

AENC-BCLP-LEG-REP-0021

Norwich to Tilbury

Volume 3: Draft Development Consent Order

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- Tracked Changes Version

Final Issue G

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B	10 April 2026	Deadline 3
C	12 May 2026	Deadline 4
D	10 June 2026	Deadline 5
E	7 July 2026	Deadline 6
F	21 July 2026	Deadline 7
<u>G</u>	<u>4 August 2026</u>	<u>Deadline 8</u>

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1. Introduction

1.1 Purpose of this document

- 1.1.1 This document has been prepared by the Applicant to set out the principal changes made to the draft Development Consent Order (DCO) from the version submitted to the Planning Inspectorate on 29 August 2025 as part of the application for development consent (**Document 3.1(A)**) [APP-056].
- 1.1.2 This document is therefore submitted together with:
- a) A revised draft DCO showing the changes proposed for Deadline 7 (**Document 3.1(G)**) (clean); and
 - b) A tracked version of the draft DCO showing all changes as between Revision F (**Document 3.1(F)**) [REP6-030] and the new Revision G (**Document 3.1(G)**).
- 1.1.3 This document is a 'live' document and will be updated (on a consolidated basis) by the Applicant throughout the Examination.

1.2 Overview of changes made at Examination Stage

Deadline 2

- 1.2.1 Table 2.1 lists the principal changes made by the Applicant within Revision B of the draft DCO (**Document 3.1(B)**) submitted at Deadline 2 of the Examination.
- 1.2.2 The genesis of a number of these amendments are driven by points raised by the local authorities and key stakeholders in their Relevant Representations and Local Impact Reports. Other key amendments have arisen through engagement with developers of other major infrastructure projects, including North Falls Offshore Windfarm, Five Estuaries Offshore Windfarm and the A122 Lower Thames Crossing.

Deadline 3

- 1.2.3 Table 2.2 lists the principal changes made by the Applicant within Revision C of the draft DCO (**Document 3.1(C)**) submitted at Deadline 3 of the Examination.
- 1.2.4 Where reference is made in Table 2.2 to the **Examining Authority's Written Questions (ExQ1)** [PD-014], the question reference referred to is to the unique reference number which starts with the issue code, followed by a 1 (indicating that it is from ExQ1), followed by either an A (indicating it relates to an article) or an S (indicating that it relates to a schedule) and then a question number. Detailed responses to the Examining Authority's written questions are provided in **8.9.1 Applicant's Responses to First Written Questions** which were submitted at Deadline 3.

Deadline 4

- 1.2.5 Table 2.3 lists the principal changes made by the Applicant within Revision D of the draft DCO (**Document 3.1(D)**) submitted at Deadline 4 of the Examination.

- 1.2.6 The changes primarily include changes as a result of the acceptance by the Examining Authority of the two Change Applications (Bulphan and Little Bromley). Other changes include the population of Schedule 12 (Extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession) and associated amendments to the corresponding Article 41, and some typographical corrections.

Deadline 5

- 1.2.7 Table 2.4 lists the principal changes made by the Applicant within Revision E of the draft DCO (**Document 3.1(E)**) submitted at Deadline 5 of the Examination.
- 1.2.8 The key changes include the removal of bespoke limits of deviation for specific pylons, clarification around the definition of reinstatement planting, changes to requirement consultees and consultee notification procedure, revisions to Requirement 5 (archaeology), the inclusion of a new Requirement 15 (employment and skills plan) and the addition of protective provisions in favour of Cadent Gas Limited. Other changes are limited to typographical corrections, updates to plan revision numbers and amendments to traffic and transport related schedules.

Deadline 6

- 1.2.9 Table 2.5 lists the principal changes made by the Applicant within Revision F of the draft DCO (**Document 3.1(F)**) submitted at Deadline 6 of the Examination.
- 1.2.10 The key changes include the introduction of drafting to allow for requirements to be discharged by the proposed DESNZ unit, once established, the inclusion of several additional sets of protective provisions, drafting to accommodate the interaction of the project with the Lower Thames Crossing habitat areas and to address comments raised by the ExA during the issue specific hearings in June 2026. Drafting is also included in response to engagement with the Defence Infrastructure Organisation.

Deadline 7

- 1.2.11 Table 2.6 lists the principal changes made by the Applicant within Revision G of the draft DCO (**Document 3.1(G)**) submitted at Deadline 7 of the Examination.
- 1.2.12 Following a number of questions and submission received from the ExA and IPs, each of which the Applicant has carefully reviewed, the Applicant has incorporated a number of changes to the draft Order that include: clarifications around the limits of deviation; the inclusion of drafting to align the timescales and processes of the **3.1 Draft DCO [Revision G]** and any relevant permit schemes; the ability for National Grid to consent to the use by UKPN, UKOP or the LTC undertaker to use its temporary use powers and amendments to make clear it is possible for more than one GVD to be served in connection with land; amendments to the A122 (Lower Thames Crossing) Development Consent Order 2025 in respect of compensatory habitat works; and an additional new “blue pencil” schedule in connection with landscape compensation, offsetting and enhancement in lieu of the previously proposed section 106 agreement. Some additional controls are introduced into Schedule 3 (requirements) and the **3.1 Draft DCO [Revision G]** also includes both new and updated protective provisions. Further amendments are made to reflect decisions on scenarios and to correct errata, which are set out in **8.1 Errata List – Deadline 6 [REP6-094]**.

Deadline 8

- 1.2.13 Table 2.7 lists the principal changes made by the Applicant within Revision H of the draft DCO (**Document 3.1(H)**) submitted at Deadline 8 of the Examination.
- 1.2.14 The key changes include an update to insert additional controls in Requirement 6 (design and layout plans) and requirement 11 (biodiversity net gain) of Schedule 3 (requirements), updates to the protective provisions at Schedule 16 (protective provisions) following continued engagement with stakeholders, updates to Land Plan and Special Category Land Plan revision numbers and consequential amendments to Schedule 11, and statutory instrument stylistic drafting corrections and typographical corrections.

2. Schedule of Changes during Examination

Table 2.1 Schedule of Changes to Version A of the draft DCO [APP-056]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
1.	Article 2, Interpretation	A minor amendment to re-order definitions so that they appear in alphabetical order.	<u>“design and layout plans (elevations)” means those parts of the design and layout plans – subs & cables listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents) showing the elevations of proposed equipment and proposed overhead line works;</u> <u>“design approach for site specific infrastructure” means the document of that description (document 7.16) certified by the Secretary of State as the design approach for site specific infrastructure for the purposes of the Order under article 60 (certification of documents);</u> “electric line” has the meaning set out in section 64(1) (interpretation etc. of Part 1) of the 1989 Act which includes but is not limited to new pylons, foundations and steelwork, conductors, insulators and fittings, fibre optic earthwire conductors, joint boxes, joint pits, joint bays, cables, cable ducts, link pillars and cables; “electronic transmission” means a communication transmitted— (a) by means of an electronic communications network; or (b) by other means but while in electronic form. and in this definition “electronic communications network” has the same meaning as in section 32(1) (meaning of electronic communications networks and services) of the 2003 Act; “design and layout plans (elevations)” means those parts of the design and layout plans – subs & cables listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents) showing the elevations of proposed equipment and proposed overhead line works; “design approach for site specific infrastructure” means the document of that description (document 7.16) certified by the Secretary of State as the design approach for site specific infrastructure for the purposes of the Order under article 60 (certification of documents);	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
2.	Article 2, Interpretation	A minor amendment in response to feedback from Essex County Council in its Local Impact Report.	“pre-commencement operations” means operations consisting of engineering investigations and surveys, environmental (including archaeological) investigations and monitoring, <u>listed building surveys</u> , surveys and monitoring investigations for the purpose of assessing ground conditions, diversion and laying of services, protection works comprising utilities protection works or fencing and protection slabs, demolition of existing buildings, site clearance, environmental mitigation measures, remediation in respect of any contamination or other adverse ground conditions, set up works associated with the establishment of construction compounds and temporary laydown areas, receipt and erection of construction plant and equipment, temporary accesses, erection of any temporary means of enclosure or temporary demarcation fencing marking out site boundaries and the temporary display of site notices or advertisements;	B
3.	Article 2, Interpretation	An amendment in response to feedback from South Norfolk District Council in its Local Impact Report to future-proof the draft DCO against potential re-structuring of ensure that any successors in function are expressly covered.	“relevant highway authority” means, in any given provision of this Order, the local or national highway authority for the area to which the provision relates <u>and any successor in function</u> ; “relevant planning authority” means, in any given provision of this Order, the local planning authority for the area to which the provision relates <u>and any successor in function</u> ;	B
4.	Article 2, Interpretation	An amendment in response to feedback from UKOP/BPA to ensure that any successors title and assigns and successors in function are expressly covered.	“UKOP” means United Kingdom Oil Pipelines Ltd (registered company number 00746708) and BPA as agent for United Kingdom Oil Pipelines Ltd <u>and includes their respective successors in title and assigns</u> ;	B
5.	Article 2, Interpretation	A minor amendment to relocate the definition to where the term “UKOP	<u>“UKOP protective works” means those works specified in Schedule 9A (works for the protection of UKOP apparatus);</u>	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		protective works” is first used (see Ref. 8).		
6.	Article 2, Interpretation	An amendment to ensure that UKOP has the benefit of the necessary powers to enable it to carry out the UKOP protective works.	“undertaker”— (a) in relation to the authorised development, means National Grid; and (b) in relation to the UKPN Works and subject to paragraph (5) of article 6 (benefit of Order), includes UKPN; <u>and</u> <u>(c) in relation to the UKOP protective works, means UKOP.</u>	B
7.	Article 12, Application of the Permit Schemes	An amendment that has been made in response to feedback from Suffolk County Council in its Local Impact Report.	(2) For the purposes of this Order— (a) a permit may not be refused or granted subject to conditions which relate to the imposition of moratoria; (b) a permit may not be granted subject to conditions where compliance with those conditions would constitute a breach of this Order or where the undertaker would be unable to comply with those conditions through the exercise of the powers conferred by this Order; (c) a permit may not be refused where the proposed reason for refusal is the inability to impose a condition which will not comply with sub-paragraph (b); and (d) where a provisional advance authorisation has been granted to the undertaker in advance of the grant of a permit in relation to the construction of the authorised development, the relevant street<u>highway</u> authority may not grant a permit for any other works in the location during the time period to which that provisional advance authorisation relates save that nothing will restrict the ability of the local<u>relevant</u> highway authority to grant a permit for immediate works.	B
8.	Article 21, Protective works	A minor amendment to relocate the definition to where the term is first used (see Ref. 5).	(13) In this article “UKOP protective works” mean the works specified in Schedule 9A (works for the protection of UKOP apparatus).	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
9.	Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North.	Work No. 19 —reconfiguration of the existing overhead transmission electric line (Route YYJ) Works shown as commencing on Section H [Sheets 4, 5 and 7] and terminating on Section H [Sheets 4 and 5] of the works plans to modify and reconfigure the overhead transmission electric line (Route YYJ) between a [point indicated as YYJ116 and a point indicated as YYJ129], including— (a) the dismantling and removal of existing pylons YYJ22<u>YYJ123</u> to YYJ26<u>YYJ125</u> (inclusive) including foundations; (b) the dismantling and removal of existing overhead transmission electric line between a point indicated as [YYJ116 on Section H Sheet 7] of the Work Plans and a point indicated as [YYJ129 on Section H Sheet 5] of the Work Plans; (c) the foundations and steelwork to construct new pylons; (d) the installation of overhead transmission electric line and new pylons between a point indicated as YYJ116 on Section H Sheet 7 of the Work Plans and Tilbury North Substation (Work No. 18) on Section H Sheet 5 of the works plans; (e) the installation of overhead transmission electric line and new pylons between Tilbury North Substation (Work No. 18) and a point indicated as YYJ129 on Section H Sheet 5 of the Work Plans; (f) in respect of works (d) and (e) above— (i) foundations and steelwork to construct and install two gantries for the connection of overhead electric line into Tilbury North Substation; (ii) foundations and steelwork to construct and install two gantries for the connection of overhead electric line out of Tilbury North Substation; (iii) the installation of conductors, insulators and fittings, including downleads and droppers at each gantry to facilitate connection to the equipment within Tilbury North Substation;	B

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>(d)</u> (g) the installation of overhead transmission electric line and new pylons between a point indicated as [YYJ116 on Section H Sheet 7] of the Work Plans and Tilbury North (Warley side) Cable Sealing End Compound (Work No. 22b22) on Section H Sheet 5 of the works plans; <u>(e)</u> (h) the installation of overhead transmission electric line and new pylons between Tilbury North (Tilbury side) Cable Sealing End Compound (Work No. 24b24) and a point indicated as [YYJ129 on Section H Sheet 5] of the Work Plans; (i) in respect of works (g) and (h) above — <u>(f)</u> (i) foundations and steelwork to construct and install two gantries for the connection of overhead electric line into Tilbury North (Warley side) Cable Sealing End Compound (Work No.22); <u>(g)</u> (ii) foundations and steelwork to construct and install two gantries for the connection of overhead electric line out of Tilbury North (Tilbury side) Cable Sealing End Compound (Work No.24); <u>(h)</u> (iii) the installation of conductors, insulators and fittings, including downleads and droppers at each gantry to facilitate connection to the equipment within the Tilbury North (Warley side) Cable Sealing End Compound; and <u>(i)</u> (iv) the installation of conductors, insulators and fittings, including downleads and droppers at each gantry to facilitate connection to the equipment within the Tilbury North (Tilbury side) Cable Sealing End Compound; (j) the installation of fibre optic conductors, with optical fibre terminated in joint boxes; and (k) the temporary diversion of the existing overhead transmission electric line via existing pylons or new temporary or permanent pylons in order to facilitate Work No. 19 as described above.	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
10.	Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North. Work No. 20 is not used to avoid substantial consequential effects on Works Plans and other application documents that refer to Works by their number.	<i>In the district of Thurrock Council</i> Work No. 20 — modifications to the existing overhead transmission electric line (Route ZB)<u>not used</u> Works shown as commencing on Section H Sheet 6 and terminating on Section H Sheet 6 of the works plans to modify and reconfigure the existing overhead transmission electric line (Route ZB) between a point indicated as ZB16 and a point indicated as ZB18, including— (a) the temporary diversion of the existing overhead transmission electric line between existing pylon ZB16 and existing pylon ZB18 (via temporary pylon ZB17T) to facilitate the dismantling and removal of existing pylon ZB17 and the installation of new pylon ZB17R; (b) the dismantling and removal of existing pylon ZB17 including foundations; and (c) the installation of new pylon ZB17R including foundations, steelwork and associated conductors, droppers and downleads, insulators and fittings.	B
11.	Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North. Work No. 21 is not used to avoid substantial consequential effects on Works Plans and other application documents that refer to Works by their number.	<i>In the district of Thurrock Council</i> Work No. 21 — reconfiguration of the existing overhead transmission electric line (Route ZB)<u>not used</u> Works shown as commencing on Section H Sheet 7 and terminating on Section H Sheet 5 of the works plans to modify and reconfigure the overhead transmission electric line (Route ZB) between a point indicated as ZB22 and a point indicated as ZB9, including— (a) the dismantling of existing pylons ZB15 to ZB13 (inclusive) including foundations; (b) the dismantling and removal of existing overhead transmission electric line between a point indicated as ZB22 on Section H Sheet 22 of the Work Plans and a point indicated as ZB9 on Section H Sheet 5 of the Work Plans; (c) the foundations and steelwork to construct new pylons; (d) the installation of new pylons, conductors, insulators and fittings between a point indicated as ZB22 on Section H Sheet 7 of the works plans and the Tilbury North (Warley side) Cable Sealing End Compound (Work No. 22) on Section H Sheet 5 of the works plans;	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			(e) the installation of new pylons, conductors, insulators and fittings between the Tilbury North (Tilbury side) Cable Sealing End Compound (Work No. 24a) and a point indicated as ZB9 on Section H Sheet 5 of the works plans; (f) foundations and steelwork to construct and install four gantries; (g) the installation of new pylons, conductors, insulators and fittings, including downleads and droppers at each gantry to facilitate connection to the equipment within the Tilbury North (Warley side) Cable Sealing End Compound; (h) the installation of new pylons, conductors, insulators and fittings, including downleads and droppers at each gantry to facilitate connection to the equipment within the Tilbury North (Tilbury side) Cable Sealing End Compound; (i) the installation of fibre optic conductors, with optical fibre terminated in joint boxes; and (j) the temporary diversion of the existing overhead transmission electric line via existing pylons or new temporary or permanent pylons in order to facilitate Work No. 21 as described above.	

12. Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North.	Work No. 22 – Tilbury North (Warley side) Cable Sealing End Compound (Route ZB or Route YYJ) Works as shown on Section H Sheet 5 of the works plans to construct a new cable sealing end compound at Tilbury North (Warley side) in connection with either Route ZB or Route YYJ, including— (a) in respect of Route ZB— (i) Tilbury North (Warley side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries; (ii) Tilbury North (Warley side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes; (iii) landscaping, including mitigation planting, at the Tilbury North (Warley side) Cable Sealing End Compound; and (iv) permanent vehicular access road(s), hard standing, drainage (including attenuation ponds), and site services, including low voltage supply inclusive of distribution network operator connection or solar panels and battery storage for Tilbury North (Warley side) Cable Sealing End Compound. The Tilbury North (Warley side) Cable Sealing End provided in respect Route ZB will be located in proximity to the point indicated as ZB15RA on Section H Sheet 5 of the works plans. (b) in respect of Route YYJ— (i) Tilbury North (Warley side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries; (ii) Tilbury North (Warley side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and; (iii) landscaping, including mitigation planting, at the Tilbury North (Warley side) Cable Sealing End Compound; and (iv) permanent vehicular access road(s), hard standing, drainage (including attenuation ponds), and site services, including low voltage supply inclusive of distribution network	B
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Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		operator connection or solar panels and battery storage for Tilbury North (Warley side) Cable Sealing End Compound.	
		The Tilbury North (Warley side) Cable Sealing End provided in respect YYJ will be located in proximity to the point indicated as the existing YYJ124 on Section H Sheet 5 of the works plans.	
13. Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North. The term "cable ducts" has been replaced by "cable protection structures" to account for necessary flexibility in design at this stage.	Work No. 23 — underground transmission electric line from the Tilbury North (Warley side) Cable Sealing End Compound to either— (a) the Tilbury North (Tilbury side) Cable Sealing End Compound (as part of Route ZB); or YYJ) via Tilbury North Substation (Work No. 18) (b) the Tilbury North (Tilbury side) Cable Sealing End Compound (as part of Route YYJ). Works shown as commencing on Section H Sheet 5 and terminating on Section H Sheet 5 of the works plans to construct and install a new underground transmission electric line (Route ZB or Route YYJ) in the section of the works between either— (i) between the Tilbury North (Warley side) Cable Sealing End Compound (Work No. 22) and the Tilbury North (Tilbury side) Cable Sealing End Compound (Work No. 24) the Tilbury North (Warley side) Cable Sealing End Compound (Work No. 22) and the Tilbury North (Tilbury side) Cable Sealing End Compound (Work No. 24a) as part of Route ZB, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems; or (ii) the Tilbury North (Warley side) Cable Sealing End Compound (Work No. 22) and the Tilbury North (Tilbury side) Cable Sealing End Compound (Work No. 24b) via Tilbury North Substation (Work No. 18) as part of Route YYJ, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems.	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
14.	Schedule 1, Authorised Development	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North.	Work No. 24 – Tilbury North (Tilbury side) Cable Sealing End Compound (Route ZB or Route YYJ) Works as shown on Section H Sheet 5 of the works plans to construct a new cable sealing end compound at Tilbury North (Tilbury side) in connection with either Route ZB or Route YYJ, including— (a) in respect of Route ZB— <u>(a)</u> (i) Tilbury North (Tilbury side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries; (ii) Tilbury North (Tilbury side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and low voltage supply inclusive of distribution network operator connection or solar panels and battery storage; (iii) landscaping, including mitigation planting, at the Tilbury North (Tilbury side) Cable Sealing End Compound; and (iv) permanent vehicular access road(s), hard standing, drainage (including attenuation ponds), and site services, including low voltage supply inclusive of distribution network operator connection or solar panels and battery storage for Tilbury North (Tilbury side) Cable Sealing End Compound.	B

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		The Tilbury North (Tilbury side) Cable Sealing End provided in respect Route ZB will be located in proximity to the point indicated as ZB13RA on Section H Sheet 5 of the works plans (a) in respect of Route YYJ — (i) Tilbury North (Tilbury side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries; <u>(b)</u> (ii) Tilbury North (Tilbury side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and low voltage supply inclusive of distribution network operator connection or solar panels and battery storage; and <u>(c)</u> (iii) landscaping, including mitigation planting, at the Tilbury North (Tilbury side) Cable Sealing End Compound; and <u>(d)</u> (iv) permanent vehicular access road(s), hard standing, drainage (including attenuation ponds), and site services, including low voltage supply inclusive of distribution network operator connection or solar panels and battery storage for Tilbury North (Tilbury side) Cable Sealing End Compound. The Tilbury North (Tilbury side) Cable Sealing End provided in respect YYJ will be located in proximity to the point indicated as existing YYJ124 on Section H Sheet 5 of the works plans.	
15. Schedule 1, Authorised Development	A correction of a typographical error to ensure correct reference to Braintree District Council.	<i>In the district of Braintree Borough District Council</i> Work No. 32 — replacement of existing overhead distribution electric line (Route PUB)	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
16.	Schedule 3, Requirements (Paragraph 1)	A correction of a minor typographical error in the definition of “start up and close down activities”.	“start-up<u>start up</u> and close down activities” means— (a) arrival and departure of workforce and staff at site and movement to and from places of work; (b) general refuelling of plant; (c) site inspections and safety checks; (d) site meetings inspections and walkovers; (e) site clean-up (site housekeeping that does not require the use of plant); (f) general site maintenance; and (g) low key maintenance and safety checking of plant and machinery.	B
17.	Schedule 3, Requirements (Paragraph 1(4))	An amendment that has been made in response to feedback from Suffolk County Council in its Local Impact Report.	(4) Where an approval or agreement is required under the terms of any requirement or a document referred to in a requirement, or any requirement specifies “unless otherwise approved” or “unless otherwise agreed” by the relevant highway authority or the relevant planning authority, such approval or agreement may only be given where it has been demonstrated to the <u>satisfaction of the</u> relevant highway authority or the relevant planning authority that the subject matter of the approval or agreement sought will not give rise to any materially new or materially different environmental effects from those identified in the Environmental Statement.	B
18.	Schedule 3, Requirements , (Paragraph 4(3))	An amendment that has been made in response to feedback from Suffolk County Council in its Local Impact Report.	(3) For the avoidance of doubt, all<u>All</u> pre-commencement operations must be carried out in accordance with the outline code of construction practice, the outline construction traffic management plan, the outline landscape and ecological management plan and the outline public rights of way management plan unless otherwise agreed with the relevant planning authority or other discharging authority as may be appropriate to the relevant plan concerned.	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
19.	Schedule 3, Requirements , (Paragraph 5(1) and (3))	An amendment that has been made in response to feedback from Suffolk County Council in its Local Impact Report.	5. Archaeology (1) No stage of the authorised development may commence until either a preservation in situ management plan, or a detailed written schemes<u>schemes</u> of investigation of areas of archaeological interest relevant to that stage (if any), as identified within the outline archaeological mitigation strategy and outline written scheme of investigation or identified through evaluation work as set out in the outline archaeological mitigation strategy and outline written scheme of investigation, has been submitted to and approved by the relevant planning<u>discharging</u> authority and, if relevant, in consultation with Historic England. (2) Any detailed archaeological works must be carried out in accordance with the approved detailed written scheme of investigation for that stage. (3) The<u>Each</u> detailed written scheme of investigation must be substantially in accordance with the outline archaeological mitigation strategy and outline written scheme of investigation and must identify areas where archaeological works are required and the measures to be taken to protect, record or preserve any significant archaeological remains that may be found and must include— (a) an assessment of significance and research questions; (b) the programme and methodology of site investigation and reporting; (c) the programme for post-investigation assessment; (d) proposals for providing for the analysis of site investigation and recording; (e) proposals for providing archive deposition of the analysis and records of the site investigation; (f) nomination of a competent person or persons/organisation to undertake the works set out within the detailed written scheme of investigation; and (g) an implementation timetable.	B
20.	Schedule 3, Requirements (Paragraph 5(4))	An amendment that has been made in response to feedback from local authorities and Historic England.	(4) For the avoidance of doubt, all<u>All</u> pre-commencement operations must be carried out in accordance with the outline archaeological mitigation strategy and outline written scheme of investigation, unless otherwise agreed with the relevant planning<u>discharging</u> authority and, if relevant, in consultation with Historic England.	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
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21.	Schedule 3, Requirements (Paragraph 14)	An amendment that has been made to reflect the Applicant's commitment to pursuing Scenario B at Tilbury North.	14. Control of development under Works Nos. 19 and 21 to 24 (1) In respect of the individual Works Nos. listed by row in column (1) of the table below, the undertaker may construct either the works detailed in column (2) or the works listed in column (3) of that table. (2) For the avoidance of doubt, if any of the works in column (2) are carried out, then none of the works in column (3) may also be carried out and vice-versa.	B
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(1) Work No(s). as detailed in Schedule 1	(2) Detailed Work No. that may be provided (1)	(3) Detailed Work No. that may be provided (2)
Work No. 19	Work No. 19 paragraphs (d) and (e)	Work No. 19 paragraphs (g) and (h)
Work Nos. 19 and 21	Work No. 21 paragraphs (g) and (h)	Work No. 19 paragraphs (g) and (h)
Work No. 22	Work No. 22a	Work No. 22b
Work No. 23	Work No. 23a	Work No. 23b
Work No. 24	Work No. 24a	Work No. 24b

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
22.	Schedule 3, Requirements (Paragraph 14)	An amendment to include a new noise requirement agreed between the Applicant and the undertakers for the Five Estuaries and North Falls Wind Farm Projects.	<u>New Requirement:</u> 14. Control of noise during operational stage (1) The noise rating level for the standard operation of Work No. 8 (East Anglia Connection Node Substation) must not exceed; (a) 34 dB L_{Ar,Tr} at any time at a free field location immediately adjacent to the following noise sensitive locations— (i) Bounds Farm (Grid reference 607189, 229356). (b) 33 dB L_{Ar,Tr} at any time at a free field location immediately adjacent to the following noise sensitive locations— (i) Property South of Hungerdowns (Grid reference 607236, 229625); (ii) Mayfields Farm (Grid reference 607135, 229511); and (iii) Badley Hall (Grid reference 607173, 228964). (c) 31 dB L_{Ar,Tr} at any time at a free field location immediately adjacent to the following noise sensitive locations— (i) Waterhouse Farm (Grid reference 607256, 228374); and (ii) 69 Hungerdown Lane (Grid reference 607379, 229920). (2) Prior to commencement of operation of Work No. 8 (East Anglia Connection Node Substation), a noise investigation protocol must be submitted to and approved by the relevant planning authority. (3) The determination of L_{Ar,Tr} must be in accordance with BS 4142:2014+A1:2019. The reference method set out in Annex D to BS 4142:2014+A1:2019 (or any successor thereto) must be used to determine and demonstrate the applicable tonal penalty, where the maximum +6 dB rating penalty has not been applied. The noise investigation protocol must identify— (a) the required meteorological and other conditions under which the measurements will be taken, acknowledging that data obtained during emergency operation or testing of certain plant and equipment is not to be taken into account, and (b) suitable monitoring locations (and alternative locations if appropriate). (4) For the purposes of this requirement, “standard operation” means the ordinary operation of the substations excluding emergency operation and the testing of plant and equipment associated with emergency operation.	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
23.	Schedule 4, discharge of Requirements (Paragraph 3(1)(b))	An amendment that has been made in response to feedback from local authorities.	<i>Fees</i> 3. —(1) Where an application is made to a relevant authority for any consent, agreement or approval required by a Requirement (including consent, agreement or approval in respect of part of a Requirement), a fee must be paid to the relevant authority as follows— (a) such fee as may be prescribed (under sections 303 and 333(2A) of the 1990 Act for the discharge of conditions attached to a planning permission); or (b) a fee of £145<u>£298</u> per request unless a bespoke arrangement has been agreed between the applicant and discharging authority and legally secured.	B
24.	Schedule 4, discharge of Requirements (Paragraph 4(2)(a))	Correction of a minor typographical error.	<i>Appeals</i> 4. —(1) The undertaker may appeal if— (a) the relevant authority refuses an application for— (i) any consent, agreement or approval required by a Requirement or any document referred to in any Requirement; or (ii) any other consent, agreement or approval required under this Order, or grants it subject to conditions to which the undertaker objects; (b) the relevant authority does not give notice of its decision to the undertaker within the period specified in paragraph 1(1); (c) having received a request for further information under paragraph 1(3) the undertaker considers that either the whole or part of the specified information requested by the relevant authority is not necessary for consideration of the application; or (d) having received any further information requested, the relevant authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application. (2) The procedure for appeals is as follows— (a) the undertaker must within six weeks of the date of the notice of the decision or determination, or (where no determination has been made, expiry of the decision period under paragraph 1(1), 1 submit to the Secretary of State a copy of the application submitted to the relevant authority and any supporting documents which the undertaker may wish to provide (“the appeal documents”);	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
25.	Schedule 11, Land of which temporary possession may be taken	Updates to reflect changes to land parcels or classes of rights that emanated from ongoing land referencing and newly received information. Minor typographical corrections to Work Numbers to reflect the Applicant's commitment to Scenario B at Tilbury North.	<u>Amendments to Section A:</u> A-1/5, A-1/9, A-1/10, A-1/18, A-1/19, A-1/40, A-1/43, A-1/45, A-1/46, A-1/47, A-1/48, A-1/49, A-1/50, A-1/51, A-1/52, A-1/53, A-1/54, A-1/57 <u>Amendments to Section B:</u> B-2/136, B-2/137, B-2/138 B-3/2, B-3/3, B-3/3a, B-3/4, B-3/16, B-3/17, B-3/20, B-3/22, B-3/26, B-3/27, B-3/29, B-3/30, B-3/43, B-3/44, B-3/48, B-3/50, B-3/51, B-3/59, B-3/63, B-3/69, B-3/72, B-3/82, B-3/89, B-3/93, B-3/94, B-3/102 B-20/214, B-20/217, B-20/219, B20-219a, B-20/222, B-20/225, B-20/227, B-20/228, B-20/229, B-20/232, B-20/234, B-20/235, B-20/236, B-20/237, B-20/238, B-20/239, B-20/244, B-20/245, B-20/246, B-20/247, B-20/249, B-20/250, B-20/252, B-20/265, B-20/266	B

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
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Amendments to Section C:

C-1/3, C-1/5, C-1/12, C-1/13, C-1/14, C-1/15, C-1/18, C-1/19, C-1/20, C-1/21	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 28 Work No. 30 Work No. 40
C-2/2, C-2/5, C-2/7, C-2/13, C-2/14, C-2/15, C-2/16, C-2/23, C-2/24, C-2/25, C-2/26, C-2/27, C-2/28, C-2/29, C-2/40, C-2/48, C-2/53, C-2/59, C-2/61, C-2/62, C-2/64, C-2/65, C-2/66, C-2/67, C-2/68, C-2/70, C-2/71, C-2/74, C-2/75, C-2/77, C-2/78, C-2/80, C-2/81, C-2/83, C-2/84, C-2/85, C-2/86, C-2/87, C-2/89, C-2/92, C-2/93, C-2/94, C-2/96, C-2/97, C-2/99, C-2/100, C-2/101, C-2/103, C-2/105, C-2/106, C-2/107, C-2/108, C-2/109, C-2/110, C-2/111, C-2/112, C-2/113, C-2/115, C-2/116, C-2/117, C-2/119, C-2/122, C-2/123, C-2/125, C-2/126, C-2/132, C-2/134, C-2/136, C-2/138, C-2/139, C-2/140	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 28 Work No. 29 Work No. 30 Work No. 40
C-3/1, C-3/3, C-3/5, C-3/7, C-3/8, C-3/9, C-3/10, C-3/11, C-3/17, C-3/20, C-3/21, C-3/26, C-3/27, C-3/35, C-3/36, C-3/37, C-3/38, C-3/39, C-3/40, C-3/41,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 30 Work No. 40

C-3/42, C-3/43, C-3/44, C-3/45, C-3/49, C-3/51, C-3/55, C-3/57, C-3/58, C-3/59, C-3/ 63 , C-3/65, C-3/70, C-3/80, C-3/81, C-3/82, C-3/84, C-3/87, C-3/88, C-3/90, C-3/92, C-3/95, C-3/96, C-3/97, C-3/101, C-3/102, C-3/103, C-3/104, C-3/105, C-3/106, C-3/118, C-3/122, C-3/123		
C-4/6, C-4/8, C-4/10, C-4/13, C-4/30, C-4/41, C-4/45, C-4/49, C-4/52, C-4/57, C-4/61	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5
C-5/2, C-5/14, C-5/15, C-5/16, C-5/19, C-5/20, C-5/22, C-5/23, C-5/29, C-5/31, C-5/ 31a , C-5/32, C-5/34	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5
C-6/7, C-6/9, C-6/11, C-6/13, C-6/14, C-6/15, C-6/16, C-6/17, C-6/18, C-6/19, C-6/23, C-6/25, C-6/41, C-6/45, C-6/46, C-6/47, C-6/49, C-6/50	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 6 Work No. 7 Work No. 37
C-7/1, C-7/2, C-7/4, C-7/5, C-7/7, C-7/8, C-7/14, C-7/ 15 , C-7/16, C-7/19, C-7/20, C-7/22, C-7/26, C-7/27, C-7/28, C-7/29, C-7/31, C-7/32, C-7/36, C-7/38, C-7/39, C-7/40, C-7/41, C-7/42, C-7/43, C-7/44, C-7/45, C-7/48, C-7/51, C-7/52, C-7/ 53 , C-7/67, C-7/68, C-7/70	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 37 Work No. 38
C-8/3, C-8/4, C-8/9, C-8/ 10 , C-8/11, C-8/12, C-8/13, C-8/14, C-8/15, C-8/ 16 , C-8/17, C-8/18, C-8/19, C-8/20, C-8/21, C-8/22, C-8/23, C-8/26, C-8/30, C-8/31, C-8/32, C-8/33, C-8/ 34a , C-8/38, C-8/39, C-8/46	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 37 Work No. 38 Work No. 39

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO	
			C-9/2, C-9/7, C-9/18, C-9/19, C-9/21 , C-9/28, C-9/29, C-9/30, C-9/31, C-9/34 , C-9/35 , C-9/36 , C-9/37, C-9/39, C-9/41 , C-9/43 , C-9/44, C-9/45, C-9/46 , C-9/48 , C-9/49 , C-9/52 , C-9/53, C-9/55, C-9/56, C-9/57, C-9/58, C-9/60, C-9/61, C-9/62, C-9/64 , C-9/66, C-9/70, C-9/77, C-9/78, C-9/79, C-9/80, C-9/81, C-9/82, C-9/83, C-9/84, C-9/86, C-9/89 , C-9/93, C-9/97, C-9/102, C-9/103	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7
			C-10/2, C-10/3, C-10/5, C-10/7, C-10/9, C-10/10, C-10/11, C-10/12, C-10/13, C-10/17, C-10/22, C-10/26, C-10/27, C-10/28, C-10/31, C-10/32, C-10/33, C-10/34, C-10/35 ,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7

C-10/36, C-10/40, C-10/41, C-10/46		
C-11/1, C-11/2, C-11/3, C-11/4, C-11/5, C-11/6, C-11/7, C-11/8, C-11/9, C-11/10 , C-11/11, C-11/12, C-11/13 , C-11/14, C-11/15, C-11/16 , C-11/17 , C-11/18, C-11/19, C-11/21 , C-11/22 , C-11/23 , C-11/24 , C-11/29, C-11/30, C-11/31, C-11/32, C-11/33, C-11/34, C-11/37, C-11/38, C-11/39, C-11/40, C-11/45, C-11/49, C-11/69, C-11/70, C-11/72, C-11/72a, C-11/73, C-11/74, C-11/75, C-11/79, C-11/84, C-11/87, C-11/88, C-11/94, C-11/95, C-11/99, C-11/100, C-11/101	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 37 Work No. 38
C-12/2, C-12/5, C-12/7, C-12/9, C-12/17, C-12/18, C-12/19, C-12/21, C-12/22, C-12/23, C-12/30, C-12/34, C-12/42, C-12/44, C-12/45, C-12/48, C-12/50 , C-12/52 , C-12/54 , C-12/55 , C-12/56, C-12/58, C-12/59, C-12/60, C-12/61, C-12/62, C-12/63, C-12/64, C-12/65 , C-12/66 , C-12/67 , C-12/80, C-12/81, C-12/85, C-12/86, C-12/87	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 9 Work No. 39 Work No. 37
C-13/9, C-13/10, C-13/13, C-13/14, C-13/15, C-13/16, C-13/17, C-13/18, C-13/22, C-13/31, C-13/44, C-13/49, C-13/53 , C-13/60, C-13/61, C-13/69, C-13/73, C-13/80, C-13/93, C-13/111, C-13/112 , C-13/113 , C-13/114, C-13/116, C-13/118 , C-13/123, C-13/142, C-13/201	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 9

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			C-14/5, C-14/6, C-14/ 17 , C-14 /18, C-14/25, C-14/90, C-14/97, C-14/102, C-14/119, C-14/128	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure
				Work No. 7 Work No. 8 Work No. 9 Work No. 37 Work No. 38 Work No. 39
			C-15/2b, C-15/3b, C-15/3e, C-15/8, C-15/24, C-15/25, C-15/26, C-15/27, C-15/28, C-15/29, C-15/30, C-15/31, C-15/ 32 , C-15/33 , C-15/34 , C-15/35 , C-15/36	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure
			C-16/1a, C-16/1b, C-16/1c, C-16/1e, C-16/1f, C-16/1g,	Work No. 39
				Temporary use for construction, mitigation, maintenance, access

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO	
			C-17/36, C-17/44, C-17/50, C-17/51, C-17/54, C-17/55, C-17/56 , C-17/65, C-17/75, C-17/78, C-17/95, C-17/97, C-17/98, C-17/99 , C-17/100, C-17/101, C-17/105, C-17/107, C-17/108, C-17/109, C-17/111 , C-17/112 , C-17/113, C-17/114, C-17/115, C-17/116, C-17/117 , C-17/117a, C-17/118, C-17/119, C-17/120, C-17/121, C-17/122, C-17/123, C-17/124, C-17/127, C-17/127a, C-17/128, C-17/129, C-17/130, C-17/131, C-17/132, C-17/134, C-17/136, C-17/137, C-17/140, C-17/141, C-17/142, C-17/143, C-17/144, C-17/145, C-17/146, C-17/147, C-17/148 , C-17/149, C-17/150 , C-17/151 , C-17/152 , C-17/153 , C-17/154 , C-17/155 , C-17/156 , C-17/157 , C-17/158	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 9 Work No. 39
			C-18/32, C-18/38, C-18/42, C-18/44 , C-18/61, C-18/66, C-18/68 , C-18/78, C-18/82, C-18/83, C-18/84 , C-18/85 , C-18/89, C-18/90, C-18/91 , C-18/91a, C-18/97, C-18/99, C-18/104, C-18/105, C-18/107 , C-18/109, C-18/114, C-18/124	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 9

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
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Amendments to Section D:

D-6/1, D-6/4, D-6/6, D-6/7, D-6/8, D-6/9, D-6/10, D-6/11, D-6/12, D-6/14, D-6/16, D-6/19, D-6/20, D-6/22, D-6/26, D-6/27, D-6/29, D-6/31, D-6/35, D-6/44, D-6/53, D-6/57, D-6/59, D-6/61, D-6/63, D-6/64, D-6/65, D-6/66	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13
D-7/5, D-7/21, D-7/25, D-7/30, D-7/32, D-7/41, D-7/46, D-7/53, D-7/56, D-7/57, D-7/65, D-7/66, D-7/71, D-7/73, D-7/74, D-7/100, D-7/102, D-7/104, D-7/105, D-7/113, D-7/116, D-7/117, D-7/120, D-7/122	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13

Amendments to Section G:

G-2/47, G 2/55, G-2/56, G 2/58, G-2/71, G 2/72, G-2/73, G 2/74, G-2/77, G 2/80, G-2/81, G 2/90, G-2/92, G 2/93, G-2/94, G 2/95, G-2/98, G 2/99, G-2/100, G2/103, G-2/104, G-2/105, G-2/108, G 2/112, G-2/115, G 2/118, G-2/131, G 2/132, G-2/136, G 2/139, G-2/140, G 2/143	mitigation, maintenance, access and/or dismantling of redundant infrastructure	
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Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
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G-5/2, G-5/4, G-5/5, G-5/6, G-5/7, G-5/8, G-5/14, G-5/21, G 5/22, G-5/23, G 5/25, G-5/26, G 5/27, G-5/29, G 5/32, G-5/37, G 5/38, G 5/38a , G-5/48, G 5/50, G-5/58, G 5/60, G-5/64, G 5/65, G-5/70, G 5/75, G-5/77, G 5/78, G-5/80, G 5/82, G-5/83, G 5/85, G-5/88, G-5/90	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
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Amendments to Section H:

H-4/8, H-4/11, H-4/26a, H-4/32, H-4/33, H-4/40, H-4/41, H-4/45, H-4/53, H-4/56, H-4/90, H-4/98, H-4/99, H-4/100, H-4/102, H-4/103, H-4/104, H-4/105, H-4/106, H-4/107, H-4/108, H-4/112, H-4/126, H-4/128, H-4/133, H-4/136, H-4/137, H-4/139, H-4/140	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 18 Work No. 19 Work No. 21 Work No. 23 Work No. 24b 24 Work No. 36 Work No. 37 Work No. 40
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Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			H-5/99, H-5/103, H-5/105, H-5/106, H-5/108, H-5/109, H-5/116, H-5/117, H-5/123, H-5/124, H-5/125, H-5/126	Work No. 22 Work No. 23 Work No. 24a <u>24</u> Work No. 24b <u>24</u> Work No. 36 Work No. 37
			H-6/ 21 , H-6/30, H-6/47, H-6/52, H-6/55, H-6/56, H-6/58, H-6/59, H-6/60, H-6/61, H-6/63, H-6/66, H-6/69, H-6/73, H-6/77, H-6/78, H-6/80, H-6/81, H-6/82, H-6/83, H-6/89, H-6/91, H-6/97, H-6/98, H-6/100, H-6/102, H-6/103	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure Work No. 19 Work No. 20 Work No. 21 Work No. 22 Work No. 23 Work No. 24b <u>24</u> Work No. 37
			H-7/1, H-7/3, H-7/6, H-7/7, H-7/10, H-7/13, H-7/14, H-7/15, H-7/16, H-7/17, H-7/18, H-7/22, H-7/28, H-7/62, H-7/69, H-7/76, H-7/78, H-7/79, H-7/80, H-7/81, H-7/83, H-7/84, H-7/93, H-7/95, H-7/97, H-7/98, H-7/99, H-7/100, H-7/102, H-7/104, H-7/105, H-7/128, H-7/131, H-7/138, H-7/139, H-7/140, H-7/141, H-7/142, H-7/143, H-7/144, H-7/145, H-7/ <u>145b</u> , H-7/146b, H-7/146c, H-7/147, H-7/148, H-7/150, H-7/151, H-7/153, H-7/154, H-7/155, H-7/156	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure Work No. 19 Work No. 21

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
26.	Schedule 16, Protective Provisions, Part 4	Correction of a minor typographical error.	Inspection of the highway works 16.—(1) Subject at all times to compliance with any overriding health and safety or similar obligations, the undertaker shall, during the progress of each and all of the highway works, give to or procure for any person or persons duly authorised by each highway authority supervised access to every part of the highway works and the site thereof and permit those person or persons to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable and proper directions given in order to ensure conformity with the approved information pursuant to paragraph 11 [(formal approval)] of this Part of this Schedule and recorded in the approvals register pursuant to paragraph 11 (formal approval) of this Part of this Schedule.	B

Table 2.2 Schedule of Changes to Version B of the draft DCO [REP2-004]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
1.	Article 2, Interpretation	Correction of a typographical error to ensure consistency with the defined term.	“environmental statement” means the environmental statement (document 6.1 to 6.21 (inclusive)) together with any supplemental or additional environmental information certified under article 60 (certification of documents) and any environmental statement submitted for the purposes of complying with and/or discharging the Requirements<u>requirements</u>; This correction has been made throughout the 3.1 Draft Development Consent Order (Revision C). To ensure this schedule is kept as legible as possible, no further instances of this change are listed in this Table 2.2.	C
2.	Article 2, Interpretation	In response to feedback from Norfolk County Council, a new definition of “relevant county planning authority” is added to: (a) clarify the new definition of “relevant planning authority”; and (b) ensure it is clear which planning authority is the relevant decision making authority in each instance. The new definition of “relevant planning authority” excludes article 56 (safeguarding) which includes its own specific definition of “relevant	<u>“relevant county planning authority” means, in any given provision of this Order, the county planning authority (which has the meaning given in Part I (Planning Authorities) of the 1990 Act) for the area to which the provision relates or any successor exercising its functions as local planning authority for the purposes of that Part;</u> “relevant highway authority” means, in any given provision of this Order, the local or national highway authority for the area to which the provision relates and any successor in function; “relevant planning authority” means, in any given provision of this Order, the local planning authority for the area to which the provision relates and any successor in function; <u>(except article 56 (safeguarding)—</u> <u>(a) for an area to which the provision relates in respect of which there is both a district planning authority and a county planning authority for the purposes of Part I (Planning Authorities) of the 1990 Act, the district planning authority; and</u> <u>(b) for an area to which the provision relates in respect of which there is only one local planning authority for the purposes of that Part, that one local planning authority,</u> <u>or any successor exercising its functions as local planning authority for the purposes of that Part;</u>	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		planning authority” for the purposes of that article.		
3.	Article 2, Interpretation	Update following the acceptance of Change Application 1 – Bulphan to reflect an adjustment to the approach to the UKOP protective works to remove Schedule 9A and list the UKOP protective works as part of the authorised development as a new Work No. 17A.	“UKOP protective works” means those works specified in Schedule 9A (works for the protection of UKOP apparatus) Work No. 17A ;	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
4.	Article 3, Development consent etc. granted by the Order	The proposed change is to give UKOP the benefit of the consent to carry out and maintain the UKOP protective works. The benefit transferred to UKOP would remain subject to the equivalent limitations and conditions as already attach to UKPN in its capacity as a secondary undertaker for a limited part of the authorised development. The necessity for those limitations and conditions is outlined below. Paragraph (5) is adjusted to exclude the UKOP protective works from National Grid's powers of operation and use as part of the high-voltage electricity transmission system.	Development consent etc. granted by the Order 3.—(1) Subject to the provisions of this Order (including the Requirementsrequirements) National Grid is granted development consent for the authorised development set out in Schedule 1 (authorised development). (2) National Grid may— (a) install and keep installed the authorised development; (b) remove or replace any electric line including pylons or poles that may require removal as part of the authorised development. (3) UKPN may— (a) Subject to paragraphs (3), (4) and (5) of article 6 (benefit of Order) carry out the UKPN Works; and (b) remove or replace any electric line including pylons or poles that may require removal in relation to the UKPN Works. <u>(4) UKOP may, subject to paragraphs (3), (4) and (5) of article 6 (benefit of Order) carry out and maintain the UKOP protective works.</u> <u>(5)</u> (3) National Grid may operate and use the authorised development (excluding the UKPN Works <u>and the UKOP protective works</u>) as part of the high-voltage electricity transmission system in England and Wales. <u>(6)</u> (4) UKPN may operate and use the electric line and any other elements of the UKPN Works as part of the electricity distribution network. <u>(7)</u> (5) For the purposes of the authorised development, development consent granted by this Order is to include and permit the alteration, removal, clearance, refurbishment, reconstruction and demolition of any buildings or other structures within the Order limits to the extent that they relate to, are required by or are incidental to the carrying out of the authorised development. <u>(8)</u> (6) The authorised development must be constructed and installed in the lines and situations shown on the works plans, subject to article 5 (limits of deviation) and to the Requirementsrequirements. <u>(9)</u> (7) Schedule 3 (requirements) has effect.	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
5.	Article 4, Maintenance of authorised development	The proposed revision gives UKOP authority to maintain the UKOP protective works. This is essential since UKOP is not a statutory undertaker and, therefore, cannot rely on its own statutory maintenance powers.	Maintenance of authorised development 4. —(1) National Grid may at any time maintain the authorised development (excluding the UKPN Works <u>or the UKOP protective works</u>), except to the extent that this Order, or an agreement made under this Order, provides otherwise. (2) UKPN may at any time maintain the UKPN Works, except to the extent that this Order, or an agreement made under this Order, provides otherwise. <u>(3) UKOP may at any time maintain the UKOP protective works, except to the extent that this Order, or an agreement made under this Order, provides otherwise.</u>	C
6.	Article 5, Limits of deviation	Cross-reference correction following above amendments to Article 3 and resulting change to numbering.	(2) Without prejudice to article 3(8 <u>9</u>) the removal, clearance, decommissioning and demolition of any existing electric line may take place within the Order limits;	C
7.	Article 6, Benefit of Order	The proposed changes give UKOP the benefit of the powers in the draft DCO in connection with the UKOP protective works.	Benefit of Order 6. —(1) Subject to article 7 (consent to transfer benefit of Order), the provisions of this Order have effect solely for the benefit of—	C

Ref. dDCO Ref.	Rationale for the Change Change Made	Version of dDCO
	(a) National Grid in respect of the authorised development; (b) Subject to paragraph (5), UKPN in respect of the UKPN Works; and (c) National Grid and/or UKOP in respect of the works specified in Schedule 9A (works for the protection of UKOP apparatus)Work No. 17A. (2) Paragraph (1) does not apply to the benefit of the consent granted by this Order for works carried out by the undertaker for the benefit or protection of land or persons (including statutory undertakers) affected by the authorised development. (3) UKPN may not carry out the UKPN Works under article 3(3)(a) and UKOP may not carry out the UKOP protective works under article 3(4) (development consent etc. granted by the Order) except in accordance with the written consent of National Grid, which may be granted subject to reasonable conditions. (4) If UKPN fails to carry out any of the UKPN Works in accordance with National Grid’s consent, National Grid may give UKPN and the Secretary of State notice that National Grid intends to carry out those UKPN Works under article 3(3)(a) (development consent etc. granted by the Order) from a date specified in the notice. (5) On the date specified in any notice under paragraph (4) of this article— (a) UKPN is to cease to have the benefit of article 3(3) (development consent etc. granted by the Order) and sub-paragraph (1)(b) of this article; (b) UKPN is to cease to be an undertaker for the installation of the UKPN Works but remains an undertaker for the purposes of keeping installed and maintaining the electric lines included in the UKPN Works; and (c) references to UKPN in article 28 (temporary use of land by UKPN and UKOP) are to be read as including National Grid.	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
8.	Article 7, Consent to transfer benefit of Order	The proposed amendment brings the UKOP protective works into alignment with the UKPN Works for the purpose of the transfer of the benefit of the Order.	Consent to transfer benefit of Order 7. —(1) National Grid in relation to the authorised development (not including the UKPN Works), and or the UKOP protective works, UKPN in relation to the UKPN Works <u>and UKOP in relation to the UKOP protective works</u>, may, with the consent of the Secretary of State— (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between National Grid or UKPN <u>or UKOP</u> and the transferee; (b) grant to another person (“the lessee”) for a period agreed between National Grid or UKPN <u>or UKOP</u> and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed. (2) Where a transfer or grant has been made in accordance with paragraph (1) references in this Order to National Grid or UKPN <u>or UKOP</u> (as the case may be), except in paragraphs (3) and (4), are to include references to the transferee or the lessee. (3) The exercise by a person of any benefits or rights transferred or granted in accordance with any transfer or grant under paragraph (1) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by National Grid or UKPN <u>or UKOP</u>, save where those benefits or rights are exercised by a statutory undertaker (which for the purposes of this article includes any entity listed in paragraph (7)), or by an owner or occupier of land pursuant to paragraph (2) of article 25 (compulsory acquisition of rights) of this Order, in which case liability for the payment of compensation on the terms of this Order remains with National Grid. (4) Any rights or benefits in relation to the UKPN Works <u>or the UKOP protective works</u> that are transferred or granted by UKPN <u>or UKOP (as the case may be)</u> under paragraph (1) are subject to paragraphs (3) to (5) of article 6 (benefit of Order) as if they had remained exercisable by UKPN <u>or UKOP (as the case may be)</u>. (5) Where a transfer or grant has been made in accordance with paragraph (1), the undertaker must notify the relevant planning authority of the same. (6) The consent of the Secretary of State under this article is not required where the powers of article 25(1) (compulsory acquisition of rights) are, with the consent of the undertaker, proposed to be exercised by a statutory undertaker rather than by National Grid. (7) The consent of the Secretary of State is not required under this article, where the transfer or grant is made, for the purpose of diverting or replacing the owned or managed structures, apparatus or equipment of Openreach, which forms part of the authorised development described in Schedule 1 and contained within the Order limits, to Openreach.	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
9.	Article 8, Application of the 1990 Act	The proposed amendment replaces references to the now deleted Schedule 9A with reference to the UKOP protective works.	Application of the 1990 Act 8.—(1) In respect of the temporary construction works, section 57(2) of the 1990 Act (planning permission required for development) applies as if the development consent granted by this Order were planning permission granted for a limited period. (2) Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as not being operational land). (3) In the exercise of the power under paragraphs (1) and (2) of article 11 (street works) the undertaker is to be deemed to be the highway authority for the purposes of section 55(2)(b) of the 1990 Act. (4) For the purposes of the 1990 Act, the works specified in Schedule 9A (works for the protection of UKOP apparatus)<u>UKOP protective works</u> do not constitute the development of land requiring consent under section 55.	C
10.	Article 11, Street works	Correction of a typographical error to ensure consistency with the defined term.	Street works 11.—(1) The undertaker may, for the purposes of the authorised development, or for purposes ancillary to it, enter upon so much of any of the streets specified in column (2) of Schedule 5 (streets subject to street works) as is within the Order limits and may without the consent of the street authority— (a) break up or open the street, or any sewer, drain or tunnel within or under it; (b) tunnel, drill or bore under the street, or carry out any works to strengthen or repair the carriageway; (c) remove or use all earth and materials in or under the street; (d) place and keep apparatus in the street (including signage); (e) maintain, renew or alter apparatus or furniture (including signage) in or on the street or change its position; (f) reinstate or construct new pavement; (g) execute any works to provide or improve sight lines required by the <u>relevant</u> highway authority; This correction has been made throughout the articles of 3.1 Draft Development Consent Order (Revision C), specifically at articles 14(2)(i) (power to alter layout, etc. of streets), 22(8) (authority to survey and investigate	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			the land), and 50(5) (felling and lopping). To ensure this schedule is kept as legible as possible, these additional instances of this change are not repeated again in this Table 2.2.	
11.	Article 11, Street works	The proposed amendment is in response to feedback from host authorities and the Examining Authority on the duration of deemed consent periods. Further explanation can be found in response to DCO 1.A2.	(3) If a street authority that receives an application for consent under paragraph (2) fails to notify the undertaker of its decision within 2825 business days (or such other period agreed by the street authority and the undertaker) beginning with the date on which the application was received, that authority will be deemed to have granted consent. This correction has been made throughout the articles of 3.1 Draft Development Consent Order (Revision C), specifically at articles 14(5) (power to alter layout, etc. of streets), 16(8) (temporary closure of streets and public rights of way), 17(2) (access to works), 20(9) (discharge of water), 22(8) (authority to survey and investigate the land), 27(4) (temporary use of land by National Grid), 28(4) (temporary use of land by UKPN and UKOP), 35(2) (acquisition of part of certain properties), 49(10) (traffic regulation), and 50(5) (felling or lopping). To ensure this schedule is kept as legible as possible, these additional instances of this change are not repeated again in this Table 2.2.	C
12.	Article 12, Application of the Permit Schemes	The proposed amendment is in response to DCO 1.A21 to provide clarity around what would happen if the Applicant chose to appeal using more than one appeal mechanism.	(8) Without restricting the undertaker's recourse to any alternative review, adjudication or appeal mechanism which may be available under the permit schemes or otherwise, the undertaker may appeal any decision to refuse to grant a permit or to grant a permit subject to conditions pursuant to the permit schemes in accordance with the mechanism set out in Schedule 4 (Discharge of Requirementsdischarge of requirements) of this Order: except that upon the undertaker submitting an appeal to the Secretary of State pursuant to that Schedule in respect of such a decision, neither the undertaker nor any other party may use, or continue to use, the alternative review, adjudication or appeal mechanism in relation to that decision and any such alternative review, adjudication or appeal commenced must cease and neither its process nor its determination will have any effect.	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
13.	Article 21, Protective works	The proposed amendment removes reference to the UKOP protective works from Article 21 as these powers are now proposed to be covered more comprehensively elsewhere in the draft DCO. There are also consequential changes to cross-references.	Protective works 21.—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any land, building, structure, apparatus or equipment, lying within the Order limits or which may be affected by the authorised development including the UKOP protective works, as the undertaker considers necessary or expedient. (2) Protective works may be carried out— (a) at any time before or during the carrying out in the vicinity of the land, building, structure, apparatus or equipment, of any part of the authorised development or works ancillary to it; or (b) after the completion of any part of the authorised development in the vicinity of the land, building, structure, apparatus or equipment, at any time up to the end of the period of 5 years beginning with the day on which that part of the authorised development is first brought into operational use. (3) For the purpose of determining how the functions under this article are to be exercised, the undertaker may enter and/or survey— (a) any land, building, structure, apparatus or equipment, falling within paragraph (1) and any land within its curtilage; and (b) where reasonably necessary, any land which is adjacent to the land, building, structure, apparatus or equipment, whether or not within the Order limits, and place on, leave on and remove from the building, structure, apparatus or equipment any apparatus and equipment for use in connection with the survey. (4) For the purpose of carrying out protective works under this article to any land, building, structure, apparatus or equipment, the undertaker may (subject to paragraphs (6) <u>(5)</u> and (7) <u>(6)</u>)— (a) enter the land, building or structure and any land within its curtilage; and (b) where the works cannot be carried out reasonably conveniently without entering land which is adjacent to the land, building or structure but outside its curtilage, enter the adjacent land (but not any building erected on it). (4) Subject to paragraphs (5) and (6), in respect of the UKOP protective works, the undertaker is entitled to retain such works in place and access those works for the purpose of maintaining, monitoring and inspecting them in perpetuity.	C

Ref. dDCO Ref.	Rationale for the Change Change Made	Version of dDCO
	<u>(5)</u> (5) Before exercising— (a) a right under paragraph (1) to carry out protective works to any land, building, structure, apparatus or equipment; (b) a right under paragraph (3) to enter and/or survey any land, building, structure, apparatus or equipment, and land within its curtilage or any adjacent land; (c) a right under paragraph (4)(a) to enter the land, building or structure and land within its curtilage; (d) a right under paragraph (4)(b) to enter land²; (e) a right under paragraph (5) to enter land; the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14<u>10 business</u> days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a) or (c), specify the protective works proposed to be carried out. <u>(6)</u> (6) Where a notice is served under paragraph (65)(a), (c), or <u>or</u> (d) or (e), the owner or occupier of the land, building, structure, apparatus or equipment concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 62 (arbitration). <u>(11)</u> (11) Any compensation payable under paragraph (87) or (98) must be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
14.	Article 21, Protective works	The proposed amendment provides a 'business day' equivalent period to the original 14 day period, in response to DCO 1.A3.	(5) (5) Before exercising— (a) a right under paragraph (1) to carry out protective works to any land, building, structure, apparatus or equipment; (b) a right under paragraph (3) to enter and/or survey any land, building, structure, apparatus or equipment, and land within its curtilage or any adjacent land; (c) a right under paragraph (4)(a) to enter the land, building or structure and land within its curtilage; (d) a right under paragraph (4)(b) to enter land;₂ (e) a right under paragraph (5) to enter land, the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14<u>10 business</u> days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a) or (c), specify the protective works proposed to be carried out. This correction has been made throughout the 3.1 Draft Development Consent Order (Revision C), specifically at articles 22(3) (authority to survey and investigate the land), 27(2) (temporary use of land by National Grid), 28(2) (temporary use of land by UKPN and UKOP), 29(3) and (11) (temporary use of land for maintaining the authorised development), and 59(4) (amendment of local legislation).	C
15.	Article 23, Removal of human remains	The proposed amendment provides a 'business day' equivalent period to the original 56 day period, in response to DCO 1.A3.	(5) At any time within 56<u>40 business</u> days after the first publication of a notice under paragraph (3) any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(9) If— (a) within the period of 5640 <u>business</u> days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or (b) such notice is given and no application is made under paragraph (7) within 5640 <u>business</u> days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 5640 <u>business</u> days; or (c) within 5640 <u>business</u> days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or (d) it is determined that the remains to which any such notice relates cannot be identified, subject to paragraph (10) the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be re-interred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.	
16. Article 27, Temporary use of land by National Grid	The proposed amendment ensures that National Grid would not be required to remove essential mitigation works, for example, the UKOP protective works, when it gives up temporary possession of land. Correction of typographical error in Schedule cross-referencing.	(5) Before giving up possession of land of which only temporary possession has been taken under paragraph (1)(a)(i), unless otherwise agreed with the owners of the land, National Grid must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land, but National Grid is not required to— (a) replace a building, structure, apparatus, equipment, electric line, electrical plant or pylon removed under this article; (b) restore the land on which any works or mitigation works have been carried out under paragraph (1)(d); (c) remove any foundations below 1.2 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations; (d) remove any permanent work including pylons, electric lines, underground electric line, or other permanent services, constructed or installed on, over, under or in that land as part of the authorised development; (e) remove any ground-strengthening works (being either works listed in Schedule 4011 of this order or other works to provide safe and stable ground conditions) <u>or other works of mitigation</u> which have been placed in that land to facilitate construction <u>or operation</u> of the authorised development;	C

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(6) Before giving up possession of land of which temporary possession has been taken under paragraph (1)(a)(ii), unless otherwise agreed by the owners of the land, National Grid must either acquire the land or the interest on, over, or in the land in accordance with the provisions of paragraph (3)(b) or remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but National Grid is not required to— (a) replace a building, structure, apparatus, equipment, electric line, electrical plant or pylon removed under this article; (b) restore the land on which any mitigation works have been carried out under paragraph (1)(d); (c) remove any foundations below 1.2 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations; (d) remove any permanent work including pylons, electric lines, underground electric line, or other permanent services, constructed or installed on, over, under or in that land as part of the authorised development; (e) remove any ground-strengthening works (being works to provide safe and stable ground conditions)) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development; (f) remove or reposition any apparatus belonging to statutory undertakers; (g) remove any drainage works; or (h) restore ground levels adjusted as part of the authorised development.	
17. Article 28, Temporary use of land by UKPN and UKOP	The proposed amendment affords UKOP equivalent powers of temporary possession of land as are proposed for UKPN to ensure that they have sufficient rights to access land to carry out the UKOP protective works.	Temporary use of land by UKPN <u>and UKOP</u> 28.—(1) UKPN may, in connection with the carrying out of the UKPN Works— <u>(13) UKOP may exercise the powers set out in paragraph (1) to (3), subject to paragraphs (4) to (12), of this article 28 as though references to UKPN were references to UKOP and references to the UKPN Works were references to the UKOP protective works, and in respect of paragraphs (5) and (6), UKOP is also not required to remove any ground strengthening works (being works to provide safe and stable ground conditions) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development including the UKOP protective works.</u> Consequential changes to cross-references to this newly-named article are made throughout the 3.1 Draft Development Consent Order [Revision C] and each instance is not individually listed in this Table 2.2.	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
18.	Article 49, Traffic regulation	Correction of column numbers to reflect those in Schedule 13.	Traffic regulation 49.—(1) Subject to the provisions of this article, the undertaker may at any time for the purposes of the authorised development or for purposes ancillary to the construction or maintenance of the authorised development— (a) prohibit waiting of vehicles and regulate vehicular speed by imposing a speed restriction on vehicles in the manner specified in Part 1 of Schedule 13 (traffic regulation orders) on a road specified in column (12) and along the lengths and between the points specified in column (23) in the manner specified in column (34) of that Part of that Schedule; (b) prohibit use of roads by through traffic and/or regulate the direction of vehicular movements in the manner specified in Part 2 of Schedule 13 (traffic regulation orders) on the roads specified in column (12) and along the lengths and between the points specified in column (23) in the manner specified in column (34) of that Part of that Schedule; (c) prohibit overtaking in the manner specified in Part 3 of Schedule 13 (traffic regulation orders) on the roads specified in column (12) and along the lengths and between the points specified in column (23) in the manner specified in column (34) of that Part of that Schedule. (3) Subject to the provisions of this article, the undertaker may at any time for the purposes of the authorised development or for purposes ancillary to the construction, maintenance or operation of the authorised development implement permanent traffic regulation measures to prohibit waiting of vehicles and regulate vehicular speed by imposing a speed restriction on vehicles in the manner specified in Part 4 of Schedule 13 (traffic regulation orders) on a road specified in column (12) and along the lengths and between the points specified in column (23) in the manner specified in column (34) of that Part of that Schedule.	C
19.	Article 49, Traffic regulation	The proposed amendment provides a ‘business day’ equivalent period to the original seven day period, in response to DCO 1.A3.	(4) The undertaker must not exercise the powers in paragraphs (1), (2) or (3) unless it has— (a) given not less than four weeks’ notice in writing of its intention so to do to the chief officer of police and to the traffic authority in whose area the road is situated; and (b) advertised its intention in such manner as the traffic authority may specify in writing within seven<u>five business</u> days of its receipt of notice of the undertaker’s intention as provided for in sub-paragraph (a).	
20.	Article 49, Traffic regulation	The proposed amendment is included following feedback from Suffolk	(13) <u>A copy of the instrument referred to in paragraph (5) must be made available on request and, as soon as reasonably practicable after being made, must be served on the traffic authority.</u>	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		County Council and Babergh and Mid Suffolk to ensure visibility and accurate record keeping for relevant traffic authorities.		
21.	Article 50, Felling or lopping	Correction of cross-reference to paragraph (5) so that deemed consent provision does not operate where an application does not include the statement required by paragraph (6).	(7) If an application for consent under paragraph (4) does not include the statement required under paragraph (6), then the provisions of paragraph (6 5) will not apply to that application.	C
22.	Article 55, Procedure regarding certain approvals etc.	Insertion of qualifying wording to give effect to new paragraph (4).	(3) The <u>Subject to paragraph (4) the</u> procedure set out in paragraphs 3, 4 and 5 of Schedule 4 (discharge of Requirements <u>requirements</u>) has effect in relation to any other consent, agreement or approval required under this Order where such consent, agreement or approval is granted subject to any condition to which the undertaker objects, or is refused or is withheld.	C
23.	Article 55, Procedure regarding certain approvals etc.	Insertion of new paragraph (4) to clarify that where the provisions of article 62 (arbitration) are specified to apply under Schedule 16 (protective provisions), the mechanisms of Schedule 4 (discharge of requirements) will not apply.	<u>(4) Paragraphs 3, 4 and 5 of Schedule 4 (discharge of requirements) do not have effect in respect of any consent, agreement or approval required by the provisions of Schedule 16 (protective provisions) to which article 62 (arbitration) instead applies.</u>	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
24.	Article 56, Safeguarding	The proposed amendment provides a 'business day' equivalent period to the original 21 day period, in response to DCO 1.A3.	Safeguarding 56.—(1) Save in respect of exempt applications, before granting planning permission for development to which this article applies, a relevant planning authority must consult the undertaker. (2) This article applies to development which would be wholly or partly within the Order limits. (3) Where this article requires a relevant planning authority to consult the undertaker before granting planning permission— (a) they must give the undertaker notice of the application for planning permission (unless the applicant has served a copy of the application on the undertaker); and (b) they may not determine the application before the end of the period of 21<u>15</u> business days, beginning two business days after the relevant planning authority has sent the notice to the undertaker by first class post or by such other means of service as may be agreed with the relevant planning authority, which will be deemed to be the date on which the undertaker receives the notice or copy of the application. (8) In this article— “exempt applications” means— (a) an application for planning permission which relates to development that— (i) consists of an alteration to an existing building, or the change of use of an existing building or land; and (ii) does not involve, or is not likely to involve, any construction engineering or other operations below existing ground level; (b) an application for planning permission which is to be determined by a relevant planning authority in the period of 21<u>15</u> business days beginning on the day after the date on which the Order comes into force; and	C
25.	Article 56, Safeguarding	Minor typographical correction.	“relevant planning authority” means the <u>any local</u> planning authority in receipt of an application for planning permission to which this article applies.	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
26.	Schedule 1, Authorised Development	The proposed amendment brings the UKOP protective works into the scope of the authorised development. The intention is that this proposal will replace the description of works previously included in Schedule 9A.	<u>Work No. 17A – works for the protection of UKOP apparatus</u> <u>Works shown as commencing on Section H Sheet 1A and terminating on Section H Sheet 1B of the works plans for the provision of alternating current mitigation in accordance with British Standard EN ISO 18086 in respect of the UKOP 14-inch Thames to Buncefield Multi Fuel pipeline including—</u> <u>(a) provision of anti-corrosion earthing strips;</u> <u>(b) subsurface cabling to connect mitigation works, monitoring pillars and pipeline;</u> <u>(c) two temporary construction compounds, which may include—</u> <u>(i) earthworks, soil stripping and storage, ground improvement;</u> <u>(ii) car parking, hard standing, roadways and access roads (including construction site services and temporary bridges);</u> <u>(iii) drainage works;</u> <u>(iv) office and staff welfare facilities;</u> <u>(v) utility service connections for electricity, communication and potable water and/or connection of power supply may from temporary generators;</u> <u>(vi) utility service connection or on site storage for later disposal of grey water and sanitation;</u> <u>(vii) emergency electrical generator;</u> <u>(viii) materials, tools and fuel storage and laydown areas;</u> <u>(ix) assembly areas;</u> <u>(x) plant and equipment storage areas;</u> <u>(xi) wheel cleaning facilities;</u> <u>(xii) security cabin and fencing and gates;</u> <u>(xiii) construction and security lighting; and</u> <u>(xiv) construction of waste management facilities; and</u> <u>(d) test posts and other facilities and equipment for monitoring the alternating current mitigation works.</u>	C

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27.	Schedule 3, Requirements (Paragraph 1(1))	Amendment made following feedback from host authorities that the definition of 'discharging authority' is unclear.	"discharging authority" means the body responsible for giving any consent, agreement or approval required by a requirement included in this Order, or further to any document referred to in any requirement, or the local authority in the exercise of functions set out in sections 60 or 61 of the Control of Pollution Act 1974(a);	C
28.	Schedule 3, Requirements (Paragraph 1(3))	Amendment to specify more clearly the type of information or materials that may be approved under the requirements and by whom.	(3) Where any requirement requires the authorised development to be carried out in accordance or <u>in</u> general accordance with matters including a plan, <u>any</u> document, or plan, drawing, strategy, statement, details or other information approved by the relevant planning authority or the relevant highway authority, those matters <u>such document, plan, drawing, strategy, statement, details or other information</u> are to be taken to include any amendments that may have been subsequently be approved in writing by the relevant discharging <u>planning</u> authority <u>or the relevant highway authority in question.</u>	C
29.	Schedule 3, Requirements (Paragraph 2(4))	Correction of a minor typographical error.	(4) Proceedings are not finally determined for the purposes of sub-paragraph <u>sub-paragraph</u> (3)(a) if any appeal— (a) could be brought (ignoring any possibility of an appeal out of time with permission), or (b) has been made and not withdrawn or finally determined.	C
30.	Schedule 3, Requirements (Paragraph 3(1))	The proposed amendment provides a 'business day' equivalent period to the original seven day period, in response to DCO 1.A3.	(1) Unless otherwise agreed with the relevant planning authority, written notice setting out the anticipated programme for the carrying out of pre-commencement operations must be given to the relevant planning authority no less than seven <u>five business</u> days prior to the date on which those pre-commencement operations are first carried out.	
31.	Schedule 3, Requirements (Paragraph 3(4))	The proposed amendment is in response to feedback from host authorities and the Examining Authority regarding decision timescales. Further explanation can be found in response to DCO 1.A2.	(4) Written notice of the commencement and completion of construction of each stage of the authorised development, and the operational use of each stage of the authorised development, must be given to the relevant planning authority within 28 <u>25 business</u> days of the relevant event occurring. With the exception of Schedule 16 (protective provisions) which remain under discussion with the relevant stakeholders, this correction has been made throughout the 3.1 Draft Development Consent Order (Revision C) schedules, specifically at schedules 4 (paragraphs 1(1) and 3(2)) (discharge of	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			requirements) and 10 (paragraph 11) (modification of compensation and compulsory purchase enactments for creation of new rights). To ensure legibility of this Table 2.2, each instance is not individually repeated in this table.	
32.	Schedule 3, Requirements (Paragraph 3(5))	Correction of a minor typographical error that will ensure it is clear that there may be revisions to the written scheme.	(5) The authorised development must be carried out in accordance with the <u>any</u> written scheme submitted further to sub-paragraph (2) or (3).	C
33.	Schedule 3, Requirements (Paragraph 4)	Removal of reference to discharging authority following deletion of the definition. Replacement of “in consultation with” by “following consultation with” is a statutory drafting point to clarify that it is the relevant planning authority who is responsible for making and communicating its decision following consultation and that the decision does not rest with the consultee. Reference to the “relevant highway authority” has been added following feedback from National Highways that it must be consulted to the extent that	4. Construction Management Plans (1) No stage of the authorised development may commence until, for that stage, the following plans as relevant to that stage have been submitted to and approved by the relevant planning authority (in<u>following</u> consultation with Natural England in the case of the landscape and ecological management plan)-or other discharging authority as may be appropriate to <u>and</u> the relevant <u>highway authority in the case of the construction traffic management plan concerned</u>). The relevant plans are— (a) code of construction practice (which must be substantially in accordance with the outline code of construction practice); (b) construction traffic management plan (which must be substantially in accordance with the outline construction traffic management plan); (c) landscape and ecological management plan (which must be substantially in accordance with the outline landscape and ecological management plan); (d) public rights of way management plan (which must be substantially in accordance with the outline public rights of way management plan); (2) All construction works for each<u>Each</u> stage of the authorised development must be carried out in accordance with the approved plans referred to in paragraph (1), unless otherwise agreed with the relevant planning authority-or other discharging authority as may be appropriate to the relevant plan concerned. (3) All pre-commencement operations must be carried out in accordance with the outline code of construction practice, the outline construction traffic management plan, the outline landscape and ecological management plan and the outline public rights of way management plan unless otherwise agreed with the relevant planning authority-or other discharging authority as may be appropriate to the relevant plan concerned.	C

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		the proposals affect the strategic road network. Paragraph (2) is amended to make clear that all stages of the authorised development (and not just construction works) must be carried out in accordance with the approved plans, thereby securing the commitments and mitigation measures contained in the management plans.		
34.	Schedule 3, Requirements (Paragraph 5)	Amendments proposed following feedback from host authorities as to the need for the involvement of the county planning authority in historic environment matters.	5. Archaeology (1) No stage of the authorised development may commence until either a preservation in situ management plan, or detailed written schemes of investigation of areas of archaeological interest relevant to that stage (if any), as identified within the outline archaeological mitigation strategy and outline written scheme of investigation or identified through evaluation work as set out in the outline archaeological mitigation strategy and outline written scheme of investigation, has been submitted to and approved by the relevant discharging<u>planning</u> authority in<u>following</u> consultation with <u>the relevant county planning authority and, if relevant,</u> Historic England. (2) Any detailed archaeological works must be carried out in accordance with the approved detailed written scheme of investigation for that stage. (4) All pre-commencement operations must be carried out in accordance with the outline archaeological mitigation strategy and outline written scheme of investigation, unless otherwise agreed with the relevant discharging<u>planning</u> authority in<u>following</u> consultation with <u>the relevant county planning authority and, if relevant,</u> Historic England.	C

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35.	Schedule 3, Requirements (Paragraph 7)	Correction of a typographical error to ensure consistency with the defined term.	(4) The following operations may take place outside the core working hours and, as the case may be, the hours referred to in sub-paragraph (3)— (a) trenchless crossing operations including beneath highways, railway lines, woodlands, nature reserves, Sites of Special Scientific Interest or watercourses; (b) the installation and removal of conductors, pilot wires and associated protective netting (included but not limited to) across highways, railway lines or watercourses; (c) the jointing of underground cables; (d) the continuation of any work activity commenced during the core working hours to a point where they can securely and or safely be paused; (e) any highway works requested by the relevant highway authority to be undertaken on a Saturday or Sunday or outside the core working hours; (f) the testing or commissioning of any electrical plant installed as part of the authorised development including undertaking of any identified corrective activities; (g) the completion of works delayed or held up by severe weather conditions which disrupted or interrupted normal construction activities; (h) activity necessary in the instance of an emergency where there is a risk to persons or property; (i) security monitoring; (j) non-intrusive surveys; (k) intrusive surveys; (l) oil processing of transformers or reactors in substation sites; (m) delivery to the transmission works of abnormal indivisible loads and any highway works requested by the relevant highway authority to be undertaken outside the core working hours; and (n) mechanical and electrical installation works within buildings once erected and enclosed.	C

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36.	Schedule 3, Requirements (Paragraph 10)	The intention of the proposed amendment to Requirement 10 to exclude Work No. 17A is to be abundantly clear that, when reinstating land that has temporarily been used for construction, the UKOP protective works can be retained in situ. References to “a condition suitable for its former use” have been amended following feedback from host authorities. The Applicant considers “former condition” to be more precise than the suggested definition of “former use” and therefore more appropriate terminology.	10. Reinstatement schemes (1) Subject to sub-paragraphs (2) and (3), any land within the Order limits which is used temporarily for construction (<u>save in respect of Work No. 17A</u>) is to be reinstated to a condition suitable for its former use<u>condition</u>, or such condition as the relevant planning authority may approve, within 21 months of completion of the construction of the stage of authorised development for which it was required, or such further time as may be approved by the relevant planning authority. (2) The requirement to reinstate the land to a condition suitable for its former use<u>condition</u> does not apply to land above or within 10 metres of underground cables installed as part of the authorised development. (3) The requirement to reinstate the land to a condition suitable for its former use<u>condition</u> is subject to the provisions of article 27 (temporary use of land by National Grid), article 28 (temporary use of land by UKPN <u>and UKOP</u>) and article 29 (temporary use of land for maintaining the authorised development).	C
37.	Schedule 3, Requirements (Paragraph 11)	Amendment proposed in response to DCO 1.S3 to ensure ongoing maintenance of the approved details.	11. Approval of details having regard to the design approach for site specific infrastructure (1) No part of Work No. 18(b) (construction of gas insulated switchgear building and gas insulated hall annexe) may commence until details of the external colour of those buildings have been submitted to, the relevant planning authority, and the relevant planning authority has confirmed that the details are in general accordance with the design approach for site specific infrastructure. (2) <u>The external colour of those buildings forming part of Work No. 18(b) (construction of gas insulated switchgear building and gas insulated hall annexe) must be maintained in accordance with the details approved by the relevant planning authority under sub-paragraph (1).</u>	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
38.	Schedule 3, Requirements (Paragraph 13)	Replacement of “in consultation with” by “following consultation with” is a statutory drafting point to clarify that it is the relevant planning authority who is responsible for making and communicating its decision following consultation and that the decision does not rest with the consultee.	13. Decommissioning (1) In the event that, at some future date, the authorised development, or part of it, is to be decommissioned, a written scheme of decommissioning must be submitted to the relevant planning authority for its approval in<u>following</u> consultation with the relevant highway authority, at least six months prior to decommissioning works.	C
39.	Schedule 4, Discharge of requirements (Paragraph 2)	Replacement of “5 days” with “5 business days” and replacement of “21 days” with “15 business days” to provide a ‘business day’ equivalent period to the original periods in response to DCO 1.A3.	<i>Further information</i> 2.—(1) Where an application has been made under paragraph 1 the relevant authority may request such reasonable further information from the undertaker as it considers is necessary to enable it to consider the application. (2) If the relevant authority considers further information is necessary and the Requirement<u>requirement</u> does not specify that consultation with a requirement consultee is required, the relevant authority must, within 5 <u>business</u> days of receipt of the application, notify the undertaker in writing specifying the further information required. (3) If the Requirement<u>requirement</u> specifies that consultation with a requirement consultee is required, the relevant authority must issue the consultation to the requirement consultee within 5 <u>business</u> days of receipt of the application and must notify the undertaker in writing specifying any further information requested by the requirement consultee within 5 <u>business</u> days of receipt of such a request and in any event within 21<u>15 business</u> days of receipt of the application. (4) If the relevant authority does not give the notification mentioned in sub-paragraphs (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker. (5) Where further information is requested under this paragraph in relation to part only of an application, that part is treated as separate from the remainder of the application for the purposes of calculating the time periods referred to in paragraph 1 and in this paragraph.	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
40.	Schedule 4, Discharge of requirements (Paragraph 3)	Correction in recognition of the removal of the definition of “discharging authority”,	3.—(1) Where an application is made to a relevant authority for any consent, agreement or approval required by a Requirement<u>requirement</u> (including consent, agreement or approval in respect of part of a Requirement<u>requirement</u>), a fee must be paid to the relevant authority as follows— (a) such fee as may be prescribed (under sections 303 and 333(2A) of the 1990 Act for the discharge of conditions attached to a planning permission); or (b) a fee of £298 per request unless a bespoke arrangement has been agreed between the applicant and discharging<u>relevant</u> authority and legally secured.	C
41.	Schedule 4, Discharge of requirements (Paragraph 4)	Correction of a typographical error to ensure consistency with the defined term, and to reflect the changes made to article 55(4) which provides that article 62 (arbitration) will apply in place of Schedule 4 (discharge of requirements) where specified in Schedule 16 (protective provisions).	<i>Appeals</i> 4.—(1) The undertaker may appeal if— (a) the relevant authority refuses an application for— (i) any consent, agreement or approval required by a Requirement<u>requirement</u> or any document referred to in any Requirement<u>requirement</u>; or (ii) <u>(except as provided in article 55(4))</u> any other consent, agreement or approval required under this Order, or grants it subject to conditions to which the undertaker objects; (b) the relevant authority does not give notice of its decision to the undertaker within the period specified in paragraph 1(1); (c) having received a request for further information under paragraph 1(3) the undertaker considers that either the whole or part of the specified information requested by the relevant authority is not necessary for consideration of the application; or (d) having received any further information requested, the relevant authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.	C
42.	Schedule 4, Discharge of requirements (Paragraph 5)	Amendment to reflect that Schedule 4 (discharge of requirements) applies in some instances beyond Schedule 3 (requirements)	(5) Any consent, agreement or approval given by the appointed person pursuant to this Schedule is deemed to be an approval for the purpose of Schedule 3 (requirements) <u>or the relevant other consent, agreement or approval required under this Order</u> as if it had been given by the relevant authority.	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
43.	Schedule 4, Discharge of requirements (Paragraph 6)	Amendment to reflect that Schedule 4 (discharge of requirements) applies in some instances beyond Schedule 3 (requirements)	<i>Interpretation of Schedule 4</i> 6. In this Schedule— “the appeal parties” means the relevant authority, the requirement consultee and the undertaker; “relevant authority” means the <u>person or</u> body responsible for giving and<u>any</u> consent, agreement or approval under this schedule or required by a requirement, or any document referred to in any requirement, under this Order or (except as provided in article 55(4) any other consent, agreement or approval required under this Order (including the relevant owner of a watercourse, sewer or drain as may be appropriate to the consent, agreement or approval sought); and “requirement consultee” means any body named in a Requirement which is the subject of an appeal<u>requirement</u> as a body to be consulted by the relevant authority in discharging that Requirement<u>requirement</u>.	C
44.	Schedule 9A, Works for the protection of UKOP apparatus	Schedule 9A is replaced by the description of the UKOP protective works contained in a new Work No. 17A.	SCHEDULE 9A Article 21 WORKS FOR THE PROTECTION OF UKOP APPARATUS Works for the provision of alternating current mitigation in accordance with British Standard EN ISO 18086 in respect of the UKOP 14-inch Thames to Epping high-pressure multi-fuel pipeline between OS-grid reference [●] and OS-grid reference [●].	C
45.	Schedule 11, Land of which temporary possession may be taken	Updates to reflect changes to land parcels or classes of rights that emanated from the acceptance of Change Application 1 – Bulphan (Section H) and Change Application 2 – Little Bromley (Section C).	<u>Amendments to Section C</u>	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
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C-15/2b, C-15/3b, C-15/3e, C-15/8, C-15/24, C-15/25, C-15/26, C-15/27, C-15/28, C-15/29, C-15/30, C-15/31, C-15/36, C-15/40 , C-15/41	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 39
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C-16/1a, C-16/1b, C-16/1c, C-16/1e, C-16/1f, C-16/1g, C-16/6, C-16/8 , C-16/9, C-16/11, C-16/12, C-16/13, C-16/14, C-16/16a, C-16/17, C-16/18, C-16/19, C-16/20, C-16/21, C-16/23, C-16/24, C-16/25, C-16/26, C-16/27, C-16/28, C-16/29, C-16/30, C-16/31, C-16/32, C-16/35, C-16/36, C-16/38, C-16/40, C-16/41, C-16/42, C-16/43, C-16/45, C-16/46, C-16/47a, C-16/48a, C-16/49, C-16/50, C-16/53 , C-16/55 , C-16/59	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 39
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Amendments to Section H

(1) <i>Plot number of Land shown on Land Plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>
H-1/14, H-1/18, H-1/19, H-1/23, H-1/25, H-1/27, H-1/28, H-1/29, H-1/30, H-1/33, H-1/34, H-1/36, H-1/38, H-1/39, H-1/41, H-1/45, H-1/47, H-1/48, H-1/49, H-1/52, H-1/53,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A Work No. 33 Work No. 34 Work No. 35 Work No. 37 Work No. 40

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			H-1A/2, H-1A/3, H-1A/8, H-1A/9, H-1A/10, H-1A/12, H-1A/14, H-1A/15, H-1A/16 H-1B/1, H-1B/2, H-1B/3, H-1B/5, H-1B/8, H-1B/10, H-1B/11, H-1B/12, H-1B/13, H-1B/14, H-1B/15 H-2/5, H-2/6, H-2/7, H-2/10, H-2/11, H-2/16, H-2/17, H-2/22, H-2/28, H-2/34, H-2/35, H-2/38, H-2/39, H-2/41, H-2/43, H-2/44, H-2/45, H-2/46, H-2/47, H-2/48, H-2/50, H-2/51 Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure Work No. 17A Work No. 17 Work No. 17A Work No. 17 Work No. 17A	
46.	Schedule 16, Protective Provisions (Part 5 – For the Protection of National Highways)	Minor typographical correction.	Interpretation 2. <u>(1)</u> Where the terms used in this Part of this Schedule are defined in article 2 (<i>interpretation</i>) of this Order are inconsistent with subparagraph<u>sub-paragraph</u> (2) <i>below the latter prevail.</i>	C
47.	Schedule 16, Protective Provisions (Part 6 – For the Protection of Five Estuaries)	Addition of text to the heading for consistency with other Parts of this Schedule.	PART 6 FOR THE PROTECTION OF FIVE ESTUARIES	C

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48.	Schedule 16, Protective Provisions (Part 6 – For the Protection of Five Estuaries)	Minor typographical correction.	Indemnity 8. —xxxx—<u>(1)</u> At all times after Five Estuaries has commenced construction and the conditions below are met to comply with elause<u>sub-paragraphs</u> 8(2) to 8(7)— (i) NGET is working within the EACN Substation Area; (ii) NGET is working in an area in which Five Estuaries either has land rights or is in occupation of and/or; (iii) NGET is carrying out works within 15 meters of any Five Estuaries works or apparatus; (iv) excepting any works which are works regulated by the connection agreement between the undertaker and National Grid Energy Systems Operator (or a successor thereto) and carried out within the New National Grid Substation Boundary which will be governed solely by that agreement and not this Part:	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
49.	Schedule 16, Protective Provisions (Part 7 – For the Protection of North Falls)	Addition of draft provisions for the protection of North Falls.	<u>PART 7</u> <u>FOR THE PROTECTION OF NORTH FALLS</u> <u>Application</u> <u>1. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and North Falls.</u> <u>Interpretation</u> <u>2. In this Part:</u> <u>“apparatus” means electric lines or electrical plant belonging to or maintained by North Falls together with any replacement apparatus, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;</u> <u>“EACN Substation Area” the land shown in the lands plans as plots 16,006,16007 and 16,008;</u> <u>“New EACN Substation” means the substation to be constructed within the EACN Substation Area as Work No. 8;</u> <u>“New EACN Substation boundary” means the final boundary of the substation to be constructed within the EACN Substation Area as determined by the undertaker;</u> <u>“North Falls” means North Falls Offshore Wind Farm Limited (and any successor in title, transferee and lessee, as the case may be) as the undertaker with the benefit of all or part of the North Fall Offshore Wind Farm Order;</u> <u>“Overlap Area” means any land within the Order land that is also within the land defined as the Order land in the North Falls Offshore Wind Farm Order but excluding the EACN Substation Area.</u> <u>Compulsory acquisition of land and rights</u> <u>3. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, within the Overlap Area, the undertaker must not acquire any interest in land or any apparatus or override any easement or other interest of North Falls otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.</u>	C

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
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4. Where within the EACN Substation Area but outside of the New EACN Substation Boundary, the undertaker acquires land within which North Falls have rights to install, maintain and operate apparatus and associated equipment ~~for the~~ purposes of transmission of electricity, and/or over which they have rights to access apparatus, the undertaker must not extinguish, suspend, override or acquire such rights or apparatus unless and until the undertaker affords to North Falls alternative, necessary rights in substitution for the rights to be extinguished, suspended, overridden or acquired, and those alternative rights must be granted upon such terms and conditions as may be agreed between the undertaker and North Falls acting reasonably.

5. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker must not suspend or extinguish any temporary possession right being exercised by North Falls otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

6. The undertaker will not exercise any rights, including rights of temporary possession, over [plots] (being the alignment of a temporary haul road proposed by North Falls) so as to exclude or prevent any use of these plots by North Falls.

Protection of North Falls apparatus

7. —(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker may not, under the powers of this Order, adjust, remove, alter, divert or interfere with any apparatus situated outside the EACN Substation Area owned by North Falls otherwise than by agreement.

Indemnity

8. —(1) At all times after North Falls has commenced construction and the conditions below are met to comply with sub-paragraphs 8(2) to 8(7)—

- (a) NGET is working within the EACN Substation Area;
- (b) NGET is working in an area in which North Falls either has land rights or is in occupation of; and/or
- (c) NGET is carrying out works within 15 meters of any North Falls works or apparatus;
- (d) excepting any works which are works regulated by the connection agreement between North Falls and National Grid Energy Systems Operator (or a successor thereto) and carried out within the New National Grid Substation Boundary which will be governed solely by that agreement and not this Part.

(2) Subject to sub-paragraphs (3) and (4), if by reason or in consequence of the construction use or maintenance or failure of any works to which paragraph 8(1) applies by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, or any subsidence resulting from any of these works, any damage is caused to any apparatus or property of North Falls, or North Falls becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from North Falls the cost reasonably and properly incurred by North Falls in making good such damage or restoring the supply; and
- (b) indemnify North Falls for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from North Falls, by reason or in consequence of any such damage or interruption or North Falls becoming liable to any third party other than arising from any default of North Falls.

(3) The fact that any act or thing may have been done by North Falls on behalf of the undertaker or in accordance with a plan agreed with North Falls or in accordance with any requirement of North Falls or under its supervision will not (unless sub-paragraph (4) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless North Falls fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(4) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(a) <u>any damage or interruption to the extent that it is attributable to the neglect or default of North Falls, its officers, servants, contractors or agents; or</u> (b) <u>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.</u> (5) <u>North Falls must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.</u> (6) <u>North Falls 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> (7) <u>North Falls must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within North Falls' reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of North Falls' control and if reasonably requested to do so by the undertaker North Falls must provide an explanation of how the claim has been minimised, where relevant.</u> <u>Disputes</u> <u>Any dispute arising between the undertaker and North Falls under this Part of this Schedule, is to be determined by arbitration under article [62 (arbitration)].</u>	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO										
50.	Schedule 19, Certified Documents	Adjustment to certified document in response to DCO 1.S26.	SCHEDULE 19 CERTIFIED DOCUMENTS <table><tr><td>(1) Document title</td><td>(2) Document reference</td></tr><tr><td>Access, Rights of Way and Public Rights of Navigation Plans</td><td>2.5</td></tr><tr><td>Book of reference</td><td>4.3</td></tr><tr><td>Design approach to site specific infrastructure</td><td>7.16</td></tr><tr><td>Design and Layout Plans —Subs &— Cables(elevations)</td><td>2.6.1</td></tr></table>	(1) Document title	(2) Document reference	Access, Rights of Way and Public Rights of Navigation Plans	2.5	Book of reference	4.3	Design approach to site specific infrastructure	7.16	Design and Layout Plans —Subs &— Cables(elevations)	2.6.1	Article 60 C
(1) Document title	(2) Document reference													
Access, Rights of Way and Public Rights of Navigation Plans	2.5													
Book of reference	4.3													
Design approach to site specific infrastructure	7.16													
Design and Layout Plans —Subs &— Cables(elevations)	2.6.1													

Table 2.3 Schedule of Changes to Version C of the draft DCO [REP3-004]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
1.	Article 2, Interpretation	A minor amendment so the definition refers to the relevant document for consistency.	“design and layout plans (elevations)” means those parts of the design and layout plans – subs & cables (document 2.6.1) listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents) showing the elevations of proposed equipment and proposed overhead line works;	D
2.	Article 2, Interpretation	A minor amendment so the definition refers to certification by the Secretary of State for consistency.	“outline construction traffic management plan” means the document of that description (together with its appendices) (document 7.3) certified by the Secretary of State as the outline code of construction practice for the purposes of this Order under article 60 (certification of documents);	D
3.	Article 2, Interpretation	Minor typographical correction.	“outline public rights of way management plan” means the document of that description (together with its appendices) (document 7.6) certified by the Secretary of State as the outline public rights of way management plan for the purposes of this Order under article 60 (certification of documents);	D
4.	Article 2(3), Interpretation and throughout the draft DCO	Minor typographical correction.	(3) All distances, directions, levels, heights and lengths referred to in this Order and in any plans and documents certified under article 60 (certification of documents), are approximate. Distances between points on a work comprised in the authorised development are taken to be measured along that work. All distances for scheduled linear works referred to in this Order are measured along the centre line of the limits of deviation for that work. All pylon identification numbers set out in this Order are identified by reference to the pylon locations along the centre line of such works, and are subject to the limits of deviation for that work, such that the number of pylons, the pylon numbering and the height and location of pylons may adjust in accordance with the limits of deviation identified in article 5 (limits of deviation). Unless otherwise specified in article 5 (limits of deviation) and Schedule 1 (authorised development), heights and depths in this Order or on the Work Plansworks plans are measured from the proposed final ground level. The Applicant has corrected the 3.1 Draft Development Consent Order (Revision D) to ensure that the term “works plans” is used consistently throughout the document. To ensure this schedule is kept as legible as possible, no further instances of this change are listed in this Table 2.3.	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
5.	Article 41, Extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession	Amendments to account for the population of the previously not used Schedule 12.	Extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession 41.—(1) This article applies to any Order land specified in Schedule 12 (extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession) and any other Order land of which National Grid takes temporary possession under article 27 (temporary use of land by National Grid) or UKPN takes temporary possession under article 28 (temporary use of land by UKPN and UKOP). (2) All private rights or restrictive covenants in relation to apparatus belonging to National Grid or UKPN removed from any land to which this article applies are extinguished from the date on which National Grid or UKPN gives up temporary possession of that land under article 27 (temporary use of land by National Grid) or 28 (temporary use of land by UKPN), as the case may be. (3) The extinguishment of rights by paragraph (2) does not give rise to any cause of action relating to the presence on or in the land of any foundations (save for those which lie less than 1.2 metres underground) referred to in article 27(5)(c) and 27(6)(c) or article 28(5)(c) or 28(6)(c) (National Grid and UKPN not required to remove foundations when giving up temporary possession). (4) Schedule 12 (extinguishment or private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession) has effect.	D

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
6.	Schedule 1, Authorised Development	Updates to reflect the adoption by the Applicant of Scenario B at Tilbury North and a minor typographical update to the term “works plans” to match the defined term in Article 2 (interpretation).	Work No. 19 — reconfiguration of the existing overhead transmission electric line (Route YYJ) Works shown as commencing on Section H [Sheets 4, 5 and 7]<u>Sheet 6</u> and terminating on Section H [Sheets 4 and 5]<u>Sheet 6</u> of the works plans to modify and reconfigure the overhead transmission electric line (Route YYJ) between a point indicated as YYJ116<u>YYJ121</u> and a point indicated as YYJ129], including— (a) the dismantling and removal of existing pylons YYJ123 to YYJ125 (inclusive) including foundations; (b) the dismantling and removal of existing overhead transmission electric line between a point indicated as YYJ116<u>YYJ121</u> on Section H Sheet 7<u>6</u> of the Work Plans<u>works plans</u> and a point indicated as YYJ129 on Section H Sheet 5 of the Work Plans<u>works plans</u>; (c) the foundations and steelwork to construct new pylons; (d) the installation of overhead transmission electric line and new pylons between a point indicated as YYJ116<u>YYJ121</u> on Section H Sheet 7<u>6</u> of the Work Plans<u>works plans</u> and Tilbury North (Warley side) Cable Sealing End Compound (Work No.22) on Section H Sheet 5 of the works plans; (e) the installation of overhead transmission electric line and new pylons between Tilbury North (Tilbury side) Cable Sealing End Compound (Work No.24) and a point indicated as YYJ129 on Section H Sheet 5 of the Work Plans<u>works plans</u>; (f) foundations and steelwork to construct and install two gantries for the connection of overhead electric line into Tilbury North (Warley side) Cable Sealing End Compound (Work No.22); (g) foundations and steelwork to construct and install two gantries for the connection of overhead electric line out of Tilbury North (Tilbury side) Cable Sealing End Compound (Work No.24); (h) the installation of conductors, insulators and fittings, including downleads and droppers at each gantry to facilitate connection to the equipment within the Tilbury North (Warley side) Cable Sealing End Compound; (i) the installation of conductors, insulators and fittings, including downleads and droppers at each gantry to facilitate connection to the equipment within the Tilbury North (Tilbury side) Cable Sealing End Compound; (j) the installation of fibre optic conductors, with optical fibre terminated in joint boxes; and (k) the temporary diversion of the existing overhead transmission electric line via existing pylons or new temporary or permanent pylons in order to facilitate Work No. 19 as described above.	D
7.	Schedule 2, (Plans) Parts	The changes reflect the updates to the revision number of various plans	Various amendments to the revision number.	D

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO																											
	1, 3 and 5 to 8 (inclusive)	listed in Schedule 2 (Plans) due to the Examining Authority’s acceptance of the two change applications and, where relevant, the Applicant’s commitment to Scenario B at Tilbury North.																													
8.	Schedule 2, (Plans) Part 1	This amendment reflects additional sheets in Section H of the Access, Rights of Way and Public Rights of Navigation Plans following the acceptance of Change Application 1 – Bulphan.	<table><tr><td colspan="3">Section H, Sheet 1A of 7</td></tr><tr><td>Access, Rights of Way and Public Rights of Navigation Plan</td><td>AENC-MMAC-ENG-DWG-0084</td><td>B</td></tr><tr><td colspan="3">Section H, Sheet 1A of 7</td></tr><tr><td>Access, Rights of Way and Public Rights of Navigation Plan</td><td>AENC-MMAC-ENG-DWG-0084</td><td>B</td></tr><tr><td colspan="3">Section H, Sheet 1B of 7</td></tr><tr><td colspan="3"></td></tr></table>	Section H, Sheet 1A of 7			Access, Rights of Way and Public Rights of Navigation Plan	AENC-MMAC-ENG-DWG-0084	B	Section H, Sheet 1A of 7			Access, Rights of Way and Public Rights of Navigation Plan	AENC-MMAC-ENG-DWG-0084	B	Section H, Sheet 1B of 7						D									
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Section H, Sheet 1B of 7																															
9.	Schedule 2, (Plans) Part 3	This amendment reflects additional sheets in Section H of the Land Plans following the acceptance of Change Application 1 – Bulphan.	<table><tr><td colspan="3">Section H, Sheet 1A of 7</td></tr><tr><td>Land Plan</td><td>AENC-TQST-LAN-DWG-0002</td><td>C</td></tr><tr><td colspan="3">Section H, Sheet 1A of 7</td></tr><tr><td>Land Plan</td><td>AENC-TQST-LAN-DWG-0002</td><td>C</td></tr><tr><td colspan="3">Section H, Sheet 1B of 7</td></tr><tr><td colspan="3"></td></tr></table>	Section H, Sheet 1A of 7			Land Plan	AENC-TQST-LAN-DWG-0002	C	Section H, Sheet 1A of 7			Land Plan	AENC-TQST-LAN-DWG-0002	C	Section H, Sheet 1B of 7						D									
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Land Plan	AENC-TQST-LAN-DWG-0002	C																													
Section H, Sheet 1B of 7																															
10.	Schedule 2, (Plans) Part 6	This amendment reflects additional sheets in Section H of the Traffic Regulation Order Plans following the acceptance of Change Application 1 – Bulphan.	<table><tr><td colspan="3">Section H, Sheet 1A of 7</td></tr><tr><td colspan="3"></td></tr><tr><td>Traffic Regulation Order Plan</td><td>AENC-MMAC-ENG-DWG-0083</td><td>B</td></tr><tr><td colspan="3">Section H, Sheet 1A of 7</td></tr><tr><td colspan="3"></td></tr><tr><td><i>Drawing Title</i></td><td><i>Drawing Number</i></td><td><i>Revision</i></td></tr><tr><td>Traffic Regulation Order Plan</td><td>AENC-MMAC-ENG-DWG-0083</td><td>B</td></tr><tr><td colspan="3">Section H, Sheet 1B of 7</td></tr><tr><td colspan="3"></td></tr></table>	Section H, Sheet 1A of 7						Traffic Regulation Order Plan	AENC-MMAC-ENG-DWG-0083	B	Section H, Sheet 1A of 7						<i>Drawing Title</i>	<i>Drawing Number</i>	<i>Revision</i>	Traffic Regulation Order Plan	AENC-MMAC-ENG-DWG-0083	B	Section H, Sheet 1B of 7						D
Section H, Sheet 1A of 7																															
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<i>Drawing Title</i>	<i>Drawing Number</i>	<i>Revision</i>																													
Traffic Regulation Order Plan	AENC-MMAC-ENG-DWG-0083	B																													
Section H, Sheet 1B of 7																															

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO						
11.	Schedule 2, (Plans) Part 7	This amendment reflects additional sheets in Section H of the Trees and Hedgerows to be Removed and/or Managed Plans following the acceptance of Change Application 1 – Bulphan.	<table><tr><td><u>Trees and Hedgerows to be Removed and/or Managed Plan</u> Section H, Sheet 1A of 7</td><td><u>AENC-LSTC-ENG-DWG-0002</u></td><td><u>B</u></td></tr><tr><td><u>Trees and Hedgerows to be Removed and/or Managed Plan</u> Section H, Sheet 1B of 7</td><td><u>AENC-LSTC-ENG-DWG-0002</u></td><td><u>B</u></td></tr></table>	<u>Trees and Hedgerows to be Removed and/or Managed Plan</u> Section H, Sheet 1A of 7	<u>AENC-LSTC-ENG-DWG-0002</u>	<u>B</u>	<u>Trees and Hedgerows to be Removed and/or Managed Plan</u> Section H, Sheet 1B of 7	<u>AENC-LSTC-ENG-DWG-0002</u>	<u>B</u>	D
<u>Trees and Hedgerows to be Removed and/or Managed Plan</u> Section H, Sheet 1A of 7	<u>AENC-LSTC-ENG-DWG-0002</u>	<u>B</u>								
<u>Trees and Hedgerows to be Removed and/or Managed Plan</u> Section H, Sheet 1B of 7	<u>AENC-LSTC-ENG-DWG-0002</u>	<u>B</u>								
12.	Schedule 2, (Plans) Part 8	This amendment reflects additional sheets in Section H of the Works Plans following the acceptance of Change Application 1 – Bulphan.	<table><tr><td><u>Works Plan</u> Section H, Sheet 1A of 7</td><td><u>AENC-LSTC-ENG-DWG-0003</u></td><td><u>B</u></td></tr><tr><td><u>Works Plan</u> Section H, Sheet 1B of 7</td><td><u>AENC-LSTC-ENG-DWG-0003</u></td><td><u>B</u></td></tr></table>	<u>Works Plan</u> Section H, Sheet 1A of 7	<u>AENC-LSTC-ENG-DWG-0003</u>	<u>B</u>	<u>Works Plan</u> Section H, Sheet 1B of 7	<u>AENC-LSTC-ENG-DWG-0003</u>	<u>B</u>	D
<u>Works Plan</u> Section H, Sheet 1A of 7	<u>AENC-LSTC-ENG-DWG-0003</u>	<u>B</u>								
<u>Works Plan</u> Section H, Sheet 1B of 7	<u>AENC-LSTC-ENG-DWG-0003</u>	<u>B</u>								
13.	Schedule 3, Requirements (Paragraph 3(3))	Minor typographical correction.	(b) any revisions to the written scheme referred to in sub-paragraph (2) and, as applicable, sub-paragraph 2(3)(a) that are identified after the commencement of the stage or stages of the authorised development to which the revisions relate must be submitted to the relevant planning authority within ten business days of the relevant revision being implemented.	D						
14.	Schedule 3, Requirements (Paragraph 3(4))	Updated following feedback received from Suffolk County Council in its responses to EXQ1.	(4) Written notice of the commencement and completion of construction of each stage of the authorised development, and the operational use of each stage of the authorised development, must be given to the relevant planning authority within 25 5 business days of the relevant event occurring.	D						

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO				
15.	Schedule 4, Requirements (Paragraph 4(1))	Updated following a request from National Highways to be a consultee for the management plans to the extent that they relate to the strategic highway network.	4. Construction Management Plans (1) No stage of the authorised development may commence until, for that stage, the following plans as relevant to that stage have been submitted to and approved by the relevant planning authority (following consultation with Natural England in the case of the landscape and ecological management plan and <u>where relevant in the context of the operation of the local and strategic road network</u>, the relevant highway authorityin the case of the construction traffic management plan). The relevant plans are— (a) code of construction practice (which must be substantially in accordance with the outline code of construction practice); (b) construction traffic management plan (which must be substantially in accordance with the outline construction traffic management plan); (c) landscape and ecological management plan (which must be substantially in accordance with the outline landscape and ecological management plan); (d) public rights of way management plan (which must be substantially in accordance with the outline public rights of way management plan); (2) Each stage of the authorised development must be carried out in accordance with the approved plans referred to in paragraph (1), unless otherwise agreed with the relevant planning authority. (3) All pre-commencement operations must be carried out in accordance with the outline code of construction practice, the outline construction traffic management plan, the outline landscape and ecological management plan and the outline public rights of way management plan unless otherwise agreed with the relevant planning authority.	D				
16.	Schedule 7, Streets or public rights of way to be permanently stopped up	Update following acceptance of Change Application 2 – Little Bromley.	<table><tr><td>Essex</td><td>Little Bromley-13</td><td>Between points E-FP-19.2 and E-FP-19.3 as shown on Section C, Sheet 15</td><td>on Section C, Sheet 15 Diversion route between points E-FP-19.2 and E-FP-19.3 via line E-FP-19-D1 as shown on Section C, Sheet 15</td></tr></table>	Essex	Little Bromley-13	Between points E-FP-19.2 and E-FP-19.3 as shown on Section C, Sheet 15	on Section C, Sheet 15 Diversion route between points E-FP-19.2 and E-FP-19.3 via line E-FP-19-D1 as shown on Section C, Sheet 15	D
Essex	Little Bromley-13	Between points E-FP-19.2 and E-FP-19.3 as shown on Section C, Sheet 15	on Section C, Sheet 15 Diversion route between points E-FP-19.2 and E-FP-19.3 via line E-FP-19-D1 as shown on Section C, Sheet 15					
17.	Schedule 8, Part 3 (Public Rights of Way to be temporarily	Minor update to reflect inclusion of new Sheet 1B following the acceptance of Change Application 1 – Bulphan..	<table><tr><td>Thurrock Council</td><td>Footpath 91</td><td>Between points T-FP-2.4 and T-FP-2.5 as shown on Section H, Sheet<u>Sheets 1B and 2</u></td><td>Diversion route between points T-FP-2.4 and T-FP-2.5 via lines T-FP-2-D1 as shown on Section H, Sheet<u>Sheets 1B and 2</u></td></tr></table>	Thurrock Council	Footpath 91	Between points T-FP-2.4 and T-FP-2.5 as shown on Section H, Sheet <u>Sheets 1B and 2</u>	Diversion route between points T-FP-2.4 and T-FP-2.5 via lines T-FP-2-D1 as shown on Section H, Sheet <u>Sheets 1B and 2</u>	D
Thurrock Council	Footpath 91	Between points T-FP-2.4 and T-FP-2.5 as shown on Section H, Sheet <u>Sheets 1B and 2</u>	Diversion route between points T-FP-2.4 and T-FP-2.5 via lines T-FP-2-D1 as shown on Section H, Sheet <u>Sheets 1B and 2</u>					

Ref.	dDCO Ref.	Rationale for the Change	Change Made			Version of dDCO
		closed for which a diversion is to be provided)				
18.	Schedule 8, Part 4 (Public Rights of Way to be temporarily closed for which no diversion is to be provided)	Update following acceptance of Change Application 2 – Little Bromley.	Essex County Council	Little Bromley 13	Between points E-FP-19.1 and E-FP-19.2 and between points E-FP-19.3 and E-FP-19.4 as shown on Section C, Sheet 15	D
19.	Schedule 8, Part 4 (Public Rights of Way to be temporarily closed for which no diversion is to be provided)	Minor update to reflect inclusion of new Sheet 1B following the acceptance of Change Application 1 – Bulphan..	Thurrock Council	Bridleway 91	Between points T-BR-1.1 and T-BR-1.2 as shown on Section H, Sheet 1 and 1B	D

Ref.	dDCO Ref.	Rationale for the Change	Change Made			Version of dDCO
20.	Schedule 8, Part 4 (Public Rights of Way to be temporarily closed for which no diversion is to be provided)	Update to reflect an additional crossing location for the updated Order limits following the acceptance of Change Application 1 – Bulphan.	Thurrock Council	Footpath 91	Between points T-FP-2.1 and T-FP-2.2 and between points	D
			(1) Area	(2) Public Right of Way	(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans	
					T-FP-2.3 and T-FP-2.4 and between points T-FP-2.5 and T-FP-2.6 and between points T-FP-2.7 and T-FP-2.8 as shown on Section H, Sheets 1 and 2	
21.	Schedule 11, Land of which temporary possession may be taken	Minor typographical correction.	(1) Plot number of Landland shown on Land Plan	(2) Purpose for which temporary possession may be taken	(3) Relevant part of the authorised development	D
22.	Schedule 11, Land of which temporary possession may be taken	Updates to reflect changes to land parcels or classes of rights that emanated from ongoing land referencing and newly received information.	Amendments to Section A:			D
			A-1/5, A-1/9, A-1/10, A-1/18, A-1/19, A-1/40, A-1/43, A-1/45, A-1/46, A-1/47, A-1/48, A-1/49, A-1/50, A-1/51, A-1/52, A-1/53, A-1/54, A-1/57	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 1 Work No. 2 Work No. 37	
			A-2/4, A-2/7, A-2/8, A-2/9, A-2/12, A-2/16, A-2/18, A-2/20, A-2/22, A-2/27, A-2/31, A-2/44, A-2/47, A-2/48, A-2/49	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
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A-9/3, A-9/5, A-9/6, A-9/9, A-9/10, A-9/12, A-9/12a, A-9/12b, A-9/14, A-9/14b, A-9/20, A-9/35, A-9/37, A-9/43, A-9/44, A-9/46, A-9/51, A-9/55, A-9/56, A-9/70	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 37
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Amendments to Section C:

C-8/3, C-8/4, C-8/9, C-8/11, C-8/13, C-8/14, C-8/15, C-8/17, C-8/18, C-8/19, C-8/20, C-8/21, C-8/22, C-8/23, C-8/26, C-8/30, C-8/31, C-8/32, C-8/33, C-8/34a, C-8/38, C-8/39, C-8/46	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 37 Work No. 38 Work No. 39
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Amendments to Section F:

F-5/3, F-5/17, F-5/19, F-5/21, F-5/22, F-5/23, F-5/25, F-5/26, F-5/31, F-5/32, F-5/33, F-5/50, F-5/52, F-5/53, F-5/54, F-5/55	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
F-9/3, F-9/4, F-9/5, F-9/6, F-9/8, F-9/9, F-9/18, F-9/20, F-9/25, F-9/35, F-9/43, F-9/44, F-9/45, F-9/55, F-9/57, F-9/58, F-9/59, F-9/62, F-9/63, F-9/64, F-9/66, F-9/68, F-9/69, F-9/70, F-9/73, F-9/74, F-9/76, F-9/88, F-9/90, F-9/99, F-9/108, F-9/109, F-9/111, F-9/113, F-9/114, F-9/118, F-9/120	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
<u>Amendments to Section G:</u>				
		G-5/2, G-5/4, G-5/5, G-5/6, G-5/7, G-5/8, G-5/14, G-5/21, G 5/22, G-5/23, G 5/25, G-5/26, G 5/27, G-5/29, G 5/32, G-5/37, G 5/38, G 5/38a, G-5/48, G 5/50, G-5/58, G 5/60, G-5/64, G 5/65, G-5/70, G 5/75, G-5/77, G 5/78, G-5/80, G 5/82, G-5/83, G-5/85 , G-5/88, G-5/90	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
<u>Amendments to Section H:</u>				
		H-1/55, H-1/56, H-1/57, H-1/58, H-1/59, H-1/60, H-1/61, H-1/62, H-1/65, H-1/66, H-1/73, H-1/74, H-1/75, H-1/77, H-1/78 , H-1/81 , H-1/82, H-1/87, H-1/88, H-1/89, H-1/90, H-1/91		
23.	Schedule 12, Extinguishme nt of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from	Update following the Applicant's response to EXQ1 DCO 1.S23 in 8.9.1 Applicant's Responses to First Written Questions [REP3-074] .	New schedule inserted.	D

Ref.	dDCO Ref.	Rationale for the Change	Change Made				Version of dDCO
		land subject to temporary possession					
24.	Schedule 13, Part 2 (Temporary restriction of access and restriction of movement)	Minor update to reflect inclusion of new Sheets 1A and 1B following the acceptance of Change Application 1 – Bulphan..	Thurrock Council	Doesgate Lane	Between points TR-H-002 and TR-H-003 as shown on Section H, Sheet Sheets 1, 1A and 1B.	Prohibition of vehicular access.	D
25.	Schedule 13, Part 3 (Temporary no overtaking order)	Minor update to reflect inclusion of new Sheet 1B following the acceptance of Change Application 1 – Bulphan..	Essex County Council	Lower Dunton Road	Between points TR-H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, Sheet Sheets 1 and 1B.	Prohibition of vehicular overtaking.	D
26.	Schedule 16, Part 2 (Protection for operators of electronic communication code networks)	Correction to reflect the repeal of Schedule 2 to the Telecommunications Act 1984.	2. The exercise of the powers of article 44 (statutory undertakers) are subject to paragraph 23 of Schedule 2 to the Telecommunications Act 1984(a) Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code.				D
27.	Schedule 16, Part 6 (For the protection of Five Estuaries)	The Applicant has made minor corrections to the plot numbers referred to in the protective provisions for the benefit of Five Estuaries at Schedule 16.	"EACN Substation Area" the land shown in the lands plans as plots 14/1, 14/2, 14/3, 14/ 17 109 and 14/ 09 109 ;				D

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
28.	Schedule 16, Part 7 (For the protection of North Falls)	The Applicant has made corrections to the plot numbers in the protective provisions for the benefit of North Falls at Schedule 16.	“EACN Substation Area” the land shown in the lands plans as plots 16,006,16007 and 16,008 <u>14/1, 14/2, 14/3, 14/7 and 14/109;</u>	D
29.	Schedule 16, Part 7 (For the protection of North Falls)	The Applicant has updated the protective provisions for the benefit of North Falls at Schedule 16 to cover the relevant plots.	6. The undertaker will not exercise any rights, including rights of temporary possession, over [plots] <u>15/3, 15/8, 15/24 to 15/31 (inclusive), and 16/23 to 16/32 (inclusive)</u> (being the alignment of a temporary haul road proposed by North Falls) so as to exclude or prevent any use of these plots by North Falls.	D
30.	Schedule 16, Part	Minor typographical correction.	Disputes Any dispute arising between the undertaker and North Falls under this Part of this Schedule, is to be determined by arbitration under article f <u>62</u> (arbitration).	D

Table 2.4 Schedule of Changes to Version D of the draft DCO [REP4-037]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
1.	Article 2, Interpretation	New definition inserted in connection with a new Requirement 15 relating to the employment and skills plan	<u>“outline employment and skills plan” means the document of that description (together with its appendices) (document 8.13) certified by the Secretary of State as the outline employment and skills plan for the purposes of this Order under article 60 (certification of documents);</u>	E
2.	Article 2, Interpretation	Minor typographical correction.	“relevant planning authority” means, in any given provision of this Order (except article 56 (safeguarding))—	E
3.	Article 2, Interpretation	New definition inserted in connection with a new Requirement 15 relating to the employment and skills plan	<u>“Thurrock Council” means the relevant planning authority known as Thurrock Council or any successor exercising its functions as local planning authority;</u>	E
4.	Article 5(1)(b)(i), Limits of deviation	Amendment to reflect the Applicant’s commitment at Deadline 3 to replace three low height design lattice pylons (TB140 to TB142 inclusive) with two standard height pylons.	(b) in respect of the pylons deviate vertically as set out in the table of parameters— (i) to any extent upwards not exceeding 6 metres save in respect of pylons TB140 to TB142 (inclusive) and TB238 to TB243 (inclusive) which may deviate vertically to any extent upwards not exceeding 18 metres;	E
5.	Article 5(2), Limits of deviation	Minor reference update.	(2) Without prejudice to article 3(98) <u>the removal, clearance</u> decommissioning and demolition of any existing electric line may take place within the Order limits;	E

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO															
6.	Schedule 2, (Plans) Parts 1, 2, 3, 5, 6 and 7 to 8 (inclusive)	The changes reflect the updates to the revision number of various plans listed in Schedule 2 (Plans) to account for the adoption of Scenarios 11 and 18.	Various amendments to the revision number.	E															
7.	Schedule 2 (Plans) Part 2	Addition of new indicative drawing following a request from the Examining Authority and revisions to indicative drawings to reflect changes following the adoption of Scenario B at Tilbury North	PART 2 DESIGN AND LAYOUT PLANS (ELEVATIONS) <table><tr><th>Drawing Title</th><th>Drawing Number</th><th>Revision</th></tr><tr><td>Illustrative joint bay arrangement standard detail Sheet 1 of 1</td><td>AENC-MMAC-ENG-DWG-0085-06</td><td>A</td></tr><tr><td><u>Indicative joint bay arrangement standard detail (combined link pillars) Sheet 1 of 1</u></td><td><u>AENC-MMAC-ENG-DWG-0085-06A</u></td><td><u>A</u></td></tr><tr><td>Indicative cable sealing end compound layout & elevations ZB – YYJ Turn in – Tilbury North (Warley side and Tilbury side) Section H, Sheet 1 of 1</td><td>AENC-MMAC-ENG-DWG-0085-22<u>0085-24</u></td><td>A</td></tr><tr><td>Indicative cable sealing end compound layout & elevations ZB – Tilbury side Section H, Sheet 1 of 1</td><td>AENC-MMAC-ENG-DWG-0085-23</td><td>A</td></tr></table>	Drawing Title	Drawing Number	Revision	Illustrative joint bay arrangement standard detail Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-06	A	<u>Indicative joint bay arrangement standard detail (combined link pillars) Sheet 1 of 1</u>	<u>AENC-MMAC-ENG-DWG-0085-06A</u>	<u>A</u>	Indicative cable sealing end compound layout & elevations ZB – YYJ Turn in – Tilbury North (Warley side and Tilbury side) Section H, Sheet 1 of 1	AENC-MMAC-ENG-DWG- 0085-22 <u>0085-24</u>	A	Indicative cable sealing end compound layout & elevations ZB – Tilbury side Section H, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-23	A	E
Drawing Title	Drawing Number	Revision																	
Illustrative joint bay arrangement standard detail Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-06	A																	
<u>Indicative joint bay arrangement standard detail (combined link pillars) Sheet 1 of 1</u>	<u>AENC-MMAC-ENG-DWG-0085-06A</u>	<u>A</u>																	
Indicative cable sealing end compound layout & elevations ZB – YYJ Turn in – Tilbury North (Warley side and Tilbury side) Section H, Sheet 1 of 1	AENC-MMAC-ENG-DWG- 0085-22 <u>0085-24</u>	A																	
Indicative cable sealing end compound layout & elevations ZB – Tilbury side Section H, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-23	A																	
8.	Schedule 3, Requirements (Paragraph 1(1))	Updates to the definition of reinstatement planting to make clear that it also refers to the 3:1 tree planting within the Order limits following feedback	“reinstatement planting” includes, unless otherwise agreed with the relevant planning authority, embedded planting, reinstatement hedgerow or other planting and , mitigation planting <u>and (to the extent it is to be provided within the Order limits) planting associated with the 3:1 tree planting commitment</u> as each are described in the outline landscape and ecological management plan (or the final landscape and ecological management plan if approved pursuant to requirement 4);	E															

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		from Essex County Council in its Local Impact Report [REP1-161]		
9.	Schedule 3, Requirements (Paragraph 1(3))	Minor typographical corrections following feedback from Suffolk County Council in Table 2 of its Comments on any further information or submissions received by deadline 3 [REP4-335].	(3) Where any requirement requires the authorised development to be carried out in accordance or in general accordance <u>with</u> any document, plan, drawing, strategy, statement, details or other information approved by the relevant planning authority or the relevant highway authority, such document, plan, drawing, strategy, statement, details or other information are to be taken to include <u>includes</u> any amendments that have been subsequently approved in writing by the relevant planning authority or the relevant highway authority in question.	E
10.	Schedule 3, Requirements (Paragraph 3(3)(b))	Minor typographical correction.	(3) Unless otherwise agreed with the relevant planning authority: (a) any revisions to the written scheme referred to in sub-paragraph (2) above must be submitted to the relevant planning authority in advance of the commencement of the stage of the authorised development to which the revisions relate; and (b) any revisions to the written scheme referred to in sub-paragraph (2) and, as applicable, sub-paragraph (3)(a) that are identified after the commencement of the stage or stages of the authorised development to which the revisions relate must be submitted to the relevant planning authority within ten <u>10</u> business days of the relevant revision being implemented.	E
11.	Schedule 3, Requirements (Paragraph 4(1))	Amendment to include the Environment Agency as a requirement consultee on the code of construction management plan following a request from the Environment Agency	(1) No stage of the authorised development may commence until, for that stage, the following plans as relevant to that stage have been submitted to and approved by the relevant planning authority (following consultation with Natural England in the case of the landscape and ecological management plan, <u>the Environment Agency in the case of the code of construction management plan</u> and, where relevant in the context of the operation of the local and strategic road network, the relevant highway authority). The relevant plans are—	E

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
12.	Schedule 3, Requirements (Paragraphs 4(2) and 4(3))	Updates to allow for consultation with the local highway authority or National Highways should the Applicant request to agree a departure from the approved plans or the outline plans for the purposes of the pre-commencement operations. This is in response to a request from National Highways.	(2) Each stage of the authorised development must be carried out in accordance with the approved plans referred to in paragraph (1), unless otherwise agreed with the relevant planning authority <u>and, where relevant in the context of the operation of the local and strategic road network, following consultation with the relevant highway authority.</u> (3) All pre-commencement operations must be carried out in accordance with the outline code of construction practice, the outline construction traffic management plan, the outline landscape and ecological management plan and the outline public rights of way management plan unless otherwise agreed with the relevant planning authority <u>and, where relevant in the context of the operation of the local and strategic road network, following consultation with the relevant highway authority.</u>	E

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
13.	Schedule 3, Requirements (Paragraph 5)	Revised archaeology requirement in response to EXQ DCO 1.S8 and comments received from relevant authorities. The proposed changes: • Provide for the approval of written scheme of investigation (WSI) for evaluation works • Clarify for consistency with the 7.5 Outline Archaeological Mitigation Strategy and Outline Written Scheme of Investigation [Revision B] (OAMS-OWSI) that a preservation in situ management plan would, if relevant, form part of a detailed written scheme of investigation as opposed to being separate • Provide that evaluation works must be carried out in accordance with the WSI referred to in (a) above • Set out the process for post-excavation assessment, approval of an archaeological updated	5. Archaeology <u>(1) No archaeological evaluation works may begin until a written scheme of investigation for those archaeological evaluation works on the relevant land has been submitted to, and approved by, the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.</u> <u>(2) (1) No</u> Subject to paragraph (3), <u>no</u> stage of the authorised development may commence until <u>either a preservation in situ management plan, or</u> detailed written schemes of investigation of areas of archaeological interest relevant to that stage (if any), <u>which may include a preservation in situ management plan if relevant,</u> as identified within the outline archaeological mitigation strategy and outline written scheme of investigation or identified through evaluation work as set out in the outline archaeological mitigation strategy and outline written scheme of investigation, has been submitted to and approved by the relevant planning authority following consultation with the relevant county planning authority <u>authority's archaeological or historic environment service</u> and, if relevant, Historic England. <u>(3) Before any detailed written scheme of investigation (excluding any written scheme of investigation required under paragraph (1)) is submitted for approval under paragraph (2), the undertaker must carry out archaeological evaluation works in accordance with the written scheme of investigation approved under paragraph (1), unless otherwise agreed with the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.</u> <u>(4) (2)</u> Any detailed archaeological works must be carried out in accordance with the approved detailed written scheme of investigation for that stage. <u>(5) (3)</u> Each detailed written scheme of investigation must be substantially in accordance with the outline archaeological mitigation strategy and outline written scheme of investigation and must identify areas where archaeological works are required and the measures to be taken to protect, record or preserve any significant archaeological remains that may be found and must include— (a) an assessment of significance and research questions; (b) the programme and methodology of site investigation and reporting;	E

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		project design, post-excavation analysis, publication and archiving. The Applicant has retained its original wording regarding pre-commencement operations in accordance with its submissions under EXQ2 DCO 2.S9.	<u>(6) Unless otherwise agreed with the relevant planning authority—</u> <u>(a) No later than one year following the completion of the fieldwork specified in each detailed written scheme of investigation, a site-specific post excavation assessment for that site must be completed in accordance with the detailed written scheme of investigation and submitted to the relevant planning authority for approval.</u> <u>(b) No later than two years following the approval of the final site-specific post excavation assessment, an archaeological updated project design must be submitted to, and approved by, the relevant planning authority following consultation with the county planning authority's archaeological or historic environment service or, if relevant, Historic England. The archaeological updated project design must be in general accordance with the outline archaeological mitigation strategy and outline written schemes of investigation and set out scope for full post-excavation analysis and publication and have regard to the site-specific research agendas set out in the detailed written schemes of investigation.</u> <u>(c) Post-excavation analysis and publication must be carried out in accordance with the approved archaeological updated project design.</u> <u>(d) The full archaeological archive, both physical and digital, must be deposited to the relevant archaeological archive repository for the relevant county in accordance with the approved archaeological updated project design.</u> (7) (4) All pre-commencement operations must be carried out in accordance with the outline archaeological mitigation strategy and outline written scheme of investigation, unless otherwise agreed with the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.	
14.	Schedule 3, Requirements (Paragraph 15)	A new Requirement 15 to secure an employment and skills plan in accordance with the Applicant's commitment in 8.4.9 Applicant's Comments on any Further Information or Submissions Received by Deadline 3 [REP4-298].	<u>15. Employment and Skills Plan</u> <u>(1) The authorised development may not commence until an employment and skills plan (which must be substantially in accordance with the outline employment and skills plan) has been submitted to the relevant county planning authority and Thurrock Council.</u> <u>(2) The authorised development must be carried out in general accordance with any employment and skills plan submitted further to sub-paragraph (1) unless otherwise agreed with the relevant county planning authority and Thurrock Council.</u>	E

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
15.	Schedule 4, Discharge of Requirements (Paragraph 1(1))	Addition of new paragraph 1(1) to streamline the discharge of requirements process by requiring the Applicant to serve a copy of the application on the relevant requirement consultee at the time it makes the application. This change is made in response to feedback from host authorities.	SCHEDULE 4 Article 55 DISCHARGE OF REQUIREMENTS <i>Applications made under requirements</i> <u>1. —(1) Where an application is made to a relevant authority for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement), the undertaker must concurrently issue a copy of that application to the relevant requirement consultee.</u>	E
16.	Schedule 4, Discharge of Requirements (Paragraphs 1(2) to 1(4))	Corrections to cross-references.	<u>(2) 1. —eee) Where an application has been made to a relevant authority for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement), the relevant authority must give notice to the undertaker of its decision on the application within a period of 25 business days beginning with—</u> (a) where no further information is requested under paragraph (2) <u>paragraph 2</u>, the day immediately following that on which the application is received by the authority; (b) where further information is requested under paragraph (2) <u>paragraph 2</u>, the day immediately following that on which further information has been supplied by the undertaker; or (c) such longer period as may be agreed in writing by the undertaker and the relevant authority. <u>(3) Subject to sub-paragraph (34), in the event that the relevant authority does not determine an application within the period set out in sub-paragraph (42), the relevant authority is taken to have granted all parts of the application (without any condition or qualification) at the end of that period.</u>	E

Ref. dDCO Ref.	Rationale for the Change Change Made	Version of dDCO
	(4) Where— (a) an application has been made to the relevant authority for any consent, agreement or approval required by a requirement included in this Order; (b) the relevant authority does not determine such application within the period set out in sub-paragraph (1.2); and (c) the application is accompanied by a report that considers it likely that the subject matter of the application is to give rise to any materially new or materially different environmental effects to those identified in the environmental statement, then the application is taken to have been refused by the relevant authority at the end of that period.	
17. Schedule 4, Discharge of Requirements (Paragraph 2(3))	Consequential update to reflect the newly added paragraph 1(1) which requires the Applicant to issue a copy of the application for discharge to the relevant requirement consultee at the time it makes the application.	<i>Further information</i> E 2. —(1) Where an application has been made under paragraph 1 the relevant authority may request such reasonable further information from the undertaker as it considers is necessary to enable it to consider the application. (2) If the relevant authority considers further information is necessary and the requirement does not specify that consultation with a requirement consultee is required, the relevant authority must, within 5 business days of receipt of the application, notify the undertaker in writing specifying the further information required. (3) If the requirement specifies that consultation with a requirement consultee is required, the relevant authority must issue the consultation to the requirement consultee within 5 business days of receipt of the application and must notify the undertaker in writing specifying any further information requested by the requirement consultee within 5 business days of receipt of such a request and in any event within 15 business days of receipt of the application. (4) If the relevant authority does not give the notification mentioned in sub-paragraphs (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker. (5) Where further information is requested under this paragraph in relation to part only of an application, that part is treated as separate from the remainder of the application for the purposes of calculating the time periods referred to in paragraph 1 and in this paragraph.

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
18.	Schedule 4, Discharge of Requirements (Paragraph 4)	Consequential cross-referencing updates to reflect the newly added paragraph 1(1) which requires the Applicant to issue a copy of the application for discharge to the relevant requirement consultee at the time it makes the application.	<i>Appeals</i> 4. —(1) The undertaker may appeal if— (a) the relevant authority refuses an application for— (i) any consent, agreement or approval required by a requirement or any document referred to in any requirement; or (ii) (except as provided in article 55(4)) any other consent, agreement or approval required under this Order, or grants it subject to conditions to which the undertaker objects; (b) the relevant authority does not give notice of its decision to the undertaker within the period specified in paragraph 1(1<u>2</u>); (c) having received a request for further information under paragraph 1(3<u>4</u>) the undertaker considers that either the whole or part of the specified information requested by the relevant authority is not necessary for consideration of the application; or (d) having received any further information requested, the relevant authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application. (2) The procedure for appeals is as follows— (a) the undertaker must within six weeks of the date of the notice of the decision or determination, or (where no determination has been made, expiry of the decision period under paragraph 1(1<u>2</u>), submit to the Secretary of State a copy of the application submitted to the relevant authority and any supporting documents which the undertaker may wish to provide (“the appeal documents”);	E
19.	Schedule 4, Discharge of Requirements (Paragraph 5)	Minor typographical correction	<i>Outcome of appeals</i> 5. —(1) On an appeal under paragraph (4) paragraph 4, the appointed person may—	E

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
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20. Schedule 5, Streets Subject to Street Works
- Updates to reflect the adoption of Scenarios 11 and 18

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SCHEDULE 5

STREETS SUBJECT TO STREET WORKS

Article 11

(1) <i>Authority</i>	(2) <i>Street subject to Street Works</i>	(3) <i>Access, Rights of Way and Public Rights of Navigation Plans Reference</i>
Thurrock Council	A1013 Stanford Road	Section H, Sheet 7
Thurrock Council	Long Lane, Stifford Clays, Grays	Section H, Sheet 7
Thurrock Council	Gammonfields Way	Section H, Sheet 7
Thurrock Council	Heath Road	Section H, Sheet 7
Thurrock Council / National Highways	A1089 Dock Approach Road	Section H, Sheet 7

21. Schedule 6, Part 2, Streets Subject to Temporary Alteration of Layout
- Minor typographical correction

PART 2

STREETS SUBJECT TO TEMPORARY ALTERATION OF LAYOUT

Norfolk County Council

Tabernacle Lane	At access point RG-B026 and RG-B027 (as shown on Section <u>Section</u> A, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
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Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO												
22.	Schedule 6, Part 2 (Streets Subject to Temporary Alteration of Layout)	Updates to reflect the adoption of Scenarios 11 and 18	<table><tr><th colspan="2">Thurrock Council</th></tr><tr><th>(1) <i>Street subject to Alteration of Layout</i></th><th>(2) <i>Description of Alteration of Layout as shown on the Access, Rights of Way and Public Rights of Navigation Plans</i></th></tr><tr><td>Long Lane, Stifford Clays, Grays</td><td>Without Lower Thames Crossing scheme: At access points TN B001A and TN B002A (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.</td></tr><tr><td>Long Lane, Stifford Clays, Grays</td><td>With Lower Thames Crossing scheme: At access points TN B001B and TN B002B (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.</td></tr><tr><td>A1013 Stanford Road / Gammonfields Way</td><td>Without Lower Thames Crossing scheme: At access point TN B003A (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.</td></tr><tr><td>New Lower Thames Crossing road off A1013 Stanford Road / Gammonfields Way</td><td>With Lower Thames Crossing scheme: At access point TN B003B (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.</td></tr></table>	Thurrock Council		(1) <i>Street subject to Alteration of Layout</i>	(2) <i>Description of Alteration of Layout as shown on the Access, Rights of Way and Public Rights of Navigation Plans</i>	Long Lane, Stifford Clays, Grays	Without Lower Thames Crossing scheme: At access points TN B001A and TN B002A (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.	Long Lane, Stifford Clays, Grays	With Lower Thames Crossing scheme: At access points TN B001B and TN B002B (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.	A1013 Stanford Road / Gammonfields Way	Without Lower Thames Crossing scheme: At access point TN B003A (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.	New Lower Thames Crossing road off A1013 Stanford Road / Gammonfields Way	With Lower Thames Crossing scheme: At access point TN B003B (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.	E
Thurrock Council																
(1) <i>Street subject to Alteration of Layout</i>	(2) <i>Description of Alteration of Layout as shown on the Access, Rights of Way and Public Rights of Navigation Plans</i>															
Long Lane, Stifford Clays, Grays	Without Lower Thames Crossing scheme: At access points TN B001A and TN B002A (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.															
Long Lane, Stifford Clays, Grays	With Lower Thames Crossing scheme: At access points TN B001B and TN B002B (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.															
A1013 Stanford Road / Gammonfields Way	Without Lower Thames Crossing scheme: At access point TN B003A (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.															
New Lower Thames Crossing road off A1013 Stanford Road / Gammonfields Way	With Lower Thames Crossing scheme: At access point TN B003B (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.															

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
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23. Schedule 8, Part 1 (Streets to be temporarily closed for which a diversion is to be provided)

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PART 1
STREETS TO BE TEMPORARILY CLOSED FOR WHICH A DIVERSION IS TO BE PROVIDED

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street or Public Right of Way to be temporarily closed</i>	<i>(3)</i> <i>Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans</i>	<i>(4)</i> <i>Temporary diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans</i>
Thurrock Council / National Highways	A13 Stanford-le-hope Bypass Westbound	Between points SM-H-008 and SM-H-012 as shown on Section H, Sheets 4 and 6 and Section H, Plan B.	Diversion route via lines SMD-H-015, SMD-H-016, SMD-H-017, SMD-H- 016 - <u>018</u> and SMD-H-020 as shown on Section H, Plan B.
Thurrock Council / National Highways	A13 Stanford-le-hope Bypass Eastbound	Between points SM-H-012 and SM-H-008 as shown on Section H, Sheets 4 and 6 and Section H, Plan B.	Diversion route via lines SMD-H-019, SMD-H-018, SMD-H-017, SMD-H-016 and SMD-H-014 as shown on Section H, Plan B.
Thurrock Council	Buckingham Hill Road	Between points SM-H-011 and SM-H-024 as shown on Section H, Sheet 4.	Diversion route via lines SMD-H-017, SMD-H- 034 - <u>035</u> , SMD-H- 038 - <u>039</u> , SMD-H- 036 - <u>037</u> and SMD-H-031 as shown on Section H, Plan B.

24. Schedule 8, Part 1 (Streets to be temporarily closed for which a diversion is to be provided)
- Updates to reflect the adoption of Scenarios 11 and 18

E

(1) Area	(2) Street or Public Right of Way to be temporarily closed	(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans	(4) Temporary diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans
Thurrock Council / National Highways	A13 Stanford le hope Bypass Eastbound diverge to A1089 Dock Approach Road	Between points SM H 013 and SM H 020 as shown on Section H, Sheets 6 and 7 and Plan C.	Diversion route via lines SMD H 030, SMD H 027, SMD H 032, SMD H 034, SMD H 038 and SMD H 040 as shown on Section H, Plan C.
Thurrock Council / National Highways	A13 Stanford le hope Bypass Eastbound merge from A1089 Dock Approach Road	Between points SM H 020 and SM H 017 as shown on Section H, Sheets 6 and 7 and Plan C.	Diversion route via lines SMD H 042, SMD H 041, SMD H 036, SMD H 032, SMD H 027 and SMD H 023 as shown on Section H, Plan C.
Thurrock Council / National Highways	A13 Stanford le hope Bypass Westbound diverge to A1089 Dock Approach Road	Between points SM H 016 and SM H 020 as shown on Section H, Sheets 6 and 7 and Plan C.	Diversion route via lines SMD H 022, SMD H 024, SMD H 027, SMD H 032, SMD H 034, SMD H 038 and SMD H 040 as shown on Section H, Plan C.
Thurrock Council / National Highways	A13 Stanford le hope Bypass Westbound merge from A1089 Dock Approach Road	Between points SM H 020 and SM H 015 as shown on Section H, Sheets 6 and 7 and Plan C.	Diversion route via lines SMD H 042, SMD H 041, SMD H 036, SMD H 032 and SMD H 027 as shown on Section H, Plan C.

Ref.	dDCO Ref.	Rationale for the Change Change Made			Version of dDCO
		Thurrock Council / National Highways	A1089 Dock Approach Road (Southbound)	Between points SM H 016 and SM H 033 as shown on Section H, Sheet 7 and Plan C.	Diversion route via lines SMD H 022 , SMD H 024 , SMD H 027 , SMD H 032 , SMD H 034 , SMD H 038 and SMD H 040 as shown on Section H, Plan C for approach from East.
		Thurrock Council / National Highways	A1089 Dock Approach Road (Southbound)	Between points SM H 015 and SM H 033 as shown on Section H, Sheet 7 and Plan C.	Diversion route via lines SMD H 030 , SMD H 027 , SMD H 032 , SMD H 034 , SMD H 038 and SMD H 040 as shown on Section H, Plan C for approach from West.

Thurrock Council / National Highways	A1089 Dock Approach Road (Northbound)	Between points SM H 033 and SM H 020 as shown on Section H, Sheet 7 and Plan C.	Diversion route via lines SMD H 042, SMD H 041, SMD H 036, SMD H 032 and SMD H 027 as shown on Section H, Plan C for travelling in Westbound direction.
Thurrock Council / National Highways	A1089 Dock Approach Road (Northbound)	Between points SM H 033 and SM H 020 as shown on Section H, Sheet 7 and Plan C.	Diversion route via lines SMD H 042, SMD H 041, SMD H 036, SMD H 032, SMD H 027 and SMD H 023 as shown on Section H, Plan C for travelling in Eastbound direction.
Thurrock Council	A1013 Stanford Road (Northbound)	Between points SM H 021 and SM H 027 as shown on Section H, Sheet 7.	Diversion route via lines SMD H 033, SMD H 032, SMD H 027, SMD H 023, SMD H 022, SMD H 019, SMD H 018 and SMD H 025 as shown on Section H, Plan C for travelling in North East direction.
Thurrock Council	A1013 Stanford Road (Southbound)	Between points SM H 021 and SM H 027 as shown on Section H, Sheet 7.	Diversion route via lines SMD H 025, SMD H 020, SMD H 022, SMD H 024, SMD H 027, SMD H 032 and SMD H 033 as shown on Section H, Plan C for travelling in South West direction.

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO									
25.	Schedule 8, Part 2 (Streets to be temporarily closed for which no diversion is to be provided)	Updates to reflect the adoption of Scenarios 11 and 18	PART 2 STREETS TO BE TEMPORARILY CLOSED FOR WHICH NO DIVERSION IS TO BE PROVIDED <table><tr><td>(1) Area</td><td>(2) Street or Public Right of Way to be temporarily closed</td><td>(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans</td></tr><tr><td>Thurrock Council</td><td>Long Lane</td><td>Between points SM H 018 and SM H 023 as shown on Section H, Sheet 7.</td></tr><tr><td>Thurrock Council</td><td>Gammonfields Way</td><td>Between points SM H 018 and SM H 026 as shown on Section H, Sheet 7.</td></tr></table>	(1) Area	(2) Street or Public Right of Way to be temporarily closed	(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans	Thurrock Council	Long Lane	Between points SM H 018 and SM H 023 as shown on Section H, Sheet 7.	Thurrock Council	Gammonfields Way	Between points SM H 018 and SM H 026 as shown on Section H, Sheet 7.	E
(1) Area	(2) Street or Public Right of Way to be temporarily closed	(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans											
Thurrock Council	Long Lane	Between points SM H 018 and SM H 023 as shown on Section H, Sheet 7.											
Thurrock Council	Gammonfields Way	Between points SM H 018 and SM H 026 as shown on Section H, Sheet 7.											
26.	Schedule 8, Part 3 (Public rights of way to be temporarily closed for which a diversion is to be provided)	Updates to reflect the adoption of Scenarios 11 and 18	PART 3 PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED FOR WHICH A DIVERSION IS TO BE PROVIDED <table><tr><td>(1) Area</td><td>(2) Public Right of Way</td><td>(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans</td><td>(4) Temporary diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	(1) Area	(2) Public Right of Way	(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans	(4) Temporary diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans					E	
(1) Area	(2) Public Right of Way	(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans	(4) Temporary diversion as shown on the Access, Rights of Way and Public Rights of Navigation Plans										

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO								
			<table><tr><td>Thurrock Council</td><td>Footpath 107</td><td>Between points T FP 16.2 and T FP 16.3 as shown on Section H, Sheet 6</td><td>Diversion route between points T FP 16.2 and T FP 16.3 via lines T FP 16 D1 as shown on Section H, Sheet 6</td></tr><tr><td>Thurrock Council</td><td>Bridleway 223</td><td>Between points T BR 17.1 and T BR 17.2 as shown on Section H, Sheet 7</td><td>Diversion route between points T BR 17.1 and T BR 17.3 via lines T BR 17 D1 as shown on Section H, Sheet 7</td></tr></table>	Thurrock Council	Footpath 107	Between points T FP 16.2 and T FP 16.3 as shown on Section H, Sheet 6	Diversion route between points T FP 16.2 and T FP 16.3 via lines T FP 16 D1 as shown on Section H, Sheet 6	Thurrock Council	Bridleway 223	Between points T BR 17.1 and T BR 17.2 as shown on Section H, Sheet 7	Diversion route between points T BR 17.1 and T BR 17.3 via lines T BR 17 D1 as shown on Section H, Sheet 7	
Thurrock Council	Footpath 107	Between points T FP 16.2 and T FP 16.3 as shown on Section H, Sheet 6	Diversion route between points T FP 16.2 and T FP 16.3 via lines T FP 16 D1 as shown on Section H, Sheet 6									
Thurrock Council	Bridleway 223	Between points T BR 17.1 and T BR 17.2 as shown on Section H, Sheet 7	Diversion route between points T BR 17.1 and T BR 17.3 via lines T BR 17 D1 as shown on Section H, Sheet 7									
27.	Schedule 8, Part 4 (Public rights of way to be temporarily closed for which no diversion is to be provided)	Updates to reflect the adoption of Scenarios 11 and 18 and the inclusion of public rights of way diversions with the Lower Thames Crossing	PART 4 PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED FOR WHICH NO DIVERSION IS TO BE PROVIDED <table><tr><td>(1) Area</td><td>(2) Public Right of Way</td><td>(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans</td></tr></table>	(1) Area	(2) Public Right of Way	(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans	E					
(1) Area	(2) Public Right of Way	(3) Extent of temporary closure as shown on the Access, Rights of Way and Public Rights of Navigation Plans										

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Thurrock Council	Hoford Road (ORPA) <u>(Prior to Lower Thames Crossing)</u>	Between points T-ORPA-1.2 and T-ORPA-1.3 and between points T-ORPA-1.4 and T-ORPA-1.5 as shown on Section H, Sheet 5.
		<u>Thurrock Council</u>	<u>Hoford Road (ORPA) (With Lower Thames Crossing)</u>	<u>Between points T-ORPA-1.2 and T-ORPA-1.3 and between points T-ORPA-1.5 and T-ORPA-1.6 as shown on Section H, Sheet 5</u>
		Thurrock Council	Bridleway 63	Between points T-BR-12.1 and T-BR-12.2 and between points T-BR-12.3 and T-BR-12.4 as shown on Section H, Sheet 5
		Thurrock Council	Footpath 67	Between points T-FP-13.1 and T-FP-13.2 <u>and between points T-FP-13.3 and T-FP-13.4</u> as shown on Section H, Sheet 5
		Thurrock Council	Footpath 64	Between points T-FP-14.1 and T-FP-14.2 as shown on Section H, Sheet 5
		Thurrock Council	Footpath 79	Between points T-FP-15.1 and
			<u>(Prior to Lower Thames Crossing)</u>	T-FP-15.2 as shown on Section H, Sheet 6
		Thurrock Council	Footpath 107 <u>79</u> <u>(With Lower Thames Crossing)</u>	Between points T-FP 16.1-15.2 and T-FP 16.2 <u>and between points T-FP 16.3 and T-FP 16.4-15.3</u> as shown on Section H, Sheet 6
		Thurrock Council	Footpath 97 <u>107</u>	Between points T-FP 18.1-16.1 and T-FP 18.2-16.2 as shown on Section H, Sheet 76

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO															
28.	Schedule 9, Access to Works	Updates to reflect the adoption of Scenarios 11 and 18	Thurrock Council <table><tr><th>(1) <i>Street</i></th><th>(2) <i>Access to works reference</i></th><th>(3) <i>Plan Reference as shown on the Access, Rights of Way and Public Rights of Navigation Plans</i></th></tr><tr><td>Long Lane, Stifford Clays, Grays (without Lower Thames Crossing scheme)</td><td>TN-B001A and TN-B002A</td><td>Section H, Sheet 7</td></tr><tr><td>Long Lane, Stifford Clays, Grays (with Lower Thames Crossing scheme)</td><td>TN-B001B and TN-B002B</td><td>Section H, Sheet 7</td></tr><tr><td>A1013 Stanford Road / Gammonfields Way (without Lower Thames Crossing scheme)</td><td>TN-B003A</td><td>Section H, Sheet 7</td></tr><tr><td>A1013 Stanford Road / Gammonfields Way (with Lower Thames Crossing scheme)</td><td>TN-B003B</td><td>Section H, Sheet 7</td></tr></table>	(1) <i>Street</i>	(2) <i>Access to works reference</i>	(3) <i>Plan Reference as shown on the Access, Rights of Way and Public Rights of Navigation Plans</i>	Long Lane, Stifford Clays, Grays (without Lower Thames Crossing scheme)	TN-B001A and TN-B002A	Section H, Sheet 7	Long Lane, Stifford Clays, Grays (with Lower Thames Crossing scheme)	TN-B001B and TN-B002B	Section H, Sheet 7	A1013 Stanford Road / Gammonfields Way (without Lower Thames Crossing scheme)	TN-B003A	Section H, Sheet 7	A1013 Stanford Road / Gammonfields Way (with Lower Thames Crossing scheme)	TN-B003B	Section H, Sheet 7	E
(1) <i>Street</i>	(2) <i>Access to works reference</i>	(3) <i>Plan Reference as shown on the Access, Rights of Way and Public Rights of Navigation Plans</i>																	
Long Lane, Stifford Clays, Grays (without Lower Thames Crossing scheme)	TN-B001A and TN-B002A	Section H, Sheet 7																	
Long Lane, Stifford Clays, Grays (with Lower Thames Crossing scheme)	TN-B001B and TN-B002B	Section H, Sheet 7																	
A1013 Stanford Road / Gammonfields Way (without Lower Thames Crossing scheme)	TN-B003A	Section H, Sheet 7																	
A1013 Stanford Road / Gammonfields Way (with Lower Thames Crossing scheme)	TN-B003B	Section H, Sheet 7																	
29.	Schedule 11, Land of which temporary possession may be taken	Minor typographical correction	<table><tr><th>(1) <i>Plot number of land shown on Land Plan</i></th><th>(2) <i>Purpose for which temporary possession may be taken</i></th><th>(3) <i>Relevant part of the authorised development</i></th></tr><tr><td>B-20/214, B-20/217, B-20/219, B20-219a<u>B-20/219a</u>, B-20/222, B-20/225, B-20/227, B-20/228, B-20/229, B-20/232, B-20/234, B-20/235, B-20/236, B-20/237, B-20/238, B-20/239, B-20/244, B-20/245, B-20/246, B-20/247, B-20/249, B-20/250, B-20/252, B-20/265, B-20/266</td><td></td><td></td></tr></table>	(1) <i>Plot number of land shown on Land Plan</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>	B-20/214, B-20/217, B-20/219, B20-219a <u>B-20/219a</u> , B-20/222, B-20/225, B-20/227, B-20/228, B-20/229, B-20/232, B-20/234, B-20/235, B-20/236, B-20/237, B-20/238, B-20/239, B-20/244, B-20/245, B-20/246, B-20/247, B-20/249, B-20/250, B-20/252, B-20/265, B-20/266			E									
(1) <i>Plot number of land shown on Land Plan</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>																	
B-20/214, B-20/217, B-20/219, B20-219a <u>B-20/219a</u> , B-20/222, B-20/225, B-20/227, B-20/228, B-20/229, B-20/232, B-20/234, B-20/235, B-20/236, B-20/237, B-20/238, B-20/239, B-20/244, B-20/245, B-20/246, B-20/247, B-20/249, B-20/250, B-20/252, B-20/265, B-20/266																			

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
30.	Schedule 11, Land of which temporary possession may be taken	Correction to plot reference	C-13/9, C-13/10, C-13/13, C-13/14, C-13/15, C-13/16, C-13/17, C-13/18, C-13/22, C-13/31, C-13/44, C-13/53, C-13/60, C-13/61, C-13/69, C-13/73, C-13/80, C-13/93, C-13/113111, C-13/114, C-13/118, C-13/123, C-13/142, C-13/201 Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure Work No. 7 Work No. 9	E

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO																		
31.	Schedule 11, Land of which temporary possession may be taken	Minor typographical corrections to plot references to follow naming convention and minor correction remove one plot	<table><tr><th colspan="3">Section G</th></tr><tr><th>(1) <i>Plot number of land shown on Land Plans</i></th><th>(2) <i>Purpose for which temporary possession may be taken</i></th><th>(3) <i>Relevant part of the authorised development</i></th></tr><tr><td>G-1/1, G-1/2, G-1/3, G-1/4, G-1/5, G-1/6, G-1/18, G-1/27, G-1/29, G-1/31, G-1/32, G-1/34, G-1/35, G-1/36, G-1/37, G-1/39, G-1/42, G-1/45</td><td>Temporary use for construction mitigation, maintenance, access and/or dismantling of redundant infrastructure</td><td>Work No. 17 Work No. 39</td></tr><tr><td>G-2/2, G-2/6, G-2/19, G-2/45, G-2/47, G-2/55, G-2/56, G-2/58, G-2/71, G-2/72, G-2/73, G-2/74, G-2/77, G-2/80, G-2/81, G-2/90, G-2/92, G-2/93, G-2/94, G-2/95, G-2/98, G-2/99, G-2/100, G-2/103, G-2/108, G-2/112, G-2/115, G-2/118, G-2/131, G-2/132, G-2/136, G-2/139, G-2/140, G-2/143</td><td>Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure</td><td>Work No. 17</td></tr><tr><td>G-3/13, G-3/15, G-3/16, G-3/22, G-3/28, G-3/29, G-3/30, G-3/33, G-3/34, G-3/35, G-3/37, G-3/40, G-3/43, G-3/48, G-3/56, G-3/64</td><td>Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure</td><td>Work No. 17 Work No. 32 Work No. 40</td></tr><tr><td>G-4/3, G-4/4, G-4/5, G-4/8, G-4/9, G-4/10, G-4/12, G-4/14, G-4/16, G-4/17, G-4/18, G-4/22, G-4/23, G-4/25, G-4/28, G-4/29, G-4/33, G-4/47, G-4/48, G-4/53, G</td><td>Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure</td><td>Work No. 17 Work No 32 Work No. 40</td></tr></table>	Section G			(1) <i>Plot number of land shown on Land Plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>	G-1/1, G-1/2, G-1/3, G-1/4, G-1/5, G-1/6, G-1/18, G-1/27, G-1/29, G-1/31, G-1/32, G-1/34, G-1/35, G-1/36, G-1/37, G-1/39, G-1/42, G-1/45	Temporary use for construction mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 39	G-2/2, G-2/6, G-2/19, G-2/45, G-2/47, G-2/55, G-2/56, G-2/58, G-2/71, G-2/72, G-2/73, G-2/74, G-2/77, G-2/80, G-2/81, G-2/90, G-2/92, G-2/93, G-2/94, G-2/95, G-2/98, G-2/99, G-2/100, G-2/103, G-2/108, G-2/112, G-2/115, G-2/118, G-2/131, G-2/132, G-2/136, G-2/139, G-2/140, G-2/143	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17	G-3/13, G-3/15, G-3/16, G-3/22, G-3/28, G-3/29, G-3/30, G-3/33, G-3/34, G-3/35, G-3/37, G-3/40, G-3/43, G-3/48, G-3/56, G-3/64	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 32 Work No. 40	G-4/3, G-4/4, G-4/5, G-4/8, G-4/9, G-4/10, G-4/12, G-4/14, G-4/16, G-4/17, G-4/18, G-4/22, G-4/23, G-4/25, G-4/28, G-4/29, G-4/33, G-4/47, G-4/48, G-4/53, G	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No 32 Work No. 40	E
Section G																						
(1) <i>Plot number of land shown on Land Plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>																				
G-1/1, G-1/2, G-1/3, G-1/4, G-1/5, G-1/6, G-1/18, G-1/27, G-1/29, G-1/31, G-1/32, G-1/34, G-1/35, G-1/36, G-1/37, G-1/39, G-1/42, G-1/45	Temporary use for construction mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 39																				
G-2/2, G-2/6, G-2/19, G-2/45, G-2/47, G-2/55, G-2/56, G-2/58, G-2/71, G-2/72, G-2/73, G-2/74, G-2/77, G-2/80, G-2/81, G-2/90, G-2/92, G-2/93, G-2/94, G-2/95, G-2/98, G-2/99, G-2/100, G-2/103, G-2/108, G-2/112, G-2/115, G-2/118, G-2/131, G-2/132, G-2/136, G-2/139, G-2/140, G-2/143	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17																				
G-3/13, G-3/15, G-3/16, G-3/22, G-3/28, G-3/29, G-3/30, G-3/33, G-3/34, G-3/35, G-3/37, G-3/40, G-3/43, G-3/48, G-3/56, G-3/64	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 32 Work No. 40																				
G-4/3, G-4/4, G-4/5, G-4/8, G-4/9, G-4/10, G-4/12, G-4/14, G-4/16, G-4/17, G-4/18, G-4/22, G-4/23, G-4/25, G-4/28, G-4/29, G-4/33, G-4/47, G-4/48, G-4/53, G	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No 32 Work No. 40																				

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(1) <i>Plot number of land shown on Land Plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>
		4-4/55 , G-4/56, G- 4-4/63 , G-4/66, G- 4-4/67 , G-4/68, G- 4-4/70 , G-4/71, G- 4-4/72 , G-4/73, G- 4-4/74 , G-4/75, G- 4-4/76 , G-4/82, G- 4-4/87 , G-4/90, G- 4-4/96 , G-4/99, G- 4-4/102 , G-4/105, G- 4-4/109 , G-4/111, G- 4-4/112 , G-4/113, G- 4-4/115 , G-4/117, G- 4-4/121 , G-4/129, G- 4-4/130 , G-4/131, G- 4-4/132 , G-4/133, G- 4-4/134 , G-4/137, G- 4-4/139 , G-4/140, G- 4-4/141 , G-4/142, G- 4-4/143 , G-4/145		
		G-5/2, G-5/4, G-5/5, G-5/6, G-5/7, G-5/8, G-5/14, G-5/21, G- 5-5/22 , G-5/23, G- 5-5/25 , G-5/26, G- 5-5/27 , G-5/29, G- 5-5/32 , G-5/37, G- 5-5/38 , G- 5-5/38a , G-5/48, G- 5-5/50 , G-5/58, G- 5-5/60 , G-5/64, G- 5-5/65 , G-5/70, G- 5-5/75 , G-5/77, G- 5-5/78 , G-5/80, G- 5-5/82 , G-5/85, G-5/88, G-5/90	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		G-6/3, G-6/6, G-6/7, G-6/10, G-6/11, G- 6-6 /18, G-6/19, G- 6-6 /20, G-6/21, G- 6-6 /29, G-6/41, G- 6-6 /43, G-6/49, G- 6-6 /53, G-6/54, G- 6-6 /56, G-6/57, G- 6-6 /58, G-6/59, G- 6-6 /62, G-6/63, G- 6-6 /64, G-6/67, G- 6-6 /68, G-6/69, G- 6-6 /70, G-6/71, G- 6-6 /72, G-6/75, G- 6-6 /77, G-6/80, G- 6-6 /81, G-6/82, G- 6-6 /84, G-6/85, G- 6-6 /86, G-6/87, G- 6-6 /89, G-6/90, G- 6-6 /98, G-6/99, G- 6-6 /101, G-6/102, G- 6-6 /105, G-6/106, G- 6-6 /110, G-6/112, G- 6-6 /113, G-6/114, G- 6-6 /115, G-6/118, G- 6-6 /119, G-6/120, G- 6-6 /126, G-6/127, G- 6-6 /136, G-6/137, G- 6-6 /139, G-6/140, G- 6-6 /141, G-6/142, G- 6-6 /144, G-6/149, G- 6-6 /150, G-6/151, G-6/152, G-6/157, G- 6-6 /159, G-6/161, G- 6-6 /162, G-6/166, G- 6-6 /167, G-6/171, G- 6-6 /172, G-6/175, G- 6-6 /176, G-6/177, G- 6-6 /179, G-6/181, G- 6-6 /182, G-6/184, G- 6-6 /185, G-6/186, G- 6-6 /190	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 33 Work No. 34 Work No. 35 Work No. 37 Work No. 39 Work No. 40

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO												
32.	Schedule 11, Land of which temporary possession may be taken	Amendments to reflect changes to the Class of Rights sought in Section H of the Project, following the Applicant's decision to pursue Scenario B (in respect of Lower Thames Crossing) and consequently remove Scenario A. These changes are as follows: 1) Removal of plots previously sought for Temporary Use (Class 7) as they have been changed to Class 8; 2) Inclusion of land previously sought for Compulsory Acquisition (Class 1) or Permanent Rights (Class 2-6) that is now only required on a Temporary Use (Class 7) basis; and 3) Tweaks to land parcelling/renumbering of parcels.	<table><tr><th>(1) <i>Plot number of land shown on Land Plans</i></th><th>(2) <i>Purpose for which temporary possession may be taken</i></th><th>(3) <i>Relevant part of the authorised development</i></th></tr><tr><td>H-1/14, H-1/18, H-1/19, H-1/23, H-1/25, H-1/27, H-1/28, H-1/29, H-1/30, H-1/33, H-1/34, H-1/36, H-1/38, H-1/39, H-1/41, H-1/45, H-1/47, H-1/48, H-1/49, H-1/52, H-1/53, H-1/55, H-1/56, H-1/57, H-1/58, H-1/59, H-1/60, H-1/61, H-1/62, H-1/65, H-1/66, H-1/73, H-1/74, H-1/75, H-1/77, H-1/78, H-1/81, H-1/82, H-1/87, H-1/88, H-1/89, H-1/90, H-1/91, H-1/95, H-1/97</td><td>Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure</td><td>Work No. 17 Work No. 17A Work No. 33 Work No. 34 Work No. 35 Work No. 37 Work No. 40</td></tr><tr><td>H-1A/2, H-1A/3, H-1A/8, H-1A/9, H-1A/10, H-1A/12, H-1A/14, H-1A/15, H-1A/16</td><td>Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure</td><td>Work No. 17A</td></tr><tr><td>H-1B/1, H-1B/2, H-1B/3, H-1B/5, H-1B/8, H-1B/10, H-1B/11, H-1B/12, H-1B/13, H-1B/14, H-1B/15</td><td>Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure</td><td>Work No. 17 Work No. 17A</td></tr></table>	(1) <i>Plot number of land shown on Land Plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>	H-1/14, H-1/18, H-1/19, H-1/23, H-1/25, H-1/27, H-1/28, H-1/29, H-1/30, H-1/33, H-1/34, H-1/36, H-1/38, H-1/39, H-1/41, H-1/45 , H-1/47, H-1/48, H-1/49, H-1/52, H-1/53, H-1/55, H-1/56, H-1/57, H-1/58, H-1/59, H-1/60, H-1/61, H-1/62, H-1/65, H-1/66, H-1/73, H-1/74, H-1/75, H-1/77, H-1/78, H-1/81, H-1/82, H-1/87, H-1/88, H-1/89, H-1/90, H-1/91, H-1/95, H-1/97	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A Work No. 33 Work No. 34 Work No. 35 Work No. 37 Work No. 40	H-1A/2, H-1A/3, H-1A/8, H-1A/9, H-1A/10, H-1A/12, H-1A/14, H-1A/15, H-1A/16	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17A	H-1B/1, H-1B/2 , H-1B/3, H-1B/5, H-1B/8, H-1B/10, H-1B/11, H-1B/12, H-1B/13, H-1B/14, H-1B/15	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A	
(1) <i>Plot number of land shown on Land Plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>														
H-1/14, H-1/18, H-1/19, H-1/23, H-1/25, H-1/27, H-1/28, H-1/29, H-1/30, H-1/33, H-1/34, H-1/36, H-1/38, H-1/39, H-1/41, H-1/45 , H-1/47, H-1/48, H-1/49, H-1/52, H-1/53, H-1/55, H-1/56, H-1/57, H-1/58, H-1/59, H-1/60, H-1/61, H-1/62, H-1/65, H-1/66, H-1/73, H-1/74, H-1/75, H-1/77, H-1/78, H-1/81, H-1/82, H-1/87, H-1/88, H-1/89, H-1/90, H-1/91, H-1/95, H-1/97	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A Work No. 33 Work No. 34 Work No. 35 Work No. 37 Work No. 40														
H-1A/2, H-1A/3, H-1A/8, H-1A/9, H-1A/10, H-1A/12, H-1A/14, H-1A/15, H-1A/16	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17A														
H-1B/1, H-1B/2 , H-1B/3, H-1B/5, H-1B/8, H-1B/10, H-1B/11, H-1B/12, H-1B/13, H-1B/14, H-1B/15	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A														

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			H-5/6, H-5/8, H-5/10, H-5/20, H-5/27, H-5/28, H-5/29a, H-5/29g, H-5/37, H-5/39, H-5/48, H-5/50, H-5/92, H-5/93, H-5/96, H-5/98, H-5/99, H-5/103, H-5/105, H-5/106, H-5/108, H-5/109, H-5/113, H-5/116, H-5/117, H-5/123, H-5/124, H-5/125, H-5/126, H-5/136, H-5/143, H-5/178 Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure Work No. 17 Work No. 18 Work No. 19 Work No. 21 Work No. 22 Work No. 23 Work No. 24 Work No. 24 Work No. 36 Work No. 37	
			H-6/24b, H-6/30, H-6/47, Temporary use for construction, Work No. 19	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(1) <i>Plot number of land shown on Land Plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>
		H-6/52, H-6/55, H-6/56, H-6/58, H-6/59, H-6/60, H-6/61, H-6/63, H-6/66, H-6/69, <u>H-6/71c</u> , H-6/73, H-6/77, H-6/78, H-6/80, H-6/81, H-6/82, H-6/83, H-6/89, H-6/91, H-6/97, H-6/98, H-6/100, H-6/102, H-6/103, <u>H-6/109</u> , <u>H-6/110</u>	mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 20 Work No. 21 Work No. 22 Work No. 23 Work No. 24 Work No. 37
		H-7/1, H-7/3, H-7/6, H-7/7, H-7/10, H-7/13, H-7/14, H-7/15, H-7/16, H-7/17, H-7/18, H-7/22, H-7/28, H-7/62, <u>H-7/64a</u>, H-7/69, <u>H-7/76</u>, <u>H-7/78</u>, <u>H-7/79</u>, <u>H-7/80</u>, <u>H-7/81</u>, <u>H-7/83</u>, <u>H-7/84</u>, <u>H-7/93</u>, <u>H-7/95</u>, <u>H-7/97</u>, <u>H-7/98</u>, <u>H-7/99</u>, <u>H-7/100</u>, <u>H-7/102</u>, <u>H-7/104</u>, <u>H-7/105</u>, <u>H-7/128</u>, <u>H-7/131</u>, <u>H-7/138</u>, <u>H-7/139</u>, <u>H-7/140</u>, <u>H-7/141</u>, <u>H-7/142</u>, <u>H-7/143</u>, <u>H-7/144</u>, <u>H-7/145</u>, <u>H-7/145b</u>, <u>H-7/146b</u>, <u>H-7/146e</u>, <u>H-7/147</u>, <u>H-7/148</u>, <u>H-7/150</u>, <u>H-7/151</u>, <u>H-7/153</u>, <u>H-7/154</u>, <u>H-7/155</u>, <u>H-7/156</u>, <u>H-7/88</u>	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 19 Work No. 21

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO								
33.	Schedule 13, Part 1 (Temporary restriction of waiting and restriction of speed)	Updates to reflect the adoption of Scenarios 11 and 18 and the addition of further sheets.	PART 1 TEMPORARY RESTRICTION OF WAITING AND RESTRICTION OF SPEED <table><tr><th>(1) Area</th><th>(2) Road</th><th>(3) Extent as shown on the Traffic Regulation Order Plans</th><th>(4) Note</th></tr><tr><td>Essex County Council</td><td>Lower Dunton Road</td><td>Between points TR-H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, Sheet<u>Sheets 1 and 1B.</u></td><td>Speed limit to be restricted to 30mph.</td></tr></table>	(1) Area	(2) Road	(3) Extent as shown on the Traffic Regulation Order Plans	(4) Note	Essex County Council	Lower Dunton Road	Between points TR-H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, Sheet <u>Sheets 1 and 1B.</u>	Speed limit to be restricted to 30mph.	E
(1) Area	(2) Road	(3) Extent as shown on the Traffic Regulation Order Plans	(4) Note									
Essex County Council	Lower Dunton Road	Between points TR-H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, Sheet <u>Sheets 1 and 1B.</u>	Speed limit to be restricted to 30mph.									
34.	Schedule 13, Part 2 (Temporary restriction of access and restriction on movement)	Updates to reflect the adoption of Scenarios 11 and 18 and the addition of further sheets.	PART 2 TEMPORARY RESTRICTION OF ACCESS AND RESTRICTION OF MOVEMENT <table><tr><th>(1) Area</th><th>(2) Road</th><th>(3) Extent as shown on the Traffic Regulation Order Plans</th><th>(4) Note</th></tr><tr><td>Essex County Council</td><td>Lower Dunton Road</td><td>Between points TR-H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, Sheet<u>Sheets 1 and 1B.</u></td><td>Prohibition of vehicular access.</td></tr></table>	(1) Area	(2) Road	(3) Extent as shown on the Traffic Regulation Order Plans	(4) Note	Essex County Council	Lower Dunton Road	Between points TR-H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, Sheet <u>Sheets 1 and 1B.</u>	Prohibition of vehicular access.	E
(1) Area	(2) Road	(3) Extent as shown on the Traffic Regulation Order Plans	(4) Note									
Essex County Council	Lower Dunton Road	Between points TR-H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, Sheet <u>Sheets 1 and 1B.</u>	Prohibition of vehicular access.									

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO	
		Thurrock Council	A1013 Stanford Road	Between points TR H 021 and TR H 022 as shown on section H, Sheet 7.	Prohibition of vehicular access.
		Thurrock Council / National Highways	A13 Stanford le hope Bypass Westbound	Between points TR H 024 and	Prohibition of vehicular access.
			diverge to Dock Approach Road	TR H 025 as shown on Section H, Sheet 7.	
		Thurrock Council / National Highways	A13 Stanford le hope Bypass Westbound merge from Dock Approach Road	Between points TR H 025 and TR H 029 as shown on Section H, Sheet 7.	Prohibition of vehicular access.
		Thurrock Council / National Highways	A13 Stanford le hope Bypass Eastbound merge from Dock Approach Road	Between points TR H 025 and TR H 028 as shown on Section H, Sheet 7.	Prohibition of vehicular access.
		Thurrock Council / National Highways	A13 Stanford le hope Bypass Eastbound diverge to Dock Approach Road	Between points TR H 027 and TR H 025 as shown on Section H, Sheet 7.	Prohibition of vehicular access.
		Thurrock Council / National Highways	Dock Approach Road	Between points TR H 025 and TR H 026 as shown on Section H, Sheets 7 and 7A.	Prohibition of vehicular access.
		Thurrock Council	Long Lane, Stifford Clays, Grays	Between points TR H 030 and TR H 031 as shown on Section H, Sheet 7.	Prohibition of vehicular access.
		Thurrock Council	Gammonfields Way	Between points TR H 030 and TR H 032 as shown on Section H, Sheet 7.	Prohibition of vehicular access.

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
35.	Schedule 16, Protective Provisions, Part 8	Addition of protective provisions for the protection of Cadent Gas Limited	<u>PART 8</u> <u>FOR THE PROTECTION OF CADENT GAS LIMITED AS GAS UNDERTAKER</u> <u>Application</u> <u>1. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.</u> <u>Interpretation</u> <u>2. In this Part of this Schedule—</u> <u>“1991 Act” means the New Roads and Street Works Act 1991;</u> <u>“alternative apparatus” means appropriate alternative apparatus to the satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;</u> <u>“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, (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 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;</u> <u>“authorised works” has the same meaning as is given to the term “authorised development” in article 2 (interpretation) of this 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;</u> <u>“Cadent” means Cadent Gas Limited and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;</u>	

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	<u>“commence” has the same meaning as in article 2 (interpretation) of this Order and commencement will be construed to have the same meaning save that for the purposes of this Part of the Schedule the terms commence and commencement include operations for the purposes of archaeological or ecological investigations and investigations of the existing condition of the ground or of structures;</u> <u>“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;</u> <u>“functions” includes powers and duties;</u> <u>“ground mitigation scheme” means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;</u> <u>“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the undertaker to submit for Cadent’s approval a ground mitigation scheme;</u> <u>“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;</u> <u>“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;</u> <u>“maintain” and “maintenance” will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;</u>	

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

"rights" will include rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

"specified works" means any of the authorised works or activities (including maintenance) undertaken in association with the authorised works which:

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or
- (c) include any of the activities that are referred to in CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets);

"undertaker" means the undertaker as defined in article 2 (interpretation) of this Order.

On Street Apparatus

3. —(1) Except for paragraphs 4 (apparatus of Cadent in stopped up streets), 7 (removal of apparatus) in so far as sub-paragraph (3) applies, 8 (facilities and rights for alternative apparatus) in so far as sub-paragraph (2) below applies, 9 (retained apparatus: protection of Cadent), 10 (expenses) and 11 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 7 (removal of apparatus) and 8 (facilities and rights for alternative apparatus) of this Agreement will apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

(3) Notwithstanding article 11 (street works) or any other powers in the Order generally, section 85 (sharing of cost of necessary measures) of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

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(2) Paragraphs 7 (removal of apparatus) and 8 (facilities and rights for alternative apparatus) of this Agreement will apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

(3) Notwithstanding article 11 (street works) or any other powers in the Order generally, section 85 (sharing of cost of necessary measures) of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

Apparatus of Cadent in stopped up streets

4. —(1) Without prejudice to the generality of any other protection afforded to Cadent elsewhere in the Order, where any street is stopped up under article 15 (permanent stopping up of streets and private means of access), if Cadent has any apparatus in the street or accessed via that street Cadent will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to Cadent, or will procure the granting to Cadent of, legal easements reasonably satisfactory to Cadent in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph will affect any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 7 (removal of apparatus).

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 16 (temporary stopping up of streets and restriction of use of streets), Cadent will be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary stopping up or diversion in respect of any apparatus which at the time of the stopping up or diversion was in that highway

(3) The Protective Provisions in this Part of this Schedule apply and take precedence over article 45 (apparatus and rights of statutory undertakers in stopped up streets) of the Order which will not apply to Cadent.

Protective works to buildings

5. —(1) The undertaker, in the case of the powers conferred by article 21 (*protective works to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent or any interruption in the supply of gas by Cadent, as the case may be, is caused solely and directly by the undertaker, the undertaker must bear and pay on receipt of an invoice the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and, subject to sub-paragraph (2), will—

- (a) pay compensation to Cadent for any loss sustained by it; and
- (b) indemnify Cadent against all claims, demands, proceedings, costs, damages and expenses

which may be made or taken against or recovered from or incurred by Cadent, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent or its contractors or workmen; and Cadent will give to the undertaker reasonable written notice of any claim or demand as aforesaid within 20 working days of becoming aware of such claim or demand and no settlement or compromise thereof will 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.

Acquisition of land

6. —(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate or acquire any land interest or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of Cadent otherwise than by agreement.

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	<u>(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out 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 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.</u> <u>(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 and/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/or other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.</u> <u>(4) Any agreement or consent granted by Cadent under paragraph 9 (retained apparatus: protection of Cadent) or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).</u> <u>(5) As a condition of an agreement between the parties in sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement and/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.</u>	

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(6) Where an undertaker acquires land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 7 (removal of apparatus) do not apply, the undertaker must—

- (a) retain any notice of Cadent's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and
- (b) (where no such notice of Cadent's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of Cadent's easement, right or other interest in relation to such acquired land.

Removal of apparatus

7. —(1) If, in the exercise of the agreement reached in accordance with paragraph 6 (acquisition of land) or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the satisfaction of Cadent and in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);
- (b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and
- (c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).

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(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation 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 do so.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to Cadent to its satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

8. ~~(1)~~ Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent acting reasonably and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in Cadent's opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 15 (Arbitration) of this Part of this Schedule and the arbitrator will make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

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Retained apparatus: protection of Cadent

9. —(1) Not less than 40 working days before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until Cadent has given written approval of the plan so submitted.

(4) Any approval of Cadent required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and
- (b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and Cadent and in accordance with all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.

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	<u>(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph(4), as approved or as amended from time to time by agreement between the undertaker and Cadent and in accordance with all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.</u> <u>(7) Where Cadent requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement</u> <u>(8) If Cadent, in consequence of the works proposed by the undertaker, reasonably requires the removal of any Cadent's apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).</u> <u>(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 40 working days before commencing the execution of the authorised 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.</u> <u>(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with—</u> <u>(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and</u> <u>(b) sub-paragraph (11) at all times.</u> <u>(11) At all times when carrying out any works authorised under the Order the undertaker must comply with Cadent's policies for safe working in proximity to gas apparatus "CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets" and HSE's "HS(G)47 Avoiding Danger from underground services"</u> <u>(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10 (expenses).</u>	

Expenses

10.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand on receipt of an invoice or written breakdown all charges, costs and expenses reasonably anticipated or 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—

- (a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the negotiation 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) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3) if it elects to do so; and/or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule;
- (g) any watching brief pursuant to paragraph 9(6).

(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.

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		<u>(3) If in accordance with the provisions of this Part of this Schedule—</u> <u>(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or</u> <u>(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,</u> <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 62 (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 save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.</u> <u>(4) For the purposes of sub-paragraph (3)—</u> <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> <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> <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 seven years and six months earlier so as to confer on Cadent any financial benefit by deferral of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.</u>	

Indemnity

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on receipt of an invoice the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and
- (b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents; and
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the Planning Act 2008 or article 7 (consent to transfer benefit of order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this sub-paragraph (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11 (indemnity).

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(4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.

Co-operation

12.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under paragraph 7(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 9 (retained apparatus: protection of Cadent), the undertaker will use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent will use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, Cadent's consent must not be unreasonably withheld or delayed.

Access

13. If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

14. Save for differences or disputes arising under paragraphs 7(2), 7(4), 8(1) and paragraph 9 (retained assets: protection of Cadent) any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of Cadent for ensuring the safety, economic and efficient operation of Cadent's apparatus.

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Notices

15. The plans submitted to Cadent by the undertaker pursuant to paragraph 9(1) must be sent to Cadent Gas Limited Plant Protection by e-mail to plantprotection@cadentgas.com copied by e-mail to landservices@cadentgas.com and sent to the General Counsel Department at Cadent's registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker.

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO																																				
36.	Schedule 19, Certified Documents	Amendment to include the Outline employment and skills plan as a certified document following its inclusion in new Requirement 15.	CERTIFIED DOCUMENTS <table><tr><th>(1) Document title</th><th>(2) Document reference</th></tr><tr><td>Access, Rights of Way and Public Rights of Navigation Plans</td><td>2.5</td></tr><tr><td>Book of reference</td><td>4.3</td></tr><tr><td>Design approach to site specific infrastructure</td><td>7.16</td></tr><tr><td>Design and Layout Plans (elevations)</td><td>2.6.1</td></tr><tr><td>Environmental statement (together with any supplemental or additional environmental information)</td><td>6.1 to 6.21 (inclusive)</td></tr><tr><td>Land plans</td><td>2.2</td></tr><tr><td>Open access land plans</td><td>2.15</td></tr><tr><td>Outline archaeological mitigation strategy and outline written scheme of investigation</td><td>7.5</td></tr><tr><td>Outline code of construction practice</td><td>7.2</td></tr><tr><td>Outline construction traffic management plan</td><td>7.3</td></tr><tr><td>Outline employment and skills plan</td><td>8.13</td></tr><tr><td>Outline landscape and ecological management plan</td><td>7.4</td></tr><tr><td>Outline public rights of way management plan</td><td>7.6</td></tr><tr><td>Special category land and Crown land plans</td><td>2.14</td></tr><tr><td>Traffic regulation order plans</td><td>2.4</td></tr><tr><td>Trees and hedgerows to be removed and/or managed plans</td><td>2.16</td></tr><tr><td>Works plans</td><td>2.3</td></tr></table>	(1) Document title	(2) Document reference	Access, Rights of Way and Public Rights of Navigation Plans	2.5	Book of reference	4.3	Design approach to site specific infrastructure	7.16	Design and Layout Plans (elevations)	2.6.1	Environmental statement (together with any supplemental or additional environmental information)	6.1 to 6.21 (inclusive)	Land plans	2.2	Open access land plans	2.15	Outline archaeological mitigation strategy and outline written scheme of investigation	7.5	Outline code of construction practice	7.2	Outline construction traffic management plan	7.3	Outline employment and skills plan	8.13	Outline landscape and ecological management plan	7.4	Outline public rights of way management plan	7.6	Special category land and Crown land plans	2.14	Traffic regulation order plans	2.4	Trees and hedgerows to be removed and/or managed plans	2.16	Works plans	2.3	E
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Table 2.5 Schedule of Changes to Version E of the draft DCO [REP5-060]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
1.	Article 2, Interpretation	New definition included in connection with bespoke drafting relating to Lower Thames Crossing (LTC) project interactions	“2017 Regulations” means the Compulsory Purchase of Land (Vesting Declarations) (England) Regulations 2017;(j)	F
2.	Article 2, Interpretation	New definition included in connection with bespoke drafting relating to Lower Thames Crossing (LTC) project interactions	“2025 Order” means the A122 (Lower Thames Crossing) Development Consent Order 2025;(k)	F
3.	Article 2, Interpretation	Drafting added for consistency with other Order definitions.	“access, rights of way and public rights of navigation plans” means the plans listed in Part 1 of Schedule 2 (plans) and certified under article 60 as the access, rights of way and public rights of navigation plans by the Secretary of State for the purposes of this Order, and references to a particular access, rights of way and public rights of navigation plan are to be construed accordingly;	F
4.	Article 2, Interpretation	Drafting added for consistency with other Order definitions.	“design and layout plans (elevations)” means those parts of the design and layout plans – subs & cables listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents) showing the elevations of proposed equipment and proposed overhead line works, and references to a particular design and layout plan (elevations) are to be construed accordingly;	F
5.	Article 2, Interpretation	New definition included in connection with drafting relating to the potential for discharge of requirements to be carried out by a proposed DESNZ unit.	“DESNZ unit” means a group or body set up by or on behalf of the Secretary of State for the purpose of providing any consent, agreement or approval required by requirements contained in development consent orders including the requirements in this Order;	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
6.	Article 2, Interpretation	Update to remove duplication.	“electric line” has the meaning set out in section 64(1) (interpretation etc. of Part 1) of the 1989 Act which includes but is not limited to new pylons, foundations and steelwork, conductors, insulators and fittings, fibre optic earthwire conductors, joint boxes, joint pits, joint bays, cables, cable ducts; <u>and</u> link pillars and cables ;	F
7.	Article 2, Interpretation	New definitions included in connection with bespoke drafting relating to LTC project interactions.	<u>“LTC” means the Lower Thames Crossing project;</u> <u>“LTC compensatory habitat works” means Work No. 20;</u> <u>“LTC undertaker” means National Highways Limited (Company Number 09346363) or any other party to whom the benefit of the 2025 Order is transferred under any statutory provision;</u>	F
8.	Article 2, Interpretation	Correction of minor typographical errors.	“operational use” occurs when the relevant part of the authorised development first transmits electricity after the date of its final commissioning: (a) in respect of the NGET Works<u>National Grid works</u>, at either 275kV<u>275 kilovolts</u> or higher voltages; and (b) in respect of the UKPN Works<u>works</u>, at either 230volts<u>230 volts</u> or higher voltages.	F
9.	Article 2, Interpretation	Updates to clarify that the Class 8 uncoloured (white) land is excluded from the Order land	“Order land” means the land shown on the land plans and described in the book of reference <u>excluding the white land</u> ;	F
10.	Article 2, Interpretation	Correction of a minor typographical error.	“outline construction traffic management plan” means the document of that description (together with its appendices) (document 7.3) certified by the Secretary of State as the outline code of construction practise <u>traffic management plan</u> for the purposes of this Order under article 60 (certification of documents);	F
11.	Article 2, Interpretation	Updates to reflect potential for discharge of requirements to be carried out by a proposed DESNZ unit.	“relevant planning authority” means, in any given provision of this Order (except <u>in</u> article 56 (safeguarding) <u>and subject to paragraph 1(6) of Schedule 3 (requirements) and paragraph 1(1) of Schedule 4 (discharge of requirements)</u>)— (a) for an area to which the provision relates in respect of which there is both a district planning authority and a county planning authority for the purposes of Part I (Planning Authorities) of the 1990 Act, the district planning authority; and (b) for an area to which the provision relates in respect of which there is only one local planning authority for the purposes of that Part, that one local planning authority,	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
12.	Article 2, Interpretation	Correction of a minor typographical error.	“the table of parameters” means the information shown on the sheets <u>sheets</u> labelled as Table of Parameters within the works plans;	F
13.	Article 2, Interpretation	Correction of a minor typographical error.	“traffic regulation order plans” mean the plans listed in Part 6 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular traffic regulation order plan is <u>are</u> to be construed accordingly;	F
14.	Article 2, Interpretation	Update for consistency with statutory instrument drafting convention.	“UKPN Works<u>works</u>” means those works to UKPN assets or equipment forming part of the authorised development, including Work Nos. 25 to 36; This correction has been made throughout the 3.1 Draft Development Consent Order (Revision F). To ensure this schedule is kept as legible as possible, no further instances of this change are listed in this Table 2.5.	F
15.	Article 2, Interpretation	New definition of “white land” required to clarify the scope of the definition of “Order land”	<u>“white land” means the land uncoloured (white) and identified as “Class 8 – Land not subject to powers of temporary acquisition nor temporary use” on the land plans and recorded as Class 8 in table 2.1 of the book of reference;</u>	F
16.	Article 2, Interpretation	Correction of a minor typographical error.	(2) References in this Order to rights over land include references to rights to do, or to place and maintain, anything in, on or under land or in the airspace above its surface and references in this Order to the imposition of restrictions in respect of land are references to restrictions over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order, or over which rights are created or acquired , under this Order, or <u>which</u> is otherwise comprised in the Order limits.	F
17.	Article 3, Development consent etc. granted by the Order	Correction of a minor typographical error.	(3) UKPN may— (a) Subject<u>subject</u> to paragraphs (3), (4) and (5) of article 6 (benefit of Order) carry out the UKPN Works<u>works</u>; and	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
18.	Article 5, Limits of deviation	Removal of the vertical upwards limits of deviation required by the Defence Infrastructure Organisation for safety and operational reasons.	Limits of deviation 5. —(1) Subject to paragraphparagraphs (4) and (5), in respect of the overhead electric line and underground electric line works forming part of the authorised development for which it is granted development consent by paragraph (1) of article 3 (development consent etc. granted by the Order), the undertaker may— (5) The vertical upwards limits of deviation in this article 5 and set out in the table of parameters in Section B of the works plans, do not apply to any pylons, overhead transmission electric lines, conductors, insulators, fibre optic conductors and fittings or any other structures forming part of Work No.2 (overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation) as shown on Section B Sheet 14 of the works plans, that are fully or partially located within the area bounded by the following grid references: 606287, 253585 606438, 253660 606936, 254836 606847, 254868	F
19.	Article 6, Benefit of Order	Correction of minor typographical errors and inclusion of LTC undertaker as a party with the benefit of the Order in respect of the LTC compensatory habitat works only.	Benefit of Order 6. —(1) Subject to article 7 (consent to transfer benefit of Order), the provisions of this Order have effect solely for the benefit of— (a) National Grid in respect of the authorised development; (b) Subjectsubject to paragraph (5), UKPN in respect of the UKPN Works; andworks; (c) UKOP in respect of the Work No. 17A.UKOP protective works; and (d) LTC undertaker in respect of the LTC compensatory habitat works.	F
20.	Article 8, Application of the 1990 Act	Updated for clarification purposes.	(4) For the purposes of the 1990 Act, the UKOP protective works deare deemed not constitutetoinvolve the development of land requiring consent under section 55planning permission.	F
21.	Article 10, Planning Permission	Update following request from the ExA to clarify that enforcement action may be taken where an	(4) Where any development to which this article relates is carried out or used pursuant to a planning permission granted under the 1990 Act or development consent granted under the 2008 Act, nothing in	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
	and other consents	inconsistency arises as a result of a breach of a permission or consent.	<u>this article prevents any enforcement action under the 1990 Act or the 2008 Act being taken in relation to any breach of that permission or consent where that breach is not an inconsistency for the purposes of paragraph (2).</u>	
22.	Article 12, Application of the Permit Schemes	Updated to clarify that the permit schemes are applied subject to the provisions of the article.	Application of the Permit Schemes 12.—(1) The permit schemes apply to the construction and maintenance of the authorised development and will have effect in connection with the exercise by the undertaker of any powers conferred by this Part <u>subject to the provisions of this article.</u>	F
23.	Article 13, Application of the 1991 Act	Correction of a minor typographical error.	(4) The following provisions of the 1991 Act do not apply in relation to any works executed under article 12 (application of the Permit Schemes) of this Order— (a) section 53 (the street works register); (b) section 54 (advance notice of certain works); (c) section 55 (notice of starting date of certain works); (d) section 57 (notice of emergency works); and (e) section 66 (avoidance of unnecessary delay or obstruction).	F
24.	Article 15, Permanent stopping up of streets and public rights of way	Correction of a minor typographical error.	(2) Subject to paragraph (3), no street or public right of way specified in column (2) of Schedule 7 is to be wholly or partly stopped up under this article unless— (a) The<u>the</u> new street or public right of way to be substituted for it, which is specified in column (4) of that Schedule is open for use and in the case of a street, has been completed to the reasonable satisfaction of the street authority (the confirmation of which must not be unreasonably withheld or delayed); or (b) A<u>a</u> temporary alternative route for the passage of such traffic as could have used the street or public right of way is first provided and in the case of a street, is subsequently maintained by the undertaker, to the reasonable satisfaction of the street authority (the confirmation of which must not be unreasonably withheld or delayed), until the completion and opening of the new street or public right of way in accordance with sub-paragraph (a).	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
25.	Article 18, Construction, alteration and maintenance of streets and other structures	Correction of a minor typographical error.	(3) Where new land not previously part of the public highway is to form part of the public highway further to the provisions of this Order it must, unless otherwise agreed with the street authority, be deemed as dedicated as part of the public highway on the expiry of the period of 12 months from its completion.	F
26.	Article 19, Agreements with street authorities	Update to the scope of agreements of street authorities to be consistent with the National Grid (Bramford to Twinstead Reinforcement) Order 2024.	Agreements with street authorities 19.—(1) A street authority and the undertaker may enter into agreements with respect to— (a) the construction of any new street including any structure carrying the street over or under an electric line authorised by this Order; (b) the maintenance of the structure of any bridge or tunnel carrying a street over or under an electric line authorised by this Order; (c) any closure, alteration or diversion of a street authorised by this Order; (d) the carrying out in the street of any of the works referred to in article 11 (street works) <u>or article 14 (power to alter layout, etc. of streets);</u> (e) such other matters as the parties may agree, including such matters as may be included in agreements made pursuant to section 38 or section 278 of the 1980 Act.	F
27.	Article 23, Removal of human remains	Updated to reflect the Applicant's proposed drafting in response to EXQ 2.A3.	(13) In the case of remains in relation to which paragraph (12) applies, the undertaker— (a) may remove the remains; (b) must apply for direction from the Secretary of State under paragraph (15) as to their subsequent<u>the</u> treatment <u>of the remains (including their treatment prior to, during and after removal);</u> and (c) must deal with the remains in such manner, and subject to such conditions, as the Secretary of State directs; <u>in each case in accordance with any applicable terms of a relevant written scheme of investigation approved under paragraph 5 (archaeology) of Schedule 3 (requirements), unless the Secretary of State directs otherwise.</u>	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
28.	Article 25, Compulsory acquisition of rights	Correction of typographical error in Schedule cross-referencing.	Compulsory acquisition of rights 25.—(1) Subject to the provisions of this article, the undertaker may acquire compulsorily the rights, and impose the restrictions, over the Order land, described in the book of reference, including rights and restrictive covenants for the benefit of a statutory undertaker or any other person, by creating them as well as by acquiring rights and the benefits of restrictions already in existence. (2) Subject to section 8 of the 1965 Act (other provisions as to divided land) as substituted by Schedule 910 to this Order (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires a right over land or imposes a restriction under paragraph (1), the undertaker is not required to acquire a greater interest in that land. (3) Schedule 910 to this Order has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restriction.	F
29.	Article 25, Compulsory acquisition of rights	Updated to improve clarity.	(4) In any case where the acquisition of rights or the imposition of a restriction under paragraph (1) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights or impose such restrictions to the relevant statutory undertaker other than; except that in respect of the UKPN Works whereworks no such consent is required.	F
30.	Article 26, Acquisition of subsoil or airspace only	Correction of typographical error in legislation reference.	(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil or airspace only— (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 37 (application of Part 1 of the 1965 Act)); (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and (c) section 153(4A)(ea) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act. (a) Section 153(4A) was inserted by section 200(2) of the Housing and Planning Act 2016 (c.22).	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
31.	Article 27, Temporary use of land by National Grid	Update to bring Article 27 (temporary use of land by National Grid) into alignment with the wording of Article 25 (compulsory acquisition of rights). This accords with the drafting of article 35 of the A122 (Lower Thames Crossing) Development Consent Order 2025.	Temporary use of land by National Grid 27.—(1) National Grid may, in connection with the carrying out of the authorised development— (a) enter on and take temporary possession of— (i) so much of the land specified in column (1) of Schedule 11 (land of which temporary possession may be taken) to exercise the powers described in the book of reference for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and (ii) any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 of the 1981 Act <u>(other than a notice of entry or a declaration in connection with the acquisition of rights or the imposition of restrictive covenants only)</u> ;	F
32.	Article 27, Temporary use of land by National Grid	Correction of typographical error.	(e) remove any ground-strengthening works (being either works listed in Schedule 11 of this order <u>Order</u> or other works to provide safe and stable ground conditions) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development;	F
33.	Article 27, Temporary use of land by National Grid	Correction of typographical error.	(e) remove any ground-strengthening works (being works to provide safe and stable ground conditions —) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development;	F
34.	Article 28, Temporary use of land by UKPN and UKOP	Update to bring Article 28 (temporary use of land by UKPN and UKOP) into alignment with the wording of Article 25 (compulsory acquisition of rights). Follows the principle of Article 27 (temporary use of land by National Grid).	Temporary use of land by UKPN and UKOP 28.—(1) UKPN may, in connection with the carrying out of the UKPN Works <u>works</u> — (a) enter on and take temporary possession of— (i) so much of the land specified in column (1) of Schedule 11 (Land of which only temporary possession may be taken) to exercise the powers described in the book of reference for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(ii)	any other Order land in respect of the UKPN Works <u>works</u> in respect of which no notice of entry has been served under section 11 of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 of the 1981 Act <u>(other than a notice of entry or a declaration in connection with the acquisition of rights or the imposition of restrictive covenants only)</u> ;	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
35.	Article 36, Application of the 1981 Act and Modification of 2017 Regulations	Updates requested by National Highways for LTC to enable National Grid to vest land in the LTC undertaker, statutory undertakers or local authorities as appropriate. Bespoke drafting relating to the modification of the Compulsory Purchase of Land (Vesting Declarations) (England) Regulations 2017 has been requested by LTC to ensure that Form 1 and Form 2 in those regulations is accounts for the vesting of land in National Highways (as LTC undertaker) to facilitate the LTC compensatory habitats works.	Application of the 1981 Act <u>and Modification of the 2017 Regulations</u> 36.—(1) The 1981 Act applies as if this Order were a compulsory purchase order. (2) The 1981 Act, as so applied, has effect with the following modifications. (3) In section 1 (application of Act) for subsection (2) there is substituted — (2) This section applies to any Minister, any local or other public authority, <u>the LTC undertaker</u> or any other body or person authorised to acquire land by means of a compulsory purchase order. <u>(4) For section 4(1) (execution of declaration), substitute—</u> <u>“(1) The acquiring authority may execute in respect of any of the land which they are authorised to acquire by the compulsory purchase order a declaration in the prescribed form vesting the land in themselves, or in the case of land or a right that they are authorised to acquire for the benefit of a statutory undertaker or local authority or the LTC undertaker, in the statutory undertaker or local authority in question or the LTC undertaker, from the end of such period as may be specified in the declaration (not being less than three months from the date on which the service of notices required by section 6 is completed).”</u> <u>(5)</u> (3) In section 5(2)(a) (earliest date for execution of declaration), omit the words from “and this subsection” to the end. <u>(6)</u> (4) Section 5A(b) (time limit for general vesting declaration) is omitted. <u>(7)</u> (5) In section 5B(c) (extension of time limit during challenge)— (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118(d) of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)”; and (b) for “the applicable period for the purposes of section 5A” substitute “the seven year period mentioned in article 34 of the National Grid (Norwich to Tilbury) Order 20[xx]”. <u>(8)</u> (6) In section 6(1)(b)(e) (notices after execution of declaration) substitute— (b) on every other person who has given information to the acquiring authority with respect to any of that land further to the invitation published and served under section 134(f) (notice of authorisation of compulsory acquisition) of the Planning Act 2008.	F

(9) ~~(7)~~ In section 7(1)(a)(a) (constructive notice to treat), omit “(as modified by section 4 of the Acquisition of Land Act 1981)”.

(10) In section 8 (vesting, and right to enter and take possession), after subsection (3) insert—

“(4) In this section, references to the acquiring authority include any statutory undertaker, local authority or the LTC undertaker referred to in section 4(1).”

(11) In section 10(1) (acquiring authority’s liability arising on vesting of the land), after “vested in an acquiring authority” insert “or a statutory undertaker, local authority or the LTC undertaker.”

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

(2) But see article 26(3) (acquisition of subsoil or airspace only) of the National Grid (Norwich to Tilbury) Order 20[xx], which excludes the acquisition of subsoil or airspace only from this Schedule.

(13) (9) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 of the 2008 Act (application of compulsory acquisition provisions) and as modified by article 37 (application of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

(14) The Schedule to the 2017 Regulations is modified as follows.

(15) In paragraph (3) on Form 1, after “from the date on which the service of notices required by section 6 of the Act is completed” insert—

“(1A) The [insert land or rights or both] described in Part [] of the Schedule hereto as being for the benefit of third parties and more particularly delineated on the plan annexed hereto vests in the statutory undertaker, local authority or National Highways in question as from the end of the period of [insert period of three months or longer] from the date on which the service of notices required by section 6 of the Act is completed.”

(16) References in Form 2 to “in themselves” is substituted with “in themselves and any identified third parties”.

(17) In paragraph (b) of the notes on use of Form 2—

(a) after “Insert the name of the authority” insert “and where the context requires, insert a reference to third parties”; and

(b) omit “Thereafter rely on that definition wherever “(b)” appears in the text.”

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
36.	Article 37, Application of Part 1 of the 1965 Act	Correction of typographical error.	(6) In Schedule 2A(a) (counter-notice requiring purchase of land not in notice to treat)— (a) for paragraphs 1(2) and 14(2) substitute— (2) But see article 26(3) (acquisition of subsoil or airspace only) of the National Grid (Norwich to Tilbury) Order 20[xx], which excludes the acquisition of subsoil or airspace only from this Schedule ; and (b) after paragraph 29, insert—	F
PART 4 INTERPRETATION 30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 21 (protective works), 27 (temporary use of land by National Grid), 28 (temporary use of land by UKPN and UKOP) or 29 (temporary use of land for maintaining the authorised development) of the National Grid (Norwich to Tilbury) Order 20[xx].				
37.	Article 38, Extinguishment and suspension of private rights	Update to differentiate between the use of the term “commence” which excludes “pre-commencement operations” and to ensure that private rights and restrictive covenants are extinguished as soon as any activity that would breach them is begun.	(3) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictions under this Order are extinguished in so far as their continuance would be inconsistent with the exercise of the right acquired or the burden of the restriction imposed— (a) as from the date of the acquisition of the right or the benefit of the restriction by the undertaker, whether compulsorily or by agreement; or (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act in pursuance of the right; or (c) on commencementthe beginning of any activity authorised by the Order which interferes with or breaches those rights, whichever is the earlier.	F
38.	Article 41, Extinguishment of private rights and restrictive covenants relating to	Correction of typographical error.	(2) All private rights or restrictive covenants in relation to apparatus belonging to National Grid or UKPN removed from any land to which this article applies are extinguished from the date on which National Grid or UKPN gives up temporary possession of that land under article 27 (temporary use of land by National Grid) or 28 (temporary use of land by UKPN and UKOP), as the case may be.	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		apparatus belonging to National Grid or UKPN removed from land subject to temporary possession		
39.	Article 43, Special category land	Correction of typographical error.	Special category land 43.—(1) So much of the special category land that is required for the purposes of the exercising by the undertaker of the Order rights must<u>will</u> be discharged from all rights, trusts and incidents to which it was previously subject so far as their continuance would be inconsistent with the exercise of the Order rights.	F
40.	Article 45, Apparatus and rights of statutory undertakers in stopped-up streets	Correction of typographical errors.	(3) Subject to the following provisions of this article, the undertaker must pay to any statutory undertaker an amount equal to the cost reasonably incurred by the statutory undertaker in or in connection with— (7) Paragraphs (3) to (6) do not apply where the authorised development constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 of the 1991 Act, but instead— (a) The<u>the</u> allowable costs of the relocation works are to be determined in accordance with section 85 (Sharing of cost of necessary measures) of that Act and any regulations for the time being having effect under that section; and (b) The<u>the</u> allowable costs must be borne by the undertaker and the statutory undertaker in such proportions as may be prescribed by any such regulations.	F

Ref. dDCO Ref.	Rationale for the Change Change Made	Version of dDCO
41. Article 48, Defence to proceedings in respect of statutory nuisance	Updates following ExA question at Issue Specific Hearing 3 (DCO) to provide that compliance with the noise controls set out in requirement 14 (control of noise during operational stage) of Schedule 3 (requirements) is capable of forming a defence to statutory nuisance. Minor consequential changes to include reference to “operation”. Defence to proceedings in respect of statutory nuisance 48.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(a) (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within paragraphs (g) (noise emitted from premises so as to be prejudicial to health or a nuisance) and (ga) (noise from vehicles, machinery or equipment in a street) of section 79(1) of that Act no order must be made, and no fine must be imposed, under section 82(2) of that Act if— (a) the defendant shows that the nuisance— (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with a notice served under section 60 (control of noise on construction site) or a consent given under section 61 (prior consent for work on construction site) of the Control of Pollution Act 1974(b); or (ii) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance <u>or operation</u> of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with the controls and measures relating to noise as described in the relevant code of construction practice or the relevant construction traffic management plan approved under Schedule 3 (requirements) <u>or paragraph 14 (control of noise during operational stage) of Schedule 3 (requirements) or</u> in accordance with the noise levels set out in an environmental permit relating to the operation of the authorised development; or (iii) is a consequence of the construction or maintenance of the authorised development and that it cannot reasonably be avoided; or (iv) is a consequence of complying with a requirement of this Order and that it cannot reasonably be avoided; or (b) the defendant shows that the nuisance— (i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised development and that the nuisance is attributable to the use of the authorised development which is being used in accordance with the controls and measures relating to noise as described in the relevant code of construction practice approved under Schedule 3 (requirements) <u>or paragraph 14 (control of noise during operational stage) of Schedule 3 (requirements); or</u> (ii) is a consequence of the use of the authorised development and that it cannot reasonably be avoided. (2) For the purposes of paragraph (1) above, compliance with the controls and measures relating to noise described in the <u>relevant</u> code of construction practice, <u>the relevant construction traffic management plan and paragraph 14 (control of noise during operational stage) of Schedule 3 (requirements)</u> will be sufficient, but not necessary, to show that an alleged nuisance could not reasonably be avoided.	F

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(3) Where a relevant planning authority is acting in accordance with section 60(4) and section 61(4) of the Control of Pollution Act 1974(c) in relation to the construction of the authorised development then the local authority must also have regard to the controls and measures relating to noise referred to in the relevant code of construction practice and the relevant construction traffic management plan approved under Schedule 3 (requirements).	
42. Article 50, Felling or lopping	New paragraph (11) is included to clarify that paragraph (1) does not apply to any tree identified as ancient or veteran unless it has previously been agreed to be removed or managed or is agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to its removal or management. This paragraph was inserted to provide clearer protections for ancient or veteran trees and following questions from the panel at the Issue Specific Hearing 3.	Felling or lopping 50.—(1) Subject to paragraph (11) and article 51, the undertaker may fell, lop, prune, cut, trim, coppice, pollard, or reduce in height or width, any tree, shrub, shrubbery, hedgerow, or important hedgerow under or within or overhanging or 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, shrub, shrubbery, hedgerow or important hedgerow— (a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or (b) from constituting a danger to persons constructing, maintaining, or operating the authorised development. (11) Paragraph (1) does not apply to any tree identified as ancient or veteran unless it has previously been agreed to be removed or managed or is agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to its removal or management.	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
43.	Article 51, Trees subject to Tree Preservation Orders	New paragraph (6) provides that paragraphs (1) and (2) do not apply to any tree identified as ancient or veteran unless it has previously been agreed to be removed or managed or is agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to its removal or management. This paragraph was inserted to provide clearer protections for ancient or veteran trees and following questions from the panel at the Issue Specific Hearing 3.	Trees subject to Tree Preservation Orders 51.—(1) TheSubject to paragraph (6), the undertaker may fell, lop, prune, cut, trim, coppice, pollard or reduce in height or width any tree described in Schedule 14 (trees subject to tree preservation orders) and identified on the trees and hedgerows to be removed and/or managed plans, or cut back its roots, if it reasonably believes it to be necessary in order to do so to prevent the tree— (a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or (b) from constituting a danger to persons constructing, maintaining, or operating the authorised development. (2) TheSubject to paragraph (6),the undertaker may fell, lop, prune, cut, trim, coppice, pollard, or reduce in height or width, any tree within or overhanging land within, or near the Order limits subject to a tree preservation order which was made after 24 June 2025, or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree— (a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or (b) from constituting a danger to persons constructing, maintaining, or operating the authorised development. (6) Paragraphs 50(1) and (2) do not apply to any tree identified as ancient or veteran unless it has previously been agreed to be removed or managed or is agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to its removal or management.	
44.	Article 55, Procedure regarding certain approvals etc.	Updates to reflect potential for discharge of requirements to be carried out by a proposed DESNZ unit.	Procedure regarding certain approvals etc. 55.—(1) Where an application or request is submitted to a relevant planning authority, a highway authority, a street authority or the owner of a watercourse, sewer or drain for any consent, agreement or approval required or contemplated by any of the provisions of this Order such consent, agreement or approval, if given, must be given in writing and must not be unreasonably withheld or delayed; and in this paragraph references to the relevant planning authority and highway authority include where the DESNZ unit is treated as such for the purposes of a requirement.	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
45.	Article 59, Amendment of local legislation	New paragraphs (5) to (6) added following engagement with LTC to ensure that the disapplication of local legislation does not apply to the A122 (Lower Thames Crossing) Development Consent Order 2025 and which clarify that, to the extent that there is any inconsistency or conflict between (a) any works authorised under this Order or the exercise by the undertaker of its powers under this Order and (b) the provisions of the A122 (Lower Thames Crossing) Development Consent Order 2025, there is deemed to be no breach of the A122 (Lower Thames Crossing) Development Consent Order 2025. A new paragraph (7) is added that amends the A122 (Lower Thames Crossing) Development Consent Order 2025 to	<u>(5) Paragraphs (1) to (4) do not apply to the 2025 Order.</u> <u>(6) To the extent that there is any inconsistency or conflict between any works authorised under this Order, works carried out in connection with the authorised development, or the exercise by the undertaker of the functions conferred by this Order and all or any of the provisions of the 2025 Order then, in respect of such inconsistency or conflict, there is deemed to be no breach, or non-compliance, of any provision or requirement of the 2025 Order.</u> <u>(7) Without prejudice to the generality of paragraph (6), the 2025 Order is amended by the insertion of the following provisions after sub-paragraph 1(3) of Schedule 2—</u> <u>“(4) Sub-paragraph (5) applies where an obligation on the undertaker under this Schedule requires—</u> <u>(a) “accordance” or “substantial accordance” with a document referred to in Schedule 16;</u> <u>(b) that performance of the obligation requires it to “reflect” a commitment contained in a document referred to in Schedule 16; or</u> <u>(c) adherence to a test similar to that referred to in sub-paragraphs (a) and (b).</u> <u>(5) Where the undertaker seeks approval for the discharge of an obligation referred to in sub-paragraph (4), that obligation will be deemed to have been met where the Secretary of State is reasonably satisfied that, in order to render the authorised development compatible with the development authorised by the National Grid (Norwich to Tilbury) Order 20[xx] (“the 20[xx] Order”), that the obligation—</u> <u>(a) is to be discharged partially or wholly on land authorised by the 20[xx] Order, instead of land authorised by this Order and identified in a document referred to in Schedule 16;</u> <u>or</u> <u>(b) requires modification in order to be discharged; or</u> <u>(c) is not capable of being discharged.</u> <u>(6) Where sub-paragraph (5)(a) applies, the land authorised for use by the 20[xx] Order in place of the land authorised under this Order will, subject to such reasonable modifications as the undertaker considers necessary, be bound by the same obligations as contained in the relevant documents referred to in Schedule 16 in relation to the land authorised by this Order.”</u>	F

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		provide further flexibility to the LTC undertaker in connection with the compliance with its obligations relating to habitat works to account for the interaction between the two projects.		
46.	Schedule 1, Authorised Development	Correction of typographical errors.	<i>In the district of Tendring District Council</i> Work No. 8 — East Anglia Connection Node Substation Works as shown on Section C Sheet 14 of the works plans to construct and install a new substation to be known as the East Anglia Connection Node Substation to facilitate connections to the JC and TB electric lines, including— (a) East Anglia Connection Node Substation sealing end equipment including cables, ducts, protection, switchgear and connection to transmission electric line conductors and cables including gantries; (b) the construction of foundations to support all new structures and equipment; (c) the installation of up to three Super Grid Transformers (SGTs)super grid transformers;	F
47.	Schedule 1, Authorised Development	Correction of typographical errors.	<i>In the district of Thurrock Council</i> Work No. 18 —Tilbury North Substation Works as shown on Section H Sheets 4 and 5 of the works plans to construct and install a new substation to be known as the Tilbury North Substation to facilitate connections to the TB, YYJ and ZB electric lines, including—	F
48.	Schedule 1, Authorised Development	New Work No.20 to provide for the implementation of compensatory habitats as	Work No. 20 —not used— LTC Compensatory Habitat Works Works as shown on Section H Sheets 4, 5 and 6 of the works plans and being the implementation of compensatory habitats.	F

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		a result of the interaction between the Project and LTC.		
49.	Schedule 1, Authorised Development	Correction of a typographical error.	<i>In the district of Babergh District Council</i> Work No. 30— replacement of existing overhead distribution electric line (Route PCB) Works shown as commencing on Section C Sheet 3 and terminating on Section C Sheet 3 of the works plans to replace 0.9 kilometres of the existing overhead distribution electric line (Route PCB) commencing at or in proximity to<u>to a</u> point indicated as PCB5 and terminating at or in proximity to a point indicated as PCB1 with a new underground distribution electric line, including—	F
50.	Schedule 2, (Plans) Parts 2, 3, 5, 8 (inclusive)	The changes reflect the updates to the revision number of various plans listed in Schedule 2 (Plans) due to land parcel data updates due to new land interest information arising; amendments in response to the Defence Infrastructure Organisation (DIO), to avoidance of veteran trees and avoidance of SPR/EA1 substation near Bramford.	Various amendments to the revision number.	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
51.	Schedule 3, Requirements (Paragraph 1)	New definitions added in connection with the new Biodiversity Net Gain requirement (requirement 11)	1. Interpretation (1) In this Schedule unless the context requires otherwise— <u>“biodiversity metric” means version 4.0 of the statutory biodiversity accounting tool published by the Department for the Environment, Food and Rural Affairs or Natural England that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain;</u> <u>“biodiversity offsetting scheme” means a scheme which demonstrates how the authorised development will achieve at least an overall percentage of 10% biodiversity net gain compared with the pre-development biodiversity value, having regard to both on-site and off-site biodiversity enhancements through the acquisition of off-site biodiversity units;</u> <u>“final biodiversity net gain assessment” means an assessment which will use the biodiversity metric to calculate the actual biodiversity value upon completion of construction of the authorised development as compared with the pre-development biodiversity value;</u> “HGV” means lorries over 3.5 tonnes maximum gross weight but excluding abnormal indivisible loads; <u>“interim biodiversity net gain assessment” means an assessment which will use the biodiversity metric to calculate the predicted biodiversity value upon completion of the authorised development as compared with the pre-development biodiversity value;</u>	F
52.	Schedule 3, Requirements (Paragraph 1)	New definitions added in connection with new drafting surrounding the proposed off site planting scheme	<u>“lost tree” means any individual tree removed as a direct result of the construction of the authorised development during the construction period;</u> <u>“off site planting delivery scheme” means a written programme for the timing and delivery of off site replacement tree planting in respect of each stage of the authorised development, prepared in accordance with requirement 9 of this Order and substantially in accordance with the outline off site planting delivery scheme;</u> <u>“replacement trees” means trees to be planted in replacement of lost trees in accordance with requirement 9 of this Order, at a ration of three replacement trees for every one lost tree;</u>	F
53.	Schedule 3, Requirements (Paragraph 1)	New definitions added in connection with new requirements included following engagement with	<u>“Ministry of Defence” means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, St George’s House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire WS14 9PY;</u>	F

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		the Defence Infrastructure Organisation	<u>“Wattisham Aerodrome safeguarding zone” means the statutory aerodrome safeguarding zone surrounding Wattisham Aerodrome as defined in the statutory safeguarding map for Wattisham Station produced by the Ministry of Defence on 8 May 2013 or in any replacement safeguarding map for Wattisham Station that may be issued by the Ministry of Defence.</u>	
54.	Schedule 3, Requirements (Paragraph 1)	Updates to provide for the potential for the DESNZ unit to discharge requirements in place of the relevant planning or highway authority.	<u>(6) From the date of receipt by the undertaker of written notice from the Secretary of State that the DESNZ unit has been established, for the purposes of each requirement in this Schedule or any document referred to in any such requirement, the “relevant planning authority” (and in paragraph 7(3) of this Schedule the “relevant highway authority”) means either—</u> <u>(a) the DESNZ unit; or</u> <u>(b) the body that would otherwise have been the “relevant planning authority” for the purposes of that definition in article 2 (interpretation) (and in paragraph 7(3) of this Schedule the body that would otherwise have been the “relevant highway authority” for the purposes of that definition in article 2 (interpretation)) if not for the establishment of the DESNZ unit,</u> <u>in each case as identified by the undertaker pursuant to paragraph 1(1) of Schedule 4 (discharge of requirements).</u>	F
55.	Schedule 3, Requirements (Paragraph 5)	Update to remove reference to “on the relevant land” for clarification reasons following ExA question at Issue Specific Hearing 3 (DCO).	5. Archaeology (1) No archaeological evaluation works may begin until a written scheme of investigation for those archaeological evaluation works on the relevant land has been submitted to, and approved by, the relevant planning authority following consultation with the relevant county planning authority’s archaeological or historic environment service and, if relevant, Historic England.	F
56.	Schedule 3, Requirements (Paragraph 5)	Correction of a typographical error.	(6) Unless otherwise agreed with the relevant planning authority— (a) None later than one year following the completion of the fieldwork specified in each detailed written scheme of investigation, a site-specific post excavation assessment for that site must be completed in accordance with the detailed written scheme of investigation and submitted to the relevant planning authority for approval;.	F

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		(b) No later than two years following the approval of the final site-specific post excavation assessment, an archaeological updated project design must be submitted to, and approved by, the relevant planning authority following consultation with the county planning authority's archaeological or historic environment service or, if relevant, Historic England. The; and the archaeological updated project design must be in general accordance with the outline archaeological mitigation strategy and outline written schemes of investigation and set out scope for full post-excavation analysis and publication and have regard to the site-specific research agendas set out in the detailed written schemes of investigation; (c) Post-excavation <u>post-excavation</u> analysis and publication must be carried out in accordance with the approved archaeological updated project design; (d) The <u>the</u> full archaeological archive, both physical and digital, must be deposited to the relevant archaeological archive repository for the relevant county in accordance with the approved archaeological updated project design.	
57. Schedule 3, Requirements (Paragraph 7)	Updates to provide for the potential for the DESNZ unit to discharge requirements in place of the relevant planning or highway authority and, therefore, to be the body to request certain works to be undertake outside core working hours.	(4) The following operations may take place outside the core working hours and, as the case may be, the hours referred to in sub-paragraph (3)— (a) trenchless crossing operations including beneath highways, railway lines, woodlands, nature reserves, Sites of Special Scientific Interest or watercourses; (b) the installation and removal of conductors, pilot wires and associated protective netting (included but not limited to) across highways, railway lines or watercourses; (c) the jointing of underground cables; (d) the continuation of any work activity commenced during the core working hours to a point where they can securely and or safely be paused; (e) any highway works requested by the relevant highway authority <u>or the DESNZ unit</u> to be undertaken on a Saturday or Sunday or outside the core working hours; (m) delivery to the transmission works of abnormal indivisible loads and any highway works requested by the relevant highway authority <u>or the DESNZ unit</u> to be undertaken outside the core working hours; and	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
58.	Schedule 3, Requirements (Paragraph 8)	Minor drafting clarifications.	8. Retention and removal of trees, woodland and hedgerows (1) Unless otherwise agreed with the relevant planning authority, no stage of the authorised development may commence until, for that stage, a plan showing the trees, groups of trees, woodlands and hedgerows to be <u>(as applicable)</u> retained and/or removed during that stage has been submitted to and approved by the relevant planning authority. (2) The plan submitted under sub-paragraph (1) must include details of the location, species and condition of the trees, groups of trees, woodlands and hedgerows to be <u>(as applicable)</u> removed and/or retained during that stage of the authorised development. (3) The plan submitted under sub-paragraph (1) must be in accordance with the outline landscape and ecological management plan (or the final landscape and ecological management plan if approved pursuant to requirement 4) and the trees and hedgerows to be removed or managed plans. (4) All trees, groups of trees, woodlands and hedgerows shown on the relevant plan for that stage of the authorised development must be <u>(as applicable)</u> retained and/or removed in accordance with the relevant plan as approved under sub-paragraph (1) for that stage of the authorised development, unless otherwise agreed by the relevant planning authority.	F
59.	Schedule 3, Requirements (Paragraph 9)	Update to secure an off site replacement planting delivery scheme. Please also refer to new definitions in row 52 above.	<u>(8) No stage of the authorised development shall be brought into operational use until the off site planting delivery scheme for that stage has been submitted to the relevant planning authority for that stage.</u> <u>(9) Each off site planting delivery scheme must be in substantial accordance with the outline off site planting delivery scheme.</u> <u>(10) Each off site planting delivery scheme must—</u> <u>(a) establish the requirement for off-site replacement tree planting in relation to lost trees, in line with the details submitted pursuant to requirements 8 and 9;</u> <u>(b) identify the approach to off-site replacement tree planting and site selection criteria;</u> <u>(c) identify (where appropriate) the location of the off-site replacement tree planting or, alternatively, details of the organisation which shall deliver the off-site replacement trees, such delivery to be funded by the undertaker; and</u> <u>(d) identify the proposed timings for the delivery of the off-site replacement tree planting.</u> <u>(11) Within two months of completion of delivery of the off site planting delivery scheme for each stage of the authorised development, the undertaker must provide a completion report to the relevant planning authority.</u>	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
60.	Schedule 3, Requirements (Paragraph 11)	Requirement deleted to remove duplication following the inclusion of a revised Requirement 12 (design of permanent buildings and link pillars).	11. Approval of details having regard to the design approach for site specific infrastructure (1) No part of Work No. 18(b) (construction of gas insulated switchgear building and gas insulated hall annexe) may commence until details of the external colour of those buildings have been submitted to, the relevant planning authority, and the relevant planning authority has confirmed that the details are in general accordance with the design approach for site specific infrastructure. (2) The external colour of those buildings forming part of Work No. 18(b) (construction of gas insulated switchgear building and gas insulated hall annexe) must be maintained in accordance with the details approved by the relevant planning authority under sub-paragraph (1).	F
61.	Schedule 3, Requirements (Paragraph 11)	Inclusion of a new requirement to secure the Applicant's commitment to deliver biodiversity net gain. The Applicant has given a voluntarily commitment to secure a 10% biodiversity net gain as part of the authorised development. Previously, as is detailed in the Biodiversity Net Gain Report, the Applicant intended to submit a unilateral undertaking under s.106 of the Town and Country Planning Act 1990 to secure this commitment. However, following representations from the local planning authorities and the ExA, the Applicant is now	<u>11. Biodiversity Net Gain</u> <u>(1) Prior to the commencement of the authorised development, the interim biodiversity net gain assessment must be submitted to each relevant planning authority.</u> <u>(2) Within six months of the date on which the construction period ends for the authorised development, a final biodiversity net gain assessment must be submitted to each relevant planning authority.</u> <u>(3) In the event that the final biodiversity net gain assessment demonstrates that less than 10% biodiversity net gain has been achieved overall across the Order land following construction of the authorised development, a biodiversity offsetting scheme shall be submitted to each relevant planning authority.</u> <u>(4) The biodiversity offsetting scheme will be implemented by the undertaker acquiring biodiversity units from third party landowners who have entered into legal agreements with the relevant planning authority or responsible body (as applicable) to secure their land for the purposes of biodiversity net gain for a minimum period of 30 years and will identify proposed timings for the securing of offsite biodiversity enhancements.</u> <u>(5) Within two months of completion of the biodiversity offsetting scheme, the undertaker must submit a report confirming completion to the relevant planning authority.</u>	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		proposing a requirement to secure this commitment.		
62.	Schedule 3, Requirements (Paragraph 12)	Revisions to Requirement 12 to provide for the submission and approval of certain design details relating to permanent buildings and link pillars following the ExA's Second Written Questions.	12. Design of permanent buildings and link pillars <u>(1) Any permanent buildings building or link pillar forming part of the authorised development must be in general accordance with the design approach for site specific infrastructure, unless otherwise agreed in writing by the relevant planning authority.</u> <u>(2) No works in connection with any matter to be agreed further to sub-paragraphs (3) and (4) below in respect of any permanent building or link pillar may commence until the design details of that permanent building or link pillar (such details having first been taken through the design review panel process described in the design approach for site specific infrastructure) have been submitted to and approved by the relevant planning authority.</u> <u>(3) In this requirement, the design details of the permanent buildings required to be approved comprise the following—</u> <u>(a) colour; and</u> <u>(b) materials finish.</u> <u>(4) In this requirement, the design details of the link pillars required to be approved comprise the following—</u> <u>(a) colour of control cabinet;</u> <u>(b) ground surface treatment; and</u> <u>(c) fencing appearance.</u> <u>(5) The authorised development must be carried out in accordance with the approved design details of the permanent buildings and link pillars.</u>	F

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>(6) Notwithstanding the definition of “building” in article 2 (interpretation), for the purposes of this requirement, “permanent building” means the following:</u> <u>(a) the gas insulated switchgear building at Bramford Substation;</u> <u>(b) the northern and southern extension to the gas insulated switchgear building at Bramford Substation;</u> <u>(c) the central control building at the East Anglia Connection Node Substation;</u> <u>(d) the amenities building at the East Anglia Connection Node Substation;</u> <u>(e) the dynamic reactive compensator buildings at East Anglia Connection Node Substation;</u> <u>(f) the gas insulated switchgear building and gas insulated hall annexe at Tilbury North Substation;</u> <u>(g) the portable relay rooms at Bramford Substation and the East Anglia Connection Node Substation;</u> <u>(h) the distribution network operator buildings at the East Anglia Connection Node Substation and Tilbury North Substation;</u> <u>(i) the portable relay rooms at Bramford Substation and the East Anglia Connection Node Substation; and</u> <u>(j) any acoustic enclosures at Bramford Substation, the East Anglia Connection Node Substation and Tilbury North Substation.</u> <u>and excludes any “electrical plant” or “electric line” as are both defined in section 64(1) of the 1989 Act.(a)</u>	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
63.	Schedule 3, Requirements (Paragraph 14)	Minor drafting clarifications	14. Control of noise during operational stage (1) The noise rating level for the standard operation of Work No. 8 (East Anglia Connection Node Substation) must not exceed:— (a) 34 dB LAr, Tr<u>15minutes</u> at any time at a free field location immediately adjacent to the following noise sensitive locations— (i) location at <u>location at</u> Bounds Farm (Grid reference 607189, 229356). (b) 33 dB LAr, Tr<u>15minutes</u> at any time at a free field location immediately adjacent to the following noise sensitive locations— (i) Property South of Hungerdowns (Grid reference 607236, 229625); (ii) Mayfields Farm (Grid reference 607135, 229511); and (iii) Badley Hall (Grid reference 607173, 228964). (c) 31 dB LAr, Tr<u>15minutes</u> at any time at a free field location immediately adjacent to the following noise sensitive locations— (i) Waterhouse Farm (Grid reference 607256, 228374); and (ii) 69 Hungerdown Lane (Grid reference 607379, 229920).	F
64.	Schedule 3, Requirements (Paragraph 14)	Inclusion of drafting to secure operational noise controls for Tilbury North Substation.	(2) <u>The noise rating level for the standard operation of Work No. 18 (Tilbury North Substation) must not exceed—</u> (a) <u>40 dB LAr, 15minutes at any time at a free field location immediately adjacent to the noise sensitive location at Brentwood Road (Grid reference 566439, 180696);</u> (b) <u>34 dB LAr, 15minutes at any time at a free field location immediately adjacent to the noise sensitive location at Northumberland Road (Grid reference 567014, 179717).</u> (c) <u>33dB LAr, 15minutes at any time at a free field location immediately adjacent to the noise sensitive location at High House Land (Grid reference 565518, 180062).</u>	F

The addition of this Sub-paragraph (2) means that the numbering for the remaining Sub-paragraphs for Paragraph 14 are revised accordingly.

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
65.	Schedule 3, Requirements (Paragraph 14)	Minor drafting clarifications.	(4) (3) The determination of LAr, Fr <u>15minutes</u> must be in accordance with BS 4142:2014+A1:2019. The reference method set out in Annex D to BS 4142:2014+A1:2019 (or any successor thereto) must be used to determine and demonstrate the applicable tonal penalty, where the maximum +6 dB rating penalty has not been applied. The noise investigation protocol must identify—	F
66.	Schedule 3, Requirements (Paragraph 16)	Inclusion of new requirement to secure the agreement of a liaison protocol designed to provide data on the deployment of cranes and pylon installation/removal works to be agreed with the Ministry of Defence (MOD) and submitted to the relevant planning authority before works can take place within the Wattisham Aerodrome safeguarding zone. Added following engagement with the Defence Infrastructure Organisation to ensure operational safety and functionality in key areas along the route.	<u>16. Ministry of Defence Temporary Structure Deployment Management (Wattisham Station Aerodrome)</u> (1) <u>No works shall take place within the Wattisham Aerodrome safeguarding zone until such time as a liaison protocol designed to provide data on the deployment of cranes and pylon installation/removal works has been agreed with the Ministry of Defence and submitted to the relevant planning authority.</u> (2) <u>The liaison protocol must set out:</u> <u>(a) points of contact;</u> <u>(b) a process through which the undertaker shall, 40 business days before commencing works, provide a proposed work schedule which details what works will be taking place in the Wattisham Aerodrome safeguarding zone and when;</u> <u>(c) a process through which the undertaker shall notify the aerodrome operator of Wattisham Station of any changes or departures from those details no less than 5 business days before works are scheduled to commence;</u> <u>(d) a process through which the aerodrome operator of Wattisham Station can confirm that the proposed deployment of craneage, or temporary tower type structures that may be used will be compatible with the operation of the aerodrome and its associated precision approach navigational aids; and</u> <u>(e) in the event that the proposed deployment of craneage or temporary tower type structures is not compatible, a process through which an alternate approach can be agreed.</u> (3) <u>The authorised development must be carried out in accordance with the details agreed with the Ministry of Defence and submitted to the relevant planning authority, unless otherwise agreed with the relevant planning authority following consultation with the Ministry of Defence.</u>	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
67.	Schedule 3, Requirements (Paragraph 17)	New requirement to secure notification and operation in accordance with crane deployment protocols. Added following engagement with the Defence Infrastructure Organisation to ensure operational safety and functionality in key areas along the route.	<u>17. Crane deployment notification</u> <u>(1) No less than 40 business days prior to the use of crane in connection with the construction of the authorised development, the undertaker must notify the Civil Aviation Authority in accordance with the requirements of Civil Aviation Publication CAP1096.</u> <u>(2) The use of crane in connection with the construction of the authorised development must be in accordance with the recommendations of the Civil Aviation Authority received in response to the notification in sub-paragraph (1).</u>	F
68.	Schedule 3, Requirements (Paragraph 18)	New requirement to restrict infrastructure height within specified parameters. Added following engagement with the Defence Infrastructure Organisation to ensure operational safety and functionality in key areas along the route.	<u>18. East 2 Wide Area Multilateration (WAM) Network Technicals Sites Safeguarding (Honington to Mendlesham WAM Microwave Link)</u> <u>Notwithstanding the details shown on Section B Sheet 8 of the works plans, the table of parameters in relation to Work No. 2 (overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation) and the limits of deviation in article 5(1) (limits of deviation), no pylons, overhead transmission electric lines, conductors, insulators, fibre optic conductors which exceed a height of 126 metres above ordnance datum shall be erected within, or occupy, the area bounded by the following grid references:</u> <u>608509, 265852</u> <u>608609, 265807</u> <u>608609, 265790</u> <u>608509, 265835,</u> <u>provided that these restrictions do not apply in the 50 year return period extreme wind load event in accordance with BS EN 50341-1-2012 (as modified by BS EN 50341-2-9 2017) and National Grid Technical Specification 2.04.</u>	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
69.	Schedule 3, Requirements (Paragraph 19)	New requirement to restrict infrastructure height within specified parameters. Added following engagement with the Defence Infrastructure Organisation to ensure operational safety and functionality in key areas along the route.	19. East 2 Wide Area Multilateration (WAM) Network Technicals Sites Safeguarding (Mendlesham to Wattisham WAM Microwave Link) Notwithstanding the details shown on Section B Sheet 11 of the works plans, the table of parameters in relation to Work No. 2 (overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation) and the limits of deviation in article 5 (limits of deviation), no pylons, overhead transmission electric lines, conductors and insulators which exceed a height of 103 metres above ordnance datum shall be erected within, or occupy, the area bounded by grid references: 608497, 259676 608484, 259636 608342, 259467 608336, 259485, provided that these restrictions do not apply in the 50 year return period extreme wind load event in accordance with BS EN 50341-1-2012 (as modified by BS EN 50341-2-9 2017) and National Grid Technical Specification 2.04.	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
70.	Schedule 3, Requirements (Paragraph 20)	New requirement to restrict infrastructure height within specified parameters. Added following engagement with the Defence Infrastructure Organisation to ensure operational safety and functionality in key areas along the route.	20. Wattisham Station Aerodrome Obstacle Limitation Surfaces Safeguarding Requirements Notwithstanding the details shown on works plan Section B Sheets 15 and 16, the table of parameters and the limits of deviation in article 5 (limits of deviation), no pylons, overhead transmission electric lines, conductors, insulators, fibre optic conductors as defined at Work No. 2 (overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation) which exceed a height of 129.74 metres above ordnance datum shall be erected within, or occupy, the two areas bounded by the following grid references: Obstacle Limitation Surface Safeguarding Area 1 605537, 252283 605624, 252394 605703, 252333 605615, 252221 Obstacle Limitation Surface Safeguarding Area 2 605435, 251935 605534, 251949 605710, 250643 605610, 250630.	F
71.	Schedule 3, Requirements (Paragraph 21)	New requirement to ensure the MOD is notified and kept updated in respect of precise details of the construction and removal of pylons and any changes to them. Added following engagement with the Defence Infrastructure Organisation to ensure	21. Ministry of Defence Aviation Charting and Aviation Safety Management (1) The undertaker must notify the Ministry of Defence of the precise latitude and longitude and maximum height of each new or modified pylon forming part of the authorised development above ordnance datum (including temporary pylons), as built, within 5 business days of the completion of construction of each such pylon. (2) The undertaker must notify the Ministry of Defence of the removal of any existing pylons within 5 business days of the completion of removal works for each such pylon. (3) The Ministry of Defence must be notified of any changes to the information supplied in accordance with these requirements within 5 business days of the changes having been implemented.	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		operational safety and functionality in key areas along the route.		
72.	Schedule 4, Discharge of Requirements (Paragraph 1)	New paragraph to provide for the potential for the DESNZ unit to discharge requirements in place of the relevant planning or highway authority.	<i>Applications made under requirements</i> <u>1. (1) Where notice has been received by the undertaker pursuant to paragraph 1(6) of Schedule 3 (requirements)—</u> <u>(a) the undertaker may make an application for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement) or any document referred to in any requirement to either, at the undertaker's discretion—</u> <u>(i) the DESNZ unit as if it were the relevant planning authority for the purposes of the requirement in question (or in paragraph 7(3) of the “relevant highway authority”); or</u> <u>(ii) the body that would otherwise have been the relevant planning authority as defined in article 2 (interpretation) (and in paragraph 7(3) of Schedule 3 the body that would otherwise have been the “relevant highway authority” as defined in article 2 (interpretation)) if not for the establishment of the DESNZ unit; and</u> <u>(b) in the case of any requirement (including part of a requirement) pursuant to which the undertaker has made such application to the DESNZ unit as the relevant authority, the DESNZ unit must consult with the body that would otherwise have been the relevant authority as if it had been named as a body to be consulted in that requirement and such body shall be treated as a “requirement consultee” for the purposes of this Schedule.</u>	F
Consequential cross-referencing updates have been made throughout Schedule 4 and are not repeated here.				

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
73.	Schedule 4, Discharge of Requirements (Paragraph 3)	Updates to following engagement throughout the Examination and discussions underpinning statements of common ground to clarify that unless a legal agreement secures other fee arrangements: - Fees are payable per application in accordance with the prescribed fees (which may include fees newly capable of being charged under the Infrastructure Planning (Fees) Regulations 2010) - In the absence of a prescribed fee, the fee of £298 - Rather than refunding the Applicant, the relevant authority must retain any fee paid for an application that is invalidly made and credit it to a future application. - The fee provisions do not apply if the DESNZ unit is discharging requirements.	<i>Fees</i> 3. —(1) Where <u>Other than when the relevant authority is the DESNZ unit, where</u> an application is made to a relevant authority for anyone or more consent, agreement or approval required by a requirement (including <u>one or more</u> consent, agreement or approval in respect of part of a requirement), <u>unless a bespoke arrangement has been agreed between the applicant and relevant authority and legally secured</u>, a fee must be paid to the relevant authority as follows— (a) such fee as may be prescribed (under sections 303 and 333(2A) of the 1990 Act for the discharge of conditions attached to a planning permission); or <u>(a) where a fee may be charged under regulation 12A of the Infrastructure Planning (Fees) Regulations 2010(a) (fees in relation to the provision of relevant services) such applicable fee for the application or, where no such fee may be charged, such applicable fee as may be prescribed under sections 303 and 333(2A) of the 1990 Act for the discharge of conditions attached to a planning permission; or</u> (b) a fee of £298 per request unless a bespoke arrangement has been agreed between the applicant and relevant authority and legally secured for each application. (2) Any fee paid under this Schedule must be refunded to the undertaker within 25 business days of— (a) the application being rejected as invalidly made; or (b) the relevant authority failing to determine the application within 25 business days from the date on which it is received; <u>(2) unless within that period the undertaker agrees in writing that the fee may</u> <u>Any fee paid under this Schedule in respect of an application that is rejected as invalidly made must</u> be retained by the relevant authority and credited in respect of a future application.	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
74.	Schedule 6, Streets Subject to Alteration of Layout, Part 1	Removal of duplicated wording	Ardleigh Road At access point JC-B071 (as shown on Section C, Sheet 15), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, fencing/gates, a suitable drainage system and utility works as required and utility works as required.	F
75.	Schedule 6, Streets Subject to Alteration of Layout, Part 1	Update to reflect newly defined term.	New Lower Thames Crossing road off Brentwood Road With Lower Thames Crossing scheme <u>LTC</u>: At access points TN-B007B1 and TN-B007B2 (as shown on Section H, Sheet 6), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.	F
Similar updates to reflect definitions are made throughout the schedules and are not individually replicated in this document.				
76.	Schedule 6, Streets Subject to Alteration of Layout, Part 2	Correction of typographical errors.	Mellis Road At access points RG-B074 and RG-B75 <u>RG-B075</u> (as shown on Section B, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required. A1120 Bells <u>Bell's</u> Lane At access points RG-B093 and RG-B094 (as shown on Section B, Sheet 11), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required. Track ef <u>off</u> Water Lane At access points JC-B031 and JC-B032 (as shown on Section C, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made				Version of dDCO
77.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Correction of typographical errors.	Essex County Council / National Highways	A120 northbound diverge	Between points SM-C-074 and SM-C-075 as shown on Section C, Sheet 16.	Diversion route via lines SMD-C-091, SMD-C-096, SMD <u>SMD</u> -C-095, SMD-C-090, SMD-C-087 as shown on Section C, Plan E.	F
78.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 3	Correction of typographical errors.	Thurrock Council	Hoford Road (ORPA)	No Temporary <u>temporary</u> closure (diversion is additional temporary provision)	Between points T-ORPA-1.1 and T-ORPA-1.2 via lines T-ORPA-1-D1 as shown on Section H, Sheet 4	F
79.	Schedule 9, Access to Works	Correction of typographical errors.	Ash Road Road	RG-B068 and RG-B069	Section B, Sheet 3		F
80.	Schedule 10, Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights	Correction of typographical error.	3. —(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2). (2) For Section 5A(5A) (relevant valuation date) of the 1961 Act, after “If” substitute— (a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act; (b) the acquiring authority is subsequently required by a determination under paragraph 13 of Schedule 2A to the 1965 Act (as substituted by paragraph 11 of Schedule 9<u>10</u> to the National Grid (Norwich to Tilbury) Order 20[xx] to acquire an interest in the land; and (c) the acquiring authority enters on and takes possession of that land, the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right.				F
81.	Schedule 10, Modification of	Inclusion of drafting omitted in error and	<u>6. For section 8 of the 1965 Act (provisions as to divided land) substitute—</u>				F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
	Compensation and Compulsory Purchase Enactments for Creation of New Rights	referred to in article 25(2) (compulsory acquisition of rights). Drafting provides a process for disputes over compensation and scope of acquisition where a notice to treat relates to the acquisition of rights or the imposition of a restrictive covenant over part of a person's land and the effect of that notice to treat would be material detriment to the remainder of the land.	<u>8.—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over land consisting of a house, building or manufactory or of a park or garden belonging to a house ("the relevant land")—</u> <u>(a) a question of disputed compensation in respect of the purchase of the right or the imposition of the restrictive covenant would apart from this section fall to be determined by the tribunal; and</u> <u>(b) before the tribunal has determined that question the tribunal is satisfied that the person has an interest in the whole of the relevant land and is able and willing to sell that land and—</u> <u>(i) where that land consists of a house, building or factory, that the right cannot be purchased or the restrictive covenant imposed without material detriment to that land; or</u> <u>(ii) where that land consists of such a park or garden, that the right cannot be purchased or the restrictive covenant imposed without seriously affecting the amenity or convenience of the house to which that land belongs.</u> <u>the National Grid (Norwich to Tilbury) Order 20[xx] ("the Order") ceases, in relation to that person, to authorise the purchase of the right or imposition of a restriction and is deemed to authorise the purchase of that person's interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice is deemed to have been served in respect of that interest on such date as the tribunal directs.</u> <u>(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) of this section must be determined by the tribunal.</u> <u>(3) Where in consequence of a determination of the tribunal that it is satisfied as mentioned in subsection (1) of this section the Order is deemed by virtue of that subsection to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of 6 weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice."</u>	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO			
82.	Schedule 10, Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights	Correction of typographical error.	<i>Determination by Upper Tribunal</i> 10. On referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would— (a) in the case of a house, building or factory, cause medical<u>material</u> detriment to the house, building or factory, or (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.	F			
83.	Schedule 11, Land of which Temporary Possession may be taken	Updates to reflect that plots have been removed from the book of reference following land referencing data refresh.	<table><tr><td>B-20/7, B-20/8, B-20/27, B-20/37, B-20/39, B-20/43, B-20/44, B-20/47, B-20/48, B-20/51, B-20/61, B-20/63, B-20/70, B-20/71, B-20/72, B-20/80, B-20/82, B-20/83, B-20/95, B-20/96, B-20/101, B-20/104, B-20/105, B-20/108, B-20/114, B-20/136, B-20/149, B-20/152, B-20/156, B-20/169, B-20/171, B-20/172, B-20/173, B-20/174, B-20/175, B-20/177, B-20/178, B-20/180, B-20/182, B-20/186, B-20/189, B-20/194, B-20/196, B-20/197, B-20/200, B-20/201, B-20/204, B-20/205, B-20/211, B-20/212, B-20/213,</td><td>Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure</td><td>Work No. 2 Work No. 3 Work No. 4 Work No. 5 Work No. 27 Work No. 28 Work No. 29 Work No. 37 Work No. 40</td></tr></table>	B-20/7, B-20/8, B-20/27, B-20/37, B-20/39, B-20/43, B-20/44, B-20/47, B-20/48, B-20/51, B-20/61, B-20/63, B-20/70, B-20/71, B-20/72, B-20/80, B-20/82, B-20/83, B-20/95, B-20/96, B-20/101, B-20/104, B-20/105, B-20/108, B-20/114, B-20/136, B-20/149, B-20/152, B-20/156, B-20/169, B-20/171, B-20/172, B-20/173, B-20/174, B-20/175, B-20/177, B-20/178, B-20/180, B-20/182, B-20/186, B-20/189, B-20/194, B-20/196, B-20/197, B-20/200, B-20/201, B-20/204, B-20/205, B-20/211, B-20/212, B-20/213,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 3 Work No. 4 Work No. 5 Work No. 27 Work No. 28 Work No. 29 Work No. 37 Work No. 40	F
B-20/7, B-20/8, B-20/27, B-20/37, B-20/39, B-20/43, B-20/44, B-20/47, B-20/48, B-20/51, B-20/61, B-20/63, B-20/70, B-20/71, B-20/72, B-20/80, B-20/82, B-20/83, B-20/95, B-20/96, B-20/101, B-20/104, B-20/105, B-20/108, B-20/114, B-20/136, B-20/149, B-20/152, B-20/156, B-20/169, B-20/171, B-20/172, B-20/173, B-20/174, B-20/175, B-20/177, B-20/178, B-20/180, B-20/182, B-20/186, B-20/189, B-20/194, B-20/196, B-20/197, B-20/200, B-20/201, B-20/204, B-20/205, B-20/211, B-20/212, B-20/213,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 3 Work No. 4 Work No. 5 Work No. 27 Work No. 28 Work No. 29 Work No. 37 Work No. 40					

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		C-2/2, C-2/5, C-2/7, C-2/13, C-2/14, C-2/15, C-2/16, C-2/23, C-2/24, C-2/26, C-2/27, C-2/28, C-2/29, C-2/40, C-2/48, C-2/53, C-2/59, C-2/61, C-2/62, C-2/64, C-2/65, C-2/66, C-2/67, C-2/68, C-2/70, C-2/71, C-2/74, C-2/75, C-2/77, C-2/78, C-2/81, C-2/84, C-2/85, C-2/86, C-2/87, C-2/89, C-2/92, C-2/93, C-2/94, C-2/96, C-2/97, C-2/99, C-2/100, C-2/101 , C-2/103, C-2/105, C-2/106, C-2/107, C-2/108 , C-2/109, C-2/110, C-2/111, C-2/112, C-2/113, C-2/115, C-2/116, C-2/117, C-2/119, C-2/122, C-2/123, C-2/125, C-2/126, C-2/132, C-2/134, C-2/136, C-2/138, C-2/139, C-2/140	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 28 Work No. 29 Work No. 30 Work No. 40
		D-2/3, D-2/7, D-2/10, D-2/12, D-2/21, D-2/22, D-2/25, D-2/30, D-2/31 , D-2/35, D-2/37, D-2/50, D-2/56	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 9 Work No. 10 Work No. 11 Work No. 37 Work No. 38
		D-6/1, D-6/4, D-6/6, D-6/7, D-6/8, D-6/9, D-6/10, D-6/11, D-6/12, D-6/14, D-6/16, D-6/19, D-6/20, D-6/22, D-6/26, D-6/27, D-6/29, D-6/31, D-6/35, D-6/44, D-6/53, D-6/57, D-6/59, D-6/61, D-6/63, D-6/64, D-6/65, D-6/66	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO		
84.	Schedule 12, Extinguishment of Private Rights and Restrictive Covenants Relating to Apparatus Belonging to National Grid or UKPN Removed from Land Subject to Temporary Possession	Updates to reflect that plots have been removed from the book of reference following land referencing data refresh.	<table><tr><td>District of Babergh</td><td>C-2/2, C-2/5, C-2/7, C-2/24, C-2/26, C-2/27, C-2/62, C-2/66, C-2/92, C-2/94, C-2/99, C-2/100, C-2/103, C-2/105, C-2/106, C-2/119, C-2/122, C-2/123</td></tr></table>	District of Babergh	C-2/2, C-2/5, C-2/7, C-2/24, C-2/26, C-2/27, C-2/62, C-2/66, C-2/92, C-2/94, C-2/99, C-2/100 , C-2/103, C-2/105, C-2/106, C-2/119, C-2/122, C-2/123	F
District of Babergh	C-2/2, C-2/5, C-2/7, C-2/24, C-2/26, C-2/27, C-2/62, C-2/66, C-2/92, C-2/94, C-2/99, C-2/100 , C-2/103, C-2/105, C-2/106, C-2/119, C-2/122, C-2/123					
85.	Schedule 16, Protective Provisions, (Part 3 – For the Protection of Flood Authorities)	Updates made following engagement with flood authorities.	PART 3 FOR THE PROTECTION OF DRAINAGE AND FLOOD AUTHORITIES Application 1. The provisions of this Part have effect for the protection of the drainage authority and flood authority unless otherwise agreed in writing between the undertaker, the drainage authority and flood authority. Interpretation 2. In this Part of this Schedule— “construction” includes execution, placing, altering, replacing, relaying and removal; and “construct” and “constructed” must be construed accordingly; Act(a);	F		

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	“drainage authority” means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991(a); “drainage work” means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence in connection with an ordinary watercourse; “flood authority” the relevant planning authority (as lead local flood authority within the meaning of the Flood and Water Management Act 2010) “ordinary watercourse” has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991; “plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed; “relevant authority” means, in any given provision of this Part of this Schedule, the drainage authority or flood authority for the area to which the provision relates; “specified work” means any of the following works carried out in relation to any ordinary watercourse— (a) erecting any mill dam, weir or other similar obstruction to the flow of the watercourse, or raising or otherwise altering any such obstruction; (b) the construction or alteration of a bridge or other crossing structure; (c) erecting a culvert in the watercourse; or (d) altering a culvert in a manner that would be likely to affect the flow of the watercourse.	

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Approval of plans

3. —(1) The undertaker must not make any opening into or connections with any watercourse or drain in connection with the authorised development or carry out any specified work except –

- (a) in accordance with plans approved by the ~~relevant~~flood authority in accordance with this Part of this Schedule or determined under paragraph 11 (disputes); and
- (b) where the ~~relevant~~flood authority has been given the opportunity to supervise the making of the opening or connection,

and no discharge of water under article 20 (discharge of water) shall be made until details of the location and maximum rate of discharge have been submitted to and approved in writing by the ~~relevant~~flood authority (unless such location or maximum rate of discharge is in accordance with a drainage strategy approved by the relevant authority).

(2) Before commencing construction of a specified work, the undertaker must submit to the ~~relevant~~flood authority plans of the specified work and such further particulars available to it as the relevant authority may reasonably request within 14 days of the submission of the plans.

(3) A specified work must not be constructed except in accordance with such plans as may be approved in writing by the ~~relevant~~flood authority or determined under paragraph 11 (Disputes).

(4) Any approval of the ~~relevant~~flood authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within ~~28~~40 business days of the later of :
 - (i) submission of the plans for approval under sub-paragraph (1); or
 - (ii) submission of such further particulars as the ~~relevant~~flood authority may reasonably require under sub-paragraph (3); ~~or~~
 - ~~(iii) in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and~~
- (c) may be given subject to such reasonable requirements as the ~~relevant~~flood authority may make for the protection of any drainage work or for the prevention of flooding.

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		(5) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal. Any refusal under this paragraph may be referred to a single arbiter in accordance with paragraph 11 (Disputes). (6) Nothing shall preclude the undertaker from submitting at any time or from time to time, in accordance with the timings required by this Part of this Schedule, a new plan, instead of a plan previously submitted, and having done so the provisions of this Part of this Schedule will apply to and in respect of the new plan. (7) The undertaker will not be required to comply with this paragraph, or with sub-paragraphs 5(1) to 5(3) where it needs to carry out emergency works, but in that case it must give to the relevant<u>flood</u> authority notice as soon as is reasonably practicable with a plan of those works, and must comply with the provisions of this Part of this Schedule insofar as is reasonably practicable in the circumstances. 4. Without limiting paragraph 3, the requirements which the relevant<u>flood</u> authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary— (a) to safeguard any drainage work against damage by reason of any specified work; or (b) to secure that the efficiency of any drainage work for flood defence is not impaired, and that the risk of flooding is not otherwise increased, by reason of any specified work.	

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Specified and protective works

5. —(1) Subject to sub-paragraph (2), if commenced, any specified work, and all protective works required by the [relevantflood](#) authority under paragraph 4, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the [relevantflood](#) authority, and an officer of the relevant authority is entitled to watch and inspect the construction of such works at all reasonable times and on giving reasonable notice.

(2) The undertaker must give to the [relevantflood](#) authority—

- (a) notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If the [relevantflood](#) authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before commencing construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the [relevantflood](#) authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, or as otherwise agreed between the undertaker and the [relevantflood](#) authority, the [relevantflood](#) authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the [relevantflood](#) authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is agreed, to restore the site to its former condition to such extent and within such limits as the [relevantflood](#) authority reasonably requires.

(5) Subject to sub-paragraph (6) and paragraph (3), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the [relevantflood](#) authority may execute the works specified in the notice, subject to the undertaker having the right to supervise the planning and execution of such works to the extent they may affect the authorised development, and any reasonable expenditure incurred by the [relevantflood](#) authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any

requirement of such a notice, the [relevant flood](#) authority must not, except in an emergency, exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined.

Maintenance of drainage works

6. —(1) Subject to sub-paragraph (5), the undertaker must from the commencement of the construction of any specified work ~~until the date falling 12 months from the date of completion of the specified work (“the maintenance period”)~~ maintain in good repair and condition and free from obstruction any part of a drainage work which is situated within land held or occupied by the undertaker for the purpose of or in connection with the specified work, whether the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work which the undertaker is liable to maintain is not maintained ~~during the maintenance period~~ to the reasonable satisfaction of the [relevant flood](#) authority, the [relevant flood](#) authority may by notice in writing require the undertaker to repair and restore the drainage work, or any part of the drainage work, or (if the undertaker so elects and the [relevant flood](#) authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and restore the site to its former condition, to such extent and within such limits as the [relevant flood](#) authority reasonably requires.

(3) Subject to sub-paragraph (4) and paragraphs 8 and 9 if, within a reasonable period, being not less than ~~28~~ [15 business](#) days from the date when a notice under sub-paragraph (2) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the [relevant flood](#) authority may do what is reasonably necessary for such compliance, subject to the undertaker having the right to supervise the planning and execution of such works to the extent they may affect the authorised development, and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the [relevant flood](#) authority must not, except in a case of emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

- (a) drainage works which are vested in the [relevant flood](#) authority, or which the [relevant flood](#) authority or another person is liable to maintain and is not prevented by this Order from so doing; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

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		Expenses and indemnity	
		7. Subject to paragraphs 8 and 9, if, by reason of the construction of a specified work or of the failure of any such work the efficiency of any drainage work for flood defence and/or land drainage purposes is impaired, or that drainage work is otherwise damaged so as to require remedial action, such impairment or damage must be made good by the undertaker at its own expense as soon as reasonably practicable to the reasonable satisfaction of the relevant<u>flood</u> authority, and if the undertaker fails to do so the relevant<u>flood</u> authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.	
		8. The undertaker shall provide reasonable compensation to the relevant<u>flood</u> authority for the costs, charges and expenses which the relevant<u>flood</u> authority may reasonably and properly incur in— (a) the examination or approval of plans under this Part of this Schedule; (b) inspecting the construction of a specified work or any protective works reasonably required by the relevant<u>flood</u> authority under this Part of this Schedule; and (c) subject at all times to receiving the prior written approval of the undertaker, carrying out any surveys or tests which are reasonably required in connection with the construction of the specified work.	
		9. —(1) Without limiting the other provisions of this Part, the undertaker must make reasonable compensation to the relevant<u>indemnify the flood</u> authority from all claims, demands, proceedings,	

costs, damages, expenses or loss, which may be made or taken against, recovered from, or incurred by, the **relevant flood** authority by reason of—

- (a) the construction, operation or maintenance of any specified works and protective works or the failure of any such works comprised within them;
- (b) ~~(a)~~ any damage to any drainage work arising out of ~~construction~~ of the specified work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the work so as to impair its efficiency for the purposes of flood defence;
- (c) any raising or lowering of the water table in land adjoining the specified works or any sewers, drains and watercourses arising from the specified works or protective works; or
- (d) ~~(b)~~ any flooding or increased flooding of any such land which is caused by, or results from, the construction of arising from the specified ~~work~~ or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon ~~the work~~ works or protective works.

(2) The **relevant flood** authority must give to the undertaker reasonable notice of any claims, demands, proceedings, costs, damages, expenses or loss and no settlement or compromise may be made without the agreement of the undertaker, such agreement not to be unreasonably withheld or delayed.

~~(3) The relevant authority must at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or losses.~~

(3) ~~(4)~~ Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or loss to the extent that it is attributable to the act, neglect or default of the **relevant flood** authority, its officers, servants, contractors or agents.

~~(5) In no circumstances will the undertaker be liable to the relevant authority under or in connection with this Part of this Schedule for loss of profit.~~

10. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the **relevant flood** authority or to its satisfaction does not (in the absence of negligence on the part of the **relevant flood** authority, its officers, contractors or agents), relieve the undertaker from any liability under this Part.

Disputes

11. Any difference or dispute arising between the undertaker and the **relevant flood** authority under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the **relevant flood** authority, be determined by arbitration under article 62 (arbitration) of the Order.

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86.	Schedule 16, Protective Provisions, (Part 5 – For the Protection of National Highways)	Updates made following engagement with National Highways on their protective provisions.	PART 5 FOR THE PROTECTION OF NATIONAL HIGHWAYS LIMITED Application etc 1. —(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways. <u>(1) For the avoidance of doubt, the provisions of this Part of this Schedule do not apply for the protection of the LTC undertaker in relation to the LTC plots.</u> <u>(2)</u> (1) Except where expressly amended by the Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000, or <u>the</u> Town and Country Planning (General Permitted Development) (England) Order 2015 shall continue to apply in respect of the exercise of all National Highways' statutory functions. <u>(3)</u> (2) This Part of this Schedule does not apply to any works or activities that are regulated by the provisions of Part 3 of the 1991 Act or articles 11(1) (street works), 14(1) (power to alter layout, etc. of streets), 17(1) (access to works) and 49 (traffic regulation) of this Order. Interpretation 2. —(1) Where the terms used <u>defined</u> in this Part of this Schedule are <u>inconsistent with the terms</u> defined in article 2 (<i>interpretation</i>) of this Order are inconsistent with sub-paragraph (2) below the latter the former prevail. (2) In this Part of this Schedule— “as built information” means one electronic copy of the following information where National Highways deems reasonably necessary— (a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document; (b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);	F

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		(c) product data sheets and technical specifications for all materials used; (d) as constructed information for any utilities discovered or moved during the works; (e) method statements for the works carried out; (f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the specification for highway works or any replacement or modification of it; (g) organisation and methods manuals for all products used; (h) as constructed programme; (i) test results and records as required by the detailed design information and during construction phase of the project; (j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways; (k) the health and safety file; and (l) such other information <u>including CCTV surveys</u> as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's <i>Asset Data Management Manual</i> as is in operation at the relevant time or any successor of it including CCTV surveys; <u>"bond" means a bond in the form annexed hereto at Annex 1 (or substantially in such form) duly executed by the undertaker and a reputable UK surety company or other UK financial institution to be previously approved in writing by National Highways (such approval not to be unreasonably withheld or delayed);</u> <u>"the bond sum" means 200% of the cost of carrying out the phase of the specified works (to include all costs plus any commuted sum for such phase), or such other sum agreed between the undertaker and National Highways, to be provided to National Highways in the form of:</u> <u>(a) a bond; or</u> <u>(b) a cash surety; or</u> <u>(c) where agreed by National Highways a combination of a bond and cash surety;</u> <u>"cash surety" means a cash deposit to be paid by the undertaker into an account specified by National Highways;</u>	

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		“commuted sum” means such sum calculated as provided for in paragraph 16 of this Part of this Schedule to be used to fund the future cost of maintaining the specified works <u>any new National Highways assets, structures or apparatus provided under the Order</u>; “condition survey” means a survey of the condition of National Highways structures and assets within the Order limits that in the reasonable opinion of National Highways may be affected by the specified works and further to include a CCTV survey of specified drains that National Highways reasonably considers may be materially and adversely affected by a specified work; “contractor” means any contractor or subcontractor appointed by the undertaker to carry out the specified works; “defects period” means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate; “detailed design information” means such of the following drawings specifications and calculations as are relevant to the specified works— (a) site clearance details; (b) boundary, environmental and mitigation fencing; (c) road restraints systems and supporting road restraint risk appraisal process assessment; (d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways; (e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification; (f) pavement, pavement foundations, kerbs, footways and paved areas; (g) traffic signs and road markings;	

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			(h) traffic signal equipment and associated signal phasing and timing detail; (i) road lighting (including columns and brackets); (j) regime of California Bearing Ratio testing; (k) electrical work for road lighting, traffic signs and signals; (l) motorway communications as required by DMRB; (m) highway structures and any required structural approval in principle; (n) landscaping; (o) proposed departures from DMRB standards; (p) walking, cycling and horse riding assessment and review report; (q) stage 1 and stage 2 road safety audits and exceptions agreed; (r) utilities diversions; (s) topographical survey; (t) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it; (u) health and safety information including any asbestos survey required by GG105 or any successor document; and (v) other such information that may be required by National Highways to be used to inform the detailed design of the specified works; “DBFO contract” means the design build finance operate contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order Limits or any successor or replacement contract that may be current at the relevant time; “DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it;	

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		“final certificate” means the certificate relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 14; “the health and safety file” means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time); “highway operations and maintenance contractor” means the contractor appointed by National Highways under the DBFO contract; <u>“LTC plots” means [];</u> “nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of the specified works as notified to National Highways from time to time; <u>“phase” means that part of the specified works which is to be carried out in separate phases in the areas identified as Work Nos. [] on the works plans or such other phasing arrangements agreed between the undertaker and National Highways from time to time;</u> “programme of works” means a document setting out the sequence and timetabling of the specified works; “provisional certificate” means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 10 when it considers the specified works are substantially complete and may be opened for traffic; “road safety audit” means an audit carried out in accordance with the road safety audit standard and “road safety audits shall be construed accordingly”; “road safety audit standard” means DMRB Standard HD GG119 or any replacement or modification of it;	

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	“road space booking” means road space bookings in accordance with National Highways’ Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy and “road space bookings shall be construed accordingly”; “security” means, in respect of any phase or element of the specified works, either: (a) a letter of credit; or (b) such other information that evidences the credit standing of the undertaker; “specification for highways works” means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network or any successor of it; “specified works” means so much of any work, including highway works, street works, surveys and signalisation or part thereof, authorised by this Order including any maintenance of that work, as is undertaken in on under or over the strategic road network or land in which National Highways is the highway authority <u>has an interest</u> and “specified work” shall be construed accordingly; “strategic road network” means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including <u>structures</u>, drainage infrastructure, street furniture, verges and vegetation and all other <u>highway assets together with all</u> land, apparatus and rights located in, on, over or under the highway for which National Highways is the highway authority; “utilities” means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991 (or such updated or revised legislation as may come into force from time to time); and “winter maintenance” means maintenance of the road surface to deal with snow and ice.	

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	General		
	3. In respect of any part of the strategic road network that is managed under a DBFO contract both National Highways and the highway operations and maintenance contractor shall have the benefit of this Part of Schedule 16 but for the purposes of any approvals required under this Part of Schedule 16 the undertaker shall liaise directly with National Highways. 4. Notwithstanding the limits of deviation permitted pursuant to article 5 of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out in on under or over the strategic road network at a distance within 5.5 metres vertically of the lowest point of the ground unless with the express consent<u>unless such works are agreed in writing with National Highways at the absolute discretion</u> of National Highways save in respect of any temporary oversailing equipment which falls below the 5.5m height temporarily during construction, provided that such equipment's installed position is above 5.5m, where such express consent is not required. 5. References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.		
	Works outside the Order limits		
	6. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.		
	Prior approvals and security		
	7. —kkkk) In respect of any specified works being at least 5.5 metres above the surface of the		

~~strategic road network (including any temporary oversailing equipment which falls below the 5.5m height temporarily during construction, provided that such equipment's installed position is above 5.5m), such works must not commence until—~~

- ~~(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;~~
- ~~(b) the programme of works has been approved by National Highways;~~
- ~~(c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—~~
 - ~~(i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub paragraph (a);~~
 - ~~(ii) details of the proposed road space bookings and at the same time as submitting the relevant details the undertaker shall be entitled to submit its application for road space bookings to National Highways;~~
 - ~~(iii) the identity and qualifications of the contractor and nominated persons;~~
 - ~~(iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker; and~~
 - ~~(v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 — Designing for walking, cycling and horse riding or any successor document;~~
- ~~(d) where necessary, a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;~~
- ~~(e) unless otherwise agreed by National Highways.~~

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~~7. (2) In~~ (1) Save in respect of ~~The~~ specified works ~~save for those which fall under sub-paragraph (1), such works~~ must not commence until—

- (a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;
- (b) the programme of works has been approved by National Highways;
- (c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—
 - (i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);
 - (ii) details of the proposed road space bookings and at the same time as submitting the relevant details the undertaker shall be entitled to submit its application for road space bookings to National Highways;
 - (iii) the identity and qualifications of the contractor and nominated persons;
 - (iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker; and
 - (v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding or any successor document;
- (d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;
- (e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(v) above;

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	(f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard; (g) the undertaker has agreed the estimate of the commuted sum with National Highways; (h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the specified works (which must include winter maintenance) has been agreed in writing by National Highways; (i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant; (j) any further information that National Highways may reasonably request within 14 days of the submission of the detailed design of a specified works has been supplied to National Highways; and (k) a condition survey and regime of monitoring has been agreed in writing by National Highways. <u>(2)</u> (3) The undertaker must not exercise— (a) article 16 (temporary closure of streets and public rights of way); (b) article 20 (discharge of water); (c) article 21 (protective works to buildings); (d) article 22 (authority to survey and investigate the land), over any part of the strategic road network <u>or land in which National Highways has an interest</u> without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and submit a scheme of traffic management for National Highways' approval.	

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~~(3)~~ ~~(4)~~ National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph (2) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraphs (1) or (2).

~~(4)~~ ~~(5)~~ Any approval or consent of National Highways required under this paragraph—

- (a) must not be unreasonably withheld ~~or delayed~~;
- (b) must be given in writing; and
- (c) may be subject to any conditions as National Highways considers necessary; and
- ~~(d) will be deemed to be approved if National Highways has not determined the approval within 28 days of the undertaker's request for approval.~~

~~(5)~~ ~~(6)~~ Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways immediately and details of their suitability to deliver the specified works will be provided on request along with collateral warranties in a form agreed by National Highways.

~~(6)~~ ~~(7)~~ Any change to the detailed design of the specified works must be approved by National Highways in accordance with paragraph 7(1) of this Part.

~~(7)~~ Any reference to deemed consent in any of the articles of this Order shall not apply to any application for consent, agreement or approval required or contemplated to be given by National Highways.

Construction of the specified works

8. —~~(1)~~ The undertaker must give National Highways ~~28 days~~ 3 months’ notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways provided that nothing in this paragraph 8(1) shall prevent the undertaker from commencing a specified work pursuant to a road space booking that has been secured from National Highways in accordance with paragraph 8(2).

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	(2) The undertaker must comply with National Highways' road space booking procedures when booking road space on the strategic road network prior to and during the carrying out of the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways. (3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with— (a) the relevant detailed design information and programme of works approved pursuant to paragraph 7(1) above or as subsequently varied by agreement between the undertaker and National Highways; (b) the DMRB, the Manual of Contract Documents for Highway Works, including the specification for highway works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and (c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of National Highways. For the avoidance of doubt no approval or consent issued by National Highways shall be taken to be a consent or approval pursuant to the Construction (Design and Management) Regulations 2015. (4) The undertaker must ensure that (where possible) without entering the highway the highway is kept free from mud, soil and litter as a result of carrying out a Specified Work.	

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	(5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works pursuant to the Order including all land in which National Highways has an interest for the purposes of inspection and supervision of the specified works. (6) If any part of the specified works is constructed— (a) other than in accordance with the requirements of this Part of this Schedule; or (b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways, (c) National Highways acting reasonably may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the reasonable satisfaction of National Highways. (7) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways acting reasonably may by notice in writing require the undertaker, at its own expense, to remedy the damage. (8) If within 28 days on which a notice under sub-paragraph (6) or sub-paragraph (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by National Highways in so doing, such sum to be payable within 28 days of demand. (9) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing. (10) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the satisfaction of National Highways. (11) Until such time that National Highways issues the provisional certificate the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance	

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operations agreed by National Highways pursuant to paragraph 7(21)(h) and the undertaker must carry out such maintenance at its own cost.

(12) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 7(1)(b) of this Part or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

Payments

9. —(1) The undertaker must pay to National Highways a sum equal to the costs and expenses which National Highways reasonably and properly incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—

- (a) the checking and approval of the information required under paragraph 7(1);
- (b) the supervision of the specified works;
- (c) contractual costs properly payable to the highway operations and maintenance contractor as a consequence of carrying out the tasks referred to in sub-paragraphs (a) and (b) of this paragraph, in which case National Highways will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor; the checking and approval of the information required to determine approvals under this Order;
- ~~(d) all costs in relation to the transfer of any land required for the specified works;~~
- (d) ~~(e)~~ all legal and administrative costs and disbursements incurred by National Highways in connection with the Order and sub-paragraphs (a) – (d); and
- (e) ~~(f)~~ any value added tax which is payable by National Highways in respect of such costs and expenses arising under this paragraph and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising “the NH costs”.

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		(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development. (3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the specified works and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the specified works and in any event prior to National Highways incurring any cost but the absence of such estimate will not inhibit the commencement of the specified works by the undertaker. (4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate (the excess) and the undertaker must pay to National Highways within 28 days of the date of the notice a sum equal to the excess. (5) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above within 91 days of the issue of the provisional certificate issued pursuant to paragraph 10(4). (6) Within 28 days of the issue of the final account: (a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it; (b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker. (7) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 3% above the Bank of England base lending rate from time to time being in force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.	

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Provisional Certificate

10.—(1) Following the completion of any phase of the specified works or prior to reopening any part of the strategic road network following any closure or partial closure, whichever shall be sooner, the undertaker shall notify National Highways who will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways following the site inspection.

(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable:

- (a) inspect the specified works; and
- (b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

- (a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;
- (b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the satisfaction of National Highways;
- (c) the as built information has been provided to National Highways; and
- (d) in respect of any specified works captured by paragraph 67(2) the undertaker has paid the commuted sum to National Highways,

National Highways must issue the provisional certificate.

(5) Following the issue of the provisional certificate, National Highways shall reduce the bond sum in writing to 20% of the total bond sum for that phase provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) before that date National Highways will be at liberty to retain a sufficient sum in addition to the 20% to ensure it does not have to meet any costs for and/or arising from and/or in connection with the specified works.

(6) ~~(4)~~ The undertaker must submit a stage 4 road safety audit as required by and in line with the time scales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

Opening

11.—~~(1)~~ Unless otherwise agreed in writing by National Highways the undertaker must notify National Highways not less than 56 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 14 days of that date and must not open the strategic road network to the public prior to the expiration of the requisite notice period.

Final condition survey

12.—~~(1)~~ The undertaker must, as soon as reasonably practicable after making its application for a

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	provisional certificate pursuant to paragraph 10(2), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 if the <u>phase of</u> specified works include any works beneath the strategic road network. (2) If the re-surveys carried out pursuant to paragraph 12(1) indicates that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted <u>and such programme as National Highways may require</u>. (3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme <u>and programme pursuant to paragraph 12(2) or fails to submit a scheme for remedial works to National Highways</u>, National Highways may carry out the steps required of the undertaker and may recover on receipt of a proper invoice <u>written demand</u> any expenditure from the undertaker it reasonably incurs in so doing. (4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to paragraph 12(1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover on receipt of a proper invoice <u>written demand</u> any expenditure from the undertaker it reasonably incurs in so doing. (5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.	

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Defects Period

13.—(1) The undertaker must at its own expense remedy any defects in the strategic road network as are reasonably required by National Highways to be remedied during the defects period for the relevant phase. All identified defects must be remedied in accordance with the following timescales—

- (a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);
- (b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and
- (c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) ~~During the defects period~~ Following the issuing of the provisional certificate National Highways ~~retains~~ has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final Certificate

14.—(1) The undertaker must apply to National Highways for the final certificate for each phase of the specified works ~~or part thereof~~ no sooner than 12 months from the date of the provisional certificate for that phase.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable:

- (a) inspect the strategic road network; and
- (b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose.

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph 14(2).

(4) When National Highways is satisfied that:

- (a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph 14(2) and any remedial works required as a result

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	of the stage 4 road safety audit have been made good to the satisfaction of National Highways; and (b) the NH costs have been paid to National Highways in full; (c) National Highways must issue the final certificate and upon the issue of the final certificate the bond sum <u>for that phase</u> is released in full provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) National Highways will be at liberty to retain a sufficient sum to ensure it does not have to meet any costs for and/or arising from and/or in connection with the specified works. (5) The undertaker must pay to National Highways within 28 days of demand the costs incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to this paragraph 14 .	

Security

15.—(1) ~~The~~No phase of the specified works must not commence until the undertaker ~~provides the security~~procures that the specified works are secured by the bond sum to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and the specified works under the provisions of this Part of this Schedule.

~~(2)~~ If at any time the undertaker is in breach of these provisions of this Part of this Schedule or becomes insolvent without prejudice to any other remedy National Highways is entitled upon giving 5 business days' notice to the undertaker to ~~complete that phase or element of the specified works that has been commenced by the undertaker and maintain the same and call upon~~allow the undertaker to ~~reimburse it for the cost expended in respect of the same provided that:~~

~~(a) rectify any breach to unless there is a danger to users of the highway, National Highways shall first give 28 days prior written notice (or lesser period as may in the circumstances be reasonable) of its intention to commence work under this sub-paragraph (2);~~

~~(b) any notice served under this sub-paragraph (2) shall specify the period of the notice ("the notice period"), the extent of the work which National Highways proposes to carry out, and full details of all matters in respect of which the National Highways considers that the specified works have not been carried out in accordance with this Part of this Schedule; and~~

~~(c) if before the expiry of the notice period, the undertaker serves written notice upon the National Highways that it intends diligently to execute the works specified in the notice in accordance with this Part of this Schedule, and specifies a time to complete that the National Highways considers reasonable in the circumstances the National Highways shall not be entitled to execute the relevant part or parts of the specified works specified in the notice served under this paragraph unless the undertaker then fails to execute those works within the agreed timescale;~~

~~(2)~~ use such parts of the bond sum as National Highways considers necessary. For the avoidance of doubt should National Highways have to carry out works pursuant to this Part of this Schedule it may, at its sole discretion, use the bond sum to forward fund such works.

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		Commuted sums 16.—(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18 January 2010 or any successor guidance, prior to the commencement of the specified works. (2) The undertaker must pay to National Highways the commuted sum <u>in respect of each phase</u> prior to the issue of the provisional certificate <u>for that phase</u>. Insurance 17. Prior to the commencement of the specified works the undertaker must effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 <u>(ten 50,000,000.00 (50</u> million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use of the strategic road network by the undertaker.	

Indemnity

~~18.—(1)~~ The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways directly arising from or in connection to the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order and any such costs shall be paid to National Highways within ~~30~~14 days of demand ~~provided that the undertaker's indemnity will not extend to any claims submitted to the relevant highway authority arising out of the negligence of the relevant highway authority's employees or arising after the issue of the final certificate pursuant to paragraph 14(4).~~

(1) save for any loss arising out of or in consequence of any negligent act or default of National Highways. The relevant highway authority shall:

~~(a)~~ notify the undertaker ~~immediately~~ upon receipt of any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1);

~~(b) at all times after that date keep the undertaker fully informed;~~

~~(c) permit and assist the undertaker to make such investigations and/or tests as the undertaker may reasonably deem necessary to verify such claims, charges, costs, expenses, liability or losses;~~

(2) (d) not accept or compromise any claims, charges, costs, expenses, liability or losses to which this indemnity relates without ~~the prior approval of~~first seeking comments from the undertaker ~~as to its validity and as to the amount of the settlement and considering the same;~~ and

(3) The undertaker's duty to indemnify National Highways pursuant to paragraph 18(1) above shall apply in full and further the undertaker's duty to indemnify shall continue in full force and effect until all such claims have been determined, settled and discharged and National Highways reimbursed in full notwithstanding the issue of the final certificate.

~~(e) at the request of the undertaker instruct such reputable firm of solicitors as the undertaker may reasonably specify in respect of the conduct of negotiations and/or proceedings in respect of any claims, charges, costs, expenses, liability or losses to which this indemnity relates.~~

~~(2) The indemnity in sub-paragraph (1) above includes:~~

~~(a) all fees incurred by claimants which the relevant highway authority is obliged to pay, and those of the relevant highway authority or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);~~

~~(b) statutory interest payments to claimants and their professional advisors; and~~

~~(c) the relevant highway authority's reasonable and proper legal costs in making the compensation, fees and interest payments.~~

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Maintenance of the specified works

19.—(1) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured ~~(save for in the event of an emergency situation)~~ provided that nothing in this paragraph 19(2) shall prevent the undertaker from undertaking emergency maintenance works in accordance with section 57 of the New Roads and Street Works Act 1991.

(3) During any maintenance works, the undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than

7 days in advance of the planned commencement date of the maintenance works.

(4) The provisions of paragraph 11 shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

Land

~~20. —www.) Following the issue of the final certificate pursuant to paragraph 14(1) National Highways may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the specified works.~~

~~(1) If the undertaker receives notice under sub paragraph (1) then the undertaker must effect a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at no cost to National Highways.~~

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	20.(2) The undertaker must not under the powers of this Order: (a) acquire <u>Class 1</u> land forming part of; <u>or</u> (b) seek to impose or extinguish any restrictive covenants <u>[which conflict with the use of the strategic road network]</u> over; (c) any part of the strategic road network or land owned by <u>extinguish any existing rights of or interfere with apparatus of</u> National Highways used for its undertaking <u>in respect of any third party property</u>, except with the consent of National Highways by written request to <u>legalservicesinbox@nationalhighways.co.uk</u> save for the avoidance of doubt these provisions do not apply to, with the exclusion of 20 (b) above, Article 25 (acquisition of rights) which may be exercised without the consent of National Highways. (3) Where any land or interest is proposed to be acquired pursuant to this Order for the benefit of National Highways, the undertaker must, unless otherwise agreed by National Highways, exercise article 24 (compulsory acquisition of land) and article 25 (compulsory acquisition of rights) as applied by articles 36 (application of the 1981 Act) of this Order to directly vest in National Highways any such land or interest.	

~~Arbitration~~ Expert Determination

~~21. Any dispute under—(1) Article 62 (arbitration) of the Order does not apply to this Part of this Schedule shall be settled by arbitration in accordance with article 62 (arbitration).~~

(2) Any difference under this Part of this Schedule may 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.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(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 7 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 7 days of receipt of the submissions under sub-paragraph (b); and

(d) give reasons for the decision.

(6) 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 62 (arbitration).

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

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87.	Schedule 16, Protective Provisions, (Part 6 – For the Protection of Cadent Gas Limited as Gas Undertaker)	Correction of typographical error.	Protective works to buildings 5. —(1) The undertaker, in the case of the powers conferred by article 21 (<i>protective works to buildings</i>), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent or any interruption in the supply of gas by Cadent, as the case may be, is caused solely and directly by the undertaker, the undertaker must bear and pay on receipt of an invoice the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and, subject to sub-paragraph (2), will— (a) pay compensation to Cadent for any loss sustained by it; and (b) indemnify Cadent against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent, by reason of any such damage or interruption. (2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent or its contractors or workmen; and Cadent will give to the undertaker reasonable written notice of any claim or demand as aforesaid within 20 working<ins>business</ins> days of becoming aware of such claim or demand and no settlement or compromise thereof will 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. Amendments to replace reference to “working days” with “business days” have been made throughout Schedule 16 and to ensure legibility of this document, the Applicant does not replicate each these amendments.	F
88.	Schedule 16, Protective Provisions (Part 9 – For the Protection of National Gas Transmission Plc)	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
89.	Schedule 16, Protective Provisions (Part 10 – For the Protection of Sheringham Coal and Dudgeon Extensions Projco Limited (Formerly named Scira Extension Limited and referred to as SEL in the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024))	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F
90.	Schedule 16, Protective Provisions (Part 11 – For the Protection of Exolum	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F

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	Pipeline System			
91.	Schedule 16, Protective Provisions (Part 12 – For the Protection of Affinity Water Limited)	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F
92.	Schedule 16, Protective Provisions (Part 13 – For the Protection of Northumbrian Water and Suffolk and Essex Water Limited)	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F
93.	Schedule 16, Protective Provisions (Part 14 – For the Protection of Anglian Water)	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
94.	Schedule 16, Protective Provisions (Part 15 – For the Protection of Water Management Alliance)	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F
95.	Schedule 16, Protective Provisions (Part 16 – For the Protection of Railway Interests)	New protective provisions included	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	F
96.	Schedule 16, Protective Provisions (Part 17 – For the Protection of LTC)	Placeholder inserted for protective provisions awaited from LTC.	Placeholder inserted for protective provisions awaited from LTC.	F
97.	Schedule 17, Public General Legislation	Correction of typographical error.	Neighbourhood Planning Act 2017 4. The provisions of the Neighbourhood Planning Act 2017(c) in so far as they relate to temporary possession of land under articles 27 (Temporary use of land by National Grid), 28 (Temporary use of land by UKPN <u>and UKOP</u>) and 29 (Temporary use of land for maintaining the authorised development) of this Order.	

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98.	Schedule 19, Certified Documents	Updated to clarify the key documents that make up the Environmental Statement and to add reference to the outline offsite planting delivery scheme referred to in the revised requirement 9 of Schedule 3 (requirements)	<table><tr><th>(1) Document title</th><th>(2) Document reference</th></tr><tr><td>Access, Rights of Way and Public Rights of Navigation Plans</td><td>2.5</td></tr><tr><td>Book of reference</td><td>4.3</td></tr><tr><td>Design approach to site specific infrastructure</td><td>7.16</td></tr><tr><td>Design and Layout Plans (elevations)</td><td>2.6.1</td></tr><tr><td>Environmental statement (together with any supplemental or additional environmental information), and which includes—</td><td>6.1 to 6.21 (inclusive)</td></tr><tr><td>Historic environment supplemental environmental information</td><td></td></tr><tr><td>Ecology supplemental environmental information</td><td></td></tr><tr><td>Ancient Woodland Technical Note</td><td>8.10.1</td></tr><tr><td>Proposed Change Application 1 Addendum to Environmental Statement – Change Request 1 (Bulphan) (Final Issue CA1)</td><td>9.11</td></tr><tr><td>Proposed Change Application 2: Addendum to Environmental Statement – Change Request 2 (Little Bromley) (CA2) (Final Issue CA2)</td><td>9.12</td></tr><tr><td>Land plans</td><td>2.2</td></tr><tr><td>Open access land plans</td><td>2.15</td></tr><tr><td>Outline archaeological mitigation strategy and outline written scheme of investigation</td><td>7.5</td></tr><tr><td>Outline code of construction practice</td><td>7.2</td></tr><tr><td>Outline construction traffic management plan</td><td>7.3</td></tr><tr><td>Outline employment and skills plan</td><td>8.13</td></tr><tr><td>Outline landscape and ecological management plan</td><td>7.4</td></tr><tr><td>Outline offsite planting delivery scheme</td><td>8.28</td></tr><tr><td>Outline public rights of way management plan</td><td>7.6</td></tr><tr><td>Special category land and Crown land plans</td><td>2.14</td></tr><tr><td>Traffic regulation order plans</td><td>2.4</td></tr><tr><td>Trees and hedgerows to be removed and/or managed plans</td><td>2.16</td></tr><tr><td>Works plans</td><td>2.3</td></tr></table>	(1) Document title	(2) Document reference	Access, Rights of Way and Public Rights of Navigation Plans	2.5	Book of reference	4.3	Design approach to site specific infrastructure	7.16	Design and Layout Plans (elevations)	2.6.1	Environmental statement (together with any supplemental or additional environmental information), and which includes—	6.1 to 6.21 (inclusive)	Historic environment supplemental environmental information		Ecology supplemental environmental information		Ancient Woodland Technical Note	8.10.1	Proposed Change Application 1 Addendum to Environmental Statement – Change Request 1 (Bulphan) (Final Issue CA1)	9.11	Proposed Change Application 2: Addendum to Environmental Statement – Change Request 2 (Little Bromley) (CA2) (Final Issue CA2)	9.12	Land plans	2.2	Open access land plans	2.15	Outline archaeological mitigation strategy and outline written scheme of investigation	7.5	Outline code of construction practice	7.2	Outline construction traffic management plan	7.3	Outline employment and skills plan	8.13	Outline landscape and ecological management plan	7.4	Outline offsite planting delivery scheme	8.28	Outline public rights of way management plan	7.6	Special category land and Crown land plans	2.14	Traffic regulation order plans	2.4	Trees and hedgerows to be removed and/or managed plans	2.16	Works plans	2.3	F
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Table 2.6 Schedule of Changes to Version F of the draft DCO [REP6-030]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
1.	Preamble	Correction of typographical error in legislation reference.	The application has been examined by a panel of [xx] members (“the Panel”), <u>appointed</u> pursuant to Chapter 2 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).	G
2.	Article 2, Interpretation	Proposed definitions on the same “blue pencil basis” as Article 63 and Schedule 20 pursuant to the respective footnote of each proposed definition.	<u>“Ardleigh and Little Bromley landscape compensation, offsetting and enhancement area plan” means the plan entitled “Landscape compensation, offsetting and enhancement area plan: Ardleigh & Little Bromley” with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00953 Rev A and certified under article 60 (certification of documents);](I)</u> <u>“Burstall and Bramford landscape compensation, offsetting and enhancement area plan” means the plan entitled “Landscape compensation, offsetting and enhancement area plan: Burstall & Bramford” with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00952 Rev A and certified under article 60 (certification of documents);](m)</u> <u>“Colne Valley (including Fordham, Ford Street and Aldham) landscape compensation, offsetting and enhancement area plan” means the plan entitled “Landscape compensation, offsetting and enhancement area plan: Colne Valley (including Fordham, Ford Street, Aldham)” with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00954 Rev A and certified under article 60 (certification of documents);](a)</u> <u>“Gipping Valley landscape compensation, offsetting and enhancement area plan” means the plan entitled “Landscape compensation, offsetting and enhancement area plan: Gipping Valley” with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00951 Rev A and certified under article 60 (certification of documents);](a)</u> <u>“Great and Little Waltham landscape compensation, offsetting and enhancement area plan” means the plan entitled “Landscape compensation, offsetting and enhancement area plan: Great & Little Waltham” with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00955 Rev A and certified under article 60 (certification of documents);](b)</u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			<u>["Hutton, Mountnessing and Havering's Grove landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Hutton/Mountnessing/Havering's Grove" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00957 Rev A and certified under article 60 (certification of documents);](c)</u> <u>["Ingatestone and Buttsbury landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Ingatestone & Buttsbury" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00956 Rev A and certified under article 60 (certification of documents);](d)</u> <u>["Tilbury North landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Tilbury North" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00958 Rev A and certified under article 60 (certification of documents);](b)</u> <u>["Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling) landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling)" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00946 Rev A and certified under article 60 (certification of documents);](a)</u>	
3.	Article 2, Interpretation	Inclusion of a new definition in connection with Requirement 6 (design and layout plans) to secure pylon design.	<u>"design and layout plans (pylons)" means those parts of the design and layout plans – overhead lines listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents) showing the pylon designs, and references to a particular design and layout plan (pylons) are to be construed accordingly;</u>	G
4.	Article 2, Interpretation	Text added for clarity and consistency with other definitions.	<u>"design approach for site specific infrastructure" means the document of that description (together with its appendices) (document 7.16) certified by the Secretary of State as the design approach for site specific infrastructure for the purposes of the Order under article 60 (certification of documents);</u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
5.	Article 2, Interpretation	New definition included in connection with Requirement 5 (archaeology) to secure archaeological mitigation as part of the pre-commencement operations in accordance with the detailed written schemes of investigation.	<u>“detailed written schemes of investigation for mitigation areas” means—</u> (a) <u>detailed written scheme of investigation: mitigation areas 102 (a, b, c and d) and 146 (document 8.18);</u> (b) <u>detailed written scheme of investigation: mitigation areas 103a and 103b (document 8.19);</u> (c) <u>detailed written scheme of investigation: mitigation areas 122a, b and c and 123 (document 8.20);</u> (d) <u>detailed written scheme of investigation: mitigation areas 124, 136 (a and b), 137, 138, 141 and 142 (document 8.21);</u> (e) <u>detailed written scheme of investigation: mitigation areas 126, 128 (a, b and c) and 140 (document 8.22);</u> (f) <u>detailed written scheme of investigation: mitigation areas 109, 110, 111, 112 (a and b) and 139 (document 8.23); and</u> (g) <u>detailed written scheme of investigation: mitigation areas 113 (a and b), 114 and 115 (document 8.24);</u> <u>certified by the Secretary of State as the detailed written schemes of investigation for mitigation areas for the purposes of this Order under article 60 (certification of documents);</u>	G
6.	Article 2, Interpretation	Correction of typographical error.	“maintain” includes inspect, repair, adjust, alter, dismantle, remove, clear, refurbish, paint, surface treat, decommission, improve, reconstruct or replace any part, but not remove, reconstruct or replace the whole, of the authorised development including through the use of robots, helicopters, drones, gadgets or similar devices either remotely controlled or autonomous, provided such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement, and any derivative of “maintain” must be construed accordingly;	G
7.	Article 2, Interpretation	Correction of typographical errors.	“operational use” occurs when the relevant part of the authorised development first transmits electricity after the date of its final commissioning: (a) in respect of the National Grid works, at either 275 kilovolts or higher voltages; and (b) in respect of the UKPN works, at either 230 volts or higher voltages;	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
8.	Article 2, Interpretation	Clarification that environmental mitigation measures include archaeological mitigation. This ensures consistency with “environmental (including archaeological) investigations and monitoring” which is used earlier in the definition.	“pre-commencement operations” means operations consisting of engineering investigations and surveys, environmental (including archaeological) investigations and monitoring, listed building surveys, surveys and monitoring investigations for the purpose of assessing ground conditions, diversion and laying of services, protection works comprising utilities protection works or fencing and protection slabs, demolition of existing buildings, site clearance, environmental (including archaeological) mitigation measures, remediation in respect of any contamination or other adverse ground conditions, set up works associated with the establishment of construction compounds and temporary laydown areas, receipt and erection of construction plant and equipment, temporary accesses, erection of any temporary means of enclosure or temporary demarcation fencing marking out site boundaries and the temporary display of site notices or advertisements;	G
9.	Article 2, Interpretation	Correction of plan names.	“special category land and Crown land plans” means the plans listed in Part 5 of Schedule 2 (plans) and certified under article 60 (certification of documents) and references to a particular special category land and Crown land plan are to be construed accordingly;	G
10.	Article 2, Interpretation	Clarification that UKOP, in carrying out Work No. 17A, may carry out any associated development that is necessary or expedient for the purposes of, or in connection with, the construction or maintenance of that work.	“UKOP protective works” means those works specified in Work No. 17A; and such associated development not listed within Work No. 17A as is set out in Schedule 1 (authorised development) and which is necessary or expedient for the purposes of or in connection with the construction or maintenance of that Work No.;	G
11.	Article 2, Interpretation	Clarification that UKPN, in carrying out the UKPN works, may carry out any associated development that is necessary or expedient for the purposes of, or in connection with, the construction or	“UKPN works” means those works to UKPN assets or equipment forming part of the authorised development, including Work Nos. 25 to 36; and such associated development not listed within Work Nos. 25 to 36 as is set out in Schedule 1 (authorised development) and which is necessary or expedient for the purposes of or in connection with the construction or maintenance of those Work Nos.;	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		maintenance of those works.		
12.	Article 2, Interpretation	Update to clarify that the Tables of Parameters in the works plans note the ground level, being the existing ground level along the centre line shown on the works plans. Those levels may vary within the limits of deviation, and hence Article 2(3) makes clear that those levels are existing and are subject to horizontal limits of deviation.	(3) All distances, directions, levels, heights and lengths referred to in this Order and in any plans and documents certified under article 60 (certification of documents), are approximate. Distances between points on a work comprised in the authorised development are taken to be measured along that work. All distances for scheduled linear works referred to in this Order are measured along the centre line of the limits of deviation for that work. All pylon identification numbers set out in this Order are identified by reference to the pylon locations along the centre line of such works, and are subject to the limits of deviation for that work, such that the number of pylons, the pylon numbering and the height and location of pylons may adjust in accordance with the limits of deviation identified in article 5 (limits of deviation). <u>Where the tables of parameters in the works plans refer to ground levels, they refer to existing ground levels along the centre line shown on the works plans, and may be different due to horizontal limits of deviation.</u> Unless otherwise specified in article 5 (limits of deviation) and Schedule 1 (authorised development), heights and depths in this Order or on the works plans are measured from the proposed final ground level.	G
13.	Article 3, Development consent etc. granted by the Order	Update to remove incorrect cross-referencing.	(4) UKOP may, subject to paragraphs <u>paragraph</u> (3), (4) and (5) of article 6 (benefit of Order) carry out and maintain the UKOP protective works.	G
14.	Article 4, Maintenance of authorised development	Clarificatory amendment.	4. —(1) National Grid may at any time maintain the authorised development (excluding <u>both</u> the UKPN works or <u>and</u> the UKOP protective works), except to the extent that this Order, or an agreement made under this Order, provides otherwise.	G
15.	Article 5, Limits of deviation	Amendment to reflect addition of a new paragraph (6). New paragraph (6) updated following discussion with	5. —(1) Subject to paragraphs (4) and , (5) <u>and</u> (6), in respect of the overhead electric line and underground electric line works forming part of the authorised development for which it is granted development consent by paragraph (1) of article 3 (development consent etc. granted by the Order), the undertaker may—	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		UKPN to clarify that temporary diversions for the works listed in Article 5(6) are the 'worst case' in each case and that those temporary diversions may be more limited such that they are closer to the asset being diverted.	<u>(6) In respect of the temporary diversions of existing UKPN overhead electric lines forming part of Work No.s 25 (PKF), 26 (EPPK), 27 (PI), 28 (PHB), 29 (PLD), 30 (PCB), 31 (PSB), 32 (PUB), 33 (PSC), 35 (PAB), 36 (PAB), deviate only so that the temporary diversions are closer to the existing UKPN line, subject to the limitations of UKPN Engineering Construction Standard ECS 01-1002, in conjunction with Energy Networks Association (ENA) Technical Specification 43-8.</u>	
16.	Article 5, Limits of deviation	Amendment to make clear that underground electric cable can connect to above ground apparatus in specified circumstances.	(d) in respect of the underground electric line, deviate vertically— (i) upwards such that the minimum distance that will be kept between the top of the protective tiles or (where there are no protective tiles) the top of the cable ducts and the top of the finished ground level is 0.9 metres <u>(except that this minimum distance does not apply to link pillars, chambers or within substations and converter stations)</u>; and (ii) downwards to such extent as the undertaker considers necessary or convenient.	G
17.	Article 6, Benefit of Order	Correction of typographical error.	6.—(1) Subject to article 7 (consent to transfer benefit of Order), the provisions of this Order have effect solely for the benefit of— (a) National Grid in respect of the authorised development; (b) subject to paragraph (5), UKPN in respect of the UKPN works; (c) UKOP in respect of <u>the</u> UKOP protective works; and (d) LTC undertaker in respect of the LTC compensatory habitat works.	G
18.	Article 6, Benefit of Order	Update to text for legibility.	(3) <u>Except in accordance with the written consent of National Grid, which may be granted subject to reasonable conditions,</u> UKPN may not carry out the UKPN works under article 3(3)(a) and UKOP may not carry out the UKOP protective works under article 3(4) (development consent etc. granted by the Order) except in accordance with the written consent of National Grid, which may be granted subject to reasonable conditions.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
19.	Article 7, Consent to transfer benefit of Order	Update to text for legibility	(3) The exercise by a person of any benefits or rights transferred or granted in accordance with any transfer or grant under paragraph (1) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by <u>(as the case may be)</u> National Grid, UKPN or UKOP, save where those benefits or rights are exercised by a statutory undertaker (which for the purposes of this article includes any entity listed in paragraph (7)), or by an owner or occupier of land pursuant to paragraph (2) of article 25 (compulsory acquisition of rights) of this Order, in which case liability for the payment of compensation on the terms of this Order remains with National Grid.	G
20.	Article 7, Consent to transfer benefit of Order	Update to text for legibility	(7) The consent of the Secretary of State is not required under this article, where the transfer or grant <u>of the benefit of a provision of this Order</u> is made, <u>to Openreach</u> for the purpose of diverting or replacing the Openreach's owned or managed structures, apparatus or equipment of Openreach, <u>which insofar as such diversion or replacement</u> forms part of the authorised development described in Schedule 1 and <u>is</u> contained within the Order limits, to Openreach.	G
21.	Article 10, Planning Permission and other consents	Minor typographical correction	(3) Any development or any part of a development within the Order limits which is constructed or used under the authority of a planning permission granted under the 1990 Act or of a development consent granted under the 2008 Act, including permissions <u>or development consents</u> falling under paragraph (1) or (2) or otherwise, is deemed not to be a breach of, or inconsistent with, this Order and will not prevent the authorised development being carried out or used or any other power or right under this Order being exercised.	G
22.	Article 11, Street works	Minor updates to reflect scope of works likely to be required under this article	11.— (1) The undertaker may, for the purposes of the authorised development, or for purposes ancillary to it, enter upon so much of any of the streets specified in column (2) of Schedule 5 (streets subject to street works) as is within the Order limits and may without the consent of the street authority—	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			(a) break up or open the street, or any sewer, drain or tunnel within or under it; (b) tunnel, drill or bore under the street, or carry out any works to strengthen or repair the carriageway; (c) remove or use all earth and materials in or under the street; (d) place and keep apparatus in the street <u>or furniture</u> (including signage) <u>in or on the street</u>; (e) maintain, renew or alter apparatus or furniture (including signage) in or on the street or change its position; (f) reinstate or construct new pavement; (g) execute any works to provide or improve sight lines required by the relevant highway authority; (h) execute and maintain any works to provide, renew or alter hard and soft landscaping, drainage and any other works for the benefit or protection of the environment; (i) carry out re-lining and placement of new temporary <u>or permanent</u> markings; and (j) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (i).	
23.	Article 11, Street works	Update to text for legibility	(2) Without limiting the scope of the powers conferred by paragraph (1) but subject to the consent of the street authority, which consent must not be unreasonably withheld or delayed, the undertaker may, for the purposes of the authorised development, or for purposes ancillary to it, enter on so much of any other street whether or not within the Order limits, for the purposes set out at paragraph <u>sub-paragraphs (1)(a) to (j) and carry out any activity set out in those sub-paragraphs; and</u> paragraph (3) of article 8 (application of the 1990 Act) applies <u>in relation to such entry and activity</u>.	G
24.	Article 12, Application of the Permit Schemes	Bespoke drafting necessary to ensure that both the undertaker and the relevant highway authority are clear as to the process and expected timescales where the permit schemes and DCO operate together.	12.—(1) The permit schemes apply to the construction and maintenance of the authorised development and will have effect in connection with the exercise by the undertaker of any powers conferred by this Part subject to the provisions of this article. (2) For the purposes of this Order— (a) a permit may not be refused or granted subject to conditions which relate to the imposition of moratoria; (b) a permit may not be granted subject to conditions where compliance with those conditions would constitute a breach of this Order or where the undertaker would be unable to comply with those conditions through the exercise of the powers conferred by this Order; (c) a permit may not be refused where the proposed reason for refusal is the inability to impose a condition which will not comply with sub-paragraph (b); and	G

Ref. dDCO Ref.	Rationale for the Change Change Made	Version of dDCO
	(d) where a provisional advance authorisation has been granted to the undertaker in advance of the grant of a permit in relation to the construction of the authorised development, the relevant highway authority may not grant a permit for any other works in the location during the time period to which that provisional advance authorisation relates save that nothing will restrict the ability of the relevant highway authority to grant a permit for immediate works; <u>and</u> <u>(e) where the undertaker submits an application for a permit in relation to the construction or maintenance of the authorised development and the relevant highway authority fails to communicate its decision on that application within the lesser of—</u> <u>(i) such period as the permit scheme provides for the communication of the decision in question; or</u> <u>(ii) 20 business days of receiving the application,</u> <u>(or such other period as may be agreed in writing between the relevant highway authority and the undertaker), the relevant highway authority is deemed to have granted the permit on the terms applied for; and</u> <u>(f) where there is any inconsistency between the terms of any permit scheme and this Order regarding the timescales within which a relevant highway authority must communicate its decision on any application for a permit made pursuant to a permit scheme in connection with the authorised development—</u> <u>(i) the timescales set out in this Order take precedence over any conflicting timescale under the permit scheme; and</u> <u>(ii) any deemed consent provision under this Order continues to apply notwithstanding any differing provision in the permit scheme,</u> <u>unless otherwise agreed in writing between the relevant highway authority and the undertaker.</u>	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
25.	Article 13, Application of the 1991 Act	Deletion because application of this section to temporary closures that do not constitute street works, and would by their nature be cleaner and simpler operations, would be disproportionate on a project of this scale.	(6) The provisions of the 1991 Act referred to in paragraph (5) are— (a) section 54 (advance notice of certain works), subject to paragraph (7); (b) section 55 (notice of starting date of works), subject to paragraph (7); (c) section 57 (notice of emergency works); (d) section 59 (general duty of street authority to co-ordinate works); (e) section 60 (general duty of undertakers to co-operate); (f) section 68 (facilities to be afforded to street authority); (g) section 69 (works likely to affect other apparatus in the street); (h) section 71 (materials, workmanship and standard of reinstatement); (i) section 75 (inspection fees); <u>(i)</u> (j) section 76 (liability for cost of temporary traffic regulation); <u>(j)</u> (k) section 77 (liability for cost of use of alternative route); and <u>(k)</u> (l) all such other provisions as apply for the purposes of the provisions mentioned in sub-paragraphs (a) to (k).	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
26.	Article 14, Power to alter layout, etc. of streets	Minor updates to reflect scope of works likely to be required under this article	(2) Without limitation on the specific powers conferred by paragraph (1), but subject to paragraph (4), the undertaker may, for the purposes of constructing and maintaining the authorised development, permanently or temporarily alter the layout of any street (and carry out works ancillary to such alterations) whether or not within the Order limits and the layout of any street having a junction with such a street and, without limiting the scope of this paragraph, the undertaker may— (a) increase the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track, central reservation or verge within the street; (b) alter the level or increase the width of any such kerb, footpath, footway, cycle track, central reservation or verge; (c) reduce the width of the carriageway of the street; (d) execute any works to widen or alter the alignment of pavements; (e) make and maintain crossovers, turning lanes and passing places; (f) execute any works of surfacing or resurfacing of the highway; <u>(g)</u> <u>execute any works related to signage and street markings;</u> <u>(h)</u> (g) carry out works for the provision or alteration of parking places, loading bays, footpath, footway<u>footpaths, footways,</u> and cycle tracks; <u>(i)</u> (h) execute any works necessary to alter or provide facilities for the management and protection of pedestrians; and <u>(j)</u> (i) execute any works to provide or improve sight lines required by the relevant highway authority.	G
27.	Article 15, Permanent stopping up of streets and public rights of way	Minor formatting correction	(2) Subject to paragraph (3), no street or public right of way specified in column (2) of Schedule 7 is to be wholly or partly stopped up under this article unless— (a) the new street or public right of way to be substituted for it, which is specified in column (4) of that Schedule is open for use and in the case of a street, has been completed to the reasonable satisfaction of the street authority (the confirmation of which must not be unreasonably withheld or delayed); or (b) a temporary alternative route for the passage of such traffic as could have used the street or public right of way is first provided and in the case of a street, is subsequently maintained by the undertaker, to the reasonable satisfaction of the street authority (the confirmation of which must not be unreasonably withheld or delayed), until the completion and opening of the new street or public right of way in accordance with sub-paragraph (a).	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
28.	Article 22, Authority to survey and investigate the land	Clarificatory text, which brings into alignment with the definition of “maintain” in article 2 (interpretation)	(4) Any person entering land under this article on behalf of the undertaker— (a) must, if so required, before or after entering the land, produce written evidence of their authority to do so; (b) must, before entering the land, provide in the notice details of the purpose specified in paragraph (1) to survey and investigate the land; and (c) may take onto the land such vehicles and equipment, <u>including robots, helicopters, drones, gadgets or similar devices either remotely controlled or autonomous</u>, as are necessary to carry out the survey, monitoring or investigation or to make the trial holes.	G
29.	Article 22, Authority to survey and investigate the land	Clarificatory text to enable landowners the flexibility to agree to the nature of reinstatement	(6) As soon as reasonably practicable following the completion of any activities or programme of activities carried out under paragraph (1), the undertaker must remove any apparatus and, <u>unless otherwise agreed with the owners of the land</u>, restore the land to its original condition as far as is reasonably practicable.	G
30.	Article 27, Temporary use of land by National Grid	Modification to remove the restriction that would otherwise prevent National Grid from taking temporary possession of Order land over which a notice of entry has been served or a general vesting declaration (“GVD”) has been made. The Project requires a more complex sequencing: because more than one undertaker (National Grid, UKPN and UKOP) may require rights over some of the same plots, exercising temporary possession first before their own	27.—(1) National Grid may, in connection with the carrying out of the authorised development— (a) enter on and take temporary possession of— (i) so much of the land specified in column (1) of Schedule 11 (land of which temporary possession may be taken) to exercise the powers described in the book of reference for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and (ii) any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act and no declaration has been made under section 4 of the 1981 Act (other than a notice of entry or a declaration in connection with the acquisition of rights or the imposition of restrictive covenants only);	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		permanent rights being drawn down. The compensation code continues to apply in the normal manner.		
31.	Article 27, Temporary use of land by National Grid	Update to reflect UKPN's request for optionality not to exercise its own separate temporary possession powers under Article 28. The UKPN works form part of the authorised development. National Grid's Article 27 right therefore extends to plots associated with the UKPN works. Applicable compensation rights are unaffected by the exercise of Article 27 powers by UKPN, UKOP or the LTC undertaker pursuant to Article 27(13), and any person who suffers loss or damage as a result of the exercise of those powers remains entitled to compensation	<u>(13) The powers conferred by this article may, with the written consent of National Grid (which may be given subject to conditions), be exercised or used by—</u> <u>(a) UKPN, in connection with the carrying out of the UKPN works;</u> <u>(b) UKOP, in connection with the UKOP protective works; or</u> <u>(c) the LTC undertaker, in connection with the carrying out of the LTC compensatory habitat works,</u> <u>and in each case this article applies as if references to National Grid were references to UKPN, UKOP or the LTC undertaker (as the case may be) and references to the authorised development were references to the UKPN works, the UKOP protective works or the LTC compensatory habitat works (as the case may be); and where National Grid has served a notice under this article in relation to any land prior to the exercise or use of those powers in relation to that land by UKPN, UKOP or the LTC undertaker (as the case may be), no further notice under this article is required to be served in relation to that land by UKPN, UKOP or the LTC undertaker (as the case may be) before exercising or using those powers to the extent contemplated by that notice.</u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
32.	Article 28, Temporary use of land by UKPN and UKOP	Modification to remove the restriction that would otherwise prevent UKPN or UKOP from taking temporary possession of Order land over which a notice of entry has been served or a GVD has been made. The Project requires a more complex sequencing: because more than one undertaker (National Grid, UKPN and UKOP) may require rights over some of the same plots, exercising temporary possession first before their own permanent rights being drawn down. The compensation code continues to apply in the normal manner.	28.—(1) UKPN may, in connection with the carrying out of the UKPN works— (a) enter on and take temporary possession of— (i) so much of the land specified in column (1) of Schedule 11 (Land of which only temporary possession may be taken) to exercise the powers described in the book of reference for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and (ii) any other Order land in respect of the UKPN works in respect of which no notice of entry has been served under section 11 of the 1965 Act and no declaration has been made under section 4 of the 1981 Act (other than a notice of entry or a declaration in connection with the acquisition of rights or the imposition of restrictive covenants only);	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
33.	Article 28, Temporary use of land by UKPN and UKOP	Update to text for legibility and to ensure that UKOP has the responsibility to comply with the obligations contained within the article, in the usual way, and not just exercise the powers.	<u>(13) The provisions of this article apply to UKOP and the UKOP protective works as they apply to UKPN and the UKPN works, as if—</u> <u>(a) references to UKPN were references to UKOP; and</u> <u>(b) (13) UKOP may exercise the powers set out in paragraph (1) to (3), subject to paragraphs (4) to (12), of this article 28 as though references to UKPN were references to UKOP and references to the UKPN works were references to the UKOP protective works,</u> and, in respect of<u>addition to the exceptions from the obligation to restore land set out in</u> paragraphs (5) and (6) <u>as so applied</u>, UKOP is also not required, <u>before giving up possession of any land to which it has taken temporary possession under paragraph (1) as applied by this paragraph</u>, to remove any ground-strengthening<u>ground-strengthening</u> works (being works to provide safe and stable ground conditions) or other works of mitigation which have been<u>works</u> placed <u>on</u>, in <u>or under</u> that land to facilitate <u>the</u> construction or operation of the authorised development including the UKOP protective works.	G
34.	Article 36, Application of the 1981 Act and modification of the 2017 Regulations	Correction of typographical error to remove unnecessary capitalisation.	Application of the 1981 Act and Modification<u>modification</u> of the 2017 Regulations 36.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.	G
35.	Article 36, Application of the 1981 Act and modification of the 2017 Regulations	Update to (1) reflect the fact that the 3.1 Draft DCO [Revision G] Order authorises the acquisition of land, rights and restrictions for the benefit of multiple undertakers (National Grid, UKPN and UKOP) each of whom may require rights over some of the same plots of land; and (2) to reflect the acquisition	(4) For section 4(1) (execution of declaration), substitute— <u>(1) The acquiring authority may execute a declaration or declarations in the prescribed form—</u> —(1a) The acquiring authority may execute in respect of any of the land, <u>right or restriction</u> which they are authorised to acquire by the compulsory purchase order a declaration in the prescribed form vesting the<u>that</u> land <u>or right or the benefit of that restriction</u> in themselves; or <u>(b) in the easer</u><u>respect of any</u> land or a, right that<u>or restriction which</u> they are authorised to acquire <u>by the compulsory purchase order</u> for the benefit of a statutory undertaker or, a local authority, <u>UKPN, UKOP</u> or the LTC undertaker, in the <u>vesting that land or right</u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		of rights and restrictions as well as land outright as anticipated in the 3.1 Draft DCO [Revision G], and to cater for acquisitions for the benefit of statutory undertakers, as well as UKPN and UKOP. Applicable compensation rights are unaffected by the execution of more than one declaration over the same plot.	<u>or the benefit of that restriction in that</u> statutory undertaker or, that local authority in question, UKPN, UKOP or the LTC undertaker <u>(as the case may be),</u> <u>with effect</u> from the end of such period as may be specified in the declaration (notor declarations, being <u>a period not</u> less than three months from the date on which the service of notices required by section 6 is completed); <u>and more than one declaration may be executed in respect of any individual plot of land in relation to which the compulsory purchase order authorises such acquisition.</u>	
36.	Article 36, Application of the 1981 Act and modification of the 2017 Regulations	Update to reflect the reality of multiple undertakers requiring the exercise of acquisition and possession powers over land.	<u>(5) Section 4(1A) (execution of declaration following service of notice to treat) is omitted.</u>	G
37.	Article 36, Application of the 1981 Act and modification of the 2017 Regulations	Update to ensure definitions from within the 3.1 Draft DCO [Revision G] apply to the 1981 Act (as amended).	<u>(14) In section 2 (interpretation and construction) the following is inserted as a new paragraph (2A)–</u> <u>In this Act references to “UKOP”, “UKPN” and “the LTC undertaker” each have the meaning given by article 2 (interpretation) of the National Grid (Norwich to Tilbury) Order 20[xx].</u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
38.	Article 36, Application of the 1981 Act and modification of the 2017 Regulations	Amendments to paragraph numbering as a result of the additions of paragraphs (5) and (14) (Ref. 37 <u>36</u> and Ref. 38 <u>37</u> above)	(6) <u>(4)</u> In section 5(2)(a) (earliest date for execution of declaration), omit the words from “and this subsection” to the end. (7) <u>(5)</u> Section 5A(b) (time limit for general vesting declaration) is omitted. (8) <u>(6)</u> In section 5B(c) (extension of time limit during challenge)— (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118(d) of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)”; and (b) for “the applicable period for the purposes of section 5A” substitute “the seven year period mentioned in article 34 of the National Grid (Norwich to Tilbury) Order 20[xx]”. (9) <u>(7)</u> In section 6(1)(b)(e) (notices after execution of declaration) substitute— (b) on every other person who has given information to the acquiring authority with respect to any of that land further to the invitation published and served under section 134(f) (notice of authorisation of compulsory acquisition) of the Planning Act 2008. (10) <u>(8)</u> In section 7(1)(a)(g) (constructive notice to treat), omit “(as modified by section 4 of the Acquisition of Land Act 1981)”. (11) <u>(9)</u> In section 8 (vesting, and right to enter and take possession), after subsection (3) insert— (4) In this section, references to the acquiring authority include any statutory undertaker, local authority or the LTC undertaker referred to in section 4(1). (12) <u>(10)</u> In section 10(1) (acquiring authority’s liability arising on vesting of the land), after “vested in an acquiring authority” insert “or a statutory undertaker, local authority or the LTC undertaker.” (13) <u>(11)</u> In Schedule A1(h) (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute— (15) <u>(12)</u> References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 of the 2008 Act (application of compulsory acquisition provisions) and as modified by article 37 (application of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order. (16) <u>(13)</u> The Schedule to the 2017 Regulations is modified as follows.	G

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>(17)</u> (14) In paragraph (3) on Form 1, after “from the date on which the service of notices required by section 6 of the Act is completed” insert— (1A) The [insert land or rights or both] described in Part [] of the Schedule hereto as being for the benefit of third parties and more particularly delineated on the plan annexed hereto vests in the statutory undertaker, local authority or National Highways in question as from the end of the period of [insert period of three months or longer] from the date on which the service of notices required by section 6 of the Act is completed. <u>(18)</u> (15) References in Form 2 to “in themselves” is substituted with “in themselves and any identified third parties”. <u>(19)</u> (16) In paragraph (b) of the notes on use of Form 2— (a) after “Insert the name of the authority” insert “and where the context requires, insert a reference to third parties”; and (b) omit “Thereafter rely on that definition wherever “(b)” appears in the text.”	
39. Article 43, Special category land	Amendment to reflect change to definition.	(2) In this article— “Order rights” means the rights exercisable over the special category land by the undertaker under article 25 (compulsory acquisition of rights); and “special category land” means the land identified as forming part of a common, open space, or fuel or field allotment in the book of reference and marked as such on the plan entitled “special category land and Crown land plans”.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
40.	Article 49, Traffic regulation	Inclusion of text to clarify what each part of Schedule 13 relates to.	49.—(1) Subject to the provisions of this article, the undertaker may at any time for the purposes of the authorised development or for purposes ancillary to the construction or maintenance of the authorised development— (a) prohibit waiting of vehicles and regulate vehicular speed by imposing a speed restriction on vehicles in the manner specified in Part 1 (temporary restriction of waiting and restriction of speed) of Schedule 13 (traffic regulation orders) on a road specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule; (b) prohibit use of roads by through traffic and/or regulate the direction of vehicular movements in the manner specified in Part 2 (temporary restriction of access and restriction of movement) of Schedule 13 (traffic regulation orders) on the roads specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule; (c) prohibit overtaking in the manner specified in Part 3 (temporary no overtaking) of Schedule 13 (traffic regulation orders) on the roads specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule. (3) Subject to the provisions of this article, the undertaker may at any time for the purposes of the authorised development or for purposes ancillary to the construction, maintenance or operation of the authorised development implement permanent traffic regulation measures to prohibit waiting of vehicles and regulate vehicular speed by imposing a speed restriction on vehicles in the manner specified in Part 4 of (permanent restriction of waiting and restriction of speed) of Schedule 13 (traffic regulation orders) on a road specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule.	G
41.	Article 55 (Procedure regarding certain approvals etc.)	Consequential amendment to account for the county authorities being the discharging authority for Requirement 15 (employment and skills plan)	Procedure regarding certain approvals etc. 55.—(1) Where an application or request is submitted to a relevant planning authority, a relevant county planning authority, a highway authority, a street authority or the owner of a watercourse, sewer or drain for any consent, agreement or approval required or contemplated by any of the provisions of this Order such consent, agreement or approval, if given, must be given in writing and must not be unreasonably withheld or delayed; and in this paragraph references to the relevant planning authority and highway authority include where the DESNZ unit is treated as such for the purposes of a requirement.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
42.	Article 59, Amendment of local legislation	New text added at the request of the LTC undertaker to amend the A122 (Lower Thames Crossing) Development Consent Order 2025 to provide further flexibility to the LTC undertaker in connection with the compliance with its obligations relating to habitat works to account for the interaction between the two projects	<u>(7) Without prejudice to the generality of sub-paragraphs (4) to (6) of this paragraph and on the condition that development authorised by the 20[xx] Order is begun in the Interface Area, the undertaker is relieved of the following obligations under this Schedule:</u> <u>(a) nitrogen deposition habitat creation at the Hoford Road site, as outlined in the Outline Landscape and Ecology Management Plan to the extent that it falls within the Order limits of the 20[xx] Order;</u> <u>(b) the requirement at paragraph 6.9.5(c) of the Outline Landscape and Ecology Management Plan to provide a woodland connection between the existing woodland around the cement works and the woodland surrounding Orsett Golf Course in addition to the woodland mitigation planting along the Chadwell link;</u> <u>(c) the installation of a Bat Barn in the northern extent of the Hoford Road ancient woodland replacement site, as shown on Figure 2.4 of the Environmental Statement;</u> <u>(d) design principle PLA.05 relating to habitat connectivity, as set out in the Design Principles Document, insofar as it applies in or adjacent to the Interface Area;</u> <u>(e) design principle LSP.19 relating to ancient woodland compensation, as set out in the Design Principles Document, insofar as it applies in or adjacent to the Interface Area;</u> <u>(f) design principle S10.04 relating to screen planting, as set out in the Design Principles Document; and</u> <u>(g) design principle S10.14 relating to the retention of vista near representative viewpoint N-18 as set out in the Design Principles Document.</u> <u>(8) In sub-paragraph (7), “interface area” means land which falls within both the Order Limits of this Order and the Order Limits of the 20[xx] Order.</u>	G
43.	Article 63, Landscape compensation, offsetting and enhancement	Proposed Article on “blue pencil” basis which gives effect to Schedule 20 (Landscape compensation, offsetting and enhancement in specified locations) pursuant to footnote (see Ref.2).	<u>[Landscape compensation, offsetting and enhancement</u> <u>63. Schedule 20 (landscape compensation, offsetting and enhancement in relation to specified locations) has effect.](a)</u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			<u>(a) [The Applicant does not consider that the applicable legal and National Policy Statement (“NPS”) policy framework requires the provision of compensation, offsetting or enhancement for the residual landscape and visual effects of the authorised development. The Applicant set out its position to the Examining Authority at Issue Specific Hearing 4 and summarised this at paragraph 5.1(a) of 8.5.12 Applicant’s Written Summary of Oral Submissions and Response to Action Points for Issue Specific Hearing 4 [REP6-118]. Without prejudice to that position, the Applicant has progressed consideration of landscape compensation, offsetting and enhancement proposals with the relevant local authorities at certain locations as specified in Schedule [20] of this draft Order, given effect by this Article [63]. This Article [63] and Schedule [20] are therefore proposed on a “blue pencil” basis as a matter for the Secretary of State to determine whether they are required pursuant to the applicable legal and NPS policy framework. If the Secretary of State agrees with the Applicant’s position and concludes the contributions to be paid pursuant to Article [63] and Schedule [20] are not required by the applicable legal and NPS policy framework, the Applicant requests that Article [63] and Schedule [20] be deleted from the final form Order if it is made. Alternatively, if the Secretary concludes that the proposed Article is in accordance with the legal and policy framework, Article [63] and Schedule [20] should be retained in the Order and the square brackets removed. In either event, this footnote should be removed in any final made Order.]</u>	
44.	Schedule 1, Authorised Development	Minor correction to remove reference to works to the ZB line.	Work No. 18 — Tilbury North Substation Works as shown on Section H Sheets 4 and 5 of the works plans to construct and install a new substation to be known as the Tilbury North Substation to facilitate connections to the TB, and YYJ and ZB electric lines, including—	G
45.	Schedule 1, Authorised Development	Update for clarity that the temporary compounds are to be sited within the Order limits, as per Article 5 (limits of deviation).	Work No. 37 — Temporary construction compounds Works to construct temporary site compounds, <u>within the Order limits</u>, as part of the authorised development, which may include— Work No. 38 — Temporary construction compounds with batching plant Works to construct temporary site compounds, <u>within the Order limits</u>, as part of the authorised development, which may include— Work No. 39 — Temporary highway mitigation compounds Works to construct temporary site compounds associated with the highway mitigation works, <u>within the Order limits</u>, as part of the authorised development, which may include— Work No. 40 — Temporary construction compounds Works to construct temporary site compounds, <u>within the Order limits</u>, as part of the UKPN works, which may include—	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO						
46.	Schedule 2, (Plans) Parts 1, 3, 5-8 (inclusive)	The changes reflect the updates to the revision number of various plans listed in Schedule 2 (Plans) due to Scenarios 1, 4 and 6.	Various amendments to the revision number.	G						
47.	Schedule 2, (Plans) Part 1	Update to reflect errata	<table><tr><td>Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section B, Plan A1</td><td>AENC-MMAC-ENG-DWG-0084</td><td>B</td></tr></table>	Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section B, Plan A1	AENC-MMAC-ENG-DWG-0084	B	G			
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section B, Plan A1	AENC-MMAC-ENG-DWG-0084	B								
48.	Schedule 2, (Plans) Part 2	Updates to reflect inclusion of additional collection of design and layout plans.	PART 2 DESIGN AND LAYOUT PLANS (ELEVATIONS) Design and layout plans (elevations)	G						
49.	Schedule 2, (Plans) Part 2	Correction of typographical error to correct location name.	<table><tr><td>Indicative cable sealing end compound layout & elevations FairstedFairstead – EACN side Section E, Sheet 1 of 1</td><td>AENC-MMAC-ENG-DWG-0085-18</td><td>B</td></tr><tr><td>Indicative cable sealing end compound layout & elevations FairstedFairstead – Tilbury side Section E, Sheet 1 of 1</td><td>AENC-MMAC-ENG-DWG-0085-19</td><td>B</td></tr></table>	Indicative cable sealing end compound layout & elevations Fairsted Fairstead – EACN side Section E, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-18	B	Indicative cable sealing end compound layout & elevations Fairsted Fairstead – Tilbury side Section E, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-19	B	G
Indicative cable sealing end compound layout & elevations Fairsted Fairstead – EACN side Section E, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-18	B								
Indicative cable sealing end compound layout & elevations Fairsted Fairstead – Tilbury side Section E, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-19	B								
50.	Schedule 2, (Plans) Part 2	Inclusion of a plans referred to in the new definition (Ref. 3 in connection with Requirement 6 (design and layout plans) to secure pylon design.	Design and layout plans (pylons) <table><tr><td>Illustrative L12 series type pylon wireframe drawing - zones of influence, Sheet 1 of 7</td><td>AENC-LSTC-ENG-DWG-0004-2</td><td>A</td></tr><tr><td>Illustrative L6 series type pylon wireframe drawing – zones of influence, Sheet 2 of 7</td><td>AENC-LSTC-ENG-DWG-0004-2</td><td>A</td></tr></table>	Illustrative L12 series type pylon wireframe drawing - zones of influence, Sheet 1 of 7	AENC-LSTC-ENG-DWG-0004-2	A	Illustrative L6 series type pylon wireframe drawing – zones of influence, Sheet 2 of 7	AENC-LSTC-ENG-DWG-0004-2	A	G
Illustrative L12 series type pylon wireframe drawing - zones of influence, Sheet 1 of 7	AENC-LSTC-ENG-DWG-0004-2	A								
Illustrative L6 series type pylon wireframe drawing – zones of influence, Sheet 2 of 7	AENC-LSTC-ENG-DWG-0004-2	A								

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>Illustrative full line tension gantry, Sheet 3 of 7</u>	<u>AENC-LSTC-ENG-DWG-0004-2</u>	<u>A</u>
		<u>Illustrative L13 low height series type pylon wireframe drawing, Sheet 4 of 7</u>	<u>AENC-LSTC-ENG-DWG-0004-2</u>	<u>A</u>
		<u>Illustrative low duty gantry wireframe drawing, Sheet 5 of 7</u>	<u>AENC-LSTC-ENG-DWG-0004-2</u>	<u>A</u>
		<u>Illustrative L2 series type pylons wireframe drawing – zones of influence, Sheet 6 of 7</u>	<u>AENC-LSTC-ENG-DWG-0004-2</u>	<u>A</u>
		<u>Illustrative L8(c) series type pylon wireframe drawing – zones of influence, Sheet 7 of 7</u>	<u>AENC-LSTC-ENG-DWG-0004-2</u>	<u>A</u>

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO																																										
51.	Schedule 2, Plans) Part 4	Correction of drawing reference number.	PART 4 OPEN ACCESS LAND PLANS <table><thead><tr><th>Drawing Title</th><th>Drawing Number</th><th>Revision</th></tr></thead><tbody><tr><td>Open Access Land Plan Key Plan Section A, Sheet 1 of 1</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Section A, Sheet 1</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Section A, Sheet 13</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Key Plan Section B, Sheet 1 of 1</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Section B, Sheet 1</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Section B, Sheet 2</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Section B, Sheet 3</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Section B, Sheet 4</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Section B, Sheet 7</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Key Plan Section E, Sheet 1 of 1</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Section E, Sheet 3</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Key Plan Section F, Sheet 1 of 1</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr><tr><td>Open Access Land Plan Section F, Sheet 10</td><td>AEMC-MMAC-ENG-DWGAENC-MMA C-ENG-DWG-0166</td><td>A</td></tr></tbody></table>	Drawing Title	Drawing Number	Revision	Open Access Land Plan Key Plan Section A, Sheet 1 of 1	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Section A, Sheet 1	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Section A, Sheet 13	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Key Plan Section B, Sheet 1 of 1	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Section B, Sheet 1	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Section B, Sheet 2	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Section B, Sheet 3	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Section B, Sheet 4	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Section B, Sheet 7	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Key Plan Section E, Sheet 1 of 1	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Section E, Sheet 3	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Key Plan Section F, Sheet 1 of 1	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	Open Access Land Plan Section F, Sheet 10	AEMC-MMAC-ENG-DWG AENC-MMA C-ENG-DWG-0166	A	G
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52.	Schedule 2, Plans) Part 5	Amendment to reflect change to definition (see Ref.9).	PART 5 SPECIAL CATEGORY LAND AND CROWN LAND PLANS	G																																										

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			This correction has been made throughout Part 5. To ensure this schedule is kept as legible as possible, no further instances of this change are repeated in this Table 2.6.	
53.	Schedule 2, Plans) Part 5	Updated to include plan previously omitted in error	Special Category and Crown Land Plan Section G, Sheet 6 AENC-TQST-LAN-DWG-0001 F	G
54.	Schedule 2, Plans) Part 5	Correction of typographical error.	Special Category Land and Crown Land Plan Section GH , Sheet 7 AENC-TQST-LAN-DWG-0001 EF	G
55.	Schedule 3, Requirements (Paragraph 1)	Inclusion of new definitions connected to Requirement 14 (Control of noise during operational stage)	“proposed Five Estuaries substation” means the onshore substation proposed to be constructed under Work No. 15B of the Five Estuaries Offshore Wind Farm Order 2025; “proposed North Falls substation” means the onshore substation proposed to be constructed under Work No. 11 of the North Falls Offshore Wind Farm Order 2026;	G
56.	Schedule 3, Requirements (Paragraph 1(6))	Update to the DESNZ drafting to account for the relevant county planning authorities being the decision making bodies for Requirement 15 (Employment and Skills Plan)	(5) Unless otherwise provided in this Order, where a requirement relates to a specific site, work or stage and it specifies “commencement of development”, it refers to the commencement of development on that site or in relation to that work or stage only. (6) From the date of receipt by the undertaker of written notice from the Secretary of State that the DESNZ unit has been established, for the purposes of each requirement in this Schedule or any document referred to in any such requirement, the “relevant planning authority” (and in paragraph 7(3) of this Schedule the “relevant highway authority”) means either— (a) the DESNZ unit; or (b) the body that would otherwise have been the “relevant planning authority” for the purposes of that definition in article 2 (interpretation) and (i) in paragraph 7(3) of this Schedule the body that would otherwise have been the “relevant highway authority” for the purposes of that definition in article 2 (interpretation) if not for the establishment of the DESNZ unit; (ii) in paragraph 15 of this Schedule the body that would otherwise have been the “relevant county planning authority” for the purposes of that definition in article 2 (interpretation) if not for the establishment of the DESNZ unit; in each case as identified by the undertaker pursuant to paragraph 1(1) of Schedule 4 (discharge of requirements).	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
57.	Schedule 3, Requirements (Paragraph 5)	Text re-arranged to aid understanding following comments from relevant planning authorities.	<u>(2) Before any detailed written scheme of investigation (excluding any written scheme of investigation required under paragraph (1)) is submitted for approval under paragraph (3), the undertaker must carry out archaeological evaluation works in accordance with the written scheme of investigation approved under paragraph (1), unless otherwise agreed with the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.</u> (3) (2) Subject to paragraph (3), no No stage of the authorised development may commence until detailed written schemes of investigation of areas of archaeological interest relevant to that stage (if any), which may include a preservation in situ management plan if relevant, as identified within the outline archaeological mitigation strategy and outline written scheme of investigation or identified through evaluation work as set out in the outline archaeological mitigation strategy and outline written scheme of investigation, has been submitted to and approved by the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England. (3) Before any detailed written scheme of investigation (excluding any written scheme of investigation required under paragraph (1)) is submitted for approval under paragraph (2), the undertaker must carry out archaeological evaluation works in accordance with the written scheme of investigation approved under paragraph (1), unless otherwise agreed with the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.	G
58.	Schedule 3, Requirements (Paragraph 5)	Updates for consistency with (6)(a) and to provide greater certainty.	(6) Unless otherwise agreed with the relevant planning authority— (a) no later than one year following the completion of the fieldwork specified in each detailed written scheme of investigation, a site-specific post excavation assessment for that site must be completed in accordance with the detailed written scheme of investigation and submitted to the relevant planning authority for approval; (b) no later than two years<u>one year</u> following the approval of the final site-specific post excavation assessment, an archaeological updated project design must be submitted to, and approved by, the relevant planning authority following consultation with the county planning authority's archaeological or historic environment service or, if relevant, Historic England and the archaeological updated project design must be in general accordance with the outline archaeological mitigation strategy and outline written schemes of investigation and set out scope for full post-excavation analysis and publication and have regard to the site-specific research agendas set out in the detailed written schemes of investigation;	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
59.	Schedule 3, Requirements (Paragraph 5)	Update to ensure that any pre-commencement archaeological mitigation is carried out in accordance with the relevant DWSIs for mitigation areas.	(7) All pre-commencement operations must be carried out in accordance with the outline archaeological mitigation strategy and outline written scheme of investigation, <u>and any pre-commencement operations comprising archaeological mitigation must be carried out in accordance with the detailed written schemes of investigation for mitigation areas</u> , unless otherwise agreed with the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.	G
60.	Schedule 3, Requirements (Paragraph 7)	Minor formatting correction	7. Construction hours (1) Subject to sub-paragraphs (2) to (5) work may only take place between the hours of 07.00 <u>0700</u> and 19.00 <u>1900</u> Monday to Friday and 07.00 <u>0700</u> and 17.00 <u>1700</u> on Saturdays, Sundays, bank holidays and other public holidays (the core working hours), unless otherwise approved by the relevant planning authority.	G
61.	Schedule 3, Requirements (Paragraph 9)	Update to provide for the approval of the off site planting delivery scheme for the relevant stage.	(8) No stage of the authorised development shall be brought into operational use until the off site planting delivery scheme for that stage has been submitted to, <u>and approved by</u> , the relevant planning authority for that stage.	G
62.	Schedule 3, Requirements (Paragraph 11)	Update to clarify the timings within which the undertaker must secure any identified onsite shortfall through the purchase of biodiversity units	(4) The <u>Within 18 months of the date on which the construction period ends for the authorised development, the undertaker must secure the delivery of any identified onsite shortfall across the Order land in accordance with the</u> biodiversity offsetting scheme will be implemented by the undertaker acquiring biodiversity units from third party landowners who have entered into legal agreements with the relevant planning authority or responsible body (as applicable) to secure their land for the purposes of biodiversity net gain for a minimum period of 30 years and will identify proposed timings for the securing of offsite biodiversity enhancements.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
63.	Schedule 3, Requirements (Paragraph 12)	Correction to remove duplication	(6) Notwithstanding the definition of “building” in article 2 (interpretation), for the purposes of this requirement, “permanent building” means the following: (a) the gas insulated switchgear building at Bramford Substation; (b) the northern and southern extension to the gas insulated switchgear building at Bramford Substation; (c) the central control building at the East Anglia Connection Node Substation; (d) the amenities building at the East Anglia Connection Node Substation; (e) the dynamic reactive compensator buildings at East Anglia Connection Node Substation; (f) the gas insulated switchgear building and gas insulated hall annexe at Tilbury North Substation; (g) the portable relay rooms at Bramford Substation and the East Anglia Connection Node Substation; <u>(g)</u> (h) the distribution network operator buildings at the East Anglia Connection Node Substation and Tilbury North Substation; <u>(h)</u> (i) the portable relay rooms at Bramford Substation and the East Anglia Connection Node Substation; and <u>(i)</u> (j) any acoustic enclosures at Bramford Substation, the East Anglia Connection Node Substation and Tilbury North Substation,	G
64.	Schedule 3, Requirements (Paragraph 14)	Update to provide details of the contents of the protocol.	(3) Prior to commencement of operation of Work No. 8 (East Anglia Connection Node Substation), a noise investigation protocol must be submitted to and approved by the relevant planning authority. <u>The protocol must set out a process for the investigation of cumulative operational noise from the proposed North Falls substation and the proposed Five Estuaries substation as and when one or both becomes operational.</u>	G
65.	Schedule 3, Requirements (Paragraph 14)	Update to ensure adequate monitoring and mitigation in the event of noise rating levels are exceeded.	<u>(4) Within 12 months of Work No. 8 (East Anglia Connection Node Substation) coming into operational use, the undertaker must carry out noise evaluations at the noise sensitive locations listed in paragraphs (1)(a), (1)(b) and (1)(c). If the noise rating levels are found to be exceeded, the undertaker must provide details of further noise monitoring and mitigation to be agreed in writing by the relevant planning authority.</u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
66.	Schedule 3, Requirements (Paragraph 14)	Minor clarification that any successor to BS 4142:2014+A1:2019 would be applicable	(5) (4) The determination of L_A,15minutes must be in accordance with BS 4142:2014+A1:2019 <u>(or any successor to it)</u>. The reference method set out in Annex D to BS 4142:2014+A1:2019 (or any successor thereto <u>to it</u>) must be used to determine and demonstrate the applicable tonal penalty, where the maximum +6 dB rating penalty has not been applied. The noise investigation protocol must identify— (a) the required meteorological and other conditions under which the measurements will be taken, acknowledging that data obtained during emergency operation or testing of certain plant and equipment is not to be taken into account, and (b) suitable monitoring locations (and alternative locations if appropriate). <u>(6) (5)</u> For the purposes of this requirement, “standard operation” means the ordinary operation of the substations excluding emergency operation and the testing of plant and equipment associated with emergency operation.	G
67.	Schedule 3, Requirements (Paragraph 15)	Update following Rule 17 letter to provide for the approval by the relevant authorities of the Employment and Skills Plan.	15. Employment and Skills Plan (1) The authorised development may not commence until an employment and skills plan (which must be substantially in accordance with the outline employment and skills plan) has been submitted to <u>and approved by</u> the relevant county planning authority and Thurrock Council. (2) The authorised development must be carried out in general accordance with any employment and skills plan submitted <u>approved</u> further to sub-paragraph (1) unless otherwise agreed with the relevant county planning authority and Thurrock Council.	G
68.	Schedule 3, Requirements (Paragraph 18)	Update following engagement with the DIO	18. East 2 Wide Area Multilateration (WAM) Network Technicals Sites Safeguarding (Honington to Mendlesham WAM Microwave Link)	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			Notwithstanding the details shown on Section B Sheet 8 of the works plans, the table of parameters in relation to Work No. 2 (overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation) and the limits of deviation in article 5(1) (limits of deviation), no pylons, overhead transmission electric lines, conductors, insulators, fibre optic conductors which exceed a height of 126 metres above ordnance datum shall be erected within, or occupy, the area bounded by the following grid references: 608509, 265852 608609, 265807 608609, 265790 608509, 265835₇ provided that these <u>These</u> restrictions do not apply in the 50 year return period extreme wind load event in accordance with BS EN 50341-1-2012 (as modified by BS EN 50341-2-9 2017) and National Grid Technical Specification 2.04.	
69.	Schedule 3, Requirements (Paragraph 19)	Update following engagement with the DIO	19. East 2 Wide Area Multilateration (WAM) Network Technicals Sites Safeguarding (Mendlesham to Wattisham WAM Microwave Link) Notwithstanding the details shown on Section B Sheet 11 of the works plans, the table of parameters in relation to Work No. 2 (overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation) and the limits of deviation in article 5 (limits of deviation), no pylons, overhead transmission electric lines, conductors and insulators which exceed a height of 103 metres above ordnance datum shall be erected within, or occupy, the area bounded by grid references: 608497, 259676 608484, 259636 608342, 259467 608336, 259485₇ provided that these <u>These</u> restrictions do not apply in the 50 year return period extreme wind load event in accordance with BS EN 50341-1-2012 (as modified by BS EN 50341-2-9 2017) and National Grid Technical Specification 2.04.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
70.	Schedule 4, Discharge of Requirements	Update to the DESNZ drafting to account for the relevant county planning authorities being the decision making bodies for Requirement 15 (Employment and Skills Plan)	<i>Applications made under requirements</i> 1. (1) Where notice has been received by the undertaker pursuant to paragraph 1(6) of Schedule 3 (requirements)— (a) the undertaker may make an application for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement) or any document referred to in any requirement to either, at the undertaker's discretion— (i) the DESNZ unit as if it were the relevant planning authority for the purposes of the requirement in question (or in paragraph 7(3) of the "relevant highway authority"); or (ii) the body that would otherwise have been the relevant planning authority as defined in article 2 (interpretation) and— <u>(aa) in paragraph 7(3) of Schedule 3 the body that would otherwise have been the "relevant highway authority" as defined in article 2 (interpretation);</u> if not for the establishment of the DESNZ unit; and <u>(bb) in paragraph 15 of Schedule 3 the body that would otherwise have been the "relevant county planning authority" as defined in article 2 (interpretation) if not for the establishment of the DESNZ unit; and</u>	G
71.	Schedule 4, Discharge of Requirements	Update for consistency with paragraph 1(1) of Schedule 4 and article 55 (procedure regarding certain approvals etc.)	(3) Where an application has been made to a relevant authority for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement) <u>or any document referred to in any requirement</u>, the relevant authority must give notice to the undertaker of its decision on the application within a period of 25 business days beginning with— (a) where no further information is requested under paragraph 2, the day immediately following that on which the application is received by the authority; (b) where further information is requested under paragraph 2, the day immediately following that on which further information has been supplied by the undertaker; or (c) such longer period as may be agreed in writing by the undertaker and the relevant authority.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO						
72.	Schedule 4, Discharge of Requirements	Update for consistency with paragraph 1(1) of Schedule 4 and article 55 (procedure regarding certain approvals etc.)	(5) Where— (a) an application has been made to the relevant authority for any consent, agreement or approval required by a requirement <u>(or any document referred to in any requirement)</u> included in this Order; (b) the relevant authority does not determine such application within the period set out in sub-paragraph (3); and (c) the application is accompanied by a report that considers it likely that the subject matter of the application is to give rise to any materially new or materially different environmental effects to those identified in the environmental statement, then the application is taken to have been refused by the relevant authority at the end of that period.	G						
73.	Schedule 5, Streets Subject to Street Works	Correction of typographical error to remove unnecessary capitalisations.	SCHEDULE 5 Article 11 STREETS SUBJECT TO STREET WORKS <table><tr><td>(1)</td><td>(2)</td><td>(3)</td></tr><tr><td>Authority</td><td>Street subject to Street-Works<u>street works</u></td><td>Access, Rights of Way and Public Rights of Navigation Plans Reference<u>Access, rights of way and public rights of navigation plans reference</u></td></tr></table> This correction has been made throughout Schedule 5. To ensure this schedule is kept as legible as possible, no further instances of this change are repeated in this Table 2.6.	(1)	(2)	(3)	Authority	Street subject to Street-Works <u>street works</u>	Access, Rights of Way and Public Rights of Navigation Plans Reference <u>Access, rights of way and public rights of navigation plans reference</u>	G
(1)	(2)	(3)								
Authority	Street subject to Street-Works <u>street works</u>	Access, Rights of Way and Public Rights of Navigation Plans Reference <u>Access, rights of way and public rights of navigation plans reference</u>								
74.	Schedule 5, Streets Subject to Street Works	Correction of street name.	<table><tr><td>Norfolk County Council</td><td>B1135 Fundenhall Road</td><td>Section A, Sheet 5</td></tr></table>	Norfolk County Council	B1135 Fundenhall Road	Section A, Sheet 5	G			
Norfolk County Council	B1135 Fundenhall Road	Section A, Sheet 5								

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
75.	Schedule 6, Streets Subject to Alteration of Layout	Correction of typographical error to remove unnecessary capitalisations.	(1) Street subject to Alteration-of-Layout<u>alteration of layout</u> (2) Description of Alteration-of-Layout<u>alteration of layout</u> as shown on the Access, Rights-of-Way and Public Rights-of-Navigation Plans<u>access, rights of way and public rights of navigation plans</u> (1) Street subject to alteration of layout (2) Description of alteration of layout as shown on the Access, Rights-of-Way and Public Rights-of-Navigation Plans<u>access, rights of way and public rights of navigation plans</u> Both corrections have been made throughout Schedule 6. To ensure this schedule is kept as legible as possible, no further instances of these changes are repeated in this Table 2.6.	G
76.	Schedule 6, Streets Subject to Alteration of Layout, Part 2	Update to reflect scenarios decisions	Wick Lane At access points TB-B013 and TB-B014 (as shown on Section C, Sheet 18), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.	G
77.	Schedule 6, Streets Subject to Alteration of Layout, Part 2	Update to reflect scenarios decisions	Old Ipswich Road At access point TB-B015<u>FTG-B001</u> (as shown on Section C, Sheet 18), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.	G
78.	Schedule 6, Streets Subject to Alteration of Layout, Part 2	Update to reflect scenarios decisions	<u>Newney Green</u> <u>At access points ARU-B001 and ARU-B002 (as shown on Section F, Sheet 8), a temporary bellmouth crossing and access will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.</u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made				Version of dDCO
79.	Schedule 7, Streets or Public Rights of Way to be Permanently Stopped Up	Correction of typographical error to remove unnecessary capitalisations.	(1) <i>Area</i>	(2) <i>Street or Public Right of Way <u>public right of way</u> to be permanently stopped up</i>	(3) <i>Extent of permanent stopping up as shown on the Aceess, Rights of Way and Public Rights of Navigation Plans <u>access, rights of way and public rights of navigation plans</u></i>	(4) <i>New street or Public Right of Way <u>public right of way</u> to be substituted as shown on the Aceess, Rights of Way and Public Rights of Navigation Plans <u>access, rights of way and public rights of navigation plans</u></i>	G
This correction has been made throughout Schedule 7. To ensure this schedule is kept as legible as possible, no further instances of this change are repeated in this Table 2.6.							
80.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed	Correction of typographical error to remove unnecessary capitalisations.	(1) <i>Area</i>	(2) <i>Street or Public Right of Way <u>public right of way</u> to be temporarily closed</i>	(3) <i>Extent of temporary closure as shown on the Aceess, Rights of Way and Public Rights of Navigation Plans <u>access, rights of way and public rights of navigation plans</u></i>	(4) <i>Temporary diversion as shown on the Aceess, Rights of Way and Public Rights of Navigation Plans <u>access, rights of way and public rights of navigation plans</u></i>	G
This correction has been made throughout Schedule 8. To ensure this schedule is kept as legible as possible, no further instances of this change are repeated in this Table 2.6.							
81.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Update to reflect errata.	<u>Norfolk County Council</u>	<u>B1113 Norwich Road</u>	<u>Between points SM-A-012 and SM-A-013 as shown on Section A, Sheet 4.</u>	<u>Diversion route via lines SMD-A-015 and SMD-A-020 as shown on Section A, Plan B.</u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made				Version of dDCO
82.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Correction of typographical error.	Norfolk County Council	Wymondham Road	Between points SM-A-011 and SM-A-013 as shown on Section A, Sheet 4.	Diversion route via lines SMD-A-015 SMD-A-015 and SMD-A-021 as shown on Section A, Plan B.	G
83.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Update to reflect errata.	Norfolk County Council	Hapton Road/ B1135 Fundenhall Road	Between points SM-A-016 and SM-A-017 as shown on Section A, Sheet 5.	Diversion route via lines SMD-A-024, SMD-A-025, SMD-A-026 and SMD-A-022 as shown on Section A, Plan B.	G
84.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Update to reflect errata.	Norfolk County Council	Cheney's Lane	Between points SM-A-020 and SM-A-021 as shown on Section A, Sheet 6.	Diversion route via lines SMD-A-031, SMD-A-032, SMD-A-033 , SMD-A-034 and SMD-A-035 as shown on Section A, Plan C.	G
85.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Update to reflect errata.	Suffolk County Council	Mill Lane	Between points SM-B-039 and SM-B-040 as shown on Section B, Sheet 12.	Diversion route via lines SMD-B-059, SMD-B-062, SMD-B-071, SMD-B-081, SMD-B-070, SMD-B-060, SMD-B-061, SMD-B-058, SMD-B-054 053 , SMD-B-053 054 and SMD-B-056 as shown on Section B, Plans G and J.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made				Version of dDCO
86.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Update to reflect errata.	Suffolk County Council / National Highways	A12 Ipswich Road Northbound	Between points SM-C-048 and SM-C-029 as shown on Section C, Sheets 11 and 18 and Section C, Plan C.	Northbound: Diversion route via lines SMD-C-054, SMD-C-051, SMD-C-048, SMD-C-041, and SMW-C <u>SMD-C-035</u> as shown on Section C, Plan C.	G
87.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Update to reflect errata.	Essex County Council	Malting Farm Lane	Between points SM-C-050 and SM-C-052 as shown on Section C, Sheet 12.	Diversion route via lines SMD-C-061, SMD-C- 066-068 , SMD-C-064 and SMD-C-062 as shown on Section C, Plan D.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made			Version of dDCO
88.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Update to reflect scenario decisions.	Essex County Council	Bentley Road	Between points SM-C-071 and SM-C-073 as shown on Section C, Sheet 16.	G
						<u>Diversion route via lines:</u> <u>Clockwise:</u> <u>SMD-C-087,</u> <u>SMD-C-098,</u> <u>SMD-C-099,</u> <u>SMD-C-100,</u> <u>SMD-C-091,</u> <u>SMD-C-096,</u> <u>SMD-C-093,</u> <u>SMD-C-094,</u> <u>SMD-C-092,</u> <u>SMD-C-088,</u> <u>SMD-C-085,</u> <u>SMD-C-082,</u> <u>SMD-C-083,</u> <u>SMD-C-079 and</u> <u>SMD-C-081 as shown</u> <u>on Section C, Plans D</u> <u>and E.</u> <u>Anticlockwise:</u> <u>Diversion lines via-</u> <u>SMD-C-081,</u> <u>SMD-C-079,</u> <u>SMD-C-083,</u> <u>SMD-C-082,</u> <u>SMD-C-085,</u> <u>SMD-C-088,</u> <u>SMD-C-092,</u> <u>SMD-C-094,</u> <u>SMD-C-093,</u> <u>SMD-C-095-096,</u> <u>SMD-C-091,</u> <u>SMD-C-097 and</u> <u>SMD-C-090-087</u> as shown on Section C, Plans D and E.

Ref.	dDCO Ref.	Rationale for the Change	Change Made				Version of dDCO
89.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Update to reflect scenario decisions.	Essex County Council	Bentley Road	Between points SM-C-073 and SM-C-074 as shown on Section C, Sheet 16.	<u>Diversion route via lines</u> <u>Clockwise:</u> <u>SMD-C-098,</u> <u>SMD-C-099,</u> <u>SMD-C-100,</u> <u>SMD-C-091,</u> <u>SMD-C-096,</u> <u>SMD-C-093,</u> <u>SMD-C-094,</u> <u>SMD-C-092,</u> <u>SMD-C-089,</u> <u>SMD-C-086 and</u> <u>SMD-C-098 as shown</u> <u>on Section C, Plans D</u> <u>and E.</u> <u>Anticlockwise:</u> <u>Diversion route via</u> <u>lines SMD-C-090-084,</u> <u>SMD-C-095,-086,</u> <u>SMD-C-089,</u> <u>SMD-C-092,</u> <u>SMD-C-094,</u> <u>SMD-C-093,</u> <u>SMD-C-096,</u> <u>SMD-C-091 and</u> <u>SMD-C-097 as shown</u> <u>on Section C,</u> <u>PlanPlans D and E.</u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made				Version of dDCO
90.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Update to reflect scenario decisions.	Essex County Council / National Highways	A120 northbound merge	Between points SM-C-074 and SM-C-076 as shown on Section C, Sheet 16.	Diversion route via lines SMD-C-087, SMD-C- 090-081 , SMD-C- 095-079 , SMD-C-083 , SMD-C-082 , SMD-C-085 , SMD-C-088 , SMD-C-092 , SMD-C-094 , SMD-C-093 , SMD-C-096, SMD-C-091 and SMD-C-097 as shown on Section C, Plan E.	G
91.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 1	Update to reflect scenario decisions.	Essex County Council / National Highways	A120 northbound diverge	Between points SM-C-074 and SM-C-075 as shown on Section C, Sheet 16.	Diversion route via lines SMD-C- 098 , SMD-C-099 , SMD-C-100 , SMD-C-091 , SMD-C-096, SMD-C- 095-093 , SMD-C- 090-094 , SMD-C-092 , SMD-C-086 , SMD-C-084 and SMD-C-087 as shown on Section C, Plan Plans D and E .	G
92.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 2	Correction of county area to reflect errata.	Thurrock Essex County Council	Lower Dunton Road	Between points SM-G-022 and SM-G-023 as shown on Section G, Sheet 6.	G	

Ref.	dDCO Ref.	Rationale for the Change	Change Made				Version of dDCO
93.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 2	Update to reflect scenario decisions.	Essex County Council	Little Waltham 8	Between points E-FP-90.2 and E-FP-90.3 as shown on Section F, Sheet 2	Diversion route between points E-FP-90.2 and E-FP-90.3 via lines E-FP-90-D1 as shown on Section F, Sheet 2	G
94.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 2	Update to reflect scenario decisions.	Essex	Great And Little Leighs 45	Between points E-FP-87.2 and E-FP-87.3 as shown on Section F, Sheet 2		G
95.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 2	Update to reflect scenario decisions.	Essex	Great And Little Leighs 52	Between points E-FP-88.1 and E-FP-88.2 <u>and between points E-FP-88.3 and E-FP-88.4</u> as shown on Section F, Sheet 2		G
96.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 2	Update to reflect scenario decisions.	Essex	Little Waltham 8	Between points E-FP-90.1 and E-FP-90.2 <u>and between points E-FP-90.3 and E-FP-90.4</u> as shown on Section F, Sheet 2		G

Ref.	dDCO Ref.	Rationale for the Change	Change Made			Version of dDCO
97.	Schedule 8, Streets or Public Rights of Way to be Temporarily Closed, Part 2	Correction to plan references	Thurrock Council	Footpath 91	Between points T-FP-2.1 and T-FP-2.2 and between points T-FP-2.3 and T-FP-2.4 and between points T-FP-2.5 and T-FP-2.6 and between points T-FP-2.7 and T-FP-2.8 as shown on Section H, Sheets 1, <u>1B</u> and 2	G
98.	Schedule 9, Access to Works	Correction of typographical error to remove unnecessary capitalisations.	(1) <i>Street</i>	(2) <i>Access to works reference</i>	(3) <i>Aceess, Rights of Way and Public Rights of Navigation Plans Reference</i> <u><i>Access, rights of way and public rights of navigation plans reference</i></u>	G
			(1) <i>Street</i>	(2) <i>Access to works reference</i>	(3) <i>Plan Reference</i> <u><i>reference as shown on the Access, Rights of Way and Public Rights of Navigation Plans</i></u> <u><i>access, rights of way and public rights of navigation plans</i></u>	
Both corrections have been made throughout Schedule 9. To ensure this schedule is kept as legible as possible, no further instances of these changes are repeated in this Table 2.6.						
99.	Schedule 9, Access to Works	Update to reflect scenario decisions.	<i>Wick Lane</i> <u><i>Old Ipswich Road</i></u>	<i>TB-B013 and TB-B014</i> <u><i>FTG-B001</i></u>	Section C, Sheet 18	G
			<i>Old Ipswich Road</i>	<i>TB-B015</i>	<i>Section C, Sheet 18</i>	
100.	Schedule 9, Access to Works	Update to reflect scenario decisions.	<u><i>Newney Green</i></u>	<u><i>ARU-B001 and ARU-B002</i></u>	<u><i>Section F, Sheet 8</i></u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO		
101.	Schedule 11, Land of which Temporary Possession may be taken	Updates to reflect changes to land parcels or classes of rights that emanated from ongoing land referencing and newly received information. Section C correction following erroneous removal at Deadline 6. Updates to reflect that plots have been added to the book of reference following land referencing data refresh.	Amendments to Section C: C-2/2, C-2/5, C-2/7, C-2/13, C-2/14, C-2/15, C-2/16, C-2/23, C-2/24, C-2/26, C-2/27, C-2/28, C-2/29, C-2/40, C-2/48, C-2/53, C-2/59, C-2/61, C-2/62, C-2/64, C-2/65, C-2/66, C-2/67, C-2/68, C-2/70, C-2/71, C-2/74, C-2/75, C-2/77, C-2/78, C-2/81, C-2/84, C-2/85, C-2/86, C-2/87, C-2/89, C-2/92, C-2/93, C-2/94, C-2/96, C-2/97, C-2/99, C-2/100, C-2/101, C-2/103, C-2/105, C-2/106, C-2/107, C-2/108, C-2/109, C-2/110, C-2/111, C-2/112, C-2/113, C-2/115, C-2/116, C-2/117, C-2/119, C-2/122, C-2/123, C-2/125, C-2/126, C-2/132, C-2/134, C-2/136, C-2/138, C-2/139, C-2/140 Amendments to Section H: H-7/16, H-7/17, H-7/22, H-7/28, H-7/44a, H-7/55, H-7/56, H-7/64, H-7/73, H-7/88, H-7/94, H-7/104, H-7/128, H-7/130, H-7/131, H-7/134, H-7/140, H-7/141, H-7/150, H-7/165, H-7/167 Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure Work No. 5 Work No. 28 Work No. 29 Work No. 30 Work No. 40	G		
102.	Schedule 12, Extinguishment of Private Rights and	Section C correction following erroneous removal at Deadline 6.	<table><tr><td>District of Babergh</td><td>C-2/2, C-2/5, C-2/7, C-2/24, C-2/26, C-2/27, C-2/62, C-2/66, C-2/92, C-2/94, C-2/99, C-2/100, C-2/101, C-2/103, C-2/105, C-2/106, C-2/107, C-2/119, C-2/122, C-2/123</td></tr></table>	District of Babergh	C-2/2, C-2/5, C-2/7, C-2/24, C-2/26, C-2/27, C-2/62, C-2/66, C-2/92, C-2/94, C-2/99, C-2/100, C-2/101, C-2/103, C-2/105, C-2/106, C-2/107, C-2/119, C-2/122, C-2/123	G
District of Babergh	C-2/2, C-2/5, C-2/7, C-2/24, C-2/26, C-2/27, C-2/62, C-2/66, C-2/92, C-2/94, C-2/99, C-2/100, C-2/101, C-2/103, C-2/105, C-2/106, C-2/107, C-2/119, C-2/122, C-2/123					

Ref.	dDCO Ref.	Rationale for the Change	Change Made				Version of dDCO
		Restrictive Covenants Relating to Apparatus Belonging to National Grid or UKPN Removed from Land Subject to Temporary Possession					
103.	Schedule 13, Traffic Regulation Orders	Correction of typographical error to remove unnecessary capitalisations.	(1) <i>Area</i>	(2) <i>Road</i>	(3) <i>Extent as shown on the</i> <i>Traffic Regulation Order</i> <i>Plan</i> <u><i>traffic regulation order plans</i></u>	(4) <i>Note</i>	G
This correction has been made throughout Schedule 13. To ensure this schedule is kept as legible as possible, no further instances of this change are repeated in this Table 2.6.							
104.	Schedule 13, Traffic Regulation Orders, Part 1	Update to reflect errata.	Norfolk County Council	Hapton Road /B1135- Fundenhall Road	Between points TR-A-017 and TR-A-018 as shown on Section A, Sheet 5.	Speed limit to be restricted to 50mph.	G
105.	Schedule 13, Traffic Regulation Orders, Part 1	Update to reflect errata.	Suffolk County Council	Bullen Lane	Between points TR-B-063 and TR-B-064 as shown on Section B, Sheets 20 and 21.	Speed limit to be restricted to 30mph. <u>No waiting restriction</u> <u>7:00am to 7:00pm</u> <u>Monday to Sunday.</u>	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made				Version of dDCO
106.	Schedule 13, Traffic Regulation Orders, Part 1	Update to reflect errata.	Essex County Council	Old Ipswich Road	Between points TR-C-054 and TR-C-075 as shown on Section C, Sheet 18.	Speed limit to be restricted to 40mph.	G
107.	Schedule 13, Traffic Regulation Orders, Part 1	Update to reflect errata.	Essex County Council / National Highways	A120 Colchester Road, Coggeshall	Between points TR-E- 002 and TR-D-003 and TR-E-004 as shown on Section E, Sheet 1.	Suspension of parking within layby. No waiting restriction 7:00am to 7:00pm Monday to Sunday.	G
108.	Schedule 13, Traffic Regulation Orders, Part 1	Update to reflect errata.	Essex County Council	Spinks Lane	Between points TR-E-022 and TR-E-023 as shown on Section E, Sheet 8A.	No waiting restriction 7:00am to 7:00pm Monday to Sunday.	G
			Essex County Council	Highfields Road	Between points TR-E-023 and TR-E-024 as shown on Section E, Sheet 8A.	No waiting restriction 7:00am to 7:00pm Monday to Sunday.	
109.	Schedule 13, Traffic Regulation Orders, Part 2	Update to reflect errata.	Norfolk County Council	Hapton Road / B1135 Fundenhall Road	Between points TR-A-017 and TR-A-018 as shown on Section A, Sheet 5.	Prohibition of vehicular access.	G
110.	Schedule 13, Traffic Regulation Orders, Part 2	Update to reflect errata.	Suffolk County Council	B1070 Hadleigh Road	Between points TR-C-021 and TR-C-022 as shown on Section C, Sheet 8.	Prohibition of vehicular access.	G
111.	Schedule 13, Traffic Regulation Orders, Part 2	Updates to reflect errata.	Essex County Council	A137 Harwich Road	Between points TR-C-051 and TR-C-055 as shown on Section C, Sheet 13.	Prohibition of vehicular access.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			Essex County Council Old Ipswich Road Between points TR-C-054 and TR-C-057 as shown on Section C, Sheet 18. Prohibition of vehicular access.	
			Essex County Council Turnpike Close Between points TR-D-001 and TR-D-002 as shown on Section D, Sheet 1. Prohibition of vehicular access.	
			Essex County Council A134 The Causeway Between points TR-D-008 and TR-D-009 as shown on Section D, Sheet 3. Prohibition of vehicular access.	
			Essex County Council Church Lane, Margaretting Between points TR-G-003 and TR-G-004 as shown on Section G, Sheet 1. Prohibition of vehicular access.	
			Essex County Council Brentwood Road Between points TR-G-019 and TR-G-020 as shown on Section G, Sheet 6. Prohibition of vehicular access.	
112.	Schedule 13, Traffic Regulation Orders, Part 2	Update to reflect errata.	Thurrock Council A128 Brentwood Road Between points TR-H-004 and TR-H-005 as shown on Section H, Sheet 2. Prohibition of vehicular access.	G
113.	Schedule 13, Traffic Regulation Orders, Part 3	Update to reflect errata.	Norfolk County Council Hapton Road /B1135- Fundenhall Road Between points TR-A-017 and TR-A-018 as shown on Section A, Sheet 5. Prohibition of vehicular overtaking.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO									
114.	Schedule 14, Trees subject to Tree Preservation Orders	Correction of typographical error to remove unnecessary capitalisations.	(1) <i>Type of tree</i> (2) <i>Location as shown on Trees Hedgerows Removed Managed Plans</i> (3) <i>TPOTree preservation order reference and to be and/or managed plans</i> This correction has been made throughout Schedule 14. To ensure this schedule is kept as legible as possible, no further instances of this change are repeated in this Table 2.6.	G									
115.	Schedule 14, Trees subject to Tree Preservation Orders	Updates to Schedule 14 for clarity and greater precision in terminology	South Nofolk: <table><tr><td>Individual TPO, Oaktree subject to tree preservation order, oak</td><td>East of Flordon Road Section A, Sheet 3</td><td>SN0697</td></tr><tr><td>Individual PTO, Oaktree subject to tree preservation order, oak</td><td>North of Stickfer Lane Section A, Sheet 5</td><td>SN0739</td></tr><tr><td>Group TPO, Mixed Speciesof trees subject to tree preservation order, mixed species</td><td>Within and up to 30 metres beyond the Order limits, Land- Eastland east of Fen Road, Bunwell, Norfolk Section A, Sheet 8</td><td>SN0737</td></tr></table> Babergh and Mid Suffolk:	Individual TPO, Oak tree subject to tree preservation order, oak	East of Flordon Road Section A, Sheet 3	SN0697	Individual PTO, Oak tree subject to tree preservation order, oak	North of Stickfer Lane Section A, Sheet 5	SN0739	Group TPO, Mixed Species of trees subject to tree preservation order, mixed species	Within and up to 30 metres beyond the Order limits, Land- East land east of Fen Road, Bunwell, Norfolk Section A, Sheet 8	SN0737	G
Individual TPO, Oak tree subject to tree preservation order, oak	East of Flordon Road Section A, Sheet 3	SN0697											
Individual PTO, Oak tree subject to tree preservation order, oak	North of Stickfer Lane Section A, Sheet 5	SN0739											
Group TPO, Mixed Species of trees subject to tree preservation order, mixed species	Within and up to 30 metres beyond the Order limits, Land- East land east of Fen Road, Bunwell, Norfolk Section A, Sheet 8	SN0737											

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Woodland TPO consisting of <u>subject to tree preservation order</u> , various species but mainly Oak, Ash, Elm, Maple, Thorn <u>oak, ash, elm, maple, thorn</u> and Hazel <u>hazel</u>	Within and up to 30 metres beyond the Order limits, south of Palgrave Farm. Section B, Sheets 9 and 10	MS66/W1
		Woodland TPO, Several <u>subject to tree preservation order, several</u> trees consisting of mainly Oak, Ash Hornbeam <u>oak, ash hornbeam</u> and Hazel <u>hazel</u>	Within and up to 30 metres beyond the Order limits, southern boundary of Great Newton Wood. Section B, Sheet 13	ES92/W2
		Woodland TPO, Mixed <u>subject to tree preservation order, mixed</u> hardwoods consisting mainly of Oak, Ash, Field Maple, Sycamore, Hazel and Hawthorn <u>oak, ash, field maple, sycamore, hazel and hawthorn</u>	Within and up to 30 metres beyond the Order limits, south of Tye Lane. Section B, Sheet 19	MS59/W1

Tendring:

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Individual TPO Tree, Oak <u>tree subject to tree preservation order, oak</u>	Northwest of Ardleigh, adjacent to A137. Section C Sheet 12	23/00006/TPO
		Individual TPO Tree, Oak <u>tree subject to tree preservation order, oak</u>	Northwest of Ardleigh, adjacent to A137. Section C, Sheet 13 Braintree	23/00011/TPO
		Individual TPO Tree, Oak <u>tree subject to tree preservation order, oak</u>	Northwest of Ardleigh, adjacent to A137. Section C, Sheet 13	23/00013/TPO
		Group TPO <u>of trees subject to tree preservation order</u>	Within and up to 30m beyond the Order limits, Bentley Road, near little Bromley. Section C, Sheet 16	91/00021/TPO
		Multiple individual TPO trees, Oak, Ash, Holly <u>subject to tree preservation order. oak, ash, holly.</u>	Land at Junction of Ipswich Road and Wick Lane, Ardleigh, Essex. Section C, Sheet 18	20/00001/TPO
Braintree:				
		Woodland TPO, Mixed <u>subject to tree preservation order, mixed</u> broadleaf species containing Ash, Hornbeam, Hazel, Oak <u>ash, hornbeam, hazel, oak.</u>	Within and up to 30m beyond the Order limits, west of Church Road, Rivenhall. Section E, Sheet 4.	17/2010 - W1
Chelmsford:				

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Two Single Tree TPOs . <u>single trees subject to tree preservation order</u> . Oak	Land north and west of 3 Cole Hill Cottages Boreham Road Boreham Chelmsford. Section F, Sheet 1.	TPO/2024/021
		Woodland TPO, Mixed <u>subject to tree preservation order, mixed</u> broadleaf species containing Ash, Hornbeam, Hazel, Oak <u>ash, hornbeam, hazel, oak</u> .	Within and up to 30m beyond the Order limits, Land South of Chignal St James, Chelmsford, Essex. Section F, Sheet 6.	TPO/1990/024
		Group TPO <u>of trees subject to tree preservation order</u> , contains 11 Ash <u>ash</u> , 1 English Oak and 1 English Elm	Within and up to 30m beyond the Order limits, and to the north of The Causeway Highwood Road, Writtle, Chelmsford, Essex. Section F, Sheet 8.	TPO/1998/011
		Group TPO, Various <u>of trees subject to tree preservation order, various</u> species	Within and up to 30m beyond the Order limits, Land at Furze Hill, Ivy Barn Lane & Ivy Hill Hotel, Writtle Road Margaretting, Ingatestone, Essex. Section F, Sheet 10.	TPO/2000/044
Basildon:				

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Area TPO, Various-Species <u>subject to tree preservation order, various species</u>	Within and up to 30m beyond the Order limits, between Sudburys Farm Road and Dunton Road. Section G Sheet 5-6, Sheets 5 and 6.	TPO/14/83
		Multiple Individual-tree-TPO, <u>individual trees subject to tree preservation order, Oak</u>	North of Botney Hill Road. Section G <u>Sheet 5.</u>	TPO/08/83
		Area TPO, Various-Species <u>subject to tree preservation order, various species</u>	Within and up to 30m beyond the Order limits, Fords Dunton Technical and Research Centre. Section G, Sheet 6.	TPO/02/71
		Individual TPO-Tree, Oak <u>tree subject to tree preservation order, oak</u>	Land North of Dunton Waylets, Brentwood Road, Duton, Basildon, Essex. Section G, Sheet 6.	TPO/05/08
Thurrock:				
		Multiple Individual-tree-TPO, Oak <u>individual trees subject to tree preservation order, oak</u>	Adjacent to Hoford Road Section H, Sheet 4.	TPO/04/1995
		Woodland TPO <u>subject to tree preservation order</u>	Within and up to 30m beyond the Order limits, adjacent to Hoford Road. Section H, Sheet 4.	TPO/02/2003 TPO/08/2003 TPO/02/2004
		Woodland TPO <u>subject to tree preservation order</u>	Within and up to 30m beyond the Order limits, adjacent to Hoford Road. Section H, Sheet 4.	TPO/08/1990
		Woodland TPO <u>subject to tree preservation order</u>	Within and up to 30m beyond the Order limits, adjacent to Hoford Road. Section H, Sheet 4.	TPO/08/1990

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
116.	Schedule 15, Temporary Suspension of Public Access to Access Land	Correction of typographical error to remove unnecessary capitalisations.	(1) Area (2) Location (3) Area Subject<u>subject</u> to temporary suspension of public access This correction has been made throughout Schedule 15. To ensure this schedule is kept as legible as possible, no further instances of this change are repeated in this Table 2.6.	G
117.	Schedule 16, Protective Provisions (Part 1 – For the Protection of Electricity, Gas, Water and Sewerage Undertakers)	Update to clarify that where parties have the benefit of their own protective provisions, these general protective provisions do not apply to them	1. For the protection of the statutory undertakers referred to in this Part of this Schedule <u>(except for those statutory undertakers who are protected by an alternative Part of this Schedule)</u> the following provisions, unless otherwise agreed in writing between the undertaker and the statutory undertaker concerned, have effect.	G
118.	Schedule 16, Protective Provisions (Part 2 – For the Protection of Operators of Electronic Communications Code Networks)	Correction of typographical error.	2. The exercise of the powers of article 44 (statutory undertakers) are<u>is</u> subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code.	G
119.	Schedule 16, Protective Provisions (Part 3 – For	Updates to the protective provisions following engagement with the flood authorities.	(2) Before commencing construction of a specified work, the undertaker must submit to the flood authority plans of the specified work and such further particulars available to it as the relevant<u>flood</u> authority may reasonably request within 14 days of the submission of the plans.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		the Protection of Flood Authorities)	(b) to the reasonable satisfaction of the flood authority, and an officer of the <u>relevant flood</u> authority is entitled to watch and inspect the construction of such works at all reasonable times and on giving reasonable notice.	
120.	Schedule 16, Protective Provisions (Part 3 – For the Protection of Flood Authorities)	Updates to the protective provisions following engagement with the flood authorities.	9. —uuu (1) Without limiting the other provisions of this Part, the undertaker indemnify the flood authority from all claims, demands, proceedings, costs, damages, expenses or loss, which may be made or taken against, recovered from, or incurred by, the flood authority by reason of— (a) the construction, operation or maintenance of any specified works and protective works or the failure of any such works comprised within them; (b) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence; <u>(c)</u> <u>any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged on upon the construction, operation or maintenance of the specified works or dealing with any failure of the specified works; and</u> <u>(d)</u> (e) any raising or lowering of the water table in land adjoining the specified works or any sewers, drains and watercourses arising from the specified works or protective works; or <u>(e)</u> (d) any flooding or increased flooding of any such land arising from the specified works or protective works.	G
121.	Schedule 16, Protective Provisions (Part 4 – For the Protection of the Highway Authorities)	Updates made following engagement with highway authorities and minor drafting amendments to align with the PINS guidance on statutory instrument drafting.	PART 4 FOR THE PROTECTION OF THE HIGHWAY AUTHORITIES 1. The provisions of this Part of this Schedule apply for the protection of the highway authority and have effect unless otherwise agreed in writing between the undertaker and the relevant highway authority. Interpretation 2. —vvv (1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2), the latter prevail. (2) In this Part of this Schedule— “1980 Act” means the Highways Act 1980;	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
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~~“account” means an account that earns interest at the best rate reasonably available with a bank or other institution incorporated in England and Wales in the name of the relevant highway authority (whether opened solely for the purpose of receiving payments made under this Schedule or a pre-existing account in which the payments received under this Schedule are nevertheless readily ascertainable from time to time);~~

“approval period” means, unless otherwise agreed between the ~~parties:~~undertaker and relevant highway authority acting reasonably—

- (a) in respect of a request for approval for minor works or works required to be undertaken where there is an emergency, a period of ~~14~~10 business days or less;
- (b) in respect of a request for approval for major works, a period of ~~28~~35 business days; and
- (c) in respect of a request for approval which comprises both minor works and major works, a period of ~~28~~35 business days;

“as built information” means one electronic copy of the following information where the relevant highway authority deems it reasonably necessary—

- (d) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker;
- (e) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);
- (f) product data sheets and technical specifications for all materials used;
- (g) as constructed information for any utilities discovered or moved during the works;
- (h) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the specification for highway works or any replacement or modification of it;
- (i) test results and records as required by the detailed design information and during construction phase of the project;
- (j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and the relevant highway authority;
- (k) the health and safety file, as agreed with the highway authority; and
- (l) ~~such other information~~ as is reasonably required by the relevant highway authority to be used to update all relevant databases;

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		“balancing payment” means a fee calculated pursuant to paragraph 23, to be calculated and agreed separately with the relevant highway authority <u>pursuant to paragraph 22</u>; “CDM regulations” means the Construction (Design and Management) Regulations 2015; “certificate of final completion” means any of the certificates referred to in paragraphs <u>18 and 19</u> and 20; “certificate of substantial completion” means any of the certificates referred to in paragraph 18 <u>17</u>; “co-operation protocol” means a written protocol, the suggested content of which may be agreed between the Parties in relation to the construction, installation, operation, maintenance and removal of the highway works; <u>“commuted sum” means the reasonable estimate of the relevant highway authority’s future maintenance liability of the relevant phase or element of the highway works from the expected date of issue of the certificate of final completion for the relevant phase or element until the expiry of a period of five years beginning with the date on which that part of the authorised development is brought into operational use, except where the authorised development is replacement or landscape planting where the period of five years begins with the date on which that part of the replacement or landscape planting is completed;</u> “extraordinary expense” means the cost of repairing damage to any highway to which an existing condition survey relates pursuant to paragraph 13 <u>12</u> and which the relevant highway authority consider is directly attributable to use of those highways by extraordinary traffic as a result of the Project <u>highway works</u> over and above the average cost of maintaining those highways; “early works” means any works undertaken on, to or under any part of the highway to be carried out prior to Commencement, the necessary approvals to be agreed in due course with the relevant highway authority;	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>“final completion” means, in respect of any new permanent highway works, the completion of the maintenance period and resolution of any defects to the reasonable satisfaction of the relevant highway authority and the resolution of all matters identified during any road safety audit before the relevant highway authority takes over responsibility for maintenance;</u> <u>“highway works” —means the works, activities or operations listed in Schedules 5 to 9 and Schedule 13 of the Order; and any other works, activities or operations that are required to be undertaken on, to, above, adjacent, near or under any part of the highway and for which the consent of the relevant highway authority is required pursuant to the Order;</u> <u>“initial checking fee” means a fee calculated pursuant to paragraph 2322, be calculated and agreed separately with the relevant highway authority, in accordance with the relevant highway authority’s usual charges;</u> <u>“maintenance period” means the period during which the undertaker is responsible for maintaining the highway works as follows—</u> <u>(a) for temporary highway works, 18 months from substantial completion of works to restore the highway to its previous condition;</u> <u>(b) for permanent highway works, 18 months from substantial completion of those works;</u> <u>“major works” means highway works of a substantive nature including, but not limited to, the construction of new temporary or permanent accesses, the upgrading of existing accesses and/or the realignment of existing carriageway;</u> <u>“minor works” means any highway works which are not major works including, but not limited to, the removal of street furniture, the erection of temporary signage, the erection of temporary scaffolding and/or the carrying out of vegetation pruning or <u>or</u> trimming (or similar operations) in respect of an existing access arrangement;</u>	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		“senior representatives” means the project director on behalf of the undertaker and persons notified to the undertaker by the relevant highway authority as being their senior representatives; <u>“performance bond” means a bond with the surety for the security figure for a specific phase or element of the highway works, such bond to be in a form agreed between the undertaker and the relevant highway authority, to the effect that should the undertaker default in the execution of any obligations to carry out the highway works and to maintain the same in accordance with the provisions of this Part of this Schedule then the relevant highway authority will call upon the surety to provide the full value of the performance bond (subject to the provisions hereinafter contained) to carry out the highway works and maintain the same as aforesaid;</u> “permit schemes” means as defined in article 2 (Interpretation) of the draft Order; “pre-commencement operations” means as defined in article 2 (Interpretation) of the draft Order; “road safety audits” means the evaluation of each and all of the highway works, in accordance with Standard GG 119 (Revision 2.01) of the Department for Transport’s Design Manual for Roads and Bridges or any superseding Standard, in order to identify potential road safety problems that may affect any users of the highway and to recommend measures to mitigate or remove those problems; “security” means, in respect of any phase or element of the highway works, either: <u>a performance bond;</u> (a) a letter of credit; or (b) such other information that evidences the credit standing of the undertaker; “security figure” means the reasonable estimate of the cost (including the costs associated with statutory undertakers work and traffic management) plus 10 (ten) per cent in respect of a specific phase or element of the highway works as agreed between the undertaker and the relevant highway authority or as amended from time to time following the approval of the relevant highway authority at the request of the undertaker; “substantial completion” means complete to the reasonable satisfaction of the relevant highway authority and so that the highway works in question can be used for the purpose and operate in the manner for which they were designed; “surety” means the institution providing the Security<u>security</u> for a specific phase or element of the highway works as shall be notified by the undertaker <u>notifies</u> to the relevant highway authority;	

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	“temporary works period” means such period of time as is agreed between National Grid and the relevant highway authority within which any highway works of a temporary nature are permitted to remain in situ on the highway, in each case such period of time to begin immediately following Substantial Completion<u>substantial completion</u> of those highway works; “works programme” means a written programme outlining the anticipated design (including consenting), construction and phasing for the <u>phase or element of the</u> highway works and including, without limitation: (a) an indicative programme for the submission of such information to the relevant<u>highway</u> local authority; and (b) an indication as to whether any further highways agreements and/or licences beyond the scope of this Schedule <u>or the Order</u> are likely to be required to be sought for certain elements of the highway works. (3) This Part of this Schedule does not apply to any works or activities that are regulated by the provisions of Part 3 of the 1991 Act or articles 11(1) (street works), 14(1) (power to alter layout, etc. of streets), 17(1) (access to works) and 49 (traffic regulation) of this Order. 3. The undertaker agrees to act towards the highway authorities and its appointed contractors and agents at all times in good faith and to co-operate, communicate and liaise with the relevant highway authority in relation to its obligations under this Part of this Schedule. 4. The undertaker will act in accordance with a co-operation protocol which may be agreed between the undertaker and relevant highway authority. 4. 5. The undertaker shall<u>will</u> be the only client for the purpose of the CDM regulations and agrees to undertake the obligations of a client under the CDM regulations and to use all reasonable endeavours to ensure that each phase or element of the highway works is carried out in accordance with the CDM regulations.	

Works programme

~~5. 6. — www~~ (1) Subject to sub-paragraph (2) below, the undertaker will provide the relevant highway ~~authorities~~ authority with a copy of the works programme for each phase or element of the highway works not less than 3 months prior to the first commencement of the highway works in question.

(2) In the event that any of the highway works are required to be undertaken as pre-commencement obligations, the obligation in (1) above will not apply and the undertaker will provide the relevant highway authority with as much notice of the those highway works as possible.

~~6. 7.~~ The undertaker will promptly (and, in any event, within 10 working days of any update) provide the relevant highway authority with a copy of the works programme each time it is updated until the end of duration of the highway works in question.

Initial engagement

~~7. 8.~~ Prior to the submission of an application for formal approval of a phase or element of the highway works under paragraph ~~4~~10 below, the undertaker must: —

- (a) provide the relevant highway authority with:
 - (i) initial plans, drawings and specifications for that phase or element of the highway works; and
 - (ii) a comprehensive written overview of the works or activities intended to be carried out for that phase or element of the highway works; and
- (b) if reasonably requested by the relevant highway authority within 7 days of receipt of the information submitted pursuant to paragraph 7(a), arrange an initial meeting to review ~~the~~that information submitted pursuant to paragraph ~~8~~7(a), such a meeting to take place within 10 Business Days of such request; and
- (c) the undertaker may discharge its obligation under this sub-paragraph by proposing at least 3 dates on business days within that 10 day period;

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	<u>(d) if the relevant highway authority fails to confirm attendance at any of the proposed dates within 5 business days of those dates being proposed, the requirement under this paragraph is deemed to have been satisfied.</u> 8. 9. Upon receipt of the plans, specifications and written overview referred to in paragraph 87(a) of this Part of this Schedule, the undertaker and the relevant highway authority shall<u>must</u>, at the relevant highway authority's reasonable request, undertake a site visit as soon as reasonably practicable to the location(s) affected by the highway works. 9. 10. The relevant highway authority shall<u>must</u>, within the period of 21<u>15</u> business days following receipt of the plans, drawings, specifications and written overview referred to in paragraph 87(a) of this Part of this Schedule (or such other period as is agreed) have the opportunity to: (a) provide the undertaker with written feedback in relation to the plans, drawings, specifications and written overview issued to it; and (b) identify the nature and extent of further information required to be submitted by the undertaker as part of a formal request for approval.	

Formal approval

~~10.11.~~ ~~xxx)~~ ~~The~~ (1) No phase or element of the highway works ~~must not~~may commence until in respect of that ~~part~~phase or element of the highway works—

- (a) the undertaker has first complied with its obligations under paragraphs 7, 8, and 9 ~~and 10~~ ~~(Initial~~(initial engagement) of this Part of this Schedule;
- (b) the initial checking fee in respect of that phase or element of the highway works has been paid to the relevant highway authority;
- (c) the value of the commuted sum has been agreed in writing by the relevant highway authority and paid to that relevant highway authority, unless otherwise agreed in writing with the relevant highway authority;
- (d) ~~(e)~~ the undertaker or its contractor has provided the relevant highway authority full details of the design of the phase or element of the highways works in question, such submission to include:
 - (i) detailed specifications, drawings and plans for those highway works, including confirmation as to which elements of those highway works are to be temporary or permanent in nature;
 - (ii) samples of any materials proposed to be used (including relevant test certificates);
 - (iii) the name of the contractor appointed by the undertaker to undertake the phase or element of the highway works;
 - (iv) supporting documentation, including proposed traffic management measures, details of landscaping, schedules of condition, and relevant road safety audits;
 - (v) ~~notices in respect~~details of any ~~related~~ temporary ~~closure orders~~street closures or traffic regulation ~~orders (or applications for the same where not otherwise listed in Schedules 8 and 13 respectively to the DCO);~~measures related to those highway works, including—
 - (vi) where those closures or measures are authorised by article 16 (temporary closure of streets and public rights of way) or article 49 (traffic regulation) and listed in Schedules 8 (streets or public rights of way to be temporarily closed) or 13 (traffic regulation orders) respectively, confirmation of the relevant authorisation; and
 - (vii) where those closures or measures are not so listed and further applications or consents are required pursuant article 16 (temporary closure of streets and public rights of way) or article 49 (traffic regulation) or otherwise, copies of the relevant applications or consent requests submitted or to be submitted in connection with those highway works;
 - (viii) ~~(vi)~~ evidence of all other consents and approvals necessary for ~~those~~that phase or element of the highway works to take place;
 - (ix) ~~(vii)~~ the reasonable estimate of the cost of ~~those~~that phase or element of that phase or element of the highway works, including the costs associated with traffic management, plus 10 (ten) per cent;

- (x) ~~(viii)~~ details of the ~~Security~~security proposed to be put in place in respect of ~~those that~~
phase or element of the highway works in accordance with paragraph ~~26~~25 (Security);
- (xi) ~~(ix)~~ if relevant, the intended duration of the temporary works period;
- (xii) ~~(x)~~ any additional information required pursuant to the permit schemes; ~~and~~
- (xiii) ~~(xi)~~ a clear written statement that the deemed consent provisions under sub-paragraphs
(2) and (7) below will have effect in relation to that submission; ~~and~~
- (xiv) sufficient information to allow the relevant highway authority to calculate the commuted
sum.

(2) Unless the relevant highway authority specifies within 14 days of receipt of the information referred to in sub-paragraph (1) of this paragraph that any additional information~~(a)~~ is reasonably required, it will be deemed to be confirmed that all the necessary documents, plans, drawings and other technical details or information have been provided to allow for review and determination; ~~and any~~
such additional information requested must be proportionate to the highway works in question and in line with such reasonable applicable requirements as would apply had it been proposed that those highway works were to be the subject of an agreement under section 278 of the 1980 Act.

(3) Following the submission of information pursuant to sub-paragraph (1) of this paragraph, the relevant highway authority must review and determine the submission made, acting reasonably, to it under sub-paragraph (1) within the approval period.

(4) Where the relevant highway authority requests, acting reasonably, the provision of any additional information pursuant to sub-paragraph (2) of this paragraph, the undertaker must as soon as reasonably practicable:

- (a) use reasonable endeavours to address the concerns raised by the relevant highway authority and/or provide the additional information requested; or
- (b) notify the relevant highway authority that it disagrees with the need to comply with sub-paragraph (4)(a) and intends to have recourse to the escalation process set out in paragraph ~~12 (Escalation)~~11 (escalation) of differences) of this Part of this Schedule below.

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	(5) Where additional information has been reasonably requested by the relevant highway authority under sub-paragraph (2) above, the approval period shall be<u>is</u> paused until such time as that additional information has been provided to it by the undertaker. (6) For the avoidance of doubt, the relevant highway authority may only request additional information from the undertaker once pursuant to paragraph 11<u>10</u>(5) of this Part of this Schedule to the Order. (7) In the event that the relevant highway authority refuses to grant approval, or any approval is issued subject to conditions which the undertaker in its sole discretion considers are unreasonable or would place it in conflict with its statutory duties and/or transmission licence obligations, the undertaker must notify the relevant highway authority in writing as soon as reasonably practicable that it intends to have recourse to the escalation process set out in paragraph 12 (Escalation<u>11 (escalation</u> of differences) of this Part of this Schedule. (8) If the relevant highway authority has not approved or refused the submission made under sub-paragraph (1) above within the approval period, it is deemed to have approved the details as submitted. (9) All approval(s) issued pursuant to this paragraph (whether by agreement, deemed consent or otherwise through the escalation process set out in paragraph 12 (Escalation<u>11 (escalation</u> of differences) of this Part of this Schedule) will be recorded in an approvals register which will include, as a minimum: (a) a brief description of the highway works to which the approval relates; (b) the date on which approval was issued or deemed to have been issued; (c) any unique reference number(s) assigned by the relevant highway authority to that approval; (d) the reference number(s) for all approved drawings, plans and other supporting information; (e) any conditions or other information attaching, or relevant to, the approval in question; and (X) *For the avoidance of doubt, the additional information requested pursuant to 11(2) should be proportionate to the highway works and in line with the requirements for standard 278 applications. (f) the duration of the highways works to which the approval relates; <u>and</u> (g) <u>the name and job title of the officer authorising the approval.</u> (10) All approvals pursuant to this paragraph must not be unreasonably withheld or delayed.	

Escalation of differences

~~11.12.~~ The ~~parties shall~~undertaker and the relevant highway authority must use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them in accordance with the following provisions:

- (a) The senior representatives ~~shall~~must meet as soon as reasonably practicable in order to identify a means through which matters in dispute may be resolved.
- (b) If the matter is not resolved at that level within twenty (20) business days of either ~~party~~undertaker or the relevant highway authority requesting such a meeting (or such longer period as may be agreed between ~~the parties~~them) then the provisions of ~~article 62~~paragraph 30 (arbitration) will automatically apply provided that any arbitrator must be suitably qualified and experienced and a member of the Chartered Institute of Highways and Transportation or the Institution of Civil Engineers.

Extraordinary traffic

~~12.13.~~~~—yyy)~~ (1) Prior to the commencement of any phase or element of the highway works, the undertaker will:

- (a) agree with the relevant highway authority a methodology for the surveying of the condition of any existing public highways likely to be affected by that phase or element of the highway works;
- (b) promptly undertake a survey of the condition of existing public highways in accordance with the agreed methodology; and
- (c) share the results of any such survey with the relevant highway authority.

(2) Following the carrying out of the corresponding phase or element of the highway works, the undertaker ~~shall~~must have regard to any written evidence presented to it by the relevant highway authority of damage to any highway to which an existing condition survey relates pursuant to sub-paragraph (1) of this paragraph and which the relevant highway authority reasonably considers is directly attributable to use of those highways by extraordinary traffic as a result of the highway works, the repair of which will otherwise constitute an extraordinary expense.

(3) In such circumstances, the undertaker ~~shall have~~has the discretion to reimburse the relevant highway authorities for all or part of the amount of any extraordinary expenses.

(4) ~~In the event that~~If the undertaker ~~elects~~does not ~~to~~ reimburse the relevant highway authority for ~~all or any part of the~~ extraordinary expenses, the relevant highway authority may have recourse to Section 59 of the 1980 Act in the usual way.

(5) Nothing in this paragraph ~~13.12~~ (extraordinary traffic) will restrict the undertaker or its contractors from undertaking repairs to any part of the existing public highway affected by any phase or element of the highway works at its own expense, and subject always to first obtaining the necessary approvals and permits.

Conduct of the highway works

~~13.14.~~— Each phase or element of the highway works ~~shall~~must at all times be carried out in accordance with the approvals as recorded in the approvals register, this Order and the management plans ~~therein~~listed in requirement 6 (management plans for approval) of Schedule 3 (requirements) of this Order.

Testing of materials

~~14.15.~~—~~zzz~~~~(1)~~ Each relevant highway authority may require the testing of materials plant and workmanship used or proposed to be used in the highway works and ~~shall have~~has the power to reject any materials plant or workmanship so tested which each relevant highway authority may reasonably and properly find to be not in accordance with the approved information pursuant to paragraph ~~11~~10 (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph ~~11~~10 (formal approval) of this Part of this Schedule.

(2) The undertaker ~~shall~~must, as soon as is reasonably practicable, replace or repair any materials plant or workmanship which have been found to be not in accordance with the approved information pursuant to paragraph ~~11~~10 (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph ~~11~~10 (formal approval) of this Part of this Schedule.

(3) Subject at all times to compliance with any overriding health and safety or similar obligations, any person or persons duly authorised by each highway authority ~~shall~~must be allowed reasonable access and admission to the highway works or the places where materials or plant for the highway works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the undertaker).

Inspection of the highway works

~~15.16.~~—~~aaaa~~ ~~(1)~~ Subject at all times to compliance with any overriding health and safety or similar obligations, the undertaker ~~shall~~must, during the progress of each and all of the highway works, give to or procure for any person or persons duly authorised by each highway authority supervised access to every part of the highway works and the site ~~thereof~~on which they are being carried out and permit those person or persons to inspect the same as they proceed and all materials used or intended to be used ~~therein and shall~~in the execution of the highway works and must give effect to any reasonable and proper requirements made or reasonable and proper directions given in order to ensure conformity with the approved information pursuant to paragraph ~~11~~10 (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph ~~11~~10 (formal approval) of this Part of this Schedule.

(2) The undertaker ~~shall~~must not cover up or put out of view any works forming part of the highway works without the approval of the relevant highway authority and ~~shall~~must afford full opportunity for any person or persons duly authorised by the relevant highway authority to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and ~~shall~~must give at least ~~seventy-two (72) hours~~three business days’ notice to the relevant highway authority whenever any such work or foundations is or are ready or about to be ready for examination.

(3) Each relevant highway authority ~~shall~~must ensure that any person or persons duly authorised by it attend, without unreasonable delay, when required by the undertaker for the purpose of examining the highway works or of examining such foundations, provided the undertaker provides the relevant highway authority with not less than three business days’ notice of the proposed examination.

Opening up of the highway works

~~16.17.~~ ~~bbbb~~ (1) During the construction of each phase or element of the highway works and prior to the issue of the certificate of substantial completion for that phase or element of the highway works, the relevant highway authority may wish to open or expose any of the highway works which have been covered up without previously being inspected by the highway authority under paragraph ~~16.15~~ (Inspection of the highway works).

(2) Where sub-paragraph (1) of this paragraph applies, the relevant highway authority may so take up or expose the relevant part of the highway works causing as little damage or inconvenience as is possible in respect of any other part or parts of the highway works (and the undertaker shall be responsible for the reasonable and proper cost of such taking up or exposure and reinstatement) provided that if the highway works or any part or parts ~~thereof~~ of them are covered up by the undertaker after giving the notice referred to in paragraph ~~16.15~~ of this Part of this Schedule and the relevant highway authority have failed to inspect in the 72 hour period ~~therein~~ referred to in that paragraph and the relevant highway authority ~~shall~~ subsequently require the highway works or any part of them to be uncovered for the purposes of inspection:

- (a) if inspection reveals the relevant part or parts of the highway works to have been completed in accordance with the plans, drawings, specifications and other materials which have been approved pursuant to paragraph ~~11~~ (Formal10 (formal approval) and recorded in the approvals register, all costs in respect of such uncovering and inspection and of reinstating the part or parts of the highway works uncovered ~~shall~~ are to be borne by the relevant highway authority; or
- (b) if inspection reveals the relevant part or parts of the highway works not to have been completed in accordance with the plans, drawings, specifications and other materials which have been approved pursuant to paragraph ~~11~~ (Formal10 (formal approval) and recorded in the approvals register all reasonable and proper costs in respect of uncovering and inspection and of reinstating the part or parts of the highway works uncovered ~~shall~~ are to be borne by the undertaker.

Site clearance and ~~Certificates of Substantial Completion~~certificates of substantial completion

~~17.18.~~ ~~— cccc~~ (1) The obligations in this paragraph ~~18 shall~~ 17 apply in respect of all highway works, irrespective of whether they are of a permanent or temporary nature.

(2) On substantial completion of each phase or element of the highway works, the undertaker ~~shall~~ must—

- (a) clear away and remove from the site of the highway works all construction plant and temporary works of every kind and leave the site of the highway works in a neat and tidy condition to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably); ~~and~~
- (b) where applicable, carry out stage 3 of the road safety audit process and comply to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably) with recommendations arising ~~thereunder~~ from that audit prior to the opening of the highway works to the public; ~~and~~
- (c) ~~Notify~~ notify the relevant highway authority of completion of the permanent highway works or any part ~~thereof~~ of them (or restoration of any temporary works or any part of them) and apply to the relevant highway authority for a ~~provisional~~ certificate of substantial completion in respect of ~~any the relevant~~ works of a permanent nature; ~~and~~
- (d) provide the relevant highway authority with the as built information.

(3) Following an application for a ~~provisional~~ certificate of substantial completion, the relevant highway authority ~~shall~~ must as soon as reasonably practicable—

- (a) ~~Inspect~~ inspect the highway works; and
- (b) ~~Provide~~ provide the undertaker with a written list of any works that are require for the ~~provisional~~ certificate of substantial completion to be issued or confirmation that no further works are required for this purpose.

(4) Upon substantial completion of each phase or element of the highway works, including any additional work resulting from stage 3 of the road safety audit process to the satisfaction in all respects of the relevant highway authority (the relevant highway authority being obliged to act reasonably), the relevant highway authority ~~shall~~ must issue a certificate of substantial completion in respect of those highway works to the undertaker, provided that all costs and expenses owing to the relevant highway authority have been paid in respect of those highway works.

Temporary works period and certificate of reinstatement (temporary works only)

~~18.19.~~ ~~— dddd~~ (1) The obligations in this paragraph ~~19 shall~~ 18 must apply only in respect of those highway works which are of a temporary nature.

(2) The undertaker ~~shall be~~ is permitted to retain each phase or element of the highway works in situ for the temporary works period (or such longer period as is agreed between the undertaker and the relevant highway authority).

(3) The undertaker ~~shall~~ must maintain each phase or element of the highway works in a condition satisfactory to the relevant highway authority for the temporary works period using such criteria as agreed with each relevant highway authority.

(4) On the expiry of the temporary works period, the undertaker ~~shall~~ must promptly clear away and remove from the site of the highway works all highway works of every kind (including construction plant and equipment) and reinstate the site of the highway works to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably).

(5) The relevant highway authority ~~shall~~ must thereafter, and as soon as reasonably practicable, issue to the undertaker the certificate of reinstatement in respect of the relevant highway works.

(6) At the end of the maintenance period, and subject to any defect arising within that period being rectified to the satisfaction of the relevant highway authority, that authority must issue the certificate of final completion.

Defects correction period and certificate of final completion (permanent works only)

~~19.20.~~ ~~— eeee~~ (1) The obligations in this paragraph ~~20 shall~~ 19 must apply only in respect of those highway works which are of a permanent nature.

(2) The undertaker ~~shall maintain~~ must each phase or element of the highway works for a period of:

- (a) in the case of minor works, twelve (12) months (unless the relevant highway authority agrees in writing a lesser period) from the issue of the related certificate of substantial completion; and
- (b) in the case of major works, eighteen (18) months (unless the relevant highway authority agrees in writing a lesser period) from the issue of the related certificate of substantial completion,

and prior to the expiration of ~~the relevant~~ that period, the undertaker ~~shall~~ must reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during ~~the said~~ that relevant period (including any defect in or damage to the surface water drainage system) so as to place the highway and the relevant highway works in a condition satisfactory to the relevant highway authority (the highway authority being obliged to act reasonably).

(3) After the expiration of the period of twelve (12) months from substantial completion, the undertaker ~~shall~~must (unless it is agreed between the ~~parties~~undertaker and the relevant highway authority that it is to be carried out sooner or that it is no longer required) carry out stage 4 of the road safety audit and comply to the satisfaction in all respects of the relevant highway authority (the highway authority being obliged to act reasonably) with any recommendations arising ~~thereunder~~from that audit.

(4) After:

- (a) the expiration of the ~~relevant~~-period referred to in sub-paragraph (2) (or such lesser period as agreed in writing by the relevant highway authority under sub-paragraph (2));
- (b) any defects have been made good as therein provided, including any improvements arising under stage 4 of the road safety audit to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably); and
- (c) the undertaker has provided a plan showing the land over which the highways works have been constructed and a health and safety file complying with the CDM regulations, including a separate health and safety file for each structure.

(5) The relevant highway authority ~~shall as soon as reasonably practicable~~must following a period of no later than 10 Business Days issue to the undertaker the certificate of final completion in respect of the relevant highway works, provided that the certificate of final completion shall in the case of road gullies extend only as far as their points of entry to the surface water sewers where those are not being adopted by the highway authority as highway drains.

(6) Upon issue of a certificate of final completion:

- (a) any part of the highway works to which that certificate of final completion ~~shall relate~~relates which is not already public highway ~~shall be~~is adopted by the relevant highway authority as part of the public highway; and
- (b) the highway works so certified ~~shall be~~are from then and at all times ~~be~~-maintainable at the public expense and the undertaker ~~shall have~~has no further liability under this Schedule in respect ~~to the same~~of them.

Permit ~~Schemes~~schemes

~~20.21.~~ The undertaker agrees that the provisions in this Part of this Schedule operate in parallel to the permit schemes, each of which ~~is~~are given effect ~~in~~on the terms of article 12 (~~Application~~application of the permit schemes) of this Order.

~~21.22.~~ Unless otherwise agreed in writing by the relevant highway authority, in the event of a conflict with the provisions of this Part of this Schedule and either or both of the permit schemes, the terms of the relevant permit scheme given effect on the terms of article 12 (application of the permit schemes) will prevail.

Payments and Costs

~~22.23.~~ The undertaker must pay to the relevant highway authority—

- (a) an initial checking fee, to be calculated and agreed separately with the relevant highway authority, in relation to each phase or element of the highway works for which formal approval is sought, such sum to be ~~payable~~paid prior to the submission of an application for formal approval;
- (b) a balancing payment, to be calculated and agreed separately with the relevant highway authority, such sum to be ~~payable~~paid, if required, prior to commencement of the phase or element of the highway works in question;
- (c) the reasonable costs incurred by the relevant highway authorities in undertaking any road safety audits, such sum to be ~~payable~~paid prior to the commencement of the road safety audits in question;
- (d) the reasonable costs incurred by the relevant highway authorities in monitoring the implementation of any recommendations arising from any road safety audits undertaken, such sum to be ~~payable~~paid upon production of a valid invoice for the same;
- (e) the reasonable cost of any temporary and permanent traffic regulation orders, such sum to be ~~payable~~paid prior to the commencement of any work on the making of such Order;
- (f) the reasonable cost of any other road traffic orders required to facilitate the highway works, such to be ~~payable~~paid prior to the commencement of any work on the making of such Order;
~~and~~
- (g) the inspection fee (which will cover the relevant highway authority's costs of inspecting the completed works) such sum to be paid on completion of the inspection;
- (h) the reasonable cost of undertaking a structural review of the highway and, where necessary, modifying the same to accommodate abnormal indivisible loads, such sum to be paid prior to the commencement of any highway works;
- (i) the reasonable cost of dealing with the extraordinary traffic regime under paragraph 8 (extraordinary traffic);
- (j) the legal costs reasonably and properly incurred by the relevant highway authority for or in connection with the preparation and negotiation of this Part of this Schedule; and
- (k) ~~(g)~~ any value added tax which is payable by the relevant highway authority in respect of such payments referred to in this paragraph ~~23~~22 and for which it cannot obtain ~~reinstatement~~recovery from HM Revenue and Customs.

~~23.24.~~ ~~fff)~~ (1) All funding and charging arrangements between the undertaker and the relevant highway authorities ~~shall~~must be in accordance with the following overarching principles:

- (a) the charging must relate exclusively to the relevant highway authority's recovery of its costs in respect of the highway works and more broadly for the provision of services it is authorised but not required (by an enactment) to provide;
- (b) where the services of the relevant highway authority's maintenance contractor are required these will be charged at the rates within the relevant highway authority's maintenance contract and subject to the conditions of the same;
- (c) ~~(b)~~ charges are to be incurred on a not-for profit basis (year by year) and, taking one year with another, the income from the charges for such services must not exceed the cost of providing them;
- (d) ~~(e)~~ there ~~shall be full~~must be transparency with regard to costs incurred; ~~and~~
- (e) if significant changes are made to the approved design during construction the highway authority reserves the right to recover any additional costs incurred; and
- (f) ~~(d)~~ the relevant highway authority ~~shall~~must use all reasonable endeavours to keep costs payable by the undertaker to a minimum including by, but not limited to, sharing resources between the highway authorities, avoiding unnecessary duplication of time ~~and/or~~ effort, and making the best use of available information having due regard to statutory obligations.

(2) All invoices submitted in connection with the any such costs ~~and/or~~ payments must comply with the principles set out in sub-paragraph (1) and be accompanied by a written report summarising all tasks carried out or activities undertaken which have given rise to such costs and such other supporting information as is reasonable for the undertaker to request in the circumstances.

~~24.25.~~ Interest at a rate equivalent to the Bank of England base rate from time to time ~~shall be~~is payable in respect of any sum due to any relevant highway authority under this Part of this Schedule which is outstanding for more than twenty ~~eight (28)~~business days from the date on which it was demanded in writing or, in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to article 62, the ~~said twenty eight (28)~~business day period ~~shall will~~ run from the date of the decision of the arbitrator (such interest to be charged on the amount outstanding each day from the date of issue of a written demand for any sum due or in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to article 62 such interest to be charged on the amount outstanding each day from the date of issue of the decision of the arbitrator).

Security

~~25.26.~~—~~gggg~~(1) Prior to commencement of the highway works or part thereof of them, the undertaker ~~shall~~must provide the security.

(2) Should the undertaker default in the execution of its obligations in carrying out any or all of the relevant phase or element of the highway works, and to maintain the same in accordance with the provisions of this Part of this Schedule then the relevant highway authority may (subject to the provisions contained in this Part) itself complete that phase or element of the highway works that has been commenced by the undertaker and maintain the same ~~and call~~having first called upon the ~~undertaker to reimburse it~~bond for the cost to be expended in ~~respect of the same~~so doing provided that:—

- (a) unless there is a danger to users of the highway, the relevant highway authority ~~shall~~must first give ~~28~~ten business days prior written notice (or lesser period as may in the circumstances be reasonable) of its intention to commence work under this sub-paragraph (2);
- (b) any notice served under this sub-paragraph (2)(b) shall specify the period of the notice (“the notice period”), the extent of the work which the relevant highway authority proposes to carry out, and full details of all matters in respect of which the relevant highway authority considers that the highway works have not been carried out in accordance with this Part of this Schedule; and
- (c) if before the expiry of the notice period, the undertaker serves written notice upon the relevant highway authority that it intends diligently to execute the works specified in the notice in accordance with this Part of this Schedule, and specifies a time to complete that the relevant highway authority considers reasonable in the circumstances the relevant highway authority ~~shall~~is not be entitled to execute the relevant part or parts of the highway works specified in the notice served under this paragraph unless the undertaker then fails to execute those works within the agreed timescale.

Insurance

~~26.27.~~— Prior to the commencement of the highway works the undertaker must have in place public liability insurance in the minimum sum of £~~10,000,000.00~~ ~~(ten~~20,000,000.00 ~~(twenty~~ million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of highway works or use of the strategic road network by the undertaker.

Indemnity

~~27.28.~~—~~hhhh~~(1) The undertaker ~~shall~~must, from the date of commencement of each phase or element of the highway works ~~indemnify~~indemnifies the relevant highway authority against all claims,

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	charges, costs, expenses, liability or losses whatsoever arising out of any or all of that phase or element of the highway works provided that the undertaker's indemnity will not extend to any claims submitted to the relevant highway authority arising out of the negligence of the relevant highway authority's employees or arising after the issue of the certificate of final completion pursuant to paragraph <u>18 and 19 and 20</u> or expiry of the temporary works period <u>(including re-instatement)</u>. (2) The relevant highway authority shall<u>must</u>: (a) notify the undertaker immediately upon receipt of any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1) <u>(and the undertaker must notify the relevant highway authority if it receives any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1))</u>; (b) at all times after that date keep the undertaker fully informed <u>(and the undertaker must notify the relevant highway authority if it receives any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1))</u>; (c) permit and assist the undertaker to make such investigations and or tests as the undertaker may reasonably deem necessary to verify such claims, charges, costs, expenses, liability or losses; (d) not accept or compromise any claims, charges, costs, expenses, liability or losses to which this indemnity relates without the prior approval of the undertaker as to its validity and as to the amount of the settlement; and (e) at the<u>consider a</u> request of the undertaker <u>to</u> instruct such a reputable firm of solicitors as the undertaker may reasonably specify in respect of the conduct of negotiations and/or proceedings in respect of any claims, charges, costs, expenses, liability or losses to which this indemnity relates <u>provided always that, if such solicitors are instructed, the undertaker will be responsible for all their costs.</u> (3) The indemnity in sub-paragraph (1) above includes: — (a) all fees incurred by claimants which the relevant highway authority is obliged to pay, and those of the relevant highway authority or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees); (b) statutory interest payments to claimants and their professional advisors; and (c) the relevant highway authority's reasonable and proper legal costs in making the compensation, fees and interest payments<u>which are not covered by sub-paragraph (2)(c).</u>	

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Road safety audit

28.—(1) The undertaker must procure that an appropriately qualified RSA team (as defined in HPN039 or DMRB Volume 5 Section 2 Part 2 (GG 119) as advised by the relevant highway authority (acting reasonably) or any replacement or modification of that standard) undertakes a road safety audit in accordance with the standard as set out in HPN039 or DMRB standard GG 119 as advised by the relevant highway authority (acting reasonably) for works which involve creation, alteration, expansion or other modifications of the local highway but not for works which consist only of trenchless installation beneath highways, and must provide copies of the reports of such audits to the relevant highway authority within 10 business days of their receipt by the undertaker.

(2) The relevant highway authority must be invited to participate in the road safety audit conducted under sub-paragraph (1).

(3) No works on a local highway must be commenced until a satisfactory stage 1 and stage 2 road safety audit has been carried out and all reasonable recommendations raised by them or any exceptions are approved by the local highway authority (acting reasonably).

(4) Where the report of the stage 3 and 4 road safety audit identifies any recommended measures in respect of the local highway, the undertaker must carry out, at its own expense and to the reasonable satisfaction of the relevant highway authority, those measures identified as part of stage 3 and 4 audit which the undertaker considers necessary (acting reasonably) and for the avoidance of doubt any matters related to the health and safety will be considered as reasonable, and which do not give rise to any new or materially different environmental effects in comparison with those identified in the environmental statement.

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<u>Interaction with certain Articles of this Order</u> <u>29. A relevant highway authority must not exercise any power under this Part of this Schedule so as to question or impede the principle that works or activities authorised by this Order (including under articles 11 (street works), 14 (power to alter layout etc. of streets), 16 (temporary closure of streets and public rights of way), 17 (access to works) or 49 (traffic regulation)) may be carried out; except that this does not prevent a relevant highway authority from exercising any such power so as to ensure that such works or activities which affect the highway network proceed on appropriate terms for the safety and efficient operation of that network, including in respect of their technical design, specification or methodology.</u> <u>30. Where the undertaker submits any application for consent under articles 11(2), 14(4), 16(2), 17(1)(b) or 49(2) and details for approval under paragraph 11 of this Part of this Schedule in respect of the same works or activities, the respective periods under the relevant article and under paragraph 11 of this Part of this Schedule for that consent and approval run independently of each other from the date, or respective dates, of those submissions.</u> <u>31. Any certificate of substantial completion issued by the relevant highway authority in relation to any highway works under paragraph 18 of this Part of this Schedule is to be treated as satisfying the requirement for the reasonable satisfaction of the street authority in relation to the completion of a street to which articles 18(1) and 18(2) refer in relation to those highway works.</u> <u>32. Any certificate of final completion issued by the relevant highway authority in relation to any highway works under paragraph 20 of this Part of this Schedule is to be treated as the agreement of the street authority to maintain the relevant street at the expense of the street authority as referred to in articles 18(1) and 18(2) of this Order in relation to those highway works.</u> Arbitration <u>33.29.- Any dispute under this Part of this Schedule shall<u>must</u> be settled by arbitration in accordance with article 62 (arbitration).</u>			
122. Schedule 16, Protective Provisions (Part 5 – For the Protection	Minor typographical correction.	“DBFO contract” means the design build finance operate contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order Limits<u>limits</u> or any successor or replacement contract that may be current at the relevant time;	G

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		of National Highways)		
123.	Schedule 16, Protective Provisions (Part 5 – For the Protection of National Highways)	Removal of un-used definitions.	“LTC plots” means []; “nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of the specified works as notified to National Highways from time to time; “phase” means that part of the specified works which is to be carried out in separate phases in the areas identified as Work Nos. [] on the works plans or such other phasing arrangements agreed between the undertaker and National Highways from time to time;	G
124.	Schedule 16, Protective Provisions (Part 5 – For the Protection of National Highways)	Minor typographical corrections.	Works outside the Order limits 6. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order Limits<u>limits</u> in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works. Prior approvals and security 7. —kkkk) <u>(1)</u> Save in respect of The<u>the</u> specified works must not commence until— (a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by	G
125.	Schedule 16, Protective Provisions (Part 5 – For the Protection of National Highways)	Update to definition to remove capitalisation in heading.	Provisional Certificate<u>certificate</u> 10. —nnnn) <u>(1)</u> Following the completion of any phase of the specified works or prior to reopening any part of the strategic road network following any closure or partial closure, whichever shall be sooner, the undertaker shall notify National Highways who will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways following the site inspection.	G

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126.	Schedule 16, Protective Provisions (Part 5 – For the Protection of National Highways)	Cross-reference correction.	(4) When— (a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways; (b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the satisfaction of National Highways; (c) the as built information has been provided to National Highways; and (d) in respect of any specified works captured by paragraph 67<u>7</u>(2) the undertaker has paid the commuted sum to National Highways,	G
127.	Schedule 16, Protective Provisions (Part 5 – For the Protection of National Highways)	Cross-reference correction.	Land 20. The undertaker must not under the powers of this Order: (a) acquire Class 1 land forming part of; or (b) seek to impose any restrictive covenants [which conflict with the use of the strategic road network] over; (c) any part of the strategic road network or extinguish any existing rights of or interfere with apparatus of National Highways in respect of any third party property, except with the consent of National Highways by written request to legalservicesinbox@nationalhighways.co.uk save for the avoidance of doubt these provisions do not apply to, with the exclusion of 20(b) above, Article<u>article</u> 25 (<u>compulsory</u> acquisition of rights) which may be exercised without the consent of National Highways.	G

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128.	Schedule 16, Protective Provisions (Part 6 – For the Protection of Five Estuaries)	Minor corrections to de-capitalise definitions and include the year of the Five Estuaries Offshore Wind Farm Order. Consequential updates to the usage of these terms.	2. In this Part: “apparatus” means electric lines or electrical plant belonging to or maintained by Five Estuaries together with any replacement apparatus, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus; “EACN Substation Area<u>substation area</u>” the land shown in<u>on</u> the lands<u>land</u> plans as plots 14/1, 14/2, 14/3, 14/7 and 14/109; “Five Estuaries” means Five Estuaries Offshore Wind Farm Limited (and any successor in title, transferee and lessee, as the case may be) as the undertaker with the benefit of all or part of the Five Estuaries Offshore Wind Farm Order <u>2025</u>; “New<u>new</u> EACN Substation” means the substation to be constructed within the EACN Substation Area<u>substation area</u> as Work No. 8; “New<u>new</u> EACN Substation Area<u>substation area</u> boundary” means the final boundary of the substation to be constructed within the EACN Substation Area<u>substation area</u> as determined by the undertaker “Overlap Area<u>overlap area</u>” means any land within the Order land that is also within the land defined as the Order land in the Five Estuaries Offshore Wind Farm Order <u>2025</u> but excluding the EACN Substation Area<u>substation area</u>. 3. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, within the Overlap Area<u>overlap area</u>, the undertaker must not acquire any interest in land or any apparatus or override any easement or other interest of Five Estuaries otherwise than by agreement, such agreement not to be unreasonably withheld or delayed. 4. Where within the EACN Substation Area<u>substation area</u> but outside of the New<u>new</u> EACN Substation Boundary<u>substation boundary</u>, the undertaker acquires land within which Five Estuaries have rights to install, maintain and operate apparatus and associated equipment for the purposes of transmission of electricity, and/or over which they have rights to access apparatus, the undertaker must not extinguish, suspend, override or acquire such rights or apparatus unless and until the undertaker affords to Five Estuaries alternative, necessary rights in substitution for the rights to be extinguished, suspended, overridden or acquired, and those alternative rights must be granted upon such terms and conditions as may be agreed between the undertaker and Five Estuaries acting reasonably.	G

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			Protection of Five Estuaries apparatus 7. —xxxx (1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker may not, under the powers of this Order, adjust, remove, alter, divert or interfere with any apparatus situated outside the EACN Substation Area <u>substation area</u> owned by Five Estuaries otherwise than by agreement. Indemnity 8. —yyyyy (1) At all times after Five Estuaries has commenced construction and the conditions below are met to comply with sub-paragraphs 8(2) to 8(7)— (i) NGET is working within the EACN Substation Area <u>substation area</u>; (ii) NGET is working in an area in which Five Estuaries either has land rights or is in occupation of and/or;	
129.	Schedule 16, Protective Provisions (Part 6 – For the Protection of Five Estuaries)	Minor typographical correction.	(iii) NGET is carrying out works within 15 meters <u>metres</u> of any Five Estuaries works or apparatus; (iv) excepting any works which are works regulated by the connection agreement between the undertaker and National Grid Energy Systems Operator (or a successor thereto) and carried out within the New National Grid Substation Boundary which will be governed solely by that agreement and not this Part:	G
130.	Schedule 16, Protective Provisions (Part 7 – For the Protection of North Falls)	Minor corrections to de-capitalise definitions and include the year of the North Falls Offshore Wind Farm Order. Consequential updates to the usage of these terms.	2. In this Part: “apparatus” means electric lines or electrical plant belonging to or maintained by North Falls together with any replacement apparatus, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus; “EACN Substation Area <u>substation area</u>” the land shown in <u>on</u> the lands <u>land</u> plans as plots 14/1, 14/2, 14/3, 14/7 and 14/109; “New <u>new</u> EACN Substation” means the substation to be constructed within the EACN Substation Area <u>substation area</u> as Work No. 8; “New <u>new</u> EACN Substation <u>substation</u> boundary” means the final boundary of the substation to be constructed within the EACN Substation Area <u>substation area</u> as determined by the undertaker; “North Falls” means North Falls Offshore Wind Farm Limited (and any successor in title,	G

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	transferee and lessee, as the case may be) as the undertaker with the benefit of all or part of the North Fall<u>Falls</u> Offshore Wind Farm Order <u>2026</u>; “Overlap Area<u>overlap area</u>” means any land within the Order land that is also within the land defined as the Order land in the North Falls Offshore Wind Farm Order <u>2026</u> but excluding the EACN Substation Area<u>substation area</u>. Compulsory acquisition of land and rights 3. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, within the Overlap Area<u>overlap area</u>, the undertaker must not acquire any interest in land or any apparatus or override any easement or other interest of North Falls otherwise than by agreement, such agreement not to be unreasonably withheld or delayed. 4. Where within the EACN Substation Area<u>substation area</u> but outside of the New<u>new</u> EACN Substation Boundary<u>boundary</u>, the undertaker acquires land within which North Falls have rights to install, maintain and operate apparatus and associated equipment for the purposes of transmission of electricity, and/or over which they have rights to access apparatus, the undertaker must not extinguish, suspend, override or acquire such rights or apparatus unless and until the undertaker affords to North Falls alternative, necessary rights in substitution for the rights to be extinguished, suspended, overridden or acquired, and those alternative rights must be granted upon such terms and conditions as may be agreed between the undertaker and North Falls acting reasonably. Indemnity 8. —aaaaa <u>(1)</u> At all times after North Falls has commenced construction and the conditions below are met to comply with sub-paragraphs 8(2) to 8(7)— (a) NGET is working within the EACN Substation Area<u>substation area</u>; (b) NGET is working in an area in which North Falls either has land rights or is in occupation of; and/or	
131. Schedule 16, Protective Provisions (Part 7 – For the Protection of North Falls)	Minor typographical corrections. (c) NGET is carrying out works within 15 meters<u>metres</u> of any North Falls works or apparatus; (d) excepting any works which are works regulated by the connection agreement between North Falls and National Grid Energy Systems Operator (or a successor thereto) and carried out within the New National Grid Substation Boundary which will be governed solely by that agreement and not this Part.	G

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			Disputes Any dispute arising between the undertaker and North Falls under this Part of this Schedule, is to be determined by arbitration under article 62 (arbitration).	
132.	Schedule 16, Protective Provisions (Part 8 – For the Protection of Cadent Gas Limited as Gas Undertaker)	Minor typographical corrections.	(11) At all times when carrying out any works authorised under the Order the undertaker must comply with Cadent's policies for safe working in proximity to gas apparatus "CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets)" and HSE's "HS(~G)47 Avoiding Danger<u>danger</u> from underground services". (12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10 (expenses).	G
133.	Schedule 16, Protective Provisions (Part 9 – For the Protection of National Gas Transmission Plc)	Minor typographical corrections.	(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Gas (but without prejudice to 11(3<u>4</u>)(b)).	G

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134.	Schedule 16, Protective Provisions (Part 10 – For the Protection of Sheringham Shoal and Dudgeon Extensions Projco Limited (formerly named Scira Extension Limited and Referred to as SEL in the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024))	Updates following engagement with Sheringham Shoal and Dudgeon Extensions Projco Limited.	1. — uuuuu (1) The provisions of this Part apply for the protection of Sheringham Shoal and Dudgeon Extensions Projco Limited (“SSDEPSSDEPL”) unless otherwise agreed in writing between the undertaker and SSDEPSSDEPL. (1) For the avoidance of doubt, SSDEP is the sole “undertaker” for the purposes of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024 following a transfer of powers from Sheringham Shoal and Dudgeon Extensions Holdco Limited (formerly named Dudgeon Extensions Limited) to SSDEP on 30 May 2025. Interpretation 2. In this Part— <u>“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than:</u> <u>(a) “A-” if the rating is assigned by Standard & Poor’s Ratings Group; and</u> <u>(b) “A3” if the rating is assigned by Moody’s Investors Services Inc;</u> <u>“acceptable insurance” means a policy of public liability/third party liability insurance effected and maintained by the Undertaker with insurance cover of not less than £50,000,000 (Fifty Million Pounds) per event for the construction period of the infrastructure for the Project with an internationally recognised insurer of repute operating in the London and worldwide insurance market, such policy shall include (but without limitation) 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;</u> <u>“apparatus” means the cables, structures or other infrastructure in construction pursuant to the SSDE Order by, owned, occupied or maintained by SSDEPSSDEPL or its successor in title, together with such other apparatus constructed pursuant to the SSDE DCO once construction of that apparatus has commenced, within the SSDE Order land;</u> <u>“commence” in this Part of this Schedule shall include any site clearance, demolition, ecological</u>	G

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mitigation, early planting of landscaping works, below ground surveys, monitoring, groundwork operations including pre-construction monitoring and remedial work in respect of any contamination or other adverse ground conditions, the diversion and laying of services, the erection of any temporary means of enclosure, the erection of welfare facilities, creation of site accesses and the temporary display of site notices or advertisements, the receipt and erection of construction plant and equipment, engineering investigations and surveys; archaeological investigations and monitoring, utilities protection works (including fencing and protection slabs) or set-up works for construction compounds and temporary laydown areas;

“eastern route option” means the eastern alignment of overhead cable between pylons RG001 and RG007 which is described in the first row of table 2.1 of document 8.11 Approach to Scenarios (Clean) (Final Issue C) forming part of Work No. 2 as described in Schedule 1 (Authorised Development) of this order;

“overlap area” means any land within the Order Land that is also within the SSDE Order land;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the SSDE Order land;

“Sheringham Shoal and Dudgeon Extensions Projco Limited” or “SSDEPL” is the company registered in England under company number and formerly named Scira Extension Limited and referred to as SEL in the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024;

“SSDE authorised project” means the authorised project as defined in the Sheringham Shoal and Dudgeon Offshore Wind Farm Order;

“The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order” or “SSDE DCO” means The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024 including any subsequent amendments or variations to it;

“SSDE’s access” means the access rights to be granted by the undertaker to provide SSDEPL access to its substation;

“SSDE cable corridor” means that part of the SSDE Order land within which Work Nos. 12A, 12B or 12C as described in the SSDE DCO are to be, are being or have been constructed;

“SSDE Order land” means Order land as defined in the SSDE DCO; and

~~“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the SSDE DCO; and~~

Ref. dDCO Ref.	Rationale for the Change Change Made	Version of dDCO
	“specified works” means so much of any works or operations authorised by the Order (or authorised by any planning permission for the same or substantially the same works as the authorised development) as is— (c) (a) in, on, under, over or within 15 metres of any apparatus; or (d) (b) may in any way adversely affect any apparatus. <u>(2) For the avoidance of doubt, SSDEPL is the sole “undertaker” for the purposes of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024 following a transfer of powers from Sheringham Shoal and Dudgeon Extensions Holdco Limited (formerly named Dudgeon Extensions Limited) to SSDEPL on 30 May 2025.</u> 3. The consent of SSDEP<u>SSDEPL</u> under this Part is not required where the SSDE DCO has expired without the authorised development having been commenced pursuant to requirement 1 of Schedule 1 to the SSDE DCO. 4. Where conditions are included in any consent <u>or approval</u> granted by SSDEP<u>SSDEPL</u> pursuant to this Part, the undertaker must comply with the<u>such</u> conditions if it chooses to implement or rely on the<u>when implementing or relying on that</u> consent, unless the conditions are waived or varied in writing by SSDEP<u>SSDEPL</u>. Land rights	

5. The undertaker must not under the powers of this Order acquire, extinguish or suspend any rights that ~~SSDEP~~SSDEPL has in respect of any apparatus without the consent of ~~SSDEP~~SSDEPL, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

Specified Works

6. ~~—(1)~~ (1) Not less than 40 business days before the commencement of any specified works the undertaker must submit to ~~SSDEP~~SSDEPL a plan of the works to be executed.

(2) The plan to be submitted to ~~SSDEP~~SSDEPL under sub-paragraph (1) must include a method statement which describes—

- (a) the exact position of the works;
- (b) a programme of the works, including any proposed start dates and the anticipated duration of the works;
- (c) the level at which ~~these~~the specified works are proposed to be constructed or renewed;
- (d) the manner of their construction or renewal;
- (e) detailed drawings of the specified work; ~~and~~
- (f) details of any protective works; ~~and~~
- (g) in relation to the undertaker's temporary haul road, any intended maintenance regime.

(3) Any specified works must be constructed in accordance with the plans approved in writing by ~~SSDEP~~SSDEPL.

(4) Any approval of ~~SSDEP required~~SSDEPL sought under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus or for securing access to any apparatus and may include reasonable amendments required by ~~SSDEP~~SSDEPL but must not be unreasonably withheld or delayed and if refused must be given with reasons for refusal.

(5) In relation to a work to which sub-paragraphs (1) and (2)(a) to (2)(f) apply, ~~SSDEP~~SSDEPL may require such modifications to be made to the plans as ~~may be~~are reasonably necessary for the purpose of securing the apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any of the apparatus.

(6) Where ~~SSDEP~~SSDEPL require any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to ~~SSDEP's~~SSDEPL's reasonable satisfaction.

Ref. dDCO Ref.	Rationale for the Change Change Made	Version of dDCO
	(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 40 business 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 shall apply to and in respect of the new plans. (8) The undertaker must give to SSDEP<u>SSDEPI</u> not less than 20 business days' written notice of its intention to commence the construction of the specified works and, not more than 10 business days after completion of their construction, must give SSDEP<u>SSDEPI</u> written notice of the completion. (9) The undertaker is not required to comply with paragraph sub-paragraph 6 or sub-paragraph (1) in a case of emergency, but in that case it must give to SSDEP<u>SSDEPI</u> notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with <u>this</u> paragraph 6 in so far as is reasonably practicable in the circumstances. (10) The undertaker must subject to compliance with all applicable health and safety requirements at all reasonable times during construction of the specified works allow SSDEP<u>SSDEPI</u> and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works. <u>Undertaker's covenants</u>	

Ref. dDCO Ref.	Rationale for the Change Change Made	Version of dDCO
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7. ~~(1)~~ Notwithstanding the provisions of paragraph 6, the undertaker must:
- (a) not use its Order powers to construct the eastern route option as part of the authorised development;
 - (b) maintain SSDEPL's access to its substation in accordance with its existing land rights;
 - (c) not plant over SSDEPL's access to its substation as part of the undertaker's landscape and ecological management plan;
 - (d) not use its Orders powers to construct pylon RG006 or any associated working area for that pylon within that part of the SSDE cable corridor which is within the overlap area;
 - (e) not locate, construct nor operate attenuation ponds for the authorised development within the overlap area;
 - (f) not carry out tree planting within that part of the SSDE cable corridor which is within the overlap area;
 - (g) liaise with SSDEPL and agree the responsibility for and timing of the inclusion of ducting and drainage beneath the undertaker's haul roads to facilitate both parties' activities or works within the overlap area and to ensure such ducting and drainage is in place before the commencement of the undertaker's haul road subject to SSDEPL having provided a specification for such ducting and drainage 60 business days' prior to the undertaker's proposed commencement date.
- (2) SSDEPL shall use reasonable endeavours to cooperate with the undertaker regarding the provisions of paragraph 7(1).

(2) SSDEPL shall use reasonable endeavours to cooperate with the undertaker regarding the provisions of paragraph 7(1).

Access

~~8.7.~~ If in consequence of the exercise of the powers conferred by this Order ~~the~~ access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to such apparatus as will enable ~~SSDEP~~SSDEPL to maintain ~~or use~~and operate the apparatus no less effectively than was possible before the obstruction.

Cooperation

~~9.8. — www) To ensure its compliance with this Part, the (1)~~ The undertaker must, before carrying out any specified works request up-to-date written confirmation from ~~SSDEP~~SSDEPL of the location of any apparatus.

(2) The undertaker and ~~SSDEP~~SSDEPL must each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to avoid the risk of conflict arising and to give effect to the provisions of this Part, including:

- (a) meeting regularly from the making of this Order to discuss coordination;
- (b) providing a point of contact for continuing liaison and coordination throughout the construction and operation of the authorised development and the SSDE authorised project;
- (c) keeping the other party informed (respectively) of the programme of works for the authorised development and the SSDE authorised project; and
- (d) provide the other party with written notice at least 60 business days prior to the commencement of activities within the overlap area.

Costs and Indemnity

~~10.9. — xxxx) (1)~~ Save where otherwise agreed in writing between ~~SSDEP~~SSDEPL and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to ~~SSDEP~~SSDEPL within 22 business days of the receipt of an itemised invoice or claim for the same all charges, costs and expenses reasonably anticipated to be incurred within the following three months ~~or and/or which have been~~ reasonably and properly incurred by ~~SSDEP~~SSDEPL in connection with ~~SSDEP's~~SSDEPL's compliance with this Part of this Schedule including but not limited to in relation to the review and approval of plans, inspection of any specified works or the alteration or protection of

(2) Subject to sub-paragraphs (2) to (7), if by reason or in direct consequence of the construction, use, operation, maintenance, or failure of any specified works or in direct consequence of any act or default of the undertaker (or any person employed or authorised by ~~him~~ it) in the course of carrying out such activities, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by ~~SSDEP~~SSDEPL, or ~~SSDEP~~SSDEPL becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay, on receipt of an itemised invoice or claim from ~~SSDEP~~SSDEPL, the cost reasonably and properly incurred by ~~SSDEP~~SSDEPL in making good such damage or restoring the service or supply; and
- (b) indemnify ~~SSDEP~~SSDEPL for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from ~~SSDEP~~SSDEPL, by reason or in consequence of any such damage or interruption or ~~SSDEP~~SSDEPL becoming liable to any third party as aforesaid other than arising from any default of ~~SSDEP~~SSDEPL.

(3) Nothing in sub-paragraph (1) and (2) imposes any liability on the undertaker with respect to—

- (a) any damage or interruption to the extent that it is attributable to the act, neglect or default of ~~SSDEP~~SSDEPL, its officers, servants, contractors or agents; or
- (b) 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.

(4) ~~SSDEP~~SSDEPL must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(5) ~~SSDEP~~SSDEPL must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) ~~SSDEP~~SSDEPL must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph ~~9.10~~ applies and if requested to do so by the undertaker, ~~SSDEP~~SSDEPL shall provide an explanation of how the claim has been minimised.

(7) The undertaker shall only be liable under this paragraph ~~9.10~~ for claims reasonably incurred by ~~SSDEP~~SSDEPL.

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			Insurance <u>11.(1) The undertaker shall not commence any works or activities within the overlap area unless and until SSDEPL has confirmed in writing that it is satisfied, acting reasonably, that the undertaker has first provided evidence—</u> <u>(a) of acceptable insurance; and</u> <u>(b) that it shall maintain such acceptable insurance for the entire construction period of the works or activities within the overlap area from the proposed date of commencement of construction of that part of the authorised development.</u> <u>(2) SSDEPL's confirmation under sub-paragraph (1) must not be unreasonably withheld or delayed.</u> <u>(3) Where the undertaker's contractor has provided the acceptable insurance required under sub-paragraph (1), the undertaker shall remain responsible for ensuring that the acceptable insurance is in place and maintained as required under this paragraph.</u> Arbitration <u>12.10-</u> Any dispute arising between the undertaker and SSDEP<u>SSDEPL</u> under this Part must be determined by arbitration under article 62 (arbitration). Requirements <u>13.11-</u> Insofar as the construction of the authorised project gives rise to the need to modify any plan or scheme secured by a requirement contained in Schedule 2 to SSDE DCO, the undertaker will provide such assistance as is reasonably necessary to support SSDEP<u>SSDEPL</u> in pursuing any such modification. Notices <u>14.12-</u> Notwithstanding article 61 (service of notices), each notice and all other information required to be sent to SSDEP<u>SSDEPL</u> under the terms of this Part must be sent to SSDEP<u>SSDEPL</u> at its registered office and marked for the attention of SSDE DCO Project Manager.	
135.	Schedule 16, Protective Provisions (Part 11 – For the Protection	Updates following engagement with Exolum	“Application” means the application to the Secretary of State for the Order made by the undertaker under the Planning Act 2008 on [a 00 month year]<u>29 August 2025</u>.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			of Exolum Pipeline System) Facilities and Rights for Alternative Apparatus 15. Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Exolum facilities and rights in land for the access to, construction and maintenance of Alternative Apparatus and Alternative Rights, in substitution for Apparatus to be decommissioned or removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and Exolum both acting reasonably <u>provided that it will not be unreasonable for Exolum to decline to agree terms and conditions that are less favourable on the whole than the facilities and rights enjoyed by Exolum in respect of the Apparatus to be decommissioned or removed</u> or in default of agreement settled by arbitration in accordance with Article 62 (arbitration).	
136.	Schedule 16, Protective Provisions (Part 12 – For the Protection of Affinity Water Limited)	Correction to cross-reference.	(9) Where the undertaker does not agree that any claim for costs made by Affinity Water under this paragraph is reasonable, the undertaker must notify Affinity Water of that within 10 business days of receiving the claim. The undertaker and Affinity Water will escalate the matter internally and will each nominate a senior officer to attend a discussion on the dispute. Where the parties fail to reach agreement following such discussion, any difference or dispute over the claim shall be determined by expert determination in accordance with paragraph 140 <u>14</u>.	G
137.	Schedule 16, Protective Provisions (Part 13 – For the Protection of Northumbrian Water and Suffolk and Essex Water Limited)	Formatting correction.	(4) Without prejudice to paragraph 3(2) hereof if, in the exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that NWL's <u>NWL's</u> apparatus is altered, relocated or diverted, that apparatus must not be altered, removed, and any right of NWL to maintain that apparatus in that land must not be extinguished, <u>until</u> (a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of NWL; and (b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 6(1) or 6.7.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
138.	Schedule 16, Protective Provisions (Part 14 – For the Protection of Anglian Water)	Correction to cross-references and formatting.	Apparatus in stopped up streets 4. — (1) <u>(1)</u> Where any street is stopped up under article 15 (permanent stopping up of streets and public rights of way), where Anglian Water has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Anglian Water legal easements reasonably satisfactory to Anglian Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Anglian Water to require the removal of that apparatus under paragraph 85 <u>7</u> or the power of the undertaker to carry out works under paragraph 87 <u>7</u>. Removal of apparatus 7. — (1) <u>(1)</u> If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that Anglian Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until— (a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and (b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 86 <u>6</u>.	G

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Retained apparatus

9. —~~ooooo~~ (1) Not less than 20 business days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus (or any means of access to it) the removal of which has not been required by the undertaker under paragraph ~~85.7~~(2), the undertaker must submit to Anglian Water a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works subject to compliance at all times with the undertaker's reasonable site safety rules and all applicable health and safety laws.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 15 business days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If Anglian Water in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires:

- (a) the carrying out of any protective works and gives reasonable notice to the undertaker of that requirements, paragraphs ~~85.7~~(3) to 7(6) apply to the delivery of the protective works, or
- (b) the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph ~~85.7~~(2).

11. —~~qqqqqq~~ (1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs ~~85.7~~ or ~~85.7~~(2), or by reason of any subsidence resulting from such development or 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

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must— (a) bear and pay the cost reasonably incurred by Anglian Water in making good such damage or restoring the supply; and (b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water, by reason or in direct consequence of any such damage or interruption. (2) Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, penalties and costs to which the provisions of sub- paragraph (1) applies. If requested to do so by the undertaker, Anglian Water will provide an explanation of how any claim has been minimised. The undertaker will not be liable under paragraph 22<u>10</u>(1) for claims unreasonably incurred by Anglian Water. Cooperation 12. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 85<u>7</u>(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water's undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.	
139. Schedule 16, Protective Provisions (Part 15 – For the Protection of Water Management Alliance)	Updates following engagement with Water Management Alliance.	“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 9m of a drainage work or is otherwise likely to: (a) affect any drainage works or the total volume or volumetric rate of flow of water in or flowing to or from any drainage works; (b) affect the flow of water in any such drainage work; (c) <u>restrict access to any ordinary watercourse;</u> (d) <u>restrict the ability of the drainage authority to spread spoils arising from ordinary watercourses within 9 metres of the landward toe of either side or the banks of the watercourse; or</u> (e) (e) affect the conservation, distribution or use of water resources.	G

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Approval of plans	
		3. —(1) <u>(1)</u> The undertaker must not make any opening into or connections with any watercourse or drain in connection with the authorised development or carry out any specified work except— (a) in accordance with plans approved by the drainage authority in accordance with this Part of this Schedule or determined under paragraph 11 (Disputes); and (b) where the drainage authority has been given the opportunity to supervise the making of the opening or connection, or specified work and no discharge of water under article 20 (discharge of water) shall be made until details of the location and maximum rate of discharge have been submitted to and approved in writing by the relevant drainage authority	
140. Schedule 16, Protective Provisions (Part 16 – For the Protection of the Railways)	Correction to cross-references and minor typographical corrections	(2) Any specified work and any protective works to be constructed by virtue of paragraph 5<u>4</u>(6), must, when commenced, be constructed— (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 5; (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer; 10. —(1) <u>(1)</u> Provided such sums are not payable under any other agreement between the undertaker and Network Rail, the undertaker must repay to Network Rail, following receipt of a VAT invoice, all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail— (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(4), in constructing any adjoining works under the provisions of paragraph 5(5) or in constructing any protective works under the provisions of paragraph 5<u>4</u>(6) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works; (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)— (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1)) in order to identify all potential causes of EMI and the measures required to eliminate them; (7) In the event of EMI having occurred— (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI; (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and (2) Network Rail must— (a) give the undertaker reasonable written notice of any such claims or demands referred to in sub-paragraph (1) as soon as reasonably practicable after Network Rail become aware of the same; (b) not make any settlement or compromise of such a claim or demand without the prior consent	
141.	Schedule 16, Protective Provisions (Part 17 – For the Protection of the LTC undertaker)	New protective provisions included following engagement with the LTC undertaker	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	G
142.	Schedule 16, Protective Provisions (Part 18 – For the Protection	New protective provisions included following engagement with Tarchon	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
	of Tarchon Energy Limited)			
143.	Schedule 16, Protective Provisions (Part 19 – For the Protection of ScottishPower Renewables (UK) Limited)	New protective provisions included following engagement with ScottishPower	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	G
144.	Schedule 16, Protective Provisions (Part 20 – For the Protection of TC East Anglia One Limited)	New protective provisions included following engagement with TC East Anglia One	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	G
145.	Schedule 16, Protective Provisions (Part 21 – For the Protection of East Anglia One Limited)	New protective provisions included following engagement with East Anglia One	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	G
146.	Schedule 16, Protective Provisions	New protective provisions included following	New protective provisions included. In the interests of legibility of this document, these are not replicated here.	G

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO												
	(Part 22 – For the Protection of East Anglia Three Limited)	engagement with East Anglia 3														
147.	Schedule 17, Public General Legislation	Update for clarity of understanding. Minor typographical corrections.	Neighbourhood Planning Act 2017 4. The provisions of the Neighbourhood Planning Act 2017(b) <u>will not apply</u> in so far as they relate to temporary possession of land under articles 27 (Temporary<u>temporary</u> use of land by National Grid), 28 (Temporary<u>temporary</u> use of land by UKPN and UKOP) and 29 (Temporary<u>temporary</u> use of land for maintaining the authorised development) of this Order.	G												
148.	Schedule 18, Amendment of Local Legislation	Minor typographical correction to table heading	<table><tr><th><i>Year</i></th><th><i>Chapter</i></th><th><i>Title</i></th><th>Section<u>Sections</u></th></tr><tr><td>1836</td><td>cvi</td><td>Eastern Counties Railway</td><td>All</td></tr><tr><td>1836</td><td>cviii</td><td>Thames Haven, Dock and Railway</td><td>All</td></tr></table>	<i>Year</i>	<i>Chapter</i>	<i>Title</i>	Section <u>Sections</u>	1836	cvi	Eastern Counties Railway	All	1836	cviii	Thames Haven, Dock and Railway	All	G
<i>Year</i>	<i>Chapter</i>	<i>Title</i>	Section <u>Sections</u>													
1836	cvi	Eastern Counties Railway	All													
1836	cviii	Thames Haven, Dock and Railway	All													

149. Schedule 19,
Certified
Documents

Updates to list of certified documents to:

(a) list all ES documents for completeness;

(b) list all documents referred to in the 3.1 Draft DCO;

(c) include documents on a “blue pencil” basis in connection with the “blue pencil” drafting of Article 63 and Schedule 20 (Landscape compensation, offsetting and enhancement). For ease of legibility, the footnotes relating to each of these entries, and which explains their blue pencil nature, is not replicated here;

(d) include document revision numbers. Where packages of plans have different revisions depending on the Section of the route, the revision number is not given in this Schedule, but can be easily established through Schedule 2 (plans), to which the definition of each package of plans in article 2 (interpretation) refers.

(1) Document title	(2) Document reference
Access, Rights of Way and Public Rights of Navigation Plans rights of way and public rights of navigation plans	2.5
[Ardleigh & Little Bromley landscape compensation, offsetting and enhancement area plan](a)	
Book of reference	4.3 (E)
[Burstall and Bramford landscape compensation, offsetting and enhancement area plan](b)	
[Colne Valley (including Fordham, Ford Street and Aldham) landscape compensation, offsetting and enhancement area plan](c)	
Design approach to for site specific infrastructure	7.16 (E)
Design and Layout Plans layout plans (elevations)	2.6.1
Design and layout plans (pylons)	2.6.2
Detailed written schemes of investigation for mitigation areas	8.18 to 8.24 (B)
Environmental statement together with any supplemental or additional environmental information, and which includes—	6.1 to 6.21 (inclusive)
Historic environment supplemental environmental information Environmental Statement Chapter 1 - Introduction	6.1 (B)
Environmental Statement Appendix 1.1 - Competent Experts Evidence	6.1.A1 (B)
Environmental Statement Figure 1.1 - Site Location Plan and Project Sections	6.1.F1 (A)
Environmental Statement Chapter 2 - Key Legislation and Planning Policy Context	6.2 (B)
Environmental Statement Chapter 3 - Alternatives	6.3 (B)
Environmental Statement Appendix 3.1 - Our Approach to Options Appraisal	6.3.A1 (A)
Ecology supplemental environmental information Environmental Statement Appendix 3.2 - Our Approach to Consenting	6.3.A2 (A)
Environmental Statement Chapter 4 - Project Description	6.4 (B)
Environmental Statement Appendix 4.1 - Greenhouse Gas Assessment	6.4.A1 (B)
Environmental Statement – Appendix 4.2 Watercourse Crossing Details	6.4.A2 (C)

G

(1) <i>Document title</i>	(2) <i>Document reference</i>
Environmental Statement Figure 4.1 - Proposed Project Design	6.4.F1 (B)
Environmental Statement Figure 4.2 - Proposed Project Design - Permanent Features	6.4.F2 (B)
Environmental Statement Chapter 5 – EIA Approach and Methods	6.5 (B)
Environmental Statement Appendix 5.1 - National Grid's response to the EIA Scoping Opinion	6.5.A1 (B)
Environmental Statement Appendix 5.2 - Scope of the Assessment	6.5.A2 (B)
Environmental Statement Chapter 6 - Agriculture and Soils	6.6 (B)
Environmental Statement Appendix 6.1 - Agricultural Land Classification Report (including Figure A6.1.1: Detailed Agricultural Land Classification (Rev C))	6.6.A1 (B)
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Environmental Statement Figure 6.1 - Agriculture and Soils Study Area	6.6.F1 (A)
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Environmental Statement Figure 6.4 - Agri-Environmental Schemes	6.6.F4 (A)
Environmental Statement Figure 6.5 - Forestry and Woodland Grant Schemes	6.6.F5 (A)
Environmental Statement Figure 6.6 - Soil Association Map	6.6.F6 (A)
Environmental Statement Chapter 7 - Air Quality	6.7 (B)
Environmental Statement Appendix 7.1 - Air Quality Assessment Methodology	6.7.A1 (B)
Environmental Statement Appendix 7.2 - Air Quality Baseline Data	6.7.A2 (B)
Environmental Statement Appendix 7.3 - Air Quality Assessment Results	6.7.A3 (B)
Environmental Statement Figure 7.1 - Air Quality Study Area and Constraints	6.7.F1 (A)
Environmental Statement Figure 7.2 - Air Quality Background Concentrations 2023	6.7.F2 (A)
Environmental Statement Figure 7.3 - Air Quality Background Concentrations 2030	6.7.F3 (A)

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Environmental Statement Figure 7.4 - Air Quality Construction Dust Study Area	6.7.F4 (A)	
		Environmental Statement Figure 7.5 - Air Quality – Affected Road Network	6.7.F5 (B)	
		Environmental Statement Figure 7.6 - Air Quality Verification	6.7.F6 (A)	
		Environmental Statement Figure 7.7 - Air Quality Generators	6.7.F7 (A)	
		Ancient Woodland Technical Note Environmental Statement Chapter 8 - Ecology and Biodiversity	8.10.1 6.8 (C)	
		Environmental Statement Appendix 8.1 - Habitat Report	6.8.A1 (C)	
		<i>(1) Document title</i>	<i>(2) Document reference</i>	
		Environmental Statement Appendix 8.2 - National Vegetation Classification Report	6.8.A2 (B)	
		Environmental Statement Appendix 8.3 - Hedgerows Regulations Report	6.8.A3 (B)	
		Environmental Statement Appendix 8.4 - Aquatic Report	6.8.A4 (B)	
		Environmental Statement Appendix 8.5 - Terrestrial Invertebrate Report	6.8.A5 (B)	
		Environmental Statement Appendix 8.6 - Reptile Report	6.8.A6 (B)	
		Environmental Statement Appendix 8.7 - Breeding Bird Report (Confidential and Redacted)	6.8.A7 (C)	
		Environmental Statement Appendix 8.8 - Wintering and Passage Bird Report	6.8.A8 (B)	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>Environmental Statement Appendix 8.9 - Bat Roost Report</u>	<u>6.8.A9 (C)</u>	
		<u>Environmental Statement Appendix 8.10 - Bat Activity Report</u>	<u>6.8.A10 (C)</u>	
		<u>Environmental Statement Appendix 8.11 - Bat Radio-Tracking Report</u>	<u>6.8.A11 (B)</u>	
		<u>Environmental Statement Appendix 8.12 - Hazel Dormouse Report</u>	<u>6.8.A12 (B)</u>	
		<u>Environmental Statement Appendix 8.13 - Otter and Water Vole Report (Confidential and Redacted)</u>	<u>6.8.A13 (C)</u>	
		<u>Environmental Statement Appendix 8.14 - Species of Principal Importance Report</u>	<u>6.8.A14 (B)</u>	
		<u>Environmental Statement Appendix 8.15 - Badger Report (Confidential and Redacted)</u>	<u>6.8.A15 (C)</u>	
		<u>Environmental Statement Appendix 8.16 - Designated Sites</u>	<u>6.8.A16 (B)</u>	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>Environmental Statement Chapter 9 - Contaminated Land Geology and Hydrogeology</u>	<u>6.9 (B)</u>	
		<u>Environmental Statement Appendix 9.1 - Baseline Information and Preliminary Contamination Risk Assessment</u>	<u>6.9.A1 (B)</u>	
		<u>Environmental Statement Appendix 9.2 - Qualitative Minerals Resource and Infrastructure Assessment</u>	<u>6.9.A2 (B)</u>	
		<u>Environmental Statement Appendix 9.3 - Groundwater Baseline and Qualitative Groundwater risk assessment</u>	<u>6.9.A3 (B)</u>	
		<u>Environmental Statement Appendix 9.4 - Hydrogeological Risk Assessment</u>	<u>6.9.A4 (A)</u>	
		<u>Environmental Statement Figure 9.1 - Superficial Geology</u>	<u>6.9.F1 (A)</u>	
		<u>Environmental Statement Figure 9.2 - Bedrock Geology</u>	<u>6.9.F2 (A)</u>	
		<u>Environmental Statement Figure 9.3 - Mineral Safeguarding Areas Mineral Consultation Areas and Minerals Infrastructure</u>	<u>6.9.F3 (A)</u>	
		<u>Environmental Statement Figure 9.4 - Geologically Designated Sites</u>	<u>6.9.F4 (B)</u>	
		<u>Environmental Statement Figure 9.5 - Hydrogeology and Hydrogeological Receptors</u>	<u>6.9.F5 (A)</u>	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(1) <i>Document title</i>	(2) <i>Document reference</i>	
		Environmental Statement Figure 9.6 - Sites with a Moderate or Above Risk Classification	6.9.F6 (A)	
		Environmental Statement Chapter 10 - Health and Wellbeing	6.10 (C)	
		Environmental Statement Appendix 10.1 - Health and Wellbeing Baseline Statistics	6.10.A1 (C)	
		Environmental Statement Figure 10.1 - Health and Wellbeing Study Areas	6.10.F1 (A)	
		Environmental Statement Figure 10.2 - Health and Wellbeing Receptors	6.10.F2 (A)	
		Environmental Statement Figure 10.3 - Indices of Multiple Deprivation Score	6.10.F3 (B)	
		Environmental Statement Figure 10.4 - Percentage of the Study Area identifying as female	6.10.F4 (A)	
		Environmental Statement Figure 10.5 - Percentage of the Study Area identifying as non-white including Asian black mixed ethnic and other ethnicities	6.10.F5 (A)	
		Environmental Statement Figure 10.6 - Percentage of the Study Area with English as their main language	6.10.F6 (A)	
		Environmental Statement Figure 10.7 - Percentage of the Study Area economically active	6.10.F7 (A)	
		Environmental Statement Figure 10.8 - Percentage of the Study Area with a qualification of Level 2 or lower	6.10.F8 (A)	
		Environmental Statement Figure 10.9 - Population density of the Study Area	6.10.F9 (A)	
		Environmental Statement Figure 10.10 - Percentage of the Study Area considered disabled under the Equality Act	6.10.F10 (A)	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>Environmental Statement Figure 10.11 - Adult prevalence of overweight including obesity in the Study Area</u>	<u>6.10.F11 (A)</u>	
		<u>Environmental Statement Figure 10.12 - Year 6 prevalence of overweight including obesity in the Study Area</u>	<u>6.10.F12 (A)</u>	
		<u>Environmental Statement Figure 10.13 - Population within a 10 minute walk of green or blue space</u>	<u>6.10.F13 (A)</u>	
		<u>Environmental Statement Figure 10.14 - Crime rate for public order crimes per 100,000</u>	<u>6.10.F14 (A)</u>	
		<u>Environmental Statement Chapter 11 – Historic Environment</u>	<u>6.11 (D)</u>	
		<u>Environmental Statement Appendix 11.1 - Historic Environment Baseline Report (including Figure A11.1.1: Designated Heritage Assets, Figure A11.1.2: Non-Designated Heritage Assets)</u>	<u>6.11.A1 (C)</u>	
		<u>Environmental Statement Appendix 11.2 - Historic Environment Assessment Tables</u>	<u>6.11.A2 (D)</u>	
		<u>Environmental Statement Appendix 11.3 - EACN Substation Geophysical Survey Report</u>	<u>6.11.A3 (A)</u>	
		<u>Environmental Statement Appendix 11.4 - Geophysical Survey (Priority Areas) Results Report</u>	<u>6.11.A4 (D)</u>	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(1) <i>Document title</i>	(2) <i>Document reference</i>	
		Environmental Statement Appendix 11.5 - Trial Trenching Results Report	6.11.A5 (C)	
		Environmental Statement Appendix 11.6 - Geoarchaeological Monitoring of Ground Investigation Works Report	6.11.A6 (A)	
		Environmental Statement Appendix 11.7 - Assessment of Harm to Designated Heritage Assets	6.11.A7 (B)	
		Environmental Statement Appendix 11.8 - Phase 2 Geophysical Survey	6.11.A7 (A)	
		Environmental Statement Figure 11.1 - Historic Environment Study Area	6.11.F1 (A)	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Environmental Statement Figure 11.2 - Designated Heritage Assets Assessed in the ES Chapter	6.11.F2 (C)	
		Environmental Statement Figure 11.3 - Non-Designated Heritage Assets Assessed in the ES Chapter	6.11.F3 (D)	
		Environmental Statement Figure 11.4 - Geophysical Survey and Archaeological Trial Trenching Priority Areas	6.11.F4 (C)	
		Environmental Statement Figure 11.5 - Historic Environment and LVIA Viewpoint Locations	6.11.F5 (A)	
		Environmental Statement Figure 11.6 - Phase 2 Geophysical Survey Preliminary Results	6.11.F6 (A)	
		Environmental Statement Chapter 12 - Hydrology Land Drainage and Flood Risk	6.12 (B)	
		Environmental Statement Appendix 12.1 - Hydrology Land Drainage and Flood Risk Baseline Data	6.12.A1 (B)	
		Environmental Statement Figure 12.1 - Study Area and Water Environment Features	6.12.F1 (A)	
		Environmental Statement Figure 12.2 - Flood Risk Areas	6.12.F2 (A)	
		Environmental Statement Figure 12.3 - Water Framework Surface Waterbody Status	6.12.F3 (B)	
		Environmental Statement Chapter 13 - Landscape and Visual	6.13 (B)	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Environmental Statement Appendix 13.1 - Landscape and Visual Methodology	6.13.A1 (B)	
		Environmental Statement Appendix 13.2 - Landscape Baseline and Assessment	6.13.A2 (B)	
		Environmental Statement Appendix 13.3 - Visual Baseline and Assessment	6.13.A3 (B)	
		Environmental Statement Appendix 13.4 - Residential Visual Amenity Assessment	6.13.A4 (D)	
		Environmental Statement Appendix 13.5 - National Landscape Assessment Study	6.13.A5 (B)	
		Environmental Statement Appendix 13.6 - Arboricultural Impact Assessment (including Figure A13.6.1: Arboricultural Impact Plan)	6.13.A6 (B)	
		Environmental Statement Figure 13.1 - LVIA Study Area and Landscape Designations	6.13.F1 (B)	
		Environmental Statement Figure 13.2 - Landform and Drainage	6.13.F2 (A)	
		Environmental Statement Figure 13.3 - Trees and	6.13.F3 (A)	

(1) <i>Document title</i>	(2) <i>Document reference</i>
<u>Woodland</u>	
<u>Environmental Statement Figure 13.4 - Settlements and Infrastructure</u>	<u>6.13.F4 (A)</u>
<u>Environmental Statement Figure 13.5 - National Character Areas and East of England Typology</u>	<u>6.13.F5 (A)</u>
<u>Environmental Statement Figure 13.6 - Landscape Character Types and Landscape Character Areas</u>	<u>6.13.F6 (C)</u>
<u>Environmental Statement Figure 13.7: Visual Receptors and Viewpoints</u>	<u>6.13.F7 (D)</u>
<u>Environmental Statement Figure 13.8 - ZTV of Proposed 400kV Overhead Line by Project Section heat mapping number of structures theoretically visible version</u>	<u>6.13.F8 (A)</u>
<u>Environmental Statement Figure 13.9 - ZTV of Proposed 400kV Overhead Line by Project Section proportions of structures visible version</u>	<u>6.13.F9 (A)</u>
<u>Environmental Statement Figure 13.10 - ZTV of Bramford Substation Extension</u>	<u>6.13.F10 (A)</u>
<u>Environmental Statement Figure 13.11 - ZTV of Wenham Grove CSE Compound</u>	<u>6.13.F11 (A)</u>
<u>Environmental Statement Figure 13.12 - ZTV of East Anglia Connection Node EACN</u>	<u>6.13.F12 (A)</u>
<u>Environmental Statement Figure 13.13 - ZTV of Great Horkesley EACN side CSE Compound</u>	<u>6.13.F13 (A)</u>
<u>Environmental Statement Figure 13.14 - ZTV of Great Horkesley Tilbury side CSE Compound</u>	<u>6.13.F14 (A)</u>
<u>Environmental Statement Figure 13.15 - ZTV of Fairstead CSE Compounds</u>	<u>6.13.F15 (A)</u>
<u>Environmental Statement Figure 13.16 - ZTV of Tilbury North Substation</u>	<u>6.13.F16 (A)</u>
<u>Environmental Statement Figure 13.17 - ZTV of Tilbury North Warley Side CSE Compound</u>	<u>6.13.F17 (A)</u>
<u>Environmental Statement Figure 13.18 - ZTV of Tilbury North Tilbury Side CSE Compound</u>	<u>6.13.F18 (A)</u>
<u>Environmental Statement Figure 13.19 - ZTV within Dedham Vale National Landscape</u>	<u>6.13.F19 (A)</u>
<u>Environmental Statement Chapter 14 - Noise and Vibration</u>	<u>6.14 (B)</u>

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>Environmental Statement Appendix 14.1 - Construction Noise and Vibration Data</u>	<u>6.14.A1(B)</u>	
		<u>Environmental Statement Appendix 14.2 - Construction Traffic Noise Assessment</u>	<u>6.14.A2(B)</u>	
		<u>Environmental Statement Appendix 14.3 - EACN Substation Operational Noise Assessment</u>	<u>6.14.A3(B)</u>	
		<u>Environmental Statement Appendix 14.4 - Tilbury North Substation Operational Noise Assessment</u>	<u>6.14.A4(B)</u>	
		<u>Environmental Statement Appendix 14.5 - Operational Noise from Overhead Lines Informative</u>	<u>6.14.A5(B)</u>	
		<u>Environmental Statement Figure 14.1 - Baseline Noise Data</u>	<u>6.14.F1(A)</u>	
		<u>Environmental Statement Figure 14.2 - Construction Noise Assessment Outputs</u>	<u>6.14.F2(A)</u>	
		<u>Environmental Statement Figure 14.3 - Construction Vibration Assessment Outputs</u>	<u>6.14.F3(A)</u>	

(1) <i>Document title</i>	(2) <i>Document reference</i>
<u>Environmental Statement Chapter 15 - Socio-Economics, Recreation and Tourism</u>	<u>6.15 (C)</u>
<u>Environmental Statement Appendix 15.1 - Built and Other Assets within the 3 km Study Area</u>	<u>6.15.A1(B)</u>
<u>Environmental Statement Appendix 15.2 - Review of Aviation Impact</u>	<u>6.15.A2(C)</u>
<u>Environmental Statement Figure 15.1 - Socio-economics Recreation and Tourism Study Areas</u>	<u>6.15.F1 (A)</u>
<u>Environmental Statement Figure 15.2 - Community Facilities, Businesses, Recreation and Tourism Assets</u>	<u>6.15.F2 (A)</u>
<u>Environmental Statement Figure 15.3 - Recreational Land and Recreational Routes</u>	<u>6.15.F3 (A)</u>
<u>Environmental Statement Chapter 16 - Traffic and Transport</u>	<u>6.16 (B)</u>
<u>Environmental Statement Appendix 16.1 - Engagement Undertaken Relevant to Traffic and Transport</u>	<u>6.16.A1(B)</u>
<u>Environmental Statement Appendix 16.2 - Traffic and Transport Baseline Conditions</u>	<u>6.16.A2(B)</u>
<u>Environmental Statement Appendix 16.3 - Future Baseline</u>	<u>6.16.A3(B)</u>
<u>Environmental Statement Appendix 16.4 - Construction Effects</u>	<u>6.16.A4(B)</u>
<u>Environmental Statement Figure 16.1 - Primary Access Routes</u>	<u>6.16.F1 (B)</u>
<u>Environmental Statement Figure 16.2 - Sensitive Receptors</u>	<u>6.16.F2 (A)</u>
<u>Environmental Statement Figure 16.3 - Personal Injury Collision Data</u>	<u>6.16.F3 (A)</u>
<u>Environmental Statement Figure 16.4 - Traffic Counts and PRow User Survey Locations</u>	<u>6.16.F4 (A)</u>
<u>Environmental Statement Figure 16.5 - Additional Mitigation Measures</u>	<u>6.16.F5 (A)</u>
<u>Environmental Statement Chapter 17 - Cumulative Effects</u>	<u>6.17 (B)</u>
<u>Environmental Statement Appendix Intra-Project Cumulative Effects</u>	<u>6.17.A1(A)</u>

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>Environmental Statement Appendix 17.2 - Long List and Short List of Other Developments</u>	<u>6.17.A2 (A)</u>	
		<u>Environmental Statement Appendix 17.3 - Inter-Project Cumulative Effects</u>	<u>6.17.A3 (A)</u>	
		<u>Environmental Statement Figure 17.1 - Long List of 'Other Developments' Considered within the Cumulative Impacts Assessment</u>	<u>6.17.F1 (A)</u>	
		<u>Environmental Statement Figure 17.2 - Short List of 'Other Developments' Considered within the Cumulative Impacts Assessment</u>	<u>6.17.F2 (A)</u>	
		<u>Environmental Statement Chapter 17 - Cumulative Effects - Response Update</u>	<u>6.17.1 (B)</u>	
		<u>Environmental Statement Chapter 18 - Summary</u>	<u>6.18 (B)</u>	
		<u>Scoping Report</u>	<u>6.19 (A)</u>	
		<u>Scoping Opinion</u>	<u>6.20 (A)</u>	
		<u>Non-Technical Summary</u>	<u>6.21 (B)</u>	

Ancient woodland technical note	8.10.1 (A)
Proposed Change Application 1 Addendum to Environmental Statement – Change Request change application 1 addendum to environmental statement – change request 1 (Bulphan) (Final Issue CA1)	9.11 (CA1)
Proposed Change Application 2: Addendum to Environmental Statement – Change Request change application 2: addendum to environmental statement – change request 2 (Little Bromley) (CA2) (Final Issue CA2)	9.12 (CA2)
[Gipping Valley landscape compensation, offsetting and enhancement area plan](a)	
[Great and Little Waltham landscape compensation, offsetting and enhancement area plan](b)	
[Hutton, Mountnessing and Havering's Grove landscape compensation, offsetting and enhancement area plan](c)	
[Ingatstone and Buttsbury landscape compensation, offsetting and enhancement area plan](d)	
Land plans	2.2 (F)
Open access land plans	2.15 (A)
Outline archaeological mitigation strategy and outline written scheme of investigation	7.5 (C)
Outline code of construction practice	7.2 (G)
Outline construction traffic management plan	7.3 (F)
Outline employment and skills plan	8.13 (B)
Outline landscape and ecological management plan	7.4 (G)
Outline offsite off site planting delivery scheme	8.28 (A)
Outline public rights of way management plan	7.6 (D)
Special category land and Crown land plans	2.14 (F)
[Tilbury North landscape compensation, offsetting and enhancement area plan](e)	
Traffic regulation order plans	2.4
Trees and hedgerows to be removed and/or managed plans	2.16

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			[Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling) landscape compensation, offsetting and enhancement area plan](a)	
			Works plans	2.3

150. Schedule 20, landscape compensation, offsetting and enhancement in relation to specified locations
- In response to questions at Issue Specific Hearing 4, the Applicant has proposed some “blue pencil” drafting in connection with landscape compensation, offsetting and enhancement in relation to specified location.

G

[SCHEDULE 20(a)]

Article 63

LANDSCAPE COMPENSATION, OFFSETTING AND ENHANCEMENT IN RELATION TO SPECIFIED LOCATIONS

Interpretation

1. In this Schedule—

“BCIS Index” means (subject to paragraph 2(3)) the General Building Cost Index published from time to time by the Building Cost Information Service of the Royal Institution of Chartered Surveyors;

“contribution” means the sum specified in column 3 of the table in paragraph 2 for the landscape compensation, offsetting and enhancement area specified in column 1 which is to be paid on the terms of this Schedule to the relevant authority specified in column 2 of that table for that area;

“landscape compensation, offsetting and enhancement area” means the relevant area described in column 1 of the table in paragraph 2;

“landscape compensation, offsetting and enhancement measures” has the meaning given in paragraph 4(2);

“relevant authority” means the authority specified in column 2 of the table in paragraph 2 (in its capacity as local planning authority) for the landscape compensation, offsetting and enhancement area specified in column 1 of that table; and any reference in this Schedule to a named relevant authority includes any successor body exercising its functions as local planning authority;

“reporting year” means each period of 12 months beginning on the anniversary of the date on which the contribution was paid to the relevant authority, except that the first reporting year begins on the date of payment and ends on the first such anniversary; and

“ten-year date” means, in relation to a contribution, the date falling 10 years after the date on which that contribution was paid to the relevant authority.

Payment

2. —(1) National Grid must pay to the relevant authority set out in column (2) of the table below the corresponding contribution or contributions set out in column (3) of that table in relation to the landscape compensation, offsetting and enhancement area or areas set out in column (1) of that table prior to the commencement of the authorised development within the landscape compensation, offsetting and enhancement area or areas to which that contribution relates—

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>(1)</u> <u>Landscape compensation, offsetting and enhancement area</u> <u>Waveney Valley (including Snow Street, Roydon, Roydon Fen and Wortham Ling), being the area dashed black and identified as "landscape compensation, offsetting and enhancement area" on the Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling) landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils—</u> <u>(a) Bressingham Parish Council;</u> <u>(b) Burgate Parish Council;</u> <u>(c) Diss Parish Council;</u> <u>(d) Heywood Parish Council;</u> <u>(e) Palgrave Parish Council;</u> <u>(f) Roydon Parish Council;</u> <u>(g) Shelfanger Parish Council;</u> <u>(h) Thrandeston Parish Council; and</u> <u>(i) Wortham Parish Council</u>	<u>(2)</u> <u>Relevant authority</u> <u>Norfolk County Council</u>	<u>(3)</u> <u>Contribution</u> <u>£820,000 (eight hundred and twenty thousand pounds)</u>

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>Burstall and Bramford, being the area dashed black and identified as “landscape compensation, offsetting and enhancement area” on the Burstall & Bramford landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils—</u> <u>(a) Bramford Parish Council;</u> <u>(b) Burstall Parish Council;</u> <u>(c) Chattisham Parish Council;</u> <u>(d) Copdock and Washbrook Parish Council;</u> <u>(e) Elmsett Parish Council;</u> <u>(f) Flowton Parish Council;</u> <u>(g) Hintlesham Parish Council;</u> <u>(h) Little Blakenham Parish Council;</u> <u>(i) Nettlestead Parish Council;</u> <u>(j) Offton Parish Council;</u> <u>(k) Somersham Parish Council; and</u> <u>(l) Sproughton Parish Council</u> <u>Gipping Valley, being the area dashed black and identified as “landscape compensation, offsetting and enhancement area” on the Gipping Valley landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils—</u> <u>(a) Badley Parish Council;</u> <u>(b) Barking Parish Council;</u>	<u>Suffolk County Council</u>	<u>£530,000 (five hundred and thirty thousand pounds)</u>

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>(1)</u> <u>Landscape compensation, offsetting and enhancement area</u> <u>(c) Battisford Parish Council;</u> <u>(d) Combs Parish Council;</u> <u>(e) Creeping St. Mary Parish Council;</u> <u>(f) Creeping St. Peter Parish Council;</u> <u>(g) Earl Stonham Parish Council;</u> <u>(h) Needham Market Parish Council;</u> <u>(i) Ringshall Parish Council;</u> <u>(j) Stowmarket Parish Council; and</u> <u>(k) Stowupland Parish Council</u> <u>Ardleigh and Little Bromley, being the area dashed black and identified as "landscape compensation, offsetting and enhancement area" on the Ardleigh and Little Bromley landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils—</u> <u>(a) Ardleigh Parish Council;</u> <u>(b) Dedham Parish Council;</u> <u>(c) Elmstead Parish Council;</u> <u>(d) Great Bromley Parish Council;</u> <u>(e) Langham Parish Council;</u> <u>(f) Lawford Parish Council; and</u> <u>(g) Little Bromley Parish Council</u>	<u>(2)</u> <u>Relevant authority:</u> <u>Essex County Council</u>	<u>(3)</u> <u>Contribution</u> <u>£300,000 (three hundred thousand pounds)</u>

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			<u>offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils—</u> <u>(a) Broomfield Parish Council;</u> <u>(b) Chelmsford Garden Parish Council;</u> <u>(c) Chignall Parish Council;</u> <u>(d) Great and Little Leighs Parish Council;</u> <u>(e) Great Waltham Parish Council; and</u> <u>(f) Little Waltham Parish Council</u>	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>Ingatestone and Buttsbury, being the area dashed black and identified as “landscape compensation, offsetting and enhancement area on the Ingatestone and Buttsbury landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils—</u> <u>(a) Billericay Parish Council;</u> <u>(b) Ingatestone and Fryerning Parish Council;</u> <u>(c) Margaretting Parish Council;</u> <u>(d) Mountnessing Parish Council; and</u> <u>(e) Stock Parish Council</u>	<u>Essex County Council</u>	<u>£310,000 (three hundred and ten thousand pounds)</u>
		<u>Hutton, Mountnessing and Havering’s Grove, being the area dashed black and identified as “landscape compensation, offsetting and enhancement area on the Hutton, Mountnessing and Havering’s Grove landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils—</u> <u>(a) Billericay Parish Council;</u> <u>(b) Herongate and Ingrave Parish Council;</u> <u>(c) Ingatestone and Fryerning Parish Council;</u> <u>(d) Little Burstead Parish Council;</u> <u>(e) Mountnessing Parish Council; and</u> <u>(f) Stock Parish Council</u>	<u>Essex County Council</u>	<u>£320,000 (three hundred and twenty thousand pounds)</u>

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<u>Tilbury North, being the area dashed black and identified as "landscape compensation, offsetting and enhancement area the Tilbury North landscape compensation, offsetting and enhancement area plan"</u>	<u>Thurrock Council</u>	<u>£300,000 (three hundred thousand pounds)</u>
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(2) Each contribution specified in column 3 of the table is to be calculated in accordance with the formula $P \times (A \div B)$ where—

- (a) P is the contribution as specified in column 3 of the table;
- (b) A is the figure for the BCIS Index last published before the date on which the contribution falls due for payment; and
- (c) B is the figure for the BCIS Index last published before the date on which this Order was made.

except that where, at the time a contribution falls due for payment, the value of A is equal to or less than the value of B, the contribution is payable at the amount specified in column 3 of the table (that is, the formula does not operate to reduce the contribution below the amount specified in the table).

(3) Where the BCIS Index ceases to be published, is rebased or is replaced by another index—

- (a) any rebased index is to be applied to the periods before and after rebasing in a fair and reasonable manner;
- (b) any replacement index published by the Royal Institution of Chartered Surveyors or the Office for National Statistics, or any successor body exercising equivalent functions, is to be used in substitution for the BCIS Index; and
- (c) if no replacement index is published under sub-paragraph (b), such other index as National Grid and the relevant authority may agree in writing, each acting reasonably, is to be used in substitution for the BCIS Index with effect from the date on which the BCIS Index ceased to be published, and the base index figure is to be adjusted accordingly on a fair and reasonable basis.

Receipt and holding of contributions

3. —(1) On receipt of a contribution, the relevant authority must—

- (a) hold it in an interest-bearing account; and
- (b) ensure that all interest arising on any sum held in that account is credited to the account and treated as part of the contribution for all purposes of this Schedule.

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Use of contributions

4. —(1) Each relevant authority must apply the contribution paid to it exclusively for the purpose of carrying out, maintaining and monitoring the landscape compensation, offsetting and enhancement measures applicable to the landscape compensation, offsetting and enhancement area or areas to which that contribution relates, as described in sub-paragraph (2).

(2) Landscape compensation, offsetting and enhancement measures mean measures which—

- (a) improve the landscape character of the area or areas through the establishment of new trees, woodland, hedgerows or other appropriate planting;
- (b) soften views of the authorised development where this is reasonably capable of being achieved through landscape planting;
- (c) strengthen existing landscape structure and habitats by extending, restoring, improving or connecting established woodland, hedgerows, shelterbelts and other green infrastructure;
- (d) soften the integration of the authorised development within the surrounding landscape through planting that reflects local landscape character and settlement pattern;
- (e) deliver planting using species and designs that are appropriate to local landscape character, environmental conditions and long-term resilience;
- (f) deliver planting that avoids giving rise to unacceptable adverse effects on heritage assets, known archaeological interests, ecological features, agricultural operations, flood risk or other environmental constraints;
- (g) improve public rights of way and public amenity within the area or areas (including way markers and inclusive assistive measures); or
- (h) any other measures which reasonably contribute to the objectives of landscape compensation, enhancement or offsetting in the area or areas,

and must be carried out within the landscape compensation, offsetting and enhancement area or areas to which the contribution relates.

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(3) The relevant authority may retain from the contribution a sum not exceeding 15% of the total amount received, including interest accrued, to meet its reasonable administrative expenses arising from—

- (a) carrying out the landscape compensation, offsetting and enhancement measures applicable to the landscape compensation, offsetting and enhancement area to which that contribution relates; and
- (b) complying with its obligations under this Schedule in relation to that contribution.

(4) The relevant authority may carry out landscape compensation, offsetting and enhancement measures itself or may fund third parties to carry out such measures on its behalf.

Accounting records

5. ~~(1)~~ Each relevant authority must—

- (a) keep accounting records in respect of each contribution paid to it throughout the period during which any part of that contribution remains in the account; and
- (b) retain those records for a period of not less than 6 years after the date on which all sums in the account in respect of the contribution have been expended or otherwise dealt with in accordance with this Schedule.

(2) National Grid is entitled, on giving not less than 15 business days' written notice to the relevant authority, to inspect and take copies of the accounting records kept under sub-paragraph (1).

Annual reports

6. —(1) Each relevant authority must prepare an annual report in respect of each contribution paid to it for each reporting year.

(2) Each annual report must be submitted to National Grid within 40 business days after the end of the reporting year to which it relates.

(3) Each annual report must set out—

- (a) a description of the landscape compensation, offsetting and enhancement measures carried out during the reporting year;
- (b) the amount of expenditure incurred from the contribution during the reporting year, distinguishing between expenditure on landscape compensation, offsetting and enhancement measures and administrative expenses;
- (c) the balance of the contribution (including interest accrued) remaining in the account at the end of the reporting year; and
- (d) the relevant authority's proposals for expenditure during the next reporting year.

Unspent contributions and revised measures

7. —(1) Where, on the ten-year date, any part of a contribution (including interest accrued in the account) remains unspent or uncommitted, the relevant authority must, either—

- (a) within 40 business days after the ten-year date, apply in writing to National Grid for approval to apply the unspent or uncommitted balance to such revised landscape compensation, offsetting and enhancement measures as are specified in that application, together with an explanation of why the measures described in paragraph 4(2) have not been fully carried out and why the proposed revised measures are appropriate; or
- (b) repay to National Grid the unspent or uncommitted balance together with interest in accordance with sub-paragraph (5) provided National Grid has demanded the same and the relevant authority must make the repayment within 40 business days after receiving that demand.

(2) National Grid must, within 40 business days of receiving an application under sub-paragraph (1)(a), notify the relevant authority in writing whether it—

- (a) approves the proposed revised measures;
- (b) approves them subject to modifications specified in the notification; or

- (c) refuses approval, giving reasons.
- (3) Approval under sub-paragraph (2) must not be unreasonably withheld or delayed.
- (4) Where National Grid approves revised measures under sub-paragraph (2)(a) or (2)(b), those measures take effect as the landscape compensation, offsetting and enhancement measures for the relevant landscape compensation, offsetting and enhancement area or areas for all remaining purposes of this Schedule, and the relevant authority must apply the unspent or uncommitted balance to them accordingly.
- (5) The relevant authority must repay to National Grid the unspent or uncommitted balance of the contribution together with interest accrued on that balance in the account where the relevant authority has made an application under sub-paragraph (1)(a) and National Grid has refused approval under sub-paragraph (2)(c) and the parties have not (acting reasonably) agreed revised measures within a further period of 40 business days after that refusal.
- (6) Repayment under sub-paragraph (5) must be made within 40 business days after the expiry of the further period referred to in sub-paragraph (5).
- (7) In this paragraph a sum is "uncommitted" if, at the ten-year date, it is not the subject of a binding contract or formal grant commitment entered into by the relevant authority for the carrying out of landscape compensation, offsetting and enhancement measures.

Disputes or differences

8. Any dispute or difference arising between National Grid and a relevant authority under this Schedule must, unless otherwise agreed between National Grid and the relevant authority, be referred to and settled by arbitration under article 62 (arbitration).]

- (a) [The Applicant does not consider that the applicable legal and National Policy Statement ("NPS") policy framework requires the provision of compensation, offsetting or enhancement for the residual landscape and visual effects of the authorised development. The Applicant set out its position to the Examining Authority at Issue Specific Hearing 4 and summarised this at paragraph 5.1(a) of 8.5.12 Applicant's Written Summary of Oral Submissions and Response to Action Points for Issue Specific Hearing 4 [REP6-118]. Without prejudice to that position, the Applicant has progressed consideration of landscape compensation, offsetting and enhancement proposals with the relevant local authorities at certain locations as specified in Schedule [20] of this draft Order, given effect by this Article [63]. This Article [63] and Schedule [20] are therefore proposed on a "blue pencil" basis as a matter for the Secretary of State to determine whether they are required pursuant to the applicable legal and NPS policy framework. If the Secretary of State agrees with the Applicant's position and concludes the contributions to be paid pursuant to Article [63] and Schedule [20] are not required by the applicable legal and NPS policy framework, the Applicant requests that Article [63] and Schedule [20] be deleted from the final form Order if it is made. Alternatively, if the Secretary concludes that the proposed Article is in accordance with the legal and policy framework, Article [63] and Schedule [20] should be retained in the Order and the square brackets removed. In either event, this footnote should be removed in any final made Order.]

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
151.	Explanatory Note	Consequential updates following amendment to Order powers.	EXPLANATORY NOTE <i>(This note is not part of the Order)</i> This Order grants development consent to National Grid Electricity Transmission plc (“National Grid”) for authorised works to the national electricity transmission system between Norwich in Norfolk and Tilbury in Essex. The proposed development is required to reinforce the existing electricity transmission network between Norwich Main Substation in Norfolk and Tilbury Substation in Essex, and to carry out all associated works. In order to accommodate these works, this Order also grants development consent to UK Power Networks Holdings Limited and/or its affiliate, Eastern Power Networks plc (“UKPN”), in addition to National Grid, for the reconfiguration of the local electricity distribution network. In addition, the Order grants development consent to United Kingdom Oil Pipelines Ltd and British Pipeline Agency Limited as agent for United Kingdom Oil Pipelines Ltd (together “UKOP”) and/or National Grid, for the carrying out of works to protect specified UKOP apparatus. <u>The Order also grants development consent to National Highways Limited (the “LTC undertaker”) for the implementation of compensatory habitats.</u> The Order also makes provision in connection with the maintenance of the authorised development. The Order allows National Grid and UKPN to acquire compulsorily or by agreement, land and rights in land and to use land for this purpose, and for UKPN to acquire compulsorily or by agreement, land and rights in land and to use the land in connection with the reconfiguration of the local electricity distribution network. <u>The Order also allows UKOP to acquire compulsorily rights in land and to temporarily use the land in connection with the carrying out of works to protect specified UKOP apparatus. The Order allows the LTC undertaker to acquire compulsorily rights in land and, with the written consent of National Grid, to temporarily use the land in connection with the implementation of the compensatory habitats.</u> A copy of the plans and book of reference referred to in this Order and certified in accordance with article 60 of this Order may be inspected in electronic form in accordance with article 60(5) of this Order.	G

Table 2.7 Schedule of Changes to Version G of the draft DCO [REP7-064]

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
1.	<u>Article 2 Interpretation</u>	<u>Updates as a consequence of the inclusion of a consolidated definition of “landscape compensation, offsetting and enhancement area plans” for the purposes simplifying Schedule 19 (certified documents).</u>	[“Ardleigh and Little Bromley landscape compensation, offsetting and enhancement area plan” means the plan entitled “Landscape compensation, offsetting and enhancement area plan: Ardleigh & Little Bromley” with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00953 Rev A and certified <u>as one of the landscape compensation, offsetting and enhancement area plans</u> under article 60 (certification of documents);](l) [“Burstall and Bramford landscape compensation, offsetting and enhancement area plan” means the plan entitled “Landscape compensation, offsetting and enhancement area plan: Burstall & Bramford” with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00952 Rev A and certified <u>as one of the landscape compensation, offsetting and enhancement area plans</u> under article 60 (certification of documents);](a) [“Colne Valley (including Fordham, Ford Street and Aldham) landscape compensation, offsetting and enhancement area plan” means the plan entitled “Landscape compensation, offsetting and enhancement area plan: Colne Valley (including Fordham, Ford Street, Aldham)” with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00954 Rev A and certified <u>as one of the landscape compensation, offsetting and enhancement area plans</u> under article 60 (certification of documents);](b) [“Gipping Valley landscape compensation, offsetting and enhancement area plan” means the plan entitled “Landscape compensation, offsetting and enhancement area plan: Gipping Valley” with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00951 Rev A and certified <u>as one of the landscape compensation, offsetting and enhancement area plans</u> under article 60 (certification of documents);](a) [“Great and Little Waltham landscape compensation, offsetting and enhancement area plan” means the plan entitled “Landscape compensation, offsetting and enhancement area plan: Great & Little Waltham” with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00955 Rev A and certified <u>as one of the landscape compensation, offsetting and enhancement area plans</u> under article 60 (certification of documents);](b)	<u>H</u>

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			["Hutton, Mountnessing and Havering's Grove landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Hutton/Mountnessing/Havering's Grove" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00957 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](c) ["Ingatestone and Buttsbury landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Ingatestone & Buttsbury" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00956 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](d) ["Tilbury North landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Tilbury North" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00958 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](a) ["Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling) landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling)" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00946 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](a)	
2.	Article 2 Interpretation New definition of biodiversity net gain report for the purposes of Requirement 11 (biodiversity net gain)		"biodiversity net gain report" means the biodiversity net gain report (document 7.1) certified by the Secretary of State as the biodiversity net gain report for the purpose of this Order under article 60 (certification of documents);	H

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
3.	<u>Article 2 Interpretation</u>	<u>Addition of a new, consolidated, definition to simplify the list of certified documents in Schedule 19 (certified documents). Included on a “blue pencil” basis.</u>	“landscape compensation, offsetting and enhancement area plans” means the— (a) <u>Ardleigh and Little Bromley landscape compensation, offsetting and enhancement area plan;</u> (b) <u>Burstall and Bramford landscape compensation, offsetting and enhancement area plan;</u> (c) <u>Colne Valley (including Fordham, Ford Street and Aldham) landscape compensation, offsetting and enhancement area plan;</u> (d) <u>Gipping Valley landscape compensation, offsetting and enhancement area plan;</u> (e) <u>Great and Little Waltham landscape compensation, offsetting and enhancement area plan;</u> (f) <u>Hutton, Mountnessing and Havering’s Grove landscape compensation, offsetting and enhancement area plan;</u> (g) <u>Ingatestone and Buttsbury landscape compensation, offsetting and enhancement area plan;</u> (h) <u>Tilbury North landscape compensation, offsetting and enhancement area plan; and</u> (i) <u>Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling) landscape compensation, offsetting and enhancement area plan,</u> <u>(together being document 8.35) and together certified as the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);(a)</u> (a) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]	<u>H</u>
4.	<u>Article 2 Interpretation</u>	<u>Addition of a definition of a term used in Schedule 3 (requirements)</u>	“outline off site planting delivery scheme” means the document of that description (together with its appendices) (document 8.28) certified by the Secretary of State as the outline off site planting delivery scheme for the purposes of this Order under article 60 (certification of documents);	<u>H</u>
5.	<u>Article 15(4). Permanent stopping up of streets and public rights of way</u>	<u>Typographical correction</u>	(4) Where a street has been stopped up under this article— (a) All rights of way over or along the street so stopped up are extinguished; and (b) The undertaker may appropriate and use for the purposes of the authorised prejectdevelopment so much of the site of the street as is bounded on both sides by land owned by the undertaker.	<u>H</u>

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
6.	Article 36. Application of the 1981 Act and modification of the 2017 Regulations	Updates to ensure consistency for each of the entities with the benefit of powers of compulsory acquisition, and to ensure that the nature of the interests capable of being acquired is reflected. Correction of National Highways entity in relation to the LTC compensatory habitat works.	(3) In section 1 (application of Act) for subsection (2) there is substituted— (2) This section applies to any Minister, any local or other public authority, UKPN, UKOP, the LTC undertaker or any other body or person authorised to acquire any land, right or restriction by means of a compulsory purchase order. (11) In section 8 (vesting, and right to enter and take possession), after subsection (3) insert— (4) In this section, references to the acquiring authority include any statutory undertaker, local authority, UKPN, UKOP or the LTC undertaker referred to in section 4(1). (12) In section 10(1) (acquiring authority’s liability arising on vesting of the land), after “vested in an acquiring authority” insert “or a statutory undertaker, local authority, UKPN, UKOP or the LTC undertaker.” (17) In paragraph (3) on Form 1, after “from the date on which the service of notices required by section 6 of the Act is completed” insert— (1A) The [insert land or rights or both] described in Part [] of the Schedule hereto as being for the benefit of third parties and more particularly delineated on the plan annexed hereto vests in the statutory undertaker, local authority or National Highways in question or UKPN, UKOP or the LTC undertaker as from the end of the period of [insert period of three months or longer] from the date on which the service of notices required by section 6 of the Act is completed.	H

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
7.	Article 63, Landscape compensation, offsetting and enhancement, Footnote (a)	Update to footnote relating to “blue pencil” drafting following engagement with the relevant authorities.	(a) [The Applicant does not consider that the applicable legal and National Policy Statement (“NPS”) policy framework requires the provision of compensation, offsetting or enhancement for the residual landscape and visual effects of the authorised development is required by the applicable legal and National Policy Statement (“NPS”) policy framework. The Applicant has set out its position to the Examining Authority at Issue Specific Hearing 4 and summarised this at paragraph 5.1(a) of at paragraphs 5.1(a) and (b) of REP6-118 – Document 8.5.12 Applicant’s Written Summary of Oral Submissions and Response to Action Points for Issue Specific Hearing 4 [REP6-118] (Final Issue A) and Document 8.34 Applicant’s Closing Statement with a Summary of Areas of Disagreement submitted at Deadline 8. The county planning authorities listed below and Thurrock Council (a unitary authority) disagree with the Applicant’s position. They consider that the relevant legal and policy tests are met and that, during the examination, they provided their justification to support the inclusion of a regime for landscape compensation, offsetting, and enhancement in relation to specified locations within their administrative areas, for example Suffolk County Council: [RR-3520] (92-112), [REP1-178] (13.220-225), [REP3-085] (5.2-5), [REP4-335] (9.24), [REP4-336] (8.2-3), [REP5-271] (GEN2.2 and LV2.16), and [REP6-166] (5.1.a); Essex County Council: [REP1-161] (4.10.4-7), [REP3-077] (3.22-25), [REP4-328] (5.20-26), [REP5-242] (LV2.16), and [REP6-147] (3.1-8); Norfolk County Council: [RR-2754] (10-19-21), [REP1-173] (11.24-30), [REP5-256] (GEN2.2); and Thurrock Council: [REP6-170] (2.3). Without prejudice to that its position, the Applicant has progressed consideration of landscape compensation, offsetting and enhancement proposals with the relevant local authorities at certain locations as specified in Schedule [20] of this draft Order, given effect by this Article [63]. This Article [63] and Schedule [20] are therefore proposed by the Applicant on a “blue pencil” basis as a matter for the Secretary of State to determine whether they are required pursuant to the applicable legal and NPS policy framework. If the Secretary of State agrees with the Applicant’s position and concludes the contributions to be paid pursuant to Article [63] and Schedule [20] are not required by the applicable legal and NPS policy framework, the Applicant requests that Article [63] and Schedule [20] and the associated definitions of the related landscape compensation, offsetting and enhancement area plans (as denoted by footnotes) in Article 2 be deleted from the final form Order if it is made. Alternatively, if the Secretary concludes that the proposed Article is in accordance with the legal and policy framework, agreeing with the authorities’ position, Article [63] and Schedule [20] and the associated definitions of the related landscape compensation, offsetting and enhancement area plans (as denoted by footnotes) in Article 2 should be retained in the Order and the square brackets removed. In either event, this footnote should be removed in any final made Order.]	H
8.	Schedule 2, Plans Part 3 (Land Plans) and Part 5 (Special Category and Crown Land Plans)	The changes reflect the updates to the revision number of various plans listed in Schedule 2 (Plans) as a result of the Scenarios (1, 4, 6 and 17), a partnership update, Crown Land changes and class of rights changes.	Various amendments to the revision number.	H

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO						
9.	Schedule 3, Requirement s, Paragraph 6	Update to include a requirement relating to the design of pylons.	6. Design and layout plans(elevations) (1) The authorised development must be carried out in general accordance with the levels shown on the design and layout plans (elevations). (2) The design of pylons forming part of the overhead electric line must be carried out in general accordance with the design and layout plans (pylons). (3) (2) The authorised development will not be in general accordance with the design and layout plans (elevations)to which sub-paragraphs (1) and (2) refer to the extent that any departure from thethose design and layout plans (elevations) gives rise to any materially new or materially different environmental effects from those identified in the environmental statement.	H						
10.	Schedule 3, Requirement s, Paragraph 11	Update to ensure that the biodiversity offsetting scheme is substantially in accordance with the biodiversity net gain report in response to comments from stakeholders.	11. Biodiversity Net Gain (1) Prior to the commencement of the authorised development, the interim biodiversity net gain assessment must be submitted to each relevant planning authority. (2) Within six months of the date on which the construction period ends for the authorised development, a final biodiversity net gain assessment must be submitted to each relevant planning authority. (3) In the event that the final biodiversity net gain assessment demonstrates that less than 10% biodiversity net gain has been achieved overall across the Order land following construction of the authorised development, a biodiversity offsetting scheme, which must be substantially in accordance with the biodiversity net gain report, shall be submitted to each relevant planning authority.	H						
11.	Schedule 11, Land of which temporary possession may be taken	Updates to reflect the Scenarios (1, 4, 6 and 17), a partnership update, Crown Land changes and class of rights changes.	Section A <table><tr><th>(1) <i>Plot number of land shown on Land Plan</i></th><th>(2) <i>Purpose for which temporary possession may be taken</i></th><th>(3) <i>Relevant part of the authorised development</i></th></tr><tr><td>A-1/5, A-1/9, A-1/10, A-1/18, A-1/19, A-1/40, A-1/43, A-1/45, A-1/46, A-1/47, A-1/48, A-1/49, A-1/50, A-1/51, A-1/52, A-1/53, A-1/54, A-1/57</td><td>Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure</td><td>Work No. 1 Work No. 2 Work No. 37</td></tr></table>	(1) <i>Plot number of land shown on Land Plan</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>	A-1/5, A-1/9, A-1/10, A-1/18, A-1/19, A-1/40, A-1/43, A-1/45, A-1/46, A-1/47, A-1/48, A-1/49, A-1/50, A-1/51, A-1/52, A-1/53, A-1/54, A-1/57	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 1 Work No. 2 Work No. 37	H
(1) <i>Plot number of land shown on Land Plan</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>								
A-1/5, A-1/9, A-1/10, A-1/18, A-1/19, A-1/40, A-1/43, A-1/45, A-1/46, A-1/47, A-1/48, A-1/49, A-1/50, A-1/51, A-1/52, A-1/53, A-1/54, A-1/57	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 1 Work No. 2 Work No. 37								

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
<u>Section C</u>				
		C-18/32, C-18/38, C-18/44, C-18/61, C-18/68, C-18/78, C-18/82, C-18/84, C-18/89, C-18/91, C-18/91a, C-18/97, C-18/99, C-18/104, C-18/107, C-18/109, C-18/114, C-18/124	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 9
<u>Section F</u>				
		F-2/2, F-2/3, F-2/7, F-2/10, F-2/19, F-2/20, F-2/22, F-2/27, F-2/28, F-2/30, F-2/52, F-2/54, F-2/56, F-2/57 , F-2/58, F-2/59, F-2/60, F-2/61 <u>67</u> , F-2/62, F-2/63 <u>73</u>	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 37
		F-3/5, F-3/12, F-3/17, F-3/18, F-3/19, F-3/19a, F-3/22, F-3/23, F-3/24, F-3/26, F-3/30, F-3/31, F-3/33, F-3/40, F-3/41, F-3/44, F-3/47, F-3/48, F-3/49, F-3/52, F-3/53, F-3/55, F-3/57, F-3/58, F-3/61, F-3/62, F-3/68, F-3/69, F-3/70, F-3/72, F-3/76, F-3/90, F-3/91, F-3/93, F-3/96, F-3/101 , F-3/105, F-3/107, F-3/109, F-3/110, F-3/111, F-3/114, <u>F-3/119</u>	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 37

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
		F-8/16, F-8/20, F-8/32, F-8/42, F-8/52, F-8/57, F-8/58, F-8/60,	Temporary use for construction, mitigation, maintenance, access	Work No. 17
		F-8/61, F-8/62, F-8/67, F-8/68, F-8/76, F-8/77, F-8/78, F-8/79, F-8/80, F-8/81, F-8/86, F-8/87, F-8/89, F-8/90, F-8/92, F-8/93, F-8/96, F-8/97, F-8/98	and/or dismantling of redundant infrastructure	
		<u>Section H</u>		
		H-1/14, H-1/18, H-1/19, H-1/23, H-1/25, H-1/27, H-1/28, H-1/29, H-1/30, H-1/33, H-1/34, H-1/36, H-1/38, H-1/39, H-1/45,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A Work No. 33 Work No. 34 Work No. 35
		H-1/47, H-1/48, H-1/49, H-1/52, H-1/53, H-1/55, H-1/56, H-1/57, H-1/58, H-1/59, H-1/60, H-1/61, H-1/62, H-1/65, H-1/66, H-1/73, H-1/74, H-1/75, H-1/77, H-1/78, H-1/81, H-1/82, H-1/87, H-1/88, H-1/89, H-1/90, H-1/91, H-1/95, H-1/97		Work No. 37 Work No. 40

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
12.	Schedule 16. Protective Provisions (Part 4 – for the protection of the highway authorities)	Typographical correction to business day equivalent timescale; updates following engagement with relevant authorities	2. —(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2), the latter prevail. (2) In this Part of this Schedule— “1980 Act” means the Highways Act 1980; “approval period” means, unless otherwise agreed between the undertaker and relevant highway authority acting reasonably— (a) in respect of a request for approval for minor works or works required to be undertaken where there is an emergency, a period of 10 business days or less; (b) in respect of a request for approval for major works, a period of 35<u>25</u> business days; and (c) in respect of a request for approval which comprises both minor works and major works, a period of 35<u>25</u> business days; <u>“detailed design information” means such of the following drawings, specifications and calculations as are relevant to the specific works—</u> (a) <u>general layout including highway boundary and order limits;</u> (b) <u>site clearance details;</u> (c) <u>boundary, environmental and mitigation fencing;</u> (d) <u>road restraints systems and supporting road restraint risk appraisal process assessment;</u> (e) <u>drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;</u> (f) <u>earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;</u> (g) <u>pavement, pavement foundations, kerbs, footways and paved areas;</u> (h) <u>traffic signs and road markings;</u> (i) <u>traffic signal equipment and associated signal phasing and timing detail;</u>	H

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			(j) <u>road lighting (including columns and brackets);</u> (k) <u>regime of foundation testing;</u> (l) <u>electrical work for road lighting, traffic signs and signals;</u> (m) <u>highway structures and any required structural approval in principle;</u> (n) <u>permanent and temporary traffic management including restrictions on traffic, diversion routes and phasing;</u> (o) <u>permanent and temporary traffic regulation orders;</u> (p) <u>landscaping;</u> (q) <u>proposed departures from DMRB standards;</u> (r) <u>walking, cycling and horse riding assessment and review report;</u> (s) <u>stage 1 and stage 2 road safety audits and exceptions agreed;</u> (t) <u>utilities diversions;</u> (u) <u>topographical survey;</u> (v) <u>health and safety information including any contamination or hazardous materials identified within the site;</u> (w) <u>other such information that may be required by the relevant highway authority to be used to inform the detailed design of the specified works;</u> (x) <u>in respect of Essex only: folio drawings in line with the Essex Standard Drawings, or such replacement or modification of the design standards applied to the construction of new roads and alternations to existing roads across the County of Essex.</u> “extraordinary expense” means the cost of repairing damage to any highway to which an existing condition survey relates pursuant to paragraph 12.11 and which the relevant highway authority consider is directly attributable to use of those highways by extraordinary traffic as a result of the highway works <u>authorised development</u> over and above the average cost of maintaining those highways;	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Works programme 5. —(1) Subject to sub-paragraph (2) below, the undertaker will provide the relevant highway authority with a copy of the works programme for each phase or element of the highway works not less than 3 months prior to the first commencement of the highway works in question. (2) In the event that any of the highway works are required to be undertaken as pre-commencement obligations, the obligation in (1) above will not apply and the undertaker will provide the relevant highway authority with as much notice of the those highway works as possible. 6. The undertaker will promptly (and, in any event, within 10 working<u>business</u> days of any update) provide the relevant highway authority with a copy of the works programme each time it is updated until the end of duration of the highway works in question. Initial engagement 7. Prior to the submission of an application for formal approval of a phase or element of the highway works under paragraph 10 below, the undertaker must— (a) provide the relevant highway authority with: (i) initial plans, drawings and specifications for that phase or element of the highway works; and (ii) a comprehensive written overview of the works or activities intended to be carried out for that phase or element of the highway works; and (b) if reasonably requested by the relevant highway authority within 7 days of receipt of, <u>arrange an initial meeting to review</u> the information submitted pursuant to paragraph 7(a), arrange an initial meeting to review that information submitted pursuant to paragraph 7(a), such a meeting to take place within 10 Business Days of such request; and, (c) the undertaker may discharge its obligation under this sub-paragraph by proposing at least 3 dates on business days within that 10 day period; (d) if the relevant highway authority fails to confirm attendance at any of the proposed dates within 5 business days of those dates being proposed, the requirement under this paragraph is deemed to have been satisfied.	

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
			Formal approval 10.—(1) No phase or element of the highway works may commence until in respect of that phase or element of the highway works— (a) the undertaker has first complied with its obligations under paragraphs 7, 8 and 9 (initial engagement) of this Part of this Schedule; (b) the initial checking fee in respect of that phase or element of the highway works has been paid to the relevant highway authority; (c) the value of the commuted sum has been agreed in writing by the relevant highway authority and paid to that relevant highway authority, unless otherwise agreed in writing with the relevant highway authority; (d) the undertaker or its contractor has provided the relevant highway authority full details of the design of the phase or element of the highways works in question, such submission to include: (i) detailed specifications, drawings and plans for those highway works, including confirmation as to which elements of those highway works are to be temporary or permanent in nature;	

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
			(ii) samples of any materials proposed to be used (including relevant test certificates); (iii) the name of the contractor appointed by the undertaker to undertake the phase or element of the highway works; (iv) supporting documentation, including proposed traffic management measures, details of landscaping, schedules of condition, and relevant road safety audits; (v) details of any temporary street closures or traffic regulation measures related to those highway works, including— (vi) where those closures or measures are authorised by article 16 (temporary closure of streets and public rights of way) or article 49 (traffic regulation) and listed in Schedules 8 (streets or public rights of way to be temporarily closed) or 13 (traffic regulation orders) respectively, confirmation of the relevant authorisation; and (vii) where those closures or measures are not so listed and further applications or consents are required pursuant article 16 (temporary closure of streets and public rights of way) or article 49 (traffic regulation) or otherwise, copies of the relevant applications or consent requests submitted or to be submitted in connection with those highway works; (viii) evidence of all other consents and approvals necessary for that phase or element of the highway works to take place; (ix) the reasonable estimate of the cost of that phase or element of that phase or element of the highway works, including the costs associated with traffic management, plus 10 (ten) per cent;	

- (x) details of the security proposed to be put in place in respect of that phase or element of the highway works in accordance with paragraph 25 ~~(Security)~~of this Part of this Schedule;
- (xi) if relevant, the intended duration of the temporary works period;
- (xii) any additional information required pursuant to the permit schemes;
- (xiii) a clear written statement that the deemed consent provisions under sub-paragraphs (2) and (7) below will have effect in relation to that submission; and
- (xiv) sufficient information to allow the relevant highway authority to calculate the commuted sum.

(2) Unless the relevant highway authority specifies within ~~44~~10 business days of receipt of the information referred to in sub-paragraph (1) of this paragraph that any additional information is reasonably required, it will be deemed to be confirmed that all the necessary documents, plans, drawings and other technical details or information have been provided to allow for review and determination, and any such additional information requested must be proportionate to the highway works in question and in line with such reasonable applicable requirements as would apply had it been proposed that those highway works were to be the subject of an agreement under section 278 of the 1980 Act.

(3) Following the submission of information pursuant to sub-paragraph (1) of this paragraph, the relevant highway authority must review and determine the submission made, acting reasonably, to it under sub-paragraph (1) within the approval period.

(4) Where the relevant highway authority requests, acting reasonably, the provision of any additional information pursuant to sub-paragraph (2) of this paragraph, the undertaker must as soon as reasonably practicable—

- (a) use reasonable endeavours to address the concerns raised by the relevant highway authority and/or provide the additional information requested; or
- (b) notify the relevant highway authority that it disagrees with the need to comply with sub-paragraph (4)(a) and intends to have recourse to the escalation process set out in paragraph 11 ~~(escalation of differences)~~ of this Part of this Schedule below.

(5) Where additional information has been reasonably requested by the relevant highway authority under sub-paragraph (2) above, the approval period is paused until such time as that additional information has been provided to it by the undertaker and the approval period shall be re-set and start from the start of the period after the additional information has been provided.

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(6) For the avoidance of doubt, the relevant highway authority may only request additional information from the undertaker once pursuant to paragraph 10(5) of this Part of this Schedule. (7) In the event that the relevant highway authority refuses to grant approval, or any approval is issued subject to conditions which the undertaker considers are unreasonable or would place it in conflict with its statutory duties and/or transmission licence obligations, the undertaker must notify the relevant highway authority in writing as soon as reasonably practicable that it intends to have recourse to the escalation process set out in paragraph 11 (escalation of differences) of this Part of this Schedule. (8) If the relevant highway authority has not approved or refused the submission made under sub-paragraph (1) above within the approval period, it is deemed to have approved the details as submitted. (9) All approval(s) issued pursuant to this paragraph (whether by agreement, deemed consent or otherwise through the escalation process set out in paragraph 11 (escalation of differences) of this Part of this Schedule) will be recorded in an approvals register which will include, as a minimum: (a) a brief description of the highway works to which the approval relates; (b) the date on which approval was issued or deemed to have been issued; (c) any unique reference number(s) assigned by the relevant highway authority to that approval; (d) the reference number(s) for all approved drawings, plans and other supporting information; (e) any conditions or other information attaching, or relevant to, the approval in question; (f) the duration of the highways works to which the approval relates; and (g) the name and job title of the officer authorising the approval.	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			(10) All approvals pursuant to this paragraph must not be unreasonably withheld or delayed. Escalation of differences 11. The undertaker and the relevant highway authority must use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them in accordance with the following provisions: (a) The<u>the</u> senior representatives must meet as soon as reasonably practicable in order to identify a means through which matters in dispute may be resolved; (b) If<u>if</u> the matter is not resolved at that level within twenty (20) business days of either undertaker or the relevant highway authority requesting such a meeting (or such longer period as may be agreed between them) then the provisions of paragraph 30 (arbitration)<u>33 of this part of this schedule</u> will automatically apply provided that any arbitrator must be suitably qualified and experienced and a member of the Chartered Institute of Highways and Transportation or the Institution of Civil Engineers.	
			Extraordinary traffic 12.—(1) Prior to the commencement of any phase or element of the highway works <u>or the use of a highway as a construction route for the authorised development</u>, the undertaker will: (a) agree with the relevant highway authority a methodology for the surveying of the condition of any existing public highways likely to be affected by that phase or element of the highway works <u>and by that use</u>; (b) promptly undertake a survey of the condition of existing public highways in accordance with the agreed methodology; and (c) share the results of any such survey with the relevant highway authority. (2) Following the carrying out of the corresponding phase or element of the highway works, <u>or following the final use of a highway as a construction route for the authorised development</u>, the undertaker must have regard to any written evidence presented to it by the relevant highway authority of damage to any highway to which an existing condition survey relates pursuant to sub-paragraph (1) of this paragraph and which the relevant highway authority reasonably considers is directly attributable to use of those highways by extraordinary traffic as a result of the highway works, the repair of which will otherwise constitute an extraordinary expense.	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			(3) In such circumstances, the undertaker has the discretion to reimburse the relevant highway authorities for all or part of the amount of any extraordinary expenses. (4) If the undertaker does not reimburse the relevant highway authority for all or any part of the extraordinary expenses, the relevant highway authority may have recourse to Section 59 of the 1980 Act in the usual way. (5) Nothing in this paragraph 12 (extraordinary traffic) will restrict the undertaker or its contractors from undertaking repairs to any part of the existing public highway affected by any phase or element of the highway works at its own expense, and subject always to first obtaining the necessary approvals and permits. Conduct of the highway works 13. (1) Each phase or element of the highway works must at all times be carried out in accordance with the approvals as recorded in the approvals register, this Order and the management plans listed in requirement 6 (management plans for approval) of Schedule 3 (requirements) of this Order. <u>(2) Nothing in this Part of this Schedule prevents the relevant highway authority from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and relevant highway authority may recover any expenditure it reasonably incurs in so doing.</u>	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
	Opening up of the highway works	16.—eeee (1) During the construction of each phase or element of the highway works and prior to the issue of the certificate of substantial completion for that phase or element of the highway works, the relevant highway authority may wish to open or expose any of the highway works which have been covered up without previously being inspected by the highway authority under paragraph 15 (inspection of the highway works) <u>of this Part of this Schedule</u>. (2) Where sub-paragraph (1) of this paragraph applies, the relevant highway authority may so take up or expose the relevant part of the highway works causing as little damage or inconvenience as is possible in respect of any other part or parts of the highway works (and the undertaker shall be responsible for the reasonable and proper cost of such taking up or exposure and reinstatement) provided that if the highway works or any part or parts of them are covered up by the undertaker after giving the notice referred to in paragraph 15 of this Part of this Schedule and the relevant highway authority have failed to inspect in the 72 hour period referred to in that paragraph and the relevant highway authority subsequently require the highway works or any part of them to be uncovered for the purposes of inspection: (a) if inspection reveals the relevant part or parts of the highway works to have been completed in accordance with the plans, drawings, specifications and other materials which have been approved pursuant to paragraph 10 (formal approval) <u>of this Part of this Schedule</u> and recorded in the approvals register, all costs in respect of such uncovering and inspection and of reinstating the part or parts of the highway works uncovered are to be borne by the relevant highway authority; or (b) if inspection reveals the relevant part or parts of the highway works not to have been completed in accordance with the plans, drawings, specifications and other materials which have been approved pursuant to paragraph 10 (formal approval) <u>of this Part of this Schedule</u> and recorded in the approvals register all reasonable and proper costs in respect of uncovering and inspection and of reinstating the part or parts of the highway works uncovered are to be borne by the undertaker.	

Defects correction period and certificate of final completion (permanent works only)

19.—~~19~~ (1) The obligations in this paragraph 19 must apply only in respect of those highway works which are of a permanent nature.

(2) The undertaker must each phase or element of the highway works for a period of:

- (a) in the case of minor works, twelve (12) months (unless the relevant highway authority agrees in writing a lesser period) from the issue of the related certificate of substantial completion; and
- (b) in the case of major works, eighteen (18) months (unless the relevant highway authority agrees in writing a lesser period) from the issue of the related certificate of substantial completion,

and prior to the expiration of that period, the undertaker must reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during that relevant period (including any defect in or damage to the surface water drainage system) so as to place the highway and the relevant highway works in a condition satisfactory to the relevant highway authority (the highway authority being obliged to act reasonably).

(3) After the expiration of the period of twelve (12) months from substantial completion, the undertaker must (unless it is agreed between the undertaker and the relevant highway authority that it is to be carried out sooner or that it is no longer required) carry out stage 4 of the road safety audit and comply to the satisfaction in all respects of the relevant highway authority (the highway authority being obliged to act reasonably) with any recommendations arising from that audit.

(4) After:

- (a) the expiration of the period referred to in sub-paragraph (2) (or such lesser period as agreed in writing by the relevant highway authority under sub-paragraph (2));
- (b) any defects have been made good as therein provided, including any improvements arising under stage 4 of the road safety audit to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably); and
- (c) the undertaker has provided a plan showing the land over which the highways works have been constructed and a health and safety file complying with the CDM regulations, including a separate health and safety file for each structure.

~~(4)~~ The relevant highway authority must following a period of no later than 10 ~~Business Days~~ business days issue to the undertaker the certificate of final completion in respect of the relevant highway works, provided that the certificate of final completion shall in the case of road gullies extend only as far as their points of entry to the surface water sewers where those are not being adopted by the highway authority as highway drains.

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
			24. Interest at a rate equivalent to <u>3% above</u> the Bank of England base rate from time to time is payable in respect of any sum due to any relevant highway authority under this Part of this Schedule which is outstanding for more than twenty business days from the date on which it was demanded in writing or, in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to article 62, the twenty business day period will run from the date of the decision of the arbitrator (such interest to be charged on the amount outstanding each day from the date of issue of a written demand for any sum due or in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to article 62 such interest to be charged on the amount outstanding each day from the date of issue of the decision of the arbitrator).	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		27.—(iii) <u>(1)</u> The undertaker must, from the date of commencement of each phase or element of the highway works indemnifies the relevant highway authority against all claims, charges, costs, expenses, liability or losses whatsoever arising out of any or all of that phase or element of the highway works provided that the undertaker's indemnity will not extend to any claims submitted to the relevant highway authority arising out of the negligence of the relevant highway authority's employees or arising after the issue of the certificate of final completion pursuant to paragraph 18 and 19 <u>of this Part of this Schedule</u> or expiry of the temporary works period (including re-instatement). (2) The relevant highway authority must: (a) notify the undertaker immediately upon receipt of any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1) (and the undertaker must notify the relevant highway authority if it receives any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1)); (b) at all times after that date keep the undertaker fully informed (and the undertaker must notify the relevant highway authority if it receives any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1)); (c) permit and assist the undertaker to make such investigations and tests as the undertaker may reasonably deem necessary to verify such claims, charges, costs, expenses, liability or losses; (d) not accept or compromise any claims, charges, costs, expenses, liability or losses to which this indemnity relates without the prior approval of the undertaker as to its validity and as to the amount of the settlement; and (e) consider a request of the undertaker to instruct a reputable firm of solicitors in respect of the conduct of negotiations or proceedings in respect of any claims, charges, costs, expenses, liability or losses to which this indemnity relates provided always that, if such solicitors are instructed, the undertaker will be responsible for all their costs. (3) The indemnity in sub-paragraph (1) above includes— (a) all fees incurred by claimants which the relevant highway authority is obliged to pay, and those of the relevant highway authority or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees); (b) statutory interest payments to claimants and their professional advisors; and (c) the relevant highway authority's reasonable and proper legal costs which are not covered by sub-paragraph (2)(e) <u>of paragraph 22 of this Part of this Schedule</u>.	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
13.	Schedule 16. Protective Provisions (Part 5 – for the protection of National Highways)	Updates following engagement with National Highways.	“specified works” means so much of any work, including highway works, street works, surveys and signalisation <u>or part thereof</u>, authorised by this Order including any maintenance of that work, as is undertaken in on under or over the strategic road network or land in which National Highways has an interest and “specified work” shall be construed accordingly; “strategic road network” means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including structures, drainage infrastructure, street furniture, verges and vegetation and all other highway assets together with all land, apparatus and rights located in, on, over or under the highway <u>for which National Highways is the highway authority</u>; Prior approvals and security 7. —mmmm) Save in respect of the (1) The specified works must not commence until— (a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways; (b) the programme of works has been approved by National Highways; (c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways— (i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a); (ii) details of the proposed road space bookings and at the same time as submitting the relevant details the undertaker shall be entitled to submit its application for road space bookings to National Highways; (iii) the identity and qualifications of the contractor and nominated persons; (iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker; and (v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding or any successor document;	H

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(d) <u>where necessary</u>, a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;] (e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(v) above; (f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard; (g) the undertaker has agreed the estimate of the commuted sum with National Highways; (h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the specified works (which must include winter maintenance) has been agreed in writing by National Highways; (i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant; (j) any further information that National Highways may reasonably request within 14<u>10 business</u> days of the submission of the detailed design of a specified works has been supplied to National Highways; and (k) a condition survey and regime of monitoring has been agreed in writing by National Highways. Construction of the specified works 8. —nnnn <u>(1)</u> The undertaker must give National Highways 3 months' notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways provided that nothing in this paragraph 8(1) shall prevent the undertaker from commencing a specified work pursuant to a road space booking that has been secured from National Highways in accordance with paragraph 8(2). (2) The undertaker must comply with National Highways' road space booking procedures when booking road space on the strategic road network prior to and during the carrying out of the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with— (a) the relevant detailed design information and programme of works approved pursuant to paragraph 7(1) above or as subsequently varied by agreement between the undertaker and National Highways; (b) the DMRB, the Manual of Contract Documents for Highway Works, including the specification for highway works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and (c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of National Highways. For the avoidance of doubt no approval or consent issued by National Highways shall be taken to be a consent or approval pursuant to the Construction (Design and Management) Regulations 2015. (4) The undertaker must ensure that (where possible) without entering the highway the highway is kept free from mud, soil and litter as a result of carrying out a Specified Work. (5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works pursuant to the Order including all land in which National Highways has an interest for the purposes of inspection and supervision of the specified works. (6) If any part of the specified works is constructed— (a) other than in accordance with the requirements of this Part of this Schedule; or (b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways, National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the satisfaction of National Highways. (7) If during the carrying out of the authorised development the undertaker or its appointed	

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		contractors or agents causes damage to the strategic road network then National Highways may by notice in writing require the undertaker, at its own expense, to remedy the damage. (8) If within 28<u>20 business</u> days on which a notice under sub-paragraph (6) or sub-paragraph (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by National Highways in so doing, such sum to be payable within 28<u>20 business</u> days of demand. (9) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing. (10) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the satisfaction of National Highways. (11) Until such time that National Highways issues the provisional certificate the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 7(1)(h) and the undertaker must carry out such maintenance at its own cost. (12) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 7(1)(b) of this Part or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.	

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		Payments 9. —oooo <u>(1)</u> The undertaker must pay to National Highways a sum equal to the costs and expenses which National Highways reasonably and properly incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including— (a) the checking and approval of the information required under paragraph 7(1); (b) the supervision of the specified works; (c) [contractual costs properly payable to the highway operations and maintenance contractor as a consequence of carrying out the tasks referred to in sub-paragraphs (a) and (b) of this paragraph, in which case National Highways will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor];the checking and approval of the information required to determine approvals under this Order; (d) all legal and administrative costs and disbursements incurred by National Highways in connection with the Order and sub-paragraphs (a)-(d); and (e) any value added tax which is payable by National Highways in respect of such costs and expenses arising under this paragraph and for which it cannot obtain reinstatement from HM Revenue and Customs, together comprising “the NH costs”. (2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development. (3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the specified works and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the specified works and in any event prior	

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		to National Highways incurring any cost. (4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate (the excess) and the undertaker must pay to National Highways within 28<u>20</u> business days of the date of the notice a sum equal to the excess. (5) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above within 91<u>65</u> business days of the issue of the provisional certificate issued pursuant to paragraph 10(4). (6) Within 28<u>20</u> business days of the issue of the final account: (a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it; (b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker. (7) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 3% above the Bank of England base lending rate from time to time being in force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest. Provisional certificate 10.—pppp (1) Following the completion of any phase of the specified works or prior to reopening any part of the strategic road network following any closure or partial closure, whichever shall be sooner, the undertaker shall notify National Highways who will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways following the site inspection. (2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.	

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		(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable: (a) inspect the specified works; and (b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose. (4) When— (a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways; (b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the satisfaction of National Highways; (c) the as built information has been provided to National Highways; and (d) in respect of any specified works captured by paragraph 7(2) the undertaker has paid the commuted sum to National Highways, National Highways must issue the provisional certificate. (5) Following the issue of the provisional certificate, National Highways shall reduce the bond sum in writing to 20% of the total bond sum for that phase provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) before that date National Highways will be at liberty to retain a sufficient sum in addition to the 20% to ensure it does not have to meet any costs for and/or arising from and/or in connection with the specified works. (6) The undertaker must submit a stage 4 road safety audit as required by and in line with the	

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		time scales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways. Opening 11.—qqqq Unless otherwise agreed in writing by National Highways the undertaker must notify National Highways not less than 56<u>40 business</u> days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 14<u>10 business</u> days of that date and must not open the strategic road network to the public prior to the expiration of the requisite notice period. Defects Period 13.—(1) The undertaker must at its own expense remedy any defects in the strategic road network as are reasonably required by National Highways to be remedied during the defects period for the relevant phase. All identified defects must be remedied in accordance with the following timescales— (a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways); (b) in respect of matters which National Highways considers to be serious defects or faults, within 14<u>10 business</u> days of receiving notification of the same; and (c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same. (2) Following the issuing of the provisional certificate National Highways has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker. Final Certificate	

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		14.—(1) The undertaker must apply to National Highways for the final certificate for each phase of the specified works no sooner than 12 months from the date of the provisional certificate for that phase. (2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable: (a) inspect the strategic road network; and (b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose. (3) The undertaker must carry out such works notified to it pursuant to sub-paragraph 14(2). (4) When National Highways is satisfied that: (a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph 14(2) and any remedial works required as a result of the stage 4 road safety audit have been made good to the satisfaction of National Highways; and (b) the NH costs have been paid to National Highways in full; (c) National Highways must issue the final certificate and upon the issue of the final certificate the bond sum for that phase is released in full provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) National Highways will be at liberty to retain a sufficient sum to ensure it does not have to meet any costs for and/or arising from and/or in connection with the specified works. (5) The undertaker must pay to National Highways within 28<u>20 business</u> days of demand the costs incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to this paragraph 14.	

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		Security 15.—(1) No phase of the specified works must not commence until the undertaker procures that the specified works are secured by the bond sum to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and the specified works under the provisions of this Part of this Schedule. (2) If at any time the undertaker is in breach of these provisions of this Part of this Schedule or becomes insolvent without prejudice to any other remedy National Highways is entitled upon giving 5 business days— notice to the undertaker to allow the undertaker to rectify any breach to use such parts of the bond sum as National Highways considers necessary. For the avoidance of doubt should National Highways have to carry out works pursuant to this Part of this Schedule it may, at its sole discretion, use the bond sum to forward fund such works. Indemnity 18.—(1) The<u>Subject to sub-paragraph (2) below, the</u> undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways directly arising from or in connection to the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order and any such costs shall be paid to National Highways within 14<u>10 business</u> days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways. <u>(2) The relevant highway authority shall:</u> (a) notify the undertaker upon receipt of any <u>costs</u>, claims, charges, costs, expenses, liability or damages, losses <u>and liabilities</u> referred to in sub-paragraph (1); (b) (1) not accept or compromise any <u>costs</u>, claims, charges, costs, expenses, liability or damages, losses <u>and liabilities</u> to which this indemnity relates without first seeking comments from the undertaker to its validity and as to the amount of the settlement and considering the same; and (3) The undertaker's duty to indemnify National Highways pursuant to paragraph 18(1) above shall apply in full and further the undertaker's duty to indemnify shall continue in full force and effect until all such claims have been determined, settled and discharged and National Highways reimbursed in full notwithstanding the issue of the final certificate.	

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		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. (3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14<u>10</u> <u>business</u> days of notification of the dispute. (4) All parties involved in settling any difference must use best endeavours to do so within 24<u>15</u> <u>business</u> days from the date that an expert is appointed. (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 <u>7.5 business</u> days of the expert's appointment; (b) permit a party to comment on the submissions made by the other party within <u>7.5 business</u> days of receipt of the submission; (c) issue a decision within <u>7.5 business</u> days of receipt of the submissions under sub-paragraph (b); and (d) give reasons for the decision. (6) 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 62 (arbitration). (7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.	

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
14.	<u>Schedule 16.</u> <u>Protective provisions</u> <u>(Part 6 – for the protection of Five Estuaries)</u>	<u>Updates following engagement with stakeholder.</u>	2. In this Part: “apparatus” means electric lines or electrical plant belonging to or maintained by Five Estuaries together with any replacement apparatus, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus; “EACN substation area” the land shown on the land plans as plots 14/1, 14/2, 14/3, 14/4, <u>14/7</u>, <u>14/103</u> and 14/109; “Five Estuaries” means Five Estuaries Offshore Wind Farm Limited (and any successor in title, transferee and lessee, as the case may be) as the undertaker with the benefit of all or part of the Five Estuaries Offshore Wind Farm Order 2025; “new EACN Substation” means the substation to be constructed within the EACN substation area as Work No. 8; “new EACN substation boundary” means the final boundary of the substation to be constructed within the EACN substation area as determined by the undertaker “overlap area” means any land within the Order land that is also within the land defined as the Order land in the Five Estuaries Offshore Wind Farm Order 2025 but excluding the EACN substation area. 6. The undertaker will not exercise any rights, including rights of temporary possession, over plots 15/3, 15/8, 15/24 to 15/31 (inclusive), <u>15/36</u>, and 16/23 to 16/32 (inclusive) (being the alignment of a temporary haul road proposed by Five Estuaries) so as to exclude or prevent any use of these plots by Five Estuaries.	<u>H</u>

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
15.	<u>Schedule 16, Protective Provisions (Part 7 – for the protection of North Falls)</u>	<u>Updates following engagement with stakeholder.</u>	2. In this Part: “apparatus” means electric lines or electrical plant belonging to or maintained by North Falls together with any replacement apparatus, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus; “EACN substation area” the land shown on the land plans as plots 14/1, 14/2, 14/3, 14/4, <u>14/7, 14/103</u> and 14/109; “new EACN Substation” means the substation to be constructed within the EACN substation area as Work No. 8; “new EACN substation boundary” means the final boundary of the substation to be constructed within the EACN substation area as determined by the undertaker; “North Falls” means North Falls Offshore Wind Farm Limited (and any successor in title, transferee and lessee, as the case may be) as the undertaker with the benefit of all or part of the North Falls Offshore Wind Farm Order 2026; “overlap area” means any land within the Order land that is also within the land defined as the Order land in the North Falls Offshore Wind Farm Order 2026 but excluding the EACN substation area. 6. The undertaker will not exercise any rights, including rights of temporary possession, over 15/3, 15/8, 15/24 to 15/31 (inclusive), <u>15/36</u>, and 16/23 to 16/32 (inclusive) (being the alignment of a temporary haul road proposed by North Falls) so as to exclude or prevent any use of these plots by North Falls.	<u>H</u>

16. Schedule 16, Updates following Protective Provisions (Part 8 – for the protection of Cadent Gas Limited as Gas Undertaker)

Interpretation

2. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“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 general third party liability insurance effected and maintained by the

undertaker with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained:

- (a) during the construction period of the authorised works; and
- (b) after the construction period of the authorised works in respect of any maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an “acceptable credit provider”, such insurance shall include (without limitation):
 - (i) an indemnity to principal clause in favour of Cadent; and
 - (ii) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub) limit of indemnity of not less than £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 parent company guarantee from the parent company in favour of Cadent to cover the Undertaker’s liability to Cadent to a total liability cap of £50,000,000.00 (Fifty Million Pounds) (in a form reasonably satisfactory to Cadent and where required by Cadent, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee);
- (c) a bank bond or letter of credit from an acceptable credit provider in favour of Cadent to cover the undertaker’s liability to Cadent for an amount of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to Cadent);

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			“maintain” and “maintenance” will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus; <u>“parent company” means a parent company of the undertaker acceptable to and which shall have been approved by Cadent acting reasonably;</u>	
			Indemnity 11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will— (a) bear and pay on receipt of an invoice the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and (b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.	

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		(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan. (3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of— (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents; and (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the Planning Act 2008 or article 7 (consent to transfer benefit of order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this sub-paragraph (3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11 (<i>indemnity</i>). (4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the promoter and considering their representations.	

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			<u>(5) Not to commence construction of any specified works (and not to permit the commencement of such construction of the specified works) or commence (or permit the commencement of any other part of the authorised development) on any land either 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 of Cadent's apparatus unless and until Cadent is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first:</u> <u>(a) provided the acceptable insurance (and provided evidence that it shall maintain such acceptable insurance for the construction period of the relevant part of the specified works and/or the relevant part of the authorised works from the proposed date of commencement of construction of that part of the authorised works); and</u> <u>(b) procured acceptable surety (and provided evidence to Cadent that it shall maintain such acceptable surety for the entire construction period of the relevant part of the specified works or the relevant part of the authorised works (as the case may be) from the proposed date of commencement of construction of that part of the authorised works)</u> <u>provided that where the Undertaker's contractor has provided the Acceptable Insurance and/or procured the Acceptable Security the Undertaker shall remain responsible for ensuring that the Acceptable Insurance and/or the Acceptable Security is in place and maintained as required under the terms of this Deed.</u>	
17.	Schedule 16, Protective Provisions (Part 9 – for the protection of National Gas Transmission Plc)	Updates following engagement with stakeholder.	1. —(1) For the protection of National Gas Transmission plc (“National Gas”) as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Gas. (2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Gas, where the benefit of this Order is transferred or granted to another person under article 7 (consent to transfer benefit of Order)— (a) any agreement of the type mentioned in subparagraph<u>sub-paragraph</u> (1) has effect as if it had been made between National Gas and the transferee or grantee (as the case may be); and (b) written notice of the transfer or grant must be given to National Gas on or before the date of that transfer or grant. (3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Gas (but without prejudice to 11(4)(b)).	H

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		Acquisition of land 6. —(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not (a) appropriate or acquire <u>or take temporary possession of</u> any land or apparatus of National Gas or (b) appropriate, acquire, or extinguish <u>interfere with or override</u> any easement, other interest or right and/or apparatus of National Gas otherwise than by agreement. (2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the specified works (or in such other timeframe as may be agreed between National Gas and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Gas or affect the provisions of any enactment or agreement regulating the relations between National Gas and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Gas reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Gas and the undertaker acting reasonably and which must be no less favourable on the whole to National Gas unless otherwise agreed by National Gas, and it will be the responsibility of the undertaker to use reasonable endeavours to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works. (3) Save where otherwise agreed in writing between National Gas and the undertaker the undertaker and National Gas agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Gas and/or other enactments relied upon by National Gas as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail. (4) Any agreement or consent granted by National Gas under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).	
18. Schedule 16, Protective Provisions (Part 10 – for the protection of	Updates following engagement with stakeholder.	Land rights 5. The undertaker must not under the powers of this Order acquire, extinguish or suspend any <u>apparatus or rights</u> that SSDEPL has in respect of any apparatus, <u>cables or access routes</u> without the consent of SSDEPL, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.	H

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
Sheringham Shoal and Dudgeon Extensions Projco Limited			Undertaker's covenants 7. —(1) Notwithstanding the provisions of paragraph 6, the undertaker must: (a) not use its Order powers to construct the eastern route option as part of the authorised development; (b) maintain SSDEPL's access <u>permanent access and temporary access (during the period in which it is in use as a temporary access)</u> to its substation in accordance with its existing land rights; (c) not plant over SSDEPL's access <u>permanent access or temporary access (during the period in which it is in use as a temporary access)</u> to its substation as part of the undertaker's landscape and ecological management plan; (d) not use its Orders powers to construct pylon RG006 or any associated working area for that pylon within that part of the SSDE cable corridor which is within the overlap area; (e) not locate, construct nor operate attenuation ponds for the authorised development within the overlap area; (f) not carry out tree planting within that part of the SSDE cable corridor which is within the overlap area; (g) liaise with SSDEPL and agree the responsibility for and timing of the inclusion of ducting and drainage beneath the undertaker's haul roads to facilitate both parties' activities or works within the overlap area <u>prior to the commencement of the undertaker's haul roads such that neither parties' activities or works within the overlap area will be rendered undeliverable or materially more expensive to deliver</u>; and (h) <u>where it is agreed under sub-paragraph (g) that such ducting and drainage must be installed prior to construction of the undertaker's haul road</u> to ensure such ducting and drainage is in place before the <u>that</u> commencement of the undertaker's haul road, subject to SSDEPL having provided a specification for such ducting and drainage 60 business days' prior to the undertaker's proposed commencement date. (2) SSDEPL shall use reasonable endeavours to cooperate with the undertaker regarding the provisions of paragraph 7(1).	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			Requirements 13. Insofar as the construction of the authorised projectdevelopment gives rise to the need to modify any plan or scheme secured by a requirement contained in Schedule 2 to SSDE DCO, the undertaker will provide such assistance as is reasonably necessary to support SSDEPL in pursuing any such modification.	
19.	Schedule 16, Protective Provisions (Part 12 – for the protection of Affinity Water Limited)	Formatting correction	Specified Works 8. —(1) Not less than 40 business days before commencement of any specified works, the undertaker must submit to Affinity Water a plan of the works to be executed. (2) The plan must provide details of— (a) The exact position, including level, of the specified works and of all of Affinity Water’s apparatus; (b) a method statement describing the manner of their construction or renewal including details of excavation and positioning of plant; (c) detailed drawings showing every alteration proposed to be made to or close to any such apparatus; (d) all expected physical impacts (including but not limited to electromagnetic or high voltage effects) that the construction, maintenance or operation of the specified works may have on any of Affinity Water’s apparatus, the removal of which has not been required by the undertaker under paragraph (6) or otherwise; and (e) any intended maintenance regimes.	H

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(3) The undertaker must not commence any specified works until the plan has been approved by Affinity Water. (4) Affinity Water may require that the plan be resubmitted as a revised plan— (a) With any additional detail that Affinity Water reasonably requires to properly understand the impact of the specified works; or (b) To incorporate such reasonable conditions or modifications as may be reasonably necessary for the purpose of securing Affinity Water's apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing reasonable means of access to Affinity Water's apparatus, PROVIDED THAT<u>provided that</u> the undertaker is notified of such requirement within 20 business days of Affinity Water's receipt of the plan. (5) The approval of Affinity Water given under sub-paragraph (3)— (a) may be given subject to such reasonable conditions or with such reasonable modifications as may be reasonably necessary in accordance with sub-paragraph (4)(b); and (b) must not be unreasonably withheld or delayed.	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
20.	Schedule 16, Protective Provisions (Part 13 – for the protection of Northumbrian Water and Suffolk and Essex Water Limited)	Updates following engagement with stakeholder.	Compulsory acquisition 3. —(1) The undertaker must not without express written agreement of NWL exercise any power conferred by article 24 (compulsory acquisition of land) or article 25 (compulsory acquisition of rights) to acquire any of NWL's interests (such agreement not to be unreasonably withheld or delayed). (2) The undertaker must not without express written agreement of NWL <u>In the situation, where in exercise any power of the powers conferred by article 24 (compulsory acquisition of land) or article 25 (compulsory acquisition of rights) to acquire any of NWL's interests (such agreement not to be unreasonably withheld or delayed), the Order, the undertaker acquires any interest in any land in which any apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until NWL has established to its reasonable satisfaction, without unnecessary delay, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus.</u> (3) Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement (such agreement not to be unreasonably withheld or delayed), and before extinguishing any existing rights for NWL to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker must, with the agreement of NWL, create a new right for NWL to use, keep, inspect, renew and maintain the apparatus in a manner that is no less efficient than has previously been afforded to NWL, and which in all respects is reasonably convenient for NWL, such agreement not to be unreasonably withheld or delayed. (4) Regardless of any provision of this Order or anything shown on any plan, the undertaker will <u>not seek to acquire or take temporary possession of the Little Waltham Pumping Station land at plot F-3/96 and will</u> ensure that access to the Little Waltham Pumping Station is maintained at all times over the adjoining Plots 3F-3/91 and 3F-3/93 for NWL's benefit.	H

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			Protection Strips 4. —(1) The undertaker must not within the standard protection strips interfere with or build over or under any apparatus within the Order limits or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips unless otherwise agreed in writing with NWL, such agreement not to be unreasonably withheld or delayed and being subject to paragraph 4(2) below, and this provision must be brought to the attention of any contractor responsible for carrying out any part of the authorised development on behalf of the undertaker. (2) Where written agreement to undertake works within the standard protection strips is sought under this paragraph 4 NWL may request such further information as is reasonably necessary to understand the impact of the works proposed and provide approval under paragraph 3(1) PROVIDED THAT<u>provided that</u>: (a) Any request for further information is made within 15 business days of NWL receiving notification of the proposed works; and (b) NWL must either reasonably agree to the proposed works or provide reasons for its failure to agree to the proposed works within 25 business days, or within 10 business days of receipt of all further information requested pursuant to paragraph 4(2)(a) (whichever is later). (3) For the avoidance of doubt nothing in sub-paragraph 4(2) shall be construed as a deemed approval from NWL for works to be carried out within the standard protection strips of NWL's apparatus. Alteration of NWL Apparatus 5. —(1) Without prejudice to the generality of the foregoing, the alteration, extension, removal or	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		re-location of any apparatus shall not be implemented until: (a) any requirement for any permits under the Environmental Permitting Regulations 2016 or other replacement legislation and any other associated consents are obtained; (b) if applicable, the undertaker has made the appropriate application under sections 106 (right to communicate with public sewers), 112 (requirement that proposed drain or sewer be constructed so as to form part of the general system) or 185 (duty to move pipes, etc. in certain cases) of the Water Industry Act 1991 as may be required by those provisions and has provided a plan of the works proposed to NWL and NWL has given the necessary consent or approval under the relevant provision, such agreement not to be unreasonably withheld or delayed; and (c) in the event that such works are to be executed by the undertaker, they are to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by NWL for the alteration or otherwise for the protection of the apparatus, or for securing access to it. (2) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will enable NWL to maintain or use the apparatus no less effectively than was possible before such obstruction. (3) The undertaker, in the case of the powers conferred by the Order for the protective work to buildings, must exercise those powers so as not to obstruct or render less convenient the access to any apparatus belonging to NWL. (4) Without prejudice to paragraph 3.5(2.1) hereof if, in the exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that NWL's apparatus is altered, relocated or diverted, that apparatus must not be altered, removed, and any right of NWL to maintain that apparatus in that land must not be extinguished, until— (a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of NWL; and (b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 6(1) or 6.7.	

Expenses and Costs

9. —(1) Subject to the following provisions of this paragraph, to the extent lawful under section 185(5) of the Water Industry Act 1991, and save where otherwise agreed in writing between NWL and the undertaker, the undertaker must repay to NWL following receipt of an itemised forecast, invoice or claim from NWL, all costs, charges and expenses which are reasonably and properly incurred, or reasonably anticipated to be incurred, by NWL within the following three months in connection with:

- (a) the inspection, removal, alteration or protection of any apparatus which may be reasonably required in consequence of any works to construct the authorised development; or
- (b) the construction of any alternative apparatus which may be required in consequence of the execution of any such works as referred to in paragraph 6 of this Part of this Schedule;

and any costs, charges and expenses reasonably and properly incurred by NWL which are attributable to a delay caused by the undertaker in relation to works falling within sub-paragraphs (a) or (b) shall be deemed to be costs, charges and expenses incurred in connection with those works.

(2) The value of any apparatus removed under the provisions of this Part of the Schedule is to be deducted from any sum payable under sub-paragraph 9(1), that value being calculated after removal.

(3) Where the placing of alternative apparatus is Materially Different and such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been incurred if the apparatus placed had not been Materially Different, the amount which apart from this sub-paragraph would be payable to NWL by virtue of sub-paragraph 9(1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph 9(3), an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
			those of the existing apparatus. (5) An amount which apart from this sub-paragraph would be payable to NWL in respect of works by virtue of sub-paragraph 9(1) must, 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 NWL 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. (6) An amount which apart from this sub-paragraph would be payable to NWL in respect of works by virtue of sub-paragraph 9(1) must, 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 NWL 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.	

21. [Schedule 16, Updates following Protective Provisions \(Part 14 – for the protection of Anglian Water Services Limited\)](#)

[H](#)

PART 14

FOR THE PROTECTION OF ANGLIAN WATER [SERVICES LIMITED](#)

Application

1. For the protection of Anglian Water the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

Interpretation

2. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in a manner no less efficient than previously including any reasonably necessary protective works;

“AMP8 Land” means any land, interest in land or apparatus which is reasonably required for the [construction, maintenance, operation and protection of an AMP8 Project as identified in the relevant AMP8 Project Notice](#);

“AMP8 Project” means any project, scheme, work or asset improvement which:

(a) [is being undertaken by or on behalf of Anglian Water in connection with Asset Management Period 8 \(1 April 2025 to 31 March 2030\)](#);

(b) [has been approved, funded, promoted or otherwise progressed by Anglian Water for the purpose of meeting regulatory, environmental, operational, growth, resilience or statutory obligations during AMP8; and](#)

(c) [is identified by Anglian Water in an AMP8 Project Notice served pursuant to paragraph 16](#);

“AMP8 Project Notice” means the notice served by Anglian Water pursuant to paragraph 16 (as [revised pursuant to paragraph 17](#));

“Anglian Water” means Anglian Water Services Limited (registered company number 02366656);

“apparatus” means:

(a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;

(b) any drain or works vested in Anglian Water under the Water Industry Act 1991;

(c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

(d) any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian Water,

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
			and for the purpose of this definition, where words are defined by section 219 of that Act, they shall be taken to have the same meaning; <u>“Forngett End Land Plots” means that part of Plots 7/28, 7/27, 7/29, 7/16 and 7/18 excluding any land required for the authorised development;</u> “functions” includes powers and duties; “in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land; “plan” includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed; 3. This Part of this Schedule does not apply to Apparatus<u>apparatus</u> in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act. 4. —(1) Where any street is stopped up under article 15 (permanent stopping up of streets and public rights of way), where Anglian Water has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Anglian Water legal easements reasonably satisfactory to Anglian Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Anglian Water to require the removal of that apparatus under paragraph 7 or the power of the undertaker to carry out works under paragraph 79. (2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 16 (temporary closure of streets and public rights of way), Anglian Water is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway subject to provision of reasonable prior notice to the undertaker (except in the case of emergency) and compliance at all times with the undertaker’s reasonable site safety rules and health and safety law.	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		7. —(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that Anglian Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until— (a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and (b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 68. (2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Anglian Water 20 business days' written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus. 9. —(1) Not less than 20 business days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 7(2), the undertaker must submit to Anglian Water a plan of the works to be executed <u>which includes details of any impacts to Anglian Water's apparatus and proposed measures to mitigate those impacts.</u>	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 or 7(2), or by reason of any subsidence resulting from such development or 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 Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must— (a) bear and pay the cost reasonably incurred by Anglian Water in making good such damage or restoring the supply; and (b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water, by reason or in direct consequence of any such damage or interruption. (2) Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, penalties and costs to which the provisions of sub- paragraph (1) applies. If requested to do so by the undertaker, Anglian Water will provide an explanation of how any claim has been minimised. The undertaker will not be liable under paragraph 1011(1) for claims unreasonably incurred by Anglian Water. <u>Cooperation – AMP8 Projects</u> <u>16.—(1) Anglian Water may, from time to time and by written notice, identify any AMP8 Project which may be affected by the authorised development. Such AMP8 Project Notice shall:</u> <u>(a) identify the name and description of the relevant project;</u> <u>(b) identify the AMP8 Land reasonably anticipated to be required for that project during construction, maintenance and operation of that project;</u> <u>(c) include such plans, drawings, programme timings or other project information as are reasonably available at the time; and</u> <u>(d) specify any anticipated impact, overlap or interface that the project may have on the authorised development, including whether the project can co-exist with the authorised development.</u>	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>(2) Following service of an AMP8 Project Notice under sub-paragraph (1) above, the undertaker shall provide any comments on the proposed project, suggestions for resolution, mitigation or minimisation of any interface between the project and the authorised development or proposed next steps to consider the same or information defined in that notice within 10 business days after which the identified project shall be treated as an AMP8 Project for the purposes of this Deed.</u> <u>(3) Anglian Water shall keep the information contained in each AMP8 Project Notice under review and, where any information contained in an AMP8 Project Notice is superseded, materially amended, refined or supplemented, shall as soon as reasonably practicable serve a revised AMP8 Project Notice pursuant to sub-paragraph (1) which shall replace any previous AMP8 Project Notice relating to the same AMP8 Project with effect from the date on which the revised notice is served.</u> <u>(4) Any AMP8 Project Notice served pursuant to sub-paragraph (1)(1) must be sent to the undertaker at its registered office or to the undertaker's named point of contact once appointed under paragraph 18.</u> <u>17. Following receipt of an AMP8 Project Notice, the undertaker and Anglian Water must work positively and collaboratively to avoid conflict between the authorised development and the AMP8 Projects, in particular to seek to avoid impeding either party's ability to construct and operate any necessary AMP8 infrastructure or the authorised development.</u> <u>18. The undertaker and Anglian Water must provide a named point of contact who will have responsibility for keeping each other regularly informed of progress of the authorised development, throughout design, construction, maintenance and operation phases.</u> <u>19. The undertaker must, through its point of contact, keep Anglian Water updated as to progress of the construction of the infrastructure and associated works for the authorised development, including sending Anglian Water a programme of works within a reasonable time after it is formulated, and providing any updates to that programme within a reasonable time after any material change to it.</u> <u>20. The undertaker must engage with Anglian Water at appropriate intervals but not less than every 3 months throughout the early design, detailed design and construction phases of the authorised development, on any matters (as notified by Anglian Water to the undertaker) which could reasonably be expected to impact the AMP8 Projects, including regarding any infrastructure and associated works proposed as part of the authorised development within the AMP8 Land.</u> <u>21.—(1) Where the authorised development will interfere or conflict with infrastructure in place or to be built on existing land owned by Anglian Water as part of an AMP8 Project, the undertaker will work with Anglian Water to mitigate these issues as far as reasonably practicable.</u>	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			<u>(2) Where the parties agree (acting reasonably) that any residual conflict remains, the undertaker will engage proactively with Anglian Water to fully explore options for co-existence, including by undertaking a joint engineering study if reasonably necessary, and any reasonable additional expenses reasonably incurred by Anglian Water in exploring options for co-existence as a result of that interference or conflict (including costs in relation to any engineering study) will be at the undertaker's expense.</u> <u>(3) Where the authorised development will conflict with an AMP8 Project in place or to be built on existing land owned by Anglian Water at Fornsett End, and that conflict either cannot be resolved by the process to explore co-existence options in paragraph 21 above or if the undertaker reasonably considers that co-existence cannot be achieved, the undertaker will assist with the provision of compensatory land suitable for the relevant AMP8 Project, where:</u> <u>(a) that compensatory land falls within the Fornsett End Land Plots;</u> <u>(b) it is in the undertaker's ownership or power or control under the Order to provide, and</u> <u>(c) it is reasonable and appropriate in scale and nature to the AMP8 Project.</u> <u>22. Notwithstanding the above, the undertaker must provide Anglian Water with the opportunity to review and comment on the detailed design of any proposed infrastructure and associated works for the authorised development within the AMP8 Land, and will take any comments made by Anglian Water into account when finalising the detailed design of the authorised development. The undertaker must use all reasonable endeavours to design and construct any such infrastructure and associated works in a way that will not impede the ability of Anglian Water to design, construct and operate any part of the AMP8 Projects. The undertaker's design considerations must include regulatory requirements, practical design constraints, and Anglian Water's protective provisions under this Part of Schedule 16 to the Order.</u> <u>23. Should it be the case that the construction phase for the authorised development overlaps with the construction phase of any works for the AMP8 Projects, to the degree that works geographically overlap or are in proximity to one another, the undertaker and Anglian Water must engage proactively to ensure both sets of works can proceed safely, efficiently and expeditiously.</u> <u>24. Once the authorised development is in construction or is operational, the undertaker must not unreasonably withhold consent for Anglian Water to enter onto and undertake reasonable activities on land within the undertaker's control or in proximity to its assets necessary for the development of the AMP8 Projects, although the undertaker may impose reasonable conditions upon such consent.</u>	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			<u>25.(1) Where the land requirements of the authorised development will interact or overlap with the land requirements of any AMP8 Project, the undertaker and Anglian Water must engage proactively:</u> <u>(a) to reduce any impacts of the authorised development on the land requirements of the relevant AMP8 Project as far as reasonably practicable; and</u> <u>(b) to manage any overlapping or shared land requirements, including temporary and permanent access routes, haul roads and working areas, so that the construction, operation and maintenance of both the authorised development and the relevant AMP8 Project can proceed safely, efficiently and expeditiously.</u>	
22.	Schedule 16, Protective Provisions (Part 15 – for the protection of Water Management Alliance)	Updates following engagement with stakeholder	Expenses and indemnity 7. —aaaaaaa <u>(1) If, by reason of any specified work or any protective works or of the failure of any such works the efficiency of any drainage work for flood defence and/or land drainage purposes is impaired, or that drainage work is otherwise damaged so as to require remedial action, such impairment or damage must be made good by the undertaker at its own expense as soon as reasonably practicable to the reasonable satisfaction of the drainage authority, and if the undertaker fails to do so the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.</u> <u>(2) If by reason of construction of the specified work or any protective works the drainage authority's access to land drainage infrastructure, flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the drainage authority to maintain the land drainage infrastructure, flood defence or use the equipment no less effectively than was possible before the obstruction within 48 hours of, or as soon as reasonably practicable after, the undertaker becomes aware of such obstruction.</u>	H

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
23.	Schedule 16. <u>Protective Provisions</u> (Part 16 – for the protection of railway interests)	<u>Formatting corrections</u>	5. —(1) (1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration. (2) The approval of the engineer under sub-paragraph (1) must not be: (a) unreasonably withheld but may be given subject to reasonable conditions in the circumstances; or (b) unreasonably delayed and if, by the end of the period of 20 business days beginning with the date on which such plans have been supplied to Network Rail, the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 10 business days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 10 business days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted. (3) Where Network Rail refuses its approval of the plans supplied to it pursuant to sub-paragraph (1) Network Rail shall provide reasons for such refusal in writing and the undertaker shall revise the relevant plans to accommodate such reasons where reasonable to do so and the process in sub-paragraphs (1) and (2) shall be repeated. (4) If Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail by the earlier of the date: (a) on which the engineer intimates their approval of the plans under sub-paragraph (2); or (b) that is the end of the period of 10 business days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2)(b), then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker, PROVIDED THAT <u>provided that</u> the specified works to which this paragraph shall apply shall be limited to works to railway infrastructure, railway apparatus or railway equipment and shall not extend to any works carried out on the undertaker's electricity transmission network.	<u>H</u>

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(5) If Network Rail give notice to the undertaker under sub-paragraph (4) then, if reasonably required by the undertaker upon reasonable prior written notice, Network Rail will also construct any adjoining part of the specified work ("adjoining work"), PROVIDED THAT<u>provided that</u> such adjoining work is integral to and necessary to be carried out in conjunction with that specified work, without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker, subject to— (a) such adjoining work being located on railway property; (b) Network Rail having sufficient rights to carry out such adjoining work; (c) the undertaker first providing Network Rail with the requisite plans, specifications and any other information reasonably required by Network Rail to enable it to carry out such adjoining work; (d) the engineer's approval of such adjoining work; and (e) Network Rail being able to recover its costs of carrying out such adjoining work pursuant to paragraph 14(1).	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		6. — amended (1) When signifying their approval of the plans pursuant to sub-paragraphs (1) and (2) the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion (acting reasonably) need to be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction PROVIDED THAT <u>provided that</u> any such protective works would be on land held or controlled by Network Rail or the undertaker, and such protective works are authorised by the Order or are development permitted by either an Act of Parliament or a general development order made under the 1990 Act, save that if in Network Rail's reasonable opinion protective works are required to be carried out on land which is not held or controlled by Network Rail or the undertaker, and such protective works are development permitted by either an Act of Parliament or a general development order made under the 1990 Act, the undertaker and Network Rail will both use reasonable endeavours to obtain sufficient rights over that land to enable the protective works to be carried out (which shall not require either party to seek powers of compulsory acquisition) or to seek an alternative engineering solution for the protective works that would be on land held or controlled by Network Rail or the undertaker.	

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
24.	<u>Schedule 16, Protective Provisions (Part 17 – for the protection of the LTC undertaker)</u>	<u>Updates following engagement with the LTC undertaker.</u>	Interpretation 2. — kkkkkk (1) In this Part of this Schedule— “detailed design information” means such of the following information as is relevant to the specified works or, as the case may be, the works authorised by the 2025 Order— (a) the timing and programme of works; (b) detailed design of works, including works to highways, utilities and drainage; (c) site clearance details; (d) topographical surveys; (e) earthworks; (f) boundary, environmental and mitigation fencing; (g) landscaping and habitat creation; (h) construction, alteration and use of temporary and permanent access and egress routes in to <u>into</u>, from and adjacent to the interface area;	<u>H</u>

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
			(i) maintenance and repair strategy; (j) health and safety information, including compliance with the Construction (Design and Management) Regulations 2015; (k) any works which require departures from DMRB standards; (l) control and security of works, apparatus and working areas; (m) code of construction practice; (n) the approach to discharging requirements under this Order; (o) removal of temporary works and the approach to reinstatement of land held temporarily; and (p) such <u>other</u> information as may be reasonably required by the undertaker or the LTC undertaker <u>as a consequence of the cooperation and coordination undertaken pursuant to paragraph 3</u>; “DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it; “interface area” means land which falls within both the Order Limits of this Order and the Order Limits of the 2025 Order; “specified work” means any work or works authorised by this Order which would be situated on, under, over, or within the interface area.	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Cooperation 3. —(1)(1) <u>(1)</u> The undertaker must use all reasonable endeavours to avoid any conflict arising between the carrying out, maintenance and operation of the authorised development and the works authorised by the 2025 Order. (2) The undertaker and the LTC undertaker must each act in good faith and use all reasonable endeavours to co-operate <u>cooperate</u> with, and provide such timely assistance to, one another as may be required to ensure the safe, economic and efficient co-ordination of the execution of the authorised development and the works authorised by the 2025 Order. (3) Without prejudice to the generality of sub-paragraph (2), the undertaker and the LTC undertaker must: (a) provide a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development and the works authorised by the 2025 Order; (b) hold bi-monthly <u>programming and coordination</u> meetings, <u>unless otherwise agreed by the parties</u>, until the completion of the authorised development and the works authorised by the 2025 Order (whichever is the latest); <u>with the aim of:</u> <u>(i) ensuring that matters within the scope of paragraphs 4 and 5 are addressed as expeditiously and efficiently as possible; and</u> <u>(ii) facilitating the prompt exchange of information in respect of works, activities or other operations, including the temporary closure or permanent stopping-up or diversion of any street or highway, which are proposed to be carried out outside of the interface area but which either the undertaker or the LTC undertaker reasonably consider may adversely impact upon works, activities or other operations to be undertaken within the interface area;</u> (c) consult with the other party as to the programming of works for the authorised development and the works authorised by the 2025 Order and, to the extent practicable, <u>that relevant information has been provided to each party within a timely manner,</u> take all reasonable steps to ensure that all plans and other documents as submitted for approval under the requirements of this Order and under the 2025 Order do not unreasonably impede or interfere with the construction of the authorised development or the works authorised by the 2025 Order, and	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		(d) <u>keep each other informed of, and</u> have regard to, the anticipated programme of works for the authorised development and the works authorised by the 2025 Order in order to facilitate a co-ordinated approach to construction programming, land assembly, and the carrying out of works in connection with the authorised development and the 2025 Order. Prior agreement<u>Exercise of powers</u> 4. —mmmmmm) <u>(1)</u> A specified work <u>, or part thereof,</u> must not commence until— (a) the undertaker has provided the LTC undertaker with the detailed design information for that specified work <u>, or part thereof;</u> (b) the LTC undertaker has itself provided the undertaker with such detailed design information concerning the works authorised by the 2025 Order as is relevant to the carrying out of the specified work <u>, or part thereof;</u> and (c) the undertaker and the LTC undertaker have reached agreement <u>has given its prior approval (not to be unreasonably withheld or delayed)</u> as to the co-ordination of the execution of the specified work <u>, or part thereof</u> in a manner which facilitates the safe, economic and efficient execution of works authorised by the 2025 Order within the interface area. Exercise of powers <u>(2)</u> 5. — nnnnnn) The undertaker must not exercise powers under; <u>(a) article 16 (temporary closure of streets and public rights of way);</u> <u>(b) article 20 (discharge of water); and</u> <u>(c) this Order to compulsorily acquire, take temporary possession of, or otherwise access land</u> in <u>within</u> the interface area, without having first consulted with <u>obtained the prior approval of</u> the LTC undertaker <u>(not to be unreasonably withheld or delayed).</u> (1) The undertaker must not exercise powers under — <u>(3) In providing the prior approval referred to in sub-paragraphs (1)(c) and (2) the LTC undertaker must have regard to the cooperation and coordination undertaken pursuant to paragraph 3, and ensure that its approval is given in writing and must set out any terms, requirements or conditions under which those powers are to be exercised.</u>	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		<u>(4) For the avoidance of doubt, the parties understand that any terms, requirements or conditions referred to in sub-paragraph (3) must not be intended to:</u> (a) <u>article 16 (temporary closure of streets and public rights of way) constitute the imposition of a moratoria on the carrying out of the authorised development;</u> (b) article 20 (discharge of water); and <u>(b) be of a nature whereby compliance with those terms, requirements or conditions would constitute a breach of this Order; or</u> <u>(c) be contrary to the duties of cooperation set out in sub-paragraph (3) of this Part.</u> <u>(5) (e) The undertaker must not exercise powers under</u> article 21 (protective works to buildings); over any part of the interface area without having first consulted with the LTC Undertaker. <u>(6) (2)</u> Where the LTC undertaker is consulted for the purposes of sub-paragraph (1) or (2), the undertaker and the LTC undertaker must promptly, and without unreasonable delay, agree in writing the terms, requirements or conditions under which those powers are to be exercised on, over, under or within the interface area. <u>(7) (3)</u> For the avoidance of doubt, <u>the parties understand that</u> any terms, requirements or conditions referred to in sub-paragraph (3) (6) must not <u>be intended to:</u> (a) constitute the imposition of a moratoria on the carrying out of the authorised development or the works authorised by the 2025 Order; (b) be of a nature whereby compliance with those terms, requirements or conditions would constitute a breach of this Order or the 2025 Order; or (c) be contrary to the duties of cooperation set out in paragraph <u>sub-paragraph</u> (3) of this Part.	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		LTC compensatory habitat 5. 6. — eeeeeee <u>(1)</u> If the authorised development is commenced in the interface area, the undertaker must, in consultation with the LTC undertaker, carry out and complete Work No. 20 such that not less than 16 hectares of compensatory habitat is created. (2) The compensatory habitat referred to in sub-paragraph (1) must be carried out in accordance with the Outline Landscape and Ecology Management Plan referred to in paragraph 5 of Schedule to the 2025 Order, as it applies to the Hoford Road compensatory habitat site as set out in section 6.10 of that document. (3) For the avoidance of doubt, sub-paragraphs (1) and (2) will not apply in the event that works authorised by the 2025 Order are not commenced and/or the LTC undertaker does not bring forward any of the remaining compensatory habitat secured in the Outline Landscape and Ecology Management Plan referred to in sub-paragraph (2) in locations adjacent to the interface area <u>cancelled, terminated, suspended indefinitely, or otherwise ceased so as to render the 2025 Order authorised development incomplete.</u>	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Costs 6, 7. ppppppp <u>(1)</u> The undertaker must, on receipt of an invoice or written breakdown, pay to the LTC undertaker a sum equal to the whole of any reasonable, directly incurred and properly evidenced costs and expenses which the LTC undertaker incurs (including costs and expenses for using internal or external staff) in relation to any <u>approvals or</u> agreements required to be entered into under this Part of Schedule 16, or in connection with any additional work or action that the LTC undertaker is required to carry out as a result of any of the undertaker's works in <u>or exercise of powers within or affecting</u> the interface area including, but not limited to— (a) any costs reasonably incurred by the LTC undertaker in connection with carrying out any work on behalf of the undertaker under any <u>approval or</u> agreement reached; (b) the carrying out of any protective works within the interface area, if required; (c) the survey of land within the interface area, and the inspection and monitoring of any works carried out by the undertaker within the interface area; and (d) all legal and administrative costs in relation to sub-paragraphs (a) to (c) above. (2) The LTC undertaker must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs and expenses under sub-paragraph (1) and, if requested to do so by the undertaker, the LTC undertaker must provide an explanation of how those costs and expenses have been minimised. (3) There will be deducted from any sum payable under sub-paragraph (1) a sum equal to the value of any land or rights acquired by the undertaker on behalf of the LTC undertaker for the purposes of paragraph 65, that sum being calculated following acquisition of the land or rights in question.	

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Indemnity 7, 8. ———— qqqqqqq (1) The undertaker fully indemnifies the LTC undertaker from and against all costs, claims, expenses, damages, losses and liabilities suffered by the LTC Undertaker directly arising from— (a) the construction, maintenance or use of specified works by the undertaker; or (b) the exercise of or failure to exercise any power under this Order by the undertaker, provided that the undertaker's indemnity will not extend to any loss or claims arising out of or in consequence of any negligent act or default of the LTC undertaker or to the exercise of any powers under the Order which are the subject of <u>carried out in compliance with the approval or</u> agreement reached under paragraph 54, <u>unless such exercise of powers is carried out negligently</u>. (2) The LTC undertaker will— (a) notify the undertaker upon receipt of any costs, claims, expenses, damages, losses and liabilities referred to in sub-paragraph (1); and (b) not accept or compromise any claims, charges, costs, expenses, liability or losses to which this indemnity relates without the prior consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
			Escalation of differences 8. 9. — xxxxx (1) The undertaker and the LTC undertaker shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Part in accordance with the following provisions. (2) The undertaker and the LTC undertaker shall each nominate a representative who shall meet to try to resolve the matter. If the matter is not resolved at that level within ten business days of either the undertaker or the LTC undertaker requesting such a meeting (or such longer period as may be agreed between the undertaker and the LTC undertaker) the matter may at the request of either the undertaker or the LTC undertaker be referred for discussion at a meeting to be attended by a senior executive from each party. (3) If the meeting between senior executives fails to result in a settlement within ten business days of the date of the request for such a meeting (or if it is not possible to convene a meeting within this period) then the undertaker may refer the matter to the Secretary of State for Energy Security and Net Zero or the LTC undertaker may refer the matter to the Secretary of State for Transport. <u>dispute will be determined in accordance with article 62 (arbitration) of this Order.</u>	
25.	Schedule 16, Protective Provisions (Part 19 – for the protection of Scottishpower Renewables (UK Limited)	Updates following engagement with stakeholder.	Acquisition of land and removal of apparatus 3. — xxxxxxx (1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise the powers under the Order in such a way as to extinguish ScottishPower Renewables (UK) Limited's existing access rights along Bullen Lane and the access road to the EA3 and EA1 substations without any simultaneous	H

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		regrant of the same rights or otherwise put ScottishPower Renewables (UK) Limited back into the substantially same position in respect of its existing land rights to access along Bullen Lane and the access road to the EA3 and EA1 substations. (2) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise the powers under the Order in such a way as to extinguish ScottishPower Renewables (UK) Limited's existing land rights related to the apparatus without any simultaneous regrant of the same rights or otherwise put ScottishPower Renewables (UK) Limited's back into the substantially same position in respect of its existing land rights to the apparatus. (3) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any apparatus held by ScottishPower Renewables (UK) Limited's otherwise than by agreement. <u>(4) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise powers of compulsory acquisition nor of temporary possession in respect of the land plot B-20/199 inclusive of the land up to and within the inner fenceline perimeter of the EA1 substation only.</u>	

<u>Ref.</u>	<u>dDCO Ref.</u>	<u>Rationale for the Change</u>	<u>Change Made</u>	<u>Version of dDCO</u>
26.	<u>Schedule 16, Protective Provisions (Part 20 – for the protection of TC East Anglia One Limited)</u>	<u>Updates following engagement with stakeholder.</u>	Acquisition of land and removal of apparatus 3. —bbbbbb <u>(1)</u> Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker's existing access rights along Bullen Lane and the access road to the EA1 substation without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to access along Bullen Lane and the access road to the EA1 substation. (2) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker's existing land rights related to the apparatus without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to the apparatus. (3) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any apparatus held by the statutory undertaker otherwise than by agreement. <u>(4) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise powers of compulsory acquisition nor of temporary possession in respect of the land plot B-20/199 inclusive of the land up to and within the inner fenceline perimeter of the EA1 substation only.</u>	<u>H</u>

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
27.	Schedule 16. Protective Provisions (Part 21 – for the protection of East Anglia One Limited)	Updates following engagement with stakeholder.	Acquisition of land and removal of apparatus 3. — mmmm (1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker's existing access rights along Bullen Lane and the access road to the EA1 substation without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to access along Bullen Lane and the access road to the EA1 substation. (2) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker's existing land rights related to the apparatus without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to the apparatus. (3) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any apparatus held by the statutory undertaker otherwise than by agreement. <u>(4) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not exercise powers of compulsory acquisition nor of temporary possession in respect of the land plot B-20/199 inclusive of the land up to and within the inner fenceline perimeter of the EA1 substation only.</u>	<u>H</u>

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO																										
28.	Schedule 19	Consequential updates following introduction of consolidated definition of “landscape compensation, offsetting and enhancement area plans”; introduction of biodiversity net gain report as a certified document; updates to revision numbers and minor typographical corrections. The footnotes associated with the “blue pencil” drafting have been deleted where documents have been removed. In the interests of legibility, those deletions are not included in this table.	<table><tr><th>(1) Document title</th><th>(2) Document reference</th></tr><tr><td>Access, rights of way and public rights of navigation plans</td><td>2.5</td></tr><tr><td>[Ardleigh & Little Bromley landscape compensation, offsetting and enhancement area plan](a)Biodiversity net gain report</td><td>7.1 (B)</td></tr><tr><td>Book of reference</td><td>4.3 (EG)</td></tr><tr><td>[Burstall and Bramford landscape compensation, offsetting and enhancement area plan](a)</td><td></td></tr><tr><td>[Colne Valley (including Fordham, Ford Street and Aldham) landscape compensation, offsetting and enhancement area plan](a)</td><td></td></tr><tr><td>Design approach for site specific infrastructure</td><td>7.16 (E)</td></tr><tr><td>Design and layout plans (elevations)</td><td>2.6.1</td></tr><tr><td>Design and layout plans (pylons)</td><td>2.6.2</td></tr><tr><td>Detailed written schemes of investigation for mitigation areas</td><td>8.18 to 8.24 (B)</td></tr></table> <table><tr><td>Environmental Statement Appendix 4.1 - Greenhouse Gas Assessment</td><td>6.4.A1 (B)</td></tr><tr><td>Environmental Statement – Appendix 4.2 = Watercourse Crossing Details</td><td>6.4.A2 (C)</td></tr><tr><td>Environmental Statement Figure 4.1 - Proposed Project Design</td><td>6.4.F1 (B)</td></tr></table>	(1) Document title	(2) Document reference	Access, rights of way and public rights of navigation plans	2.5	[Ardleigh & Little Bromley landscape compensation, offsetting and enhancement area plan](a) Biodiversity net gain report	7.1 (B)	Book of reference	4.3 (EG)	[Burstall and Bramford landscape compensation, offsetting and enhancement area plan](a)		[Colne Valley (including Fordham, Ford Street and Aldham) landscape compensation, offsetting and enhancement area plan](a)		Design approach for site specific infrastructure	7.16 (E)	Design and layout plans (elevations)	2.6.1	Design and layout plans (pylons)	2.6.2	Detailed written schemes of investigation for mitigation areas	8.18 to 8.24 (B)	Environmental Statement Appendix 4.1 - Greenhouse Gas Assessment	6.4.A1 (B)	Environmental Statement – Appendix 4.2 = Watercourse Crossing Details	6.4.A2 (C)	Environmental Statement Figure 4.1 - Proposed Project Design	6.4.F1 (B)	H
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		Environmental Statement Appendix 11.3 - EACN Substation Geophysical Survey Report	6.11.A3 (A)	
		Environmental Statement Appendix 11.4 - Geophysical Survey (Priority Areas) Results Report	6.11.A4 (D)	
		Environmental Statement Appendix 11.5 - Trial Trenching Results Report	6.11.A5 (C B)	
		Environmental Statement Appendix 11.6 - Geoarchaeological Monitoring of Ground Investigation Works Report	6.11.A6 (A)	
		Environmental Statement Appendix 11.7 - Assessment of Harm to Designated Heritage Assets	6.11.A7 (B)	
		Environmental Statement Appendix 11.8 - Phase 2 Geophysical Survey	6.11. A7 A8 (A)	
		Environmental Statement Figure 11.1 - Historic Environment Study Area	6.11.F1 (A)	
		Environmental Statement Chapter 17 - Cumulative Effects	6.17 (B)	
		Environmental Statement Appendix <u>17.1</u> - Intra-Project Cumulative Effects	6.17.A1 (A)	
		Environmental Statement Appendix 17.2 - Long List and Short List of Other Developments	6.17.A2 (A)	
		Environmental Statement Appendix 17.3 - Inter-Project Cumulative Effects	6.17.A3 (A)	

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Proposed change application 2: addendum to environmental statement – change request 2 (Little Bromley)	9.12 (CA2)	
		[Gipping Valley landscape compensation, offsetting and enhancement area plan](a)	2.2 (G)	
		[Great and Little Waltham landscape compensation, offsetting and enhancement area plan](a)	[8.35 (A)(b)]	
		[Hutton, Mountnessing and Havering's Grove landscape compensation, offsetting and enhancement area plan](a)		
		[Ingatstone and Buttsbury landscape compensation, offsetting and enhancement area plan](a)		
		Land plans	2.2 (F)	
		Open access land plans	2.15 (A)	
		Outline archaeological mitigation strategy and	7.5 (C-D)	
removed if they are retained. In either event, this footnote should be deleted.] (a) [This entry is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.] removed if they are retained. In either event, this footnote should be deleted.] (b) [This entry is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.] removed if they are retained. In either event, this footnote should be deleted.]				

Ref.	dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
29.	Schedule 20, Landscape compensation, offsetting and enhancement in relation to specified locations.	Updates following engagement with the relevant authorities.	Interpretation 1. In this Schedule— “BCIS Index” means (subject to paragraph 2(3)) the General Building Cost Index published from time to time by the Building Cost Information Service of the Royal Institution of Chartered Surveyors; “contribution” means the sum specified in column 3 of the table in paragraph 2 for the landscape compensation, offsetting and enhancement area specified in column 1 which is to be paid on the terms of this Schedule to the relevant authority specified in column 2 of that table for that area; “landscape compensation, offsetting and enhancement area” means the relevant area described in column 1 of the table in paragraph 2; “landscape compensation, offsetting and enhancement measures” has the meaning given in paragraph 4(2); “relevant authority” means the authority specified in column 2 of the table in paragraph 2 (in its capacity as local planning authority) for the landscape compensation, offsetting and enhancement area specified in column 1 of that table; and any reference in this Schedule to a named relevant authority includes any successor body exercising its functions as local planning authority; “reporting year” means each period of 12 months beginning on the anniversary of the date on which the contribution was paid to the relevant authority, except that the first reporting year begins on the date of payment and ends on the first such anniversary; and “ten-year date” means, in relation to a contribution, the date falling 10 years after the date on which that contribution was paid to the relevant authority.	H

Ref. dDCO Ref.	Rationale for the Change	Change Made	Version of dDCO
		Unspent contributions and revised measures 7. 7.1 <u>(1)</u> Where, on the ten-year date, any part of a contribution (including interest accrued in the account <u>in respect of it</u>) remains unspent or uncommitted, the relevant authority must, either— (a) within 40 business days after the ten-year date, apply in writing to National Grid for approval to apply the unspent or uncommitted balance to such revised landscape compensation, offsetting and enhancement measures as are specified in that application, together with an explanation of why the measures described in paragraph 4(2) have not been fully carried out and why the proposed revised measures are appropriate; or (b) repay to National Grid the unspent or uncommitted balance together with interest in accordance with sub-paragraph (5) provided National Grid has demanded the same and the relevant authority must make the repayment within 40 business days after receiving that demand.	
		<u>Footnote:</u> [The Applicant does not consider that the applicable legal and National Policy Statement (“NPS”) policy framework requires the provision of compensation, offsetting or enhancement for the residual landscape and visual effects of the authorised development is required by the applicable legal and National Policy Statement (“NPS”) policy framework. The Applicant has set out its position to the Examining Authority at Issue Specific Hearing 4 and summarised this at paragraph 5.1(a) of it at paragraphs 5.1(a) and (b) of REP6-118 – Document 8.5.12 Applicant’s Written Summary of Oral Submissions and Response to Action Points for Issue Specific Hearing 4 [REP6-118] (Final Issue A) and Document 8.34 Applicant’s Closing Statement with a Summary of Areas of Disagreement submitted at Deadline 8. The county planning authorities listed below and Thurrock Council (a unitary authority) disagree with the Applicant’s position. They consider that the relevant legal and policy tests are met and that, during the examination, they provided their justification to support the inclusion of a regime for landscape compensation, offsetting, and enhancement in relation to specified locations within their administrative areas, for example Suffolk County Council: [RR-3520] (92-112), [REP1-178] (13.220-225), [REP3-085] (5.2-5), [REP4-335] (9.24), [REP4-336] (8.2-3), [REP5-271] (GEN2.2 and LV2.16), and [REP6-166] (5.1a); Essex County Council: [REP1-161] (4.104-7), [REP3-077] (3.22-25), [REP4-328] (5.20-26), [REP5-242] (LV2.16), and [REP6-147] (3.1-8); Norfolk County Council: [RR-2754] (10-19-21), [REP1-173] (11.24-30), [REP5-256] (GEN2.2), and Thurrock Council: [REP6-170] (2.3). Without prejudice to that its position, the Applicant has progressed consideration of landscape compensation, offsetting and enhancement proposals with the relevant local authorities at certain locations as specified in Schedule [20] of this draft Order, given effect by this Article [63]. This Article [63] and Schedule [20] are therefore proposed by the Applicant on a “blue pencil” basis as a matter for the Secretary of State to determine whether they are required pursuant to the applicable legal and NPS policy framework. If the Secretary of State agrees with the Applicant’s position and concludes the contributions to be paid pursuant to Article [63] and Schedule [20] are not required by the applicable legal and NPS policy framework, the Applicant requests that Article [63] and Schedule [20] and the associated definitions of the related landscape compensation, offsetting and enhancement area plans (as denoted by footnotes) in Article 2 be deleted from the final form Order if it is made. Alternatively, if the Secretary concludes that the proposed Article is in accordance with the legal and policy framework, agreeing with the authorities’ position, Article [63] and Schedule [20] and the associated definitions of the related landscape compensation, offsetting and enhancement area plans (as denoted by footnotes) in Article 2 should be retained in the Order and the square brackets removed. In either event, this footnote should be removed in any final made Order.]	

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Style name: Firm	
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Delete	15
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<u>Move To</u>	0
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<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	40