

THE M42 JUNCTION 6 DEVELOPMENT CONSENT ORDER 2019 (THE PROJECT)
DEADLINE 9 – 15 NOVEMBER 2019
CADENT GAS LIMITED

1. INTRODUCTION

- 1.1 Cadent Gas Limited (**Cadent**) is a statutory undertaker for the purposes of the Planning Act 2008 (**PA 2008**) and is providing comments on the final form of draft DCO (dDCO) submitted by the Promoter.
- 1.2 Cadent has made a number of submissions to the examination of the Project to date. This document should be read alongside Cadent's relevant representations made on 26 March 2019, Cadent's written representations made on 3 June 2019 and 11 October 2019 and letter of 5 November 2019.

2. PROTECTIVE PROVISIONS - UPDATE

- 2.1 The Examining Authority requested at Row 17 of its 'draft Development Consent Order (dDCO) commentary schedule of changes' issued 8 November 2019 Cadent's views on Schedule 10 of the draft Order. This version of the draft Order did not yet contain protective provisions suitable for the protection of Cadent's undertaking (the reasons why the generic protective provisions are unsuitable have been set out in previous submissions). Cadent's update at Deadline 8 on 5 November explained that Cadent and the Promoter were in the process of agreeing a suitable set of protective provisions to protect Cadent's undertaking. Agreement has now been reached, subject to four points where the parties could not agree. Each of these points is set out in section 3 below.
- 2.2 The agreed protective provisions are enclosed with this submission, with the four final outstanding points marked. The Promoter has advised us that these agreed form protective provisions will be included in the DCO submitted at this deadline. Although we do not expect it to be necessary, Cadent would need to make further submissions if new substantive changes were to be introduced in the DCO submitted today.

3. PROTECTIVE PROVISIONS – OUTSTANDING POINTS

- 3.1 Please find enclosed the agreed form of protective provisions which Cadent requests that the Secretary of State includes within the DCO (if made). To assist the Examining Authority, Cadent has included within the draft protective provisions a number of drafting notes which capture the points which remain outstanding between the parties, and which are expanded upon below.
- 3.2 By way of a summary, these relate to Paragraphs:
- 3.2.1 11(3)(c), which purports to exclude liability;
- 3.2.2 15, which relates to arbitration and specifically the powers excluded from arbitration;
- 3.2.3 The definition of "Acceptable Insurance" and paragraph 11(5) and 11(6); and
- 3.2.4 Paragraph 7(3).
- 3.3 Note that the first two points set out in 3.2.1 and 3.2.2 above are also currently before the Examining Authority on the Promoter's A585 Windy Harbour scheme (and are the only outstanding points on the otherwise agreed protective provisions). The points at 3.2.3 and 3.2.4 have been accepted by the promoter on the A585 scheme.

3.4 We set out Cadent's position on these outstanding issues below.

Issue	Cadent's Position
Paragraph 11(3)(c) Consequential Loss	The Promoter is seeking to include the following wording at paragraph 11(3)(c) of the protective provisions: <i>"11(3)(c) any direct 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"</i>. This seeks to exclude the Promoter from liability for indirect and consequential losses that third parties may suffer and is not agreed by Cadent. The consequence of this wording would be that Cadent would be responsible for any indirect and consequential losses that a third party would suffer as a result of damage or a loss of supply <u>caused by the Promoter</u>. This is not acceptable and Cadent does not accept this position. The scope of the indemnity is agreed save for this point. For clarity, the indemnity only applies in respect of third party claims as follows: <i>"any other expenses, loss, demands, proceedings, damages, claims, penalty or costs <u>properly incurred by or recovered from Cadent</u>, 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"</i>¹. The indemnity also provides that Cadent must give the Promoter reasonable notice of any such third party claim or demand and that <i>"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"</i>². Therefore, before the Promoter could be liable to Cadent for a third parties' costs under the indemnity, three things would need to occur: 1. First, the Promoter must have caused damage or in any interruption in any service provided, or in the supply of any goods, that have caused loss to the third party; 2. Second, that third parties' costs must have been properly incurred by or recovered from Cadent; and

¹ Paragraph 11(1) of the protective provisions

² Paragraph 11(4) of the protective provisions

	3. Third, Cadent must have either settled that claim having consulted and considered the Promoter's representations or have been obliged to make the payment under a statutory compensation scheme. This procedure ensures that the indemnity only applies to properly incurred or recovered costs, and provides the Promoter with the opportunity to make representations on any such claim. This is sufficient protection for the Promoter. Notwithstanding the above and the framework of the indemnity, there is a more important principle at stake: Cadent derives no benefit from the Project. Therefore, Cadent should not be exposed to any costs or losses as a result of the Project, whether foreseeable or not. There is no objectively justifiable reason to allocate responsibility for damage or interruption caused by the Promoter such that the Promoter is responsible for foreseeable costs and losses and Cadent is responsible for unforeseeable costs and losses. In both instances, the losses are caused solely by the Promoter and regulated by the terms of the indemnity as identified above. On this point, money spent and costs incurred by Cadent is ultimately passed on to consumers in their energy bills. This is not appropriate in respect of losses caused by a third party. Cadent has been in discussion with its insurance team and has identified that it is not insured for such losses caused by third parties, which is why it is so important that the indemnity is not unfairly limited. As the Secretary of State noted in the Eggborough decision³, exposing a third party that derives no benefit from the Project with the risk of losses as a result of that Project would place an unreasonable and unjustified burden on that third party. Ultimately, Cadent would face a risk of potential costs and losses through no fault of its own. Such costs and losses are unquantified, and when associated with the potential scale of costs and losses that a third party could suffer as a result of having its gas supply interrupted could be significant. Whilst the Eggborough DCO includes an exclusion of unforeseen consequential loss, the Examining Authority's report makes it quite clear that such a clause places an unreasonable and unjustified burden on the third party in that instance⁴. Whilst the Examining Authority ultimately recommended the inclusion of additional wording and the inclusion of an amended clause, this was based on the relevant promoter's justification during that specific examination. This should not be viewed as a precedent.

³ See section 7.5 of the Secretary of State's decision letter dated 20 September 2018 which is appended hereto

⁴ See Section 8.5.30 of the Recommendation Report of Richard Allen B.Sc (Hons) PGDip MRTPI dated 27 June 2018 which is appended hereto

	In the current instance, the Promoter has provided no justification for the inclusion of Paragraph 11(3)(c), other than the fact that the wording is included within the Eggborough DCO. Ultimately, the type of costs and losses that the Canal and Rivers Trust may have suffered pursuant to the Eggborough DCO could be materially different to those that Cadent may suffer as a result of the Project. Paragraph 11(3)(c) is not included in the protective provisions agreed between the promoter and National Grid for this Project. We append the agreed form protective provisions which shall be included on the face of the Order in favour of National Grid. The corresponding provision is paragraph 28. The Promoter has provided no justification for why this subparagraph is required for Cadent but not for National Grid and as to why it is taking a wholly inconsistent approach between two statutory undertakers. In addition to the above, there are also examples of other DCOs with protective provisions regulating the relationship between the Promoter and Cadent's statutory predecessor (National Grid Gas plc) which include the indemnity but which do not include this provision⁵. Finally, the Promoter's preferred wording actually goes beyond the standard protective provisions it has included within its own draft of the DCO (see Paragraph 11 of Part 1 of Schedule 10 to the dDCO), which does not carve out such indirect or consequential loss in the same way in the corresponding provisions. <u>Therefore, Cadent requests that the Secretary of State does not include paragraph 11(3)(c) within the Order (if made).</u>
Parargraph 15 Arbitration	Paragraph 15 of the protective provisions regulates the matters that are subject to arbitration, and those that are not subject to arbitration. In respect of this: 1. Cadent's protective provisions carve the provisions of paragraph 9 (Retained apparatus: protection of Cadent) out of the scope of arbitration; but 2. the Promoter's protective provisions do not carve the provisions of paragraph 9 out of the scope of arbitration. Cadent seek to carve paragraph 9 out of the scope of arbitration given the importance of this paragraph to the protection of Cadent's retained apparatus. The Promoter does not have any issues with the scope of paragraph 9, and

⁵ See Paragraph 51 of Part 4 of Schedule 9 to The A14 Cambridge to Huntingdon Improvement Scheme Development Consent Order 2016 and Paragraph 52 of Part 4 of Schedule 9 to The M4 Motorway (Junctions 3 to 12) (Smart Motorway) Development Consent Order 2016 both of which are appended hereto

	therefore recognise the importance of protecting Cadent’s retained apparatus, but they seek to subject paragraph 9 to arbitration. The reason that Paragraph 9 is required to protect Cadent’s apparatus is as follows: 1. Major Accident Hazard pipelines are regulated by the Pipeline Safety Regulations 1996. Under Regulation 15, it is an offence to cause damage to a pipeline as may give rise to a danger to persons and could result in enforcement action by the HSE. 2. The Pipeline Safety Regulations 1996 requires that pipelines are operated so that the risks are as low as is reasonably practicable. In judging compliance with the Regulations, the HSE expects duty-holders to apply relevant good practice as a minimum. 3. Well established national standards and protocols for major accident hazard pipelines assist the HSE in ascertaining whether the risks incurred in working with such pipelines have been mitigated as much as reasonably practicable. The following standards are relevant to Cadent’s apparatus: a. IGEM/TD/1: This Institution of Gas Engineers (IGE) Standard applies to the design, construction, inspection, testing, operation and maintenance of pipelines and associated installations, designed after the date of publication. It sets out engineering requirements “for the safe design, construction, inspection, testing, operation and maintenance of pipelines and associated installations, in accordance with current knowledge.” b. This Standard is intended to protect from possible hazards members of the public and those who work with pipelines and associated installations, as well as the environment, so far as is reasonably practicable, it is also intended to ensure that the security of gas is maintained. c. IGE recommendations IGE/SR/18: This standard regulates safe working practices to ensure the integrity of gas pipelines and associated installations. This standard outline management procedures and safety precautions affecting the design, construction, maintenance and demolition of services, structures and other works in the vicinity of gas plant. d. HSE’s guidance document HS(G)47: This guidance document is aimed at those involved in carrying out work on or near apparatus. Its purpose is avoiding danger from

	underground services, and it outlines the potential dangers of working near underground services and gives advice on how to reduce any direct risks to people's health and safety, as well as the indirect risks arising through damage to apparatus. e. TSP/SSW/22: This Cadent specification manages industry protection of plant. f. It is aimed at third parties carrying out work in the vicinity of Cadent gas pipelines and associated installations and is provided to ensure that individuals planning and undertaking work take appropriate measures to prevent damage. g. The requirements in this document are in line with the requirements of the IGE IGE/SR/18 Edition 2 - Safe Working Practices To Ensure The Integrity Of Gas Pipelines And Associated Installations, and the HSE's guidance document HS(G)47 Avoiding Danger from Underground Services. 4. These industry standards have the intention of protecting the: a. integrity of the pipelines, Cadent's network and distribution of gas; b. safety of the local area surrounding gas pipelines; and c. safety of personnel involved in working near to gas pipelines 5. Cadent therefore requires an appropriate level of control and assurance that the industry regulatory standards will be complied with in connection with works in the vicinity of its apparatus. Failure to comply with industry safety standards, legal requirements or Health and Safety standards create a health and safety risk and could have potentially serious consequences for individuals or property located in proximity to the pipeline/s. 6. Cadent has the benefit of a gas transporter licence (the Licence) under section 7 of the Gas Act 1986 (the Act). Cadent has a statutory duty under its Licence to ensure that these Regulations and protocols are complied with. Cadent requires specific provisions in place for an appropriate level of control and assurance that the industry regulatory standards will be complied with in connection with works to connect to and in the vicinity of the apparatus. For all of the above reasons, it is crucial that Cadent retains protection over how its network operates and how its network is protected.

	The Promoter has offered no explanation for its position to Cadent, other than a vague concern that Cadent may not act reasonably in protecting its apparatus. These concerns are unfounded, and in any event the Promoter would be open to explore other avenues if it felt that was the case. Cadent is under a statutory duty to conduct itself in an efficient and economic manner in operating its network, and for this reason it must retain control over how it operates that network. It is for Cadent, as an experienced gas undertaker under statutory and Licence obligations, to determine what measures are reasonable for the protection and integrity of its network. The Promoter accepts Cadent’s position in respect of apparatus that is to be removed and new apparatus that is to be constructed under sub-paragraph 7(2) of the protective provisions, as sub-paragraph 7(2) is carved out of the arbitration provisions for the same reasons identified above given Cadent’s statutory duties. The Promoter has offered no justification for treating paragraph 15 any differently to sub-paragraph 7(2) or taking an inconsistent position. <u>Therefore, Cadent requests that the Secretary of State includes paragraph 15 within the Order (if made) in the following form:</u> “15. Save for differences or disputes arising under sub-paragraphs 7(2), 7(4) <u>and paragraph 9</u> any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 47 (arbitration).”
“Acceptable Insurance” definition and paragraph 11(5) and (6)	The definition of “Acceptable Insurance” and paragraph 11(5) and 11(6) are agreed between the Promoter and Cadent. However, the Promoter would prefer this wording not to be included on the face of the DCO, instead the Promoter would like this to be dealt with by way of side agreement only. Its only rationale for this is that it considers it to be a commercial term. At this time no side agreement has been concluded, so if this wording is not included in the face of the Order Cadent risks losing an essential element of protection, which helps ensure funds are actually available in the event that losses are properly recoverable by Cadent under the protective provisions. The parties are in the process of agreeing a side agreement, and will update the Examining Authority if this is concluded. However, regardless of whether this insurance wording is included in a separate agreement, Cadent considers it is wholly appropriate for inclusion in the Order for the following reasons: • This Promoter has very recently accepted the principle of this wording being included on the face of the DCO. This exact wording was included in this Promoter’s preferred form protective provisions

	submitted by this Promoter to the Examining Authority to be included on the face of the DCO for the A585 Scheme⁶. As such, Cadent sees no reason why these terms cannot be included on the face of this DCO. • Cadent derives no benefit from this scheme or other schemes promoted by this Promoter, and has gone to considerable trouble to accommodate each scheme through negotiating protective provisions for each scheme. Cadent considers it entirely appropriate that where possible a consistent approach is taken to the protective provisions between different schemes. Excluding insurance from the face of the Order for this scheme, but not for others, could lead to future misunderstandings and submissions that insurance is not always required by Cadent. This is of course emphatically not the case, as has been agreed by the Promoter. There is simply no reason to have an inconsistent approach between the Promoter's different orders for the same agreed point. • It is operationally inappropriate if the future relationship between the parties cannot be readily understood by everyone through looking at the protective provisions in the Order, and instead separate contractual positions must identified and referred to. In practice the protective provisions will be reviewed and used by different teams to those involved in agreeing them. <u>Accordingly, Cadent requests that the Examining Authority make a determination in its favour that the definition of "Acceptable Insurance" and paragraph 11(5) and 11(6) be included on the face of the Order.</u>
Paragraph 7(3) Removal of Apparatus	Cadent is seeking for paragraph 7(3) to read as follows: "If the undertaker is unable to afford such facilities and rights as mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent <u>may (acting reasonably in the circumstances)</u>, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in any endeavour to assist the undertaker in obtaining the necessary rights and facilities in the land in which the alternative apparatus is to be constructed save that this obligation shall 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." The Promoter is seeking to remove the wording underlined in bold and to replace this with the word "must".

⁶ Paragraph 19, 28(5) and 28(6) of the Promoter's preferred form protective provisions for the A585 Scheme

	The reason that Cadent is seeking this wording is that Cadent (and its personnel) has in the past been placed under significant pressure to obtain rights and facilities in land where an absolute obligation has been placed on it. Cadent will of course assist the Promoter as it has always done. However it is key that Cadent and the Promoter work in partnership to obtain rights and facilities and that it is not left to Cadent in isolation to secure. This goes back to the point that we make above that Cadent derives no benefit from the Project. As such, an absolute obligation on it to assist in securing rights and facilities, even where it is not reasonable to do so, is not appropriate. <u>Cadent requests that the Examining Authority finds in its favour in respect of this wording.</u>

4. PREVIOUS WRITTEN SUBMISSIONS

- 4.1 Cadent is not in a position yet to withdraw it's objection (see it's Written Representation at Deadline 1).
- 4.2 A side agreement is still to be concluded which includes the insurance provisions, so that this crucial element of protection is not lost in the event that the Examining Authority or Secretary of State is minded to grant the DCO without this provision on the face of the Order. Cadent will continue to work with the Promoter to resolve its outstanding concerns and will provide a further update before the close of Examination if further progress is made.
- 4.3 Cadent's submission of 11 October 2019 still stands. In this submission, Cadent outlines the amendments that are required to the dDCO to address the fact that there are currently (i) insufficient rights for the relocation of the AGI, (ii) insufficient rights of access to the AGI, and (iii) insufficient rights over gas pipelines. Cadent submission of 11 October 2019 outlines the implications if insufficient land and rights are included in the dDCO. In the event that a side agreement is concluded before the close of Examination, then Cadent will provide the Examining Authority with a further update in respect of these submissions.

Appended:

1. Agreed form protective provisions to be included on the face of the DCO;
2. Recommendation Report of Richard Allen B.Sc (Hons) PGDip MRTPI dated 27 June 2018 for the Eggborough Combined Cycle Gas Turbinr Power Station;
3. Secretary of State's decision letter dated 20 September 2018 for the Eggborough Combined Cycle Gas Turbine (Generating Station) Order;
4. The A14 Cambridge to Huntingdon Improvement Scheme Development Consent Order 2016;
5. The M4 Motorway (Junctions 3 to 12) (Smart Motorway) Development Consent Order 2016; and
6. National Grid protective provisions to be included on the face of the Order for this Project and which has been agreed by the Promoter.

7. The Promoter's preferred form protective provisions submitted to the Examining Authority for the A585 Scheme.

CMS CAMERON MCKENNA NABARRO OLSWANG LLP

15 NOVEMBER 2019

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF CADENT GAS LIMITED AS GAS UNDERTAKER

Application

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

Interpretation

2. In this Part of this Schedule—

“acceptable insurance” means a third party public & products liability insurance maintained by the undertaker or their contractors with a limit of fifty million pounds (£50,000,000) in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but fifty million pounds (£50,000,000) for any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability; “alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously¹;

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by Cadent for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“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.

“commence” and “commencement” include any below ground surveys, monitoring, work operations, remedial work in respect of any contamination or other adverse ground condition, the receipt and erection of construction plant and equipment, and non-intrusive investigations for the purpose of assessing ground conditions;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“facilities and rights” for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance, and any necessary rights of access;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for Cadent's approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

¹ This wording is agreed between the parties. The undertaker is seeking to include this in the side agreement whereas Cadent requires this on the face of the Order.

From: Abigail Walters <abigail.walters@bclplaw.com>
Sent: 18 October 2019 13:48
To: M42 Junction 6 <M42Junction6@planninginspectorate.gov.uk>
Cc: NELSON Aaron <AaronNELSON@bdbpitmans.com>; 'Parmar, Jagdeep - UK Legal' <Jagdeep.Parmar@nationalgrid.com>; 'EVANS Nicholas' <NicholasEvans@bdbpitmans.com>
Subject: RE: Highways England/National Grid M42 J6 Protective Provisions [BDB-BDB1.FID10542416] [BCLP-Legal.2026502.000297]

Dear Sirs,

Further to the promoter's e-mail yesterday, we had largely agreed the set of protective provisions appended to Mr Evan's e-mail below. We have now finally agreed a version which contains just two small changes as against those provided yesterday. Accordingly, please find attached a neat final set of protective provisions for the benefit of National Grid for inclusion on the face of the Order and a tracked version, showing the changes as against the version provided by Mr Evans yesterday.

I understand that these protective provisions for inclusion on the face of the Order are agreed with Highways England for the purposes of this scheme. I understand that the Promoter will also confirm this to be the position by e-mail.

Given the above National Grid will no longer need to appear at the Issue Specific Hearing on the 23rd October.

We are resolving all other matters beyond the protective provisions in conjunction with the Promoter and will keep PINS updated in respect of the withdrawal of National Grid objection in the near future.

Kind regards

Abigail



ABIGAIL WALTERS
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T: +44 (0) 20 3400 4720 [REDACTED]

From: EVANS Nicholas [<mailto:NicholasEvans@bdbpitmans.com>]
Sent: 17 October 2019 12:00
To: 'M42 Junction 6'; Abigail Walters
Cc: NELSON Aaron; 'Parmar, Jagdeep - UK Legal'
Subject: Highways England/National Grid M42 J6 Protective Provisions [BDB-BDB1.FID10542416]

Dear Sirs

Further to your correspondence with BCLP for National Grid, please find attached the Applicant's proposed protective provisions for the benefit of National Grid Electricity Transmission Plc. If accepted by the ExA, we proposed that this would form a new Part 3 of Schedule 10 the dDCO, and it is numbered accordingly.

I acknowledge that this is slightly later than we had anticipated. This is because the Applicant has taken the opportunity to discuss the drafting of these proposed protective provisions with National Grid, and to seek to reach agreement where possible.

Kind regards

Nick Evans



BDB PITMANS

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For and on behalf of BDB Pitmans LLP
50 Broadway London SW1H 0BL

From: M42 Junction 6 [<mailto:M42Junction6@planninginspectorate.gov.uk>]

Sent: 16 October 2019 11:07

To: Abigail Walters <abigail.walters@bclplaw.com>

Cc: EVANS Nicholas <NicholasEvans@bdbpitmans.com>; NELSON Aaron
<AaronNELSON@bdbpitmans.com>; 'Parmar, Jagdeep - UK Legal'
<Jagdeep.Parmar@nationalgrid.com>

Subject: RE: Highways England/National Grid M42 J6 - Without Prejudice [BDB-BDB1.FID10542416]
[BCLP-Legal.2026502.000297]

Hi Abigail,

The suggested arrangements should work reasonably well. We will be holding hearings with Highways England on 22 & 23 October, the agendas for which will be published on the National Infrastructure website today. For the Issue Specific Hearing into the draft Development Consent Order (DCO 4), you will see that National Grid are specifically asked to participate and issues relating to the relevant protective provisions can be explored then. Further written submissions may be made (if necessary) at Deadline 7 on 29 October 2019.

Yours faithfully

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Web: www.planningportal.gov.uk/infrastructure (Planning Inspectorate's National Infrastructure Planning portal)

Twitter: [@PINSgov](https://twitter.com/PINSgov)

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From: Abigail Walters <abigail.walters@bclplaw.com>
Sent: 11 October 2019 13:23
To: M42 Junction 6 <M42Junction6@planninginspectorate.gov.uk>
Cc: 'EVANS Nicholas' <NicholasEvans@bdbpitmans.com>; NELSON Aaron <AaronNELSON@bdbpitmans.com>; 'Parmar, Jagdeep - UK Legal' <Jagdeep.Parmar@nationalgrid.com>
Subject: FW: Highways England/National Grid M42 J6 - Without Prejudice [BDB-BDB1.FID10542416] [BCLP-Legal.2026502.000297]

Dear Sirs,

We have tried to telephone to discuss this but customer support was unable to put us through to anyone in the M42 Team.

We act for National Grid in respect of the above DCO. National Grid require adequate protective provisions/protective provisions for their benefit on the face of the DCO. National Grid are not happy with the current version of the Protective Provisions for the benefit of utilities within the dDCO and accordingly would have made representations to PINS providing their required wording by the 11th October. However we are trying to work in conjunction with the promoter and reach an agreed position. The promoter has today indicated that they intend to provide updated protective provisions/an updated position as to what they will include on the face of the order by 16th October.

Without seeing their proposed approach on the 16th October, it is obviously difficult to know whether this will be acceptable to NG or not. Accordingly it seems sensible to delay National Grid's submission until after we have had the opportunity to review the position HE are taking on this particular scheme. As you will see from the e-mail below the Promoter has suggested we submit a written response by the 21st October in response to their 16th October submission.

Accordingly we would like PINS approval to the timescale proposed by the Promoter. This is in effect to ask for an extension to the deadline of the 11th October until 21st October since the promoters deadline 5 dDCO is likely to be superseded in respect of the Protective Provisions by the Promoter on 16th October. We understand that the promoter agrees with this approach and will confirm the same by return.

Please can you also just confirm the time and venue for the ISH on the 23rd October?

Kind regards

Abigail

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SCHEDULES

SCHEDULE 1

PROTECTIVE PROVISIONS

PART 3

FOR THE PROTECTION OF NATIONAL GRID AS ELECTRICITY UNDERTAKER

Application

18.—(1) For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the promoter and National Grid.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the promoter and National Grid, where the benefit of this Order is transferred or granted to another person under article 8 (*consent to transfer benefit of Order*)—

- (a) any agreement of the type mentioned in subparagraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and
- (b) written notice of the transfer or grant must be given to National Grid 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 Grid (but see paragraph 28(3)(b)).

Interpretation

19. In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid, together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution or supply, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“commence” and “commencement” in paragraph 26 and 28 of this Part of this Schedule include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment,

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” have effect as if National Grid’s apparatus was “authorised development” and as if the term “maintain” includes use;

“National Grid” means National Grid Electricity Transmission Plc or any successor as licence holder within the meaning of Part 1 of the Electricity Act 1989;

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

“promoter” means the undertaker as defined in article 2(1) of this Order;

“specified works” means any of the authorised development which—

(a) will or may be situated within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 24(2) or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 24(2) or otherwise.

20. Except for paragraphs 21 (*apparatus in stopped up streets*), 26 (*retained apparatus: protection*), 27 (*expenses*) and 28 (*indemnity*), this Part of this Schedule does not apply to apparatus in respect of which the relations between the promoter and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid in stopped up streets

21.—(1) Where any street is stopped up under article 17 (permanent *stopping up, restriction of use and construction of streets, public rights of way and private means of access*), if National Grid has any apparatus in the street or accessed via that street National Grid has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the promoter must grant to National Grid, or procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street, but nothing in this paragraph affects any right of the promoter or National Grid to require the removal of that apparatus under paragraph 24 or the power of the promoter, subject to compliance with this sub-paragraph, to carry out works under paragraph 26.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 16 (*temporary stopping up and restriction of use of streets*), National Grid 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.

Protective works to buildings

22. The promoter, in the case of the powers conferred by article 22 (*protective work to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid (such consent not to be unreasonably withheld).

Acquisition of land

23.—(1) Regardless of any provision in this Order or anything shown on the land plans, the promoter may not acquire any interest in land or apparatus, or override any easement or other interest in land, of National Grid otherwise than by agreement.

(2) As a condition of an agreement under sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between National Grid and the promoter) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the promoter in respect of any apparatus laid or erected in land

belonging to or secured by the promoter, the promoter must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the promoter acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the promoter 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) The promoter and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation 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 Grid and/or other enactments relied upon by National Grid 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 Grid under paragraph 26 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

24.—(1) If, in the exercise of the powers conferred by this Order, the promoter acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule, and any right of National Grid to maintain that apparatus in that land must not be extinguished, until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5).

(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 promoter requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to National Grid to its reasonable satisfaction (taking into account paragraph 25(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of, or secured by, the promoter; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the promoter, or the promoter is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the promoter, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

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

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

Facilities and rights for alternative apparatus

25.—(1) Where, in accordance with the provisions of this Part of this Schedule, the promoter affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the promoter and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid, such agreement not to be unreasonably withheld.

(2) If the facilities and rights to be afforded by the promoter in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the promoter to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of electricity undertaker

26.—(1) Not less than 56 days before the commencement of any specified works the promoter must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

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

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

(3) In relation to any specified works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing; -

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;
- (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to 26 tonnes in weight.

(4) The promoter must not commence any specified works until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraph (4)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6);
- (b) must not be unreasonably withheld.

(6) National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Specified works must be executed in accordance with

- (a) the plan submitted under sub-paragraph (1), as approved or as amended from time to time by agreement between the promoter and National Grid; and
- (b) such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where under sub-paragraph (6) National Grid requires any protective works to be carried out by itself or by the promoter as part of the plan approved pursuant to this paragraph, such protective works (whether of a temporary or permanent nature) must be carried out to National Grid's satisfaction prior to the commencement of any specified works for which the protective works are required and National Grid shall give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 19 to 20 and 23 to 25 apply as if the removal of the apparatus had been required by the promoter under paragraph 24(2).

(10) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(11) The promoter is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraph (6) insofar as is reasonably practicable in the circumstances.

(12) In sub-paragraph (11) "emergency works" means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

Expenses

27.—(1) Subject to the following provisions of this paragraph, the promoter must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any specified works including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid;

- (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 24(3); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
 - (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
 - (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
 - (d) the approval of plans;
 - (e) the carrying out of protective works;
 - (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.
- (2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the promoter or, in default of agreement, is not determined by arbitration in accordance with paragraph 32 (*arbitration*) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

28.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works or in consequence of the construction, maintenance or failure of any of the authorised works by or on behalf of the promoter or in consequence of any act or default of the promoter (or any person employed or authorised by him) in the course of carrying out such works, including without limitation any works carried out by the promoter under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or

alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the promoter will—

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

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

(3) Nothing in sub-paragraph (1) shall impose any liability on the promoter in respect of-

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;
- (b) any part of the authorised development carried out by National Grid in the exercise of any functions conferred by this Order pursuant to a transfer or grant under article 8 (*consent to transfer benefit of Order*)

(4) National Grid must give the promoter 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 promoter and considering their representations.

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

(6) National Grid must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid's control and if reasonably requested to do so by the promoter National Grid must provide an explanation of how the claim has been minimised, where relevant.

Enactments and agreements

29. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the promoter and National Grid in respect of any apparatus laid or erected in land belonging to the promoter on the date on which this Order is made.

Co-operation

30.—(1) Where in consequence of the proposed construction of any part of the authorised development, the promoter or National Grid requires the removal of apparatus under paragraph 24(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 26, the promoter shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid shall use its best endeavours to co-operate with the promoter for that purpose.

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

Access

31. If in consequence of the agreement reached in accordance with paragraph 23(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the promoter must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

32. Any difference or dispute arising between the promoter and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the promoter and National Grid, be determined by arbitration in accordance with article 47 (*arbitration*).

Notices

33. Notwithstanding article 45 (*service of notices*), any plans submitted to National Grid by the promoter pursuant to paragraph 26(1) must be sent to National Grid Plant Protection at plantprotection@nationalgrid.com or such other address as National Grid may from time to time appoint instead for that purpose and notify to the promoter in writing.

SCHEDULES

SCHEDULE 1

PROTECTIVE PROVISIONS

PART 3

FOR THE PROTECTION OF NATIONAL GRID AS ELECTRICITY UNDERTAKER

Application

18.—(1) For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the promoter and National Grid.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the promoter and National Grid, where the benefit of this Order is transferred or granted to another person under article 8 (*consent to transfer benefit of Order*)—

- (a) any agreement of the type mentioned in subparagraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and
- (b) written notice of the transfer or grant must be given to National Grid 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 Grid (but see paragraph 28(3)(b)).

Interpretation

19. In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid, together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution or supply, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“commence” and “commencement” in paragraph 26 and 28 of this Part of this Schedule include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment,

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” have effect as if National Grid’s apparatus was “authorised development” and as if the term “maintain” includes use;

“National Grid” means National Grid Electricity Transmission Plc or any successor as licence holder within the meaning of Part 1 of the Electricity Act 1989;

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

“promoter” means the undertaker as defined in article 2(1) of this Order;

“specified works” means any of the authorised development which—

(a) will or may be situated within 15 metres measured in any direction of any apparatus the removal of which has not been required by the promoter under paragraph 24(2) or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the promoter under paragraph 24(2) or otherwise.

20. Except for paragraphs 21 (*apparatus in stopped up streets*), 26 (*retained apparatus: protection*), 27 (*expenses*) and 28 (*indemnity*), this Part of this Schedule does not apply to apparatus in respect of which the relations between the promoter and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid in stopped up streets

21.—(1) Where any street is stopped up under article 17 (*permanent stopping up, restriction of use and construction of streets, public rights of way and private means of access*), if National Grid has any apparatus in the street or accessed via that street National Grid has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the promoter must grant to National Grid, or procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street, but nothing in this paragraph affects any right of the promoter or National Grid to require the removal of that apparatus under paragraph 24 or the power of the promoter, subject to compliance with this sub-paragraph, to carry out works under paragraph 26.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 16 (*temporary stopping up and restriction of use of streets*), National Grid 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.

Protective works to buildings

22. The promoter, in the case of the powers conferred by article 22 (*protective work to buildings*), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid (such consent not to be unreasonably withheld).

Acquisition of land

23.—(1) Regardless of any provision in this Order or anything shown on the land plans, the promoter may not acquire any interest in land or apparatus, or override any easement or other interest in land, of National Grid otherwise than by agreement.

(2) As a condition of an agreement under sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between National Grid and the promoter) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the

relations between National Grid and the promoter in respect of any apparatus laid or erected in land belonging to or secured by the promoter, the promoter must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the promoter acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the promoter 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) The promoter and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation 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 Grid and/or other enactments relied upon by National Grid 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 Grid under paragraph 26 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

24.—(1) If, in the exercise of the powers conferred by this Order, the promoter acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule, and any right of National Grid to maintain that apparatus in that land must not be extinguished, until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5).

(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 promoter requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the promoter must, subject to sub-paragraph (3), afford to National Grid to its reasonable satisfaction (taking into account paragraph 25(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of, or secured by, the promoter; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the promoter, or the promoter is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the promoter, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

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

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

Facilities and rights for alternative apparatus

25.—(1) Where, in accordance with the provisions of this Part of this Schedule, the promoter affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the promoter and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid, such agreement not to be unreasonably withheld.

(2) If the facilities and rights to be afforded by the promoter in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the promoter to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of electricity undertaker

26.—(1) Not less than 56 days before the commencement of any specified works the promoter must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

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

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

(3) In relation to any specified works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing; -

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;
- (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to 26 tonnes in weight.

(4) The promoter must not commence any specified works until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraph (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6);

(b) must not be unreasonably withheld.

(6) National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Specified works must be executed in accordance with

(a) the plan submitted under sub-paragraph (1), as approved or as amended from time to time by agreement between the promoter and National Grid; and

(b) such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where under sub-paragraph (6) National Grid requires any protective works to be carried out by itself or by the promoter as part of the plan approved pursuant to this paragraph, such protective works (whether of a temporary or permanent nature) must be carried out to National Grid's satisfaction prior to the commencement of any specified works for which the protective works are required and National Grid shall give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the promoter, reasonably requires the removal of any apparatus and gives written notice to the promoter of that requirement, paragraphs 19 to 20 and 23 to 25 apply as if the removal of the apparatus had been required by the promoter under paragraph 24(2).

(10) Nothing in this paragraph precludes the promoter from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(11) The promoter is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraph (6) insofar as is reasonably practicable in the circumstances.

(12) In sub-paragraph (11) "emergency works" means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

Expenses

27.—(1) Subject to the following provisions of this paragraph, the promoter must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any specified works including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid;

- (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 24(3); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
 - (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
 - (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
 - (d) the approval of plans;
 - (e) the carrying out of protective works;
 - (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.
- (2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the promoter or, in default of agreement, is not determined by arbitration in accordance with paragraph 32 (*arbitration*) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

28.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works or in consequence of the construction, maintenance or failure of any of the authorised works by or on behalf of the promoter or in consequence of any act or default of the promoter (or any person employed or authorised by him) in the course of carrying out such works, including without limitation any works carried out by the promoter under this

Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the promoter will—

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

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

(3) Nothing in sub-paragraph (1) shall impose any liability on the promoter in respect of-

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;
- (b) any part of the authorised development carried out by National Grid in the exercise of any functions conferred by this Order pursuant to a transfer or grant under article 8 (*consent to transfer benefit of Order*)

(4) National Grid must give the promoter 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 promoter and considering their representations.

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

(6) National Grid must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid's control and if reasonably requested to do so by the promoter National Grid must provide an explanation of how the claim has been minimised, where relevant.

Enactments and agreements

29. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the promoter and National Grid in respect of any apparatus laid or erected in land belonging to the promoter on the date on which this Order is made.

Co-operation

30.—(1) Where in consequence of the proposed construction of any part of the authorised development, the promoter or National Grid requires the removal of apparatus under paragraph 24(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 26, the promoter shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid's

undertaking and National Grid shall use its best endeavours to co-operate with the promoter for that purpose.

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

Access

31. If in consequence of the agreement reached in accordance with paragraph 23(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the promoter must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

32. Any difference or dispute arising between the promoter and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the promoter and National Grid, be determined by arbitration in accordance with article 47 (*arbitration*).

Notices

33. Notwithstanding article 45 (*service of notices*), any plans submitted to National Grid by the promoter pursuant to paragraph 26(1) must be sent to National Grid Plant Protection at plantprotection@nationalgrid.com or such other address as National Grid may from time to time appoint instead for that purpose and notify to the promoter in writing.

“maintain” and “maintenance” have effect as if Cadent’s existing apparatus was authorised development and as if the term maintain includes protect and use;

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

“rights” includes restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

"specified works" means any of the authorised development or activities undertaken in association with the authorised development including maintenance thereof which—

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under sub-paragraph 7(2) or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 7(2) or otherwise.

On Street Apparatus

3—(1), This Schedule does not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act, except for—

- (a) paragraphs 4 (apparatus in stopped up streets), 9 (retained apparatus: protection), 10 (expenses) and 11 (indemnity); and
- (b) where sub-paragraph (2) applies, paragraphs 7 (removal of apparatus) and 8 (facilities and rights for alternative apparatus).

(2) This sub-paragraph applies where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing public highway, notwithstanding that any diversion may be carried out under the provisions of Part 3 of the 1991 Act.

Apparatus of Cadent in stopped up streets

4—(1) Where any street is stopped up under article 17 (*permanent stopping up, restrictions of use of streets, public rights of way and private means of access*), if Cadent has any apparatus in the street or accessed via that street Cadent is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Cadent, or 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 shall affect any right of the Undertaker or of Cadent to require the removal of that apparatus under paragraph 7.

(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 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.

Protective works to buildings

5 The undertaker must exercise the powers conferred by article 22 (*protective work to buildings*) so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent (such consent not to be unreasonably withheld).

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 interest in land or appropriate, acquire, extinguish or override any easement or other interest in land of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development or maintenance thereof (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 or other legal or land interest of Cadent or affect the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent, and it will be the responsibility of the undertaker to procure or secure the consent to and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development or maintenance thereof.

(3) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus, including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent and other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by Cadent under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement under sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement or other interest of Cadent in such decommissioned apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

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

(a) retain any notice of Cadent's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and

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

Removal of apparatus

7—(1) If, in the exercise of the powers conferred by this Order, including pursuant to any agreement reached in accordance with paragraph 6, 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 facilities and rights referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of Cadent and in accordance with sub-paragraphs (2) to (5) inclusive.

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

(b) for the construction of alternative apparatus; and

(c) subsequently for the maintenance of that apparatus

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent [may (acting

reasonably in the circumstances)] [must]², 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 shall not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

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

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

Facilities and rights for alternative apparatus

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 construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) 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 then the terms and conditions to which those facilities and rights are subject in the matter may be referred to arbitration in accordance with paragraph 15 (*Arbitration*) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

9.—(1) Not less than 56 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 specified works until Cadent has given written approval of the plan so submitted.

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

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5); and,
- (b) must not be unreasonably withheld or delayed and Cadent must meaningfully engage with the undertaker within 28 days of the submission specified in sub-paragraph (1).

² Cadent requests “may (acting reasonably in the circumstances)”. Undertaker requests “must”.

(5) Cadent may require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Specified works must only be executed in accordance with—

- (a) the plan submitted under sub-paragraph (1), as approved or as amended from time to time by agreement between the undertaker and Cadent and
- (b) all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.

(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 satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.

(7) If Cadent, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 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).

(8) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(9) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development or any maintenance thereof—

- (a) the undertaker must implement an appropriate ground mitigation scheme; and
- (b) Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances

(11) In this paragraph, “emergency works” means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

Expenses

10.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand, all charges, costs and expenses reasonably anticipated or reasonably incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development 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 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; or
 - (ii) exercising any compulsory purchase powers under this Order transferred to or benefitting Cadent;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule
- (g) any watching brief pursuant to sub-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.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 15 (*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 to the extent that it is not possible in the circumstances (or it would be unlawful due to a statutory or regulatory change) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to Cadent in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

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 development (including works carried out under powers in Article 22 (Protective Works to Buildings)) by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from Cadent, the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and
- (b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs properly 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) shall 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 part of the authorised development carried out by Cadent in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 8 (*consent to transfer benefit of order*);
 - (c) [Note: undertaker is intending to request additional wording which Cadent does not agree].

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

(5) The undertaker confirms that

- (a) it is a self-insuring body, bound by the guidance set out in the HM Treasury Handbook “Managing Public Money”;
- (b) it holds a certificate of exemption under which the Secretary of State exempts it from any obligation to maintain Employers Liability Insurance but it shall be under an obligation to effect and maintain any insurance it is required to hold by statute or law unless an appropriate certificate of exemption is held;
- (c) if, at any time, it ceases to comply with (a) or (b) above it will immediately notify Cadent in writing, shall forthwith put into place the acceptable insurance and then maintain that acceptable insurance for the construction period of the authorised works; and
- (d) in response to any indemnity provided under this Part of this Schedule will not be reduced in anyway and any claim shall not be prejudiced because of the undertaker’s self insuring strategy³.

(6) In the event that the undertaker fails to comply with paragraphs 11(5) or 11(6) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent Cadent from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction. Cadent must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies and if reasonably requested to do so by the undertaker Cadent must provide an explanation of how it has been minimised.

Enactments and agreements

12. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

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

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

³11(5) and (6) have been agreed between the parties. The undertaker is seeking to include this in a side agreement. Cadent is seeking to include this on the face of the Order.

Access

14. If in consequence of any agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Save for differences or disputes arising under sub-paragraphs 7(2), 7(4) [and paragraph 9]⁴ any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 47 (*arbitration*).

Notices

16. Notwithstanding article 45 (*service of notices*) any plans submitted to Cadent by the undertaker pursuant to paragraph 9(1) must be sent via email to plantprotection@cadentgas.com as well as via post to Plant Protection Limited, Cadent Gas Limited, Brick Kiln Street, Hinckley, Leicestershire, LE10 0NA or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker in writing.

⁴ Cadent is seeking the insertion of the wording in square brackets. The undertaker does not propose this additional wording is included.

PART 3

FOR THE PROTECTION OF CADENT GAS LTD AS GAS UNDERTAKER

Application

18. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

19. In this Part of this Schedule—

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

“acceptable insurance” means a third party public & products liability insurance maintained by the undertaker or their contractors with a limit of fifty million pounds (£50,000,000) in respect of any one occurrence without limit to the number of occurrences in any annual policy period, but fifty million pounds (£50,000,000) for any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability;

“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;

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by Cadent for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of Cadent for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2(1) 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;

“Cadent” means Cadent Gas Ltd and/or its successors in title and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

“commence” has the same meaning as in article 2(1) of the Order and commencement shall 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 consisting of archaeological investigations, non-intrusive investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions;

“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



The Planning Inspectorate Yr Arolygiaeth Gynllunio

The Planning Act 2008

**EGGBOROUGH COMBINED CYCLE GAS TURBINE POWER
STATION**

**Examining Authority's Report of Findings and Conclusions and
Recommendation to the Secretary of State for Business, Energy
and Industrial Strategy**

Examining Authority

Richard Allen B.Sc (Hons) PGDip MRTPI

27 June 2018

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ERRATA SHEET – EGGBOROUGH CCGT - Ref. EN010081

Examining authority's Report of Findings and Conclusions and Recommendation to the Secretary of State for the Department of Energy and Climate Change, dated 27 March 2018

Corrections agreed by the Examining Authority prior to a decision being made

Page No.	Paragraph	Error	Correction
7	1.2.1	Conservation of Habitats and Species Regulations 2010	Conservation of Habitats and Species Regulations 2017
23	3.3.9	... has been reached and signed between with the Applicant.	... has been reached and signed with the Applicant.
26	3.5.11	... and environmental permit (EP) would...	...an environmental permit (EP) would...
29	3.5.28	... also requires new large combustion plant to be CCR.	... also requires new large combustion plant to be assessed for suitability for CCR.
47	4.7.6	Predications are then subsequently made...	Predictions are then subsequently made...
61	4.11.7	...that CCR is...	...that CHP is...
93	5.3.23	an dose-responses	dose-responses
93	5.3.27	... the effect of the Proposed Development on European sites would are likely to be significant.	... the effect of the Proposed Development on European sites would not likely to be significant.
95	5.3.34	... found on Thorne Moor SAC [REP7-007], and thus accords with the .	... found on Thorne Moor SAC [REP7-007].
101	5.4.36	I conclude that significant effects on the River Derwent SAC are not likely to be significant.	I conclude that effects on the River Derwent SAC are not likely to be significant.
109	6.2.8	Hall garths	Hall Garths
118	7.4.10	... identified as Plot 65 on the Land Plan [REP6-006]. CA of land is not sought.	...identified as Plot 65 on the Land Plan [REP6-006].
118	7.4.11	Protected Provisions	Protective Provisions
127	7.7.5	The case for CA powers required	The case for CA powers is required
136	8.5.36	...of the draft DCO [REP5-002] but...	...of the draft DCO [REP5-002] but...
48, 107, 110	4.7.11, 5.7.5, 5.7.7, 6.2.12	Thorn Moor	Thorne Moor

Examining Authority's findings and conclusions and recommendation in respect of the Eggborough Combined Cycle Gas Turbine Power Station

File Ref EN010081

The application was made under s37 of the Planning Act 2008 (as amended) and was received in full by the Planning Inspectorate on 30 May 2017.

The Applicant is Eggborough Power Limited.

The application was accepted for examination on 27 June 2017. The Examination of the application began on 27 September 2017 and was completed on 27 March 2018.

The proposed development comprises the construction and operation of a combined cycle gas generating station (CCGT) capable of generating up to 2500 megawatts (MW) of electricity, together with a peaking plant and a black start facility capable of generating up to 299 MW; a carbon capture storage facility; cooling water and discharge infrastructure; gas pipeline infrastructure and above-ground installation (AGI) substation; surface water drainage infrastructure; construction laydown areas; and landscaping at Eggborough Power Station, Goole, North Yorkshire DN14 0BS. Works to the existing National Grid electricity sub-station which lies adjacent to the existing coal-fired station is also proposed to allow the electrical connection from the proposed CCGT.

The proposed CCGT power station would be constructed on land to the south of the existing coal-fired power station; land which is currently used as a coal storage yard for the existing station. The existing coal-fired power station would be decommissioned and be demolished.

The proposed development requires a connection to the gas transmission system. This would be facilitated through a 4.7km gas pipeline which would connect to the National Grid Feeder line lying north east of the power station site. At the connection point, an AGI substation for both the Applicant and National Grid Gas (NGG) would need to be constructed. It is also proposed to investigate and if necessary replace the existing cooling water intake and discharge pipelines outside of the site. Because of this, the Applicant seeks compulsory acquisition powers to acquire land, new rights over land and to extinguish existing rights over land outside of the power station site to facilitate these works.

Summary of Recommendation:

The Examining Authority recommends to the Secretary of State that the Order be made in the form attached.

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1 INTRODUCTION

1.1 BACKGROUND

1.1.1 The application for development consent for the Eggborough combined cycle gas turbine (CCGT) power station (the proposed development) (Examination Library reference [APP-001 - APP-125]) was submitted by Eggborough Power Limited (the Applicant) to the Secretary of State (SoS) through the Planning Inspectorate (the Inspectorate) on 30 May 2017 under s31 of the Planning Act 2008 (PA2008), and accepted for Examination under s55 of the PA2008 on 27 June 2017 [PD-003].

1.1.2 The proposed development comprises:

- An electricity generating station located on land at the Eggborough Power Station site, fuelled by natural gas and with a gross output of up to 2500 megawatts (MW); a peaking and black start plant with a combined gross output of up to 299 MW; and cooling infrastructure;
- Temporary construction and laydown area involving the infilling of an existing on-site lagoon, and reserve space for carbon capture readiness;
- Works to the existing National Grid Electricity Transmission (NGET) sub-station including underground and overground electrical cables, replacement equipment and connections to busbars;
- Works to replace the existing cooling water intake and discharge infrastructure from the River Aire;
- Works to replace the existing groundwater and towns water supply connections;
- Installation of a high-pressure gas supply pipeline to link the proposed CCGT to the National Grid Gas (NGG) Feeder pipeline;
- Installation of an above-ground installation (AGI) for both the Applicant and National Grid Gas at the gas pipeline connection point
- Landscaping and biodiversity enhancements;
- Surface water drainage works from the site to Hensall Dyke utilising an existing connection; and
- Vehicular, pedestrian and cycle access works.

1.1.3 The location of the proposed development is shown in the accompanying Environmental Statement (ES) [APP-037 to APP-124]; the Works Plans [APP-015] and updated Land Plans [REP6-006].

1.1.4 The legislative tests for whether the proposed development is a Nationally Significant Infrastructure Project (NSIP) were considered by the SoS for what is now the Ministry of Housing Communities and Local Government. The SoS accepted the application for Examination in accordance with s55 of the PA2008 [PD-003].

1.1.5 As the proposed development comprises an onshore generating station with a capacity in excess of 50 MW, the proposed development

falls within s15 of the PA2008, and so requires development consent in accordance with s31 of the PA2008. The proposed development meets the definition of an NSIP set out in s14(1)(a) and s15(2) of the PA2008.

- 1.1.6 On 17 August 2016, the Applicant submitted to the Inspectorate under Regulation 8 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 (as amended) (the 2009 EIA Regulations) a request for an opinion as to the information to be provided in the ES (a Scoping Opinion). The Applicant also notified the SoS under Regulation 6(1)(b) of the 2009 EIA Regulations that it proposed to provide an ES in respect of the Project.
- 1.1.7 On 28 September 2016 the Inspectorate adopted a scoping opinion. In accordance with Regulation 4(2)(a) of the 2009 EIA Regulations, the Proposed Development was determined to be EIA development, and the application was accompanied by an ES [APP-037 - APP-124].
- 1.1.8 The 2009 EIA Regulations were revoked and replaced by the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 shortly after the submission of the application. I discuss the implications and transitional arrangements within Chapter 3 of this Report.
- 1.1.9 The potential effects on the environment have been assessed and set out in the ES. The ES includes details of measures proposed to mitigate likely significant effects identified by the Applicant. Information provided by the Applicant throughout the Examination in response to my questions and matters raised by Interested Parties (IPs) are addressed in this report.
- 1.1.10 I am satisfied that the ES meets the requirements of Schedule 4 of the 2009 EIA regulations and, together with the environmental information provided during the Examination, forms an adequate basis for decision making.
- 1.1.11 The application was accepted for examination on 27 June 2017 [PD-003]. Nineteen Relevant Representations (RRs) were received by the Inspectorate [RR-001 to RR-019].
- 1.1.12 On 11 August 2017, I was appointed by the SoS as the Examining Authority (ExA) for the application under s78 and s79 of the PA2008 [PD-004].
- 1.1.13 On 14 August 2017, the Applicant provided the Inspectorate with certificates confirming that s56 and s59 of the PA2008 and Regulation 13 of the EIA Regulations had been complied with [OD-002 - OD-004].

1.2 STRUCTURE OF REPORT

- 1.2.1 The report is structured as follows:

- In this chapter, I introduce the application and summarise the Examination and procedural decisions;
- In Chapter 2, I set out the main features of the proposed development;
- In Chapter 3, I summarise the legal and policy context applicable to consideration of the application;
- In Chapter 4, I set out the principal issues at the outset of the Examination, I discuss under topic headings the relevant and important issues that were examined and records my conclusions;
- In Chapter 5, I provide my findings and conclusions in relation to the Conservation of Habitats and Species Regulations 2010 (Habitats Regulations) (HRA);
- In Chapter 6, I conclude the case for development consent;
- In Chapter 7, I examine and conclude the case for compulsory acquisition, temporary possession and related matters;
- In Chapter 8, I consider the contentious and non-contentious changes made to the draft Development Consent Order (DCO) during the Examination and explain the Recommended DCO; and
- In Chapter 9, I present a summary of conclusions and the main recommendation to the SoS.

1.2.2 The following appendices are included within this Report:

- Appendix A details the main events during the Examination and the main procedural decisions taken;
- Appendix B contains the Examination Library which lists the documents submitted by the Applicant and others, and identifies references used in this Report;
- Appendix C lists abbreviations used in this Report; and
- Appendix D contains the DCO which I recommend to the SoS should they determine that the Order be made.

1.2.3 Given that the application and examination material have been published online, this report does not contain extensive summaries of all the representations, although regard has been had to them in my conclusion. I have considered all important and relevant matters and set out my recommendations to the SoS against the PA2008 tests.

1.3 THE EXAMINATION AND PROCEDURAL DECISIONS

1.3.1 The Examination began on 27 September 2017 and concluded on 27 March 2018.

1.3.2 On 30 August 2017, I wrote to all IPs, Statutory Parties and Other Persons under Rule 6 of the Infrastructure Planning (Examination Procedure) Rules 2010 (EPR) inviting them to the Preliminary Meeting (PM) [PD-005], outlining:

- The arrangements and agenda for the PM;
- Notification of the Hearings;
- My initial assessment of the principal issues;

- The draft Examination timetable;
- The availability of RRs and application documents; and
- My procedural decision to request a number of Statements of Common Ground (SoCG) from between the Applicant and other parties.

1.3.3 The PM took place on Wednesday 27 September 2017 at Knottingley Town Hall, Hilltop, Headlands Lane, Knottingley WF11 9DG (Knottingley Town Hall). An audio recording [EV-002] and a note of the meeting [EV-001] were published on the Eggborough CCGT section of the National Infrastructure pages of the Planning Inspectorate's website ('the Inspectorate website').

1.3.4 On 4 October 2017, I wrote to all IPs, Statutory Parties and Other Persons under Rule 8 of the EPR formalising the Examination timetable, and setting out further procedural decisions I had made in respect to the Examination timetable, and notifications on my forthcoming Written Questions (WQs), Hearings, SoCGs and the Local Impact Report (LIR) [PD-006 and PD-007].

1.4 HEARINGS AND SITE INSPECTIONS

1.4.1 I held a number of hearings under s91, s92 and s93 of PA2008 to ensure the thorough examination of the issues raised by the application. All were held at Knottingley Town Hall. They were as follows:

- An Issue Specific Hearing (ISH) on Environmental Matters on Wednesday 22 November 2017;
- An ISH on the draft DCO held on the morning of Thursday 23 November 2017; and
- A Compulsory Acquisition Hearing (CAH), following a request made at Deadline (DL) 1 by NGG and NGET [REP1-013] held on the afternoon of Thursday 23 November 2017.

1.4.2 My Rule 6 letter [PD-005] made provision for Open Floor Hearings (OFH) to be held in the afternoon, and if necessary the evening of Monday 20 November 2017. However, no requests were made by any party for this event to be held. I therefore made the decision not to hold any OFHs.

1.4.3 I identified the following principal matters to be discussed at the ISH on Environmental Matters:

- The robustness of the Habitats Regulations Assessment (HRA);
- Archaeology and Heritage;
- Biodiversity and Ecology;
- Noise and Vibration; and
- The future of the existing coal-fired power station.

1.4.4 I identified a number of principal matters to be discussed at the CAH in respect to the land sought for compulsory acquisition (CA) of land and new rights over land, and protected provisions on statutory and

non-statutory parties. All Affected Persons by CA or temporary possession (TP) proposals were provided with an opportunity to be heard.

1.4.5 I undertook an unaccompanied site inspection (USI) of the surrounding area on Tuesday 26 September 2017. I published a note of this visit on 4 October 2017 [EV-003].

1.4.6 In accordance with the Examination Timetable as set out in my Rule 8 of the EPR letter [PD-006], I undertook my accompanied site inspection (ASI) of the proposed development area, the remainder of the Eggborough power station site and the surrounding area on Tuesday 21 November 2017.

1.5 WRITTEN QUESTIONS

1.5.1 Two rounds of written questions were posed. My first WQs were published on 4 October 2017 [PD-007]. I posed Further Written Questions (FWQs) on 14 December 2017 [PD-011].

1.5.2 Following the Applicant's written summary of its oral case put at the ISH on Environmental Matters submitted at DL 3 [REP3-010] in to HRA matters, I made a procedural decision under Rule 8(3) of the EPR [PD-010] to amend the timetable to include provision for a need to produce a Report on the Implications for European sites (RIES). I made a further procedural decision under Rule 17 of the EPR to request additional information, and posed questions solely concerned with HRA. I felt it necessary to do so in advance of my FWQ so as to allow additional time for the Applicant to respond on HRA matters. Both the responses to my R17 and FWQ were set for DL 5, 9 January 2018.

1.6 HABITATS REGULATIONS ASSESSMENT

1.6.1 Under Regulation 5(2) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 (APFP), where required, an application must be accompanied with sufficient information to enable the relevant SoS to meet their statutory duties as the competent authority under the HRA. Following assessment and advice, the Applicant took the view that the Proposed Development did not give rise to any likely significant effects (LSE) on European sites, and no appropriate assessment (AA) was necessary by the decision maker.

1.6.2 As I will set out in much further detail under Chapter 5 of this Report, I questioned the Applicant's approach to HRA matters at the ISH on Environmental Matters [EV-007 - EV010] specifically on its threshold calculations and whether European sites could be deemed to have no LSE where the critical mass of those sites were already exceeded.

1.6.3 The Applicant responded at DL 3 [REP3-010] updating such matrices for one particular European site. Following this response, I published specific questions on HRA matters under R17 on 5 December 2017

[PD-010], and responses to these and the additional integrity matrices data was submitted by the Applicant at DL 5 [REP5-006].

1.6.4 I examined matters in relation to potential effects on European sites with a potential bearing on HRA. Towards the end of the Examination I produced a RIES to summarise the available environmental information [PD-015]. This compiled, documented and signposted information provided within the application and subsequent information submitted throughout the Examination by both the Applicant and IPs.

1.6.5 The RIES was issued on 25 January 2018 to all IPs. Comments on the RIES were requested for DL 7, 14 February 2018, as set out in the revised Examination Timetable [PD-010]. Reasoning and conclusions drawn from the RIES and all relevant related evidence are set out in Chapter 5.

1.7 LOCAL IMPACT REPORT

1.7.1 North Yorkshire County Council (NYCC) and Selby District Council (SDC) are the relevant local authorities for the area for the proposed development. Both authorities submitted a joint LIR at DL 2 [REP2-039].

1.7.2 S60(3) of PA2008 defines an LIR as a "report in writing giving details of the likely impact of the Proposed Development on the authority's area (or any part of that area)". Matters raised in the LIR are discussed in this Report and have been fully taken into account.

1.8 STATEMENTS OF COMMON GROUND

1.8.1 Signed SoCGs between the Applicant and the following have been received with no areas of disagreement between the parties:

- Sport England submitted with the application [APP-125]
- Highways England submitted at DL 1 [REP1-002];
- Historic England (HE) submitted at DL 1 [REP1-004];
- Natural England (NE) submitted at DL 1 [REP1-007];
- The Civil Aviation Authority (CAA) at DL 1 [REP1-008];
- The Coal Authority submitted at DL 2 [REP2-012];
- The Environment Agency (EA) submitted at DL 3 [REP3-008];
- The Marine Management Organisation (MMO) submitted at DL 8 [REP8-007];
- Yorkshire Wildlife Trust (YWT) submitted at DL 8 [REP8-008];
- NYCC and SDC submitted at DL 9 [REP9-005]; and
- National Grid Gas (NGG) and National Grid Electricity Transmission (NGET) submitted at DL 9 [REP9-006].

1.8.2 The SoCG between the Applicant and the Canal & River Trust (CRT) [REP9-015] is unsigned. However, both the Applicant [REP9-001] and CRT [REP9-016] confirm that it is the agreed position between the parties; CRT expressing that the process of signing could not be achieved before the close of the Examination. The SoCG [REP9-015]

acknowledges that areas of disagreement exist between the parties on the matters regarding Schedule 12, Part 3 of the Development Consent Order in respect to protected provisions. I discuss this in further detail in Chapter 8 of this Report.

- 1.8.3 The Applicant informed me at the PM [EV-002] that the Health and Safety Executive (HSE) had declined to enter into a SoCG and as such one would not be provided.
- 1.8.4 The completed SoCGs have been fully taken into account throughout this Report.

1.9 OTHER CONSENTS REQUIRED

- 1.9.1 In addition to the consents required under PA2008, the Applicant will require other consents to construct operate and maintain the proposed development. As set out by the Applicant in section 24 of the Application Form [APP-001] and contained within the submitted document entitled the details of 'Other Consents and Licences' [APP-029] and updated at DL 2 [REP2-010], the following consents, licences and permits are expected to be required:

- Electricity Generation Licence from the Gas and Electricity Markets Authority under s6 of the Electricity Act 1989 for the generation of electricity;
- Greenhouse Gas Permit from the EA under Greenhouse Gas Emissions Trading Scheme Regulations 2012 for the emissions of carbon dioxide;
- Environmental Permit from the EA under The Environmental Permitting Regulations 2010 for the operation of the power station; for works in, under, over or within the bank of a tidal main river; for discharge of uncontaminated surface water from the construction site if required;
- Water Abstraction Licence from the EA under s24 and s25 of the Water Resources Act 1991 for retention of consent to abstract water for the River Ouse;
- Hazardous Substances Consent from SDC under s4 and s6 of the Planning (Hazardous Substances) Act 1990 and Schedule 1 of the Planning (Hazardous Substances) Regulations 2015 only if Selective Catalytic Reduction (SCR) is deemed a Best Available Techniques (BAT) for controlling emissions from the proposed CCGT;
- Licence under the Control of Major Accident Hazards Regulations 2015 from HSE may be necessary for the storage of certain hazardous substances if SCR is deemed BAT;
- Bilateral Connection Agreement from NGET to connect to the National Grid substation;
- Marine Licence from the MMO under s71 of the Marine and Coastal Access Act 2009 for cooling water connections and gas connections within the tidal section of the River Aire;

- Land Drainage Consent from the Shire Group Internal Drainage Board (IDB) under s23 and s66 of the Land Drainage Act 1991 for crossing or working within minor water courses;
- Permit from CRT for site access and surface water discharge affecting CRT operations;
- Planning and Advanced Reservation of Capacity Agreement from NGG for the reservation of gas from the National Transmission System;
- Application to Offer for Connection to National Transmission System to NGG;
- Crown Estates Consent (TCE) under s135 of the PA2008 for cooling water and gas connection works at the River Aire;
- European Protected Species Licence from NE under the Conservation of Habitats and Species Regulations 2010 required for any components of the proposed development that affect protected species if found;
- Permit to Move and Introduce Fish from the EA under the Introduction of Fish (England and River Esk Catchment Area) Regulations 2015 required for the infilling of the on-site lagoon in connection with the proposed construction laydown area;
- Pipeline Safety Notification to the HSE under the Pipeline Safety Regulations 1996 to inform of a proposed gas connection;
- Gas Safety Case to HSE under the Gas Safety (Management) Regulations 1996, for approval prior to gas being conveyed;
- Notification of Construction Works to the HSE under the Construction (Design and Management) Regulations 1994;
- Construction Noise Consent from SDC under s61 of the Control of Pollution Act 1974 may be required for certain activities during construction of the proposed development;
- Permit for Transport of Abnormal Loads from the Vehicle Certification Agency under the Road Vehicles (Authorisation of Special Types)(General) Order 2003 or the Road Traffic Act 1988;
- Fire Notice from local fire and rescue authority, enforced by the HSE, under the Regulatory Reform (Fire Safety) Order 2005 in respect of work on construction sites; and
- Building Regulations Approval from SDC under the Building Regulations 2000.

1.10 REQUESTS TO BECOME OR WITHDRAW FROM BEING AN INTERESTED PARTY (S102A, S102B AND S102ZA).

- 1.10.1 On 28 September 2017, a request was made by Mr Tams, a local resident to become an IP. I responded on 3 October 2017 [PD-008] that, having regard to the circumstances set out in s102A of the PA2008, I was unable to conclude on such matters without additional information. Mr Tams provided that additional information on 6 October 2017, but I concluded that he did not meet the tests in the PA2008 and so could not be an IP, and I informed him of my decision in a letter dated 9 October 2017 [PD-008a].
- 1.10.2 However, the following day, Mr Tams informed me that he was in fact the chairperson of Hensall Parish Council (HPC), and that any

representations he wished to make would be on its behalf. Subsequently, a further request for Mr Tams to become an IP on behalf of HPC was made on 10 October 2017 [REP1-011]. I re-evaluated the request and under the requirements of s102A of the PA2008, I afforded Mr Tams IP status as its representative. Mr Tams attended the ASI [EV-006] and attended both ISHs and the CAH, taking a particularly active part at the ISH on Environmental Matters [EV-008 - EV-010].

- 1.10.3 NGG/NGET submitted a letter shortly before the close of the Examination [AS-006] stating that they wished to withdraw their RR of 3 August 2017. However, I was not able to determine from this letter whether this constituted a withdrawal as an IP, or simply withdrawing the matters which they raised. To err on the side of caution, I shall continue to treat NGG/NGET as an IP in this Report.

2 MAIN FEATURES OF THE PROPOSAL AND SITE

2.1 THE APPLICATION AS MADE

2.1.1 The Applicant submitted an application for the construction and operation of a combined cycle gas turbine (CCGT) generating station with an electrical output of up to 2500 megawatts (MW) [APP-001 - APP-125]. The Applicant is Eggborough Power Limited. The application is sited on land known as Eggborough Power Station.

2.1.2 The proposed development is described in Schedule 1 "Authorised Development" of the Recommended Development Consent Order (Recommended DCO) attached to this Report at Appendix D; Chapter 4 of the ES [APP-042] and the Works Plans [APP-015]. The works are:

The Proposed CCGT

2.1.3 The Proposed Power Plant (Work No 1) as identified in the ES [APP-042] and the Recommended DCO would comprise an electricity generating station with a gross output capacity of up to 2500 MW located on the main coal stockyard area of the existing coal-fired power station. The proposed CCGT would comprise:

- A plant of up to three CCGT units (Work No 1A), fuelled by natural gas, including turbine hall and heat recovery steam generator buildings, emissions stacks and administration/control buildings;
- A peaking plant and black start plant (Work No 1B) fuelled by natural gas with a combined gross output capacity of up to 299 MW, comprising a peaking plant of up to two open cycle gas turbine units or up to ten reciprocating engines, and a black start plant consisting of one open cycle gas turbine unit or up to three reciprocating gas engines, including turbine buildings, diesel generators and storage tanks for black start start-up prior to gas-firing and emissions stacks;
- CCGT cooling infrastructure (Work No 1C), comprising up to three banks of cooling towers, cooling water pump house buildings and cooling water dosing plant buildings; and ancillary buildings, enclosures, plant, equipment and infrastructure connections and works.

2.1.4 The ES [APP-042] states that the purpose of the proposed peaking plant is intended to be a fast response solution to be fired up at short notice, and respond to power surges to 'top-up' the generating capacity of the generating station during periods of increased need by the National Grid. It is intended to be dormant for much of its time; the ES [APP-046] stating it will operate less than 1500 hours per year.

2.1.5 The purpose of the black start facility is to start the proposed CCGT units without any assistance from the National Grid in the event of a total or partial shut-down of the UK transmission system. This is also

intended to be infrequently used; the ES [APP-046] stating that it would run as a worst-case scenario for less than 50 hours per year.

- 2.1.6 The final design of the structures would be determined at a later date. But key to the final design is whether the power station would operate as a single-shaft or multi-shaft parameter.
- 2.1.7 A single-shaft configuration consists of only one gas turbine, steam turbine, generator and heat recovery steam generator (HRSG) per CCGT unit, with the gas turbine and steam turbine coupled to the same generator.
- 2.1.8 The multi-shaft configuration includes two gas turbines and generators, but steam from both HRSGs is fed to a separate single steam turbine with its own generator. For the CCGT, up to three single shaft trains would be installed.
- 2.1.9 The ES [APP-042] states that the key environmental difference between the two configurations is their visual appearance, as a number of buildings are combined for the multi-shaft arrangement. There would be differing numbers of generators and transformers resulting in a slightly smaller footprint for the multi-shaft configuration.
- 2.1.10 Ancillary plant and equipment is also required within the Proposed Power Plant Site, including air intake filters, transformers, a deaerator and feed water pump buildings, nitrogen oxide emissions control equipment and chemical storage, chemical sampling/ dosing plant, demineralised water treatment plant and storage tanks, and continuous emissions monitoring systems equipment.
- 2.1.11 The stack height for the proposed CCGT, irrespective of the final design, would be 90m tall when measured from the ground level, and 99.9m above ordnance datum (AOD).

Construction Laydown Area and Carbon Capture Readiness

- 2.1.12 The area to the east of the existing coal-fired power station, which currently comprises a hardstanding area and existing coal-fired power station back-up cooling water lagoon, would comprise the proposed construction laydown area during the construction phase, including contractor compounds and facilities (Work No 2A). The infilling of the lagoon would be required.
- 2.1.13 This area would also be set aside for the proposed Carbon Capture Readiness (CCR) Land (Work No. 2B) should such technology become viable in the future. It is proposed that this reserve land is provided on part of the area to be used for temporary construction and laydown.

Electricity Connection

- 2.1.14 Electrical connection works would be required to the existing National Grid Electricity Transmission (NGET) infrastructure, which is positioned

immediately adjacent to the existing coal-fired power station (Work No. 3). This would comprise up to 400 kilovolt (kV) underground electrical cables to and from the existing substation, and works within the substation to include underground and overground electrical cables, connection to busbars and to upgrade or replace existing equipment.

Cooling Water Connections

- 2.1.15 The Proposed Development would require the inspection and replacement of the existing cooling water infrastructure including realignment of the route where it enters the power station site (Work No 4). The works would comprise the supply and discharge pipelines and intake and outfall cooling water connection works, structures within the River Aire, buildings, enclosures, and underground electrical supply cables, transformers and control systems cables.

Borehole and Towns Water Connections

- 2.1.16 The Proposed Development would require connections to the existing borehole and towns water supply connection works, comprising works to the existing groundwater boreholes and pipelines, existing towns water pipelines, replacement and new pipelines, plant, buildings, enclosures and structures, and underground electrical supply cables, transformers and control systems cables (Work No 5).
- 2.1.17 The Applicant confirmed [REP3-010], following my questioning at the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV-010], that the need for borehole water would be for boiler-feed water use, which is of a higher purity than river water and is considerably less likely to cause malfunctioning of the equipment.

Gas Pipeline Connections

- 2.1.18 The Proposed Development would require a gas supply pipeline connection works for the transport of natural gas. This would comprise an underground high pressure steel pipeline of up to 1000 millimetres in diameter and approximately 4.6km in length, including cathodic protection posts, marker posts and underground electrical supply cables, transformers and control systems cables (Work No 6). The connections would be from the proposed CCGT site under the River Aire to the National Grid Gas (NGG) Feeder pipeline located west of Burn Village.

Above-Ground Installation

- 2.1.19 The Proposed Development would require an Above-Ground Installation (AGI) substation west of Burn Village, connecting the gas supply pipeline (Work No 7) to NGG's Feeder pipeline. The works would generate a need for NGG's apparatus and a compound for the Applicant's apparatus.

Landscaping

- 2.1.20 Landscaping works are proposed (Work No 8). These would comprise management and enhancement of the existing mature tree and shrub planting along the northern and eastern sides of Wand Lane, and to the eastern boundary of the existing coal-fired power station site, including that on the embankment around the eastern, southern and western boundaries of the main coal stockyard.

Surface Water Drainage

- 2.1.21 The Proposed Development would require the reinstatement and new works for a surface water drainage connection works to Hensall Dyke located to the south-east of the main coal stockyard, comprising works to install or upgrade drainage pipes and works to Hensall Dyke (Work No 9).

Access and Highways

- 2.1.22 The Proposed Development would require alterations to or replacement of the existing private rail line serving the existing coal-fired power station site, including new rail lines, installation of replacement crossover points and ancillary equipment and vehicular and pedestrian access and facilities associated with the construction of the proposed CCGT (Work No 10).

Associated Development

- 2.1.23 S115 of the Planning Act 2008 (PA2008) states that development consent may be granted for a) development for which development consent is required or b) associated development. The Applicant states in the Explanatory Memorandum [APP-006] that all of Works except Work No 2 (the Proposed Construction Laydown Area) and Work No 10 (the Proposed Rail Works) would fall within s115(a) of the PA2008.
- 2.1.24 The Associated Works for the purposes of s115(b) of the PA2008 comprise Work No 2 (The Proposed Construction Laydown Area) and Work No 10 (The Proposed Rail Works). The Applicant states [APP-006] that the Associated Works for Work No 2 and Work No 10 have been assessed against the document entitled "*DCLG 'Guidance on associated development applications for major infrastructure projects'*" (April 2013) and that such works are clearly capable of being granted development consent by the SoS pursuant to s115 of the PA2008. This is because such works are directly associated with, subordinate to, and proportionate in nature and scale to the NSIP; and is typically part of gas -fired stations and are analogous to types of associated development listed in the Guidance.
- 2.1.25 The application as originally submitted was accompanied by:
- Application forms [APP-001, APP-003 and APP-004];

- The DCO, Explanatory Memorandum and Model Provisions [APP-005 - APP-007];
- Book of Reference [BoR], Statement of Reasons and Funding Statement [APP-008 - APP-011];
- Location Plan [APP-012];
- Land Plans [APP-013];
- Crown Land Plan [APP-014];
- Works Plans [APP-015];
- Access, PROWs, Electrical, Water, Drainage and Gas Connection Plans and AGI [APP-016 - APP-023];
- Deemed Marine Licence Coordinates Plan [APP-025];
- Reports and statements including consultations; connections; planning and design and access statements; combined heat and power and CCR and lighting [APP-026 - APP-034] and [APP-036];
- Indicative Landscape and Biodiversity Strategy [APP-035];
- The Environmental Statement and Appendices [APP-037 - APP-124]; and
- The Application Guide [APP-002]

2.2 THE APPLICATION AT THE CLOSE OF THE EXAMINATION

2.2.1 A number of statements and drawings were updated following the issuances of my written questions (WQs) [PD-007] and further written questions (FWQs) [PD-011], my letter under R17 of the Infrastructure Planning (Examination Procedure) Rules 2010 (EPR) [PD-010], and from discussions between the Applicant and other parties. In examining these changes, I am satisfied that the application was not significantly altered or amended during the Examination.

2.2.2 The changes to documents and drawings were as follows:

- The DCO, updated regularly throughout the Examination; the final version submitted at Deadline (DL) 9 [REP9-003];
- The BoR, updated firstly prior to the opening of the Examination [AS-001] and then at DL 2 [REP2-006] following discussion with the Canal & River Trust (CRT);
- Crown Land Plan, updated at DL 2 [REP2-008] following discussion with CRT;
- Other Consents and Licenses report updated at DL 2 [REP2-010];
- Table 20.3 of Chapter 20 of the ES updated at DL 2 [REP2-019];
- Figure 5.4 (Rev 2.0) of the ES updated at DL 2 [REP2-027];
- Figure 8.1 of the ES updated at DL 2 [REP2-016];
- Figure 16.36 of the ES updated at DL 2 [REP2-028 and REP2-029];
- Framework Construction and Environmental Management Plan (CEMP) Appendix to the ES [APP-099] updated at DL 2 [REP2-020];
- Tables 8.20A, 8.20B, 8.22A and 8.22B (Air Quality) to Appendix 8A of the ES [APP-100] updated at DL 2 [REP2-018 and REP2-023];
- Technical Note on Air Quality submitted as a new document at DL 2 [REP2-017];

- Technical Data on Historic River Aire Temperature submitted as new at DL 2 [REP2-021];
- Drawings 2095-059R3 submitted as new documents at DL 2 [REP2-025];
- Appendix 10H to the ES (HRA Matrices) [APP-111] updated at DL 5 [REP5-006] in response to my R17 request [PD-010];
- Land Plans, firstly updated at DL 2 [REP2-007] following my WQs [PD-007], and then again at DL 6 [REP6-006] at my request following the CAH held on Thursday 23 November 2017 [EV-012];
- Deemed Marine Licence Coordinates Plan updated at DL 7 [REP7-002] as discussed with the MMO;
- Indicative Landscape and Biodiversity Strategy, updated at DL 8 [REP8-006] to include further hedgerow and planting mitigation as discussed with NYCC/SDC; and
- The Application Guide, updated regularly throughout the Examination, final version submitted at DL 9 [REP9-014].

2.3 DESCRIPTION OF THE APPLICATION SITE AND SURROUNDING AREA

- 2.3.1 The application site is land which forms Eggborough Power Station, which is a 2000 MW coal-fired power station located in Eggborough, Goole, North Yorkshire DN14 0BS. The site is approximately 102.5 hectares. The site is bounded by the A19 to the west and the Eggborough Sports and Social Club; Wand Lane to the north; Hensall Dyke and Hazel Old Lane to the East and by open land and the Saint Gobian Glassworks to the south. The surrounding area is generally rural in character surrounded by arable fields punctuated by minor roads and small settlements. It lies entirely within the administrative area of North Yorkshire County Council (NYCC) and Selby District Council (SDC).
- 2.3.2 There are no nationally designated sites within 5km of the application site, and no Special Protection Areas or Ramsar sites within 10km radius. The River Derwent Special Area of Conservation is at 9.5km distance. Four Public Rights of Way (PRoW) partly intersect with the application site, principally with the routes of Works No 4 (Cooling Water infrastructure) and No 6 (Gas Connection infrastructure). Nearby watercourses include the River Aire, and the Ings and Tetherings Drain to the north, and the Hensall Dyke to the east and south east of the application site.
- 2.3.3 The site for the proposed power plant lies within Flood Zone 1. A very small section of the area set aside for Work No 2 (construction laydown area) was identified in the ES as being within Flood Zone 3. However during the Examination, the Environment Agency (EA) [REP2-032] agreed that it should not be considered to be Flood Zone 3 as the submitted topographic survey showed that ground levels are located above the modelled flood levels in this location. The route for Work No 6 (gas pipeline) delineates through Flood Zones 1, 2 and 3. The site for Work No 7 (AGI works) is located within Flood Zone 2.

- 2.3.4 There are no conservation areas within a 5km range of the application site. There are a number of Grade II and Grade II* listed buildings and structures nearby, and a Scheduled Monument in the form of a Roman fort to the north west of the site. The Applicant and NYCC/SDC agree in the signed SoCG [REP9-005] that both the existing coal-fired power station and the Hall Garths Medieval Moated site, which lies to the north close to the banks of the River Aire, are to be considered as non-designated heritage assets. The application site lies entirely within the River Aire Corridor Landscape Character Area.

2.4 RELEVANT PLANNING HISTORY

- 2.4.1 The existing coal-fired power station was granted consent on 18 October 1961 pursuant to section 2 of the Electric Lighting Act 1909 (as amended). Further planning permissions were granted in 1993 for the erection of an air separation plant and for the storage of liquid oxygen and additional plant equipment. In 2001, planning permission was also obtained for the installation of flue gas desulphurisation.
- 2.4.2 The site was further granted planning permission in 2012 for the construction and operation of new biomass handling and storage facilities to enable the expanded use of co-firing with biomass. The Applicant states that this proposal is not being pursued or implemented on viability grounds.

3 LEGAL AND POLICY CONTEXT

3.1 INTRODUCTION

- 3.1.1 This chapter sets out the relevant legal and policy context for the application which was taken into account and applied by the Examining Authority (ExA) in carrying out its examination and in making its findings and recommendations to the Secretary of State (SoS).
- 3.1.2 Chapter 7 of the Environmental Statement (ES) [APP-045] and the Applicant's Planning Statement [APP-030] set out the policy position in relation to the Proposed Development. The document includes an assessment of the project against the policy requirements of National Policy Statements (NPSs) EN-1, EN-3, EN-4 and EN-5. Individual chapters of the ES provide specific background relating to particular topics particularly, and if relevant, on international obligations.
- 3.1.3 The Local Impact Report (LIR) [REP2-039] of North Yorkshire County Council (NYCC) and Selby District Council (SDC) sets out the local authorities' position on applicable development plan policies and other local strategies.

3.2 PLANNING ACT 2008

- 3.2.1 As set out in the previous chapter of this Report, the application is for a combined cycle gas turbine (CCGT) generating station with an electrical output of up to 2500 Megawatts (MW). The application is a Nationally Significant Infrastructure Project (NSIP) as defined by s14(1)(a) and s15(2) of the Planning Act 2008 (PA2008) as it includes the construction or extension of a generating station with a gross electrical output in excess of 50MW.
- 3.2.2 S104 of PA2008 applies because the proposed development is "*in relation to an application for an order granting development consent [where] a national policy statement (NPS) has effect in relation to development of the description to which the application relates*".
- 3.2.3 S104(3) requires the SoS to decide the application in accordance with any relevant national policy statements that have effect in relation to this application, subject to certain exceptions as specified in subsections 104(4) to (8). Details of the specific NPSs that apply to this project are set out below.
- 3.2.4 S104(2) of PA2008 sets out the matters to which the SoS must have regard in deciding an application submitted in accordance with PA2008. In summary, these are any relevant NPS, any LIR, any matters prescribed in relation to the development, and any other matters the SoS thinks are both important and relevant to the decision.

- 3.2.5 This Report sets out my findings, conclusions and recommendations taking these matters fully into account and applying the approach set out in s104 of PA2008.

3.3 NATIONAL POLICY STATEMENTS

- 3.3.1 NPSs set out Government policy on different types of national infrastructure development. I consider that the NPSs relevant to this case are:

- EN-1: Overarching NPS for Energy;
- EN-2: Fossil Fuel and Electricity Generating Infrastructure;
- EN-4: Gas supply infrastructure and gas and oil pipelines; and
- EN-5: Electricity networks infrastructure

- 3.3.2 The NPSs were designated by the SoS for Energy and Climate Change on 19 July 2011. Responsibility for energy now rests with the Department for Business, Energy and Industrial Strategy (BEIS).

- 3.3.3 The NPSs form the primary policy context for this Examination. This report sets out my findings, conclusions and recommendations taking these matters fully into account and applying the approach set out in s104 of PA2008. The purpose and broad content of these NPSs is summarised here. However, particular and subject specific consideration of policy arising from them is provided where necessary in the remainder of this report below, particularly in Chapter 4.

EN-1: Overarching National Policy Statement for Energy

- 3.3.4 NPS EN-1 sets out the Government's policy for delivery of major energy infrastructure projects. Paragraph 3.1.1 of EN-1 states that *"the UK needs all the types of energy infrastructure covered by the NPS's in order to achieve energy security at the same time as dramatically reducing greenhouse gas emissions"*. Paragraph 3.1.2 of EN1 states that *"applications for development consent should be assessed 'on the basis that the Government has demonstrated that there is a need for those types of infrastructure"*. Paragraph 3.1.4 states that *"the SoS should give substantial weight to the contribution which projects would make towards satisfying this need when considering applications for development consent under the PA2008"*.
- 3.3.5 EN-1 sets out general principles and generic impacts to be taken into account in considering applications for energy NSIPs. Generic impacts of particular relevance to this application include impacts on air quality and emissions, biodiversity, historic environment, landscape and visual, traffic and transport, environmental, social and economic benefits and adverse impacts at national, regional and local levels.
- 3.3.6 The NPS requires account to be taken of the potential benefits of the proposed development to meeting the need for energy infrastructure, job creation and any long-term or wider benefits; and the potential adverse impacts, including any long-term and cumulative adverse

impacts, as well as measures to avoid, reduce or compensate for any adverse impacts.

- 3.3.7 Paragraph 4.1.2 of EN-1 states that the SoS should start with a presumption in favour of granting consent to applications for energy NSIPs, and that the presumption applies unless any more specific and relevant policies set out in the relevant NPSs clearly indicate that consent should be refused.

EN-2: Fossil Fuel and Electricity Generating Infrastructure

- 3.3.8 NPS EN-2 sets out the factors which influence the development of sites for fossil fuel power stations and the criteria which Government requires to be met by them. These include explanations of the Government's approach to subject matters raised by this application, including the selection of gas combustion technology, Combined Heat and Power (CHP), Carbon Capture Readiness (CCR), climate change adaptation and consideration of good design. In terms of the impacts of gas generating stations, EN-2 re-iterates the policy in EN-1 and adds the need to consider impacts of air emissions, landscape and visual, noise and vibration and water quality and resources.

EN-4: Gas supply infrastructure and gas and oil pipelines

- 3.3.9 NPS EN-4 sets out matters that bear on the consenting of the gas connection alignment for the proposed development, rather than the proposed development itself. The proposed development will require a gas supply and a connection to gas transmission infrastructure. The Recommended DCO contains powers that relate to the compulsory acquisition (CA) and temporary possession (TP) of land required for the gas connection. As confirmed by National Grid Gas [AS-006], consent through a private agreement has been reached and signed between with the Applicant.

EN-5: Electricity networks infrastructure

- 3.3.10 NPS EN-5 sets out matters that bear on the consenting of electricity network infrastructure, which can include above ground electricity lines that form part of the distribution system, with a nominal voltage expected to be 132 Kilovolts (KV) or above. The Proposed Development would require to be connected to the grid to export electricity, and would require some modification of the existing substation. As confirmed by National Grid Electricity Transmission [AS-006], consent through a private agreement has been reached and signed with the Applicant.

3.4 MARINE AND COASTAL ACCESS ACT 2009

- 3.4.1 The Marine and Coastal Access Act 2009 introduced the production of marine plans and designation of Marine Conservation Zones (MCZ) in the United Kingdom (UK) waters as well as establishing the Marine Management Organisation (MMO).

- 3.4.2 The UK Marine Policy Statement (MPS) was prepared and adopted for the purposes of s44 of the MCA and was published on 18 March 2011 by all the UK administrations as part of a new system of marine planning being introduced across UK seas. Under the MCA the SoS for Environment, Food and Rural Affairs designated, on 21 November 2013, 27 MCZs around the English coast to form part of a network of Marine Protected Areas (MPA). Further designations are proposed.
- 3.4.3 The MPS is the framework for preparing Marine Plans and taking decisions affecting the marine environment. It contributes to the achievement of sustainable development in the UK marine area. The UK marine area includes the territorial seas and offshore area adjacent to the UK, which includes the area of sea designated as the UK Exclusive Economic Zone (the Renewable Energy Zone until the Exclusive Economic Zone comes into force) and the UK sector of the continental shelf. It includes any area submerged by seawater at mean high water spring tide, as well as the tidal extent (at mean high water spring tide) of rivers, estuaries and creeks.
- 3.4.4 The MPS is the framework for marine planning systems within the UK. It provides the high level policy context, within which national and sub-national Marine Plans will be developed, implemented, monitored, amended and will ensure appropriate consistency in marine planning across the UK marine area. The MPS also sets the direction for marine licensing and other relevant authorisation systems.
- 3.4.5 Part of the Order Limits lie within the East Inshore Marine Plans area. The East Inshore Marine Plans was published in April 2014. Paragraph 19 confirms the area of coverage, which includes the tidal section of the River Aire. The proposed development requires works within the tidal section of the River Aire to construct Work No 6 (gas pipeline) and to inspect and if required construct discharge pipelines in connection with Work No 4 (cooling water) including the temporary installation of cofferdams.
- 3.4.6 Chapter 2 of the MPS outlines the vision for the UK marine area, and Chapter 3 sets out the policy objectives. Section 3.3 is pertinent because it deals specifically with energy production and infrastructure development. Paragraph 3.3.6 of the MPS states that the construction, operation and demolition of power stations may have impacts on the local marine environment and from abstraction and discharge of cooling water.
- 3.4.7 The signed SoCG between the Applicant and the MMO [REP8-007] agrees the policy context to which the application should be assessed against in this regard, and concludes that the proposed development would have no significant impact on the marine area.

3.5 EUROPEAN REQUIREMENTS AND RELATED UK REGULATIONS

Council Directive 2011/92/EU on the assessment of the effects of certain public and private projects on the environment (the

EIA Directive)

- 3.5.1 The EIA Directive defines the procedure by which information about the environmental effects of a project is collected and taken into account by the relevant decision-making body before consent is granted for a development. It applies to a wide range of public and private projects, which are defined in Annexes I and II.
- 3.5.2 The proposed development falls to be considered under the UK legislation related to 2011/92/EU: the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 (as amended) as discussed further below.

Infrastructure Planning (Environmental Impact Assessment) Regulations 2017

- 3.5.3 The current EIA legislation for NSIP cases is the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 (the 2017 EIA Regulations). They revoke the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 (the 2009 EIA Regulations) subject to transitional provisions in Regulation 37 of the 2017 EIA Regulations. The Applicant maintained that the transitional provisions applied to the application and hence had complied with the relevant provisions of the 2009 EIA Regulations in the pre-application period [APP-039].
- 3.5.4 The 2017 EIA Regulations came into force on 16 May 2017, thus two weeks before the application was made. Nevertheless, Regulation 37(2)(a)(ii) of the 2017 EIA Regulations states that the 2009 EIA Regulations will continue to apply to any application for an order granting development consent or subsequent consent where before the commencement of the 2017 Regulations, the Applicant had requested the SoS to adopt a scoping opinion defined by the 2009 EIA Regulations.
- 3.5.5 The Applicant requested a scoping opinion from the SoS on 17 August 2016, and that opinion was adopted by the Planning Inspectorate (the Inspectorate) on behalf of the SoS on 28 September 2016. I am thus satisfied that for this Application, the provisions in Regulation 37(2)(a)(ii) of the 2017 EIA Regulations apply, and accordingly should be considered against the 2009 EIA Regulations.

Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 (as amended)

- 3.5.6 The 2009 EIA Regulations establish the minimum information to be supplied by the Applicant within an ES, as well as information that an ExA can request as being reasonably justified given the circumstances of the case. Part 2 of Schedule 4 represents the minimum requirements for an ES under the EIA Regulations and this is reinforced by Regulation 3(2), which sets out the core duty of the decision-maker in making a decision on EIA Development. Regulation 3(2) of the EIA Regulations states:

"...the decision-maker must not make an order granting development consent unless it has first taken the environmental information into consideration, and it must state in its decision that it has done so."

- 3.5.7 The proposed development is EIA development under Schedule 2 of the 2009 EIA Regulations. The Applicant has provided an ES [APP-037 to APP-124] as part of the submitted application.
- 3.5.8 In reaching my conclusions and recommendation I have taken the environmental information as defined in Regulation 3(2) (including the ES and all other information on the environmental effects of the development) into consideration.

Council Directive 2008/50/EC on ambient air quality and cleaner air for Europe (the Air Quality Directive)

- 3.5.9 The Air Quality Directive came into force on 11 June 2008. The Directive consolidates four directives and one Council decision into a single directive on air quality. Under the Air Quality Directive, Member States are required to assess ambient air quality with respect to sulphur dioxide, nitrogen dioxide and nitrogen monoxide, particulate matter (PM10 and PM2.5), lead, benzene and carbon monoxide. The Directive set limiting values for compliance and establishes control actions where these are exceeded. It is transposed into UK statute through regulations made under the Environment Act 1995 (EA1995).
- 3.5.10 Part IV of EA1995 requires all local authorities in the UK to review and assess air quality in their area. If any standards are being exceeded or are unlikely to be met by the required date, then that area should be designated an Air Quality Management Area and the local authority must draw up and implement an Air Quality Action Plan aimed at reducing levels of the pollutant.

Environmental Permitting Regulations (England and Wales) Regulations 2016 (as amended)

- 3.5.11 The Environmental Permitting (England and Wales) Regulations 2016 (as amended) (EP Regulations) apply to all new installations and transpose the requirements of the EU Industrial Emissions Directive (IED) (European Commission, 2010) into UK legislation. As the Proposed Development falls within s1 Combustion Activity under the EP Regulations, an environmental permit (EP) would be required before the Proposed Development commences operation.
- 3.5.12 Under the IED and Environmental Permitting Regulations, the operator of an installation covered by the IED is required to employ Best Available Techniques (BAT) for the prevention or minimisation of emissions to the environment, to ensure a high level of protection of the environment as a whole. Generating stations exceeding 50 MW thermal input such as the Proposed Development are covered by the IED and EPR.

Industrial Emissions Directive (IED)

- 3.5.13 The IED provides operational limits and controls to which plant must comply, including Emission Limit Values (ELVs) for pollutant releases to air. The operational generating station at the Proposed Development will fall under the Large Combustion Plant (LCP) requirements (Chapter III) of the IED, since it will be greater than 50 MW in capacity. In addition, European BAT reference documents (BRefs) are published for each industrial sector regulated under the IED, and they include BAT-Achievable Emission Values which are expected to be met through the application of BAT. These values may be the same as those published in the IED, or they may be more stringent. The current version of the LCP BRef has been in publication since July 2006.
- 3.5.14 I consider the application against the EU directive and subsequent legislation on air quality matters in the relevant sections in Chapter 4 of this Report.

Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora (the Habitats Directive)

- 3.5.15 The Habitats Directive (together with Council Directive 2009/147/EC on the conservation of wild birds ('the Birds Directive')) forms the cornerstone of Europe's nature conservation policy. It is built around two pillars: the Natura 2000 network of protected sites and the strict system of species protection. The Directive protects over 1,000 animals and plant species and over 200 habitat types (for example: special types of forests; meadows; wetlands; etc.) which are of European importance. It requires designation of such areas as Special Areas of Conservation (SACs).
- 3.5.16 The Habitats and Birds Directives are transposed into UK law through the Conservation of Habitats and Species Regulations 2017 in respect of the terrestrial environment and territorial waters out to 12 nautical miles; and through The Conservation of Offshore Marine Habitats and Species Regulations 2017 for UK offshore waters.
- 3.5.17 The relevance of this Directive to this application is set out directly in Chapter 5 (HRA) of this report, but it is considered elsewhere as required.

Council Directive 2009/147/EC on the conservation of wild birds (the Birds Directive)

- 3.5.18 The Birds Directive is a comprehensive scheme of protection for all wild bird species naturally occurring in the European Union (EU). The directive recognises that habitat loss and degradation are the most serious threats to the conservation of wild birds. It therefore places great emphasis on the protection of habitats for endangered as well as migratory species. It requires classification of areas as Special Protection Areas (SPAs) comprising all the most suitable territories for

these species. Since 1994 all SPAs form an integral part of the Natura 2000 ecological network.

- 3.5.19 The Birds Directive bans activities that directly threaten birds, such as the deliberate killing or capture of birds, the destruction of their nests and taking of their eggs, and associated activities such as trading in live or dead birds. It requires Member States to take the requisite measures to maintain the population of species of wild birds at a level which corresponds, in particular, to ecological, scientific, and cultural requirements while taking account of economic and recreational requirements.
- 3.5.20 The relevance of this Directive to this application is set out directly in Chapter 5 (HRA) of this report, but it is considered elsewhere as required.

**The Conservation of Habitats and Species Regulations 2017
(the Habitats Regulations)**

- 3.5.21 The Habitats Regulations provide domestic force to the Habitats Directive and the Wild Birds Directive and provide the cornerstone on which the practice of Habitats Regulations Assessment (HRA) is undertaken in England and Wales. Their relevance to this application is set out directly in Chapter 5 (HRA) of this report, but they are considered elsewhere as required. The Habitats Regulations came in to force during the Examination and revoked the Conservation of Habitats and Species Regulations 2010.
- 3.5.22 The types of European site relevant to this process are as follows:
- Special Areas of Conservation (SACs) designated pursuant to the Habitats Directive;
 - Special Protection Areas (SPAs) designated pursuant to the Birds Directive; and
 - Ramsar Sites designated under the Ramsar Convention on Wetlands of International Importance

**Council Directive 2000/60/EC (as amended) A framework for
Community action in the field of water policy (the Water
Framework Directive)**

- 3.5.23 The Water Framework Directive (WFD) establishes a framework for water policy, managing the quality of receiving waters. The directive is concerned with water management. Amongst other objectives, it requires EU Member States to prevent the deterioration of surface water bodies, groundwater bodies and their ecosystems and improve the quality of surface and groundwater bodies by progressively reducing pollution and by restoration.
- 3.5.24 In implementing the directive, NPS EN-1 states at paragraph 5.15.3 that an ES should describe existing physical characteristics of the water environment (including quantity and dynamics of flow) affected by the proposed project and any impact of physical modifications to

these characteristics; and any impacts of the proposed project on water bodies or protected areas under the Water Framework Directive.

- 3.5.25 The WFD is transposed into law in England and Wales by The Water Environment (Water Framework Directive) (England and Wales) Regulations 2017.
- 3.5.26 The Environment Agency (EA) in their Written Representation [REP2-032] confirms that the Application identifies no deterioration of the waterbody status through construction, and operational impacts will be determined through the environmental permit. Thus the Water Framework Directive is complied with.

Council Directive 2009 / 31 / EC Geological Storage of Carbon Dioxide

- 3.5.27 Article 33 of the Directive requires an amendment to Directive 2001/80/EC (commonly known as the Large Combustion Plants Directive) such that developers of all combustion plants with an electrical capacity of 300 MW or more (and for which the construction / operating license was granted after the date of the Directive) are required to carry out a study, known as the CCR feasibility study, to assess:
- Whether suitable storage sites for carbon dioxide (CO₂) are available;
 - Whether transport facilities to transport CO₂ are technically and economically feasible; and
 - Whether it is technically and economically feasible to retrofit for the capture of CO₂ emitted from the power station.
- 3.5.28 Article 36 of the IED (which also originates from Article 33 of Directive 2009/31/EC on the Geological Storage of Carbon Dioxide) also requires new large combustion plant to be CCR.

The Carbon Capture Readiness (Electricity Generating Stations) Regulations 2013

- 3.5.29 The Carbon Capture Readiness (CCR) (Electricity Generating Stations) Regulations 2013 (the CCR Regulations) came into force on 25 November 2013. These regulations transpose Article 36 of the IED into UK law.
- 3.5.30 The CCR Regulations provide that no order for development consent (in England and Wales) may be made in relation to a combustion plant with a capacity at or over 300 MW unless the relevant authority has determined (on the basis of an assessment carried out by the applicant) whether it is technically and economically feasible to retrofit the equipment necessary to capture the carbon dioxide that would otherwise be emitted from the plant, and to transport and store such carbon dioxide from the site.

- 3.5.31 The EA in its WR [REP2-032] identifies no foreseeable barrier to the provision of CCR at the application site.

3.6 OTHER LEGAL AND POLICY PROVISIONS

United Nations Environment Programme Convention on Biological Diversity 1992

- 3.6.1 As required by Regulation 7 of the Infrastructure Planning (Decisions) Regulations 2010, I have had regard to this Convention in its consideration of the likely impacts of the proposed development and appropriate objectives and mechanisms for mitigation and compensation. In particular, I find that compliance with UK provisions on environmental impact assessment and transboundary matters with regard to impacts on biodiversity referred to in this Chapter, satisfies the requirements of the Convention.
- 3.6.2 The UK Government ratified the Convention in June 1994. Responsibility for the UK contribution to the Convention lies with the Department for Environment, Food and Rural Affairs (DEFRA) which promotes the integration of biodiversity into policies, projects and programmes within Government and beyond.

The Wildlife and Countryside Act 1981 (as amended)

- 3.6.3 The Wildlife and Countryside Act 1981 (as amended) is the primary legislation which protects animals, plants, and certain habitats in the UK. The Act provides for the notification and confirmation of Sites of Special Scientific Interest (SSSIs). These sites are identified for their flora, fauna, geological or physiographical features by the statutory nature conservation bodies (SNCBs) in the UK. The SNCB for England is Natural England (NE).
- 3.6.4 The Act provides for and protects wildlife; nature conservation, countryside protection and National Parks; and Public Rights of Way (PRoWs).
- If a species protected under the Act is likely to be affected by development, a protected species licence will be required from NE.
 - Sites protected under the Act (including (SSSIs) must also be considered.
 - The effects of development on the PRoW network are also relevant.

National Parks and Access to the Countryside Act 1949 (as amended)

- 3.6.5 The National Parks and Access to the Countryside Act 1949 (as amended) provides the framework for the establishment of National Parks and Areas of Outstanding Natural Beauty (AONBs). It also establishes powers to declare National Nature Reserves (NNRs) and for local authorities to establish Local Nature Reserves (LNRs).

- 3.6.6 National Parks and AONBs have statutory protection in order to conserve and enhance their natural beauty including landform, geology, plants, animals, landscape features and the rich pattern of human settlement over the ages.

The Countryside and Rights of Way Act 2000

- 3.6.7 The Countryside and Rights of Way Act brought in new measures to further protect AONBs, with new duties for the boards set up to look after AONBs. These included meeting the demands of recreation, without compromising the original reasons for designation and safeguarding rural industries and local communities.
- 3.6.8 The role of local authorities was clarified, to include the preparation of management plans to set out how they will manage the AONB asset. There was also a new duty for all public bodies to have regard to the purposes of AONBs. The Act also brought in improved provisions for the protection and management of SSSIs.

Natural Environment and Rural Communities Act 2006

- 3.6.9 The Natural Environment and Rural Communities Act made provision for bodies concerned with the natural environment and rural communities, in connection with wildlife sites, SSSIs, National Parks and the Broads. It includes a duty that every public body must, in exercising its functions, have regard so far as is consistent with the proper exercising of those functions, to the purpose of biodiversity. In complying with this, regard must be given to the United Nations Environment Programme Convention on Biological Diversity 1992.

The Planning (Listed Buildings and Conservation Areas) Act 1990

- 3.6.10 The Planning (Listed Buildings and Conservation Areas) Act (LBCA Act) sets out the principal statutory provisions that must be considered in the determination of any application affecting listed buildings and conservation areas.
- 3.6.11 S66 of the LBCA Act states that in considering whether to grant planning permission for development which affects a listed building or its setting, the local planning authority or, as the case may be, the Secretary of State shall have special regard to the desirability of preserving the building or its setting or any features of special architectural or historic interest which it possesses. By virtue of s1(5) of the Act a listed building includes any object or structure within its curtilage.
- 3.6.12 S72 of the LBCA Act establishes a general duty on a local planning authority or the SoS with respect to any buildings or other land in a conservation area to pay special attention to the desirability of preserving or enhancing the character or appearance of a conservation area.

- 3.6.13 As set out in Chapter 2 above, a number of heritage assets are within proximity to the application site.

Ancient Monuments and Archaeological Areas Act 1979

- 3.6.14 The Ancient Monuments and Archaeological Areas Act imposes a requirement for Scheduled Monument Consent for any works of demolition, repair, and alteration that might affect a designated Scheduled Monument. For non-designated archaeological assets, protection is afforded through the development management process as established both by the Town and Country Planning Act 1990 (TCPA1990) and the National Planning Policy Framework (the Framework).

Environmental Protection Act 1990

- 3.6.15 S79(1) of the Environmental Protection Act 1990 identifies a number of matters which are considered to be statutory nuisance. This is discussed further in the relevant section in Chapter 4 of this Report.

Control of Pollution Act 1974

- 3.6.16 Sections 60 and 61 of the Control of Pollution Act 1974 (CoPA) provide the main legislation regarding demolition and construction site noise and vibration. If noise complaints are received, a s60 notice may be issued by the local planning authority with instructions to cease work until specific conditions to reduce noise have been adopted. S61 of the CoPA provides a means for applying for prior consent to carry out noise generating activities during construction. Once prior consent has been agreed under s61, a s60 notice cannot be served provided the agreed conditions are maintained on-site. The legislation requires Best Practicable Means be adopted for construction noise on any given site.

Noise Policy Statement for England

- 3.6.17 The Noise Policy Statement for England (NPSE) seeks to clarify the underlying principles and aims in existing policy documents, legislation and guidance that relate to noise. The NPSE applies to all forms of noise, including environmental noise, neighbour noise and neighbourhood noise. The statement sets out the long term vision of the government's noise policy, which is to *"promote good health and a good quality of life through the effective management of noise within the context of policy on sustainable development"*.
- 3.6.18 The Explanatory Note within the NPSE provides further guidance on defining 'significant adverse effects' and 'adverse effects', one such concept identifies "Lowest Observable Adverse Effect Level (LOAEL)", which is defined as the level above which adverse effects on health and quality of life can be detected. Other concepts identified are: Significant Observed Adverse Effect Level (SOAEL), which is the level above which significant adverse effects on health and quality of life occur, and No Observed Effect Level (NOEL), which is the level below

which no effect can be detected. Below this level no detectable effect on health and quality of life due to noise can be established.

- 3.6.19 When assessing the effects of the Proposed Development on noise matters, the aims of the development should firstly avoid noise levels above the SOAEL; and to take all reasonable steps to mitigate and minimise noise effects where development noise levels are between LOAEL and SOAEL.

Water Resources Act 1991, Flood and Water Management Act 2010, Water Act 2003 and 2014, Land Drainage Act 1991

- 3.6.20 The above Acts sets out the relevant regulatory controls that provide protection to waterbodies and water resources from abstraction pressures; discharge and pollution; and for drainage management related to non-main rivers. I consider the application against such matters in the relevant sections in Chapter 4 of this Report.

3.7 MADE DEVELOPMENT CONSENT ORDERS

- 3.7.1 In responses made by the Applicant to WQs [PD-007] and FWQs [PD-011]; to the ISH on the draft DCO [EV-011], and to my draft DCO [PD-013], the Applicant has made reference to the following DCOs to support their position:

- Ferrybridge Multifuel 2 Power Station Order 2015;
- Triton Knoll Electrical System Order 2016;
- Hornsea Two Offshore Wind Farm Order 2016;
- North London Heat and Power Generating Station Order 2017;
- Keuper Underground Gas Storage Facility Order 2017; and
- M20 Junction 10a Development Consent Order 2017

- 3.7.2 In my WQs [PD-007] and FWQs [PD-011]; and at the ISH on the draft development consent order (DCO) held on Thursday 23 November 2017 [EV-011], I referred to the Wrexham Gas Fired Generating Order 2017 (S.I. 2017 No.766) to support my questions for recommended changes to the DCO. I comment on these further in Chapter 8 of this report.

3.8 TRANSBOUNDARY EFFECTS

- 3.8.1 Under Regulation 24 of the 2009 EIA Regulations and on the basis of the information available from the Applicant, the SoS is not of the view that the proposed development would likely to have significant effects on the environment in another European Economic Area (EEA) State.
- 3.8.2 In reaching this view the SoS has applied the precautionary approach (as explained in the Planning Inspectorate Advice Note 12 Transboundary Impacts Consultation). Transboundary issues consultation under Regulation 24 of the 2009 EIA Regulations was therefore not considered necessary. I agree with this conclusion.

3.9 OTHER RELEVANT POLICY STATEMENTS

3.9.1 I have taken other relevant Government policy into account, including:

- The Energy White Paper: Meeting the Challenge (May 2007);
- UK Low Carbon Transition Plan (2009);
- National Strategy for Climate and Energy (July 2009);
- UK Renewable Energy Strategy (July 2009); and
- The National Infrastructure Plan (updated 2016).

3.10 LOCAL IMPACT REPORT

3.10.1 Sections 104 and 105 of the PA2008 state that in deciding the application the Secretary of State must have regard to any LIR within the meaning of s60(3).

3.10.2 There is a requirement under s60(2) of PA2008 to give notice in writing to each local authority falling under s56A inviting them to submit LIRs. This notice was given in my Rule 8 [PD-006].

3.10.3 A joint LIR was submitted by NYCC and SDC at Deadline 2 [REP2-039]. The LIR is structured in that it gives consideration to the various chapters of the Applicant's ES in relation to the council's policies. For example issues such as transport, noise, air quality, ecology, landscape and visual impact are considered.

3.11 THE DEVELOPMENT PLAN

3.11.1 The LIR [REP2-039] identifies that, for the purposes of s38(6) of the Planning and Compulsory Purchase Act 2004, the development plan for the area of the application site comprises the Selby District Core Strategy Local Plan 2013 (the Core Strategy), and the saved policies of the Selby District Local Plan 2005 (the Local Plan). The saved policies of the North Yorkshire Minerals Local Plan 1997 (the Minerals Plan) and North Yorkshire Waste Local Plan 2006 (the Waste Plan) also apply.

3.11.2 The development plan policies cited by NYCC and SDC in their LIR [REP2-039] as being relevant to the proposed development are as follows:

- Core Strategy policy SP1: Presumption in favour of sustainable development;
- Core Strategy policy SP2C: Spatial Development Strategy;
- Core Strategy policy SP13: Scale and Distribution of Economic Growth;
- Core Strategy policy SP15B: Sustainable Development and Climate Change
- Core Strategy policy SP17C: Low Carbon and Renewable Energy;
- Core Strategy policy SP18: Protecting and Enhancing the Environment
- Core Strategy policy SP19: Design Quality;
- Local Plan policy ENV 1: Control of Development;

- Local Plan policy ENV 2: Environmental Pollution and Contaminated Land;
- Local Plan policy ENV 22: Protection of Listed Buildings;
- Local Plan policy ENV 25: Control of Development in Conservation Areas;
- Local Plan policy ENV 27: Scheduled Monuments and Important Archaeological Sites;
- Local Plan policy ENV 28: Other Archaeological Remains;
- Local Plan policy EMP 10 Additional Industrial Development at Drax and Eggborough Power Stations;
- Local Plan policy T1: Development in Relation to the Highway Network;
- Local Plan policy T2: Access to Roads;
- Local Plan policy T8: Public Rights of Way; and
- Waste Plan policy 5/1: Waste Strategy for Major Development.

3.11.3 I have considered whether the Proposed Development gives rise to important and relevant impacts arising in neighbouring local government areas. However, having taken into account the absence of LIRs from any neighbouring authorities and my own inspections of the setting of the application site, I have concluded that it is not necessary to consider policies from any neighbouring authority development plans.

3.11.4 As stated in paragraph 4.1.5 of NPS EN-1, if there is any conflict between the above documents and a NPS then the NPS takes precedence because of the national significance of the infrastructure. The Statement of Common Ground signed between the Applicant and NYCC/SDC [REP9-005] agrees that there would be no conflict with the development plan.

3.12 THE NATIONAL PLANNING POLICY FRAMEWORK

3.12.1 The Framework is an important and relevant consideration. Paragraph 215 of the Framework states that due weight should be given to relevant policies in existing plans according to their degree of consistency with the Framework; the closer the policies in the plan to the policies in the Framework, the greater the weight that may be given. Paragraph 6 identifies the Framework as the Government's approach to sustainable development; paragraph 7 identifies economic, social and environmental roles which make up the dimensions of sustainable development.

3.12.2 At the time of writing, the Government is currently out to consultation on a replacement Framework, which is anticipated to be published sometime in the summer 2018. I observed no significant dissimilarities in the approach taken to sustainable development, or to nationally significant infrastructure projects between the Framework and its consultation draft. However, it is a matter for the SoS to satisfy themselves if a revised Framework is in place before the decision on the DCO.

3.13 THE SECRETARY OF STATE'S POWERS TO MAKE A DCO

- 3.13.1 I have remained aware throughout the Examination of the need to consider whether changes to the application meant that the application had changed to the point where it was a different application and whether the SoS would have power therefore under s114 of PA2008 to make a DCO having regard to the development consent applied for.
- 3.13.2 The document entitled "'Planning Act 2008: Guidance for the examination of applications for development consent'" (March 2015), provides guidance at paragraphs 109 to 115 in relation to changing an application post acceptance. The view expressed by the Government during the passage of the Localism Act was that s114(1) places the responsibility for making a DCO on the decision-maker, and does not limit the terms in which it can be made.
- 3.13.3 Having considered this context throughout the Examination, I am content that the changes to the application, primarily consisting of technical revisions to the DCO as applied for, and further evidence of justification in respect to the Applicant's position in respect to the effect of the proposed development on protected sites in the event of the use of selective catalytic reduction techniques, have not resulted in any significant change to that which was applied for.
- 3.13.4 I am therefore of the view that the SoS has the power to make the DCO on the submitted Application with the updates and amendments, and subject to their satisfaction of assessment on the matters contained in the remainder of this Report.

4 FINDINGS AND CONCLUSIONS IN RELATION TO POLICY AND FACTUAL ISSUES

4.1 INTRODUCTION

- 4.1.1 In this chapter, I will set out the principal issues and other matters I have identified with this application. Under each issue, I shall summarise the effect of the proposed development on that particular issue and any mitigation measures proposed. I shall comment on matters raised in Relevant Representations (RR), Written Representations (WR), Statements of Common Ground (SoCG) and Local Impact Reports (LIR) on the matters at hand. I shall, where relevant, report the Applicant's response to those comments and draw my conclusions.

4.2 SOURCES OF INFORMATION

- 4.2.1 Nineteen RRs were made [RR-001 to RR-019] and have been considered. RRs were made by statutory and non-statutory authorities, utility providers, North Yorkshire County Council and Selby District Council (NYCC/SDC) and Hensall Parish Council (HPC), and local residents.
- 4.2.2 Participants in the Examination have been provided with the opportunity to make WRs and to comment on RRs at Deadline (DL) 2, and to make comments on WRs at DL 3. Participants were also invited to respond in writing to my Written Questions (WQs) [PD-007] at DL 2 and Further Written Questions (FWQs) [PD-011] at DL 5 regardless of whether the question was directed to them or not, and to provide a written response to matters discussed at the hearings at DL 4.
- 4.2.3 SoCGs have been provided throughout the Examination period. A list of those signed is set out in paragraph 1.8 of Chapter 1 of this Report, and referred to in my assessment of the principal issues below.
- 4.2.4 The matters raised in RRs, WRs and responses to my questions, in SoCGs and to matters arising at hearings have been responded to in my framework of issues set out in section 4.3 below and are taken into account in the remainder of this Report to the extent that they are important and relevant.

The Local Impact Report

- 4.2.5 NYCC/SDC produced a joint LIR [REP2-039] which was submitted at DL 2. S104 of the Planning Act 2008 (PA2008) requires the Secretary of State (SoS) to consider the contents of an LIR when making a decision on this application.
- 4.2.6 The LIR provided information on the following matters:
- Description of the Area;
 - Relevant National and Local Policies;

- An Assessment of the following:
- The Principle of the Proposed Development;
- Air Quality and Emissions;
- Landscape, Biodiversity and Green Infrastructure;
- Cultural Heritage;
- Highways and Transportation;
- Noise and Vibration;
- Socio-Economic; Minerals and Waste;
- Hydrology and Flood Risk;
- Public Rights of Way;
- Enabling Works; and
- Adequacy of the draft development consent order (DCO).

Conformity with the Development Plan

- 4.2.7 As recorded in Chapter 3 above, the LIR identified that the development plan in force for the area comprises the SDC Core Strategy Local Plan 2013 (Core Strategy), and Selby District Local Plan (with saved policies) 2005. Also in force is the saved policies of the North Yorkshire Minerals Local Plan 1997 (the Minerals Plan) and North Yorkshire Waste Local Plan 2006 (the Waste Plan).
- 4.2.8 No important and relevant issues were raised in the LIR that gave rise to in-principle breaches of relevant National Policy Statements (NPS) policy or to objections to the proposed development. Advice was provided on the matters to be addressed in requirements and this is taken fully into account in the remainder of this Report. The LIR also did not identify harm against or conflict with the development plan. The Applicant was the only commentator on the LIR.
- 4.2.9 The Applicant and NYCC/SDC signed a SoCG which was submitted at DL 9 [REP9-005] agreeing that all matters in respect to the effects of the Proposed Development, and that adequate mitigation would secure conformity with development plan. No matters of disagreement exist between them.

Legislative and Policy Framework

- 4.2.10 The legislative and policy framework applicable within this Chapter is summarised at a high level in Chapter 3 above. Individual references to relevant policy detail are also drawn out in the individual subject matter sections of this Chapter below.
- 4.2.11 The primary sources of policy are National Policy Statements (NPS) EN-1, EN-2, EN-4 and EN-5. I have undertaken my reasoning on the Proposed Development and hence frame my recommendation on the planning merits, noting that under s104 of the Planning Act 2008 (PA2008) the Secretary of State (SoS) '*must decide the application in accordance with any relevant national policy statement*' except to the extent that a legislated exception applies. Whilst individual policy references are addressed below, in general terms I observe that none of the legislated exceptions to the application of relevant NPS policy

was found to apply. It follows therefore that the application is recommended to be decided wholly within the framework of relevant NPS policy.

- 4.2.12 The requirements of legislation other than PA2008 are identified and applied as required. S104 of the PA2008 identifies that policy other than policy arising from the NPS is capable of being important and relevant and has been identified as applicable and is analysed below as required. However, again it should be highlighted that no analysis of policy arising from outside the relevant NPSs has given rise to considerations that bear against the application of NPS policy as allowable under PA2008.
- 4.2.13 As noted in Chapter 3 of this Report, part of the Proposed Development involves works under the tidal section of the River Aire. The Proposed Development thus falls under the requirements of the Marine and Coastal Access Act 2009 and must therefore be considered against the relevant Marine Plan Area; in this case the 'East Inshore Marine Plans Area'.
- 4.2.14 The financial viability of the scheme, taking into account paragraph 4.1.9 of NPS EN-1 is considered in Chapter 7 of this Report. The appropriateness of the s106 agreements, as required by paragraph 4.1.8 of NPS EN-1 are again considered in the relevant sections on mitigation also set out below and in Chapter 7.

EIA Considerations

- 4.2.15 During the course of the Examination the environmental statement (ES) was amended. I have set out the amendments made in Chapter 2 of this Report, and those that relate to the content of the ES I consider to constitute 'other environmental information' as defined by the Environmental Impact Assessment Regulations 2009 (2009 EIA Regulations). I conclude that the amendments are relatively minor alterations, and that the overall environmental information submitted is sufficient for the SoS to take into consideration before making a decision in compliance with 2009 EIA Regulations.

HRA Considerations

- 4.2.16 The Proposed Development is one that has been identified as giving rise to the potential for likely significant effects on European sites and hence is subject to Habitats Regulations Assessment (HRA). As is conventional in Examining Authority (ExA) recommendation reports to inform SoS decisions prepared under the PA2008, a separate record of considerations relevant to HRA has been set out in Chapter 5 of this report below.
- 4.2.17 However, at this point in this chapter it is necessary to record that I have considered all documentation relevant to HRA as required by section 4.3 of NPS EN-1, and I have taken it into account in the conclusions reached here and in the Planning Balance (Chapter 6 below). Further, project design and mitigation proposals included in

the ES and secured in the Recommended DCO have been fully considered for HRA purposes.

Environmental Permitting Regime

- 4.2.18 As stated above in Chapter 3 of this Report, the Proposed Development falls within s1 (Combustion Activity) under the Environmental Permitting (England and Wales) Regulations 2016, elements of the Proposed Development will require an Environmental Permit (EP). This is made separately and independently to the Environment Agency (EA), who are the competent authority to issue EPs and to regulate it. For the purposes of this Report, I have identified the process of applying for the EP as the EP regime.
- 4.2.19 The EA in its WR [REP2-032] confirmed that that an EP is required for:
- The operation of the proposed CCGT power station, which must use Best Available Techniques (BAT). Conditions will be applied, and if they cannot be met the EP will be refused;
 - The provision and operation of the combined heat and power (CHP) ready requirements, which must be reviewed every four years to determine viability;
 - Work within 8m, or 16m if tidal, from the top of the bank of the River Aire or within the any toe of a flood defence;
 - The discharge to surface water and groundwater arising from dewatering activities as part of the construction phase, including discharge of sewage effluent from septic tanks;
 - Air quality and noise emissions;
 - Waste in respect of demolition which requires treatment prior to re-use; and
 - Water abstraction from the River Aire.
- 4.2.20 The Applicant's approach is to substantially vary the existing EP, particularly in respect to its abstraction licence. The Applicant confirms [APP-029] and updated at DL 2 [REP2-010] that an application to the EA was duly made on 27 June 2017, and this was confirmed in the SoCG signed between the Applicant and the EA [REP3-008].

4.3 PRINCIPLE ISSUES IN THE EXAMINATION

- 4.3.1 Following my initial assessment of the application and of the RRs received, I identified and set out my initial assessment of the Principal Issues arising from the Proposed Development, which was published as Annex B to my letter of 30 August 2017 under Rule 6 of the Infrastructure Planning (Examination Procedure) Rules 2010 (Rule 6 Letter) [PD-005].
- 4.3.2 The Principal Issues I identified are as follows; set out in alphabetical order:
- Agriculture and Socio-Economics;
 - Air quality and Dust;
 - Archaeology and Heritage

- Biodiversity, Ecology and Natural Environment;
- Compulsory Acquisition;
- Flood Risk and Water Resources;
- Human Health;
- Landscape and Visual;
- Noise and Vibration; and
- Transportation and Traffic.

4.3.3 At the PM [EV-001], no party questioned my initial assessment of the Principal Issues. They subsequently formed the final assessment.

4.3.4 Matters raised in RRs and of my initial assessment of the issues informed my WQs which I issued on 4 October 2017 [PD-007]. My findings and conclusions on all the issues raised in the written and oral submissions are summarised below.

4.3.5 During the Examination, I identified two further matters which became Principal Issues: they were:

- The future of the existing coal-fired power station; and
- The approach undertaken by the Applicant to assessing the effects of the Proposed Development on European sites in respect to the Habitats Regulations Assessment (HRA).

4.4 EIA ASSESSMENT METHODOLOGY

4.4.1 The ES [APP-040] states that the assessment presented in the ES follows a standard EIA methodology, and where possible, is based on legislation, definitive standards and accepted industry criteria. Its objective is to anticipate the changes or impacts that may occur to the receiving environment as a result of the Proposed Development, and to compare to the existing environmental conditions (the baseline) and those that would occur in absence of the Proposed Development (future baseline).

4.4.2 The EIA process involves identification of sensitive receptors that may be affected by impacts resulting from the Proposed Development, and assesses the extent to which these receptors may experience significant environmental effects as a result. Where significant effects are identified, the ES might propose mitigation measures to avoid, reduce, and offset the significance of the effect, expressed as 'residual effects' after taking account of mitigation.

4.4.3 The environmental impacts of the Proposed Development are assessed at key stages in its construction and operation, where possible and relevant, the eventual decommissioning. Existing baseline conditions have been defined based on desk-based studies and site surveys.

4.4.4 The ES [APP-040] states that the existing coal-fired power station will cease operating shortly, and that it is likely that the demolition of the existing coal-fired power station will take place at the same time as construction and/or the start of operation of the Proposed Development. There is therefore the potential for effects associated

with decommissioning and demolition activities at the existing coal-fired power station to interact with the effects of construction and operation of the Proposed Development. The cumulative effects of both have been assessed in the ES as part of the worst-case or greatest effect scenario.

4.5 THE NEED FOR THE PROPOSED DEVELOPMENT AND EXAMINATION OF ALTERNATIVES

- 4.5.1 The Proposed Development is a Nationally Significant Infrastructure Project (NSIP) as set out in s14 and s15 of the PA2008 (as amended). The need for the development is covered in NPS EN-1, paragraph 3.1, which states that such applications should be assessed on the basis that the Government has demonstrated that there is a need for this type of infrastructure and that substantial weight should be given to its contribution to satisfying this need. Paragraphs 3.6.1 and 3.6.2 of the same NPS state that there is also a need for a mix of energy sources including fossil fuels to meet demand in a flexible manner, which will help in the transition to a low-carbon economy.
- 4.5.2 Chapter 6 of the ES [APP-044] sets out the Applicant's case for the need for the Proposed Development, which broadly relies on NPS EN-1 to support its position. No RR or WR was received which questioned the issue of need.
- 4.5.3 The LIR [REP2-039] states that Core Strategy policies SP1; SPC2C; SP13; SP15; SP16; SP17C and SP18; and saved Local Plan policy EMP10 support development linked to economic development and low carbon energy developments. Given the site's existing use as a power station, NYCC/SDC agrees that the principle of the Proposed Development is acceptable, and that Proposed Development would represent low-carbon energy development which is fully supported by policies contained within the development plan.
- 4.5.4 Paragraph 4.4.2 of NPS EN-1 requires the Applicant to consider alternatives to the Proposed Development and explain how the application was arrived at.
- 4.5.5 In accordance with Schedule 4, Part 2 of the 2009 EIA Regulations, Chapter 6 of the ES [APP-044] presented an outline of alternatives studied by the Applicant both in terms of other locations for the Proposed Development, as well as locations within the existing coal-fired power station compound for the proposed CCGT, as well as gas connection routes, technologies, and potential designs.
- 4.5.6 I concur with the ES [APP-044], and deemed further examination of alternative locations for the Proposed Development as unnecessary, because the existing site is an obvious choice. This is because:
- It has a long history of power generation;
 - The existing coal-fired power station is facing closure and future redevelopment of the Power Station site would create similar employment opportunities;

- The site has excellent electrical grid, water and transport links and is a brownfield site which is considered more attractive to redevelop for large scale power generation than a greenfield one;
 - The majority of the Site (and particularly the Proposed Power Plant Site) is in the freehold ownership of the Applicant; and
 - The Proposed Power Plant Site is located relatively close to the National Grid gas transmission network; approximately 3.1 km to the north of the existing coal-fired power station site.
- 4.5.7 A number of locations and configurations for the new generating station within the existing coal-fired power station site were considered, with the coal stockyard site deemed appropriate for numerous reasons including environmental, technical, commercial and planning factors.
- 4.5.8 In respect to Work No 6 (gas pipeline), two potential National Grid Gas (NGG) pipelines (called Feeder 7 and Feeder 29) were considered for the Proposed Development. Through discussions with NGG and evaluation of the capacity of the Feeders, and given the distance from the Proposed Development site to them, it was determined by the Applicant [APP-044] that Feeder 29 was the most appropriate connection point, as it was the shortest distance from the existing power station site and also had greater gas supply capacity than Feeder 7.
- 4.5.9 Three potential route corridors for the gas pipeline to connect to Feeder 29 were identified; the varying routes are illustrated in Figure 6.2 of the ES [APP-074]. Other routes were discounted because, amongst other things, they were either a longer route, would require more land to be subject to compulsorily acquired (CA); would be more technically difficult such as the crossing of a railway line; or run closer to existing residential properties. Consequently, the preferred route was chosen because it was the shortest route, required the least land take and had the least constraints. The 36m wide corridor width (with some exceptions) followed a period of evaluation of the needs of the development and survey information.
- 4.5.10 Work No 4 (cooling water) would utilise the existing route and on which the Applicant already owns the freehold of the land. As such, the Applicant states [APP-009] that an exploration of alternatives was not necessary.
- 4.5.11 No RRs and WRs from any party questioned the locations and choices advanced by the Applicant for the Proposed Development.
- 4.5.12 The SoCG signed between the Applicant and NYCC/SDC submitted at DL 9 [REP9-005] agrees the position on need, principle and alternatives. In addition, the parties agree that the final version of the DCO submitted at DL 9 [REP9-003] and which forms the Recommended DCO, adequately secures that matters concerning the final design, external lighting, highway access, means of enclosure and site security.

- 4.5.13 Taking these matters into consideration, I am satisfied that the need for the Proposed Development is established through the NPS. I am also satisfied that the alternative options for the siting of the proposed CCGT and route corridor for Work No 6 (gas pipeline) have been rigorously tested by the Applicant. The requirements of NPS EN-1 and the EIA Regulations in this regard have been met.

4.6 AGRICULTURE AND SOCIO-ECONOMICS

Policy and ES Findings

- 4.6.1 Chapter 15 of the ES [APP-053] considers the effects of the Proposed Development on agriculture. The assessment methodology is based on the potential impacts from the Proposed Development on land use, agriculture, employment, local businesses and the local population. The agricultural impact assessment is informed by a soil quality survey based on the Agricultural Land Classification (ALC). Baseline socio-economic conditions have been established using published statistics.
- 4.6.2 The ES [APP-053] states that there would be no construction or operational effects on agriculture from those elements of the Proposed Development within the existing compound of the coal-fired power station.
- 4.6.3 The construction of Work No 4 (cooling water) and Work No 6 (gas pipeline) would affect 7.7 hectares of land which is rated according to the ALC as 'very good' and 'good'; thus deemed 'best and most versatile'. However, these would be limited to the construction period only, which Chapter 5 of the ES [APP-043] states would take approximately 40 months to complete. At operational stage, an area of current agricultural land would be required for Work No 7 (AGI). The ES [APP-053] states that this would replace only ALC 'low' rated land, and the effects on agriculture would not be significant as a result.
- 4.6.4 Paragraph 5.12 of NPS EN-1 states that where the project is likely to have socio-economic impacts at local or regional levels, the applicant should undertake and include in their application an assessment of these impacts as part of the ES.
- 4.6.5 Chapter 15 of the ES [APP-053] considers the effects of the Proposed Development on socio-economic matters. It states that during construction, a temporary significant beneficial effect on the local and regional economy would be felt through the creation of an estimated 1,170 construction jobs of which 931 would be expected to be sourced locally.
- 4.6.6 The ES [APP-053] identifies no significant effects on agriculture during the decommissioning stage.

Examination

- 4.6.7 Given the surrounding land is predominately used for agriculture, it is perhaps not unsurprising that any potential effects caused from the construction and operation of the Proposed Development would raise some concerns and question.
- 4.6.8 Mr Pearson in his RR [RR-002] expressed concerns in respect to the effect of the Proposed Development on the drainage of farming land. While drainage matters are addressed within the ES [APP-049], I nevertheless invited the Applicant in my WQs [PD-007] to respond. The Applicant did so [REP2-014 and REP2-030], stating that drainage during construction would remain at existing greenfield runoff rates and as such the effect on farmland practices would not be significant, and that any land drains and minor watercourses potentially affected would be reinstated after construction. No further WRs were received on this matter.
- 4.6.9 A SoCG signed between the Applicant and Natural England (NE) [REP1-007] agrees that there would be no significant construction and operation effects on agriculture, agreeing that soils will be managed, maintained and where possible replaced to minimise impacts on soil structure and quality. The parties agreed that measures to protect agriculture are adequately secured by Requirement 18 (Construction and Environmental Management Plan (CEMP)); Requirement 13 (Surface and Foul Water Drainage) and Requirement 27 (Restoration of Land) of the Recommended DCO.
- 4.6.10 In respect of socio-economic matters, NYCC/SDC in their LIR [REP2-039] acknowledged that there would be 101 operation jobs lost as a result of the closure of the existing coal-fired power station, and states that the Applicant should be mindful of opportunities to redeploy existing staff or provide training of those made redundant. However, the LIR states that losses would have only a minimal and negligible overall impact on the local economy, and that a net increase of sustainable employment opportunities would arise as a result of the Proposed Development.
- 4.6.11 Mr Rhodes and Mr Laurenson in their respective RRs [RR-001 and RR-009] stated that they wished to see tangible benefits to the local community in respect to job creation. Acknowledging that Requirement 34 of the Recommended DCO secures an employment, skills and training plan to be agreed by the relevant planning authority prior to commencement of the Proposed Development, I nevertheless asked the Applicant in my WQs [PD-007] whether it wished to expand on such measures.
- 4.6.12 The Applicant responded [REP2-014] that such measures could include the appointment of a 'Jobs Co-ordinator' to implement the requirements of Requirement 34; a 'Meet the Buyer' event providing local residents and local suppliers/businesses with the opportunity to engage face-to-face; with the Applicant and the appointed contractor

and obtain information on and register for employment and supplier opportunities; through engagement with the local community as part of the requirements set out in Requirement 33 of the Recommended DCO for a local liaison committee; and engagement with local schools and colleges to identify opportunities.

- 4.6.13 Mr Rhodes [RR-001] also expressed a desire to see improved provision of social facilities. None are proposed with this application, and I did not consider any were necessarily required from the Proposed Development to make it acceptable in planning terms. Mr Rhodes made no further WR in the Examination.
- 4.6.14 The SoCG between the Applicant and NYCC/SDC [REP9-005] states that the parties agree that the assessment within Chapter 15 of the ES [APP-053] and the requirement set out in Requirement 34 of the Recommended DCO would ensure that the Proposed Development would not result in unacceptable effects in terms of socio-economics.
- 4.6.15 Having regard to the above, I am satisfied that there would be no significant effects on agriculture or socio-economic matters caused from the construction or operation of the Proposed Development, and that Requirements 18, 13, and 27 of the Recommended DCO would secure any short-term effects caused to drainage matters, land and soil disturbance would be adequately mitigated, and Requirement 34 would ensure employment and training opportunities would occur.

ExA Conclusion

- 4.6.16 While undoubtedly there will be disruption to agricultural practices during the construction phase, and some agricultural land would be lost to Work No 7 (AGI), I am satisfied that they would not be damaging, and that farmland drainage matters and soil reinstatement are adequately secured in the Recommended DCO. I am also content to recommend that the Proposed Development would not have any significant effects on socio-economic matters, with job losses caused by the closure by the existing coal-fired power station would be off-set by those created by the construction and operation of the Proposed Development.

4.7 AIR QUALITY AND EMISSIONS

Policy and ES Findings

- 4.7.1 There is some overlap between this section and the effects from emissions on European sites in terms of Habitats Regulations. I will outline the issues here, but in the interests of brevity I will reserve examination and discussion on this matter to Chapter 5 of this Report.
- 4.7.2 Paragraph 4.10.2 of NPS EN-1 sets out the separate functions between planning and pollution control systems in respect to air quality matters. It states that the planning system is concerned with the use of land and improving the natural environment and public health; whereas pollution control is concerned with preventing pollution the

use of measures to prohibit or limit the releases of substances to the environment and ensures that ambient air and water quality meet standards.

- 4.7.3 Paragraph 4.10.3 of NPS EN-1 states that the SoS should focus on whether the development itself is an acceptable use of the land, and on the impacts of that use, rather than the control of processes, emissions or discharges themselves. It also states that the SoS is entitled to assume that the relevant pollution control and environmental regulatory regimes will be properly applied and enforced and that the SoS should seek to compliment but not duplicate them as part of the DCO process.
- 4.7.4 Paragraph 5.2.6 of NPS EN-1 requires the Applicant to assess the impacts of the Proposed Development on air quality matters within the ES. Chapter 8 of the ES [APP-046] presents such an assessment. The assessment methodology considers the potential impacts from Proposed Development in both human and ecological receptors including any Air Quality Management Areas and European sites. Baseline air quality data has been determined using data provided by the NYCC/SDC and the Department for the Environment, Food and Rural Affairs (DEFRA). Predications are then subsequently made on anticipated emissions from the proposed stacks during operation, and from vehicular traffic and other construction emissions generating activities to predict the concentrations of pollutants in ambient air which are then compared to national air quality standards.
- 4.7.5 The ES [APP-046] states that during the construction phase of the Proposed Development (including consideration of simultaneous demolition activities of the existing coal-fired station), potential impacts could arise from vehicles and mobile construction plant as well as dust and particulate matter from construction activities including site clearance works. These effects are not likely to be significant, but mitigation is proposed to control such emissions through the CEMP, which is secured by Requirement 18 of the Recommended DCO.
- 4.7.6 The ES [APP-046] states that operational effects from concentrations of pollutants, principally from nitrogen oxides and carbon monoxide are not likely to be significant. These assessments have been predicated on a worst case scenario of all units CCGT units operating at maximum potential and the black start and peaking plants operating at abnormally high levels, and on the basis of the stack height for the proposed CCGT being 90m above the ground level, also measured as 99.9m above ordnance datum, and for the peaking plant stacks being 45m. Requirement 5 of the Recommended DCO secures the detailed design of the proposed CCGT to be approved prior to construction, while Schedule 14 of the recommended DCO secures the heights of the stacks as stated.
- 4.7.7 Pollution control matters including monitoring during the operation of the proposed CCGT are subject to the EP regime, and emissions will be controlled to meet the requirements of the Industrial Emissions

Directive (IED). A separate application for an EP rests with the EA, and as I have stated above the Applicant has confirmed ([APP-029 and updated at DL 2 [REP2-010]) that it was 'duly made' on 28 June 2017, and this position is confirmed in the SoCG signed between the Applicant and the EA [REP3-008]. In its RR [RR-013] and WR [REP2-032], the EA stated that the Applicant has addressed its air quality comments made on the draft environmental statement.

Examination

- 4.7.8 As the Proposed Development would undeniably generate emissions, it was axiomatically a matter of concern with some local residents, and warranted scrutiny during the Examination.
- 4.7.9 No party questioned the levels of emissions predicted from the Proposed Development as prescribed in the ES [APP-046]. The EA in its RR [RR-013] and WR [REP2-032] raised no obvious concerns with predicted emissions from the Proposed Development identified in the ES [APP-046]. Following this and the advice in NPS EN-1, I did not consider it necessary to examine emissions levels generated from the operation of the Proposed Development because such matters are controlled through the EP regime.
- 4.7.10 The main issue of concern in the Examination was whether the Proposed Development will make use of an additional technology known as Selective Catalytic Reduction (SCR). The technology principally involves the injection of ammonia into the emissions generated by the proposed CCGT. The identified benefit [APP-046] of this process would be that it would reduce the level of nitrogen oxide emissions into the atmosphere. Whether this process is used will be determined by the EA as part of the EP regime, and its assessment of whether SCR constitutes Best Available Techniques (BAT) as defined under the IED. The EA was not able to update me during the Examination as to whether the EP would be granted or would likely be granted, and whether SCR would be deemed BAT.
- 4.7.11 If SCR is to be used, the ES [APP-046, APP-048 and APP-059] identifies that as worst case scenario; there would be increased atmospheric ammonia, nitrogen and acid depositions at Thorn Moor Special Area for Conservation (SAC); increased atmospheric ammonia and acid depositions at Skipworth Common SAC; and increased nitrogen and acid depositions at the Humber Estuary SAC. Nevertheless, the ES states that the effects would be negligible and imperceptible. However, because the European sites already exceed their critical mass in air quality levels, the ES identifies the likely significant adverse effects occurring from the Proposed Development should SCR be deemed BAT by the EA.
- 4.7.12 As it will be clear from Chapter 5 of this Report, I considered this matter of concern during the Examination, principally over the approach to assessment undertaken by the Applicant. NYCC/SDC in

their LIR [REP2-039] also raised a number of concerns in this regard. This is discussed further in Chapter 5 of this Report.

- 4.7.13 While emissions levels are controlled by the EP regime, the effects on the ground and on local populations fall outside of it. Emissions dispersions and the effects on local people was subsequently a matter of concern of local residents. Mr Laurenson in his RR [RR-009] particularly expressed concerns over the height of the stack for the proposed CCGT, noting that it would be much lower than the existing coal-fired stack, and as such could disperse emissions much closer to local people. At the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV 010], Mr Tams (HPC) echoed these concerns.
- 4.7.14 The Applicant responded [REP2-030] and [REP3-010] stating that the mass emission of nitrogen oxides per year will be 20% of those from the fully operational coal-fired power station, or around 40% of those from the coal-fired power station operating two units as it did at the time of the Examination; thus at a considerably lower level than the coal-fired power station. In addition, there will be no sulphur dioxide or particulate emissions from the gas-fired power station that are currently emitted from the coal-fired power station. The Applicant stated that the stack height had been selected following emissions modelling, and to ensure emission dispersal complied with national air quality legislation; and that emissions will disperse adequately by the time they reach ground level such that they will be imperceptible against background concentrations.
- 4.7.15 Notwithstanding the above, the draft DCO submitted at DL 2 [REP2-003] inserted a new Requirement 35 which secured a scheme for ambient air quality monitoring in the nearby village of Hensall. At the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV-010], the Applicant clarified that the additional requirement was added because of concerns expressed from members of the local community.
- 4.7.16 Mr Tams (HPC) raised further concerns at DL 3 [REP3-028] regarding odour effect to residents from ammonia depositions should SCR be used. The Applicant responded at DL 4 [REP4-007] and to my FWQs [PD-011] that any odour release from SCR would be negligible.
- 4.7.17 Considerably lower height air cooling infrastructure would replace the existing tall cooling towers. Whether this would disperse steam at a much lower level was perhaps an obvious and justified concern raised by Mr Laurenson in his RR [RR-009], echoed by Ms Laurenson [RR-015]. The Applicant responded [REP2-030 and REP2-014] stating that subject to the final design process and the result of BAT considerations, a hybrid cooling system would be used which the ES [APP-046] predicts that visible plumes exceeding 100m in length, and thus potentially capable of reaching the village of Hensall, would only occur for 0.1% of daylight hours. It would, as such, have a negligible and insignificant effect.

- 4.7.18 No further responses were received from those parties mentioned above. I asked a number of WQs [PD-007] and FWQs [PD-011] in respect to the baseline data; methodology; the black start and peaking plants; the significance of effects and cumulative impacts. The Applicants responses to those questions [REP2-014] and [REP5-005] satisfactorily addressed my questions.
- 4.7.19 SoCGs have been signed between the Applicant and NYCC/SDC [REP9-005] and the EA [REP3-008]. The parties agree that the ES has adequately assessed air quality matters; that the EP regime will control operational emissions based on BAT principles which cannot exceed air quality strategy objectives required by the Environment Act 1995; and that the SoS can be satisfied that the type and nature of this application is capable of being adequately regulated under EP regime and not aware of anything that would preclude the granting of an EP.
- 4.7.20 It is also agreed [REP9-005 and REP3-008] that a hybrid cooling system would represent BAT; and that the stack heights have been determined through dispersion modelling; and that Requirement 35 adequately secures ambient air quality monitoring at Hensall; and that there would be no significant air quality effects during construction or operation of the Proposed Development in EIA terms. Decommissioning matters are secured by Requirement 36 of the Recommended DCO, and the ES likens the predicted air quality effects of the decommissioning of the Proposed Development as being comparable to, or less than, those assessed for the construction phase.

ExA Conclusion

- 4.7.21 It is entirely understandable that the local community, particularly those persons who reside in Hensall, would be concerned about emissions and steam plumage from the Proposed Development, and that they would not wish to experience deterioration in their living conditions.
- 4.7.22 I am satisfied that there would be no significant effects caused from construction and demolition activities of the Proposed Development and existing coal-fired power station. Emissions from the Proposed Development will be controlled by the EP regime, but it should be noted that they would emit lower levels of pollutants than the existing coal-fired power station. The addition of Requirement 35 of the Recommended DCO which would ensure the monitoring of the actual impacts of the Proposed Development on those residents in Hensall against the predicted effects reported in the ES provides additional reassurance on this.
- 4.7.23 The stack height despite being a matter of concern, would be appropriately sized, indeed no evidence was presented to suggest it should be taller, and I am satisfied with the Applicant's determination of and reasoning as presented in the ES [APP-100].

- 4.7.24 I am satisfied that Proposed Development would accord with all Directives, legislation and policy requirements and that air quality and emissions management matters are adequately provided for and secured in the Recommended DCO subject to the further discussion on deposition matters discussed in Chapter 5.

4.8 ARCHAEOLOGY AND HISTORIC ENVIRONMENT

Policy and ES Findings

- 4.8.1 Paragraph 5.8.2 of NPS EN-1 describes the historic environment as including all aspects of the environment resulting from the interaction between people and places through time, including all surviving physical remains of past human activity, whether visible, buried or submerged, landscaped and planted or managed flora. Those elements of the historic environment that hold value to this and future generations because of their historic, archaeological, architectural or artistic interest may be any building, monument, site, place, area or landscape, or any combination of these. Paragraphs 5.8.8 to 5.8.10 require the Applicant to fully assess the significance of the heritage assets affected by the proposed development, and ensure that the extent of the impact can be adequately understood from the application and supporting documents.
- 4.8.2 Chapter 13 of the ES [APP-051] examines the effect of the Proposed Development on the historic environment. The assessment methodology identifies the study area and the effect on such heritage assets from the construction, operation and decommissioning of the Proposed Development.
- 4.8.3 The ES [APP-051] states that there are no designated heritage assets within the application site itself. The ES identifies four Scheduled Ancient Monuments; 82 listed buildings and three conservation areas within 5km of the application site. Because of their proximity and distance, all SAMs and conservation areas, and the vast majority of listed buildings would not experience any significant effects during construction, operation or decommissioning of the Proposed Development.
- 4.8.4 The ES [APP-051] identifies potentially significant effects caused by the construction of Work No 6 (gas pipeline) on the Hall Garths Medieval Moated site. This lies within 1km north of the existing coal-fired power station and on the north side of the River Aire. The Applicant and NYCC/SDC agree [REP9-005] that it constitutes a non-designated heritage asset.
- 4.8.5 The ES [APP-051] states that while the Hall Garths Medieval Moated site itself has been avoided by the route of Works No 6, its associated peripheral features as well as other heritage assets comprising a double-ditched enclosure, a possible field system complex and a ridge and furrow field boundary feature associated with medieval agricultural activities may not. Additionally, there is potential for

previously unrecorded archaeological features along the route of Work No 6 to be affected.

- 4.8.6 Mitigation is proposed through the submission of a Written Scheme of Investigation (WSI) to be approved by the relevant planning authority, to ensure adequate assessments and recording of any archaeological features discovered is undertaken. This is secured by Requirement 16 of the Recommended DCO.
- 4.8.7 The ES [APP-051] identifies the setting of two Grade II* listed buildings within the nearby village of Hensall as potentially experiencing significant effects during the operational life of the proposed CCGT building. As I set out later in this Report, the existing coal-fired power station is to be demolished; this being secured by way of a development consent obligation under s106 of the Town and Country Planning Act 1990 (TCPA1990). Nevertheless there is likely to be some overlap between the opening and operation of the proposed CCGT and the removal of the existing station.
- 4.8.8 In the event that the proposed CCGT becomes operational with the existing coal-fired power station in-situ albeit for a short period of time, the ES [APP-051] states that the effects on the setting of the listed buildings would not be significant as the new station would sit alongside its older counterpart. Once removed, the setting of the listed buildings would be improved as the proposed CCGT building would be considerably less visually dominant. The ES [APP-051] states that there would be no physical impacts during the decommissioning stage as any impact upon archaeological remains would have been mitigated during the construction stage.

Examination

- 4.8.9 No significant matters of concerns were raised by IPs in RRs and WRs in respect to heritage matters.
- 4.8.10 My main concern was whether the reliance on a WSI to be submitted at the Requirement stage was appropriate, and whether in fact an Outline WSI (OWSI) ought to be a matter before the Examination, particularly if unknown archaeological features could be affected. NYCC/SDC raised similar concerns in their LIR [REP2-039], noting that it would normally expect trial trenching to have been undertaken. However in response to my WQ [PD-007] on the matter, the Applicant stated that neither NYCC/SDC nor Historic England requested an OWSI be submitted with the application, but in any event, it felt that Requirement 16 of the Recommended DCO would be adequate to ensure no significant effects would occur during the construction of Work No 6 (gas pipeline).
- 4.8.11 NYCC/SDC stated in their LIR [REP2-039] and in response to my WQ [PD-007] that the approach to dealing with archaeological risk can be successfully managed by Requirement 16 of the then draft DCO [APP-005], although as currently worded at that time, nothing bound the

Applicant to carrying out mitigation identified as a result of the assessments.

- 4.8.12 At the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV-010], I asked for an updated position from the parties. I was informed that a revised DCO would be tabled at DL 3 in which Requirement 16 would be amended with the insertion of a new sub-paragraph 4 and additional wording made to sub-paragraph 5, and that this wording was the agreed position of the parties. The revised wording for Requirement 16 was submitted at DL 3 [REP3-003]; and is the same as in the Recommended DCO. NYCC/SDC responded to my FWQ [PD-011] that it was content with the revised wording, and this was confirmed in the SoCG signed between the Applicant and NYCC/SDC [REP9-005].
- 4.8.13 NYCC/SDC in its RR [RR-018] and in its LIR [REP2-039] raised concerns in respect to whether adequate consideration had been given to the heritage value of the existing power station. I raised this in my WQ [PD-007]. The Applicant responded [REP3-009] stating that the ES [APP-051] has undertaken such an assessment, accepting that it has non-designated heritage value as a post-war power-station. However, Historic England (HE) had already concluded that the existing coal-fired power station is not of an innovative example or of sufficient value to be worthy of listing. The Applicant further states that the existing coal-fired power station will be appropriately recorded prior to demolition. The SoCG signed between the Applicant and NYCC/SDC [REP9-005] agrees this position.
- 4.8.14 HE in its RR [RR-006] stated that it agreed with the conclusions of the ES [APP-051] and that any harm to the setting of heritage assets would not be substantial and should be weighed against the public benefits of the scheme. The SoCG signed between the Applicant and HE [REP1-004] and with NYCC/SDC [REP9-005] confirms this position, and agrees the scope of the assessment in the ES and the adequacy of Requirement 16 in the Recommended DCO.

ExA Conclusion

- 4.8.15 It would have been advantageous had an OWSI been submitted with the application. Greater clarity and more information would have been available to me as to the likelihood of peripheral archaeological features being present along the route of Work No 6 (gas pipeline). Nevertheless on the evidence submitted, I am satisfied that submitting a WSI as part of the agreement on archaeological matters would be sufficient, and it is adequately secured in the Recommended DCO.
- 4.8.16 While two identified listed buildings located in the village of Hensall could potentially experience significant effects in terms of setting during the operation of the Proposed Development, I am satisfied that the overall effects when compared against the existing coal-fired power station would be neutral, and sufficiently off-set by the

additional planting secured by Requirement 6 of the Recommended DCO.

- 4.8.17 I am satisfied therefore that there would be no significant effects on heritage assets caused from construction, operation and decommissioning effects of the Proposed Development. The Proposed Development would accord with all legislation and policy requirements and that such matters are adequately provided for and secured in the Recommended DCO.

4.9 BIODIVERSITY AND ECOLOGY

Policy and ES Findings

- 4.9.1 As stated above, I will discuss the effects on European sites in the context of the Habitats Regulations in Chapter 5 of this Report. This section examines other potential biodiversity effects of the Proposed Development and the effects on European sites insofar as they relate to the EIA.
- 4.9.2 Paragraph 5.3.3 of NPS EN-1 states that where the development is subject to EIA, the Applicant should ensure that the ES clearly sets out any effects on internationally, nationally and locally designated sites of ecological or geological conservation importance, on protected species and on habitats and other species identified as being of principal importance for the conservation of biodiversity.
- 4.9.3 Paragraph 5.3.7 of NPS EN-1 states that development should aim to avoid significant harm to biodiversity and geological conservation interests. Paragraph 5.3.8 states that the SoS should ensure that appropriate weight is attached to designated sites of international, national and local importance; protected species; habitats and other species of principal importance for the conservation of biodiversity; and to biodiversity and geological interests within the wider environment.
- 4.9.4 Paragraph 5.3.4 of NPS EN-1 states that the Applicant should show how the project has taken advantage of opportunities to conserve and enhance biodiversity and geological conservation interests. Paragraphs 5.3.15 and 5.3.19 state that the SoS should maximise opportunities for building-in beneficial biodiversity or geological features, using requirements or planning obligations where appropriate.
- 4.9.5 Chapter 10 of the ES [APP-048] examines the effect of the proposed development on ecology. The baseline conditions identify a number of protected or notable animal species as present or potentially present within the site including bats, great crested newts, badgers, otters, fish, grass snakes and breeding birds. The ES is accompanied by an Indicative Landscape and Biodiversity Strategy (ILBS) [APP-035] updated at DL 8 [REP8-006] which surveys and mitigates effects on biodiversity, and which is secured by Requirement 6 of the Recommended DCO.

- 4.9.6 The ES [APP-048] identifies no significant effects on habitats within any statutory or non-statutory sites from construction activities owing to their proximity and distance from the site. Some loss of habitats on the application site would occur through tree and existing lagoon removal, but will be mitigated through an agreed LBS secured by Requirement 6 of the Recommended DCO.
- 4.9.7 The ES [APP-048] predicts no significant adverse effects would occur to protected or notable species during construction, while any minor disturbances would be temporary and reversible. The ES [APP-048] states that mitigation measures such as minimising light pollution, dust management, and other surveys would further minimise any harmful effects, and this is secured through Requirements 17 (Protected Species) and 18 (CEMP) of the Recommended DCO.
- 4.9.8 Within the River Aire, the ES [APP-048] states that construction activities to repair and install Work No 4 (cooling water) abstraction and discharge infrastructure would not be likely to result in significant effects, particularly through the careful installation and removal of cofferdams, which would be timed to be undertaken outside of the salmonid migratory season, which is in the period of October to December.
- 4.9.9 The ES [APP-048] identifies no likely significant effects would occur from the operation stage of the Proposed Development on any wildlife or habitat. Decommissioning effects are unknown at the current time and further survey work would need to be undertaken at that time, but are predicted to be lower than those identified for construction activities.

Examination

- 4.9.10 Setting aside the matters concerning European sites in the context of HRA, the principal matter of concern, and an initial matter of dispute between the Applicant, and NYCC/SDC and Yorkshire Wildlife Trust (YWT), was the Applicant's assessment of predicted onshore biodiversity offsetting calculations set out in the ILBS ([APP-035] and also in the updated ILBS submitted at DL 8 [REP8-006]). Specifically, whether the proposed mitigation measures as set out in the ILBS [APP-035 and REP8-006] would amount to a predicted biodiversity gain or loss.
- 4.9.11 The ILBS [APP-035 and REP8-006] sets out the background to biodiversity offsetting calculations. It states that in April 2012, DEFRA published a pilot biodiversity offsetting metric to provide a standardised method for comparing losses and gains in biodiversity through development. Within it, a defined methodology is used to calculate the number of biodiversity units that need to be provided by a developer to offset losses. The required compensation may be provided either within the development boundary, or through off-site habitat creation or restoration works. The DEFRA biodiversity offsetting metric has been used to quantify the losses and gains in

biodiversity as a result of the Proposed Development in order to demonstrate that no net loss and an overall biodiversity net gain can be achieved.

- 4.9.12 Table 5.2 of both the ILBS [APP-035] and the updated ILBS [REP8-006] set out the results of the biodiversity offsetting calculations. In summary, it identifies habitats to be permanently lost, including plantation coniferous woodland, species poor grassland, standing water (lagoon), plantation broad leaved woodland, scrub and arable land, amounts to 6.85 hectares of land and resulting in a loss of 37 biodiversity units. Habitat creation and enhancement proposals, including existing woodland management, species rich grassland, new attenuation pond and AGI planting on 12.8 hectares of land would create 40.22 biodiversity units. Thus, the Applicant states that the Proposed Development would result in a net gain of 3.22 biodiversity units.
- 4.9.13 NYCC/SDC in their RR [RR-018], LIR [REP2-039] and WR [REP2-037]; and YWT in their RR [RR-011] and WR [REP2-040] disputed the findings of the ILBS [APP-035 and REP8-006]. Specifically, NYCC/SDC/YWT raised concerns with the existing woodland management creation, which Table 5.2 identifies as being of 11 hectares and would create 25.88 biodiversity units. The belt of woodland in question lies immediately to the north of the existing coal-fired power station and on the northern side of Wand Lane.
- 4.9.14 NYCC/SDC/YWT stated both in their RRs and WRs [RR-018], [REP2-039], [REP2-037], [RR-011] and [REP2-040], and in their LIR [REP2-039] that it will not be possible to enhance the entire 11 hectares of woodland, as trees cannot be removed due to its screening function. As the primary function of the woodland is to screen the existing coal-fired power station, YWT [REP2-040] stated that it is very densely planted with a closed canopy, meaning that little understory planting can grow as minimal light penetrates the woodland floor. As the screening function of the woodland must be maintained the proposed under storey planting will not be successful except around the edges of the woodland. In this case a lower number of hectares which would actually be enhanced would also give a different result to the offsetting calculations.
- 4.9.15 Accordingly, YWT stated [REP2-040] that the 25.88 biodiversity units gain as set out in the ILBS [APP-035 and REP8-006] would not occur. Deducting this figure from the overall calculations would result in the creation of only 14.34 biodiversity units, and as a result the net change would in fact be a loss of 22.66 biodiversity units.
- 4.9.16 This matter was not resolved by DL 2 and I decided to table the issue as a main agenda item to be discussed at the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV-010]. At the event, I was informed by both the Applicant and YWT that a series of discussions had taken place between them. While the Applicant stood by and continues to stand by its biodiversity offsetting

calculations set out in the ILBS [APP-035 and REP8-006], it conceded that the DEFRA model was subjective, and that differing opinions on the value of enhancements could be reached. Moreover, the Applicant stated that it recognised that its biodiversity offsetting calculations showed only a very small biodiversity gain, and on reflection it accepted that more needed to be done.

- 4.9.17 YWT stated at the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV-010] that an opportunity existed for the Applicant to contribute towards an off-site project in the Lower Aire Valley. I requested evidence of this project, which was provided by YWT in their DL 3 submissions [REP3-016 - REP3-019] and included a document entitled "*Working with Natural Processes - Using the evidence base to make the case for Natural Flood Management*"; a project summary and a map.
- 4.9.18 YWT [REP3-016] stated that the project work follows a study by the EA on how natural processes could best be utilised to reduce flooding, and where there is potential for such work to be undertaken on river catchments in England. This work highlighted that the stretch of the River Aire close to Eggborough is one of two locations in the River Aire catchment (and the only place in the Lower Aire) which has high potential for habitat creation to be undertaken to reduce flood risk. This, YWT states [REP3-017] justifies that wetland habitat creation in this area will be effective at providing multiple benefits for flood alleviation and wildlife, and provides confidence that the Lower Aire Valley Contribution associated with the Proposed Development would result in ecological enhancements.
- 4.9.19 The Applicant stated at the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV-010], and confirmed in their written response to DL 3 [REP3-010] that it had agreed to make a financial contribution to this project. I asked the Applicant how it felt such a financial contribution met the tests of paragraph 204 of the Framework given that it had already concluded its biodiversity offsetting calculations were correct and subsequently resulted in a net gain. The Applicant responded that DEFRA biodiversity offsetting metric was a developing tool and thus subjective; that it was not originally envisaged to be used in these types of applications; and is only a guide. On that basis, the Applicant stated that given the relatively small net gain, it was therefore appropriate to offer a financial contribution.
- 4.9.20 The signed and executed s106 Planning Agreement was submitted at DL 9 [REP9-011]. This Agreement covenants the Applicant to make a financial contribution of £151,000 towards the Lower Aire Valley project for wetland habitat creation, payable to SDC.
- 4.9.21 I asked a number of WQs [PD-007] in respect of cooling water discharge temperatures, operational lighting and whether the proposed attenuation pond is intended to support biodiversity, and I am satisfied that those questions were adequately answered by the

Applicant [REP2-014]. The Applicant also clarified that a Precautionary Working Method Statement, required by Natural England (NE) in its SoCG signed with the Applicant [REP1-007] will form part of the CEMP and is thus secured by Requirement 18 of the Recommended DCO.

- 4.9.22 The SoCGs signed between the Applicant and NYCC/SDC [REP9-005], YWT [REP8-008], the EA [REP3-008] and NE [REP1-007] agrees the scope and assessment in the ES; that biodiversity offsetting calculations set out in the updated ILBS [REP8-006] are only a guide and are subjective, and that additional measures are necessary, with a financial contribution towards the Lower Aire Valley biodiversity enhancements deemed to overcome such concerns.
- 4.9.23 The SoCG signed with YWT [REP8-008] and NE [REP1-007] also agrees that further wildlife surveys are required to ascertain protected and non-protected species, and to improve habitat creation on the power station site particularly on the land set aside for Work No 2 (carbon capture readiness). These are secured by Requirement 6 and Requirement 17 of the Recommended DCO. All parties agree that Requirement 6 of the Recommended DCO adequately secures biodiversity enhancements.
- 4.9.24 No specific concerns were raised by any IP in respect to the effect of the Proposed Development on marine wildlife. Cofferdam installation and removal is discussed in more detail below in respect to flooding matters. The ES [APP-048] states that a Fish Management Plan would be prepared, which would form part of the landscape and biodiversity strategy secured by Requirement 6 of the Recommended DCO, to ensure fish welfare both in the lagoon that is proposed to be removed and in the River Aire would be protected. The SoCG signed between the Applicant and the MMO [REP8-007] and the EA [REP3-008] agree that the Proposed Development would have no likely significant effects on marine wildlife from construction and operation activities.

ExA Conclusions

- 4.9.25 I concur with the parties that the biodiversity offsetting calculations as set out in Table 5.2 of the updated ILBS [REP8-006] are subjective. But even if they were not and I found them to be reasonable, the net gains predicted would nevertheless only amount to a negligible benefit at best. I concur with the IPs that more needed to be done.
- 4.9.26 Paragraph 204 of the NPPF states that planning obligations should only be sought where they meet all of the following tests:
- Necessary to make the development acceptable in planning terms;
 - Directly related to the development; and
 - Fairly and reasonably related in scale and kind to the development.
- 4.9.27 It is my judgement that the Lower Aire Valley contribution identified in the s106 Planning Agreement [REP9-011], and evidenced by YWT's

submissions at DL 3 [REP3-016 - REP3-019] is a project which meets the Framework tests. It would also comply with NPS EN-1 in which biodiversity net gain is promoted from development. YWT have advanced that such works will cost £151,000, and in the absence of evidence to the contrary I have no reason to disagree.

- 4.9.28 Taking all matters into consideration, I am satisfied that the Proposed Development would have no likely significant effects during construction and operation on biodiversity or wildlife, both onshore and offshore. The Proposed Development would accord with all Directives, legislation and policy requirements and that biodiversity and wildlife management are adequately provided for and secured in the Recommended DCO.

4.10 CARBON CAPTURE STORAGE READINESS

Policy and ES Findings

- 4.10.1 Paragraph 4.7.10 of NPS EN-1 states that all applications for new combustion plant which are of generating capacity at or over 300 MW and of a type covered by the EU's Large Combustion Plant Directive should demonstrate that the plant is Carbon Capture Ready (CCR) before consent may be given. It goes on to state that the SoS must not grant consent unless this is the case.
- 4.10.2 The application is accompanied by a Carbon Capture Storage and Carbon Capture Readiness Statement [APP-033], which undertakes a technical and economic assessment on space, retrofitting carbon capture technology, CO₂ storage and CO₂ transport. The Works Plans [APP-015] indicate that land to the east of the existing coal-fired power station as the location of CCR. As the peaking plant would generate less than 299 MW, CCR does not apply.

Examination

- 4.10.3 The EA in its RR [RR-013] stated that while there are no foreseeable barriers to carbon capture with regards to space, it required further information in respect to technical feasibility of carbon capture retrofit. The Applicant subsequently updated a drawing entitled "Carbon Capture Plan Layout Indicative Plan" which is appended to the Carbon Capture Readiness Statement [APP-033] which was submitted at DL 2 [REP2-030].
- 4.10.4 The EA confirmed in its WR [REP2-032], and in the SoCG agreed between the parties [REP3-008] that it had no concerns in respect to CCR matters, and that provision for CCR is adequately secured through Requirements 31 and 32 of the Recommended DCO. The SoCG signed between the Applicant and NYCC/SDC [REP9-005] also agrees the Proposed Development complies with the relevant regulations and guidance.
- 4.10.5 I posed no WQs during the Examination on this matter.

ExA Conclusion

- 4.10.6 I am content that the Proposed Development adequately makes provision for CCR. It accords with all legislation and policy requirements and that CCR is adequately provided for and secured in the Recommended DCO.

4.11 COMBINED HEAT AND POWER READINESS

Policy and ES Findings

- 4.11.1 Paragraph 4.6.6 of NPS EN-1 states that any application to develop a thermal generating station under s36 of the Electricity Act 1989 must either include Combined Heat and Power Readiness (CHP) or contain evidence that the possibilities for CHP have been fully explored to inform the SoS's consideration of the application. This should be through an audit trail of dialogue between the Applicant and prospective customers. The same principle applies to any thermal power station which is the subject of an application for development consent under the PA2008.
- 4.11.2 Paragraph 4.6.7 of NPS EN-1 states that developers should consider the opportunities for CHP from the very earliest point and it should be adopted as a criterion when considering locations for a project.
- 4.11.3 The Application is accompanied by a Combined Heat and Power Assessment [APP-032], which undertakes an assessment of potential heat users, a heat export feasibility study and an assessment of BAT. It concludes that while the provision of heat or steam is not viable at this stage, the CHP assessment demonstrates that the Proposed Development meets the BAT tests and will be designed and built as CHP Ready to supply any identified viable heat load up to a potential maximum of 33 MW and sufficient to meet the identified load of 21 MW.

Examination

- 4.11.4 In its WR [REP2-032], the EA stated that CHP matters are subject to the EP regime. While the EA raised no specific concerns, it noted that a site layout plan which could be made available for CHP had not been provided with the Application; and that the selection of heat loads has not been agreed which could dictate the site infrastructure and therefore affect the footprint of any development required.
- 4.11.5 However in the SoCG signed between the Applicant and the EA [REP3-008], the parties agree that the Application adequately demonstrates CHP ready status and that Requirement 28 of the Recommended DCO adequately secures space and routes for the provision of CHP over the lifetime of the Proposed Development should CHP become economically viable in the future. The SoCG signed between the Applicant and NYCC/SDC [REP9-005] also agrees the Proposed Development would be CHP ready.

- 4.11.6 I posed no WQs during the Examination on this matter.

ExA Conclusion

- 4.11.7 I am content that the Proposed Development adequately makes provision for CHP. It accords with all legislation and policy requirements and that CCR is adequately provided for and secured in the Recommended DCO.

4.12 FLOODING AND WATER

Policy and ES Findings

- 4.12.1 Paragraph 5.7.3 of NPS EN-1 states that development and flood risk must be taken into account at all stages in the planning process to avoid inappropriate development in areas at risk of flooding, and to direct development away from areas at highest risk. Where new energy infrastructure is, exceptionally, necessary in such areas, policy aims to make it safe without increasing flood risk elsewhere and, where possible, by reducing flood risk overall.
- 4.12.2 Paragraph 5.7.4 of NPS EN-1 states that and all proposals for energy projects located in Flood Zones 2 and 3 in England should be accompanied by a flood risk assessment (FRA), which should identify and assess the risks of all forms of flooding to and from the project and demonstrate how these flood risks will be managed, taking climate change into account. Paragraph 5.7.10 states that for construction work which has drainage implications, the SoS will expect the drainage system to comply with any National Standards published under the Flood and Water Management Act 2010.
- 4.12.3 Paragraph 5.7.13, 5.7.14, 5.7.15 and 5.7.16 of NPS EN-1 set out the need for development to pass a Sequential Test, then an Exception Test if development is to be considered permissible in a high-risk Flood Zone area. Paragraph 5.7.12 of NPS EN-1 states that the SoS should not consent development in Flood Zone 3 unless they are satisfied that the Sequential and Exception Test requirements have been met.
- 4.12.4 Chapter 11 of the ES [APP-049] examines the effects of the Proposed Development on flooding and water resources. An FRA is appended to the ES [APP-112]. The study is based on a likely acceptance that key water bodies may receive runoff or discharge from the site during the construction, operation and decommissioning of the Proposed Development, and assesses the risk to those water bodies in respect of contamination. Those water bodies examined in the ES include both surface and groundwater.
- 4.12.5 The ES [APP-049] identifies only one potential significant effect as a result of the Proposed Development, and this relates to flooding caused by the installation of cofferdams within the River Aire in respect to the abstraction and discharge infrastructure for Work No 4 (cooling water). This would be particularly likely if the works coincided

with high water levels in the river channel. However, the ES [APP-049] states the mitigation in the form of timing cofferdam construction during the summer months when flows in the River Aire are generally lower would minimise this risk such that significant effects are unlikely. The need for approval for the method of timing for the installation and removal of cofferdams is secured in Requirement 5 (6) of the Recommended DCO.

- 4.12.6 No significant effects from the construction and operation of the Proposed Development in respect of all other flooding matters, drainage and water quality are identified in the ES [APP-049] from the construction of the Proposed Development.
- 4.12.7 Only elements of Work No 4 (cooling water) and Work No 6 (gas pipeline) would be within Flood Zone 3 areas. The ES [APP-049] states that there would be no significant residual effects caused to flooding from the construction of Work No 6 (gas pipeline) as they would be below ground, temporary, and the land would be restored to its existing condition. Construction practices to prevent flooding and to control leakages and other spillages from entering the watercourses would be strictly controlled, and flood prevention through the storage of construction materials outside of floodplains where possible would prevent flooding in the area or avoid any adverse environmental effects if the site flooded during construction. All of the above are secured by Requirements 14 (flood risk), 15 (contaminated land and groundwater), and 18 (CEMP) of the Recommended DCO.
- 4.12.8 During the operation stage, although precise figures will not be known until the detailed design stage, the ES [APP-049] states that the water abstraction levels from the River Aire for cooling purposes would be substantially lower (less than half) than that needed for the existing coal-fired power station, while discharge temperatures would have a limit of a maximum of 10 degrees centigrade above the temperature of the water abstracted from the River Aire. Currently the existing coal-fired power station can discharge at a maximum of 30 degrees. Measures to prevent flooding and to control leakages and other spillages from entering the watercourses, as well as the discharge temperatures from the operation of the Proposed Development would be regulated through the EP regime.
- 4.12.9 The proposal to treat surface water during operation would be to utilise an existing drainage system at the south east corner of the site; currently disused; which would drain surface water into the Hensall Dyke, and which run-off rates would be controlled to prevent flooding. This is secured by Requirement 13 of the Recommended DCO. Decommissioning effects are anticipated to be similar to those for construction, such that there would be no significant effects. Decommissioning is secured by Requirement 36 of the Recommended DCO.
- 4.12.10 The ES [APP-049] states that the Proposed Development would not pose any significant risk to deterioration of surface water bodies,

groundwater bodies and their ecosystems. The Proposed Development would therefore not conflict with the Water Framework Directive (WFD) and subsequent legislation to protect waterbodies. The EA in its WR [REP2-032] endorses the ES [APP-049] on this matter.

Examination

- 4.12.11 No IPs raised any concern during the Examination in respect of the principle of the Proposed Development within higher-risk Flood Zone areas. I was satisfied at the outset that the Proposed Development constitutes essential infrastructure and thus complied with the Exceptions Test for development within Flood Zone 3 areas. The SoCG signed between the Applicant and the EA [REP3-008] concurs with this, as well as the fact that there would be no significant effects to flood risk, with flood risk prevention matters secured by Requirement 14 of the Recommended DCO.
- 4.12.12 Given that the ES [APP-049] identifies the use of cofferdams as potentially resulting in significant effects, it is not surprising that this matter was the main concern raised by IPs in the Examination particularly in relation to flooding caused by pollution, and disruption to navigation.
- 4.12.13 As set out in Chapter 2 of this Report, cofferdams would be required to inspect and then potentially replace the cooling water abstraction and discharge infrastructure. CRT [RR-008 and REP2-031] was principally concerned with the non-tidal section of the River Aire of which it has statutory responsibility, and where the abstraction point lies; the MMO [RR-019 and REP2-033] with the tidal section and the discharge point.
- 4.12.14 I asked a number of WQs [PD-007] on individual matters raised by the Canal & River Trust (CRT) and the Marine Management Organisation (MMO) in respect to cofferdams, and noted the Applicant's response [REP2-014], which included the submission of a revised Framework CEMP [REP2-020] to restrict installation of the cofferdam to during summer/lower flow periods; and measures to undertake sediment contamination testing mitigation measures.
- 4.12.15 Nevertheless, at the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV-010] I asked for further clarification and an explanation from the Applicant as to the position on cofferdam construction and removal.
- 4.12.16 The Applicant responded at the event, as well as in writing for at DL 3 [REP3-010] that at the cooling water abstraction point the cofferdam would extend approximately 11 m from the riverbank into the River Aire in order to allow works to the existing abstraction structure. This would include a concrete apron extending approximately 8 m from the riverbank. At the cooling water discharge point, the cofferdam will extend approximately 22 m from the top of the riverside embankment in order to allow works to the existing discharge structure and associated concrete apron which would extend approximately 18 m

from the top of the embankment. A Deemed Marine Licence (DML) is required in respect of the latter works, which is set out in Schedule 13 of the Recommended DCO.

- 4.12.17 The Applicant further stated [EV-007 - EV-010] and [REP3-010] that it is anticipated that the cofferdam at the abstraction point will be required for two separate three month periods, with an intervening gap of approximately six months so as to reduce the duration of the cofferdam being present in the water for ecological, flood risk and hydrodynamic, erosion and scour purposes. The first three-month period will comprise inspections, measurements and cleaning of the existing structure to inform the detailed design of works required to upgrade/ reconstruct the existing infrastructure. It is anticipated that the cofferdam at the discharge point would be required for one three to six-month period. The timing of these works at the water intake between May and September, and the phasing of these works has been selected to avoid periods of higher water levels in the river and also to avoid any salmonid migration periods, the latter of which I have mentioned to above.
- 4.12.18 CRT made no further WR on the matter in respect to cofferdams. The MMO [REP3-026] continued to raise some concerns in respect to the wording and specific provisions in the draft DML [APP-005] including revisions to the co-ordinates identified in Tables 12 and 13 and a requirement for a method statement on the removal of the cofferdams. These were resolved with various iterations and updated of the DCO and the Deemed Marine Licence Coordinates Plan [APP-025] updated at DL7 [REP7-002] during the Examination.
- 4.12.19 Both the SoCG signed between the Applicant and the MMO [REP8-007] and the unsigned but agreed in all other respects with CRT [REP9-015 and REP9-016] accepts that the installation and removal of the cofferdams would not give rise to significant effects, and mitigation is adequately secured by Requirements 5 (design) and 18 (CEMP) in respect to sediment control and pollution in the River Aire in the Recommended DCO, as well as the provisions contained within the Recommended DML. It is also agreed that eel screens, initially a concern raised by CRT in its RR [RR-008] are adequately secured by Requirement 5 of the Recommended DCO.
- 4.12.20 The EA stated in its RR [RR-013] that it had concerns regarding the proposed method of construction for Work No 6 [gas pipeline] where it would cross the River Aire and the implications on flooding and flood defences. This matter was resolved by DL 2 as the parties had agreed that Horizontal Directional Drilling would be used, secured by Requirement 5(8) of the Recommended DCO. The Applicant and the EA further agreed [REP3-008] that an additional requirement was deemed necessary to ensure that Work No 6 (gas pipeline) would not affect the EA's flood defences, and this is secured by Requirement 40 of the Recommended DCO.

- 4.12.21 The SoCG signed between the Applicant and the EA [REP3-008] agrees, for the reasons given above, that there would be no significant effects on flood defences, flooding or water pollution caused from the construction and operation of the Proposed Development. The parties also agreed that Requirements 13 (foul and surface water drainage); 15 (contaminated land and groundwater); 18 (CEMP) and 25 (piling) adequately secure an assessment of no significant effects.
- 4.12.22 NYCC/SDC in their LIR [REP2-039] stated that NYCC in its capacity as the Lead Local Flood Authority had no specific concerns in respect to flood risk. However, as the site falls within the Danvm Drainage Commissioners of the Shires Group of Internal Drainage Boards (IDB) administrative boundary, their view on the acceptability of surface drainage should be sought.
- 4.12.23 However, the IDB did not participate orally or in writing during the Examination, and I asked NYCC/SDC at the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV-010] whether they could provide a response on behalf of the IDB as to their views on surface water drainage matters. In their response at DL 4 [REP4-009], NYCC/SDC confirmed that the IDB had no objection or concern to the proposed method of surface water drainage.
- 4.12.24 I asked a number of other WQs [PD-007] in respect of flooding matters in respect to the cooling system (hybrid or wet) water abstraction and discharge, the River Aire crossing, and whether drainage of farmland is adequately secured in the draft DCO [APP-005]. I was satisfied with the responses given by the Applicant [REP2-014] and asked no further WQs on the matter.

ExA Conclusion

- 4.12.25 I concur with the EA that the Proposed Development would amount to essential infrastructure, and as such satisfies the Sequential and Exemption Tests required by NPS EN-1. I am satisfied that the cofferdam installation and removal would not have significant effects on flooding or cause adverse pollution to the watercourses, and that adequate securities to ensure this is the case are contained within the Recommended DCO and DML.
- 4.12.26 I am also satisfied that the Proposed Development would have no significant effects in respect to flooding, flood defences and pollution of ground and surface water, that it would accord with the WFD, legislation and policy requirements and that adequate measures are secured in the Recommended DCO and DML.

4.13 LAND CONTAMINATION AND GROUND CONDITIONS

Policy and ES Findings

- 4.13.1 Chapter 12 of the ES [APP-050] assesses the effects of the proposed development on land contamination and the existing ground conditions. The methodology is based on an assessment of the

historical ground condition information and previous surveys, and the potential risks to people, surrounding land uses, ecological receptors, buildings, soils and groundwater from the construction, operation and decommissioning of the Proposed Development.

- 4.13.2 The ES [APP-050] states that the existing coal-fired power station site is likely to be contaminated, and any significant contamination within the Proposed Development site would be identified and remediated. Best practice measures to protect construction staff; and to minimise and prevent risks from leaks or spillages will be used. These matters are secured in Requirements 15 (Contaminated Land) and 18 (CEMP) of the Recommended DCO. The ES [APP-050] states if piling is required, a piling risk assessment will be submitted, this is secured by Requirement 25 of the Recommended DCO. There would as such be no significant adverse effects on land contamination during construction.
- 4.13.3 The ES [APP-050] states that operational management is subject to the EP regime, but that effective management of the site to avoid soil and groundwater pollution will be used. There would therefore be no significant adverse effects during the operation of the Proposed Development. Decommissioning effects are predicted to be similar to construction, and Requirement 36 of the Recommended DCO would ensure decommissioning matters are properly considered.

Examination

- 4.13.4 No RRs or WRs were received during the Examination raising concerns on land contamination issues. I equally was satisfied with the assessment in the ES, and I posed no WQs on this issue. SoCGs between the Applicant and the EA [REP3-008] and NYCC/SDC [REP9-005] agree that the scope of the ES is acceptable and that Requirements 15 and 18 of the Recommended DCO adequately secure the safe construction and operation of the Proposed Development in this regard. The SoCG signed between the Applicant and the Coal Authority [REP2-012] agrees the ES adequately assesses the potential effects on land stability.

ExA Conclusion

- 4.13.5 I am content that the Proposed Development accords with all legislation and policy requirements and that land contamination and ground conditions matters are adequately provided for and secured in the Recommended DCO.

4.14 LANDSCAPE AND VISUAL

Policy and ES Findings

- 4.14.1 Paragraph 5.9.5 of NPS EN-1 states that the Applicant must carry out a landscape and visual assessment and report it in the ES, and that it should include reference to any landscape character assessment and

associated studies as a means of assessing landscape impacts relevant to the proposed project.

- 4.14.2 Paragraph 5.9.6 of NPS EN-1 states that the Applicant's assessment should include the effects during construction of the project and the effects of the completed development; and its operation on landscape components and landscape character. Paragraph 5.9.7 states that the assessment should include the visibility and conspicuousness of the project during construction and of the presence and operation of the project and potential impacts on views and visual amenity, and should include light pollution effects, including on local amenity, and nature conservation.
- 4.14.3 Paragraphs 5.9.8 and 5.9.18 of NPS EN-1 state that virtually all nationally significant energy infrastructure projects will have effects on the landscape and visual receptor points, and the SoS will need to consider that the scheme has been designed carefully, taking account of the potential impact on the landscape and that the visual effects on sensitive receptors, such as local residents, and other receptors to the local area, outweigh the benefits of the project. Paragraph 5.9.8 goes on to say that having regard to siting, operational and other relevant constraints the aim should be to minimise harm to the landscape, providing reasonable mitigation where possible and appropriate.
- 4.14.4 Chapter 16 of the ES [APP-054] assesses the effect of the Proposed Development on landscape and visual receptors. The study area for both has been formed by professional judgement on where there would be potential significant direct or indirect effects on landscape character and sensitive viewpoints from the construction and operation of the Proposed Development. It states that the tallest element of the Proposed Development, which would be the stack, would be highly unlikely to result in significant effects beyond a distance of 10km, and the assessment therefore focusses on areas and receptors within this radius.
- 4.14.5 The ES [APP-054] states that its focus of its assessment of the landscape character is the intervisibility between the Proposed Development and the identified national, regional and local landscape character areas. The assessment of visual effects considers 15 representative viewpoints around the site and examines the construction, operation and decommissioning effects on those receptors. The ES [APP-054] further states that the location for the proposed CCGT was selected due to an existing embankment and vegetation which borders the proposed CCGT site and which therefore provides screening for the low-level structures.
- 4.14.6 The ES [APP-054] identifies the application site as falling within the River Aire Corridor Local Landscape Character Area (LCA). The key characteristics of this LCA are described, amongst other things, as being varied because the LCA itself comprises farmland, the River Aire and historic parkland and country mansions on the one hand, and

large scale industrial infrastructure development in particular power stations, and the M62 motorway on the other.

- 4.14.7 The ES [APP-054] states that the Proposed Development would result in changes to the landscape because of the movement of plant and heavy goods vehicles (HGVs) and the introduction of large scale structures during the construction, operation and decommissioning stages of development. However, the site already contains the existing coal-fired power station; and the immediate area contains industrial development, highways and other power stations including Drax, Ferrybridge Multifuel and Ferrybridge C power stations as well as the forthcoming Knottingley power station. While the Proposed Development would result in some removal of trees on the site itself, the ES [APP-054] states that there would be no significant adverse effects from the construction of the Proposed Development.
- 4.14.8 The ES [APP-054 and APP-092 - APP-093] identifies a number of visual receptor points where there could be significant visual effects caused by the construction of the proposed CCGT. These would be:
- Viewpoint 1 - Selby Road 1km to the west of the proposed CCGT site;
 - Viewpoint 3 - Weeland Road 0.7km to the south;
 - Viewpoint 5 - Gallows Hill 0.8km to the east;
 - Viewpoint 6 - Ings Lane 1.5km to the north east; and
 - Viewpoint 15 - Station Road 1km to the south east.
- 4.14.9 In addition, the ES [APP-054 and APP-092 - APP-093] identifies that there could be significant effects caused by the construction of Work No 7 (AGI) at Viewpoint 10, West Lane 0.1km to the north.
- 4.14.10 The ES [APP-054] proposes no specific mitigation, because it states it is not possible to do so owing to the size of the buildings and structures involved.
- 4.14.11 As I set out later in this Report, the existing coal-fired power station is to be demolished; this being secured by way of a s106 Planning Agreement. Nevertheless there is a distinct probability that some overlap between the opening and operation of the proposed CCGT and the removal of the existing station.
- 4.14.12 In the event that both the proposed CCGT becomes operational with the existing coal-fired power station in-situ albeit for a short period of time, the ES [APP-054] states that there would be no significant effects on landscape character as the new station would sit alongside, and within the context of, its older counterpart. Once removed, the proposed CCGT would have a significant adverse effect on the LCA, but considerably less so than the existing coal-fired power station. Some mitigation is proposed in the form of enhancement of the existing landscape screen planting, secured by Requirement 6 of the Recommended DCO.

- 4.14.13 A number of visual receptors are identified in the ES [APP-054] as being significantly adversely affected by the operation of the proposed CCGT both with the existing coal-fired power station in-situ, as well as when it is removed. These would be the same viewpoints as identified in paragraph 4.14.8 with the following additional receptors:
- Viewpoint 7 - Chapel Haddlesey 2km to the north; and
 - Viewpoint 9 - Brayton 6.7km to the north
- 4.14.14 Again the ES [APP-054] states that no specific mitigation is proposed owing to the size of the buildings and structures involved.
- 4.14.15 The ES [APP-054] states that decommissioning effects would be similar to the construction effects and thus not significant in terms of landscape character, but would likely be significant at the visual receptors identified above. These would, however, be temporary and their effects reversible.

Examination

- 4.14.16 I did not identify any significant issues of concern during the Examination. No IPs raised any significant concerns in respect to the effect of the Proposed Development on landscape and visual receptors. CRT in its RR [RR-008] stated that it expected to see enhanced mitigation through strengthening woodland and other planting, and I am satisfied the Applicant has committed to this and that planting is secured through Requirement 6 of the Recommended DCO.
- 4.14.17 In its LIR [REP2-039], NYCC/SDC stated that it accepted the scope and assessment in the ES [APP-054], and that the overall residual effects of the development are likely to be beneficial in comparison with the effects of the existing coal-fired power station. The LIR [REP2-039] and NYCC/SDC's WR [REP2-037] stated that the loss of the historic existing station would be replaced by a less dominant and considerably smaller structure allowing some form of rural character to be restored.
- 4.14.18 Notwithstanding, the LIR [REP2-039] and WR [REP2-037] stated that the Proposed Development would require the removal of some existing woodland, and that the ILBS [APP-035] and updated at DL8 [REP8-006] was inadequate in respect to hedgerow loss and planting, and that it needed to improve the green infrastructure of the surrounding landscape. I asked both NYCC/SDC and the Applicant in my FWQs [PD-011] to expand this.
- 4.14.19 The Applicant [REP5-005] and [REP6-001] and NYCC/SDC [REP5-012] responded that the parties had agreed that the issue could be resolved with the re-wording of Requirement 6. The draft SoCG submitted at DL 7 [REP7-003] included the agreed revised wording. I considered these changes against the draft DCO to be acceptable, and I posed the changes be made in my draft DCO [PD-013]. The wording of the updated DCO submitted at DL 8 [REP8-003] reflects this agreed change and is set out in the Recommended DCO.

- 4.14.20 The SoCG signed between the Applicant and NYCC/SDC [REP9-005] and the EA [REP3-008] agree the scope and assessment of the ES [APP-054] is sufficient, and that Requirement 6 of the Recommended DCO adequately secures the management and maintenance of existing planting as well as replacement planting. NYCC/SDC's existing concerns in respect to green infrastructure and biodiversity are addressed earlier in this Report, but the SoCG [REP9-005] agrees that the financial contribution for off-site habitat works adequately addresses these concerns.
- 4.14.21 Ms Laurenson in her RR [RR-015] expressed concerns in respect to the control of artificial lighting and light pollution. I am not clear whether Ms Laurenson's concern related to human health or effects on landscape character and visual receptors. Nevertheless, I am satisfied that Requirement 8 of the Recommended DCO secures approval for a scheme of construction and operational lighting before commencement of the Proposed Development.
- 4.14.22 I asked a number of other WQs [PD-007] in respect of baseline data and methodology, the design of the proposed CCGT and AGI, and on aviation lighting. I also sought additional photomontages particularly from Viewpoint 15 which were provided [REP2-028 and REP2-029]. I was satisfied with the responses given by the Applicant [REP2-014] and asked no FWQs on these matters.

ExA Conclusion

- 4.14.23 There is no doubt that the proposed CCGT would be a considerably-sized building that would, from the viewpoints identified above, be a dominant structure and would have significant visual effects on residents, footpath users and road users alike. However, I am mindful of the advice contained within NPS EN-1 that new power stations are likely to have visual effects and that this must be weighed against the benefits and need for the scheme. I have set out above that both have been unquestionably established in my judgement.
- 4.14.24 Furthermore, the photomontages which accompany the ES [APP-093] illustrate that, both in summer and winter months, the Proposed Development would be considerably less prominent or dominant both on the landscape and on identified visual receptors than the existing coal-fired power station. I apportion considerable weight to this benefit.
- 4.14.25 I am therefore satisfied that the Proposed Development would accord with all legislation and policy requirements and that landscape and visual matters are adequately provided for and secured in the Recommended DCO.

4.15 NOISE AND VIBRATION

Policy and ES Findings

- 4.15.1 Section 5.11 of NPS EN-1 refers to the Government's policy on noise within the Noise Policy Statement for England. Paragraph 5.11.8 states that construction projects should have the quietest cost-effective plant available; contain noise within buildings wherever possible; optimise plant layout to minimise noise emissions; and, where possible, utilise landscaping, bunds or noise barriers to reduce noise transmission. This message is primarily repeated in Paragraph 2.7.5 of NPS EN-2. Paragraph 2.20.4 of NPS EN-4 in respect to AGI states that these may be located in quiet rural areas, and therefore the control of noise from these facilities is likely to be an important consideration.
- 4.15.2 The Explanatory Note which accompanies the Noise Policy Statement for England provides further guidance on defining 'significant adverse effects' and 'adverse effects'. One such concept identifies Lowest Observable Adverse Effect Level (LOAEL), which is defined as the level above which adverse effects on health and quality of life can be detected.
- 4.15.3 Chapter 9 of the ES [APP-047] assesses the effect of the Proposed Development on noise and vibration. The ES identifies potential noise sensitive receptors around the site and measures increased effects using noise models, with the results compared with recorded baseline noise levels at the identified receptors during the day and night. Predicted change has been compared with national standards to determine whether likely significant effects would occur, and the assessment considers both a single-shaft and multi-shaft design.
- 4.15.4 The criterion for the LOAEL is a predicated construction noise level equal to the existing ambient noise level at each identified noise sensitive receptor resulting in a 3 decibel (dB) increase in noise level when combined with the ambient noise level. This is rounded to the nearest 5 dB figure which derives the Threshold Value. Thus the LOAEL for noise sensitive receptors is 5dB or over.
- 4.15.5 Vibration effects have been assessed insofar as if piling works are necessary during construction, however the ES [APP-047] dismisses any significant effects occurring from construction and operation of the Proposed Development owing to the distance to neighbouring buildings.
- 4.15.6 The ES [APP-047] identifies no significant adverse effects from construction of the Proposed Development including traffic noise during the daytime period owing the proximity and distance between the application site and neighbouring buildings. There is potential for significant adverse effects if certain construction activities were to coincide with demolition activities of the existing coal-fired power station. However, the ES [APP-047] states that mitigation is secured

through Requirement 23 of the Recommended DCO to ensure a scheme for noise control is approved prior to commencement activities.

- 4.15.7 The ES [APP-047] identifies a number of potential short-term and temporary significant adverse effects during constructions of Work No 5 (borehole and towns water connections) on the adjacent sports club; and from Work No 4 (cooling water infrastructure), Work No 6 (gas pipeline infrastructure) and Work No 7 (AGI) on local residents. In all cases, best practice measures to control construction noise would be implemented, and are secured by Requirements 18 (CEMP), 20 (CTMP) and 23 (scheme for controlling construction noise and vibration) of the Recommended DCO.
- 4.15.8 Operational noise is controlled through the EP regime in accordance with BAT, thus is regulated by the EA. The ES [APP-047] states that daytime operational noise would not cause any significant effects as they would not exceed LOAEL levels.
- 4.15.9 Night time operational noise levels would, at some identified noise receptor points, exceed the LOAEL with noise levels being between 7 and 8 dB over the night time background sound levels. Thus would potentially have a significant adverse effect. However, the ES [APP-047] states that the increases are slight because it would only amount to a 1dB increase against ambient night time noise levels. But in any event, the ES [APP-047] states that noise levels would be below 40 dB at night time and thus they would comply with World Health Organisation Guidelines which observes these levels as acceptable not to disrupt sleep or cause environmental insomnia and increased use of somnifacient drugs and sedatives.
- 4.15.10 The ES [APP-047] identifies low volumes of traffic generated during the operational stage of the Proposed Development and as such there would be no significant effects due to this source. Decommissioning effects would be similar to those for the construction, and are secured by Requirement 36 of the Recommended DCO.

Examination

- 4.15.11 NYCC/SDC in their LIR [REP2-039] and WR [REP2-037] raised concerns with the night time operational noise levels, and in particular the wording of Requirement 24 of the draft DCO as submitted with the Application [APP-005]. This stated:
- (1) *No part of the authorised development must be brought into commercial use until a scheme for management and monitoring of noise during operation of the authorised development has been submitted to and approved by the relevant planning authority.*
 - (2) *Noise (in terms of the BS4142:2014 rating level) from the operation of the authorised development must be no greater than around +5 dB different to the defined representative background*

sound level adjacent to the nearest residential properties at such location as agreed with the relevant planning authority.

(3) *The scheme must be implemented as approved unless otherwise agreed with the relevant planning authority.*

- 4.15.12 In its RR [RR-018], WR [REP2-037] and LIR [REP2-039], NYCC/SDC expressed concerns that predicted night time noise level increases as indicated within the ES [APP-047] would be perceptible at the identified sensitive noise receptors. NYCC/SDC did not agree or accept that the operational noise levels should be allowed a tolerance increase of 5dB at all times as set out in subparagraph (2) to Requirement 24, particularly as the ES [APP-047] had identified no increases in noise during daytime hours.
- 4.15.13 I had asked the parties to comment further on this point in my WQs [PD-007]. NYCC/SDC stated in its response [REP2-038], replicated to some extent by the Applicant in its response [REP2-014] that further discussions had taken place between the parties which suggested that actual increases in noise would amount to 3 dB from both the single- and multi-shaft parameters. Because of this, NYCC/SDC sought a change to Requirement 24(2) requiring that noise levels not exceed 0dB during the daytime and 3dB at night time. In its WR [REP2-037], NYCC/SDC stated that they were unable to agree revised wording with the Applicant.
- 4.15.14 I tabled the issue as a main agenda item at the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 to EV-010]. At this event, I asked the parties for an outline of their respective positions. The Applicant explained that work had been undertaken to see if the rating levels of 0 dB during the daytime and 3 dB during the night time could be achieved. This, the Applicant stated, is dependent on the final design, but that discussions with the Applicant's technology providers had subsequently confirmed that 0 dB could be achieved during the daytime, but it was not in a position to commit to a 3 dB level tolerance at this early concept design stage. It could however achieve a rating level of 5 dB at night.
- 4.15.15 On that basis, I asked the Applicant why Requirement 24(2) could not include the provision to restrict daytime noise levels to 0 dB, and it agreed. I also asked whether the 5 dB night time rating could be retained within Requirement 24 of the draft DCO [APP-005] but whether an additional provision could be made in which the Applicant could commit to a restriction of a lower night time tolerance level once it had established the final design. This was also accepted by the Applicant and NYCC/SDC. Requirement 24 was subsequently updated at DL 3 [REP3-003]. NYCC/SDC confirmed in their response [REP5-012] to my FWQ [PD-011] that subject to very minor modifications, they were content with the revised wording.
- 4.15.16 The SoCG signed between the Applicant and NYCC/SDC [REP9-005] and the EA [REP3-008] agrees the scope and assessment undertaken in the ES [APP-047] and the wording of Requirement 24 of the

Recommended DCO, albeit that the wording contained in the SoCG with the EA predates that prescribed within the Recommended DCO. The SoCG between the Applicant and NYCC/SDC also states that an initial matter raised by NYCC/SDC in the WR [REP2-037] in respect to changes to Requirement 23 of the draft DCO [APP-005] were subsequently deemed to be unnecessary.

- 4.15.17 Mr Laurenson and Ms Laurenson in their RRs [RR-009 and RR-015] raised a general concern on noise matters, however I am satisfied that these have been adequately addressed in the ES [APP-047]. No further WRs were received during the Examination.

ExA Conclusion

- 4.15.18 I am satisfied that the potential significant adverse effects from construction practices that I have identified above would be short-term and temporary, and would be minimised through the implementation of the requirements contained within the Recommended DCO. The Proposed Development would accord with all legislation and policy requirements and that noise control management matters and vibration are adequately provided for and secured in the Recommended DCO.

4.16 STATUTORY NUISANCE AND HUMAN HEALTH

Policy and ES Findings

- 4.16.1 Chapter 19 of the ES [APP-057] assesses the effect of the Proposed Development on human health. The assessment approach examines the potential effects on human health in each relevant subject matter, as well as the potential for electromagnetic effects.
- 4.16.2 The ES [APP-057] states that it has examined the construction and operational phases of the Proposed Development in respect to air quality, noise and vibration, traffic and transport, water resources, flood risk and drainage, geology and land contamination and land use, agriculture and socio-economic matters. It concludes no significant effects particularly following mitigation through the secured requirements in the Recommended DCO. The ES [APP-057] identifies potential operational effects from exposure to electromagnetic effects would be limited because no new overhead lines are proposed, therefore would not result in any significant effects. Health effects to workers from hazardous or non-hazardous materials are regulated by the EA as part of the EP regime.
- 4.16.3 The Application is also accompanied by a Statutory Nuisance Statement [APP-034]. For the purposes of s79 of the Environmental Protection Act (EPA), it identifies the following as potentially being significant:
- Any premises in such a state as to be prejudicial to health or a nuisance in respect to landscape and visual;

- Noise emitted from the premises so as to be prejudicial to health or a nuisance; and
- Noise that is prejudicial to health or a nuisance and is emitted from or caused by a vehicle, machinery or equipment in a street.

4.16.4 However, the Statutory Nuisance Statement [APP-034] states no significant effects from noise or visual nuisance would occur following the implementation of the identified embedded mitigation measures, and the operation of the Proposed Development will be regulated by the EA through the EP regime. Article 37 of the Recommended DCO would provide a defence, subject to certain criteria, to proceedings in respect of statutory nuisance falling within sub-paragraph of s79(1)(g) of the EPA.

Examination

4.16.5 A number of RRs particularly from local residents were understandably concerned about the effect of the Proposed Development on their health and well-being. Mr Laurensen [RR-009] cited noise and the general effects on local residents as an issue, supported by Ms Laurensen [RR-015], and I am satisfied these are adequately addressed in the ES and in the Recommended DCO.

4.16.6 Mr Turner on behalf Ms Sahay [RR-003] also raised noise concerns, but also asked about safety in respect to the proximity between local residences to Work No 6 (gas pipeline). The Applicant responded [REP2-030] stating that the design and construction of the pipeline must meet stringent safety standards and will be checked by independent engineers before any gas is passed through the pipeline. Regular monitoring and periodic inspections will be undertaken when the pipeline is operational to confirm that the pipeline remains fully integral and safe.

4.16.7 In its RR, the Health and Safety Executive (HSE) [RR-014] stated that additional information was needed on the extent and severity of hazards on local populations and adjacent major hazard installations; and the risks associated from any potential loss of fuel gas. I posed this as a WQ [PD-007] to the Applicant. Its response [REP2-030 and REP2-014] stated that it had undertaken a Concept Safety Review the results of which were submitted at DL 2 [REP2-026]. This concluded that while more detailed assessment of hazard scenarios and their prevention will be undertaken at the detailed design stage through a Hazard and Operability Study and Hazard Identification reviews, no hazard scenarios or concerns were identified that require more detailed consideration or mitigation at the consenting stage. Accident prevention also forms part of the EP regime. The HSE took no further participation in the Examination.

4.16.8 The Civil Aviation Authority expressed in its RR [RR-012] concerns on aviation lighting on tall structures and stacks. However the SoCG signed between them and the Applicant at DL 1 [REP1-008] confirms agreement that Requirements 29 and 30 of the Recommended DCO

adequately secures the aviation lighting agreement prior to commencement of the Proposed Development.

- 4.16.9 Ms Laurenson in her RR [RR-015] expressed concerns in respect to the control of artificial lighting and light pollution. I am not clear whether Ms Laurenson's concern related to human health or effects on landscape character and visual receptors. Nevertheless, I am satisfied that Requirement 8 of the Recommended DCO secures approval for a scheme of construction and operational lighting before commencement of the Proposed Development. No further WR were received during the Examination.

ExA Conclusion

- 4.16.10 I fully appreciate and understand local residents concerns in respect to ensuring quality of life, health and well-being is maintained, and this is an important consideration in the Examination. I am satisfied that the Proposed Development would have no significant effects during construction and operation of the Proposed Development on human health, nor would any of the activities amount to a statutory nuisance.
- 4.16.11 I am disappointed that the HSE took no further part in the Examination of the application, and as such did not inform me whether it was content with the Applicant's response to my WQs [PD-007] I posed based on its RR [RR-014]. Nevertheless, I am satisfied that the Applicant has provided a thorough and competent response, and that HSE's comments have been addressed.
- 4.16.12 The Proposed Development would accord with all legislation and policy requirements and that adequate measures are provided for and secured in the Recommended DCO.

4.17 SUSTAINABILITY AND CLIMATE CHANGE

Policy and ES Findings

- 4.17.1 Chapter 18 of the ES [APP-056] assesses the effects of the Proposed Development on sustainability and climate change. The assessment methodology considers the wider impacts predicted to arise as a consequence of the Proposed Development.
- 4.17.2 The ES [APP-056] states that during construction, basic principles of environmental sustainability including minimising the use of natural resources, greenfield land and water will be deployed. This will be secured through the final design and the implementation of Requirement 18 (CEMP); Requirement 26 (Site Waste Management Plan (SWMP)); and Requirement 20 (Construction Traffic Management Plan (CTMP)) which are secured in the Recommended DCO.
- 4.17.3 The ES [APP-056] also sets out the improvements in operational effects when compared to the existing coal-fired power station including the potential to incorporate CHP; its reduced air quality emissions and carbon savings; and a significant reduction in cooling

water intake from the River Aire. The existing railway would be utilised if feasible to do so. Decommissioning effects would be secured by Requirement 36 of the Recommended DCO.

Examination and ExA Conclusion

- 4.17.4 No concerns were raised by any IP. I had no matters of concern in this regard and I posed no WQs during the Examination. I am satisfied that the Proposed Development would not give rise to significant effects taken by itself, and would amount to considerable betterment on sustainability and climate change over the performance of the existing coal-fired power station. The Proposed Development would accord with all legislation and policy requirements and that sustainability and climate change management matters are adequately provided for and secured in the Recommended DCO.

4.18 TRAFFIC AND TRANSPORT

Policy and ES Findings

- 4.18.1 Paragraph 5.13.2 of NPS EN-1 states that the consideration and mitigation of transport impacts is an essential part of Government's wider policy objectives for sustainable development. Paragraphs 5.13.3 and 5.13.4 states that the Applicant should undertake a transport assessment for any project likely to have a significant transport implication, and where appropriate the Applicant should prepare a travel plan.
- 4.18.2 Chapter 14 of the ES [APP-052] assesses the effects of the Proposed Development on traffic and transport. It identifies the existing access points currently serving the existing coal-fired power station two connections directly served by the A19 (Hensall Gate and Tranmore Lane); and a third is located off Wand Lane on the northern side of the site. It identifies that the Tranmore Lane access point would be utilised as the site access for the HGV vehicles, with construction workers using Hensall Gate. Construction traffic routing would be required to travel using only the A19 and M62.
- 4.18.3 The ES [APP-052] assesses the potential effects on the surrounding area, based on the predicted number of vehicle movements generated by the construction and operation of the Proposed Development, and the sensitivity and capacity of the local highway network.
- 4.18.4 The ES [APP-052] sets out a worst-case traffic generation at the peak month of construction. This is anticipated to be 515 construction worker vehicles and 40 HGV movements per day. For the gas pipeline construction, this would amount to 90 construction worker vehicles and up to 40 HGV movements per day. Even accounting for a simultaneous demolition of the existing coal-fired station, the ES [APP-052] states that the predicted traffic movements would not have any significant effects on the surrounding road network, which would have sufficient capacity to absorb the additional demand. The ES further

states that there would be no significant effects caused by the construction of the AGI.

- 4.18.5 The ES [APP-052] further acknowledges that abnormal indivisible loads will be required and that temporary removal of a portion of the A19 and the A645 Weeland Road roundabout will be required. This and other construction traffic would be subject to a CTMP to manage and where possible reduce the number of vehicles accessing the site. This is secured by Requirement 20 of the Recommended DCO. In addition, Requirement 21 of the Recommended DCO requires the submission of a Construction Workers Travel Plan (CWTP); and Requirement 22 of the Recommended DCO secures the limitation of hours on which the Proposed Development can be constructed.
- 4.18.6 The ES [APP-052] states that three Public Rights of Way (PRoW) located to the north of the existing coal-fired power station will need to be temporarily closed to allow construction of Work No 6 (gas pipeline) and Work No 4 (cooling water). As such, there would be a significant adverse effect on the users of this footpath. However, the ES [APP-052] states that these effects would be temporary and therefore not long-term, and once re-opened there would be no significant adverse effect. Requirement 7 of the Recommended DCO secures the need for a PRoW Management Plan to be approved by the relevant planning authority prior to the commencement of the Proposed Development. Schedule 7 of the Recommended DCO lists and secures the PRoWs to be temporarily stopped up.
- 4.18.7 During the operational phase of the Proposed Development, HGV movements would be limited to a maximum of four movements per day and will utilise existing routes and access points. Decommissioning traffic is not expected to be greater than construction traffic, but would fall under the details secured by Requirement 36 of the Recommended DCO.

Examination

- 4.18.8 NYCC/SDC in their LIR [REP2-039] accepted the findings in the ES that the Proposed Development would not have any significant effects on the local highway network or PRoWs from construction and operation phases, or the demolition of the existing coal-fired power station. The SoCGs signed between the Applicant and NYCC/SDC [REP9-005], and between the Applicant and Highways England [REP1-002] confirms this position with no areas of disagreement on this matter.
- 4.18.9 A notable word of caution is expressed in the LIR [REP2-039] in respect to the construction of the gas pipeline infrastructure and the AGI because of the surrounding road network, which is akin to rural lanes. NYCC/SDC stated [REP2-039] that a limitation of construction vehicles must be agreed and no use of Fox Lane can be acceptable. However, NYCC/SDC [REP2-039] accepts that these matters will be subject to the CTMP which is secured by Requirement 20 of the Recommended DCO, and I note that the updated Land Plans [REP6-

006] indicate that temporary access roads to serve the construction of Work No 6 (gas pipeline) are proposed. Schedules 3, 4, 5 and 6 of the Recommended DCO set out those roads to be affected.

- 4.18.10 I am satisfied that the concerns raised by Mr Turner on behalf of Ms Sahay [RR-003]; by Mr Laurenson [RR-009] and Ms Laurenson [RR-015] and Royal Mail [RR-017] in their RRs in respect to general concerns on the effects of the proposed development on the local highway network have been adequately addressed in the ES, and the mitigation measures are firmly secured in the Recommended DCO.
- 4.18.11 I asked a number WQs [PD-007] on matters relating to the CTMP and others which I am satisfied were satisfactorily answered by the Applicant at D2 [REP2-014]. No discussion on transport matters took place at the ISH on Environmental Matters and I did not need to pose any further questions during the Examination.
- 4.18.12 The SoCG signed between the Applicant and NYCC/SDC [REP9-005] and Highways England [REP1-002] agree that the proposed development would have no significant effects on the local highway network from construction, operational and decommissioning activities of the Proposed Development, and that the CTMP and CWTP are adequately secured in the Recommended DCO.

ExA Conclusion

- 4.18.13 Construction traffic at its peak would result in a hive of activity from the site, and a considerable level of construction and operative vehicles using the local highway network. However, I am satisfied that the ES has adequately assessed its effects and I concur that there would be no significant effects from construction, including demolition of the existing coal-fired power station, and operational activities from the Proposed Development. The Proposed Development would accord with all legislation and policy requirements and that traffic and transport management matters are adequately provided for and secured in the Recommended DCO.

4.19 WASTE MANAGEMENT

Policy and ES Findings

- 4.19.1 Paragraph 5.14.1 of NPS EN-1 states that Government policy on hazardous and non-hazardous waste is intended to protect human health and the environment by producing less waste and by using it as a resource wherever possible. Where this is not possible, waste management regulation ensures that waste is disposed of in a way that is least damaging to the environment and to human health.
- 4.19.2 Paragraph 5.14.2 of NPS EN-1 sets a waste hierarchy approach to manage waste which is prevention; preparation for reuse; recycle; other recovery; disposal. Paragraph 5.14.4 states that all large infrastructure projects are likely to generate hazardous and non-hazardous waste, and that it falls under the EP regime. Paragraph

5.14.6 states that the Applicant should set out the arrangements that are proposed for managing any waste produced and prepare a SWMP. The arrangements described should include information on the proposed waste recovery and disposal system for all waste generated by the development, and an assessment of the impact of the waste arising from development on the capacity of waste management facilities to deal with other waste arising in the area for at least five years of operation.

- 4.19.3 Chapter 17 of the ES [APP-055] examines waste management. The assessment methodology assesses the likely effects associated with the generation of waste and use of resources during the construction and operation of the Proposed Development.
- 4.19.4 The ES [APP-055] states that the construction of the Proposed Development would generate approximately 8000 tonnes of predominately inert construction waste and about 60 tonnes of hazardous construction waste. The ES [APP-055] states this represents only a small proportion of annual waste generated in North Yorkshire. A SWMP would be implemented to control waste management. This is secured by Requirement 26 of the Recommended DCO. The ES states that there would therefore be no significant effects on waste from the construction of the Proposed Development.
- 4.19.5 The ES [APP-055] states that waste generation from the operational stage of the Proposed Development would be negligible and considerably less than the existing coal-fired power station; and any disposal of waste would be treated at a suitably licenced facility as part of the EP regime. Decommissioning impacts are not known at this stage, but again Requirement 36 of the Recommended DCO would ensure this is adequately managed at the appropriate time. The ES states that there would therefore be no significant effects on waste from the operation of the proposed development.

Examination and ExA Conclusion

- 4.19.6 No IPs raised concerns from waste in RRs or WRs, and the matter was not a main issue in the Examination.
- 4.19.7 NYCC/SDC stated in their RR [RR-018], in their WR [REP2-037]; in their LIR [REP2-039] and in the SoCG signed with the Applicant [REP9-005] that they are content with the scope and assessment in the ES and that Requirement 26 of the Recommended DCO for a SWMP adequately secured waste management. I asked only one WQ [PD-007] which was satisfactorily addressed by the Applicant [REP2-014]. No matters on this issue were discussed at the ISH on Environmental Matters.
- 4.19.8 I am satisfied that the Proposed Development would have no significant effects on waste from construction, operation and decommissioning activities. The Proposed Development would accord with all legislation and policy requirements and waste management

matters are adequately provided for and secured in the Recommended DCO.

4.20 CUMULATIVE AND COMBINED EFFECTS

Policy and ES Findings

- 4.20.1 Chapter 20 of the ES [APP-058] examines the cumulative and combined effects of the proposed development. The cumulative assessment considers the environmental effects of the Proposed Development taken with other known planned developments. The combined assessment considers the different types of effects, such as air quality, traffic etc. from the Proposed Development on a single receptor.
- 4.20.2 In respect of the cumulative effects, the ES [APP-058] states that a number of known planned projects have been assessed, including the demolition of the existing power station, and a number of NSIP projects including the constructions and operations of Thorpe Marsh CCGT power station and gas pipeline; Ferrybridge Multifuel power stations; and Knottingley power station and gas pipeline. A number of other schemes including residential and commercial developments have also been identified and assessed. Table 20.2 [APP-058] and Figure 20.1 [APP-095] of the ES present all of the 'other developments' considered as part of the cumulative assessment.
- 4.20.3 The ES [APP-058] identifies two matters where cumulative effects could be significant. These could be firstly from the occurrence from construction traffic emissions should the Proposed Development take place at the same or similar time as other known and planned projects in the area. However, the ES [APP-058] states that while the Applicant is unable to directly control those other activities, it would seek to minimise its own construction traffic (and where possible co-ordinate traffic movements) through the CEMP, CTMP and CWTP which are secured in the Recommended DCO.
- 4.20.4 The second matter concerns the cumulative visual effects of the Proposed Development with the other identified developments. However, as has been discussed above, little mitigation can be undertaken to reduce visual effect of what would inevitably be a large-scale development. No other significant cumulative effects have been identified from construction, operation or demolition of the Proposed Development.
- 4.20.5 The ES [APP-058] identifies no significant effects from the combined effects of the Proposed Development; and required mitigation is adequately secured in the Recommended DCO.

Examination

- 4.20.6 No IPs raised any concerns during the Examination on this matter, and NYCC/SDC did not highlight the matter within its LIR [REP2-039].

- 4.20.7 I posed a number of WQs [PD-007] seeking Table 20.3 of the ES [APP-058] to be expanded to show detail, and to explain and clarify apparent conflicts between this chapter and explanations found in Chapters 14 and 17 of the ES [APP-052 and APP-055]. I am satisfied those matters were adequately responded to by the Applicant [REP2-014 and REP2-019]. It was not necessary to discuss this matter at the ISH on Environmental Matters.
- 4.20.8 The SoCG signed between the Applicant and NYCC/SDC [REP2-039] agrees the scope and assessment undertaken in the ES [APP-058] and that the effects would not to be significant.

ExA Conclusion

- 4.20.9 While undoubtedly the construction and demolition of the Proposed Development would cause disruption on a number of matters, I am satisfied that there are not likely to be any significant cumulative or combined effects from construction, operation and decommissioning activities. The Recommended DCO adequately provides and secures mitigation measures to minimise individual and cumulative effects.

4.21 THE EXISTING COAL-FIRED POWER STATION

Examination

- 4.21.1 The ES [APP-037 to APP-124] examines the effect of the Proposed Development taken with demolition of the existing coal-fired power station. Throughout the Examination the Applicant made it clear that it intended and was committed to demolish it. Nevertheless at the commencement of the Examination, nothing compelled the Applicant to do so. The Applicant stated [REP2-014] that it intended to use the powers under Part 11 of the Town and Country Planning (General Permitted Development) Order 2015 (GPDO) to demolish the existing coal-fired power station. From the outset, I held deeply worrying concerns as to this approach.
- 4.21.2 I requested justification for the absence of any secure method for demolition of the existing coal-fired power station in my WQs [PD-007], as I did not feel the SoS could be assured that the existing coal-fired power station would be demolished and in a timely manner.
- 4.21.3 The Applicant responded [REP2-014] stating that the demolition of the existing coal-fired power station is a separate project and which is independent of the construction of the Proposed Development, and it is therefore appropriate for the two to be consented separately. The Applicant further stated that it was not appropriate or necessary to secure the removal of the existing coal-fired power station within the draft DCO [APP-005] on the basis that there is still uncertainty over the timing of its decommissioning and demolition and its removal is not required to facilitate the delivery of the Proposed Development.
- 4.21.4 I remained dissatisfied with the Applicant's responses [REP2-014] and I tabled this to be a main agenda item for further discussion at the

ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007- EV-010]. At that event and following some searching questions, the Applicant confirmed that nowhere in the Application was there a binding requirement upon it to remove the existing coal-fired station; and that the possibility that the existing coal-fired power station could remain in-situ existed. The Applicant further confirmed [EV-007- EV-010] that Requirement 4 of the Recommended DCO has the effect of sterilising the existing coal-fired station from ever being used once the Proposed Development became operational.

- 4.21.5 Given the possibility that the existing coal-fired power station could remain in-situ and in a state of disuse, the Applicant confirmed [EV-007- EV-010] as a result of my questioning that potentially serious environmental effects could occur if this were to happen, on matters such as contamination of land and watercourses and crumbling structures to name but a few. I then asked the Applicant to direct me to where in the ES it had assessed those environmental consequences in the event of the existing coal-fired station being abandoned as part of the Proposed Development.
- 4.21.6 Because it had not, I asked the Applicant whether the SoS could be satisfied that the worst-case scenario assessed in the ES [APP-037 - APP-124] associated with the existing coal-fired power station being retained in-situ had thoroughly assessed and presented the likely significant environmental effects of the Proposed Development. The question went unanswered and the Applicant instead revisited the approach, opting to update me at DL 3.
- 4.21.7 At the ISH on Environmental Matters [EV-007 - EV-010], I raised the risks to a recommendation to the SoS that the Order be made if I could not advise of the full environmental effects of the Proposed Development in the event that the existing coal-fired power station were not to be demolished.
- 4.21.8 At DL 3, the Applicant proposed to secure the demolition of the existing coal-fired power station [REP3-010 and REP3-014]. This would be way of a development consent obligation under s106 of the TCPA1990 as opposed to the insertion of a Requirement or Schedule in the DCO. A draft version of this development consent obligation was submitted at DL 3 [REP3-014] in which the Applicant proposed to apply for Prior Approval under Part 11 of the GPDO:
- Within two years of the Proposed Development entering commercial operation; and
 - To demolish the existing coal-fired power station within five years of receiving prior approval, or seven years of the first commercial operation of the Proposed Development.
- 4.21.9 I questioned these timings in my FWQ [PD-011], as I deemed these had not been adequately justified. In its response, which was submitted at D5 [REP5-005 and REP5-007] the Applicant proposed to

amend these timings and to apply for Prior Approval under Part 11 of the GPDO:

- Within 12 months of commencement of the Proposed Development; and
- To demolish the existing coal-fired power station within five years of receiving Prior Approval or if Prior Approval is not required, within five years of the first commercial use of the Proposed Development.

4.21.10 A draft version of the development consent obligation was submitted at DL 5 [REP5-007] and the final signed version, which was unchanged, was submitted at DL 9 [REP9-012]. The development consent obligation is conditional on the Order being made and the commencement of the Proposed Development, and there is no power to allow the SoS to strike out the Agreement if he deemed it unnecessary. A number of exemptions are set out in Clause; I am content that those are reasonable, many of which require the approval of the Local Planning Authority.

4.21.11 The SoCG signed between the Applicant and NYCC/SDC submitted at DL 9 [REP9-005] agrees that the demolition of the existing coal-fired power station is adequately secured following my questioning on the matter.

ExA Conclusion

4.21.12 Had the Applicant subsequently not secured the demolition of the existing coal-fired power station, I would not have been convinced that the full environmental effects of the Proposed Development had been understood or examined. I would therefore have had to consider whether I recommended to the SoS that the Order not be made. I therefore place considerable importance on the existence of the development consent obligation [REP9-009] which secures the demolition of the existing coal-fired power station.

4.21.13 Paragraph 204 of the NPPF states that planning obligations should only be sought where they meet all of the following tests:

- Necessary to make the development acceptable in planning terms;
- Directly related to the development; and
- Fairly and reasonably related in scale and kind to the development.

4.21.14 It is my very strong recommendation that the development consent obligation [REP9-012] accords with all three tests, particularly the first for the reasons I have given above. I am therefore satisfied that the demolition of the existing coal-fired power station is adequately secured by means of a legal agreement.

5 FINDINGS AND CONCLUSIONS IN RELATION TO HABITATS REGULATIONS

5.1 POLICY AND LEGISLATIVE BACKGROUND

- 5.1.1 This chapter of the Report sets out the analysis, findings and conclusions relevant to Habitats Regulations Assessment (HRA) and will assist the Secretary of State (SoS) as the competent authority in performing his duties under the Council Directive 92/43/EEC of 21 May 1992 on the conservation of natural habitats and of wild fauna and flora (as amended) ('the Habitats Directive'), as transposed in the UK through The Conservation of Habitats and Species Regulations 2017 (the Habitats Regulations). The requirements of the Habitats Regulations are set out in Chapter 3 of this Report.
- 5.1.2 The broad stages for the HRA process are outlined in the Planning Inspectorate's (the Inspectorate) Advice Note 10 (AN10), in particular the process diagram set out in Figure 1.
- 5.1.3 Consent for the proposed development may only be granted if, having assessed the potential adverse effects of the proposed development on European sites, the competent authority considers it passes the relevant tests in the Habitats Regulations.
- 5.1.4 The SoS is the competent authority for the purposes of the Habitats Directive and Habitats Regulations for energy applications submitted under the Planning Act 2008 (PA2008). I have been mindful throughout the Examination process of the need to ensure that the SoS has an adequate basis of information from which to carry out his duties as competent authority, informed by and compliant with the policy set out in paragraph 5.3.9 of National Policy Statement (NPS) EN-1.
- 5.1.5 As such, I have reviewed the evidence presented during the Examination concerning likely significant effects (LSE) and adverse effects on the integrity of European sites potentially affected by the proposed development both alone and in-combination with other plans or projects.
- 5.1.6 In accordance with the process set out in the Inspectorate's AN10, I drew together all submitted evidence in respect of HRA matters into a Report on the Implications for European sites (RIES) [PD-015]. The RIES compiles, documents and signposts information provided within the application, and the information submitted throughout the Examination by both the Applicant and interested parties (IPs), up to the date of its release as a procedural decision on 25 January 2018 between Deadlines (DL) 5 and 6 of the Examination.
- 5.1.7 This RIES was issued to ensure that IPs, including Natural England, had been consulted formally on Habitats Regulations matters. This process may be relied on by the SoS for the purposes of Regulation 61(3) of the Habitats Regulations.

5.2 THE APPLICANT'S ASSESSMENT AND HRA IMPLICATIONS OF THE PROJECT

- 5.2.1 The Applicant provided a HRA report entitled “Habitats Regulations Assessment (HRA) Matrices Signposting” [APP-111] as part of the Application, which included screening matrices prepared in accordance with the AN10. A revised version of the report was submitted at DL 5 [REP5-006] in response to specific questions and request for information regarding the HRA under Rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010 (as amended) on 5 December 2017 [PD-010]. Paragraphs 3.3.24 - 3.3.43 of the RIES also set out the questions that were posed as part of the Rule 17 request [PD-015].
- 5.2.2 The request under Rule 17 was made following the responses received at Written Questions (WQs) [PD-007], matters discussed at Issue Specific Hearing (ISH) on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV 010], and representations made by IPs during the Examination. I will consider these issues in further detail later in this section of this Report. Subsequent references to "the HRA Report" in this Report are made to this version of the document submitted at DL 5 [REP5-006].
- 5.2.3 The Applicant's HRA Report identified the following European sites as being screened in to the assessment:
- Skipwith Common Special Area of Conservation (SAC);
 - Thorne Moor SAC;
 - Hatfield Moor SAC;
 - Humber Estuary SAC;
 - Humber Estuary Special Protection Area (SPA);
 - Humber Estuary Ramsar;
 - Strensall Common SAC; and
 - North York Moors SAC.
- 5.2.4 Summary information in respect of these sites is provided in Table 10H.1 of the HRA Report [REP5-006] and Table 2.1 of the RIES [PD-015], including their approximate distances from the Proposed Development site and a summary of the primary reasons for site selection and qualifying features.
- 5.2.5 The Applicant provided information [REP5-006] that identifies impacts with potential pathways from the Proposed Development to the qualifying features of the European sites. The impacts and pathways fall within two categories as follows:
- Surface water quality impacts: Potential pathways for surface water pollution to the River Aire (and ultimately to the Humber Estuary SAC/ SPA/ Ramsar) during construction; and
 - Air quality impacts: Potential pathways identified to European sites through emissions to air during the operational phase of the

Proposed Development (i.e. nitrogen and acid deposition to susceptible habitats within the identified European sites).

- 5.2.6 Sections 1.1 and 2.4 of the HRA report [REP5-006] explain that a 10 kilometre (km) radius from the Proposed Development was taken as being the typically accepted zone of influence in which potential pathways for impacts are considered. Therefore European sites within this radius were proposed to be considered. However, the Applicant states [REP5-006] that in response to comments from North Yorkshire County Council (NYCC) and Selby District Council (SDC) during the pre-application period, the 10km radius was extended in order to consider potential effects more conservatively, particularly in effects to habitats susceptible changes in atmospheric nitrogen deposition.
- 5.2.7 The HRA focusses on anticipated operational air quality impacts, which are identified and described in s3.1.2 of the HRA Report [REP5-006] as follows:
- Increased atmospheric concentrations of oxides of nitrogen (NOx) (hourly and annual mean concentrations);
 - Increased nutrient nitrogen deposition;
 - Increased acid deposition (sulphur and nitrogen); and
 - Increased ammonia concentrations (only if/ when SCR abatement is required).
- 5.2.8 The ES [APP-046], [APP-048] and [APP-049] also identifies the River Derwent SAC as being a European site that could be potentially affected by air quality impacts resulting from the Proposed Development. The River Derwent SAC is also identified as a receptor in the Applicant's Technical Note on Air Quality Impacts [REP2-017] and in Appendix H to the HRA Report [REP5-006], although the River Derwent SAC is not referenced anywhere else in the HRA report, for example in Table 10H.1). Despite this there is no formal assessment (or conclusion) within the main body of the HRA report [REP5-006] regarding LSE on the features of the site resulting from impacts to air quality or water quality.
- 5.2.9 In its written comments on the RIES [REP7-005], the Applicant explained they had scoped out the River Derwent SAC as part of the ES [APP-106] on the basis that there were no impact pathways by which the SAC could be affected by the Proposed Development:
- The watercourse is upstream of the proposed development site and therefore there are no surface water pathways or effect from the Proposed Development; and
 - None of the designated features of the SAC are directly susceptible to changes in air quality as a result of emissions from the Proposed Development.
- 5.2.10 Section 3.4 of the HRA Report outlines the Applicant's approach to consideration of in-combination effects. The HRA refers to the list of other projects considered as part of the cumulative impact assessment

presented as part of Table 20.2, Chapter 20 of the ES [APP-058]. A number of projects identified as part of the cumulative assessment in the ES have been scoped out from the HRA in-combination assessment on the basis that there are no impact pathways by which the schemes could adversely affect ecological receptors within the zone of influence.

- 5.2.11 The list of projects and relevant European sites considered by the Applicant as part of the HRA in-combination assessment is presented in table 10H.4 of the HRA report [REP5-006] and summarised in Table 3.1 of the RIES [PD-015].
- 5.2.12 No IPs raised any concerns in relation to the Applicant's identification of European sites or their qualifying habitats and species during the Examination. The extent of the plans and projects considered as part of the assessment of in-combination effects was also not disputed by any IPs during the Examination.
- 5.2.13 Natural England (NE) in its Relevant Representation (RR) [RR-005] stated that "*there are no European sites, Ramsar sites or nationally designated landscapes located within the vicinity of the project that could be significantly affected*". A statement of common ground (SoCG) between the Applicant and NE [REP1-007] recorded the agreement with the Applicant that "*there is unlikely to be any significant effects on designated site features, due to the distance from the sites and the absence of any pathways for potential effects*", and reference is made to NE's agreement with the Applicant's HRA screening matrices [APP-111].
- 5.2.14 The Applicant has not specifically stated whether the Proposed Development is or is not connected with or necessary to the management for nature conservation of any of the European site(s) within their assessment. However, the Applicant notes [REP5-006] that the legislative basis for determining LSE and the need for appropriate assessment (AA) by citing Article 6(3) of the Habitats Directive.
- 5.2.15 There is no reference in the application documents or any submissions made by the Applicant or IPs during the Examination to suggest that the Proposed Development is connected with or necessary to the management of any European site. These points were captured in paragraph 2.1.1 - 2.1.2 of the RIES [PD-015] and no comments were received from any IPs in this regard.

5.3 ISSUES RAISED DURING THE EXAMINATION

- 5.3.1 NYCC and SDC in their joint Local Impact Report (LIR) [REP2-039] raised concerns regarding impacts from the Proposed Development upon European sites. Their concerns focussed on the need for Selective Catalytic Reduction (SCR) and the impact this could have upon European sites. These concerns were also reflected in their SoCG signed with the Applicant [REP9-005].

- 5.3.2 Paragraph 6.9 of the LIR states that *“although the impact from this development may be described as ‘imperceptible’ the levels at many sites for nutrient nitrogen vastly exceed the critical load...[and there is]...a similar situation for acid deposition, ammonia, SCR impacts on nutrient nitrogen and SCR impacts on acid deposition. Concern is expressed at these levels and increases in levels”*. It is explained at paragraph 6.10 of the LIR that these concerns relate in particular to the following sites:
- Thorne Moor SAC; and
 - Skipwith Common SAC.
- 5.3.3 I raised a number of written questions (WQs) [PD-007] in these respects, including points relating to the assessment of air quality presented in the ES [APP-046] and [APP-048]. The questions sought clarification regarding:
- The ‘worst case’ modelling assumptions in terms of maximum EU Industrial Emissions Directive emission limit values, including the black start and peaking plant specifications;
 - The position of the Applicant and the Environment Agency (EA) in respect of SCR and Best Available Techniques (BAT) determination; and
 - Mitigation measures, such as increased stack heights or additional flue gas controls that may have been considered in the scenario where SCR was required.
- 5.3.4 The Applicant and the EA responded to these questions at DL 2 [REP2-014] and [REP2-032]. As part of the DL 2 submissions, the Applicant provided a technical note on air quality impacts [REP2-017] which reaffirmed the Applicant's position that the process contributions of NO_x with SCR would not result in LSE at any of the European sites concerned.
- 5.3.5 The ES [APP-046] confirms that emissions from the Proposed Development have been assessed using guidance set out in the Department for Environment, Food and Rural Affairs (DEFRA) and EA: Air Emissions Risk Assessment for Your Environmental Permit (EA permitting guidance).
- 5.3.6 The EA permitting guidance states that emissions are "insignificant" where short-term process contributions are less than 10% and long-term less than 1% of the relevant environmental standards for protected conservation areas (SPAs, SACs, Ramsar sites and Sites of Special Scientific Interest (SSSI)).
- 5.3.7 The applicability of the EA's permitting guidance methodology in the context of HRA and the conclusions reached in respect of LSE for European sites were examined and are addressed below. For reference, the terms 'process contribution' (PC) and 'predicated environmental concentration' (PEC) are defined within the EA's permitting guidance.

- 5.3.8 The maximum process contribution of nitrogen deposition at each of the sites identified (without SCR) is reported by the Applicant as being less than 1% of the critical load for relevant site features. However, I noted that the ES [APP-046] states that the existing baseline levels are already in excess of critical loads at the following European sites:
- Skipwith Common SAC
 - Thorne Moor SAC
 - Strensall Common SAC
 - North York Moors SAC; and
 - Hatfield Moor SAC
- 5.3.9 With SCR in place, this gives rise to a slight increase in certain pollutant emissions at the sites concerned, although all impacts at sites (with the exception of Thorne Moor SAC), remain below an increase of 1% process contribution and so the conclusion reached in relation to the 'without SCR' scenario still applies. However, in the case of Thorne Moor SAC, the Applicant's assessment predicts a long-term process contribution in excess of 1% of the critical load and therefore above the EA permitting guidance imposed level of "insignificance".
- 5.3.10 Table 3.2 of the RIES summarises the process contributions from the Proposed Development in respect of critical loads and levels for NO_x, nutrient nitrogen, acid deposition and ammonia as presented by the Applicant.
- 5.3.11 The Applicant's position is also that the process contributions are insignificant and also do not result in any additional exceedance of critical load at any site that was not already occurring as a result of other sources.
- 5.3.12 In addition to their position that the Proposed Development would not significantly impact the features of the European site even where there is an existing exceedance of critical loads or levels, the Applicant argued in the ES [APP-058] that the absence of a significant effect from the Proposed Development alone supports a determination of no likely significant effect in-combination with other plans and projects.
- 5.3.13 I held concerns regarding the Applicant's approach to HRA matters, particularly whether there was suitably robust information with which to inform an AA (if required) on the identified European sites. My concerns related to:
- The Applicant choosing to conclude no LSE where the Proposed Development would result in additional process contributions to critical loads / levels which although below 1% were still contributory to the existing exceedances of the critical loads or levels i.e. the 'baseline' conditions for the site; and
 - The Applicant's decision not to provide information necessary to undertake an assessment of in-combination effects on the basis

of the project alone having 'imperceptible' increases on critical loads or levels.

- 5.3.14 I tabled HRA matters as an agenda item for the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 – EV-010]. At the event, I questioned whether the Applicant's approach in respect to Thorne Moor SAC was correct. This is because this is the only European site identified in the Applicant's technical note on air quality submitted at DL 2[REP2-017] as exceeding 1% of the critical load for nitrogen deposition, acid deposition and ammonia with SCR from the project alone.
- 5.3.15 The Applicant maintained that even though it marginally exceeds the insignificance threshold at Thorne Moor SAC, this exceedance only occurs over a small area of the site and there is an overall net reduction in process contribution from the Proposed Development compared to that associated with the operation of the existing coal-fired power station. The Applicant submitted its written summary of the ISH on Environmental Matters [REP3-010], concluding that, in its view, an AA is not required in the case of the Proposed Development.
- 5.3.16 Notwithstanding, the Applicant agreed [REP3-010] to provide integrity matrices as information to inform an AA for Thorne Moor SAC to reflect the potential for LSE with the use of SCR (i.e. the exceedance of the 1% "insignificance" criteria). The Applicant also stated [REP3-010] that an agreement had been reached between the Applicant, the EA and NE. which confirmed that that the in-combination assessment will be undertaken as part of the BAT justification process for the Environmental Permit (EP) application. The agreement also confirmed and that if that assessment identified a potential effect(s) on the Thorne Moor SAC, then that conclusion will inform the BAT justification. That is to say, SCR would not be deemed to be BAT.
- 5.3.17 Having examined the Applicant's DL 3 written submissions [REP3-010], I issued a request for further information under Rule 17 of EPR (as amended) [PD-010]. The Rule 17 request posed a total of eight questions largely directed towards the Applicant, but in parts directed at NE and the EA. They raised the following points:
- The reliance placed on the significant criteria in the EA's permitting guidance seeking confirmation from NE that it is suitable for the assessment of the effects on European sites in respect of HRA in this context;
 - The applicability of the significance thresholds where there are already exceedances above the critical loads / levels for given pollutants;
 - The adequacy of the 'qualitative' in-combination assessment (i.e. lack of quantitative assessment), particularly in light of the Judgement in *Wealden District Council v Secretary of State for Communities and Local Government* [2017] EWHC 351 (the Wealden Judgement), which highlights the procedural

- requirement of the Habitats Regulations in regard to the assessment of in-combination effects;
 - The need for an AA for the Thorne Moor SAC (having regard to the Applicant's own methodology and conclusions reached in its response to DL 2[REP2-017])
 - The extent to which with the “fully operational” and existing coal-fired power station has been taken into account in the assessment; and
 - The purported agreement reached between the Applicant, the EA and NE regarding BAT and the potential use of SCR.
- 5.3.18 The Applicant responded, again purportedly in agreement with the EA and NE [REP5-006] providing:
 - A tabulated response to the my Rule 17 questions [PD-010]; and
 - A revised HRA Signposting Report and Screening and Integrity matrices (including Appendices A-H).
- 5.3.19 Full details of the Applicant's response are found in Table 2.1 of [REP5-006], and the responses to the eight questions posed are summarised in paragraphs 3.3.24 - 3.3.43 of the RIES [PD-015].
- 5.3.20 However to summarise, the Applicant maintains that the 1% threshold is accepted by the EA and NE as a relevant trigger for determining significance, and any impact below this figure would be inconsequential. The Applicant further states that 1% threshold figure is endorsed within the Institute of Air Quality Management Guidance 2016 (IAQM Guidance) as the criteria to screen out impacts that will have an insignificant effect. The Applicant also maintains that an exceedance of 1% is not in itself a determinant for the onset of damage to a habitat; rather it is a screening threshold above which potential effects may need to be assessed in greater detail (alone and in-combination).
- 5.3.21 Where the 1% threshold is exceeded in the case of Thorne Moor SAC (and only in the event SCR were deemed to be BAT), the Applicant provided integrity matrices as information to inform an AA [REP5-006] in relation to the operation of the Proposed Development with SCR only; and increased nutrient nitrogen deposition as a result of the increase in ammonia emissions (not ammonia concentrations). This further information was provided so as to inform an AA, if required.
- 5.3.22 To support its position, the Applicant references a site improvement plan prepared by NE for Thorne Moor [REP5-006]. This states that the area specifically susceptible to aerial deposits of nitrogen is lowland raised bogs. As commonplace in similar areas, its threshold limits are already exceeded whereby the quality and character of bog vegetation could potentially begin to be impacted. The critical load range for the degraded raised bog is 5-10 kilograms of nitrogen per hectare per year (N/ha/yr). The current deposition range at Thorne Moor SAC is stated at 14.6 – 18.8 kg N/ha/yr, averaging at 15.2 kg N/ha/yr.

- 5.3.23 The Applicant maintains [REP5-006] that the degree to which nitrogen deposition is influencing any adverse change in the vegetation of the bog habitat cannot be reasonably quantified. Furthermore, the Applicant refers [REP5-006] to an dose-responses in a research document published by NE in which it is stated that while critical loads are exceeded, it does not follow that adverse effects on integrity would inevitably occur. The NE research document, which is entitled "Natural England Commissioned Report 210", was appended to NE's response at DL 7 [REP7-007].
- 5.3.24 From the same research published by NE for 'bogs' with high background deposition rates, the Applicant [REP5-006] interprets that the Proposed Development, both alone and in-combination with other known and planned projects, would need to contribute a value of 3.3 kg N/ha/yr in order to adversely affect the bog habitat (i.e. a 'measurable change'). In the Applicant's view, no other large scale power generation, agricultural projects or road schemes have been identified that could potentially result in increased nitrogen or acid deposition to the Thorne Moor SAC to that level of effect.
- 5.3.25 The Applicant nevertheless states [REP5-006] that the magnitude of change is inconsequential and therefore 'de minimis'. In all cases, an in-combination effect assessment is unnecessary because there is no pathway for LSE. No other large scale power generation, agricultural projects or road schemes have been identified by the Applicant that could potentially result in increased nitrogen or acid deposition to the Thorne Moor SAC to that level of effect.
- 5.3.26 The Applicant also explained [REP5-006] that, following a 'further request for information' issued by the EA in respect of the permit variation application, the air quality modelling was updated to take into account less conservative modelling assumptions (Appendix H of the HRA Report [REP5-006]) and also the anticipated reduction in nitrogen deposition process contributions resulting from the cessation of operations at the existing Eggborough coal-fired power station.
- 5.3.27 The EA and NE did not respond to my Rule 17 questions [PD-010], despite my having posed specific questions to them. However, paragraph 2.1 of the Applicant's response [REP5-006] stated that it is a "*joint response of the Applicant, the Environment Agency and Natural England*". The agreed position between the parties as advocated by the Applicant is that the approach taken, and the conclusions reached in respect to the effect of the Proposed Development on European sites would be likely to be significant.
- 5.3.28 After having received the Applicant's response [REP5-006], I published the RIES [PD-015] and the examination timetable allowed for comments on the RIES and responses to comments on the RIES to be submitted at DL 7 and DL 8 respectively.
- 5.3.29 Alongside the publication of the RIES, I made a Rule 17 request to NE [PD-012], seeking their specific comments in relation to:

- The Applicant's 1% threshold for determining LSE on European sites in respect of the Habitats Regulations;
- Whether increases which are below 1% (alone or in-combination) can be judged to have no likely significant effects particularly, where background concentrations already exceed the critical loads/levels (and the extent critical loads/levels are therefore relevant to the finding of likely significant effects)
- The Applicant's contention that 'where process contributions are 1% (or even slightly above) then the magnitude of change is so inconsequential ("de minimis") that it does not require an in-combination effects assessment' (citing IAQM guidance in this regard). In particular, whether this conclusion is consistent with the judgement in the case of *Wealden District Council v Secretary of State for Communities and Local Government* [2017] EWHC 351, and that it potentially overlooks many small scale 'insignificant' effects combining to result in an effect that could be significant overall.
- The lack of any form of quantitative in-combination assessment being provided by the Applicant.

5.3.30 NE responded to the Rule 17 at DL 7 [REP7-007] endorsing the guidance as presented in the Air Quality and Technical Advisory Group Guidance Note 21 (AQTAG 21), which was appended to its response. This stated that the 1% of critical load screening threshold from long-term process contributions is considered to be an appropriate measure for finding an absence of LSE on relevant features of European sites, and that the Applicant had correctly applied the methodology in this regard.

5.3.31 NE [REP7-007] also set out that the concept of 'critical loads' being "internationally derived, habitat-specific benchmarks below which no significant effect on habitats are expected to occur", and applying 1% to the lower end of the critical load is considered sufficiently precautionary for screening a range of proposals and habitats regardless of background pollution levels.

5.3.32 In terms of the assessment of in-combination effects, NE are of the view [REP7-007] that given the contributions of 1% or less are based on modelled emissions at distances up to 25km away from the source (the Proposed Development), and modelled results have recognised levels of uncertainty which is often more than 1% of the critical load or level, it would be difficult to measure a change of this magnitude and then assign it with confidence to a source 25km away. As outlined in AQTAG 21, the 1% screening threshold is considered precautionary in NE's view and appropriate to rule out likelihood of in-combination effects from proposals contributing below 1% at given receptors.

5.3.33 NE also point out that, in the case of the Applicant's assessment, many of the proposals considered in-combination were ruled out by distance rather than comparison to 1% of critical level/load.

- 5.3.34 Nonetheless, NE also noted [REP7-007] that even if all plans and projects which have been identified by in the Applicant's in-combination assessment were to add a process contribution of 1% of the critical load of nitrogen at Thorne Moor SAC, this would only result in a total contribution in the order of 0.3kg N/ha/yr, compared to the figure of 3.3 kg N/ha/yr contribution which I have mentioned above that would be required to adversely affect the bog habitat (i.e. a 'measureable change'). NE therefore concludes that this well below the level expected to cause a loss of species richness for bog habitats found on Thorne Moor SAC [REP7-007], and thus accords with the .
- 5.3.35 The Applicant provided their comments on the RIES at DL 7 [REP7-005], particularly in respect of the in-combination effects assessment. In the case of the Thorne Moor SAC, the Applicant identified 5 projects in Table 10H.4 of the HRA Report [REP5-006] with a potential pathway for in-combination effects to that site, and their view is that even if contributions for all of these were at 1% of the critical load, this would result in an insignificant level of combined deposition rate, echoing the comments of NE [REP7-007].
- 5.3.36 No other IPs provided comments on the RIES or comments on responses to the RIES.

5.4 ASSESSMENT OF LIKELY SIGNIFICANT EFFECTS RESULTING FROM THE PROJECT, ALONE AND IN COMBINATION

- 5.4.1 Section 3.1 of the HRA Report [REP5-006] identifies the potential impact pathways from the Proposed Development to the qualifying features of the European sites falling within two categories (surface water quality and air quality impacts, as described at paragraph 5 of this Chapter.
- 5.4.2 I will deal with these two themes separately in this section.

Surface Water Quality

- 5.4.3 In terms of surface water quality, only the River Humber Estuary SPA, SAC and Ramsar were considered as part of the HRA Report section 3.1.1 of the HRA Report [REP5-006]. This states that '*in the absence of appropriate mitigation, there could be surface water pollution to the [River] Aire during the construction or operational phases that could reach the designated features [of the Humber Estuary SPA, SAC and Ramsar]. However, over this distance [approximately 25km] and even in the absence of mitigation, it is reasonable to assume that any surface water pollution would have significantly diluted over this distance such that it would not pose a risk to designated features*'.
- 5.4.4 Although the conclusion in terms of the construction phase is not dependent on the implementation of mitigation measures, section 3.3 of the HRA Report summarises those mitigation measures to be put in place during construction (including best practice measures and those that are legally necessary). These measures will be delivered through

the Construction and Environmental Management Plan (CEMP) [REP2-020] and secured through Requirement 18 of the Recommended DCO.

- 5.4.5 During operation, reference is made to the potential for surface water quality impacts to European sites in table 10.6 of ES Chapter 10 [APP-048], and Chapter 11 of the ES [APP-049]. The ES [APP-049] explains that the volume of water required for abstraction and discharge for the Proposed Development will be lower than that required at the existing Eggborough coal-fired power station. It also explains that the temperature of the proposed cooling water discharge to the River Aire for the Proposed Development will be similar to that currently entering the River from the existing coal fired power station (i.e. the current baseline). This is also reflected in paragraph 10.6.44 of ES Chapter 10 [APP-048]. I also note that an Outline Drainage Strategy has been developed in draft and is applicable '*to the effective and safe drainage of surface water from the Proposed Development Site*' (Annex 5 of [APP-112]).
- 5.4.6 The details relating to the final drainage design are to be secured by Requirement 5 of the Recommended DCO. Surface and foul drainage are secured by Requirement 13 of the Recommended DCO.
- 5.4.7 LSE in terms of water quality impacts during the decommissioning phase of the Proposed Development have been scoped out for all European sites in the ES [APP-049]. This is on the basis that the gas connection pipeline, cooling water abstraction pipeline and the intake and outfall structures on the River Aire (associated with the construction of the Proposed Development) will remain in-situ (Appendix G [REP5-006]). References to decommissioning in terms of water resources are made at paragraphs 11.5.43 and 11.6.58 of [APP-049], which liken potential effects to those identified during construction and refer to a '*detailed Decommissioning Environmental Management Plan [which] will be prepared to identify required measures to prevent pollution during this phase of the development*'.
- 5.4.8 In terms of in-combination effects, the Applicant's assessment included the demolition of the existing coal-fired power station and Chapel Haddlesey Hydroelectric schemes. In both instances, the Applicant considers there is no potential for LSE on the Humber Estuary SPA, SAC and Ramsar sites in-combination with the Proposed Development. These conclusions are made on the basis that potential effects of the demolition of the existing coal-fired power station are identified as part of the assessment of the Proposed Development alone, and in the case of the hydroelectric scheme, the construction timescales are no predicted to overlap.
- 5.4.9 As identified above, the Applicant screened out consideration of the River Derwent SAC as part of the EIA process (paragraph 5.1.1 of [APP-106]) due to their view that there were no pathways by which the SAC could be affected by the Proposed Development (i.e. because the watercourse is upstream of the proposed development site).

- 5.4.10 None of the IPs to the Examination raised any matters in relation to surface water effects on European sites.
- 5.4.11 I am content that there would be no likely significant effects on European sites or their qualifying features as a result of surface water quality impacts from the Proposed Development alone or in combination with other plans and projects. Adequate mitigation is secured in the Recommended DCO.

Air Quality

- 5.4.12 I have set out above the European sites identified by the Applicant in its response to DL5 [REP5-006] and those which are relevant in terms of air quality impacts. No specific reference is made to the potential for air quality impacts upon European sites during construction of the Proposed Development. However, paragraphs 8.4.2, 8.4.5 and table 8.11 of ES Chapter 8 [APP-046] explain that during construction:
- Receptors potentially affected by dust soiling and short term concentrations of particulate matter generated during construction activities are limited to those located within 350m of the nearest construction activity; and
 - SAC's up to 15 km from the Proposed Development have been considered in the identification of receptors, but all are in excess of 9km from the Proposed Development.
- 5.4.13 The ES [APP-046] concludes that '*No sensitive ecological receptors have been identified within the screening distance and therefore effects of demolition and construction dust on ecological receptors [inclusive of European sites as listed in table 8.11 of the ES] have been screened out*'. Table 10.6 of ES Chapter 10 [APP-048] concludes that there is no reasonable likelihood of impacts on international nature conservation designations during the construction phase, cross referring to the ES Chapter 8 in terms of air quality effects [APP-046].
- 5.4.14 The framework CEMP [REP2-020] includes specific air quality mitigation measures to minimise air quality impacts from construction works, although the Applicant does not state any reliance on these mitigation measures, and instead rules of pathways of effect given the distances to European sites well beyond the 350m distance threshold of effects.
- 5.4.15 In terms of decommissioning of the Proposed Development, the ES [APP-046] states that '*the predicted air quality effects of eventual decommissioning of the Proposed Development are considered to be comparable to – or less than – those assessed for construction activities*'.
- 5.4.16 No IPs to the Examination raised any matters in relation to air quality effects on European sites during the construction or decommissioning phases.

- 5.4.17 I am therefore satisfied that, due to the activities involved, the potential pathways of effect and the relative separation distances to European sites, the Proposed Development would not result in likely significant effects on European sites or their qualifying features as a result of air quality impacts from the Proposed Development during construction or decommissioning.
- 5.4.18 The HRA Report [REP5-006], as reflected through the questions and issues that arose during the Examination, is therefore focused towards potential air quality impacts during operation, and the Applicant's methodology in determining LSE from the Proposed Development alone and in-combination with other plans and projects.
- 5.4.19 Turning initially to the assessment itself, the Applicant describes its 'conservative' approach to the assessment in paragraph 8.6.19 of ES [APP-046] as comprising:
- Use of the worst-case year of meteorological data modelled;
 - Maximum building sizes within the assessed Rochdale Envelope;
 - 'Worst case' CCGT layout configuration as allowed by the DCO;
 - Annual operation of 100% for both CCGT main plant units and peaking plant units;
 - Operation of the plant at IED emission limits (for worst-case NO_x and CO); and
 - Conservative estimates of background concentrations at the sensitive receptors.
- 5.4.20 In considering the potential impacts of the Proposed Development, the Applicant reports the increases in process contributions against the most sensitive habitat for which the statutory designation applies within a 15km study area. The Applicant then applies the conclusions of the effect to the other qualifying features without considering qualifying features on an individual basis. This is reflected in table 1 of Appendix H to the HRA Report Appendix H [REP5-006] and table 1 of the technical note on air quality impacts [REP2-017].
- 5.4.21 In my WQs [PD-007], I posed a number of questions regarding the Applicant's approach to the assessment of air quality effects. The questions addressed the conservative approach to the assessment and the potential use of SCR.
- 5.4.22 Paragraphs 3.3.42-3.3.43 of the RIES note the key changes to the modelling assessment of the SCR scenario which update those assessments presented in [APP-100] and [REP2-017] (section 2, Appendix H, [REP5-006]). I am satisfied that the Applicant has adopted a conservative approach to the assessment, but I feel it is important to note the iteration of the HRA Report [REP5-006] that has led to changes in the modelling input parameters.
- 5.4.23 As such, the with SCR scenario is dependent on:

- The lowest (i.e. best performance) end of BAT scales for ammonia emissions and the reciprocating engine component of the peaking plant; and
- Long-term process contributions being calculated on the basis of 91% operation of the CCGT plant and 17% operation of the peaking plant, whereas Chapter 8 of the ES [APP-046] and therefore the original HRA Report [APP-111] was based on 100% operation in both cases.

5.4.24 In summary, the Applicant's air quality modelling and assessment in terms of European sites ([APP-046], [APP-011]) was superseded by:

- A Technical Note on Air Quality Impacts (Appendix 3 of [REP2-017]), submitted to the EA on 10 October 2017 in relation to Eggborough Power Limited's EP variation application (with the purpose of "*bringing together the air quality impact assessment on European designated habitat sites with and without the use of Selective Catalytic Reduction (SCR) for the control of oxides of nitrogen (NOx) from the Proposed Development*"); and
- Appendix H of the Applicant's HRA Report [REP5-006], which updates the modelling of the with SCR scenario only as presented at [REP2-017] (i.e. the without SCR scenario remains as presented at Appendix 3 of [REP2-017]).

5.4.25 The summary table 3.2 in the RIES (and the matrices presented in Annexes 1 and 2)[PD-015] are reflective of the above and the Applicant in their comments on the RIES [REP7-005] did not raise any comments or points to suggest their disagreement with my understanding in respect of the above.

5.4.26 Turning to the assessment of individual European sites, I deal with them in turn in the following sections. The following paragraphs relate to the project alone, and I will deal with in-combination effects collectively later in this section of the report.

Humber Estuary SAC, SPA and Ramsar sites

5.4.27 Paragraphs 3.2.17 - 3.2.19 of the RIES [PD-015] recorded my uncertainty regarding the conclusions reached respect of effects from air quality at the Humber Estuary SAC, SPA and Ramsar sites, and in particular the SAC. The Applicant has identified the Humber Estuary SAC as an ecological receptor in assessments in the ES [APP-046] and [APP-100]), the technical note on Air Quality Impacts (Appendix 3 of [REP2-017]), and Appendix H of the HRA Report [REP5-006].

5.4.28 In respect of the Humber Estuary SAC, I also noted at paragraph 1.2 of their technical note on air quality impacts [REP2-017] the Applicant's statement that "*Fixed coastal dunes habitat is not present within the likely impact area of the proposed development, alternative habitat types within the area have therefore been assessed (Estuaries; Atlantic salt meadows; and Mudflats and sandflats not covered by seawater at low tide)*". The information presented in Tables 8A.12,

8A.13, 8A.16 and 8A.17 [APP-100] (which pre-dates [REP2-017]) presented evidence against “Fixed coastal dunes with herbaceous vegetation”.

- 5.4.29 I also noted that there was no explanation as to the potential pathways of effect from air quality impacts in the context of the primary reasons for site selection of the Humber Estuary SPA.
- 5.4.30 In their comments on the RIES, the Applicant [REP7-005] outlines their position that there are no potential pathways for LSE on the Humber Estuary SAC, SPA and Ramsar Sites from air quality impacts because the nearest terrestrial habitats (i.e. that could potentially be affected by changes in air quality) are 'significantly' more than 15km from the Site and therefore beyond the screening distance for consideration of air quality impacts (as agreed with NE and the EA and in accordance with published guidance. The Applicant also states that all other habitats associated with the designation (i.e. that may be within 15km) are aquatic and therefore not susceptible to changes in air quality.
- 5.4.31 NE did not provide specific response to these points in their comments on the RIES [REP7-007]. NE did, as part of the Applicant's response to my Rule 17 request, agree with the Applicant's conclusions of no LSE taken as a whole.
- 5.4.32 Although the Applicant did present modelled information for the Humber Estuary SAC in terms of air quality, I have no evidence to doubt the conclusion reached by the Applicant that there is no terrestrial habitat sensitive to air quality impacts within 15km of the Proposed Development. That is to say, the modelled results presented at Appendix 3 of [REP2-017] and Appendix H of the HRA Report [REP5-006] could be considered precautionary as they present concentrations at the nearest location of the SAC to the Proposed Development as opposed to the actual location of the specific habitat that is sensitive to changes in air quality (fixed coastal dunes or estuaries; Atlantic salt meadows; and mudflats and sandflats).
- 5.4.33 I have also not been given any reason to dispute the Applicant's assertion that there are no pathways of effect in terms of air quality to any of the qualifying features of the Humber Estuary SPA and Ramsar sites (i.e. that the only pathway is from surface water quality as I have already dealt with this in this Report).
- 5.4.34 I am therefore satisfied that, in terms of air quality, the project alone is not likely to result in significant effects to the Humber Estuary SAC, SPA and Ramsar sites.

River Derwent SAC

- 5.4.35 As set out above, the Applicant has effectively scoped out pathways of effect to the River Derwent SAC, and clarified their position in respect of the modelling for that site ([APP-100], [REP2-017] and [REP5-006]) in their comments on the RIES [REP7-005].

- 5.4.36 On the basis of the Applicant's assertion that none of the qualifying features of the SAC are directly susceptible to changes in air quality as a result of any emissions from the Proposed Development (and the Applicant therefore scoped the River Derwent out of further consideration in the HRA (section 5.1.1 of [APP-106] and paragraphs 2.2 - 2.3 of [REP7-005])), I conclude that significant effects on the River Derwent SAC are not likely to be significant. I have received no representations from NE or any other IPs to the Examination that leads me to doubt this conclusion.

Skipwith Common, Strensall Common, North York Moors and Hatfield Moor SACs

- 5.4.37 I have considered these European sites collectively as they are effectively subject to the same set of circumstances in relation to air quality effects. These are set out in table 3.2 of the RIES [PD-015], but in brief they are (in the case of both with and without SCR scenarios):
- NOx process contributions from the Proposed Development alone are less than 1% of the critical load (long term) and less than 10% of the critical load (short term) and baseline conditions are below 100% of the critical level; and
 - Process contributions of nutrient nitrogen, acid deposition and ammonia from the Proposed Development alone are below 1% (long term) and below 10% (short term) of the critical load or level but baseline conditions are already in excess of 100% of that critical load or level.
- 5.4.38 In light of the supporting evidence from the Applicant and NE in response to my further information request and questions around the appropriateness of the 1% threshold, I am generally satisfied that this criteria has been correctly applied by the Applicant, is appropriate in the context of HRA and is supported by industry accepted guidance from the IAQM and EA. I have not received any representations from any IPs that oppose this conclusion.
- 5.4.39 I am therefore satisfied on the basis of the evidence presented that the project alone is not likely to result in significant effects upon any of the Skipwith Common, Strensall Common, North York Moors and Hatfield Moor SACs.

Thorne Moor SAC

- 5.4.40 As demonstrated in table 3.2 of the RIES [PD-015], under the without SCR scenario, the Applicant's position in relation to LSE for the project alone (for NOx (short-term and long-term), nutrient nitrogen and acid deposition process contributions from the Proposed Development) are the same as those described above in the context of the Skipwith Common, Strensall Common, North York Moors and Hatfield Moor SAC's.

- 5.4.41 On the basis of the same supporting information from the Applicant and NE as set out above, I am satisfied that the same conclusions of no LSE for the Proposed Development alone (without SCR) are applicable to Thorne Moor SACs.
- 5.4.42 Under the with SCR scenario, the conclusions are also the same for NO_x and acid deposition. However, there are differences when considering nutrient nitrogen and ammonia process contributions, discussed further below.
- 5.4.43 Following the same methodological approach using the 1% process contribution to the critical load for the consideration of LSE, the Applicant presented information as part of the ES [APP-100] and technical note on air quality effects [REP2-017] that process contributions were predicted to exceed the 1% criterion at the Thorne Moor SAC when SCR was considered.
- 5.4.44 As stated above, I questioned the Applicant on this point at the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV-010]. In acknowledging my concerns in relation to the potential need for the SoS to undertake an AA based on the exceedance of the 1% threshold (alone and in-combination), the Applicant agreed to submit HRA integrity matrices, which was submitted at DL5 [REP5-006]. I will deal with this matter below.

5.5 AIR QUALITY IN-COMBINATION EFFECTS

- 5.5.1 I did not receive any representations from any IPs to the Examination raising concerns with the Applicant's approach to the identification of relevant plans and projects for consideration in terms of in-combination effects.
- 5.5.2 As described above, one of the items of further information requested as set out in my Rule 17 request [PD-010] related to the procedural requirement of the Habitats Regulations in regard to the assessment of in-combination effects, and that the Applicant's approach described in Chapter 20 of the ES [APP-046] which explains that the in-combination assessment has been undertaken on a 'qualitative' basis, particularly in light of the Wealden Judgement. On the basis that I had concerns about the sufficiency of the in-combination assessment without quantitative information in the form of air quality modelling, I therefore sought information from the Applicant necessary to undertake the assessment of LSE of the Proposed Development in combination with other relevant plans and projects.
- 5.5.3 The Applicant's response to the Rule 17 request for further information was provided at table 2.1 of [REP5-006] and summarised at paragraphs 3.3.33 - 3.3.35 and 3.3.63 - 3.3.68 of the RIES [PD-015]. Essentially, its position remained that where process contributions are 1% (or even slightly above) then the magnitude of change is so inconsequential ('de minimis') that it does not require an in combination effects assessment, and therefore it is not considered

appropriate or necessary to undertake a quantitative in-combination effects assessment because there is no pathway for LSE (as supported by IAQM guidance and EA environmental permitting guidance).

- 5.5.4 I summarised my outstanding concerns in relation to in-combination effects at paragraph 5.0.3 of the RIES, which primarily related to the conclusions (stated to be in accordance with the IAQM guidance) and the 'de minimis' argument put by the Applicant, as described above. I also expressed uncertainty in the Applicant's approach to the assessment of in-combination effects in respect of the Wealden Judgement. I note that this judgement related to issues surrounding emissions to air as a result of road traffic as opposed to point source emissions, although I understand the principle in terms of its applicability to the Habitats Regulations to be relevant in the case of the Proposed Development.
- 5.5.5 In its comments on the RIES [REP7-005], the Applicant focused on the in-combination effects assessment in relation to the Thorne Moor SAC, and their view is that even if contributions for all five identified projects were at 1% of the critical load (in terms of process contributions), this would result in an insignificant combined deposition rate contribution that would be required to adversely affect the bog habitat.
- 5.5.6 I also sought further information from NE as part of a Rule 17 request issued alongside the RIES, and they responded at DL7 [REP7-007] as described above. NE further stated 7 [REP7-007] that they are in agreement with the Applicant's position that the 1% of critical load screening threshold is considered appropriate for the ruling out of LSE on European sites in HRA terms, both alone and in-combination.
- 5.5.7 I am aware that both the Applicant's comments on the RIES and NE's response to my Rule 17 request (in terms of in-combination effects) largely relate to Thorne Moor SAC, with limited reference to the other European sites consider in the HRA Report. NE's comments at DL 7 [REP7-007] echo those expressed by the Applicant in relation to an assumed 'worst case' total contribution.
- 5.5.8 NE set out its position in respect to the Wealden Judgement [REP7-007]. It states that the relationship between the issue relevant to the Proposed Development and the Wealden case differ in a substantive way. It is NE's view that the contributions from the Proposed Development of 1% or less are based on modelled emissions at distances up to 25km away from the source (the Proposed Development), whereas the Judgement relates to the potential for overlapping emissions from road traffic from multiple plans and projects driving on the same road [REP7-007]. Therefore the circumstances are not necessarily directly and readily comparable.
- 5.5.9 NE also point out that [REP7-007], in the case of the Applicant's assessment, many of the other projects considered in the in-combination assessment were ruled out by distance rather than in

comparison to being less than 1% of critical level/load, and that any *'rejection of the standard method would be open to challenge'*.

- 5.5.10 NE concluded [REP7-007] by recognising that uncertainty exists in the modelling. They also pointed out that the AQMA Guidance considers the 1% screening threshold as being precautionary. Given these points, they state that *'It would be difficult to measure a change of this magnitude [1% of the critical load or level] and then assign it to a source 25km away'*. On this point, I note the relative distances to the relevant identified European sites as identified in section 1.1 of the HRA Report [REP5-006] and that only Strensall Common SAC and North York Moors SAC are in excess of 25km from the Proposed Development site.
- 5.5.11 I therefore understand NE's view on this issue is that recognised uncertainties in the modelling tolerances over the distances involved in the case of the Proposed Development can often result in output variances that exceed the magnitude of the process contributions at European sites being predicted by the Applicant.
- 5.5.12 The Applicant also explained that modelling methodology uncertainties or tolerances at the distances involved between the Proposed Development site and the identified European sites is far higher than 1%, and typically in the order of 10% in the long-term predicted averages at 10km distance from a buoyant elevated plume (section 2, Appendix H of [REP5-006]). The Applicant had also made a similar point about 15km being "at the edge of modelling reliability" at the ISH on environmental matters [REP3-010].
- 5.5.13 I am satisfied that the conclusion of no LSE in combination with other plans and projects for the identified European sites (with the exception of Thorne Moor SAC) is proportionate and reasonable. I consider this particularly given the separation distances between the Proposed Development, the identified plans and projects and the European sites themselves as well as the magnitudes of potential effect being presented for the project alone. I have not received any representations from any IPs that oppose this conclusion.
- 5.5.14 I am also persuaded by the view of NE that the magnitudes of process contributions being predicted by the Applicant are within the uncertainty tolerances of the model performance itself when considering receptors up to 25km from the source. That is to say the process contributions being predicted by the Applicant are themselves small in magnitude and are often exceeded by inherent levels of uncertainty in the modelling process at such distances.
- 5.5.15 I am therefore satisfied on the basis of the evidence presented (particularly in response to my requests under Rule 17) that the Proposed Development in combination with other plans and projects is not likely to result in significant effects upon any of the Skipwith Common, Strensall Common, North York Moors and Hatfield Moor SACs.

5.6 FINDINGS IN RELATION TO ADVERSE EFFECTS ON THE INTEGRITY OF EUROPEAN SITES

- 5.6.1 In response to my Rule 17 request for further information [PD-010], the Applicant provided (in their view) the information necessary for the competent authority to undertake an AA and consider the potential for adverse effects on Thorne Moor SAC (section 4 of the HRA Report [REP5-006]).
- 5.6.2 The consideration of adverse effects on integrity of the Proposed Development alone and in combination with other plans and projects by the Applicant is limited to:
- The operation of the Proposed Development with SCR only; and
 - Increased nutrient nitrogen deposition as a result of the increase in NH₃ emissions (not ammonia concentrations).
- 5.6.3 I summarised the Applicant's conclusions in paragraphs 4.2.1 - 4.2.3 of the RIES [PD-015].
- 5.6.4 In the joint response to my Rule 17 request [PD-010], NE stated agreement that for the Proposed Development with SCR, there will be no adverse effects on the integrity of Thorne Moor SAC based on the revised modelling assessment in Appendix H of the HRA Report [REP5-006]).
- 5.6.5 In their comments on the RIES [REP7-005] and their response to my Rule 17 request [PD-012], the Applicant and NE respectively stated their position that, even if contributions for all five projects considered as part of the in-combination assessment were at 1% of the critical load (in terms of process contributions), this would result in a combined deposition rate "well below the level expected to cause a loss of species richness for bog habitats or any of the other habitats with the level of background pollution" (see paragraph 2.8 of [REP7-005]).
- 5.6.6 The Applicant's view [REP5-006] (as supported by NE) is therefore that taking account of the various uncertainties and conservative assumptions surrounding the air quality modelling (including the inherent margins of error within the model performance itself), the Proposed Development with SCR (alone and in combination with other plans and projects) will not result in adverse effects on the integrity of Thorne Moor SAC.
- 5.6.7 I accept the logic of the closure of the existing Eggborough coal-fired power station, and the effect this will have on the 'baseline' conditions against which the Proposed Development would be considered. NE and the EA have not raised any concerns in regard to the Applicant's methodology and assumptions in this regard (i.e. that the coal-fired power station has been modelled (for the with SCR scenario) as contributing up to 3% of the critical load, which has been factored in to the modelling).

- 5.6.8 I am satisfied that the Applicant has engaged appropriately with the potential adverse effects on the integrity of the site considering the relevant sensitive qualifying features. The Applicant has also provided the conservation objectives for the Thorne Moor SAC as Appendix B to the HRA Report [REP5-006].
- 5.6.9 I am also satisfied that the Applicant has demonstrated (with reference to research based evidence from NE) that the process contributions of the Proposed Development alone and in combination (the latter based on a conservative estimate) would fall well below the point at which the NE report suggests one might observe a potentially adverse effect on bog habitat (i.e. a 'measureable change').
- 5.6.10 I also note the shared view of the Applicant and NE on the margins of error and tolerances of the model performance itself at the distances being considered in relation to the Proposed Development. Importantly the model uncertainty is recognised being often more than 1% of the critical load or level and therefore, all of the modelled results presented by the Applicant fall within this tolerance. On this basis, I conclude that the Proposed Development (alone and in combination with other plans and projects) is not likely to have an adverse effect on the integrity of Thorne Moor SAC.

5.7 CONCLUSIONS

- 5.7.1 My principal area of concern in respect of my Examination of HRA matters was whether the Applicant was correct in its conclusions that no LSE would occur at European sites in the event SCR were to be deemed to be BAT. My concerns were threefold.
- 5.7.2 Firstly, I needed to be satisfied that the Applicant's 1% threshold identified in the ES [APP-046] and used for the purpose of HRA screening was an appropriate benchmark for determining the LSE on European sites in respect of the Habitats Regulations.
- 5.7.3 Secondly assuming the 1% threshold were an acceptable measure, I needed to be satisfied that an increase which is below 1% (alone or in-combination) can be judged to have no LSE particularly, where background concentrations already exceed the critical loads or levels.
- 5.7.4 Thirdly, where process contributions would exceed 1%, I needed to be satisfied that the Applicant's assessment in the ES [APP-046] that the magnitude of change is so inconsequential ("de minimis") that it does not require an in-combination effects assessment, was consistent with the judgement in the case of *Wealden District Council v Secretary of State for Communities and Local Government* [2017].
- 5.7.5 The responses from the Applicant during the Examination, and that of NE and the EA have satisfactorily demonstrated that the 1% threshold is an appropriate benchmark to assess the absence of significance, even where the existing critical load or level is already exceeded and no alternative evidence was presented during the Examination to counter or dispute this. I therefore accept that for all identified

European sites with the exception of Thorn Moor SAC, the increases in depositions would be below 1% and thus would have a negligible impact and thus would have no LSE.

- 5.7.6 I also accept the advice from NE [REP7-007] and in the absence of evidence to the contrary, that the effects at Thorn Moor SAC, should deposition levels exceed 1%, would also be negligible and imperceptible but more importantly, any measured increases would not be capable of being specifically attributable to the Proposed Development. In any case, I also understand the tolerances and margins of error inherent in the modelling are of the same order of magnitude as the maximum process contributions being predicted by the Applicant across any of the European sites. I am equally satisfied that the circumstances of *Wealden District Council v Secretary of State for Communities and Local Government* [2017] are different to those in this application as set out by NE [REP7-007].
- 5.7.7 I am satisfied that the Proposed Development would not have any LSE on European sites. I am also satisfied that the further information and integrity matrices submitted by the Applicant at DL 5 [REP5-006], taken with the ES [APP-046] are sufficient for the SoS to undertake an AA of the effects of the Proposed Development at Thorn Moor SAC, should he feel the need to do so. My assessment in this Chapter, and the more detailed assessment contained within the RIES will assist the SoS in this task.

6 THE EXA'S CONCLUSION ON THE CASE FOR DEVELOPMENT CONSENT

6.1 INTRODUCTION

- 6.1.1 This Chapter provides a balanced evaluation of the planning merits of the Proposed Development. It does so in the light of the legal and policy context set out in Chapter 3 and individual applicable legal and policy requirements identified in Chapters 4 and 5 above. It applies relevant law and policy to the application in the context of the matrix of facts and issues set out in Chapter 4. Whilst Habitats Regulation Assessment (HRA) has been documented separately in Chapter 5, relevant facts and issues set out in that chapter are taken fully into account.

6.2 CONCLUSIONS ON PLANNING ISSUES

- 6.2.1 In relation to the granting of development consent, I have reached a number of conclusions, as set out in the following paragraphs. I am satisfied that the ES [APP-037 - APP-124] has adequately assessed the effects of the Proposed Development on the matters below.

Principle and Need for the Proposed Development and Alternatives

- 6.2.2 I am satisfied that the need for the Proposed Development has been adequately justified. I am also satisfied that the alternative options have been rigorously tested and that the consideration of alternatives has been addressed adequately and the requirements of National Policy Statement (NPSs) EN-1 and the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 (as amended) in this regard have been met.

Agriculture and Socio Economics

- 6.2.3 There would be some disruption to farming practices during construction of Work No 6 (gas pipeline) and Work No 4 (cooling water), however these would be temporary and any effects reversible. I am satisfied sufficient safeguards exist to ensure no longer term effects to drainage would occur.
- 6.2.4 The Proposed Development will generate social and economic benefits in the form of employment and expenditure in the local, regional and national economies. Concerns were expressed in the local community about the adverse effects of the proposed development but these do not lead to a breach of NPS EN-1 or development plan policy or affect a net beneficial assessment at both the national and local levels.
- 6.2.5 Requirements 13 (drainage), 18 (construction environmental management plan (CEMP)), 27 (restoration of land), 33 (local liaison) and 34 (employment and skills) are adequately secured in the recommended Development Consent Order (Recommended DCO) and

would ensure mitigation would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

Air Quality and Emissions

- 6.2.6 I am satisfied that there would be no significant effects caused from construction and demolition activities of the Proposed Development and existing coal-fired power station. Emissions from the Proposed Development will be controlled by the EP regime, and I am pleased with the addition of Requirement 35 of the Recommended DCO which would ensure the effects on those residents in Hensall are monitored. The stack heights, despite being a matter of concern, would be appropriate; indeed no evidence was presented to suggest they should be taller. I am satisfied that the Proposed Development would accord with the relevant NPSs.
- 6.2.7 Requirements 5 (detailed design), 18 (CEMP), 35 (ambient air monitoring) and 36 (decommissioning) are adequately secured in the Recommended DCO and would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

Archaeology and Historic Environment

- 6.2.8 The construction of the Proposed Development may affect unknown archaeological assets in and around the Hall garths Medieval Moated site. However, the Applicant has sought to mitigate this through the submission of a Written Scheme of Investigation secured by Requirement 16 of the Recommended DCO and in doing so has complied with NPS Policies EN-1 and EN-2.
- 6.2.9 While two identified listed buildings could potentially experience likely significant effects to its setting, I am satisfied that the overall effects when compared against the existing coal-fired power station would be neutral, and off-set by the additional planting secured by Requirement 6 of the Recommended DCO.
- 6.2.10 I am satisfied that the Proposed Development would have no significant effects on archaeology and heritage assets from construction, operation and decommissioning activities and would preserve the setting of heritage assets. I am satisfied that the Proposed Development would accord with the relevant NPSs.
- 6.2.11 Requirement 16 (archaeology) is adequately secured in the Recommended DCO and would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

Biodiversity and Ecology

- 6.2.12 I am satisfied that the Proposed Development would not have any likely significant effects on European sites including at Thorne Moor Special Area of Conservation (SAC), with potential increases in depositions should selective catalytic reduction be deemed the Best Available Techniques by the Environment Agency being both negligible

and un-attributable to the Proposed Development. I find that sufficient information has been advanced by the Applicant so as to inform an appropriate assessment under the Habitat Regulations on the effects on Thorn Moor SAC, should the SoS feel the need to do so.

- 6.2.13 The Proposed Development will not cause any likely significant effects from construction and operation activities on local wildlife. I am satisfied that a development consent obligation under s106 of the Town and Country Planning Act 1990 (TCPA1990) adequately secures a financial contribution to offsite biodiversity enhancements, and the contribution meets the tests in the National Planning Policy Framework (the Framework). I am also satisfied that Proposed Development would accord with the relevant NPSs in this regard.
- 6.2.14 Requirements 6 (landscape and biodiversity strategy (LBS), 17 (protected species) and 18 (CEMP) are adequately secured in the Recommended DCO and would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

Carbon Capture Storage Readiness (CCR)

- 6.2.15 The application proposal meets NPS EN-2 requirements to be CCR ready. Requirements 31 and 32 (CHP delivery and monitoring) are adequately secured in the Recommended DCO and would ensure CCR is provided.

Combined Heat and Power Readiness (CHP)

- 6.2.16 The Application Proposal meets NPS EN-2 requirements to be CHP ready. Requirement 28 is adequately secured in the Recommended DCO and would ensure CHP viability is reviewed and delivered.

Flooding and Water

- 6.2.17 I am satisfied that the installation and removal of cofferdams in respect to Work No 4 (cooling water) would be undertaken in a manner that it would not give rise to significant adverse effects to flooding. I am further satisfied that the Proposed Development would have no significant effects during construction, operation and decommissioning on flood defences, flooding or water resources. I am satisfied that the Proposed Development would accord with the relevant NPSs.
- 6.2.18 The provisions contained within the Recommended Deemed Marine Licence (DML), and Requirements 5 (detailed design), 13 (drainage), 14 (flood risk), 15 (contaminated land), 18 (CEMP), and 36 (decommissioning) are adequately secured in the Recommended DCO and would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

Land Contamination and Ground Conditions

- 6.2.19 I am satisfied that the Proposed Development would have no significant effects during construction and operation on land contamination matters. I am satisfied that the Proposed Development would accord with the relevant NPSs. Requirements 15 (contaminated land), 18 (CEMP), and 25 (piling) are adequately secured in the Recommended DCO and would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

Landscape and Visual

- 6.2.20 The Proposed Development would have a significant adverse effect on landscape character and visual receptors owing to its sheer size and scale, and little in the way of mitigation can be undertaken. I am mindful of the advice contained in NPS EN-1 that new power stations are likely to have visual effects and that this must be weighed against the benefits and need for the scheme. I have already accepted these benefits, and taken with the fact that the Proposed Development would be considerably less visually prominent than the existing coal-fired power station which would be demolished, I am satisfied that the benefits of the scheme more than outweigh the identified significant landscape and visual effects caused by the construction and operation of the proposed development. I am satisfied that the Proposed Development would accord with the relevant NPSs.
- 6.2.21 Requirement 6 (landscape and biodiversity strategy) would ensure mitigation in the form of planting within the existing site compound identified in the ES [APP-037 - APP-124] is carried out.

Noise and Vibration

- 6.2.22 I am satisfied that the Proposed Development would have no significant effects during construction and operation of the Proposed Development on noise and vibration matters. I am satisfied that the Proposed Development would accord with the relevant NPSs.
- 6.2.23 Requirements 18 (CEMP), 20 (construction traffic management plan (CTMP), 23 and 24 (noise from construction and operation) are adequately secured in the Recommended DCO and would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

Statutory Nuisance and Human Health

- 6.2.24 I am satisfied that the risks and hazards associated with the Proposed Development have been adequately assessed in the ES and would accord with the relevant NPSs. I am satisfied that the Proposed Development would not give rise to significant effects from construction, operation decommissioning activities on local persons in respect to health and well-being.
- 6.2.25 Requirements 8 (lighting), 18 (CEMP), 22 (construction hours), 29 and 30 (aviation lighting and air safety) are adequately secured in the

Recommended DCO and would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

Sustainability and Climate Change

- 6.2.26 I am satisfied that the Proposed Development would not give rise to significant effects taken by itself, and would amount to considerable betterment on sustainability and climate change over the existing coal-fired power station. I am satisfied that the Proposed Development would accord with the relevant NPSSs.
- 6.2.27 Requirements 18 (CEMP), 20 (CTMP) (construction hours), 26 (site waste management plan (SWMP) and 36 (decommissioning) are adequately secured in the Recommended DCO and would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

Traffic and Transport

- 6.2.28 I am satisfied and would recommend that there would be no significant adverse effects during construction and operation of the Proposed Development on traffic and transport matters. I am satisfied that Proposed Development would accord with the relevant NPSSs.
- 6.2.29 Requirements 7 (public rights of way), 9 (highways access), 20 (CTMP), 21 (CWTP), and 36 (decommissioning) are adequately secured in the Recommended DCO and would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

Waste Management

- 6.2.30 I am satisfied that the Proposed Development would have no significant effects on waste from construction, operation and decommissioning activities. I am satisfied that the Proposed Development would accord with the relevant NPSSs.
- 6.2.31 Requirements 26 (SWMP) and 36 (decommissioning) are adequately secured in the Recommended DCO and would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

Cumulative and Combined Effects

- 6.2.32 I am satisfied that the Proposed Development would have no significant cumulative or combined effects from construction, operation and decommissioning activities. All Requirements in the Recommended DCO would ensure mitigation identified in the ES [APP-037 - APP-124] is carried out.

The Existing Coal-Fired Power Station

- 6.2.33 I am satisfied that the demolition of the existing coal-fired power station is adequately secured by means of a development consent obligation under s106 of the TCPA1990, and it meets the tests in the Framework.

6.3 THE PLANNING BALANCE

- 6.3.1 With the exception of landscape and visual matters, the ES identifies that the Proposed Development would either have no significant effects from construction, operation and decommissioning activities on the environment, or that the identified potential significant effects can be mitigated through practices which are adequately secured in the Recommended DCO. I concur with these findings.
- 6.3.2 The exception to this is in respect of landscape character and visual receptors, where likely significant effects from construction and operation of the Proposed Development are unavoidable, and cannot be entirely mitigated due to the very nature of the Proposed Development and its several large pieces of infrastructure.
- 6.3.3 However and as stated above, NPS EN-1 acknowledges this will be the case with large-scale infrastructure developments such as this, and a balancing exercise must be drawn between the public benefits and the harm caused.
- 6.3.4 The public benefits are clearly set out and accepted in NPS EN-1's identification of need for energy generating development. The choice of the site is obvious given its existing use for power generation and location close to a cooling water source. While potentially causing significant landscape and visual effects, the Proposed Development would be of a significantly reduced scale, and thus considerably less intrusive and visible compared with the existing coal-fired power station.
- 6.3.5 Furthermore, there would be considerable overall improvements of the environmental effects in respect of the discharge of air pollutants, and the effects on marine wildlife and water from abstraction and discharge rates and temperatures when comparing the proposed CCGT and the existing coal-fired power station. While I have sought to focus the Examination on the merits of the Proposed Development, these overall benefits I have identified must also clearly form part of the planning balance.
- 6.3.6 In my conclusion, I find that the identified harm done is outweighed by the substantial benefits from the provision of energy to meet the need identified in NPS EN-1 and by the other environmental benefits of the application as summarised above. I further conclude that there is no breach of NPS policy overall.
- 6.3.7 For the reasons set out in the preceding chapters and summarised above, I conclude that the Proposed Development is acceptable. I carry this conclusion forward to my consideration of compulsory acquisition and temporary possession proposals and objections to these in Chapter 7 below, noting also that my reasoning above identifies a basis for a number of changes to the DCO, documented in Chapter 8 below.

7 COMPULSORY ACQUISITION AND RELATED MATTERS

7.1 INTRODUCTION

- 7.1.1 The application subject to examination includes proposals for the compulsory acquisition (CA) of freehold of land, new rights over land, and temporary possession (TP) of land. This chapter records the examination of those proposals and related issues.

7.2 THE REQUIREMENTS OF THE PLANNING ACT 2008

- 7.2.1 CA powers can only be granted if the conditions set out in sections 122 and 123 of the Planning Act 2008 (PA2008), together with relevant guidance in "Guidance Related to Procedures for the Compulsory Acquisition of Land", DCLG, September 2013 (the DCLG CA Guidance) are met.
- 7.2.2 S122(1) of the PA2008 states that an Order granting development consent may include provision authorising the compulsory acquisition of land only if the SoS is satisfied that the conditions in s122 (2)(a), (b) and (c) and (3) are met. Only s122(2)(a), (b) and (3) are relevant, as no land is being exchanged.
- 7.2.3 S122(2)(a) states that the CA conditions are met if the land is required for the development to which the development consent relates. The DCLG CA Guidance states that for this to be met, the Applicant should be able to demonstrate to the satisfaction of the SoS that the land in question is needed for the development to which the consent is sought. The SoS will need to be satisfied that the land to be acquired is no more reasonably required for the purposes of the development.
- 7.2.4 S122(2)(b) states that the condition is met if the land is required to facilitate or is incidental to that development. The DCLG CA Guidance states that an example to demonstrate compliance would be for the purposes of landscaping. The SoS would need to be satisfied in such circumstances that the land is no more than reasonably necessary and is proportionate. This section of the Act applies to only Plot 40 as identified on the Land Plans ([APP-013] as originally submitted but updated at Deadline (DL) [REP2-007] and DL 6 [REP6-006].
- 7.2.5 The DCLG CA Guidance states as part of the s122 tests, the SoS will expect a demonstration that all reasonable alternatives have been explored to CA, and that there is a reasonable prospect of the requisite funds for acquisition becoming available.
- 7.2.6 S122 (3) requires demonstration of a compelling case in the public interest to acquire the land compulsorily. The DCLG CA Guidance states that for this to be met, the SoS will need to be persuaded that there is compelling evidence that the public benefits that would be

derived from the CA will outweigh the private loss that would be suffered by those whose land is to be acquired.

- 7.2.7 S123 of the PA2008 relates to land to which authorisation of compulsory acquisition can relate. S123(1) permits CA subject to conditions that: i) a request was made for CA; ii) that all persons with an interest in the land consent to the inclusion of the provision; and iii) the prescribed procedure has been followed in relation to the land.
- 7.2.8 S127 of the PA2008 relates to statutory undertakers land. S127(5) and (6) states that an order granting development consent may include provision authorising the CA of a right over statutory undertakers' land providing that it can be done so without serious detriment to the carrying out of the undertaking, or that any detriment can be made good. A number of statutory undertakers have land interests within the Order Limits.
- 7.2.9 S135 of the PA2008 states that an order granting development consent may include a provision authorising the compulsory acquisition of an interest in Crown land only if: i) if the land is held by or on behalf of the Crown; and ii) that the appropriate Crown authority consents to the acquisition.
- 7.2.10 S138 of the PA2008 relates to extinguishment of rights. S138 (4) states that an order may include a provision for the extinguishment of the relevant rights, or the removal of the relevant apparatus only if the SoS is satisfied that the extinguishment or removal is necessary for the purposes of carrying out the development to which it relates. For the Proposed Development, this section of the Act is relevant to statutory undertakers with land and equipment interests within the Order Limits.
- 7.2.11 These matters were tested in the Examination and are reported on further below.
- 7.2.12 Further to Part 1 of Schedule 5 to PA2008 at Paragraph 2, TP powers are capable of being within the scope of a DCO. PA2008 and the associated DCLG CA Guidance do not contain the same level of specification and tests to be met in relation to the granting of TP powers, as by definition such powers do not seek to permanently deprive or amend a person's interests in land. Further, such powers tend to be ancillary and contingent to the application proposal as a whole: only capable of proceeding if the primary development is justified.
- 7.2.13 I take all relevant legislation and guidance into account in my reasoning below and relevant conclusions are drawn at the end of this Chapter.

7.3 THE REQUEST FOR COMPULSORY ACQUISITION POWERS

- 7.3.1 The Applicant requests consent under s123(2) of the PA2008 for land to be CA and to take TP. The application draft DCO [APP-005] and all

subsequent versions submitted by the Applicant included provisions intended to authorise CA of land and rights over land. Powers for the TP of land are also sought.

7.3.2 On this basis, the application was accompanied by a Book of Reference (BoR) [APP-008], Statement of Reasons (SoR) [APP-009], Land Plans [APP-013], Crown Land Plans [APP-014] and a Funding Statement (FS) [APP-011]. Taken together, these documents set out the land and rights sought by the Applicant together with the reasons for their requirement and the basis under which compensation would be funded.

7.3.3 As is normal, the Examination and due diligence processes led to changes to some of this documentation. The following had been updated during the Examination so that by its close, it comprised:

- BoR Revision 3: Submitted at DL 2 [REP2-006];
- Crown Land Plans Revision 2: Submitted at DL 2 [REP2-008]; and
- Land Plans Revision 3: Submitted at DL 6 [REP6-006].

7.3.4 References to the BoR and the Land Plans in this chapter from this point should be read as references to the latest revisions cited above. It should be particularly noted that all Land Plan plot references employed in this chapter are correct as per the most recently submitted version at DL 6 [REP6-006].

7.3.5 The BoR was updated at DL 2 to correct some very minor errors contained within it, explained within the covering letter [REP2-001] and which I judged did not fundamentally change the application.

7.3.6 The Land Plans were initially updated at DL 2 [REP2-007] as I identified in my WQs [PD-007] inconsistencies and errors with the wording of the originally submitted Land Plans [APP-013] and its use of "Order Land" and "Order Limits", as well as with the draft DCO [APP-005]. The Land Plans were further updated at DL 6 [REP6-006] following a review by the applicant of land required for CA of freehold of land. I discuss this further below.

7.4 THE PURPOSES FOR WHICH THE LAND IS REQUIRED

7.4.1 The purposes for which the CA and TP powers are required are set out in the BoR [REP2-006] and SoR [APP-009], as augmented by relevant additional evidence discussed below. The powers sought are set out below.

CA of Freehold of Land

7.4.2 The Applicant seeks to acquire all interest, including freehold on land identified on the Land Plans [REP6-006] as being shaded pink. Only two sites are required: Plot 40 comprises a small area of highway verge located adjacent to an access gate on Wand Lane on the site's

eastern boundary; and Plot 610 which would comprise the location of Work No 7 (AGI).

CA of New Rights Over Land

- 7.4.3 The Applicant seeks to acquire new rights on land identified on the Land Plans [REP6-006] as being shaded blue. These plots are identified within Schedule 8 of the Recommended DCO. The new rights are required for the installation, construction, operation and maintenance of principally Work No 4 (cooling water), and Works No 6 (gas pipeline). Two small individual plots (Plot 10 and Plot 30) are required in connection with Work No 5 (borehole and towns water connection) and Work No 9 (surface water discharge) respectively, which are below the A19 and Hensall Dyke respectively.
- 7.4.4 As identified in the BoR [REP2-006], land identified to the north of the River Aire, and on the western side of Ings Lane on the southern side of the River Aire are in private ownership with the exception of Plots 195, 250, 240 and 215, which lie closest to the River Aire and which are in the freehold ownership of the Applicant and tenanted to individuals. Land on the western side of Ings Lane, in connection with Works No 4 (cooling water) are in the freehold ownership of the Applicant and tenanted to individuals with the exception of Plots 265, 270, 275, 285, 295, 310 and 320 closest to the River Aire which are in private ownership.
- 7.4.5 Plot 230 is within the non-tidal section of the River Aire, and is the location of the existing cooling water intake pipes. The BoR [REP2-006] identifies that the Applicant, the EA and the Canal & River Trust (CRT) as having freehold interests.

CA to Extinguish Existing Rights, Easements and Servitudes

- 7.4.6 The Applicant seeks to extinguish existing rights on land identified on the Land Plans [REP6-006] as shaded green. These powers are requested to ensure easements and other private rights affecting the land are extinguished or suspended which would otherwise potentially hinder construction or operation of the Proposed Development.
- 7.4.7 This land concerns all land within the existing coal-fired power station and the site for Work No 1 (proposed combined cycle gas turbine (CCGT)) and Work No 2 (construction laydown and carbon capture readiness area (CCR)), and three plots (Plots 95, 120 and 145) to the north of Wand Lane which are owned by the Applicant and on which the current and proposed Work No 4 (cooling water) and Work No 6 (gas pipeline) exist and would exist.

Temporary Possession

- 7.4.8 The Applicant seeks to take TP of land to permit construction or maintenance of the Proposed Development. This is identified on the Land Plans [REP6-006] as being shaded yellow. These plots are set out in Schedule 10 of the Recommended DCO.

Crown Land

7.4.9 Plots 245, 255 and 690 are identified in the BoR [REP2-006] and on the Crown Land Plan [REP2-008] as having Crown interest, administered and run by the EA. These plots are contained within the tidal section of the River Aire, and new rights are sought to:

- Construct the discharge infrastructure in respect to Work No 4 (cooling water); and
- Construct Work No 6 (gas pipeline) underneath the River Aire.

Statutory Undertakers' Land

7.4.10 Work No 3 (electrical connection works) will be required to connect to the National Grid Electricity Transmission's (NGETs) existing substation, identified as Plot 65 on the Land Plan [REP6-006]. CA of land is not sought. The SoR [APP-009] states that it is anticipated that the works can be carried out under a connection agreement. The same principles apply to Works No 7 (AGI) in respect to connection to the National Grid Gas (NGG) Feeder gas pipeline.

7.4.11 The SoR [APP-009] states that the Applicant has identified land within the Order Limits belonging to Northern Power Grid (Yorkshire) plc., BT, Northern Gas Networks and Yorkshire Water, and as such may contain their infrastructure. In all cases, Protected Provisions are proposed in relation to each undertaker.

7.5 THE CASE MADE FOR COMPULSORY ACQUISITION

Need

7.5.1 The Applicant states in the SoR [APP-009] that to ensure that the Proposed Development can be built, maintained and operated, and to meet the Government's policy in relation to the timely provision of new generating capacity, the Applicant requires the acquisition of a number of property interests in third party ownership, and has therefore applied for the grant of powers to facilitate acquisition and/or creation of new rights and interests, and to extinguish rights over land.

7.5.2 In respect of CA of land, the SoR [APP-009] states that this power is only requested on land where other powers would not be sufficient or appropriate to enable the construction, operation or maintenance of the Proposed Development. Otherwise, new rights are required in order to construct, operate and maintain the infrastructure on land not within its ownership. The extinguishment of existing rights is required to ensure that easements and other private rights identified as affecting the land are suspended or extinguished so as to facilitate the construction and operation of the Proposed Development without hindrance. Furthermore, there may be unknown rights, restrictions, easements or servitudes affecting the land which also need to be extinguished in order to facilitate the construction and operation of the Proposed Development.

- 7.5.3 In respect of temporary use, the Applicant states that the land identified in the Land Plans [REP6-006] is not required to be acquired compulsorily. These areas principally relate to Work No 4 (cooling water) and Work No 6 (gas pipeline). The construction working width is set at 36m. There are exceptions to this, where a wider working width is to accommodate crossings of watercourses, drains, roads or similar, for construction compounds, and for access points. The Applicant further argues that the construction area allowed for a particular crossing depends on the likely construction method to be employed, for instance, the crossing method for the River Aire (where the gas pipeline will be tunnelled underneath the river requires a substantial area of land on both sides of the river. The working width would also be considerably wider on Plot 165 [REP6-006] where both Work No 4 (cooling water) and Work No 6 (gas pipeline) align.
- 7.5.4 The Applicant states [APP-009] that underpinning the need for CA is so that the Proposed Development can be constructed and be operational within a reasonable commercial timeframe, and the powers sought and land required is no more than is required to facilitate the Proposed Development. Nevertheless, individual private agreements with each person with an interest in the land will be sought. The SoR [APP-009] sets out the progress to these negotiations.
- 7.5.5 The Applicant states [APP-009] that the need for CA is entirely consistent with the NPSs particularly NPS EN-1's requirement to boost energy supply in the UK.

Alternatives

- 7.5.6 In Chapter 4 of this Report I have examined the alternative locations for the proposed CCGT and gas pipeline routes. A main consideration for the selection of the proposed route for the gas pipeline was because it was the shortest of all the considered alternative routes, and would generate less land needed to be subject to CA. I concluded that they had been adequately justified.
- 7.5.7 The SoR [APP-009] states that in order to provide a gas connection to the development site, there is no alternative but to seek to acquire land, new rights over existing land and the temporary use of land. It also asserts that a 'Do Nothing' scenario is not appropriate given the established national need for new energy generation as prescribed in NPS EN-1, EN-2 and EN-4. Furthermore the closure of the existing Eggborough coal-fired power station in the near future underlines the importance of providing new generating capacity at the Site.

Availability and Adequacy of Funds

- 7.5.8 A FS [APP-011] accompanies the application which includes a full statement of accounts. The FS [APP-011] states that the Applicant's last reported accounts to 30 September 2015 confirmed it had net assets of £6m which includes full provision of future closure costs of

the site. The Applicant's parent company filed accounts of €11.3bn. The project costs are estimated to be £1bn and include construction, preparation, supervision and land acquisition costs including compensation payable in respect of any CA. The Proposed Development would be funded from the cash reserves of the Applicant, with additional support from its parent company if required. Construction costs will be funded from a combination of the parent company's resources and debt finance, with the exact combination dependent upon market conditions at the date construction commences.

7.5.9 The Applicant states [APP-011] that it has extensive experience of financing major capital projects, that funds would meet the capital expenditure for the cost of the Proposed Development, of acquiring or obtaining land and compensation. Its own advice states that the Proposed Development is commercially viable and resources are committed.

7.5.10 The Applicant considers [APP-011] that it has the ability to procure the financial resources required for the Proposed Development, including the cost of acquiring any land and rights and the payment of compensation, as applicable. They state that they are not aware of any interests within the Order land in respect of which a person may be able to make a blight claim, but in the event this did occur, the Applicant would have sufficient funds to meet any compensation due. It also states that the SoS can be satisfied that the requisite funds for payment of compensation will be available at the appropriate time.

The Objectors' Case

7.5.11 There were no specific outright objections to CA made or received during the Examination by any party.

7.5.12 NGG/NGET in their RR [RR-007] and in their response to DL 1 [REP1-013] did object in respect to the use of Plot 65 in respect to Work No 3 (electricity connections), but did so on the basis that at that current time, protected provisions in respect of NGG/NGET infrastructure and crossing agreements had yet to be reached. NGG/NGET requested a CA Hearing (CAH), which I held on the afternoon of Thursday 23 November 2017 [EV-012], but it failed to attend.

7.5.13 I was informed by the Applicant at the CAH held on Thursday 23 November 2017 [EV-012] and confirmed in writing at DL 3 [REP3-012] that the parties had made significant progress on agreeing such protected provisions, and crossing agreements would be dealt with by an Asset Agreement, which falls outside of my considerations. NGG/NGET wrote to me on 7 March 2018 [AS-006] stating that such agreements had been reached and that they withdraw their objection to the scheme. This is confirmed in the statement of common ground (SoCG) signed between the parties submitted at DL 9 [REP9-006].

- 7.5.14 The CRT initially objected in its RR [RR-008] to the CA freehold of its land, which it deemed unnecessary and unjustified. However, CRT stated in its response to DL 2 [REP2-031] that it had clarified the position with the Applicant; CA of the freehold was not being sought; and subsequently its objection on this was removed.
- 7.5.15 The CRT in its RR and WRs during the Examination [RR-008, REP2-031, REP3-024, and REP6-008] and at the CAH held on Thursday 23 November 2018 [EV-012] have maintained an objection to the Protected Provisions clause set out in Schedule 12, Part 3 of the Recommended DCO, and this was not resolved by the parties by the close of the Examination. I report on this specifically and in more detail in Chapter 8 of this Report.
- 7.5.16 The Marine Management Organisation (MMO) raised comments in its WR [REP2-033] in respect to Protected Provisions under Schedule 12 Part 1 of the Recommended DCO. It noted that a separate marine licence would be required if construction or relocation of utilities were to take place within the marine environment. The MMO throughout the Examination were principally concerned with the provisions and wording of the draft Deemed Marine Licence, which forms Schedule 13 of the Recommended DCO. I report on these discussions and changes in Chapter 8 of this Report.

7.6 EXA'S EXAMINATION OF THE CASE FOR COMPULSORY ACQUISITION AND TEMPORARY POSSESSION

s122/s123 Tests

- 7.6.1 The land for Work No 1 (CCGT) and Work No 2 (construction laydown and CCR) lie entirely within the freehold ownership of the Applicant [REP2-006] and is within the site compound of the existing coal-fired power station. Aside from small connection points, the land for Works No 5 (borehole and towns water connection) and Works No 9 (surface water drainage) also lie within the existing coal-fired power station site. This land is identified on Land Plans [REP6-006] as required to remove any existing rights, easement or servitudes over this land.
- 7.6.2 As this land lies within an existing enclosed site, I am satisfied this is an entirely reasonable request as any existing right or easement could endanger or severely interfere or impede the project's delivery. I did not question this further during the Examination. I am equally satisfied that the Applicant has applied due diligence to ascertaining any existing rights and easements.
- 7.6.3 CA for new rights over Plots 10 and 30 in connection with Works No 5 (borehole and towns water connection) and Work No 9 (surface water drainage) was never raised or questioned during the Examination by any party, and I likewise had no reason to do so, being that they comprise relatively small parcels of land under the A19 and Hensall Dyke respectively.

- 7.6.4 The selection of the application site for the Proposed Development is manifestly obvious given its previous use and existing grid connections. I am equally satisfied that the ES [APP-044] and the SoR [APP-009] had satisfactorily explained the route selection of Work No 6 (gas pipeline). I therefore did not consider it necessary to investigate this further.
- 7.6.5 I am also satisfied that the land take and working width for Work No 4 (cooling water) and Work No 6 (gas pipeline) at 36m, wider in places where Work No 6 negotiates water and road crossing and where the two align at land south of the River Aire and into the existing coal-fired power station site, has been sufficiently justified by the Applicant in the ES [APP-044 and APP-009].
- 7.6.6 The SoR [APP-009] and BoR [REP2-006] identify that much of the route of the Works No 4 [cooling water] is already within the Applicant's freehold ownership. Yet the original Land Plans submitted with the application [APP-013] identified a number of parcels were sought for CA of the freehold of the land, and this despite the SoR [APP-009] identifying that the tenants of these lands had made private agreements for the land to be used.
- 7.6.7 I was not clear why therefore these plots needed to be CA for the freehold, and I asked the Applicant to justify this position at the CAH held on Thursday 23 November 2017 [EV-012]. The Applicant responded that it was not precisely known where the cooling water infrastructure lay beneath the ground, and that parts of it may in fact be on land not owned by the Applicant. However, it accepted that the freehold CA of these plots may not now be necessary because private agreements had been reached, and stated that it would undertake a review of land required for CA. At DL 6, the Applicant had submitted revised Land Plans [REP6-006] and an updated draft DCO [REP6-003] in which the plots identified for CA for freehold of land along the route of Works No 4 [cooling water] were changed to CA for rights over land as only being sought.
- 7.6.8 The Land Plans [REP6-006] subsequently identify only two plots of land are required for CA of the freehold. Plot 610 would be for Work No 7 (above-ground installation (AGI)). As this would be entirely necessary and essential infrastructure to operate the Proposed Development, and would be an enclosed and secure compound, I am satisfied that the CA of this plot is justified. I asked the Applicant in my FWQ [PD-011] to justify its size to test that it was no more than necessary, and its response [REP5-005] did so.
- 7.6.9 I also asked [PD-011] for clarification for the need to acquire Plot 40. The Applicant stated [REP5-005] that the land was largely within its existing compound and comprised landscaping which it maintains and would continue to maintain as part of Work No 8 (landscaping). However, the land is unregistered and the Applicant does not have title deeds to it. CA of the freehold is to regularise the land, and the Applicant is not aware of any third party ownership. The Applicant felt

that the CA of this land fell squarely within permitted condition s122 (2)(b) of the PA2008. I was satisfied with this response.

- 7.6.10 Should any such third parties come forward at a later stage, compensation would be available for any loss incurred. I therefore consider that any interference with human rights arising from implementation of the Proposed Development is proportionate and strikes a fair balance between the rights of the individual and the public interest.
- 7.6.11 Notwithstanding the above, the SoR [APP-009] indicates that the Applicant is seeking to sign private agreements with all landowners, tenants and other persons with interest on the land such that CA of land and rights over land may not be ultimately relied upon. At the CAH held on Thursday 23 November 2017 [EV-012], I asked the Applicant to update me on this position.
- 7.6.12 The Applicant confirmed [EV-012] and in its written response [REP3-012] that all but two landowners had now agreed and signed private agreements for purchase of the freehold and for new rights over the Order Land and respectively identified in the Land Plans [REP6-006]. Of the two landowners that hadn't, Heads of Terms (HoT) had been agreed with one. The other was the EA, whom sought to agree the technical provisions before concluding the land and commercial negotiations. The Applicant stated that those negotiations have been run in parallel, and now that with the signing of a SoCG between the parties the commercial negotiations can continue with a view to reaching agreement as soon as possible.
- 7.6.13 The SoCG signed between the Applicant and the EA was submitted by the Applicant at DL 3 [REP3-008]. The Applicant confirmed in its submissions at DL 9 [REP9-008] that agreement with the EA, and all other persons with an interest in the land had been signed. This is a significant step, one that may mean that the powers of CA of land may not be drawn upon.
- 7.6.14 I asked a number of WQs [PD-007] in respect of clarity of CA within the draft DCO [APP-005], which were satisfactorily addressed by the Applicant in its response [REP2-014]. At the CAH held on Thursday 23 November 2017 [EV-012] I clarified the need for CA on individual plots, and I was satisfied with the responses given by the Applicant.
- 7.6.15 No party raised concerns over the funding of the Proposed Development. I sought clarification in WQ [PD-007] on how the Applicant arrived at its CA costs as these had not been separately identified from the project costs. The Applicant responded [REP2-014] that the likely CA costs cannot be disclosed as this could prejudice its discussions with the Affected Persons (Aps), but that sufficient funds are available to meet all costs. I was satisfied with this response and asked no further questions.

- 7.6.16 The draft DCO at that time [APP-005] did not contain an Article requiring financial security requiring compensation due following the use of CA powers, and I requested such an insertion into the DCO. The Applicant agreed as it appeared within the DL 3 submitted draft DCO [REP3-003].
- 7.6.17 I am satisfied that the Applicant has demonstrated that CA of the freehold of land of Plots 40 and 610, the new rights over land identified in Schedule 8 of the Recommended DCO, the extinguishment of existing rights on land within the existing and proposed power station site has been adequately justified, and is no more than is reasonably necessary to facilitate the Proposed Development. I am satisfied that the Proposed Development is adequately funded.
- 7.6.18 The need for the development has already been established by the NPS and accepted in this Examination. The imminent closure of the existing coal-fired power station and the need for the site to continue producing energy is a substantial benefit of the Proposed Development. The public benefits are thus tangible, and more than outweigh any private loss of land for a temporary period for the construction of the necessary infrastructure, and inconvenience through any maintenance activities required.
- 7.6.19 I am therefore satisfied that the CA tests set out in s122 and s123 of the PA2008 have been met.

S135 Tests

- 7.6.20 As identified above, Plots 245, 255 and 690 fall within the Crown interest. Plots 245 and 255 are shown on the Land Plans [REP6-006] as being land required for new rights to construct Work No 6 (gas pipeline) under the tidal section of the River Aire. Plot 690 is required in connection with Work No 4 (cooling water) to construct the discharge cooling water.
- 7.6.21 I received at DL 2 [REP2-024] a letter from The Crown Estate (TCE) stating the Applicant is currently engaged with TCE's agents, and working constructively with TCE to reach an agreement for an appropriate interest in TCE's relevant land. The parties are expectant that an agreement will be reached by the close of the Examination. Agreed wording for Article 42 of the Recommended DCO was also put forward in this letter.
- 7.6.22 I asked a FWQ [PD-011] for the Applicant to provide an update. It replied [REP5-005] that HoTs have been agreed with TCE, and that an email was sent to the affected party's agent on 4 January 2018 seeking an update on production of a plan to be appended to that HoT. A response was received on 5 January 2018 confirming the plan is yet to be produced but there are no outstanding issues preventing its production.

- 7.6.23 The Applicant stated in its submission at DL 9 [REP9-008] that it had signed an agreement with TCE. However, no further communication was received from TCE during the Examination to confirm this or to state that it had authorised Crown land to be used.
- 7.6.24 Without this confirmation, I cannot recommend to the SoS that the tests of s135 of the PA2008 have been met. However, I am generally satisfied from the above that communication between the Applicant and TCE has taken place and that sufficient progress has been made, and that such an Agreement is, more likely than not, to exist.
- 7.6.25 I would recommend that the SoS seek confirmation from TCE accordingly that it has consented for Crown Land to be used.

S127 / s138 Tests

- 7.6.26 Schedule 12 Part 1 of the Recommended DCO sets out the Protected Provisions for electricity, gas, water and sewerage undertakers. As stated above, agreements have been reached between the Applicant and NGG/NGET in the form of a private Asset Protection Agreement, confirmed within the SoCG signed between the parties [REP9-006]. The Applicant confirms [REP9-008] that Northern Power Grid (Yorkshire) plc., BT and Yorkshire Water raised no comments on the wording of the Protected Provisions and find they are adequately protected.
- 7.6.27 As with NGG/NGET, the Applicant and Northern Gas Networks have agreed to sign a private Asset Protection Agreement to protect its interests. However, this was not signed by the close of the Examination. Northern Gas Networks (or BT, Yorkshire Water or Northern Power Grid (Yorkshire) plc.) did not participate in the Examination at any stage to voice any concerns in this regard.
- 7.6.28 With the provision of Schedule 12, Part 1 of the Recommended DCO, I am satisfied that the statutory undertakers would be adequately protected from the construction and operation of the Proposed Development and that there would be no serious detriment to the carrying out of their respective undertakings. The tests of s127 and s138 of the PA2008 are satisfied.
- 7.6.29 However, the SoS may want to seek confirmation from the Applicant that the private Asset Protection Agreement has been signed. However, if such confirmation is not provided by the Applicant, or such an Agreement has not been signed at the point confirmation is sought, I am satisfied the SoS can be confident that Northern Gas Networks' undertakings would be preserved and protected.

Temporary Possession

- 7.6.30 The Land Plans [REP6-006] identifies a number of plots in which TP is needed to construct Work No 4 (cooling water), Work No 6 (gas pipeline) and Work No 7 (AGI). This includes construction compounds and storage areas as well as temporary haul roads along the route of

Works No 6. No IPs or Aps raised any concerns with the quantum or size of the sites needed. On examination of the Land Plans [REP6-006] and the ES [APP-043 and APP-044] I had no reasons to question the Applicant on this matter, and I did not pose any questions during the Examination.

7.7 THE EXA'S RECOMMENDATIONS ON THE GRANTING OF COMPULSORY ACQUISITION POWERS

7.7.1 S122 and s123 of the PA2008 sets out the purposes for which CA may be authorised. I am satisfied that the legal interests in all the plots of land included in the revised BoR [REP2-006] and shown on the Land Plans [REP6-006] would be required for both the principal development and for land required to facilitate that provision. I am satisfied, and recommend to the SoS that the requirements of s122 of PA2008 are therefore met.

7.7.2 Concerning s122(3), I am satisfied, and recommend to the SoS that a compelling case in the public interest exists for the following reasons:

- The development for which the land is sought would be in accordance with national policy as set out in the relevant NPSs and development consent should be granted;
- The NPSs identify a national need for electricity generating capacity of the type that is the subject of the application;
- There is a need to secure the land and rights required and to construct the development within a reasonable commercial timeframe, and the development represents a significant public benefit to weigh in the balance;
- The private loss to those affected has been mitigated through the selection of the land and the minimisation of the extent of the rights and interests proposed to be acquired;
- The Applicant has explored all reasonable alternatives to the CA of the rights and interests sought; and
- Secure funding would be available to enable the compulsory acquisition following the DCO being made and a guarantee of its availability is proposed in the DCO.

7.7.3 S135 of the PA2008 is met subject to the SoS confirming with TCE that it has consented to Crown land being used for the construction of the Proposed Development as confirmed by the Applicant [REP9-008].

7.7.4 S127 and s138 of the PA2008 are met insofar as the Proposed Development would not cause serious detriment to the carrying on of the undertaking. The SoS may wish to seek confirmation from the Applicant that it has signed a private Asset Protection Agreement with Northern Gas Networks. However, if such a confirmation is not forthcoming or such an Agreement has not been signed at the point confirmation is sought, I am satisfied the SoS can be confident that Northern Gas Networks' Protected Provisions and undertaking would be preserved by Schedule 12, Part 1 of the Recommended DCO.

- 7.7.5 The case for CA powers required to be based on the case for the development overall. I have shown in Chapter 6 that I have reached the view that development consent should be granted. As I have set out above, I am satisfied that the CA powers sought by the Applicant are justified and should be granted because I have concluded that there is a compelling case in the public interest for land and interests to be compulsorily acquired and therefore the proposal would comply with PA2008.
- 7.7.6 As far as human rights are concerned, I am satisfied that the Examination has ensured a fair and public hearing; that any interference with human rights arising from implementation of the Proposed Development is proportionate and strikes a fair balance between the rights of the individual and the public interest; and that compensation would be available in respect of any quantifiable loss. There is no disproportionate or unjustified interference with human rights so as to conflict with the provisions of the Human Rights Act 1998.

8 DRAFT DEVELOPMENT CONSENT ORDER AND RELATED MATTERS

8.1 INTRODUCTION

- 8.1.1 The application draft Development Consent Order (DCO) and draft Deemed Marine Licence (DML) [APP-005], and the Explanatory Memorandum (EM) [APP-006] were submitted by the Applicant as part of the application for development consent. The EM describes the purpose of the draft DCO as originally submitted, with each of its articles and schedules.
- 8.1.2 The application draft DCO [APP-005] was broadly based on the Model Provisions (MPs), but departed from those clauses to draw upon drafting used in made Orders for similar development under the Planning Act 2008 (PA2008), the Transport and Works Act 1992 and other Acts authorising development. Although there has been a change of approach to the use of Model Provisions since the Localism Act 2011, they remain a starting point for the consideration of the DCO and a comparison with them has been provided as part of the application [APP-007]. Precedent cases have also been considered where appropriate. The draft DCO [APP-005] and subsequent iterations are in the form of a statutory instrument as required by s117(4) of the PA2008.
- 8.1.3 This Chapter provides an overview of the contentious and non-contentious changes made to the DCO during the Examination process, between the application draft DCO and a final preferred draft DCO submitted by the Applicant at Deadline (DL) 9 [REP9-003]. It then considers changes made to the draft DCO in order to arrive at the Recommended DCO in Appendix D to this Report.
- 8.1.4 I do not report on every change made in the updated versions, as many were as a result of typographical errors; or slight revisions of the wording following either private discussion between the Applicant and relevant Interested Parties (IPs) or from their Written Representations (WRs), or as a result of my written questions (WQs) [PD-007] and further written questions (FWQs) [PD-011].

8.2 STRUCTURE OF THE DCO

- 8.2.1 The Recommended DCO is structured as follows:
- Part 1, Articles 1 and 2 sets out how the Order may be cited and when it comes into force. Article 2 sets out the meaning of various terms used in the Order;
 - Part 2, Articles 3 to 7 provide development consent for the Proposed Development, and allow it to be constructed, maintained and operated. Articles 6 and 7 set out who has the benefit of the powers of the Order and how those powers can be transferred;

- Part 3, Articles 8 to 13 provide for the undertaker to be able to carry out works to and within streets, to create or improve accesses, to temporarily stop up streets, suspend public rights of navigation and to be able to divert and temporarily stop up public rights of way;
- Part 4, Articles 14 to 16 set out three supplemental powers relating to discharge of water, authority to survey land and removal of human remains;
- Part 5, Articles 17 to 30 provide for the undertaker to be able to compulsorily acquire the Order land and rights over/within it, and to be able to temporarily use parts of the Order land for the construction or maintenance of the Proposed Development. The provisions provide for compensation to be payable to Affected Persons in respect of these powers, where that is not already secured elsewhere. These articles also provide for powers in relation to equipment of statutory undertakers;
- Part 6, Articles 31 and 32 provide powers in relation to trees which need to be removed or lopped in relation to the Proposed Development and any protective works to buildings; and
- Part 7, Articles 33 to 43 is concerned with miscellaneous and other general matters.

8.2.2 There are 14 Schedules to the Order, providing for the description of the Proposed Development (Schedule 1), the requirements applying to it (Schedule 2), matters in relation to streets, rights of way and public rights of navigation (Schedules 3 to 7), land in which only rights may be acquired (Schedule 8), amendments to statutes to ensure appropriate compensation is payable where new rights over land are acquired under the Order (Schedule 9), land which may be used temporarily for the Proposed Development (Schedule 10), the procedure for discharging requirements (Schedule 11), provisions protecting statutory undertakers and their apparatus (Schedule 12), a DML (Schedule 13) and relevant parameters for multi- or single-shaft options (Schedule 14).

8.3 DESCRIPTION OF WORKS

8.3.1 Part 1 of the Recommended DCO provides definitions of the authorised development, limits of deviation, the Land Plans, the Order Land, Order Limits and the undertaker. Article 38 sets out the plans to be certified by the SoS once the Order has been made. These are:

- The access and rights of way plans;
- The Book of Reference;
- The Combined Heat and Power assessment;
- The Environmental Statement;
- The Flood Risk Assessment;
- The Land Plans;
- The Works Plans;
- The Indicative Landscape and Biodiversity Strategy; and
- The Application Guide.

8.3.2 The Application Guide did not form part of the draft DCO when submitted with the application. I requested in my FWQs [PD-011] that it should be, along with a definition in Article 2, so as to provide clarity as to the updated documents submitted during the Examination. The change was made with the updated DCO at DL 5 [REP5-002]. No party raised any concern with the description of the works or the documents to be certified. I had some concerns with some definitions in the draft DCO submitted with the Application [APP-005] and I discuss these below.

8.3.3 Schedule 1 of the Recommended DCO lists the authorised development. This is set out in further detail in Chapter 2 of this Report. No party raised any concern with the description of the authorised development during the Examination.

8.4 EXAMINATION OF THE DCO

8.4.1 My initial examination of the draft DCO submitted with the Application [APP-005] did not identify any serious concerns such that an issue specific hearing (ISH) on the DCO matters was necessary at the outset of the Examination, as has been the case on other projects.

8.4.2 I posed a number of WQs [PD-007] principally in respect to the wording and provisions within the DCO [APP-005]. The Applicant responded to these questions [REP2-014] and produced an updated DCO [REP2-003] accordingly which included changes where the Applicant agreed were necessary, as well as resulting from private and individual discussions with IPs, and the correction of typographical errors it had found.

8.4.3 I considered outstanding issues remained, particularly Article 2 and Schedule 2 definitions of "commence", "maintain" and "permitted preliminary works", and I held an ISH on the draft DCO on Thursday 23 November 2017 [EV-011] to discuss these matters further, along with the wording and provisions of Requirements 16 and 24 in Schedule 2, and the draft Deemed Marine Licence (DML) contained within Schedule 13. At the CAH held on the same day, the Protected Provisions for the Canal & River Trust (CRT), which is set out in Schedule 12 Part 3, was also discussed at some length. Following both hearings, the Applicant updated the DCO at DL 3 [REP3-003] to reflect those discussions.

8.4.4 I posed FWQs [PD-011] in respect principally to Article 2, and a further update was made to the DCO at DL 5 [REP5-002] in response to my questions as well as a number of changes within the Schedules. An updated DCO was submitted at DL 6 [REP6-003] which made minor changes to the Schedules.

8.4.5 I issued my draft DCO [PD-013] suggesting further changes and amendments. The Applicant responded at DL 8 [REP8-005] accepting the majority but rejecting others, and issued a revised and updated DCO [REP8-003]. A final version of the DCO was submitted shortly

before the close of the Examination at DL 9 [REP9-003]. My Recommended DCO is based on the version submitted at DL 9 [REP9-003] with a few suggested changes which I discuss below. The principle changes to the DCO during the Examination are also set out below.

8.5 CONTENTIOUS CHANGES IN THE EXAMINATION

Part 1, Article 2 - Definition of "Commence"

- 8.5.1 I raised concerns in my WQs [PD-007] with the approach taken by the Applicant to include two definitions of 'Commence' within the draft DCO [APP-005]: one in Article 2 and the other within Schedule 2, which had different wording interpretations, principally that Schedule 2 excluded Permitted Preliminary Works. The Applicant's response [REP2-014] stated that this was a deliberate intention because they performed to different functions within the DCO. The definitions were left unchanged in the updated DCO submitted at DL 2 [REP2-003].
- 8.5.2 I remained dissatisfied with this response, considering that it did not meet the requirements of paragraph 4.1.11 of the Office of the Parliamentary Counsel Drafting Guidance. This advises against the usage of the same label to denote different things in the same Bill as this may confuse, and contravenes the drafting principles of consistency. At the ISH on the DCO held on Thursday 23 November 2017 [EV-011] the Applicant agreed to review its position.
- 8.5.3 The draft DCO submitted at DL 3 [REP3-003] made an attempt to conjoin the two definitions within Article 2, but I found it did not do so successfully and instead only made the definition more confusing. In my FWQs [PD-011] I proposed alternative wording based on that accepted by the Secretary of State (SoS) in the Wrexham Gas Fired Generating Station Order 2017 (S.I.2017 No.766) (the Wrexham DCO). This was accepted by the Applicant and the revised wording was included in the draft DCO submitted at DL 5 [REP5-002].
- 8.5.4 I am content with the definition of "commence" in the Recommended DCO.

Part 1, Article 2 - Definition of "Maintain"

- 8.5.5 The draft DCO submitted with the Application [APP-005] included within the definition of "maintain" *"...to the extent that such activities are not permitted if the same are unlikely to give rise to any materially new or materially different environmental effects from those identified in the environmental statement"*.
- 8.5.6 In my WQs [PD-007], I raised concerns with this wording. This is because maintenance activities would not require approval of the local authority, and as worded I was concerned that numerous and cumulative unchecked amendments to the proposed CCGT power station could take place under the guise of maintenance works, providing they were not materially new or different, and which could

exceed the assessment of 'maintenance' works insofar as they were presented in the Environmental Statement (ES) [APP-037 - APP-124]. I requested "*to the extent assessed in the environmental statement*" substitute the wording for clarity. The Applicant's response at DL 2 [REP2-014] rejected my concerns and made only minor alterations in its DCO update at DL 2 [REP2-003].

- 8.5.7 I was dissatisfied with this response, and raised the matter at the ISH on the DCO held on Thursday 23 November 2017 [EV-011]. I particularly questioned what "*materially new or materially different*" actually meant given that neither were identified in the DCO, and who would be the arbiter of whether something fell into this category or not. Moreover, the Explanatory Note which accompanied the draft DCO at DL 2 [REP2-005] confirmed that maintenance works do not give rise to any materially new or materially different environmental effects from those assessed in the Environmental Statement, and I questioned why the definition in the DCO could not say this.
- 8.5.8 Notwithstanding a commitment to review its position, the Applicant made no substantive changes to the definition of "maintain" in its draft DCO updated for DL 3 [REP3-003], considering the revisions concerning the prevention of cumulative and wholesale works would satisfy my concerns. It did not, and I posed a FWQ [PD-011] on the matters raised at the ISH on the DCO held on Thursday 23 November 2017 [EV-011], specifically that the Applicant confirmed in its DL 3 written response [REP3-011] that maintenance has been implicitly assessed and would fall within the scope of the ES.
- 8.5.9 I proposed alternative wording based on that accepted by the SoS in the Wrexham DCO. This was accepted by the Applicant and the revised wording was included in the draft DCO submitted at DL 5 [REP5-002]. This substitutes the application version [APP-005] with the words "*...but not the whole of the authorised development, to the extent that such activities have been assessed in the environmental statement and "maintenance" and "maintaining" are to be construed accordingly*".
- 8.5.10 I am content with the definition of "maintain" in the Recommended DCO.

Schedule 2 - Definition of "Permitted Preliminary Works"

- 8.5.11 I raised concerns in my WQs [PD-007] with the definition as worded within the draft DCO [APP-005]. Principally, I found that the wording was imprecise and did not focus on specifically what the Applicant was seeking to do, but instead allowed wide-ranging activities to take place prior to the commencement of the Proposed Development. The Applicant did not agree in its written response [REP2-014]. It pointed to a similar approach adopted by the SoS in both the Ferrybridge Multifuel 2 Power Station Order 2015, and no changes were made to the updated DCO submitted at DL 2 [REP2-003].

- 8.5.12 I remained dissatisfied with this response, and raised it at the ISH on the DCO held on Thursday 23 November 2017 [EV-011]. The Applicant again defended its position of the extant wording, considering a tighter definition could unduly hinder the deliverability of the project and prevent the Applicant from commencing on site as soon as possible. While the Applicant cited the approach taken by the SoS in the Orders mentioned above, I cited the Wrexham DCO in which a tighter definition was ultimately used.
- 8.5.13 The Applicant made no changes to the definition of "permitted preliminary works" in its updated DCO submitted at DL 3 [REP3-003], but relocated it to Article 2 owing to changes it had made to the definition of "commence" as discussed above.
- 8.5.14 I asked the Applicant to justify its assertion that a tighter definition could jeopardise the Proposed Development, and I invited it to submit tighter and more precise wording in my FWQs [PD-011]. The Applicant instead altered the wording significantly for its updated DCO submitted at DL 5 [REP5-002]; the wording now being sufficiently precise on what permitted preliminary works comprise. This is reflected in the DCO final version submitted at DL 9 [REP9-003].
- 8.5.15 As a consequence of this change, the words "*save for the permitted preliminary works*" were added to Schedule 2 Requirements 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 25, 26, 29, 30, 33, 34 and 40, indicating that works in the respective areas may fall within the permitted preliminary works definition.
- 8.5.16 I examined the implications of this, particularly whether permitted preliminary works would undermine the Requirement itself. For example, if permitted preliminary works resulted in hedgerow or tree removal, this could ultimately affect wildlife and its habitats, and consequently affect the Landscape and Biodiversity Strategy that is required by Requirement 6. My concerns in this matter applied to Requirements 6 (landscaping), 15 (contaminated land), 16 (archaeology) and 17 (protected species). I requested the wording be removed from these Requirements when I issued my draft DCO [PD-013]. The Applicant deleted the wording for these Requirements in its updated DCO submitted at DL 8 [REP8-003].
- 8.5.17 I am content with the definition of "permitted preliminary works" in the Recommended DCO.

Schedule 2, Requirement 24

- 8.5.18 I have discussed this issue in Chapter 4, and there is some repetition in this paragraph, however I do feel it necessary to discuss the matter again here. In its WR [REP2-037], NYCC/SDC had raised concerns regarding Requirement 24 of the draft DCO [APP-005], considering that the Requirement was insufficient in respect to imposing noise standards. In response to my WQs on the matter [PD-007], the

Applicant and NYCC/SDC stated that they were unable to agree the wording.

- 8.5.19 The matter became a main agenda item at the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 to EV-010]. At this event, I asked the parties for an outline of their respective positions. The Applicant explained that work had been undertaken to see if the rating levels of 0 dB during the daytime and 3 dB during the night time could be achieved, as required by NYCC/SDC. The Applicant confirmed that 0 dB could be achieved during the daytime, but it was not in a position to commit to a 3 dB level tolerance at this early concept design stage. It could however achieve a rating level of 5 dB at night, which was in line with the parameters assessed in the ES [APP-047].
- 8.5.20 On that basis, I asked the Applicant why Requirement 24(2) could not include the provision to restrict daytime noise levels to 0 dB, and it agreed. I also asked whether the 5 dB night time rating could be retained but whether an additional provision could be made in which the Applicant could commit to a lower night time tolerance level once it had established the final design. This was also accepted by the Applicant and NYCC/SDC.
- 8.5.21 Requirement 24 was subsequently updated at DL 3 [REP3-003]. NYCC/SDC confirmed in their response [REP5-012] to my FWQ NV 2.1 [PD-011] that subject to very minor modifications, they were content with the revised wording. The agreed wording is set out in the Recommended DCO.
- 8.5.22 This is no longer a contentious matter, and I am satisfied with the wording of Requirement 24 in the Recommended DCO.

Schedule 12, Part 3 (Protected Provisions in relation to the Canal & River Trust)

- 8.5.23 The draft DCO which accompanied the Application [APP-005] made no Protected Provision for CRT, and CRT requested in its WR [REP2-031] that such provisions should be added. I asked for an update on this matter at the CAH held on Thursday 23 November 2017 [EV-012]. The Applicant stated that wording would be added to the updated version of the DCO which was submitted at DL 3 [REP3-003].
- 8.5.24 Notwithstanding, CRT expressed objections to the forthcoming wording in the updated draft DCO [REP3-003] on two grounds.
- 8.5.25 The first concerns paragraph 32(6). This stated that "*The aggregate cap of the undertaker's gross liability shall be limited to £1,000,000 (one million pounds) for any one occurrence or all occurrences of a series arising out of one original cause*".
- 8.5.26 CRT stated at the CAH held on Thursday 23 November 2017 [EV-012], also confirmed in its responses at DL 3 [REP3-020] that such an indemnity cap placed upon it would be unacceptable because,

amongst other things, it is a registered charity with finite resources, that it is receiving no benefit from the Proposed Development, and its statutory function as a navigational authority warrants protection from any such financial costs. I asked the Applicant to justify the paragraph in my FWQ [PD-011].

- 8.5.27 The Applicant responded [REP5-005] that it was raising the cap figure to £5,000,000 and that there would be no risk or liability on CRT. It further stated that an uncapped liability would raise financial risk of the project and may have detrimental economic impacts on the Proposed Development as it would be unable to control the costs of indirect losses. The Applicant also stated that it had received an alternative wording for CRT's Protected Provisions which it will consider.
- 8.5.28 At DL 6, the updated draft DCO [REP6-003] made some revisions to paragraphs 18(5) and 18(7), but retained Paragraphs 32(6) in respect to the indemnity cap.
- 8.5.29 CRT's second objection is in relation to paragraph 32(2)(b) of the draft DCO [REP3-003], which excludes the Applicant from liability for any consequential losses experienced by CRT as a result of the Proposed Development. In its response at DL 6, CRT further explained [REP6-008] that it would only accept consequential losses which are reasonably foreseeable.
- 8.5.30 Having considered the matter further, I reached a preliminary conclusion that both paragraphs 32(2)(b) and 32(6) of the updated DCO [REP6-003] placed an unreasonable and unjustified burden on CRT, who face a risk of meeting potential costs and losses through no fault of its own. In my draft DCO [PD-013] I recommended paragraph 32(2)(b) be amended in line with the CRT's draft wording set out in its response to DL 6 [REP6-008] to allow it to claim for consequential losses if reasonably foreseeable, and the liability cap set out in paragraph 32(6) be deleted. This was not accepted by the Applicant in its response [REP8-005], for reasons previously given in its response to my FWQs [PD-011] at DL 5 [REP5-005].
- 8.5.31 I have considered the Applicant's response carefully. However, I do not find that the Applicant has reasonably justified why CRT should be financially burdened with an indemnity cap if damages caused by the Applicant exceed £5,000,000, which the Applicant states is highly unlikely in any event. I also find that CRT should be within its reasonable rights to claim for foreseeable consequential losses as a result of the construction of the Proposed Development.
- 8.5.32 I therefore recommend to the SoS that he amend paragraph 32(2)(b) of the final version of the DCO [REP9-003] from:
- *“(b) By reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction of a specified work or protective work; and*

subject to sub-paragraph (4) the undertaker shall effectively indemnify and hold harmless CRT from and against all claims and demands arising out of or in connection with any of the matters referred to in paragraphs (a) and (b) (provided that CRT shall not be entitled to recover any consequential losses from the undertaker)."

To:

- *"(b) By reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction of a specified work or protective work; and subject to sub-paragraph (4) the undertaker shall effectively indemnify and hold harmless CRT from and against all claims and demands arising out of or in connection with any of the matters referred to in paragraphs (a) and (b) (provided that CRT shall not be entitled to recover any consequential losses which are not reasonably foreseeable from the undertaker)."*

- 8.5.33 I also recommend that the SoS remove the indemnity cap on CRT by deleting paragraph 32(6) of the final version of the DCO [REP9-003].
- 8.5.34 CRT in its response to DL 6 [REP6-008] recommended a number of other changes to its Protected Provision Schedule in the draft DCO [REP6-003]. It stated that paragraphs 30(2)(3) and (4) were unnecessary because paragraph 30(1) contained similarly restricted wording in respect to the repayment of CRTs fees. CRT also recommended wording changes to paragraph 30(1).
- 8.5.35 In my draft DCO [PD-013], I put it to the Applicant that these paragraphs should be removed and amended as recommended by CRT. The Applicant responded [REP8-005] stating that the deletion and amendment of the paragraphs would deny a negotiation process for the Applicant to examine a case to be put by CRT in the event of repayment of fees, and for those costs to be mitigated before they are demanded. CRT's interests, the Applicant says, would be protected. I am satisfied with the response and am content to recommend the paragraphs in the final DCO [REP9-003] remain unchanged.
- 8.5.36 CRT in its response to DL 6 [REP6-008] also recommended paragraph 17(3) of the draft DCO [REP5-002 but which remained unchanged for within the draft DCO submitted at DL 6 [REP6-003] be amended. However in my draft DCO [PD-013], I considered that the revised wording would allow CRT's Code of Practice to override the DCO which would be a statutory instrument, and not provide the SoS with any certainty as to what the DCO would be permitting. I do not recommend therefore this change is made. CRT's other suggested amendments to the Schedule were accepted by the Applicant [REP8-005] and included for the final draft DCO [REP9-003].

8.6 NON-CONTENTIOUS CHANGES IN THE EXAMINATION

Article 2

- 8.6.1 Article 2 of the Recommended DCO set out the interpretations to be used. In my WQs [PD-007], I expressed concerns that the term "Order Land" was not correctly defined and that it was inconsistent with the terms used within the originally submitted BoR [APP-008] and updated prior to the opening of the Examination [AS-001], and SoR [APP-009]. The Applicant in its response [REP2-014] stated that it felt the definition was precise, but amended the wording to that within the Recommended DCO. As stated in Chapter 7 of this Report, the Land Plans [APP-013] also inconsistently and irrationally used "Order Land" and "Order Limits" and this was also corrected at DL 2 [REP2-007].

Article 7

- 8.6.2 Article 7 of the Recommended DCO allows the power of the Applicant to transfer the benefit of the Order. All draft DCOs up to DL 6 [REP6-003] only included provisions up to paragraph 4. However, I noted that in other Orders specifically the Wrexham DCO, the SoS required notification of a transfer of benefit if his approval of such action is not required.
- 8.6.3 In my draft DCO [PD-013], I recommended new paragraphs (5) to (8) were added to Article 7. The Applicant responded [REP8-005] accepting all but suggested paragraph 6(f). This stated that the notification referred to in paragraph (5) must state "*a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted*". The Applicant considered that it was not necessary, because the SoS is protected pursuant to sub-paragraph (8), as the notice given in accordance with sub-paragraph (6) must be signed by both the undertaker and the person to whom the benefit is to be transferred.
- 8.6.4 I accepted this explanation, and the wording of Article 7 as updated in the final version of the draft DCO [REP9-003] reflects that in the Recommended DCO.

Article 17

- 8.6.5 Article 17 of the Recommended DCO concerns the CA of land. I raised concerns in my WQs [PD-007] that the wording contained within the application draft DCO [APP-005] was not sufficiently clear as to which land was being subject to CA. In its responses [REP2-003 and REP2-014] the Applicant amended the Article to include a new subparagraph (4) which identified the plots not subject to CA, as well as a new subparagraph (5) at the request of NGG/NGET.
- 8.6.6 At the ISH on the draft DCO held on Thursday 23 November 2017 [EV-011], I requested an amendment to the new subparagraph 4 to

ensure Article 28 also applied, and this was added to the updated DCO submitted at DL 3 [REP3-003].

Article 18

- 8.6.7 Article 18 of the Recommended DCO concerns the statutory authority to override easements and other land. I had no general concerns with this provision or its wording, but requested at the ISH on the draft DCO held on Thursday 23 November 2017 [EV-011] that this Article be subject to Article 17(4), and this was inserted to the updated DCO submitted at DL 3 [REP3-003].

Article 20

- 8.6.8 Article 20 of the Recommended DCO concerns the CA of new rights of land. I raised concerns in my WQs [PD-007] that the wording contained within the Application draft DCO [APP-005] was not sufficiently clear as to which land was being subject to CA of new rights. In its responses [REP2-003 and REP2-014] the Applicant stated that it did not propose to amend the Article as it considered it was clear. However, the Article was amended in the updated version submitted at DL 2 [REP2-003] to include a new subparagraph (8) which clarified where the Article did not apply at the request of NGG/NGET.
- 8.6.9 At the ISH on the draft DCO held on Thursday 23 November 2017 [EV-011], I requested that this Article be subject to Article 17(4), and this was inserted to the updated DCO submitted at DL 3 [REP3-003].

Article 21

- 8.6.10 Article 21 of the Recommended DCO concerns the extinguishing of private rights. In my WQs [PD-007] I sought clarification that the Article was subject to the Order Land. In its responses [REP2-003 and REP2-014] the Applicant agreed and amended the Article to make this clear. At the ISH on the draft DCO held on Thursday 23 November 2017 [EV-011], I requested that this Article be subject to Article 17(4), and this was inserted to the updated DCO submitted at DL 3 [REP3-003].

Articles 26 and 27

- 8.6.11 Article 2(8) was inserted by the Applicant in its updated DCO submitted at DL 6 [REP6-003]. This Article seeks to dis-apply the provisions of the Neighbourhood Planning Act 2017 (NPA2017) insofar as they relate to Articles 26 and 27 of the DCO.
- 8.6.12 In my draft DCO [PD-013], I requested the Applicant to justify this position particularly as the Act makes specific provisions for a three month notification period and to include the period to which TP is to be taken. I requested that Article 26(2) the draft DCO [REP6-003] was amended accordingly to reflect the known provisions of the NPA2017.

- 8.6.13 However, I was sufficiently persuaded by the Applicant's response [REP8-005] and concluded that to request the DCO conform to legislation which is not currently enacted would undermine the subsequent parliamentary processes still to be followed in respect to secondary legislation, and on which provisions may change. I therefore recommended changes suggested to these Articles should not be made.
- 8.6.14 For similar reasons, I accepted that a change I proposed in my draft DCO [PD-013], in which I requested additional paragraphs be added to Article 26 in respect of counter-notice provisions, should also not go forward into the Recommended DCO.

Article 28

- 8.6.15 Article 28 of the Recommended DCO concerns statutory undertakers. In my draft DCO [PD-013], I noted that Article 17(4) of the draft DCO [REP6-003] excluded Article 28, but Article 28 did not state that it was subject to Article 17(4). I requested this be added, and the change was made when the DCO was updated at DL 8 [REP8-003].

Article 42

- 8.6.16 Article 42 of the Recommended DCO concerns Crown rights. Paragraph (1)(a) opens with the words "*to take*", and as no power exists for undertakers to take Crown land I requested in my WQs [PD-007] that this wording be removed. The Applicant responded [REP2-014] that the wording secures Crown land cannot be taken, and to omit this wording would open the Order to interpretation. I accepted this explanation, and did not pursue the matter further in the Examination.

Article 43

- 8.6.17 Article 43 of the Recommended DCO concerns guarantees in respect of payment and compensation. This Article was added by the Applicant in its updated DCO submitted at DL 3 [REP3-003] following my request at the CAH held on Thursday 23 November 2017 [EV-012] that funding ought to be secured in the DCO as that the Proposed Development has a reasonable prospect of the requisite funds to becoming available. The SoS accepted such an article was necessary in the Wrexham DCO.

Schedule 2, Requirement 5

- 8.6.18 Requirement 5 of the Recommended DCO requires the detailed design of the Proposed Development to be submitted prior to commencement of the Proposed Development. As set out in Chapter 4 of this Report, the issue of cofferdam installation and the potential effects on flooding and marine wildlife was a concern of a number of IPs. This primarily concerned whether the draft DCO [APP-005] was sufficiently precise concerning cofferdam installation and removal. The updated DCO submitted for DL 2 [REP2-003] and in response to my WQs [PD-007]

amended Requirement 51 to include details of the method and outfall of Work No 4 (cooling water).

Schedule 2, Requirement 6

- 8.6.19 Requirement 6 of the Recommended DCO requires the submission of a Landscape and Biodiversity Strategy to be submitted prior to commencement of the Proposed Development. As discussed further in Chapter 4 of this Report, while not discussed in any detail during the Examination, I asked both NYCC/SDC and the Applicant in my FWQs [PD-011] to expand on NYCC/SDC's concerns raised in their WR and LIR [REP2-037 and REP2-039] on its concerns that the Indicative Landscape and Biodiversity Strategy [APP-024] failed to make adequate provision for green infrastructure, hedgerow replacement and other planting.
- 8.6.20 The Applicant responded [REP5-005] and [REP6-001] stating that the parties had agreed that the issue could be resolved with the re-wording of Requirement 6. At DL 7, the draft SoCG between the parties [REP7-003] included an agreed form of wording. I considered these changes against the draft DCO [REP6-003] and deemed them to be acceptable, and I posed the changes be made in my draft DCO [PD-013]. The wording of the updated DCO submitted at DL 8 [REP8-003] reflects this agreed change.

Schedule 2, Requirement 16

- 8.6.21 Requirement 16 of the Recommended DCO requires a written scheme of investigation to be submitted prior to commencement of development in respect of archaeology matters. As set out in Chapter 4 of this Report, NYCC/SDC had some concerns the Requirement was not sufficiently precise or clear in respect to unknown findings should archaeological remains be found during the construction of the Proposed Development.
- 8.6.22 I was advised at the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV-010] that both parties had held private discussions and had provisionally agreed wording for this Requirement. The updated DCO submitted at DL 3 [REP3-003] amended the application version [APP-005] by inserting a new subparagraph (4) requiring details of the measures to be taken to protect, record or preserve any significant archaeological features that may be found, as well as other minor changes to subparagraph (5).

Schedule 2, Requirement 35

- 8.6.23 Requirement 35 of the Recommended DCO requires a written scheme for air quality to be submitted prior to the commissioning of the Proposed Development. This Requirement was inserted into the updated DCO submitted at DL 2 [REP2-003] at the request of NYCC/SDC and as a result of the Applicant's response to RRs received from residents. I sought clarity at the ISH on Environmental Matters held on Wednesday 22 November 2017 [EV-007 - EV-010] as to the

necessity for the Requirement, and I am satisfied with the responses given by the parties. The wording was slightly amended for the updated DCO submitted at DL 5 [REP5-002] at the request of NYCC/SDC.

Schedule 2, Requirement 40

- 8.6.24 Requirement 40 of the Recommended DCO requires a scheme for monitoring ground subsidence in and around the flood defences for the River Aire to be submitted prior to commencement of Work No 6 (gas pipeline). This Requirement was inserted into the updated DCO submitted at DL 3 [REP3-003] at the request of the EA. There are some slight changes in wording between this version of the DCO and that Recommended in Appendix D to this Report. I had no specific concerns with the need or wording of this Requirement.

Requirements 18, 20 and 21

- 8.6.25 These Requirements of the Recommended DCO instruct the Applicant to submit a CEMP, CTMP and CTWP prior to the commencement of the Proposed Development. In each Requirement, the draft DCO submitted with the application stated that the plans must be "*in accordance with the principles...*" of the draft documents submitted as part of the ES. I considered this wording was imprecise and should instead state "*in accordance with...*". The Applicant revised the wording of these Requirements in its updated draft DCO submitted at DL 2 [REP2-003].

Schedule 8

- 8.6.26 Schedule 8 of the Recommended DCO list the plots identified in the Land Plans [REP6-006] as to be CA for new rights. At the CAH held on Thursday 23 November 2017 [EV-012] I sought clarification of the plots which were affected by new rights in relation to Works No 4 (cooling water) and Works No 6 (gas pipeline). An updated version of the DCO submitted at DL 3 [REP3-003] made these changes.
- 8.6.27 Schedule 8 of the Recommended DCO was comprehensively updated at DL 6 [REP6-003] following a review of the land needed for CA of the freehold. I discuss this in further detail in Chapter 7 of this Report.

Schedule 11

- 8.6.28 Schedule 11 of the Recommended DCO concerns the procedures for discharging the requirements in Schedule 2. All draft DCOs up to DL 6 [REP6-003] stated at paragraph (4)(2)(b) in respect to appeals, that the SoS must appoint a person within 20 days of receiving the appeal. I questioned the enforceability of this paragraph in my DCO [PD-013] as well as whether the Applicant could or should compel the SoS to such an action in any event. Notwithstanding that the SoS had accepted the 20-day restriction in other Orders that I observed, I nevertheless proposed this to be amended to "*as soon as reasonably*

practicable". This was accepted by the Applicant and updated in the draft DCO submitted at DL 8 [REP8-003].

Schedule 12, Part 2

- 8.6.29 Schedule 12, Part 2 of the Recommended DCO concerns the Protected Provisions of operators of electronic communication code networks. The final version of the DCO submitted at DL 9 [REP9-003] made a number of changes to the wording of this Schedule. The Applicant stated [REP9-001] that this was in response to the requirements of the Digital Economy Act 2017, which amended the Communications Act 2003. I have reviewed these amendments and I am satisfied they are acceptable.

Schedule 12, Part 4

- 8.6.30 Schedule 12, Part 4, which concerned the Protected Provisions of NGG/NGET, was deleted from the draft DCO at DL 6 [REP6-003], having only been inserted in the draft DCO at DL 2 [REP2-003]. This followed a private Asset Protection Agreement signed between the parties, which rendered the Schedule unnecessary.

8.7 RECOMMENDED TECHNICAL CHANGES TO THE FINAL DRAFT DCO

- 8.7.1 In this Chapter I have already set out two changes to the final version of the DCO [REP9-003], namely amended wording to Schedule 12, Part 3, paragraph 32(2)(b), and to delete entirely paragraph 32(6). I have also explained where I proposed main (not minor and typographical) changes to Articles and Schedules in my draft DCO [PD-013] but where I accepted the Applicant's explanations [REP8-005] not to do so.
- 8.7.2 Five further changes are recommended. In addition to the above, I identified in my draft DCO [PD-013] that the draft DCO [REP6-003] contained numerous references to "*shall*" or "*should*". This I deemed to be imprecise, and recommended that these form of wording be replaced by the more definitive terms. I identified in my draft DCO [PD-013] which Articles and Schedules applied.
- 8.7.3 The Applicant accepted [REP8-005] all but three instances, those being to Article 11(9), Article 32(9) and Schedule 12, Part 3 paragraph 21(2), which it considered should be retained in places. A number of recent SoS decisions have made reference to the need for precise wording for an Order, and I see no reason why these Articles should not follow the same format as others. I recommend therefore that the SoS accept the minor changes I have made to those Articles and Schedules within the Recommended DCO. I have also renumbered the paragraphs within Schedule 14 Part 2 so that they run consecutively within the Schedule.
- 8.7.4 The final technical change concerns the definition of "Application Guide" defined in Article 2. The definition as set out in the final draft

DCO [REP9-003] pre-dated an updated version of the document [REP9-014] which was submitted shortly before the close of the Examination. The Applicant [REP9-014] stated that it accepted that the final draft DCO [REP9-003] required amending. This I have done, and the revised wording is set out in the Recommended DCO.

- 8.7.5 Schedule 11, Paragraph 4(10) of the Applicant's final draft DCO [REP9-003] states *"The appointed person may or may not be a member of the Planning Inspectorate but must be a qualified town planner of at least ten years' experience"*. I did not raise this as an issue with the Applicant during the Examination, but I subsequently formed the view after the close of the Examination that this imposes an unnecessary limitation of the SoS's power to appoint an appropriate appointed person. While I consider it to be a relatively minor and uncontroversial change, I nevertheless consider it should be deleted, and I have removed it from the Recommended DCO.

8.8 THE DEEMED MARINE LICENCE

- 8.8.1 Schedule 13 of the Recommended DCO is the DML. Throughout the Examination, the MMO has submitted a number of WRs [REP2-033, REP3-026, REP4-008 and REP7-006] in respect to what it perceives is the adequacy of the draft DML. In the most part, it has sought amendments to wording and additional conditions, which were added to the updated draft DML submitted at DL 2 [REP2-003]. My WQs [PD-007] largely replicated the comments raised by the MMO, but they largely became academic as the Applicant was in private contact with the MMO, and was already aware and working to resolve its concerns. The updated draft DML submitted at DL 2 [REP2-003] made a number of amendments including the insertion of a number of additional conditions at the request of the MMO. Changes to the co-ordinates in Tables 12 and 13 of the draft DML were updated at DL 8 [REP8-003]. These changes are agreed by the parties in the signed SoCG [REP8-007].

- 8.8.2 The MMO's principle concern, above all others, was the wording of part 2, paragraph (3)(4)(b) of the draft DML [APP-005]. This read:

"The undertaker (and any agent, contractor or subcontractor acting on its behalf) may engage in the licensed activities in any area within the Order limits (as defined in article 2 (interpretation) of this Order) which falls outwith the area bounded by the coordinates set out in this sub-paragraph but which falls below mean high water spring tide when the licensed activities are carried out."

- 8.8.3 The MMO in its WR [REP2-033] stated that paragraph (3)(4)(b) of the draft DML [APP-005] essentially would allow the Applicant to undertake the Proposed Development over a wider area than that specified in the submitted Indicative Deemed Marine Licence Co-Ordinates [APP-025]. As the wider area had not been assessed, the effects would be unknown and as such, the MMO objected to such wording particularly if any works were required below the mean high

water springs. The Applicant, already aware of the MMO's concerns, stated in its response submitted at DL 2 [REP2-030] that the wording needed to be sufficiently flexible to allow the Proposed Development to take place.

- 8.8.4 At the ISH on the DCO held on Thursday 23 November 2017 [EV-011] I asked for an update of this position, and was informed by both the MMO and the Applicant that private discussions were on-going to resolve this wording. The updated Draft DML submitted at DL 5 [REP5-002] altered the wording of paragraph (3)(4)(b) to specify the circumstances that such workings could take place, stating that:

"if there is a change in mean high water springs during the construction, maintenance and operation of the licensed activities, the area bounded by the coordinates set out in Table 13 in this sub-paragraph to the extent that they fall below mean high water spring tide at the time the licensed activities are carried out".

- 8.8.5 The revised wording of paragraph (3)(4)(b) remains the same in the Recommended DCO, and is agreed within the SoCG signed between the Applicant and the MMO [REP8-007]. I am satisfied that the Recommended DML would adequately protect the interests and functions of the MMO.

8.9 OTHER LEGAL AGREEMENTS AND RELATED DOCUMENTS

- 8.9.1 As discussed in Chapter 4 of this Report, the Proposed Development is accompanied by:

- A signed and executed Planning Agreement under s106 of the Town and Country Planning Act 1990 to secure the demolition of the existing coal-fired power station in a timely manner if the Order is made by the SoS and the Proposed Development commences [REP9-012];
- A signed and executed Planning Agreement under s106 of the Town and Country Planning Act 1990 to secure a financial contribution towards off-site habitat creation in the Lower Aire Valley [REP9-011]; and
- A signed and executed Agreement under s111 of the Local Government Act 1972, s1 of the Localism Act 2011 and s93 of the Local Government Act 2003 to ensure the parties will adopt a collaborative and constructive approach to discharge the Requirements the subject of this Order [REP9-010].

- 8.9.2 In my judgement, the first two are essential for the reasons I have stated in Chapter 4 of this Report. I would not have recommended to the SoS that the Order be made had they not accompanied the application.

8.10 CONCLUSIONS ON THE DEVELOPMENT CONSENT ORDER AND DEEMED MARINE LICENCE

- 8.10.1 I have considered all iterations of the draft DCO as provided by the Applicant, and I am satisfied that it has addressed outstanding matters.
- 8.10.2 I have identified a small number of matters in respect of which I consider that correcting changes are required to the final draft DCO [REP9-003]. These have been the subject of recommendations in this Chapter. They are also included in the Recommended DCO in Appendix D of this report. The recommended DCO also includes a number of minor changes from the Applicant's final preferred draft.
- 8.10.3 Taking all matters raised in this Chapter and all matters relevant to the DCO and DML raised in the remainder of this Report fully into account, I recommend that the SoS make the Order and accept the Recommended DCO and DML which includes my changes as set out.

LIST OF EXA'S CHANGES SET OUT IN THE RECOMMENDED DEVELOPMENT CONSENT ORDER (DCO) THAT DIFFER FROM THE APPLICANT'S FINAL DRAFT DCO [REP9-003]

Article / Schedule	Changed Text	Explanation in Chapter 8
Article 2, Part 1 "Application Guide"	<i>"Application guide means the application revisions 10.0 date March 2018 and certified as such by the Secretary of State for the purposes of this Order".</i>	Paragraph 8.7.4
Article 11(9), Part 1 "Temporary stopping up of streets..."	<i>"Following a receipt of a notice relating to a suspension pursuant to paragraph (8) the Canal and River Trust must issue a notice to mariners giving the commencement date and other particulars of the suspension to which the notice or consent relates, and that suspension takes effect on the date specified and as otherwise described in the notice".</i>	Paragraphs 8.7.2 and 8.7.3

Article / Schedule	Changed Text	Explanation in Chapter 8
Article 32(9), Part 1 "Protective works to buildings"	<i>"Nothing in this article relieves the undertaker from any liability to pay compensation under section 10(2) of the 1985 Act (Compensation for injurious affection)".</i>	Paragraphs 8.7.2 and 8.7.3
Schedule 11, Paragraph 4(10) "Appeals"	[deleted]	Paragraph 8.7.5
Schedule 12, Part 3 Paragraph 21(2) "Protected provisions of Canal & River Trust"	<i>"The approval of the engineer under sub- paragraph (1) must not be unreasonably withheld or delayed, and if within 35 days after such plans (including any other particulars reasonably required under sub-paragraph (1)) have been received by CRT the engineer has not intimated his disapproval of those plans and the ground of his disapproval he is deemed to have approved the plans as submitted"</i>	Paragraphs 8.7.2 and 8.7.3
Schedule 12, Part 3, Paragraph 32(2)(b) "Protected provisions of Canal & River Trust"	<i>"By reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction of a specified work or protective work; and subject to sub-paragraph (4) the undertaker shall effectively indemnify and hold harmless CRT from and against all claims and demands arising out of or in connection with any of the matters referred to in paragraphs (a) and (b) (provided that CRT shall not be entitled to recover any consequential losses which are not reasonably foreseeable from the undertaker)"</i>	Paragraphs 8.5.23 to 8.5.32

Article / Schedule	Changed Text	Explanation in Chapter 8
Schedule 12, Part 3 Paragraph 32(6) "Protected provisions of Canal & River Trust"	[deleted]	Paragraphs 8.5.33 to 8.5.36

9 SUMMARY OF FINDINGS AND CONCLUSIONS

- 9.1.1 In relation to s104 of PA2008, I conclude that making of the Recommended DCO would be in accordance with NPSs EN-1, EN-2, EN-4 and EN-5. It would also accord with the development plan and other relevant policy, all of which have been taken into account in this Report. I have had regard to the LIR produced by NYCC/SDC in making this recommendation.
- 9.1.2 In making the DCO, the SoS would be fulfilling their duties under the relevant EU Directives as transposed into UK law by regulation, as well as the biodiversity duty under the Natural Environment and Rural Communities Act 2006. Whilst the SoS is the competent authority under the Habitats Regulations, I conclude that the Proposed Development would not adversely affect European sites, species or habitats, and I have taken this into account in reaching my recommendation.
- 9.1.3 With regard to all other matters and representations received, I have found no important and relevant matters that would individually or collectively lead to a different recommendation to that below.
- 9.1.4 The Proposed Development would have no adverse effects that would outweigh its benefits; and there is nothing to indicate that the application should be decided other than in accordance with the relevant NPSs.
- 9.1.5 In relation to the application for CA and TP powers within the recommended DCO, I conclude that the Proposed Development for which the land and rights are sought would be in accordance with national policy, as set out in the NPSs, and that the NPSs identify a national need for electricity generating capacity, which includes capacity sourced from gas combustion.
- 9.1.6 The need to secure the land and rights required, and to construct the Proposed Development within a reasonable commercial timeframe, represent a significant public benefit. The private loss to those affected is mitigated through the choice of the application land, and the limitation to the minimum extent possible of the rights and interests proposed to be acquired.
- 9.1.7 The Applicant has explored all reasonable alternatives to the CA of land, rights and interests sought and there are no alternatives that ought to be preferred. I am satisfied that adequate and secure funding would be available to enable CA within the statutory period following the Order being made.
- 9.1.8 The proposed interference with the human rights of individuals would be for legitimate purposes that would justify such interference in the public interest and to a proportionate degree.

- 9.1.9 Considering all of the above factors together however, there is a compelling case in the public interest for the CA powers sought in respect of the CA land shown on the Land Plans (as amended). I conclude that the Proposed Development would comply with s122(2) and s122(3) of PA2008.
- 9.1.10 For all of the above reasons, and in the light of my findings and conclusions on important and relevant matters set out in the report, I recommend that the Secretary of State for Business, Energy and Industrial Strategy makes the Eggborough CCGT (Generating Station) Order in the form recommended at Appendix D to this Report.

APPENDICES

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APPENDIX A: EVENTS IN THE EXAMINATION

APPENDIX A – EVENTS IN THE EXAMINATION

The table below lists the main events that occurred during the Examination and the procedural decisions taken by the Examining Authority (ExA).

Date	Examination Event
27 September 2017	Preliminary Meeting
4 October 2017	Issue by ExA of: • Examination Timetable • ExA's Written Questions
11 October 2017	Deadline 1 Deadline for receipt of: • Comments on updated application documents • Responses to further information requested by the ExA • Statements of Common Ground including any updated versions • Notification of wish to speak at a Compulsory Acquisition Hearing • Notification of wish to make oral representations at an Issue Specific Hearing • Notification of wish to speak at an Open Floor Hearing • Notification of wish to attend an accompanied Site Inspection (ASI), suggested locations and justifications • Notification by statutory parties of wish to be considered as an Interested Party

24 October 2017	Issue by the ExA of: Any Notification of hearings
1 November 2017	Deadline 2 Deadline for receipt of: - Comments on Relevant Representations (RRs) - Summaries of all RRs exceeding 1500 words - Written Representations (WRs) - Summaries of all WRs exceeding 1500 words - Local Impact Reports from any local authorities - Responses to ExA's Written Questions - Updated Compulsory Acquisition Schedule (Annex to Written Questions)
21 November 2017	Accompanied Site Inspection
22 November 2017	Issue Specific Hearing on Environmental Matters
23 November 2017 (Morning)	Issue Specific Hearing on draft DCO
23 November 2017 (Afternoon)	Compulsory acquisition hearing

30 November 2017	Deadline 3 Deadline for receipt by the ExA of: • Comments on WRs and responses to comments on RRs • Comments on Local Impact Reports • Comments on responses to ExA's Written Questions • Revised draft DCO from Applicant • Post hearing submissions including written Submissions of oral case • Guide to Application document tracker • Responses to further information requested by the ExA
14 December 2017	Publication by the ExA of: • ExA's Further Written Questions
21 December 2017	Deadline 4 Deadline for receipt of: • Comments on Applicant's revised draft DCO • Updated Compulsory Acquisition schedule • Updated Statements of Common Ground • Responses to further information requested by the ExA
9 January 2018	Deadline 5 Deadline for receipt of: • Responses to ExA's Further Written Questions • Responses to Further Information Requested by the ExA
25 January 2018	Publication by the ExA of: • Report on the Implications for European Sites (RIES)

31 January 2018	Deadline 6 Deadline for receipt of: • Updated Guide to application documents • Applicant's revised draft DCO • Comments on responses to further questions • Responses to further information requested by the ExA
14 February 2018	Deadline 7 Deadline for receipt of: • Comments on Applicant's revised draft DCO • Responses to further information requested by the ExA • Comments on the RIES
21 February 2018	Publication by the ExA of: • The ExA's draft DCO
28 February 2018	Deadline 8 Deadline for receipt of: • Comments on the ExA's draft DCO • Updated Statements of Common Ground • Updated Compulsory Acquisition schedule • Responses to further information requested by the ExA • Responses to Comments on the RIES

14 March 2018	Deadline 9 Deadline for receipt of: • Responses to comments on the ExA's draft DCO • Final DCO to be submitted by the Applicant in the SI template with the SI template validation report • Final updated Book of Reference • Final Statements of Common Ground • Final Compulsory Acquisition Schedule • Final Guide to Application document tracker • Responses to further information requested by the ExA
27 March 2018	CLOSE OF EXAMINATION

APPENDIX B: EXAMINATION LIBRARY

APPENDIX B - EXAMINATION LIBRARY INCLUDING THE REPORT ON IMPLICATIONS ON EUROPEAN SITES ((RIES)

This Examination Library relates to the Eggborough CCGT Project application. The library lists each document that has been submitted to the examination by any party and documents that have been issued by the Planning Inspectorate. All documents listed have been published to the National Infrastructure's Planning website and a hyperlink is provided for each document. A unique reference is given to each document; these references will be used within the Report on the Implications for European Sites and will be used in the Examining Authority's Recommendation Report. The documents within the library are categorised either by document type or by the deadline to which they are submitted.

Please note the following:

- This is a working document and will be updated periodically as the examination progresses.
- Advice under Section 51 of the Planning Act 2008 that has been issued by the Inspectorate, is published to the National Infrastructure Website but is not included within the Examination Library as such advice is not an examination document.
- This document contains references to documents from the point the application was submitted.
- The order of documents within each sub-section is either chronological, numerical, or alphabetical and confers no priority or higher status on those that have been listed first.

EN010081 – Eggborough CCGT**Examination Library - Index**

Category	Reference
Application Documents As submitted and amended version received before the PM. Any amended version received during the Examination stage to be saved under the Deadline received	APP-xxx
Adequacy of Consultation responses	AoC-xxx
Relevant Representations	RR-xxx
Procedural Decisions and Notifications from the Examining Authority Includes Examining Authority's questions, s55, and post acceptance s51	PD-xxx
Additional Submissions Includes anything accepted at the Preliminary Meeting and correspondence that is either relevant to a procedural decision or contains factual information pertaining to the examination	AS-xxx
Events and Hearings Includes agendas for hearings and site inspections, audio recordings, responses to notifications, applicant's hearing notices, and responses to Rule 6 and Rule 8 letters	EV-xxx
Representations – by Deadline	
Deadline 1:	REP1-xxx
Deadline 2:	REP2-xxx
Deadline 3:	REP3-xxx
Deadline 4:	REP4-xxx
Deadline 5:	REP5-xxx
Deadline 6:	REP6-xxx

Deadline 7:	REP7-xxx
Deadline 8:	REP8-xxx
Deadline 9:	REP9-xxx
Other Documents Includes s127/131/138 information, s56, s58 and s59 certificates, and transboundary documents	OD-xxx

EN010081 – Eggborough CCGT**Examination Library****Application Documents**

APP-001	1.1 - Application Cover Letter
APP-002	1.2 - Application Guide - Final
APP-003	1.3 - Application Form - Final
APP-004	1.4 - Notices for Statutory Publicity
APP-005	2.1 - Draft Development Consent Order
APP-006	2.2 - Explanatory Memorandum - Final
APP-007	2.3 - Draft DCO - Comparisons to Model Provisions version
APP-008	3.1 - Book of Reference
APP-009	3.2 - Statement of Reasons
APP-010	Not used
APP-011	3.3 - Funding Statement
APP-012	4.1 - Location Plan
APP-013	4.2 - Land Plans (Key Plan and Sheets 1 - 4)
APP-014	4.3 - Crown Land and Special Category Land Plan
APP-015	4.4 - Works Plans (Key Plan and Sheets 1 - 9)
APP-016	4.5 - Access and Rights of Way Plans (Key Plan and Sheets 1 - 4)
APP-017	4.6 - Indicative Generating Station Plan (Key Plan and Sheets 1 - 6)
APP-018	4.7 - Indicative Electrical Connection Works Plan
APP-019	4.8 - Indicative Cooling Water Connection Works Plans (Key Plan and Sheets 1 - 3)
APP-020	4.9 - Indicative Groundwater and Towns Water Supply Connections Works Plan
APP-021	4.10 - Indicative Gas Supply Pipelines Connection Works Plans - Final - May 2017 (Key Plan and Sheets 1 - 7)
APP-022	4.11 - Indicative Above Ground Installation Plans (Sheets 1 and 2)
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AoC-002	Cumbria County Council
AoC-003	Doncaster Metropolitan Borough Council
AoC-004	Durham County Council
AoC-005	East Riding of Yorkshire Council
AoC-006	Harrogate Borough Council
AoC-007	Leeds City Council
AoC-008	North Yorkshire County Council and Selby District Council
AoC-009	North York Moors National Park Authority
AoC-010	Redcar and Cleveland Borough Council
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RR-001	Alan Rhodes
RR-002	Christopher Frank Pearson
RR-003	Jamie Turner on behalf of Geeta Sahay
RR-004	East Riding of Yorkshire Council
RR-005	Natural England
RR-006	Historic England
RR-007	Shakespeare Martineau on behalf of National Grid Plc
RR-008	Canal & River Trust
RR-009	Stephen Laurenson
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RR-011	Yorkshire Wildlife Trust
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PD-015	Report on the Implications for European Sites (RIES) Issued by the Examining Authority - 25 January 2018
Additional Submissions	
AS-001	Eggborough Power Limited Additional Submission - 3.1 Updated Book of Reference version 2. Accepted at the discretion of the Examining Authority
AS-002	Eggborough Power Limited Additional Submission - Comments on draft Examination Timetable accepted at the discretion of the Examining Authority
AS-003	Northern Gas Networks Additional Submission - Accepted at the discretion of the Examining Authority
AS-004	Joint Nature Conservation Committee Additional Submission - Accepted at the discretion of the Examining Authority
AS-005	Dalton Warner Davis Applicant's response to post-Acceptance s51 advice dated 27 June 2017
AS-006	Shakespeare Martineau on behalf of National Grid Plc Additional Submission - Accepted at the discretion of the Examining Authority
Events and Hearings	
Preliminary Meeting – 27/09/2017	
EV-001	Preliminary Meeting Note
EV-002	Recording of Preliminary Meeting

Accompanied Site Visits and Hearings	
EV-003	Note of Unaccompanied Site Inspection - 26 September 2017
EV-004	Agenda for Issue Specific Hearings and Compulsory Acquisition Hearing Hearings on 22 and 23 November 2017
EV-005	Accompanied Site Inspection Itinerary 21 November 2017
EV-006	Eggborough Power Limited Accompanied Site Inspection Route
Issue Specific Hearing on Environmental Matters – 22 November 2017	
EV-007	Action Points from Issue Specific Hearing on Environmental Matters
EV-008	Recording of Issue Specific Hearing on Environmental Matters - Part 1
EV-009	Recording of Issue Specific Hearing on Environmental Matters - Part 2
EV-010	Recording of Issue Specific Hearing on Environmental Matters - Part 3
Issue Specific Hearing on the draft DCO – 23 November 2017	
EV-011	Recording of Issue Specific Hearing on the draft DCO
Compulsory Acquisition Hearing – 23 November 2017	
EV-012	Recording of Compulsory Acquisition Hearing
Representations	
Deadline 1 – 11 October 2017	
• Comments on updated application documents • Statements of Common Ground including any updated versions • Notification of wish to make oral representations at an Issue Specific Hearing • Notification of wish to attend an Accompanied Site Inspection (ASI), suggested locations and justifications • Responses to further information requested by the ExA • Notification of wish to speak at a Compulsory Acquisition Hearing • Notification of wish to speak at an Open Floor Hearing • Notification by statutory parties of wish to be considered as an Interested Party	
REP1-001	Eggborough Power Limited Covering Letter for Deadline 1 Submissions
REP1-002	Eggborough Power Limited 7.2 Statement of Common Ground between Eggborough Power Limited and Highways England (Revision 3.0)

REP1-003	Eggborough Power Limited 7.3 Statement of Common Ground between Eggborough Power Limited and Environment Agency (Revision 2.0)
REP1-004	Eggborough Power Limited 7.4 Statement of Common Ground between Eggborough Power Limited and Historic England (Revision 4.0)
REP1-005	Eggborough Power Limited 7.5 Statement of Common Ground between Eggborough Power Limited and The Coal Authority (Revision 3.0)
REP1-006	Eggborough Power Limited 7.6 Statement of Common Ground between Eggborough Power Limited and Canal and River Trust (Revision 2.0)
REP1-007	Eggborough Power Limited 7.7 Statement of Common Ground between Eggborough Power Limited and Natural England (Revision 1.0)
REP1-008	Eggborough Power Limited 7.8 Statement of Common Ground between Eggborough Power Limited and The Civil Aviation Authority (Revision 2.0)
REP1-009	Eggborough Power Limited 7.9 Statement of Common Ground between Eggborough Power Limited and National Grid Gas PLC (NGG) and National Grid Electricity Transmission Plc (NGET) (Revision 2.0)
REP1-010	Eggborough Power Limited 7.10 Statement of Common Ground between Eggborough Power Limited and the Marine Management Organisation (MMO) (Revision 2.0)
REP1-011	Hensall Parish Council Response to Rule 8 letter
REP1-012	The Marine Management Organisation (MMO) Submission for Deadline 1
REP1-013	Martineau on behalf of National Grid Plc Response to Rule 8 letter
Late Submission for Deadline 1	
REP1-014	North Yorkshire County Council and Selby District Council Response to letter of 11 October received from the Applicant. Late Submission for Deadline 1 accepted at the discretion of the Examining Authority

Deadline 2 – 1 November 2017

- Comments on Relevant Representations (RRs)
- Summaries of all RRs exceeding 1500 words
- Written Representations (WRs)
- Summaries of all WRs exceeding 1500 words
- Local Impact Reports from any local authorities
- Responses to ExA's Written Questions
- Updated Compulsory Acquisition Schedule (Annex to Written Questions)

REP2-001	Eggborough Power Limited Covering Email
REP2-002	Eggborough Power Limited 1.2 Application Guide (Rev. 2.0)
REP2-003	Eggborough Power Limited 2.1 Updated Draft DCO (Rev. 2.0)
REP2-004	Eggborough Power Limited 2.4 – Draft DCO – Comparison to Submission Version (May 2017) (Rev. 1.0)
REP2-005	Eggborough Power Limited 2.5 Explanatory Note on Changes to Draft DCO (Rev. 1.0)
REP2-006	Eggborough Power Limited 3.1 Book of Reference (Parts 1-5) (Track Change Version) (Rev. 3.0)
REP2-007	Eggborough Power Limited 4.2 Land Plans (Key Plan and Sheets 1-4) (Rev. 2.0)
REP2-008	Eggborough Power Limited 4.3 Crown Land Plan (Rev. 2.0)
REP2-009	Eggborough Power Limited 4.14 Deemed Marine Licence Coordinates Plan (Rev. 2.0)
REP2-010	Eggborough Power Limited 5.4 Other Consents and Licences (Rev. 2.0)
REP2-011	Eggborough Power Limited 7.1 Draft Statement of Common Ground with North Yorkshire County Council and Selby District Council (Rev. 2.0)
REP2-012	Eggborough Power Limited 7.5 Statement of Common Ground with The Coal Authority (Rev. 3.0)
REP2-013	Eggborough Power Limited 7.11 Draft Statement of Common Ground with the Yorkshire Wildlife Trust (Rev. 1.0)

REP2-014	Eggborough Power Limited 9.1 Applicant's Responses to the Examining Authority's First Written Questions
REP2-015	Eggborough Power Limited 9.1 Appendix 1 – Compulsory Acquisition Schedule
REP2-016	Eggborough Power Limited 9.1 Appendix 2 – Figure 8.1
REP2-017	Eggborough Power Limited 9.1 Appendix 3 – Technical Note on Air Quality Impacts
REP2-018	Eggborough Power Limited 9.1 Appendix 4 – Tables 8.20A and 8.20B
REP2-019	Eggborough Power Limited 9.1 Appendix 6 – Table 20.3
REP2-020	Eggborough Power Limited 9.1 Appendix 7 – Updated Framework Construction Environmental Management Plan ('CEMP')
REP2-021	Eggborough Power Limited 9.1 Appendix 8 – Historical Data on River Aire Temperature
REP2-022	Eggborough Power Limited 9.1 Appendix 9 – Yorkshire Water Agreement on Protective Provisions
REP2-023	Eggborough Power Limited 9.1 Appendix 5 – Tables 8.22A and 8.22B
REP2-024	Eggborough Power Limited 9.1 Appendix 10 – Letter from the Crown Estate
REP2-025	Eggborough Power Limited 9.1 Appendix 11 – Drawing Ref. No. 2095-059R3
REP2-026	Eggborough Power Limited 9.1 Appendix 12 – Concept Safety Review
REP2-027	Eggborough Power Limited 9.1 Appendix 13 – Figure 5.4
REP2-028	Eggborough Power Limited 9.1 Appendix 14 Part 1 of 2
REP2-029	Eggborough Power Limited 9.1 Appendix 14 Part 2 of 2

REP2-030	Eggborough Power Limited 9.2 Comments on Relevant Representations, including Appendix 1
REP2-031	Canal and River Trust Written Representation and Response to ExA's Written Questions
REP2-032	Environment Agency Deadline 2 Submission - Written Representation and Response to ExA's Written Questions
REP2-033	The Marine Management Organisation (MMO) Deadline 2 Submission
REP2-034	National Grid Plc Written Representation
REP2-035	National Grid Plc Response to ExA's Written Questions
REP2-036	North Yorkshire County Council and Selby District Council Cover letter
REP2-037	North Yorkshire County Council and Selby District Council Joint Written Representation
REP2-038	North Yorkshire County Council and Selby District Council Joint Response to ExA's Written Questions
REP2-039	North Yorkshire County Council and Selby District Council Joint Local Impact Report
REP2-040	Yorkshire Wildlife Trust Response to ExA's Written Questions
REP2-041	Hensall Parish Council Deadline 2 Submission
Deadline 3 – 01 December 2017 • Comments on WRs and responses to comments on RRs • Comments on Local Impact Reports • Comments on responses to ExA's Written Questions • Revised draft DCO from Applicant • Post hearing submissions including written submissions of oral case • Guide to Application document tracker • Responses to further information requested by the ExA	
REP3-001	Eggborough Power Limited Covering Email
REP3-002	Eggborough Power Limited 1.2 Application Guide (Rev. 3.0)

REP3-003	Eggborough Power Limited 2.1 Updated Draft DCO (Rev. 3.0)
REP3-004	Eggborough Power Limited 2.6 Draft DCO – Comparison to Deadline 2 Version (Rev. 1.0)
REP3-005	Eggborough Power Limited 2.7 Explanatory Note on Changes to Draft DCO (Deadline 3) (Rev. 1.0)
REP3-006	Eggborough Power Limited 7.1 Updated Draft Statement of Common Ground with North Yorkshire County Council and Selby District Council (Rev. 3.0)
REP3-007	Eggborough Power Limited 7.11 Updated Draft Statement of Common Ground with the Yorkshire Wildlife Trust (Rev. 2.0)
REP3-008	Eggborough Power Limited 7.3 Statement of Common Ground with the Environment Agency (Rev. 3.0)
REP3-009	Eggborough Power Limited 9.3 Applicant's Comments on the Local Impact report, Written Representations and Responses to the ExA's First Written Questions
REP3-010	Eggborough Power Limited 9.4 Written Summary of Applicant's Oral Case put at the Issue Specific Hearing on Environmental Matters held on 22 November 2017
REP3-011	Eggborough Power Limited 9.5 Written Summary of Applicant's Oral Case put at the Issue Specific Hearing on the Draft DCO held on 23 November 2017
REP3-012	Eggborough Power Limited 9.6 Written Summary of Applicant's Oral Case put at the Issue Specific Hearing on Compulsory Acquisition on 23 November 2017
REP3-013	Eggborough Power Limited 9.6 Appendix 1
REP3-014	Eggborough Power Limited 9.7 Demolition of the Existing Coal-Fired Power Station, including Appendices 1 and 2
REP3-015	Eggborough Power Limited 9.8 Draft Section 106 Agreement with Selby District Council and the Yorkshire Wildlife Trust
REP3-016	Yorkshire Wildlife Trust Response to ExA's Written Questions

REP3-017	Yorkshire Wildlife Trust Project Summary - Working with Natural Processes
REP3-018	Yorkshire Wildlife Trust Working with Natural Processes- Using the Evidence Base
REP3-019	Yorkshire Wildlife Trust Wet Woodland Creation Map Lower Aire
REP3-020	Canal and River Trust Covering Letter
REP3-021	Canal and River Trust Code of Practice Part 1
REP3-022	Canal and River Trust Code of Practice Part 2
REP3-023	Canal and River Trust Code of Practice Part 3
REP3-024	Canal and River Trust Protective Provisions
REP3-025	National Grid Letter from National Grid
REP3-026	Marine Management Organisation MMO Response to Deadline 3
REP3-027	North Yorkshire County Council and Selby District Council Letter to ExA
Late Submission for Deadline 3	
REP3-028	Hensall Parish Council Late Deadline 3 Submission - Accepted at the discretion of the Examining Authority
Deadline 4 – 21 December 2017 • Comments on Applicant’s revised draft DCO • Updated Compulsory Acquisition schedule • Updated Statements of Common Ground • Responses to further information requested by the ExA	
REP4-001	Eggborough Power Limited Covering Email
REP4- 002	Eggborough Power Limited 1.2 Application Guide (Rev. 4.0)

REP4-003	Eggborough Power Limited 7.9 Statement of Common Ground with National Grid Gas Plc & National Grid Electricity Transmission Plc (Rev. 2.0)
REP4-004	Eggborough Power Limited 7.10 Statement of Common Ground with the Marine Management Organisation (Rev. 3.0)
REP4-005	Eggborough Power Limited 9.8 Draft Section 106 Agreement with Selby District Council and the Yorkshire Wildlife Trust (Rev. 2.0)
REP4-006	Eggborough Power Limited 9.9 Compulsory Acquisition Update (Rev. 1.0)
REP4-007	Eggborough Power Limited 9.10 Applicant's Response to Deadline 3 Submissions (Rev. 1.0)
REP4-008	Marine Management Organisation Submission for Deadline 4 and 5
REP4-009	North Yorkshire County Council Deadline 4 Submission
Deadline 5 – 09 January 2018 • Responses to ExA's Further Written Questions (if required) • Responses to further information requested by the ExA	
REP5-001	Eggborough Power Limited 1.2 Application Guide (Rev. 5.0)
REP5-002	Eggborough Power Limited 2.1 Updated Draft DCO (Rev. 4.0)
REP5-003	Eggborough Power Limited 2.8 Draft DCO – Comparison to Deadline 3 Version
REP5-004	Eggborough Power Limited 2.9 Explanatory Note on Changes to Draft DCO
REP5-005	Eggborough Power Limited 9.11 Applicant's Responses to the Examining Authority's ('ExA's') Further Written Questions
REP5-006	Eggborough Power Limited 9.12 Response to the ExA's Request for Further Information on Habitats Regulations Assessment (including Appendix 1)

REP5-007	Eggborough Power Limited 9.13 Draft Section 106 Planning Agreement with Selby District Council – Demolition of the existing coal-fired power station
REP5-008	Eggborough Power Limited 9.14 Correction to Applicant's Response to Deadline 3 Submissions
REP5-009	Eggborough Power Limited Cover Email
REP5-010	The Environment Agency Response to ExA Written Questions
REP5-011	North Yorkshire County Council Letter to PINS
REP5-012	North Yorkshire County Council and Selby District Council Response to ExA Written Questions
Deadline 6 – 31 January 2018 • Updated Guide to application documents • Applicant's revised draft DCO • Comments on responses to further questions (if required) • Post hearing submissions including written submissions of oral case • Updated Guide to Application document tracker • Responses to further information requested by the ExA	
REP6-001	Eggborough Power Limited Covering Letter
REP6-002	Eggborough Power Limited 1.2 Application Guide (Rev.6.0)
REP6-003	Eggborough Power Limited 2.1 Updated Draft Development Consent Order (DCO) - Rev. 5.0
REP6-004	Eggborough Power Limited 2.10 Draft Development Consent Order (DCO) - Comparison to Deadline 5 Version
REP6-005	Eggborough Power Limited 2.11 Explanatory Note on Changes to Draft Development Consent Order (DCO)
REP6-006	Eggborough Power Limited 4.2 Updated Land Plans (Rev.3.0)
REP6-007	Eggborough Power Limited 7.11 Updated Draft Statement of Common Ground (SoCG) with the Yorkshire Wildlife Trust (Rev.3.0)

REP6-008	Wardhadaway on behalf of Canal and River Trust Submission for Deadline 6
Deadline 7 – 14 February 2018 • Comments on Applicant's revised draft DCO • Comments on the RIES • Responses to further information requested by the ExA	
REP7-001	Eggborough Power Limited 1.2 Application Guide (Rev. 7.0)
REP7-002	Eggborough Power Limited 4.14 Indicative Deemed Marine Licence Coordinates Plans (Rev. 3.0)
REP7-003	Eggborough Power Limited 7.1 Statement of Common Ground with North Yorkshire County Council (NYCC) and Selby District Council (SDC) - Rev. 4
REP7-004	Eggborough Power Limited 7.10 Statement of Common Ground with the Marine Management Organisation (MMO) - Rev. 4.0
REP7-005	Eggborough Power Limited 9.15 Comments on Report on Implications for European Sites (RIES)
REP7-006	Marine Management Organisation (MMO) Submission for Deadline 7
REP7-007	Natural England Submission for Deadline 7
Deadline 8 – 28 February 2018 • Comments on the ExA's draft DCO (if required) • Updated Statements of Common Ground • Responses to comments on the RIES • Updated Compulsory Acquisition schedule • Responses to further information requested by the ExA	
REP8-001	Eggborough Power Limited Covering Letter
REP8-002	Eggborough Power Limited 1.2 Application Guide (Rev. 8.0)
REP8-003	Eggborough Power Limited 2.1 Draft Development Consent Order (DCO) - Rev. 6.0
REP8-004	Eggborough Power Limited 2.12 Draft DCO - Comparison against Deadline 6 Version

REP8-005	Eggborough Power Limited 2.13 Explanatory Note on Changes to Draft DCO
REP8-006	Eggborough Power Limited 5.10 Indicative Landscape and Biodiversity Strategy (Rev. 2.0)
REP8-007	Eggborough Power Limited 7.10 Statement of Common Ground (SoCG) with the Marine Management Organisation (MMO) - Rev. 4.0
REP8-008	Eggborough Power Limited 7.11 Statement of Common Ground (SoCG) with the Yorkshire Wildlife Trust
REP8-009	Marine Management Organisation (MMO) Submission for Deadline 8
Deadline 9 – 14 March 2018 • Responses to comments on the ExA's draft DCO (if required) • Final DCO to be submitted by the Applicant in the SI template with the SI template validation report • Final updated Book of Reference • Final Statements of Common Ground • Final Compulsory Acquisition Schedule • Final Guide to Application document tracker • Responses to further information requested by the ExA	
REP9-001	Eggborough Power Limited Covering Letter
REP9-002	Eggborough Power Limited 1.2 Application Guide (Rev. 9.0)
REP9-003	Eggborough Power Limited 2.1 Draft Development Consent Order (DCO) - Rev. 7.0
REP9-004	Eggborough Power Limited 2.14 Draft DCO - Comparison to Deadline 8 Version
REP9-005	Eggborough Power Limited 7.1 Statement of Common Ground (SoCG) with North Yorkshire County Council (NYCC) and Selby District Council (SDC) - Rev. 5.0
REP9-006	Eggborough Power Limited 7.9 Statement of Common Ground (SoCG) with National Grid Gas Plc (NGG) and National Grid Electricity Transmission Plc (NGET) - Rev. 3.0
REP9-007	Eggborough Power Limited 9.8 Section 106 Planning Agreement with Selby District Council and

	Yorkshire Wildlife Trust - Biodiversity enhancement - Rev. 3.0 (Final Version)
REP9-008	Eggborough Power Limited 9.9 Compulsory Acquisition Update
REP9-009	Eggborough Power Limited 9.13 Section 106 Planning Agreement with Selby District Council - Demolition of coal station - Rev. 2.0 (Final Version)
REP9-010	Eggborough Power Limited Planning Performance Agreement with Selby District Council - Discharge of requirements - Rev. 1.0 (Final Version)
Late Submissions for Deadline 9	
REP9-011	Eggborough Power Limited Late Submission for Deadline 9 accepted at the discretion of the Examining Authority – S106 Planning Agreement on Biodiversity
REP9-012	Eggborough Power Limited Late Submission for Deadline 9 accepted at the discretion of the Examining Authority – S106 Planning Agreement on Demolition of Coal Station
REP9-013	Eggborough Power Limited Late Submission for Deadline 9 accepted at the discretion of the Examining Authority – Planning Performance Agreement
REP9-014	Eggborough Power Limited Late Submission for Deadline 9 accepted at the discretion of the Examining Authority - Application Guide - Rev.10.0 (End of Examination Version)
REP9-015	Eggborough Power Limited Late Submission for Deadline 9 accepted at the discretion of the Examining Authority - Statement of Common Ground with Canal and River Trust
REP9-016	Canal and River Trust Late Submission for Deadline 9 accepted at the discretion of the Examining Authority
Other Documents	
OD-001	Dalton Warner Davis - Certificate of Compliance cover letter
OD-002	Certificate of Compliance reg 13
OD-003	Certificate of Compliance s56

OD-004	Certificate of Compliance s59
OD-005	Regulation 24 Transboundary Screening document

APPENDIX C: LIST OF ABBREVIATIONS

APPENDIX C: LIST OF ABBREVIATIONS

Abbreviation or usage	Reference
2009 EIA Regulations	Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 (as amended)
AA	Appropriate Assessment
ALC	Agricultural Land Classification
AN10	The Planning Inspectorate's Advice Note 10
AGI	Above Ground Installation
AONB	Area of Outstanding Natural Beauty
AP	Affected Person(s)
APFP	Applications: Prescribed Forms and Procedures
ASI	Accompanies Site Inspection
BAT	Best Available Techniques
BEIS	(Department for) Business, Energy and Industrial Strategy
BoR	Book of Reference
CA	Compulsory Acquisition
CAA	Civil Aviation Authority
CAH	Compulsory Acquisition Hearing
CCGT	Combined Cycle Gas Turbine
CCR	Carbon Capture Readiness
CEMP	Construction Environmental Management Plan
CHP	Combined Heat and Power Readiness
CRT	Canal & River Trust
Core Strategy	The Selby District Core Strategy Local Plan 2013
CTMP	Construction Traffic Management Plan
CWTP	Construction Workers Travel Plan
dB	Decibel
DCLG compulsory acquisition guidance	'Planning Act 2008: Guidance related to procedures for the compulsory acquisition of land', Department of Communities and Local Government, September 2013
Draft DCO	Development consent order submitted during the Examination
DECC	The Former Department of Energy and Climate Change
DEFRA	The Department of the Environment, Food and Rural Affairs
DL (number)	Examination Deadline (see Appendix A for a list)
DML	Deemed Marine Licence
EA	Environment Agency
EA Permitting Guidance	Department for Environment, Food & Rural Affairs (DEFRA) and Environment Agency: Air Emissions Risk Assessment for Your Environmental Permit
EIA	Environmental Impact Assessment
EM	Explanatory Memorandum
EN-1	Overarching National Policy Statement for Energy (EN-1)

Abbreviation or usage	Reference
EN-2	National Policy Statement for Fossil Fuel Electricity Generating Infrastructure (EN-2)
EN-4	National Policy Statement for Gas Supply Infrastructure and Gas and Oil Pipelines (EN-4)
EN-5	National Policy Statement for Electricity Networks Infrastructure (EN-5)
EPR	Examination Procedure Rules
ES	Environmental Statement
EU	European Union
ExA	Examining Authority
Final DCO	The draft Development Consent Order submitted at Deadline 9 [REP9-003]
FRA	Flood Risk Assessment
FS	Funding Statement
FWQ	Further Written Questions
HE	Historic England
HoTs	Heads of Terms
Habitats Directive	Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora
Habitats Regulations	The Conservation of Habitats and Species Regulations 2017
HGVs	Heavy Goods Vehicles
HRA	Habitat Regulations Assessment
HRA Report	The Applicant's further information on Habitat Regulations Assessment submitted at Deadline 5 [REP5-006]
HSE	Health and Safety Executive
IAQM Guidance	Institute of Air Quality Management Guidance 2016
IDB	Internal Drainage Board
ILBS	Indicative Landscape and Biodiversity Strategy
IP	Interested Party/ies
ISH	Issue Specific Hearing
Km	Kilometre
KV	Kilovolts
LA	Local Authority
LIR	Local Impact Report
LOAEL	Lowest Observable Adverse Effect Level
Local Plan	The saved policies of the Selby District Local Plan 2005
LSE	Likely Significant Effects
m	Metres
MCZ	Marine Conservation Zone
MMO	Marine Management Organisation
MPS	Marine Policy Statement
MW	Megawatt(s)
N/ha/yr	Kilograms of nitrogen per hectare per year
NGET	National Grid Electricity Transmission
NGG	National Grid Gas

Abbreviation or usage	Reference
NE	Natural England
NERCA2006	The Natural Environment and Rural Communities Act
NOx	Oxides of nitrogen
NPA2017	The Neighbourhood Planning Act 2017
NPPF	National Planning Policy Framework
NPS	National Policy Statement
NSIP	Nationally Significant Infrastructure Project
NYCC	North Yorkshire County Council
NYCC/SDC	North Yorkshire County Council/Selby District Council
PA2008	Planning Act 2008
PM	Preliminary Meeting
PRoW	Public Rights of Way
Ramsar	The Ramsar Convention on Wetlands
Recommended DCO	The Development Consent Order recommended to the SoS
RIES	Report on the Implications for European sites
RR	Relevant Representation(s)
Rule 6 Letter	Rule 6 of the Infrastructure Planning (Examination Procedure) Rules 2010
Rule 8 Letter	Rule 8 of the Infrastructure Planning (Examination Procedure) Rules 2010
Rule 17 Letter	Rule 17 of the Infrastructure Planning (Examination Procedure) Rules 2010
SAC	Special Area of Conservation
SCR	Selective Catalytic Reduction
SDC	Selby District Council
SNCB	Statutory Nature Conservation Body
SNCBs	Statutory nature conservation bodies – a collective reference
SWMP	Site Waste Management Plan
SoCG	Statement of Common Ground
SoR	Statement of Reasons
SoS	Secretary of State
SPA	Special Protection Area
SSSI	Sites of Special Scientific Interest
TCPA1990	Town and Country Planning Act 1990
TCE	The Crown Estate
TP	Temporary Possession
The Inspectorate	Planning Inspectorate
UK	United Kingdom
USI	Unaccompanied Site Inspection
Waste Plan	The North Yorkshire Waste Local Plan 2006
WFD	Council Directive 2000/60/EC (as amended) A framework for the Community action in the field of water policy (the Water Framework Directive)
WQ	Written Question
WR	Written Representation(s)
YWT	Yorkshire Wildlife Trust

APPENDIX D: RECOMMENDED DEVELOPMENT CONSENT ORDER

201* No.

INFRASTRUCTURE PLANNING

The Eggborough CCGT (Generating Station) Order

Made - - - -

Coming into force - -

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An application has been made to the Secretary of State in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(a) and Part 5 of the Planning Act 2008(b) for an Order granting development consent.

The application was examined by the Examining Authority appointed by the Secretary of State pursuant to Chapter 4 of Part 6 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010(a).

(a) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755 and S.I. 2017/572.

(b) 2008 c.29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c.20).

The Secretary of State, in accordance with section 104(2) of the 2008 Act, has had regard to the relevant national policy statements, the joint local impact report submitted by North Yorkshire County Council and Selby District Council and those matters which the Secretary of State thinks are both important and relevant to his decision.

The Secretary of State, having considered the representations made and not withdrawn and the application with the documents that accompanied the application, has determined to make an Order giving effect to the proposals comprised in the application.

The Secretary of State's determination was published on [X].

Accordingly, the Secretary of State, in exercise of the powers conferred by sections 114, 115, 120, 122, 123 and 149A of the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the Eggborough CCGT (Generating Station) Order 201[x] and comes in to force on [x] 201[x].

Interpretation

2.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961**(b)**;

“the 1965 Act” means the Compulsory Purchase Act 1965**(c)**;

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- (a) S.I. 2010/103, amended by S.I. 2012/635.
- (b) 1961 c.33. Section 1 and subsections (A1), (1) and (3)-(6) of section 4 were amended by articles 5(1), (2) (6) of, and paragraphs 31, 37(a), 37(b), 38, 39(a), 39(b), 39(c), of Schedule 1 and Schedule 5 of Transfer of Tribunal Functions (Lands Tribunal and Miscellaneous Amendments) Order 2009 (S.I. 2009/1307). There are other amendments to the 1961 Act which are not relevant to this Order.
- (c) 1965 c.56. Subsections (1)-(3) of section 1 and section 30 were amended by subsections (1) and (3) of section 34 of, and paragraph 14 of Schedule 4 to, and Schedule 6 to, the Acquisition of Land Act 1981 (c.67). Subsection (4) of section 1 was amended by section 4 of and paragraph 13(1)(a) and (b) of Schedule 2 to the Planning (Consequential Provisions) Act 1990 (c.11). Subsection (5) of section 1 was amended by section 109 of and paragraph 124 of Schedule 10 to, the Courts Act 2003 (c.39). Section 3 was amended by section 70 of, and paragraph 3 of Schedule 15 to, the Planning and Compensation Act 1991(c.34). Section 4 and subsection (2) of section 11 were amended by section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c.71). Section 5 was amended by section 67 of the Planning and Compensation Act 1991 (c.34). Subsection (2A)(d) and 2(d) of section 5, section 6, subsections (1) and (3) of section 8 and subsection (1) of section 10, subsection (3) of section 11, subsection (1) of section 15, subsection (1) of section 16, subsection (2) of section 17, subsections (1) and (2)(b) of section 18, subsection (2) of section 19 and subsection (3) of section 20 were amended by articles 5(1), (2) and (6) of, and paragraphs 59, 61, 62, 63, 65, 66, 67, 68, 69 ad 70 of Schedule 1 to, and Schedule 5 to the Transfer of Tribunal Functions (Lands Tribunal and Miscellaneous Amendments) Order 2009 (S.I. 2009/1307). Subsection (3) of section 10 was amended by section 4 of, and paragraph 13(2)(a) and (b) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11). Subsection (1) of section 11 and sections 31 and 32 were amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c.67) and by sections 14 and 70 of, and paragraphs 12(1) and 12(2) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (2006 No.1). Section 12 was amended by section 56(2) of, and Part 1 to Schedule 9 to, the Courts Act 1971 (c.23). Section 13 was amended by sections 62 and 139 of, and paragraphs 27 and 28(1) and (2) to, the Tribunals, Courts and Enforcement Act 2007 (c.15). Subsection 2 of section 20 was amended by section 70 of, and paragraph 4 of Schedule 15 to, the Planning and Compensation Act 1991 (c.34). Subsections 3 and 4 of section 23 and subsection (1) of section 25 were amended by section 59 of, and paragraph 4 of part 2 of Schedule 11 to, the Constitutional Reform Act 2005 (c.4). Section 31 was also amended by section 70 of, and paragraph 19 of Schedule 15 to, the Planning and Compensation Act 1991 (c.34). There are other amendments to the 1965 Act which are not relevant to this Order.

“the 1980 Act” means the Highways Act 1980(a);

“the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act(b);

“the 1990 Act” means the Town and Country Planning Act 1990(c);

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

“the 2008 Act” means the Planning Act 2008(e);

“the 2009 Act” means the Marine and Coastal Access Act 2009(f);

“the 2009 Regulations” means the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(g);

“access and rights of way plans” means the plans submitted under regulation 5(2)(k) of the 2009 Regulations and certified as such by the Secretary of State for the purposes of this Order;

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

“AOD” means above ordnance datum;

“apparatus” has the same meaning as in Part 3 of the 1991 Act save that “apparatus” further includes pipelines (and parts of them), aerial markers, cathodic protection test posts, field

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- (a) 1980 c.66. Section 1(1) was amended by section 21(2) of the New Roads and Street Works Act 1991 (c.22); sections 1(2), 1(3) and 1(4) were amended by section 8 of, and paragraph (1) of Schedule 4 to, the Local Government Act 1985 (c.51); section 1(2A) was inserted, and section 1(3) was amended, by section 259(1), (2) and (3) of the Greater London Authority Act 1999 (c.29); sections 1(3A) and 1(5) were inserted by section 22(1) of, and paragraph 1 of Schedule 7 to, the Local Government (Wales) Act 1994 (c.19). Section 36(2) was amended by section 4(1) of, and paragraphs 47(a) and (b) of Schedule 2 to, the Housing (Consequential Provisions) Act 1985 (c.71), by S.I. 2006/1177, by section 4 of, and paragraph 45(3) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11); section 36(3A) was inserted by section 64(4) of the Transport and Works Act 1992 and was amended by S.I. 2006/1177; section 36(6) was amended by section 8 of, and paragraph 7 of Schedule 4 to, the Local Government Act 1985 (c.51); and section 36(7) was inserted by section 22(1) of, and paragraph 4 of Schedule 7 to, the Local Government (Wales) Act 1994 (c.19). Section 329 was amended by section 112(4) of, and Schedule 18 to, the Electricity Act 1989 (c.29) and by section 190(3) of, and Part 1 of Schedule 27 to, the Water Act 1989 (c.15). There are other amendments to the 1980 Act which are not relevant to this Order.
- (b) 1981 c.66. Sections 2(3), 6(2) and 11(6) were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c.11). Section 15 was amended by sections 56 and 321(1) of, and Schedules 8 and 16 to, the Housing and Regeneration Act 2008 (c.17). Paragraph 1 of Schedule 2 was amended by section 76 of, and Part 2 of Schedule 9 to, the Housing Act 1988 (c.50); section 161(4) of, and Schedule 19 to, the Leasehold Reform, Housing and Urban Development Act 1993 (c.28); and sections 56 and 321(1) of, and Schedule 8 to, the Housing and Regeneration Act 2008. Paragraph 3 of Schedule 2 was amended by section 76 of, and Schedule 9 to, the Housing Act 1988 and section 56 of, and Schedule 8 to, the Housing and Regeneration Act 2008. Paragraph 2 of Schedule 3 was repealed by section 277 of, and Schedule 9 to, the Inheritance Tax Act 1984 (c.51). There are amendments to the 1981 Act which are not relevant to this Order.
- (c) 1990 c.8. Subsection (4)(aa) of section 56 was added by Planning and Compensation Act 1991 (c.34). Subsection (5)(a) of section 56 was amended by subsection (2)(a) of section 40 of the Planning and Compulsory Purchase Act 2004 (c.5) and subsection (1) of section 30 of, and paragraphs 2 and 3 of part 2 of Schedule 4 to, the Infrastructure Act 2015 (c.7). Subsection (5)(b) of section 56 was amended by subsection (4) of section 31 of, and paragraphs 8 and 10 of Schedule 6 to, Planning and Compensation Act 1991 (c.34). Subsections (3), (4), (6) and (7) of section 198 were amended by subsection (1) of section 192 and subsection (2)(a) of section 238 of, and paragraphs 7 and 8 of Schedule 8 to, and Schedule 13 to, the 2008 Act. Subsection (4)(a) of section 198 was amended by sections 31, 32, 42 and 84 of, and paragraphs 8 and 20 of Schedule 6 and paragraphs 8 and 34 of Schedule 7 to and Parts 1 and 2 of Schedule 19 to, the Planning and Compensation Act 1991 (c.34). Subsections (8) and (9) of section 198 were amended by subsection (3) of section 42 to the Planning and Compulsory Purchase Act 2004 (c.5). There are other amendments to the 1990 Act which are not relevant to this Order.
- (d) 1991 c.22. Sections 48(3A) and 50(1A), were inserted by section 124 of the Local Transport Act 2008 (c.26). Sections 49, subsection (3) of section 63, subsection 7A(a) of section 74, subsections (2) and (10)(a) and section 86 were amended by subsection (6) of section 1 of, and paragraphs 113, 117 - 121 of part 2 of Schedule 1 to, the Infrastructure Act 2015 (c.7). Sections 51, 53-60, 65-69, subsections (1A), (4), (4B) and (6) of section 70, 71-72, 73A-73F, subsections (3)(b) and (7B) of section 74, 75, 78A, 39-80, 83, 88, subsection (2) of section 89, 90, 92-93, 95A and 96-97 were amended by sections 40, 42-45, 47-56, 58 and 59 of, and Schedule 1 to, the Traffic Management Act 2004 (c.18). Subsection (5) of section 63 was added by section 32 of, and paragraph 27 of schedule 3 to, the Flood and Water Management Act 2010 (c.29). Subsection (4) of section 64 was added by section 81 of, and paragraph 7 of Schedule 2 to, the Road Traffic Act 1991 (c.40). Subsections (3) and (4A) of section 70 were amended by regulation 17E of The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007 (S.I. 2007/1951). Subsections (2A), (3), (3)(b), (4), (5A)-(5C), (7), (7A) and (7B) were amended by sections 256 and 274 of, and part V(2) of Schedule 31 to, the Transport Act 2000 (c.38). Subsection (1)(a) of section 89 was amended by subsection (1) of section 2 of, and paragraph 57(1) of Schedule 1 to, the Water Consolidation (Consequential Provisions) Act 1991 (c.60). There are other amendments to the 1991 Act which are not relevant to this Order.
- (e) 2008 c.29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c.20). Part 7 amended by S.I. 2017/16.
- (f) 2009 c.23.
- (g) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755 and S.I. 2017/572.

boundary markers, transformer rectifier kiosks, electricity cables, telecommunications equipment and electricity cabinets;

“application guide” means the application guide revision 10.0 dated March 2018 and certified as such by the Secretary of State for the purposes of this Order;

“authorised development” means the development and associated development described in Schedule 1 (authorised development) which is development within the meaning of section 32 of the 2008 Act;

“the book of reference” means the book of reference submitted under regulation 5(2)(d) of the 2009 Regulations and certified as such by the Secretary of State for the purposes of this Order;

“building” includes any structure or erection or any part of a building, structure or erection;

“carriageway” has the same meaning as in the 1980 Act;

“Canal and River Trust” means the body of that name which is a company limited by guarantee (Company No. 7807276) and a registered charity (Charity Commission No. 1146792) whose registered office is at First Floor, North Station House, 500 Elder Gate, Milton Keynes, MK9 1BB;

“combined heat and power assessment” means the combined heat and power assessment submitted under regulation 5(2)(q) of the 2009 Regulations and certified as such by the Secretary of State for the purposes of this Order;

“commence” means the carrying out of a material operation, as defined in section 155 of the Planning Act 2008 (which explains when development begins), comprised in or carried out for the purposes of the authorised development and the words “commencement” and “commenced” and cognate expressions are to be construed accordingly;

“commercial use” means that the commissioning of the authorised development has been completed and it is generating electricity on a commercial basis;

“compulsory acquisition notice” means a notice served in accordance with section 134 of the 2008 Act;

“Eggborough Power Limited” means Eggborough Power Limited (Company No. 03782700) whose registered office is at Eggborough Power Station, Eggborough, Goole, East Yorkshire, DN14 0BS;

“electronic transmission” means a communication transmitted—

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

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

“the environmental statement” means the environmental statement submitted under regulation 5(2)(a) of the 2009 Regulations and certified as such by the Secretary of State for the purposes of this Order;

“environmental statement commitments register” means the document of that name dated May 2017;

“the flood risk assessment” means the flood risk assessment submitted under regulation 5(2)(e) of the 2009 Regulations and certified as such by the Secretary of State for the purposes of this Order;

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

“highway” and “highway authority” have the same meaning as in the 1980 Act;

“the indicative landscaping and biodiversity strategy” means the indicative landscaping and biodiversity strategy under regulation 5(2)(q) of the 2009 Regulations and certified as such by the Secretary of State for the purposes of this Order;

“the indicative lighting strategy” means the indicative lighting strategy under regulation 5(2)(q) of the 2009 Regulations and certified as such by the Secretary of State for the purposes of this Order;

“the land plans” means the land plans submitted under regulation 5(2)(i) of the 2009 Regulations and certified as the land plans by the Secretary of State for the purposes of this Order;

“limits of deviation” means the limits of deviation shown for each work number on the works plans;

“maintain” includes inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace and improve any part, but not the whole of the authorised development, to the extent that such activities have been assessed in the environmental statement and “maintenance” and “maintaining” are to be construed accordingly;

“NGET” means National Grid Electricity Transmission plc (Company Registration Number 02366977) whose registered office is at 1 to 3 Strand, London, WE2N 5EH;

“NGG” means National Grid Gas plc (Company Registration Number 02006000) whose registered office is at 1 to 3 Strand, London WC2N 5EH;

“Order land” means the land delineated and marked as such on the land plans;

“the Order limits” means the limits shown on the works plans within which the authorised development may be carried out;

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

“plot” means the plots listed in the book of reference and as shown on the land plans;

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

“requirements” means those matters set out in Schedule 2 to this Order;

“statutory undertaker” means any person falling within section 127(8) of the 2008 Act;

“street” means a street within the meaning of section 48 of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes any footpath and “street” includes any part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act for which purposes “highway authority” has the meaning given in this article;

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

“the tribunal” means the Lands Chamber of the Upper Tribunal;

“undertaker” means Eggborough Power Limited or the person who has the benefit of this Order in accordance with articles 6 and 7;

“watercourse” includes all rivers, streams, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

“working day” means any day other than a Saturday, Sunday or English bank or public holiday; and

“the works plans” means the works plans submitted under regulation 5(2)(j) of the 2009 Regulations and certified as the works plans by the Secretary of State for the purposes of this Order.

(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 air-space above its surface and to any trusts or incidents (including restrictive covenants) to which the land is subject and references in this Order to the creation or acquisition of new rights include the imposition of restrictive covenants which interfere with interests or rights of another and are for the benefit of land which is acquired under this Order or is otherwise comprised in the Order.

(3) Save for the definition of the “undertaker”, the definitions in paragraph (1) do not apply to Schedule 13 (deemed marine licence under Part 4 (marine licensing) of the 2009 Act).

(a) 1981 c.67.

(4) All distances, directions and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development are to be taken to be measured along that work.

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

(6) References in this Order to numbered works are references to the works comprising the authorised development as numbered in Schedule 1 and shown on the works plans.

(7) The expression “includes” is to be construed without limitation.

(8) The provisions of the Neighbourhood Planning Act 2017^(a), insofar as they relate to temporary possession of land under articles 26 (temporary use of land for carrying out the authorised development) and 27 (temporary use of land for maintaining the authorised development) of this Order, do not apply in relation to the construction of any work or the carrying out of any operation required for the purpose of, or in connection with, the construction, maintenance or operation of the authorised development.

PART 2

PRINCIPAL POWERS

Development consent etc. granted by the Order

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

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

Maintenance of authorised development

4.—(1) Except to the extent that this Order or an agreement made under this Order provides otherwise and subject to the provisions of this Order and to the requirements, the undertaker is authorised to and, subject to the requirements, may at any time maintain the authorised development.

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

Operation of authorised development

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

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

Benefit of the Order

6.—(1) Subject to paragraph (2) and article 7 (consent to transfer benefit of Order), the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Paragraph (1) does not apply to—

- (a) Work No. 3B in relation to which this Order has effect for the benefit of the undertaker and NGET; and
- (b) Work No 7A in relation to which this Order has effect for the benefit of the undertaker and NGG.

(a) 2017 c.20.

Consent to transfer benefit of the Order

7.—(1) Subject to paragraph (4) the undertaker may—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order (including any of the numbered works) and such related statutory rights as may be agreed in writing between the undertaker and the transferee; or
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order (including any of the numbered works) and such related statutory rights as may be so agreed.

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (3) include references to the transferee or the lessee.

(3) The exercise by a person of any benefits or rights conferred 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 the undertaker.

(4) The consent of the Secretary of State is required for the exercise of the powers of paragraph (1) except where—

- (a) the transferee or lessee is—
 - (i) the holder of a licence under section 6 of the Electricity Act 1989(a);
 - (ii) in relation only to a transfer or lease of Work No. 6 or Work No. 7 the holder of a licence under section 7 of the Gas Act 1986(b); or
 - (iii) in relation to a transfer or lease of any works within a highway a highway authority responsible for the highways within the Order land; or
- (b) the time limits for all claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
 - (i) no such claims have been made;
 - (ii) any such claims that have been made have all been compromised or withdrawn;
 - (iii) compensation has been paid in final settlement of all such claims;
 - (iv) payment of compensation into court in lieu of settlement of all such claims has taken place; or
 - (v) it has been determined by a tribunal or court of competent jurisdiction in respect of all claims that no compensation is payable.

(5) Where the consent of the Secretary of State is not required under paragraph (4) the undertaker must notify the Secretary of State in writing before transferring or granting a benefit referred to in paragraph (1).

(6) The notification referred to in paragraph (5) must state—

- (a) the name and contact details of the person to whom the benefit of the powers will be transferred or granted;
- (b) subject to paragraph (7), the date on which the transfer will take effect;
- (c) the powers to be transferred or granted;

(a) 1989 c.29. Part 1 has been amended by S.I. 2017/493 and Section 6(1) has been amended by section 30 of the Utilities Act 2000 (c.27) and sections 136 and 197 of, and part 1 of Schedule 23 to, the Energy Act 2004 (c.20). Section 64 has been amended by article 24(c) of the Competition Act 1998 (Competition Commission) Transitional, Consequential and Supplemental Provisions Order 1999 (S.I. 1999/506), section 108 of, paragraphs 24 and 38 of part 2 of Schedule 6 to, and Schedule 8 to the Utilities Act 2000 (c.27), sections 44, 89, 102, 143, 147, 180 and 197 of, paragraphs 3 and 15 of Schedule 19 to, and Part 1 of Schedule 23 to, the Energy Act 2000 (c.20), section 79 of, and paragraph 5 of Schedule 8 to, the Climate Change Act 2008 (c.27), section 72 of, and paragraph 5 of Schedule 8 to, the Energy Act 2011 (c.16), regulation 48 of the Electricity and Gas (Internal Markets) Regulations 2011 (S.I. 2011/2704), articles 2 and 13 of the Electricity and Gas (Smart Meters Licensable Activity) Order 2012 (S.I. 2012/2400), section 26 of, and paragraphs 30 and 43 of part 1 of Schedule 6 to, the Enterprise and Regulatory Reform Act 2013 (c.24), and regulation 5 of the Electricity and Gas (Internal Markets) Regulations (S.I. 2014/3332).

(b) 1986 c.44. Section 7 (1) was amended by section 76 of the Utilities Act 2000 (c.27) and section 197 of, and part 1 of Schedule 23 to, the Energy Act 2004 (c.20).

- (d) pursuant to paragraph (3) the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted; and
 - (e) where relevant, a plan showing the works or areas to which the transfer or grant relates.
- (7) The date specified under paragraph (6)(b) must not be earlier than the expiry of five working days from the date of the receipt of the notice.
- (8) The notice given under paragraph (6) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.

PART 3

STREETS

Street works

8.—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets specified in Schedule 3 (streets subject to street works) and may—

- (a) break up or open the street, or any sewer, drain or tunnel under it;
- (b) tunnel or bore under the street;
- (c) place apparatus in the street;
- (d) maintain apparatus in the street, change its position or remove it; and
- (e) execute any works required for or incidental to any works referred to in sub-paragraphs (a), (b), (c) and (d).

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

(3) Where the person carrying out any works pursuant to paragraph (1) is not the street authority the provisions of sections 54 to 106 of the 1991 Act apply to any such works.

Power to alter layout, etc., of streets

9.—(1) The undertaker may for the purposes of the authorised development alter the layout of or carry out any works in the street in the case of permanent works as specified in column (2) of Part 1 of Schedule 4 (streets subject to permanent alteration of layout) in the manner specified in relation to that street in column (3) and in the case of temporary works as specified in column (2) of Part 2 of Schedule 4 (streets subject to temporary alteration of layout) in the manner specified in relation to that street in column (3).

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

- (a) alter the level or increase the width of any kerb, footway, cycle track or verge; and
- (b) make and maintain passing place(s).

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

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

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

Construction and maintenance of new or altered means of access

10.—(1) Those parts of each means of access specified in Part 1 of Schedule 5 (those parts of the access to be maintained at the public expense) to be constructed under this Order must be completed to the reasonable satisfaction of the highway authority and, unless otherwise agreed by the highway authority, must be maintained by and at the expense of the undertaker for a period of 12 months from completion and from the expiry of that period by and at the expense of the highway authority.

(2) Those parts of each means of access specified in Part 2 of Schedule 5 (those parts of the access to be maintained by the street authority) to be constructed under this Order and which are not intended to be a public highway must be completed to the reasonable satisfaction of the street authority and must be maintained by and at the expense of the undertaker for a period of 12 months from completion and from the expiry of that period by and at the expense of the street authority.

(3) Those restoration works carried out pursuant to article 9(1) (power to alter layout, etc., of streets) identified in Part 3 of Schedule 5 (those works to restore the temporary accesses which will be maintained by the street authority) which are not intended to be a public highway must be completed to the reasonable satisfaction of the street authority and must be maintained by and at the expense of the street authority.

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

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

- (a) the character of the street including the traffic which was reasonably to be expected to use it;
- (b) the standard of maintenance appropriate for a street of that character and used by such traffic;
- (c) the state of repair in which a reasonable person would have expected to find the street;
- (d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause danger to users of the street; and
- (e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed.

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

(6) Nothing in this article—

- (a) prejudices the operation of section 87 of the 1991 Act (prospectively maintainable highways); and the undertaker is not by reason of any duty under that section to maintain a street to be taken to be a street authority in relating to that street for the purposes of Part 3 of that Act; or
- (b) has effect in relation to the street works with regard to which the provisions of Part 3 of the 1991 Act apply.

Temporary stopping up of streets, public rights of way and public rights of navigation

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

- (a) divert the traffic or a class of traffic from the street or public right of way; and
- (b) subject to paragraph (2), prevent all persons from passing along the street or public right of way.

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

(3) Without prejudice to the generality of paragraph (1), the undertaker may temporarily stop up, alter or divert the streets specified in column (2) of Schedule 6 (streets to be temporarily stopped up) to the extent specified in column (3) of that Schedule and the public rights of way specified in column (2) of Part 1 of Schedule 7 (public rights of way to be temporarily stopped up) to the extent specified in column (3) of that Schedule.

(4) The undertaker may not temporarily stop up, alter or divert—

- (a) any street, public right of way specified in paragraph (3) without first consulting the highway authority; and
- (b) any other street or public right of way without the consent of the highway authority, and the highway authority may attach reasonable conditions to any such consent.

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

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

(7) The undertaker, during and for the purposes of carrying out and maintaining the authorised development, may temporarily suspend the public rights of navigation in relation to the areas specified in column (4) of Part 2 of Schedule 7 (public rights of navigation to be temporarily suspended) for the purposes of constructing or carrying out the work listed at column (3) of that Part 2 of Schedule 7.

(8) Prior to the proposed commencement date of any suspension of the public rights of navigation under paragraph (7), the undertaker must give notice to the Canal and River Trust.

(9) Following a receipt of a notice relating to a suspension pursuant to paragraph (8) the Canal and River Trust must issue a notice to mariners giving the commencement date and other particulars of the suspension to which the notice or consent relates, and that suspension takes effect on the date specified and as otherwise described in the notice.

(10) During the period that public rights of navigation are temporarily suspended under this article, the undertaker must upon application allow reasonable access to the area where such rights of navigation would otherwise apply subject to such conditions as the undertaker may reasonably impose.

(11) The undertaker may not exercise the powers of paragraph (7) of this article after the completion of construction of the authorised development.

(12) The powers in paragraph (7) are subject to Part 3 (Protective Provisions for the Protection of the Canal and River Trust) of Schedule 12.

Access to works

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

- (a) form and layout the permanent means of access, or improve existing means of access, in the locations specified in Part 1 of Schedule 4 (streets subject to permanent alteration of layout);
- (b) form and layout the temporary means of access in the location specified in Part 2 of Schedule 4 (streets subject to temporary alteration of layout); and
- (c) with the approval of the relevant planning authority after consultation with the highway authority, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

Agreements with street authorities

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

- (a) the construction of any new street including any structure carrying the street over or under any part of the authorised development;
- (b) the strengthening, improvement, repair or reconstruction of any street under the powers conferred by this Order;
- (c) the maintenance of the structure of any bridge or tunnel carrying a street;
- (d) any stopping up, alteration or diversion of a street authorised by this Order;
- (e) the undertaking in the street of any of the works referred to in article 10(1) (construction and maintenance of new or altered means of access); and/or
- (f) the adoption by a street authority which is the highway authority of works—
 - (i) undertaken on a street which is existing publicly maintainable highway; and/or
 - (ii) which the undertaker and highway authority agree are to be adopted as publicly maintainable highway.

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

- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question;
- (b) specify a reasonable time for the completion of the works; and
- (c) contain such terms as to payment and otherwise as the parties consider appropriate.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

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

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

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

(a) 1991 c.56.

- (4) The undertaker must not make any opening into any public sewer or drain except—
- (a) in accordance with plans approved by the person to whom the sewer or drain belongs but approval must not be unreasonably withheld; and
 - (b) where that person has been given the opportunity to supervise the making of the opening.
- (5) Except as authorised under this Order, the undertaker must not, in carrying out or maintaining works, damage or interfere with the bed or banks of any watercourse forming part of a main river.
- (6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.
- (7) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters requires a licence pursuant to the Environmental Permitting (England and Wales) Regulations 2016^(a).
- (8) In this article—
- (a) “public sewer or drain” means a sewer or drain which belongs to Homes England, the Environment Agency, a harbour authority within the meaning of section 57 of the Harbours Act 1964^(b) (interpretation), an internal drainage board, a joint planning board, a local authority, a National Park Authority, a sewerage undertaker or an urban development corporation; and
 - (b) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991^(c) have the same meaning as in that Act.

Authority to survey and investigate the land

15.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised development and—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

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

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

- (a) must, if so required entering the land, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

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

- (a) in land located within the highway boundary without the consent of the highway authority; or
- (b) in a private street without the consent of the street authority.

^(a) S.I. 2016/1154.

^(b) 1964 c.40. Paragraph 9B was inserted into Schedule 2 by the Transport and Works Act 1992 (c.42), section 63(1) and Schedule 3, paragraph 9(1) and (5). There are other amendments to the 1964 Act which are not relevant to this Order.

^(c) 1991 c.57.

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

Removal of human remains

16.—(1) In this article “the specified land” means the Order land.

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

(3) Before any such remains are removed from the specified land the undertaker must give notice of the intended removal, describing the specified land and stating the general effect of the following provisions of this article, by—

- (a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised project; and
- (b) displaying a notice in a conspicuous place on or near to the specified land.

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

(5) At any time within fifty-six 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.

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

- (a) removed and re-interred in any burial ground or cemetery in which burials may legally take place; or
- (b) removed to, and cremated in, any crematorium, and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (11).

(7) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question is to be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who is to remove the remains and as to the payment of the costs of the application.

(8) The undertaker must pay the reasonable expenses of removing and re-interring or cremating the remains of any deceased person under this article.

(9) If—

- (a) within the period of fifty-six 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 fifty-six days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of fifty-six days; or
- (c) within fifty-six 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.

(10) If the undertaker is satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.

(11) On the re-interment or cremation of any remains under this article—

- (a) a certificate of re-interment or cremation must be sent by the undertaker to the Registrar General by the undertaker giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and
- (b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) must be sent by the undertaker to the address mentioned in paragraph (4).

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

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

(14) Section 25 of the Burial Act 1857^(a) (bodies not to be removed from burial grounds, save under faculty, without licence of Secretary of State) is not to apply to a removal carried out in accordance with this article.

PART 5

POWERS OF ACQUISITION

Compulsory acquisition of land

17.—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised development or to facilitate it, or is incidental to it and may use any land so acquired for the purposes authorised by this Order or for any other purposes in connection with or ancillary to the authorised development.

(2) As from the date on which a compulsory acquisition notice is served or the date on which the Order land, or any part of it, is vested in the undertaker, whichever is the later, that land or that part of it which is vested (as the case may be) is discharged from all rights, trusts and incidents to which it was previously subject.

(3) This article is subject to article 20 (compulsory acquisition of rights), article 26 (temporary use of land for carrying out the authorised development) and article 42 (Crown rights).

(4) Nothing in this article or articles 18 (statutory authority to override easements and other rights), 20 (compulsory acquisition of rights), 21 (private rights) or article 28 (statutory undertakers) permits the undertaker to exercise any powers of compulsory acquisition in respect of plots 25, 45, 60, 65, 110, 115, 130, 140, 395, 405, 475, 485, 570 and 605.

(5) This article does not apply in relation to any right or apparatus to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 28 (statutory undertakers) applies.

(a) 1857 c.81. Section 25 Substituted by Church of England (Miscellaneous Provisions) Measure 2014 No. 1 s.2. There are other amendments to this Act which are not relevant to this Order.

Statutory authority to override easements and other rights

18.—(1) The carrying out or use of the authorised development and the doing of anything else authorised by this Order is authorised for the purpose specified in section 158(2) of the 2008 Act (nuisance: statutory authority), notwithstanding that it involves—

- (a) an interference with an interest or right to which this article applies; or
- (b) a breach of a restriction as to use of land arising by virtue of contract.

(2) The undertaker must pay compensation to any person whose land is injuriously affected by—

- (a) an interference with an interest or right to which this article applies; or
- (b) a breach of a restriction as to use of land arising by virtue of contract,

authorised by virtue of this Order and the operation of section 158 of the 2008 Act.

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

(4) Subsection (2) of section 10 of the 1965 Act applies to paragraph (2) by virtue of section 152(5) of the 2008 Act (compensation in case where no right to claim in nuisance).

(5) Any rule or principle applied to the construction of section 10 of the 1965 Act must be applied to the construction of paragraph (2) (with any necessary modifications).

(6) This article is subject to article 17(4).

Time limit for exercise of authority to acquire land compulsorily

19.—(1) After the end of the period of 5 years beginning on the day on which this Order is made—

- (a) no notice to treat may be served under Part 1 of the 1965 Act; and
- (b) no declaration may be executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 (execution of declaration) as applied by article 19 (application of the Compulsory Purchase (Vesting Declarations) Act 1981).

(2) The authority conferred by article 26 (temporary use of land for carrying out the authorised development) ceases at the end of the period referred to in paragraph (1), save that nothing in this paragraph is to prevent the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of rights

20.—(1) Subject to paragraph (2), the undertaker may acquire compulsorily such rights over the Order land as may be required for any purpose for which that land may be acquired under article 17 (compulsory acquisition of land) by creating them as well as by acquiring rights already in existence.

(2) In the case of the Order land specified in column 1 of Schedule 8 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such wayleaves, easements or new rights in the land as are specified in column 2 of that Schedule.

(3) Subject to section 8 of the 1965 Act (other provision as to divided land), where the undertaker acquires a right over land under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 9 (modification of compensation and compulsory purchase for creation of new rights) 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.

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

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (4) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

(7) This article is subject to article 42 (Crown rights) and article 17(4).

(8) This article does not apply in relation to any right or apparatus to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 28 (statutory undertakers) applies.

Private rights

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

- (a) as from the date of acquisition of the land 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 (power of entry),

whichever is the earliest.

(2) Subject to the provisions of this article, all private rights over land subject to the compulsory acquisition of rights under this Order are suspended and unenforceable or, where so notified by the undertaker, extinguished in so far as in either case their continuance would be inconsistent with the exercise of the right—

- (a) as from the date of acquisition of the right 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 (power of entry) in pursuance of the right,

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights over land owned by the undertaker within the Order land are extinguished on commencement of any activity authorised by this Order which interferes with or breaches such rights.

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

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

(6) This article does not apply in relation to any right or apparatus to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 28 (statutory undertakers) applies.

(7) Paragraphs (1) to (4) have effect subject to—

- (a) any notice given by the undertaker before—
 - (i) the completion of the acquisition of the land or the acquisition of rights over land;
 - (ii) the undertaker's appropriation of it;
 - (iii) the undertaker's entry onto it; or
 - (iv) the undertaker's taking temporary possession of it;
- that any or all of those paragraphs do not apply to any right specified in the notice; and

- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.
- (8) If any such agreement as is referred to in paragraph (7)(b)—
 - (a) is made with a person in or to whom the right is vested or belongs; and
 - (b) is expressed to have effect also for the benefit of those deriving title from or under that person,
 it is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.
- (9) This article is subject to article 17(4).

Application of the Compulsory Purchase (Vesting Declarations) Act 1981

- 22.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.
- (2) The 1981 Act, as 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 or any other body or person authorised to acquire land by means of a compulsory purchase order.”.
- (4) Omit section 5 (earliest date for execution of declaration).
- (5) Omit section 5A (time limit for general vesting declaration).
- (6) In section 5B (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 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)”; and
 - (b) for “the three year period mentioned in section 4” substitute “the five year period mentioned in article 19 of the Eggborough CCGT (Generating Station) Order [x]”.
- (7) In section 6 (notices after execution of declaration) for subsection (1)(b) there is substituted—
 - “(1b) 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 of the Planning Act 2008,”.
- (8) In section 7 (constructive notice to treat) in subsection (1)(a), “(as modified by section 4 of the Acquisition of Land Act 1981)” is omitted.
- (9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), omit paragraph 1(2).
- (10) References to the 1965 Act in the 1981 Act are to be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (as modified by article 24 (application of Part 1 of the Compulsory Purchase Act 1965) to the compulsory acquisition of land under this Order.

Acquisition of subsoil only

- 23.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 17 (compulsory acquisition of land) and paragraph (1) of article 20 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.
- (2) Where the undertaker acquires any part of, or rights in, the subsoil of land under paragraph (1), the undertaker is not to be required to acquire an interest in any other part of the land.
- (3) Paragraph (2) must not prevent Schedule 2A to the 1965 Act (as modified by article 24 (application of part 1 of the Compulsory Purchase Act 1965)) from applying where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

Application of Part 1 of the Compulsory Purchase Act 1965

24.—(1) Part 1 of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (extension of time limit during challenge)—

- (a) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)” substitute “section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)”; and
- (b) for “the three year period mentioned in section 4” substitute “the five year period mentioned in article 19 of the Eggborough CCGT (Generating Station) Order [x]”.

(3) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 19 of the Eggborough CCGT (Generating Station) Order [x]”.

(4) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

- (a) omit paragraph 1(2) and 14(2); and
- (b) at the end insert—

“PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 32 (protective works to buildings), 26 (temporary use of land for carrying out the authorised development) or 27 (temporary use of land for maintaining the authorised development) of the Eggborough CCGT (Generating Station) Order [x]”.

Rights under or over streets

25.—(1) The undertaker may enter upon and appropriate so much of the subsoil of, or air-space over, any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised development.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) is not to apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land in respect of which the power of appropriation conferred by paragraph (1) is exercised without the undertaker acquiring any part of that person’s interest in the land, and who suffers loss by the exercise of that power, is to be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary use of land for carrying out the authorised development

26.—(1) The undertaker may, in connection with the carrying out of the authorised development—

- (a) enter on and take temporary possession of—
 - (i) the land specified in column (1) of Schedule 10 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (2) of that Schedule;
 - (ii) any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act (powers of entry) (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 (execution of declaration);
 - (b) remove any buildings and vegetation from that land;
 - (c) construct temporary works (including the provision of means of access) and buildings on that land; and
 - (d) construct any works specified in relation to that land in column (2) of Schedule 10, or any mitigation works.
- (2) Not less than fourteen days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.
- (3) The undertaker may not, without the agreement of the owners of the land, remain in possession of any land under this article—
- (a) in the case of land specified in paragraph (1)(a)(i) after the end of the period of one year beginning with the date of completion of the works for which temporary possession of the land was taken; or
 - (b) in the case of land referred to in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of completion of the works for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 or has otherwise acquired the land subject to temporary possession.
- (4) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 or has otherwise acquired the land subject to temporary possession, the undertaker must, before giving up possession of land of which temporary possession has been taken under this article, remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not to be required to replace a building removed under this article.
- (5) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.
- (6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, is to be determined under Part 1 of the 1961 Act.
- (7) Nothing in this article affects any liability to pay compensation under section 10(2) of the 1965 Act (further provisions as to compensation for injurious affection) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (5).
- (8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i).
- (9) Where the undertaker takes possession of land under this article, the undertaker is not to be required to acquire the land or any interest in it.
- (10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).
- (11) Nothing in this article prevents the taking of temporary possession more than once in relation to any land specified in Schedule 10.

Temporary use of land for maintaining the authorised development

27.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised development, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised development; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than twenty-eight days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, is to be determined under Part 1 of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 10(2) of the 1965 Act (further provisions as to compensation for injurious affection) or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not to be required to acquire the land or any interest in it.

(10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

(11) In this article “the maintenance period” means the period of 5 years beginning with the date on which that part of the authorised development is first operational.

Statutory undertakers

28.—(1) Subject to article 17(4) and the provisions of Schedule 12 (protective provisions), the undertaker may—

- (a) acquire compulsorily the land belonging to statutory undertakers shown on the land plans within the limits of the land to be acquired and described in the book of reference;
- (b) extinguish or suspend the rights of, remove or reposition the apparatus belonging to statutory undertakers shown on the land plans and described in the book of reference; and
- (c) acquire compulsorily the new rights over land belonging to statutory undertakers shown on the land plans and described in the book of reference.

Apparatus and rights of statutory undertakers in stopped up streets

29. Where a street is temporarily altered or diverted or its use is temporarily stopped up under article 10 (construction and maintenance of new or altered means of access) or article 11 (temporary stopping up of streets, public rights of way and public rights of navigation) any statutory utility whose apparatus is under, in, on, along or across the street is to have the same powers and rights in respect of that apparatus, subject to Schedule 12 (protective provisions), as if this Order had not been made.

Recovery of costs of new connections

30.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 29 (apparatus and rights of statutory undertakers in stopped up streets) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 29 (apparatus and rights of statutory undertakers in stopped up streets), any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which article 29 (apparatus and rights of statutory undertakers in stopped up streets) or Part 3 of the 1991 Act applies.

(4) In this article—

- (a) “public communications provider” has the same meaning as in section 151(1) of the Communications Act 2003(a); and
- (b) “public utility undertaker” has the same meaning as in the 1980 Act.

PART 6

OPERATIONS

Felling or lopping of trees

31.—(1) The undertaker may fell or lop any tree or shrub near any part of the authorised development, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub—

- (a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or
- (b) from constituting a danger to persons using the authorised development.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(a) 2003 c.21.

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

(4) The undertaker may not pursuant to paragraph (1) fell or lop a tree within the extent of the publicly maintainable highway without the consent of the highway authority.

(5) Save in the case of emergency, the undertaker must not less than fourteen days before entering any land pursuant to paragraph (1) serve notice of the intended entry on the owners and occupiers and, where the land is highway maintainable at the public expense, on the highway authority.

Protective works to buildings

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

(2) Protective works may be carried out—

- (a) at any time before or during the carrying out in the vicinity of the building of any part of the authorised development; or
- (b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of 5 years beginning with the start of commercial use.

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

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

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

(5) Before exercising—

- (a) a right under paragraph (1) to carry out protective works to a building;
- (b) a right under paragraph (3) to enter a building and land within its curtilage;
- (c) a right under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a right under paragraph (4)(b) to enter land,

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

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of ten 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 41 (arbitration).

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

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of 5 years beginning with the day on which the part of the authorised development carried out in the vicinity of the building is first in commercial use it

appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised development, the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

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

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

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

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the carrying out, maintenance or use of the authorised development; and
- (b) any works the purpose of which is to remedy any damage which has been caused to the building by the carrying out, maintenance or use of the authorised development.

PART 7

MISCELLANEOUS AND GENERAL

Protective provisions

33. Schedule 12 (protective provisions) has effect.

Deemed marine licence

34. The marine licence set out in Schedule 13 is deemed to have been issued under Part 4 of the 2009 Act (marine licensing) for the licensable marine activities (as defined in section 66 of the 2009 Act) set out in Part 2, and subject to the conditions set out in Part 3, of the licence.

Application of landlord and tenant law

35.—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised development or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised development, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person’s use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

Operational land for purposes of the 1990 Act

36. 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 operational land).

Defence to proceedings in respect of statutory nuisance

37.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990 (a)(summary proceedings by persons aggrieved by statutory nuisances) in relation to a nuisance falling within paragraph (g) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order is to be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
 - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites) or 65 (noise exceeding registered level), of the Control of Pollution Act 1974(b); or
 - (ii) is a consequence of the construction or maintenance of the authorised development and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance is a consequence of the use of the authorised development and that it cannot reasonably be avoided.

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

Certification of plans etc

38.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—

- (a) the access and rights of way plans
- (b) the book of reference;
- (c) the combined heat and power assessment;
- (d) the environmental statement;
- (e) the flood risk assessment;
- (f) the land plans;
- (g) the works plans;
- (h) the indicative landscaping and biodiversity strategy;
- (i) the indicative lighting strategy; and
- (j) the application guide

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

(2) A plan or document so certified is to be admissible in any proceedings as evidence of the contents of the document of which it is a copy.

(a) 1990 c.43; there are amendments which are not relevant to this Order.

(b) 1974 c.40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c.25. There are other amendments to the 1974 Act which are not relevant to this Order.

Service of notices

39.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (6) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 of the Interpretation Act 1978^(a) (references to service by post) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address and otherwise—

- (a) in the case of the secretary or clerk of that body corporate, the registered or principal office of that body, and,
- (b) in any other case, the last known address of that person at that time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by the description of “owner”, or as the case may be “occupier” of the land (describing it); and
- (b) either leaving it in the hands of the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(a) 1978 c. 30.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

Procedure in relation to certain approvals etc

40.—(1) Where an application is made to or request is made of the 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 the Order (not including the requirements), such consent, agreement or approval to be validly given, must be given in writing and must not be unreasonably withheld or delayed.

(2) Save for applications made pursuant to Schedule 11 (Procedure for discharge of requirements), if, within eight weeks after the application or request has been submitted to an authority or an owner as referred to in paragraph (1) of this article (or such longer period as may be agreed in writing with the undertaker) it has not notified the undertaker of its decision (and if it is a disapproval the grounds of disapproval), it is deemed to have approved the application or request.

(3) Schedule 11 (Procedure for discharge of requirements) is to have effect in relation to all consents, agreements or approvals required from the relevant planning authority pursuant to the requirements.

Arbitration

41. Any difference under any provision of this Order, unless otherwise provided for, is to be 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) by the Secretary of State.

Crown rights

42.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and, in particular, nothing in this Order authorises the undertaker or any licensee—

- (a) to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—
 - (i) belonging to Her Majesty in right of the Crown and forming part of the Crown Estate without the consent in writing of the Crown Estate Commissioners;
 - (ii) belonging to Her Majesty in right of the Crown and not forming part of the Crown Estate without the consent in writing of the government department having the management of that land; or
 - (iii) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department; or
- (b) to exercise of any right under this Order compulsorily to acquire an interest in any land which is Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown without the consent in writing of the appropriate Crown authority (as defined in the 2008 Act).

(2) Consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

Guarantees in respect of payment of compensation

43.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any land unless it has first put in place either—

- (a) a guarantee and the amount of that guarantee approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation under this Order in respect of the exercise of the relevant power in relation to that land; or
- (b) an alternative form of security and the amount of that security for that purpose approved by the Secretary of State.

(2) The provisions are—

- (a) article 17 (compulsory acquisition of land);
- (b) article 20 (compulsory acquisition of rights etc);
- (c) article 21 (private rights);
- (d) article 25 (rights under or over streets);
- (e) article 26 (temporary use of land for carrying out the authorised development);
- (f) article 27 (temporary use of land for maintaining the authorised development); and
- (g) article 28 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under this Order is to be treated as enforceable against the guarantor or person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

Signed by authority of the Secretary of State for Business, Energy and Industrial Strategy

Address

Date

Name

Title

Department for Business, Energy and Industrial Strategy

SCHEDULES

SCHEDULE 1

Article 3

AUTHORISED DEVELOPMENT

In the County of North Yorkshire and the District of Selby a nationally significant infrastructure project as defined in sections 14(1)(a) and 15 of the 2008 Act and associated development, comprising—

Work No. 1 – an electricity generating station located on land at the Eggborough Power Station site, near Selby, North Yorkshire, fuelled by natural gas and with a gross output capacity of up to 2,500 megawatts at ISO conditions comprising—

- (a) **Work No. 1A** – a combined cycle gas turbine plant, comprising—
 - (i) up to three combined cycle gas turbine units;
 - (ii) turbine hall buildings for gas turbines and steam turbines;
 - (iii) heat recovery steam generators;
 - (iv) gas turbine air intake filters;
 - (v) emissions stacks;
 - (vi) transformers;
 - (vii) deaerator and feed water pump buildings;
 - (viii) nitrogen oxide emissions control equipment and chemical storage;
 - (ix) chemical sampling / dosing plant;
 - (x) demineralised water treatment plant, including storage tanks;
 - (xi) gas reception facility, including gas supply pipeline connection works, gas receiving area, gas compression equipment and building, pipeline internal gauge launcher for pipe inspection, emergency shutdown valves, gas vents and gas metering, dehydration and pressure reduction equipment;
 - (xii) auxiliary boilers and stacks;
 - (xiii) standby diesel generators; and
 - (xiv) continuous emissions monitoring system,
- (b) **Work No. 1B** – a peaking plant and black start plant, fuelled by natural gas and with a combined gross output capacity of up to 299 megawatts at ISO conditions, comprising—
 - (i) a peaking plant comprising up to two open cycle gas turbine units or up to ten reciprocating gas engines;
 - (ii) a black start plant comprising one open cycle gas turbine unit or up to three reciprocating gas engines;
 - (iii) diesel generators for black start plant start-up prior to gas-firing;
 - (iv) buildings for peaking plant and black start plant;
 - (v) gas turbine air intake filters;
 - (vi) continuous emissions monitoring system;
 - (vii) transformers; and
 - (viii) emissions stacks,
- (c) **Work No. 1C** – combined cycle gas turbine plant cooling infrastructure, comprising—
 - (i) up to three banks of cooling towers;

- (ii) cooling water pumps, plant and buildings; and
- (iii) cooling water dosing and sampling plant and buildings,
- (d) in connection with and in addition to Work Nos. 1A, 1B and 1C—
 - (i) administration and control buildings;
 - (ii) diesel fuel storage tanks and unloading area;
 - (iii) pipework, pipe runs and pipe racks;
 - (iv) an electrical substation, electrical equipment, buildings and enclosures;
 - (v) auxiliary plant, buildings, enclosures and structures;
 - (vi) workshop and stores buildings;
 - (vii) fire fighting equipment, buildings and distribution pipework;
 - (viii) fire and raw water storage tanks;
 - (ix) fire water retention basin;
 - (x) chemical storage facilities;
 - (xi) lubrication oils and grease storage facilities;
 - (xii) permanent plant laydown area for operation and maintenance activities;
 - (xiii) closed circuit cooling water plant and buildings;
 - (xiv) waste water treatment plant and building; and
 - (xv) mechanical, electrical, gas, telecommunications and water networks, pipework, cables, racks, infrastructure, instrumentation and utilities, including connections between Work Nos. 3, 4, 5, and 6, and parts of Work Nos. 1A, 1B and 1C.

and associated development within the meaning of section 115(2) of the 2008 Act in connection with the nationally significant infrastructure project referred to in Work No. 1, comprising—

Work No. 2 comprising—

- (e) **Work No. 2A** – temporary construction and laydown area comprising hard standing, laydown and open storage areas, backfilling of the lagoon, contractor compounds and construction staff welfare facilities, gatehouse and weighbridge, vehicle parking and cycle storage facilities, internal roads and pedestrian and cycle routes, security fencing and gates, external lighting including lighting columns, and, closed circuit television cameras and columns; and
- (f) **Work No. 2B** – carbon capture readiness reserve space.

Work No. 3 – electrical connection works comprising—

- (g) **Work No. 3A** – up to 400 kilovolt underground electrical cables and control systems cables to and from the existing National Grid substation; and
- (h) **Work No. 3B** – works within the existing National Grid substation, including underground and over ground cables, connections to busbars and new, upgraded or replacement equipment.

Work No. 4 – cooling water connection works, comprising works to the existing cooling water supply and discharge pipelines and intake and outfall structures, including, as necessary, new, upgraded or replacement pipelines, plant, buildings, enclosures and structures, and underground electrical supply cables, transformers and control systems cables.

Work No. 5 – groundwater and towns water supply connection works, including works to the existing towns water pipelines and groundwater boreholes and pipelines, replacement and new pipelines, plant, buildings, enclosures and structures and underground electrical supply cables, transformers and control systems cables.

Work No. 6 – gas supply pipeline connection works for the transport of natural gas to Work No. 1, comprising an underground high pressure steel pipeline of up to 1,000 millimetres (nominal

bore) in diameter and approximately 4.6 kilometres in length, including cathodic protection posts, marker posts and underground electrical supply cables, transformers and control systems cables running from within the Eggborough Power Station site, north under the River Aire to a connection point with the National Transmission System for gas No. 29 Feeder pipeline west of Burn Village.

Work No. 7 – an above ground installation west of Burn Village, connecting the gas supply pipeline (Work No. 6) to the National Transmission System No. 29 Feeder pipeline, comprising—

- (i) **Work No. 7A** – a compound for National Grid’s apparatus, comprising—
 - (i) an offtake connection from the National Transmission System;
 - (ii) above and below ground valves, flanges and pipework;
 - (iii) an above or below ground remotely operated valve;
 - (iv) an above or below ground remotely operated valve bypass;
 - (v) an above or below ground pressurisation bridge;
 - (vi) instrumentation and electrical kiosks; and
 - (vii) telemetry equipment kiosks and communications equipment,
- (j) **Work No. 7B** – a compound for the undertaker’s apparatus, comprising—
 - (i) above and below ground valves, flanges and pipework;
 - (ii) an above or below ground isolation valve;
 - (iii) an above or below ground pipeline inline gauge launching facility;
 - (iv) instrumentation and electrical kiosks; and
 - (v) telemetry equipment kiosks and communications equipment,
- (k) in connection with Work Nos. 7A and 7B, access works, vehicle parking, electrical and telecommunications connections, surface water drainage, security fencing and gates, closed circuit television cameras and columns and perimeter landscaping.

Work No. 8 – retained landscaping comprising—

- (l) soft landscaping including planting;
- (m) biodiversity enhancement measures; and
- (n) security fencing, gates, boundary treatment and other means of enclosure.

Work No. 9 – surface water drainage connection to Hensall Dyke, comprising works to install, repair or replace drainage pipes and works to Hensall Dyke.

Work No. 10 – vehicular, pedestrian and cycle access works and rail infrastructure including alterations to or replacement of the existing private rail line, installation of new rail lines and crossover points and ancillary equipment.

In connection with and in addition to Works Nos. 1 to 7 and Work Nos. 9 and 10, further associated development including—

- (o) surface water drainage systems, storm water attenuation systems including storage basins, oil water separators, including channelling and culverting and works to existing drainage systems;
- (p) electrical, gas, potable water supply, foul water drainage and telecommunications infrastructure connections and works, and works to alter the position of such services and utilities connections;
- (q) hard standing and hard landscaping;
- (r) soft landscaping, including embankments and planting;
- (s) biodiversity enhancement measures;
- (t) security fencing, gates, boundary treatment and other means of enclosure;
- (u) external lighting, including lighting columns;

- (v) gatehouses and weighbridges;
- (w) closed circuit television cameras and columns and other security measures;
- (x) site establishment and preparation works, including site clearance (including vegetation removal, demolition of existing buildings and structures); earthworks (including soil stripping and storage and site levelling) and excavations; the creation of temporary construction access points; the alteration of the position of services and utilities; and works for the protection of buildings and land;
- (y) temporary construction laydown areas and contractor facilities, including materials and plant storage and laydown areas; generators; concrete batching facilities; vehicle and cycle parking facilities; pedestrian and cycle routes and facilities; offices and staff welfare facilities; security fencing and gates; external lighting; roadways and haul routes; wheel wash facilities; and signage;
- (z) vehicle parking and cycle storage facilities;
- (aa) accesses, roads and pedestrian and cycle routes;
- (bb) tunnelling, boring and drilling works;
- (cc) and, to the extent that it does not form part of such works, further associated development comprising such other works (i) as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and (ii) which fall within the scope of the works assessed in the environmental statement.

SCHEDULE 2

REQUIREMENTS

Article 3

Interpretation

1. In this schedule—

“carbon capture readiness reserve space” means the area comprised in Work No. 2B shown on the works plans;

“commissioning” means the process of assuring that all systems and components of the authorised development (which are installed or installation is near to completion) are tested to verify that they function and are operable in accordance with the design objectives, specifications and operational requirements of the undertaker, and “commission” and other cognate expressions, in relation to the authorised development, are to be construed accordingly;

“Environment Agency” means the non-departmental public body of that name created by section 1 of the Environment Act 1995(a);

“existing coal-fired power station” means the Eggborough coal-fired power station which, at the date of this Order, is located both within the Order limits and within the immediate vicinity of the Order limits;

“Highways England” means Highways England Company Limited or such other person who is appointed as the strategic highways company in respect of the M62 motorway pursuant to section 1 of the Infrastructure Act 2015(b);

“lead local flood authority” means the body designated as such, for the area in which the authorised development is located, pursuant to sub-section 6(7) of the Flood and Water Management Act 2010(c);

“Marine Management Organisation” means the body of that name created by section 1 of the 2009 Act;

“North Yorkshire Police” means the police force for the area in which the authorised development is located pursuant to section 1 of the Police Act 1996(d);

“North Yorkshire County Council” means the county council for the area in which the authorised development is located pursuant to section 1 of the Local Government Act 1972(e);

“a part” of the authorised development means any part of Works Nos. 1-10;

“permitted preliminary works” means works within the areas of Work Nos. 1, 2, 3, 4, 5, 6, 8, 9 and 10 to the extent that those are within the area of the existing coal-fired power station, consisting of environmental surveys, geotechnical surveys and other investigations for the purpose of assessing ground conditions, the preparation of facilities for the use of contractors (excluding earthworks and excavations), the provision of temporary means of enclosure and site security for construction, the temporary display of site notices or advertisements and any other works agreed by the relevant planning authority, provided that these will not give rise to any materially new or materially different environmental effects from those assessed in the environmental statement;

“shut-down period” means a period after construction works have finished during which activities including changing out of work wear, the departure of workers, post-works briefings and closing and securing the site take place;

(a) 1995 c.25
(b) 2015 c.7
(c) 2010 c.29
(d) 1996 c.16
(e) 1972 c.70

“Sport England” means the non-departmental public body of that name of 21 Bloomsbury Street, London, WC1B 3HF;

“start-up period” means a period prior to construction works commencing during which activities including the opening up of the site, the arrival of workers, changing in to work wear and pre-works briefings take place; and

“Yorkshire Wildlife Trust” means Yorkshire Wildlife Trust (company registration number 409650 and registered charity number 210807) of 1 St. George’s Place, York, YO24 1GN.

Commencement of the authorised development

2.—(1) The authorised development must not be commenced after the expiration of 5 (five) years from the date this Order comes into force.

(2) The authorised development must not commence unless the undertaker has given the relevant planning authority fourteen days’ notice of its intention to commence the authorised development.

Notice of commencement and completion of commissioning

3.—(1) Notice of the intended start of commissioning of the authorised development must be given to the relevant planning authority prior to such start and in any event within seven days from the date that commissioning is started.

(2) Notice of the intended completion of commissioning of the authorised development must be given to the relevant planning authority where practicable prior to such completion and in any event within seven days from the date that commissioning is completed.

Notice of commencement of commercial use and requirement for cessation of existing coal-fired power station electricity generation

4.—(1) Notice of the intended start of commercial use of the authorised development must be given to the relevant planning authority prior to such start and in any event within seven days from the date that commercial use is started.

(2) The authorised development must not enter commercial use if the existing coal-fired power station has not ceased to generate electricity.

Detailed design

5.—(1) In relation to any part of the authorised development comprised in Work No. 1 no development of that part must commence, save for the permitted preliminary works, until details of the following for that part have been submitted to and, in respect of sub-paragraph (d) after consultation with the highway authority, approved by the relevant planning authority—

- (a) the siting, layout, scale and external appearance, including the colour, materials and surface finishes of all new permanent buildings and structures;
- (b) finished floor levels;
- (c) hard standings;
- (d) the internal vehicular access and circulation roads, loading and unloading, vehicle parking and turning facilities, cycle parking and routes, and pedestrian facilities and routes; and
- (e) surface water management.

(2) Prior to commencing any part of Work No. 1 the undertaker must notify the relevant planning authority as to whether it is to construct that part in accordance with the design parameters in Part 1 of Schedule 14 (single-shaft parameters) or Part 2 of Schedule 14 (multi-shaft parameters), and the design parameters notified pursuant to this paragraph are the “relevant parameters” for the purposes of this requirement.

(3) Work No. 1 must be carried out in accordance with the relevant parameters.

(4) No part of the authorised development comprised in Work No. 2 must commence, save for the permitted preliminary works, until details of the following for that part have been submitted to and, in respect of sub-paragraphs (a), (d) and (e) after consultation with the highway authority, approved by the relevant planning authority—

- (a) hard standings, laydown and open storage areas;
- (b) contractor compounds and construction staff welfare facilities;
- (c) gatehouse;
- (d) vehicle parking and cycle storage facilities;
- (e) the internal vehicular access and circulation roads, loading and unloading, vehicle parking and turning facilities, cycle parking and routes, and pedestrian facilities and routes;
- (f) surface water drainage; and
- (g) the area to be reserved as the carbon capture readiness reserve space.

(5) No part of the authorised development comprised in Work No. 3, save for the permitted preliminary works, must commence until details of the following for that part have been submitted to and approved by the relevant planning authority—

- (a) the route and method of installation of the 400 kilovolt underground electrical cables to the existing National Grid substation; and
- (b) the connections within the existing National Grid substation, including the underground and overground electrical cables, connections to the existing busbars and new, upgraded or replacement equipment.

(6) No part of the authorised development comprised in Work No. 4 must commence, save for the permitted preliminary works, until details of the following for that part have been submitted to and, after consultation with the Environment Agency, the Marine Management Organisation and the Canal and River Trust, approved by the relevant planning authority—

- (a) the route and method of construction of any upgraded or replacement cooling water supply and discharge pipelines;
- (b) the method of construction, siting, layout, scale and external appearance of any upgraded or replacement intake and outfall structures within the River Aire, including the screens to be installed to those structures in accordance with the Eel (England and Wales) Regulations 2009^(a) and any ancillary plant, buildings, enclosures or structures; and
- (c) the method and timing of installation and removal of the cofferdams at the intake and outfall points, their phasing, and the extent to which each extends into the River Aire.

(7) No part of the authorised development comprised in Work No. 5 must commence, save for the permitted preliminary works, until details of the following for that part have been submitted to and, after consultation with the highway authority and Sport England, approved by the relevant planning authority—

- (a) the route and method of construction of any upgraded or replacement ground and towns water supply pipelines;
- (b) the method of construction, siting, layout, scale and external appearance of any upgraded or replacement ancillary plant, buildings, enclosures or structures;
- (c) measures to minimise disruption to users of the Eggborough Sports and Social Club recreational and sports facilities; and
- (d) the reinstatement of the land to allow for continued recreational and sports use.

(8) No part of the authorised development comprised in Work No. 6 must commence, save for the permitted preliminary works, until details of the following for that part have been submitted to and, after consultation with the highway authority and the Environment Agency, approved by the relevant planning authority—

(a) S.I 2009/3344.

- (a) temporary construction laydown and open storage areas, including contractor compounds;
- (b) temporary construction accesses;
- (c) vehicle parking facilities;
- (d) the route and method of installation of the high pressure steel pipeline and any electrical supply, telemetry and other apparatus, including under and within the footprint of any flood defences;
- (e) the approximate number and location of cathodic protection posts and marker posts; and
- (f) surface water drainage.

(9) No part of the authorised development comprised in Work No. 7 must commence, save for the permitted preliminary works, until details of the following for that part have been submitted to and, in respect of sub-paragraph (d) after consultation with the highway authority, approved by the relevant planning authority—

- (a) the method of connecting the gas supply pipeline to the National Transmission System No. 29 Feeder pipeline;
- (b) the siting, layout, scale and external appearance, including the colour, materials and surface finishes of all new permanent buildings, structures and above ground apparatus;
- (c) hard standings;
- (d) the internal vehicular access and circulation roads, loading and unloading, vehicle parking and turning facilities; and
- (e) surface water drainage.

(10) No part of the authorised development comprised in Work No. 9 must commence, save for the permitted preliminary works, until details of the following for that part have been submitted to and, after consultation with the relevant internal drainage board, been approved by the relevant planning authority—

- (a) the alterations, repairs to or replacement of surface water drainage pipes to Hensall Dyke; and
- (b) any works to Hensall Dyke.

(11) No part of the authorised development comprised in Work No. 10 must commence, save for the permitted preliminary works, until details of the following for that part have been submitted to and after consultation with the highway authority approved by the relevant planning authority—

- (a) works to vehicular, cycle and pedestrian access; and
- (b) the alterations to or replacement of the existing private rail lines, new rail lines, crossover points and ancillary equipment.

(12) Work Nos. 1, 2, 3, 4, 5, 6, 7, 9 and 10 must be carried out in accordance with the approved details unless otherwise agreed with the relevant planning authority.

Landscaping and biodiversity protection management and enhancement

6.—(1) No part of the authorised development must commence until a landscaping and biodiversity protection plan for that part has been submitted to and, after consultation with North Yorkshire County Council and the Yorkshire Wildlife Trust, approved by the relevant planning authority.

(2) The plan submitted and approved pursuant to sub-paragraph (1) must include details of—

- (a) measures to protect existing shrub and tree planting that is to be retained; and
- (b) biodiversity and habitat mitigation and impact avoidance.

(3) The plan submitted and approved pursuant to sub-paragraph (1) must be implemented as approved throughout the construction of the authorised development unless otherwise agreed with the relevant planning authority.

(4) No part of the authorised development must be commissioned until a landscaping and biodiversity management and enhancement plan for that part has been submitted to and, after

consultation with North Yorkshire County Council and the Yorkshire Wildlife Trust, approved by the relevant planning authority.

(5) The plan submitted and approved pursuant to sub-paragraph (4) must include details of—

- (a) implementation and management of all new shrub and tree planting;
- (b) measures to enhance and maintain existing shrub and tree planting that is to be retained;
- (c) measures to enhance biodiversity and habitats;
- (d) an implementation timetable; and
- (e) annual landscaping and biodiversity management and maintenance.

(6) Any shrub or tree planted as part of the approved plan that, within a period of five years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless otherwise agreed with the relevant planning authority.

(7) The plan submitted and approved pursuant to sub-paragraph (4) must be in accordance with the principles of the indicative landscaping and biodiversity strategy.

(8) The plan must be implemented and maintained as approved during the operation of the authorised development unless otherwise agreed with the relevant planning authority.

Public rights of way diversions

7.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until a public rights of way management plan for any sections of public rights of way shown to be temporarily closed on the access and rights of way plans for that part has been submitted to and, after consultation with the highway authority, approved by the relevant planning authority.

(2) The plan must include details of—

- (a) measures to minimise the length of any sections of public rights of way to be temporarily closed; and
- (b) advance publicity and signage in respect of any sections of public rights of way to be temporarily closed.

(3) The plan must be implemented as approved unless otherwise agreed with the relevant planning authority in consultation with the highway authority.

External lighting

8.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until a scheme for all external lighting to be installed during construction for that part (with the exception of the aviation warning lighting required by virtue of requirement 29) has been submitted to and approved by the relevant planning authority.

(2) No part of the authorised development must be commissioned until a scheme for all permanent external lighting to be installed (with the exception of the aviation warning lighting required by virtue of requirement 29) has been submitted to and approved by the relevant planning authority.

(3) The schemes submitted and approved pursuant to sub-paragraphs (1) and (2) of this requirement must be in accordance with the indicative lighting strategy and include measures to minimise and otherwise mitigate any artificial light emissions during the construction and operation of the authorised development.

(4) The schemes must be implemented as approved unless otherwise agreed with the relevant planning authority.

Highway accesses

9.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until details of the siting, design and layout (including visibility splays and construction specification) of any new or modified permanent or temporary means of access between any part of the Order limits and the public highway to be used by vehicular traffic during construction, and the means of reinstating any such means of access after construction has, for that part, been submitted to and, after consultation with the highway authority, approved by the relevant planning authority.

(2) The highway accesses approved pursuant to sub-paragraph (1) must be constructed in accordance with the approved details prior to the start of construction of the relevant part of the authorised development (other than the accesses), and where temporary, reinstated prior to the authorised development being brought into commercial use, unless otherwise agreed with the relevant planning authority.

(3) No part of the authorised development may be brought into commercial use until details of the siting, design and layout (including visibility splays and construction specification) of any new or modified permanent means of access to a highway to be used by vehicular traffic, has, for that part, been submitted to and, after consultation with the highway authority, approved by the relevant planning authority.

(4) The highway accesses approved pursuant to sub-paragraph (3) must be constructed in accordance with the details approved unless otherwise agreed with the relevant planning authority.

Means of enclosure

10.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until details of a programme for the removal of all temporary means of enclosure for any constructions areas or sites associated with the authorised development have, for that part, been submitted to and approved by the relevant planning authority.

(2) Any construction areas or sites associated with the authorised development must remain securely fenced at all times during construction and commissioning of the authorised development in accordance with the details approved pursuant to sub-paragraph (1).

(3) No part of the authorised development must be brought into commercial use until details of any proposed permanent means of enclosure, have, for that part, been submitted to and approved by the relevant planning authority.

(4) No part of the authorised development may be brought into commercial use until any approved permanent means of enclosure has been completed.

(5) The authorised development must be carried out in accordance with the approved details unless otherwise agreed with the relevant planning authority.

(6) In this requirement, “means of enclosure” means fencing, walls or other means of boundary treatment and enclosure.

Site security - above ground installation (Work No. 7)

11.—(1) No part of the authorised development comprised in Work No. 7 must be brought into use until a written scheme detailing security measures to minimise the risk of crime has, for that part, been submitted to and, after consultation with North Yorkshire Police, approved by the relevant planning authority.

(2) The approved scheme must be maintained and operated throughout the operation of Work No. 7.

Fire prevention

12.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until a fire prevention method statement providing details of fire detection measures, fire suppression measures and the location of accesses to all fire appliances in all of the

major building structures and storage areas within the authorised development, including measures to contain and treat water used to suppress any fire has, for that part, been submitted to and approved by the relevant planning authority.

(2) The authorised development must be implemented in accordance with the approved details and all relevant fire suppression measures and fire appliances must be maintained to the reasonable satisfaction of the relevant planning authority at all times throughout the operation of the authorised development.

Surface and foul water drainage

13.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until details of the temporary surface and foul water drainage systems, including means of pollution control in accordance with the construction environmental management plan and a management and maintenance plan to ensure that the systems remain fully operational throughout the construction of the relevant part of the authorised development have, for that part, been submitted to, and after consultation with the Environment Agency, lead local flood authority and relevant internal drainage board, approved by the relevant planning authority.

(2) The scheme approved pursuant to sub-paragraph (1) must be implemented as approved and maintained throughout the construction of the authorised development unless otherwise agreed with the relevant planning authority.

(3) Details of the permanent surface and foul water drainage systems, including a programme for their implementation, must be submitted to, and after consultation with the Environment Agency and relevant internal drainage board, approved by the relevant planning authority prior to the start of construction of any part of those systems.

(4) The details submitted and approved pursuant to paragraphs (1) and (3) of this requirement must be in accordance with the principles set out in chapter 11 and appendix 11A of the environmental statement.

(5) The scheme approved pursuant to sub-paragraph (3) must be implemented as approved and maintained throughout the operation of the authorised development unless otherwise agreed with the relevant planning authority.

Flood risk mitigation

14.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until a scheme for the mitigation of flood risk during construction, has, for that part, been submitted to, and after consultation with the Environment Agency, approved by the relevant planning authority.

(2) The scheme approved pursuant to sub-paragraph (1) must be implemented as approved and maintained throughout the construction of the authorised development unless otherwise agreed with the relevant planning authority.

(3) No part of the authorised development must be commissioned until a scheme for the mitigation of flood risk during operation has, for that part, been submitted to and, after consultation with the Environment Agency, approved by the relevant planning authority.

(4) The schemes submitted and approved pursuant to paragraphs (1) and (3) of this requirement must be in accordance with the principles set out in chapter 11 and appendix 11A of the environmental statement.

(5) The scheme approved pursuant to sub-paragraph (3) must be implemented as approved and maintained throughout the operation of the authorised development unless otherwise agreed with the relevant planning authority.

(6) The authorised development must not be commissioned until the flood risk mitigation has been implemented and a flood emergency response and contingency plan has been submitted to, and after consultation with the Environment Agency, approved by the relevant planning authority.

(7) The plan approved pursuant to sub-paragraph (6) must be implemented throughout the commissioning and operation of the authorised development unless otherwise agreed with the relevant planning authority.

Contaminated land and groundwater

15.—(1) No part of the authorised development must commence, save for geotechnical surveys and other investigations for the purpose of assessing ground conditions, until a scheme to deal with the contamination of land, including groundwater, which is likely to cause significant harm to persons or pollution of controlled waters or the environment, has, for that part, been submitted to and, after consultation with the Environment Agency, approved by the relevant planning authority.

(2) The scheme submitted and approved must be in accordance with the principles set out in chapter 12 of the environmental statement and the environmental statement commitments register and must be included in the construction environmental management plan submitted pursuant to requirement 18.

(3) The scheme must include a risk assessment, supported by site investigation data, to identify the extent of any contamination and the remedial measures to be taken to render the land fit for its intended purpose, together with a materials management plan, which sets out long-term measures with respect to any contaminants remaining on the site.

(4) The authorised development, including any remediation, must be carried out in accordance with the approved scheme unless otherwise agreed with the relevant planning authority.

Archaeology

16.—(1) No part of the authorised development must commence until a written scheme of investigation for that part has been submitted to and, after consultation with North Yorkshire County Council in its capacity as the relevant archaeological body, approved by the relevant planning authority.

(2) The scheme submitted and approved must be in accordance with chapter 13 of the environmental statement.

(3) The scheme must identify any areas where further archaeological investigations are required and the nature and extent of the investigation required in order to preserve by knowledge or in-situ any archaeological features that are identified.

(4) The scheme must provide details of the measures to be taken to protect record or preserve any significant archaeological features that may be found.

(5) Any archaeological investigations implemented and measures taken to protect record or preserve any identified significant archaeological features that may be found must be carried out—

- (a) in accordance with the approved scheme; and
- (b) by a suitably qualified person or organisation approved by the relevant planning authority in consultation with North Yorkshire County Council unless otherwise agreed with the relevant planning authority.

Protected species

17.—(1) No part of the authorised development must commence until further survey work for that part has been carried out to establish whether any protected species are present on any of the land affected, or likely to be affected, by that part of the authorised development.

(2) Where a protected species is shown to be present, no authorised development of that part must commence until, after consultation with Natural England, a scheme of protection and mitigation measures has been submitted to and approved by the relevant planning authority.

(3) The authorised development must be carried out in accordance with the approved scheme unless otherwise agreed with the relevant planning authority.

Construction environmental management plan

18.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until a construction environmental management plan has been submitted to and approved by the relevant planning authority.

(2) The plan submitted and approved must be in accordance with appendix 5A of the environmental statement and the indicative landscaping and biodiversity strategy and incorporate—

- (a) a code of construction practice, specifying measures designed to minimise the impacts of construction works;
- (b) a scheme for the control of any emissions to air;
- (c) a soil management plan;
- (d) a sediment control plan;
- (e) a scheme for environmental monitoring and reporting during the construction of the authorised development, including measures for undertaking any corrective actions; and
- (f) a scheme for the notification of any significant construction impacts on local residents and for handling any complaints received from local residents relating to such impacts during the construction of the authorised development.

(3) All construction works associated with the authorised development must be carried out in accordance with the approved construction environmental management plan unless otherwise agreed with the relevant planning authority.

Protection of highway surfaces

19.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until details for undertaking condition surveys of the relevant highways which are maintainable at the public expense and which are to be used during construction have been submitted to and, after consultation with the highway authority, approved by the relevant planning authority.

(2) The condition surveys must be undertaken in accordance with the approved details and a schedule of repairs, including a programme for undertaking any such repairs and their inspection, must, following the completion of the post-construction condition surveys, be submitted to, and after consultation with the highway authority, approved by the relevant planning authority.

(3) The schedule of repairs must be carried out as approved unless otherwise agreed with the relevant planning authority.

Construction traffic management plan

20.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until a construction traffic management plan has been submitted to and, after consultation with Highways England and the highway authority, approved by the relevant planning authority.

(2) The plan submitted and approved must be in accordance with chapter 14 of the environmental statement and the framework construction traffic management plan contained in appendix 14A to the environmental statement.

(3) The plan submitted and approved must include—

- (a) details of the routes to be used for the delivery of construction materials and any temporary signage to identify routes and promote their safe use, including details of the access points to the construction site to be used by light goods vehicles and heavy goods vehicles;
- (b) details of the routing strategy and procedures for the notification and conveyance of abnormal indivisible loads, including agreed routes, the numbers of abnormal loads to be delivered by road and measures to mitigate traffic impact;

- (c) the construction programme;
- (d) details of the likely programme for the demolition of the existing coal-fired power station and, in the event that peak traffic numbers from each of that project and the construction of the authorised development are likely to coincide and give rise to potentially significant effects, details of measures within the undertaker's direct control, to ensure that significant effects arising from the combined traffic on local roads are where possible avoided, reduced or mitigated; and
- (e) any necessary measures for the temporary protection of carriageway surfaces, the protection of statutory undertakers' plant and equipment, and any temporary removal of street furniture.

(4) Notices must be erected and maintained throughout the period of construction at every entrance to and exit from the construction site, indicating to drivers the approved routes for traffic entering and leaving the construction site.

(5) The plan must be implemented as approved unless otherwise agreed with the relevant planning authority.

Construction workers travel plan

21.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until a construction workers travel plan has been submitted to and, after consultation with the highway authority, approved by the relevant planning authority.

(2) The plan submitted and approved must be in accordance with chapter 14 of the environmental statement and the framework construction workers travel plan contained in appendix 14A of the environmental statement.

(3) The plan submitted and approved must include—

- (a) measures to promote the use of sustainable transport modes to and from the authorised development by construction staff;
- (b) provision as to the responsibility for, and timescales of, the implementation of those measures;
- (c) details of parking for construction personnel within the construction sites; and
- (d) a monitoring and review regime.

(4) The approved plan must be implemented within three months of commencement of the authorised development and must be maintained throughout the construction of the authorised development unless otherwise agreed with the relevant planning authority.

Construction hours

22.—(1) Construction work relating to the authorised development must not take place on bank holidays nor otherwise outside the hours of—

- (a) 0700 to 1900 hours on Monday to Friday; and
- (b) 0700 to 1300 hours on a Saturday.

(2) Delivery or removal of materials, plant and machinery must not take place on bank holidays nor otherwise outside the hours of—

- (a) 0800 to 1800 hours on Monday to Friday; and
- (b) 0800 to 1300 hours on a Saturday.

(3) The restrictions in sub-paragraphs (1) and (2) do not apply to construction work or the delivery or removal of materials, plant and machinery, where these—

- (a) do not exceed a noise limit measured at the Order limits and which must be first agreed with the relevant planning authority in accordance with requirement 23;
- (b) are carried out with the prior approval of the relevant planning authority; or
- (c) are associated with an emergency.

(4) The restrictions in sub-paragraph (2) do not apply to the delivery of abnormal indivisible loads, where this is—

- (a) associated with an emergency; or
- (b) carried out with the prior approval of the relevant planning authority.

(5) Sub-paragraph (1) does not preclude—

- (a) a start-up period from 0630 to 0700 and a shut-down period from 1900 to 1930 Monday to Friday and a start-up period from 0630 to 0700 and a shut-down period from 1300 to 1330 on a Saturday; or
- (b) maintenance at any time of plant and machinery engaged in the construction of the authorised development.

(6) In this requirement “emergency” means a situation where, if the relevant action is not taken, there will be adverse health, safety, security or environmental consequences that in the reasonable opinion of the undertaker would outweigh the adverse effects to the public (whether individuals, classes or generally as the case may be) of taking that action.

Control of noise and vibration - construction

23.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until a scheme for the monitoring and control of noise and vibration during the construction of that part of the authorised development has been submitted to and approved by the relevant planning authority.

(2) The scheme submitted and approved must specify—

- (a) each location from which noise is to be monitored;
- (b) the method of noise measurement;
- (c) the maximum permitted levels of noise at each monitoring location to be determined with reference to the ABC Assessment Method for the different working time periods, as set out in BS 5228-1:2009+A1:2014, unless otherwise agreed in writing with the relevant planning authority for specific construction activities;
- (d) provision as to the circumstances in which construction activities must cease as a result of a failure to comply with a maximum permitted level of noise; and
- (e) the noise control measures to be employed.

(3) The scheme must be implemented as approved unless otherwise agreed with the relevant planning authority.

Control of noise - operation

24.—(1) No part of the authorised development must be brought into commercial use until a scheme for management and monitoring of noise during operation of the authorised development has been submitted to and approved by the relevant planning authority.

(2) Noise (in terms of the BS4142:2014 rating level) from the operation of the authorised development must be no greater than equal to the defined representative background sound level during the daytime and no greater than +5dB different to the defined representative background sound level during the night time adjacent to the nearest residential properties at such locations as agreed with the relevant planning authority.

(3) The scheme submitted pursuant to sub-paragraph (1) must include a report setting out the extent to which the undertaker is able to achieve lower night time noise levels than those set out in sub-paragraph (2) and an explanation as to the levels that can be achieved.

(4) The scheme must be implemented as approved unless otherwise agreed with the relevant planning authority.

(5) In this requirement “daytime” means the period from 0700 to 2300 and “night time” means the period from 2300 to 0700.

Piling and penetrative foundation design

25.—(1) No part of the authorised development comprised within Work No. 1 must commence, save for the permitted preliminary works, until a written piling and penetrative foundation design method statement, informed by a risk assessment, for that part, has been submitted to and, after consultation with the Environment Agency, approved by the relevant planning authority.

(2) All piling and penetrative foundation works must be carried out in accordance with the approved method statement unless otherwise agreed with the relevant planning authority.

Waste management on site - construction wastes

26.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until a construction site waste management plan for that part has been submitted to and, after consultation with North Yorkshire County Council in its capacity as the relevant waste planning authority, approved by the relevant planning authority.

(2) The plan submitted and approved must be in accordance with the principles set out in chapter 17 and appendix 5A of the environmental statement.

(3) The plan must be implemented as approved unless otherwise agreed with the relevant planning authority.

Restoration of land used temporarily for construction

27.—(1) The authorised development must not be brought into commercial use until a scheme for the restoration of any land within the Order limits which has been used temporarily for construction has been submitted to and approved by the relevant planning authority.

(2) The land must be restored within three years of the authorised development being brought into commercial use (or such other period as the relevant planning authority may approve), in accordance with—

- (a) the restoration scheme approved in accordance with sub-paragraph (1); and
- (b) the landscaping and biodiversity management and enhancement plan approved in accordance with requirement 6(4).

Combined heat and power

28.—(1) The authorised development must not be brought into commercial use until the relevant planning authority has given notice that it is satisfied that the undertaker has allowed for space and routes within the design of the authorised development for the later provision of heat pass-outs for off-site users of process or space heating and its later connection to such systems, should they be identified and commercially viable.

(2) The undertaker must maintain such space and routes during the operation of the authorised development unless otherwise agreed with the relevant planning authority.

(3) On the date that is 12 months after the authorised development is first brought into commercial use, the undertaker must submit to the planning authority for its approval a report ('the CHP review') updating the CHP assessment.

(4) The CHP review submitted and approved must—

- (a) consider the opportunities that reasonably exist for the export of heat from the authorised development at the time of submission; and
- (b) include a list of actions (if any) that the undertaker is reasonably to take (without material additional cost to the undertaker) to increase the potential for the export of heat from the authorised development.

(5) The undertaker must take such actions as are included, within the timescales specified, in the approved CHP review unless otherwise agreed with the relevant planning authority.

(6) On each date during the operation of the authorised development that is four years after the date on which it last submitted the CHP review or a revised CHP review to the relevant planning authority, the undertaker must submit to the relevant planning authority for its approval a revised CHP review.

(7) Sub-paragraphs (4) and (5) apply in relation to a revised CHP review submitted under sub-paragraph (6) in the same way as they apply in relation to the CHP review submitted under sub-paragraph (3).

Aviation warning lighting

29.—(1) No part of the authorised development comprised within Work No. 1 must commence, save for the permitted preliminary works, until details of the aviation warning lighting to be installed for that part during construction and operation have been submitted to, and after consultation with the Civil Aviation Authority, approved by the relevant planning authority.

(2) The aviation warning lighting approved pursuant to paragraph (1) must be installed and operated in accordance with the approved details.

Air safety

30. No part of the authorised development must commence, save for the permitted preliminary works, until details of the information that is required by the Defence Geographic Centre of the Ministry of Defence to chart the site for aviation purposes for that part have been submitted to and approved by the relevant planning authority.

Carbon capture readiness reserve space

31.—(1) Until such time as the authorised development is decommissioned, the undertaker must not, without the consent of the Secretary of State—

- (a) dispose of any interest in the carbon capture readiness reserve space; or
- (b) do anything, or allow anything to be done or to occur,

which may reasonably be expected to diminish the undertaker's ability, within two years of such action or occurrence, to prepare the carbon capture readiness reserve space for the installation and operation of carbon capture equipment, should it be deemed necessary to do so.

Carbon capture readiness monitoring report

32.—(1) The undertaker must make a report ('carbon capture readiness monitoring report') to the Secretary of State—

- (a) on or before the date on which three months have passed from first commercial use; and
- (b) within one month of the second anniversary, and each subsequent even-numbered anniversary, of that date.

(2) Each carbon capture readiness monitoring report must provide evidence that the undertaker has complied with requirement 31—

- (a) in the case of the first carbon capture readiness monitoring report, since this Order was made; and
- (b) in the case of any subsequent report, since the making of the previous carbon capture readiness monitoring report, and explain how the undertaker expects to continue to comply with requirement 31 over the next two years.

(3) Each carbon capture readiness monitoring report must state whether the undertaker considers the retrofit of carbon capture technology is feasible explaining the reasons for any such conclusion and whether any impediments could be overcome.

(4) Each carbon capture readiness monitoring report must state, with reasons, whether the undertaker has decided to seek any additional regulatory clearances, or to modify any existing regulatory clearances, in respect of any carbon capture readiness proposals.

Local liaison committee

33.—(1) The authorised development must not commence, save for the permitted preliminary works, until the undertaker has established a committee to liaise with local residents and organisations about matters relating to the authorised development (a ‘local liaison committee’).

(2) The undertaker must invite the relevant planning authority and other relevant interest groups, as may be agreed with the relevant planning authority, to nominate representatives to join the local liaison committee.

(3) The undertaker must provide a full secretariat service and supply an appropriate venue for the local liaison committee meetings to take place.

(4) The local liaison committee must—

- (a) include representatives of the undertaker;
- (b) meet every other month, starting in the month prior to commencement of the authorised development, until the completion of construction, testing and commissioning works unless otherwise agreed by the majority of the members of the local liaison committee; and
- (c) during the operation of the authorised development meet once a year unless otherwise agreed by the majority of the members of the local liaison committee.

Employment, skills and training plan

34.—(1) No part of the authorised development must commence, save for the permitted preliminary works, until a plan detailing arrangements to promote employment, skills and training development opportunities for local residents during construction and employment opportunities during operation of the authorised development has been submitted to, and after consultation with North Yorkshire County Council, approved by the relevant planning authority.

(2) The approved plan must be implemented and maintained during the construction and operation of the authorised development unless otherwise agreed by the relevant planning authority.

Ambient air monitoring

35.—(1) The authorised development must not be commissioned until a written scheme of air quality monitoring has been submitted to and approved by the relevant planning authority.

(2) The scheme submitted and approved must provide for the monitoring of nitrogen oxides and must specify—

- (a) each location within the vicinity of Hensall at which air pollution is to be measured;
- (b) the equipment and method of measurement to be used; and
- (c) the frequency of measurement.

(3) The first measurement made in accordance with the scheme must be made not less than 12 months before the authorised development is brought into commercial use.

(4) Unless the relevant planning authority gives the undertaker notice under sub-paragraph (6), the final measurement made in accordance with the scheme must be made at least 24 months after the first commercial use of the authorised development.

(5) The scheme must be implemented as approved.

(6) The relevant planning authority may, if it considers appropriate, give notice to the undertaker that the scheme is to be extended for the period specified in the notice, which may not be more

than 24 months from the date of the final measurement in accordance with the scheme as originally approved.

(7) The relevant planning authority may not serve notice pursuant to sub-paragraph (6) after the date which is 18 months after the date that the authorised development is brought into commercial use.

(8) For each year during which measurements are made pursuant to this requirement, the undertaker must, within three months after the final measurement made in that year, provide the relevant planning authority with a report of measurements made in accordance with the scheme in that year.

Decommissioning

36.—(1) Within 12 months of the date that the undertaker decides to decommission the authorised development, the undertaker must submit to the relevant planning authority for its approval a decommissioning environmental management plan.

(2) No decommissioning works must be carried out until the relevant planning authority has approved the plan.

(3) The plan submitted and approved must be in accordance with the principles set out in the environmental statement and must include measures to address any significant noise and vibration effects.

(4) The plan submitted and approved must include details of—

- (a) the buildings to be demolished;
- (b) the means of removal of the materials resulting from the decommissioning works;
- (c) the phasing of the demolition and removal works;
- (d) any restoration works to restore the land to a condition agreed with the relevant planning authority;
- (e) the phasing of any restoration works; and
- (f) a timetable for the implementation of the scheme.

(5) The plan must be implemented as approved unless otherwise agreed with the relevant planning authority.

Requirement for written approval

37. Where under any of the above requirements the approval or agreement of the relevant planning authority or another person is required, that approval or agreement must be provided in writing.

Approved details and amendments to them

38.—(1) All details submitted for the approval of the relevant planning authority under these requirements must be in accordance with the parameters of the environmental statement and reflect the principles set out in the documents certified under article 38.

(2) With respect to any requirement which requires the authorised development to be carried out in accordance with the details approved by the relevant planning authority, the approved details are to be taken to include any amendments that may subsequently be approved by the relevant planning authority.

Amendments agreed by the relevant planning authority

39.—(1) Where the words ‘unless otherwise agreed by the relevant planning authority’ appear in the above requirements, any such approval or agreement may only be given in relation to non-material amendments and where it has been demonstrated to the satisfaction of that 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 assessed in the environmental statement.

(2) In cases where the requirement or the relevant sub-paragraph requires consultation with specified persons, any such approval or agreement must not be given without the relevant planning authority having first consulted with those persons.

Ground subsidence

40.—(1) No part of the authorised development comprised in Work No. 6 must commence, save for the permitted preliminary works, until a scheme for monitoring ground subsidence in and around the flood defences for the River Aire has been submitted to, and following consultation with the Environment Agency, approved by the relevant planning authority.

(2) The scheme must set out—

- (a) the details of the work which is to be subject to monitoring;
- (b) the extent of land to be monitored;
- (c) the manner in which ground levels are to be monitored;
- (d) the duration of monitoring activities; and
- (e) the extent of ground subsidence which, if exceeded, will require the undertaker to submit a ground subsidence mitigation scheme for the Environment Agency's approval in accordance with sub-paragraph (3).

(3) If the monitoring identifies that ground subsidence has exceeded the level described in sub-paragraph (2)(e), a scheme setting out mitigation measures in relation to the ground subsidence must be submitted as soon as is reasonably practicable to and, following consultation with the Environment Agency, approved by the relevant planning authority.

(4) The mitigation scheme approved pursuant to sub-paragraph (3) must be implemented as approved unless otherwise agreed in writing with the relevant planning authority.

SCHEDULE 3

Article 8

STREETS SUBJECT TO STREET WORKS

Table 1

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Streets subject to street works</i>	<i>(3)</i> <i>Description of the street works</i>
In the District of Selby	A19 / Fox Lane	Widening and improvement works to the junction at A19 / Fox Lane between the points marked W and X on sheet 3 of the access and rights of way plans
In the District of Selby	A19 / North of Burn Lodge Farm	Works for the installation and maintenance of Work No. 6 between the points marked AL and AM on sheet 4 of the access and rights of way plans
In the District of Selby	A19 / South of Burn Lodge Farm	Works for the provision of a new temporary construction access between the points marked AD and AE on sheet 4 of the access and rights of way plans
In the District of Selby	A19 / Tranmore Lane	Works for the installation and maintenance of Work No. 5 between the points marked A and B on sheet 1 of the access and rights of way plans
In the District of Selby	A19 / unnamed private road	Works to resurface the access in the area cross hatched in blue at the point marked C on sheet 1 of the access and rights of way plans
In the District of Selby	Hazel Old Lane	Works to repair, replace or maintain the existing culvert as part of Work No. 9 between the points marked F and G on sheet 1 of the access and rights of way plans
In the District of Selby	Millfield Road	Works for the installation and maintenance of Work No. 6 between the points marked U and V on sheet 3 of the access and rights of way plans
In the District of Selby	Millfield Road	Works for the provision of a new permanent access on the

		south side of Millfield Road between the points marked U and V on sheet 3 of the access and rights of way plans
In the District of Selby	Millfield Road	Works for the provision of a new permanent access on the north side of Millfield Road between the points marked U and V on sheet 3 of the access and rights of way plans
In the District of Selby	Fox Lane	Works to temporarily widen and improve the existing street between the points marked W and Z and create a new temporary access at the point marked Y on sheet 3 of the access and rights of way plans
In the District of Selby	Wand Lane	Works for the installation and maintenance of Work No. 4 between the points marked I and J on sheet 2 of the access and rights of way plans
In the District of Selby	Wand Lane	Works for the installation and maintenance of Work No. 5 between the points marked I and J on sheet 2 of the access and rights of way plans
In the District of Selby	Wand Lane	Works for the installation and maintenance of Work No. 6 between the points marked I and J on sheet 2 of the access and rights of way plans
In the District of Selby	Wand Lane	Works for the provision of a new temporary construction access between the points marked I and J on sheet 2 of the access and rights of way plans
In the District of Selby	Wand Lane	Works for the improvement of the access at the point marked AJ on sheet 2 of the access and rights of way plans
In the District of Selby	West Lane	Works for the provision of a new permanent access between the points marked AI and AH on sheet 4 of the access and rights of way plans
In the District of Selby	West Lane	Works for the provision of a

		new temporary construction access between the points marked AI and AG on sheet 4 of the access and rights of way plans
In the District of Selby	West Lane	Works for the installation and maintenance of Work No. 6 between the points marked AH and AG on sheet 4 of the access and rights of way plans
In the District of Selby	West Lane	Works for the provision of a new permanent access on the east side of West Lane between the points marked AG and AH on sheet 4 of the access and rights of way plans
In the District of Selby	Whitings Lane	Works to resurface the access in the area cross hatched in red at the point marked AC on sheet 4 of the access and rights of way plans

SCHEDULE 4

Articles 9 and 12

STREETS SUBJECT TO PERMANENT AND TEMPORARY ALTERATION OF LAYOUT

PART 1

PERMANENT ALTERATION OF LAYOUT

Table 2

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Streets subject to alteration of layout</i>	<i>(3)</i> <i>Description of alteration</i>
In the District of Selby	Millfield Road	Works for the provision of a new permanent access on the south side of Millfield Road between the points marked U and V on sheet 3 of the access and rights of way plans
In the District of Selby	Millfield Road	Works for the provision of a new permanent access on the north side of Millfield Road between the points marked U and V on sheet 3 of the access and rights of way plans
In the District of Selby	Wand Lane	Works for the improvement of the access at the point marked AJ on sheet 2 of the access and rights of way plans
In the District of Selby	West Lane	Works for the provision of a new permanent access between the points marked AI and AH on sheet 4 of the access and rights of way plans
In the District of Selby	West Lane	Works for the provision of a new permanent access on the east side of West Lane between the points marked AG and AH on sheet 4 of the access and rights of way plans

PART 2

TEMPORARY ALTERATION OF LAYOUT

Table 3

<i>(1)</i>	<i>(2)</i>	<i>(3)</i>

<i>Area</i>	<i>Streets subject to alteration of layout</i>	<i>Description of alteration</i>
In the District of Selby	A19 / South of Burn Lodge Farm	Works for the provision of a new construction access between the points marked AD and AE on sheet 4 of the access and rights of way plans
In the District of Selby	A19 / Fox Lane	Widening and improvement works to the junction at A19 / Fox Lane between the points marked W and X on sheet 3 of the access and rights of way plans
In the District of Selby	Fox Lane	Works to temporarily widen and improve the existing street between the points marked W and Z and to create a new temporary access at the point marked Y on sheet 3 of the access and rights of way plans
In the District of Selby	Wand Lane	Works for the provision of a new construction access between the points marked I and J on sheet 2 of the access and rights of way plans
In the District of Selby	West Lane	Works for the provision of a new temporary construction access between the points marked AI and AG on sheet 4 of the access and rights of way plans

SCHEDULE 5

ACCESS

Article 10

PART 1

THOSE PARTS OF THE ACCESS TO BE MAINTAINED AT THE PUBLIC EXPENSE

Table 4

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street</i>	<i>(3)</i> <i>Description of relevant part of access</i>
In the District of Selby	A19 / unnamed private road	That part of the access in the area cross hatched in blue at the point marked C on sheet 1 of the access and rights of way plans
In the District of Selby	Wand Lane	Works for the improvement of the access in the area cross hatched in blue at the point marked AJ on sheet 2 of the access and rights of way plans
In the District of Selby	Millfield Road	That part of the access cross hatched in blue in-between the points marked U and V on sheet 3 of the access and rights of way plans
In the District of Selby	West Lane	That part of the access shown cross hatched in blue marked between points AI and AH on sheet 4 of the access and rights of way plans
In the District of Selby	West Lane	That part of the access cross hatched in blue on the east side of West Lane between the points marked AG and AH on sheet 4 of the access and rights of way plans

PART 2

THOSE PARTS OF THE ACCESS TO BE MAINTAINED BY THE STREET AUTHORITY

Table 5

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street</i>	<i>(3)</i> <i>Description of relevant part of access</i>
In the District of Selby	Hazel Old Lane / unnamed private road	That part of the access in-between the points marked D and E on sheet 1 of the access and rights of way plans
In the District of Selby	Millfield Road	That part of the access cross hatched in red on the south side of Millfield Road in-between the points marked U and V on sheet 3 of the access and rights of way plans
In the District of Selby	Millfield Road	That part of the access cross hatched in red on the north side of Millfield Road in-between the points marked U and V on sheet 3 of the access and rights of way plans
In the District of Selby	Wand Lane	That part of the access shown cross hatched in red at the point marked H on sheet 2 of the access and rights of way plans
In the District of Selby	Wand Land	That part of the access shown cross hatched in red at the point marked AJ on sheet 2 of the access and rights of way plans
In the District of Selby	Unnamed private road (off A19)	That part of the access shown cross hatched in red between the points marked T and S on sheet 3 of the access and rights of way plans
In the District of Selby	West Lane	That part of the access shown cross hatched in red marked between points AI and AH on sheet 4 of the access and rights of way plans
In the District of Selby	West Lane	That part of the access cross hatched in red on the east side

		of West Lane between the points marked AG and AH on sheet 4 of the access and rights of way plans
In the District of Selby	Whittings Lane	That part of the access in the area cross hatched in red at the point marked AC on sheet 4 of the access and rights of way plans

PART 3

THOSE WORKS TO RESTORE THE TEMPORARY ACCESSES WHICH WILL BE MAINTAINED BY THE STREET AUTHORITY

Table 6

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street</i>	<i>(3)</i> <i>Description of relevant part of access</i>
In the District of Selby	Wand Lane	That part of the access in-between the points marked I and J on sheet 2 of the access and rights of way plans
In the District of Selby	A19 / South of Burn Lodge Farm	That part of the access cross hatched in blue between points AD and AE on sheet 4 of the access and rights of way plans
In the District of Selby	Fox Lane	That part of the access cross hatched in red between the points marked Y and AA on sheet 3 of the access and rights of way plans
In the District of Selby	Unnamed private road (off A19)	That part cross hatched red in-between point AF and the start of the blue cross hatching at the points marked AD and AE on sheet 4 of the access and rights of way plans
In the District of Selby	West Lane	That part of the access cross hatched in red between the points marked AI and AG on sheet 4 of the access and rights of way plans

SCHEDULE 6

Article 11

STREETS TO BE TEMPORARILY STOPPED UP

Table 7

(1) <i>Area</i>	(2) <i>Street</i>	(3) <i>Description of extent of temporary stopping up</i>
In the District of Selby	A19 / Fox Lane	Temporary closure of the part of the streets shown points W and X, and W and Z on sheet 3 of the access and rights of way plans
In the District of Selby	A19 / South of Burn Lodge Farm	Temporary closure of the part of the street between the points AD and AE on sheet 4 of the access and rights of way plans
In the District of Selby	A19 / Tranmore Lane	Temporary closure of the part of the street shown between points marked A and B on sheet 1 of the access and rights of way plans
In the District of Selby	A19 / unnamed private road	Temporary closure of the part of the street in the area cross hatched in blue on sheet 1 of the access and rights of way plans
In the District of Selby	Hazel Old Lane	Temporary closure of the part of the street shown between point F and G on sheet 1 of the access and rights of way plans
In the District of Selby	Millfield Road	Temporary closure of the part of the street for the installation and maintenance of Work No. 6 between the points marked U and V on sheet 3 of the access and rights of way plans
In the District of Selby	Millfield Road	Temporary closure of the part of the street for the provision of a permanent access on the south side of Millfield Road between points U and V on sheet 3 of the access and rights of way plans
In the District of Selby	Millfield Road	Temporary closure of the part of the street for the provision of a permanent access on the

		north side of Millfield Road between points U and V on sheet 3 of the access and rights of way plans
In the District of Selby	Wand Lane	Temporary closure of the part of the street for the installation and maintenance of Work No. 4 between the points marked I and J on sheet 2 of the access and rights of way plans
In the District of Selby	Wand Lane	Temporary closure of the part of the street for the installation and maintenance of Work No. 5 between the points marked I and J on sheet 2 of the access and rights of way plans
In the District of Selby	Wand Lane	Temporary closure of the part of the street for the installation and maintenance of Work No. 6 between the points marked I and J on sheet 2 of the access and rights of way plans
In the District of Selby	West Lane	Temporary closure of part of the street between points AI and AG on sheet 4 of the access and right of way plans for the provision of a temporary construction access
In the District of Selby	West Lane	Temporary closure of part of the street between points AI and AG on sheet 4 of the access and right of way plans to facilitate the provision of new permanent accesses
In the District of Selby	West Lane	Temporary closure of the part of the street between points AH and AG on sheet 4 of the access and right of way plans for the installation and maintenance of Work No. 6
In the District of Selby	Whittings Lane	Temporary closure of the part of the street cross hatched in red at the point marked AC on sheet 4 of the access and rights of way plans

SCHEDULE 7

Article 11

PUBLIC RIGHTS OF WAY AND PUBLIC RIGHTS OF NAVIGATION TO BE STOPPED UP OR SUSPENDED

PART 1

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY STOPPED UP

Table 8

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Public right of way to be temporarily stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>
In the District of Selby	Public footpath 35.27/1/1	Between the points marked K and L on sheet 2 of the access and rights of way plans
In the District of Selby	Public footpath 35.21/5/1	Between the points marked Q and R on sheet 3 of the access and rights of way plans
In the District of Selby	Public bridleway 35.14/4/1	Between the points marked AB and AC on sheet 4 of the access and rights of way plans

PART 2

PUBLIC RIGHTS OF NAVIGATION TO BE TEMPORARILY SUSPENDED

Table 9

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Location of public right of navigation to be temporarily suspended</i>	<i>(3)</i> <i>Work No.</i>	<i>(4)</i> <i>Extent of suspension</i>
In the District of Selby	River Aire	Work No. 4	Between the points marked M and N and in the area shaded blue on sheet 2 of the access and rights of way plans
In the District of Selby	River Aire	Work No. 4	Between the points marked O and P and in the area shaded blue on sheet 3 of the access and rights of way plans

SCHEDULE 8

Article 20

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

Interpretation

1. In this schedule—

“Work No. 4 infrastructure” means any works or development comprised within Work No. 4 in schedule 1, ancillary apparatus and including any other necessary works or development permitted within the area delineated as Work No. 4 on the works plans;

“Work No. 5 infrastructure” means any works or development comprised within Work No. 5 in schedule 1, ancillary apparatus and including any other necessary works or development permitted within the area delineated as Work No. 5 on the works plans;

“Work No. 6 infrastructure” means any works or development comprised within Work No. 6 in schedule 1, ancillary apparatus and including any other necessary works or development permitted within the area delineated as Work No. 6 on the works plans;

“Work No. 9 infrastructure” means any works or development comprised within Work No. 9 in schedule 1, ancillary apparatus and including any other necessary works or development permitted within the area delineated as Work No. 9 on the works plans;

Table 10

(1)	(2)
<i>Number of plot shown on the land plans</i>	<i>Rights etc. which may be acquired</i>
10	For and in connection with the Work No. 5 infrastructure the right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No. 5 infrastructure, together with the right to install, retain, use and maintain the Work No. 5 infrastructure, and a right of support for it, and the right to the free flow of water, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 5 infrastructure, or interfere with or obstruct access from and to the Work No. 5 infrastructure, including the right to prevent or remove the whole of any fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.
30	For and in connection with the Work No. 9 infrastructure the right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No. 9 infrastructure, together with the right to install, retain, use and maintain the Work No. 9 infrastructure, a right of support for it, and the

right to the free flow of water, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 9 infrastructure, or interfere with or obstruct access from and to the Work No. 9 infrastructure, including the right to prevent or remove the whole of any fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.

90, 125, 135, 165, 170, 175, 190, 195, 215, 250 Work No. 6

For and in connection with the Work No. 6 infrastructure within a corridor of up to 14m in width, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No. 6 infrastructure, together with the right to install, retain, use and maintain the Work No. 6 infrastructure, and a right of support for it, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 6 infrastructure, or interfere with or obstruct access from and to the Work No. 6 infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.

90, 125, 135, 165, 170, 175, 190, 195, 215, 250 Work No. 4

For and in connection with the Work No. 4 infrastructure within a corridor of up to 14m in width, the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No 4 infrastructure, together with the right to install, retain, use and maintain the Work No. 4 infrastructure, a right of support for it, and the right to the free flow of water, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 4 infrastructure, or interfere with or obstruct access from and to the Work No. 4

	infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.
230	For and in connection with the Work No. 4 infrastructure the right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, boats, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No 4 infrastructure, together with the right to install, retain, use and maintain the Work No. 4 infrastructure, a right of support for it, and the right to the free flow of water and a right to abstract water, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 4 infrastructure, or interfere with or obstruct access from and to the Work No. 4 infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing.
240, 245	For and in connection with the Work No. 4 infrastructure the right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, boats, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of the Work No 4 infrastructure, together with the right to install, retain, use and maintain the Work No. 4 infrastructure, a right of support for it, and the right to the free flow of water and a right to discharge water, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 4 infrastructure, or interfere with or obstruct access from and to the Work No. 4 infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing.
255, 355, 360, 365, 380, 400, 420, 445, 490, 530, 540, 545, 555, 575, 595, 600	For and in connection with the Work No. 6 infrastructure within a corridor of up to 14m in width the right to create or improve accesses and a right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and

	maintenance of the Work No. 6 infrastructure, together with the right to install, retain, use and maintain the Work No. 6 infrastructure, and a right of support for it, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 6 infrastructure, or interfere with or obstruct access from and to the Work No. 6 infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.
180, 200, 205, 210, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305, 310, 315, 320	For and in connection with the Work No. 4 infrastructure within a corridor of up to 14m in width the right for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery for all purposes in connection with the laying, installation, use and maintenance of the Work No 4 infrastructure, together with the right to install, retain, use and maintain the Work No. 4 infrastructure, a right of support for it, and the right to the free flow of water, along with the right to prevent any works on or uses of the land which may interfere with or damage the Work No. 4 infrastructure, or interfere with or obstruct access from and to the Work No. 4 infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.
500, 510	Right of access for the undertaker and all persons authorised on its behalf to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery for all purposes in connection with the laying, installation, use and maintenance of the Work No. 6 infrastructure, along with the right to prevent any works on or uses of the land which may interfere with or obstruct access from and to the Work No. 6 infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.
515, 525	Right for the undertaker and all persons authorised on its behalf to improve the access and a right to enter, pass and re-pass, on foot,

with or without vehicles, plant and machinery, and a right to park vehicles, for all purposes in connection with the laying, installation, use and maintenance of the Work No. 6 infrastructure along with the right to prevent any works on or uses of the land which may interfere with or obstruct the right to park or access from and to the Work No. 6 infrastructure, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.

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Right for the undertaker and all persons authorised on its behalf to create a new access or improve an access, to enter, pass and re-pass, on foot, with or without vehicles, plant and machinery, for all purposes in connection with the laying, installation, use and maintenance of Work No. 7 along with the right to prevent any works on or uses of the land which may interfere with or obstruct access from and to Work No. 7, including the right to prevent or remove the whole of any building, or fixed or moveable structure, tree, shrub, plant or other thing, and the right to prevent or remove any works or uses which alter the surface level, ground cover or composition of the land.

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land are to apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(a) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 5—

- (a) for “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

3.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1961 has effect subject to the modification set out in sub-paragraph 2.

(2) For section 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 10 of Schedule 9 to the Eggborough CCGT (Generating Station) Order [x]) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.”

Application of the 1965 Act

4.—(1) The 1965 Act is to have effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or,

(a) 1973 c.26

in relation to the imposition of a restriction, with the modifications specified in the following provisions of this Schedule.

5. For section 7 of the 1965 Act (measure of compensation) substitute—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”.

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

7. Section 11 of the 1965 Act (powers of entry) is modified to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restriction, it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 12 (penalty for unauthorised entry) and 13 (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

8. Section 20 of the 1965 Act (protection for interests of tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

9. Section 22 (interests omitted from purchase) of the 1965 Act is modified so as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

10. For Schedule 2A to the 1965 Act substitute—

“SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

Introduction

1. This Schedule applies where an acquiring authority serve a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 25 (application of the Compulsory Purchase (Vesting Declarations) Act 1981) in respect of the land to which the notice to treat relates.

2. In this Schedule, “house” includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the authority to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of twenty-eight days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority do not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serve notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

Determination by Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the use to be made of the right or covenant proposed to be acquired or imposed, and
- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”.

SCHEDULE 10

Article 26

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

Table 11

(1) <i>Number of plot shown on the land plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>
235, 330, 340, 345	Temporary use required to facilitate construction of Work No. 4
370, 375, 425, 430, 495, 505, 535, 550, 580, 585, 590, 620, 625, 630, 635, 655, 660, 685, 690	Temporary use as laydown, construction compound and construction use required to facilitate construction of Work No. 6
385, 390, 410, 415, 435, 440, 640, 645, 650	Temporary use as laydown, construction compound, construction use and accesses required to facilitate construction of Work No.6
665, 670, 675, 680	Temporary use as laydown, construction compound and construction use required to facilitate construction of Work Nos. 4 and 6
450, 455, 460, 465, 470, 480, 560, 565	Temporary use to facilitate construction access to Work No. 6
615	Temporary use as laydown, construction compound and construction use required to facilitate construction of Work No. 7

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Applications made under requirements

1.—(1) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement the relevant planning authority must give notice to the undertaker of their decision on the application within a period of nine weeks beginning with—

- (a) the day immediately following that on which the application is received by the authority;
- (b) the day immediately following that on which further information has been supplied by the undertaker under paragraph (2); or
- (c) such longer period as may be agreed in writing by the undertaker and the relevant planning authority.

(2) Subject to sub-paragraph (4), in the event that the relevant planning authority does not determine an application within the period set out in sub-paragraph (1), the relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(3) Any application made to the relevant planning authority pursuant to sub-paragraph (1) must include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement and if it will then it must be accompanied by information setting out what those effects are.

(4) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement included in this Order and the relevant planning authority does not determine the application within the period set out in sub-paragraph (1)—

- (a) and is accompanied by a report pursuant to sub-paragraph (3) which states that the subject matter of such application is likely to give rise to any materially new or materially different environmental effects compared to those in the environmental statement; or
- (b) the relevant planning authority determines during the period set out in sub-paragraph (1) that it considers that the subject matter of such application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement

then the application is to be taken to have been refused by the relevant planning authority at the end of that period.

Further information and consultation

2.—(1) In relation to any application to which this Schedule applies, the relevant planning authority may request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) In the event that the relevant planning authority considers such further information to be necessary and the provision governing or requiring the application does not specify that consultation with a requirement consultee is required the relevant planning authority must, within fourteen business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant planning authority must issue the consultation to the requirement consultee within five business days of receipt of the application, and must notify the undertaker in writing specifying any further information requested by the requirement

consultee within five business days of receipt of such a request and in any event within twenty-one days of receipt of the application.

(4) In the event that the relevant planning authority does not give notification as specified in sub-paragraph (2) or (3) it is to be deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

Fees

3.—(1) Where an application is made to the relevant planning authority for written consent, agreement or approval in respect of a requirement, the fee contained in regulation 16(1)(b) of the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012^(a) (as may be amended or replaced from time to time) is to apply and must be paid to that authority for each application.

(2) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—

- (a) the application being rejected as invalidly made; or
- (b) the relevant planning authority failing to determine the application within eight weeks from the date on which it is received unless—
 - (i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or
 - (ii) a longer period of time for determining the application has been agreed pursuant to sub-paragraph 1(1)(c) of this Schedule.

Appeals

4.—(1) The undertaker may appeal in the event that—

- (a) the relevant planning authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions;
- (b) the relevant planning authority is deemed to have refused an application pursuant to paragraph 1(3);
- (c) on receipt of a request for further information pursuant to paragraph 2 the undertaker considers that either the whole or part of the specified information requested by the relevant planning authority is not necessary for consideration of the application; or
- (d) on receipt of any further information requested, the relevant planning authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The appeal process is to be as follows—

- (a) The undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant planning authority and the requirement consultee;
- (b) The Secretary of State is to appoint a person as soon as reasonably practicable after receiving the appeal documentation and must forthwith notify the appeal parties of the identity of the appointed person and the address to which all correspondence for his attention should be sent, the date of such notification being the “start date” for the purposes of this sub-paragraph (2);
- (c) The relevant planning authority and the requirement consultee must submit written representations to the appointed person in respect of the appeal within ten business days of the start date and must ensure that copies of their written representations are sent to

^(a) S.I 2012/2920 as amended by S.I 2013/2153 and S.I 2014/357 and S/I 2014/2026.

each other and to the undertaker on the day on which they are submitted to the appointed person;

- (d) The appeal parties must make any counter-submissions to the appointed person within ten business days of receipt of written representations pursuant to sub-paragraph (c) above; and
- (e) The appointed person must make his decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within thirty business days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (d).

The appointment of the person pursuant to sub-paragraph (b) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(3) In the event that the appointed person considers that further information is necessary to enable him to consider the appeal he must, within five business days of his appointment, notify the appeal parties in writing specifying the further information required.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the undertaker to the appointed person, the relevant planning authority and the requirement consultee on the date specified by the appointed person (the “specified date”), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within ten business days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraph (2)(c)-(2)(e).

(5) On an appeal under this paragraph, the appointed person may—

- (a) allow or dismiss the appeal, or
- (b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to him in the first instance.

(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(7) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to him that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is to be final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is to be deemed to be an approval for the purpose of Schedule 2 (Requirements) as if it had been given by the relevant planning authority. The relevant planning authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person’s determination.

(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.

(11) On application by the relevant planning authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to Communities and Local Government Circular 03/2009 or any circular or guidance which may from time to time replace it.

Interpretation of Schedule 11

5. In this Schedule 11—

“business day” means a day other than a Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971^(a); and

“requirement consultee” means any body named in a requirement as a body to be consulted by the relevant planning authority in discharging that requirement.

^(a) 1971 c.80

SCHEDULE 12

PROTECTIVE PROVISIONS

Article 33

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this part of this Schedule, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

2. In this part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(a)), belonging to or maintained by that utility undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker—
 - (i) mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and
 - (ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991;
- (d) in the case of a sewerage undertaker—
 - (i) any drain or works vested in the utility undertaker under the Water Industry Act 1991(b); and
 - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land; and

“utility undertaker” means—

- (e) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
- (f) a gas transporter within the meaning of Part 1 of the Gas Act 1986(c);
- (g) water undertaker within the meaning of the Water Industry Act 1991; and

(a) 1989 c.29.

(b) 1991 c.56.

(c) 1986 c.44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c.45), and was further amended by section 76 of the Utilities Act 2000 (c.27).

(h) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991, for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

3. This part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 11 (temporary stopping up of streets, public rights of way and public rights of navigation), a utility undertaker is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

5. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not—

- (a) where the utility undertaker is NGG or NGET, acquire any land interest or apparatus or override any easement and/or other interest otherwise than by agreement; or
- (b) in the case of any other utility undertaker, acquire any apparatus otherwise than by agreement.

6.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 41 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 41 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

7.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 41 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

8.—(1) Not less than twenty-eight days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of twenty-one days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than twenty-eight days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker in, or in connection

with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 6(2).

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

(3) If in accordance with the provisions of this part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 41 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 6(2); and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 6(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

11. Nothing in this part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

12.—(1) For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

(2) In this part of this Schedule—

“the 2003 Act” means the Communications Act 2003^(a);

“electronic communications apparatus” has the same meaning as set out in paragraph 5 of the electronic communications code;

“the electronic communications code” has the same meaning as set out in sections 106 to 119 and Schedule 3A of the 2003 Act^(b);

“infrastructure system” has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7 of that code;

“network” means—

(a) so much of a network or infrastructure system provided by an operator as is not excluded from the application of the electronic communications code by a direction under section 106(5) of the 2003 Act; and

(b) a network which the Secretary of State is providing or proposing to provide;

“operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act and who is an operator of a network;

13. The exercise of the powers of article 28 (statutory undertakers) is subject to Part 10 of Schedule 3A of the 2003 Act.

14.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the

(a) 2003 c.21 as amended by the Digital Economy Act 2017 (c. 30)

(b) added by Schedule 1 of the Digital Economy Act 2017 (c.30)

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.

(4) Any difference arising between the undertaker and the operator under this part of this Schedule must be referred to and settled by arbitration under article 41 (arbitration).

15. This part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

16. Nothing in this part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 3

FOR THE PROTECTION OF CANAL AND RIVER TRUST

Interpretation

17.—(1) For the protection of CRT the following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and CRT.

(2) In this Part of this Schedule—

“Code of Practice” means the Code of Practice for Works Affecting the Canal and River Trust (April 2017) or any updates or amendments thereto;

“construction”, in relation to any specified work or protective work, includes—

- (a) the execution and placing of that work; and
- (b) any relaying, renewal, or maintenance of that work as may be carried out during the period of 24 months from the completion of that work; and “construct” and “constructed” have corresponding meanings;

“CRT” means the Canal & River Trust;

“CRT’s network” means CRT’s network of waterways;

“detriment” means any damage to the waterway or any other property of CRT caused by the presence of the authorised development and, without prejudice to the generality of that meaning, includes—

- (c) any obstruction of, or interference with, or hindrance or danger to, navigation or to any use of the waterway (including towing paths);
- (d) the erosion of the bed or banks of the waterway, or the impairment of the stability of any works, lands or premises forming part of the waterway;
- (e) the deposit of materials or the siltation of the waterway so as to damage the waterway;
- (f) the pollution of the waterway;
- (g) any significant alteration in the water level of the waterway, or significant interference with the supply of water thereto, or drainage of water therefrom;
- (h) any harm to the ecology of the waterway (including any adverse impact on any site of special scientific interest comprised in CRT’s network);
- (i) any interference with the exercise by any person of rights over CRT’s network;

“the engineer” means an engineer appointed by CRT for the purpose in question;

“plans” includes sections, designs, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction) and programmes;

“practical completion” means practical completion of all of the specified work notwithstanding that items which would ordinarily be considered snagging items remain outstanding, and the expression “practically complete” and “practically completed” is to be construed accordingly;

“protective work” means a work constructed under paragraph 21(3)(a);

“specified work” means so much of Work No 4 as is situated upon, across, under, over or within 15 metres of, or may in any way affect the waterway;

“the waterway” means the Aire & Calder Navigation, and includes any works, lands or premises belonging to CRT, or under its management or control, and held or used by CRT in connection with that navigation.

(3) Where the Code of Practice applies to any works or matter that are part of the authorised development or that form part of the protective works and there is an inconsistency between these protective provisions and the Code of Practice, the part of the Code of Practice that is inconsistent with these protective provisions will not apply and these protective provisions will apply.

Powers requiring CRT’s consent

18.—(1) The undertaker must not in the exercise of the powers conferred by this Order obstruct or interfere with pedestrian or vehicular access to the waterway unless such obstruction or interference with such access is with the consent of CRT.

(2) The undertaker must not exercise any power conferred by this Order to discharge water into the waterway under article 14 (discharge of water) or in any way interfere with the supply of water to or the drainage of water from the waterway unless such exercise is with the consent of CRT, save as to surface water discharge which will not require the consent of CRT.

(3) The undertaker must not exercise the powers conferred by article 15 (authority to survey and investigate land) or section 11(3) of the 1965 Act, in relation to the waterway unless such exercise is with the consent of CRT.

(4) The undertaker must not exercise the powers conferred by this Order to temporarily stop up streets or public rights of way under article 11 (temporary stopping up of streets, public rights of way and public rights of navigation), as applied by Schedule 6 (streets to be temporarily stopped up), Part 1 of Schedule 7 (public rights of way to be temporarily stopped up) and Part 2 of Schedule 7 (public rights of navigation to be temporarily suspended) so as to divert any right of access to or any right of navigation along the waterway but such right of access may be diverted with the consent of CRT.

(5) The undertaker must not exercise the powers conferred by this Order to abstract water from the waterway if either—

- (a) that abstraction substantially deviates (which for the purpose of this paragraph 18 means a deviation in angle greater than 20°) as compared to the angle of abstraction at 30 May 2017; or
- (b) the rate of abstraction increases beyond the licensed levels for the existing coal-fired power station as at 30 May 2017

unless such abstraction is with the consent of CRT.

(6) The consent of CRT pursuant to sub-paragraphs (1) to (4) must not be unreasonably withheld or delayed but may be given subject to reasonable terms and conditions which in the case of article 14 (discharge of water) may include conditions—

- (a) specifying the maximum volume water which may be discharged in any period; and
- (b) authorising CRT on giving reasonable notice (except in an emergency, when CRT may require immediate suspension) to the undertaker to require the undertaker to suspend the discharge of water or reduce the flow of water where this is necessary by reason of any operational or environmental requirement of CRT, to the extent that any discharge of water by the undertaker is into the waterway.

(7) The consent of CRT pursuant to sub-paragraph (5) must not be unreasonably withheld or delayed but may be given subject to reasonable terms and conditions including specifying the maximum velocity of the flow of water which may be abstracted at right angles to the waterway at any time.

Fencing

19. Where so required by the engineer the undertaker must to the reasonable satisfaction of the engineer fence off a specified work or a protective work or take such other steps as the engineer may require to be taken for the purpose of separating a specified work or a protective work from the waterway, whether on a temporary or permanent basis or both.

Survey of waterway

20.—(1) Before the commencement of the initial construction of any part of the specified works and again following practical completion of the specified works the undertaker must bear the reasonable and proper cost of the carrying out by a qualified engineer (the “surveyor”), to be approved by CRT and the undertaker, of a survey including a dip-survey to measure the depth of the waterway (“the survey”) of so much of the waterway and of any land and existing works of the undertaker which may provide support for the waterway as will or may be affected by the specified works.

(2) For the purposes of the survey the undertaker must—

- (a) on being given reasonable notice (save in case of emergency, when immediate access must be afforded) afford reasonable facilities to the surveyor for access to the site of the specified works and to any land and existing works of the undertaker which may provide support for the waterway as will or may be affected by the specified works; and
- (b) supply the surveyor as soon as reasonably practicable with all such information as he may reasonably require and which the undertaker holds with regard to such existing works of the undertaker and to the specified works or the method of their construction.

(3) The reasonable costs of the survey must include the costs of any dewatering or reduction of the water level of any part of the waterway (where reasonably required) which may be effected to facilitate the carrying out of the survey and the provisions of this Part of this Schedule will apply with all necessary modifications to any such dewatering or reduction in the water level as though the same were specified works.

(4) Copies of the survey must be provided to both CRT and the undertaker at no cost to CRT.

Approval of plans, protective works etc.

21.—(1) The undertaker must before commencing construction of any specified work including any temporary works supply to CRT proper and sufficient plans of that work, on CRT forms, and such further particulars available to it as CRT may within 14 days of the submission of the plans reasonably require for the approval of the engineer and must not commence such construction of a specified work until plans of that work have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if within 35 days after such plans (including any other particulars reasonably required under sub-paragraph (1)) have been received by CRT the engineer has not intimated his disapproval of those plans and the grounds of his disapproval he is deemed to have approved the plans as submitted.

(3) When signifying approval of the plans the engineer may specify on land held or controlled by CRT or the undertaker and subject to such works being authorised by the order or being development permitted by an Act of Parliament or general development order made under the 1990 Act—

- (a) any protective work (whether temporary or permanent) which in the reasonable opinion of the engineer should be carried out before the commencement of a specified work to prevent detriment; and
- (b) such other requirements as may be reasonably necessary to prevent detriment; and such protective works must be constructed by the undertaker or by CRT at the undertaker's request with all reasonable dispatch and the undertaker must not commence the construction of a specified work until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction such consent not to be unreasonably withheld or delayed.

(4) The undertaker must pay to CRT a capitalised sum representing the reasonably increased or additional cost of maintaining and, when necessary, renewing any works, including any permanent protective works provided under sub-paragraph (3) above, and of carrying out any additional dredging of the waterway reasonably necessitated by the exercise of any of the powers under this Order but if the cost of maintaining the waterway, or of works of renewal of the waterway, is reduced in consequence of any such works, a capitalised sum representing such reasonable saving is to be set off against any sum payable by the undertaker to CRT under this paragraph.

(5) In the event that the undertaker fails to complete the construction of, or part of, the specified works CRT may, if it is reasonably required in order to avoid detriment, serve on the undertaker a notice in writing requesting that construction be completed. Any notice served under this subparagraph must state the works that are to be completed by the undertaker and lay out a reasonable timetable for the works' completion. If the undertaker fails to comply with this notice within 35 days, CRT may construct any of the specified works, or part of such works, (together with any adjoining works) in order to complete the construction of, or part of, the specified works or make such works and the undertaker must reimburse CRT all costs, fees, charges and expenses it has reasonably incurred in carrying out such works.

Design of works

22.—(1) Without prejudice to its obligations under the foregoing provisions of this Part of this Schedule the undertaker must consult, collaborate and respond constructively to any reasonable approach, suggestion, proposal or initiative made by CRT on—

- (a) the design and appearance of the specified works, including the materials to be used for their construction; and
- (b) the environmental effects of those works; and must have regard to such views as may be expressed by CRT to the extent that these accord with the requirements of the local planning authority in response to such consultation pursuant in particular to the requirements imposed on CRT by section 22 (general environmental and recreational duties) of the British Waterways Act 1995 and to the interest of CRT in preserving and enhancing the environment of its waterways.

Notice of works

23. The undertaker must give to the engineer 30 days' notice of its intention to commence the construction of any of the specified or protective works, or, in the case of repair carried out in an emergency, such notice as may be reasonably practicable so that, in particular, CRT may where appropriate arrange for the publication of notices bringing those works to the attention of users of CRT's network.

Lighting

24. The undertaker must provide and maintain at its own expense in the vicinity of the specified or protective works such temporary lighting and such signal lights for the control of navigation as the engineer may reasonably require during the construction or failure of the specified or protective works.

Construction of specified works

25.—(1) Any specified or protective works must, when commenced, be constructed—

- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid and with any requirements made under paragraph 21 and paragraph 22;
- (b) under the supervision (if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little detriment as is reasonably practicable;
- (d) in such manner as to cause as little inconvenience as is reasonably practicable to CRT, its officers and agents and all other persons lawfully using the waterways, except to the extent that temporary obstruction has otherwise been agreed by CRT; and
- (e) in such a manner so as to ensure that no materials are discharged or deposited into the waterway otherwise than in accordance with article 14 (discharge of water).

(2) Nothing in this Order authorises the undertaker to make or maintain any permanent works in or over the waterway so as to impede or prevent (whether by reducing the width of the waterway or otherwise) the passage of any vessel which is of a kind (as to its dimensions) for which CRT is required by section 105(1)(b) and (2) of the Transport Act 1968 to maintain the waterway.

(3) Following the completion of the construction of the specified works the undertaker must restore the waterway to a condition no less satisfactory than its condition immediately prior to the commencement of those works unless otherwise agreed between the undertaker and CRT.

(4) In assessing whether the condition of the waterway is no less satisfactory than immediately prior to the works pursuant to sub-paragraph (3), CRT and the undertaker must take account of any survey issued pursuant to paragraph 20 and any other information agreed between them pursuant to this Part 3 of this Schedule.

Prevention of pollution

26. The undertaker must not in the course of constructing a specified work or a protective work or otherwise in connection therewith do or permit anything which may result in the pollution of the waterway or the deposit of materials therein and must take such steps as the engineer may reasonably require to avoid or make good any breach of its obligations under this paragraph.

Access to work – provision of information

27.—(1) The undertaker on being given reasonable notice must—

- (a) at all reasonable times allow reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

(2) CRT on being given reasonable notice must—

- (a) at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by CRT under this Part of this Schedule during their construction; and
- (b) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them and the undertaker must reimburse CRT's reasonable costs in relation to the supply of such information.

Alterations to the waterway

28.—(1) If during the construction of a specified work or a protective work or during a period of twenty four (24) months after the completion of those works any alterations or additions, either permanent or temporary, to the waterway are reasonably necessary in consequence of the construction of the specified work or the protective work in order to avoid detriment, and CRT gives to the undertaker reasonable notice of its intention to carry out such alterations or additions

(which must be specified in the notice), the undertaker must pay to CRT the reasonable costs of those alterations or additions including, in respect of any such alterations or additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by CRT in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If the cost of maintaining, working or renewing the waterway is reduced in consequence of any such alterations or additions a capitalised sum representing such saving is to be set off against any sum payable by the undertaker to CRT under this paragraph.

Maintenance of works

29. If at any time after the completion of a specified work or a protective work, not being a work vested in CRT, CRT gives notice to the undertaker informing it that it reasonably considers that the state of maintenance of the work appears to be such that the work is causing or likely to cause detriment, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put the work in such state of maintenance as not to cause such detriment.

Repayment of CRT's fees, etc.

30.—(1) The undertaker must repay to CRT in accordance with the Code of Practice all fees, costs, charges and expenses reasonably incurred by CRT—

- (a) in constructing any protective works under the provisions of paragraph 21(3)(a);
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction or repair of a specified work and any protective works;
- (c) in respect of the employment during the construction of the specified works or any protective works of any inspectors, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting any waterway and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works or any protective works; and
- (d) in bringing the specified works or any protective works to the notice of users of CRT's network.
- (e) in constructing and/or carrying out any measures related to any specified works or protective works which are reasonably required by CRT to ensure the safe navigation of the waterway save that nothing is to require CRT to construct and/or carry out any measures.

(2) If CRT considers that a fee, charge, cost or expense will be payable by the undertaker pursuant to sub-paragraph (1), CRT will first provide an estimate of that fee, charge, cost or expense and supporting information in relation to the estimate to the undertaker along with a proposed timescale for payment for consideration and the undertaker may, within a period of twenty-one days—

- (a) provide confirmation to CRT that the estimate is agreed and pay to CRT, by the date stipulated, that fee, charge, cost or expense; or
- (b) provide confirmation to CRT that the estimate is not accepted along with a revised estimate and a proposal as to how or why the undertaker considers that the estimate can be reduced and or paid at a later date.

(3) CRT must take in to account any representations made by the undertaker in accordance with this paragraph 30 and must, within twenty-one days of receipt of the information pursuant to sub-paragraph (1), confirm the amount of the fee, charge, cost or expense to be paid by the undertaker (if any) and the date by which this is to be paid.

(4) CRT must, when estimating and incurring any charge, cost or expense pursuant this paragraph 30, do so with a view to being reasonably economic and acting as if CRT were itself to fund the relevant fee, charge, cost or expense.

Costs of alterations, etc.

31. Any additional expenses which CRT may reasonably incur in altering, reconstructing or maintaining the waterway under any powers existing at the date when this Order was made by reason of the existence of a specified work must, provided that 56 days' notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to CRT.

Making good of detriment; compensation and indemnity, etc.

32.—(1) If any detriment is caused by the construction or failure of the specified works or the protective works if carried out by the undertaker, the undertaker (if so required by CRT) must make good such detriment and must pay to CRT all reasonable expenses to which CRT may be put, and compensation for any loss which CRT may sustain, in making good or otherwise by reason of the detriment.

(2) The undertaker must be responsible for and make good to CRT all costs, charges, damages, expenses and losses not otherwise provided for in this Part of this Schedule which may be occasioned to and reasonably incurred by CRT—

- (a) by reason of the construction of a specified work or a protective work or the failure of such a work; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction of a specified work or protective work; and subject to sub-paragraph (4) the undertaker must effectively indemnify and hold harmless CRT from and against all claims and demands arising out of or in connection with any of the matters referred to in paragraphs (a) and (b) (provided that CRT is not entitled to recover any consequential losses which are not reasonably foreseeable from the undertaker).

(3) The fact that any act or thing may have been done by CRT on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision or in accordance with any directions or awards of an arbitrator is not to (if it was done without negligence on the part of CRT or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this paragraph.

(4) Nothing in sub-paragraph (2) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or wilful default of CRT, its officers, servants, contractors or agents.

(5) CRT must give the undertaker reasonable notice of any such claim or demand as aforesaid and no settlement or compromise of such a claim or demand is to be made without the prior consent of the undertaker.

Arbitration

33. Any difference arising between the undertaker and CRT under this Part of this Schedule (other than a difference as to the meaning or construction of this Part of this Schedule) must be referred to and settled by arbitration in accordance with article 41 (arbitration) of this Order.

Capitalised sums

34. Any capitalised sum which is required to be paid under this Part of this Schedule must be calculated by multiplying the cost of the maintenance or renewal works to the waterway necessitated as a result of the operation of the authorised development by the number of times that the maintenance or renewal works will be required during the operation of the authorised development.

SCHEDULE 13

Article 34

DEEMED MARINE LICENCE UNDER PART 4 (MARINE LICENSING) OF THE MARINE AND COASTAL ACCESS ACT 2009

PART 1

INTRODUCTION

1.—(1) In this licence—

“the 2008 Act” means the Planning Act 2008;

“the 2009 Act” means the Marine and Coastal Access Act 2009;

“authorised development” means the development described in Part 1 of Schedule 1 and any other development authorised by the Order that is development within the meaning of section 32 of the 2008 Act;

“authorised project” means the authorised development;

“the English inshore region” has the same meaning as that given in section 322 (interpretation) of the 2009 Act;

“licence holder” means the undertaker and any agent, contractor or sub-contractor acting on its behalf;

“licensable marine activities” means any activity licensable under section 66 of the 2009 Act;

“licensed activity” means any activity described in Part 2 of this licence;

“maintain” includes inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace and improve to the extent that such activities have been assessed in the environmental statement and “maintenance” and “maintaining” are to be construed accordingly;

“mean high water spring tide” means the highest level which spring tides reach on average over a period of time;

“MMO” means the Marine Management Organisation;

“river” means for the purposes of this Schedule 13 the areas of Work No. 4 which are below mean high water spring tide within the River Aire;

“Order” means The Eggborough CCGT (Generating Station) Order [x];

“Order land” means the land delineated and marked as such on the land plans;

“the Order limits” means the limits shown on the works plans within which the authorised development may be carried out;

“undertaker” means Eggborough Power Limited (registered company number 03782700);

“Work No. 4” means cooling water connection works, comprising works to the existing cooling water supply and discharge pipelines and intake and outfall structures, including, as necessary, new, upgraded or replacement pipelines, plant, buildings, enclosures and structures, and underground electrical supply cables, transformers and control systems cables,

Addresses

2.—(1) Unless otherwise advised in writing by the MMO, the address for postal correspondence with the MMO for the purposes of this Schedule is the Marine Management Organisation, Marine Licensing Team, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH, telephone 0300 123 1032 and where contact to the local MMO office is required, the following contact details should be used: Marine Management Organisation, Room 13, Crosskill House, Mil Lane, Beverley, HU17 9JB, telephone 0208 026 0519.

(2) Unless otherwise advised in writing by the MMO, the address for electronic communication with the MMO for the purposes of this licence is marine.consent@marinemangement.org.uk or where contact to the local MMO office is required is beverley@marinemangement.org.uk.

PART 2

LICENSED ACTIVITIES

3.—(1) Subject to the licence conditions in Part 3 of this licence, this licence authorises the licence holder to carry out any licensable marine activities under section 66(1) of the 2009 Act which—

- (a) form part of, or are related to, the authorised project; and
- (b) are not exempt from requiring a marine licence by virtue of any provision made under section 74 of the 2009 Act.

(2) Such activities are authorised in relation to the construction, maintenance and operation of—

- (a) Work No. 4 — works including the installation and removal of a cofferdam and works to the existing cooling water discharge structure, including, as necessary, upgraded or replacement pipelines and structures.

(3) The activity set out in sub-paragraph (2)(a) is authorised in relation to the construction, maintenance and operation of those elements of Work No. 4 of Schedule 1 (authorised development) of this Order as defined in paragraph 1 of this schedule, and any further associated development listed in items (a) to (m) in Schedule 1 in connection with Work No. 4, which fall within the English inshore region.

(4) The undertaker (and any agent, contractor or subcontractor acting on its behalf) may engage in the licensed activities in—

- (a) the area bounded by the coordinates set out in Table 12 in this sub-paragraph; and
- (b) if there is a change in mean high water springs during the construction, maintenance and operation of the licensed activities, the area bounded by the coordinates set out in Table 13 in this sub-paragraph to the extent that they fall below mean high water spring tide at the time the licensed activities are carried out.

(5) The coordinates in Table 12 and Table 13 are defined in accordance with reference system WGS84 –World Geodetic System 1984.

Table 12

<i>Work No.</i>	<i>Easting</i>	<i>Northing</i>
4	624397.000	5953948.000
	624393.000	5953940.000
	624387.000	5953937.000
	624378.000	5953936.000
	624368.000	5953936.000
	624363.000	5953938.000
	624355.000	5953938.000
	624347.000	5953943.000
	624345.000	5953943.000
	624342.000	5953946.000
	624335.000	5953951.000
	624326.000	5953957.000
	624318.000	5953963.000
	624327.000	5953980.000

Table 13

<i>Work No.</i>	<i>Easting</i>	<i>Northing</i>

4	624397.000	5953948.000
	624384.000	5953924.000
	624312.000	5953951.000
	624326.000	5953979.000

PART 3

CONDITIONS

General

4. Should the licence holder become aware that any of the information on which the granting of this deemed marine licence was based has changed or is likely to change, the licence holder must notify the MMO at the earliest opportunity and failure to do so may render this licence invalid and may lead to enforcement action.

5. Any oil, fuel or chemical spill within the marine environment must be reported to the MMO Marine Pollution Response Team within 12 hours of being identified in accordance with the following—

- (a) within office hours: 0300 200 2024;
- (b) outside office hours: 07770 977 825; or
- (c) at all times if other numbers are unavailable: 0845 051 8486 or dispersants@marinemanagement.org.uk

6.—(1) Where the licensed activities are to be carried out in the area bounded by the coordinates in Table 13 and any part of that area is below mean high water springs, the licence holder must submit to the MMO for approval an assessment not less than 10 weeks prior to commencing the licensed activities.

(2) The assessment submitted pursuant to sub-paragraph (1) must contain as a minimum clear designs for works together with an assessment of the bank stability, the impacts of the proposed works on the hydromorphology of the river and how the proposed solution will be resilient to any future bank erosion.

Pre-Construction

7.—(1) The licence holder must submit a method statement to the MMO at least 6 weeks prior to the proposed commencement of the licensed activities.

(2) The licensed activities must not commence until written approval is provided by the MMO.

8. The licence holder must inform the MMO in writing of the intended start date and the likely duration of licensed activities on a site at least ten working days prior to the commencement of the first licensed activity on that site.

9. A notice to mariners must be issued prior to activities commencing and a copy sent to the MMO within five working days of issue.

10.—(1) The licence holder must notify the MMO in writing of any agents, contractors or subcontractors that will carry on any licensed activity listed in this licence on behalf of the licence holder. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity.

(2) The licence holder must ensure that a copy of this licence and any subsequent revisions or amendments has been provided to, read and understood by any agents, contractors or subcontractors that will carry on the licensed activity on behalf of the licence holder.

11.—(1) The licence holder must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in this licence on behalf of the licence holder. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed

activity. Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company.

(2) The licence holder must ensure that a copy of this licence and any subsequent revisions or amendments has been read and understood by the masters of any vessel being used to carry on any licensed activity listed in this licence, and that a copy of this licence is held on board any such vessel.

During Construction, Operation and Maintenance

12. The licence holder must ensure that any coatings and treatments used are approved by the Health and Safety Executive as suitable for use in the marine environment and are used in accordance with Environment Agency Pollution Prevention Control Guidelines.

13. The storage, handling, transport and use of fuels, lubricants, chemicals and other substances must be undertaken so as to prevent releases into the marine environment including bunding of 110% of the total volume of all reservoirs and containers.

14. The licence holder must not discharge waste concrete slurry or wash water from concrete or cement into the river. The licence holder must site concrete and cement mixing and washing areas at least 10 metres from the river or surface water drain to minimise the risk of run off entering the river.

15.—(1) Vibro piling must be used as standard, with percussive piling only used if required to drive a pile to its design depth. If percussive piling is necessary soft-start procedures must be used to ensure incremental increase in pile power over a set time period until full operational power is achieved.

(2) The soft-start duration must be a period of not less than twenty minutes.

(3) Should piling cease for a period greater than ten minutes, then the soft start procedure must be repeated.

16. If concrete is to be sprayed suitable protective sheeting must be provided to prevent rebounded or windblown concrete from entering the water environment. Rebounded material must be cleared away before the sheeting is removed.

17. During licensed activities all wastes must be stored in designated areas that are isolated from surface water drains, open water and banded to contain any spillage.

Post Construction

18. The licence holder must ensure that any equipment, temporary structures, waste and debris associated with the works are removed within six weeks of completion of the licensed activity.

19. The licence holder must ensure that the MMO local Marine Office is notified of the completion of works and operations within ten days following the completion of the works.

SCHEDULE 14

DESIGN PARAMETERS

Requirement 5

PART 1

SINGLE SHAFT PARAMETERS

1. The maximum parameters for the buildings and structures for the single shaft layout are set out at table 14.

2. The maximum parameters and grid reference location of the combined cycle gas turbine stacks are set out in table 15.

3. The finished ground level in respect of Work No. 1 is between 7.9 metres AOD and 9.9 metres AOD.

Table 14

(1) <i>Component</i>	(2) <i>Maximum length (m)</i>	(3) <i>Maximum width (m)</i>	(4) <i>Maximum height (m)</i>	(5) <i>Maximum diameter (m)</i>
Gas turbine hall building	76	76	30	-
Heat recovery steam generator	63	28	50	-
Electrical building near heat recovery steam generator	30	27	10	-
Combine cycle gas turbine air intake filters (each)	24	16	30	-
Electrical building near air intake filter	39	16	10	-
Generator transformer	30	24	15	-
Feed water pump building	64	23	20	-
Demineralise d water treatment plant, fire pumps and laboratory	57	33	20	-
Demineralise d water	-	-	20	25

storage tank				
Gas reception facility	65	52	5	-
Gas compressors	50	20	10	-
Auxiliary boiler	30	15	20	-
Auxiliary boiler stacks (each)	-	-	25	1.5
Combined cycle gas turbine	19	9	8	-
standby diesel generators				
Continuous emissions monitoring system	10	3	3	-
container				
Cooling towers (each)	240	27	25	-
Cooling water electrical module	15	6	10	-
Cooling water pumps	30	15	8	-
Cooling water sampling and dosing plant	19	11	8	-
Peaking plant building	103	65	30	-
Peaking plant stack(s) (each) (open cycle gas turbine)	-	-	45	8
Peaking plant stack(s) (each) (gas engine)	-	-	28	1.3
Black start facility	55	43	30	-
Black start facility stack(s) (each) (open cycle gas turbine)	-	-	45	2.5
Black start facility stack(s) (each) (gas engine)	-	-	25	1.3
Diesel tank for black start	-	-	12	4

diesel generator				
Electrical control room and administration building	85	24	20	-
Electrical substation	40	17	15	-
Workshop and stores	51	20	12	-
Raw and fire water tank	-	-	20	25
Gas bottle stores (each)	17	5	3	-
Closed-circuit cooling water coolers	15	10	10	-
Waste water treatment plant	55	28	20	-
Firewater and stormwater retention basins	110	50	0	-
Gatehouse	12	12	5	-

Table 15

(1) Component	(2) Grid reference of centre point of each stack (using reference system OSGB36 - Ordnance Survey Great Britain 1936)	(3) Maximum diameter of each stack (m)	(4) Top of each stack in mAOD
Combined cycle gas turbine stack	First stack— 457600 423933 Second Stack— 457593 423944 Third Stack— 457587 423933	9.6	99.9

PART 2

MULTI-SHAFT PARAMETERS

4. The maximum parameters for the buildings and structures for the multi shaft layout are set out at table 16.

5. The maximum parameters and grid reference location of the combined cycle gas turbine stacks are set out in table 17.

6. The finished ground level in respect of Work No. 1 is between 7.9 metres AOD and 9.9 metres AOD.

Table 16

(1) <i>Component</i>	(2) <i>Maximum length (m)</i>	(3) <i>Maximum width (m)</i>	(4) <i>Maximum height (m)</i>	(5) <i>Maximum diameter (m)</i>
Gas turbine hall building	76	76	30	-
Steam turbine hall building	64	54	30	-
Heat recovery steam generator	63	28	50	-
Electrical building near heat recovery steam generator	30	27	10	-
Combine cycle gas turbine air intake filters (each)	24	16	30	-
Electrical building near air intake filter	24	16	10	-
Generator transformer	21	20	15	-
Feed water pump building	54	26	20	-
Demineralise d water treatment plant, fire pumps and laboratory	57	33	20	-
Demineralise d water storage tank	-	-	20	25
Gas reception facility	65	52	5	-
Gas compressors	50	20	10	-
Auxiliary boiler	30	15	20	-
Auxiliary boiler stacks (each)	-	-	25	1.5
Combined	19	9	8	-

cycle gas turbine standby diesel generators				
Continuous emissions monitoring system container	10	3	3	-
Cooling towers (each)	240	27	30	-
Cooling water electrical module	15	6	10	-
Cooling water pumps	30	15	8	-
Cooling water sampling and dosing plant	19	11	8	-
Peaking plant building	103	65	30	-
Peaking plant stack(s) (each) (open cycle gas turbine)	-	-	45	8
Peaking plant stack(s) (each) (gas engine)	-	-	28	1.3
Black start facility	55	43	30	-
Black start facility stack(s) (each) (open cycle gas turbine)	-	-	45	2.5
Black start facility stack(s) (each) (gas engine)	-	-	25	1.3
Diesel tank for black start diesel generator	-	-	12	4
Electrical control room and administration building	85	24	20	-
Electrical substation	35	15	15	-
Workshop and stores	51	20	12	-

Raw and fire water tank	-	-	20	25
Gas bottle stores (each)	17	5	3	-
Closed-circuit cooling water coolers	15	10	10	-
Waste water treatment plant	55	28	20	-
Firewater and stormwater retention basins	110	50	0	-
Gatehouse	12	12	5	-

Table 17

<i>(1)</i> <i>Component</i>	<i>(2)</i> <i>Grid reference of centre point of each stack (using reference system OSGB36 - Ordnance Survey Great Britain 1936)</i>	<i>(3)</i> <i>Maximum diameter of each stack (m)</i>	<i>(4)</i> <i>Top of each stack in mAOD</i>
Combined cycle gas turbine stack	First stack— 457600 423933 Second Stack— 457593 423944 Third Stack— 457587 423933	9.6	99.9

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises Eggborough Power Limited (referred to in this Order as the undertaker) to construct, operate and maintain a gas fired electricity generating station. The Order would permit the undertaker to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

This Order also grants a deemed marine licence under Part 4 of the Marine and Coastal Access Act 2009.

A copy of the Order plans and the book of reference mentioned in this Order and certified in accordance with article 38 of this Order (certification of plans, etc.) may be inspected free of charge during working hours at [●].

necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for Cadent’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” shall 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;

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

“rights” shall 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 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 sub-paragraph 24(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 24(2) or otherwise; and/or
- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (Cadent’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of Cadent High pressure Gas pipelines and associated installation requirements for third parties GD/SP/SSW/22”); and

“undertaker” means the undertaker as defined in article 2(1) of this Order.

On Street Apparatus

20.—(1) Except for paragraphs 21 (apparatus in stopped up streets), 26 (retained apparatus : protection of Cadent), 27 (expenses) and 28 (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 (street works in England and Wales) of the 1991 Act.

(2) Paragraph 24 and 25 of this Schedule shall 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 the existing adopted public highway.

Apparatus of Cadent in stopped up streets

21.—(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 13 (permanent stopping up and restriction of use 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 shall affect any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 24.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 12 (temporary stopping up 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 32(2) to (7) to the Order which shall not apply to Cadent.

Protective works to buildings

22.—(1) The undertaker, in the case of the powers conferred by article 18 (protective work 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, the undertaker must bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and, subject to sub-paragraph (2), shall—

- (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 notice of any claim or demand as aforesaid and no settlement, admission of liability or compromise thereof shall be made by Cadent, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

23.—(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.

(2) As a condition of agreement between the parties in sub-paragraph 23(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.

(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 shall prevail.

(4) Any agreement or consent granted by Cadent under paragraph 26 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph 23(1).

(5) As a condition of an agreement between the parties in sub-paragraph 23(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 release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where an undertaker acquires land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 24 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

24.—(1) If, in the exercise of the agreement reached in accordance with paragraph 23 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 reasonable 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 sub-paragraph 25(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).

(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 shall not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

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

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3), then proceed without unnecessary delay to construct and bring into operation the alternative

apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph 25(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 33 (arbitration) of this Part of this Schedule and the arbitrator shall make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

26.—(1) Not less than 56 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.

(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.

(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 satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement

(8) If Cadent, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 18 to 20 and 23 to 25 apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 24(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the 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.

(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—

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with the Cadent's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of Cadent High pressure Gas pipelines and associated installation requirements for third parties SPGD/SP /SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall 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 27.

Expenses

27.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand all charges, costs and expenses reasonably anticipated or reasonably incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised 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 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 sub-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 sub-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.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 33 (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 in the circumstances (or it would be unlawful due to a statutory or regulatory change) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to Cadent in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

28.—(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 demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply;

(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs properly 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) shall 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;

(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 of the Planning Act 2008 or article 8 (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-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 28; and

(c) any indirect or consequential loss of any third party arising from any such damage or interruption, which is not reasonably foreseeable.

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

(5) The undertaker confirms that:

(a) it is a self-insuring body, bound by the guidance set out in the HM Treasury Handbook "Managing Public Money";,

(b) it holds a certificate of exemption under which the Secretary of State exempts it from any obligation to maintain Employers Liability Insurance but it shall be under an obligation to effect and maintain any insurance it is required to hold by statute or law unless an appropriate certificate of exemption is held;

(c) if, at any time, it ceases to comply with (a) or (b) above it will immediately notify Cadent in writing, shall forthwith put into place the acceptable insurance and shall then maintain that acceptable insurance for the construction period of the authorised works; and

(d) its response to any indemnity provided under this Part of this Schedule will not be reduced in anyway and any claim shall not be prejudiced because of the undertaker's self-insuring strategy.

(6) In the event that the undertaker fails to comply with paragraph 28(5) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent Cadent from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction Cadent must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which

the indemnity under this paragraph applies and if reasonably requested to do so by the undertaker Cadent must provide an explanation of how the claim has been minimised.

Enactments and agreements

29. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

30.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under sub-paragraph 24(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 26, the undertaker shall 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 shall 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 Cadent or the taking of action by Cadent, it must not be unreasonably withheld or delayed.

Access

31. If in consequence of the agreement reached in accordance with sub-paragraph 23(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

32. Save for differences or disputes arising under sub-paragraphs 24(2) 24(4) and 26(11) any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 43 (arbitration).

Notices

33. The plans submitted to Cadent by the undertaker pursuant to sub-paragraph 26(1) must be sent to Cadent Gas Limited Plant Protection at plantprotection@cadentgas.com or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker.



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Our Ref: EN010081

20 September 2018

Dear Sir or Madam,

PLANNING ACT 2008

**APPLICATION FOR THE EGGBOROUGH COMBINED CYCLE GAS TURBINE
(GENERATING STATION) ORDER**

I. Introduction

1.1 I am directed by the Secretary of State for Business, Energy and Industrial Strategy ("the Secretary of State") to advise you that consideration has been given to the report dated 27 June 2018 of the Examining Authority ("the ExA"), Richard Allen B.Sc(Hons) PGDip MRTPI, who conducted an examination into the application ("the Application") submitted on 30 May 2017 on behalf of Eggborough Power Limited ("the Applicant") for a Development Consent Order ("the Order") under section 37 of the Planning Act 2008 ("the 2008 Act") for the Eggborough Combined Cycle Gas Turbine ("CCGT") Generating Station ("the Development").

1.2 The Application was accepted for examination on 27 June 2017. The examination began on 27 September 2017 and was completed on 27 March 2018.

1.3 The Order, as applied for, would grant development consent for the construction and operation of a CCGT generating station of up to 2,500 megawatts ("MW") on land located at the existing Eggborough Coal-Fired Power Station site near Selby in North Yorkshire.

1.4 The Development would comprise:

- An electricity generating station located on land at the existing Eggborough Power Station site, fuelled by natural gas and with a gross output of up to 2500 MW; a peaking and black start plant with a combined gross output of up to 299 MW; and cooling infrastructure;

- Temporary construction and laydown area involving the infilling of an existing on-site lagoon, and reserve space for carbon capture readiness;
- Works to the existing National Grid Electricity Transmission (“NGET”) sub-station including underground and overground electrical cables, replacement equipment and connections to busbars;
- Works to replace the existing cooling water intake and discharge infrastructure from the River Aire;
- Works to replace the existing groundwater and towns water supply connections;
- Installation of a high-pressure gas supply pipeline to link the proposed CCGT to the National Grid Gas Feeder pipeline;
- Installation of an above-ground installation for both the Applicant and National Grid Gas at the gas pipeline connection point;
- Landscaping and biodiversity enhancements;
- Surface water drainage works from the site to Hensall Dyke utilising an existing connection; and
- Vehicular, pedestrian and cycle access works.

1.5 Published alongside this letter on the Planning Inspectorate’s website¹ is a copy of the ExA’s Report of Findings and Conclusions and Recommendation to the Secretary of State (“the ExA Report”). The ExA’s findings and conclusions are set out in Chapters 4 to 8 of the ExA Report, and the ExA’s summary of conclusions and recommendation is at Chapter 9.

II. Summary of the ExA’s Report and Recommendation

2.1 The principal issues considered during the Examination on which the ExA has reached conclusions on the case for development consent are set out in the ExA Report under the following broad headings:

- Legal and Policy Context, including the relevant National Policy Statements, European and Local planning policy (Chapter 3);
- Finding and Conclusions in relation to policy and factual issues, which includes consideration of: Sources of Information; Environmental Impact Assessment (“EIA”) Methodology; the need for the proposed development and examination of alternatives; Agriculture and Socio-Economics; Air Quality and Emissions; Archaeology and Historic Environment; Biodiversity and Ecology; Carbon Capture Storage Readiness; Combined Heat and Power Readiness; Flooding and Water; Land Contamination and Ground Conditions; Landscape and Visual; Noise and Vibration; Statutory Nuisance and Human Health; Sustainability and Climate Change; Traffic and Transport; Waste Management; Cumulative and Combined Effects; and the existing Coal-fired Power Station (Chapter 4);
- Findings and Conclusions in Relation to the Habitats Regulations (Chapter 5);

¹ <https://infrastructure.planninginspectorate.gov.uk/projects/yorkshire-and-the-humber/eggborough-ccgt/>

- The ExA's Conclusion on the Case for Development Consent (Chapter 6);
- Compulsory Acquisition and Related Matters (Chapter 7); and
- Draft Order and Related Matters, including the Deemed Marine Licence ("DML") and other Legal Agreements and related documents (Chapter 8).

2.2 For the reasons set out in the Summary of Findings and Conclusions (Chapter 9) of the ExA Report, the ExA recommends that the Order be made, as set out in Appendix D to the ExA Report [ER 9.1.10].

III. Summary of the Secretary of State's Decision

3.1 The Secretary of State has decided under section 114 of the 2008 Act to make, with modifications, an Order granting development consent for the proposals in the Application. This letter is the statement of reasons for the Secretary of State's decision for the purposes of section 116 of the Planning Act 2008 and regulation 23(2)(d) of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 ("the 2009 Regulations") – which apply to this application by operation of regulation 37(2) of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017.

IV. Secretary of State's Consideration of the Application

4.1 The Secretary of State has considered the ExA Report and all other material considerations, including the further representations received after the close of the ExA's examination from the Applicant and the Crown Estate both dated 20 August 2018 in response to BEIS's consultation letter dated 9 July 2018². The Secretary of State's consideration of the ExA Report and further representations is set out in the following paragraphs. All numbered references, unless otherwise stated, are to paragraphs of the ExA Report.

4.2 The Secretary of State has had regard to the joint Local Impact Report ("LIR") as submitted by North Yorkshire County Council ("NYCC") and Selby District Council ("SDC") [ER 3.10 and ER 4.2.5 – ER 4.2.6], the Development Plan [ER 3.11 and ER 4.2.7 – ER 4.2.9], environmental information as defined in Regulation 2(1) of the 2009 Regulations and to all other matters which are considered to be important and relevant to the Secretary of State's decision as required by section 104 of the 2008 Act. In making the decision, the Secretary of State has complied with all applicable legal duties and has not taken account of any matters which are not relevant to the decision.

4.3 The Secretary of State notes nineteen relevant representations were made by statutory and non-statutory authorities, utility providers, NYCC and SDC, Hensall Parish Council and local residents [ER 4.2.1]. Written Representations, responses to questions and oral submissions made during the Examination were also taken into account by the ExA. Except as indicated otherwise in the paragraphs below, the Secretary of State agrees with the findings, conclusions and recommendations of the

² [https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010081/EN010081-001480-Eggborough%20CCGT%20Consultation%20Letter%20Dated%209%20July%202018%20\(2\).pdf](https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010081/EN010081-001480-Eggborough%20CCGT%20Consultation%20Letter%20Dated%209%20July%202018%20(2).pdf)

ExA as set out in the ExA Report, and the reasons for the Secretary of State's decision are those given by the ExA in support of his conclusions and recommendations.

Need for the Proposed Development and Examination of Alternatives

4.4 After having regard to the comments of the ExA set out in Chapter 3 (ER 3.3] of the ExA Report, and in particular the conclusions on the case for development consent in Chapter 4.5, the Secretary of State is satisfied that in the absence of any adverse effects which are unacceptable in planning terms, making the Order would be consistent with energy National Policy Statements ("NPS") EN-1 (the Overarching NPS for Energy), EN-2 (the NPS for Fossil Fuel Electricity Generating Infrastructure), EN-4 (the NPS for Gas Supply Infrastructure and Gas and Oil Pipelines) and EN-5 (the NPS for Electricity Networks Infrastructure). Taken together, these NPSs set out a national need for development of new nationally significant electricity generating infrastructure of the type proposed by the Applicant. The Secretary of State notes that the ExA is satisfied that alternative options for the siting of the proposed CCGT and route corridor for Work No.6 (gas pipeline) were rigorously tested by the Applicant and that the requirements of NPS EN-1 and the EIA Regulations in this regard have been met [ER 4.5.13].

Carbon Capture Readiness ("CCR")

4.5 As set out in NPSs EN-1 and EN-2, all commercial scale fossil fuel generating stations with a generating capacity of 300MW or more have to be 'Carbon Capture Ready'. Applicants are required to demonstrate that their proposed development complies with guidance issued by the Secretary of State in November 2009³ or any successor to it.

4.6 The Secretary of State notes that the Application was accompanied by a Carbon Capture Storage and Carbon Capture Readiness Statement, which also included an economic assessment and information on Carbon storage and transport. It is also noted that the Environment Agency ("EA") were consulted and concluded there are no foreseeable barriers to carbon capture with regard to space and, following clarification by the Applicant during the Examination, confirmed that it had no concerns in respect of CCR matters and that provision for CCR is adequately secured through Requirements 31 and 32 of the Order. The Statement of Common Ground between the Applicant and NYCC/SDC also agrees that the Development complies with the relevant regulations and guidance [ER 4.10.3 -4.10.4]. No written questions were posed by the ExA during the Examination on this matter [ER 4.10.5].

4.7 The Secretary of State is satisfied with the ExA's assessment of this particular issue, and conclusion that the Development adequately makes provision for CCR,

³ Carbon Capture Readiness A guidance note for Section 36 Applications URN09D/810
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/43609/Carbon_capture_readiness_-_guidance.pdf

accords with all legislation and policy requirements, and that CCR is adequately provided for and secured in its recommended Order [ER 4.10.6].

Combined Heat and Power (“CHP”)

4.8 NPS EN-1 requires that applications for thermal generation stations under the Planning Act 2008 should either include CHP, or evidence that opportunities for CHP have been explored where the proposal is for a generating station without CHP. The Secretary of State notes that the Application was accompanied by a CHP Assessment which concludes that the provision of heat or steam is not viable at this stage. However, the CHP assessment demonstrates that the proposed Development meets the “Best Available Techniques” tests and will be designed and built as CHP Ready to supply any identified viable heat load up to a potential maximum of 33MWth and sufficient to meet the identified load of 21MWth [ER 4.11.3]. The Statements of Common Ground between the Applicant and the Environment Agency (“EA”) and the Applicant and NYCC/SDC agree that the proposed Development would be CHP ready, which would be secured by Requirement 28 of the recommended Order [ER 4.11.5].

4.9 The Secretary of State is satisfied with the ExA’s conclusion that the proposed Development adequately makes provision for CHP, accords with all legislation and policy requirements and CHP is adequately provided for and secured in the recommended Order [ER 4.11.7].

V. Biodiversity and Habitats

5.1 The Development is not directly connected with or necessary to the management of any European Site. Therefore, under Regulation 63 of The Conservation Of Habitats And Species Regulations 2017 (“the Habitats Regulations”), the Secretary of State is required to consider whether the Development would be likely, either alone or in-combination with other plans and projects, to have a significant effect on a European site. If likely significant effects cannot be ruled out, then the Secretary of State must undertake an Appropriate Assessment (“AA”) addressing the implications for the European Site in view of its conservation objectives. In light of any such assessment, the Secretary of State may grant development consent only if it has been ascertained that the Development will not, either on its own or in-combination with other plans and projects, adversely affect the integrity of such a site, unless there are no feasible alternative or imperative reasons of overriding public interest apply. The complete process of assessment is commonly referred to as a Habitats Regulations Assessment (“HRA”).

5.2 In undertaking the HRA, the Secretary of State considered the following European Sites:

- Skipwith Common Special Area of Conservation (SAC);
- Thorne Moor SAC;
- Hatfield Moor SAC;
- Humber Estuary SAC;

- Humber Estuary Special Protection Area (SPA);
- Humber Estuary Ramsar;
- Strensall Common SAC; and
- North York Moors SAC.

5.3 All of the above listed sites were thought to either have the potential to be impacted by the Development through changes to surface water or changes to air quality. However, on the basis of the information submitted as part of the Application, the Secretary of State has concluded that the Development, alone and in-combination is not likely to have a significant effect on the on the above listed sites. This is with the exception of the Thorne Moor SAC; at this site air emissions from the operational Development are expected to contribute to increased Nutrient Nitrogen Deposition.

5.4 To assess this effect further, the Secretary of State undertook an Appropriate Assessment. This assessment focused on the effect of the increase in Nutrient Nitrogen Deposition on the site's qualifying feature ('degraded raised bogs still capable of natural regeneration'). The assessment noted that the level of Nutrient Nitrogen Deposition at this site (and many other European Sites) already exceeds the measures established for the protection of vegetation, known as Critical Loads or Critical Levels. However, on the basis that the contribution from the Development, in-combination with other plans and projects, would result in no measurable change to the protected bog habitat, the Secretary of State has concluded that the Development, alone and in-combination with other plans and projects, will not have an adverse effect on the protected bog feature, and therefore the integrity of the Thorne Moor SAC. This conclusion is supported by Natural England, the Government's Statutory Nature Conservation Advisor.

VI. Other Matters

Deemed Marine Licence Environmental Permit, and other consents, licences and permits

6.1 The Secretary of State notes that Schedule 13 of the Order is the Deemed Marine Licence ("DML") under the Marine and Coastal Act 2009 for cooling water and gas connections within the tidal section of the River Aire. The Marine Management Organisation ("MMO") submitted a number of written representations during the examination. It is understood that the MMO's principal concern had been in relation to the wording of part 2, paragraph (3)(4)(b) of the Applicant's draft DML, which they considered would have allowed the Applicant to undertake the proposed Development over a wider (and unassessed) area than indicated in the indicative DML Co-Ordinates [ER 8.8.3]. However, it is noted that revised wording was subsequently agreed within the Statement of Common Ground between the Applicant and the MMO [ER 8.8.5]. The revised wording has been included in the recommended Order and the Secretary of State agrees with the ExA that its inclusion in the Order adequately protects the interests and functions of the MMO [ER 8.8.6].

6.2 It is noted from the EA's Statement of Common Ground [REP3-008] submitted at Examination Deadline 3 that it was agreed that the proposed Development would

be subject to the Environmental Permitting regime under the Environmental Permitting Regulations 2010 ('EPR') covering operational emissions from the generating station. It was further agreed that the preferred approach to permitting the Proposed Development is to apply for a substantial variation to the existing Environmental Permit for the power station site (reference EPR/VP3930LH/V007).

6.3 The Statement of Common Ground agrees that the Secretary of State must be satisfied that potential emissions from the Development can be adequately regulated under the EPR, as outlined in paragraph 4.10.7 of NPS EN-1. It is noted, having considered the general content of the ES for the Development, the EA is satisfied and agrees that it is of a type and nature that should be capable of being adequately regulated under EPR. Further, the EA is not aware of anything that would preclude the granting of an Environmental Permit. The EA will examine information on air quality (including the air dispersion modelling), noise and other emissions to the environment which will be provided by the Applicant as part of the Environmental Permit application, but at this point in time they are not aware of any reason why it would not be possible to address these matters as part of the EPR application process and issues that may arise.

6.4 In the circumstances, the Secretary of State considers there are no reasons to believe the Environmental Permit will not be granted in due course.

6.5 Similarly, the Secretary of State notes there are various other consents, licences and permits that are likely to be required to construct and operate the proposed Development [ER 1.9.1] and has no reason to believe that the relevant approvals would also not be forthcoming.

VII. Consideration of Compulsory Acquisition and Related Further Representations

7.1 The Secretary of State notes that some issues relating to Compulsory Acquisition ("CA") and Temporary Possession ("TP") powers sought by the Applicant were unresolved at the close of the ExA's examination. As a result, the ExA recommended that the Secretary of State might wish to further consult the relevant interested parties [ER 7.6.25 and ER 7.6.29]. The BEIS consultation letter to the relevant interested parties (i.e. the Applicant, Crown Estates Commissioners and Northern Gas Networks) was issued on 9 July 2018. The outstanding issues and subsequent representations received by the Planning Inspectorate since the close of the ExA's examination are considered further below. The representations received in response to the consultation letter were:

- Dalton Warner Davis' letter of 23 July 2018 on behalf of the Applicant;
- The Crown Estate's letter of 20 July 2018;
- The Crown Estate's letter of 20 August 2018; and
- Dalton Warner Davis' letter of 20 August 2018 on behalf of the Applicant.

Crown Land/Section 135 Test

7.2 Section 135 of the Planning Act 2008 states that a DCO may include a provision authorising CA of an interest in Crown land only if: i) it is an interest which is for the time being held otherwise than by or on behalf of the Crown; and ii) the appropriate Crown authority consents to the CA. The Secretary of State notes that the Applicant is seeking powers to compulsorily acquire new rights over land that falls within the Crown interest (Plots 245, 255 and 690). Although the Applicant had been engaged with the Crown Estate's agents during the Examination to reach an agreement and stated in its submission at Deadline 9 that it had been signed, no further communication was received from the Crown Estate to confirm this or to state that it had authorised Crown land to be used. Without this confirmation, the ExA was unable to recommend that the Section 135 test has been passed and recommended that the Secretary of State seek confirmation from the Crown Estate that it has consented for Crown land to be used [ER 7.6.24 – ER 7.6.25]. Accordingly, the Crown Estate Commissioners were further consulted on this matter and confirmed by letter dated 20 August 2018 that it has reached a separate agreement with the Applicant which provides the Commissioners with sufficient assurance as to the way in which compulsory acquisition powers may be exercised and as a result confirmed their consent to the compulsory acquisition of third party interests in the relevant plots of land. This was subject to the inclusion of its suggested revised wording for Article 42 of the Order dealing with Crown rights. The Applicant has confirmed its agreement to the revised wording in the Order. The Secretary of State is also content with the Crown Estate's proposed revisions and is therefore satisfied that the Section 135 test in respect of Crown land is passed.

Northern Gas Networks Protective Provisions/Section 127 &138 Tests

7.3 Section 127 of the Planning Act 2008 relates to statutory undertakers' land. Section 127(5) and (6) states that a DCO may include provision authorising CA of a right over their land providing it can be done so without serious detriment to the carrying out of the undertaking, or that any detriment can be made good. Section 138 relates to the extinguishment of rights and section 138(4) states that a DCO may include a provision for the extinguishment of the relevant rights, or the removal of the relevant apparatus only if the Secretary of State is satisfied that the extinguishment or removal is necessary for the purposes of carrying out the development to which it relates. Both provisions are relevant to the statutory undertakers with land and equipment interests within the Order interests.

7.4 The Secretary of State notes that the Applicant and Northern Gas Networks had agreed to sign a private Asset Protection Agreement to protect the undertaker's interests. However, this was not signed by the close of the Examination [ER 7.6.27]. The ExA was content that the Section 127 and 138 tests are satisfied and there would be no serious detriment to Northern Gas Networks (or other statutory undertakers), but suggested the Secretary of State may want to seek confirmation from the Applicant that the private Asset Protection Agreement has been signed. Accordingly, the Applicant and Northern Gas Networks were further consulted on this matter and have

confirmed that an Asset Protection Agreement was signed on 12 July 2018. The Secretary of State is therefore satisfied that Northern Gas Networks' undertakings would be preserved and protected [ER 7.6.26 – ER 7.6.29].

Canal & River Trust ("CRT") Protective Provisions

7.5 The Secretary of State notes that CRT had also maintained an objection to the protective provisions in Schedule 12, Part 3 of the Applicant's draft Order. The objection related to an indemnity cap and also the Applicant's exclusion from liability for any consequential losses experienced by CRT as a result of the Development [ER 8.5.23-8.5.36]. The ExA reached a preliminary conclusion that both provisions placed an unreasonable and unjustified burden on CRT and as a result, recommended amendments to the draft Order. It is noted that the ExA's suggested modifications to the Applicant's final version of the draft Order, which are in line with the CRT's suggested wording, were not agreed before the close of the Examination. However, as both parties were given adequate opportunity to make their cases on this disagreement and their positions are clear, the Secretary of State considers nothing would have been gained by further consulting on the ExA's suggested modifications to Schedule 12, Part 3 of the Order. Further, the Secretary of State agrees with the ExA that the Applicant's suggested wording would place an unreasonable and unjustified burden on CRT, which would face a risk of potential costs and losses through no fault of its own [ER 8.5.30] and is therefore satisfied with the ExA's recommendations on this matter [ER 8.5.32 - ER 8.5.36].

Human Rights Act 1998

7.6 The Secretary of State has considered the potential infringement of human rights in relation to the European Convention on Human Rights by the Development and the compulsory purchase powers contained in the draft Order. The Secretary of State notes the ExA's conclusion that: the Examination ensured a fair and public hearing; any interference with human rights arising from implementation of the Development is proportionate and strikes a fair balance between the rights of the individual and the public interest; and that compensation would be available in respect of any quantifiable loss. He agrees that there is no disproportionate or unjustified interference with human rights so as to conflict with the provisions of the Human Rights Act 1998 [ER 7.7.6].

Conclusion on CA [ER 7.7.1 – ER 7.7.6 and ER 9.1.5 – ER 9.1.9]

7.7 Having considered the ExA's analysis of CA and TP including the examination and also the further representations received, the Secretary of State agrees that the Development for which the land and rights are sought would be in accordance with national policy as set out in the relevant NPSs and that there is a national need for electricity generating capacity, including capacity from gas combustion. He is satisfied that the need to secure the land and rights required, and to construct the Development within a reasonable commercial timeframe represent a significant public benefit. The Secretary of State is content that the private loss to those affected is mitigated through

the choice of the Application land, and the limitation to minimum extent possible of the rights and interests proposed to be acquired. He agrees that the Applicant has explored all reasonable alternatives to the CA of the land, rights and interests sought and there are no better alternatives. The Secretary of State is content that adequate and secure funding would be available to enable CA within the statutory period following the Order being made and there would be no disproportionate or unjustified interference with human rights of individuals. In conclusion, the CA powers are justified and there is a compelling case in the public interest for land and interests to be compulsorily acquired and the Development would comply with the relevant sections of the Planning Act 2008.

VIII. Other Legal Agreements and Related Documents

8.1 The Secretary of State notes that, following concerns from the ExA during the Examination, no secure method for the demolition of the existing coal-fired power station existed. A signed Planning Agreement was therefore put in place under section 106 of the Town and Country Planning Act 1990 to secure its demolition in a timely manner if the Secretary of State makes the Order and the Development commences.

8.2 The Secretary of State understands that some loss of habitats on the Application site would occur through tree and existing lagoon removal, which the Applicant proposed would be mitigated through an agreed Landscape and Biodiversity Strategy secured by Requirement 6 of the Order. However, it is noted that there was a disagreement between the Applicant, Yorkshire Wildlife Trust and NYCC/SDC during the Examination over the Applicant's predicted onshore biodiversity offsetting calculations set out in the Indicative Landscape and Biodiversity Strategy. The Applicant subsequently recognised that its biodiversity offsetting calculations showed only a very small biodiversity gain, and on reflection it accepted more needed to be done. Yorkshire Wildlife Trust highlighted that an opportunity existed for the Applicant to contribute towards an off-site project in the Lower Aire Valley following a study on how natural processes could best be utilised to reduce flooding. This was one of two locations in the River Aire catchment (and the only one in the Lower Aire) which has high potential for habitat creation to be undertaken to reduce flood risk. As a result, a section 106 Planning Agreement was agreed to secure a financial contribution from the Applicant payable to SDC towards off-site wetland habitat creation in the Lower Aire Valley (ER 4.9).

8.3 The Secretary of State notes that in the ExA's judgement, both agreements are essential to the recommendation to make the Order [ER 8.9.2]. The Secretary of State is aware that a new National Planning Policy Framework was published in July 2018 (i.e. after the close of the ExA's Examination). However, the Secretary of State is content that there are no significant dissimilarities in the approach taken to sustainable development or to nationally significant infrastructure in the new National Planning Policy Framework [ER 3.12.2]. The Secretary of State is also satisfied the same tests set out for planning obligations still apply [ER 3.12.2] and that both of the above agreements meet the tests in that they are: necessary to make the Development acceptable in planning terms; directly related to the Development; and fair and reasonably related in scale and kind to the Development [ER 4.9.26 and ER 4.21.13].

8.4 In addition, the Secretary of State notes an Agreement under section 111 of the Local Government 1972, section 1 of the Localism Act 2011 and section 93 of the Local Government Act 2003 has also been signed to ensure parties will adopt a collaborative and constructive approach to discharge the Requirements in the Order.

IX. General Considerations

Equality Act 2010

9.1 The Equality Act 2010 includes a public sector “general equality duty”. This requires public authorities to have due regard in the exercise of their functions to the need to eliminate unlawful discrimination, harassment and victimisation and any other conduct prohibited under the Act; advance equality of opportunity between people who share a protected characteristic and those who do not; and foster good relations between people who share a protected characteristic and those who do not in respect of the following “protected characteristics”: age; gender; gender reassignment; disability; marriage and civil partnerships⁴; pregnancy and maternity; religion and belief; and race. This matter has been considered by the Secretary of State who has concluded that there was no evidence of any harm, lack of respect for equalities, or disregard to equality issues.

Natural Environment and Rural Communities Act 2006

9.2 The Secretary of State, in accordance with the duty in section 40(1) of the Natural Environment and Rural Communities Act 2006, has to have regard to the purpose of conserving biodiversity, and in particular to the United Nations Environmental Programme Convention on Biological Diversity of 1992, when granting development consent.

9.3 The Secretary of State is of the view that the ExA’s report, together with the environmental impact analysis, considers biodiversity sufficiently to inform him in this respect. In reaching the decision to give consent to the Development, the Secretary of State has had due regard to conserving biodiversity.

X. Secretary of State’s conclusions and decision

10.1 For the reasons given in this letter, the Secretary of State considers that there is a compelling case for granting consent. Given the national need for the proposed Development, as set out in the relevant National Policy Statements referred to above, the Secretary of State does not believe that this is outweighed by the Development’s potential adverse local impacts, as mitigated by the proposed terms of the Order.

⁴ In respect of the first statutory objective (eliminating unlawful discrimination etc.) only.

10.2 The Secretary of State has therefore decided to accept the ExA's recommendation to make the Order granting development consent [ER 9.1.10]. In reaching this decision, the Secretary of State confirms regard has been given to the ExA Report, the joint LIR submitted by NYCC/SDC and to all other matters which are considered important and relevant to the Secretary of State's decision as required by section 104 of the 2008 Act. The Secretary of State confirms for the purposes of regulation 3(2) of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 that the environmental information as defined in regulation 2(1) of those Regulations has been taken into consideration.

XI. Modifications to the Order by the Secretary of State

11.1 The Secretary of State has made the following modifications to the Order:

- Renaming the Order applied for from '*The Eggborough CCGT (Generating Station) Order*' to '*The Eggborough Gas Fired Generating Station Order 2018*' for consistency with other recent Orders for CCGT generating stations made by the Secretary of State;
- Amendments to Article 6 to clarify the entity having the benefit of the provisions of the Order; and
- Amendments to Article 42 (Crown rights) to reflect the revisions agreed by the Crown Estate and Applicant.

Other Drafting Changes

11.2 In addition to the above, the Secretary of State has made various changes to the draft Order which do not materially alter its effect, including changes to conform with the current practice for statutory instruments (for example, modernisation of language), changes in the interests of clarity and consistency and changes to ensure that the Order has the intended effect.

XII. Challenge to decision

12.1 The circumstances in which the Secretary of State's decision may be challenged are set out in the note attached at the Annex to this letter.

XIII. Publicity for decision

13.1 The Secretary of State's decision on this Application is being publicised as required by section 116 of the 2008 Act and regulation 23 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009.

13.2 Section 134(6A) of the Planning Act 2008 provides that a compulsory acquisition notice shall be a local land charge. Section 134(6A) also requires the compulsory acquisition notice to be sent to the Chief Land Registrar, and this will be the case where the order is situated in an area for which the Chief Land Registrar has given notice that he now keeps the local land charges register following changes made by Schedule 5 to the Infrastructure Act 2015. However where land in the order is situated in an area for which the local authority remains the registering authority for

local land charges (because the changes made by the Infrastructure Act 2015 have not yet taken effect), the prospective purchaser should comply with the steps required by section 5 of the Local Land Charges Act 1975 (prior to it being amended by the Infrastructure Act 2015) to ensure that the charge is registered by the local authority.

Yours sincerely

Gareth Leigh
Head of Energy Infrastructure Planning

LEGAL CHALLENGES RELATING TO APPLICATIONS FOR DEVELOPMENT CONSENT ORDERS

Under section 118 of the Planning Act 2008, an Order granting development consent, or anything done, or omitted to be done, by the Secretary of State in relation to an application for such an Order, can be challenged only by means of a claim for judicial review. A claim for judicial review must be made to the Planning Court during the period of 6 weeks beginning with the day after the day on which the Order is published. The decision documents are being published on the date of this letter on the Planning Inspectorate website at the following address:

<https://infrastructure.planninginspectorate.gov.uk/projects/yorkshire-and-the-humber/eggborough-ccgt/>

These notes are provided for guidance only. A person who thinks they may have grounds for challenging the decision to make the Order referred to in this letter is advised to seek legal advice before taking any action. If you require advice on the process for making any challenge you should contact the Administrative Court Office at the Royal Courts of Justice, Strand, London, WC2A 2LL (0207 947 6655)

2016 No. 863

INFRASTRUCTURE PLANNING

**The M4 Motorway (Junctions 3 to 12) (Smart Motorway)
Development Consent Order 2016**

Made - - - - *2nd September 2016*

Coming into force - - *23rd September 2016*

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2016 No. 547

INFRASTRUCTURE PLANNING

**The A14 Cambridge to Huntingdon Improvement Scheme
Development Consent Order 2016**

Made - - - -

11th May 2016

Coming into force - -

1st June 2016

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

The application was examined by a Panel of four members (“the Panel”) (appointed by the Secretary of State) in accordance with Chapter 3 of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of Part 6 of the 2008 Act, and the Infrastructure Planning (Examination Procedure) Rules 2010^(c).

The Panel, having examined the application with the documents that accompanied the application, and the representations made and not withdrawn, has, in accordance with section 83(1) of the 2008 Act, made a report and recommendation to the Secretary of State.

The Secretary of State, having considered the representations made and not withdrawn, and the report of the Panel, has decided to make an Order granting development consent for the development described in the application with modifications which in the opinion of the Secretary of State do not make any substantial changes to the proposals comprised in the application.

In accordance with section 131(5) of the 2008 Act, the Secretary of State is satisfied, having considered the report and recommendation of the Panel, that the parcels of common, open space or fuel or field garden allotment land comprised within the Order land are less than 200 square metres in extent individually, or that this land is required for the widening or drainage of an existing highway or partly for the widening and partly for the drainage of such a highway, and that the giving in exchange of other land is unnecessary, whether in the interests of the persons, if any, entitled to rights of common or other rights or in the interests of the public.

The Secretary of State, in exercise of the powers conferred by sections 114, 115, 117, 120 and 122 of, and paragraphs 1 to 4, 10 to 17, 19 to 22, 26, 33, 36 and 37 of Part 1 of Schedule 5 to, the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the A14 Cambridge to Huntingdon Improvement Scheme Development Consent Order 2016 and comes into force on 1st June 2016.

Interpretation

2.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961^(d);

“the 1965 Act” means the Compulsory Purchase Act 1965^(a);

(a) 2008 c. 29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c. 20).

(b) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522 and S.I. 2013/755.

(c) S.I. 2010/103, amended by S.I. 2012/635.

(d) 1961 c. 33.

“the 1980 Act” means the Highways Act 1980**(b)**;

“the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981**(c)**;

“the 1984 Act” means the Road Traffic Regulation Act 1984**(d)**;

“the 1990 Act” means the Town and Country Planning Act 1990**(e)**;

“the 1991 Act” means the New Roads and Street Works Act 1991**(f)**;

“the 2008 Act” means the Planning Act 2008**(g)**;

“address” includes any number or address for the purposes of electronic transmission;

“apparatus” has the same meaning as in Part 3 of the 1991 Act;

“the authorised development” means the development and associated development described in Schedule 1 (authorised development) and any other development authorised by this Order, which is development within the meaning of section 32 (meaning of development) of the 2008 Act;

“the book of reference” means the document of that description set out in Schedule 10 (documents to be certified) certified by the Secretary of State as the book of reference for the purposes of this Order;

“the borrow pits” means the borrow pits shown on the engineering section drawings and the works plans;

“bridleway” has the same meaning as in the 1980 Act;

“building” includes any structure or erection or any part of a building, structure or erection;

“carriageway” has the same meaning as in the 1980 Act;

“the classification of roads plans” means the plans of that description set out in Schedule 10 certified by the Secretary of State as the classification of roads plans for the purposes of this Order;

“construct” includes execute, place, alter, replace, relay and remove and “construction” is to be construed accordingly;

“the Crown land plans” means the plans of that description set out in Schedule 10 certified by the Secretary of State as the Crown land plans for the purposes of this Order;

“cycle track” has the same meaning as in section 329(1) (further provisions as to interpretation) of the 1980 Act**(h)**;

“cycleway” means a way constituting or comprised in a highway, being a way over which the public have the following, but no other, rights of way, that is to say, a right of way on pedal cycles (other than pedal cycles which are motor vehicles within the meaning of the Road Traffic Act 1988) with a right of way on foot and a right of way on horseback or leading a horse;

“the de-trunking plans” means the plans of that description set out in Schedule 10 certified by the Secretary of State as the de-trunking plans for the purposes of this Order;

“electronic transmission” means a communication transmitted—

- (a) by means of an electronic communications network; or
- (b) by other means but while in electronic form;

-
- (a) 1965 c. 56.
 - (b) 1980 c. 66.
 - (c) 1981 c. 66.
 - (d) 1984 c. 27.
 - (e) 1990 c. 8.
 - (f) 1991 c. 22.
 - (g) 2008 c. 29.
 - (h) The definition of “cycle track” was amended by section 1 of the Cycle Tracks Act 1984 (c.38) and paragraph 21(2) of Schedule 3 to the Road Traffic (Consequential Provisions) Act 1988 (c.54).

“the engineering section drawings” means the documents of that description set out in Schedule 10 certified by the Secretary of State as the engineering section drawings for the purposes of this Order;

“the environmental statement” means the documents of that description set out in Schedule 10 certified by the Secretary of State as the environmental statement for the purposes of this Order;

“equestrian track” means a way constituting or comprised in a highway, being a way over which the public have the following, but no other, rights of way, that is to say on horseback or leading a horse;

“the flood compensation areas” means the flood compensation areas shown on the engineering section drawings and the works plans;

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

“the general arrangement drawings” means the drawings of that description set out in Schedule 10 certified by the Secretary of State as the general arrangement drawings for the purposes of this Order;

“highway”, “highway authority” and “local highway authority” have the same meaning as in the 1980 Act;

“the land plans” means the plans of that description set out in Schedule 10 certified by the Secretary of State as the land plans for the purposes of this Order;

“the limits of deviation” means the limits of deviation referred to in article 7 (limits of deviation);

“maintain” includes inspect, repair, adjust, alter, remove or reconstruct and any derivative of “maintain” is to be construed accordingly;

“NMU” means non-motorised user;

“the Order land” means the land shown on the land plans which is within the limits of land to be acquired or used permanently or temporarily, and described in the book of reference;

“the Order limits” means the limits of deviation shown on the works plans, and the limits of land to be acquired or used permanently or temporarily shown on the land plans, within which the authorised development may be carried out;

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

“the relevant planning authority” means the local planning authority for the land and matter in question, being Cambridgeshire County Council, Huntingdonshire District Council or South Cambridgeshire District Council;

“the rights of way and access plans” means the plans of that description set out in Schedule 10 certified by the Secretary of State as the rights of way and access plans for the purposes of this Order;

“the Secretary of State” means (except where that expression appears in article 44 (appeals)) the Secretary of State for Transport;

“the special category land plans” means the plans of that description set out in Schedule 10 certified by the Secretary of State as the special category land plans for the purposes of this Order;

“special road” means a highway which is a special road in accordance with section 16 (general provisions as to special roads) of the 1980 Act or by virtue of an order granting development consent;

(a) 1981 c. 67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 (c. 34). There are other amendments to the 1981 Act which are not relevant to this Order.

“statutory undertaker” means any statutory undertaker for the purposes of section 127(8) (statutory undertakers’ land) of the 2008 Act;

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

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act;

“traffic authority” has the same meaning as in section 121A (traffic authorities) of the 1984 Act;

“the traffic regulation measures plans” means the plans of that description set out in Schedule 10 certified by the Secretary of State as the traffic regulation measures plans for the purposes of this Order;

“the tribunal” means the Lands Chamber of the Upper Tribunal;

“trunk road” means a highway which is a trunk road by virtue of—

- (a) section 10 or 19(1) of the 1980 Act (provisions as to trunk roads);
- (b) an order made or direction given under section 10 of that Act;
- (c) an order granting development consent; or
- (d) any other enactment;

“the variation of special road status plans” means the plans of that description set out in Schedule 10 certified by the Secretary of State as the variation of special road status plans for the purposes of this Order;

“watercourse” includes all rivers, streams, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain;

“the works plans” means the plans of that description set out in Schedule 10 certified by the Secretary of State as the works plans for the purposes of this Order; and

“the undertaker” means Highways England Company Limited (Company No. 09346363) of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ.

(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 restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or is otherwise comprised in the Order land.

(3) All distances, directions, areas and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development are taken to be measured along that work.

(4) For the purposes of this Order, all areas described in square metres in the book of reference are approximate.

(5) References in this Order to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the rights of way and access plans.

(6) References in this Order to numbered works are references to the works as numbered in Schedule 1 (authorised development).

Disapplication of legislative provisions

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

- (a) Regulation 12(1)(a) (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2010^(a) in relation to the carrying on of a relevant flood risk activity for the purpose of the works;
- (b) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 (byelaw-making powers of the authority) to the Water Resources Act 1991;
- (c) section 23 (prohibition of obstructions, etc. in watercourses) of the Land Drainage Act 1991^(b) in relation to watercourses for which Cambridgeshire County Council is the drainage board concerned;
- (d) section 32 (variation of awards) of the Land Drainage Act 1991;
- (e) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991; and
- (f) section 28E (duties in relation to sites of scientific interest) of the Wildlife and Countryside Act 1981^(c).

(2) In paragraph (1)(a) “relevant flood risk activity” means an activity within paragraph 3(1)(a), (b) or (c) of Schedule 23ZA (flood risk activities and excluded flood risk activities) to the Environmental Permitting (England and Wales) Regulations 2010.

(3) The Anglian Water Authority Act 1977^(d) has effect subject to the provisions of this Order and sections 18 (byelaws), 27 (flood prevention) and 28 (excavation of minerals) of that Act, and any byelaws made and having effect under section 18, do not apply in relation to anything done or omitted to be done in connection with construction of the authorised development.

Maintenance of drainage works

4.—(1) Nothing in this Order, or the construction, maintenance or operation of the authorised development under it, affects any responsibility for the maintenance of any works connected with the drainage of land, whether that responsibility is imposed or allocated by or under any enactment, or otherwise, unless otherwise agreed in writing between the undertaker and the person responsible.

(2) In this article “drainage” has the same meaning as in section 72 (interpretation) of the Land Drainage Act 1991.

PART 2

PRINCIPAL POWERS

Development consent, etc., granted by the Order

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

(2) Any enactment applying to land within or adjacent to the Order limits has effect subject to the provisions of this Order.

(a) S.I. 2010/675 as amended by the Environmental Permitting (England and Wales) Amendment) (No. 2) Regulations 2016 (S.I. 2016/475).
 (b) 1991 c. 59.
 (c) 1981 c. 69.
 (d) 1977 c. i.

(3) Nothing in this Order prevents the carrying out of operations consisting of archaeological investigations, non-intrusive investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, and the temporary display of site notices or advertisements immediately upon this Order coming into force.

Maintenance of the authorised development

6.—(1) The undertaker may at any time maintain the authorised development, except to the extent that this Order or an agreement made under this Order provides otherwise.

(2) Paragraph (1) does not extend to any maintenance works which would give rise to any materially new or materially worse environmental effects from those assessed in the environmental statement.

Limits of deviation

7. In carrying out the authorised development the undertaker may—

- (a) deviate laterally from the lines or situations of the authorised development shown on the works plans to the extent of the limits of deviation shown on those plans; and
- (b) deviate vertically from the levels of the authorised development shown on the engineering section drawings—
 - (i) to a maximum of 0.5 metres upwards or downwards; or
 - (ii) in respect of the excavation of the borrow pits or the flood compensation areas, to a maximum of 0.5 metres downwards but to any distance upwards to ground level,

except that these maximum limits of vertical deviation do not apply where it is demonstrated by the undertaker to the Secretary of State's satisfaction and the Secretary of State, following consultation with the relevant planning authority, certifies accordingly that a deviation in excess of these limits would not give rise to any materially new or materially worse adverse environmental effects in comparison with those reported in the environmental statement.

Benefit of Order

8.—(1) Subject to article 9 (consent to transfer benefit of Order) and paragraph (2), the provisions of this Order conferring powers on the undertaker have effect solely for the benefit of the undertaker.

(2) Paragraph (1) does not apply to the works for which the consent is granted by this Order for the express benefit of owners and occupiers of land, statutory undertakers and other persons affected by the authorised development.

Consent to transfer benefit of Order

9.—(1) The undertaker 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 the undertaker and the transferee; or
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (3), include references to the transferee or the lessee.

(3) The exercise by a person of any benefits or rights conferred 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 the undertaker.

PART 3

STREETS

Application of the 1991 Act

10.—(1) Works executed under this Order in relation to a highway which consists of or includes a carriageway are to be treated for the purposes of Part 3 (street works in England and Wales) of the 1991 Act as major highway works if—

- (a) they are of a description mentioned in any of paragraphs (a), (c) to (e), (g) and (h) of section 86(3) (which defines what highway authority works are major highway works) of that Act; or
- (b) they are works which, had they been executed by the highway authority, might have been carried out in exercise of the powers conferred by section 64(a) (dual carriageways and roundabouts) of the 1980 Act or section 184 (vehicle crossings over footways and verges) of that Act.

(2) In Part 3 of the 1991 Act references, in relation to major highway works, to the highway authority concerned are, in relation to works which are major highway works by virtue of paragraph (1), to be construed as references to the undertaker.

(3) The following provisions of the 1991 Act do not apply in relation to any works executed under the powers conferred by this Order—

section 56 (directions as to timing);
section 56A (power to give directions as to placing of apparatus);
section 58 (restrictions following substantial road works);
section 58A (restriction on works following substantial street works);
section 73A (power to require undertaker to re-surface street);
section 73B (power to specify timing etc. of re-surfacing);
section 73C (materials, workmanship and standard of re-surfacing);
section 78A (contributions to costs of re-surfacing by undertaker); and
Schedule 3A (restriction on works following substantial street works).

(4) The provisions of the 1991 Act mentioned in paragraph (5) (which, together with other provisions of that Act, apply in relation to the execution of street works) and any regulations made, or code of practice issued or approved under, those provisions apply (with the necessary modifications) in relation to any stopping up, alteration or diversion of a street of a temporary nature by the undertaker under the powers conferred by article 14 (temporary stopping up and restriction of use of streets) whether or not the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(5) The provisions of the 1991 Act(b) referred to in paragraph (4) are—

section 54(c) (advance notice of certain works), subject to paragraph (6);

(a) As amended by section 102 of, and Schedule 17 to, the Local Government Act 1985 (c. 51) and section 168(2) of, and Schedule 9 to, the New Roads and Street Works Act 1991 (c. 22).
(b) Sections 54, 55, 57, 60, 68 and 69 were amended by section 40(1) and (2) of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
(c) As amended by section 49(1) of the Traffic Management Act 2004 (c. 18).

section 55(a) (notice of starting date of works), subject to paragraph (6);
 section 57(b) (notice of emergency works);
 section 59(c) (general duty of street authority to co-ordinate works);
 section 60 (general duty of undertakers to co-operate);
 section 68 (facilities to be afforded to street authority);
 section 69 (works likely to affect other apparatus in the street);
 section 75 (inspection fees);
 section 76 (liability for cost of temporary traffic regulation); and
 section 77 (liability for cost of use of alternative route),

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

(6) Sections 54 and 55 of the 1991 Act as applied by paragraph (4) have effect as if references in section 57 of that Act to emergency works were a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

(7) Nothing in article 11 (construction and maintenance of new, altered or diverted streets and other structures)—

- (a) affects the operation of section 87 (prospectively maintainable highways) of the 1991 Act, and the undertaker is not by reason of any duty under that article to maintain a street to be taken to be the street authority in relation to that street for the purposes of Part 3 of that Act; or
- (b) has effect in relation to street works as respects which the provisions of Part 3 of the 1991 Act apply.

Construction and maintenance of new, altered or diverted streets and other structures

11.—(1) Subject to paragraphs (6), (7) and (8), any highway (other than a trunk road or special road) to be constructed under this Order must be completed to the reasonable satisfaction of the local highway authority in whose area the highway lies and, unless otherwise agreed in writing with the local highway authority, the highway including any culverts or other structures laid under it must be maintained by and at the expense of the local highway authority from its completion.

(2) Subject to paragraphs (3), (6), (7) and (8), where a highway (other than a trunk road or special road) is altered or diverted under this Order, the altered or diverted part of the highway must be completed to the reasonable satisfaction of the local highway authority and, unless otherwise agreed in writing with the local highway authority, that part of the highway including any culverts or other structures laid under it must be maintained by and at the expense of the local highway authority from its completion.

(3) Subject to paragraphs (6), (7) and (8), where a footpath, cycle track or bridleway is altered or diverted under this Order along a vehicular private means of access, the altered or diverted part of the highway must, when completed to the reasonable satisfaction of the highway authority and unless otherwise agreed in writing, be maintained (including any culverts or other structures laid under that part of the highway) by and at the expense of the person or persons with the benefit of the vehicular private means of access.

(4) Where a street which is not and is not intended to be a public highway is constructed, altered or diverted under this Order, the street (or part of the street as the case may be) must, when completed to the reasonable satisfaction of the street authority, unless otherwise agreed in

(a) As also amended by section 49(2) and 51(9) of the Traffic Management Act 2004.
 (b) As also amended by section 52(3) of the Traffic Management Act 2004.
 (c) As amended by section 42 of the Traffic Management Act 2004.

writing, be maintained by and at the expense of the undertaker for a period of 12 months from its completion and at the expiry of that period by and at the expense of the street authority.

(5) Subject to paragraphs (6), (7) and (8), where a highway is de-trunked under this Order—

- (a) section 265 (transfer of property and liabilities upon a highway becoming or ceasing to be a trunk road) of the 1980 Act applies in respect of that highway; and
- (b) any alterations to that highway undertaken under powers conferred by this Order prior to and in connection with that de-trunking must, unless otherwise agreed in writing with the local highway authority, be maintained by and at the expense of the local highway authority from the date of de-trunking.

(6) In the case of any bridge constructed under this Order to carry a highway other than a trunk road or special road over a trunk road or special road, the highway surface must from its completion be maintained by and at the expense of the local highway authority and the structure of the bridge must be maintained by and at the expense of the undertaker.

(7) In the case of any bridge constructed under this Order to carry a highway (other than a trunk road or special road) over another highway which is not a trunk road or a special road, both the highway surface and structure of the bridge must be maintained by and at the expense of the local highway authority from their completion.

(8) In the case of a bridge constructed under this Order to carry a private right of way (whether or not it also carries a footpath, cycle track or bridleway), the surface of the street and the structure of the bridge must be maintained by and at the expense of the undertaker.

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

(10) For the purposes of a defence under paragraph (9), the court must in particular have regard to the following matters—

- (a) the character of the street and the traffic which was reasonably to be expected to use it;
- (b) the standard of maintenance appropriate for a street of that character and used by such traffic;
- (c) the state of repair in which a reasonable person would have expected to find the street;
- (d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause danger to users of the street; and
- (e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed,

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

Classification of roads, etc.

12.—(1) On a date to be determined by the undertaker, and subject to compliance with the procedures in paragraph (2), the M11 London - Cambridge Motorway (Cambridge Western

Bypass Section) Scheme 1974(a) is varied so that in the Schedule to that Scheme, in the paragraph entitled “The Route of the Special Road”, for the words “terminating at a point on the road from Cambridge to Godmanchester (A604) about 280m south-east of its junction with C194 The Avenue, Girton.” substitute the words—

“terminating at a point on the road from Felixstowe to Catthorpe (A14) about 452 metres north west of the centreline of the M11 underbridge structure for A1307 Huntingdon Road (‘Bulls Close Bridge’), Girton.”.

(2) Before the date on which paragraph (1) is to take effect, the undertaker must publish in the London Gazette, and in one or more newspapers circulating in the vicinity of the authorised development, notification of the date on which paragraph (1) takes effect, and the general effect of that paragraph.

(3) On the date on which the roads described in Part 6 (classification of roads) of Schedule 3 (classification of roads, etc.) are completed and open for traffic—

(a) the roads described in paragraphs 1 to 20 of Part 6 of Schedule 3 are to become trunk roads as if they had become so by virtue of an order made under section 10(2) (general provision as to trunk roads) of the 1980 Act specifying that date as the date on which they were to become trunk roads; and

(b) the road described in paragraph 21 of Part 6 of Schedule 3 is to be classified as the A141 and the road described in paragraphs 22 to 24 of Part 6 of Schedule 3 is to be classified as the A1307 and both these roads are to be—

(i) a principal road for the purpose of any enactment or instrument which refers to highways classified as principal roads; and

(ii) a classified road for the purpose of any enactment or instrument which refers to highways classified as classified roads,

as if such classification had been made under section 12(3) (general provision as to principal and classified roads) of the 1980 Act; and

(c) the roads described in paragraphs 25 to 35 of Part 6 of Schedule 3 are to be classified as set out in those paragraphs and are to be classified roads for the purpose of any enactment or instrument which refers to highways classified as classified roads, as if such classification had been made under section 12(3) of the 1980 Act.

(4) Subject to paragraph (5), on such day as the undertaker may determine, the roads described in Part 3 (roads to be de-trunked) of Schedule 3 are to cease to be trunk roads as if they had ceased to be trunk roads by virtue of an order made under section 10(2) of the 1980 Act specifying that date as the date on which they were to cease to be trunk roads.

(5) The undertaker may only make a determination for the purposes of paragraph (4) with the consent of the Secretary of State, who must consult the local highway authority before deciding whether to give that consent.

(6) From such day as the undertaker may determine no person is to drive any motor vehicle at a speed exceeding the limit in miles per hour specified in column (3) of Part 1 (speed limits) of Schedule 3 along the lengths of road identified in the corresponding row of column (2) of that Part.

(7) Subject to paragraph (8) and article 16 (clearways), from such a day as the undertaker may determine, the restrictions specified in column (3) of Part 2 of Schedule 3 (classification of roads, etc. – traffic regulation measures (clearways and prohibitions)) are to apply to the lengths of road identified in the corresponding row of column (2) of that Part.

(8) The restrictions provided for in paragraph (7) do not apply to an authorised vehicle where the vehicle is excepted from the restrictions in column (3) of Part 2 of Schedule 3.

(a) S.I. 1974/1787

(9) On such day as the undertaker may determine, the orders specified in column (3) of Parts 4 (revocations and variations of existing traffic regulation orders) and 5 (weight limit variations) of Schedule 3 are to be varied or revoked as specified in the corresponding row of column (4) of those Parts in respect of the lengths of roads specified in the corresponding row of column (2) of those Parts.

(10) The application of paragraphs (1) to (9) may be varied or revoked by any instrument made under any enactment which provides for the variation or revocation of such matters.

(11) No speed limit imposed by this Order applies to vehicles falling within regulation 3(4) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(a) when used in accordance with regulation 3(5) of those regulations.

(12) In this article, “authorised vehicle” means a vehicle specified by the undertaker from time to time.

Permanent stopping up of streets and private means of access

13.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development, stop up each of the streets and private means of access specified in columns (1) and (2) of Parts 1, 2, 3 and 4 of Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access) to the extent specified and described in column (3) of those Parts of that Schedule.

(2) No street or private means of access specified in columns (1) and (2) of Parts 1 and 3 of Schedule 4 (being a street or private means of access to be stopped up for which a substitute is to be provided) is to be wholly or partly stopped up under this article unless—

- (a) the new street or private means of access to be constructed and substituted for it, which is specified in column (4) of those Parts of that Schedule, has been completed to the reasonable satisfaction of the street authority and is open for use; or
- (b) a temporary alternative route for the passage of such traffic as could have used the street or private means of access to be stopped up is first provided and subsequently maintained by the undertaker, to the reasonable satisfaction of the street authority, between the commencement and termination points for the stopping up of the street or private means of access until the completion and opening of the new street or private means of access in accordance with sub-paragraph (a).

(3) No street or private means of access specified in columns (1) and (2) of Parts 2 and 4 of Schedule 4 (being a street or private means of access to be stopped up for which no substitute is to be provided) is to be wholly or partly stopped up under this article unless the condition specified in paragraph (4) is satisfied in relation to all of the land which abuts on either side of the street or private means of access to be stopped up.

(4) The condition referred to in paragraph (3) is that—

- (a) the undertaker is in possession of the land; or
- (b) there is no right of access to the land from the street or private means of access concerned; or
- (c) there is reasonably convenient access to the land otherwise than from the street or private means of access concerned; or
- (d) the owners and occupiers of the land have agreed to the stopping up.

(5) Where a street or private means of access has been stopped up under this article—

- (a) all rights of way over or along the street or private means of access so stopped up are extinguished; and

(a) S.I. 2011/935.

(b) the undertaker may appropriate and use for the purposes of the authorised development so much of the site of the street or private means of access as is bounded on both sides by land owned by the undertaker.

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

(7) This article is subject to article 33 (apparatus and rights of statutory undertakers in stopped up streets).

Temporary stopping up and restriction of use of streets

14.—(1) The undertaker may, during and for the purposes of carrying out the authorised development, temporarily stop up, alter or divert any street and may for any reasonable time—

(a) divert the traffic from the street; and

(b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limitation on the scope of paragraph (1), the undertaker may use any street temporarily stopped up under the powers conferred by this article and within the Order limits as a temporary working site.

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

(4) The undertaker must not temporarily stop up, alter or divert any street for which it is not the street authority without the consent of the street authority, which may attach reasonable conditions to any consent but its consent must not be unreasonably withheld or delayed.

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

(6) If a street authority which has received an application for consent under paragraph (4) fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was made, it is deemed to have granted consent.

Access to works

15. The undertaker may, for the purposes of the authorised development, form and lay out means of access, or improve existing means of access at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

Clearways

16.—(1) From such day as the undertaker may determine, except as provided in paragraph (2) below, no person is to cause or permit any vehicle to wait on any part of the lengths of road described in column (2) of Part 2 (traffic regulation measures (clearways and prohibitions)) of Schedule 3 (classification of roads, etc.) where it is identified that such lengths of road are to become a clearway in the corresponding row of column (3) of that Part, except upon the direction of, or with the permission of, a uniformed constable or uniformed traffic officer.

(2) Nothing in paragraph (1) above applies—

(a) to render it unlawful to cause or permit a vehicle to wait on any part of a road, for so long as may be necessary to enable that vehicle to be used in connection with—

(i) the removal of any obstruction to traffic;

(ii) the maintenance, improvement, reconstruction or operation of the road;

(iii) the laying, erection, inspection, maintenance, alteration, repair, renewal or removal in or near the road of any sewer, main pipe, conduit, wire, cable or other apparatus for the supply of gas, water, electricity or any telecommunications apparatus as

defined in Schedule 2 (the Telecommunications Code) to the Telecommunications Act 1984^(a); or

- (iv) any building operation or demolition;
- (b) in relation to a vehicle being used—
 - (i) for police, ambulance, fire and rescue authority or traffic officer purposes;
 - (ii) in the service of a local authority, safety camera partnership or Driver and Vehicle Standards Agency in pursuance of statutory powers or duties;
 - (iii) in the service of a water or sewerage undertaker within the meaning of the Water Industry Act 1991^(b); or
 - (iv) by a universal service provider for the purposes of providing a universal postal service as defined by the Postal Service Act 2000^(c); or
- (c) in relation to a vehicle waiting when the person in control of it is—
 - (i) required by law to stop;
 - (ii) obliged to stop in order to avoid an accident; or
 - (iii) prevented from proceeding by circumstances outside the person's control.

(3) No person is to cause or permit any vehicle to wait on any part of the roads described in paragraph (1) for the purposes of selling, or dispensing of, goods from that vehicle, unless the goods are immediately delivered at, or taken into, premises adjacent to the land on which the vehicle stood when the goods were sold or dispensed.

(4) Paragraphs (1), (2) and (3) have effect as if made by order under the 1984 Act, and their application may be varied or revoked by an order made under that Act or any other enactment which provides for the variation or revocation of such orders.

(5) In this article, “traffic officer” means an individual designated under section 2 (designation of traffic officers) of the Traffic Management Act 2004^(d).

PART 4

SUPPLEMENTAL POWERS

Discharge of water

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

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

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given

(a) 1984 c. 12.

(b) 1991 c. 56.

(c) 2000 c. 26.

(d) 2004 c. 18.

(e) 1991 c. 56. Section 106 was amended by section 35(1) and (8) of, and Schedule 2 to, the Competition and Service (Utilities) Act 1992 (c. 43) and, sections 36(2) and 99 of the Water Act 2003 (c. 37) (subject to the transitional provisions contained in article 6 of, and Schedule 3 to, S.I. 2004/641) and paragraph 16(1) of Schedule 3 to the Flood and Water Management Act 2010 (c. 29).

subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

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

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

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

(6) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2010(a).

(7) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to the Homes and Communities Agency, the Environment Agency, an internal drainage board, a joint planning board, a local authority, a sewerage undertaker or an urban development corporation; and
- (b) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991(b), have the same meaning as in that Act.

(8) If a person who has received an application for consent under paragraph (3) or approval under paragraph (4)(a) fails to notify the undertaker of a decision within 28 days of receiving the application, that person is deemed to have granted consent or given approval, as the case may be.

Protective works to buildings

18.—(1) Subject to the following provisions of this article, the undertaker may at the undertaker’s own expense carry out such protective works to any building lying within the Order limits or which may be affected by the authorised development 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 building of any part of the authorised development; or
- (b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of 5 years beginning with the day on which that part of the authorised development is first opened for use.

(3) Subject to paragraph (5), for the purpose of determining how the functions under this article are to be exercised the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

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

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

(a) S.I. 2010/675.

(b) 1991 c. 57.

(5) Before exercising—

- (a) a right under paragraph (1) to carry out protective works to a building;
- (b) a right under paragraph (3) to enter a building and land within its curtilage;
- (c) a right under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a right under paragraph (4)(b) to enter land,

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

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question of 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 43 (arbitration).

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

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of 5 years beginning with the day on which the part of the authorised development carried out in the vicinity of the building is first opened for use it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised development,

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

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance).

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

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

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the carrying out, maintenance or use of the authorised development; and
- (b) any works the purpose of which is to remedy any damage which has been caused to the building by the carrying out, maintenance or use of the authorised development.

Authority to survey and investigate land

19.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised development and—

- (a) survey or investigate the land (including any watercourses, static water bodies or vegetation on the land);
- (b) without limitation on the scope of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without limitation on the scope of sub-paragraph (a), carry out ecological or archaeological investigations on such land, including making any excavations or trial holes on the land for such purposes; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

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

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

- (a) must, if so required, before or after entering the land, produce written evidence of authority to do so; and
- (b) may take onto the land such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

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

- (a) in land located within the highway boundary without the consent of the highway authority; or
- (b) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld.

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

(6) If either a highway authority or a street authority which has received an application for consent under paragraph (4) fails to notify the undertaker of its decision within 28 days of receiving the application, that authority is deemed to have granted the consent.

PART 5

POWERS OF ACQUISITION AND POSSESSION OF LAND

Compulsory acquisition of land

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

(2) This article is subject to paragraph (2) of article 23 (compulsory acquisition of rights) and paragraph (8) of article 30 (temporary use of land for carrying out the authorised development).

Compulsory acquisition of land – incorporation of the mineral code

21. Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981 are incorporated into this Order subject to the modifications that—

- (a) paragraph 8(3) is not incorporated; and
- (b) for “the acquiring authority” substitute “the undertaker”.

Time limit for exercise of powers to possess land temporarily or to acquire land compulsorily

22.—(1) After the end of the period of 5 years beginning with the day on which this Order comes into force—

- (a) no notice to treat is to be served under Part 1 of the 1965 Act; and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 26 (application of the Compulsory Purchase (Vesting Declarations) Act 1981).

(2) The authority conferred by article 30 (temporary use of land for carrying out the authorised development) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker from remaining in possession of land after the

end of that period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of rights

23.—(1) Subject to paragraphs (2) to (4), the undertaker may acquire such rights over the Order land or impose restrictive covenants affecting the land as may be required for any purpose for which that land may be acquired under article 20 (compulsory acquisition of land), by creating them as well as acquiring rights already in existence.

(2) In the case of the Order land specified in column (1) of Schedule 5 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such wayleaves, easements, or new rights in the land or the imposition of restrictive covenants as may be required for the purpose specified in relation to that land in column (2) of that Schedule.

(3) The power to impose restrictive covenants under paragraph (1) is exercisable only in respect of plots specified in column (1) of Schedule 5.

(4) Subject to section 8 (other provisions as to divided land) of the 1965 Act, as substituted by paragraph 5 of Schedule 6 (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires a right over land or the benefit of a restrictive covenant under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(5) Schedule 6 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 restrictive covenant.

Public rights of way

24.—(1) The public rights of way identified in columns (1) to (3) of Parts 1 and 2 of Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access) and shown on the rights of way and access plans are to be extinguished on the date of the expiry of the notice given under paragraph (2)(a).

(2) Prior to the extinguishment of each of the public rights of way identified in columns (1) to (3) of Parts 1 and 2 of Schedule 4 and shown on the rights of way and access plans the undertaker must—

- (a) erect a site notice at each end of the rights of way to be extinguished no less than 28 days prior to the extinguishment of that right of way; and
- (b) where applicable, have provided the relevant alternative section of public right of way identified in column (4) of Part 1 of Schedule 4 and shown on the rights of way and access plans.

Private rights over land

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

- (a) from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry onto the land by the undertaker under section 11(1) (powers of entry) of the 1965 Act,

whichever is the earlier.

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

- (a) from the date of the acquisition of the right or the benefit of the restrictive covenant by the undertaker, whether compulsorily or by agreement; or
- (b) from the date of entry onto the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earlier.

(3) Subject to the provisions of this article, all private rights over land owned by the undertaker which, being within the limits of land which may be acquired or used shown on the land plans, are extinguished on commencement of any activity authorised by this Order which interferes with or breaches those rights.

(4) Subject to the provisions of this article, all private rights over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable for as long as the undertaker remains in lawful possession of the land.

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

(6) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 32 (statutory undertakers) applies.

(7) Paragraphs (1) to (4) have effect subject to—

- (a) any notice given by the undertaker before—
 - (i) the completion of the acquisition of the land or the acquisition of the rights or the imposition of restrictive covenants over or affecting the land; or
 - (ii) the undertaker's appropriation of it; or
 - (iii) the undertaker's entry onto it; or
 - (iv) the undertaker's taking temporary possession of it,
 that any or all of those paragraphs do not apply to any right specified in the notice; and
- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.

(8) If any such agreement as is referred to in paragraph (7)(b)—

- (a) is made with a person in or to whom the right is vested or belongs; and
- (b) is expressed to have effect also for the benefit of those deriving title from or under that person,

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

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

Application of the 1981 Act

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

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

(3) In section 1 (application of act) for subsection (2) substitute—

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

(4) In section 3 (preliminary notices) for subsection (1) substitute—

“(1) Before making a declaration under section 4 with respect to any land which is subject to a compulsory purchase order the acquiring authority must include the particulars specified in subsection (3) in a notice which is—

- (a) given to every person with a relevant interest in the land with respect to which the declaration is to be made (other than a mortgagee who is not in possession); and
- (b) published in a local newspaper circulating in the area in which the land is situated.

(5) In that section, in subsection (2), for “(1)(b)” substitute “(1)” and after “given” insert “and published”.

(6) In that section, for subsections (5) and (6) substitute—

“(5) For the purposes of this section, a person has a relevant interest in land if—

- (a) that person is for the time being entitled to dispose of the fee simple of the land, whether in possession or in reversion; or
- (b) that person holds, or is entitled to the rents and profits of, the land under a lease or agreement, the unexpired term of which exceeds one month.”.

(7) In section 5 (earliest date for execution of declaration)—

- (a) in subsection (1), after “publication” insert “in a local newspaper circulating in the area in which the land is situated”; and
- (b) omit subsection (2).

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

(9) References to the 1965 Act in the 1981 Act are to be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the compulsory acquisition of land under this Order.

Acquisition of subsoil or airspace only

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

(2) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over land referred to in paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) Paragraph (2) does not prevent article 28 (acquisition of part of certain properties) from applying where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

Acquisition of part of certain properties

28.—(1) This article applies instead of section 8(1)(a) (other provisions as to divided land) of the 1965 Act (as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act) where—

- (a) a notice to treat is served on a person (“the owner”) under the 1965 Act (as so applied) in respect of land forming part only of a house, building or manufactory or part only of land consisting of a house with a park or garden (“the land subject to the notice to treat”); and
- (b) a copy of this article is served on the owner with the notice to treat.

(a) Section 8 was amended by S.I. 2009/1307.

(2) In such a case, the owner may, within the period of 21 days beginning with the day on which the notice was served, serve on the undertaker a counter-notice objecting to the sale of the land subject to the notice to treat and stating that the owner is willing and able to sell the whole (“the land subject to the counter-notice”).

(3) If no such counter-notice is served within that period, the owner must sell the land subject to the notice to treat.

(4) If such a counter-notice is served within that period, the question whether the owner must sell only the land subject to the notice to treat is, unless the undertaker agrees to take the land subject to the counter-notice, to be referred to the tribunal.

(5) If on such a reference the tribunal determine that the land subject to the notice to treat can be taken—

- (a) without material detriment to the remainder of the land subject to the counter-notice; or
- (b) where the land subject to notice to treat forms part of land consisting of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the owner must sell the land subject to the notice to treat.

(6) If on such a reference the tribunal determine that only part of the land subject to the notice to treat can be taken—

- (a) without material detriment to the remainder of the land subject to the counter-notice; or
- (b) where the land subject to notice to treat forms part of land consisting of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the notice to treat is deemed to be a notice to treat for that part.

(7) If on such a reference the tribunal determine that—

- (a) the land subject to the notice to treat cannot be taken without material detriment to the remainder of the land subject to the counter-notice; but
- (b) the material detriment is confined to a part of the land subject to the counter-notice,

the notice to treat is deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is land which the undertaker is authorised to acquire compulsorily under this Order.

(8) If the undertaker agrees to take the land subject to the counter-notice, or if the tribunal determine that—

- (a) none of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house; and
- (b) the material detriment is not confined to a part of the land subject to the counter-notice,

the notice to treat is deemed to be a notice to treat for the land subject to the counter-notice whether or not the whole of that land is land which the undertaker is authorised to acquire compulsorily under this Order.

(9) Where, by reason of a determination by the tribunal under this article a notice to treat is deemed to be a notice to treat for less land or more land than that specified in the notice, the undertaker may, within the period of 6 weeks beginning with the day on which the determination is made, withdraw the notice to treat; and in that event must pay the owner compensation for any loss or expense occasioned to the owner by the giving and withdrawal of the notice, to be determined in case of dispute by the tribunal.

(10) Where the owner is required under this article to sell part only of a house, building or manufactory or of land consisting of a house with a park or garden, the undertaker must pay the owner compensation for any loss sustained by the owner due to the severance of that part in addition to the value of the interest acquired.

Rights under or over streets

29.—(1) The undertaker may enter on and appropriate so much of the subsoil of, or airspace over, any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or airspace for those purposes or any other purpose ancillary to the authorised development.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land in respect of which the power of appropriation conferred by paragraph (1) is exercised without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary use of land for carrying out the authorised development

30.—(1) The undertaker may, in connection with the carrying out of the authorised development but subject to article 22(1) (time limit for exercise of powers to possess land temporarily or to acquire land compulsorily)—

(a) enter on and take temporary possession of—

- (i) the land specified in columns (1) and (2) of Schedule 7 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule relating to the part of the authorised development specified in column (4) of that Schedule; and
- (ii) any other Order land in respect of which no notice of entry has been served under section 11(a) (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;

(b) remove any buildings and vegetation from that land;

(c) construct temporary works (including the provision of means of access) and buildings on that land; and

(d) construct any permanent works specified in relation to that land in column (3) of Schedule 7, or any other mitigation works.

(2) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker may not, without the agreement of the owners of the land, remain in possession of any land under this article—

(a) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1) and S.I. 2009/1307.

- (a) in the case of any land specified in paragraph (1)(a)(i), after the end of the period of one year beginning with the date of completion of the part of the authorised development specified in relation to that land in column (4) of Schedule 7, or
- (b) in the case of any land referred to in paragraph (1)(a)(ii), after the end of the period of one year beginning with the date of completion of the work for which temporary possession of the land was taken unless the undertaker has, by the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

- (a) replace a building removed under this article;
- (b) restore the land on which any permanent works have been constructed under paragraph (1)(d);
- (c) remove any ground strengthening works which have been placed on the land to facilitate construction of the authorised development; or
- (d) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development.

(5) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, is to be determined under Part 1 of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the execution of any works, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker is not to be precluded from—

- (a) acquiring new rights over any part of that land under article 23 (compulsory acquisition of rights); or
- (b) acquiring any part of the subsoil of that land or rights in the subsoil or airspace over that land, under article 27 (acquisition of subsoil or airspace only).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13(a) (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

Temporary use of land for maintaining the authorised development

31.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any of the authorised development, the undertaker may—

(a) Section 13 was amended by sections 62(3) and 139 of, and paragraph 27 and 28 of Schedule 13, and part 3 of Schedule 23, to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

- (a) enter upon and take temporary possession of any land within the Order limits if possession is reasonably required for the purpose of maintaining the authorised development;
- (b) enter on any land within the Order limits for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised development; and
- (c) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering upon and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the powers conferred by this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the execution of any works, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, it is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to the acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(11) In this article “the maintenance period”, in relation to any part of the authorised development, means the period of 5 years beginning with the date on which that part of the authorised development is first opened for use.

Statutory undertakers

32.—(1) Subject to the provisions of article 23(3) (compulsory acquisition of rights), Schedule 9 (protective provisions) and paragraph (2), the undertaker may—

- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over any Order land belonging to statutory undertakers; and
- (b) extinguish the rights of, remove or reposition the apparatus belonging to statutory undertakers over or within the Order land.

(2) Paragraph (1)(b) has no effect in relation to apparatus in respect of which the following provisions apply—

- (a) Part 3 (street works in England and Wales) of the 1991 Act; or
- (b) article 33 (apparatus and rights of statutory undertakers in stopped up streets).

Apparatus and rights of statutory undertakers in stopped up streets

33.—(1) Where a street is stopped up under article 13 (permanent stopping up of streets and private means of access), any statutory utility whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to the provisions of this article, as if this Order had not been made.

(2) Where a street is stopped up under article 13 any statutory utility whose apparatus is under, in, on, over, along or across the street may, and if reasonably requested to do so by the undertaker must—

- (a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the utility may reasonably determine and have power to place it; or
- (b) provide other apparatus in substitution for the existing apparatus and place it in such position as described in sub-paragraph (a).

(3) Subject to the following provisions of this article, the undertaker must pay to any statutory utility an amount equal to the cost reasonably incurred by the utility in or in connection with—

- (a) the execution of the relocation works required in consequence of the stopping up of the street; and
- (b) the doing of any other work or thing rendered necessary by the execution of the relocation works.

(4) If in the course of the execution of relocation works under paragraph (2)—

- (a) apparatus of a better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker, or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the execution of the relocation works 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 paragraph, would be payable to the statutory utility by virtue of paragraph (3) is to be reduced by the amount of that excess.

(5) For the purposes of paragraph (4)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(6) An amount which, apart from this paragraph, would be payable to a statutory utility in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)) 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 the utility 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.

(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 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 allowable costs are to be borne by the undertaker and the statutory utility in such proportions as may be prescribed by any such regulations.

(8) In this article—

“relocation works” means work executed, or apparatus provided, under paragraph (2); and

“statutory utility” means a statutory undertaker for the purposes of the 1980 Act or a public communications provider as defined in section 151(1) of the Communications Act 2003(a).

Recovery of costs of new connection

34.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 32 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 32, any person who is—

(a) the owner or occupier of premises the drains of which communicated with that sewer; or

(b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which article 33 (apparatus and rights of statutory undertakers in stopped up streets) or Part 3 of the 1991 Act applies.

(4) In this article—

“public communications provider” has the same meaning as in section 151(1) of the Communications Act 2003; and

“public utility undertaker” means a gas, water, electricity or sewerage undertaker.

Special category land

35.—(1) Upon entry by the undertaker onto the special category land under article 20 (compulsory acquisition of land) or article 23 (compulsory acquisition of rights), so much of the special category land as is required for the purposes of the exercise by the undertaker of the order rights is discharged from all rights, trusts and incidents to which it was previously subject.

(2) In this article—

“the order rights” means rights exercisable over the special category land by the undertaker under article 20 (compulsory acquisition of land) or article 23 (compulsory acquisition of rights); and

“the special category land” means the land identified as forming open space and registered common land and numbered 22/31, 23/2a, 23/1h, 23/1j, 23/1k, 23/7, 23/4, 34/1s, 34/31r, 34/32d and 34/34b in the book of reference and on the special category land plans.

(a) 2003 c. 21. There are amendments to this Act which are not relevant to this Order.

PART 6

OPERATIONS

Felling or lopping of trees and removal of hedgerows

36.—(1) The undertaker may fell or lop any tree or shrub within or overhanging land within the Order limits, or cut back its roots, if the undertaker reasonably believes it to be necessary to do so to prevent the tree or shrub—

- (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 using the authorised development.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

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

(4) The undertaker may, for the purposes of carrying out the authorised development but subject to paragraph (2), remove any hedgerow within the Order limits that is required to be removed.

(5) In this article “hedgerow” has the same meaning as in the Hedgerow Regulations 1997(a).

Trees subject to tree preservation orders

37.—(1) The undertaker may fell or lop any tree described in Schedule 8 (trees subject to tree preservation orders), cut back its roots or undertake such other works described in column 2 of that Schedule if it reasonably believes it to be necessary in order to do so to prevent the tree or shrub—

- (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 using the authorised development.

(2) In carrying out any activity authorised by paragraph (1)—

- (a) the undertaker must not cause unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty imposed by section 206(1) of the 1990 Act (replacement of trees) does not apply.

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

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

(a) S.I. 1997/1160.

PART 7

MISCELLANEOUS AND GENERAL

Operational land for purposes of the 1990 Act

38. Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is to be treated as operational land for the purposes of that Act) of the 1990 Act.

Defence to proceedings in respect of statutory nuisance

39.—(1) Where proceedings are brought under section 82(1) (summary proceedings by person aggrieved by statutory nuisance) of the Environmental Protection Act 1990^(a) in relation to a nuisance falling within paragraph (g) of section 79(1) (noise emitted from premises so as to be prejudicial to health or a nuisance) of that Act no order is to be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
 - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the 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) is a consequence of the construction or maintenance of the authorised development and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance is a consequence of the use of the authorised development and that it cannot reasonably be avoided.

(2) Section 61(9) of the Control of Pollution Act 1974 of that Act, does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development.

Protective provisions

40. Schedule 9 (protective provisions) has effect.

Certification of plans, etc.

41.—(1) As soon as practicable after the making of this Order, the undertaker must submit copies of each of the plans and documents set out in Schedule 10 (documents to be certified) to the Secretary of State for certification as true copies of those plans and documents.

(2) Where any plan or document set out in Schedule 10 requires to be amended to reflect the terms of the Secretary of State's decision to make this Order, that plan or document in the form amended to the Secretary of State's satisfaction is the version of the plan or document required to be certified under paragraph (1).

(3) A plan or document so certified is admissible in any proceedings as evidence of the contents of the plan or document of which it is a copy.

(a) 1990 c. 43. There are amendments to this Act which are not relevant to this Order.

(b) 1974 c. 40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c. 25. There are other amendments to the 1974 Act which are not relevant to this Order.

(4) The undertaker must, following certification of the plans or documents in accordance with paragraph (1), make those plans or documents available in electronic form for inspection by members of the public.

Service of notices

42.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (5) to (8) by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978^(a) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by name or by the description of “owner”, or as the case may be “occupier”, of the land (describing it); and
- (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within 7 days of receipt that the recipient requires a paper copy of all or part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of electronic communication given by a person may be revoked by that person in accordance with paragraph (8).

(a) 1978 c. 30.

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than 7 days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

(10) In this article “legible in all material respects” means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

Arbitration

43. Except where otherwise expressly provided for in this Order and unless otherwise agreed in writing between the parties, any difference under any provision of this Order (other than a difference which falls to be determined by the tribunal) must be 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) by the President of the Institution of Civil Engineers.

Appeals

44.—(1) Except as otherwise provided in this Order, the undertaker may appeal in the event that a local authority issues a notice further to section 60 (control of noise on construction sites) or 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974.

(2) The appeal process is as follows—

- (a) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision;
- (b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the local authority and affix a notice to a conspicuous object on or near the site of the works which are the subject of such appeal, which must give details of the decision of the local authority and notice that an appeal has been made together with the address within the locality where appeal documents may be inspected and details of the manner in which representations on the appeal may be made;
- (c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to consider the appeal (“the appointed person”) and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for their attention should be sent;
- (d) the local authority must submit their written representations to the appointed person in respect of the appeal within 10 business days of the start date and must ensure that copies of their written representations and any other representations as sent to the appointed person are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;
- (e) the appeal parties must make any counter-submissions to the appointed person within 10 business days of receipt of written representations under sub-paragraph (d) above; and
- (f) the appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable.

(3) The appointment of the person under sub-paragraph (2)(c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to enable the appointed person to consider the appeal the appointed person must as soon as

practicable notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(5) Any further information required under sub-paragraph (4) must be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person. The appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within 10 business days of the agreed date but must otherwise be in accordance with the process and time limits set out in paragraph (2)(c) to (e).

(6) On an appeal under this paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the local authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(7) The appointed person may proceed to a decision on an appeal taking into account such written representations as have been sent within the relevant time limits and in the sole discretion of the appointed person such written representations as have been sent outside the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(10) The local authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) does not affect or invalidate the effect of the appointed person's determination.

(11) Except where a direction is given under sub-paragraph (12) requiring the costs of the appointed person to be paid by the local authority, the reasonable costs of the appointed person must be met by the undertaker.

(12) On application by the local authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it must be made, the appointed person must have regard to the Planning Practice Guidance published by the Department for Communities and Local Government on 6th March 2014 or any circular or guidance which may from time to time replace it.

Traffic regulation

45.—(1) This article applies to roads in respect of which the undertaker is not the traffic authority.

(2) Subject to the provisions of this article, and the consent of the traffic authority in whose area the road concerned is situated, which consent must not be unreasonably withheld, the undertaker may, for the purposes of the authorised development—

- (a) revoke, amend or suspend in whole or in part any order made, or having effect as if made, under the 1984 Act;
- (b) permit, prohibit or restrict the stopping, waiting, loading or unloading of vehicles on any road;
- (c) authorise the use as a parking place of any road;
- (d) make provision as to the direction or priority of vehicular traffic on any road; and

(e) permit or prohibit vehicular access to any road, either at all times or at times, on days or during such periods as may be specified by the undertaker.

(3) The power conferred by paragraph (2) may be exercised at any time prior to the expiry of 12 months from the opening of the authorised development for public use but subject to paragraph (7) any prohibition, restriction or other provision made under paragraph (2) may have effect both before and after the expiry of that period.

(4) The undertaker must consult the chief officer of police and the traffic authority in whose area the road is situated before complying with the provisions of paragraph (5).

(5) The undertaker must not exercise the powers conferred by paragraph (2) unless the undertaker has—

(a) given not less than—

(i) 12 weeks' notice in writing of the undertaker's intention so to do in the case of a prohibition, restriction or other provision intended to have effect permanently; or

(ii) 4 weeks' notice in writing of the undertaker's intention so to do in the case of a prohibition, restriction or other provision intended to have effect temporarily,

to the chief officer of police and to the traffic authority in whose area the road is situated; and

(b) advertised the undertaker's intention in such manner as the traffic authority may specify in writing within 28 days of its receipt of notice of the undertaker's intention in the case of sub-paragraph (a)(i), or within 7 days of its receipt of notice of the undertaker's intention in the case of sub-paragraph (a)(ii).

(6) Any prohibition, restriction or other provision made by the undertaker under paragraph (2)—

(a) has effect as if duly made by, as the case may be—

(i) the traffic authority in whose area the road is situated, as a traffic regulation order under the 1984 Act; or

(ii) the local authority in whose area the road is situated, as an order under section 32 (power of local authorities to provide parking spaces) of the 1984 Act,

and the instrument by which it is effected may specify savings and exemptions to which the prohibition, restriction or other provision is subject; and

(b) is deemed to be a traffic order for the purposes of Schedule 7 (road traffic contraventions subject to civil enforcement) to the Traffic Management Act 2004(a).

(7) Any prohibition, restriction or other provision made under this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraph (2) within a period of 24 months from the opening of the authorised development.

(8) Before exercising the powers conferred by paragraph (2) the undertaker must consult such persons as the undertaker considers necessary and appropriate and must take into consideration any representations made to the undertaker by any such person.

(9) Expressions used in this article and in the 1984 Act have the same meaning in this article as in that Act.

(10) The powers conferred on the undertaker by this article with respect to any road have effect subject to any agreement entered into by the undertaker with any person with an interest in (or who undertakes activities in relation to) premises served by the road.

(a) 2004 c. 18.

(11) If a traffic authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (2), the traffic authority is deemed to have granted the consent.

Signed by authority of the Secretary of State for Transport

Martin Woods

Head of the Transport and Works Act Orders Unit

11th May 2016

Department for Transport

SCHEDULES

SCHEDULE 1

Article 2

AUTHORISED DEVELOPMENT

In the administrative areas of Cambridgeshire County Council, Huntingdonshire District Council and South Cambridgeshire District Council.

The authorised development is situated as follows—

in respect of the whole of each and every Work No. in the administrative area of Cambridgeshire County Council;

in respect of the whole of Work Nos. 1, 2, 3, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.10, 4.11, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64 and 88 and part of Work No.5 in the administrative area of Huntingdonshire District Council; and

in respect of the whole of Work Nos. 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86 and 87 and part of Work No.5 in the administrative area of South Cambridgeshire District Council.

The authorised development is a nationally significant infrastructure project as defined in sections 14 and 22 of the 2008 Act, and associated development within the meaning of section 115(2) of the 2008 Act, comprising—

Work No.1 - shown on sheets 1, 2, 4, 5, 6 and 7 of the works plans and being the improvement of the A1(T) trunk road ('the improved A1') totalling 6.1 kilometres in length, between the south side of the A1(T) Junction with the B1043 at Alconbury and the A1(T) Junction with the B1514 Buckden Road north of Buckden, to include—

- (a) the widening (to 3 lane dual carriageway standard) and realignment of the existing carriageway of the A1(T) between its junction with the B1043 at Alconbury and its junction with the new A14 (Work No.5);
- (b) the realignment of a length of dual 2 lane carriageway from its junction with the new A14 (Work No.5) to the existing A1(T) Junction with the B1514 Buckden Road north of Buckden.
- (c) the construction of flood compensation area 1 at the location shown on sheet 1 of the works plans, 400 metres south of the Alconbury Junction on the west side of the improved A1 close to Cock Brook;
- (d) the construction of drainage attenuation ponds 1 and 2 with associated drainage facilities and landscaping at locations shown on sheet 1 of the works plans with private means of access shown on sheets 1 and 2 of the rights of way and access plans and described in Schedule 4;
- (e) works to restructure Matcham's Bridge over Cock Brook beneath the improved A1 (Work No.1) located 1,200 metres south of Alconbury Junction at the location shown on sheet 1 of the works plans;
- (f) the closure of the junction with Woolley Road located on sheet 2 of the works plans and shown on sheet 2 of the rights of way and access plans;
- (g) the construction of a route for non-motorised users southwards from Brooklands Lane, south of Alconbury Junction, generally in the west verge of the improved A1 and then following the access track to drainage attenuation pond 1 running between the improved A1 and the Huntingdon Life Sciences site to the new Woolley Road (Work No.2);

- (h) the construction of flood compensation area 2 at the location shown on sheet 2 of the works plans, 1,300 metres south of Alconbury Junction on the east side of the improved A1 (Work No.1) close to Cock Brook;
- (i) the construction of flood compensation area 3 at the location shown on sheet 2 of the works plans, 1,700 metres south of Alconbury Junction on the east side of the improved A1 (Work No.1) close to Alconbury Brook;
- (j) the extinguishment of the existing layby on the A1 northbound carriageway situated between 800 and 1,050 metres south of Alconbury Junction and located on sheet 1 of the works plans, and the extinguishment of the existing layby on the A1 southbound carriageway situated between 1,300 metres and 2,050 metres south of Alconbury Junction located on sheet 2 of the works plans and field access from this layby shown on sheet 2 of the rights of way and access plans;
- (k) the re-alignment of Alconbury Brook between 1,900 metres and 2,100 metres south of Alconbury Junction, including the re-location of an existing bailey bridge over the brook at the location shown on sheet 2 of the works plans;
- (l) the construction of drainage attenuation ponds 4 and 6 with associated drainage facilities, access and landscaping at the locations shown on sheet 2 of the works plans and sheet 2 of the rights of way and access plans;
- (m) the construction of drainage attenuation pond 8 with associated drainage facilities, access and landscaping at the location shown on sheet 4 of the works plans and sheet 3 of the rights of way and access plans;
- (n) the construction of a new access track on the east side of the improved A1 (Work No.1) between Alconbury Junction and Brampton Hut Interchange, incorporating a section of the existing layby, proposed to be extinguished, which in addition to serving drainage attenuation ponds 2, 4, 6 and 8 provides private means of access via the re-located bailey bridge from Brampton Hut Interchange to land to the east of Alconbury Brook, as shown on sheets 1, 2 and 3 of the rights of way and access plans and described in Schedule 4;
- (o) the construction of flood compensation area 4 at the location shown on sheet 4 of the works plans, 800 metres north of Brampton Hut Interchange on the west side of the new Woolley Road (Work No.2);
- (p) alterations to the culvert for Ellington Brook Relief Channel beneath the improved A1 (Work No.1) located 500 metres north of Brampton Hut Interchange located on sheet 4 of the works plans;
- (q) the construction of flood compensation area 5 at the location shown on sheet 4 of the works plans, 200 metres north of Brampton Hut Interchange on the east side of the improved A1 (Work No.1);
- (r) the provision of works to effect improvements to the slip roads at Brampton Hut Interchange located on sheet 4 of the works plans;
- (s) the construction of drainage attenuation ponds 10 and 13 with associated drainage facilities and landscaping at locations shown on sheet 5 of the works plans with private means of access as shown on sheets 5 and 6 of the rights of way and access plans and described in Schedule 4;
- (t) the construction of a new culvert for Brampton Brook beneath the improved A1 (Work No.1) located 1,100 metres south of Brampton Hut Interchange, located on sheet 5 of the works plans;
- (u) works associated with the diversion of Bridleway 28/19 as shown on the rights of way and access plans sheets 5 and 6 and described in Schedule 4;
- (v) the construction of a new bridge to carry the new Grafham Road (Work No. 6) over the improved A1 (Work No.1), the new A14 (Work No.5), the new A14/A1 northbound link (Work No.7) and the new A14/A1 southbound link (Work No.8) situated 100 metres south of the point where the existing Grafham Road crosses the A1(T) and located on sheet 6 of the works plans;

- (w) the construction of a new bridge to carry the new A14/A1 northbound link (Work No.7) over the improved A1 (Work No.1) located 600 metres south of the point where the existing Grafham Road crosses the A1(T) and located on sheet 6 of the works plans;
- (x) the construction of flood compensation area 10 at the location shown on sheet 6 of the works plans, immediately south of the new Grafham Road (Work No.6) on the east side of the improved A1 (Work No.1);
- (y) the construction of flood compensation areas 11 and 12 at the locations shown on sheet 6 of the works plans, between 50 and 400 metres south of the new Grafham Road (Work No.6) on the west side of the improved A1 (Work No.1);
- (z) the improvement of Mere Lane (Byway 28/1 and 32/11) for use by construction traffic during of scheme construction on its length between Grafham Road and the B1514 Buckden Road, as located on sheets 6 and 7 of the works plans;
- (aa) the construction of new sign and signal gantries over the improved A1 (Work No.1); and
- (bb) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, noise barrier works, protected species facilities, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.2 - shown on sheets 2 and 4 of the works plans and being the construction of the new Woolley Road single carriageway highway from a point 50 metres north-west of its junction with the A1(T), generally southward for a distance of 2.5 kilometres to a new junction with the A14 to a point 520 metres west of the A1(T)/A14 Brampton Hut Interchange, to include—

- (a) the construction of drainage attenuation ponds 3, 5 and 7 with associated drainage facilities and landscaping at locations shown on sheets 2 and 4 of the works plans with private means of access as shown on sheets 1, 2 and 3 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (b) the construction of a new culvert for Ellington Brook Relief Channel beneath the new Woolley Road located 500 metres north of Brampton Hut Interchange;
- (c) the construction of a new bridge carrying the new Woolley Road (Work No.2) over Ellington Brook located 600 metres west of Brampton Hut Interchange, located on sheet 4 of the works plans;
- (d) the construction of a new cycleway running from the southern corner of the Huntingdon Life Sciences site along the easterly verge of the new Woolley Road southwards and then westwards to the junction with the new bridleway referred to in paragraph (e) below;
- (e) all located on sheet 4 of the works plans, the works associated with the provision of a new bridleway between a point on the new Woolley Road (Work No.2) 200 metres west of the A1(T), generally southward across a new bridge over Ellington Brook to the existing A14 100 metres west of Brampton Hut Interchange. The route continues as a cycleway (within the highway boundary) eastwards along the A14 north verge to Brampton Hut Interchange where crossing facilities are provided to access Brampton Hut Service Area;
- (f) shown on sheet 3 of the rights of way and access plans and described in Schedule 4, the construction of a private means of access running 600 metres generally westwards, and in part alongside Ellington Brook, beginning at a point on the new Woolley Road (Work No.2) 200 metres north-east of the new Ellington Junction (part of Work No.3); and
- (g) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, protected species facilities, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.3 - shown on sheet 4 of the works plans and being the construction of the new A14 Brampton Hut Link dual carriageway highway from a point 200 metres west of the A1(T)/A14

Brampton Hut Interchange, generally south-westward then over the new A14 (Work No.5) to a new junction with the new A14 (Work No.5) at the new Ellington Junction, a total distance of 540 metres, to include—

- (a) the construction of a new Ellington Junction comprising a pair of roundabouts in a dumbbell arrangement across the new A14 (Work No.5);
- (b) the construction of new private means of access from the new Ellington Junction to lands on its south-west side as shown on sheet 3 of the rights of way and access plans and described in Schedule 4; and
- (c) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work Nos. 4.1 to 4.15 - shown on sheets 3, 5, 6, 7, 13, 14, 18, 22 and 23 of the works plans, the excavation, working and restoration of borrow pits to win material required for the construction of the A14 Cambridge to Huntingdon Improvement Scheme, to include—

- (a) Work No. 4.1 - shown on sheet 3 of the works plans, the borrow pit is located on the north side of the A14 and situated between 1 kilometre and 1.3 kilometres west of Brampton Hut Interchange;
- (b) Work No. 4.2 - shown on sheet 3 of the works plans, the borrow pit is located on the north side of the A14 adjacent to Work No. 4.1 and situated between 1 kilometre and 1.3 kilometres west of Brampton Hut Interchange;
- (c) Work No. 4.3 - shown on sheet 5 of the works plans, the borrow pit is located on the west side of the improved A1 (Work No.1) and situated between 400 metres and 900 metres south of Brampton Hut Interchange. The work includes the construction of flood compensation area 7 within the allocated area;
- (d) Work No. 4.4 - shown on sheet 5 of the works plans, the borrow pit is located on the west side of the improved A1 (Work No.1) and situated between 900 metres and 1,100 metres south of Brampton Hut Interchange. The work includes the construction of flood compensation area 8 within the allocated area;
- (e) Work Nos. 4.5 and 4.6 - shown on sheets 5 and 6 of the works plans, the borrow pits are located on the west side of the existing A1 and situated between 1,100 metres and 1,750 metres south of Brampton Hut Interchange;
- (f) Work No. 4.7 - shown on sheet 6 of the works plans, the borrow pit is located on the east side of the existing A1 and situated between Grafham Road and Buckden Road. The work includes the construction of flood compensation area 10 within the allocated area;
- (g) Work No. 4.8 - shown on sheet 7 of the works plans, the borrow pit is located 150 metres to the northern side of the existing Buckden Road and 150 metres south of Sokemans Way;
- (h) Work No. 4.9 - NOT USED
- (i) Work Nos. 4.10 and 4.11 - shown on sheets 13 and 14 of the works plans, the borrow pits are located between Potton Road and Hilton Road to the north of the new A14 (Work No.5) and to the east and south of West Brook;
- (j) Work No. 4.12 - shown on sheet 18 of the works plans, the borrow pit is located to the north-west of the existing Boxworth Road and 1,100 metres to the south-west of the existing A14;
- (k) The improvement of existing Boxworth Road for use by construction traffic on its length between the access point to the borrow pit and the Cambridge Services roundabout, as shown on sheets 18 and 19 of the works plans; and
- (l) Work Nos. 4.13, 4.14 and 4.15 - shown on sheets 22 and 23 of the works plans, the three borrow pits are in a group located to the north-east of the existing A14 and 200 metres to the south-east of Dry Drayton Road.

Work No.5 - shown on sheets 3 to 17 and 19 to 23 of the works plans being the construction of a new all-purpose dual carriageway ('the new A14') and improvements to sections of the existing A14, totalling 26.7 kilometres in length between a point 1,150 metres west of the A1(T)/A14 Brampton Hut Interchange and the junction of the improved A14 with the M11 Motorway at Girton Interchange, to include—

- (a) the construction of drainage attenuation pond 9 with associated drainage facilities and landscaping located on sheet 4 of the works plans and construction of a private means of access from the new Ellington Junction as shown on sheet 3 of the rights of way and access plans and described in Schedule 4;
- (b) the construction of drainage attenuation ponds 11 and 12 with associated drainage facilities, access and landscaping at locations shown on sheet 5 of the works plans and construction of a private means of access from Park Road / Grafham Road as shown on sheets 5 and 6 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (c) the construction of drainage attenuation pond 14 with associated drainage facilities and landscaping located on sheet 6 of the works plans and construction of a private means of access from Park Road / Grafham Road as shown on sheet 6 of the rights of way and access plans and described in Schedule 4;
- (d) the construction of drainage attenuation pond 15 with associated drainage facilities and landscaping located on sheet 8 of the works plans and construction of a private means of access from Brampton Road including improvement of the existing track passing Lodge Farm if required, as shown on sheets 7 and 8 of the rights of way and access plans and described in Schedule 4;
- (e) the construction of drainage attenuation ponds 16 and 17 with associated drainage facilities and landscaping at the locations shown on sheet 8 of the works plans and construction of private means of access from Offord Road, as shown on sheet 8 and 9 of the rights of way and access plans and described in Schedule 4;
- (f) the construction of drainage attenuation pond 18 with associated drainage facilities and landscaping located on sheet 12 of the works plans and construction of a private means of access from Ermine Street as shown on sheets 11 and 12 of the rights of way and access plans and described in Schedule 4;
- (g) the construction of drainage attenuation pond 19 with associated drainage facilities and landscaping located on sheet 13 of the works plans and construction of a private means of access from Potton Road as shown on sheet 13 of the rights of way and access plans and described in Schedule 4;
- (h) the construction of drainage attenuation ponds 20 and 21 with associated drainage facilities and landscaping located on sheet 14 of the works plans and construction of private means of access from Hilton Road as shown on sheet 14 of the rights of way and access plans and described in Schedule 4;
- (i) the construction of drainage attenuation ponds 22 and 23 with associated drainage facilities and landscaping located on sheet 15 of the works plans and construction of a private means of access from the new Conington Road as shown on sheets 14 and 15 of the rights of way and access plans and described in Schedule 4;
- (j) the construction of drainage attenuation pond 24 with associated drainage facilities and landscaping located on sheet 15 of the works plans and construction of a private means of access from New Barns Lane as shown on sheet 15 of the rights of way and access plans and described in Schedule 4;
- (k) the construction of drainage attenuation pond 25 with associated drainage facilities and landscaping located on sheet 16 of the works plans and construction of a private means of access from New Barns Lane as shown on sheet 16 of the rights of way and access plans and described in Schedule 4;

- (l) the construction of drainage attenuation pond 26 with associated drainage facilities and landscaping located on sheet 17 of the works plans and construction of a private means of access from the new Swavesey Junction (Work No.20) as shown on sheet 17 of the rights of way and access plans and described in Schedule 4;
- (m) the construction of drainage attenuation pond 27 with associated drainage facilities and landscaping located on sheet 17 of the works plans and construction of a private means of access from the new A14/Swavesey Junction Link Road (Work No.19) as shown on sheet 17 of the rights of way and access plans and described in Schedule 4;
- (n) the construction of drainage attenuation pond 30 with associated drainage facilities and landscaping located on sheet 17 of the works plans and construction of a private means of access from the new Cambridge Services Link Road (Work No.21) as shown on sheet 17 of the rights of way and access plans and described in Schedule 4;
- (o) the construction of drainage attenuation pond 31 with associated drainage facilities and landscaping located on sheet 17 of the works plans and construction of a private means of access from the Local Access Road (Work No.22) as shown on sheet 17 of the rights of way and access plans and described in Schedule 4;
- (p) the construction of drainage attenuation ponds 33 and 35 with associated drainage facilities and landscaping located on sheet 19 of the works plans and construction of a private means of access from Robin's Lane as shown on sheets 18 and 19 of the rights of way and access plans and described in Schedule 4;
- (q) the construction of drainage attenuation pond 38 with associated drainage facilities and landscaping located on sheet 20 of the works plans and construction of a private means of access from the new Robin's Lane (Work No.23) as shown on sheet 19 of the rights of way and access plans and described in Schedule 4;
- (r) the construction of drainage attenuation ponds 44 and 46 with associated drainage facilities and landscaping located on sheet 22 of the works plans and construction of a private means of access from the Local Access Road (Work No.22) as shown on sheet 21 of the rights of way and access plans and described in Schedule 4;
- (s) the construction of drainage attenuation ponds 49 and 50 with associated drainage facilities and landscaping located on sheet 23 of the works plans and construction of a private means of access from the new Dry Drayton to Girton Local Access Road (Work No.27) as shown on sheet 22 of the rights of way and access plans and described in Schedule 4;
- (t) the construction of drainage attenuation pond 51 with associated drainage facilities and landscaping located on sheet 23 of the works plans and construction of a private means of access from the new Dry Drayton to Girton Access Track (Work No.26), as shown on sheet 23 of the rights of way and access plans and described in Schedule 4;
- (u) the construction for the new A14 (Work No.5), of an eastbound exit slip and westbound entry slip and, for emergency and maintenance access only, an eastbound entry slip road and a westbound exit slip road at the new Ellington Junction (Work No.3) located on sheet 4 of the works plans;
- (v) the construction of flood compensation area 6 at the location shown on sheet 5 of the works plans, 600 metres south-west of Brampton Hut Interchange on the south-west side of the new A14 (Work No.5);
- (w) the construction of a new bridge located 500 metres south of Brampton Hut Interchange to carry the new A14 (Work No.5) and a new cycleway over the improved A1 (Work No.1), located on sheet 5 of the works plans;
- (x) the construction of a new culvert for Brampton Brook beneath the new A14 (Work No.5) situated 1,100 metres south of Brampton Hut Interchange, located on sheet 5 of the works plans;
- (y) works associated with a new section of bridleway from the bridge carrying the new A14 (Work No.5) and a cycleway over the improved A1 (Work No.1) to Park Road on the east

- side of the new A14 (Work No.5) as shown on the rights of way and access plans sheets 5 and 6 and described in Schedule 4;
- (z) works associated with a new section of bridleway from the bridge carrying the new A14 (Work No.5) and a cycleway over the improved A1 (Work No.1) to the new Grafham Road (Work No.6) on the west side of the improved A1 (Work No.1) as shown on the rights of way and access plans sheets 5 and 6 and described in Schedule 4;
 - (aa) the construction of flood compensation area 9 at the location shown on sheets 5 and 6 of the works plans, north of the new Grafham Road (Work No.6) on the east side of the new A14 (Work No.5);
 - (bb) the construction of a new bridge located 450 metres south of the crossing of Park Road over the A1 to carry the new A14/A1 southbound link (Work No.8) over the new A14 (Work No.5), located on sheet 6 of the works plans;
 - (cc) the construction of a new bridge to carry the new A14 (Work No.5) over the new B1514 Buckden Road (Work No.9), located on sheet 7 of the works plans;
 - (dd) the construction of a new westbound exit slip road from the new A14 (Work No.5) leading to the new Brampton Road (Work No.10) for emergency/maintenance use only, located on sheet 7 of the works plans;
 - (ee) the construction of a new westbound entry slip road to the new A14 (Work No.5) for emergency/maintenance use only, situated immediately to the north of pond 15 and leading from the new private means of access, as shown on the rights of way and access plans sheets 7 and 8, that would run alongside the north of the new A14 between the new B1514 Buckden Road (Work No.9) and Buckden Gravel Pits, located on sheet 8 of the works plans. This access would be routed through an underpass beneath the new A14 and immediately west of the new viaduct for the River Great Ouse to access the southern side of the new A14;
 - (ff) the construction of flood compensation areas 13 and 14 at the locations shown on sheet 8 of the works plans, immediately north-west of Buckden Gravel Pits and between Mill Road and the new A14 (Work No.5);
 - (gg) the construction of a new west and east viaduct to carry the new A14 (Work No.5) over Buckden Gravel Pits and the River Great Ouse, located on sheet 8 of the works plans;
 - (hh) the construction of a new track for maintenance access running between Offord Road and the new A14 (Work No.5) along the west side of the East Coast Mainline Railway, located on sheet 8 of the rights of way and access plans and described in Schedule 4;
 - (ii) the construction of flood compensation area 15 at the location shown on sheet 8 of the Works Plans, immediately west of the East Coast Mainline Railway to the north of the new A14 (Work No.5);
 - (jj) the construction of a new bridge to carry the new A14 (Work No.5) over the East Coast Mainline Railway, as located on sheet 8 of the works plans;
 - (kk) the construction of a new bridge to carry the re-aligned B1043 Offord Road (Work No.11) over the new A14 (Work No.5) situated 40 metres to the west of the existing B1043 Offord Road, as shown on sheet 9 of the works plans;
 - (ll) the construction of a new accommodation bridge and approach ramps to support access over the new A14 (Work No.5) located 1,050 metres east of the B1043 Offord Road as shown on sheet 9 of the rights of way and access plans and described in Schedule 4;
 - (mm) the construction of a new bridge to carry the re-aligned Silver Street and Pathfinder Long Distance Walk (Work No.12) over the new A14 (Work No.5) situated 50 metres to the east of the existing Silver Street/Pathfinder Long Distance Walk, located on sheet 10 of the works plans;
 - (nn) the construction of a new culvert to carry the new A14 (Work No.5) over an un-named watercourse situated 210 metres east of Silver Street, located on sheet 10 of the works plans;

- (oo) the construction of a new culvert to carry the new A14 (Work No.5) over an un-named watercourse situated 570 metres east of Silver Street, located on sheet 10 of the works plans;
- (pp) the construction of an eastbound exit slip and a westbound entry slip for the new A14 (Work No.5) at the new A1198 Ermine Street Junction (Work No.13), located on sheet 11 of the works plans;
- (qq) the construction of an eastbound entry slip road and a westbound exit slip road for the new A14 (Work No.5) at the new A1198 Ermine Street Junction (Work No.13) for emergency and maintenance access only, located on sheet 11 of the works plans;
- (rr) works associated with re-alignment of Bridleway 121/10 onto the south side of the new A14 (Work No.5) between 1 kilometre and 1.5 kilometres east of the A1198 Ermine Street as shown on the rights of way and access plans sheet 12 and described in Schedule 4;
- (ss) the construction of a new culvert to carry the new A14 (Work No.5) over the Huntingdonshire D.C. Award Drain situated 700 metres west of Mere Way, located on sheet 12 of the works plans;
- (tt) the construction of a new bridge to carry the Mere Way improvement (Work No.14) over the new A14 (Work No.5), as located on sheet 12 of the works plans and on sheet 12 of the rights of way and access plans;
- (uu) the construction of a new culvert to carry the new A14 (Work No.5) over the Huntingdonshire D.C. Award Drain situated 340 metres east of Mere Way, located on sheet 12 of the works plans;
- (vv) the construction of a new culvert to carry the new A14 (Work No.5) over an un-named watercourse situated 500 metres west of Potton Road, located on sheet 13 of the works plans;
- (ww) the construction of flood compensation area 16 at the location shown on sheet 13 of the works plans, immediately west of the new Potton Road (Work No.15) to the north of the new A14 (Work No.5);
- (xx) the construction of a new bridge to carry the new B1040 Potton Road (Work No.15) over the new A14 (Work No.5) situated 80 metres east of the existing B1040 Potton Road, as located on sheet 13 of the works plans;
- (yy) the construction of a new bridge to carry the new A14 (Work No.5) over the re-aligned West Brook (Work No.15) situated 100 metres east of the existing West Brook, located on sheet 13 of the works plans;
- (zz) the construction of a new bridge to carry the new Hilton Road (Work No.16) over the new A14 (Work No.5) situated 90 metres east of the existing Hilton Road as shown on sheet 14 of the works plans;
- (aaa) the construction of flood compensation area 17 at the location shown on sheet 14 of the works plans, centred 100 metres east of the new Hilton Road (Work No.16), to the north of the new A14 (Work No.5);
- (bbb) the construction of a new culvert to carry the new A14 (Work No.5) over an un-named watercourse situated 120 metres west of the new Conington Road (Work No.17), located on sheet 14 of the works plans;
- (ccc) the construction of a new culvert to carry the new A14 (Work No.5) over the Oxholme Drain, located 450 metres west of the new New Barns Lane (Work No.18), located on sheet 15 of the works plans;
- (ddd) the construction of a new bridge to carry the new Conington Road (Work No.17) over the new A14 (Work No.5) situated 120 metres east of the existing Conington Road as shown on sheet 15 of the works plans;
- (eee) the construction of eastbound exit and entry slip roads and westbound exit and entry slip roads at the new Conington Road (Work No.17) for emergency and

- maintenance access only for the new A14 (Work No.5), located on sheet 15 of the works plans;
- (fff) the construction of a new bridge to carry the new New Barns Lane (Work No.18) over the new A14 (Work No.5) situated at the existing New Barns Lane as shown on sheet 16 of the works plans;
- (ggg) NOT USED;
- (hhh) the construction of a new culvert situated 50 metres to the south-east side of New Barns Lane to carry the new A14 (Work No.5) over Covells Drain, located on sheet 16 of the works plans;
- (iii) NOT USED;
- (jjj) NOT USED;
- (kkk) the construction of a new culvert for an un-named watercourse diverted beneath the new A14 (Work No.5) and situated 120 metres south-east of the access to Friesland Farm, located on sheet 17 of the works plans;
- (lll) the construction of eastbound exit and entry slip roads and westbound exit and entry slip roads at the new Swavesey Junction (Work No.20), located on sheets 17 and 19 of the works plans;
- (mmm) the construction of a new bridge over the new A14 (Work No.5) to carry the main carriageway for the new Swavesey Junction (Work No.20) and demolition of the existing junction bridge over the A14, located on sheet 17 of the works plans;
- (nnn) the construction of a new link to accommodate pedestrians and cyclists between the new Local Access Road (Work No.22) and Boxworth Road carried by bridges over the new A14 (Work No.5), new Local Access Road (Work No.22) and new Cambridge Services Link Road (Work No.21), located on sheet 19 of the works plans;
- (ooo) extensions to the culvert for Swavesey Drain beneath the new A14 (Work No.5) situated 100 metres south-east of the existing Bucking Way Road/A14 junction, located on sheet 19 of the works plans;
- (ppp) the construction of a westbound off-slip road from the new A14 (Work No.5) to Cambridge Services and Boxworth Road at the existing roundabout at Swavesey Junction, located on sheet 19 of the works plans;
- (qqq) extensions to the culvert for Utton's Drove Drain beneath the new A14 (Work No.5) situated south of the sewage works, located on sheet 19 of the works plans;
- (rrr) the construction of flood compensation area 21 at the location shown on sheet 19 of the works plans, to the south of the new A14 (Work No.5) opposite the sewage works;
- (sss) the construction of a new bridge over the new A14 (Work No.5) to carry the main carriageway for the new Robin's Lane (Work No.23), located on sheet 20 of the works plans;
- (ttt) extensions to the culvert for an un-named watercourse beneath the new A14 (Work No.5) situated 500 metres south-east of Hill Farm Cottages, located on sheet 20 of the works plans.
- (uuu) the construction of eastbound exit and entry slip roads and westbound exit and entry slip roads off the new A14 (Work No.5) to the new Bar Hill Junction (Work No.24) with associated landscaping as shown on sheet 21 of the works plans;
- (vvv) the construction of a new access road off the westbound entry slip road to the new A14 (Work No.5) at the new Bar Hill Junction (Work No.24) with an entrance and exit for the existing Service Area, and egress onto the westbound carriageway of the new A14 (Work No.5), located on sheet 21 of the works plans;
- (www) works associated with the construction of a new non-motorised user route along the south side of the new A14 (Work No.5) between the Service Area and Saxon Way continuing on the southern side of the existing roundabout at Crafts Way, located on sheet 21 of the works plans;

- (xxx) the construction of two new bridges over the new A14 (Work No.5) to carry the main carriageway for the new Bar Hill Junction roundabout (Work No.24) and demolition of the existing junction bridge over the A14, located on sheet 21 of the works plans;
- (yyy) extensions to a culvert for Longstanton Brook beneath the new A14 (Work No.5), situated 200 metres west of the new westernmost Bar Hill junction bridge, located on sheet 21 of the works plans;
- (zzz) the construction of a new link to accommodate pedestrians, cyclists and equestrians between a point 120 metres south-east of B1050 Hattons Road on the new Local Access Road (Work No.22) and a point on Crafts Way at the junction with Saxon Way, carried by bridges over the new A14 and the Bar Hill Junction slip roads (Work No.5) 550 metres in length, located on sheet 21 of the works plans;
- (aaaa) alterations to a culvert for Oakington Brook beneath the new A14 (Work No.5) situated 700 metres south-east of the B1050 Hattons Road junction with the A14, located on sheet 21 of the works plans;
- (bbbb) alterations to a culvert for an un-named watercourse that flows into Oakington Brook beneath the new A14 (Work No.5) situated 320 metres north-west of the junction with Oakington Road, located on sheet 22 of the works plans;
- (cccc) the construction of flood compensation area 28 at the location shown on sheet 23 of the works plans, to the south of the new A14 (Work No.5) and west of Catch Hall;
- (dddd) the construction of sign and signal gantries over the new A14 (Work No.5) as required;
- (eeee) the construction of emergency laybys for the new A14 (Work No.5) as required; and
- (ffff) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, noise barrier works, protected species facilities, landscaping works, works associated with the provision of ecological mitigation and such other works as are associated with the construction of the authorised development.

Work No.6 - shown on sheet 6 of the works plans and being the construction of the new Grafham Road single carriageway highway, 1,305 metres in length, from a point 925 metres south-west of the bridge carrying Grafham Road over the A1(T) to a point 380 metres north-east of that bridge, to include—

- (a) the construction of a new private means of access from Grafham Road (Work No.6) to land and to drainage attenuation pond 14 as shown on sheet 6 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (b) the construction of a cycleway along the northernmost verge of the new Grafham Road carriageway within the highway boundary;
- (c) the construction of an access from the new Grafham Road (Work No.6) to a retained length of the existing Grafham Road with an entrance to fishing lakes east of the new A14 (Work No.5);
- (d) the construction of new passing places for vehicles within the verge of the existing Grafham Road between its junction with the improved Mere Lane (Byway 28/1 and 32/11) eastwards to the point where it joins the new Grafham Road (Work No.6);
- (e) the construction of a new private means of access between the existing Grafham Road and Mere Lane as shown on sheet 6 of the rights of way and access plans and described in Schedule 4; and
- (f) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, safety barrier works, fencing works, protected species facilities, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.7 - shown on sheets 6 and 7 of the works plans and being the construction of the new single carriageway A14/A1 northbound link (Work No.7) at the new Brampton Interchange from a point on the new A14 (Work No.5) 410 metres east of the bridge carrying the A1(T) over the B1514 Buckden Road, generally north-westward over the new B1514 Buckden Road (Work No.9), continuing over the improved A1 (Work No.1), then generally northward under the new Grafham Road (Work No.6) to a point on the improved A1 80 metres north-west of the bridge carrying Grafham Road over the A1(T), totalling 1.14 kilometres in length, to include the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, protected species facilities, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.8 - shown on sheets 6 and 7 of the works plans and being the construction of the new single carriageway A1/A14 southbound link road at the new Brampton Interchange from a point on the improved A1 at the bridge carrying the existing Park Road over the A1(T), generally southward under the new Grafham Road (Work No.6), continuing over the new A14 (Work No.5), then over the new B1514 Buckden Road (Work No.9), to a point on the new A14 110 metres south of the junction of Brampton Road with the B1514 Buckden Road, totalling 1.17 kilometres in length, to include—

- (a) the construction of a new eastbound entry slip road to the new A1/A14 southbound link (Work No.8) from the new B1514 Buckden Road (Work No.9) for emergency and maintenance use only; and
- (b) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, protected species facilities, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.9 - shown on sheet 7 of the works plans and being the construction of the new B1514 Buckden Road single carriageway highway, 900 metres in length, from a point 100 metres east of the bridge carrying the A1(T) over the B1514 Buckden Road, generally north-eastward under the new A14 (Work No.5) to a point on the B1514 Buckden Road 490 metres north-east of its junction with Brampton Road, to include—

- (a) the construction of a new private means of access to the new A1/A14 southbound link (Work No.8) from the new B1514 Buckden Road (Work No.9) for emergency and maintenance access as shown on the rights of way and access plans sheet 7 and described in Schedule 4;
- (b) the construction of new private means of access from the new B1514 Buckden Road (Work No.9) for Station Farm and fields to the north of the A14 as shown on the rights of way and access plans sheets 6 and 7 and described in Schedule 4;
- (c) the construction of a new roundabout junction with new Brampton Road (Work No.10) as located on sheet 7 of the works plans;
- (d) the construction of a cycleway within the highway boundary along the northernmost verge of the new B1514 Buckden Road (Work No.9) carriageway, on the west of the new roundabout junction with the new Brampton Road, switching to the southernmost verge on the east of the new junction as located on sheet 7 of the works plans; and
- (e) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.10 - shown on sheet 7 of the works plans and being the construction of the new Brampton Road single carriageway highway, 470 metres in length, from the junction of Brampton Road with the A1(T) Great North Road, generally northward to a junction with the new B1514 Buckden Road (Work No.9) at a point 320 metres east of the bridge carrying the A1(T) Great North Road over the B1514 Buckden Road, to include—

- (a) improvements to the existing private means of access to land and premises between the new Brampton Road (Work No.10) and generally south-eastwards past Lodge Farm as shown on the rights of way and access plans sheets 7 and 8 and as described in Schedule 4;
- (b) the construction of new roads giving access to and from the westbound carriageway of the new A14 (Work No.5) for emergency and maintenance use, shared with new private means of accesses to premises as shown on the rights of way and access plans sheets 7 and 8 and described in Schedule 4;
- (c) the construction of a cycle track with a right of way on foot within the highway boundary along the easternmost verge of the new Brampton Road (Work No.10) carriageway; and
- (d) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.11 - shown on sheets 8 and 9 of the works plans and being the construction of the new B1043 Offord Road single carriageway highway, 1.12 kilometres in length, from a point 120 metres north of the access to Offord Hill Farm, south-westward over the new A14 (Work No.5) to a point on B1043 Offord Road 1 kilometre south-west of the access to Offord Hill Farm, to include—

- (a) the construction of new private means of access to land as shown on sheets 8 and 9 of the rights of way and access plans and described in Schedule 4;
- (b) the construction of a cycleway within the highway boundary along the easternmost verge of the new B1043 Offord Road (Work No.11) carriageway; and
- (c) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.12 - shown on sheet 10 of the works plans and being the construction of the new Silver Street single carriageway highway and Pathfinder Long Distance Walk, 570 metres in length, from a point 70 metres north of the access to Lower Debden Farm, southward over the new A14 (Work No.5) to the point where Silver Street ends 500 metres south of that access, to include—

- (a) the construction of new private means of access to land as shown on sheet 10 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (b) the construction of a cycleway within the highway boundary along the westernmost verge of the new Silver Street (Work No.12) carriageway; and
- (c) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, safety barrier works, fencing works, landscaping works, works associated with the provision of ecological mitigation and such other works as are associated with the construction of the authorised development.

Work No.13 - shown on sheet 11 of the works plans and being the construction of the new A1198 Ermine Street single carriageway highway, 1.08 kilometres in length, from a point 30 metres north-west of the access to the Beacon Field Equine Centre, south-eastward over the new A14 (Work No.5) to a point on A1198 Ermine Street 1.5 kilometres south-west of that access, to include—

- (a) the construction of a junction with the new A14 (Work No.5) with roundabouts in a dumbbell arrangement;
- (b) the construction of new roads giving access to the new A14 (Work No.5) east of Ermine Street for emergency and maintenance purposes as shown on sheet 11 of the rights of way and access plans and described in Schedule 4;

- (c) the construction of new private means of access to land and premises as shown on sheet 11 of the rights of way and access plans and described in Schedule 4;
- (d) the construction of a cycleway within the highway boundary along the easternmost verge of the new A1198 Ermine Street (Work No.13) carriageway; and
- (e) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road marking works, street lighting works at junctions, safety barrier works, fencing works, landscaping works, works associated with the provision of ecological mitigation and such other works as are associated with the construction of the authorised development.

Work No.14 - shown on sheet 12 of the works plans and being the improvement of Mere Way for a length 420 metres, from a point 260 metres south-west of the access to Topfield Farm, generally southward over the new A14 (Work No.5) to a point 680 metres south-west of the access to Topfield Farm, to include—

- (a) the construction of a new culvert to carry the Mere Way improvement (Work No.14) over the Huntingdonshire D.C. Award Drain, on the south side of the new A14 (Work No.5); and
- (b) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.15 - shown on sheet 13 of the works plans and being the construction of the new B1040 Potton Road single carriageway highway, 1.09 kilometres in length, from a point 50 metres north-east of the point where West Brook meets B1040 Potton Road from the west, north-eastward over the new A14 (Work No.5) to a point on B1040 Potton Road 1.14 kilometres north-east of the point on West Brook, to include—

- (a) the construction of new private means of access to land as shown on sheet 13 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (b) the construction of a cycleway within the highway boundary along the westernmost verge of the new B1040 Potton Road (Work No.15) carriageway;
- (c) the construction of a new culvert to carry the new B1040 Potton Road (Work No.15) over the Huntingdonshire D.C. Award Drain;
- (d) the re-alignment of West Brook on the easternmost side of the new B1040 Potton Road (Work No.15) including the connection of the Huntingdonshire D.C. Award Drain; and
- (e) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road marking works, safety barrier works, fencing works, protected species facilities, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.16 - shown on sheet 14 of the works plans and being the construction of the new Hilton Road single carriageway highway, 910 metres in length, from a point 210 metres south-west of the junction of Pear Tree Close and Hilton Road, south-westward over the new A14 (Work No.5) to a point on Hilton Road 170 metres south-west of the access to Oxholme Farm, to include—

- (a) the construction of new private means of access to land and premises as shown on sheet 14 of the rights of way and access plans and described in Schedule 4;
- (b) the construction of a cycleway within the highway boundary along the westernmost verge of the new Hilton Road (Work No.16) carriageway; and
- (c) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, safety barrier works, fencing works, landscaping works, works associated with the provision of ecological mitigation and such other works as are associated with the construction of the authorised development.

Work No.17 - shown on sheet 15 of the works plans and being the construction of the new Conington Road single carriageway highway, 800 metres in length, from a point on the Access Road linking the A14 with Conington Road 210 metres south-east of the junction of the Access Road and Conington Road, generally southward over the new A14 (Work No.5) to a point on Conington Road 500 metres north-west of its junction with New Barns Lane, to include—

- (a) the construction of new private means of access to land as shown on sheet 15 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (b) the construction of a cycleway within the highway boundary along the easternmost verge of the new Conington Road (Work No.17) carriageway linking at its southern limit to the new footpath Reference B, as shown on sheet 15 of the rights of way and access plans and described in Schedule 4;
- (c) the construction of new private means of access for emergency use and maintenance of the new A14 (Work No.5) as shown on sheet 15 of the rights of way and access plans; and
- (d) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.18 - shown on sheet 16 of the works plans and being the construction of the new New Barns Lane single carriageway highway, 490 metres in length, from its junction with the A14, south-westward over the new A14 (Work No.5) to a point on New Barns Lane 490 metres south-west of that junction, to include—

- (a) the construction of new private means of access to land as shown on sheet 16 of the rights of way and access plans and described in Schedule 4;
- (b) the construction of a cycleway within the highway boundary along the westernmost verge of the new New Barns Lane (Work No.18) carriageway; and
- (c) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, safety barrier works, fencing works, protected species facilities, (as required), landscaping works and such other works as are associated with the construction of the authorised development.

Work No.19 - shown on sheets 16 and 17 of the works plans and being the construction of the new A14/Swavesey Junction Link Road dual carriageway highway, 1.12 kilometres in length, from a point on the existing A14, 300 metres north-west of the access to Friesland Farm, generally south-eastward to a junction with the new Bucking Way Road (Work No.20) at Swavesey Junction 280 metres west of the new junction of Anderson Road and Bucking Way Road with the Local Access Road (Work No.22), to include—

- (a) the construction of drainage attenuation pond 28 with associated drainage facilities and landscaping at the location shown on sheet 17 of the works plans and construction of a private means of access from the new A14/Swavesey Junction Link Road (Work No.19) as shown on sheet 17 of the rights of way and access plans and described in Schedule 4;
- (b) the construction of new private means of access to land as shown on sheet 17 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (c) the construction of a new culvert for an un-named watercourse beneath the new A14/Swavesey Junction Link Road (Work No.19) located 150 metres east of the access to Friesland Farm from the A14;
- (d) the construction of a cycle track with a right of way on foot and a separate equestrian track within the highway boundary along the northernmost verge of the new A14/Swavesey Junction Link Road (Work No.19); and
- (e) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at

junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.20 - shown on sheet 17 of the works plans and being the construction of the new Bucking Way Road single carriageway highway, from the new junction of Anderson Road and Bucking Way Road with the Local Access Road (Work No.22), westward to a new junction with the A14/Swavesey Junction Link Road (Work No.19), then south-westward over the new A14 (Work No.5) at the new Wavesey Junction, a total distance of 600 metres, to include—

- (a) the construction of a cycle track with a right of way on foot and a separate equestrian track within the highway boundary along the northernmost side of the new A14/Bucking Way Road joining those provided along the northernmost verge of the new A14/Swavesey Junction Link Road (Work No.19) and the new Local Access Road (also Work No.22);
- (b) the construction of a new Wavesey Junction comprising of a pair of roundabouts in a dumbbell arrangement across the new A14 (Work No.5);
- (c) the construction of a new private means of access to land from Wavesey Junction as shown on sheet 17 of the rights of way and access plans and described in Schedule 4; and
- (d) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.21 - shown on sheets 17 and 19 of the works plans and being the construction of the new Cambridge Services Link Road single carriageway highway, 600 metres in length, from a new junction at the southern end of the new Bucking Way Road (Work No.20), eastward to the existing roundabout adjacent to Cambridge Services, to include—

- (a) the construction of drainage attenuation pond 29 with associated drainage facilities and landscaping at the location shown on sheet 17 of the works plans and construction of a private means of access from the new Cambridge Services Link Road (Work No.21) as shown on sheet 17 of the rights of way and access plans and described in Schedule 4;
- (b) the construction of a new private means of access to land as shown on sheet 17 of the rights of way and access plans and described in Schedule 4;
- (c) the construction of a new culvert for Wavesey Drain beneath the new Cambridge Services Link Road (Work No.21) located 120 metres north-west of the existing roundabout adjacent to Cambridge Services as located on sheet 19 of the works plans;
- (d) the construction of a cycle track with a right of way on foot around the southern and western sides of the existing roundabout within the highway boundary, between Cambridge Services and the new route for pedestrians and cyclists over the new A14 (Work No.5) as shown on sheet 19 of the works plans; and
- (e) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road marking works, street lighting works at junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.22 - shown on sheets 17, 19, 20, 21, and 22 of the works plans and being the construction of the new Local Access Road single carriageway highway between Wavesey Junction and Dry Drayton Road from the new Bucking Way Road (Work No.20) at the new junction with Anderson Road, southward then generally south-eastward through Bar Hill Junction to a new junction with Dry Drayton Road at a point 170 metres north-east of its junction with the A14, a total distance of 5.33 kilometres, to include—

- (a) the construction of drainage attenuation pond 32 with associated drainage facilities and landscaping located on sheet 17 of the works plans and construction of a private means of access from the Local Access Road as shown on sheet 17 of the rights of way and access plans;

- (b) the construction of drainage attenuation ponds 34 and 36 with associated drainage facilities and landscaping located on sheet 19 of the works plans and construction of private means of access from the new Local Access Road (Work No.22) as shown on sheet 18 of the rights of way and access plans;
- (c) the construction of drainage attenuation pond 39 with associated drainage facilities and landscaping located on sheet 20 of the works plans and construction of a private means of access from the new Local Access Road (Work No.22) as shown on sheet 19 of the rights of way and access plans;
- (d) the construction of drainage attenuation ponds 40, 41, 42 and 43 with associated drainage facilities and landscaping located on sheet 21 of the works plans and construction of private means of access from the new Local Access Road (Work No.22) as shown on sheet 20 of the rights of way and access plans;
- (e) the construction of drainage attenuation pond 45 with associated drainage facilities and landscaping located on sheet 22 of the works plans and construction of a private means of access from the new Local Access Road (Work No.22) as shown on sheet 21 of the rights of way and access plans;
- (f) the construction of a new roundabout at the junction with Bucking Way Road (Work No.20) and Anderson Road;
- (g) the construction of new private means of access to land and premises as shown on sheets 18,19, 20 and 21 the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (h) the construction of a cycle track with a right of way on foot and a separate equestrian track along the easternmost verge of the new Local Access Road (Work No.22);
- (i) the construction of access to a new route to accommodate pedestrians and cyclists across the new A14 (Work No.5) from the new Local Access Road (Work No.22) to Boxworth Road located on sheet 17 of the works plans;
- (j) the construction of two bus laybys, one serving each traffic direction, within 200 metres of the new junction of Anderson Road and Bucking Way Road located on sheet 17 of the works plans;
- (k) the construction of a new culvert for Swavesey Drain beneath the new Local Access Road (Work No.22) situated 100 metres south-east of the existing Bucking Way Road/A14 junction located on sheet 19 of the works plans;
- (l) the construction of a new junction with Robin's Lane (Work No.23) situated 150 metres north-west of the existing Robin's Lane junction with the A14 with a crossing for the cycleway provided at Robin's Lane, located on sheet 20 of the works plans;
- (m) the construction of the new bridge to carry Robin's Lane over the new Local Access Road and over the A14 (Work No.5), located on sheet 20 of the works plans;
- (n) the construction of a new junction with the new B1050 Hattons Road link road (Work No.24) with a controlled crossing of the link road, located on sheet 21 of the works plans;
- (o) the construction of a new bridge to carry the new B1050 Hatton's Road link (Work No.24) over the new Local Access Road (Work No.22), located on sheet 21 of the works plans;
- (p) the construction of a controlled crossing of the new Local Access Road (Work No.22) to provide pedestrian, cyclist and equestrian access across the new A14 (Work No.5) to Saxon Way, located on sheet 21 of the works plans;
- (q) the construction of a new culvert for Longstanton Brook beneath the new Local Access Road (Work No.22) situated 220 metres north-west of B1050 Hattons Road, located on sheet 21 of the works plans;
- (r) NOT USED;
- (s) NOT USED;

- (t) NOT USED;
- (u) the construction of a new culvert for Oakington Brook beneath the new Local Access Road (Work No.22) situated 700 metres south-east of B1050 Hattons Road, located on sheet 21 of the works plans;
- (v) NOT USED;
- (w) the construction of a new culvert for an un-named watercourse beneath the new Local Access Road (Work No.22) situated 320 metres north-west of Dry Drayton Road, located on sheet 22 of the works plans; and
- (x) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, noise barrier works, protected species facilities, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.23 - shown on sheet 20 of the works plans and being the construction of the new Robin's Lane single carriageway link road to the new Local Access Road (Work No.22), 600 metres in length, from a point on the new Local Access Road (Work No.22) 150 metres north-west of the existing Robin's Lane junction with the A14, looping over the new A14 (Work No.5) and continuing in a generally south-westerly direction to a point on Robin's Lane 75 metres south-west of the access to Grange Farm, to include—

- (a) the construction of new private means of access to land and premises as shown on sheet 19 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (b) the construction of a cycleway within the highway boundary along the westernmost verge of the new Robin's Lane;
- (c) the construction of drainage attenuation pond 37 with associated drainage facilities and landscaping, and construction of a private means of access as shown on sheet 19 of the rights of way and access plans; and
- (d) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.24 - shown on sheet 21 of the works plans and being the construction of the new B1050 Hattons Road dual carriageway highway from a point opposite the access to Hazlewell Court, in a south-westerly direction bridging over the new Local Access Road (Work No.22), then bridging over the new A14 (Work No.5) at the new Bar Hill Junction where a roundabout is to be constructed, from thence continuing southwards as a single carriageway link road to the junction with Saxon Way and Crafts Way, a total distance of 860 metres, to include—

- (a) the construction of a single carriageway link road between the new B1050 Hattons Road (Work No.24) and the new Local Access Road (Work No.22), including a cycleway along the easternmost verge within the highway boundary;
- (b) the construction of a cycleway within the highway boundary along the easternmost verge of the new B1050 Hattons Road (Work No.24) from the access to Hazlewell Court to the link road between the new B1050 Hattons Road (Work No.24) and the new Local Access Road (Work No.22);
- (c) the construction of new private means of access to land and premises as shown on sheet 20 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access); and
- (d) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at

junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.25 - shown on sheet 22 of the works plans and being the construction of the new Dry Drayton Road single carriageway highway, from a point 300 metres north-east of the junction of Dry Drayton Road with the A14, generally in a south-westerly direction through a new roundabout junction with the new Swavesey Junction to Dry Drayton Local Access Road (Work No.22) and the new Dry Drayton to Girton Access Track (Work No.26), then continuing over the new A14 (Work No.5), through a new roundabout junction with the new Dry Drayton/Girton Local Access Road (Work No.27) to a point in Oakington Road 570 metres south-west of the junction of Oakington Road with the A14, a total length of 970 metres, to include—

- (a) the construction of drainage attenuation pond 47 with associated drainage facilities and landscaping and construction of a private means of access from Oakington Road as shown on sheet 21 of the rights of way and access plans;
- (b) the re-use of an existing section of Dry Drayton Road including the interchange bridge over the existing A14;
- (c) the construction of a cycle track with a right of way on foot and a separate equestrian track within the highway boundary along the westernmost verge of the new Dry Drayton Road (Work No.25) between the new junctions with the new Local Access Road (Work No.22) to Swavesey and the new Local Access Road (Work No.27) to Girton, together with such alterations to the existing interchange bridge as are necessary to accommodate this work; and
- (d) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.26 - shown on sheets 22 to 25 of the works plans and being the construction of the new single carriageway (with passing bays) Dry Drayton to Girton Access Track including a bridleway to allow use by pedestrians, cyclists and equestrians from a new roundabout junction with the new Dry Drayton Road (Work No.25) at a point 180 metres north-east of the junction of Dry Drayton Road with the A14, generally south-eastward to a point at the northern end of the Girton Grange Accommodation Bridge, a total distance of 3.25 kilometres, to include—

- (a) the construction of a new culvert for an un-named watercourse beneath the new Dry Drayton to Girton Access Track (Work No.26) situated 70 metres east of the bridge carrying Dry Drayton Road over the A14, located on sheet 22 of the works plans;
- (b) the construction of a new culvert for Beck Brook beneath the new Dry Drayton to Girton Access Track (Work No.26) situated 250 metres west of Grange Farm, located on sheet 23 of the works plans;
- (c) NOT USED;
- (d) the construction of flood compensation area 30 at the location shown on sheet 24 of the works plans, to the south of the new Dry Drayton to Girton Access Track (Work No.26) and 150 metres south-east of Washpit Brook;
- (e) works necessary to retain the existing Washpit Brook culvert masonry arch and precast extension, located on sheet 24 of the works plans;
- (f) the construction of a new cycle track with a right of way on foot between the northern side of the Girton Grange Accommodation Bridge generally eastwards for 70 metres then northwards for 30 metres following the route of Footpath 99/4, then along an existing path for 70 metres to the south-western termination of Weavers Field; and
- (g) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road marking works, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.27 - shown on sheets 22, 23 and 24 of the works plans and being the construction of the new Dry Drayton to Girton Local Access Road single carriageway highway, from a new junction at a point on Oakington Road 400 metres south-west of the crossing of Oakington Road with the A14, generally south-eastward to a new roundabout junction with the new Huntingdon Road (Work No.30) at Girton Interchange, a total distance of 1,990 metres, to include—

- (a) the construction of drainage attenuation ponds 48 and 49 with associated drainage facilities and landscaping located on sheet 23 of the works plans and construction of a private means of access from the new Dry Drayton to Girton Local Access Road (Work No.27) as shown on sheet 22 of the rights of way and access plans;
- (b) the construction of new private means of access to land and premises including Cambridge Crematorium, together with a new single carriageway highway as shown on sheets 21 and 22 of the rights of way and access plans and described in Schedule 4;
- (c) the construction of new bus laybys situated 300 metres and 450 metres south-east of the new junction at Oakington Road, located on sheet 22 of the works plans;
- (d) the construction of a footway, cycle track with a right of way on foot and a separate equestrian track within the highway boundary along the south-westernmost verge of the new Dry Drayton to Girton Local Access Road (Work No.27);
- (e) the construction of new private means of access to land and premises including improvement of the existing farm track to Catch Hall as shown on sheet 22 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (f) the construction of a new junction with The Avenue situated 350 metres north-west of the new Huntingdon Road junction at Girton Interchange, located on sheet 23 of the works plans;
- (g) the construction of a new culvert for Beck Brook beneath the new Dry Drayton to Girton Local Access Road (Work No.27) situated 750 metres north-west of the new Huntingdon Road (Work No.30) junction at Girton Interchange, located on sheet 23 of the works plans;
- (h) the construction of a new culvert for an un-named watercourse beneath the new Dry Drayton to Girton Local Access Road (Work No.27) situated 100 metres north-west of the new Huntingdon Road junction at Girton Interchange, located on sheet 23 of the works plans; and
- (i) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road marking works, street lighting works at junctions, safety barrier works, fencing works, protected species facilities, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.28 - shown on sheets 23, 24 and 25 of the works plans and being the construction of the new single carriageway A14 Eastbound Link at Girton Interchange, from a point on the new A14 (Work No.5) 450 metres north-west of Grange Farm generally south-eastward then eastward to a point on the A14, 40 metres west of the Girton Grange Accommodation Bridge over the A14, a total distance of 1.8 kilometres, to include—

- (a) the construction of drainage attenuation pond 52 with associated drainage facilities and landscaping located on sheet 23 of the works plans and construction of a private means of access from the new Dry Drayton to Girton Access Track (Work No.26), as shown on sheet 22 of the rights of way and access plans and described in Schedule 4;
- (b) the construction of drainage attenuation pond 57 with associated drainage facilities and landscaping located on sheet 24 of the works plans and construction of a private means of access from the new Dry Drayton to Girton Access Track (Work No.26), as shown on sheet 23 of the rights of way and access plans and described in Schedule 4;
- (c) the construction of drainage attenuation pond 54 with associated drainage facilities and landscaping located on sheet 24 of the works plans and construction of a private means of

access from the new A1307 Huntingdon Road (Work No.30), as shown on sheet 23 of the rights of way and access plans and described in Schedule 4; and

- (d) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, noise barrier works, protected species facilities, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.29 - shown on sheets 23, 24 and 25 of the works plans and being the construction of the new single carriageway A14 Westbound Link at Girton Interchange, from a point on the new A14 (Work No.5) 550 metres north-west of the access to Grange Farm generally south-eastward then looping southward and eastward to a point on the A14 130 metres east of the Girton Road bridge over the A14, a total distance of 3.1 kilometres, to include—

- (a) the construction of drainage attenuation ponds 53 and 55 with associated drainage facilities and landscaping located on sheet 24 of the works plans and construction of a private means of access from the new A1307 Huntingdon Road (Work No.30), as shown on sheet 23 of the rights of way and access plans and described in Schedule 4;
- (b) extensions to the culvert for Beck Brook beneath the new A14 Westbound Link (Work No.29) situated 700 metres south-east of Cambridge Crematorium, located on sheet 23 of the works plans;
- (c) the construction of a new bridge to carry the new A14 Westbound Link (Work No.29) over the new Huntingdon Road (Work No.30), located on sheet 24 of the works plans;
- (d) the closure of the junction of the A14 Westbound Link with The Avenue except for maintenance use for the new A14 (Work No. 5) as located on sheet 23 of the works plans and as shown on sheet 22 of the rights of way and access plans and described in Schedule 4;
- (e) the construction of a new culvert for an un-named watercourse beneath the new A14 Westbound Link (Work No.29) alongside the line of Bridleway 99/6, located on sheet 24 of the works plans;
- (f) the construction of a new bridge to carry the new A14 Westbound Link (Work No.29) over the improvement of the A428 Eastbound carriageway (Work No.31), located on sheet 24 of the works plans;
- (g) the construction of new retaining walls and reinforced earth embankment over a length of 250 metres to support the new A14 Westbound Link (Work No.29) on its eastern approach to the new bridge to carry the new A14 Westbound Link (Work No.29) over the improvement of the A428 Eastbound carriageway (Work No.31), located on sheet 24 of the works plans;
- (h) alterations to the exit slip road from the A14 Westbound Link (Work No.29) to the M11 Motorway southbound carriageway, located on sheet 24 and 25 of the works plans;
- (i) the construction of a new retaining wall to support the alterations to the exit slip road from the A14 Westbound Link (Work No.29) to the M11 Motorway southbound carriageway, located on sheet 24 and 25 of the works plans;
- (j) the construction of new signs and signal gantries over the A14 Westbound Link;
- (k) works associated with the replacement bridleway for Bridleway 99/6 along the west side of the new A14 Westbound Link (Work No.29) generally southwards from the new A1307 Huntingdon Road to join the existing Bridleway 154/2, 200 metres to the north-east of its crossing of the A428, located on sheet 24 of the works plans; and
- (l) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road marking works, street lighting works at junctions, safety barrier works, fencing works, protected species facilities, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.30 - shown on sheets 24 and 25 of the works plans and being the construction of the new A1307 Huntingdon Road single carriageway highway at Girton Interchange from a new roundabout junction with the new Dry Drayton to Girton Local Access Road (Work No.27) at a point 800 metres north-west of the bridge carrying the M11 Motorway over the A428, generally south-eastward under the A14 Westbound Link (Work No.29), under the M11 Motorway and over the existing bridge carrying the A1307 Huntingdon Road over the A14 Westbound Link (Work No.29), to a point on the A1307 Huntingdon Road 450 metres south-east of that bridge, a total distance of 1.5 kilometres, to include—

- (a) the construction of drainage attenuation pond 56 with associated drainage facilities and landscaping located on sheet 24 of the works plans and construction of a private means of access from the new A1307 Huntingdon Road (Work No.30), as shown on sheet 23 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (b) the construction of an exit slip road at Girton Interchange between the new A14 (Work No.5) and a new roundabout junction at the new A1307 Huntingdon Road (Work No.30) on the east side of the M11, located on sheet 24 of the works plans;
- (c) the construction of an entry slip road at Girton Interchange between a junction at the new A1307 Huntingdon Road (Work No.30) on the west side of the new A14 Westbound Link (Work No.29), and the new A14 Westbound Link, located on sheet 24 of the works plans;
- (d) the construction of a cycle track with a right of way on foot and a separate equestrian track within the highway boundary along the south-westernmost verge of the new A1307 Huntingdon Road (Work No.30);
- (e) modifications to the existing Huntingdon Road Bridge over the A14, located on sheet 24 of the works plans;
- (f) the construction of a new culvert for Washpit Brook beneath the new A1307 Huntingdon Road (Work No.30) situated 70 metres south-east of its crossing of the M11, located on sheet 24 of the works plans; and
- (g) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road marking works, street lighting works at junctions, safety barrier works, fencing works, protected species facilities landscaping works and such other works as are associated with the construction of the authorised development.

Work No.31 - shown on sheet 24 of the works plans and being the improvement of the A428 Eastbound carriageway over a distance of 1,350 metres from a point 850 metres south-west of the bridge carrying the A428 under the M11 Motorway at Girton Interchange generally north-eastward, under the new A14 Westbound Link (Work No.29) to a point 100 metres north-east of the bridge carrying the A1307 Huntingdon Road over the A428, to include—

- (a) alterations at Girton Interchange to the exit slip road from the M11 Motorway northbound carriageway to the improved A428 Eastbound carriageway (Work No.31); and
- (b) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road marking works, street lighting works at junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.32 - shown on sheet 24 of the works plans and being the improvement of the A428 Westbound carriageway over a distance of 730 metres from a point 670 metres south-west of the bridge carrying the A428 under the M11 Motorway at Girton Interchange generally north-eastward, under that M11 bridge to a point 60 metres east of that bridge, to include—

- (a) works associated with a new bridleway route along the southern limit of deviation generally in an easterly direction between the crossing of Bridleway 154/2 over the A428 and the crossing of Footpath 99/5 and Footpath 154/3 beneath the M11 as shown on sheet 23 of the rights of way and access plans and described in Schedule 4 (permanent stopping

up of highways and private means of access and provision of new highways and private means of access); and

- (b) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.33 - shown on sheets 25 to 28 of the works plans and being the improvement of the A14 Girton to Milton dual carriageway highway ('the improved A14'), and comprising works that are exclusive of and in addition to any works undertaken by the undertaker in connection with the pinch point scheme for the A14 Junction 31 to 32 Eastbound and Westbound Improvements, from the termination of the A14 Westbound Link (Work No.29) at a point on the improved A14, near Junction 31 and 130 metres east of the Girton Road bridge over the A14, generally eastward to a point 200 metres west of Junction 33 (Milton Junction), a total length of 4.1 kilometres, to include—

- (a) the widening (to 3 lane dual carriageway standard) of the existing carriageway of the A14 between the west facing slip roads at its junction with the B1049 at Histon and the west facing slip roads at its junction with the A10 at Milton;
- (b) the construction of drainage attenuation pond 58 with associated drainage facilities and landscaping located on sheet 26 of the works plans and construction of a new private means of access from Lone Tree Avenue, as shown on sheet 25 of the rights of way and access plans and described in Schedule 4;
- (c) the construction of drainage attenuation pond 59 with associated drainage facilities and landscaping located on sheet 28 of the works plans and construction of a private means of access from Kings Hedges Bridge along the north side of the improved A14, as shown on sheet 26 of the rights of way and access plans and described in Schedule 4; the improvement of both the east facing and west facing A14 slip roads at Histon Junction, located on sheet 26 of the works plans;
- (d) the construction of new retaining walls to support the improved A14 (Work No.33) at the A14 slip roads at Histon Junction, located on sheet 26 of the works plans;
- (e) the improvement of the B1049 Cambridge Road North at Histon Junction, located on sheet 26 of the works plans;
- (f) the construction of a new retaining wall to support the improvements to the A14 eastbound exit slip road and the B1049 Cambridge Road North on the north-west side at Histon Junction, located on sheet 26 of the works plans;
- (g) the construction of new strengthened earthworks to support the improvements to the A14 eastbound entry slip road at Histon Junction, located on sheet 26 of the works plans;
- (h) alterations to the footways, cycle tracks and signalised crossings at Histon Junction, located on sheet 26 of the works plans;
- (i) the construction of new strengthened earthworks to support the improved A14 (Work No.33) on its northern side between the A14 eastbound entry slip road at Histon Junction and the Cambridgeshire Guided Busway (Impington Guided Busway) crossing, located on sheets 26 and 27 of the works plans;
- (j) the construction of a new reinforced earth slope to support the improved A14 (Work No.33) on its southern side between the A14 eastbound exit slip road at Histon Junction and a point 200 metres west of the Cambridgeshire Guided Busway (Impington Guided Busway) crossing, located on sheets 26 and 27 of the works plans;
- (k) works to extend the bridge carrying the improved A14 (Work No.33) over the Cambridgeshire Guided Busway (Impington Guided Busway) on its northern side, located on sheet 27 of the works plans;
- (l) works to extend the bridge carrying the improved A14 (Work No.33) over Kings Hedges Bridge on its northern side, located on sheet 27 of the works plans;

- (m) works to modify the existing Milton Junction east bridge to accommodate 3 traffic lanes, located on sheet 28 of the works plans;
- (n) works to improve the A14 slip roads on the western side of Milton Junction, located on sheet 28 of the works plans;
- (o) works to improve the A10 on the northern side of Milton Junction, located on sheet 28 of the works plans;
- (p) the construction of a new retaining wall to support the improvement to the A14 eastbound exit slip at Milton Junction on its side facing the A14 dual carriageway, located on sheet 28 of the works plans;
- (q) the construction of new signs and signal gantries and associated retaining walls to support them where required for the improved A14 (Work No.33);
- (r) the construction of new emergency laybys and associated retaining walls to support them where required for the improved A14 (Work No.33); and
- (s) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, noise barrier works, landscaping works, works associated with the provision of ecological mitigation and such other works as are associated with the construction of the authorised development.

Work No.34 - shown on sheet 29 of the works plans and being the construction of the new Views Common Link single carriageway highway in Huntingdon, 520 metres in length, from a new junction with the existing A14 430 metres north-west of the viaduct carrying the existing A14(T) over the B1514 Brampton Road in Huntingdon, generally south-westward to a new junction with Hinchingsbrooke Park Road at its junction with the slip road from the southbound Brampton Road, to include—

- (a) the construction of a new roundabout junction with the A1307 (being the de-trunked A14(T)), located on sheet 29 of the works plans;
- (b) the construction of drainage attenuation ponds 60 and 61 with associated drainage facilities and landscaping and construction of a private means of access for each pond from the new Views Common Link (Work No.34), as shown on sheet 28 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (c) works to improve Hinchingsbrooke Park Road junction with the B1514 Brampton Road;
- (d) the construction of an access to the Cambridgeshire Constabulary HQ, as shown on sheet 28 of the rights of way and access plans and described in Schedule 4;
- (e) the construction of a cycle track with a right of way on foot within the authorised development along the south-eastern verge of the new Views Common Link between the Hinchingsbrooke Park Road junction and the gated access to Views Common;
- (f) the construction of an access for agricultural traffic to Views Common from the new roundabout junction with the A1307, as shown on sheet 28 of the rights of way and access plans and described in Schedule 4;
- (g) the construction of a cycle track with a right of way on foot from the gated access to Views Common off the new Views Common Link in north-easterly direction to a junction with Footpath 133/11, located on the rights of way and access plans sheet 28;
- (h) the construction of a footpath from the gated access to Views Common off the new Views Common Link in north-easterly direction, around the perimeter of the new junction with the A14(T), and Footpath 133/11 east of the existing A14(T) underpass, located on the rights of way and access plans sheet 28;
- (i) the construction of a drainage outfall to Alconbury Brook;
- (j) the construction of a cycle track with a right of way on foot along the both sides of Hinchingsbrooke Park Road between its junctions with the B1514 Brampton Road and the new Views Common Link (Work No.34); and

- (k) the provision of such other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road marking works, street lighting works at junctions, safety barrier works, fencing works, landscaping works and other works associated with the construction of the authorised development.

Work No.35 - shown on sheet 29 of the works plans and being the improvement of the B1514 Brampton Road single carriageway highway in Huntingdon, from its junction with Hinchingsbrooke Park Road, generally eastward to a new junction with the new Mill Common Link (Work No.36) at a point 80 metres east of the bridge carrying the B1514 Brampton Road over the East Coast Mainline Railway, a total distance of 500 metres, to include—

- (a) works to alter the cycle track with a right of way on foot along the north side of Brampton Road in the vicinity of the bridge over the East Coast Mainline Railway;
- (b) works to modify the junction of Brampton Road with Hinchingsbrooke Park Road including signalisation and controlled crossings for pedestrians and cyclists; and
- (c) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road markings works, street lighting works at junctions, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No. 36 - shown on sheet 29 of the works plans and being the construction of the new Mill Common Link single carriageway highway in Huntingdon, 680 metres in length, from a new junction with B1514 Brampton Road at a point 80 metres east of the bridge carrying the B1514 Brampton Road over the East Coast Mainline Railway, generally south-eastward to a new junction with the A14 and the new Pathfinder Link (Work No.37) at a point 30 metres west of the underpass carrying the existing A14 over the road called Mill Common, to include—

- (a) removal of the viaduct carrying the A14 over the East Coast Mainline Railway and the B1514 Brampton Road;
- (b) construction of a new road access to Huntingdon Railway Station forecourt as shown on sheet 28 of the rights of way and access plans and described in Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access);
- (c) construction of a new road access to Huntingdon Railway Station car park, as shown on sheet 28 of the rights of way and access plans and described in Schedule 4;
- (d) construction of a cycle track with a right of way on foot along the both sides of the new Mill Common Link (Work No.36) between its junction improvement with the B1514 Brampton Road and its new road access to Huntingdon Railway Station forecourt;
- (e) the construction of an attenuation and treatment tank with associated outfall to Alconbury Brook; and
- (f) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road marking works, street lighting works, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No. 37 - shown on sheet 29 of the works plans and being the construction of the Pathfinder Link Road single carriageway highway in Huntingdon, 150 metres in length, from a new junction with Huntingdon Ring Road at its junction with Prince's Street, generally southward to a new junction with the de-trunked A14 and the new Mill Common Link (Work No.36), to include—

- (a) works to improve Huntingdon Ring Road, Prince's Street and St Mary's Street in the vicinity of the new junction;
- (b) works to re-align the road called Mill Common; and
- (c) the provision of other works including drainage works, earthworks, pavement works, kerbing and paved areas works, signing and road marking works, street lighting works, safety barrier works, fencing works, landscaping works and such other works as are associated with the construction of the authorised development.

Work No.38 - shown on sheet 1 of the works plans, the diversion of overhead electricity power lines underground over a length of 200 metres to cross the improved A1 (Work No.1) 1,250 metres south of Alconbury Junction, to accommodate the improved A1 (Work No.1).

Work No.39 - shown on sheets 2 and 4 of the works plans, the diversion of a water pipeline over a length of 1,800 metres from the existing Woolley Road junction with the A1(T) southwards along the west side of the new Woolley Road (Work No.2) and crossing the new Woolley Road near to the Ellington Brook Relief Channel and continuing southwards along the west side of the improved A1, to accommodate the improved A1 (Work No.1) and the new Woolley Road (Work No.2).

Work No.40 - shown on sheet 4 of the works plans, the diversion of 90 metres of underground oil pipeline to accommodate a square crossing of the new Woolley Road (Work No.2).

Work No.41 - shown on sheets 3 and 4 of the works plans, the diversion of 1,300 metres of water pipeline from a point on the A14(T) 270 metres west of Brampton Hut Interchange to a point 870 metres further to the west on the A14(T), to accommodate the new Ellington Junction (Work No.3) and the new A14 (Work No.5).

Work No.42 - shown on sheet 4 of the works plans, the diversion of 150 metres of overhead electricity power line to accommodate a square crossing of the new A14 (Work No.5), located 350 metres to the south-west of Brampton Hut Interchange.

Work No.43 - shown on sheets 4 and 5 of the works plans, the diversion of 400 metres of oil pipeline to cross the new A14 (Work No.5) and accommodate the improved A1 (Work No.1), from a point 320 metres south of Brampton Hut Interchange generally in a southerly direction.

Work No. 44 - shown on sheet 4 of the works plans, the diversion of overhead electricity power lines underground over a length of 90 metres to cross the new Woolley Road (Work No.2) 250 metres to the north-west of the Brampton Hut Interchange, to accommodate the new Woolley Road (Work No.2).

Work No.45 - shown on sheet 13 of the works plans, the lowering of 130 metres of water pipeline beneath the new A14 (Work No.5).

Work No.46 - shown on sheet 7 of the works plans, the diversion of 850 metres of water pipeline to accommodate the new A14 (Work No.5), the new A1/ A14 southbound link road (Work No.8), the new B1514 Buckden Road (Work No.9) and the new Brampton Road (Work No.10).

Work No.47 - NOT USED.

Work No.48 - NOT USED.

Work No.49 - shown on sheet 7 of the works plans, the diversion of 140 metres of electricity power line to accommodate the new A14 (Work No.5), the new A1/ A14 southbound link road (Work No.8), the new B1514 Buckden Road (Work No.9) and the new Brampton Road (Work No.10).

Work No.50 - shown on sheet 7 of the works plans, the diversion of 160 metres of water pipeline to accommodate a square crossing of the new A14 (Work No.5).

Work No.51 - shown on sheet 7 of the works plans, the diversion of 70 metres of electricity power line to accommodate a square crossing of the new A14 (Work No.5).

Work No.52 - shown on sheet 8 of the works plans, the diversion of 175 metres of electricity power line underground to accommodate the new A14 (Work No.5).

Work No.53 - shown on sheets 8 and 9 of the works plans, the diversion of 340 metres of gas pipeline to accommodate the new A14 (Work No.5) and the new B1043 Offord Road (Work No.11).

Work No.54 - shown on sheet 9 of the works plans, the diversion of 420 metres of electricity power line to accommodate the new A14 (Work No.5).

Work No.55 - shown on sheet 9 of the works plans, the diversion of 925 metres of water pipeline to accommodate the new A14 (Work No.5).

Work No.56 - shown on sheet 10 of the works plans, the diversion of 240 metres of water pipeline to accommodate a square crossing of the new A14 (Work No.5).

Work No.57 - shown on sheet 10 of the works plans, the diversion of 330 metres of electricity power line underground to accommodate a square crossing of the new A14 (Work No.5).

Work No.58 - shown on sheets 10 and 11 of the works plans, the diversion of 710 metres of water pipeline to accommodate the new A14 (Work No.5).

Work No.59 - shown on sheet 13 of the works plans, the diversion of 950 metres of gas pipeline to accommodate the new B1040 Potton Road (Work No.15).

Work No.60 - shown on sheet 14 of the works plans, the diversion of 240 metres of electricity power line to accommodate a square crossing of the new A14 (Work No.5).

Work No.61 - shown on sheet 14 of the works plans, the diversion of 610 metres of gas pipeline to accommodate the new Hilton Road (Work No.16) and drainage attenuation pond 21.

Work No.62 - shown on sheet 14 of the works plans, the diversion of 850 metres of foul water pipeline to accommodate the new Hilton Road (Work No.16).

Work No.63 - shown on sheet 15 of the works plans, the diversion of 230 metres of gas pipeline to accommodate the new Conington Road (Work No.17).

Work No.64 - shown on sheet 15 of the works plans, the diversion of 500 metres of water pipeline to accommodate the new A14 (Work No.5) and the new Conington Road (Work No. 17).

Work No.65 - shown on sheets 15 and 16 of the works plans, the diversion of 960 metres of gas pipeline to accommodate the new A14 (Work No. 5) and the new New Barns Lane (Work No.18).

Work No.66 - shown on sheet 16 of the works plans, the diversion of 450 metres of water pipeline to accommodate the new New Barns Lane (Work No.18).

Work No.67 - shown on sheet 16 of the works plans, the diversion of 280 metres of electricity power line to accommodate a square crossing of the new A14 (Work No.5).

Work No.68 - shown on sheet 16 of the works plans, the diversion of 600 metres of electricity power line to accommodate the new A14 (Work No.5).

Work No.69 - shown on sheets 16, 17 and 19 of the works plans, the diversion of 2,580 metres of water pipeline to accommodate the new A14 (Work No.5), new Bucking Way Road (Work No. 20) and the new Cambridge Services Link Road (Work No.21).

Work No.70 - shown on sheets 17 and 19 of the works plans, the diversion of 530 metres of gas pipeline to accommodate the new A14 (Work No.5) the new Cambridge Services Link Road (Work No.21) and the new Local Access Road (Work No.22).

Work No.71 - shown on sheets 19, 20 and 21 of the works plans, the diversion of 2,960 metres of water pipelines on the southern side of the new A14 (Work No.5) to accommodate the new A14 (Work No.5).

Work No.72 - shown on sheet 19 of the works plans, the diversion of 180 metres of foul water pipeline to accommodate the new A14 (Work No.5) and the new Local Access Road (Work No.22).

Work No.73 - shown on sheets 20 and 21 of the works plans, the diversion of 1,550 metres of gas pipeline on the southern side of the new A14 (Work No.5) to accommodate the new A14 (Work No.5) and the new Robin's Lane (Work No.23).

Work No.74 - shown on sheets 19, 20 and 21 of the works plans, the diversion of 2,250 metres of foul water pipeline to accommodate the new A14 (Work No.5) the new Local Access Road (Work No.22), and the new Bar Hill Junction (part of Work No.24).

Work No.75 - shown on sheet 21 of the works plans, the diversion of 460 metres of electricity power line to accommodate the new B1050 Hattons Road (Work No.24).

Work No.76 - shown on sheet 21 of the works plans, the diversion of 700 metres of water pipeline to accommodate the new B1050 Hattons Road/Bar Hill Junction (Work No.24).

Work No.77 - shown on sheet 21 of the works plans, the diversion of 485 metres of electricity power line to accommodate the new A14 (Work No.5) and the new Local Access Road (Work No.22).

Work No.78 - shown on sheet 22 of the works plans, the diversion of 190 metres of gas pipeline to accommodate the new A14 (Work No.5).

Work No.79 - shown on sheet 22 of the works plans, the diversion of 150 metres of foul water pipeline to accommodate the new A14 (Work No.5).

Work No.80 - shown on sheets 22 and 23 of the works plans, the diversion of 790 metres of water pipeline to accommodate the new A14 (Work No.5) and the new Dry Drayton to Girton Access Track (Work No.26).

Work No.81 - shown on sheet 19 of the works plans, the diversion of 700 metres of gas pipeline to accommodate the new A14 (Work No.5) east of Swavesey Junction.

Work No.82 - shown on sheet 19 of the works plans, the diversion of 880 metres of foul water pipeline to accommodate the new A14 (Work No.5) east of Swavesey Junction.

Work No.83 - shown on sheet 23 of the works plans, the diversion of 120 metres of water pipeline to accommodate the new Dry Drayton to Girton Local Access Road (Work No.27).

Work No.84 - shown on sheet 25 of the works plans, the diversion of 160 metres of gas pipeline to accommodate the improved A14 (Work No.33).

Work No.85 - NOT USED.

Work No.86 - shown on sheet 26 of the works plans, the diversion of 570 metres of gas pipeline to accommodate the improved A14 (Work No.33).

Work No.87 - shown on sheet 27 of the works plans, the diversion of 300 metres of foul and storm water pipelines to accommodate the improved A14 (Work No.33).

Work No.88 - shown on sheet 29 of the works plans, the diversion of 80 metres of gas pipeline to accommodate the construction of the Pathfinder Link Road (Work No.37).

Work No.89 - shown on sheet 4 of the works plans, the diversion of 170 metres of overhead power line underground to accommodate the improved A14 (Work No.5).

Work No.90 - shown on sheet 21 of the works plans, the diversion of 750 metres of gas pipeline to accommodate the improved A14 (Work No.5) and the new B1050 Hattons Road (Work No.24).

And for the purposes of or in connection with the construction of any of the works mentioned above, further development within the Order limits consisting of—

- (a) alteration of the layout of any street permanently or temporarily, including but not limited to increasing the width of the carriageway of the street by reducing the width of any kerb, footway, cycle track, or verge within the street; and altering the level or increasing the width of any such kerb, footway, cycle track, or verge within the street;
- (b) works for the strengthening, improvement, repair, maintenance or reconstruction of any street;
- (c) works for the strengthening, alteration or demolition of any building;

- (d) ramps, means of access, footpaths, footways, bridleways, equestrian tracks, cycle tracks, cycle tracks, non-motorised links, byways open to all traffic and crossing facilities;
- (e) embankments, viaducts, bridges, aprons, abutments, shafts, foundations, retaining walls, drainage works, outfalls, pumping stations, wing walls, highway lighting, fencing and culverts;
- (f) street works, including breaking up or opening a street, or any sewer, drain or tunnel under it, and tunnelling or boring under a street;
- (g) works to place, alter, remove or maintain street furniture or apparatus in a street, or apparatus in other land, including mains, sewers, drains, pipes, cables and lights;
- (h) works to alter the course of, or otherwise interfere with, watercourses;
- (i) landscaping, noise barriers, works associated with the provision of ecological mitigation, and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised development;
- (j) works for the benefit or protection of land affected by the authorised development;
- (k) site preparation works, site clearance (including fencing, vegetation removal, demolition of existing structures and the creation of alternative footpaths) and earthworks (including soil stripping and storage and site levelling);
- (l) the felling of trees;
- (m) construction compounds and working sites, storage areas, temporary vehicle parking, construction fencing, perimeter enclosure, security fencing, construction-related buildings, temporary worker accommodation facilities, welfare facilities, construction lighting, haulage roads and other buildings, machinery, apparatus, works and conveniences; and
- (n) such other works, of whatever nature, including works of demolition and borrow pits to provide a source of construction material, as may be necessary or expedient for the purposes of, or for purposes ancillary to, the construction of the authorised development.

SCHEDULE 2

REQUIREMENTS

Article 5

PART 1

REQUIREMENTS

Interpretation

1. In this Schedule—

“the borrow pits restoration and aftercare strategy” means the document of that description set out in Schedule 10 (documents to be certified) certified by the Secretary of State as the borrow pits restoration and aftercare strategy for the purposes of this Order and which sets out the general restoration and aftercare arrangements for the borrow pits referred to in Schedule 1 (authorised development), together with the process by which a borrow pit restoration and aftercare plan for each borrow pit will be prepared, consulted upon and finalised;

“the code of construction practice” means the document of that description set out in Schedule 10 certified by the Secretary of State as the code of construction practice for the purposes of this Order and which contains obligations on the undertaker to prepare, amongst other things, construction environmental management plans and local environmental management plans in order to secure a number of specified mitigation measures during construction of the authorised development in respect of general site operations, air quality, cultural heritage, community and private assets, geology and soils (which includes complying with a soil management strategy (appendix 12.2 to the environmental statement) and the associated technical annex (document reference HE/A14/EX/125)), landscape, material resources, nature conservation, noise and vibration, road drainage and the water environment and traffic, transport and all travellers;

“contaminated land” has the same meaning as that given in section 78A of the Environmental Protection Act 1990^(a);

“the Design Council’s Design Review panel” means the group of independent professionals assembled by the Design Council (registered charity number 272099) to undertake reviews of the design of infrastructure projects in accordance with guidance published by the Design Council from time to time;

“European protected species” has the same meaning as in regulations 40 (European protected species of animals) and 44 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2010^(b);

“the flood risk assessment” means the document of that description set out in Schedule 10 certified by the Secretary of State as the flood risk assessment for the purposes of this Order; and

“nationally protected species” means any species protected under the Wildlife and Countryside Act 1981^(c).

(a) 1990 c. 43. There are amendments to this Act which are not relevant to this Order.
(b) S.I. 2010/490, to which there are amendments not relevant to this Order.
(c) 1981 c. 69.

Time limits

2. The authorised development must not commence later than the expiration of 5 years beginning with the date on which this Order comes into force.

Preparation of detailed design, etc.

3.—(1) The authorised development must be designed in detail and carried out so that it is compatible with the preliminary scheme design shown on the works plans and the engineering section drawings unless otherwise agreed in writing by the Secretary of State following consultation with the relevant planning authority on matters related to its functions and provided that the Secretary of State is satisfied that any amendments to the works plans and the engineering section drawings showing departures from the preliminary design would not give rise to any materially new or materially worse adverse environmental effects in comparison with those reported in the environmental statement.

(2) Where amended details are approved by the Secretary of State under sub-paragraph (1), those details are deemed to be substituted for the corresponding works plans or engineering section drawings and the undertaker must make those amended details available in electronic form for inspection by members of the public.

(3) No part of the authorised development is to commence until options for the detailed design of that part of the authorised development have been submitted to the Design Council's Design Review panel and the undertaker has received and considered the advice of the Design Council's Design Review panel in respect of the detailed design of that part of the authorised development.

(4) The undertaker must, in the course of developing the detailed design of the authorised development, consult with the relevant planning authorities, the Parish Forums, the Community Forums, the Landowner Forums and the Environment Forum in accordance with the provisions of the code of construction practice.

(5) No part of the authorised development is to commence until details of the external appearance of the viaduct to be constructed as Work No. 5(gg) have been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority.

Code of construction practice

4.—(1) The authorised development must be carried out in accordance with the provisions of the code of construction practice.

(2) The undertaker must make the local environmental management plans produced in accordance with the code of construction practice available in an electronic form suitable for inspection by members of the public.

Protected species

5.—(1) No part of the authorised development is to commence until final pre-construction survey work for that part has been carried out, reflecting that contained in the environmental statement, to establish whether European or nationally protected species are present on any of the land affected, or likely to be affected, by any part of the authorised development or in any of the trees and shrubs to be lopped or felled as part of the authorised development.

(2) Where a protected species is shown to be present, or where there is a reasonable likelihood of it being present, the relevant parts of the relevant works must not begin until a scheme of protection and mitigation measures including their design and management has been submitted to and approved in writing by the Secretary of State after consultation with Natural England. Except to the extent otherwise approved, the scheme of protection and mitigation measures including their design and management must be in accordance with the guidance in the Design Manual for Roads and Bridges (Volume 10, section 4).

(3) The relevant works must be carried out in accordance with the approved scheme or with any amended scheme that may subsequently be approved in writing by the Secretary of State, after consultation with Natural England, and in accordance with any necessary licence.

Contaminated land and groundwater

6.—(1) In the event that contaminated land, including groundwater, is found at any time when carrying out the authorised development which was not previously identified in the environmental statement, it must be reported as soon as reasonably practicable to the relevant planning authority and the Environment Agency and the undertaker must complete a risk assessment of the contamination in consultation with the relevant planning authority and the Environment Agency.

(2) Where the undertaker determines that remediation of the contaminated land is necessary, a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose, must be submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and the Environment Agency.

(3) Remediation must be carried out in accordance with the approved scheme.

Implementation and maintenance of landscaping

7.—(1) No part of the authorised development is to commence until the undertaker has, following consultation with the relevant planning authority, issued a planting strategy which includes the landscape elements and objectives of the authorised development.

(2) No part of the authorised development is to commence until a landscaping scheme applicable to that part has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority. Such landscaping scheme must be in accordance with the planting strategy issued under sub-paragraph (1).

(3) The landscaping scheme must reflect the mitigation measures included in the environmental statement and set out details of all proposed hard and soft landscaping works, including—

- (a) location, number, species, size and planting density of any proposed aquatic or terrestrial planting;
- (b) landscaping works associated with any noise fences and walls (as appropriate);
- (c) cultivation, importing of materials and other operations to ensure plant establishment;
- (d) proposed finished ground levels;
- (e) hard surfacing materials;
- (f) details of existing trees to be retained, with measures for their protection during the construction period;
- (g) retained historic landscape features and proposals for restoration, where relevant; and
- (h) implementation timetables for all landscaping works.

(4) All landscaping works must be carried out in accordance with the approved landscaping scheme and carried out to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards or other recognised codes of good practice.

(5) Any tree or shrub planted as part of the landscaping scheme that, within a period of 5 years after planting, dies or becomes, in the opinion of the relevant planning authority, seriously diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted.

Archaeology

8.—(1) No authorised development is to commence until a written scheme for the investigation of areas of archaeological interest, reflecting the mitigation measures included in the environmental statement, has been submitted to and approved in writing by the Secretary of State.

(2) Prior to the submission of the written scheme to the Secretary of State for approval under paragraph 8(1), the relevant planning authority must be consulted on its content.

(3) The authorised development must be carried out in accordance with the scheme as approved under sub-paragraph (1).

Traffic management

9.—(1) No part of the authorised development is to commence until a traffic management plan applicable to the construction of that part has been submitted to and approved in writing by the Secretary of State, following consultation with the local highway authority.

(2) The authorised development must be constructed in accordance with the approved plan referred to in sub-paragraph (1).

Surface water drainage

10.—(1) No part of the authorised development is to commence until written details of the surface water drainage system to be constructed for that part, reflecting the mitigation measures included in the environmental statement and including means of pollution control, have been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority.

(2) The surface water drainage system must be constructed in accordance with the approved details referred to in sub-paragraph (1).

Borrow pits

11.—(1) The restoration and aftercare (including longer-term maintenance and management) of the borrow pits must be carried out in accordance with the borrow pits restoration and aftercare strategy.

(2) The undertaker must make the borrow pit restoration and aftercare plans produced in accordance with the borrow pits restoration and aftercare strategy available in an electronic form suitable for inspection by members of the public.

Noise mitigation

12.—(1) No part of the authorised development is to commence until written details of proposed noise mitigation in respect of the use and operation of that part of the authorised development, including noise barriers and any very low noise surfacing, have been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority.

(2) The written details referred to in sub-paragraph (1) must either reflect the mitigation measures included in the environmental statement or, where the mitigation proposed materially differs from the mitigation identified in the environmental statement, the undertaker must provide evidence with the written details submitted that the mitigation proposed would not give rise to any materially new or materially worse adverse environmental effects in comparison with those reported in the environmental statement taking into account the mitigation identified in it.

(3) The noise mitigation must be constructed in accordance with the approved details referred to in sub-paragraph (1) and must be retained thereafter.

Brampton Meadows Site of Special Scientific Interest mitigation areas

13.—(1) Works Nos. 1, 2, 3, 40 and 44 must not commence until the details of the establishment and management of the mitigation areas to be provided under Works Nos. 2 and 3 to the north and west of Brampton Meadows Site of Special Scientific Interest (as shown in plot 5/38a and part of plots 5/11 and 5/10 of the land plans), including details of all proposed planting, landscaping and

access works, have been submitted to and approved in writing by the Secretary of State, after consultation with Natural England.

(2) The establishment and management of the mitigation areas must be carried out in accordance with the approved details referred to in sub-paragraph (1).

Highway lighting scheme

14.—(1) No part of the authorised development is to commence until a written scheme of the proposed highway lighting to be provided for that part of the authorised development has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and, (in the case of proposed lighting for any highway for which the undertaker is not, or will not be following implementation of article 12(4), the highway authority), the local highway authority.

(2) The standard of the highway lighting to be provided by the scheme referred to in sub-paragraph (1) must either reflect the standard of the highway lighting included in the environmental statement or, where the standard of the highway lighting proposed materially differs from the standard of the highway lighting identified in the environmental statement, the undertaker must provide evidence with the written scheme submitted for approval that the standard of the highway lighting proposed would not give rise to any materially new or materially worse adverse environmental effects in comparison with those reported in the environmental statement taking into account the lighting identified in it. The standard of the highway lighting must encompass the specification, level of provision, light spillage, intensity, brightness and uniformity of the highway lighting.

(3) The authorised development must be carried out in accordance with the scheme approved under sub-paragraph (1).

(4) Nothing in this requirement restricts lighting of the authorised development during its construction or where temporarily required for maintenance.

Flood risk assessment

15.—(1) Subject to sub-paragraph (2), the authorised development must be carried out in accordance with the flood risk assessment, including the mitigation measures detailed in it, so that no part of the authorised development is predicted to result in any exceedance of the flood levels to properties and land shown in the flood risk assessment.

(2) Sub-paragraph (1) does not apply in any circumstance where the undertaker proposes to carry out a part of the authorised development otherwise than in accordance with the flood risk assessment and either demonstrates to the Environment Agency's satisfaction that the part of the authorised development concerned would not result in an exceedance of the flood levels shown in the flood risk assessment or demonstrates that all affected landowners accept the predicted exceedance of the flood levels shown in the flood risk assessment.

Air quality monitoring and mitigation

16.—(1) No part of the authorised development is to commence until the undertaker has installed—

- (a) continuous air quality monitors in respect of oxides of nitrogen and fine particles at PM10 and PM 2.5 fractions at or close to—
 - (i) the junction of Histon Road and Huntingdon Road in the city of Cambridge to be agreed with Cambridge City Council; and
 - (ii) the historic South Cambridgeshire District Council monitoring location close to Bar Hill to be agreed with South Cambridgeshire District Council; and
- (b) diffusion tube monitors in 8 locations to be agreed with Huntingdonshire District Council in Huntingdon, Brampton, Fenstanton, Alconbury, Offord Cluny and Hilton,

and the monitors have subsequently been operated by the undertaker so that the data covering an uninterrupted period of at least 2 months has been obtained by the undertaker.

(2) The specification for installation, operation and data provision must be agreed in writing with the relevant Council prior to the commissioning of monitoring.

(3) The undertaker must operate the monitors installed under sub-paragraph (1)—

- (a) during the construction of the authorised development and for a period of at least 3 years from the opening of the authorised development for public use, and until such time that the monitoring shows a continuous period of 12 months with no exceedances of national air quality objectives or European Union limit values for the pollutants monitored;
- (b) in line with guidance on air quality monitoring issued by the Department for Environment, Food and Rural Affairs from time to time; and
- (c) in each case, in accordance with the specification for installation, operation and data provision prepared under sub-paragraph (2).

(4) The relevant Council must support the undertaker where possible in facilitating the installation of the air quality monitoring equipment to be operated by the undertaker under sub-paragraph (1).

(5) During the time period mentioned in sub-paragraph (2)(a)—

- (a) the undertaker must make all data obtained from the monitors available to the relevant Council; and
- (b) each relevant Council must supply to the undertaker all air quality monitoring data obtained from its existing air quality monitors on an annual basis.

(6) If, following analysis by the undertaker in consultation with the relevant Council of the monitoring data mentioned in sub-paragraph (5), it reasonably appears that the authorised development has materially worsened air quality such that there are exceedances of national air quality objectives, or European Union limit values for the pollutants monitored, the undertaker must discuss and agree with the relevant Council on a scheme of mitigation, which must be submitted to the Secretary of State for written approval.

(7) Before considering whether to approve the scheme of mitigation, the Secretary of State must consult the relevant Council and take in to consideration any local air quality action plans adopted by the Council as part of its local air quality management duties.

(8) The scheme of mitigation approved under sub-paragraph (6) must be implemented by the undertaker.

Traffic Monitoring and Mitigation

17.—(1) No part of the authorised development is to commence until written details of a traffic impact monitoring and mitigation scheme has been submitted to and approved in writing by the highway authority.

(2) The traffic impact monitoring and mitigation scheme must include—

- (i) a before and after survey to assess the changes in traffic;
- (ii) the locations to be monitored and the methodology to be used to collect the required data;
- (iii) the periods over which traffic is to be monitored;
- (iv) the method of assessment of traffic data;
- (v) control sites to monitor background growth;
- (vi) the implementation of monitoring no less than 3 months before the implementation of traffic management on the existing A14;
- (vii) agreement of baseline traffic levels;
- (viii) the submission of survey data and interpretative report to the highway authority; and
- (ix) a mechanism for the future agreement of mitigation measures.

(3) The scheme approved under sub-paragraph (1) must be implemented by the undertaker.

Amendments to approved details

18. With respect to any requirement which requires the authorised development to be carried out in accordance with the details approved under this Schedule, the approved details are taken to include any amendments that may subsequently be approved in writing.

Details of consultation

19.—(1) With respect to any requirement which requires details to be submitted to the Secretary of State for approval under this Schedule, the details submitted must be accompanied by a summary report setting out the consultation undertaken by the undertaker to inform the details submitted and the undertaker's response to that consultation.

(2) The undertaker must ensure that any consultation responses are reflected in the details submitted to the Secretary of State for approval under this Schedule, but only where it is appropriate, reasonable and feasible to do so, taking into account considerations including, but not limited to, cost and engineering practicality.

PART 2

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Applications made under requirements

20.—(1) Where an application has been made to the Secretary of State for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement) included in this Order the Secretary of State must give notice to the undertaker of the decision on the application within a period of 8 weeks beginning with—

- (a) the day immediately following that on which the application is received by the Secretary of State;
- (b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 21; or
- (c) such longer period as may be agreed between the parties.

(2) Subject to sub-paragraph (3), in the event that the Secretary of State does not determine an application within the period set out in sub-paragraph (1), the Secretary of State is taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(3) Where—

- (a) an application has been made to the Secretary of State for any consent, agreement or approval required by a requirement included in this Order;
- (b) the Secretary of State does not determine such application within the period set out in sub-paragraph (1); and
- (c) the application is accompanied by a report that considers it likely that the subject matter of the application would give rise to any materially new or materially worse environmental effects in comparison with those reported in the environmental statement,

the application is taken to have been refused by the Secretary of State at the end of that period.

Further information

21.—(1) In relation to any part of an application made under this Schedule, the Secretary of State has the right to request such further information from the undertaker as is necessary to enable the Secretary of State to consider the application.

(2) In the event that the Secretary of State considers such further information to be necessary the Secretary of State must, within 21 business days of receipt of the application, notify the undertaker in writing specifying the further information required and (if applicable) to which part of the application it relates. In the event that the Secretary of State does not give such notification within that 21 business day period the Secretary of State is deemed to have sufficient information to consider the application and is not subsequently entitled to request further information without the prior agreement of the undertaker.

(3) 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 20 (applications made under requirements) and in this paragraph.

Register of requirements

22.—(1) The undertaker must, as soon as practicable following the making of this Order, establish and maintain in an electronic form suitable for inspection by members of the public a register of those requirements contained in Part 1 of this Schedule that provide for further approvals to be given by the Secretary of State.

(2) The register must set out in relation to each such requirement the status of the requirement, in terms of whether any approval to be given by the Secretary of State has been applied for or given, providing an electronic link to any document containing any approved details.

(3) The register must be maintained by the undertaker for a period of 3 years following completion of the authorised development.

Anticipatory steps towards compliance with any requirement

23. If before the coming into force of this Order the undertaker or any other person has taken any steps that were intended to be steps towards compliance with any provision of Part 1 of this Schedule, those steps may be taken into account for the purpose of determining compliance with that provision if they would have been valid steps for that purpose had they been taken after this Order came into force.

SCHEDULE 3

Articles 12 and 16

CLASSIFICATION OF ROADS, ETC.

Note 1: the naming conventions used in this Schedule to describe roads, junctions and structures relate to the naming conventions used in the labels on the traffic regulation measures plans.

PART 1

SPEED LIMITS

Note 2: where speed limits are indicated on the plans relating to this schedule (the traffic regulation measures plans - speed limits and prohibitions) but are not referenced in this schedule they indicate that national speed limits apply in accordance with the provisions of the Road Traffic Regulation Act 1984 (which defines speed limits on 'restricted roads' by reference to street lighting) and are not subject to this order. For details of the scheme lighting design, refer to the general arrangement drawings.

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 4</i>		
Brampton	A14 Trunk Road New Ellington Junction to Brampton Hut Junction From the centre point of the Northern New Ellington Roundabout eastwards for distance of 388 metres along the new alignment of the A14 Trunk Road. For extent of lighting design, refer to general arrangement drawings, sheet 3.	Removal of restricted road status 70 miles per hour
	A14 Trunk Road Eastbound Diverge Slip onto the Northern New Ellington Roundabout From its junction with the Northern New Ellington Roundabout for a distance of 157 metres in a westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet3.	Removal of restricted road 70 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
	A14 Trunk Road Westbound Merge Slip from the Southern New Ellington Roundabout From its junction with the Southern New Ellington Roundabout for a distance of 162 metres in a north westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 3.	Removal of restricted road status 70 miles per hour
	A14 Trunk Road connecting the Northern and Southern New Ellington Roundabouts From the centre point of the Northern New Ellington Roundabout for a distance of 49 metres along the carriageway (plus the circumference of the Northern New Ellington Roundabout) in a south westerly direction. From the centre point of the Southern New Ellington Roundabout for distance of 52 metres along the carriageway (plus the circumference of the Southern New Ellington Roundabout) in a north easterly direction. For extent of lighting design, refer to general arrangement drawings, sheet 3.	Removal of restricted road status 70 miles per hour
	Woolley Road From the centre point of the Northern New Ellington Roundabout for a distance of 96 metres in a generally north westerly direction along the Woolley Road. For extent of lighting design, refer to general arrangement drawings, sheet 3.	Removal of restricted road status 60 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheets 5 and 6</i>		

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
Brampton	A1 Trunk Road Along its length from a point 102 metres south of the centreline of the Realigned Grafham Road Overbridge to a point 992 metres north of the centreline of the Realigned Grafham Road Overbridge, for a distance of 1094 metres. For extent of lighting design, refer to general arrangement drawings, sheets 3 and 5.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 6</i>		
Brampton	A1 Trunk Road Southbound Link onto the A14 Trunk Road Along its length from a point 118 metres south of the centreline of the realigned Grafham Road Overbridge northwards to a point 373 metres north of the centreline of the realigned Grafham Road Overbridge, for a total distance of 491 metres. For extent of lighting design, refer to general arrangement drawings, sheets 3 and 5	Removal of restricted road status 70 miles per hour
	A14 Trunk Road Northbound Link onto the A1 Trunk Road. Along its length from a point 91 metres south of the centreline of the realigned Grafham Road Overbridge northwards to a point 483 metres north of centreline of the realigned Grafham Road Overbridge, for a total distance of 574 metres. For extent of lighting design, refer to general arrangement drawings, sheets 3 and 5.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheets 6 and 7</i>		

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
Brampton, Buckden	A14 Trunk Road Along its length from a point 550 metres southeast of the centreline of the realigned B1514 Buckden Road north-westwards to a point 165 metres from the centreline of the realigned B1514 Buckden Road, for a total distance of 715 metres. For extent of lighting design, refer to general arrangement drawings, sheets 5 and 6.	Removal of restricted road status 70 miles per hour
Brampton	A1 Trunk Road Along its length of the southbound carriageway from the point of commencement of the existing 50mph speed limit 15 metres north of the centreline of the B1514 Buckden Road Underbridge to a point 215 metres north of the centreline of the B1514 Buckden Road Underbridge, for a distance of 200 metres. For extent of lighting design, refer to general arrangement drawings, sheets 5 and 6.	Removal of restricted road status 50 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 7</i>		
Brampton, Buckden	A1 Trunk Road Southbound Link onto the A14 Trunk Road Along its length from a point 91 metres northwest of the centreline of the realigned B1514 Buckden Road south-eastwards to a point 529 metres from the centreline of the B1514 Buckden Road, for a total distance of 620 metres. For extent of lighting design, refer to general arrangement drawings, sheet 6.	Removal of restricted road status 70 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
	A14 Trunk Road Northbound Link onto the A1 Trunk Road Along its length from a point 344 metres southeast of the centreline of the realigned B1514 Buckden Road north-westwards to a point 158 metres from the centreline of the realigned B1514 Buckden Road, for a total distance of 502 metres. For extent of lighting design, refer to general arrangement drawings, sheets 5 and 6.	Removal of restricted road status 70 miles per hour
Brampton	B1514 Buckden Road From a point 50 metres northeast of the centreline of the new A14 Trunk Road south-westwards to a point 190 metres from the centreline of the new A14 Trunk Road, for a total distance of 240 metres (plus the circumference of the B1514 Buckden Road Roundabout). For extent of lighting design, refer to general arrangement drawings, sheet 6.	Removal of restricted road status 60 miles per hour
Brampton	B1514 Brampton Road From the centre point of the B1514 Buckden Road Roundabout south-wards for a distance of 89 metres. For extent of lighting design, refer to general arrangement drawings, sheet 6.	Removal of restricted road status 60 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 11</i>		

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
Hemingford Abbots	A1198 Ermine Street From a point 92 metres north-westwards from the centre point of the Northern Ermine Street Roundabout south-eastwards to a point 61 metres from the centre point of the Northern Ermine Street Roundabout, for a total distance of 153 metres (plus the circumference of the Northern Ermine Street Roundabout). For extent of lighting design, refer to general arrangement drawings, sheet 9. From a point 65 metres north-westwards from the centre point of the Southern Ermine Street Roundabout southwards to a point 70 metres from the centre point of the Southern Ermine Street Roundabout, for a total distance of 135 metres (plus the circumference of the Southern Ermine Street Roundabout). For extent of lighting design, refer to general arrangement drawings, sheet 9.	Removal of restricted road status 60 miles per hour
	A14 Trunk Road Eastbound Diverge Slip onto the Northern Ermine Street Roundabout From its junction with the Northern Ermine Street Roundabout for a distance of 161 metres in a westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 9.	Removal of restricted road status 70 miles per hour
	A14 Trunk Road Westbound Merge Slip from the Southern Ermine Street Roundabout From its junction with the Southern Ermine Street Roundabout for a distance of 161 metres in a north westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 9.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 17</i>		

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
Swavesey	A1307 From the centre point of the Northern Swavesey Roundabout westwards for a distance of 113. For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 70 miles per hour
	Swavesey Link Road between Northern Swavesey Roundabout and Bucking Way Road Roundabout (A1307 formerly the A14(T)) From its junction with the Northern Swavesey Roundabout to its junction with Bucking Way Roundabout (plus the circumference of the Northern Swavesey Roundabout and the circumference of Bucking Way Roundabout). For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 60 miles per hour
	Bucking Way Road From the centre point of the Bucking Way Road Roundabout north-eastwards for a distance of 92 metres. For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 60 miles per hour
	Local Access Road (A1307 formerly the A14(T)) From the centre point of the Bucking Way Road Roundabout generally south-eastwards for a distance of 96 metres. For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 60 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
Swavesey, Boxworth	A14 Trunk Road Eastbound Diverge Slip onto the Northern Swavesey Roundabout From the centre point of the Northern Swavesey Roundabout south-eastwards then south-westwards for a distance of 304 metres. For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 70 miles per hour
	Swavesey Link Road From the centre point of the Northern Swavesey Roundabout for a distance of 93 metres in a south-westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 15. From the centre point of the Southern Swavesey Roundabout for a distance of 56 metres (plus the circumference of the Southern Swavesey Roundabout) in a north easterly direction. For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 70 miles per hour
Boxworth	A14 Trunk Road Westbound Merge Slip from Southern Swavesey Roundabout onto the Westbound A14 Trunk Road From its junction with the Southern Swavesey Roundabout for a distance of 158 metres in a north-westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 17 and 18</i>		
Swavesey, Boxworth	A14 Trunk Road Eastbound Merge Slip from the Northern Swavesey Roundabout onto the Eastbound A14 Trunk Road From the centre point of the Northern Swavesey Roundabout south-eastwards for a distance of 185 metres. For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 70 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
Boxworth	A14 Trunk Road Westbound Diverge Slip onto the Southern Swavesey Roundabout From its junction with Southern Swavesey Roundabout for a distance of 163 metres in a generally south-easterly direction. For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheets 17 and 18</i>		
Boxworth	New Link Road (between Southern Swavesey Roundabout and the Cambridge Services Roundabout) From the centre point of the Southern Swavesey Roundabout south-eastwards for a distance of 120 metres. For extent of lighting design, refer to general arrangement drawings, sheet 15. From the centre point of the Cambridge Services Roundabout north-westwards for a distance of 130 metres. For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 60 miles per hour
	High Street From the centre point of the Cambridge Services Roundabout for a distance of 97 metres (plus the circumference of the Cambridge Services Roundabout) in a south westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 60 miles per hour
	Access into Cambridge Services From the centre point of the Cambridge Services Roundabout south-eastwards for a distance of 53 metres. For extent of lighting design, refer to general arrangement drawings, sheet 15.	Removal of restricted road status 60 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
	A14 Trunk Road Westbound Diverge Slip onto the Cambridge Services Roundabout From its junction with Cambridge Services Roundabout for a distance of 177 metres in a north-easterly then south-easterly direction. For extent of lighting design, refer to general arrangement drawings, sheets 15 and 16.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 19</i>		
Swavesey, Lolworth	Robin's Lane Along its length from a point 208 metres from the junction with the Local Access Road in a generally south-westwards direction for a distance of 586 metres.	30 miles per hour
Swavesey	Link Road from Robin's Lane to the White House and Hill Farm Cottages From where the Link Road off Robin's Lane joins the Access Track leading to Hill Farm Cottages for a distance of 154 metres in a south-easterly then a southerly direction.	30 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 20</i>		
Longstanton	New Local Access Road A1307 From a point 256 metres north-westwards from the centreline of the junction of the A1307 and the B1050 Link Road connecting the A1307 to the B1050 south-eastwards to point 420 metres from the centreline of the junction of the A1307 and the B1050 Link Road connecting the A1307 to the B1050, for a total distance of 676 metres.	40 miles per hour
	B1050 Hattons Road From where it joins the northern side of the Bar Hill Junction Circulatory Carriageway for a distance of 540 metres in a north-easterly direction.	40 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
	B1050 Link Road between B1050 Hattons Road and the Local Access Road (A1307 formerly the A14 (T)) From its junction with B1050 Hattons Road for a distance of 170 metres in a south-easterly then south-westerly direction to where it joins the Local Access Road (A1307 formerly the A14 (T)).	40 miles per hour
	A14 Trunk Road Eastbound Diverge Slip onto Bar Hill Junction From its junction with Bar Hill for a distance of 155 metres in a north-westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 17.	Removal of restricted road status 70 miles per hour
	A14 Trunk Road Eastbound merge slip from Bar Hill Junction onto A14 Trunk Road From its junction with Bar Hill for a distance of 155 metres in a south-easterly direction. For extent of lighting design, refer to general arrangement drawings, sheet 17.	Removal of restricted road status 70 miles per hour
Longstanton, Bar Hill	B1050 Bar Hill Junction Circulatory Carriageway Along the entire circulatory carriageway of the Bar Hill Junction.	40 miles per hour restricted road status
	A14 Trunk Road Westbound Merge Slip from Bar Hill Junction onto the A14 Trunk Road From its junction with Bar Hill for a distance of 157 metres in a north-westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 17.	Removal of restricted road status 70 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
	A14 Trunk Road Westbound Diverge Slip onto Bar Hill Junction From its junction with Bar Hill for a distance of 159 metres in a south-easterly direction. For extent of lighting design, refer to general arrangement drawings, sheet 17.	Removal of restricted road status 70 miles per hour
Bar Hill	B1050 Link Road between Bar Hill Junction and Saxon way Roundabout From the centre point of Saxon Way Roundabout for a distance of 176 metres in a north-westerly direction (plus the circumference of the Saxon Way Roundabout)	40 miles per hour
	Saxon Way From the centre point of Saxon Way Roundabout for a distance of 81 metres in a westerly direction.	40 miles per hour
	Crafts Way From the centre point of Saxon Way Roundabout for a distance of 49 metres in a south-easterly direction.	40 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 21</i>		
Oakington and Westwick	Dry Drayton Road From the centre point of the Dry Drayton Roundabout where Dry Drayton Road meets the new Local Access Road (A1307 formerly the A14 (T)) and Oakington Road., for a distance of 38 metres in a north easterly direction (plus the circumference of the Dry Drayton Roundabout). For extent of lighting design, refer to general arrangement drawings, sheet 18.	Removal of restricted road status 60 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
	New Local Access Road (A1307 formerly the A14 (T)) From the centre point of the Dry Drayton Roundabout where the new Local Access Road meets Dry Drayton Road and Oakington Road, for a distance of 91 metres in a north-westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 18.	Removal of restricted road status 60 miles per hour
	Oakington Road From the centre point of the Dry Drayton Roundabout where Oakington Road meets the new Local Access Road and Dry Drayton Road, for a distance of 91 metres in southerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 18.	Removal of restricted road status 60 miles per hour
Dry Drayton	Oakington Road From the centre point of the Oakington Road Roundabout where Oakington Road meets the new Local Access Road (A1307 formerly the A14 (T)), for a distance of 82 metres in a north-easterly direction and 90 metres in a south-westerly direction, for a total distance of 172 metres (plus the circumference of the Oakington Road Roundabout). For extent of lighting design, refer to general arrangement drawings, sheet 18.	Removal of restricted road status 60 miles per hour
	New Local Access Road (A1307 formerly the A14 (T)) From the centre point of the Oakington Road Roundabout where Oakington Road meets the new Local Access Road, for a distance of 90 metres in south-easterly direction. For extent of lighting design, refer to general arrangement drawings, sheet 18.	Removal of restricted road status 60 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
	Crematorium Access Road From its junction with the new Local Access Road (A1307 formerly the A14 (T)), for a distance of 456 metres in a generally north-easterly direction.	30 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheets 21 and 22</i>		
Girton	A14 Trunk Road From a point 13 metres north west of where the A14 Trunk Road joins the M11 north-westwards for a distance of 749 metres. For extent of lighting design, refer to general arrangement drawings, sheet 20.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans- sheets 22 and 23</i>		
Girton	New Local Access Road From the centre point with Girton Roundabout West north-westwards for a distance of 90 metres (plus the circumference of Girton Roundabout West). For extent of lighting design, refer to general arrangement drawings, sheet 20.	Removal of restricted road status 60 miles per hour
	A14 Trunk Road Westbound Merge Slip from Girton Roundabout West From the centre point of the Girton Roundabout West in a generally north-westerly direction, for a distance of 608 metres. For extent of lighting design, refer to General Arrangement Drawing sheet 20.	Removal of restricted road status 70 miles per hour
	A14 Trunk Road Diverge Slip Road leading to Girton Roundabout East From the centre point of the Girton Roundabout East, north-westwards for a distance of 833 metres. For extent of lighting design, refer to general arrangement drawings, sheet 20.	70 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
	A14 Trunk Road Westbound Link Along its length from a point 66 metres south of where the A14 Trunk Road Westbound Link crosses the centreline of the A1307 Huntingdon Road, to where the A14 Trunk Road Westbound Link merges with the Improved A14 Trunk Road, for a total distance of 904 metres. For extent of lighting design, refer to general arrangement drawings, sheets 20 and 21.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheets 22, 23 and 24</i>		
Girton	A14 Trunk Road Eastbound Link From its nosing with the A14 Trunk Road Mainline Carriageway to where the A14 Trunk Road Eastbound Link merges with the A14 Eastbound Mainline at Girton Interchange. For extent of lighting design, refer to general arrangement drawings, sheets 20 and 21.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 23</i>		
Girton, Madingley	A14 Trunk Road Westbound Link Along its length from a point 71 metres south west of where the centre point of the M11 Overbridge crosses the A14 Trunk Road Westbound Link for a distance of 958 metres in a south-westerly then north-easterly direction.	50 miles per hour
Madingley	A14 Trunk Road Eastbound Loop From a point 469 metres north west of the nosing point of the northbound diverge slip of the M11, along the length of the A14 Trunk Road Eastbound Loop to where it merges with the A14 Trunk Road Eastbound Mainline carriageway, at a point 33 metres east of the M11 Overbridge. For extent of lighting design, refer to general arrangement drawings, sheet 21.	Removal of restricted road status 70 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
	A428 Trunk Road Along the westbound carriageway from the centre point of the M11 Overbridge for a distance of 171 metres in a westbound direction. For extent of lighting design, refer to Mainline 21. Along the eastbound carriageway from the centre point of the M11 Overbridge for a distance of 691 metres in a westbound direction. For extent of lighting design, refer to general arrangement drawings, sheet 21.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheets 23 and 24</i>		
Girton	A1037 Huntingdon Road From the centre point of Girton Roundabout West south-eastwards for a distance of 1312 metres (plus the circumference of Girton Roundabout East). For extent of lighting design, refer to general arrangement drawings, sheet 21.	Removal of restricted road status 60 miles per hour
	A14 Trunk Road Along the eastbound and westbound carriageway of the A14 Trunk Road from the centre point of the M11 Overbridge in an eastbound direction for a distance of 1520 metres. For extent of lighting design, refer to general arrangement drawings, sheets 21 and 22.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 24</i>		

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
Girton	West Cambridge Development Access From the centre point of the new access of the West Cambridge Development Site in a south-easterly direction for a distance of 117 metres and then north-westwards from the centre point of the new access of the West Cambridge Development Site for a distance of 100 metres, for a total distance of 217 metres.	40 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans- sheet 25</i>		
Impington	B1049 Cambridge Road North From where it joins the northern part of the Histon Junction Circulatory Carriageway for distance of 111 metres in a north-westerly direction.	40 miles per hour
	A14 Trunk Road Eastbound Diverge Slip onto the Histon Junction From its junction with the northern part of the Histon Junction Circulatory Carriageway for a distance of 159 metres in a westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 23.	Removal of restricted road status 70 miles per hour
	A14 Trunk Road Westbound Merge Slip from Histon junction onto the A14 Trunk Road From its junction with the southern part of the Histon Junction Circulatory Carriageway for a distance of 164 metres in a westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 23.	Removal of restricted road status 70 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
	A14 Trunk Road Westbound Diverge Slip onto Histon Junction From a point 34 metres north-east of its junction with the southern part of the Histon Junction Circulatory Carriageway for a distance of 161 metres in a north easterly direction. For extent of lighting design, refer to general arrangement drawings, sheet 23.	Removal of restricted road status 70 miles per hour
	A14 Trunk Road Eastbound Merge Slip from Histon Junction onto the A14 Trunk Road From a point 9 metres north-west of its junction with the northern part of the Histon Junction Circulatory Carriageway for a distance of 160 metres in a north westerly direction. For extent of lighting design, refer to general arrangement drawings, sheet 23.	Removal of restricted road status 70 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 27</i>		
Milton	A14 Trunk Road diverge slip road to the A10 at Milton Junction From the point of the nosing of the left filter lane on the A14 diverge slip road at Milton Junction for a distance of 208 metres in a northerly direction along the A10.	50 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 28</i>		
Huntingdon	A1307 (formerly A14(T)) From a point 96 metres north-westwards from the centre of the new roundabout junction located 475 metres north-east of the Hinchingsbrooke Park Road / Views Common Link Signalised Junction for a distance of 401 metres in a north-westerly direction.	40 miles per hour

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Speed Limit</i> (3)
	A1307 (Views Common Link) (unlit section) From a point 61 metres south-westwards from the centre of the new roundabout junction located 475 metres north east of Hinchbrook Park Road /Views Common Link Road Signalised Junction for a distance of 365 metres in a south easterly direction.	30 miles per hour
<i>The traffic regulation measures (speed limits and prohibitions) plans - sheet 29</i>		
Huntingdon, Godmanchester	A1307 (formerly A14(T)) From a point 107 metres east of the centre point of the New Link Road Signalised Junction for a distance of 577 metres in an easterly direction.	40 miles per hour

PART 2

TRAFFIC REGULATION MEASURES (CLEARWAYS AND PROHIBITIONS)

In this Part of this Schedule, “authorised vehicle” has the same meaning as that given in article 12(12).

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Measures</i> (3)
<i>The traffic regulation measures (clearways and weight limits) plans – sheets 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24</i>		
Ellington, Brampton, Buckden, Offord Cluny and Offord D’Arcy, Godmanchester, Hemingford Abbots, Hemingford Grey, Fenstanton, Conington, Swavesey, Boxworth, Lolworth, Bar Hill, Longstanton, Oakington and Westwick, Dry Drayton, Girton.	A14 Trunk Road From a point 700 metres west of the centreline of the New Ellington Overbridge (shown on sheet 3) along the existing and new A14 Trunk Road on both the eastbound and westbound carriageways including the A14 Trunk Road Northbound Link onto the A1, to the centre point of the Girton Road Overbridge (shown on sheet 24).	Clearway (to include verges, hard shoulders, slip roads and laybys)
<i>The traffic regulation measures (clearways and weight limits) plans – sheet 4</i>		
Brampton	A14 Trunk Road New Ellington Junction to Brampton Hut Junction From the centre point of the Southern New Ellington Roundabout for a distance of 145 metres in a north-westerly direction to the centre point of the Northern New Ellington Roundabout plus the entire circumference of both the Northern New Ellington Roundabout and the Southern New Ellington Roundabout) then along the A14 Trunk Road towards Brampton Hut Interchange from the centre point of the Northern New Ellington Roundabout for a distance of 547 metres in a north easterly then an easterly direction.	Clearway (to include verges, hard shoulders, slip roads and laybys)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 4</i>		
Brampton	A14 Trunk Road / New Ellington Junction Emergency / Maintenance Access A14 Eastbound Merge Slip Road from where it leaves the northern New Ellington Junction Roundabout to where it joins the new A14 Trunk Road eastbound mainline carriageway.	Prohibition of entry (except an authorised vehicle)

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Measures</i> (3)
Brampton	A14 Trunk Road / New Ellington Junction Emergency / Maintenance Access A14 Westbound Diverge Slip Road from where it leaves the new A14 Trunk Road westbound mainline carriageway to where the A14 Westbound Diverge Slip Road joins the southern New Ellington Junction Roundabout.	Prohibition of entry (except an authorised vehicle)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheets 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23</i>		
Brampton, Buckden, Offord Cluny and Offord D'Arcy, Godmanchester, Hemingford Abbots, Hemingford Grey, Fenstanton, Conington, Swavesey, Boxworth, Lolworth, Bar Hill, Longstanton, Oakington and Westwick, Dry Drayton, Girton	A14 Trunk Road From a point 281 metres west of the centreline of the New Ellington Overbridge (shown on sheet 4) along the existing and new A14 Trunk Road on both the eastbound and westbound carriageways to the point where the A14 Trunk Road meets the M11 at the Girton Interchange (shown on sheet 23).	Prohibition of pedestrians
	A14 Trunk Road From a point 281 metres west of the centreline of the New Ellington Overbridge (shown on sheet 4) along the existing and new A14 Trunk Road on both the eastbound and westbound carriageways to the point where the A14 Trunk Road joins with the M11 at the Girton Interchange (shown on sheet 23).	Prohibition of cyclists
	A14 Trunk Road From a point 281 metres west of the centreline of the New Ellington Overbridge (shown on sheet 4) along the existing and new A14 Trunk Road on both the eastbound and westbound carriageways to the point where the A14 Trunk Road joins with the M11 at the Girton Interchange (shown on sheet 23).	Prohibition of ridden or accompanied horses

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Measures</i> (3)
	A14 Trunk Road From a point 281 metres west of the centreline of the New Ellington Overbridge (shown on sheet 4) along the existing and new A14 Trunk Road on both the eastbound and westbound carriageways to the point where the A14 Trunk Road joins with the M11 at the Girton Interchange (shown on sheet 23).	Prohibition of horse drawn vehicles
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheets 6 and 7</i>		
Brampton, Buckden	Brampton Interchange – Emergency / Maintenance Access Eastbound Merge Slip onto the A1 Trunk Road Southbound Link from B1514 Buckden Road The length of the Brampton Interchange Emergency/Maintenance Access Eastbound Merge Slip Road from its junction with the Realigned B1514 Buckden Road to where it joins the A1 Trunk Road Southbound Link onto the A14(T), which then merges with the new A14 Trunk Road eastbound carriageway.	Prohibition of entry (except an authorised vehicle)
	Brampton Interchange – Emergency / Maintenance Access Westbound Diverge Slip off the A14 Trunk Road Westbound Carriageway Leading to Brampton Road The length of the Brampton Interchange Emergency/Maintenance Access Westbound Diverge Slip Road from where it leaves the new A14 Trunk Road to its junction with Brampton Road.	Prohibition of entry (except an authorised vehicle)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 8</i>		
Buckden	Emergency / Maintenance Access onto the Westbound Carriageway of the New A14 Trunk Road Emergency/Maintenance Access located 1115 metres west of the centre point of where the New A14 Trunk Road Westbound carriageway crosses the East Coast Main Line Railway (along its length in an easterly direction to where it joins the proposed access track for Lodge Farm).	Prohibition of entry (except an authorised vehicle)

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Measures</i> (3)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 11</i>		
Godmanchester, Hemingford Abbots	A14 Trunk Road / A1198 Ermine Street Junction Emergency / Maintenance Access A14 Eastbound Merge Slip Road from the Northern Ermine Street Roundabout to where the A14 Eastbound Merge Slip Road joins the new A14 Trunk Road eastbound mainline carriageway.	Prohibition of entry (except an authorised vehicle)
	A14 Trunk Road / A1198 Ermine Street Junction Emergency / Maintenance Access A14 Westbound Diverge Slip Road from where it leaves the new A14 Trunk Road westbound mainline carriageway to where the A14 Westbound Diverge Slip Road joins the Southern Ermine Street Roundabout.	Prohibition of entry (except an authorised vehicle)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheets 14 and 15</i>		
Fenstanton	A14 Trunk Road / Conington Road / Emergency / Maintenance Eastbound Access A14 Eastbound Merge/Diverge Slip Road from the new A14 Trunk Road eastbound carriageway, north-westwards to where it joins the Realigned Conington Road.	Prohibition of entry (except an authorised vehicle)
	A14 Trunk Road / Conington Road / Emergency / Maintenance Westbound Access A14 Westbound Merge/Diverge Slip Road from the new A14 Trunk Road westbound carriageway south-eastwards to where it joins the Realigned Conington Road.	Prohibition of entry (except an authorised vehicle)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheets 22 and 23</i>		
Girton, Madingley	Girton Roundabout West From where the A14 Westbound Merge Slip starts at the new Girton Roundabout West generally north-westwards to the point where it merges with the A14 Trunk Road Westbound Link.	Prohibition of pedestrians

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Measures</i> (3)
	Girton Roundabout West From where the A14 Westbound Merge Slip starts at the new Girton Roundabout West generally north-westwards to the point where it merges with the A14 Trunk Road Westbound Link.	Prohibition of cyclists
	Girton Roundabout West From where the A14 Westbound Merge Slip starts at the new Girton Roundabout West generally north-westwards to the point where it merges with the A14 Trunk Road Westbound Link.	Prohibition of ridden or accompanied horses
	Girton Roundabout West From where the A14 Westbound Merge Slip starts at the new Girton Roundabout West generally north-westwards to the point where it merges with the A14 Trunk Road Westbound Link.	Prohibition of horse drawn vehicles
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheets 21, 22 and 23</i>		
Girton, Madingley	A14 Trunk Road Westbound Link From a point 65 metres east of the centre of the M11 Overbridge along the length of the new A14 Trunk Road Westbound Link to its merge point with the A14 Trunk Road westbound mainline carriageway.	Prohibition of pedestrians
	A14 Trunk Road Westbound Link From a point 65 metres east of the centre of the M11 Overbridge along the length of the new A14 Trunk Road Westbound Link to its merge point with the A14 Trunk Road westbound mainline carriageway.	Prohibition of cyclists
	A14 Trunk Road Westbound Link From a point 65 metres east of the centre of the M11 Overbridge along the length of the new A14 Trunk Road Westbound Link to its merge point with the A14 Trunk Road westbound mainline carriageway.	Prohibition of ridden or accompanied horses

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Measures</i> (3)
	A14 Trunk Road Westbound Link From a point 65 metres east of the centre of the M11 Overbridge along the length of the new A14 Trunk Road Westbound Link to its merge point with the A14 Trunk Road westbound mainline carriageway.	Prohibition of horse drawn vehicles
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 23</i>		
Girton	A14 Trunk Road Diverge Slip Road leading to Girton Roundabout East At the point where the A14 Trunk Road Diverge Slip Road meets the new Girton Roundabout East.	Prohibition of entry
	A428 Trunk Road Emergency / Maintenance Access Link From the A428 Westbound Diverge Slip off the A428 Trunk Road mainline carriageway, then looping back on itself to where it joins the M11 northbound carriageway.	Prohibition of entry (except an authorised vehicle)
<i>The traffic regulation measures (clearways and weight limits) plans – sheet 23</i>		
Girton, Madingley	A14 Trunk Road Eastbound Loop From the point where the A14 Trunk Road Eastbound Loop diverges from the M11, along the entire length of the Eastbound Loop to where it merges with the Mainline A14 Trunk Road Eastbound carriageway, at a point 33 metres east of the M11 Overbridge.	Clearway (to include verges, hard shoulders, slip roads and laybys)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 28</i>		
Huntingdon	A1307 (formerly the A14(T)) Along both sides of the carriageway of the A1307 from the centre point of the roundabout junction located 475 metres north east of Hinchingsbrooke Park Road Signalised Junction along the A1307 north-westwards for a distance of 500 metres.	Prohibition of parking

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Measures</i> (3)
	Hinchingbrooke Park Road / A1307 Signalised Junction Hinchingbrooke Park Road southern approach to the A1307 Signalised Junction (no right turns are permitted).	Prohibition of entry (no right turn)
	Hinchingbrooke Park Road /A1307 Signalised Junction Hinchingbrooke Park Road north westerly approach to the A1307 signalised junction (no right turns are permitted).	Prohibition of entry (no right turn)
	Hinchingbrooke Park Road/B1514 Brampton Road signals Hinchingbrooke Park Road south eastbound approach to its junction with the B1514 Brampton Road (no right turns are permitted).	Prohibition of entry (no right turn)
	A1307 and Roundabout Along the new section of the A1307, from its junction with Hinchingbrooke Park Road, in a generally north-westerly direction along its entire length, plus around the circumference of the roundabout that connects onto the dual carriageway section of the A1307 (formerly the A14(T)).	Prohibition of parking
	Hinchingbrooke Park Road Along its entire length to include the realigned approaches to both the new A1307 link and the B1514 Brampton Road.	Prohibition of parking
	B1514 Brampton Road From its north-easterly junction with Hinchingbrooke Park Road, from a point 24 metres southwest of the centreline for a distance of 105 metres in a north-easterly direction along both sides of the carriageway.	Prohibition of parking

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Measures</i> (3)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 29</i>		
Huntingdon	Mill Common Along the west side of Mill Common from its junction with Castle Moat Road in a southerly direction for a distance of 168 metres. Along the east side of Mill Common from its junction with Castle Moat Road in a southerly direction for a distance of 86 metres. Along the east side of Mill Common from a point 64 metres south of its junction with Castle Hill in a southerly direction for a distance of 34 metres.	Prohibition of waiting (at all times)
	Mill Common Along the east side of Mill Common from a point 10 metres south of its junction with Castle Hill in a southerly direction for a distance of 54 metres.	Prohibition of waiting (waiting for more than three hours prohibited and no return within three hours between the hours of 8 a.m. and 6 p.m. on any day other than Sunday)
	A1307 (formerly the A14(T)) / B1514 Brampton Road / Edison Bell Way Signalised Junction At the A1307 approach to the B1514 Brampton Road / Edison Bell Way Signalised Junction (no right turns permitted except by buses).	Prohibition of entry (no right turn except by buses)
	B1514 Brampton Road From a point 40 metres east of Burrows Drive in an easterly direction along the northern edge of the B1514 Brampton Road for a distance of 149 metres. From a point 81 metres east of Burrows Drive in an easterly direction along the southern edge of the B1514 Brampton Road for a distance of 107 metres.	Prohibition of parking

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Measures</i> (3)
	New Link Road From its junction with Castle Moat Road southwards along its entire length to the point where it meets the A1307 (formerly A14(T)).	Prohibition of parking
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 29</i>		
Huntingdon	A1307 (formerly the A14(T)) From its junction with the B1514 Brampton Road / Edison Bell Way Signalised Junction for a distance of 1312 metres in a south easterly direction (including the signalised junction with New Link Road).	Prohibition of parking
<i>The traffic regulation measures (clearways and weight limits) plans – sheets 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 29, 30 and 36</i>		
Girton, Dry Drayton, Oakington and Westwick, Longstanton, Lolworth, Swavesey, Conington, Fen Drayton, Fenstanton, Hemingford Grey, Hemingford Abbots, Godmanchester	A1307 (formerly the A14(T)) From a point 595 metres north west of the centre point of Girton Road to a point 680 metres south east of the New Link Road Signalised Junction in Huntingdon (including all roundabouts along the length of the A1307 (formerly the A14(T)) for a distance of 21.84 kilometres.	Clearway (to include verges, hard shoulders, slip roads and laybys)
<i>The traffic regulation measures (clearways and weight limits) plans – sheets 28 and 36</i>		
Huntingdon, The Stukeleys, Alconbury	A1307 (formerly the A14(T)) From a point 500 metres north west of the centre point of the A1307 Roundabout junction located 475 metres north east of Hinchingsbrooke Park Road Signalised Junction to a point 420 metres south east of the B1043 overbridge at Alconbury, for a distance of 4.73 kilometres.	Clearway (to include verges, hard shoulders, slip roads and laybys)

PART 3

ROADS TO BE DE-TRUNKED

In the administrative areas of Huntingdon District Council and South Cambridgeshire District Council

1. A length of 18.9 kilometres of the A14 Trunk Road from point A on sheet 1 of the De-Trunking Plans, being the point at which the A14 meets the B1043 at a roundabout junction situated to the east of Alconbury, in a south-easterly direction to point B on sheet 15 of the De-Trunking Plans, being a point on the A14 Trunk Road 130 metres south-east of the access to Friesland Farm.

2. A length of 3.1 kilometres of the A14 Trunk Road from point C on sheet 4 of the De-Trunking Plans, being a point on the A14 Trunk Road 200 metres south-west of the roundabout known as the Spittals Interchange situated west of Huntingdon, passing under the existing B1514 overbridge and then continuing in a north-westerly direction to point D on sheet 13 of the De-Trunking Plans, being the point where the A14 Trunk Road meets the A1 Trunk Road at the existing Brampton Hut Junction situated to the north-west of Brampton.

PART 4

REVOCATIONS AND VARIATIONS OF EXISTING TRAFFIC REGULATION ORDERS

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Title of Order</i> (3)	<i>Revocations or Variations</i> (4)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheets 1 and 2</i>			
Alconbury	A1 Trunk Road Laybys situated on the southbound carriageway of the trunk road between points 50 metres north and 830 metres south of its junction with the C107 Woolley Road and on the northbound carriageway of the trunk road between points 200 metres north and 460 metres north of its junction with the C107 [Woolley Road].	The A1 Trunk Road (Woolley, Cambridgeshire) (Prohibition of Entry) Order 2001 (SI 2001/90)	Order to be revoked Identified on sheets 1 and 2 by the blue square symbols numbered 1 and 3 respectively.
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 2</i>			
Alconbury	A1 Trunk Road Opposite the junction with the C107 Woolley Road	The A1 Trunk Road (C107 Woolley Road, Cambridgeshire) (Closure of Gap in the Central Reservation) Order 2000 (SI 2000/3082)	Order to be revoked Identified on sheet 2 by the blue square symbol numbered 2

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Title of Order</i> (3)	<i>Revocations or Variations</i> (4)
<i>The traffic regulation measures (clearways and weight limits) plans – sheets 1, 2, 4, 5, 6 and 7</i>			
Alconbury, The Stukeleys, Brampton	A1 Trunk Road In the county of Huntingdon and Peterborough, in the County of Rutland, in the County of Lincoln, parts of Kesteven, and in the County of Nottingham. From a point 150 yards north of Rail Bridge at Little Paxton in the County of Huntingdon in a northerly direction to its junction with the Liverpool - Warrington - Stockport - Sheffield - Lincoln – Skegness Trunk Road (A57) at Markham Moor in the County of Nottingham a distance of 82.73 miles.	The London -Edinburgh - Thurso Trunk Road (Prohibition of Waiting) (Clearways) Order 1971 (SI 1971/894)	Order to be varied (to apply clearways to all verges, hard shoulders, slip roads and laybys on the northbound and southbound carriageways, in addition to the existing clearways on the mainline A1 Trunk Road) From the point where the A1 Trunk Road crosses the B1514 Buckden Road for a distance of 6265 metres along the existing and new A1 Trunk Road on both the Northbound and Southbound carriageway including the A1 Trunk Road Southbound Link onto the A14, to where it meets the B1042 Alconbury Overbridge.
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 4</i>			

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Title of Order</i> (3)	<i>Revocations or Variations</i> (4)
Brampton	A1 and A14 Trunk Road (Brampton Hut Interchange) The A14 Trunk Road eastbound and westbound approaches to the Brampton Hut Interchange, the southbound and northbound entry / exit slips from the A1.	The A1 and A14 Trunk Roads (Brampton Hut Interchange, Cambridgeshire) (40 miles per hour speed limit) Order 2006 (SI 2006/2881)	Order to be varied (varying the length of the A14 Trunk Road eastbound carriageway to which the Order applies to accord with the scheme lighting design as shown on sheet 3 of the general arrangement drawings (document reference 2.2). Speed limit to be 40mph. The A14 Trunk Road eastbound carriageway from a point 138 metres west of its junction with Brampton Hut Interchange.
<i>The traffic regulation measures (clearways and weight limits) plans – sheets 14, 15, and 36</i>			
Alconbury Weston, Alconbury, The Stukeleys, Huntingdon, Godmanchester, Hemingford Abbots	A14 Trunk Road (formerly A604) from the Huntingdon and Peterborough County Boundary near Fenstanton to Cow Lane, Godmanchester, a distance of 4.75 miles.	The County of Huntingdon and Peterborough (Fenstanton-Godmanchester Road A604) (Prohibition of Waiting) (Clearway) Order 1967	Order to be revoked
<i>The traffic regulation measures (clearways and weight limits) plans – sheets 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24</i>			
Fen Drayton, Conington, Swavesey, Boxworth, Lolworth, Bar Hill, Longstanton, Oakington and Westwick, Dry Drayton, Girton, Madingley	A14 Trunk Road (formerly A604) from a point 650 yards north-west of its junction with Girton Road to the Huntingdon and Peterborough County boundary near Fenstanton, a length of 7.4 miles.	The County of Cambridgeshire and Isle of Ely (Cambridge – Fenstanton Road A604) (Prohibition of Waiting) Clearway Order 1967	Order to be revoked

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Title of Order</i> (3)	<i>Revocations or Variations</i> (4)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 17</i>			
Boxworth	Laybys adjacent to the eastbound and westbound carriageways of the trunk road at various locations listed in the Order indicated in Column 3	The A14 Trunk Road (Bythorn, Junction 15 – Swavesey / Boxworth, Junction 28) (Prohibition of Entry) Order 2008 (SI 2008/1010)	Order to be partially revoked Layby adjacent to the westbound carriageway of the A14 Trunk Road situated between points 40 metres and 220 metres southeast of the centre point of its junction with the access track leading to Friesland Farm Identified on sheet 17 by the blue square symbol numbered 4
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheets 17 and 18</i>			
Swavesey, Boxworth	Boxworth and Swavesey (A14 westbound slip off , A14 Westbound slip on, High Street and Boxworth End)	Cambridgeshire County Council (Removal of Restricted Roads Status) (No 1) Order 2001	Order to be revoked Identified on sheets 17 and 18 by the blue square symbols numbered 5 (sheet 17), 6, 7, 8, 9 and 10 (sheet 18)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 19</i>			
Lolworth	A14 Trunk Road (formerly A604) gap in the central reservation 1300 metres west of its junction with the B1050 at Bar Hill	The A604 Trunk Road (Lolworth Turn, Lolworth) (Prohibition of use of gap in central reservation) Order 1991 (SI 1991/2760)	Order to be revoked Identified on sheet 19 by the blue square symbol numbered 12
	A14 Junction with Robin's Lane Splitter island between the entry and exit slips to Robins Lane	The A14 Trunk Road (Huntingdon Road/Robins Lane Junction, Lolworth, Cambridgeshire) (Prohibition of Traffic) Order 2008 (SI 2008/2880)	Order to be revoked Identified on sheet 19 by the blue square symbol numbered 11

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Title of Order</i> (3)	<i>Revocations or Variations</i> (4)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 20</i>			
Bar Hill	A14 Trunk Road (formerly A604) At the junction with the private access serving Lolworth Petrol Station	The Trunk Road (A604) (Temporary Restriction of Traffic) Order 1978 (SI 1978/555)	Order to be revoked Identified on sheet 20 by the blue square symbol numbered 13
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 21</i>			
Oakington and Westwick	A14 Trunk Road Layby situated on the eastbound carriageway of the trunk road between points 330 metres east and 610 metres east of the Oakington /Dry Drayton Road Bridge.	The A14 Trunk Road (Oakington/Dry Drayton Interchange, Cambridgeshire) (Prohibition of Entry) Order 2002 (SI 2002/2472)	Order to be revoked Identified on sheets 21 by the blue square symbol numbered 14
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 23 and 24</i>			
Girton	Huntingdon Road Orders along the northeast side from a point 112 metres northwest of its junction with Girton Road in a north westerly direction to its junction with the eastern side of the slip road to the eastbound carriageway of the Trunk Road A14 Cambridge Northern Bypass. Orders along southwest side from its junction with Girton Road in a north westerly direction for a distance of 720 metres	Cambridgeshire County Council (Huntingdon Road, Girton) (Bus/Cycle Lane, Prohibition of Waiting and Loading Order 1998	Order to be revoked Identified on sheets 23 and 24 by the blue square symbols numbered 15, 16, 17, (sheet 23) 18 and 19 (sheet 24)

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Title of Order</i> (3)	<i>Revocations or Variations</i> (4)
<i>The traffic regulation measures (clearways and weight limits) plans – sheet 23</i>			
Madingley	A428 Trunk Road From the mid point of the M11 overbridge at Girton interchange and its junction with the slip road to the A1	The A10, A11 and A428 Trunk Roads (Cambridgeshire) (24 Hours Clearway) Order 2001 (SI 2001/1563)	Order to be varied (Clearways to include verges, hard shoulders, slip roads and laybys on the eastbound and westbound carriageways in addition to mainline carriageways) From the point of the M11 overbridge at Girton interchange for a distance of 866 metres in a south easterly direction.
<i>The traffic regulation measures (clearways and weight limits) plans – sheets 24, 25, 26, 27</i>			
Girton, Impington	A14 Trunk Road From the centre point of Girton Road overbridge, Cambridgeshire to its roundabout junction with the A154 Felixstowe Dock Gate No. 1, Suffolk (Junction 62)	The A14 Trunk Road (Girton Interchange, Cambridgeshire – Felixstowe, Suffolk) (24 Hours Clearway) Order 2006 (SI 2006/268)	Order to be varied (Clearways to include verges, hard shoulders, slip roads and laybys on the eastbound and westbound carriageways in addition to the mainline carriageway) From the centre point of Girton Road overbridge for distance of 4542 metres in an easterly direction to Milton Junction.

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Title of Order</i> (3)	<i>Revocations or Variations</i> (4)
<i>The traffic regulation measures (clearways and weight limits) plans – sheets 28, 29, 30, 36</i>			
Alconbury, The Stukeleys, Huntingdon, Godmanchester,	A14 Trunk Road From its junction with Cow Lane and proceeding in a generally north-westerly direction to its junction with the London-Edinburgh-Thurso Trunk Road (A1), a distance of 9.92 kilometres. From its junction with Cow Lane and proceeding in a generally easterly direction for a distance of 1.05 kilometres	The Trunk Road (Huntingdon-Godmanchester Bypass) (Prohibition of Waiting) (Clearways) Order 1977 (SI 1977/1539)	Order to be revoked
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 28</i>			
Huntingdon	Hinchingbrooke Park Road Along its entire length.	The County of Cambridgeshire (Hinchingbrooke Park Road, Huntingdon) (Prohibition of Waiting) Order 1992	Order to be revoked.
	Hinchingbrooke Park Road Hinchingbrooke Park Road access slip from Brampton Road (B1514), at its junction with Hinchingbrooke Park Road eastbound Un-named link between Hinchingbrooke Park Road and Brampton Road (B1514), the whole length between Hinchingbrooke Park Road and Brampton Road (B1514)	Cambridgeshire County Council (Various Streets between Hinchingbrooke Park Road and Brampton Road, Huntingdon) (Prohibition of Right/Left Turn, Driving, Waiting & Entry) Order 2013	Order to be revoked Identified on sheet 28 by the blue square symbols numbered 20 and 21.

<i>Parish(es)</i> (1)	<i>Road name, number and length</i> (2)	<i>Title of Order</i> (3)	<i>Revocations or Variations</i> (4)
<i>The traffic regulation measures (speed limits and prohibitions) plans – sheet 29</i>			
Huntingdon	Mill Common	The County of Cambridgeshire (Various Streets, Huntingdon) (Prohibition and Restriction of Waiting) Order 1987	Order to be partially revoked (in respect of provisions relating to Mill Common)
	Prince Street	The County of Cambridgeshire (Prince Street, Huntingdon) (Box Junction) Order 1987	Order to be revoked Identified on sheet 29 by the blue square symbol numbered 22
<i>The de-trunking plans – sheets 6, 7, 8, 9, 10, 11, 12 and 15</i>			
Godmanchester, Hemingford Abbots, Fenstanton, Conington, Fen Drayton	A14 Trunk Road (formerly A604) From a point 990 metres south east of Cow Lane, Godmanchester to a point 54 metres south east of the Friesland Farm Access.	The A604 Barton - Seagrave - Harwich Road (Girton To Godmanchester Section) Trunking and the A14 Royston – Alconbury Trunk Road. Order 1974/1782	Order to be varied Sections of the A14 Trunk Road to be de-trunked as shown on sheets 4, 13 and 14 of the de-trunking plans.
<i>The de-trunking plans – sheets 4, 13 and 14</i>			
Huntingdon, The Stukeleys, Brampton	A14 Trunk Road (formerly A604) From a point 95 metres north east of the centre line of the A14 Trunk Road / A141 Junction to a point 100 metres east of the centreline of the A1 Trunk Road at the Brampton Hut Junction.	The A604 Catthorpe-Harwich Trunk Road (Thrapston to Brampton Section and Slip Roads) Order (No.2) 1987/840	Order to be varied Sections of the A14 Trunk Road to be de-trunked as shown on sheets 4, 13 and 14 of the de-trunking plans.

PART 5
WEIGHT LIMIT VARIATIONS

<i>Parish(es)</i> <i>(1)</i>	<i>Existing Zone</i> <i>(2)</i>	<i>Title of Existing Order</i> <i>(3)</i>	<i>Variation</i> <i>(4)</i>
<i>The traffic regulation measures (clearways and weight limits) plans– sheets 4, 5, 6, 7 and 31</i>			
Brampton	Zone shown edged with a dotted black line and hatched, as indicated in the plan attached to the Order named in column 3 of this table	The County of Cambridgeshire (Brampton Zone) (Prohibition of Heavy Commercial Vehicles) Order 1991	An area to be removed from existing weight limit zone (as referred to in column 2 of this table), being an area of 272,822 square metres shown edged green and shaded green on the above-mentioned sheets.
<i>The traffic regulation measures (clearways and weight limits) plans– sheets 4, 5 and 6</i>			
Brampton	Zone shown edged with a dotted black line and hatched, as indicated in the plan attached to the Order named in column 3 of this table	The County of Cambridgeshire (West Cambridgeshire Zone) (Prohibition of Heavy Commercial Vehicles) Order 1993	An area to be removed from existing weight limit zone (as referred to in column 2 of this table), being an area of 303,015 square metres shown edged green and shaded green on the above-mentioned sheets.
<i>The traffic regulation measures (clearways and weight limits) plans– sheets 17 and 18</i>			
Hilton, Fenstanton, Conington, Elsworth, Boxworth, Childerley, Bourn Knapwell, Papworth Everard	Zone shown edged with a dotted black line and hatched, as indicated in the plan attached to the Order named in column 3 of this table	Cambridgeshire County Council (Hilton Zone) (Prohibition of Heavy Commercial Vehicles) Order 2000	Area to be removed from existing weight limit zone (as referred to in column 2 of this table), being an area of 93,666 square metres and shown edged green and shaded green on the above-mentioned sheets.

<i>Parish(es)</i> (1)	<i>Existing Zone</i> (2)	<i>Title of Existing Order</i> (3)	<i>Variation</i> (4)
<i>The traffic regulation measures (clearways and weight limits) plans– sheets 28, 29, 30, 31, 32, 33, 34 and 35</i>			
Huntingdon, Brampton, Godmanchester	Zone shown edged with a dotted black line and hatched, as indicated in the plan attached to the Order named in column 3 of this Schedule	The County of Cambridgeshire (Godmanchester and Huntingdon Zone) (Prohibition of Heavy Commercial Vehicles) Order 1988	The Head of Local Infrastructure and Street Management of Cambridgeshire County Council (or his or her successor in office) may at his or her discretion issue upon application a permit to allow agricultural vehicles to proceed along any road or length of road within the area of the existing weight limit zone of 7,362,781 square metres shown edged red and shaded pink on the above-mentioned sheets.

PART 6

CLASSIFICATION OF ROADS

In the administrative area of Cambridgeshire County Council—

THE NEW A14 TRUNK ROAD

A 27.33 kilometre length of new highway

1. A 27.33 kilometre length of new highway to be classified (as identified in sub-paragraphs 1(a) to 1(c) below) as part of the A14 Trunk Road (such length also including existing highway to be improved, as identified in sub-paragraph 1(d) below)—

- (a) commencing from a point 298 metres east of the point where Footpath Ellington 23 (also known as Footpath 71/23), runs adjacent to the eastern boundary of the pumping station, located to the south of the A14, and continuing from that point in an easterly then a south-easterly direction for a distance of 1.45 kilometres to the centre point of a bridge which is proposed to be constructed over the existing A1 Trunk Road to carry this new A14 Trunk Road;
- (b) then continuing in a south-easterly then a south-south-easterly direction for a distance of 1.97 kilometres to the centre point beneath a proposed bridge which is to be constructed to carry the new link between the southbound carriageway of the existing A1 Trunk Road and the new A14 Trunk Road;
- (c) then continuing in a south-easterly, then an easterly, then a south-easterly direction for a distance of 16.32 kilometres to the point where it meets Bridleway 225/14 (towards the east of the A14 Swavesey Junction); and
- (d) then continuing in a south-easterly direction along the existing A14 Trunk Road for a distance of 7.59 kilometres to a point 514 metres south-east of where Beck Brook passes below the A14 Trunk Road in a culvert (towards the north-east of the A14 Girton Interchange),

identified by a blue line on the classification of roads plans – sheets 1 and 2.

A 474 metre length of new highway

2. A 474 metre length of new highway (as identified in sub-paragraphs (a) and (b) below) to be classified as part of the A14 Trunk Road (together with existing highway to be improved, as identified in sub-paragraph (c) below)—

- (a) commencing from its junction with the roundabout proposed to be constructed and known as the Southern New Ellington Roundabout, and continuing in a north-easterly direction for a distance of 198 metres to the roundabout proposed to be constructed and known as the Northern New Ellington Roundabout, plus the entire circumferences of the proposed Southern Ellington Roundabout and Northern Ellington Roundabout;
- (b) then continuing from its junction with the proposed Northern Ellington Roundabout, in an east-north-easterly direction for a distance of 215 metres to a point where it meets the existing A14 Trunk Road alignment; and
- (c) then continuing in an easterly direction for a distance of 292 metres along the existing A14 Trunk Road alignment to the existing roundabout known as Brampton Hut Interchange,

identified by a blue line on the classification of roads plans – sheet 1.

Girton Interchange A14 Eastbound Link

3. A 2.1 kilometre length of new highway to be classified as part of the A14 Trunk Road commencing from a point 65 metres north-west of the point where Beck Brook passes below the existing A14 Trunk Road in a culvert (to the west of the existing Girton Interchange) and continuing in a south-easterly direction for a distance of 2048 metres to its junction with the existing A14 Trunk Road,

identified by a blue line on the classification of roads plans – sheet 2.

Girton Interchange A14 Westbound Link

4. A 2 kilometre length of new highway to be classified as part of the A14 Trunk Road commencing from a point 85 metres north-east of the centre point of the overbridge carrying the existing A14 Trunk Road over the existing M11 motorway (the M11 Overbridge) and continuing in a westerly then a north-north-westerly direction to a point 158 metres north-west of where Beck Brook passes below the existing A14 Trunk Road in a culvert,

identified by a blue line on the classification of roads plans – sheet 2.

THE NEW A14 TRUNK ROAD AND A1 TRUNK ROAD BRAMPTON INTERCHANGE SLIP ROADS

A1 Southbound Link to A14

5. A 1.8 kilometre length of new highway to be classified as part of the A1 Trunk Road commencing from a point 373 metres north of the centre point of where the southbound carriageway of the existing A1 Trunk Road passes under the proposed overbridge to be constructed to carry the C167 Grafham Road over the existing A1 Trunk Road, and continuing in a southerly and then south-easterly direction over the proposed A14 Trunk Road to be constructed, to where it merges with the eastbound carriageway of the proposed A14 Trunk Road, at a point 528 metres south east of the centre point of where it passes over the realigned B1514 Buckden Road,

identified by a red line on the classification of roads plans - sheet 1.

A14 Northbound Link to A1

6. A 1.75 kilometre length of new highway to be classified as part of the A14 Trunk Road commencing from the point 343 metres south-east of where the westbound carriageway of the proposed A14 Trunk Road to be constructed passes over the proposed realignment of the existing B1514 Buckden Road, to the point where it merges with the northbound carriageway of the existing A1 Trunk Road 483 metres north of the point where the northbound carriageway of the existing A1 Trunk Road passes under the proposed overbridge to be constructed to carry the C167 Grafham Road over the existing A1 Trunk Road,

identified by a blue line on the classification of roads plans - sheet 1.

THE NEW A14 TRUNK ROAD GIRTON INTERCHANGE SLIP ROADS

Westbound Merge (there is no Westbound Diverge)

7. A 813 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing at the junction of the slip road with the roundabout proposed to be constructed and known as Girton Roundabout West and continuing in a northerly then a north-westerly direction to where a point where it merges with the westbound carriageway of the existing A14 Trunk Road, at a point 266 metres south-east of where Beck Brook passes under the existing A14 Trunk Road in a culvert,

identified by a blue line on classification of roads plans - sheet 2.

Eastbound Diverge (there is no Eastbound Merge)

8. A 580 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing at the centre point on the eastbound carriageway of the existing A14 Trunk Road at a point 56 metres southeast of the centre point of where the eastbound carriageway of the existing A14 Trunk Road passes over Beck Brook (in culvert), continuing in a south-easterly direction to the point where it merges with the roundabout proposed to be constructed and known as Girton Roundabout East,

identified by a blue line on the classification of roads plans - sheet 2.

THE NEW A14 TRUNK ROAD BAR HILL JUNCTION SLIP ROADS

Westbound merge

9. A 866 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing at its junction with the roundabout proposed to be constructed and known as Bar Hill Junction (an alteration to the existing A14 Trunk Road junction at Bar Hill) and continuing in a north-westerly direction to the point where it merges with the westbound carriageway of the existing A14 Trunk Road at a point 645 metres north-west of the point where the Longstanton Brook passes (in culvert) under the existing westbound carriageway of the existing A14 Trunk Road,

identified by a blue line on the classification of roads plans - sheet 2.

Westbound diverge

10. A 613 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing from a point 162 metres north-west of where the boundary between Longstanton Parish and Oakington and Westwick Parish crosses the centre point of the westbound carriageway of the existing A14 Trunk Road, and continuing to its junction with the roundabout proposed to be constructed and known as Bar Hill Junction (as an alteration to the existing A14 Trunk Road Junction at Bar Hill),

identified by a blue line on the classification of roads plans - sheet 2.

Eastbound Merge

11. A 735 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing from its junction with the roundabout proposed to be constructed and known as Bar Hill Junction (as an alteration to the existing A14 Trunk Road), and continuing in a south-easterly direction to the point where it merges with the eastbound carriageway of the existing A14 Trunk Road at a point 282 metres north-west of where the boundary between Longstanton Parish and Oakington and Westwick Parish crosses the centre point of the eastbound carriageway of the existing A14 Trunk Road,

identified by a blue line on the classification of roads plans - sheet 2.

Eastbound Diverge

12. A 598 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing at a point 387 metres north-west of the point where the Longstanton Brook passes (in culvert) under the eastbound carriageway of the existing A14 Trunk Road, and continuing to its junction with the roundabout proposed to be constructed and known as Bar Hill Junction (as an alteration to the existing A14 Trunk Road),

identified by a blue line on classification of roads plans - sheet 2.

THE NEW A14 CAMBRIDGE SERVICES JUNCTION SLIP ROAD

A 826 metre length of new bifurcated slip road

13. A 826 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing at a point 180 metres north-west of the point where Utton's Drove Drain passes under the westbound carriageway of the existing A14 Trunk Road, and continuing in a north-westerly direction to its junction with the roundabout proposed to be constructed and known as 'Cambridge Services Roundabout',

identified by a blue line on the classification of roads plans - sheet 2.

THE NEW A14 TRUNK ROAD SWAVESEY JUNCTION SLIP ROADS

Westbound Diverge

14. A 938 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing at a point 625 metres north-west of the point where Utton's Drove Drain passes under the westbound carriageway of the existing A14 Trunk Road, and continuing in a north-westerly direction to its junction with the roundabout proposed to be constructed and known as the Southern Swavesey Roundabout,

identified by a blue line on the classification of roads plans - sheet 2.

Westbound Merge

15. A 666 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing at its junction with the roundabout proposed to be constructed and known as the South Swavesey Roundabout, and continuing in a north-westerly direction to the point where it merges with the westbound carriageway of the proposed A14 Trunk Road to be constructed at a point 30 metres east of where Scotland Drove Drain passes under the existing A14 Trunk Road,

identified by a blue line on the classification of roads plans - sheet 2.

Eastbound Diverge

16. A 638 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing at the centre point of where the eastbound carriageway of the existing A14 Trunk Road passes under the overbridge proposed to be constructed to carry an unclassified road, to connect the roundabout proposed to be constructed and known as Southern Swavesey Roundabout to the roundabout proposed to be constructed and known as Northern Swavesey Roundabout, and continuing from that point in a south-easterly and then a north-westerly direction to its junction with the proposed Northern Swavesey Roundabout,

identified by a blue line on the classification of roads plans - sheet 2.

Eastbound Merge

17. A 1.2 kilometre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing at its junction with the roundabout proposed to be constructed and known as the Northern Swavesey Roundabout, and continuing in a south-easterly direction to the point where it merges with the eastbound carriageway of the existing A14 Trunk Road at a point 1172 metres south-east of the centre point of the eastbound carriageway of the existing A14 Trunk Road where it passes under the overbridge which is proposed to be constructed between the proposed Northern Swavesey Roundabout and the roundabout proposed to be constructed and known as Southern Swavesey Roundabout,

identified by a blue line on the classification of roads plans - sheet 2.

THE NEW A14 TRUNK ROAD A1198 ERMINE STREET JUNCTION SLIP ROADS

Eastbound Diverge (there is no Westbound Diverge)

18. A 595 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing from the point 1007 metres east of the centre point of where the eastbound carriageway of the existing A14 Trunk Road passes under the overbridge which is proposed to be constructed to carry the realigned unclassified road known as Silver Street over the new A14 Trunk Road, and continuing in a north-easterly direction to its junction with the roundabout proposed to be constructed and known as the Northern Ermine Street Roundabout,

identified by a blue line on the classification of roads plans - sheet 1.

Westbound Merge (there is no Eastbound Merge)

19. A 729 metre length of new bifurcated slip road, to be classified as part of the A14 Trunk Road, commencing from its junction with the roundabout proposed to be constructed and known as the Southern Ermine Street Roundabout, and continuing in a north-westerly direction to the point where it merges with the westbound carriageway of the new A14 Trunk Road at a point 992 metres east of the centre point of where the westbound carriageway of the new A14 Trunk Road passes under the overbridge which is proposed to be constructed to carry the realigned unclassified road Silver Street over the new A14 Trunk Road,

identified by a blue line on the classification of roads plans - sheet 1.

THE NEW A1 TRUNK ROAD

Realigned A1 Trunk Road Brampton Interchange to Brampton Hut Interchange

20. A 2.9 kilometre length of new highway to be classified as part of the A1 Trunk Road commencing from a point 4 metres north of the centre point of the existing overbridge carrying the existing A1 Trunk Road over the existing B1514 Buckden Road and continuing in a north-north-westerly, then northerly, then north-westerly, then north-north-easterly direction for a distance of 2.9 kilometres to a point where it merges with the existing A1 Trunk Road, at a point 92 metres south of the centre point of the existing roundabout known as Brampton Hut Interchange,

identified by a red line on the classification of roads plans - sheet 1.

THE A141 CLASSIFIED ROAD

A 3.2 kilometre length of the existing A14 highway

21. A length of 3.2 kilometres of the existing A14 highway to be re-classified as the A141 Classified Road, from the existing roundabout known as the Spittals Interchange, in a south-westerly direction, passing under the existing B1514 overbridge, and then continuing in a north-westerly direction to the existing roundabout known as the Brampton Hut Junction,

identified by a green line on the classification of roads plans - sheet 1.

THE A1307 CLASSIFIED ROAD (HUNTINGDON ROAD)

A 22.2 kilometre length of new highway

22. A 22.2 kilometre length of new highway, to be classified as the A1307 Classified Road (such length also including existing highway to be improved, as identified in paragraph (k) below)—

- (a) commencing from its junction with the roundabout proposed to be constructed and known as Girton Roundabout East, (as an alteration to the existing A1307 Huntingdon Road) and continuing in a west-north-westerly direction for a distance of 615 metres to the roundabout proposed to be constructed and known as Girton Roundabout West (as an alteration to the existing A1307 Huntingdon Road) and including the entire circumference of the Girton Roundabout East and the Girton Roundabout West;
- (b) then extending from its junction with the proposed Girton Roundabout West in a west-north-westerly direction and then in a north-westerly direction for a distance of 1.6 kilometres to its junction with the proposed Cambridge Crematorium Access Road to be constructed, and then extending in a north-westerly direction for a distance of 415 metres to the roundabout proposed to be constructed and known as 'Oakington Road Roundabout' (as an alteration to the existing C193 Oakington Road) including the entire circumference of the proposed Oakington Road Roundabout;
- (c) then continuing from its junction with the proposed Oakington Road Roundabout in an east-north-easterly direction and then in a north-easterly direction for a distance of 629 metres to the Dry Drayton Roundabout which is proposed to be constructed (as an alteration to the existing C197 Dry Drayton Road) including the entire circumference of the proposed Drayton Road Roundabout;
- (d) then continuing from its junction with the proposed Dry Drayton Roundabout in a west-north-westerly direction, then in a north-north-westerly direction for a distance of 1.6 kilometres to its junction with the proposed Link Road to be constructed from the existing B1050 Hattons Road;
- (e) then extending in a north-westerly direction under the bridge proposed to be constructed (as an alteration and realignment of the existing B1050 Hattons Road) and continuing in a north-westerly direction for a distance of 1.5 kilometres to a centre point under the bridge proposed to be constructed over the existing A14 Trunk Road (as a realignment and extension of the existing unclassified Robin's Lane);
- (f) then extending in a north-westerly direction for a distance of 89 metres to its junction with the proposed realignment and extension of the existing unclassified Robin's Lane, and then continuing in a north-westerly direction for a distance of 997 metres to the east of the existing A14 Eastbound Cambridge Services;
- (g) then continuing around the A14 Eastbound Cambridge Services in a north-easterly then north-westerly, then south-westerly direction for a distance of 370 metres to a point just west of the existing A14 Eastbound Cambridge Services (off the A14 eastbound mainline carriageway);
- (h) then continuing in a north-westerly direction for a distance of 308 metres, to a centre point under the new footbridge for non-motorised users which is proposed to be constructed close to the Bucking Way Business Park, then extending in a north-easterly direction for a distance of 161 metres to its junction with the new local access road which is proposed to be constructed, and then continuing north-eastwards for a distance of 238 metres to the roundabout proposed to be constructed and known as the Bucking Way Road Roundabout (as an alteration to the existing C186 Bucking Way Road);
- (i) then continuing from its junction with the proposed Bucking Way Road roundabout for a distance of 240 metres in a westerly then a south-westerly direction to the roundabout which is proposed to be constructed and known as the Northern Swavesey Roundabout ;
- (j) then continuing in a north-westerly direction for a distance of 1.1 kilometres to a point 519 metres west of the point where it meets Bridleway 225/14;
- (k) then continuing along the route of the existing A14 Trunk Road, proposed to be reclassified as the A1307 road, for a distance of 11.7 kilometres to its junction with the existing unclassified path crossing Mill Common; and
- (l) then continuing in a northerly direction for a distance of 664 metres to its junction with the proposed realignment of the existing B1514 Brampton Road in Huntingdon,

identified by a pink line on the classification of roads plans - sheets 1 and 2.

A 469 metre length of new highway

23. A 469 metre length of new highway to be constructed and classified as part of the A1307 Classified Road, commencing from its junction with the proposed realignment of the unclassified Hinchbrook Park Road, and continuing in a north-easterly direction to its junction with the roundabout proposed to be constructed and known as Views Common Roundabout,

identified by a pink line on the classification of roads plans – sheet 1.

A 5.3 kilometre length of the existing A14

24. A 5.3 kilometre length of the existing A14 which is proposed to be re-classified as part of the A1307 Classified Road, commencing from its junction with the roundabout proposed to be constructed and known as Views Common Roundabout, and continuing in a north-westerly direction to its junction with the A141 at the existing roundabout known as Spittals Interchange, and continuing to a point 420 metres south-east of the existing bridge carrying the existing B1043 over the existing A1(M) road, including the entire circumference of the proposed Views Common Roundabout,

identified by a pink line on the classification of roads plans - sheet 1.

B1514 BUCKDEN CLASSIFIED ROAD

A 874 metre length of new highway

25. A 874 metre length of new highway to be classified as part of the B1514 Buckden Road—

- (a) commencing at a point 206 metres west of the roundabout proposed to be constructed and known as Buckden Road Roundabout (as part of an alteration to the alignment of the existing B1514 Buckden Road), and continuing in a north-easterly direction to its junction with the proposed Buckden Road Roundabout; and
- (b) continuing from the proposed Buckden Road Roundabout in a north-easterly direction under the overbridge proposed to be constructed (to carry the new A14 Trunk Road and the improved A1 Trunk Road) for a distance of 668 metres to the point where it merges with the existing B1514 Buckden Road at a distance of 761 metres southwest of its junction with the unadopted road known as Park Lane, including the entire circumference of the proposed Buckden Road Roundabout,

identified by an orange dashed line on the classification of roads plans - sheet 1.

B1043 OFFORD ROAD CLASSIFIED ROAD

A 1.1 kilometre length of new highway

26. A 1.1 kilometre length of new highway to be classified as part of the B1043 Offord Road from a point 511 metres south-west of the point where the boundary between Godmanchester Parish and Offord Cluny and Offord D'Arcy Parish crosses the new A14 Trunk Road which is proposed to be constructed, continuing in a north-easterly direction and traversing an overbridge (which is proposed to be constructed over the proposed new A14 Trunk Road alignment) to the point where it merges with the existing B1043 Offord Road, 482 metres north-east of the centre point of its proposed overbridge crossing the new A14 Trunk Road,

identified by an orange dashed line on the classification of roads plans - sheet 1.

A1198 ERMINE STREET CLASSIFIED ROAD

A 1.1 kilometre length of new highway

27. A 1.1 kilometre length of new highway to be classified as part of the A1198 Ermine Street—

- (a) commencing from a point 347 metres south-west of a roundabout proposed to be constructed and known as the Ermine Street Roundabout South, and continuing in a

north-easterly direction to its junction with the proposed Ermine Street Roundabout South, for a distance of 406 metres including the entire circumference of the proposed Ermine Street Roundabout South;

- (b) then continuing from its junction with the proposed Ermine Street Roundabout South in a north-westerly direction across an overbridge proposed to be constructed over the new A14 Trunk Road, for a distance of 183 metres to its junction with the roundabout proposed to be constructed and known as Ermine Street Roundabout North; and
- (c) then continuing from the Ermine Street Roundabout North in a north-westerly direction for a distance of 495 metres to the point where it merges with the existing A1198 Ermine Street, at a point 585 metres north of the new A14 Trunk Road, including the entire circumference of the proposed Ermine Street Roundabout North,

identified by an orange line on the classification of roads plans - sheet 1.

B1040 POTTON ROAD CLASSIFIED ROAD

A 1 kilometre length of new highway

28. A 1 kilometre length of new highway to be classified as part of the B1040 Pottton Road commencing from a point 563 metres north-east of West Brook (where West Brook converges with the point at which the Parish boundaries of Hilton, Fenstanton and Hemingford Grey all meet) and continuing in a north-easterly direction for a distance of 1 kilometre, to the point where it merges with the existing B1040 Pottton Road,

identified by an orange dashed line on the classification of roads plans - sheet 1.

B1050 HATTONS ROAD CLASSIFIED ROAD

A 812 metre length of new highway

29. A 812 metre length of new highway to be classified as part of the B1050 Hattons Road—

- (a) commencing at its junction with the existing roundabout known as Saxon Way Roundabout and continuing in a north-westerly then a north-easterly direction for a distance of 144 metres to its junction with the roundabout proposed to be constructed and known as Bar Hill Junction (as an alteration to the existing A14 Trunk Road); and
- (b) then continuing from the Bar Hill Junction for a distance of 668 metres in a north-easterly direction to a point where it merges with the existing B1050 Hattons Road, at a point 601 metres north-east of the centre point of the Bar Hill Junction circulatory carriageway, including the entire circumference of the Bar Hill Junction circulatory carriageway,

identified by an orange dashed line on the classification of roads plans - sheet 2.

A 191 metre length of new highway

30. A 191 metre length of new highway to be classified as part of the B1050 Hattons Road, commencing from its junction with the new A1307 (which is proposed to be constructed), and continuing for a distance of 191 metres to its junction with the existing B1050 Hattons Road (on its new realignment which is proposed to be constructed) to a point 211 metres north-east of the proposed new Bar Hill Junction circulatory carriageway,

identified by an orange dashed line on the classification of roads plans - sheet 2.

C181 HILTON ROAD CLASSIFIED ROAD

A 967 metre length of new highway

31. A 967 metre length of new highway to be classified as the C181 Hilton Road commencing from a point 129 metres north east of where the boundary between Hilton Parish and Fenstanton Parish crosses the existing C181 Hilton Road, and continuing in a north-easterly then a north-

north-easterly direction crossing a new overbridge (which is proposed to be constructed over the new A14 Trunk Road) to a point where it merges with the existing C181 Hilton Road, at a point 206 metres south-west of its junction with the existing unclassified road known as Pear Tree Close,

identified by a pink dashed line on the classification of roads plans - sheet 1.

C340 BRAMPTON ROAD CLASSIFIED ROAD

A 435 metre length of new highway

32. A 435 metre length of new highway to be classified as the C340 Brampton Road, commencing from a point 96 metres north-east of the junction of the existing C340 Brampton Road with the existing A1 Trunk Road, and continuing in a north-westerly then a northerly direction to its junction with the roundabout proposed to be constructed and known as Buckden Road Roundabout,

identified by a pink dashed line on the classification of roads plans - sheet 1.

C167 GRAFHAM ROAD CLASSIFIED ROAD

A 1.0 kilometre length of new highway

33. A 1.0 kilometre length of new highway to be classified as the C167 Grafham Road commencing from the point where it diverges from the existing C167 Grafham Road, 491 metres west of the centre point of the proposed overbridge (proposed to be constructed to carry it over the new A1 Trunk Road alignment and the new A14 Trunk Road alignment), and continuing in a south-easterly then a north-easterly direction over the proposed overbridge to the point where it merges with the existing C167 Park Road, that point being at a distance of 549 metres northeast of the centre point of the proposed overbridge,

identified by a pink dashed line on the classification of roads plans - sheet 1.

C186 BUCKING WAY ROAD CLASSIFIED ROAD

A 174 metre length of new highway

34. A 174 metre length of new highway to be classified as the C186 Bucking Way Road, commencing at the roundabout which is proposed to be constructed and known as the Bucking Way Road Roundabout, and continuing in a north-easterly direction to the point where it merges with the existing C186 Bucking Way Road, at a point 471 metres south-west of the junction of Bridleway 225/16 with the C186 Bucking Way Road, including the entire circumference of the proposed Bucking Way Road Roundabout,

identified by a pink dashed line on the classification of roads plans - sheet 2.

C107 WOOLLEY ROAD

A 2.5 kilometre length of new highway

35. A 2.5 kilometre length of new highway to be classified as the C107 Woolley Road—

- (a) commencing from its junction with the roundabout proposed to be constructed and known as the Northern New Ellington Roundabout, and continuing for a distance of 889 metres in a northerly then an easterly and then a northerly direction to the centre point of where it crosses the Ellington Brook Relief Channel on an overbridge which is proposed to be constructed; and
- (b) then continuing in a northerly and then in a north-westerly direction for a distance of 1.6 kilometres to where it merges with the existing C107 Woolley Road at a point 205 metres south-east of the access to the Huntingdon Research Centre,

identified by a pink dashed line on the classification of roads plans - sheet 1.

SCHEDULE 4

Articles 13 and 24

PERMANENT STOPPING UP OF HIGHWAYS AND PRIVATE MEANS OF ACCESS AND PROVISION OF NEW HIGHWAYS AND PRIVATE MEANS OF ACCESS

1. In relating this Schedule to its corresponding rights of way and access plans, the provisions described in this Schedule are shown on the rights of way and access plans in the following manner—

- (a) Existing highways to be stopped up, as described in column 2 of Part 1 and Part 2 of this Schedule, are shown by thick black hatching (as shown in the key on the rights of way and access plans) over the extent of the area to be stopped up, which is described in column 3 of Part 1 and Part 2 of this Schedule.
- (b) New highways which are to be substituted for a highway to be stopped up (or which are otherwise to be provided) other than the new or improved A14 Trunk Road and the improved A1 Trunk Road, as are included in column 4 of Part 1 of this Schedule, are shown by black stipple with a centre line (as shown in the key on the rights of way and access plans) and are given a reference label (a capital letter in a circle) and will be a road unless the word ‘bridleway’ appears beneath its reference letter in column 4.
- (c) Private means of access to be stopped up, as described in column 2 of Parts 3 and 4 of this Schedule, are shown by a solid black band (as shown in the key on the rights of way and access plans), over the extent of stopping up described in column 3 of Parts 3 and 4, and are given a reference label (a lower case letter in a circle).
- (d) New private means of access to be substituted for a private means of access to be stopped up (or which are otherwise to be provided) in relation to the new or improved A14 Trunk Road, as are included in column 4 of Part 3 of this Schedule, are shown by thin diagonal hatching (as shown in the key on the rights of way and access plans) and are given a reference label (a number in a circle).

PART 1

HIGHWAYS TO BE STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED AND NEW HIGHWAYS WHICH ARE OTHERWISE TO BE PROVIDED

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
<i>The rights of way and access plans – sheet 1</i>			
In the parishes of Alconbury and The Stukeleys; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference B A length of new bridleway from Woolley Road, northwards along the western boundary of the improved A1(T) to Brooklands Lane, a distance of 1180 metres.
<i>The rights of way and access plans – sheet 2</i>			
In the parishes of Alconbury and The Stukeleys; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference A A length of new highway from a point on Woolley Road 55 metres south-east of the access to Weybridge Farm, in a generally southerly direction for a distance of 2,200 metres, to the new Ellington junction (for continuation of Reference A see Sheet 3).
<i>The rights of way and access plans – sheet 3</i>			
In the parishes of Alconbury, The Stukeleys and Brampton; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference A – refer to sheet 2
	-	-	Reference C A length of new bridleway between the new Woolley Road and the existing A14(T) at Brampton Hut, a distance of 130 metres.

<i>(1) Area</i>	<i>(2) Highway to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New highway to be substituted/provided</i>
	-	-	Reference E A length of new bridleway between the southern boundary of the Brampton Hut Service Area and the new Grafham Road (existing Park Road on sheet 6), in a generally southerly direction for a distance of 2,340 metres (for continuation of Reference E see sheets 5 and 6).
	-	-	Reference F A length of new footpath (steps) in a south-west to north- east direction between loops of new bridleway Reference E, for a distance of 35 metres.
<i>The rights of way and access plans– sheet 4</i>			
None	None	-	-
<i>The rights of way and access plans– sheet 5</i>			
In the parish of Brampton; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference E – Refer to sheet 3
	-	-	Reference A A length of new footpath (steps) from the intersection of Footpath 28/15 with new bridleway Reference A westward for a distance of 40 metres.

<i>(1) Area</i>	<i>(2) Highway to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New highway to be substituted/provided</i>
	Bridleway 28/19	A length from a point on Bridleway 28/19 60 metres south-west of the improved A1(T) north eastward then southward for a distance of 660 metres.	Reference B To be substituted by a new bridleway between the west side of the improved A1 on the north side of Brampton Brook to existing Park Road (on sheet 6), in a generally southerly direction for a distance of 1,280 metres (for continuation of Reference B see sheet 6).
	A1(T)	A length from a point on the A1(T) 90 metres north of the western end of Footpath 28/15 in a southerly direction for a distance of 180 metres.	The improved A1.
	Footpath 28/15	A length from a point on Footpath 28/15 75 metres east of the A1(T) north westward for a distance of 75 metres.	Reference E (part) To be substituted by a new bridleway between the east side of the new A14(T) south of the Brampton Hut Interchange (on sheet 3), looping northward then southward to a junction with Footpath 28/15, for a distance of 270 metres.
<i>The rights of way and access plans– sheet 6</i>			
In the parish of Brampton; in the district of Huntingdonshire; in the county of Cambridgeshire.	Grafham Road	A length from its junction with the existing A1(T) in a south westerly direction for a distance of 65 metres.	Reference D To be substituted by a length of new highway from a point 60 metres west of the existing Grafham Road access to Brampton Lodge, in a generally north easterly direction for a distance of 824 metres.

<i>(1) Area</i>	<i>(2) Highway to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New highway to be substituted/provided</i>
	Park Road	A length from a point 65 metres north-east of its junction with the existing Grafham Road for a distance of 100 metres.	Reference D To be substituted by a length of new highway from a point 60 metres west of the existing Grafham Road access to Brampton Lodge, in a generally north easterly direction for a distance of 824 metres.
	Bridleway 28/19	A length from a point 470 metres north of the existing Grafham Road/ Park Road junction in a generally southerly direction for a distance of 470 metres.	Reference B – Refer to sheet 5
	-	-	Reference C A length of new bridleway between the southern end of Bridleway 28/19 at the existing Park Road and the new private means of access to Brampton Lodge (Reference 2), for a distance of 210 metres.
	-	-	Reference E – Refer to sheet 3
	Footpath 28/2	A length from a point 275 metres north of the existing Park Road bridge over the A1(T) in a north easterly direction for a distance of 115 metres.	Reference E (part) To be substituted by a new bridleway from a point on Footpath 28/2 100m east of the new A14(T) to the new Grafham Road (existing Park Road), in a generally south easterly direction for a distance of 175 metres.

<i>(1) Area</i>	<i>(2) Highway to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New highway to be substituted/provided</i>
<i>The rights of way and access plans– sheet 7</i>			
In the parishes of Buckden and Brampton; in the district of Huntingdonshire; in the county of Cambridgeshire.	B1514 Buckden Road	A length from a point starting at the existing Buckden Landfill access in a generally south westerly direction for a distance of 500m.	Reference A To be substituted by a length of new highway from a point 15 metres north-east of the existing Buckden Landfill access, in a south westerly direction for a distance of 580 metres.
	Brampton Road	A length from a point starting at the existing junction of Buckden Road and Brampton Road in a south westerly direction for a distance of 170 metres.	References B & C To be substituted by a length of new highway from a point 320 metres north-east of the existing A1(T)/Brampton Road junction in a north easterly direction for a distance of 246 metres to a new junction with the new B1514 Buckden Road; and, a length of new highway from a point 430 metres north-east of the existing A1(T)/Brampton Road junction in a north westerly direction for a distance of 45 metres.
<i>The rights of way and access plans– sheet 8</i>			
-	None	-	-
<i>The rights of way and access plans– sheet 9</i>			
In the parishes of Godmanchester and Offord Cluny and Offord D'Arcy; in the district of Huntingdonshire; in the county of Cambridgeshire.	B1043 Offord Road	A length from a point 70 metres south-west of its junction with the Offord Hill Farm Access in a generally south westerly direction for a distance of 830 metres.	Reference A To be substituted by a length of new highway from a point 50 metres south-west of the Offord Hill Farm Access in a south westerly direction for a distance of 905 metres.

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
<i>The rights of way and access plans– sheet 10</i>			
In the parish of Godmanchester; in the district of Huntingdonshire; in the county of Cambridgeshire.	Silver Street	A length from a point 80 metres south of its junction with the Lower Debden Farm Access in a southerly direction for a distance of 340 metres.	Reference A To be substituted by a length of new highway from a point 55 metres south of its junction with the Lower Debden Farm Access in a southerly direction for a distance of 460 metres.
<i>The rights of way and access plans– sheet 11</i>			
In the parishes of Godmanchester and Hemingford Abbots; in the district of Huntingdonshire; in the county of Cambridgeshire.	A1198 Ermine Street	A length from a point 250 metres south-east of its junction with the Beacon Field Equine Centre Access in a south easterly direction for a distance of 390 metres.	Reference A To be substituted by a length of new highway from a point 220 metres south-east of the Beacon Field Equine Centre Access in a south easterly direction for a distance of 660 metres.
<i>The rights of way and access plans– sheet 12</i>			
In the parishes of Hemingford Abbots and Hemingford Grey; in the district of Huntingdonshire; in the county of Cambridgeshire.	Bridleway 121/10	A length from a point 510 metres west of its junction with Mere Way in a generally westerly direction for a distance of 570 metres.	Reference A To be substituted by a new bridleway on the south side of the new A14(T) between the start and end points of the stopping up, for a distance of 470 metres.
	Bridleway 121/10	A length from its junction with Mere Way in a westerly direction for a distance of 30 metres.	Reference B To be substituted by a length of new bridleway adjacent to Mere Way in a southerly direction, for a distance of 100 metres, to a junction with Bridleway 122/13.

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
<i>The rights of way and access plans– sheet 13</i>			
In the parishes of Hemingford Grey, Fenstanton and Hilton; in the district of Huntingdonshire; in the county of Cambridgeshire.	B1040 Potton Road	A length from a point 200 metres north-east of its junction with the West Brook in a north easterly direction for a distance of 770 metres.	Reference A To be substituted by a length of new highway from a point 140 metres north-east of the junction of West Brook with the B1040 Potton Road in a north easterly direction for a distance of 865 metres.
	-	-	Reference B A length of new footpath between the junction of Footpath 122/10 with the existing B1040 Potton Road in north easterly direction for a distance of 330 metres.
<i>The rights of way and access plans– sheet 14</i>			
In the parishes of Fenstanton and Hilton; in the district of Huntingdonshire; in the county of Cambridgeshire.	Hilton Road	A length from a point 290 metres south-west of its junction with Pear Tree Close in a south westerly direction for a distance of 740 metres.	Reference A To be substituted by a length of new highway from a point 265 metres south-west of the Hilton Road/Pear Tree Close junction in a south westerly direction for a distance of 800 metres.
<i>The rights of way and access plans– sheet 15</i>			
In the parishes of Fenstanton and Conington; in the district of Huntingdonshire and South Cambridgeshire; in the county of Cambridgeshire.	Conington Road	A length from a point 135m south of its junction with Access Road in a generally southerly direction for a distance of 500 metres.	Reference A To be substituted by a length of new highway from the junction of Conington Road with the Access Road in a generally southerly direction for a distance of 680 metres.

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
	-	-	Reference B A length of new footpath running in a north-westerly direction adjacent to the northern boundary of the existing Conington Road and then the new realigned Conington Road for a distance of 515 metres and joining the highway boundary of the realigned Conington Road at a point adjacent to the new private means of access (Reference 4).
	Footpath 87/14 and Footpath 53/1	A length of Footpath 87/14 from its junction with Footpath 87/6, south eastward to its junction with Footpath 53/1 at the Fenstanton Parish boundary, a distance of 430 metres. In addition, a length of Footpath 53/1 from its junction with Footpath 87/14 at the Fenstanton Parish boundary, southward to its junction with Conington Road, a distance of 530 metres.	To be substituted by the existing Footpath 87/6 from its junction with Footpath 87/14 to Access Road, a new cycleway along Access Road to the junction with the new Conington Road, a new cycleway along the new Conington Road (part Reference A), and new Footpath (Reference B) to its junction with Footpath 53/1.
	Footpath 53/2	A length from its junction with New Barns Lane, north eastward to its junction with Huntingdon Road, a distance of 895 metres.	To be substituted by a new footpath (Reference C), a cycleway along the north side of New Barns Lane (sheet 16) and cycleways along Huntingdon Road (A14) north-westward to its junction with Footpath 53/2 (sheets 15 and 16).
<i>The rights of way and access plans– sheet 16</i>			

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
In the parishes of Fen Drayton and Conington; in the district of South Cambridgeshire; in the county of Cambridgeshire.	-	-	Reference C – Refer to sheet 15
<i>The rights of way and access plans– sheet 17</i>			
In the parishes of Swavesey, Conington and Boxworth; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Bucking Way Road	A length from a point 150 metres north-west of the Cambridge Services roundabout, north-eastward for 76 metres; and a length from its junction with the A14 northward for a distance of 40 metres.	References B, C and D (part) To be substituted by a length of new highway from the Anderson Road/Bucking Way Road junction, south westward to the southern dumbbell roundabout of the new Swavesey Junction then south eastward for a total distance of 1255 metres, to the Cambridge Services roundabout.
	-	-	Reference D A length of new highway on the north-east side of the new A14(T) from the new junction of Bucking Way Road, Anderson Road and the new Swavesey Junction Link Road (Reference B), in a generally south eastward direction for a distance of 5240 metres, to its junction with the new Dry Drayton Road (Reference C on sheet 21) and the new Dry Drayton to Girton Access Track (on sheet 21). For continuation of new highway Reference D see sheets 18, 19, 20 and 21.

<i>(1) Area</i>	<i>(2) Highway to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New highway to be substituted/provided</i>
	-	-	Reference A A length of new highway on the north-east side of the new A14(T), from a point 180 metres north-west of its junction with Scotland Drove, in a south easterly direction for a distance of 780 metres, to the new Swavesey Junction.
	-	-	Reference E A length of new highway on the north-east side of the new A14(T) from the new junction of Bucking Way Road and new Swavesey Junction Link Road (Reference B), south eastward for a distance of 40 metres.
<i>The rights of way and access plans– sheet 18</i>			
In the parishes of Swavesey, Boxworth and Lolworth; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Bridleway 225/15	A length from its junction with the A14(T) north-eastward for a distance of 50 metres.	Reference A To be substituted by a length of new bridleway from the boundary of the improved A14(T) north-westward for a distance of 47 metres to its junction with Bridleway 225/15.
	-	-	Reference D – Refer to sheet 17
<i>The rights of way and access plans– sheet 19</i>			
In the parishes of Swavesey and Lolworth; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Robin's Lane	A length from a point 40 metres south-west of its junction with the A14(T) generally south-westward to a point 20 metres west of the access to Grange Farm, a distance of 370 metres.	Reference A To be substituted by a length of new highway from the junction of Grange Farm access with Robin's Lane in a generally northerly direction for a distance of 615 metres.

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
	-	-	Reference B New highway on the north-east side of the new A14(T) from the new Robin's Lane, in a northerly direction for a distance of 175 metres.
	-	-	Reference C New footpath on the south-west side of the improved A14(T) from its junction with Footpath 150/5, in a south easterly direction for a distance of 160 metres where it meets realigned Bridleway 16/1 to be provided in connection with redevelopment of land adjacent to the Service Area at Bar Hill Junction.
	-	-	Reference D – Refer to sheet 17
<i>The rights of way and access plans– sheet 20</i>			
In the parishes of Lolworth, Longstanton, Bar Hill and Oakington and Westwick; in the district of South Cambridgeshire; in the county of Cambridgeshire.	B1050 Hatton's Road	A length from a point 58 metres north-west of the centre of the junction between the B1050 Hatton's Road, Saxon Way and Crafts Way, in a generally northerly direction for a distance of 340 metres.	Reference B To be substituted by a length of new highway from the B1050 Hatton's Road/Saxon Way/Crafts Way junction in a generally north eastward direction for a distance of 745 metres.
	-	-	A length of new permissive non-motorised user route on the south-east side of the new Bar Hill junction from the western end of stopped up Bridleway 16/1 in a generally south easterly direction for a distance of 300 metres.
	-	-	Reference D – Refer to sheet 17

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
	-	-	Reference C A length of new highway on the north side of the A14 from a point 140 metres north-east of the existing B1050 Hatton's Road/A14 diverge slip road roundabout junction in a generally south easterly direction for a distance of 195 metres.
<i>The rights of way and access plans– sheet 21</i>			
In the parishes of Dry Drayton and Oakington and Westwick; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Dry Drayton Road	A length from its existing junction with Oakington Road, south eastward for a distance of 95 metres.	Reference C To be substituted by a length of new highway from a point on Oakington Road 250 metres south-west of its junction with Dry Drayton Road, in a generally north easterly direction over the A14 to a new junction with Dry Drayton Road, a distance of 700 metres.
	Oakington Road	A length from its existing junction with Dry Drayton Road, south westward for a distance of 160 metres.	Reference C To be substituted by a length of new highway from a point on Oakington Road 250 metres south-west of its junction with Dry Drayton Road, in a generally north easterly direction over the A14 to a new junction with Dry Drayton Road, a distance of 700 metres.

<i>(1) Area</i>	<i>(2) Highway to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New highway to be substituted/provided</i>
	-	-	Reference A A length of new bridleway and cycle track with a right of way on foot, from a point 180 metres south-east of the junction of the A14 Southbound Slip Roads and the A14(T), in a generally south easterly direction to the Girton Grange Accommodation Bridge over the A14 (see sheet 24), a total distance of 3,000 metres (for continuation of Reference A see sheets 22, 23 and 24).
	-	-	Reference B A length of new highway from a point 200 metres south-west of the Oakington Road junction with Dry Drayton Road, in a generally south easterly direction for a distance of 2,310 metres to the existing Huntingdon Road at the M11 (for continuation of Reference B see sheets 22 and 23).
	Bridleway 66/12	A length from its junction with the southern boundary of the new A14(T), in a generally south- westerly direction for a distance of 540 metres.	To be substituted by new cycleways along and within the highway boundary of the new Cambridge Crematorium Access Road (Reference E) and the new Dry Drayton to Girton Local Access Road (part Reference B), for a distance of 580 metres.
	-	-	Reference D – Refer to sheet 17

<i>(1) Area</i>	<i>(2) Highway to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New highway to be substituted/provided</i>
	-	-	Reference E A length of new highway from the new Dry Drayton to Girton Local Access Road, in a generally north easterly direction for a distance of 465 metres, to provide access to Hackers Fruit Farm and premises currently with access from the south of the A14(T).
<i>The rights of way and access plans– sheet 22</i>			
In the parishes of Dry Drayton, Girton and Oakington and Westwick; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Footpath 99/7	The whole length, from its junction with the existing A14 Westbound Link at Girton Interchange, westward to its junction with The Avenue, a distance of 400 metres.	To be substituted by a new cycle track with a right of way on foot along the New Dry Drayton to Girton Local Access Road (part Reference B) south-eastward to the A1307 Huntingdon Road (sheet 23), a distance of 665 metres.
	Footpath 99/8	A length from its junction with The Avenue, westward to the southern boundary of the new Dry Drayton to Girton Local Access Road, a distance of 70 metres.	To be substituted by a new cycle track with a right of way on foot along the New Dry Drayton to Girton Local Access Road (part Reference B), for a distance of 50 metres.
	-	-	Reference B – Refer to sheet 21
	-	-	Reference A – Refer to sheet 21
	-	-	Reference D – Refer to sheet 23

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Highway to be stopped up</i>	<i>(3)</i> <i>Extent of stopping up</i>	<i>(4)</i> <i>New highway to be substituted/provided</i>
<i>The rights of way and access plans– sheet 23</i>			
In the parishes of Madingley and Girton; in the district of South Cambridgeshire; in the county of Cambridgeshire.	A14 Westbound Link	A length from the start of the existing A14 Westbound Link north westward for a distance of 360 metres.	New A14 Westbound Link
	Bridleway 154/2	A length from a point 220 metres north-east of the Bridleway 154/2 overpass over the A428(T), in a generally north easterly direction for a distance of 475 metres.	To be substituted by a length of new bridleway from a point on Bridleway 154/2 220 metres north-east of the Bridleway 154/2 overpass over the A428(T), northward for a distance of 535 metres, to the boundary of the new Dry Drayton to Girton Local Access Road (Reference D), and a length of new bridleway from a point at the junction of Bridleway 154/2 and the southern boundary of the A428(T), eastward for a distance of 1,125 metres, to the existing Footpath 154/3 underpass under the M11 (Reference C). (For a continuation of Reference D see sheet 22).
	A14 Huntingdon Road Link	A length from the start of the A14 Huntingdon Road Link south eastward for a distance of 230 metres.	New A14 Huntingdon Road Link
	-	-	Reference A – Refer to sheet 21
	-	-	Reference B – Refer to sheet 21
<i>The rights of way and access plans– sheet 24</i>			
In the parishes of Girton and	-	-	Reference A – Refer to sheet 21

(1) Area	(2) Highway to be stopped up	(3) Extent of stopping up	(4) New highway to be substituted/provided
Impington; in the district of South Cambridgeshire; in the county of Cambridgeshire.	-	-	Reference B A length of new cycle track with a right of way on foot from the northern end of the Girton Grange Accommodation Bridge, in a generally easterly direction to Weavers Field, a distance of 150 metres.
<i>The rights of way and access plans– sheet 25</i>			
None	None	-	-
<i>The rights of way and access plans– sheet 26</i>			
None	None	-	-
<i>The rights of way and access plans– sheet 27</i>			
None	None	-	-
<i>The rights of way and access plans– sheet 28</i>			
In the parish of Huntingdon; in the district of Huntingdonshire; in the county of Cambridgeshire.	A14(T)	A length from a point 250 metres west of the East Coast Main Line railway, in a generally south easterly direction for a distance of 460 metres.	Reference A To be substituted by a length of new highway from a point immediately south-west of the existing A14(T) 290 metres west of the East Coast Main Line railway, in a generally south westerly direction to Hinchingsbrooke Park Road for a distance of 470 metres; a length of the improved Hinchingsbrooke Park Road; a length of the existing B1514 Brampton Road; and a length of new highway (Reference C) southward for a distance of 98 metres.

<i>(1) Area</i>	<i>(2) Highway to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New highway to be substituted/provided</i>
	Footpath 133/11	A length from a point 220 metres west of the East Coast Main Line railway, in a generally north westerly direction for a distance of 130 metres.	Reference F (part) To be substituted by part of a new footpath to be provided between Footpath 133/11 north-east of the existing A14(T) underpass and a point north of new private means of access (Reference 2) on the new highway (Reference A), a distance of 470 metres.
	-	-	Reference B A length of new highway from a point on Brampton Road exit slip road 45 metres south-west of its junction with Hinchingsbrooke Park Road in a generally northerly direction for a distance of 40 metres to this junction.
	-	-	Reference C A length of new highway from a point on Brampton Road 80 metres north-east of the East Coast Main Line railway in a generally southerly direction for a distance of 98 metres to the de-trunked A14.
	-	-	Reference D A length of new highway from a point on the de-trunked A14, 30 metres west of its crossing of the road called Mill Common, northward to the junction of Prince's Street with Ring Road, for a distance of 125 metres to this junction.

<i>(1) Area</i>	<i>(2) Highway to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New highway to be substituted/provided</i>
	-	-	Reference E A length of new highway from a point on Ring Road 45 metres south-east of its junction with Prince's Street in a generally southerly direction for a distance of 50 metres to the road called Mill Common.
	-	-	Reference G A length of new cycle track with a right of way on foot, from a point north of new private means of access (Reference 2) on the new highway (Reference A), in a north-easterly direction for a distance of 290 metres to a junction with Footpath 133/11.

PART 2

HIGHWAYS TO BE STOPPED UP FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

(1) Area	(2) Street to be stopped up	(3) Extent of stopping up
<i>The rights of way and access plans– sheet 1</i>		
None	None	-
<i>The rights of way and access plans– sheet 2</i>		
In the parishes of Alconbury and The Stukeleys; in the district of Huntingdonshire; in the county of Cambridgeshire.	Layby east of the improved A1(T) 365m south of the existing A1(T) junction with Woolley Road.	The whole layby.
	Bridleway 230/6	A length from its junction with the A1(T), 700 metres south of the existing A1(T) junction with Woolley Road, in a easterly direction to the new highway boundary, a distance of 10 metres.
<i>The rights of way and access plans– sheet 3</i>		
None	None	-
<i>The rights of way and access plans– sheet 4</i>		
None	None	-
<i>The rights of way and access plans– sheet 5</i>		
None	None	-
<i>The rights of way and access plans– sheet 6</i>		
None	None	-
<i>The rights of way and access plans– sheet 7</i>		
None	None	-
<i>The rights of way and access plans– sheet 8</i>		
None	None	-
<i>The rights of way and access plans– sheet 9</i>		
None	None	-
<i>The rights of way and access plans– sheet 10</i>		
None	None	-
<i>The rights of way and access plans– sheet 11</i>		
None	None	-
<i>The rights of way and access plans– sheet 12</i>		
None	None	-
<i>The rights of way and access plans– sheet 13</i>		
None	None	-
<i>The rights of way and access plans– sheet 14</i>		
None	None	-
<i>The rights of way and access plans– sheet 15</i>		

(1) Area	(2) Street to be stopped up	(3) Extent of stopping up
In the parishes of Fenstanton and Conington; in the district of Huntingdonshire and South Cambridgeshire; in the county of Cambridgeshire.	Footpath 87/6	A length from the southern highway boundary of its junction with Access Road, south eastward to its southern end at the Fenstanton Parish boundary, a distance of 460 metres.
<i>The rights of way and access plans– sheet 16</i>		
None	None	-
<i>The rights of way and access plans– sheet 17</i>		
In the parishes of Swavesey, Conington and Boxworth; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Bridleway 225/14	A length from its junction with the existing A14 (T) in a north easterly direction to the new A14(T) highway boundary, a distance of 35 metres.
<i>The rights of way and access plans– sheet 18</i>		
None	None	-
<i>The rights of way and access plans– sheet 19</i>		
In the parishes of Swavesey and Lolworth; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Footpath 150/5	A length from its junction with the existing A14 (T) in a south westerly direction to the new A14(T) highway boundary, a distance of 27 metres.
<i>The rights of way and access plans– sheet 20</i>		
In the parishes of Lolworth, Longstanton, Bar Hill and Oakington and Westwick; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Bridleway 151/10	A length from its junction with the A14(T), in a north-easterly direction to the north-east highway boundary of the new Local Access Road (Swavesey Junction / Dry Drayton Local Access Road), a distance of 85 metres.
	Bridleway 16/1	A length from its junction with the A14(T), in a generally north-westerly direction for a distance of 145 metres.
<i>The rights of way and access plans– sheet 21</i>		
In the parishes of Dry Drayton and Oakington and Westwick; in the district of South Cambridgeshire; in the county of Cambridgeshire.	A14 Southbound slip roads	The whole slip road.
	A14 Northbound slip roads	The whole slip road.

(1) Area	(2) Street to be stopped up	(3) Extent of stopping up
<i>The rights of way and access plans– sheet 22</i>		
In the parishes of Dry Drayton, Girton and Oakington and Westwick; in the district of South Cambridgeshire; in the county of Cambridgeshire.	The Avenue	A length from a point 43 metres south-west of its junction with the A14(T), south-westward for a distance of 220 metres.
<i>The rights of way and access plans– sheet 23</i>		
In the parishes of Madingley and Girton; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Washpit Lane	A length from its junction with the A14(T), north eastward for a distance of 55 metres.
	Bridleway 99/6	A length from the western highway boundary of the existing A14 Westbound Link, in a north easterly direction to and beyond the A1307 Huntingdon Road, for a total distance of 260 metres.
<i>The rights of way and access plans– sheet 24</i>		
None	None	-
<i>The rights of way and access plans– sheet 25</i>		
None	None	-
<i>The rights of way and access plans– sheet 26</i>		
None	None	-
<i>The rights of way and access plans– sheet 27</i>		
None	None	-
<i>The rights of way and access plans– sheet 28</i>		
None	None	-

PART 3

PRIVATE MEANS OF ACCESS TO BE STOPPED UP FOR WHICH A SUBSTITUTE IS TO BE PROVIDED AND NEW PRIVATE MEANS OF ACCESS WHICH ARE OTHERWISE TO BE PROVIDED

(1) <i>Area</i>	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
<i>The rights of way and access plans– sheet 1</i>			
In the parishes of Alconbury and The Stukeleys; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference 1 New private means of access along the west side of the improved A1 (T) from the new Woolley Road.
	-	-	Reference 2 – Refer to sheet 2
<i>The rights of way and access plans– sheet 2</i>			
In the parishes of Alconbury and The Stukeleys; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference 1 – Refer to sheet 1
	Reference b Access to field from the east of the existing A1(T) layby, 700 metres south of the junction of Woolley Road with the A1(T).	A length from its junction with the existing A14(T) layby south-eastward for a distance of 10 metres.	Reference 2 To be substituted by a new private means of access along the east side of the improved A1(T) from the end of the existing private means of access to Lazy Acre farm from the Alconbury junction (eastern dumbbell roundabout) on the A1(T).
	-	-	Reference 3 New private means of access on the west side of the improved A1(T) from the new Woolley Road.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	Reference a Access to Weybridge Farm and East Cottage from the south of Woolley Road, 140 metres north-west of its junction with the A1(T).	A length from its junction with Woolley Road south-westward for a distance of 22 metres.	Reference 4 To be substituted by a new private means of access in the same location as stopped up access Reference a, but repositioned at the highway boundary of the new Woolley Road.
	-	-	Reference 5 New private means of access on the west side of the improved A1(T) from the new Woolley Road.
<i>The rights of way and access plans– sheet 3</i>			
In the parishes of Alconbury, The Stukeleys and Brampton; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference 2 – Refer to sheet 2
	-	-	Reference 1 New private means of access on the west side of the improved A1(T) from the new Woolley Road.
	Reference a Access to field from the north of A14 (T), 880 metres west of its junction with the A1(T).	A length from its junction with A14(T) northward for a distance of 18 metres.	Reference 3 To be substituted by a new private means of access on the north side of the new A14(T) from the new Woolley Road.

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference b Access to Little Meadow, Woodhatch Farm and Huntingdon Recycling Ltd from the south of A14 (T), 880 metres west of its junction with the A1(T).	A length from its junction with A14(T) southward for a distance of 35 metres and westward for a distance of 190 metres.	Reference 4 To be substituted by a new private means of access on the south side of the new A14(T) from the new Ellington junction (southern dumbbell roundabout) at the south end of the new Woolley Road.
	Reference c Access to Rectory Farm from the south of A14(T), 875 metres west of its junction with the A1(T).	A length from its junction with A14(T) eastward for a distance of 290 metres and south eastward for a distance of 280 metres.	Reference 5 To be substituted by a new private means of access on the south side of the new A14(T) from the new Ellington junction (southern dumbbell roundabout) at the south end of the new Woolley Road.
	Reference d Access to Rectory Farm from the existing track south of the A14(T), 650 metres west and 440 metres south of its junction with the A1(T).	A length from its junction with the existing track north-eastward for a distance of 205 metres.	Reference 6 To be substituted by a new private means of access on the south side of the new A14(T) from the new Ellington junction (southern dumbbell roundabout) at the south end of the new Woolley Road.
	Reference e Access to Rectory Farm from the south of the existing A14(T), 100 metres south-west of Brampton Hut Services.	A length from its junction with A14(T) north-eastward for a distance of 205 metres.	Reference 5 To be substituted by a new private means of access on the south side of the new A14(T) from the new Ellington junction (southern dumbbell roundabout) at the south end of the new Woolley Road.
<i>The rights of way and access plans– sheet 4</i>			

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
None	None	-	-
<i>The rights of way and access plans– sheet 5</i>			
In the parish of Brampton; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference 1 New private means of access on the east side of the new A14(T) from the north side of the new Grafham Road.
	-	-	Reference 2 – Refer to sheet 6.
<i>The rights of way and access plans– sheet 6</i>			
In the parish of Brampton; in the district of Huntingdonshire; in the county of Cambridgeshire.	Reference b Access to field from the south-east side of the existing Park Road 330 metres east of its junction with Grafham Road.	A length from its junction with Park Road south-eastward for a distance of 12 metres.	Reference 3 To be substituted by a new private means of access on the east side of the new A14(T) from the south-east side of the new Grafham Road to the north side of the new A14(T) emergency / maintenance access from the new B1514 Buckden Road.
	Reference a Access to field from the north-west side of the existing Park Road at its junction with the existing Grafham Road.	A length from its junction with Park Road north westward for a distance of 5 metres.	Reference 2 To be substituted by a new private means of access on the west side of the improved A1(T) from the north side of the new Grafham Road. New Private Means of Access reference 2 to be extended at its northern end, westward along the north side of Brampton Brook to provide access to adjacent land.
	-	-	Reference 1 – Refer to sheet 5

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	-	-	Reference 4 New private means of access on the west side of the A1(T), from Grafham Road and connecting to Mere Lane.
	-	-	Reference 5 New private means of access on the west side of the realigned Park Road/Grafham Road, running along the previous alignment of Grafham Road, to provide access to the fishing lake.
<i>The rights of way and access plans– sheet 7</i>			
In the parishes of Buckden and Brampton; in the district of Huntingdonshire; in the county of Cambridgeshire.	Reference a Access to Lodge Farm from the south-east side of the existing Brampton Road 190 metres east of the existing A1(T) and 285 metres south of the existing Buckden Road.	A length from its junction with Brampton Road south-eastward for a distance of 35 metres.	Reference 2 To be substituted by a new private means of access in the same location as the stopped up access, but repositioned at the highway boundary of the new Brampton Road.
	Reference b Access to Station Farm from the south-east side of the existing Brampton Road 20 metres south-west of its junction with Buckden Road.	A length from its junction with the existing Brampton Road south-eastward for a distance of 35 metres.	Reference 1 To be substituted by a new private means of access on the north-east side of the new A14(T) from the south side of the new B1514 Buckden Road.
	Reference c Access to Station Farm from the south-east side of the existing Brampton Road 10 metres south-west of its junction with Buckden Road.	A length from its junction with the existing Brampton Road south-eastward for a distance of 7 metres.	Reference 1 To be substituted by a new private means of access on the north-east side of the new A14(T) from the south side of the new B1514 Buckden Road.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	Reference d Access to field from the north-west side of the existing Buckden Road 15 metres south-west of the existing access to the Landfill site.	A length from its junction with the existing Buckden Road north-westward for a distance of 30 metres.	Reference 3 To be substituted by a new private means of access on the east side of the improved A1(T) from the south-east side of the new Grafham Road to the north side of the new A14(T) emergency / maintenance access from the new B1514 Buckden Road.
	-	-	Reference 6 New private means of access commencing on the north-east side of the new A14(T) from the access to Station Farm, continuing south-eastward then south- westward around the new A14(T) embankment to connect with the access to Lodge Farm (on sheet 7).
<i>The rights of way and access plans– sheet 8</i>			
In the parishes of Buckden, Godmanchester and Offord, Cluny and D'Arcy; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference 1 New private means of access on the north-east and south-west sides of the new A14(T) from the existing track south of the new A14(T).
	-	-	Reference 3 New private means of access on the north and south sides of the new A14(T) from the south-east side of the existing access track.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	-	-	Reference 4 New private means of access on the north and south sides of the new A14(T) from the west side of the B1043 Offord Road at Corpus Christi Farm.
	-	-	Reference 5 New private means of access on the south side of the new A14(T) from the west side of the new B1043 Offord Road.
	-	-	Reference 6 – Refer to sheet 7
<i>The rights of way and access plans– sheet 9</i>			
In the parishes of Godmanchester and Offord, Cluny and D’Arcy; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference 5 – Refer to sheet 8
	-	-	Reference 2 New private means of access on the north side of the new A14(T) from the north-west side of the new B1043 Offord Road.
	-	-	Reference 3 New private means of access on the north side of the new A14(T) from the north-west side of the new B1043 Offord Road.

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference a Access to field from the south-east side of the existing B1043 Offord Road 900 metres south west of the Offord Hill Farm Access.	A length from its junction with the existing B1043 Offord Road eastward for a distance of 10 metres.	Reference 1 To be substituted by a new private means of access on the south side of the new A14(T) from the south-east side of the new B1043 Offord Road.
	Reference b Access to field from northern highway boundary of the new A14(T) 640 metres south-east of the existing Offord Hill Farm Access on the existing B1043 Offord Road	A length from its junction with the northern highway boundary of the new A14(T) south eastward for a distance of 235 metres.	Reference 6 To be substituted by a new private means of access commencing on the north side of the new A14(T) from the southern ends of the existing Offord Hill Farm and Wyboston Farm access tracks near the northern highway boundary of the new A14(T), continuing southwards, merging over the new A14(T), then diverging on the south side of the new A14(T) to provide access to fields (for continuation of Reference 6 see Sheet 10).
<i>The rights of way and access plans– sheet 10</i>			
In the parish of Godmanchester; in the district of Huntingdonshire; in the county of Cambridgeshire.	Reference a Access to Lower Debden Farm from the east side of Silver Street.	A length from its junction with Silver Street eastward for a distance of 22 metres.	Reference 1 To be substituted by a new private means of access in the same location as stopped up access Reference a, but repositioned at the highway boundary of the new Silver Street.

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference b Access to field from the west side of Silver Street 275 metres south of its junction with the Lower Debden Farm Access.	A length from its junction with Silver Street westward for a distance of 3 metres.	Reference 2 To be substituted by a new private means of access on the north side of the new A14(T) from the west side of the new Silver Street.
	Reference c Access to field from northern highway boundary of the new A14(T) 735 metres south west of the existing Westward Farm Access on the existing Silver Street.	A length from its junction with the northern highway boundary of the new A14(T) southward for a distance of 75 metres.	Reference 6 To be substituted by a new private means of access commencing on the north side of the new A14(T) from the southern end of the existing Offord Hill Farm and Wyboston Farm access tracks near the northern highway boundary of the new A14(T), continuing southwards, merging over the new A14(T), then diverging on the south side of the new A14(T) to provide access to fields (for continuation of Reference 6 see Sheet 9).
	-	-	Reference 3 New private means of access on the south side of the new A14(T) from the west side of the new Silver Street.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	-	-	Reference 4 New private means of access on the south side of the new A14(T) from the east side of the new Silver Street.
<i>The rights of way and access plans– sheet 11</i>			
In the parishes of Godmanchester and Hemingford Abbots; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference 1 New private means of access on the north side of the new A14(T) from the emergency / maintenance access only on the north- east side of the new A1198 Ermine Street Junction with the new A14(T) to a drainage attenuation pond.
	Reference a Access (exit only) from Wood Green Animal Shelter to the north eastern side of A1198 Ermine Street 15 metres south-east of its junction with the Beacon Field Equine Centre access.	A length from its junction with A1198 Ermine Street north eastward for a distance of 5 metres.	Reference 2 To be substituted by a new private means of access on the north side of the new A14(T) in the same location as stopped up access reference a, but repositioned at the highway boundary of the new A1198 Ermine Street.
	Reference b Access to Wood Green Animal Shelter from the north eastern side of the A1198 Ermine Street 155 metres south-east of its junction the Beacon Field Equine Centre.	A length from its junction with A1198 Ermine Street north eastward for a distance of 7 metres.	Reference 3 To be substituted by a new private means of access in the same location as stopped up access reference b, but repositioned at the highway boundary of the new A1198 Ermine Street.

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference c Access to field from the north eastern side of the existing A1198 Ermine Street, 370 metres south-east of its junction with Beacon Field Equine Centre.-	A length from its junction with A1198 Ermine Street north eastward for a distance of 5 metres.	Reference 4 New private means of access on the north side of the new A14(T) from the emergency / maintenance access on the north-east side of the new A1198 Ermine Street junction with the new A14(T).
	Reference e Access to Debden Lodge Farm from the south- west side of the A1198 Ermine Street.	A length from its junction with A1198 Ermine Street in a generally south westward direction for a distance of 50 metres.	Reference 5 To be substituted by a new private means of access on the south side of the new A14(T) from the south-west side of the new A1198 Ermine Street.
	Reference f Access to field from the north-east side of the A1198 Ermine Street 260 metres south-east of its junction with the Debden Lodge Farm access.	A length from its junction with the A1198 Ermine Street in a generally north westward direction for a distance of 130 metres.	Reference 6 To be substituted by a new private means of access on the south side of the new A14(T) in the same location as stopped up access reference f, but repositioned at the highway boundary of the new A1198 Ermine Street.
	-	-	Reference 7 New private means of access on the south side of the new A14(T) from the south-west side of the new A1198 Ermine Street.
<i>The rights of way and access plans– sheet 12</i>			

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
In the parishes of Hemingford Abbots and Hemingford Grey; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference 1 – Refer to sheet 11
<i>The rights of way and access plans– sheet 13</i>			
In the parishes of Hemingford Grey, Fenstanton and Hilton; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference 1 New private means of access on the south side of the new A14(T) from the north-west side of the new B1040 Potton Road.
	Reference a Access to field from the north-west side of the existing B1040 Potton Road at its junction with the Huntingdonshire District Council's Award Drain.	A length from its junction with the existing B1040 Potton Road westward for a distance of 5 metres.	Reference 2 To be substituted by a new private means of access on the north side of the new A14(T) from the north-west side of the new B1040 Potton Road.
	-	-	Reference 3 New private means of access on the north side of the new A14(T) from the south-east side of the new B1040 Potton Road.
<i>The rights of way and access plans– sheet 14</i>			
In the parishes of Fenstanton and Hilton; in the district of Huntingdonshire; in the county of Cambridgeshire.	Reference a Access to field from the south-east side of the existing Hilton Road 150 metres north-east of Oxholme Farm.	A length from its junction with Hilton Road south-eastward for a distance of 5 metres.	Reference 2 To be substituted by a new private means of access on the southern side of the new A14(T) from the south-east side of the new Hilton Road.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	Reference b Access to fields from south-east side of the existing Hilton Road 160 metres south-west of Oxholme Farm.	A length from its junction with Hilton Road south-eastward for a distance of 15 metres.	Reference 6 To be substituted by a new private means of access on the south-east side of the new Hilton Road in the same location as stopped up access Reference b, but repositioned at the highway boundary of the new Hilton Road.
	-	-	Reference 1 New private means of access on the south side of the new A14(T) from the north-west side of the new Hilton Road to Oxholme Farm.
	-	-	Reference 3 New private means of access on the north side of the new A14(T) from the north-west side of the new Hilton Road.
	-	-	Reference 4 New private means of access on the north side of the new A14(T) from the south-east side of the new Hilton Road.
	-	-	Reference 5 New private means of access on the north side of the new A14(T) from the south-east side of the new Hilton Road.
<i>The rights of way and access plans– sheet 15</i>			

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
In the parishes of Fenstanton and Conington; in the district of Huntingdonshire and South Cambridgeshire; in the county of Cambridgeshire.	Reference a Access to field from the north-east side of the existing Conington Road 750 metres south-east of its junction with Access Road.	A length from its junction with Conington Road in a north eastward direction for a distance of 3 metres.	Reference 4 To be substituted by a new private means of access on the south side of the new A14(T) from the north-east side of the new Conington Road.
	Reference b Access to field from the south-west side of the existing Conington Road 750 metres south-east of its junction with Access Road.	A length from its junction with Conington Road in a south westward direction for a distance of 5 metres.	Reference 5 To be substituted by a new private means of access on the south side of the new A14(T) from the south-west side of the new Conington Road.
	Reference c Access to field from the south-west side of the existing Conington Road 530 metres south of its junction with Access Road.	A length from its junction with Conington Road in a south westward direction for a distance of 4 metres.	Reference 2 To be substituted by a new private means of access on the south side of the new A14(T) from the west side of the new Conington Road to field, drainage attenuation pond and new A14(T).
	Reference d Access to field from the north side of the existing New Barns Lane 350 metres north-east of its junction with Conington Road.	A length from its junction with New Barns Lane in a northerly direction for a distance of 5 metres.	Reference 7 To be substituted by a new private means of access on the south side of the new A14(T) from the north side of New Barns Lane to field and drainage attenuation pond.
	Reference e Access to field from the north-east side of existing Conington Road 170 metres south of its junction with Access Road.	A length from its junction with Conington Road in a north easterly direction for a distance of 4 metres.	Reference 9 To be substituted by a new private means of access on the south side of Access Road at its junction with the existing Conington Road (to be stopped up).

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference f Access to field from the south west side of existing Conington Road 125 metres south of its junction with the A14(T).	A length from its junction with Conington Road in a south westerly direction for a distance of 4 metres.	Reference 10 To be substituted by a new private means of access on the south west side of the new Conington Road.
	Reference g Access to field from the south- west side of existing Conington Road 170 metres south of its junction with Access Road.	A length from its junction with Conington Road in a south westerly direction for a distance of 4 metres.	Reference 9 To be substituted by a new private means of access on the south side of Access Road at its junction with the existing Conington Road (to be stopped up).
	-	-	Reference 1 New private means of access on the north side of the new A14(T) from the west side of the new Conington Road to drainage attenuation pond and new A14(T).
	-	-	Reference 3 New private means of access on the north side of the new A14(T) from the east side of the new Conington Road to field.
	-	-	Reference 6 New private means of access on the south side of the new A14(T) from the north-east side of Conington Road to fields.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	-	-	Reference 8 New private means of access to field, from the west side of the new Conington Road via new private means of access Reference 2.
	-	-	Reference 11 New private means of access on the south side of the new A14(T) from the north-east side of Conington Road to field.
<i>The rights of way and access plans– sheet 16</i>			
In the parishes of Fen Drayton and Conington; in the district of South Cambridgeshire; in the county of Cambridgeshire.	-	-	Reference 1 New private means of access along the south-west side of the existing A14(T) from the north- west side of the new New Barns Lane.
	-	-	Reference 2 New private means of access along the south-west side of the existing A14(T) from the south- east side of the new New Barns Lane.
	-	-	Reference 3 – Refer to sheet 17
	Reference b Access to field from the north of the existing A14(T), 260 metres south-east of its junction with Cambridge Road.	The whole access.	Reference 4 To be substituted by a new private means of access in the same location as stopped up access reference b, but repositioned at the new boundary of the A14.

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference c Access to field from the north of the existing A14(T), 350 metres south-east of its junction with Cambridge Road.	The whole access.	Reference 5 To be substituted by a new private means of access in the same location as stopped up access reference c, but repositioned at the new boundary of the A14.
	-	-	Reference 6 New private means of access to field from the new northern boundary of the A14.
	Reference f Access to field from the north of the existing A14(T), 1010 metres south-east of its junction with Cambridge Road.	The whole access.	Reference 7 To be substituted by a new private means of access in the same location as stopped up access reference f, but repositioned at the new boundary of the A14.
<i>The rights of way and access plans– sheet 17</i>			
In the parishes of Swavesey, Conington and Boxworth; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference a Access to field from the north of the A14(T), 1390 metres north-west of its junction with Bucking Way Road.	The whole access.	Reference 1 To be substituted by a new private means of access in the same location as stopped up access reference a, but repositioned at the highway boundary of the new A14 to Swavesey Junction Link Road.
	Reference b Access to Friesland Farm from the south of the A14(T), 1150 metres north-west of its junction with Bucking Way Road.	A length from its junction with the A14(T) south-westward for a distance of 82 metres.	Reference 3 To be substituted by a new private means of access along the south side of the new A14(T), from a new roundabout junction at the new Swavesey Junction.

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference c Access track known as Scotland Drove north of the A14(T), 940 metres north-west of its junction with Bucking Way Road.	A length from its junction with the A14(T) north-eastward for a distance of 44 metres.	Reference 5 To be substituted by a new private means of access in the same location as stopped up access reference c, but repositioned at the highway boundary of the new A14 to Swavesey Junction Link Road.
	Reference d Access to field from the south of the A14(T), 890 metres north-west of its junction with Bucking Way Road.	The whole access.	Reference 3 To be substituted by a new private means of access along the south side of the new A14(T), from a new roundabout junction at the new Swavesey Junction.
	Reference e Access to field from the south of the A14(T), 390 metres north-west of its junction with Bucking Way Road.	The whole access.	Reference 3 To be substituted by a new private means of access along the south side of the new A14(T), from the southern roundabout of the new Swavesey Junction.
	Reference h Access to field from the south of the A14(T), 50 metres north-west of its junction with Bucking Way Road.	The whole access.	Reference 6 To be substituted by a new private means of access from the south side of the new Cambridge Services Link Road at the new Swavesey Junction.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	-	-	Reference 2 New private means of access on the north-east side of the new A14 (T) from the north-east side of the new A14 to Swavesey Junction Link Road.
	-	-	Reference 4 New private means of access on the north-east side of the new A14 (T) from the south-west side of the new A14 to Swavesey Junction Link Road.
	-	-	Reference 7 New private means of access on the south-west side of the new A14(T) from the north side of the new Cambridge Services Link Road.
	-	-	Reference 8 New private means of access on the north-east side of the new A14(T) from the south-west side of the improved Bucking Way Road.
	-	-	Reference 9 New private means of access on the south-west side of the new A14(T) from the north side of the new Cambridge Services Link Road.
<i>The rights of way and access plans– sheet 18</i>			

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
In the parishes of Swavesey, Boxworth and Lolworth; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference a Access to premises from the north of the A14(T), 690 metres north-west of its junction with the Sewage Works access.	The whole access.	Reference 1 To be substituted by a new private means of access in the same location as stopped up access reference a, but repositioned at the highway boundary of the new A14(T).
	Reference b Access to premises from the north of the A14(T), 682 metres north-west of its junction with the Sewage Works access.	The whole access.	Reference 2 To be substituted by a new private means of access in the same location as stopped up access reference a, but repositioned at the highway boundary of the new A14(T).
	Reference c Access to field from the north of the A14(T), 400 metres north-west of its junction with the Sewage Works access.	The whole access.	Reference 3 To be substituted by a new private means of access in the same location as stopped up access reference c, but repositioned at the highway boundary of the new Local Access Road (Swavesey Junction / Dry Drayton Local Access Road) on the north side of the new A14(T).
	Reference d Access to field from the south of the A14(T), 394 metres north-west of its junction with the Sewage Works access.	The whole access.	Reference 4 To be substituted by a new private means of access along the south side of the improved A14(T), from Robin's Lane.

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference e Access to Sewage Works and access track known as Utton's Drove from the north side of the A14(T).	A length from its junction with the A14(T) north- eastward for a distance of 17 metres.	Reference 5 To be substituted by a new private means of access in the same location as stopped up access reference e, but repositioned at the highway boundary of the new Local Access Road (Swavesey Junction / Dry Drayton Local Access Road) on the north side of the new A14(T).
	-	-	Reference 6 New private means of access on the north-east side of the new A14(T), from the north-west side of the existing Utton's Drove access track.
	-	-	Reference 7 New private means of access on the north-east side of the new A14(T), from the south-east side of the existing Utton's Drove access track.
<i>The rights of way and access plans– sheet 19</i>			
In the parishes of Swavesey and Lolworth; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference a Access to Clare College Farm from the south western side of the A14(T), 300 metres north-west of its junction with Robin's Lane.	The whole access.	Reference 4 To be substituted by a new private means of access from the new Robin's Lane.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	Reference c Access to field from the west of Robin's Lane, 30 metres south-west of its junction with the A14(T).	The whole access.	Reference 4 To be substituted by a new private means of access from the new Robin's Lane.
	Reference d Access to field from the east of Robin's Lane, 40 metres south-west of its junction with the A14(T).	The whole access.	Reference 5 To be substituted by a new private means of access from the new Robin's Lane.
	-	-	Reference 6 New private means of access on the north-east side of the new A14(T) from the north-east side of the new Local Access Road (Swavesey Junction / Dry Drayton Local Access Road).
	-	-	Reference 1 New private means of access on the north-east side of the new A14(T) from the south-east side of the existing private means of access to The White House and Hill Farm.
	-	-	Reference 2 New private means of access on the north-east side of the new A14(T) from the south-east side of the existing private means of access to The White House and Hill Farm.
<i>The rights of way and access plans– sheet 20</i>			

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
In the parishes of Lolworth, Longstanton, Bar Hill and Oakington and Westwick; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference a Access to field from the west of the B1050 Hattons Road, 280 metres north-east of its junction with the A14(T).	The whole access.	Reference 2 To be substituted by a new private means of access from the new Local Access Road (Swavesey Junction / Dry Drayton Local Access Road) (reference D - sheet 20).
	Reference b Access to Noon Folly Farm from the west of the B1050 Hattons Road, 570 metres north-east of its junction with the A14(T).	A length from its junction with the B1050 Hattons Road, north-westward for a distance of 17 metres.	Reference 3 To be substituted by a new private means of access in the same location as stopped up access Reference b, but repositioned at the highway boundary of the new B1050 Hattons Road.
	Reference c Access to premises from the north of the A14(T), 530 metres south-east of its junction with the B1050 Hattons Road.	The whole access	Reference 5 To be substituted by a new private means of access from the south of the new Local Access Road (Swavesey / Dry Drayton Local Access Road) (Reference D - sheet 20).
	-	-	Reference 1 New private means of access on the north eastern side of the new A14(T) from the south side of the new Local Access Road (Swavesey / Dry Drayton Local Access Road) west of the new B1050 Hattons Road.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	-	-	Reference 4 New private means of access on the north-east side of the new A14(T) from the north side of the new Local Access Road (Swavesey / Dry Drayton Local Access Road) east of the new Hattons Road.
	-	-	Reference 6 New private means of access on the north-east side of the new A14(T) from the north side of the new Local Access Road (Swavesey / Dry Drayton Local Access Road) east of the new Hattons Road.
<i>The rights of way and access plans– sheet 21</i>			
In the parishes of Dry Drayton and Oakington and Westwick; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference a Access to Slate Hall Farm from the north of the A14(T), 700 metres north-west of Dry Drayton Road overpass.	A length from its junction with the A14(T), north- eastward for a distance of 43 metres.	Reference 1 To be substituted by a new private means of access in the same location as stopped up access Reference a, but repositioned at the highway boundary of the new Local Access Road (Swavesey Junction / Dry Drayton Local Access Road) on the north side of the new A14(T).
	Reference c Access to field from the south of Oakington Road, 390 metres south-west of its junction with the A14(T).	A length from its junction with Oakington Road, south-eastward for a distance of 20 metres.	Reference 4 To be substituted by a new private means of access from the new Oakington Road.

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference d Access to Hackers Fruit Farm from the east of Dry Drayton Road, 190 metres from its junction with Oakington Road.	A length from its junction with Dry Drayton Road south-eastward for a distance of 195 metres.	Reference 6 To be substituted by a new private means of access from the new Cambridge Crematorium Access Road (Reference E - sheet 21).
	Reference f Access to Hackers Fruit Farm from the south of the A14(T), 280 metres south-east of its junction with the A14 northbound slip road at Oakington Road.	The whole access.	Reference 6 To be substituted by a new private means of access from the new Cambridge Crematorium Access Road (reference E - sheet 21).
	Reference g Access to premises from the south of the A14(T), 340 metres south-east of its junction with the A14 northbound slip road at Oakington Road.	The whole access.	Reference 6 To be substituted by a new private means of access from the new Cambridge Crematorium Access Road (Reference E - sheet 21).
	Reference h. Access to Hackers Fruit Farm from the south of the A14(T), 360 metres south-east of its junction with the A14 northbound slip road at Oakington Road.	The whole access.	Reference 6 To be substituted by a new private means of access from the new Cambridge Crematorium Access Road (Reference E - sheet 21).
	Reference i Access to Cambridge Crematorium from the south of the A14(T), 605 metres south-east of its junction with the A14 northbound slip road at Oakington Road.	The whole access.	Reference 7 To be substituted by a new private means of access from the new Cambridge Crematorium Access Road (Reference E - sheet 21).

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	-	-	Reference 2 New private means of access on the north-east side of the new A14(T) from the north-east side of the new Local Access Road (Swavesey / Dry Drayton Local Access Road).
	-	-	Reference 3 New private means of access on the north-east side of the new A14(T) from the south-west side of the new Local Access Road (Swavesey / Dry Drayton Local Access Road).
	-	-	Reference 5 New private means of access on the south-west side of the new A14(T) from the north side of the new Oakington Road roundabout junction.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	-	-	Reference 8 New private means of access on the north-east side of the new A14(T) from the new Dry Drayton Road / new Local Access Road (Swavesey Junction / Dry Drayton Local Access Road) / new Dry Drayton to Girton Access Track roundabout junction to the A14 bridge overpass at Footpath 99/4 (for continuation of Reference 8 see sheets 22, 23 and 24).
	-	-	Reference 9 New private means of access to field on the south side of the new Cambridge Crematorium Access Road (Reference E – sheet 21)
<i>The rights of way and access plans– sheet 22</i>			
In the parishes of Dry Drayton, Girton and Oakington and Westwick; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference b Access to premises from the south of the A14(T), 385 metres north-west of its junction with The Avenue.	The whole access.	Reference 2 To be substituted by a new private means of access from the new Local Access Road (Dry Drayton to Girton Local Access Road) (Reference B - sheet 21).

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference c Access to premises from the south of the A14(T), 365 metres north-west of its junction with The Avenue.	The whole access.	Reference 2 To be substituted by a new private means of access from the new Local Access Road (Dry Drayton to Girton Local Access Road) (Reference B - sheet 21).
	Reference d Access to premises from the south of the A14(T), 355 metres north-west of its junction with The Avenue.	The whole access.	Reference 2 To be substituted by a new private means of access from the new Local Access Road (Dry Drayton to Girton Local Access Road) (Reference B - sheet 21).
	Reference e Access to premises from the south of the A14(T), 335 metres north-west of its junction with The Avenue.	The whole access.	Reference 2 To be substituted by a new private means of access from the new Local Access Road (Dry Drayton to Girton Local Access Road) (Reference B - sheet 21).
	Reference f Access to premises from the south of the A14(T), 325 metres north-west of its junction with The Avenue.	The whole access.	Reference 2 To be substituted by a new private means of access from the new Local Access Road (Dry Drayton to Girton Local Access Road) (Reference B - sheet 21).

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference g Access to Catch Hall from the south of the A14(T), 250 metres north-west of its junction with The Avenue.	The whole access.	Reference 2 To be substituted by a new private means of access from the new Local Access Road (Dry Drayton to Girton Local Access Road) (Reference B - sheet 21).
	Reference h Access to field from the south side of the A14(T), 375 metres north-west of its junction with The Avenue.	A length from a point 320 metres south-west of the A14(T) south- westward for a distance of 80 metres.	Reference 5 To be substituted by a new private means of access from the new Local Access Road (Dry Drayton to Girton Local Access Road) (Reference B - sheet 21).
	Reference i Access to field from The Avenue, 270 metres south-west of its junction with the A14(T).	The whole access.	Reference 3 To be substituted by a new private means of access from the new Local Access Road (Dry Drayton to Girton Local Access Road) (Reference B - sheet 21).
	Reference j Bifurcated access to Grange Farm from the north of the A14(T), 230 metres south-east of its junction with The Avenue.	A length including its two junctions with the A14(T), northward from the A14(T) for a distance of 60 metres.	Reference 10 To be substituted by a new private means of access from the north-east side of the new Dry Drayton to Girton Access Track.
	Reference k Access to premises at Grange Farm Cottages from the north of the A14(T), 325 metres south-east of its junction with The Avenue.	The whole access.	Reference 11 To be substituted by a new private means of access from the south-west side of the new Dry Drayton to Girton Access Track.

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New Private Means of Access to be substituted or provided</i>
	Reference l Access to premises at Grange Farm Cottages from the north of the A14(T), 340 metres south-east of its junction with The Avenue.	The whole access.	Reference 11 To be substituted by a new private means of access from the south-west side of the new Dry Drayton to Girton Access Track.
	Reference m Access to premises at Grange Farm Cottages from the north of the A14(T), 348 metres south-east of its junction with The Avenue.	The whole access.	Reference 11 To be substituted by a new private means of access from the south-west side of the new Dry Drayton to Girton Access Track.
	Reference n Access to premises at Grange Farm Cottages from the north of the A14(T), 364 metres south-east of its junction with The Avenue.	The whole access.	Reference 11 To be substituted by a new private means of access from the south-west side of the new Dry Drayton to Girton Access Track.
	Reference o Access to Elm Grange from the north of the A14(T), 380 metres south-east of its junction with The Avenue.	The whole access.	Reference 11 To be substituted by a new private means of access from the south-west side of the new Dry Drayton to Girton Access Track.
	Reference p Access to field from the south of the A14(T), 820 metres north-west of its junction with The Avenue.	The whole access.	Reference 1 To be substituted by a new private means of access on the south-west side of the A14(T) from the north eastern side of the new Local Access Road (Dry Drayton to Girton Local Access Road).

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	-	-	Reference 4 New private means of access to a drainage attenuation pond on the south- west side of the A14 (T) from the north- west side of the new private means of access (Reference 2).
	-	-	Reference 6 New private means of access on the south-west side of the A14 (T) from the south side of the new Local Access Road (Dry Drayton to Girton Local Access Road).
	-	-	Reference 7 New private means of access on the north-east side of the A14 (T) from the north side of the new Dry Drayton to Girton Access Track.
	-	-	Reference 8 – Refer to sheet 21
	-	-	Reference 9 New private means of access on the north-east side of the A14 (T) from the north side of the new Dry Drayton to Girton Access Track.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
<i>The rights of way and access plans– sheet 23</i>			
In the parishes of Madingley and Girton; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference b Access to field from the north-west of the existing Bridleway 154/2 (99/6) track, 355m south-west of its junction with the existing Huntingdon Road.	A length from a point 50 metres north-west of the existing Bridleway 154/2 (99/6) track north-westward for a distance of 200 metres.	References 3 and 4 To be substituted by new private means of access (Reference 4) from the A1307 Huntingdon Road and then new private means of access (Reference 3).
	-	-	Reference 1 New private means of access from the north-west side of the new private means of access (Reference 3).
	-	-	Reference 2 New private means of access on the north-east side of the M11 from the new A1307 Huntingdon Road.
	-	-	Reference 4 New private means of access on the south-west side of the M11 from the new A1307 Huntingdon Road.
	-	-	Reference 5 New private means of access on the north-east side of the M11 from the new A1307 Huntingdon Road.
	-	-	Reference 8 – Refer to sheet 21

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
<i>The rights of way and access plans– sheet 24</i>			
In the parishes of Girton and Impington; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference a Part of access to premises from the south of the A1307 Huntingdon Road, 295 metres north-west of its junction with Orchard Drive.	A length from its junction with the A1307 Huntingdon Road south- westward for a distance of 8 metres.	Reference 1 To be substituted by a new private means of access in the same location as stopped up access reference a, but repositioned at the highway boundary of the new A1307 Huntingdon Road.
	Reference b Access to premises from the south of the A1307 Huntingdon Road, 240 metres north-west of its junction with Orchard Drive.	A length from its junction with the A1307 Huntingdon Road south- westward for a distance of 8 metres.	Reference 2 To be substituted by a new private means of access in the same location as stopped up access reference b, but repositioned at the highway boundary of the new A1307 Huntingdon Road.
	Reference c Access to premises from the south of the A1307 Huntingdon Road, 185 metres north-west of its junction with Orchard Drive.	A length from its junction with the A1307 Huntingdon Road south- westward, a distance of 12 metres.	Reference 3 To be substituted by a new private means of access in the same location as stopped up access Reference c, but repositioned at the highway boundary of the new A1307 Huntingdon Road.
	-	-	Reference 8 – Refer to sheet 21

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
<i>The rights of way and access plans– sheet 25</i>			
In the parishes of Impington and Orchard Park; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference a Part of access track from the south of the entrance road to the Holiday Inn Cambridge.	A length from a point 180 metres south of its junction with the entrance road to the Holiday Inn Cambridge, southward then eastward for a distance of 200 metres.	Reference 1 To be substituted by a new private means of access on the north side of the A14(T) from the B1049 Cambridge Road North.
	-	-	Reference 2 New private means of access on the north side of the new A14(T) from the west side of the existing Lone Tree Avenue.
<i>The rights of way and access plans– sheet 26</i>			
In the parishes of Impington, Milton and Orchard Park; in the district of South Cambridgeshire; in the county of Cambridgeshire.	-	-	Reference 1 New private means of access on the north side of the A14 from the existing access road leading to the travellers' encampment adjacent to Mere Way.
<i>The rights of way and access plans– sheet 27</i>			
None	None	-	-
<i>The rights of way and access plans– sheet 28</i>			
In the parish of Huntingdon; in the district of Huntingdonshire; in the county of Cambridgeshire.	-	-	Reference 1 New private means of access on the south-west side of the A14(T) from the north-west side of the new highway (Reference A) to a drainage attenuation pond.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	-	-	Reference 2 New private means of access on the south-west side of the A14(T) from the south-east side of the new highway (Reference A) to Views Common.
	-	-	Reference 3 New private means of access on the south-west side of the A14(T) from the west side of the new highway (Reference A) to a drainage attenuation pond.
	Reference a Access from Hinchingsbrooke Park Road to Cambridgeshire Constabulary HQ.	A length from its junction with Hinchingsbrooke Park Road southward for a distance of 7 metres.	Reference 4 To be substituted by a new private means of access on the south-west side of the A14(T) from the east side of the new highway (Reference A) to the Cambridgeshire Constabulary HQ.
	-	-	Reference 5 New private means of access from the west side of the south end of the new highway (Reference C) to the railway station car park.
	Reference b Access from B1514 Brampton Road to Huntingdon Railway Station.	A length from its junction with the B1514 Brampton Road south- westward for a distance of 40 metres.	Reference 6 To be substituted by a new private means of access from the south-west side of the de-trunked A14 to the railway station car park.

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up	(4) New Private Means of Access to be substituted or provided
	-	-	Reference 7 New private means of access on the north side of the A14 from the west side of the new highway (Reference D) to Mill Common.

PART 4

PRIVATE MEANS OF ACCESS TO BE STOPPED UP FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

(1) Area	(2) <i>Private Means of Access to be stopped up</i>	(3) <i>Extent of stopping up</i>
<i>The rights of way and access plans– sheet 1</i>		
In the parishes of Alconbury and The Stukeleys; in the district of Huntingdonshire; in the county of Cambridgeshire.	Reference a Access to field from the west of the A1(T), 640 metres south-east of its junction with the B1043.	The whole access.
	Reference b Disused access to Huntingdon Research Centre from the west of the A1(T), 765 metres south-east of its junction with the B1043.	The whole access.
<i>The rights of way and access plans– sheet 2</i>		
None	None	-
<i>The rights of way and access plans– sheet 3</i>		
None	None	-
<i>The rights of way and access plans– sheet 4</i>		
None	None	-
<i>The rights of way and access plans– sheet 5</i>		
None	None	-
<i>The rights of way and access plans– sheet 6</i>		
None	None	-
<i>The rights of way and access plans– sheet 7</i>		
None	None	-
<i>The rights of way and access plans– sheet 8</i>		
None	None	-
<i>The rights of way and access plans– sheet 9</i>		
None	None	-
<i>The rights of way and access plans– sheet 10</i>		
None	None	-

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up
<i>The rights of way and access plans– sheet 11</i>		
In the parishes of Godmanchester and Hemingford Abbots; in the district of Huntingdonshire; in the county of Cambridgeshire.	Reference d Access to field from the north eastern side of the existing A1198 Ermine Street, 470 metres south-east of its junction with Beacon Field Equine Centre.	The whole access.
<i>The rights of way and access plans– sheet 12</i>		
None	None	-
<i>The rights of way and access plans– sheet 13</i>		
None	None	-
<i>The rights of way and access plans– sheet 14</i>		
None	None	-
<i>The rights of way and access plans– sheet 15</i>		
None	None	-
<i>The rights of way and access plans– sheet 16</i>		
In the parishes of Fen Drayton and Conington; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference a Access to field from the south of the A14(T), 255 metres north-west of its junction with New Barns Lane.	The whole access.
	Reference d Access to field from the south of the A14(T), 460 metres south-east of its junction with New Barns Lane.	The whole access.
	Reference e Access to field from the south of the A14(T), 960 metres south-east of its junction with New Barns Lane.	The whole access.
<i>The rights of way and access plans– sheet 17</i>		
In the parishes of Swavesey, Conington and Boxworth; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference f Access to field from the north of the A14(T), 280 metres north-west of its junction with Bucking Way Road.	The whole access.
	Reference g Access to the property previously known as the Trinity Foot Public House from Bucking Way Road, 50 metres north of its junction with the A14(T).	The whole access.
	Reference i Access to field from the west of Bucking Way Road 140 metres north of its junction with the A14(T).	The whole access.
<i>The rights of way and access plans– sheet 18</i>		
None	None	-
<i>The rights of way and access plans– sheet 19</i>		

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up
In the parishes of Swavesey and Lolworth; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference b Access to Hill Farm Cottages from the north of the A14(T), 230 metres west of its junction with Robin's Lane.	A length from its junction with the A14(T) north-eastward for a distance of 10 metres.
<i>The rights of way and access plans– sheet 20</i>		
None	None	-
<i>The rights of way and access plans– sheet 21</i>		
In the parishes of Dry Drayton and Oakington and Westwick; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference b Access to field from the north-west of the A14 Southbound Slip Road at Dry Drayton Road, 80 metres north-east of its junction with the A14(T).	The whole access.
<i>The rights of way and access plans– sheet 22</i>		
In the parishes of Dry Drayton, Girton and Oakington and Westwick; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference a Access to field from the north of the A14(T), 630 metres north-west of its junction with The Avenue.	The whole access.
<i>The rights of way and access plans– sheet 23</i>		
In the parishes of Madingley and Girton; in the district of South Cambridgeshire; in the county of Cambridgeshire.	Reference a Access to field from the south of the existing Huntingdon Road, 70m south-east of the centreline of the M11 overpass.	The whole access.
	Reference c Access to field from the south eastern side of the existing Bridleway 154/2 (99/6) track, 200 metres north-east of the Bridleway 154/2 overpass.	A length from a point 145 metres north-east of its south western junction with Bridleway154/2 (99/6) north eastward for a distance of 186 metres.
<i>The rights of way and access plans– sheet 24</i>		
None	None	-
<i>The rights of way and access plans– sheet 25</i>		
None	None	-
<i>The rights of way and access plans– sheet 26</i>		
None	None	-

(1) Area	(2) Private Means of Access to be stopped up	(3) Extent of stopping up
<i>The rights of way and access plans– sheet 27</i>		
None	None	-
<i>The rights of way and access plans– sheet 28</i>		
None	None	-

SCHEDULE 5

Article 23

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

(1) <i>Plot Reference Number shown on land plans</i>	(2) <i>Purpose for which rights over land may be acquired</i>
<i>The land plans – sheet 1</i>	
-	None
<i>The land plans – sheet 2</i>	
2/1aa, 2/1j, 2/1s, 2/1w and 2/5b	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker. New right of access to land (plot 3/14a) with or without vehicles plant and machinery for the benefit of Farmland Reserve UK Limited, Manor Farm, Church End, Woodwalton, Huntingdon, PE28 5YU (and their successors in title). New right of access to land (plots 2/11d, 3/6c and 3/9a) with or without vehicles plant and machinery for the benefit of Angus George Lammie of Church Farm, Tempsford, Sandy, SG19 2AN (and his successors in title).
2/1k and 2/4c	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker. New right of access to land (plot 3/14a) with or without vehicles plant and machinery for the benefit of Farmland Reserve UK Limited, Manor Farm, Church End, Woodwalton, Huntingdon, PE28 5YU (and their successors in title).
2/11b	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker. New right of access to land (plot 3/14a) with or without vehicles plant and machinery for the benefit of Farmland Reserve UK Limited, Manor Farm, Church End, Woodwalton, Huntingdon, PE28 5YU (and their successors in title).

(1) <i>Plot Reference Number shown on land plans</i>	(2) <i>Purpose for which rights over land may be acquired</i>
<i>The land plans – sheet 3</i>	
3/1d, 3/6b, 3/7b, and 3/9b	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker. New right of access to land (plot 3/14a) with or without vehicles plant and machinery for the benefit of Farmland Reserve UK Limited, Manor Farm, Church End, Woodwalton, Huntingdon, PE28 5YU (and their successors in title).
3/14b and 3/15b	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker.
<i>The land plans – sheet 4</i>	
4/6a	New right to construct, use, protect, inspect and maintain a water pipeline and equipment for the benefit of Anglian Water Services Ltd.
<i>The land plans – sheet 5</i>	
5/4b, 5/5b and 5/22b	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker.
5/7	New right of access to environmental mitigation land (plot 5/2c) with or without vehicles, plant and machinery for the benefit of the undertaker.
5/12a	New right to construct, use, protect, inspect and maintain a water pipeline and equipment for the benefit of Anglian Water Services Ltd. New right to install, inspect and maintain a new electricity power line and equipment for the benefit of UK Power Networks Holdings Ltd.
<i>The land plans – sheet 6</i>	
-	None
<i>The land plans – sheet 7</i>	
-	None
<i>The land plans – sheet 8</i>	
8/7d	New right to construct, use, protect, inspect and maintain a water pipeline and equipment for the benefit of Anglian Water Services Ltd.
8/17b, 8/19b, 8/22b, 8/25a, 8/21k and 8/21n	New right to construct and maintain a new track to access the new River Great Ouse viaduct, drainage attenuation pond and outfalls, and environmental mitigation land (plot 8/21l) with or without vehicles, plant and machinery for the benefit of the undertaker.
<i>The land plans – sheet 9</i>	

(1) <i>Plot Reference Number shown on land plans</i>	(2) <i>Purpose for which rights over land may be acquired</i>
9/2c, 9/2g and 9/4b	New right to construct and maintain a new track to access the new River Great Ouse viaduct and drainage outfalls with or without vehicles plant and machinery for the benefit of the undertaker.
9/10	New right to construct, use and maintain a drainage outfall for the benefit of the undertaker.
9/16b	New right to construct, use and maintain a bridge over the East Coast Mainline Railway for the benefit of the undertaker.
9/6, 9/7, 9/8, 9/9, 9/11, 9/11a, 9/11b, 9/12c and 9/14	New right to construct and maintain a new track to access the River Great Ouse viaduct and drainage attenuation pond with or without vehicles plant and machinery for the benefit of the undertaker.
<i>The land plans – sheet 10</i>	
10/4e	New right to construct a new track and to access with or without vehicles plant and machinery for the benefit of Church Commissioners For England, 27 Great Smith Street, London, SW1P 3AZ (and their successors in title) in respect of Wybosten Farm.
10/7b	New right to construct a new track and to access with or without vehicles plant and machinery for the benefit of Anthony William Carr and David Gordon Carr of Offord Hill Farm, Offord Road, Godmanchester, Huntingdon, PE29 2LD (and their successors in title) in respect of Offord Hill Farm.
<i>The land plans – sheet 11</i>	
-	None
<i>The land plans – sheet 12</i>	
12/11a	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker.
12/6e, 12/12c	New right to construct a new track and to access with or without vehicles plant and machinery for the benefit of Church Commissioners For England of 27 Great Smith Street, London, SW1P 3AZ (and their successors in title) of Debden Farm.
<i>The land plans – sheet 13</i>	
13/2a	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker.
<i>The land plans – sheet 14</i>	
-	None
<i>The land plans – sheet 15</i>	
15/11d, 15/11e, 15/18b and 15/18d	New right to construct, use, protect, inspect and maintain a new gas pipeline and equipment for the benefit of National Grid Gas Plc.

(1) <i>Plot Reference Number shown on land plans</i>	(2) <i>Purpose for which rights over land may be acquired</i>
<i>The land plans – sheet 16</i>	
16/2c, 16/3b, 16/3d and 16/3e	New right to construct, use, protect, inspect and maintain a new gas pipeline and equipment for the benefit of National Grid Gas Plc.
16/17c and 16/19b	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker.
<i>The land plans – sheet 17</i>	
17/10c	New right to use and maintain a new track and to access with or without vehicles plant and machinery for the benefit of Vanda Farbon of West End Farm, Fenstanton, Huntingdon, Cambridgeshire, PE19 6SZ; Angela Fiona Winter of Springfields Cottage, Hemingford Abbots, Huntingdon, PE28 9AD; and, Melanie Sadler of Oakington Garden Centre, Dry Drayton Road, Oakington, Cambridge, CB24 3BD (and their successors in title) in respect of New Barns Farm, New Barns Lane, Conington.
17/4c and 17/10a	New right to construct, inspect and maintain a new buried water pipeline and equipment for the benefit of Cambridge Water Plc.
17/8b	New right to install, inspect and maintain a new electricity power line and equipment for the benefit of UK Power Networks Holdings Ltd.
<i>The land plans – sheet 18</i>	
18/2a, 18/6c and 18/6d	New right to construct, inspect and maintain a new buried water pipeline and equipment for the benefit of Cambridge Water Plc.
18/2c and 18/2e	New right of access to land with or without vehicles plant and machinery for the benefit of Vanda Farbon of West End Farm, Fenstanton, Huntingdon, Cambridgeshire, PE19 6SZ; Angela Fiona Winter of Springfields Cottage, Hemingford Abbots, Huntingdon, PE28 9AD; and, Melanie Sadler of Oakington Garden Centre, Dry Drayton Road, Oakington, Cambridge, CB24 3BD (and their successors in title) in respect of New Barns Farm, New Barns Lane, Conington.
18/6b	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker. New right of access to land with or without vehicles, plant and machinery for the benefit of Samuel Henry Swaine of Friesland Farm, Huntingdon Road, Conington, Cambridge CB23 4NU (and his successors in title) in respect of Friesland Farm.
18/6f	New right to construct, use, protect, inspect and maintain a new buried gas pipeline and equipment for the benefit of National Grid Gas Plc.

(1) <i>Plot Reference Number shown on land plans</i>	(2) <i>Purpose for which rights over land may be acquired</i>
<i>The land plans – sheet 19</i>	
-	None
<i>The land plans – sheet 20</i>	
20/1d and 20/2a	New right to construct, use, protect, inspect and maintain new buried utilities equipment for the benefit of Cambridge Water Plc and National Grid Gas Plc.
20/15b, 20/22a, and 20/23a	New right to construct, use, protect, inspect and maintain new buried utilities equipment for the benefit of Cambridge Water Plc, National Grid Gas Plc and Anglian Water Services Ltd.
20/2h	New right to construct, use, protect, inspect and maintain a new buried gas pipeline and equipment for the benefit of National Grid Gas Plc.
<i>The land plans – sheet 21</i>	
21/4j and 21/9a	New right to construct and maintain a new track to drainage attenuation ponds and to access with or without vehicles plant and machinery for the benefit of the undertaker. New right of access for the benefit of Cambridge Water Plc and National Grid Gas Plc.
21/4f, 21/4h and 21/10f	New right to construct, use, protect, inspect and maintain a new gas pipeline and equipment for the benefit of National Grid Gas Plc.
<i>The land plans – sheet 22</i>	
22/4b, 22/6a, 22/7a, 22/8a, and 22/12c	New right to construct, use and maintain a new permissive non-motorised user route for the benefit of Cambridgeshire County Council. New right to construct, inspect and maintain a new buried water pipeline and equipment for the benefit of Cambridge Water Plc. New right to construct, inspect and maintain new buried foul water pipelines and equipment for the benefit of Anglian Water Services Ltd. New right to construct, inspect and maintain new buried gas pipeline and equipment for the benefit of National Grid Gas Plc.
22/3c, 22/10a, 22/11a, 22/11c and 22/17b	New right to install, inspect and maintain a new electricity power line and equipment for the benefit of UK Power Networks Holdings Ltd.
22/6c, 22/7b and 22/12b	New right to construct, inspect and maintain new buried gas pipeline and equipment for the benefit of National Grid Gas Plc.
<i>The land plans – sheet 23</i>	
23/15d	New right to construct, inspect and maintain new buried water pipelines and equipment for the benefit of Cambridge Water Plc.

(1) Plot Reference Number shown on land plans	(2) Purpose for which rights over land may be acquired
<i>The land plans – sheet 24</i>	
24/1e, 24/3m, 24/9c and 24/10c	New right to use land to access with or without vehicles plant and machinery the new A14 Westbound Link for the benefit of the undertaker.
24/3h	New right to construct, inspect and maintain with or without vehicles plant and machinery new buried drainage outfall pipes to Beck Brook including outfall control structures and equipment for the benefit of the undertaker.
24/3f and 24/3n	New right to construct, inspect and maintain new buried water pipelines and equipment for the benefit of Cambridge Water Plc.
<i>The land plans – sheet 25</i>	
-	None
<i>The land plans – sheet 26</i>	
-	None
<i>The land plans – sheet 27</i>	
27/7a	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker.
27/1g, 27/8, 27/9a, 27/10, 27/17b, and 27/18a	New right to construct and maintain a new track to overhead gantries and to access with or without vehicles plant and machinery for the benefit of the undertaker.
<i>The land plans – sheet 28</i>	
28/2a	New right to construct and maintain a new track to drainage attenuation ponds and areas of flood compensation and to access with or without vehicles plant and machinery for the benefit of the undertaker.
28/1g, 28/1k, 28/8c, and 28/11a	New right to construct, inspect and maintain new buried foul water pipelines and equipment for the benefit of Anglian Water Services Ltd.
<i>The land plans – sheet 29</i>	
-	None
<i>The land plans – sheet 30</i>	
-	None
<i>The land plans – sheet 31</i>	
-	None
<i>The land plans – sheet 32</i>	
-	None
<i>The land plans – sheet 33</i>	
-	None
<i>The land plans – sheet 34</i>	
34/22	New right to construct, use and maintain a new drainage outfall for the benefit of Cambridgeshire County Council.
34/35a	New right to construct, use and maintain a new drainage outfall and attenuation tank for the benefit of Cambridgeshire County Council.
<i>The land plans – sheet 35</i>	
-	None

(1) <i>Plot Reference Number shown on land plans</i>	(2) <i>Purpose for which rights over land may be acquired</i>
<i>The land plans – sheet 36</i>	
-	None
<i>The land plans – sheet 37</i>	
-	None
<i>The land plans – sheet 38</i>	
-	None
<i>The land plans – sheet 39</i>	
-	None
<i>The land plans – sheet 40</i>	
40/6e and 40/12	New right to construct, use, protect, inspect, access and maintain a new gas pipeline and equipment for the benefit of National Grid Gas Plc.

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973^(a) has effect subject to the modifications set out in sub-paragraphs (2) and (3).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 4—

- (a) for “land is acquired or taken” substitute “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

(3) For section 58(1)(b) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 (other provisions as to divided land) of the 1965 Act as substituted by paragraph 5, substitute—

“(1) In determining under section 8(1) or 34(2) of the Compulsory Purchase Act 1965, or section 166(2) of the Town and Country Planning Act 1990 whether—

- (a) a right over or restrictive covenant affecting land consisting of a house, building or manufactory can be taken without material detriment or damage to the house, building or manufactory; or
- (b) a right over or restrictive covenant affecting land consisting of a park or garden belonging to a house can be taken without seriously affecting the amenity or convenience of the house,

the Upper Tribunal must take into account not only the effect of the acquisition of the right or the imposition of the restrictive covenant but also the use to be made of the right or restrictive covenant proposed to be acquired or imposed, and, in a case where the right or restrictive covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use to be made of the other land.”

Application of the 1965 Act

3.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read

(a) 1973 c. 26.

(b) Section 58(1) was amended by section 16(3) of, and Schedule 5 to, the Compulsory Purchase (Vesting Declarations) Act 1981 (c. 66), section 4 of, and paragraph 29(1) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2009/1307.

(according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired, or the restrictive covenant imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restrictive covenant is or is to be enforceable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or, in relation to the imposition of a restrictive covenant, with the modifications specified in the following provisions of this Schedule.

4. For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”.

5. For section 8 (other provisions as to divided land) of the 1965 Act substitute—

“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”)—

- (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 Upper Tribunal (“the tribunal”); and
- (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—
 - (i) where that land consists of a house, building or manufactory, that the right cannot be purchased or the restrictive covenant imposed without material detriment to that land; or
 - (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,

the A14 Cambridge to Huntingdon Improvement Scheme Development Consent Order 2016^(a) (“the Order”), in relation to that person, ceases to authorise the purchase of the right or imposition of the restrictive covenant 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.

(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 is to be determined by the tribunal.

(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

(a) S.I. 2016/547.

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.”.

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

7. Section 11(a) (powers of entry) of the 1965 Act is modified so as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 12(b) (penalty for unauthorised entry) and 13(c) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

8. Section 20(d) (protection for interests of tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

9. Section 22 (interests omitted from purchase) of the 1965 Act is modified so as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

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- (a) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1) and S.I. 2009/1307.
 - (b) Section 12 was amended by section 56(2) of, and part 1 of Schedule 9 to, the Courts Act 1971 (c. 23).
 - (c) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).
 - (d) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 and S.I. 2009/1307.

SCHEDULE 7

Article 30

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1) <i>Location</i>	(2) <i>Plot Reference Number(s) shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
<i>The land plans – sheet 1</i>			
In the administrative area of Huntingdonshire District Council	1/1q, 1/1r, 1/1s, and 1/1t	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No. 5
	1/1a, 1/1b, 1/1c, 1/1d, 1/1e, 1/1g, 1/1h, 1/1j, 1/1k, 1/1l, 1/1m, 1/1n, 1/1o, 1/1p, 1/1u, 1/1v, 1/1w and 1/1x	Highway land required for improvement works to the A1(M).	Work No. 1
<i>The land plans – sheet 2</i>			
In the administrative area of Huntingdonshire District Council	2/1a, 2/1b, 2/1c, 2/1e and 2/1g	Highway land required for improvement works to the A1(M).	Work No.1
	2/1p and 2/4a	Required to provide working space for the works associated with the construction of a new access track to drainage attenuation facilities.	Work No. 1
	2/9d and 2/11d	Required for the provision of soil storage areas.	Work No. 1
	2/12b	Required to provide working space and temporary access for works associated with the construction of the new Woolley Road and the improvement of A1(T)	Works Nos. 1 and 2

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
<i>The land plans – sheet 3</i>			
In the administrative area of Huntingdonshire District Council	3/2b	Required to provide working space and temporary access for works associated with the construction of the new Woolley Road and the improvement of A1(T)	Works Nos. 1 and 2
	3/5b	Required for the provision of a temporary access route from Woolley Road to Borrow Pits comprising Works Nos. 4.1 and 4.2.	Works Nos. 4.1 and 4.2
	3/6d	Required for the provision of soil storage areas.	Work No. 1
	3/6e and 3/7d	Required to provide working space and temporary access for works associated with the construction of drainage attenuation facilities and flood plain compensation areas on adjacent land.	Work No. 1
	3/5c	Required to provide working space and temporary access for works associated with the construction of a flood plain compensation area.	Work No. 1
<i>The land plans – sheet 4</i>			
In the administrative area of Huntingdonshire District Council	4/1a, 4/1b, 4/1c, 4/1d, 4/1e, 4/1f, 4/1g, 4/1h, 4/1j, 4/1l, 4/1m, 4/1r, 4/1s, 4/1t, 4/3 and 4/4	Highway land required for improvement works to the A14(T).	Work No. 5
	4/2a	Required for the provision of a temporary access route from Woolley Road to Borrow Pits comprising Work Nos. 4.1 and 4.2.	Works Nos. 4.1 and 4.2
<i>The land plans – sheet 5</i>			

(1) <i>Location</i>	(2) <i>Plot Reference Number(s) shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
In the administrative area of Huntingdonshire District Council	5/1al	Required for all purposes associated with the de-trunking of the existing A14(T) between Huntingdon and Brampton Hut Interchange.	Work No. 5
	5/1w, 5/1ag, 5/5e, 5/33b and 5/34	Required to provide working space and temporary access for works associated with the improvement of A1(T).	Work No. 1
	5/23c	Required to provide working space and temporary access for works associated with the construction of the new Ellington Junction.	Works Nos. 3 and 5
	5/25b	Required for all purposes associated with the de-trunking of the existing A14(T) between Huntingdon and Brampton Hut Interchange and to provide working space and temporary access for works associated with the construction of the improved A1(T).	Works Nos.1 and 5
	5/2a	Required to provide working space and temporary access for works associated with the construction of a flood plain compensation area.	Work No. 1
	5/23b	Required for the provision of a site compound, including but not limited to site offices, welfare facilities, parking for workers' private vehicles and work vehicles, storage of plant, materials and top soil and the treatment of site-generated waste.	All Works.

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
	5/38g	Required for the construction of a new private means of access to High Harthay Farm.	Works Nos. 3 and 5
	5/5j and 5/22c	Required to provide working space and temporary access for works associated with the construction of an access track to drainage attenuation facilities and flood plain compensation area on adjacent land.	Work No. 1
<i>The land plans – sheet 6</i>			
In the administrative area of Huntingdonshire District Council	6/22a	Required for the construction of a new private means of access to High Harthay Farm.	Works Nos. 3 and 5
	6/16b, 6/18, 6/19, 6/20 and 6/21	Required to provide working space and temporary access for works associated with the construction of a flood plain compensation area on adjacent land.	Works Nos. 1 and 5
<i>The land plans – sheet 7</i>			
In the administrative area of Huntingdonshire District Council	7/6b, 7/6c and 7/8a	Required to provide working space and temporary access for works associated with the construction of a flood plain compensation area on adjacent land.	Works Nos. 1 and 5
	7/1j, 7/4b, 7/7b, 7/7c, 7/7d, 7/11c, 7/11d, and 7/16b	Required for the provision of soil storage areas and to provide working space and temporary access for works associated with the construction of the new A14(T), the improved A1(T), Bampton Interchange and the new Grafham Road.	Works Nos. 1, 5, 6 and 7

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
	7/10, 7/11f, 7/12, 7/13a, 7/13d, 7/20 and 7/21	Required for the improvement of Grafham Road and the byway known as Mere Lane.	Works Nos. 1 and 6
	7/13c	Required to provide working space and temporary access for works associated with the construction of a flood plain compensation area on adjacent land.	Works Nos. 1 and 7
	7/9b and 7/9c	Required for the provision of a site compound, including but not limited to site offices, welfare facilities, parking for workers' private vehicles and work vehicles, storage of plant, materials and top soil and the treatment of site-generated waste.	All Works.
<i>The land plans – sheet 8</i>			
In the administrative area of Huntingdonshire District Council	8/1d, 8/1e, 8/1f, 8/2, 8/3a and 8/6	Required for the improvement of the byway known as Mere Lane.	Work No. 1
	8/5b and 8/5c	Required for the provision of a site compound, including but not limited to site offices, welfare facilities, parking for workers' private vehicles and work vehicles, storage of plant, materials and top soil and the treatment of site-generated waste.	All Works.
	8/1n, 8/5d and 8/7b	Required for the provision of soil storage areas.	Works Nos. 5, 7, 8, 9 and 10

(1) <i>Location</i>	(2) <i>Plot Reference Number(s) shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
	8/7c	Required to provide working space and temporary access for works associated with the improvement of Brampton Road.	Work No.10
	8/17b, 8/19b, 8/22b and 8/25a	Required for the provision of a temporary access route from Brampton Road to a soil storage area.	Work No. 5
	8/21e and 8/21m	Required for the provision of soil storage areas and to provide working space and temporary access for works associated with the construction of the new A14(T).	Work No. 5
	8/21c and 8/21b	Required to provide working space and temporary access for works associated with the improvement of a private means of access to Lodge Farm.	Works No. 5
	8/21h	Required to provide working space and temporary access for works associated with the improvement of an access track on adjacent land and for works associated with the construction of flood compensation areas on adjacent land.	Works Nos. 5 and 10
	8/21j and 8/31b	Required to provide working space and temporary access for works associated with the construction of flood compensation areas on adjacent land.	Works Nos. 5 and 10

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
	8/32a and 8/32b	Required to provide working space and temporary access for works associated with the provision of environmental mitigation.	Work No. 5
<i>The land plans – sheet 9</i>			
In the administrative area of Huntingdonshire District Council	9/2a	Required to provide working space and temporary access for works associated with the construction of the new River Great Ouse viaduct.	Work No. 5
	9/2d	Required to provide working space and temporary access for works associated with the improvement of an access track on adjacent land and for works associated with the construction of flood plain compensation areas on adjacent land.	Works Nos. 5 and 10
<i>The land plans – sheet 10</i>			
In the administrative area of Huntingdonshire District Council	10/2a, 10/4c and 10/4f	Required for the provision of soil storage areas and working space and temporary access for the provision of new private means of access.	Works Nos. 5 and 11
	10/7c	Required for the provision of an accommodation track for Wybosten Farm.	Work No. 5
	10/9	Required to provide working space and temporary access for the diversion of utility equipment on adjacent land.	Work No. 53
<i>The land plans – sheet 11</i>			
In the administrative area of Huntingdonshire	11/2b, 11/8d and 11/9	Required for the provision of soil storage areas.	Works Nos. 5, 12 and 13

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
District Council	11/6b and 11/8a	Required for the provision of soil storage areas and to provide working space and temporary access for works associated with the provision of ecological mitigation.	Works Nos. 5, 12 and 13
<i>The land plans – sheet 12</i>			
In the administrative area of Huntingdonshire District Council	12/2a, 12/2c, 12/6b and 12/6c	Required for the provision of soil storage areas.	Works Nos. 5 and 13
	12/5b, 12/8b, and 12/10b	Required for the provision of soil storage areas and for the provision of a site compound, including but not limited to site offices, welfare facilities, parking for workers' private vehicles and work vehicles, storage of plant, materials and top soil and the treatment of site-generated waste.	Works Nos. 5 and 13
	12/11c and 12/13b	Required for the construction of a new private means of access and accommodation track.	Work No. 13
	12/12a	Required for the construction of a new private means of access and to provide working space and temporary access for works associated with the construction of the new Ermine Street Junction.	Work No. 13
<i>The land plans – sheet 13</i>			
In the administrative area of Huntingdonshire District Council	13/3b	Required for the provision of soil storage areas.	Works Nos. 5 and 14
	13/7	Required to provide working space and temporary access for works associated with the improvement of Mere Way.	Work No.14

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
<i>The land plans – sheet 14</i>			
In the administrative area of Huntingdonshire District Council	14/2b	Required to provide working space and temporary access for works associated with the construction of a flood plain compensation area on adjacent land.	Works Nos. 5 and 15
<i>The land plans – sheet 15</i>			
In the administrative area of Huntingdonshire District Council	15/1a, 15/1b, 15/18a and 15/18e	Required to provide working space and temporary access for works associated with the stopping up of Conington Road and the construction of the new Conington Road.	Work No. 17
	15/11c	Required to provide working space and temporary access for works associated with the provision of ecological mitigation.	Works Nos. 5 and 16
	15/9b, 15/11b and 15/16b	Required for the provision accommodation tracks.	Works Nos. 5 and 16
	15/19a	Required to provide working space and temporary access for works associated with the provision of new private means of access.	Work No.17
<i>The land plans – sheet 16</i>			
In the administrative areas of Huntingdonshire District Council and South Cambridgeshire District Council	16/1a, 16/1b, 16/1c, 16/1d and 16/1g	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No. 5
	16/8a, 16/8b, 16/12b, 16/12c and 16/14c	Required for the works associated with the stopping up of Footpaths 87/6, 87/14 and 53/1.	Work No. 5
	16/3c, 16/5b and 16/7b	Required for the construction of a new private means of access and accommodation track.	Work No. 17

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
	16/3f	Required for working space and temporary access for the diversion of utility equipment.	Work No. 63
	16/9b and 16/12d	Required for the construction of a new private means of access.	Work No. 17
	16/21a, 16/21b and 16/22	Required to provide working space and temporary access for works associated with the stopping up of Footpath 53/2.	Work No. 5
<i>The land plans – sheet 17</i>			
In the administrative area of South Cambridgeshire District Council	17/1a, 17/1b, 17/1e and 17/1f.	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No. 5
In the administrative area of South Cambridgeshire District Council	17/4d, 17/6.	Required to provide an ecological mitigation area.	Work No. 5
<i>The land plans – sheet 18</i>			
In the administrative area of South Cambridgeshire District Council	18/6e	Required for the provision of a site compound, including but not limited to site offices, welfare facilities, parking for workers' private vehicles and work vehicles, storage of plant, materials and top soil and the treatment of site-generated waste.	All Works.
<i>The land plans – sheet 19</i>			
In the administrative area of South Cambridgeshire Council	19/10b, 19/11 and 19/12b	Required to enable the strengthening of Boxworth Road to provide access to Borrow Pit comprising Work No. 4.12 and associated soil storage areas.	Work No. 4.12

(1) <i>Location</i>	(2) <i>Plot Reference Number(s) shown on land plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
<i>The land plans – sheet 20</i>			
In the administrative area of South Cambridgeshire District Council	20/2d, 20/3 and 20/4a	Required to enable the strengthening of Boxworth Road to provide access to Borrow Pit 4.12 and associated soil storage areas.	Work No. 4.12
	20/5	Required to enable the strengthening of Boxworth Road to provide access to Borrow Pit Work No. 4.12 and associated soil storage areas, and for the provision of a site compound, including but not limited to site offices, welfare facilities, parking for workers' private vehicles and work vehicles, storage of plant, materials and top soil and the treatment of site-generated waste.	All Works.
	20/2b and 20/6b	Required for the provision of a site compound, including but not limited to site offices, welfare facilities, parking for workers' private vehicles and work vehicles, storage of plant, materials and top soil and the treatment of site-generated waste.	All Works.
	20/13e and 20/13d	Required to provide working space and temporary access for the diversion of utility equipment on adjacent land.	Work Nos. 5, 71, 81 and 82

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
	20/16b, 20/16c, 20/18a, 20/18b, 20/21b and 20/21c	Required to provide working space and temporary access for the works associated with the construction of the new footway, cycle track and equestrian track associated with the new Local Access Road.	Work No. 22
	20/25d	Required to provide working space and temporary access for works associated with the construction of flood compensation areas on adjacent land.	Work No. 5
<i>The land plans – sheet 21</i>			
In the administrative area of South Cambridgeshire District Council	21/2b and 21/5a	Required to provide working space for works in connection with the diversion of pipes associated with the Sewage Works.	Work No. 72
	21/8b	Required for the provision of soil storage areas.	Work No. 5
	21/10b	Required for the provision of soil storage areas.	Works No. 5 and 23
<i>The land plans – sheet 22</i>			
	22/17e, 22/27d and 22/28c	Required to provide working space and temporary access for works associated with the construction of flood plain compensation areas on adjacent land.	Works Nos. 5 and 22
	22/17d	Required for the provision of soil storage areas.	Works Nos. 5, 22 and 24
	22/17f, 22/27b, and 22/28b	Required for the construction of a new private means of access.	Work Nos. 5
	22/28d	Required to provide working space for works associated with the new Local Access Road.	Work No.22

(1) Location	(2) Plot Reference Number(s) shown on land plans	(3) Purpose for which temporary possession may be taken	(4) Relevant part of the authorised development
<i>The land plans – sheet 23</i>			
In the administrative area of South Cambridgeshire District Council	23/2b	Required for working space for the works associated with the protection of existing utilities.	Works Nos. 5
	23/10b	Required for the provision of soil storage areas.	Works Nos. 5, 25, and 26
	23/8b, 23/8c and 23/13a	Required to enable the construction of a new private means of access to Hackers Fruit Farm.	Work No. 27
	23/6b	Required to provide working space for the works associated with the construction of the new Cambridge Crematorium Access Road and new Local Access Road between Oakington Road and Huntingdon Road.	Work No. 27
	23/14b	Required to enable the construction of a new private means of access to Cambridge Crematorium.	Work No. 27
	23/20b	Required for working space for the works associated with the protection of existing utilities.	Work No. 26
<i>The land plans – sheet 24</i>			
In the administrative area of South Cambridgeshire District Council	24/3b and 24/3c	Required for working space for the works associated with the protection of existing utilities.	Work No. 27
	24/3d, 24/3j and 24/3k	Required to provide working space for the works associated with the construction of the new Local Access Road between Oakington Road and Huntingdon Road.	Work No. 27

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
	24/3g and 24/9a	Required for the provision of a site compound, including but not limited to site offices, welfare facilities, parking for workers' private vehicles and work vehicles, storage of plant, materials and top soil and the treatment of site-generated waste, and to provide working space for works associated with the construction of a new Local Access Road between Oakington Road and Huntingdon Road and the construction of drainage attenuation facilities.	All Works.
	24/7a	Required for working space for the works associated with the protection of existing utilities.	Work No. 26
	24/10a	Required for the provision of soil storage areas.	Works No. 27 and 29
	24/10e	Required for the works associated with the stopping up of Footpath 99/7.	Work No. 27
<i>The land plans – sheet 25</i>			
In the administrative area of South Cambridgeshire District Council	25/2a	Required for the provision of soil storage areas.	Works No. 27 and 29
	25/7b	Required for working space for the works associated with the protection of existing of utilities.	Work No. 26

(1) Location	(2) Plot Reference Number(s) shown on land plans	(3) Purpose for which temporary possession may be taken	(4) Relevant part of the authorised development
<i>The land plans – sheet 26</i>			
In the administrative area of South Cambridgeshire District Council	26/2a	Required for working space for the works associated with the protection of existing utilities.	Work No. 26
	26/32b, 26/34a, 26/35, 26/36 and 26/37a	Required for the provision of soil storage areas and for working space for the works associated with the diversion of utilities.	Works Nos. 33 and 84
	26/40b	Required to provide working space for the works associated with the improvement of Histon Junction and the diversion of utilities.	Works Nos. 33 and 86
<i>The land plans – sheet 27</i>			
In the administrative area of South Cambridgeshire District Council	27/17a and 27/18b	Required to provide working space and temporary access for the works associated with the provision of new private means of access.	Work No. 33
<i>The land plans – sheet 28</i>			
In the administrative area of South Cambridgeshire District Council	28/2c and 28/7a	Required to provide working space and temporary access for the works associated with the improvement of the A14(T) Cambridge Northern Bypass and associated environmental mitigation.	Work No. 33
	28/1h and 28/8b	Required to provide working space and temporary access for the works associated with the improvement of the A14(T) Cambridge Northern Bypass including associated environmental mitigation and the diversion of utilities.	Works Nos. 33 and 87
<i>The land plans – sheet 29</i>			

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
None	-	-	-
<i>The land plans – sheet 30</i>			
In the administrative area of Huntingdonshire District Council	30/1a, 30/1d, 30/1e, 30/1f and 30/1g	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No. 5
<i>The land plans – sheet 31</i>			
In the administrative area of Huntingdonshire District Council	31/1a, 31/1b, 31/1c, 31/1d, and 31/1e.	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No. 5
<i>The land plans – sheet 32</i>			
In the administrative area of Huntingdonshire District Council	32/1a, 32/1b, 32/1c, 32/1d, 32/1e, 32/1f, 32/1g, 32/1h, 32/1j, 32/1k, 32/1l, 32/1m, 32/1n, 32/1o, 32/1p, 32/1q, 32/1r, 32/1s, 32/1t, 32/1u, 32/1v, 32/2 and 32/3, 32/4	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton, and between Huntingdon and Brampton Hut Interchange.	Work No. 5
<i>The land plans – sheet 33</i>			
In the administrative area of Huntingdonshire District Council	33/1b, 33/1e, 33/1f, 33/1g, 33/1h, 33/1j, 33/1k, 33/1l, 33/1m, 33/1n, 33/2, 33/3, 33/4, 33/5a, 33/5b, 33/6 and 33/7	Required for all purposes associated with the de-trunking of the existing A14(T) between Huntingdon and Brampton Hut Interchange.	Work No. 5
<i>The land plans – sheet 34</i>			
In the administrative area of Huntingdonshire District Council	34/1a, 34/1b, 34/1c, 34/1d, 34/1g, 34/1ah, 34/1aj and 34/1ak	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No. 5

(1) Location	(2) Plot Reference Number(s) shown on land plans	(3) Purpose for which temporary possession may be taken	(4) Relevant part of the authorised development
	34/1k, 34/1l, 34/1n, 34/1o, 34/1p, 34/4b, 34/4c, 34/25b, 34/31b and 34/32b	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton, the stopping up of the A14(T) in Huntingdon and to provide working space and temporary access for works in connection with the demolition of the Huntingdon A14 viaduct.	Works Nos. 5, 35 and 36
	34/49b, 34/55, 34/51b and 34/51c	Required to provide working space and temporary access for works associated with the construction of the new Mill Common Link Road and the improvement of the existing Mill Common Road.	Works Nos. 36 and 37
	34/5b	Required to provide working space and temporary access for works associated with the construction of the new Views Common Link Road.	Work No. 34
	34/5c, 34/10 and 34/11a	Required to provide working space for works associated with the construction of new private means of access to Cambridgeshire Constabulary HQ from the new Views Common Link Road.	Work No. 34
	34/6b, 34/12 and 34/13	Highway land required for improvement works to the Brampton Road to Hinchbrook Park Road Link.	Works Nos. 34 and 35

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
	34/34c	Required to provide working space for the isolation of a gas main associated with the construction of the new Views Common Link.	Work No. 36
	34/23 and 34/25f	Required to provide working space and temporary access for works associated with the improvement of B1514 Brampton Road.	Work No. 35
<i>The land plans – sheets 35</i>			
In the administrative area of Huntingdonshire District Council	35/1a, 35/1b, 35/1c, 35/1d, 35/1e, 35/1f, 35/1g, 35/1h, 35/1j, 35/1k, 35/1l, 35/1m, 35/1n, 35/1o, 35/1p, 35/1q, 35/1r, 35/1s, 35/1t, 35/1u, 35/1v, 35/1w, 35/1x, 35/1y, 35/1z, 35/2, 35/3 35/4 and 35/5	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No. 5
<i>The land plans – sheet 36</i>			
In the administrative area of Huntingdonshire District Council	36/1a, 36/1b, 36/1c, 36/1d, 36/1e, 36/1f, 36/1g, 36/1h, 36/1j, 36/1l, 36/1m 36/1n and 36/1o,	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No. 5
<i>The land plans – sheet 37</i>			
In the administrative area of Huntingdonshire District Council	37/1a, 37/1b, 37/1c, 37/1d, 37/1e, 37/1f, 37/1g, 37/1h, 37/1j, 37/1k, 37/1l, 37/1m, 37/1n and 37/2	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No. 5
<i>The land plans – sheet 38</i>			
In the administrative area of Huntingdonshire District Council	38/1a, 38/1b, 38/1c, 38/1d, 38/1e, 38/1f, 38/1g, 38/1h, 38/1j, 38/1k, 38/1l, 38/1m, 38/1n, 38/1o and 38/2	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No. 5

<i>(1) Location</i>	<i>(2) Plot Reference Number(s) shown on land plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
<i>The land plans – sheet 39</i>			
In the administrative area of Huntingdonshire District Council	39/1a, 39/1b, 39/1c, 39/1d, 39/1e, 39/1g, 39/1h, 39/1j, 39/1k, 39/1l, 39/1m, 39/1n, 39/1o, 39/1p, 39/1q, 39/1r and 39/2	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No.5
<i>The land plans – sheet 40</i>			
In the administrative areas of Huntingdonshire District Council and South Cambridgeshire District Council	40/1a, 40/1b, 40/1c, 40/1e, 40/1f, 40/1g, 40/1h, 40/1j, 40/1k, 40/1l, 40/1m, 40/1n, 40/1o, 40/1p, 40/1q, 40/1s, 40/1t, 40/1u, 40/2, 40/3 and 40/4	Required for all purposes associated with the de-trunking of the existing A14(T) between Alconbury and Fen Drayton.	Work No.5
	40/8, 40/12, 40/9a, 40/10b, 40/11b and 40/11c	Required for the works associated with the stopping up of Footpath 87/6 and 87/14.	Work No. 17
	40/6d	Required for the construction of an accommodation track.	Work No.17
	40/6f	Required for working space and temporary access for the diversion of utility equipment.	Work No.63

SCHEDULE 8

Article 37

TREES SUBJECT TO TREE PRESERVATION ORDERS

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
Trees subject to the South Cambridgeshire District Council, Lolworth (Trees specified by referencing to an area, the several trees including elms, limes, horse chestnut, sycamores, Sequoiadendron, ash, oak etc. within the Area A1, map reference C/11/17/66/1,) Tree Preservation Order Number 14/67.	Felling small part of area, north west corner	Work No. 23
Trees subject to the South Cambridgeshire District Council, Lolworth (Woodlands, Mixed hardwoods consisting of mainly elm, ash, horse chestnut and oak at Lolworth, map reference C/11/17/661, plot reference W1) Tree Preservation Order Number 14/67.	Felling part of woodland, northern section	Work No. 5
Trees subject to the South Cambridgeshire District Council, Dry Drayton (Trees specified by referencing to an area, the several elms, elm saplings, ash and thorn within the Area A21, map reference C/11/17/23/3) Tree Preservation Order Number 15/66.	Felling small part of area, northern section	Work No. 5
Trees subject to the South Cambridgeshire District Council, Dry Drayton (Trees specified individually, elm, map reference C/11/17/23/3, plot reference T48) Tree Preservation Order Number 15/66.	Felling	Work No. 5
Trees subject to the South Cambridgeshire District Council, The Avenue (Trees specified individually, oak, map reference C/11/17/33/24, plot reference T8) Tree Preservation Order Number 28/03.	Felling	Work No. 27
Trees subject to the South Cambridgeshire District Council, The Avenue (Trees specified individually, oak, map reference C/11/17/33/24, plot reference T10) Tree Preservation Order Number 28/03.	Felling	Work No. 29
Trees subject to the South Cambridgeshire District Council, The Avenue (Trees specified individually, oak, map reference C/11/17/33/24, plot reference T12) Tree Preservation Order Number 28/03.	Felling	Work No. 27

(1) <i>Type of tree</i>	(2) <i>Work to be carried out</i>	(3) <i>Relevant part of the authorised development</i>
Trees subject to the South Cambridgeshire District Council, The Avenue (Groups of trees, group consisting of 2 oak, map reference C/11/17/33/24, plot reference G4) Tree Preservation Order Number 28/03.	Felling of part	Work No. 27
Trees subject to the South Cambridgeshire District Council, The Avenue (Groups of trees, group consisting of 2 oak, map reference C/11/17/33/24, plot reference G5) Tree Preservation Order Number 28/03.	Felling of part	Work No. 27
Trees subject to the South Cambridgeshire District Council, The Avenue (Groups of trees, group consisting of 2 oak, map reference C/11/17/33/24, plot reference G6) Tree Preservation Order Number 28/03.	Felling	Work No. 27
Trees subject to the South Cambridgeshire District Council, Girton (Trees specified by referencing to an area, consisting mainly of lime, horse chestnut, pine, maple, yew and ash within the Area A2, map reference C/11/17/33/20) Tree Preservation Order Number 24/03.	Felling part of area, southern section	Work No. 30
Trees subject to the Huntingdonshire District Council, Brampton Hut Service Area (Trees specified by referencing to a woodland, within the woodland W1) Tree Preservation Order Number L/TPO/335.	Lopping of trees in north western corner	Work No. 3
Trees subject to the Huntingdonshire District Council, Brampton Road, Buckden (Trees specified individually, oak, plot reference T1) Tree Preservation Order Number L/TPO/082.	Felling	Work No. 10
Trees subject to the Huntingdonshire District Council, Ermine Street Godmanchester (Trees specified by referencing to an area, within the Area A1) Tree Preservation Order Number L/TPO/260.	Felling	Work Nos. 5 & 13
Trees subject to the Huntingdonshire District Council, Hinchingsbrooke Park, Huntingdon (Trees specified individually, oak, plot reference T3) Tree Preservation Order Number 003/59.	Felling	Work No. 34
Trees subject to the Huntingdonshire District Council, Hinchingsbrooke Park, Huntingdon (Woodland, plot reference W1) Tree Preservation Order Number 003/59.	Felling	Work No. 34

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
Trees subject to the Huntingdonshire District Council, Hinchingsbrooke Park, Huntingdon (Groups of trees, group consisting of 20 ash, 1 oak, 5 false acacia, 15 hawthorn, 1 birch, 5 hornbeam, 1 maple, 3 cherry, plot reference G7) Tree Preservation Order Number 003/59.	Felling	Work No. 34

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the statutory undertakers referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and the statutory undertaker concerned.

2. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the statutory undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(a)), belonging to or maintained by that undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter within the meaning of Part 1 of the Gas Act 1986(b) for the purposes of gas supply;
- (c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that undertaker for the purposes of water supply; and
- (d) in the case of a sewerage undertaker—
 - (i) any drain or works vested in the undertaker under the Water Industry Act 1991(c); and
 - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act(d),

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works,

and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land;

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- (a) 1989 c. 29. The definition of “electrical plant” (in section 64) was amended by paragraphs 24 and 38(1) and (3) of Schedule 6 to the Utilities Act 2000 (c. 27).
 - (b) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by sections 3(2) and 76 of, and paragraphs 1 and 4 of Schedule 6, and Schedule 8, to, the Utilities Act 2000 (c. 27), sections 149(1) and (5) and 197(9) of, and part 1 of Schedule 23 to, the Energy Act 2004 (c. 20) and S.I. 2011/2704.
 - (c) 1991 c. 56.
 - (d) Section 102(4) was amended by section 96(1)(c) of the Water Act 2003. Section 104 was amended by sections 96(4) and 101(2) of, and part 3 of Schedule 9 to, the Water Act 2003 and section 42(3) of the Flood and Water Management Act 2010 (c. 29).

“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;

“statutory undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
 - (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;
 - (c) a water undertaker within the meaning of the Water Industry Act 1991; and
 - (d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,
- for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

On street apparatus

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus in stopped up streets

4.—(1) Where any street is stopped up under article 13 (permanent stopping up of streets), any statutory undertaker whose apparatus is in the street 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 the statutory undertaker legal easements reasonably satisfactory to the statutory undertaker in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the statutory undertaker to require the removal of that apparatus under paragraph 7 or the power of the undertaker to carry out works under paragraph 9.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 14 (temporary stopping up of streets and restriction of use of streets), a statutory undertaker 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.

Protective works to buildings

5. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land

6. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

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 over which access to any apparatus is enjoyed or requires that the statutory undertaker’s apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a statutory undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the statutory undertaker in question in accordance with subparagraphs (2) to (6).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the statutory undertaker in question 56 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 the statutory undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed the statutory undertaker must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the statutory undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 43 (arbitration).

(5) The statutory undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 43, and after the grant to the statutory undertaker of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the statutory undertaker in question that the undertaker intends to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the statutory undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the statutory undertaker.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a statutory undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the statutory undertaker in question or in default of agreement settled by arbitration in accordance with article 43 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus the arbitrator must—

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker or the traffic on the highway; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the statutory undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that statutory undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

9.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 7(2), the undertaker must submit to the statutory undertaker in question 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 the statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a statutory undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If a statutory undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to the statutory undertaker in question notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances.

Expenses and costs

10.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a statutory undertaker all expenses reasonably incurred by that statutory undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 7(2), including any costs reasonably incurred in connection with the acquisition of rights under paragraph 7(3), and in watching and inspecting the execution of works under paragraph 9(2) and in making reasonable requirements under paragraph 9(3).

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

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 43 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the statutory undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a statutory undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the statutory undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of the authorised development or any such works referred to in paragraphs 5, 7(2), or 9(1), 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 a statutory undertaker, or there is any interruption in any service provided or of any access to any apparatus, or in the supply of any goods, by any statutory undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that statutory undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that statutory undertaker for any other expenses, loss, damages, penalty or costs incurred by the undertaker,

by reason or in consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by a statutory undertaker on behalf of the undertaker or in accordance with a plan approved by a statutory undertaker or in accordance with any requirement of a statutory undertaker or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a statutory undertaker, its officers, servants, contractors or agents.

(4) A statutory undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Cooperation

12. Where in consequence of the proposed construction of any of the authorised development, the undertaker or a statutory undertaker requires the removal of apparatus under paragraph 7(2) or a statutory undertaker makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use 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 the statutory undertaker's undertaking and each statutory undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

13. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a statutory undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

14. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

15. In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003^(a);

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system are to be construed in accordance with paragraph 1(3A)(b) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act^(c);

“electronic communications code network” means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the undertaker is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

16. The exercise of the powers conferred by article 32 (statutory undertakers) is subject to paragraph 23 of Schedule 2 (undertaker’s works) to the Telecommunication Act 1984^(d).

17.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the

(a) 2003 c. 21.

(b) Paragraph 1(3A) was inserted by section 106(2) of, and paragraphs 1 and 4 of Schedule 3 to, the Communications Act 2003.

(c) See section 106.

(d) 1984 c. 12. Paragraph 23 was amended by section 190 of, and paragraph 68 of Schedule 25 and part 1 of Schedule 27 to, the Water Act 1989 (c. 15), section 112(4) of, and Schedule 18 to, the Electricity Act 1989 (c. 29) and section 106(2) of, and paragraphs 1, 5(d) and 8 of Schedule 3 to, the Communications Act 2003.

undertaker who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 43 (arbitration).

18. This Part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 of the 1991 Act; or
- (b) any damages, or any interruptions, caused by electro-magnetic interference arising from the construction or use of the authorised development.

PART 3

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

19. The following provisions of this Part of this Schedule apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

20. In this Part of this Schedule—

“access route” means an access route used by the Agency prior to the commencement of construction of a specified work for accessing a drainage work;

“the Agency” means the Environment Agency;

“construction” includes execution, placing, altering, replacing, relaying and removal and “construct” and “constructed” are to be construed accordingly;

“drainage work” means any watercourse forming part of a main river as defined in the Water Resources Act 1991 and includes any land which provides or is expected to provide flood storage capacity for any such watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence and any ancillary works constructed as a consequence of works carried out for drainage purposes;

“fishery” means any waters containing fish and fish in such waters and the spawn, habitat or food of such fish;

“maintenance” has the same meaning as in article 2(1) (interpretation);

“plans” includes sections, drawings, specifications and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow, purity or quality of water in any watercourse or other surface waters or ground water;
- (c) cause obstruction to the free passage of fish or damage to any fishery; or
- (d) affect the conservation, distribution or use of water resources; and

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer.

21.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably require.

(2) Plans of a specified work submitted under sub-paragraph (1) relating to that part of Work No. 5 comprising the crossing of the river Great Ouse may not show a reduction of the width of the navigable channel to less than 12 metres or a reduction of the navigable headroom (measured from the normal water retention level of 10.05 metres AOD) to less than 3 metres unless the Agency has given its prior written approval in principle to such a reduction

following a request made by the undertaker, such approval not to be unreasonably withheld or delayed.

(3) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 30.

(4) Any approval of the Agency 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 8 weeks of the submission of the plans or receipt of further particulars if such particulars have been required by the Agency for approval and, in the case of a refusal, accompanied by a statement of the grounds of refusal; and
- (c) may be given subject to such reasonable requirements as the Agency may make for the protection of any drainage work, fishery or water resources, for the prevention of flooding or pollution or in the discharge of its environmental duties including those under the Environment Act 1995(a), the Natural Environment and Rural Communities Act 2006(b) and the Water Environment (Water Framework Directive)(England and Wales) Regulations 2003(c).

(5) Any requirement made by the Agency under sub-paragraph (4)(c) may include—

- (a) a requirement for the undertaker to carry out monitoring during the implementation of any de-watering scheme approved by the Agency under this paragraph and to supply data arising from that monitoring to the Agency; and
- (b) a requirement for the undertaker not to prevent or materially restrict the Agency's use of any access route during construction of the specified work or, where that is not possible owing to the nature of the work, a requirement for the undertaker to provide for use by the Agency during construction of the specified work a reasonably suitable alternative to the access route.

(6) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (4)(b).

22. Without limitation on the scope of paragraph 21, but subject always to the provisions of that paragraph as to reasonableness, the requirements which the Agency may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased, by reason of any specified work.

23.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 22 must be constructed—

- (a) without unnecessary or unreasonable delay;
- (b) in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (c) to the reasonable satisfaction of the Agency,

and an officer of the Agency is entitled to watch and inspect the construction of such works.

(a) 1995 c. 25.
(b) 2006 c. 16.
(c) S.I. 2003/3242.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work.

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

(5) Subject to sub-paragraph (6) and paragraph 26 if, within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served upon the undertaker, it 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 Agency may execute the works specified in the notice and any expenditure incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not except in an emergency exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined.

24.—(1) Subject to sub-paragraph (5), the undertaker must from the commencement of the construction of a specified work until the date falling 12 months from the date of completion of such specified work ("the maintenance period"), maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified work, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence; and upon the expiry of the maintenance period, the drainage work must be maintained by the highway authority of the highway to which the specified work relates.

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

(3) Subject to paragraph 26, if, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the person liable for maintenance of the specified work, that person 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 Agency may do what is necessary for such compliance 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 Agency 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 Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of this Order from doing so; 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.

25. Subject to paragraph 26, if by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the same and recover from the undertaker the expense reasonably incurred by it in so doing.

26. Except in an emergency nothing in paragraphs 23(5), 24(3) and 25 authorises the Agency to execute works on or affecting an adopted highway without the prior consent in writing of the undertaker or Cambridgeshire County Council, whichever is the highways authority for the adopted highway in question, such consent not to be unreasonably withheld or delayed.

27. The undertaker must indemnify the Agency in respect of all costs, charges and expenses which the Agency may reasonably incur or have to pay or which it may sustain—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and
- (c) the carrying out of any surveys or tests which are reasonably required in connection with the specified works.

28.—(1) Without affecting the other provisions of this Part of this Schedule, the undertaker must indemnify the Agency from all claims, demands, proceedings, costs, damages, expenses or loss, which may be made or taken against, recovered from, or incurred by, the Agency by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any raising or lowering of the water table in land adjoining the authorised development or any sewers, drains and watercourses;
- (c) any flooding or increased flooding of any such lands; or
- (d) inadequate water quality in any water in any watercourse or other surface waters or in any groundwater,

which is caused by the construction of any of the specified works or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the work.

(2) The Agency must give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

29. 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 Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

30. Any dispute arising between the undertaker and the Agency under this Part of this Schedule is to be determined by arbitration.

PART 4

FOR THE PROTECTION OF CAMBRIDGESHIRE COUNTY COUNCIL IN RESPECT OF ORDINARY WATERCOURSES

31. The following provisions of this Part of this Schedule apply for the protection of Cambridgeshire County Council unless otherwise agreed between the undertaker and Cambridgeshire County Council.

32. In this Part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and “construct” and “constructed” are to be construed accordingly;

“drainage work” means an ordinary watercourse and includes any land which is expected to provide flood storage capacity for an ordinary watercourse and 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;

“key watercourse” means any of the following ordinary watercourses—

<i>Ordinary watercourse to be regarded as a key watercourse</i>	<i>Ordnance Survey coordinates of Ordinary watercourse to be regarded as a key watercourse</i>
OWC1	So much of the OWC1 watercourse as runs between points 521823, 268245 and 521853, 268440
OWC2	So much of the OWC2 watercourse as runs between points 522034, 268223 and 522083, 268400
OWC3	So much of the OWC3 watercourse as runs between points 523173, 268195 and 523156, 268160
	So much of the OWC3 watercourse as runs between points 522376, 267895 and 522295, 267882
	So much of the OWC3 watercourse as runs between points 522563, 268269 and 522310, 267885
HDC1	So much of the HDC1 watercourse as runs between points 524839, 267732 and 524869, 267958
HDC2	So much of the HDC2 watercourse as runs between points 526421, 267747 and 526441, 267795
	So much of the HDC2 watercourse as runs between points 527286, 267834 and 528717, 267789
	So much of the HDC2 watercourse as runs between points 528754, 267800 and 528784, 267806
	So much of the HDC2 watercourse as runs between points 528817, 267812 and 529001, 267780
	So much of the HDC2 watercourse as runs between points 529136, 267788 and 529526, 267749
HDC3	So much of the HDC3 watercourse as runs between points 530233, 267221 and 530794, 267996
OWC 4 / HDC4	So much of the OWC 4 / HDC4 watercourse as runs between points 530867, 267917 and 530878, 267894
	So much of the OWC 4 / HDC4 watercourse as runs between points 531485, 267508 and 531533, 267479
SCDC Award Drain 233 / Oxholme Drain	So much of the SCDC Award Drain 233 / Oxholme Drain watercourse as runs between points 532513, 266823 and 533067, 267506
SCDC Award Drain 231	So much of the SCDC Award Drain 231 watercourse as runs between points 533091, 266751 and 533089, 266778
	So much of the SCDC Award Drain 231 watercourse as runs between points 533090, 266887 and 533466, 267276
OWC 5	The OWC 5 watercourse, running between points 533446, 267249 and 534468, 266572.
OWC 6	The OWC 6 watercourse, running between points 534453, 266520 and 535070, 266111

<i>Ordinary watercourse to be regarded as a key watercourse</i>	<i>Ordnance Survey coordinates of Ordinary watercourse to be regarded as a key watercourse</i>
SCDC Award Drain 190	So much of the SCDC Award Drain 190 watercourse as runs between points 534801, 266355 and 534832, 266434
OWC 7	The OWC 7 watercourse, running between points 535318, 266022 and 534794, 266356
SCDC Award Drain 193	So much of the SCDC Award Drain 193 watercourse as runs between points 535750, 265690 and 535826, 265780
OWC 8	The OWC 8 watercourse, running between points 535807, 265549 and 537001, 264810
Utton's Drove Drain / SCDC Award Drain 194	So much of the Utton's Drove Drain / SCDC Award Drain 194 watercourse as runs between points 536441, 265028 and 536709, 265207
SCDC Award Drain 308	So much of the SCDC Award Drain 308 watercourse as runs between points 537364, 264658 and 537361, 264697
OWC 9	The OWC 9 watercourse, running between points 537097, 264733 and 537553, 264417
OWC 10	The OWC 10 watercourse, running between points 537000, 264899 and 538032, 264203
SCDC Award Drain 387	So much of the SCDC Award Drain 387 watercourse as runs between points 537612, 264523 and 537604, 264512
Longstanton Brook / SCDC Award Drain 188	So much of the Longstanton Brook / SCDC Award Drain 188 watercourse as runs between points 537955, 264159 and 538212, 264368
SCDC Award Drain 271	So much of the SCDC Award Drain 271 watercourse as runs between points 538431, 263920 and 538606, 264349
Oakington Brook	So much of the Oakington Brook watercourse as runs between points 538713, 263666 and 538757, 263702
OWC 11 / SCDC Award Drain 396	So much of the OWC 11 / SCDC Award Drain 396 watercourse as runs between points 539258, 263192 and 539412, 263341
OWC 12	The OWC 12 watercourse, running between points 540680, 262232 and 539733, 263041
SCDC Award Drain 170	So much of the SCDC Award Drain 170 watercourse as runs between points 539734, 262983 and 539987, 263165
SCDC Award Drain 357 (Beck Brook)	So much of the SCDC Award Drain 357 (Beck Brook) watercourse as runs between points 540136, 261997 and 540515, 262167
	So much of the SCDC Award Drain 357 (Beck Brook) watercourse as runs between points 540611, 262186 and 540647, 262195
SCDC Award Drain 244	So much of the SCDC Award Drain 244 watercourse as runs between points 540667, 261502 and 540780, 261746
	So much of the SCDC Award Drain 244 watercourse as runs between points 540796, 261835 and 540798, 261846

<i>Ordinary watercourse to be regarded as a key watercourse</i>	<i>Ordnance Survey coordinates of Ordinary watercourse to be regarded as a key watercourse</i>
	So much of the SCDC Award Drain 244 watercourse as runs between points 540821, 261989 and 540824, 262007
OWC 13 / SCDC Award Drain 358	So much of the OWC 13 / SCDC Award Drain 358 watercourse as runs between points 540767, 260740 and 541352, 261447
SCDC Award Drain 245 / (Wash Pitt Brook)	So much of the SCDC Award Drain 245 / (Wash Pitt Brook watercourse as runs between points 541730, 261186 and 541579, 261527

and in each case includes any land or area which is being used or is expected to be used to provide temporary or permanent flood storage capacity or relief for the watercourse and any bank, wall, embankment or other structure, or any appliance constructed or used for land drainage or flood defence in connection with the watercourse;

“ordinary watercourse” has the same meaning as given in section 72 (interpretation) of the Land Drainage Act 1991(a);

“plans” includes sections, drawings, specifications and method statements; and

“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) erecting a culvert in the watercourse; or
- (c) altering a culvert in a manner that would be likely to affect the flow of the watercourse.

Key watercourses

33.—(1) Before beginning to construct any specified work in relation to a key watercourse, the undertaker must submit to Cambridgeshire County Council plans of the work, and such further particulars available to the undertaker as Cambridgeshire County Council may within 28 days of the submission of the plans reasonably require.

(2) Any such specified work in relation to a key watercourse must not be constructed except in accordance with such plans as may be approved in writing by Cambridgeshire County Council, or determined under paragraph 41.

(3) Any approval of Cambridgeshire County Council required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is to be deemed to have been given if it is neither given nor refused within 2 months of the submission of the plans for approval or where further particulars are submitted under sub-paragraph (1), within 2 months of the submission of those particulars; and
- (c) may be given subject to such reasonable requirements or conditions as Cambridgeshire County Council may make for the protection of any key watercourse or for the prevention of flooding.

34. The requirements or conditions which Cambridgeshire County Council may make under paragraph 33 include conditions requiring the undertaker at its own expense to construct such protective works (including any new works as well as alterations to existing works) as are reasonably necessary—

(a) 1991 c. 59.

- (a) to safeguard any key watercourse against damage, or
- (b) to secure that the efficiency of any key watercourse for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of the specified work in relation to a key watercourse.

35.—(1) Any specified work in relation to a key watercourse, and all protective works required by Cambridgeshire County Council under paragraph 33, must be constructed to the reasonable satisfaction of Cambridgeshire County Council and an officer of Cambridgeshire County Council is entitled on giving such notice as may be reasonable in the circumstances, to inspect and watch the construction of such works.

(2) The undertaker must give to Cambridgeshire County Council not less than 14 days' notice of its intention to commence construction of any specified work in relation to a key watercourse and the undertaker must give to Cambridgeshire County Council notice of completion of a specified work in relation to a key watercourse not later than 7 days after the date on which it is brought into use.

(3) If any part of the works comprising a structure in, over or under a key watercourse is constructed otherwise than in accordance with the requirements of this Part of this Schedule, Cambridgeshire County Council may by notice require the undertaker at its own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and Cambridgeshire County Council in writing consents, such consent not to be unreasonably withheld) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as Cambridgeshire County Council reasonably requires.

(4) Subject to sub-paragraph (5), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (3) is served upon the undertaker, it has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, Cambridgeshire County Council may execute the works specified in the notice and any expenditure reasonably incurred by it in so doing is to be recoverable from the undertaker.

(5) In the event of any dispute as to whether sub-paragraph (3) 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, Cambridgeshire County Council must not, except in an emergency, exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined.

General

36.—(1) 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"), the undertaker must maintain in good repair and condition and free from obstruction the drainage work which is situated within the limits of deviation for that specified work and on land held by the undertaker for the purposes or in connection with the specified work, whether the drainage work is constructed under this Order or is already in existence. Upon the expiry of the maintenance period, the drainage work must be maintained by the highway authority for the highway to which the specified work relates.

(2) If any such drainage work is not maintained to the reasonable satisfaction of Cambridgeshire County Council, it may by notice require the person liable for maintenance of the drainage work to maintain the drainage work, or any part of it, to such extent as Cambridgeshire County Council reasonably requires.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the person liable for maintenance, that person 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, Cambridgeshire County Council may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the person liable for maintenance.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), Cambridgeshire County Council must not except in a case of emergency exercise the powers of sub-paragraph (3) until the dispute has been finally determined.

37. If by reason of the construction of any specified work or of the failure of any such work the efficiency of any ordinary watercourse for flood defence purposes is impaired, or that watercourse is otherwise damaged, so as to require remedial action, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of Cambridgeshire County Council and if the undertaker fails to do so, Cambridgeshire County Council may make good the same and recover from the undertaker the expense reasonably incurred by it in doing so.

38.—(1) The undertaker must indemnify Cambridgeshire County Council in respect of all costs, charges and expenses which it may reasonably incur or which it may sustain—

- (a) in the examination or approval of plans under this Part of this Schedule; and
- (b) in the inspection of the construction of a specified work in respect of a key watercourse or any protective works required by Cambridgeshire County Council under this Part of this Schedule.

(2) The maximum amount payable to Cambridgeshire County Council under sub-paragraph (1)(a) or (b) is to be the same as would have been payable to Cambridgeshire County Council in accordance with the scale of charges for pre-application advice and land drainage consent applications published on Cambridgeshire County Council's website from time to time.

39.—(1) Without prejudice to the other provisions of this Part of this Schedule, the undertaker must indemnify Cambridgeshire County Council from all claims, demands, proceedings or damages, which may be made or taken against, or recovered from Cambridgeshire County Council by reason of—

- (a) any damage to any ordinary watercourse so as to impair its efficiency for flood defence purposes,
- (b) any raising or lowering of the water table in land adjoining the works authorised by this Order or adjoining any sewers, drains and watercourses, or
- (c) any flooding or increased flooding of any such lands,

which is caused by, or results from, the construction of any specified work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the work.

(2) Cambridgeshire County Council must give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise of any such claim or demand is to be made without the consent of the undertaker which, if it withholds such consent, is to have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

40. The fact that any work or thing has been executed or done in accordance with a plan approved or deemed to have been approved by Cambridgeshire County Council, or to its satisfaction, does not (in the absence of negligence on the part of Cambridgeshire County Council, its officers, contractors or agents) relieve the undertaker from any liability under the provisions of this Part of this Schedule.

41. Any dispute arising between the undertaker and Cambridgeshire County Council under this Part of this Schedule is to be determined by arbitration.

PART 4

FOR THE PROTECTION OF NATIONAL GRID

Application

42. For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid.

Interpretation

43. In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means mains, pipes or other apparatus belonging to or maintained by National Grid for the purposes of gas supply;

“authorised development” has the same meaning as in article 2 (interpretation) and (unless otherwise specified) for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development;

“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, across, along or upon such land;

“maintain” and “maintenance” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Gas PLC (Company No. 200600) whose registered office is at 1-3 Strand, London, WC2N 5EH;

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

“specified work” means so much of any of the authorised development that will or may be situated within 15 metres (measured in any direction) of, or which may affect, any apparatus.

44. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid in streets subject to temporary stopping up or restriction

45. Regardless of the temporary prohibition or restriction under the powers of article 14 (temporary stopping up and restriction of use of streets), National Grid is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

Acquisition of land

46.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference the undertaker must not acquire any land interest or apparatus or override any easement or other interest of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld).

(2) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid as of right or other use in relation to the apparatus then the provisions in this Schedule prevail.

Removal of apparatus

47.—(1) If, in the exercise of the agreement reached in accordance with paragraph 46 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 removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to National Grid to their satisfaction (taking into account paragraph 48(1)) the necessary facilities and rights for—

- (a) the construction of alternative apparatus in other land of the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to do so.

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

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

Facilities and rights for alternative apparatus

48.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to National Grid facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless agreed by National Grid.

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be

removed and the terms and conditions to which those facilities and rights are subject in the matter must be referred to arbitration and, the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(3) In respect of the appointment of an arbitrator under sub-paragraph (2), article 43 (arbitration) applies.

Retained apparatus: protection of National Grid as Gas Undertaker

49.—(1) Not less than 56 days before the commencement of any authorised development authorised by this Order that involves activities or works specified in National Grid's "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" that are within the proximities described in that document to any apparatus the removal of which has not been required by the undertaker under paragraph 47(2) or otherwise, the undertaker must submit to National Grid a plan.

(2) In relation to specified work, or any works that (wherever situated) impose any load directly upon any apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must show—

- (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;
- (f) intended maintenance regimes; and
- (g) details of any ground monitoring scheme (if required in accordance with National Grid's "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22").

(3) The undertaker must not commence any works to which sub-paragraph (2) applies until National Grid has given written approval of the plan so submitted.

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

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

(5) In relation to a work to which sub-paragraphs (1) and (2) applies, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system 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 executed under sub-paragraphs (1) or (2) must be executed only in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (2), as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (4), (5), (7) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid is entitled to watch and inspect the execution of those works.

(7) Where National Grid requires 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 National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part of it) and National Grid must give 56 days' notice of such

works from the date of submission of a plan in line with sub-paragraph (1) or (2) (except in an emergency).

(8) If National Grid in accordance with sub-paragraph (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 42 to 44 and 47 to 48 apply as if the removal of the apparatus had been required by the undertaker under paragraph 47(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(10) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraph (5), (6) and (7) in so far as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order comply with National Grid's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and the Health and Safety Executive's "HS(~G)47 Avoiding Danger from underground services".

Expenses

50.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to National Grid on demand all charges, costs and expenses reasonably anticipated or incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that National Grid elects to use compulsory purchase powers to acquire any necessary rights under paragraph 47(3) all costs incurred as a result of such action;
- (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.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or in default of agreement settled by arbitration in accordance with article 43 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) is to be reduced by the amount of that excess except where it is not possible in the circumstances to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs are to be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, must be reduced by the amount which represents that benefit.

Indemnity

51.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works (including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works), any material 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 National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker must—

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

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid as a consequence of the authorised development or under its supervision does not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and professional manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and National Grid.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents.

(4) National Grid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without first consulting the undertaker and considering their representations.

(5) National Grid must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If reasonably requested to do so by the undertaker, National Grid must provide an explanation of how the claim has been minimised. The undertaker is only liable under this paragraph for costs and expenses properly incurred by National Grid.

Co-operation

52. National Grid and the undertaker must each use their best endeavours to co-ordinate with the other party on the timing and method of execution of any works carried out under the Order or this Part of this Schedule in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the other party's operations.

Access

53. If in consequence of the agreement reached in accordance with paragraph 46(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

54. Any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule, unless otherwise agreed in writing between the undertaker and National Grid, must be determined by arbitration in accordance with article 43 (arbitration).

PART 5

FOR THE PROTECTION OF RAILWAY INTERESTS

55. The following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 69, any other person on whom rights or obligations are conferred by that paragraph.

56. In this Part of this Schedule—

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of his powers under section 8 of the Railways Act 1993(a);

(a) 1993 c. 43.

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at 1 Eversholt Street, London, NW1 2DN) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006(a)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

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

“protective works” means any works specified by the engineer under paragraph 59(4);

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail for or connected with the purposes of such railway or works, apparatus or equipment; and

“specified work” means so much of any of the authorised development as is or is to be situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

57.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property or rights over railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use its reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development under this Order.

58.—(1) The undertaker must not exercise the powers conferred by articles 13 (permanent stopping up of streets and private means of access), 14 (temporary stopping up and restriction of use of streets), 15 (access to works), 17 (discharge of water), 18 (protective works to buildings), 19 (authority to survey and investigate land), 20 (compulsory acquisition of land), 23 (compulsory acquisition of rights), 24 (public rights of way), 25 (private rights over land), 27 (acquisition of subsoil or airspace only), 28 (acquisition of part of certain properties), 29 (rights under or over streets), 30 (temporary use of land for carrying out the authorised development), 31 (temporary use of land for maintaining the authorised development), 32 (statutory undertakers), 36 (felling or lopping of trees and removal of hedgerows) and 37 (trees subject to tree preservation orders) or the powers conferred by section 11(3) (powers of entry) of the 1965 Act or the 1981 Act as applied by this Order in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(a) 2006 c. 46.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 (extinguishment of rights of statutory undertakers: preliminary notices) or 272 (extinguishment of rights of telecommunications code system operators: preliminary notices) of the 1990 Act or article 32 (statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over any railway property except with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent under this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions.

59.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is to be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying his approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should 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 those railways (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 his reasonable satisfaction.

60.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 59(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 59;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic on it and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of a specified work or a protective work, the undertaker must, regardless of any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

61. The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work or a protective work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or a protective work or the method of constructing it.

62. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

63.—(1) If any permanent or temporary alterations or additions to railway property, are reasonably necessary in consequence of the construction of a specified work or a protective work, or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work or a protective work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work or the protective work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work or the protective work is to be constructed, Network Rail must assume construction of that part of the specified work or the protective work and the undertaker must, regardless of any such approval of a specified work or a protective work under paragraph 59(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work or protective work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 64(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

64. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 59(3) or in constructing any protective works under the provisions of paragraph 59(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work or a protective work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watchkeepers and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work or a protective work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or a protective work or from the substitution of diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work or a protective work.

65.—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 59(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 59(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified under sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified under sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 59(1) have effect subject to this sub-paragraph.

(6) If at any time prior to the completion of the authorised development and regardless of any measures adopted under sub-paragraph (3), the testing or commissioning of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus under sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and
- (b) any modifications to Network Rail's apparatus approved under those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 60.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 69(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 64(a) any modifications to Network Rail's apparatus under this paragraph are deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 43 (arbitration) to the Institution of Civil Engineers is to be read as a reference to the Institution of Engineering and Technology.

66. If at any time after the completion of a specified work or a protective work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work or the protective work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work or that protective work in such state of maintenance as not adversely to affect railway property.

67. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work or a protective work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

68. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work or a protective work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

69.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction or maintenance of a specified work or a protective work or the failure of it; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work or a protective work,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or a protective work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision will not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand is to be made without the prior consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) may include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs will, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator under sub-paragraph (4).

(6) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail’s railway network as a result of the construction, maintenance or failure of a specified work or a protective work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

70. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Schedule (including the amount of the relevant costs mentioned in paragraph 69) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made under this Part of this Schedule (including any claim relating to those relevant costs).

71. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

72. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works plans and the land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

73. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 of the Railways Act 1993.

74. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 9 (consent to transfer benefit of Order) and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

75. The undertaker must no later than 28 days from the date that the documents submitted to and certified by the Secretary of State in accordance with article 41 (certification of plans) are certified by the Secretary of State, provide a set of those documents to Network Rail in the form of a computer disc with read only memory.

PART 6

FOR THE PROTECTION OF ANGLIAN WATER

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

77. In this Part of this Schedule—

“Anglian Water” means Anglian Water Services Limited, company number 02366656, whose registered office is at Lancaster House, Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire PE29 6YJ;

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and—

- (a) any drain or works vested in Anglian Water under the Water Industry Act 1991(a); and
- (b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of the Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act(b),

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

(a) 1991 c. 56.

(b) Section 102(4) was amended by section 96(1)(c) of the Water Act 2003. Section 104 was amended by sections 96(4) and 101(2) of, and part 3 of Schedule 9 to, the Water Act 2003 and section 42(3) of the Flood and Water Management Act 2010 (c. 29).

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

“plan” includes sections, drawings, specifications and method statements; and

“the standard protection strips” means strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus—

- (a) 2.25 metres where the diameter of the pipe is less than 150 millimetres;
- (b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;
- (c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and
- (d) 6 metres where the diameter of the pipe exceeds 750 millimetres.

78. The undertaker must not interfere with, build over or near to any apparatus within the Order land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any part of the authorised development on behalf of the undertaker.

79. The alteration, extension, removal or re-location of any apparatus shall not be implemented until—

- (a) any requirement for any permits under the Environmental Permitting Regulations 2010^(a) or other legislation and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and
- (b) the undertaker has made the appropriate application under sections 106 (right to communicate with public sewers), 112 (requirement that proposed drain or sewer be constructed so as to form part of a general system) or 185 (duty to move pipes, etc.) of the Water Industry Act 1991 as may be required by those provisions and has provided a plan and section of the works proposed to Anglian Water and Anglian Water has given the necessary consent or approval under those provisions, such agreement not to be unreasonably withheld or delayed,

and such works 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 Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

80. In the situation, where in exercise of the powers conferred by 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 Anglian Water has established to its reasonable satisfaction contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus.

81. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker must, with the agreement of Anglian Water, create a new right to use,

(a) S.I. 2010/675.

keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water, such agreement not to be unreasonably withheld or delayed.

82. 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 Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

83. If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as other Anglian Water assets.

84. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 78 to 80 any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and
- (b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water,

by reason or in consequence of any such damage or interruption.

85. Any dispute arising between the undertaker and Anglian Water under this Part of this Schedule must be referred to and settled by arbitration under article 43 (arbitration).

PART 8

FOR THE PROTECTION OF CLH PIPELINE SYSTEM (CLH-PS) LTD

Application

86. For the protection of CLH the following provisions, unless otherwise agreed in writing at any time between the undertaker and CLH, have effect.

Interpretation

87. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable CLH to fulfil its functions as a pipe-line operator in a manner no less efficient than previously;

“apparatus” means the pipe-line and storage system owned or maintained by CLH and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“CLH” means CLH Pipeline System (CLH-PS) Ltd and any successor in title;

“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;

“pipe-line” means the whole or any part of a pipe-line belonging to or maintained by CLH and includes any ancillary works and apparatus; all protective wrappings, valves, sleeves and slabs, cathodic protection units, together with ancillary cables and markers; and such legal interest and benefit of property rights and covenants as are vested in CLH in respect of those items;

“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;

“specified work” means any work which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or (wherever situated) impose any load directly upon any apparatus or involve embankment works within 15 metres of any apparatus; and

“working day” means any day other than a Saturday, Sunday or English bank or public holiday.

Acquisition of apparatus

88. Irrespective of any provision in this Order or anything shown on the land plans—

- (a) the undertaker must not acquire any apparatus or obstruct or render less convenient the access to any apparatus, otherwise than by agreement with CLH; and
- (b) any right of CLH to maintain, repair, renew, adjust, alter or inspect any apparatus must not be extinguished by the undertaker until any necessary alternative apparatus has been constructed and is in operation to the reasonable satisfaction of CLH.

Removal of apparatus and rights for alternative apparatus

89.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that any apparatus is relocated or diverted, that apparatus must not be removed by the undertaker and any right of CLH to maintain and use that apparatus in that land and to gain access to it must not be extinguished until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of CLH.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give CLH 28 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 CLH reasonably needs to remove any apparatus) the undertaker must, subject to sub-paragraph (3), afford to CLH the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, the undertaker must afford to and, if necessary, acquire for the benefit of CLH the necessary facilities and rights (equivalent to those currently enjoyed by CLH) for the construction, maintenance and use of the alternative apparatus and access to it.

(4) Any alternative apparatus to be constructed in land of the undertaker under this part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between CLH and the undertaker or in default of agreement settled by arbitration in accordance with article 43 (arbitration).

(5) CLH must, after the alternative apparatus to be provided or constructed has been agreed or settled in accordance with article 43, and after the grant to CLH of any such facilities and rights as are referred to in sub-paragraphs (2) and (3), proceed as soon as reasonably practicable using all reasonable endeavours to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Schedule.

(6) Irrespective of sub-paragraph (5), if the undertaker gives notice in writing to CLH that it desires itself to execute any work, or part of any work in connection with the construction, removal or decommissioning of apparatus in the land of the undertaker or the construction of

alternative apparatus, that work, instead of being executed by CLH, must be executed by the undertaker without unnecessary delay under the superintendence, if required, and to the reasonable satisfaction of CLH.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 3000 millimetres of the apparatus without CLH's consent.

Facilities and rights for alternative apparatus

90.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to CLH facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and CLH or in default of agreement settled by arbitration in accordance with article 43 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus the arbitrator must—

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker or the traffic on the highway; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to CLH than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to CLH as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

91.—(1) Unless a shorter period is otherwise agreed in writing between the undertaker and CLH, not less than 28 days before commencing any specified work in relation to apparatus the removal of which has not been required by the undertaker under sub-paragraph 89(2), the undertaker must submit to CLH a plan of the works to be executed.

(2) The specified work must be executed only in accordance with the plan submitted under sub-paragraph (1) and approved by CLH, and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by CLH for the alteration or otherwise for the protection of the apparatus, or for securing access to it; and CLH is entitled to watch and inspect the execution of the specified work.

(3) Any requirements made by CLH under sub-paragraph (2) must be made within a period of 14 days (unless a shorter period is otherwise agreed in writing between the undertaker and CLH) beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If CLH in accordance with sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal of the apparatus had been required by the undertaker under sub-paragraph 89(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time but (unless otherwise agreed in writing between the undertaker and CLH) in no case less than 28 days before commencing any specified work, a new plan, instead of the plan previously

submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to CLH notice of the works it intends to carry out to remedy the emergency together with a plan as soon as is reasonably practicable and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

(7) In relation to any specified work, the plan to be submitted to CLH under sub-paragraph (1) must include a material statement describing—

- (a) the exact position of the work;
- (b) the level at which the work is to be constructed or renewed;
- (c) the manner of its construction or renewal;
- (d) the position of any apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to the apparatus.

Cathodic protection testing

92. Where in the reasonable opinion of the undertaker—

- (a) the authorised development might interfere with the existing cathodic protection forming part of a pipe-line; or
- (b) a pipe-line might interfere with the proposed or existing cathodic protection forming part of the authorised development,

CLH and the undertaker must co-operate in undertaking the tests which the undertaker considers reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection.

Expenses

93.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to CLH the reasonable costs and expenses incurred by CLH in, or in connection with—

- (a) the inspection, removal, alteration or protection of any apparatus; or
- (b) the construction of any new apparatus; or
- (c) the watching and inspecting the execution of any specified work; or
- (d) imposing reasonable requirements for the protection or alteration of apparatus,

which may reasonably be required in consequence of the execution of any such works as are required under this Schedule.

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

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions (except where this has been solely due to using the nearest currently available type); or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 43 (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 CLH by virtue of sub-paragraph (1) is reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to CLH in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on CLH any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

Damage to property and other losses

94.—(1) Subject to the following provisions of this paragraph, the undertaker must—

- (a) indemnify CLH for all loss, damage, liability, costs and expenses reasonably suffered or incurred by CLH for which CLH is legally liable as a result of legally sustainable claims brought against CLH by any third party solely arising out of the carrying out of any relevant works and any protective building works;
- (b) bear on demand the cost reasonably incurred by CLH in making good any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) arising from or caused by the carrying out of any relevant works or protective building work; and
- (c) bear and pay the cost reasonably incurred by CLH in stopping, suspending and restoring the supply through its pipe-line and make reasonable compensation to CLH for any other expenses, losses, damages, penalty or costs incurred by CLH by reason or in consequence of any such damage or interruption provided that the same arises in consequence of the carrying out of any relevant works and any protective building works.

(2) The fact that any act or thing may have been done by CLH on behalf of the undertaker or in accordance with a plan approved by CLH or in accordance with any requirement of CLH or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(3) Irrespective of anything to the contrary elsewhere in this Part of this Schedule—

- (a) the undertaker and CLH must at all times take reasonable steps to prevent and mitigate any loss, damage, liability, claim, cost or expense (whether indemnified or not) which either suffers as a result of the other's negligence or breach of this Part of this Schedule; and
- (b) neither the undertaker nor CLH are liable for any loss, damage, liability, claim, cost or expense suffered or incurred by the other to the extent that the same are incurred as a result of or in connection with the sole, partial or complete breach of this Part of this Schedule or negligence arising out of an act, omission, default or works of the other, its officers, servants, contractors or agents.

(4) CLH must give to the undertaker reasonable notice of any claim or demand to which this paragraph 94 applies. The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom. CLH must not compromise or settle any such claim or make any admission which might be prejudicial to the claim. CLH must, at the request of the undertaker, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid all reasonable expenses incurred in so doing.

(5) In this paragraph—

“protective building works” means the exercise by the undertaker of the powers conferred by article 18 (protective works to buildings); and

“relevant works” means such of the authorised development as—

- (a) does, will or is likely to affect any apparatus; or
- (b) involves a physical connection or attachment to any apparatus.

Co-operation and reasonableness

95.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker requires the removal of apparatus under this Part of this Schedule or CLH makes requirements for the protection or alteration of apparatus under this Part of this Schedule, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of CLH’s undertaking and CLH must use its best endeavours to co-operate with the undertaker for that purpose.

(2) The undertaker and CLH must act reasonably in respect of any given term of this Part of this Schedule and, in particular, (without prejudice to generality) where any consent or expression of satisfaction is required by this Part of this Schedule it must not be unreasonably withheld or delayed.

Miscellaneous

96. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and CLH in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made provided that the terms of the relevant enactment or agreement are not inconsistent with the provisions of this Order, including this Part of this Schedule. In the case of any inconsistency, the provisions of this Order, including this Part of this Schedule, prevail.

SCHEDULE 10

Article 41

DOCUMENTS TO BE CERTIFIED

(1) <i>Document</i>	(2) <i>Description</i>
the book of reference	the book of reference contained in document reference HE/A14/EX/260
the borrow pit restoration and aftercare strategy	the borrow pit restoration and aftercare strategy contained in document reference HE/A14/EX/207
the classification of roads plans	sheets 1-2 contained in document reference 2.12
the code of construction practice	the code of construction practice contained in document reference HE/A14/EX/244
the crown land plans	sheets 8, 13, 29 and 30 contained in document reference HE/A14/EX/220
the de-trunking plans	sheets 1-15 contained in document reference HE/A14/EX/219
the engineering section drawings	sheets 1-59 contained in document reference HE/A14/EX/221
the environmental statement	the environmental statement contained in document reference 6.1 (subject to the substitutions set out below) the figures accompanying the environmental statement contained in document reference 6.2 (subject to the substitutions set out below) the appendices accompanying the environmental statement contained in document reference 6.3 (subject to the substitutions set out below) the statement of statutory nuisances contained in document reference 6.4 the errata report contained in document HE/A14/EX/10 (so far as it substitutes and supplements the documents referred to above in this description of the environmental statement) the non-technical summary of the environmental statement contained in document reference HE/A14/EX/242 (which substitutes chapter 0 of the environmental statement contained in document reference 6.1) the revised Assessment of Implications of European Sites matrices contained in document reference HE/A14/EX/132 (which substitute the matrices contained in appendix 11.12 in

(1) <i>Document</i>	(2) <i>Description</i>
	document reference 6.3) the technical annex to the soil management strategy (ES Appendix 12.2) contained in document reference HE/A14/EX/125 the landscape and visual responses in section 3 and appendix 4 of the response to Buckden Marina Residents' Association contained in document reference HE-A14-EX-143 the borrow pit restoration and aftercare strategy contained in document reference HE/A14/EX/207 the code of construction practice contained in document reference HE/A14/EX/244 (which substitutes the code of construction practice in appendix 20.2 contained in document reference 6.3) the updated noise tables contained in document reference HE/A14/EX/197 (which substitute the noise tables in chapter 14 contained in document reference 6.1) the revised chapter 17 of the environmental statement contained in document reference HE/A14/EX/235 (which substitutes chapter 17 of the environmental statement contained in document reference 6.1) the revised chapter 19 of the environmental statement contained in document reference HE/A14/EX/240 (which substitutes chapter 19 of the environmental statement contained in document reference 6.1) the revised outline environmental design plans contained in document reference HE/A14/EX/225 (which substitute the outline environmental design plans in figure 3.2 contained in document reference 6.2) the revised outline environmental design illustrative cross sections contained in document reference HE/A14/EX/04 (which substitute the outline environmental design illustrative cross sections in figure 3.3 contained in document reference 6.2) but with relevant sheets substituted for those contained in document reference HE-A14-EX-230

(1) <i>Document</i>	(2) <i>Description</i>
	the revised structures schedule contained in document reference HE/A14/EX/07 (which substitutes appendix 3.1 contained in document reference 6.3) the flood risk assessment HE-A14-EX-262 (which substitutes the flood risk assessment in appendix 17.1 contained in document reference 6.3) the revised register of environmental actions and commitments contained in document reference HE/A14/EX/203 (which substitutes the register of environmental actions and commitments in appendix 20.1 contained in document reference 6.3)
the flood risk assessment	the flood risk assessment contained in document reference HE/A14/EX/262
the general arrangement drawings	sheets 1-24 and Huntingdon Town 1 and Huntingdon Town 2, plus Legend and Key Plan, contained in document reference HE/A14/EX/215
the land plans	sheets 1-40 contained in document reference HE/A14/EX/216
the rights of way and access plans	sheets 1-28 contained in document reference HE/A14/EX/218
the special category land plans	sheets 1-2 contained in document reference HE/A14/EX/224
the traffic regulation measures: clearways and weight limit plans	sheets 1-36 contained in document reference HE/A14/EX/223
the traffic regulation measures: speed limits & prohibitions plans	sheets 1-29 contained in document reference HE/A14/EX/222
the variation of special road status plan	sheet 1 of 1 contained in document reference 2.6
the works plans	sheets 1-29 contained in document reference HE/A14/EX/217

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises Highways England Company Limited to improve the A14 between Cambridge and Huntingdon. These improvements extend from Ellington to the Cambridge Northern Bypass at Milton and include the provision of a new bypass to the south of Huntingdon.

The Order would permit Highways England Company Limited to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

The Order also makes provision in connection with the maintenance of the authorised development.

A copy of all relevant plans, drawings and sections, the book of reference and the environmental statement mentioned in this Order and certified in accordance with article 41 (certification of plans, etc.) may be inspected free of charge during working hours at Highways England Company Limited, Woodlands, Manton Lane, Bedford, Bedfordshire MK41 7LW.

PART 4
SUPPLEMENTAL POWERS

- 17. Discharge of water
- 18. Protective work to buildings
- 19. Authority to survey and investigate the land

PART 5
POWERS OF ACQUISITION

- 20. Compulsory acquisition of land
- 21. Time limit for exercise of authority to acquire land compulsorily
- 22. Compulsory acquisition of rights
- 23. Private rights over land
- 24. Application of the Compulsory Purchase (Vesting Declarations) Act 1981
- 25. Acquisition of subsoil or air-space only
- 26. Acquisition of part of certain properties
- 27. Rights under or over streets
- 28. Temporary use of land for carrying out the authorised development
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- 30. Statutory undertakers
- 31. Apparatus and rights of statutory undertakers in stopped up streets
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PART 6
MISCELLANEOUS AND GENERAL

- 35. Felling or lopping of trees
- 36. Trees subject to tree preservation orders
- 37. Operational land for purposes of the 1990 Act
- 38. Defence to proceedings in respect of statutory nuisance
- 39. Protection of interests
- 40. Certification of plans, etc.
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- 42. Arbitration
- 43. Traffic regulation
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SCHEDULES

SCHEDULE 1 — AUTHORISED DEVELOPMENT

SCHEDULE 2

PART 1 — REQUIREMENTS

PART 2 — PROCEDURE FOR DISCHARGE OF REQUIREMENTS

- SCHEDULE 3 — PERMANENT STOPPING UP OF STREETS FOR WHICH A SUBSTITUTE IS TO BE PROVIDED
- SCHEDULE 4 — TEMPORARY STOPPING UP OF STREETS
- SCHEDULE 5 — LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED
- SCHEDULE 6 — MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS
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- SCHEDULE 8 — TREES SUBJECT TO TREE PRESERVATION ORDERS
- SCHEDULE 9 — PROTECTION OF INTERESTS
 - PART 1 — FOR THE PROTECTION OF ELECTRICITY, GAS, OIL, WATER AND SEWERAGE UNDERTAKERS
 - PART 2 — FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS
 - PART 3 — FOR THE PROTECTION OF RAILWAY INTERESTS
 - PART 4 — FOR THE PROTECTION OF NATIONAL GRID
 - PART 5 — FOR THE PROTECTION OF UNITED KINGDOM OIL PIPELINES LIMITED AND WEST LONDON PIPELINE AND STORAGE LIMITED
 - PART 6 — FOR THE PROTECTION OF THE ENVIRONMENT AGENCY
 - PART 7 — FOR THE PROTECTION OF THAMES WATER
 - PART 8 — FOR THE PROTECTION OF SOUTH EAST WATER
 - PART 9 — FOR THE PROTECTION OF HEATHROW AIRPORT LIMITED
 - PART 10 — FOR THE PROTECTION OF SSE SERVICES PLC AND SOUTHERN ELECTRIC POWER DISTRIBUTION PLC
- SCHEDULE 10 — DOCUMENTS SUBJECT TO CERTIFICATION
- SCHEDULE 11 — PROCEDURE FOR DISCHARGE OF CERTAIN APPROVALS
- SCHEDULE 12 — ENGINEERING DRAWINGS, SECTIONS AND OTHER INFORMATION

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

The application was examined by a Panel of three members (“the Panel”) (appointed by the Secretary of State) in accordance with Chapter 3 of Part 6 of the 2008 Act, and the Infrastructure Planning (Examination Procedure) Rules 2010^(c).

The Panel, having examined the application with the documents that accompanied the application, and the representations made and not withdrawn, has, in accordance with section 83(1) of the 2008 Act, submitted a report and recommendation to the Secretary of State.

(a) 2008 c. 29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c. 20).

(b) S.I. 2009/2264 as amended by S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522 and S.I. 2013/755.

(c) S.I. 2010/103 as amended by S.I. 2012/635.

The Secretary of State, having considered the representations made and not withdrawn, and the report of the Panel, has decided to make an Order granting development consent for the development described in the application with modifications which in the opinion of the Secretary of State do not make any substantial changes to the proposals comprised in the application.

The Secretary of State has considered the effect of the following Order upon land which is open space in accordance with section 131 of the 2008 Act and is satisfied that subsection (4B) of that section applies to such land.

The Secretary of State has considered the effect of the following Order upon land which is common land in plot 20-03 identified in the book of reference and on the land plans in accordance with section 131 of the 2008 Act and is satisfied that subsection (5) of that section applies to such land.

The Secretary of State, in exercise of the powers conferred by sections 114, 115, 117, 120 and 122 of, and paragraphs 1 to 3, 10 to 17, 24, 26, 33, 36 and 37 of Part 1 of Schedule 5 to, the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the M4 Motorway (Junctions 3 to 12) (Smart Motorway) Development Consent Order 2016 and comes into force on 23rd September 2016.

Interpretation

2.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961(a);

“the 1965 Act” means the Compulsory Purchase Act 1965(b);

“the 1980 Act” means the Highways Act 1980(c);

“the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(d);

“the 1984 Act” means the Road Traffic Regulation Act 1984(e);

“the 1990 Act” means the Town and Country Planning Act 1990(f);

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

“the 2008 Act” means the Planning Act 2008(h);

“address” includes any number or address for the purposes of electronic transmission;

“apparatus” has the same meaning as in Part 3 of the 1991 Act;

“authorised development” means the development and associated development described in Schedule 1 (authorised development) and any other development authorised by this Order,

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- (a) 1961 c. 33.
(b) 1965 c. 56.
(c) 1980 c. 66.
(d) 1981 c. 66.
(e) 1984 c. 27.
(f) 1990 c. 8.
(g) 1991 c. 22.
(h) 2008 c. 29.

which is development within the meaning of section 32 (meaning of development) of the 2008 Act;

“the book of reference” means the book of reference certified by the Secretary of State as the book of reference for the purposes of this Order;

“building” includes any structure or erection or any part of a building, structure or erection;

“business day” means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 (bank holidays) of the Banking and Financial Dealings Act 1971(a);

“bridleway” has the same meaning as in the 1980 Act;

“carriageway” has the same meaning as in the 1980 Act;

“cycle track” has the same meaning as in section 329(1) (further provisions as to interpretation) of the 1980 Act(b);

“discharging authority” means a relevant planning authority, a highway authority, a street authority, a traffic authority or the owner of a watercourse, sewer or drain;

“electronic transmission” means a communication transmitted—

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

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

“the engineering drawings and sections” means the documents certified as the engineering drawings and sections by the Secretary of State for the purposes of this Order;

“environmental statement” means the document submitted under regulation 5(2)(a) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(c), and certified as the environmental statement by the Secretary of State for the purposes of this Order;

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

“highway”, “highway authority” and “local highway authority” have the same meaning as in the 1980 Act;

“land plans” means the plans certified by the Secretary of State as the land plans for the purposes of this Order;

“linear work” means those works shown on the works plans as “Linear Work Item Centreline”;

“maintain” includes inspect, repair, adjust, alter, remove, clear, refurbish, reconstruct, decommission, demolish, replace and improve and any derivative of “maintain” is to be construed accordingly;

“non-linear work” means those scheduled works to be carried out in the locations shown on the works plans as “Non-linear Work Boundary”;

“Order land” means the land shown on the land plans within the limits of land to be acquired or used permanently or temporarily, and described in the book of reference;

“the Order limits” means the limits shown on the works plans and the land plans, within which the authorised development may be carried out;

“owner”, in relation to land, has the same meaning as in section 7 (interpretation) of the Acquisition of Land Act 1981(d);

“relevant planning authority” means the local planning authority for the land in question;

(a) 1971 c. 80.

(b) The definition of “cycle track” was amended by section 1 of the Cycle Tracks Act 1984 (c. 38) and paragraph 21(2) of Schedule 3 to the Road Traffic (Consequential Provisions) Act 1988 (c. 54).

(c) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522 and S.I. 2013/755.

(d) 1981 c. 67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 to, the Planning and Compensation Act 1991 (c. 34). There are other amendments to the 1981 Act which are not relevant to this Order.

“requirements” means the requirements set out in Schedule 2 (requirements), and references to numbered requirements are references to the corresponding paragraph number in Schedule 2;

“the rights of way and access plans” means the plans certified by the Secretary of State as the rights of way and access plans for the purposes of this Order;

“scheduled works” means the numbered works specified in Schedule 1 (authorised development) and shown on the works plans, or any part of them;

“Secretary of State” means the Secretary of State for Transport;

“slip road” means any of the slip roads leading to or from the eastbound carriageway or the westbound carriageway of the M4 between Junctions 3 and 12;

“special road” means a highway which is a special road in accordance with section 16 (general provisions as to special roads) of the 1980 Act or by virtue of an order granting development consent;

“statutory undertaker” means any statutory undertaker for the purposes of section 127(8) (statutory undertakers’ land) of the 2008 Act;

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

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act;

“the tribunal” means the Lands Chamber of the Upper Tribunal;

“trunk road” means a highway which is a trunk road by virtue of—

- (a) section 10 (general provision as to trunk roads) or 19(1) (certain special roads and other highways to become trunk roads) of the 1980 Act;
- (b) an order or direction under section 10 of that Act;
- (c) an order granting development consent; or
- (d) any other enactment;

“TSCS” means a thin surface course system as defined in the Manual of Contract Documents for Highway Works, Volume 1 Specification for Highway Works clause 942;

“undertaker” means Highways England Company Limited, company number 09346363, whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ, which is the named undertaker, any statutory successor to Highways England, or any other person who has the benefit of this Order in accordance with article 7 (benefit of Order);

“watercourse”, unless otherwise provided, includes all rivers, streams, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain; and

“the works plans” means the plans certified by the Secretary of State as the works plans for the purposes of this Order.

(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 air-space above its surface.

(3) All distances, directions and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development are taken to be measured along that work.

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

(5) References in this Order to numbered plots of land are to plots identified on the land plans and in the book of reference.

(6) References in this Order to numbered works are references to the works as numbered in Schedule 1.

PART 2

PRINCIPAL POWERS

Development consent etc. granted by the Order

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

(2) Subject to article 6 (power to deviate) the authorised development must be constructed in the lines or situations shown on the works plans and, subject to the provisions of the requirements, in accordance with the drawings specified in the requirements.

Maintenance of authorised development

4. Without limitation on the scope of section 41 (duty to maintain highways maintainable at the public expense) of the 1980 Act and section 1 (appointment of strategic highways companies) of the Infrastructure Act 2015^(a) the undertaker may at any time maintain the authorised development, except to the extent that this Order or an agreement made under this Order or the 1980 Act, provides otherwise.

Planning permission

5. If planning permission is granted under the powers conferred by the 1990 Act for development any part of which is within the Order limits following the coming into force of this Order that is—

- (a) not itself a nationally significant infrastructure project under the 2008 Act or part of such a project; or
- (b) required to complete or enable the use or operation of any part of the authorised development,

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

Power to deviate

6. In carrying out the scheduled works the undertaker may—

- (a) deviate laterally from the lines or situations shown on the works plans within the Order limits in respect of any linear work and in respect of any non-linear work within the Non-linear Work Boundary for that work;
- (b) deviate vertically from the levels shown or noted on the engineering drawings and sections, to a maximum of 0.5 metres upwards or downwards; and
- (c) deviate vertically from the parapet heights stated on the engineering drawings and sections, to a maximum of 0.5 metres upwards.

Benefit of the Order

7.—(1) Subject to article 8 (consent to transfer benefit of the Order)) and paragraph (2), the provisions of this Order conferring powers on the undertaker have effect solely for the benefit of the undertaker.

(a) 2015 c. 7.

(2) Paragraph (1) does not apply to the works for which the consent is granted by this Order for the express benefit of owners and occupiers of land, statutory undertakers and other persons affected by the authorised development.

Consent to transfer benefit of the Order

8.—(1) The undertaker 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 the undertaker and the transferee; or
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (3), include references to the transferee or the lessee.

(3) The exercise by a person of any benefits or rights conferred 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 the undertaker.

PART 3

STREETS

Application of the 1991 Act

9.—(1) Works executed under this Order in relation to a highway which consists of or includes a carriageway are to be treated for the purposes of Part 3 (street works in England and Wales) of the 1991 Act as major highway works if—

- (a) they are of a description mentioned in any of paragraphs (a), (c) to (e), (g) and (h) of section 86(3) (highway authorities, highways and related matters) of that Act (which defines what highway authority works are major highway works); or
- (b) they are works which, had they been executed by the highway authority, might have been carried out in exercise of the powers conferred by section 64(a) (dual carriageways and roundabouts) of the 1980 Act or section 184 (vehicle crossings over footways and verges) of that Act.

(2) In Part 3 of the 1991 Act references, in relation to major highway works, to the highway authority concerned are, in relation to works which are major highway works by virtue of paragraph (1), to be construed as references to the undertaker.

(3) The following provisions of the 1991 Act do not apply in relation to any works executed under the powers of this Order—

section 56 (directions as to timing);

section 56A (power to give directions as to placing of apparatus);

section 58 (restrictions following substantial road works);

section 58A (restriction on works following substantial street works);

section 73A (power to require undertaker to re-surface street);

section 73B (power to specify timing etc. of re-surfacing);

(a) As amended by section 102 of, and Schedule 17 to, the Local Government Act 1985 (c. 51) and section 168(2) of, and Schedule 9 to, the New Roads and Street Works Act 1991 (c. 22).

section 73C (materials, workmanship and standard of re-surfacing);

section 78A (contributions to costs of re-surfacing by undertaker); and

Schedule 3A (restriction on works following substantial street works).

(4) The provisions of the 1991 Act mentioned in paragraph (5) (which, together with other provisions of that Act, apply in relation to the execution of street works) and any regulations made, or code of practice issued or approved under, those provisions apply (with the necessary modifications) in relation to any stopping up, alteration or diversion of a street of a temporary nature by the promoter under the powers conferred by article 14 (temporary stopping up of streets) whether or not the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(5) The provisions of the 1991 Act^(a) referred to in paragraph (4) are—

section 54^(b) (advance notice of certain works), subject to paragraph (6);

section 55^(c) (notice of starting date of works), subject to paragraph (6);

section 57^(d) (notice of emergency works);

section 59^(e) (general duty of street authority to co-ordinate works);

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

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

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

section 75 (inspection fees);

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

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

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

(6) Sections 54 and 55 of the 1991 Act as applied by paragraph (4) have effect as if references in section 57 of that Act to emergency works were a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

(7) Nothing in article 12 (construction and maintenance of new, altered or diverted streets)—

(a) affects the operation of section 87 (prospectively maintainable highways) of the 1991 Act, and the undertaker is not by reason of any duty under that article to maintain a street to be taken to be the street authority in relation to that street for the purposes of Part 3 of that Act; or

(b) has effect in relation to street works as respects which the provisions of Part 3 of the 1991 Act apply.

Power to alter layout etc. of streets

10.—(1) Subject to paragraph (3), the undertaker may, for the purposes of constructing and maintaining the authorised development, alter the layout of any street within the Order limits and the layout of any street having a junction with such a street; and, without limitation on the scope of this paragraph, the undertaker may—

(a) Sections 54, 55, 57, 60, 68 and 69 were amended by section 40(1) and (2) of, and Schedule 1 to the Traffic Management Act 2004 (c. 18).

(b) As also amended by section 49(1) of the Traffic Management Act 2004.

(c) As also amended by section 49(2) and 51(9) of the Traffic Management Act 2004.

(d) As also amended by section 52(3) of the Traffic Management Act 2004.

(e) As amended by section 42 of the Traffic Management Act 2004.

- (a) increase the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track or verge within the street;
- (b) alter the level or increase the width of any such kerb, footway, cycle track or verge;
- (c) reduce the width of the carriageway of the street; and
- (d) make and maintain passing places.

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

(3) The powers conferred by paragraph (1)—

- (a) are exercisable on the giving of not less than 42 days' notice to the street authority; and
- (b) are not to be exercised without the consent of the street authority where that authority is a public authority.

(4) If a street authority which receives an application for consent under paragraph (3) fails to notify the undertaker of its decision before the end of the period of 6 weeks beginning with the date on which the application was made, it is deemed to have granted consent.

(5) Paragraphs (2), (3) and (4) do not apply where the undertaker is the street authority for a street in which the works are being carried out.

Street works

11.—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets as are within the Order limits and may—

- (a) break up or open the street, or any sewer, drain or tunnel under it;
- (b) tunnel or bore under the street;
- (c) place apparatus in the street;
- (d) maintain apparatus in the street or change its position; and
- (e) execute any works required for, or incidental to, any works referred to in sub-paragraphs (a), (b), (c) and (d).

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

(3) The provisions of sections 54 to 106 of the 1991 Act apply to any street works carried out under paragraph (1).

Construction and maintenance of new, altered or diverted streets

12.—(1) Subject to paragraphs (3) and (4), any street (other than a trunk road or special road) to be constructed under this Order must be completed to the reasonable satisfaction of the local highway authority in whose area the street lies and, unless otherwise agreed with the local highway authority, must be maintained by and at the expense of the local highway authority from its completion.

(2) Subject to paragraphs (3) and (4), where a street (other than a trunk road or special road) is altered or diverted under this Order, the altered or diverted part of the street must, when completed to the reasonable satisfaction of the street authority, unless otherwise agreed with the street authority, be maintained by and at the expense of the street authority from its completion.

(3) In the case of a bridge constructed under this Order to carry a public right of way, the highway surface must be completed to the reasonable satisfaction of the street authority and maintained by and at the expense of the local highway authority and the structure of the bridge must be maintained by and at the expense of the undertaker.

(4) In the case of a bridge constructed under this Order to carry a private right of way, the surface and the structure of the bridge must be maintained by and at the expense of the undertaker.

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

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

- (a) the character of the street and the traffic which was reasonably to be expected to use it;
- (b) the standard of maintenance appropriate for a street of that character and used by such traffic;
- (c) the state of repair in which a reasonable person would have expected to find the street;
- (d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause danger to users of the street; and
- (e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed,

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

Permanent stopping up of streets

13.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development, stop up each of the streets specified in columns (1) and (2) of Schedule 3 (permanent stopping up of streets for which a substitute is to be provided) to the extent specified and described in column (3) of that Schedule.

(2) No street specified in columns (1) and (2) of Schedule 3 is to be wholly or partly stopped up under this article unless—

- (a) the new street to be constructed and substituted for it, specified in column (4) of that Schedule, has been completed to the reasonable satisfaction of the street authority and is open for use; or
- (b) a temporary alternative route for the passage of such traffic as could have used the street to be stopped up is first provided and subsequently maintained by the undertaker, to the reasonable satisfaction of the street authority, between the commencement and termination points for the stopping up of the street, until the completion and opening of the new street in accordance with sub-paragraph (a).

(3) 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 development so much of the site of the street as is bounded on both sides by land owned by the undertaker.

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

(5) This article is subject to article 31 (apparatus and rights of statutory undertakers in stopped up streets).

Temporary stopping up of streets

14.—(1) The undertaker, during and for the purposes of carrying out the authorised development, may temporarily stop up, alter or divert any street and may for any reasonable time—

- (a) divert the traffic from the street; and
- (b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limitation on the scope of paragraph (1), the undertaker may use any street temporarily stopped up under the powers conferred by this article and within the Order limits as a temporary working site.

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

(4) Without limitation on the scope of paragraph (1), the undertaker may temporarily stop up, alter or divert the streets specified in columns (1) and (2) of Schedule 4 (temporary stopping up of streets) to the extent specified in column (3) of that Schedule.

(5) The undertaker must not temporarily stop up, alter or divert any street for which the undertaker is not the street authority without the consent of the street authority, which may attach reasonable conditions to any consent.

(6) If a street authority which receives an application for consent under paragraph (5) fails to notify the undertaker of its decision before the end of the period of 6 weeks beginning with the date on which the application was made, it is deemed to have granted consent.

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

Access to works

15. The undertaker may, for the purposes of the authorised development, form and lay out means of access, or improve existing means of access at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

Powers in relation to relevant navigations or watercourses

16.—(1) Subject to Schedule 9 (protection of interests), the undertaker may, for the purpose of or in connection with the carrying out and maintenance of the authorised development, regardless of any interference with any public or private rights—

- (a) temporarily alter, interfere with, occupy and use the banks, bed, foreshores, waters and walls of a relevant navigation or watercourse;
- (b) remove or relocate any moorings so far as may be reasonably necessary for the purposes of carrying out and of maintaining the authorised development;
- (c) temporarily moor or anchor vessels and structures;
- (d) construct, place, maintain and remove temporary works and structures within the banks, bed, foreshores, waters and walls of a relevant navigation or watercourse; and
- (e) interfere with the navigation of any relevant navigation or watercourse,

in such manner and to such extent as may appear to it to be necessary or convenient.

(2) Except in the case of emergency, the undertaker must use reasonable endeavours to notify the owner of any mooring affected by the proposal to exercise the powers conferred by paragraph (1)(b) before the exercise of those powers.

(3) The undertaker must pay compensation to any person entitled to compensation under the 1961 Act who suffers any loss or damage from the exercise of the powers conferred by paragraph (1)(b).

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

(5) In this article, "relevant navigation" means so much of—

- (a) The Kennet and Holy River;
- (b) The Kennet and Avon Canal;
- (c) The River Thames;
- (d) The River Crane;
- (e) The Jubilee River;
- (f) The Cut; and
- (g) River Colne,

as the context requires.

(6) Nothing in this article overrides the requirement to obtain necessary consents under the Water Resources Act 1991(a), the Environmental Permitting (England and Wales) Regulations 2010(b) or the Thames Water Authority Land Drainage Byelaws 1981.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

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

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

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

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

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must not, in carrying out or maintaining works under the powers conferred by this article, damage or interfere with the bed or banks of any watercourse forming part of a main river.

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

(7) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) of the Environmental Permitting (England and Wales) Regulations 2010 (requirement for environmental permit).

(a) 1991 c. 57.

(b) S.I. 2010/675.

(c) Section 106 was amended by section 35(1) and (8) of, and Schedule 2 to, the Competition and Service (Utilities) Act 1992 (c. 43), sections 36(2) and 99 of the Water Act 2003 (c. 37) and paragraph 16(1) of Schedule 3 to the Flood and Water Management Act 2010 (c. 29).

(8) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to the Homes and Communities Agency, the Environment Agency, an internal drainage board, a joint planning board, a local authority, a sewerage undertaker or an urban development corporation; and
- (b) other expressions, except watercourse and any other term defined in this Order, that are used both in this article and in the Environmental Permitting (England and Wales) Regulations 2010 have the same meaning as in those Regulations.

(9) If a person under paragraph (3) receives an application for consent and fails to notify the undertaker of its decision before the end of the period of 6 weeks beginning with the date on which the application was made, the person is deemed to have granted consent.

Protective work to buildings

18.—(1) Subject to the following provisions of this article, the undertaker may at the undertaker’s own expense carry out such protective works to any building lying within the Order limits or which may be affected by the authorised development 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 building of any part of the authorised development; or
- (b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of 5 years beginning with the day on which that part of the authorised development is first opened for use.

(3) For the purpose of determining how the functions under this article are to be exercised the undertaker may, subject to paragraph (5), enter and survey any building falling within paragraph (1) and any land within its curtilage.

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

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

(5) Before exercising—

- (a) a right under paragraph (1) to carry out protective works to a building;
- (b) a right under paragraph (3) to enter a building and land within its curtilage;
- (c) a right under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a right under paragraph (4)(b) to enter land,

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days’ notice of 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.

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 42 (arbitration).

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

(8) Where—

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

- (b) within the period of 5 years beginning with the day on which the part of the authorised development carried out in the vicinity of the building is first opened for use it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised development,

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

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act.

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

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

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the carrying out, maintenance or use of the authorised development; and
- (b) any works the purpose of which is to remedy any damage which has been caused to the building by the carrying out, maintenance or use of the authorised development.

Authority to survey and investigate the land

19.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised development and—

- (a) survey or investigate the land;
- (b) without limitation on the scope of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without limitation on the scope of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

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

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

- (a) must, if so required, before or after entering the land, produce written evidence of authority to do so; and
- (b) may take onto the land such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

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

- (a) in land located within the highway boundary without the consent of the highway authority; or
- (b) in a private street without the consent of the street authority.

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

(6) If a highway authority under paragraph (4)(4)(a) or a street authority under paragraph (4)(4)(b) receives an application for consent and fails to notify the undertaker of its decision before the end of the period of 6 weeks beginning with the date on which the application was made, the highway authority or street authority, as relevant, is deemed to have granted consent.

PART 5

POWERS OF ACQUISITION

Compulsory acquisition of land

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

(2) This article is subject to paragraph (2) of article 22 (compulsory acquisition of rights) and paragraph (8) of article 28 (temporary use of land for carrying out the authorised development).

Time limit for exercise of authority to acquire land compulsorily

21.—(1) After the end of the period of 5 years beginning on the day on which this Order is made—

- (a) no notice to treat is to be served under Part 1 (compulsory purchase under Acquisition of Land Act of 1946) of the 1965 Act; and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 24 (application of the Compulsory Purchase (Vesting Declarations) Act 1981).

(2) The authority conferred by article 28 (temporary use of land for carrying out the authorised development) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of rights

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

(2) In the case of the Order land specified in column (1) of Schedule 5 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such wayleaves, easements, new rights in the land as may be required for the purpose specified in relation to that land in column (2) of that Schedule.

(3) Subject to section 8 (other provisions as to divided land) of the 1965 Act, as substituted by paragraph 5 of Schedule 6 (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires a right over land under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 6 (modification of compensation and compulsory purchase enactments for creation of new rights) 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.

Private rights over land

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

- (a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act,

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights over land subject to the compulsory acquisition of rights under this Order are extinguished in so far as their continuance would be inconsistent with the exercise of the right—

(a) as from the date of the acquisition of the right 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, whichever is the earlier.

(3) Subject to the provisions of this article, all private rights over land owned by the undertaker which are within the Order limits are extinguished on commencement of any activity authorised by this Order which interferes with or breaches those rights.

(4) Subject to the provisions of this article, all private rights over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable for as long as the undertaker remains in lawful possession of the land.

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

(6) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 30 (statutory undertakers) applies.

(7) Paragraphs (1) to (4) have effect subject to—

(a) any notice given by the undertaker before—

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

(ii) the undertaker's appropriation of it;

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

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

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

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

(8) If any such agreement as is referred to in paragraph (7)(b)—

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

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

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

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

Application of the Compulsory Purchase (Vesting Declarations) Act 1981

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

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

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

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

(4) In section 3 (preliminary notices) for subsection (1) substitute—

“(1) Before making a declaration under section 4 with respect to any land which is subject to a compulsory purchase order the acquiring authority must include the particulars specified in subsection (3) in a notice which is—

- (a) given to every person with a relevant interest in the land with respect to which the declaration is to be made (other than a mortgagee who is not in possession); and
- (b) published in a local newspaper circulating in the area in which the land is situated.”

(5) In that section, in subsection (2), for “(1)(b)” substitute “(1)” and after “given” insert “and published”.

(6) In that section, for subsections (5) and (6) substitute—

“(5) For the purposes of this section, a person has a relevant interest in land if—

- (a) that person is for the time being entitled to dispose of the fee simple of the land, whether in possession or in reversion; or
- (b) that person holds, or is entitled to the rents and profits of, the land under a lease or agreement, the unexpired term of which exceeds one month.”

(7) In section 5 (earliest date for execution of declaration)—

- (a) in subsection (1), after “publication” insert “in a local newspaper circulating in the area in which the land is situated”; and
- (b) omit subsection (2).

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

(9) References to the 1965 Act in the 1981 Act are to be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the compulsory acquisition of land under this Order.

Acquisition of subsoil or air-space only

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

(2) Where the undertaker acquires any part of, or rights in, the subsoil of or the air-space over land referred to in paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) Paragraph (2) does not prevent article 26 (acquisition of part of certain properties) from applying where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

Acquisition of part of certain properties

26.—(1) This article applies instead of section 8(1)(a) (other provisions as to divided land) of the 1965 Act (as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act) where—

- (a) a notice to treat is served on a person (“the owner”) under the 1965 Act (as so applied) in respect of land forming only part of a house, building or manufactory or of land consisting of a house with a park or garden (“the land subject to the notice to treat”); and
- (b) a copy of this article is served on the owner with the notice to treat.

(2) In such a case, the owner may, within the period of 21 days beginning with the day on which the notice was served, serve on the undertaker a counter-notice objecting to the sale of the land

(a) Section 8 was amended by S.I. 2009/1307.

subject to the notice to treat and stating that the owner is willing and able to sell the whole (“the land subject to the counter-notice”).

(3) If no such counter-notice is served within that period, the owner must sell the land subject to the notice to treat.

(4) If such a counter-notice is served within that period, the question whether the owner must sell only the land subject to the notice to treat is, unless the undertaker agrees to take the land subject to the counter-notice, to be referred to the tribunal.

(5) If on such a reference the tribunal determine that the land subject to the notice to treat can be taken—

- (a) without material detriment to the remainder of the land subject to the counter-notice; or
- (b) in the case of part of land consisting of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the owner must sell the land subject to the notice to treat.

(6) If on such a reference the tribunal determine that only part of the land subject to the notice to treat can be taken—

- (a) without material detriment to the remainder of the land subject to the counter-notice; or
- (b) in the case of part of land consisting of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the notice to treat is deemed to be a notice to treat for that part.

(7) If on such a reference the tribunal determine that—

- (a) the land subject to the notice to treat cannot be taken without material detriment to the remainder of the land subject to the counter-notice; but
- (b) the material detriment is confined to a part of the land subject to the counter-notice,

the notice to treat is deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is land which the undertaker is authorised to acquire compulsorily under this Order.

(8) If the undertaker agrees to take the land subject to the counter-notice, or if the tribunal determine that—

- (a) none of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house; and
- (b) the material detriment is not confined to a part of the land subject to the counter-notice,

the notice to treat is deemed to be a notice to treat for the land subject to the counter-notice whether or not the whole of that land is land which the undertaker is authorised to acquire compulsorily under this Order.

(9) Where, by reason of a determination by the tribunal under this article a notice to treat is deemed to be a notice to treat for less land or more land than that specified in the notice, the undertaker may, within the period of 6 weeks beginning with the day on which the determination is made, withdraw the notice to treat; and in that event must pay the owner compensation for any loss or expense occasioned to the owner by the giving and withdrawal of the notice, to be determined in case of dispute by the tribunal.

(10) Where the owner is required under this article to sell only part of a house, building or manufactory or of land consisting of a house with a park or garden, the undertaker must pay the owner compensation for any loss sustained by the owner due to the severance of that part in addition to the value of the interest acquired.

Rights under or over streets

27.—(1) The undertaker may enter on and appropriate so much of the subsoil of, or air-space over, any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or air-space for those purposes or any other purpose ancillary to the authorised development.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land in respect of which the power of appropriation conferred by paragraph (1) is exercised without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary use of land for carrying out the authorised development

28.—(1) The undertaker may, in connection with the carrying out of the authorised development—

(a) enter on and take temporary possession of—

- (i) the land specified in columns (1) and (2) of Schedule 7 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (3) of that Schedule relating to the part of the authorised development specified in column (4) of that Schedule; and
- (ii) any other Order land in respect of which no notice of entry has been served under section 11(a) (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;

(b) remove any buildings and vegetation from that land; and

(c) construct temporary works (including the provision of means of access) and buildings on that land.

(2) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(3) The undertaker may not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of any land specified in paragraph (1)(a)(i), after the end of the period of one year beginning with the date of completion of the part of the authorised development specified in relation to that land in column (4) of Schedule 7 (land of which temporary possession may be taken); or
- (b) in the case of any land referred to in paragraph (1)(a)(ii), after the end of the period of one year beginning with the date of completion of the work for which temporary possession

(a) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1) and S.I. 2009/1307.

of the land was taken unless the undertaker has, by the end of that period, served a notice of entry under section 11 (powers of entry) of the 1965 Act or made a declaration under section 4 (execution of declaration) of the 1981 Act in relation to that land.

(4) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

- (a) replace a building removed under this article; or
- (b) remove any ground strengthening works which have been placed on the land to facilitate construction of the authorised development.

(5) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (5).

(8) The undertaker may not compulsorily acquire under this Order the land referred to in paragraph (1)(a)(i) except that the undertaker is not precluded from—

- (a) acquiring new rights over any part of that land under article 22 (compulsory acquisition of rights); or
- (b) acquiring any part of the subsoil (or rights in the subsoil of or air-space over) that land under article 25 (acquisition of subsoil or air-space only).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13(a) (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(11) Paragraph (1)(a)(ii) does not authorise the undertaker to take temporary possession of any land which the undertaker is not authorised to acquire under article 20 (compulsory acquisition of land) or any land specified in Schedule 5 (land in which only new rights etc. may be acquired).

Temporary use of land for maintaining the authorised development

29.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised development, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised development; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(a) Section 13 was amended by sections 62(3) and 139 of, and paragraph 27 and 28 of Schedule 13, and part 3 of Schedule 23, to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage rising from the exercise in relation to the land of the provisions of this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not to be required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(11) In this article “the maintenance period”, in relation to any part of the authorised development, means the period of 5 years beginning with the date on which that part of the authorised development is first opened for use.

Statutory undertakers

30.—(1) Subject to the provisions of article 22(3) (compulsory acquisition of rights), Schedule 9 (protection of interests) and paragraph (2), the undertaker may—

- (a) acquire compulsorily, or acquire new rights over, any Order land belonging to statutory undertakers;
- (b) extinguish the rights of, remove or reposition the apparatus belonging to statutory undertakers over or within the Order land.

(2) Paragraph (1)(b) has no effect in relation to apparatus in respect of which the following provisions apply—

- (a) Part 3 (street works in England and Wales) of the 1991 Act; and
- (b) article 31 (apparatus and rights of statutory undertakers in stopped up streets).

Apparatus and rights of statutory undertakers in stopped up streets

31.—(1) Where a street is stopped up under article 13 (permanent stopping up of streets), any statutory utility whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to the provisions of this article, as if this Order had not been made.

(2) Where a street is stopped up under article 14 (temporary stopping up of streets) any statutory utility whose apparatus is under, in, on, over, along or across the street may, and if reasonably requested to do so by the undertaker must—

- (a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the utility may reasonably determine and have power to place it; or
- (b) provide other apparatus in substitution for the existing apparatus and place it in such position as described in sub-paragraph (a).

(3) Subject to the following provisions of this article, the undertaker must pay to any statutory utility an amount equal to the cost reasonably incurred by the utility in or in connection with—

- (a) the execution of the relocation works required in consequence of the stopping up of the street; and
- (b) the doing of any other work or thing rendered necessary by the execution of the relocation works.

(4) If in the course of the execution of relocation works under paragraph (2)—

- (a) apparatus of a better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker, or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the execution of the relocation works 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 paragraph, would be payable to the statutory utility by virtue of paragraph (3) is to be reduced by the amount of that excess.

(5) For the purposes of paragraph (4)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(6) An amount which, apart from this paragraph, would be payable to a statutory utility in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)) 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 the utility 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.

(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 (street works in England and Wales) of the 1991 Act, but instead—

- (a) the 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 allowable costs are to be borne by the undertaker and the statutory utility in such proportions as may be prescribed by any such regulations.

(8) In this article—

“relocation works” means work executed, or apparatus provided, under paragraph (2); and

“statutory utility” means a statutory undertaker for the purposes of the 1980 Act or a public communications provider as defined in section 151(1) (interpretation) of the Communications Act 2003(a).

(a) 2003 c. 21.

Recovery of costs of new connections

32.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 30 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 30 (statutory undertakers), any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which article 31 (apparatus and rights of statutory undertakers in stopped up streets) or Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this article—

“public communications provider” has the same meaning as in section 151(1) (interpretation) of the Communications Act 2003; and

“public utility undertaker” has the same meaning as in the 1980 Act.

Compulsory acquisition of land – incorporation of the mineral code

33. Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981(a) are incorporated in this Order subject to the modifications that—

- (a) paragraph 8(3) is not incorporated;
- (b) for “the acquiring authority” substitute “the undertaker”; and
- (c) for “minerals” substitute “minerals and other substances”.

Special category land

34.—(1) Subject to paragraph (2), so much of the special category land as is required for the purposes of the exercise by the undertaker of the Order rights is discharged from all rights, trusts and incidents to which it was previously subject.

(2) Plots 10-01a and 10-01b are not to be discharged from the rights, trusts and incidents to which they were previously subject until the Secretary of State has certified that a scheme for the provision of replacement land as common has been implemented to the Secretary of State’s satisfaction.

(3) In this article—

“the Order rights” means rights exercisable over special category land by the undertaker under articles 19 (authority to survey and investigate land), 20 (compulsory acquisition of land), 22 (compulsory acquisition of rights), or 28 (temporary use of land for carrying out the authorised development);

“the special category land” means the land identified as forming open space and registered common land and numbered 10-01a, 10-01b, 18-19, 20-03, 20-27, 20-28, 20-32, 20-33, 20-34,

(a) 1981 c. 67. Sub-paragraph (5) of paragraph 1 of Part 1 of Schedule 2 was amended by section 67 of, and paragraph 27(3) of Schedule 9 to, the Coal Industry Act 1994 (c. 21) and paragraph 8 of Part 3 of Schedule 2 was amended by section 46 of the Criminal Justice Act 1982 (c. 48). There are other amendments to the 1981 Act which are not relevant to this Order.

20-35, 20-36, 20-37a, 20-37c, 20-41a, 20-41c, 21-01, 21-02a, 21-02c, 21-02d, 21-12a, 21-13, 21-15, 21-16, 21-17, 22-12, 22-26, 23-04, 23-32, 23-33, 23-34, 23-35 in the book of reference and on the land plans; and

“the replacement land” means the land identified on the plan entitled “replacement land plan”.

PART 6

MISCELLANEOUS AND GENERAL

Felling or lopping of trees

35.—(1) The undertaker may fell or lop any tree or shrub within or overhanging land within the Order limits, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub—

- (a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or
- (b) from constituting a danger to persons using the authorised development.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

Trees subject to tree preservation orders

36.—(1) The undertaker may fell or lop any tree described in Schedule 8 (trees subject to tree preservation orders), cut back its roots or undertake such other works described in column (2) of that Schedule if the undertaker reasonably believes it to be necessary to do so to prevent the tree or shrub—

- (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 using the authorised development.

(2) In carrying out any activity authorised by paragraph (1)—

- (a) the undertaker is to do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss of damage arising from such activity; and
- (b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act is not to apply.

(3) The authority given in paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

Operational land for purposes of the 1990 Act

37. Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is to be treated as operational land for the purposes of that Act) of the 1990 Act.

Defence to proceedings in respect of statutory nuisance

38.—(1) Where proceedings are brought under section 82(1) (summary proceedings by persons aggrieved by statutory nuisances) of the Environmental Protection Act 1990^(a) in relation to a nuisance falling within paragraphs (c), (d), (e), (fb), (g), (ga) and (h) of section 79(1) (statutory nuisances and inspections therefor) of that Act no order is to be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
 - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the 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) is a consequence of the construction or maintenance of the authorised development and that it cannot reasonably be avoided; or
- (b) the defendant shows that the nuisance is a consequence of the use of the authorised development and that it cannot reasonably be avoided.

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

Protection of interests

39. Schedule 9 (protection of interests) has effect.

Certification of plans, etc.

40.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—

- (a) the land plans (Document Reference No. 2.2, dated January 2016) which are listed in full in Schedule 10 (documents subject to certification);
- (b) the works plans (Document Reference No. 2.3, dated February 2016) which are listed in full in Schedule 10;
- (c) the rights of way and access plans (Document Reference No. 2.4, dated March 2015);
- (d) the engineering drawings and sections (Document Reference Nos. 2.5 - 2.9, dated March 2015) which are listed in full in Schedule 12 (engineering drawings, sections and other information);
- (e) the book of reference (Document Reference No. 4.3, dated January 2016);
- (f) the environmental statement (Document Reference No. 6.1, dated March 2015);
- (g) the outline environmental management plan (Document Reference No. 6.3/4.2, dated March 2015);
- (h) the outline construction environmental management plan (Document Reference No. 6.3/4.2, dated March 2016);
- (i) the engineering and design report (Document Reference No. 7.3, dated March 2015);

^(a) 1990 c. 43. There are amendments to this Act which are not relevant to this Order.

^(b) 1974 c. 40. Section 61(2) was amended by section 133(2) of, and Schedule 7 to, the Building Act 1984 (c. 55). Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990 (c. 25).

- (j) the environmental masterplan, being Annex A to the engineering and design report (Document Reference No. 7.4, dated February 2016);
- (k) the drainage strategy report (Document Reference No. 7.5, dated January 2016);
- (l) the replacement land plan (Document Reference 514451-MUH-ML-ZZ-SK-LR-301458, dated March 2015); and
- (m) the flood risk assessment (Document Reference No. 5.3, dated February 2016),

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

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

Service of notices

41.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (5) to (8) by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978^(a) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by name or by the description of “owner”, or as the case may be “occupier”, of the land (describing it); and
- (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within 7 days of receipt that the recipient requires a paper copy of all or part of

(a) 1978 c. 30.

that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of electronic communication given by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation will be final and takes effect on a date specified by the person in the notice but that date must not be less than 7 days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

(10) In this article “legible in all material respects” means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

Arbitration

42. Except where otherwise expressly provided for in this Order and unless otherwise agreed between the parties, any difference under any provision of this Order (other than a difference which falls to be determined by the tribunal) must be 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) by the President of the Institution of Civil Engineers.

Traffic regulation

43.—(1) This article applies to roads in respect of which the undertaker is not the traffic authority.

(2) Subject to the provisions of this article, and the consent of the traffic authority in whose area the road concerned is situated, which consent must not be unreasonably withheld, the undertaker may, for the purposes of the authorised development—

- (a) revoke, amend or suspend in whole or in part any order made, or having effect as if made, under the 1984 Act;
- (b) permit, prohibit or restrict the stopping, waiting, loading or unloading of vehicles on any road;
- (c) authorise the use as a parking place of any road;
- (d) make provision as to the direction or priority of vehicular traffic on any road; and
- (e) permit or prohibit vehicular access to any road,

either at all times or at times, on days or during such periods as may be specified by the undertaker.

(3) Subject to paragraph (7), the power conferred by paragraph (2) must not be exercised after the expiry of 12 months from the opening of the authorised development for public use, but any prohibition, restriction or other provision made under paragraph (2) may have effect both before and after the expiry of that period.

(4) The undertaker must consult the chief officer of police and the traffic authority in whose area the road is situated before complying with the provisions of paragraph (5).

(5) The undertaker must not exercise the powers conferred by paragraph (2) unless the undertaker has—

- (a) given not less than—

- (i) 12 weeks' notice in writing of the undertaker's intention to do so in the case of a prohibition, restriction or other provision intended to have effect permanently; or
 - (ii) 4 weeks' notice in writing of the undertaker's intention to do so in the case of a prohibition, restriction or other provision intended to have effect temporarily,

to the chief officer of police and to the traffic authority in whose area the road is situated; and
 - (b) advertised the undertaker's intention in such manner as the traffic authority may specify in writing within 28 days of its receipt of notice of the undertaker's intention in the case of sub-paragraph (a)(i), or within 7 days of its receipt of notice of the undertaker's intention in the case of sub-paragraph (a)(ii).
- (6) Any prohibition, restriction or other provision made by the undertaker under paragraph (2)—
- (a) has effect as if duly made by, as the case may be—
 - (i) the traffic authority in whose area the road is situated, as a traffic regulation order under the 1984 Act; or
 - (ii) the local authority in whose area the road is situated, as an order under section 32 (power of local authorities to provide parking places) of the 1984 Act^(a),

and the instrument by which it is effected may specify savings and exemptions to which the prohibition, restriction or other provision is subject; and
 - (b) is deemed to be a traffic order for the purposes of Schedule 7 (road traffic contraventions subject to civil enforcement) to the Traffic Management Act 2004^(b).
- (7) Any prohibition, restriction or other provision made under this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraph (2) within a period of 24 months from the opening of the authorised development.
- (8) Before exercising the powers conferred by paragraph (2) the undertaker must consult such persons as the undertaker considers necessary and appropriate and must take into consideration any representations made to the undertaker by any such person.
- (9) Expressions used in this article and in the 1984 Act have the same meaning in this article as in that Act.
- (10) The powers conferred on the undertaker by this article with respect to any road have effect subject to any agreement entered into by the undertaker with any person with an interest in (or who undertakes activities in relation to) premises served by the road.
- (11) If a traffic authority which receives an application for consent under paragraph (2) fails to notify the undertaker of its decision before the end of the period of 6 weeks beginning with the date on which the application was made, it is deemed to have granted consent.

Procedure in relation to certain approvals etc.

44.—(1) Where an application is made to or a request is made of a discharging authority or the Secretary of State for any consent, agreement or approval required or contemplated by any of the provisions of the Order such consent, agreement or approval must, if given, be given in writing and must not be unreasonably withheld.

(2) Schedule 11 (procedure for discharge of certain approvals) has effect in relation to all consents, agreements or approvals granted, refused or withheld by a discharging authority, but does not apply to any decision of the Secretary of State to which the procedure under Part 2 of Schedule 2 (procedure for discharge of requirements) applies.

(a) Section 32 was amended by section 102 of, and Schedule 17 to, the Local Government Act 1985 (c. 51) and section 168(1) of, and paragraph 39 of Schedule 8 to, the 1991 Act.

(b) 2004 c. 18.

Signed by authority of the Secretary of State for Transport

2nd September 2016

Martin Woods
Head of the Transport and Works Act Orders Unit
Department for Transport

SCHEDULES

SCHEDULE 1

Article 2

AUTHORISED DEVELOPMENT

In the administrative areas of West Berkshire Council, Wokingham Borough Council, Reading Borough Council, the Royal Borough of Windsor and Maidenhead, Bracknell Forest Council, Buckinghamshire County Council, South Bucks District Council, Slough Borough Council, the London Borough of Hillingdon, the London Borough of Hounslow and the Greater London Authority

Work No. 1a – The improvement of the eastbound carriageway of the M4 Motorway (51.3 kilometres in length) commencing at grid reference 465337E; 171339N and terminating at grid reference 510045E; 178287N; and

Work No. 1b – The improvement of the westbound carriageway of the M4 Motorway (51.3 kilometres in length) commencing at grid reference 510079E; 178265N and terminating at grid reference 465313E; 171333N;

such works including—

- (a) conversion of the existing hard shoulder to a running lane;
- (b) the provision of a hardened central reserve with a rigid concrete barrier dividing Works No. 1a and 1b;
- (c) the construction of 18 no. super-span portal gantries above the M4 motorway each spanning both Works No. 1a and 1b, as shown on drawing 514451-MUH-ST-ZZ-DR-GN-301411 of the engineering drawings and sections, within the gantry siting locations shown as “Gantry Type 1” on the works plans, including gantry foundations, gantry structure, signs, signals, sign illumination, control cabinets, power and communication cable connections;
- (d) the construction of 5 no. single carriageway portal gantries above the M4 motorway each spanning either Works No. 1a or 1b, as shown on drawing 514451-MUH-ST-ZZ-DR-GN-301412 of the engineering drawings and sections, within the gantry siting locations shown as “Gantry Type 2” on the works plans, including gantry foundations, gantry structure, signs, signals, sign illumination, control cabinets, power and communication cable connections;
- (e) the construction of 24 no. super-span cantilever gantries above the M4 over either Works No. 1a or 1b, as shown on drawing 514451-MUH-ST-ZZ-DR-GN-301413 of the engineering drawings and sections, within the gantry siting locations shown as “Gantry Type 3” on the works plans, including gantry foundations, gantry structure, signs, signals, sign illumination, control cabinets, power and communication cable connections;
- (f) the construction of 25 no. sign-only cantilever gantries above the M4 over either Works No. 1a or 1b, as shown on drawing 514451-MUH-ST-ZZ-DR-GN-301414 of the engineering drawings and sections, within the gantry siting locations shown as “Gantry Type 4” on the works plans, including gantry foundations, gantry structure, signs, sign illumination, control cabinets, power cable connections;

- (g) the construction of 51 no. MS4 signal cantilever gantries above the M4 over either Works No. 1a or 1b, as shown on drawing 514451-MUH-ST-ZZ-DR-GN-301415 and 514451-MUH-ST-ZZ-DR-GN-301416 of the engineering drawings and sections, within the gantry siting locations shown as “Gantry Type 5” on the works plans, including gantry foundations, gantry structure, signals, control cabinets, power and communication cable connections;
- (h) the construction of 7 no. MS3 signal cantilever gantries above the M4 over either Works No. 1a or 1b, as shown on drawing 514451-MUH-ST-ZZ-DR-GN-301417 of the engineering drawings and sections, within the gantry siting locations shown as “Gantry Type 6” on the works plans, including gantry foundations, gantry structure, signals, control cabinets, power and communication cable connections;
- (i) the construction of new signs and signals on 7 no. re-used portal gantries above the M4 over either Works No. 1a or 1b, within the gantry siting locations shown as “Re-used Gantry Type 7” on the works plans, including removal of existing signs and signals, refurbishment of gantry structure, signs, signals, sign illumination, control cabinets and power and communication cable connections;
- (j) the provision of new signals on 20 no. re-used cantilever gantries above the M4 over either Works No. 1a or 1b, within the gantry siting locations shown as “Re-used Gantry Type 8” on the works plans, including removal of existing signs and signals, refurbishment of gantry structure, signals, control cabinets and power and communication cable connections;
- (k) the demolition of 41 no. existing gantries above the M4 within the gantry siting locations shown as “Demolish Gantry” on the works plans, including decommissioning, demolition to ground level and removal from site;
- (l) the construction of 17 no. emergency refuge areas on the eastbound carriageway of the M4 motorway at the locations shown by “ERA” on the works plans, including the installation of emergency telephones;
- (m) the construction of 16 no. emergency refuge areas on the westbound carriageway of the M4 motorway at the locations shown by “ERA” on the works plans, including the installation of emergency telephones;
- (n) the construction of 5 no. police observation platforms on the eastbound carriageway of the M4 motorway at the locations shown by “POP” on the works plans;
- (o) the construction of 4 no. police observation platforms on the westbound carriageway of the M4 motorway at the locations shown by “POP” on the works plans; and
- (p) the construction and installation of 139 no. closed circuit television camera supports on the M4 motorway at the locations shown by a camera icon on the works plans.

In the administrative area of West Berkshire Council

Work No. 2a – The realignment of the M4 Junction 12 (Theale) eastbound on-slip commencing at grid reference 465236E; 171427N and terminating at grid reference 465627E; 171163N.

Work No. 2b – The realignment of the M4 Junction 12 (Theale) westbound off-slip commencing at grid reference 465643E; 171122N and terminating at grid reference 465192E; 171383N.

Work No. 3a – The realignment of the Reading Motorway Service Area eastbound off-slip commencing at grid reference 467119E; 170000N and terminating at grid reference 467427E; 169953N.

Work No. 3b – The realignment of the Reading Motorway Service Area eastbound on-slip commencing at grid reference 467443E; 169947N and terminating at grid reference 467762E; 169738N.

Work No. 3c – The realignment of the Reading Motorway Service Area westbound off-slip commencing at grid reference 467783E; 169699N and terminating at grid reference 467432E; 169710N.

Work No. 3d – The realignment of the Reading Motorway Service Area westbound on-slip commencing at grid reference 467424E; 169713N and terminating at grid reference 467118E; 169965N.

In the administrative area of Wokingham Borough Council and Reading Borough Council

Work No. 4a – The realignment of the M4 Junction 11 (Three Mile Cross) eastbound off-slip commencing at grid reference 470765E; 169102N and terminating at grid reference 471343E; 168783N.

Work No. 4b – The realignment of the M4 Junction 11 (Three Mile Cross) eastbound on-slip commencing at grid reference 471807E; 168641N and terminating at grid reference 472477E; 168653N.

Work No. 4c – The realignment of the M4 Junction 11 (Three Mile Cross) westbound off-slip commencing at grid reference 472539E; 168637N and terminating at grid reference 471850E; 168576N.

Work No. 4d – The realignment of the M4 Junction 11 (Three Mile Cross) westbound on-slip commencing at grid reference 471298E; 168737N and terminating at grid reference 470873E; 169006N.

In the administrative area of Wokingham Borough Council

Work No. 5a – The realignment of the M4 Junction 10 (Winnersh) eastbound off-slip commencing at grid reference 478879E; 170222N and terminating at grid reference 479314E; 170512N.

Work No. 5b – The improvement of the M4 Junction 10 (Winnersh) eastbound on-slip (1) commencing at grid reference 479492E; 170769N and terminating at grid reference 479658E; 170850N.

Work No. 5c – The realignment of the M4 Junction 10 (Winnersh) eastbound on-slip (2) commencing at grid reference 479797E; 171075N and terminating at grid reference 480403E; 171420N.

Work No. 5d – The realignment of the M4 Junction 10 (Winnersh) westbound off-slip commencing at grid reference 480708E; 171550N and terminating at grid reference 480159E; 171151N.

Work No. 5e – The improvement of the M4 Junction 10 (Winnersh) westbound on-slip (1) commencing at grid reference 479941E; 170955N and terminating at grid reference 479741E; 170888N.

Work No. 5f – The realignment of the M4 Junction 10 (Winnersh) westbound on-slip (2) commencing at grid reference 479576E; 170692N and terminating at grid reference 479056E; 170283N.

In the administrative area of the Royal Borough of Windsor and Maidenhead

Work No. 6a – The realignment of the M4 Junction 8/9 (Holyport) eastbound off-slip commencing at grid reference 487916E; 178093N and terminating at grid reference 488542E; 178548N.

Work No. 6b – The realignment of the M4 Junction 8/9 (Holyport) eastbound on-slip commencing at grid reference 488854E; 178630N and terminating at grid reference 489729E; 178617N and widening of the eastbound carriageway of the M4 motorway at the location of Ascot Road overbridge.

Work No. 6c – The realignment of the M4 Junction 8/9 (Holyport) westbound off-slip commencing at grid reference 489576E; 178580N and terminating at grid reference 488851E; 178561N and widening of the westbound carriageway of the M4 motorway at the location of the existing Ascot Road overbridge.

Work No. 6d – The realignment of the M4 Junction 8/9 (Holyport) westbound on-slip commencing at grid reference 488563E; 178475N and terminating at grid reference 487980E; 178112N.

Work No. 7a – Construction of a new bridge over the M4 to the east of the existing Ascot Road overbridge, demolition of the existing bridge and the realignment of Ascot Road commencing at grid reference 489273E; 178303N and terminating at grid reference 489488E; 178831N.

Work No. 7b – The construction of a new retaining wall below grade at the eastern side of Ascot Road in the realigned section north of the M4 motorway at the location shown on the works plans.

Work No. 8a – The widening of the eastbound carriageway of the M4 motorway on the north side at the location of the existing Monkey Island Lane overbridge commencing at grid reference 490874E; 179161N and terminating at grid reference 491117E; 179361N.

Work No. 8b – The widening of the westbound carriageway of the M4 motorway on the south side at the location of the existing Monkey Island Lane overbridge commencing at grid reference 491076E; 179284N and terminating at grid reference 490958E; 179189N.

Work No. 8c – The construction of a new bridge over the M4 to the west of the existing Monkey Island Lane overbridge, demolition of the existing Monkey Island Lane overbridge, the realignment of Monkey Island Lane commencing at grid reference 490815E; 179422N and terminating at grid reference 491158E; 179115N and the extension of 2 no. flood channel culverts under Monkey Island Lane at the locations shown on the works plans.

In the administrative areas of the Royal Borough of Windsor and Maidenhead and Buckinghamshire County Council, South Bucks District Council

Work No. 9a – The widening of the M4 motorway at the location of the existing Thames Bray underbridge commencing at grid reference 491117E; 179361N and terminating at grid reference 491608E; 179713N, including realignment of the M4 central reserve and realignment of the footway and cycle way along the motorway.

Work No. 9b – The widening of Thames Bray underbridge over the River Thames to the north of the existing bridge at the location shown on the works plans including widening of foundations, substructure and bridge deck and replacement of bridge expansion joints to accommodate Work 9a.

In the administrative area of Buckinghamshire County Council, South Bucks District Council

Work No. 10a – The widening of the eastbound carriageway of the M4 motorway on the north side at the location of the existing Marsh Lane overbridge commencing at grid reference 491720E; 179753N and terminating at grid reference 491879E; 179796N.

Work No. 10b – The widening of the westbound carriageway of the M4 motorway on the south side at the location of the existing Marsh Lane overbridge commencing at grid reference 491890E; 179765N and terminating at grid reference 491599E; 179670N.

Work No. 10c – The realignment of Marsh Lane commencing at grid reference 491645E; 179930N and terminating at grid reference 491950E; 179567N, including construction of retaining walls, raising of earthworks, demolition of the existing Marsh Lane overbridge over the M4 and construction of a new bridge over the M4.

Work No. 11a – The widening of the eastbound carriageway of the M4 motorway on the north side at the location of the existing Lake End Road overbridge commencing at grid reference 492816E; 180033N and terminating at grid reference 492943E; 180064N.

Work No. 11b – The widening of the westbound carriageway of the M4 motorway on the south side at the location of the existing Lake End Road overbridge commencing at grid reference 492932E; 180018N and terminating at grid reference 492820E; 179994N.

Work No. 11c – The construction of a new bridge over the M4 to the west of the existing Lake End Road overbridge, the demolition of the existing Lake End Road overbridge, the realignment of Lake End Road commencing at grid reference 492866E; 179741N and terminating at grid reference 492948E; 180346N, and the provision of a new junction between Lake End Road and Huntercombe Lane.

In the administrative area of Buckinghamshire County Council, South Bucks District Council and Slough Borough Council

Work No. 12a – The realignment of the M4 Junction 7 (Huntercombe) eastbound off-slip commencing at grid reference 493056E; 180075N and terminating at grid reference 493372E; 180147N.

Work No. 12b – The realignment of the M4 Junction 7 (Huntercombe) eastbound on-slip commencing at grid reference 493451E; 180142N and terminating at grid reference 493784E; 179933N.

Work No. 12c – The realignment of the M4 Junction 7 (Huntercombe) westbound off-slip commencing at grid reference 493474E; 180003N and terminating at grid reference 493210E; 179964N.

Work No. 12d – The realignment of the M4 Junction 7 (Huntercombe) westbound on-slip commencing at grid reference 493194E; 179963N and terminating at grid reference 492823E; 180002N.

Work No. 12e – The construction of a new bridge for the southbound carriageway of the Junction 7 Link Road (Huntercombe Spur) over the M4 to the east of the existing Huntercombe Spur overbridge, demolition of the existing Huntercombe Spur overbridge, construction of a new bridge for the northbound carriageway of the Junction 7 Link Road (Huntercombe Spur) over the M4 and the realignment of the Junction 7 Link Road (Huntercombe Spur) commencing at grid reference 493202E; 179964N and terminating at grid reference 493446E; 180749N together with the construction of a new super-span cantilever gantry above the south bound carriageway of the Junction 7 Link Road (Huntercombe Spur) within the gantry siting location shown as “Gantry Type 3” on the works plans, including gantry foundations, gantry structure, signs, signals, sign illumination, control cabinets, and power cable connections.

Work No. 12f – The construction of a new retaining wall between the Junction 7 Link Road (Huntercombe Spur) and the Junction 7 eastbound on-slip at the location shown on the works plans.

In the administrative area of Slough Borough Council

Work No. 13a – The realignment of the M4 Junction 7 (Huntercombe) eastbound off-slip commencing at grid reference 493056E; 180075N and terminating at grid reference 493372E; 180147N.

Work No. 13b – The widening of the westbound carriageway of the M4 motorway on the south side at the location of the existing Oldway Lane overbridge commencing at grid reference 493986E; 179828N and terminating at grid reference 493883E; 179860N.

Work No. 13c – The realignment of Oldway Lane commencing at grid reference 493877E; 179650N and terminating at grid reference 494017E; 180130N, including construction of retaining walls, raising of earthworks, demolition of the existing Oldway Lane overbridge over the M4 and construction of a new bridge over the M4.

Work No. 14a – The widening of the eastbound carriageway of the M4 motorway on the north side at the location of the existing Wood Lane overbridge commencing at grid reference 494937E; 179555N and terminating at grid reference 495073E; 179510N.

Work No. 14b – The widening of the westbound carriageway of the M4 motorway on the south side at the location of the existing Wood Lane overbridge commencing at grid reference 495079E; 179477N and terminating at grid reference 494941E; 179522N.

Work No. 14c – The construction of a new bridge over the M4 to the east of the existing Wood Lane overbridge, the demolition of the existing Wood Lane overbridge and the realignment of Wood Lane commencing at grid reference 494859E; 179384N and terminating at grid reference 495124E; 179765N.

Work No. 15 – The extension of Chalvey Culvert to both north and south at the location shown on the works plans to accommodate Works 16a and 16d.

Work No. 16a – The realignment of the M4 Junction 6 (Chalvey) eastbound off-slip commencing at grid reference 495259E; 179448N and terminating at grid reference 495873E; 179259N.

Work No. 16b – The realignment of the M4 Junction 6 (Chalvey) eastbound on-slip commencing at grid reference 496277E; 179133N and terminating at grid reference 497074E; 179076N.

Work No. 16c – The realignment of the M4 Junction 6 (Chalvey) westbound off-slip commencing at grid reference 496856E; 179034N and terminating at grid reference 496258E; 179070N, including widening of the M4 motorway to the south side at the location of the existing Windsor Branch Railway overbridge, realignment of the M4 central reserve to the south and widening the M4 earthworks embankment to the south using strengthened or retained earthworks.

Work No. 16d – The realignment of the M4 Junction 6 (Chalvey) westbound on-slip commencing at grid reference 495221E; 179428N and terminating at grid reference 495864E; 179204N.

Work No. 17 – The widening of Windsor Branch Railway underbridge to the south side of the existing bridge, at the location shown on the works plans, including widening of foundations, substructure and bridge deck to accommodate Works 16b and 16c.

Work No. 18 – The extension of the water and gas main subway under the M4 carriageway west of Datchet Road to both north and south at the location shown on the works plans including diversion of the utilities passing through the subway and closure of the existing access manholes in the hard shoulders of the M4 motorway.

In the administrative area of Slough Borough Council and the Royal Borough of Windsor and Maidenhead

Work No. 19a – The widening of the eastbound carriageway of the M4 motorway on the north side at the location of the existing Datchet Road overbridge commencing at grid reference 497855E; 178907N and terminating at grid reference 497983E; 178805N.

Work No. 19b – The widening of the westbound carriageway of the M4 motorway on the south side at the location of the existing Datchet Road overbridge commencing at grid reference 497983E; 178764N and terminating at grid reference 497844E; 178877N.

Work No. 19c – The construction of a new bridge over the M4 to the east of the existing Datchet Road overbridge, utility diversion works, the demolition of the existing Datchet Road overbridge and the realignment of Datchet Road commencing at grid reference 497997E; 179140N and terminating at grid reference 498157E; 178357N.

In the administrative area of the Royal Borough of Windsor and Maidenhead

Work No. 20a – The widening of the eastbound carriageway of the M4 motorway on the north side at the location of the existing Recreation Ground overbridge commencing at grid reference 498117E; 178655N and terminating at grid reference 498210E; 178520N.

Work No. 20b – The widening of the westbound carriageway of the M4 motorway on the south side at the location of the existing Recreation Ground overbridge commencing at grid reference 498182E; 178500N and terminating at grid reference 498089E; 178636N.

Work No. 20c – The demolition of the existing Recreation Ground overbridge over the M4 and construction of a new bridge over the M4, and the realignment of Recreation Ground Road commencing at grid reference 498022E; 178486N and terminating at grid reference 498268E; 178648N.

Work No. 21 – The extension of the water main subway under the M4 carriageway east of Recreation Ground Road to both north and south at the location shown on the works plans including diversion of the utilities passing through the subway and closure of the existing access manholes in the hard shoulders of the M4 motorway.

Work No. 22a – The widening of the eastbound carriageway of the M4 motorway on the north side at the location of the existing Riding Court Road overbridge commencing at grid reference 499018E; 177547N and terminating at grid reference 499168E; 177475N.

Work No. 22b – The widening of the westbound carriageway of the M4 motorway on the south side at the location of the existing Riding Court Road overbridge commencing at grid reference 499178E; 177434N and terminating at grid reference 499022E; 177505N.

Work No. 22c – The construction of a new bridge over the M4 to the west of the existing Riding Court Road overbridge, demolition of the existing Riding Court Road overbridge, the realignment of Riding Court Road commencing at grid reference 499071E; 177252N and terminating at grid reference 499250E; 177481N, modification of a private means of access to Riding Court at its junction with Riding Court Road.

Work No. 23a – The widening of the eastbound carriageway of the M4 motorway on the north side at the location of the existing Ashley's Arch Culvert commencing at grid reference 499916E; 177412N and terminating at grid reference 500069E; 177455N.

Work No. 23b – The extension of Ashley's Arch Culvert to the north at the location shown on the works plans to accommodate Work No. 23a.

In the administrative areas of the Royal Borough of Windsor and Maidenhead and Slough Borough Council

Work No. 24a – The realignment of the M4 Junction 5 (Langley) eastbound off-slip commencing at grid reference 500685E; 177740N and terminating at grid reference 501031E; 177926N.

Work No. 24b – The realignment of the M4 Junction 5 (Langley) eastbound on-slip commencing at grid reference 501461E; 178086N and terminating at grid reference 501971E; 178168N.

Work No. 24c – The realignment of the M4 Junction 5 (Langley) westbound off-slip commencing at grid reference 501906E; 178130N and terminating at grid reference 501560E; 178047N.

Work No. 24d – The realignment of the M4 Junction 5 (Langley) westbound on-slip commencing at grid reference 501147E; 177901N and terminating at grid reference 500662E; 177696N.

Work No. 24e – The widening of the eastbound carriageway of the M4 motorway on the north side at the location of the existing M4 Junction 5 (Langley) commencing at grid reference 501091E; 177937N and terminating at grid reference 501448E; 178064N.

Work No. 24f – The widening of the westbound carriageway of the M4 motorway on the south side at the location of the existing M4 Junction 5 (Langley) commencing at grid reference 501462E; 178027N and terminating at grid reference 501111E; 177903N.

Work No. 24g – The widening of Langley underbridge (West) to the north and south side of the existing Langley underbridge (West), at the location shown on the works plans, including widening of foundations, substructure and bridge deck to accommodate Work Nos. 24e and 24f.

Work No. 24h – The extension of Langley subway to both north and south at the location shown on the works plans to accommodate Work Nos. 24e and 24f.

Work No. 24i – The widening of Langley underbridge (East) to the north and south side of the existing Langley underbridge (East), at the location shown on the works plans, including widening of foundations, substructure and bridge deck to accommodate Work Nos. 24e and 24f.

In the administrative areas of Buckinghamshire County Council, South Bucks District Council and Slough Borough Council

Work No. 25 – The demolition of the existing Old Slade Lane overbridge over the M4 and construction of a new bridge over the M4 and the realignment of Old Slade Lane commencing at grid reference 503720E; 178176N and terminating at grid reference 503729E; 178491N, including construction of retaining walls.

In the administrative area of Slough Borough Council

Work No. 26a – The realignment of the M4 Junction 4b (M25) eastbound off-slip and widening of the eastbound carriageway of the M4 motorway on the north side at the location of the existing Old Slade Lane overbridge commencing at grid reference 503425E; 178213N and terminating at grid reference 504178E; 178422N.

Work No. 26b – The realignment of the M4 Junction 4b (M25) westbound on-slip and widening of the westbound carriageway of the M4 motorway on the south side at the location of the existing Old Slade Lane overbridge commencing at grid reference 504295E; 178295N and terminating at grid reference 503420E; 178181N.

In the administrative area of the London Borough of Hillingdon

Work No. 27a – The realignment of the M4 Junction 4b (M25) eastbound on-slip commencing at grid reference 505255E; 178385N and terminating at grid reference 505643E; 178384N and the construction of a sign-only cantilever gantry above the on-slip within the gantry siting locations shown as “Gantry Type 4” on the works plans, including gantry foundations gantry structure, signs, sign illumination, control cabinets and power cable connections.

Work No. 27b – The realignment of the M4 Junction 4b (M25) westbound off-slip commencing at grid reference 505816E; 178360N and terminating at grid reference 505270E; 178321N.

Work No. 28 – The widening of Sipson Road Subway to the south at the location shown on the works plans to accommodate Work No. 29d.

Work No. 29a – The realignment of the M4 Junction 4 (Heathrow) eastbound off-slip commencing at grid reference 506647E; 178535N and terminating at grid reference 507266E; 178591N.

Work No. 29b – The realignment of the M4 Junction 4 (Heathrow) eastbound on-slip commencing at grid reference 507862E; 178539N and terminating at grid reference 508509E; 178440N.

Work No. 29c – The realignment of the M4 Junction 4 (Heathrow) westbound off-slip commencing at grid reference 508250E; 178441N and terminating at grid reference 507651E; 178502N.

Work No. 29d – The realignment of the M4 Junction 4 (Heathrow) westbound on-slip commencing at grid reference 507455E; 177820N and terminating at grid reference 506556E; 178467N and such works including—

- (a) the construction of one no. MS3 signal cantilever gantry above the M4 over the M4 Heathrow spur northbound carriageway within the gantry siting location shown as “Gantry Type 6” on the works plans including gantry foundations, gantry structure, signals, control cabinets, power and communication cable connections; and
- (b) the construction of new signs and signals on 2 no. re-used portal gantries over the M4 Heathrow spur northbound carriageway within the gantry siting locations shown as “Re-used Gantry Type 7” on the works plans, including removal of existing signs and signals,

refurbishment of gantry structure, signs, signals, sign illumination, control cabinets and power and communication cable connections.

Work No. 30a – The realignment of the M4 Junction 3 (Hayes) eastbound off-slip commencing at grid reference 509823E; 178312N and terminating at grid reference 510070E; 178294N.

Work No. 30b – The realignment of the M4 Junction 3 (Hayes) westbound on-slip commencing at grid reference 510126E; 178245N and terminating at grid reference 509520E; 178311N

and in connection with such works and to the extent that they do not otherwise form part of any such work, and whether or not shown on the plans referred to in the requirements including—

- (a) the provision of up to 9 no. construction compounds in the areas shown on the works plans;
- (b) alteration of the layout of any street permanently or temporarily, including but not limited to increasing the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track or verge within the street; altering the level or increasing the width of any such kerb, footway, cycle track or verge; and reducing the width of the carriageway of the street;
- (c) ramps, means of access, footpaths, bridleways, cycle tracks, embankments, aprons, abutments, shafts, foundations, retaining walls, wing walls, bunds, embankments, swales, fencing, boundary treatments and highway lighting including the mounting of lighting columns on the rigid concrete barrier, subject to requirement 19;
- (d) street works, including breaking up or opening a street, or any sewer, drain or tunnel under it; tunnelling or boring under a street; works to place or maintain apparatus in a street; works to alter the position of apparatus, including mains, sewers, drains and cables;
- (e) the provision of thin surface course and carriageway markings;
- (f) diversion of utilities apparatus, including gas and water pipelines and electric cables;
- (g) earthworks, including the extension of earthworks;
- (h) retaining structures;
- (i) barriers;
- (j) refurbishment works to any existing bridge or gantry;
- (k) works to alter or remove road furniture;
- (l) works to alter the course of, or otherwise interfere with a watercourse;
- (m) water supply works, foul drainage provision, surface water management systems, and culverting;
- (n) landscaping and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised development;
- (o) the provision of environmental mitigation;
- (p) works for the benefit or protection of land affected by the authorised development;
- (q) the demolition of buildings and structures within the Order limits;
- (r) site preparation works, site clearance (including fencing, vegetation removal, demolition of existing structures and the creation of alternative footpaths); earthworks (including soil stripping and storage, site levelling);
- (s) works required for the strengthening, improvement, maintenance or reconstruction of any streets; and
- (t) such other works, including contractors' compounds, working sites, storage areas and works of demolition, as may be necessary or expedient for the purposes of or in connection with the construction of the authorised development.

PART 1

REQUIREMENTS

Interpretation

1. In this Schedule—

“CEMP” means the construction environmental management plan to be submitted and approved under requirement 8;

“EMP” means the environmental management plan to be submitted and approved under requirement 7;

“European protected species” has the same meaning as in regulations 40 (European protected species of animals) and 44 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2010(a); and

“HEMP” means the handover environmental management plan, being the CEMP to be developed towards the end of the construction of the authorised development which is to contain—

- (a) the environmental information needed for the future maintenance and operation of the authorised development;
- (b) the long-term commitments to aftercare, monitoring and maintenance activities relating to the environmental features and mitigation measures that will be required to ensure the continued long-term effectiveness of the environmental mitigation measures and the prevention of unexpected environmental impacts during the operation of the authorised development; and
- (c) a record of the consents, commitments and permissions resulting from liaison with statutory bodies.

Time limits

2. The authorised development must not commence later than the expiration of 5 years beginning with the date on which this Order comes into force.

Detailed design

3. Except where the authorised development is carried out in accordance with the plans listed in requirement 4, no part of the authorised development is to commence until details of the layout, scale, siting, design, dimensions and external appearance of Works Nos. 7a, 8c, 9b, 10c, 11c, 12e, 13c, 14c, 17, 19c, 20c, 22c, 24g, 24i and 25, earthworks and retaining structures comprised in the authorised development so far as they do not accord with the development shown in the plans listed in requirement 6 have been submitted to and approved by the Secretary of State, following consultation with the relevant planning authority and any relevant statutory authority. The authorised development must be carried out in accordance with the details shown in the plans listed in requirement 6 or approved under this requirement.

Gantry design

4. The gantries to be constructed described as Gantry Type 5 in Schedule 1 (authorised development) are to be designed in accordance with drawing 514451-MUH-ST-ZZ-DR-GN-301415 or drawing 514451-MUH-ST-ZZ-DR-GN-301416 of the engineering drawings and

(a) S.I. 2010/490, to which there are amendments not relevant to this Order.

sections, in accordance with details to be submitted to and approved by the Secretary of State following consultation with the relevant planning authority.

Carriageway surfacing

5.—(1) Where any carriageway comprised in Work No. 1a and 1b, or any slip road, is to be resurfaced as part of the authorised development, TSCS is to be provided unless otherwise approved by the Secretary of State. Any material approved by the Secretary of State as low noise surfacing must have similar noise reduction properties as TSCS.

(2) Any subsequent resurfacing of any carriageway or slip road referred to in sub paragraph (1) must be carried out using low noise surfacing material with similar (or improved) noise reduction properties to the TSCS unless otherwise approved by the Secretary of State following consultation with the relevant planning authority.

Engineering drawings, sections and other information

6.—(1) The authorised development must be carried out in accordance with the approved plans submitted with the application (unless otherwise approved by the Secretary of State, following consultation with the relevant planning authority and provided that the altered development accords with the principles of the engineering and design report (Application Document Reference No. 7.3) and falls within the Order limits) as listed in Schedule 12 (engineering drawings, sections and other information).

(2) Where any alternative details are approved under this requirement or requirements 3 (detailed design) or 20 (amendments to approved details), those details are deemed to be substituted for the corresponding details in the approved plans as listed in Schedule 12.

Environmental Management Plan

7.—(1) No part of the authorised development is to commence until an EMP, substantially in accordance with the outline EMP (Application Document Reference No. 6.3, Appendix 4.2), has been submitted to and approved by the Secretary of State, following consultation with the relevant planning authority and the Environment Agency.

(2) All construction work must be carried out in accordance with the approved EMP unless otherwise approved by the Secretary of State, following consultation with the relevant planning authority and the Environment Agency.

Construction Environmental Management Plan

8.—(1) No part of the authorised development is to commence until a CEMP, substantially in accordance with the outline CEMP (Application Document Reference No. 6.3, Appendix 4.2A), annexed to the outline EMP (Application Document Reference No. 6.3, Appendix 4.2) has been submitted to and approved by the Secretary of State, following consultation with the Environment Agency and the relevant planning authority.

(2) The construction of the authorised development must be carried out in accordance with the CEMP.

(3) Upon completion of construction of the authorised development the CEMP must be converted into the HEMP.

(4) The authorised development must be operated and maintained in accordance with the HEMP.

Implementation and maintenance of landscaping

9.—(1) No part of the authorised development is to commence until a landscaping scheme and programme has been submitted to and approved by the Secretary of State following consultation with the relevant planning authority.

(2) The landscaping scheme must reflect the mitigation measures included in the environmental masterplan annexed to the engineering and design report (Application Document Reference No. 7.3) and set out details of all proposed hard and soft landscaping works, including—

- (a) location, number, species (which must be native species), size and planting density of any proposed planting;
- (b) cultivation, importing of materials and other operations to ensure plant establishment;
- (c) details of existing trees to be retained, with measures for their protection during the construction period; and
- (d) a programme, which may relate to any part of the authorised development, or the whole, for the implementation of the landscaping scheme.

(3) All landscaping works must be carried out to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards or other recognised codes of good practice.

(4) The authorised development must be landscaped in accordance with the scheme and programme approved under sub-paragraph (1).

(5) Any tree or shrub planted as part of the landscaping scheme that, within a period of 5 years after planting, dies or becomes, in the opinion of the Secretary of State, seriously diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted, unless the Secretary of State gives consent to any variation.

Fencing

10. Any permanent and temporary fencing and other means of enclosure for the authorised development must be constructed and installed in accordance with Highways England's Manual of Contract Documents for Highway Works, Volume 1 – Specification for Highway Works (consolidated edition, November 2005, amended as at May 2014 or as subsequently amended), except where any departures from that manual are agreed by the Secretary of State, following consultation with the relevant planning authority.

Ecological mitigation

11. Ecological mitigation of the authorised development with respect to protected species, including the provision of any mammal underpasses or tunnels, set out in the environmental masterplan (Application Document Reference No. 7.4, Annex A) and the CEMP, must be provided in accordance with the principles of guidance in Highways England's Design Manual for Roads and Bridges, Volume 10, Section 4 (Volume 10, October 1994, amended as at May 2014 or as subsequently amended), as supported by additional guidance from the Institute of Ecology and Environmental Management, published ecological literature, and consultation with statutory and non-statutory nature conservation bodies, except where any departures from that guidance are agreed by the Secretary of State, following consultation with Natural England and the relevant planning authority.

Contaminated land and groundwater

12.—(1) No part of the authorised development is to commence until a geotechnical design report has been produced based on and including the results of ground investigation, which are to inform (where and to the extent necessary) a written scheme to deal with contaminated groundwater due to landfill (if any is identified within the report) and which has been submitted to and approved by the Secretary of State following consultation with the Environment Agency, the relevant water undertaker and the relevant planning authority.

(2) Any scheme to deal with contaminated groundwater produced in accordance with sub-paragraph (1) must be implemented as part of the authorised development.

(3) In the event that contaminated land, including groundwater, is found at any time when carrying out the authorised development which was not previously identified in the environmental

statement, the undertaker must cease construction of the authorised development in the vicinity of that contaminated land and must report it immediately to the Environment Agency, the relevant water undertaker, the relevant planning authority and the Secretary of State, and the undertaker must complete a risk assessment of the contamination.

(4) Where the Secretary of State determines that remediation is necessary, a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose must be submitted to and approved by the Secretary of State, following consultation with the Environment Agency, the relevant water undertaker and the relevant planning authority.

(5) No remedial work constituting a material operation (as defined in section 155 (when development begins) of the 2008 Act) in respect of contamination of any land, including groundwater, within the Order limits is to be carried out until the scheme for remediation has been approved under sub-paragraph (4).

(6) Remediation must be carried out in accordance with the scheme approved under sub-paragraph (4).

(7) In this requirement ‘relevant water undertaker’ means the water undertaker within the meaning of the Water Industry Act 1991^(a) for the land in question.

Protected species

13.—(1) No part of the authorised development is to commence until final pre-construction survey work for that part has been undertaken to establish whether European or nationally protected species are present on any of the land affected, or likely to be affected, by that part of the authorised development or in any of the trees and shrubs to be lopped or felled as part of the authorised development.

(2) Where a protected species is shown to be, or where there is a reasonable likelihood of it being, present, the relevant part of the authorised development must not begin until a scheme of protection and mitigation measures or translocation of the relevant species has been submitted to and approved by the Secretary of State, following consultation with Natural England.

(3) The relevant part of the authorised development must be carried out in accordance with the approved scheme, or with any amended scheme that may be subsequently approved by the Secretary of State, following consultation with Natural England, and under any necessary protected species licence.

(4) Monitoring of impacts on protected species and habitats prior to, during and after construction, together with the monitoring and management of mitigation measures, must be carried out as far as required to meet the protected species licence requirements.

(5) In the event that any protected species are found at any time when carrying out the authorised development which were not previously identified in the environmental statement—

- (a) the finding must be reported immediately to Natural England; and
- (b) no activities requiring a protected species licence are to continue until a scheme of protection and mitigation measures for the protected species has been submitted to, and approved by, Natural England and the Secretary of State.

Surface water drainage

14.—(1) No part of the authorised development is to commence until a surface and foul water drainage scheme has been submitted to and approved by the Secretary of State, following consultation with the relevant lead local flood authority and South East Water Limited. The surface and foul water drainage scheme must—

- (a) include a survey of the existing drainage system in the Order land to identify areas affected by the works where repair or replacement of existing drainage infrastructure is required; and

(a) 1991 c. 56.

- (b) reflect the mitigation measures in the drainage strategy report (Application Document Reference No. 7.5) and include means of pollution control.

(2) The surface and foul water drainage system must be constructed in accordance with the approved surface and foul water drainage scheme.

Archaeological remains

15.—(1) Any archaeological remains not previously identified which are revealed when carrying out the authorised development must be investigated and recorded and reported to the Secretary of State, Historic England and the relevant planning authority by means of a technical report identifying the location for the housing of any finds.

(2) No construction operations are to take place within 10 metres of such remains for a period of 14 days from the date of such notification unless otherwise agreed by the Secretary of State, following consultation with Historic England and the relevant planning authority.

(3) If the Secretary of State is of the view that the archaeological remains require further investigation, no construction operations are to take place within 10 metres of the remains until provision has been made for the further investigation and recording of the remains in accordance with details first submitted to, and approved by, the Secretary of State, following consultation with Historic England and the relevant planning authority.

Written scheme of investigation

16.—(1) No part of construction compound 5 is to be constructed or used until a programme of archaeological work including a written scheme of investigation has been submitted to and approved by the relevant planning authority. The written scheme of investigation must include—

- (a) a programme and methodology of site investigation and recording;
- (b) a programme for post investigation assessment;
- (c) provision for analysis of the site investigation recording;
- (d) provision for publication and dissemination of the analysis and records of the site investigation;
- (e) provision to be made for archive deposition of the analysis and records of the site investigation; and
- (f) nomination of a competent person or organisation to undertake the work set out within the written scheme of investigation.

(2) Construction compound 5 is not to be constructed or used other than in accordance with the written scheme of investigation approved under sub-paragraph (1).

(3) The site investigation and post investigation assessment is to be completed in accordance with the programme set out in the written scheme of investigation approved under sub-paragraph (1).

Buildings at risk

17. No part of the authorised development is to be carried out in the vicinity of any buildings assessed to be at risk in the environmental statement or in the opinion of the relevant planning authority without first notifying the relevant planning authority.

Construction traffic management

18.—(1) No part of the authorised development is to commence until a construction traffic management plan, detailing traffic management measures during construction of the authorised development and substantially in accordance with the outline construction traffic management plan annexed to the outline CEMP (Application Document Reference No. 6.3, Appendix 4.2A, Annex E), has been submitted to and approved by the Secretary of State, following consultation with the relevant planning authority.

- (2) The authorised development must be constructed in accordance with the approved details.

Permanent lighting

19.—(1) No permanent lighting forming part of the authorised development is to be installed until a written lighting scheme has been submitted to and approved by the Secretary of State, following consultation with the relevant planning authority.

- (2) The authorised development must be constructed in accordance with the approved scheme.

(3) Lighting installed as part of the authorised development must not be more than 1 metre higher than the existing lighting columns.

Amendments to approved details

20. With respect to any requirement which requires the authorised development to be carried out in accordance with any details or scheme approved under this Schedule, the approved details or scheme are to be taken to include any amendments that may subsequently be approved.

Control of noise during construction of the scheme

21.—(1) No part of the authorised development is to commence until a written scheme for noise management during construction of the authorised development has been submitted to and approved by the Secretary of State, following consultation with the relevant planning authority.

- (2) The scheme is to set out the particulars of—

- (a) the reasonable noise management measures to be taken in relation to noise resulting from the construction of the scheduled works; and
- (b) measures for monitoring noise levels during construction of the scheduled works to ensure compliance with the scheme and the effectiveness of the management measures.

(3) The scheduled works must be undertaken in accordance with the approved noise management scheme.

Acoustic barriers

22.—(1) No part of the authorised development is to commence until details of a scheme to install or replace acoustic barriers in the locations shown on the environmental masterplan (Application Document Reference No. 7.4, Annex A) contained within the environmental statement has been submitted to and approved by the Secretary of State, following consultation with the relevant planning authority.

(2) The acoustic barriers installed in accordance with the scheme approved in sub-paragraph (1) must—

- (a) match adjacent retained acoustic barriers so far as possible; and
- (b) be compliant with any engineering requirements governing the form of acoustic barriers which may be installed.

(3) Where the barriers as shown on the environmental masterplan are found not to be fit for purpose as acoustic barriers of equivalent standard to the requirements for acoustic barriers set out in the Specification for Highway Works CI.2504, or as amended, whether by reason of—

- (a) their state of repair; or
- (b) their original design,

the scheme referred to in sub-paragraph (1) is to provide for their removal and replacement with acoustic barriers consistent with the requirements for acoustic barriers set out in the Specification for Highway Works CI.2504, or as amended.

(4) The scheme approved under sub-paragraph (1) must be implemented before operation of the authorised development commences and maintained in accordance with the details of the approved scheme, unless the Secretary of State agrees, following consultation with the relevant

planning authority, that any acoustic barrier comprised in the approved scheme no longer needs to be maintained.

Flood risk

23.—(1) No scheduled works within Flood Zone 3 as shown on annex H to the flood risk assessment are to commence until a detailed scheme of compensation works for the effects of the authorised development upon flood risk in Flood Zone 3 (“flood compensation scheme”) has been submitted to and approved by the Secretary of State, following consultation with the Environment Agency and the relevant planning authority.

(2) The flood compensation scheme must ensure that compensation works—

- (a) are carried out in accordance with the outline flood compensation scheme shown on drawing TR010019-2.3-v-20 sheets 1 to 13; or
- (b) where alternate mitigation works or measures not detailed in the flood risk assessment are proposed, demonstrate that the works or measures are at least as effective as those set out in paragraph (a).

(3) The flood compensation scheme must ensure that compensation works provide sufficient compensation to ensure that the authorised development will not increase flood risk for all events up to and including the 1% annual exceedance probability plus a 20 per cent allowance for climate change.

(4) The flood compensation scheme must provide for phasing of the provision of flood risk compensation in accordance with any phasing of the construction of the authorised development.

(5) The authorised development and the flood compensation scheme must be implemented in accordance with the details approved under sub-paragraph (1).

(6) No part of the Order land situated in Flood Zone 3 plus a 20 per cent allowance for climate change is to be used for storage, except as shown on annex H to the flood risk assessment.

Biodiversity management strategy

24.—(1) No part of the authorised development is to commence until a written strategy of biodiversity management measures has been submitted to and approved by the Secretary of State following consultation with the Environment Agency, Natural England and the relevant planning authority.

(2) The biodiversity management strategy is to include—

- (a) provision of otter ledges within culverts affected by the authorised development;
- (b) provision of otter fencing at those locations shown on the environmental masterplan (Application Document Reference No. 7.4, Annex A);
- (c) provision of bat boxes at appropriate locations within the Order limits together with arrangements for their monitoring and maintenance by local bat groups or others;
- (d) the removal or management of invasive non-native species within the Order limits; and
- (e) maximising the biodiversity potential of any soft landscaping to be provided as part of the authorised development through detailed design.

(3) The approved strategy and any measures under it must be implemented during construction and operation of any part of the authorised development.

Road restraint standard

25. Any verge mounted road restraints to be provided as part of the authorised development must be constructed and installed in accordance with Highways England’s Requirement for Road Restraint Systems, TD 19/06 (Design Manual for Roads and Bridges, August 2006, or as amended) except where any departures from that standard are agreed by the Professional Technical Solutions directorate of Highways England.

Air quality monitoring and management

26.—(1) No part of the authorised development is to commence until the undertaker has prepared a monitoring scheme for Nitrogen Dioxide (“NO₂”). The monitoring scheme must—

- (a) be prepared in consultation with the relevant local authorities (“the air quality authorities”) for those Air Quality Management Areas in which the authorised development is located where both a change in air quality in excess of 0.4µg/m³ is predicted in the environmental statement, and where annual mean concentrations are above the national air quality objective value;
- (b) set out the location and specification for operation and data provision for any monitors to be installed in line with guidance on air quality monitoring issued by the Department for Environment, Food and Rural Affairs from time to time (but the duplication of existing monitoring is not required where its data is available); and
- (c) provide for the monitors to—
 - (i) be installed during the construction period of the authorised development;
 - (ii) be operated from the opening of the authorised development for public use; and
 - (iii) remain in place for a period of 3 years or until the monitoring shows a continuous period of 12 months in which there is no exceedance of the annual national air quality objective for the NO₂ monitored, whichever is the longer (“the monitoring period”).

(2) During the monitoring period, the undertaker must make all data obtained from the monitors available to the air quality authorities.

(3) The monitoring data must be accompanied by a review undertaken by a firm of air quality experts appointed by the undertaker in consultation with the air quality authorities and submitted at 12-monthly intervals during the monitoring period. If any such review demonstrates in the opinion of the appointed firm of experts that the authorised development has materially worsened air quality where there are exceedances of national air quality objectives, the undertaker must—

- (a) consult with the air quality authorities on a scheme of mitigation (including a programme for its implementation) within 6 months of the data review, taking into consideration any local air quality action plans adopted by each air quality authority as part of its local air quality management duties;
- (b) submit the scheme of mitigation to the Secretary of State for approval within 1 month of concluding its consultation with the air quality authorities; and
- (c) implement the scheme of mitigation in accordance with the programme contained in the scheme of mitigation following approval by the Secretary of State.

(4) Before considering whether to approve the scheme of mitigation, the Secretary of State must consult the air quality authorities and take into consideration any local air quality action plans adopted by an air quality authority as part of its local air quality management duties.

PART 2

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Applications made under requirement

27.—(1) Where an application has been made to the Secretary of State for any consent, agreement or approval required by a requirement (including agreement or approval in respect of part of a requirement) included in the Order, the Secretary of State must give notice to the undertaker of its decision on the application within a period of 8 weeks beginning with—

- (a) the day immediately following that on which the application is received by the Secretary of State;

- (b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or
- (c) such longer period as may be agreed between the parties.

(2) Subject to sub-paragraph (3), in the event that the Secretary of State does not determine an application within the period set out in sub-paragraph (1), the Secretary of State is taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(3) Where—

- (a) an application has been made to the Secretary of State for any consent, agreement or approval required by a requirement included in this Order; and
- (b) the Secretary of State does not determine such application within the period set out in sub-paragraph (1); and
- (c) the application is accompanied by a statement that the subject matter of the application is likely to give rise to any materially new or materially worse environmental effects in comparison with those reported in the environmental statement,

then the application is taken to have been refused by the Secretary of State at the end of that period.

(4) With respect to any requirement that requires details to be submitted to the Secretary of State for approval under this Schedule, the details must be accompanied by a statement as to whether the subject matter of the application is likely to give rise to any new or materially worse environmental effects in comparison with those reported in the environmental statement.

Further information

28.—(1) In relation to any part of an application made under this Schedule, the Secretary of State may request such further information from the undertaker as is necessary to enable the Secretary of State to consider the application.

(2) In the event that the Secretary of State considers such further information to be necessary the Secretary of State must, within 21 business days of receipt of the application, notify the undertaker in writing specifying the further information required and (if applicable) to which part of the application it relates. In the event that the Secretary of State does not give such notification within this 21 business-day period the Secretary of State is deemed to have sufficient information to consider the application and is not subsequently entitled to request further information without the prior agreement of the undertaker.

(3) 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 27 and in this paragraph.

Register of requirements

29.—(1) The undertaker must, as soon as practicable, following the making of this Order, establish and maintain in an electronic form suitable for inspection by members of the public a register of those requirements contained in Part 1 of this Schedule that provide for further approvals to be given by the Secretary of State.

(2) The register must set out in relation to each such requirement the status of the requirement, in terms of whether any approval to be given by the Secretary of State has been applied for or given, providing an electronic link to any document containing any approved details.

(3) The register must be maintained by the undertaker for a period of 3 years following completion of the authorised development.

Details of consultation

30.—(1) With respect to any requirement which requires details to be submitted to the Secretary of State for approval under this Schedule, the details submitted must be accompanied by a summary report setting out the consultation undertaken by the undertaker to inform the details submitted and the undertaker's response to that consultation.

(2) At the time of submission to the Secretary of State for approval, the undertaker must provide a copy of the summary report referred to under sub-paragraph (1) to the relevant consultees referred to in the requirement in relation to which approval is being sought from the Secretary of State.

(3) The undertaker must ensure that any consultation responses are reflected in the details submitted to the Secretary of State for approval under this Schedule, but only where it is appropriate, reasonable and feasible to do so, taking into account considerations including, but not limited to, cost and engineering practicality.

(4) Where the consultation responses are not reflected in the details submitted to the Secretary of State for approval, the undertaker must state in the summary report referred to under sub-paragraph (1), the reasons why the consultation responses have not been reflected in the submitted details.

SCHEDULE 3

Article 13

PERMANENT STOPPING UP OF STREETS FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

(1) <i>Area</i>	(2) <i>Street to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New street to be substituted</i>
<i>Rights of Way and Access Plans – Sheet 1</i>			
In the parish of Bray; in the unitary authority of Royal Borough of Windsor and Maidenhead	A330 Ascot Road	From a point starting 132 metres to the north east of (A330) Ascot Road's junction with the access road to Moor Farm, continuing in a general northerly direction for a distance of 410 metres	Reference 1–A To be substituted by a length of new highway from a point 180 metres south of Willow Drive and extending generally in a southerly direction for a distance of 420 metres
	Reference 1–a Access to properties known as Ashley and Brambles from the A330 Ascot Road, located 185 metres north east of the junction with the access road to Moor Farm	The whole access	Reference 1–1 Replacement of access to premises known as Ashley & Brambles from the A330 Ascot Road, located 185 metres north east of the junction with the access road to Moor Farm

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New street to be substituted</i>
	Reference 1–b Access to Philberds Lodge from the A330 Ascot Road, located 185 metres north east of the junction with the access road to Moor Farm	The whole access	Reference 1–2 Replacement of access to Philberds Lodge from the A330 Ascot Road, located 185 metres north east of the junction with the access road to Moor Farm
	Reference 1–c Access to existing hardstanding area from the A330 Ascot Road, located 120 metres south of the junction with Willow Drive	The whole access	Reference 1–3 Replacement of access to existing hardstanding area from the A330 Ascot Road, located 120 metres south of the junction with Willow Drive
<i>Rights of Way and Access Plans – Sheet 2</i>			
In the parish of Bray; in the unitary authority of the Royal Borough of Windsor and Maidenhead	Monkey Island Lane	From a point starting 105 metres to the south east of Monkey Island Lane's junction with Old Mill Lane continuing in a general south easterly direction for a distance of 260 metres	Reference 2–A To be substituted by a length of new highway from a point 120 metres to the south east of the junction with Old Mill Lane extending generally in a south westerly direction for a distance of 275 metres
	Reference 2–a Access to field and development plot from Monkey Island Lane, located 93 metres south east of the junction with Old Mill Lane	The whole access	Reference 2–1 Replacement of access to field and development plot from Monkey Island Lane, located 93 metres south east of the junction with Old Mill Lane

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New street to be substituted</i>
	Public right of way; Bray 74/1 Monkey Island Lane and Thames Bray Bridge	From a point starting at its intersection with Monkey Island Lane and continuing in a south easterly direction for a distance of 160 metres and continuing in a generally easterly direction for a distance of 360 metres	To be substituted by a new public right of way starting at a point from its intersection with Monkey Island Lane and continuing in a south easterly direction for a distance of 160 metres and continuing within the highway boundary of the motorway realignment and bridge works in a generally easterly direction for a distance of 360 metres
In the parishes of Dorney and Taplow; in the district of South Bucks in the County of Buckinghamshire	Local cycle route (Thames Bray Bridge – northern side)	From a point at the eastern end of public right of way Bray 74/1 (eastern edge of the Thames Bray Bridge) and continuing in generally an easterly direction for a distance of 390 metres	To be substituted by a new local cycle route within the highway boundary of the motorway realignment and bridge works, commencing from the eastern end of public right of way Bray 74/1 (eastern edge of the Thames Bray Bridge) and continuing in generally an easterly direction for a distance of 390 metres
In the parish of Dorney and Taplow; in the district of South Bucks in the County of Buckinghamshire	Marsh Lane Reference 2–b Access to field from Marsh Lane, located 25 metres to the north west of the junction with Oak Stubbs Lane	The whole access	Reference 2–2 Replacement of access to field from Marsh Lane, located 25 metres to the north west of the junction with Oak Stubbs Lane

(1) <i>Area</i>	(2) <i>Street to be stopped up</i>	(3) <i>Extent of stopping up</i>	(4) <i>New street to be substituted</i>
	Public right of way: DOR 22/1	A length commencing 115 metres from the northern end of Old Stubbs Lane and extending for a distance of 105 metres in generally a south easterly direction initially before 'zig-zagging' up the embankment to its intersection with Marsh Lane	To be substituted by a new public right of way commencing 115 metres from the northern end of Old Stubbs Lane and extending for a distance of 105 metres in generally a south easterly direction initially before 'zig-zagging' up the embankment to its intersection with Marsh Lane; on an alignment compatible with the overbridge replacement and the alteration works
	Public right of way: DOR 23/1 – (West and East of Marsh Lane)	A length commencing 134 metres from its connection with Old Marsh Lane and extending for a distance of 90 metres measured along the existing path up to its intersection with Marsh Lane, and continuing for a further 100 metres across Marsh Lane carriageway and along the path leading to and also within Glebe Close	To be substituted by a new public right of way commencing 134 metres from its connection with Old Marsh Lane and extending for a distance of 90 metres in a northerly and then southerly direction up to its intersection with Marsh Lane; continuing for a further 100 metres across Marsh Lane carriageway and along the path leading to and also within Glebe Close; all on an alignment compatible with Marsh Lane overbridge replacement and alteration works

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New street to be substituted</i>
<i>Rights of Way and Access Plans – Sheet 3</i>			
In the parishes of Cippenham St Andrew and Dorney; in the district of South Bucks in the County of Buckinghamshire	Lake End Road	From a point starting 217 metres to the north of Lake End Road's junction with Ashford Lane continuing in a generally northerly direction for a distance of 285 metres	Reference 3–A To be substituted by a length of new highway from a point 217 metres to the north of Lake End Road's junction with Ashford Lane extending generally in a northerly direction for a distance of 295 metres
	Reference 3–a Access to business premises (materials recycling centre) and donkey sanctuary from Lake End Road, located 160 metres north of the junction with Ashford Lane	The whole access	Reference 3–1 Replacement of access to business premises (materials recycling centre) and donkey sanctuary from Lake End Road, located 160 metres north of the junction with Ashford Lane
	Reference 3–b Access to premises known as Four Elms and The Tithe Barn from Lake End Road, located 148 metres north of the junction with Huntercombe Lane South	The whole access	Reference 3–2 Replacement of access to premises known as Four Elms and The Tithe Barn from Lake End Road, located 148 metres north of the junction with Huntercombe Lane South
	Reference 3–c Access to field from Lake End Road, located 178 metres north of the junction with Huntercombe Lane South	The whole access	Reference 3–3 Replacement access to field from Lake End Road, located 178 metres north of the junction with Huntercombe Lane South

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New street to be substituted</i>
<i>Rights of Way and Access Plans – Sheet 4</i>			
In the parish of Cippenham St Andrew; in the unitary authority of Slough Borough Council	Public right of way; Slough 49 (Part of Oldway Lane)	A length commencing 80 metres to the south of its junction with Moor Furlong and extending along the existing track, in generally a southerly direction for a distance of 265 metres	To be substituted by a new public right of way within the highway boundaries of the overbridge replacement and alteration works, commencing 80 metres to the south of its junction with Moor Furlong and extending generally in a southerly direction for a distance of 265 metres
	Public right of way; Slough 14/5	A length commencing at its intersection with Slough 49 and extending for a distance of 80 metres in a northerly direction initially before returning southwards	To be substituted by a new public right of way commencing at its intersection with Slough 49 and extending for a distance of 80 metres in a northerly direction initially before returning southwards; on an alignment compatible with the overbridge replacement and alteration works
	Public right of way; Slough 9	A length commencing at its intersection with Slough 49 and extending for a distance of 43 metres in a northerly direction	To be substituted by a new public right of way commencing at its intersection with Slough 49 and extending for a distance of 43 metres in a northerly direction; on an alignment compatible with the overbridge replacement and alteration works

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New street to be substituted</i>
<i>Rights of Way and Access Plans – Sheet 5</i>			
In the parish of Cippenham St Andrew; in the unitary authority of Slough Borough Council	Wood Lane	From a point commencing 30 metres from the southern side of Wood Lane's junction with the access road (also known as Wood Lane) to Thames Water's treatment plant and extending in a generally north easterly direction for a distance of 230 metres	Reference 5–A To be substituted by a length of new highway from a point 32 metres from the southern side of Wood Lane's junction with the access road (also known as Wood Lane) to Thames Water's treatment plant extending in a generally north easterly direction for a distance of 305 metres
	Reference 5–a Access to premises numbered 26 to 32 in the Wood Lane cul-de-sac located 170 metres to the south west of the entrance to Thames Water's Sewage Treatment Plant	The whole access	Reference 5–1 Replacement access to premises numbered 26 to 32 in the Wood Lane cul-de-sac located 170 metres to the south west of the entrance to Thames Water's Sewage Treatment Plant
	Reference 5–b Access serving the Pipeline Station, other premises and public right of way, Slough 17 located 7 metres south of the Wood Lane cul-de-sac serving properties numbered 26 to 32	The whole access	Reference 5–2 Replacement access serving the Pipeline Station, other premises and public right of way, Slough 17 located 7 metres south of the Wood Lane cul-de-sac serving properties numbered 26 to 32
	Reference 5–c Access forming part of Wood Lane directly adjacent to the Wood Lane cul-de-sac serving properties numbered 26 to 32	The whole access	Reference 5–3 Replacement access forming part of Wood Lane directly adjacent to the Wood Lane cul-de-sac serving properties numbered 26 to 32

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New street to be substituted</i>
	Reference 5–d Access forming part of Wood Lane adjacent to properties numbered 18 and 16 located 25 metres north east of the Wood Lane cul-de-sac serving properties numbered 26 to 32	The whole access	Reference 5–4 Replacement access forming part of Wood Lane adjacent to properties numbered 18 and 16 located 25 metres north east of the Wood Lane cul-de-sac serving properties numbered 26 to 32
	Public right of way; Slough 14/1	A length commencing at its intersection with Wood Lane and extending for a distance of 103 metres in a generally westerly direction	To be substituted by a new public right of way for a length commencing at its intersection with Wood Lane and extending for a distance of 103 metres in a generally westerly direction; on an alignment compatible with the overbridge replacement and alteration works
	Public right of way; Slough 17	A length commencing from the southern side of Wood Lane's junction with the access road (also known as Wood Lane) to Thames Water Sewage Treatment Plant and extending in a generally north easterly direction for a distance of 515 metres	To be substituted by a new public right of way within the highway boundaries of the realigned Wood Lane, commencing from the southern side of Wood Lane's junction with the access road (also known as Wood Lane) to Thames Water Sewage Treatment Plant and extending in a generally north easterly direction for a distance of 515 metres
<i>Rights of Way and Access Plans – Sheet 6</i>			
None			

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New street to be substituted</i>
<i>Rights of Way and Access Plans – Sheet 7</i>			
In the parishes of Datchet and Upton-cum-Chalvey; in the unitary authorities of the Royal Borough of Windsor and Maidenhead Council and also Slough Borough Council	Datchet Road	From a point commencing 94 metres south of the entrance to The Mere off Datchet Road and extending in generally a southerly direction for a distance of 358 metres	Reference 7–A To be substituted by a length of new highway from a point commencing 90 metres south of the entrance to The Mere off Datchet Road and extending in generally a southerly direction for a distance of 358 metres and in addition a bus bay extending over a length of 60 metres commencing at a distance of 490 metres from the entrance to The Mere
	Reference 7–a Access to premises known as Upton Court Park from the eastern side of Datchet Road, located 46 metres south of the entrance to The Mere	The whole access	Reference 7–1 Replacement of access to premises known as Upton Court Park from the eastern side of Datchet Road, located 46 metres south of the entrance to The Mere
	Public right of way; Slough 78		New public right of way commencing at the eastern end of existing path forming Slough 78 at Datchet Road and extending for a distance of 18 metres in an easterly direction to connect with the realigned Datchet Road
In the parishes of Datchet and Upton-cum-Chalvey; in the unitary authorities of the Royal Borough of Windsor and Maidenhead Council	Public right of way; DATC 1/1 (includes part of National Cycle Route 61) (Recreation Ground Bridge)	A length commencing from Datchet Road (B376) and extending for a distance of 265 metres in a generally north easterly direction	New public right of way within the highway boundary of the overbridge replacement and alteration works, commencing from Datchet Road (B376) and extending for a distance of 265 metres in a generally north easterly direction

<i>(1) Area</i>	<i>(2) Street to be stopped up</i>	<i>(3) Extent of stopping up</i>	<i>(4) New street to be substituted</i>
<i>Rights of Way and Access Plans – Sheet 8</i>			
In the parish of Datchet; in the unitary authorities of the Royal Borough of Windsor and Maidenhead Council	Riding Court Road	From a point commencing 143 metres north of Riding Court Road's junction with London Road (B470) and extending, generally in a north easterly direction for a distance of 183 metres	Reference 8–A To be substituted by a length of new highway commencing 180 metres north of Riding Court Road's junction with London Road (B470) and extending, generally in a north easterly/easterly direction for a distance of 176 metres and in addition a length of new highway 20 metres in length to the east of the improved junction (at northern kerb line)
<i>Rights of Way and Access Plans – Sheet 9</i>			
In the parish of Iver; in the unitary authority of Slough Borough Council and the district of South Bucks in the County of Buckinghamshire	Reference 9–a Access to business interests at Old Slade Lake, operated by Boyer Fishing; commencing at the connection with public right of way IVE 20/3 and extending for a length of 305 metres in generally a southerly/south westerly direction	The extent of access described and shown on the Rights of Way and Access Plans	Reference 9–1 Replacement of access to business interests at Old Slade Lake, operated by Boyer Fishing; commencing at the connection with public right of way IVE 20/3 and extending for a length of 305 metres in generally a southerly/ south westerly direction: on an alignment compatible with the overbridge replacement and alteration works
	Public right of way; Colnbrook with Poyle 2 (Old Slade Lane)	A length commencing at its junction with public right of way Colnbrook with Poyle 6 and extending in an east to northerly direction for a distance of 305 metres	New public right of way commencing at its junction with existing public right of way Colnbrook with Poyle 6 and extending in an east to northerly direction for a distance of 305 metres; on an alignment compatible with the overbridge replacement and alteration works

(1) Area	(2) Street to be stopped up	(3) Extent of stopping up	(4) New street to be substituted
<i>Rights of Way and Access Plans – Sheet 10</i>			
None			

SCHEDULE 4

Article 14

TEMPORARY STOPPING UP OF STREETS

(1) Area	(2) Street to be temporarily stopped up	(3) Extent of temporary stopping up
<i>Rights of Way and Access Plans – Sheet 1</i>		
None		
<i>Rights of Way and Access Plans – Sheet 2</i>		
In the parish of Bray; in the unitary authority of the Royal Borough of Windsor and Maidenhead	Public right of way; Bray 75/1 Monkey Island Lane and Thames Bray Bridge	From a point starting at its intersection with Monkey Island Lane and continuing in a north westerly direction for a distance of 140 metres then continuing in a generally easterly direction for a distance of 355 metres
In the parishes of Dorney; in the district of South Bucks in the County of Buckinghamshire	Public right of way; DOR 18/5 Thames Bray Bridge	From a point in-line with the southern edge of the existing bridge carrying the M4 motorway and continuing generally north westwards for a distance of 50 metres
In the parishes of Taplow; in the district of South Bucks in the County of Buckinghamshire	Public right of way; TAP 16/4 Thames Bray Bridge	From a point 50 metres (generally north eastwards) from the southern edge of the existing bridge carrying the M4 motorway and continuing generally north westwards for a distance of 30 metres
In the parishes of Dorney and Taplow; in the district of South Bucks in the County of Buckinghamshire	Part of Marsh Lane.	A length commencing 33 metres to the north west of its junction with Oak Stubbs Lane and extending along the existing highway for a distance of 310 metres
<i>Rights of Way and Access Plans – Sheet 3</i>		
None		

<i>(1) Area</i>	<i>(2) Street to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
<i>Rights of Way and Access Plans – Sheet 4</i>		
In the parishes of Cippenham St Andrew; in the unitary authority of Slough Borough Council	Public right of way; Slough 14/5	Existing path for a length of 15 metres commencing at a point measuring 80 metres from its intersection with Slough 49 along the existing path in an easterly/northerly direction initially before returning southwards
	Public right of way; Slough 9	Existing path for a length of 48 metres commencing at a point measuring 42 metres from its intersection with Slough 49 along the existing path in a north westerly direction
<i>Rights of Way and Access Plans – Sheet 5</i>		
None		
<i>Rights of Way and Access Plans – Sheet 6</i>		
In the parish of Upton-cum- Chalvey; in the unitary authorities of Slough Borough Council and Royal Borough of Windsor and Maidenhead Council	Public right of way: Slough 32 Windsor Rail	From a point commencing 44 metres to the south west of the western side of the rail level crossing and extending along the existing path in a south westerly direction for a distance of 130m
	Public right of way: Local cycle route – Chalvey High Street to Jubilee River (east) Windsor Rail	From a point commencing 30 metres to the south west of the eastern side of the rail level crossing and extending along the existing path in generally a south westerly direction for a distance of 125 metres
	Public right of way: Local cycle route – Chalvey High Street to Jubilee River (west) Windsor Rail	From a point at its intersection with private right of way Slough 32 at Windsor Branch Railway Bridge and extending along the existing path in generally a western direction for a distance of 625 metres up to the connection with National Cycle Route 62

<i>(1) Area</i>	<i>(2) Street to be temporarily stopped up</i>	<i>(3) Extent of temporary stopping up</i>
	Public right of way: Slough 33A Windsor Rail	From a point commencing 30 metres to the south west of the eastern side of the rail level crossing and extending along the existing path, initially in a south westerly direction before changing direction generally to the east for a distance, overall, of 215 metres
<i>Rights of Way and Access Plans – Sheet 7</i>		
In the parishes of Datchet and Upton-cum-Chalvey; in the unitary authorities of Slough Borough Council and Royal Borough of Windsor and Maidenhead Council	Public rights of way; Slough 78 Datchet Road	A length commencing at the eastern side of the turning area at the northern end of The Myrke and extending for 168 metres along the existing path, generally easterly on a zig-zag alignment to connect with Datchet Road
<i>Rights of Way and Access Plans – Sheet 8</i>		
None		
<i>Rights of Way and Access Plans – Sheet 9</i>		
In the parish of Iver; in the unitary authority of Slough Borough Council and the district of South Bucks in the County of Buckinghamshire	Public right of way; IVE 20/3	A length commencing at its connection with Old Slade Lane and extending in a southerly and westerly direction for a distance of 190 metres
	Public right of way: IVE 31/2	A length commencing 9 metres from the eastern edge of the carriageway of Old Slade Lane at a distance of 105 metres north west of IVE 20/3 intersection with Old Slade Lane and continuing for a distance of 195 metres along the existing path in a south easterly/easterly direction

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street to be temporarily stopped up</i>	<i>(3)</i> <i>Extent of temporary stopping up</i>
<i>Rights of Way and Access Plans – Sheet 10</i>		
In the parish Colnbrook; in the unitary authority of Slough Borough Council	Public right of way; Slough 9 Langley Interchange	Total length of existing path carried by ramps, footbridge and subway commencing from the end (at ground level) of the spiral access ramp on the southern side of the roundabout forming part of Junction 5 of the M4 to the end (at ground level) of the spiral ramp on the northern side of the roundabout
In the parish of Colnbrook; in the unitary authority of Slough Borough Council	Public right of way; Slough 8 Site Compound	A length commencing at a point located 14 metres south of the access to Colnbrook Landfill Site at the eastern edge of the existing footway along the eastern side of Sutton Lane, for a distance of 190 metres along the existing path up to its intersection with the existing fence line along the northern side of London Road (A4) at a location 118 metres east of the junction with Sutton Lane

SCHEDULE 5

Article 22(2)

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

<i>(1)</i> <i>Plot reference number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>
<i>Land Plans – Sheet 2</i>	
02–20, 02–22, 02–23, 02–25	At river level: permanent access for inspection and maintenance of the bridge
<i>Land Plans – Sheet 19</i>	
19-19, 19-19b, 19-20, 19-20a, 19-25, 19-27, 19-28a, 19-30, 19-30a, 19-33, 19-33a, 19-35, 19-35a, 19-37, 19-37a, 19-38, 19-39	At river level: permanent access for inspection and maintenance of the bridge.
19–80	At river level and river bank level: permanent access for inspection and maintenance of the bridge.

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973^(a) has effect subject to the modifications set out in sub-paragraphs (2) and (3).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 4—

- (a) for “land is acquired or taken” substitute “a right over land is purchased”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable”.

(3) For section 58(1)^(b) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 (other provisions as to divided land) of the 1965 Act as substituted by paragraph 5, substitute—

“(1) In determining under section 8(1) or 34(2) of the Compulsory Purchase Act 1965, or section 166(2) of the Town and Country Planning Act 1990 whether—

- (a) a right over land consisting of a house, building or manufactory can be taken without material detriment or damage to the house, building or manufactory; or
- (b) a right over affecting land consisting of a park or garden belonging to a house can be taken without seriously affecting the amenity or convenience of the house,

the Upper Tribunal must take into account not only the effect of the acquisition of the right but also the use to be made of the right proposed to be acquired, and, in a case where the right is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and the use to be made of the other land.”

Application of the 1965 Act

3.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land are read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired; or
- (b) the land over which the right is or is to be exercisable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 (compulsory purchase under the Acquisition of Land Act of 1946) of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right with the modifications specified in the following provisions of this Schedule.

4. For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

(a) 1973 c. 26.

(b) Section 58(1) was amended by section 16(3) of, and Schedule 5 to, the Compulsory Purchase (Vesting Declarations) Act 1981 (c. 66), section 4 of, and paragraph 29(1) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2009/1307.

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard is to be had not only to the extent (if any) to which the value of the land over which the right is to be acquired is depreciated by the acquisition of the right but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”

5. For section 8 (provisions as to divided land) of the 1965 Act substitute—

“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”)—

- (a) a question of disputed compensation in respect of the purchase of the right would apart from this section fall to be determined by the Upper Tribunal (“the tribunal”); and
- (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—
 - (i) where that land consists of a house, building or manufactory, that the right cannot be purchased without material detriment to that land; or
 - (ii) where that land consists of such a park or garden, that the right cannot be purchased without seriously affecting the amenity or convenience of the house to which that land belongs,

the M4 Motorway (Junctions 3 to 12) (Smart Motorway) Development Consent Order 2016^(a) (“the Order”), in relation to that person, ceases to authorise the purchase of the right 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.

(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 is to be determined by the tribunal.

(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.”

6. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) (owners under incapacity) of Schedule 1;
- (c) paragraph 2(3) (absent and untraced owners) of Schedule 2; and
- (d) paragraphs 2(3) and 7(2) (common land) of Schedule 4,

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired is vested absolutely in the acquiring authority.

(a) S.I. 2016/863.

7. Section 11(a) (powers of entry) of the 1965 Act is modified so as to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right (which is deemed for this purpose to have been created on the date of service of the notice); and sections 12(b) (penalty for unauthorised entry) and 13(c) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

8. Section 20(d) (protection for interests of tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right in question.

9. Section 22 (interests omitted from purchase) of the 1965 Act is modified so as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired, subject to compliance with that section as respects compensation.

SCHEDULE 7

Article 28

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1) <i>Location</i>	(2) <i>Plot reference number(s) shown on Land Plans</i>	(3) <i>Purpose for which temporary possession may be taken</i>	(4) <i>Relevant part of the authorised development</i>
<i>Land Plans - Sheet 2</i>			
Section 1. District of West Berkshire	02-16, 02-17, 02-18	At railway level: temporary land required for access for inspection and possible refurbishment of bridge	1a, 1b, 2a, 2b
Section 1. District of West Berkshire	02-02a, 02-05	Land within existing highway boundary used for access to Scheme construction site and construction compound including traffic management	All works within Schedule 1

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- (a) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1) and S.I. 2009/1307.
- (b) Section 12 was amended by section 56(2) of, and part 1 of Schedule 9 to, the Courts Act 1971 (c. 23).
- (c) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).
- (d) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
Section 1. District of West Berkshire	02-20, 02-20a, 02-20b, 02-22, 02-22a, 02-22b, 02-23, 02-23a, 02-23b, 02-25, 02-25a, 02-25b	At river and river bank level: temporary use for inspection and possible refurbishment of bridge	1a, 1b
Section 1. District of West Berkshire	02-08, 02-12	Temporary land required for use as construction compound	All works within Schedule 1
Section 1. District of West Berkshire	02-09, 02-10, 02-11	Temporary land required for use for access to construction compound	All works within Schedule 1
<i>Land Plans - Sheet 3</i>			
Section 1. District of West Berkshire	03-07, 03-12	Temporary use for improvement and realignment of sliproads including traffic management and cross carriageway ducting	3a, 3b, 3c, 3d
<i>Land Plans - Sheet 4</i>			
Section 1. District of West Berkshire	04-06, 04-08, 04-10	At railway level: temporary land required for access for inspection and possible refurbishment of bridge	1a, 1b
Section 1. District of West Berkshire	04-03, 04-04	Temporary use for inspection and possible refurbishment of culvert	1a, 1b
<i>Land Plans - Sheet 6</i>			
Section 3. Borough of Reading	06-03, 06-04, 06-05, 06-08	Temporary traffic management and for access to Scheme construction site	All works within Schedule 1

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
Section 3. Borough of Reading	06-10, 06-10a, 06- 12, 06-12a, 06-12b	Temporary traffic management, including lane restrictions, to create working space for construction of the Scheme including a gantry Type 1 and realignment of Junction 11 Eastbound on slip	1a, 4b
Section 2. Borough of Wokingham	06-09b, 06-10b, 06- 13, 06-14, 06-14a, 06-14b, 06-20	Temporary traffic management, including lane restrictions, to create working space for construction of the Scheme including a gantry Type 1 and realignment of Junction 11 Eastbound on slip	1a, 4b
<i>Land Plans - Sheet 7</i>			
Section 2. Borough of Wokingham	07-04, 07-05, 07-06, 07-08	Temporary use to create working space for construction of improved access to Cutbush Lane transmission station	1a
Section 2. Borough of Wokingham	07-11	Temporary use to create working space for removal of existing police observation platform	1a
<i>Land Plans - Sheet 10</i>			
Section 2. Borough of Wokingham	10-07, 10-08, 10-09	At railway level: temporary use for inspection and possible refurbishment of bridge	1a, 1b, 5a
<i>Land Plans - Sheet 17</i>			
Section 4. Royal Borough of Windsor and Maidenhead	17-12	Temporary use as construction compound	All works within Schedule 1

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
<i>Land Plans - Sheet 18</i>			
Section 4. Royal Borough of Windsor and Maidenhead	18-02, 18-03	Temporary use as construction compound	All works within Schedule 1
Section 4. Royal Borough of Windsor and Maidenhead	18-07, 18-08	Temporary land required for access and working space to construct realigned Ascot Road and new Ascot Road overbridge including retaining wall to east side of Ascot Road	7a, 7b
Section 4. Royal Borough of Windsor and Maidenhead	18-09, 18-10, 18-17, 18-17a, 18-17b, 18- 19	Temporary land required for access and working space to construct realigned Ascot Road and new Ascot Road overbridge	7a
<i>Land Plans - Sheet 19</i>			
Section 4. Royal Borough of Windsor and Maidenhead	19-19, 19-19b, 19- 20, 19-20a, 19-25, 19-27, 19-28a, 19- 30, 19-30a, 19-33, 19-33a	At river and river bank level: temporary land required for widening Thames Bray underbridge	1a, 1b, 9a, 9b
Section 6. County of Buckinghamshire, District of South Bucks	19-35, 19-35a, 19- 37, 19-37a, 19-38, 19-39	At river and river bank level: temporary land required for widening Thames Bray underbridge	1a, 1b, 9a, 9b
Section 4. Royal Borough of Windsor and Maidenhead	19-02, 19-02a, 19- 02b, 19-06, 19-10	Temporary land required for access and working space for online reconstruction of Monkey Island Lane and Monkey Island Lane overbridge	8c

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
Section 4. Royal Borough of Windsor and Maidenhead	19-11, 19-14	Temporary land required for access and working space for online reconstruction of Monkey Island Lane and Monkey Island Lane overbridge and for widening of Thames Bray underbridge, including widening of the M4 and M4 embankment	8a, 8b, 8c, 9b
Section 6. County of Buckinghamshire, District of South Bucks	19-34, 19-36, 19-40, 19-41, 19-45, 19-46, 19-47, 19-49, 19-51, 19-53, 19-54, 19-55	Temporary land for access and working space for widening of Thames Bray underbridge to the North, including widening of the M4 and M4 embankment	9a, 9b
Section 4. Royal Borough of Windsor and Maidenhead	19-11a, 19-14a, 19- 16, 19-18, 19-28, 19- 29, 19-21, 19-22, 19- 23, 19-24, 19-26, 19- 31, 19-32	Temporary land for access and working space for widening of Thames Bray underbridge to the North, including widening of the M4 and M4 embankment	8a, 8b, 9a, 9b
Section 6. County of Buckinghamshire, District of South Bucks	19-56, 19-57, 19-57a	Temporary land for access and working space for widening the M4 and M4 embankment	10b
Section 6. County of Buckinghamshire, District of South Bucks	19-58, 19-59, 19-61, 19-62, 19-65, 19-73, 19-75, 19-76, 19-77, 19-79	Temporary land required for access and working space for online reconstruction of Marsh Lane and Marsh Lane overbridge	10c

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
Section 6. County of Buckinghamshire, District of South Bucks	19–80	At river level: temporary land required for access for inspection and possible refurbishment work to Jubilee River Bridge	1a, 1b
<i>Land Plans - Sheet 20</i>			
Section 6. County of Buckinghamshire, District of South Bucks	20–02, 20–03, 20–03a, 20–07, 20–08, 20–09, 20–10, 20–12, 20–17, 20–20	Temporary land required for access and working space to construct realigned Lake End Road and new Lake End Road overbridge	11a, 11b, 11c
Section 7. Borough of Slough	20–27, 20–28	Temporary land required for access and working space to construct realigned Huntercombe Spur and new Huntercombe Spur overbridge	12b, 12e, 12f
Section 6. County of Buckinghamshire, District of South Bucks	20–22,	Temporary land required for access and working space to construct realigned Huntercombe Spur and new Huntercombe Spur overbridge	12b, 12c, 12d, 12e
Section 7. Borough of Slough	20–30, 20–31, 20–32, 20–32a, 20–33, 20–34, 20–35, 20–36, 20–37, 20–37a, 20–37b, 20–37c, 20–38, 20–41b, 20–41c	Temporary land required for access and working space for online reconstruction of Oldway Lane and Oldway Lane overbridge	13, 13b, 13c
Section 7. Borough of Slough	20–41, 20–41a	Temporary land required to enable temporary diversion of Rights of Way between Oldway Lane and Wood Lane	13c, 14c

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
<i>Land Plans - Sheet 21</i>			
Section 7. Borough of Slough	21-01, 21-02, 21-02a	Temporary land required to enable temporary diversion of Rights of Way between Oldway Lane and Wood Lane	13c, 14c
Section 7. Borough of Slough	21-02b, 21-02c	Temporary land required to enable temporary diversion of Rights of Way between Oldway Lane and Wood Lane and for access and working space to construct and realign Wood Lane and new Wood Lane overbridge	13a, 13c, 14a, 14c
Section 7. Borough of Slough	21-02d, 21-04, 21- 05, 21-06, 21-07, 21- 12a, 21-13, 21-14, 21-15, 21-16, 21-17, 21-18	Temporary land required for access and working space to construct realigned Wood Lane and new Wood Lane overbridge	14a, 14b, 14c
Section 7. Borough of Slough	21-20, 21-21	Temporary land required for access and working space for the extension of Chalvey Culvert	15
<i>Land Plans - Sheet 22</i>			
Section 7. Borough of Slough	22-22, 22-23, 22-24, 22-25	At railway level: temporary land required for access and working space for widening Windsor Branch railway underbridge to the South, including realignment of M4 and Junction 6 Westbound off-slip and embankment strengthening and widening	1a, 1b, 16b, 16c, 17

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
Section 7. Borough of Slough	22-01	Temporary access for inspection and possible refurbishment of culvert	1a, 1b
Section 4. Royal Borough of Windsor and Maidenhead	22-10	Temporary use for access to construction compound	All works within Schedule 1
Section 7. Borough of Slough	22-09	Temporary use for access to construction compound and to Scheme construction site	All works within Schedule 1
Section 4. Royal Borough of Windsor and Maidenhead	22-11	Temporary use as construction compound	All works within Schedule 1
Section 7. Borough of Slough	22-12, 22-26	Temporary land required for access and working space for widening Windsor Branch Railway underbridge to the South, including realignment of M4 and Junction 6 Westbound off-slip and embankment strengthening and widening	1b, 16c, 17
Section 7. Borough of Slough	22-18, 22-21	Temporary land required for access and working space for widening Windsor Branch Railway underbridge to the South, including realignment of M4 and Junction 6 Eastbound on-slip	1a, 16b, 17

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
Land Plans - Sheet 23			
Section 7. Borough of Slough	23-02, 23-03, 23-04	Temporary land for access and working space to extend Water Main and Gas Main subway	18
Section 4. Royal Borough of Windsor and Maidenhead	23-12	Temporary land required for access and working space to construct realigned Datchet Road and new Datchet Road overbridge	19a, 19c
Section 7. Borough of Slough	23-11	Temporary land required for access and working space to construct realigned Datchet Road and new Datchet Road overbridge	19a, 19c
Section 7. Borough of Slough	23-07, 23-08	Temporary land for possible realignment of private means of access to Datchet Road	19c
Section 4. Royal Borough of Windsor and Maidenhead	23-32	Temporary land required for access and working space for online reconstruction of Recreation Ground overbridge	20a, 20c
Section 7. Borough of Slough	23-33	Temporary land required for access to finishing works on Recreation Ground road and Recreation Ground overbridge	20c
Section 4. Royal Borough of Windsor and Maidenhead	23-34, 23-35	Temporary land required for access and working space to extend Water Main subway	21

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
Section 4. Royal Borough of Windsor and Maidenhead	23–29	Temporary use as construction compound and temporary land required for access and working space to construct realigned Datchet Road and new Datchet Road overbridge, and temporary land required for access and working space for online reconstruction of Recreation Ground overbridge	19c, 20c, All works within Schedule 1
Section 7. Borough of Slough	23–19	Temporary use as construction compound and temporary land required for access and working space to construct realigned Datchet Road and new Datchet Road overbridge	19c, All works within Schedule 1
<i>Land Plans - Sheet 24</i>			
Section 4. Royal Borough of Windsor and Maidenhead	24-02, 24-03, 24-04, 24-05, 24-06, 24-07, 24-08, 24-09, 24-10, 24-11, 24-12, 24-13, 24-14, 24-15, 24-16, 24-17, 24-18, 24-20, 24-21, 24-22, 24-23, 24-24, 24-25, 24-29, 24-30, 24-32, 24-33, 24-34a	Temporary land required for access and working space to construct realigned Riding Court Road and new Riding Court Road overbridge	22a, 22b, 22c
Section 4. Royal Borough of Windsor and Maidenhead	24-34, 24-36, 24-40	Temporary traffic management, including lane restrictions on Riding Court Road, to create working space for construction of the Scheme	1a, 23a, 23b

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
Section 4. Royal Borough of Windsor and Maidenhead	24-37, 24-38	Temporary traffic management, including lane restrictions on Majors Farm Road, to create working space for construction of the Scheme	1b
Land Plans - Sheet 25			
Section 4. Royal Borough of Windsor and Maidenhead	25-01, 25-02	Temporary traffic management, including lane restrictions on Riding Court Road, to create working space for construction of the Scheme	1a, 24a
Section 7. Borough of Slough	25-03, 25-06, 25-09	Temporary traffic management, including lane restrictions on Riding Court Road, to create working space for construction of the Scheme	1a, 24a
Section 4. Royal Borough of Windsor and Maidenhead	25-11	Temporary traffic management, including lane restrictions on Majors Farm Road, to create working space for construction of the Scheme	1b, 24d
Section 7. Borough of Slough	25-15, 25-19	Temporary traffic management, including lane restrictions on Majors Farm Road, to create working space for construction of the Scheme	1b, 24d
Section 7. Borough of Slough	25-20, 25-22	Temporary traffic management and access to Scheme construction site	All works within Schedule 1

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
Section 7. Borough of Slough	25-30, 25-31, 25-32, 25-33, 25-34	Temporary use as construction compound	All works within Schedule 1
<i>Land Plans - Sheet 26</i>			
Section 7. Borough of Slough	26-03, 26-06, 26-09, 26-10, 26-19	Temporary land required for access and working space for online reconstruction of Old Slade Lane and Old Slade Lane overbridge	25, 26a, 26b
Section 6. County of Buckinghamshire, District of South Bucks	26-02, 26-18	Temporary land required for access and working space for online reconstruction of Old Slade Lane and Old Slade Lane overbridge	25, 26a
Section 7. Borough of Slough	26-09a, 26-10a, 26- 11, 26-12, 26-13	Possible temporary access or diversion route for Old Slade Lane	25
<i>Land Plans - Sheet 27</i>			
Section 6. County of Buckinghamshire, District of South Buckinghamshire	27-12a, 27-12b, 27- 12c, 27-12d, 27-12e, 27-12f	At motorway level; land within existing motorway boundaries retained for construction and operation of the Scheme. At railway level: temporary access for inspection and possible refurbishment of the bridge.	1a, 1b, 27a, 27b

<i>(1) Location</i>	<i>(2) Plot reference number(s) shown on Land Plans</i>	<i>(3) Purpose for which temporary possession may be taken</i>	<i>(4) Relevant part of the authorised development</i>
Section 7, Borough of Slough	27-13a, 27-13b, 27- 13c, 27-13d	At motorway level; land within existing motorway boundaries retained for construction and operation of the Scheme. At railway level: temporary access for inspection and possible refurbishment of the bridge.	1a, 1b, 26a, 26b
<i>Land Plans - Sheet 28</i>			
Section 8. London Borough of Hillingdon	28-04, 28-05, 28-06, 28-07, 28-09, 28-10, 28-11, 28-12	Temporary access and working space for extension of Sipson Road subway	28, 29a, 29d
<i>Land Plans - Sheet 29</i>			
Section 8. London Borough of Hillingdon	29-01, 29-02, 29-03	Temporary use as construction compound	All works within Schedule 1
<i>Land Plans - Sheet 30</i>			
Section 8. London Borough of Hillingdon	30-03	For inspection and possible refurbishment to St Dunstons Subway	1a,1b

SCHEDULE 8

Article 36

TREES SUBJECT TO TREE PRESERVATION ORDERS

<i>(1)</i> <i>Type of tree</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
Area Order TPO 239/1983 (Wokingham District Council), contains a mixture of Oak (<i>Quercus robur</i>), Ash (<i>Fraxinus excelsior</i>) and other indigenous tree species together with a secondary storey of Hawthorn (<i>Crataegus monogyna</i>)	Possibility of localised disturbance to tree roots where they extend into the adjacent Scheme order limits, leading to possible need for lopping or felling. However, damage or loss to these trees will be avoided through detailed design where possible.	Work No. 1a
Area Order TPO 576/1993 (Wokingham District Council), mixed woodland containing Oak (<i>Quercus robur</i>), Birch (<i>Betula pendula</i>), Beech (<i>Fagus sylvatica</i>)	Possibility of localised disturbance to tree roots where they extend into the adjacent Scheme order limits, leading to possible need for lopping or felling. However, damage or loss to these trees will be avoided through detailed design where possible.	Work No. 5c
Area Order TPO 432 (Bracknell Forest Council), consists of mixed sapling and mature tree species including: Alder, Birch, Oak, Fir, Sweet Chestnut, Larch, Holly, Pine, Willow, Hemlock, Cypress, Hazel, Poplar, Aspen, Hawthorn, Sallow and Spruce	Possibility of localised disturbance to tree roots where they extend into the adjacent Scheme order limits, leading to possible need for lopping or felling. However, damage or loss to these trees will be avoided through detailed design where possible.	Work No. 1a
Individual Trees TPO 13/1979 (Royal Borough of Windsor and Maidenhead). Species data not available	Possible felling or lopping of individual trees along Ascot Road due to construction work in close proximity. However, subject to detail design it may be possible to retain and protect these trees during construction.	Work No. 7a
Area Order TPO 1962 (South Bucks District Council). Species data not available	Felling small part in the southern part of the TPO area where it overlaps with the Order limits.	Work No. 9a; Work No. 9b

<i>(1) Type of tree</i>	<i>(2) Work to be carried out</i>	<i>(3) Relevant part of the authorised development</i>
Individual tree (Lime) TPO 14/2000 (South Bucks District Council)	Possible felling or lopping of this tree due to construction work in close proximity. However, subject to detail design it may be possible to retain and protect this tree during construction.	Work No. 1a
Area Order TPO 12 of 2006, Datchet Meadows (Slough Borough Council). Species data not available	Possibility of localised disturbance to tree roots where they extend into the adjacent Scheme order limits, leading to possible need for lopping or felling. However, damage or loss to these trees will be avoided through detailed design where possible.	Work No. 19c
Area Order TPO 7 of 1952 Old Wood (Slough Borough Council). Species data not available	Possibility of localised disturbance to tree roots where they extend into the adjacent Scheme order limits, leading to possible need for lopping or felling. However, damage or loss to these trees will be avoided through detailed design where possible.	Work No. 1b
Individual Trees TPO 3 of 1982 Old Slade Road (Slough Borough Council). Species data not available	Possible felling or lopping of three individual trees along Old Slade Lane due to construction work in close proximity. However, subject to detail design it may be possible to retain and protect these trees during construction.	Work No. 25
Area Order TPO 549 (London Borough of Hillingdon), consists mainly of London Plane, Wild Cherry and Sycamore	Possibility of localised disturbance to tree roots where they extend into the adjacent Scheme order limits, leading to possible need for lopping or felling. However, damage or loss to these trees will be avoided through detailed design where possible.	Work No. 29b

PROTECTION OF INTERESTS

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, OIL, WATER AND
SEWERAGE UNDERTAKERS

1. For the protection of the protected persons referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and the protected person concerned.

2. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the protected person in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(a), belonging to or maintained by that undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986(b) for the purposes of gas supply;
- (c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that undertaker for the purposes of water supply; and
- (d) in the case of a sewerage undertaker—

- (i) any drain or works vested in the undertaker under the Water Industry Act 1991(c); and

- (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreement to adopt sewers, drains or sewage disposal works at future date) of that Act(d),

and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works; and

- (e) in the case of the Oil and Pipelines Agency, any oil apparatus,

and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land;

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- (a) 1989 c. 29. The definition of “electrical plant” (in section 64) was amended by paragraphs 24 and 38(1) and (3) of Schedule 6 to the Utilities Act 2000 (c. 27).
 - (b) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by sections 3(2) and 76 of, and paragraphs 1 and 4 of Schedule 6, and Schedule 8, to, the Utilities Act 2000 (c. 27), sections 149(1) and (5) and 197(9) of, and part 1 of Schedule 23 to, the Energy Act 2004 (c. 20) and S.I. 2011/2704.
 - (c) 1991 c. 56.
 - (d) Section 102(4) was amended by section 96(1)(c) of the Water Act 2003. Section 104 was amended by sections 96(4) and 101(2) of, and part 3 of Schedule 9 to, the Water Act 2003 and section 42(3) of the Flood and Water Management Act 2010 (c. 29).

“oil apparatus” means any pipe-line, apparatus and works as described in section 65(2) (meaning of “pipe-line”) of the Pipe-lines Act 1962(a) and all protective wrappings, sleeves and slabs, together with ancillary cables and markers; and such legal interest, and benefit of property rights and covenants as are vested in the Oil and Pipelines Agency in respect of such items;

“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;

“protected person” means—

- (a) any licence holder within the meaning of Part 1 (electricity supply) of the Electricity Act 1989;
- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;
- (c) a water undertaker within the meaning of the Water Industry Act 1991;
- (d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991; and
- (e) the Oil and Pipelines Agency and its successors in title and function,

for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

On street apparatus

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the protected person are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Apparatus in stopped up streets

4.—(1) Where any street is stopped up under article 13 (permanent stopping up of streets), any protected person whose apparatus is in the street 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 the protected person legal easements reasonably satisfactory to the protected person in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the protected person to require the removal of that apparatus under paragraph 7 or the power of the undertaker to carry out works under paragraph 9.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 14 (temporary stopping up of streets), a protected person 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.

Protective works to buildings

5. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land

6. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

(a) 1962 c. 58. Section 65(2) was amended by paragraphs 1 and 6 of Schedule 2 to the Energy Act 2011 (c. 16), S.I. 2000/1937 and S.I. 2011/2305.

Removal of apparatus

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 over which access to any apparatus is enjoyed or requires that the protected person's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a protected person to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the protected person in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the protected person in question 56 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 the protected person the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed the protected person must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the protected person in question and the undertaker or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(5) The protected person in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 42 (arbitration), and after the grant to the protected person of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the protected person in question that the undertaker intends to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the protected person, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the protected person.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within—

- (a) 300 millimetres of apparatus other than oil apparatus; and
- (b) 3000 millimetres of oil apparatus.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a protected person facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the protected person in question or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus the arbitrator must—

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker or the traffic on the highway; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the protected person in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that protected person as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

9.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 7(2), the undertaker must submit to the protected person in question 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 the protected person for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the protected person is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a protected person under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If a protected person in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give, to the protected person in question, notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

Expenses and costs

10.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a protected person all expenses reasonably incurred by that protected person in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 7(2), including any costs reasonably incurred in connection with the acquisition of rights under paragraph 7(3), and in watching and inspecting the execution of works under paragraph 9(2) and in making reasonable requirements under paragraph 9(3).

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

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the protected person in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a protected person in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the protected person any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of the authorised development or any such works referred to in paragraphs 5, 7(2), or 9(1), 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 a protected person, or there is any interruption in any service provided or of any access to any apparatus, or in the supply of any goods, by any protected person, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that protected person in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that protected person for any other expenses, loss, damages, penalty or costs incurred by the undertaker,

by reason or in consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by a protected person on behalf of the undertaker or in accordance with a plan approved by a protected person or in accordance with any requirement of a protected person or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a protected person, its officers, servants, contractors or agents.

(4) A protected person must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(5) Any difference arising between the undertaker and the protected person under this Part of this Schedule must be referred to and settled by arbitration under article 42 (arbitration).

Co-operation

12. Where in consequence of the proposed construction of any of the authorised development, the undertaker or a protected person requires the removal of apparatus under paragraph 7(2) or a protected person makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use 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 the protected person's undertaking and each protected person must use its best endeavours to co-operate with the undertaker for that purpose.

13. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a protected person in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

14. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

15. In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003(a);

“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system are to be construed in accordance with paragraph 1(3A)(b) (interpretation of code) of that code;

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 (electronic communications, networks and services) of Part 2 of the 2003 Act(c);

“electronic communications code network” means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and

(b) an electronic communications network which the undertaker is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

16. The exercise of the powers conferred by article 30 (statutory undertakers) is subject to paragraph 23 of Schedule 2 (undertaker's works) to the Telecommunication Act 1984(d).

(a) 2003 c. 21.

(b) Paragraph 1(3A) was inserted by section 106(2) of, and paragraphs 1 and 4 of Schedule 3 to, the Communications Act 2003.

(c) See section 106 of the 2003 Act.

(d) 1984 c. 12. Paragraph 23 was amended by section 190 of, and paragraph 68 of Schedule 25 and Part 1 of Schedule 27 to, the Water Act 1989 (c. 15), section 112(4) of, and Schedule 18 to, the Electricity Act 1989 (c. 29) and section 106(2) of, and paragraphs 1, 5(d) and 8 of Schedule 3 to, the Communications Act 2003.

17.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

- (a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator); or
- (b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker who, if such consent is withheld, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 42 (arbitration).

18. This Part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or
- (b) any damages, or any interruptions, caused by electro-magnetic interference arising from the construction or use of the authorised development.

19. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus already laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 3

FOR THE PROTECTION OF RAILWAY INTERESTS

20. The following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 34, any other person on whom rights or obligations are conferred by that paragraph.

21. In this Part of this Schedule—

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the undertaker in exercise of powers under section 8 (licences) of the Railways Act 1993^(a);

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at 1 Eversholt Street, London NW1 2DN) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 (meaning of “subsidiary” etc.) of the Companies Act

(a) 1993 c. 43.

2006(a)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

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

“protective works” means any works specified by the engineer under paragraph 24;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993(b)) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail for or connected with the purposes of such railway or works, apparatus or equipment; and

“specified work” means so much of any of the authorised development as is, or is to be, situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

22.—(1) Where under this Part of this Schedule Network Rail is required to give its consent, agreement or approval in respect of any matter, that consent, agreement or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property or rights over railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use its reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development under this Order.

23.—(1) The undertaker must not exercise the powers conferred by articles 19 (authority to survey and investigate land), 20 (compulsory acquisition of land), 22 (compulsory acquisition of rights), 23 (private rights over land), 25 (acquisition of subsoil or air-space only), 27 (rights under or over streets), 28 (temporary use of land for carrying out the authorised development), 29 (temporary use of land for maintaining the authorised development), 30 (statutory undertakers), 35 (felling or lopping of trees) or the powers conferred by section 11(3) (powers of entry) of the 1965 Act or by section 203 (power to override easements and rights) of the Housing and Planning Act 2016(c) in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 (extinguishment of rights of statutory undertakers: preliminary notices) or 272 (extinguishment of rights of telecommunications code system operators: preliminary notices) of the 1990 Act, or article 30 (statutory undertakers), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(a) 2006 c. 46.

(b) 1993 c. 43.

(c) 2016 c. 22.

(4) The undertaker must not under the powers of this Order acquire or use, or acquire new rights over, any railway property except with the consent of Network Rail.

(5) Where Network Rail is asked to give its consent or agreement under this paragraph, such consent or agreement must not be unreasonably withheld but may be given subject to reasonable conditions.

24.—(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 under article 42 (arbitration).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it with all reasonable dispatch on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should 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 with all reasonable dispatch and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to the engineer's reasonable satisfaction.

25.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 24(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 24;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic on it and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of a specified work or a protective work, the undertaker must, regardless of any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents, or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or the undertaker's employees, contractors or agents.

26.—(1) The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work or protective work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or protective work or the method of constructing it.

27. Network Rail must at all reasonable times afford reasonable facilities to the undertaker and the undertaker's agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as the undertaker may reasonably require with regard to such works or the method of constructing them.

28.—(1) If any permanent or temporary alterations or additions to railway property, are reasonably necessary in consequence of the construction of a specified work or a protective work, or during a period of 24 months after the completion of that work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work or a protective work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work or protective work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work or protective work is to be constructed, Network Rail must assume construction of that part of the specified work or protective work and the undertaker must, regardless of any such approval of a specified work or protective work under paragraph 24(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work or protective work.

(3) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving is to be set off against any sum payable by the undertaker to Network Rail under this paragraph.

(4) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 29(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

29. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 24(3) or in constructing any protective works under the provisions of paragraph 24(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work or a protective work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watchkeepers and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far

as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work or a protective work;

- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or a protective work or from the substitution of diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work or a protective work.

30.—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus;

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 24(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 24(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified under sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified under sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but the means of prevention and the method of their execution may be selected at the reasonable discretion of Network Rail, and in relation to such modifications paragraph 24(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the completion of the authorised development and regardless of any measures adopted under sub-paragraph (3), the testing or commissioning of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) cease to use (or procure the cessation of use of) the undertaker’s apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail’s apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus under sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and
- (b) any modifications to Network Rail's apparatus approved under those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 25.

(9) To the extent that it would not otherwise do so, paragraph 34(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 29(a) any modifications to Network Rail's apparatus under this paragraph are deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 42 (arbitration) to a single arbitrator to be agreed between the parties is to be read as a reference to an arbitrator being a member of the Institution of Engineering and Technology to be agreed.

31. If at any time after the completion of a specified work or a protective work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work or protective work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work or protective work in such state of maintenance as to not adversely affect railway property.

32. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work or a protective work in the vicinity of any railway belonging to Network Rail unless the undertaker has first consulted Network Rail and the undertaker must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

33. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work or a protective work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

34.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction or maintenance of a specified work or a protective work or the failure of it; or
- (b) by reason of any act or omission of the undertaker or of any person in the undertaker's employ or of the undertaker's contractors or others whilst engaged upon a specified work or a protective work,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or a protective work or any such failure, act or omission; and the fact that any act or thing may have been done by

Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision will not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand is to be made without the prior written consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) may include a sum equivalent to the relevant costs.

(4) In no circumstances is the undertaker liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, except that the sums payable by the undertaker under that sub-paragraph include a sum equivalent to the relevant costs in circumstances where—

- (a) Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator; and
- (b) the existence of that agreement and the extent of Network Rail's liability to make payment of the relevant costs pursuant to its terms has previously been disclosed in writing to the undertaker,

but not otherwise.

(5) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(6) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator under sub-paragraph (5).

(7) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or a protective work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 (licences) of the Railways Act 1993.

35. Network Rail must, on receipt of a request from the undertaker, at a frequency to be agreed between the undertaker and Network Rail, provide the undertaker free of charge with written estimates of the costs, charges, expenses, future cost forecasts and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 34) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made under this Part of this Schedule (including any claim relating to those relevant costs).

36. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

37. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works plans or land plans and described in the book of reference;

- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

38. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part 1 (the provision of railway services) of the Railways Act 1993.

39. The undertaker must give written notice to Network Rail where any application is required and is proposed to be made for the Secretary of State's consent under article 8 (consent to transfer benefit of the Order) and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the decision-maker to whom the application is to be made.

40. The undertaker must no later than 28 days from the date that the documents referred to in article 40(1) (certification of plans, etc.) are submitted to and certified by the Secretary of State in accordance with article 40, provide a set of those documents to Network Rail in the form of a computer disc with read only memory.

PART 4

FOR THE PROTECTION OF NATIONAL GRID

Application

41. For the protection of National Grid as referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between the undertaker and National Grid, have effect.

Interpretation

42. In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of National Grid Electricity Transmission Plc, electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid Electricity Transmission Plc;
- (b) in the case of National Grid Gas Plc, any mains, pipes or other apparatus belonging to or maintained by National Grid Gas Plc for the purposes of gas supply;

together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as “authorised development” in article 2 (interpretation) 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 Part of this Schedule;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing

easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, is to require the undertaker to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” is to include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of the National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Electricity Transmission Plc, (company number 02366977), and National Grid Gas Plc, (company number 02006000), both companies registered at 1-3 Strand, London WC2N 5EH;

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

“specified works” means any of the authorised works or activities 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 47(2) or otherwise; or
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 47(2) or otherwise; or
- (c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW/22”).

43. Except for paragraphs 44 (apparatus of undertakers in stopped up streets), 49 (retained apparatus: protection gas undertakers), 50 (retained apparatus: protection electricity undertakers), 51 (expenses) and 52 (indemnity) which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid in stopped up streets

44.—(1) Without limitation on the scope of any other protection afforded to National Grid elsewhere in the Order, where any street is stopped up under article 13 (permanent stopping up of streets), if National Grid has any apparatus in the street or accessed via that street National Grid is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to National Grid, or procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers of article 14 (temporary stopping up of streets), National Grid 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.

Protective works to buildings

45.—(1) The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of National Grid or any interruption in the supply of electricity or gas, as the case may be, by National Grid is caused, the undertaker must bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply, and, subject to sub-paragraph (2), must—

- (a) pay compensation to National Grid for any loss sustained by it; and
- (b) indemnify National Grid against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by National Grid, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of National Grid or its contractors or workmen; and National Grid will give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise of such a claim is to be made by National Grid, except 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

46.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference, the undertaker must not acquire any land interest or apparatus or override any easement or other interest of National Grid otherwise than by agreement.

(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 National Grid 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 or other legal or land interest of National Grid or affects the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it is the responsibility of the undertaker to procure 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) Where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule prevail.

(4) No agreement or consent granted by National Grid under any other provision of this Part of this Schedule constitutes agreement under sub-paragraph (1).

Removal of apparatus

47.—(1) If, in the exercise of the agreement reached in accordance with paragraph 46 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 removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in question in accordance with sub-paragraphs (2) to (5).

(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 National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to National Grid to its satisfaction (taking into account paragraph 48(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed except that this obligation is not to extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

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

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

Facilities and rights for alternative apparatus

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

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter must be referred to arbitration in accordance with paragraph 56 of this Part of this Schedule and the arbitrator is to make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection for gas undertakers

49.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan and, if reasonably required by National Grid, a ground monitoring scheme in respect of those works.

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

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

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

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

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

(5) In relation to any work to which sub-paragraphs (1) and (2) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage 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) or as relevant sub-paragraph (9), as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid is entitled to watch and inspect the execution of those works.

(7) Where National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved under this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any authorised works (or any relevant part of them) for which protective works are required; and National Grid must give 56 days' notice of such protective works from the date of submission of a plan under this paragraph (except in an emergency).

(8) If National Grid in accordance with sub-paragraph (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 41 to 43 and 46 to 48 apply as if the removal of the apparatus had been required by the undertaker under paragraph 47(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(10) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (5), (6) and (7) in so far as is reasonably practicable in the circumstances; and

(b) comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order National Grid must comply with National Grid's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(-G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme except that National Grid retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 51.

Retained apparatus: protection for electricity undertakers

50.—(1) Not less than 56 days before the commencement of any authorised works that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 47(2) or otherwise, the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within—

- (a) 15 metres^(a) measured in any direction of any apparatus; or
- (b) involve embankment works within 15 metres of any apparatus,

the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (i) the exact position of the works;
- (ii) the level at which these are proposed to be constructed or renewed;
- (iii) the manner of their construction or renewal including details of excavation, positioning of plant;
- (iv) the position of all apparatus;
- (v) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (vi) any intended maintenance regimes.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2)(i) to (2)(vi), include a method statement describing—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) how pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
- (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and

^(a) Clearances required are 15 metres or below in relation to most apparatus (except if a motorway or sky cradle is involved or in certain other specified situations where up to 30 metres clearance may be required).

- (h) how trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.
- (4) The undertaker must not commence any works to which sub-paragraph (2) or (3) apply until National Grid has given written approval of the plan so submitted.
- (5) Any approval of National Grid required under sub-paragraph (4)—
 - (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and,
 - (b) must not be unreasonably withheld.
- (6) In relation to any work to which sub-paragraph (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.
- (7) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (10), as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid is entitled to watch and inspect the execution of those works.
- (8) Where National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved under this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any authorised works (or any relevant part of them) for which protective works are required and National Grid must give 56 days' notice of such protective works from the date of submission of a plan under this paragraph (except in an emergency).
- (9) If National Grid in accordance with sub-paragraph (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 41 to 43 and 46 to 48 apply as if the removal of the apparatus had been required by the undertaker under paragraph 47(2).
- (10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.
- (11) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—
 - (a) comply with sub-paragraphs (6), (7) and (8) in so far as is reasonably practicable in the circumstances; and
 - (b) comply with sub-paragraph (12) at all times.
- (12) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

51.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to National Grid on demand all charges, costs and expenses reasonably anticipated or incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised 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 National Grid in connection with the acquisition of rights or the exercise of statutory powers for such

apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—

- (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 47(3); or
- (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (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; and
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) 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 will be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess except where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs are to be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus must not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole must be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, must be reduced by the amount which represents that benefit.

Indemnity

52.—(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 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 the undertaker) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker must—

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

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

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

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents; and
- (b) any authorised works or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order in accordance with section 156 of the 2008 Act or article 8 (consent to transfer benefit of the Order) subject to the condition that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-section are to be subject to the full terms of this Part of this Schedule including this paragraph.

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

Enactments and agreements

53. Except to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

54.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or National Grid requires the removal of apparatus under paragraph 47(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 49 or 50, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid must use its best endeavours to co-operate with the undertaker for that purpose.

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

Access

55. If in consequence of the agreement reached in accordance with paragraph 46(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

56. Except for differences or disputes arising under paragraph 47(2), 47(4), 48(1), 49, 50 and 52(4) any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 42 (arbitration).

PART 5

FOR THE PROTECTION OF UNITED KINGDOM OIL PIPELINES LIMITED AND WEST LONDON PIPELINE AND STORAGE LIMITED

57. For the protection of the protected persons referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and the protected person concerned.

58. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the protected person in question to fulfil its functions in relation to transporting oil, gas and fuel in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of a gas or other fuel undertaker, any mains, pipes, pipelines or other apparatus belonging to or maintained by a transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986(a), the Pipe-lines Act 1962(b) and the Pipelines Safety Regulations 1996(c) for the purposes of such supply; and
- (b) in the case of West London Pipeline and Storage any oil apparatus, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land;

“oil apparatus” means any pipe-line, apparatus and works as described in section 65(2) (meaning of “pipe-line”) of the Pipe-lines Act 1962(d) and all protective wrappings, sleeves and slabs, together with ancillary cables, protection equipment and markers; and such legal

(a) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by sections 3(2) and 76 of, and paragraphs 1 and 4 of Schedule 6, and Schedule 8, to, the Utilities Act 2000 (c. 27), sections 149(1) and (5) and 197(9) of, and part 1 of Schedule 23 to, the Energy Act 2004 (c. 20) and S.I. 2011/2704.

(b) 1962 c. 58.

(c) S.I. 1996/825.

(d) 1962 c. 58. Section 65(2) was amended by paragraphs 1 and 6 of Schedule 2 to the Energy Act 2011 (c. 16), S.I. 2000/1937 and S.I. 2011/2305.

interest, and benefit of property rights and covenants as are vested in United Kingdom Oil Pipelines Limited or West London Pipeline and Storage Limited in respect of such items;

“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;

“protected person” means—

- (a) the United Kingdom Oil Pipelines Limited, company number 09416180, whose registered office is 5-7, Alexandra Road, Hemel Hempstead, Hertfordshire, HP2 5BS and its successors in title and function; and
- (b) West London Pipeline and Storage Limited, company number 01918796, whose registered office is 5-7, Alexandra Road, Hemel Hempstead, Hertfordshire, HP2 5BS and its successors in title and function;

for the area of the authorised development, and in relation to any apparatus, means the protected person to whom it belongs or by whom it is maintained.

On street apparatus

59. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the protected person are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Apparatus in stopped up streets

60.—(1) Where any street is stopped up under article 13 (permanent stopping up of streets), any protected person whose apparatus is in the street 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 the protected person legal easements reasonably satisfactory to the protected person in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the protected person to require the removal of that apparatus under paragraph 63 or the power of the undertaker to carry out works under paragraph 65.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 14 (temporary stopping up of streets), a protected person 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.

Protective works to buildings

61. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land

62. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

63.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the protected person’s apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a protected person to maintain that apparatus in that land and to gain access to it must not be extinguished, until

alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the protected person in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the protected person in question 56 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 the protected person the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed the protected person must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use all reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the protected person in question and the undertaker both acting reasonably or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(5) The protected person in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 42 (arbitration), and after the grant to the protected person of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the protected person in question that the undertaker intends to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the protected person, can if reasonable in the circumstances be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the protected person.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within—

- (a) 300 millimetres of apparatus other than oil, gas or fuel apparatus; and
- (b) 3000 millimetres of oil, gas or other fuel apparatus.

Facilities and rights for alternative apparatus

64.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a protected person facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the protected person both acting reasonably in question or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus the arbitrator must—

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent

alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker or the traffic on the highway;

- (b) give effect to all reasonable requirements of the protected person for ensuring the safety and efficient operation of the relevant apparatus and alternative apparatus; and
- (c) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the protected person in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that protected person as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

65.—(1) Not less than 56 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 63(2), the undertaker must submit to the protected person in question 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 the protected person for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the protected person is entitled to watch and inspect the execution of those works and they must be carried out to the reasonable satisfaction of the protected person.

(3) Any requirements made by a protected person under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If a protected person in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 57 to 59 and 62 to 64 apply as if the removal of the apparatus had been required by the undertaker under paragraph 63(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to the protected person in question notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (1) in so far as is reasonably practicable in the circumstances.

Expenses and costs

66.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a protected person all expenses reasonably incurred by that protected person in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 63(2) or 63(4), including legal and professional costs and any costs reasonably incurred in connection with the acquisition of rights under paragraph 63(3), and in watching and inspecting the execution of works under paragraph 65(2) and in making reasonable requirements under paragraph 65(3).

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

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the protected person in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a protected person in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the protected person any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

67.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of the authorised development or any such works referred to in paragraphs 61, 63(2), or 65(1), 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 a protected person, or there is any interruption in any service provided or of any access to any apparatus, or in the supply of any goods, by any protected person, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that protected person in making good such damage or restoring the supply;
- (b) make reasonable compensation to that protected person for any other expenses, loss, damages, penalty or costs incurred by the protected person, by reason or in consequence of any such damage or interruption; and
- (c) make reasonable compensation to that protected person in respect of any claim or demand made by a third party in respect of any damage by reason or in consequence of the construction of the authorised development or any such works referred to in paragraphs 61, 63(2), or 65(1).

(2) The fact that any act or thing may have been done by a protected person on behalf of the undertaker or in accordance with a plan approved by a protected person or in accordance with any requirement of a protected person or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a protected person, its officers, servants, contractors or agents.

(4) A protected person must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker such consent not to be unreasonably withheld or delayed.

Co-operation

68. Where in consequence of the proposed construction of any of the authorised development, the undertaker or a protected person requires the removal of apparatus under paragraph 63(2) or a protected person makes requirements for the protection or alteration of apparatus under paragraph 65, the undertaker must use 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 the protected person's undertaking and each protected person must use its best endeavours to co-operate with the undertaker for that purpose.

69. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a protected person in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 6

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

70.—(1) The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(2) In this Part of this Schedule—

“the Agency” means the Environment Agency;

“emergency” means a situation which—

- (a) is unexpected, in that there is little or no prior warning, or aspects of the event could not have reasonably been predicted in advance;
- (b) is a serious event presenting a risk of harm or damage to people, property or the environment; and
- (c) requires a need for urgent action, in that immediate action is required to address the risk of harm, repair or prevent a worsening of the situation;

“Flood Protection Work” means work to or creation of any watercourse, any land which provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment, outfall or other structure, or any appliance, constructed or used for land drainage or flood defence; and

“relevant navigation” has the same meaning as in article 16 (powers in relation to relevant navigations or watercourses).

71.—(1) Where, in the exercise of the powers conferred by this Order, the undertaker proposes to interfere with or obstruct access by the Agency to a relevant navigation or other main river, it must give the Agency 56 days' written notice of that requirement.

(2) Except in cases of emergency where the undertaker interferes with or obstructs access by the Agency to a relevant navigation or other main river and it is not possible for the undertaker to give the Agency the notice required under sub-paragraph (1), a suitable alternative access must be provided prior to and for the duration of any such interference.

72. If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest of the Agency in any land or proposes to interfere with, or remove, any of the Agency's apparatus, it must give the Agency 56 days' written notice before any such interest is acquired or any apparatus is interfered with or removed.

73. The undertaker must maintain, inspect and retain any Flood Protection Work comprised in or affected by the authorised development in accordance with a retention, inspection and maintenance plan to be prepared by the undertaker as part of the flood compensation scheme to be approved under requirement 23 in Part 1 (requirements) of Schedule 2.

74. The undertaker must allow the Agency reasonable access to any Flood Protection Work comprised in or affected by the authorised development at all reasonable times for the purposes of ascertaining whether the undertaker is complying with the provisions of paragraph 73.

75.—(1) Where maintenance of any Flood Protection Work specified in the approved retention, inspection and maintenance plan is not carried out to the reasonable satisfaction of the Agency, the Agency may by notice require the undertaker to carry out the maintenance in question to such extent as the Agency reasonably requires.

(2) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any Flood Protection Work is served under sub-paragraph (1) 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 Agency may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(3) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (1), the Agency must not, except in a case of urgency, exercise the powers of sub-paragraph (2) until the dispute has been finally determined.

76. If by reason of the construction of the authorised development or of the failure of any such works the efficiency of any Flood Protection Work is impaired, or any such Flood Protection Work is otherwise damaged, so as to require remedial action, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the same and recover the expenditure reasonably incurred by it in doing so from the undertaker.

77. The undertaker must indemnify the Agency in respect of all costs, charges and expenses which it may reasonably incur or which it may sustain—

- (a) in the examination or approval of plans or other matter under this Part of this Schedule; and
- (b) in the inspection of the construction of any Flood Protection Work required by the Agency under this Part of this Schedule.

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

79. Any dispute arising between the undertaker and the Agency under this Part of this Schedule is to be determined in accordance with article 42 (arbitration) of the Order.

PART 7

FOR THE PROTECTION OF THAMES WATER

Access to Slough Sewage Treatment Works

80.—(1) Except where it has complied with sub-paragraph (2), the undertaker must not in the exercise of the powers conferred by this Order unreasonably prevent Thames Water's access via Wood Lane to the Slough Sewage Treatment Works.

(2) Not less than 56 days prior to undertaking any works in connection with Work No. 14c (including traffic management measures, diversions, road closures and stopping up) that would affect Thames Water's access the undertaker must submit to Thames Water details of the proposed

location and duration of those works and must comply with its reasonable requirements for ensuring its continued access to the Slough Sewage Treatment Works.

Iver South Sludge Dewatering Centre

81. The undertaker must not in the exercise of the powers conferred by this Order do any works to the security fence to the Iver South Sludge Dewatering Centre.

82.—(1) The undertaker must not in the exercise of the powers conferred by this Order unreasonably prevent Thames Water's access over plots 26-11 and 26-12 shown on the land plans and listed in the book of reference.

(2) Not less than 56 days prior to undertaking any works in connection with Work No. 25 (including traffic management measures, diversions, road closures and stopping up) that would affect Thames Water's access over plots 26-11 and 26-12 the undertaker must submit to Thames Water details of the proposed location and duration of those works and must comply with its reasonable requirements for ensuring its continued access over plots 26-11 and 26-12.

PART 8

FOR THE PROTECTION OF SOUTH EAST WATER

83. For the protection of the protected persons referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and the protected person concerned.

84. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the protected person in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means mains, pipes, well, boreholes, tanks, service reservoirs, pumping stations (and any accessories to those items) or other apparatus, structure or treatment works belonging to or maintained by that undertaker for the purposes of water supply;

“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;

“protected person” means South East Water Limited, (company number 02679874), whose registered office is at Rocfort Road, Snodland, Kent, ME6 5AH, for the area of the authorised development, and in relation to any apparatus, means the protected person to whom it belongs or by whom it is maintained.

On street apparatus

85. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the protected person are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Apparatus in stopped up streets

86.—(1) Where any street is stopped up under article 13 (permanent stopping up of streets), any protected person whose apparatus is in the street 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 the protected person legal easements reasonably satisfactory to the protected person in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of

the protected person to require the removal of that apparatus under paragraph 89 or the power of the undertaker to carry out works under paragraph 91.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 14 (temporary stopping up of streets), a protected person 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.

Protective works to buildings

87. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land

88. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

89.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the protected person's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a protected person to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the protected person in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the protected person in question 56 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 the protected person the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed the protected person must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the protected person in question and the undertaker or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(5) The protected person in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 42 (arbitration), and after the grant to the protected person of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the protected person in question that the undertaker intends to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the protected person, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the protected person.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within—

- (a) 300 millimetres of apparatus other than oil apparatus; and
- (b) 3000 millimetres of oil apparatus.

Facilities and rights for alternative apparatus

90.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a protected person facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the protected person in question or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus the arbitrator must—

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker or the traffic on the highway; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the protected person in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that protected person as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

91.—(1) Not less than 56 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 89(2), the undertaker must submit to the protected person in question a plan of the works to be executed together with such method statement(s) as are sufficient to allow the protected person acting reasonably to assess the potential impact of the works on the performance of its functions.

(2) Those works must be executed only in accordance with the plan and method statement(s) submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the protected person for the alteration or otherwise for the protection of the apparatus and of its operation, or for securing access to it, and the protected person is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a protected person under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If a protected person in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 83 to 85 and 88 to 90 apply as if the removal of the apparatus had been required by the undertaker under paragraph 89(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to the protected person in question notice as soon as is reasonably practicable and a plan of those works and sufficient method statement(s) as soon as reasonably practicable subsequently and must comply with sub-paragraph (1) in so far as is reasonably practicable in the circumstances.

Expenses and costs

92.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a protected person all expenses reasonably incurred by that protected person in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 89(2), including any costs reasonably incurred in connection with the acquisition of rights under paragraph 89(3), and in watching and inspecting the execution of works under paragraph 91(2) and in making reasonable requirements under paragraph 91(3).

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

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the protected person in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a protected person in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the protected person any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

93.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of the authorised development or any such works referred to in paragraphs 87, 89(2), or 91(1), 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 a protected person, or there is any interruption in any service provided or of any access to any apparatus, or in the supply of any goods or services by any protected person or the performance of that protected person's functions, or any disruption to the normal operation of the apparatus of a protected person resulting in an increase in the costs incurred by that protected person in performing its functions or in any loss, damages or penalty, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that protected person in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that protected person for any other expenses, loss, damages, penalty or costs incurred by the undertaker, by reason or in consequence of any such damage, interruption or disruption.

(2) The fact that any act or thing may have been done by a protected person on behalf of the undertaker or in accordance with a plan approved by a protected person or in accordance with any requirement of a protected person or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a protected person, its officers, servants, contractors or agents.

(4) A protected person must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Co-operation

94. Where in consequence of the proposed construction of any of the authorised development, the undertaker or a protected person requires the removal of apparatus under paragraph 89(2) or a protected person makes requirements for the protection or alteration of apparatus under paragraph 91, the undertaker must use 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 the protected person's undertaking and each protected person must use its best endeavours to co-operate with the undertaker for that purpose.

95. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a protected person in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 9

FOR THE PROTECTION OF HEATHROW AIRPORT LIMITED

96. The following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Heathrow Airport Limited.

97. In this Part of this Schedule—

“Heathrow Airport” means Heathrow Airport Limited (Company number: 01991017) and Heathrow Airport Holdings Limited (Company number 05757208), both of whose registered offices are at Compass Centre, Nelson Road, Hounslow, London TW6 2GW;

“the Heathrow Express railway” means the railway from Heathrow airport to the east of the tunnel portal, just west of the junction with the Railway at Airport Junction, authorised by the Heathrow Express Railway Act 1991(a), the Heathrow Express Railway (No. 2) Act 1991(b), and the Heathrow Express Railway Extension Order 2002(c), including the railway stations and all other works, apparatuses and conveniences constructed or provided by Heathrow Airport in connection with, or for the purposes of, that railway; and

“Heathrow Airport property” means any land belonging to Heathrow Airport and—

- (a) any works, apparatus and equipment belonging to Heathrow Airport or connected with the operational of the Heathrow Express railway; and
- (b) any easement or other property interest held or used by Heathrow Airport including those easements or property or interests for or connected with the purposes of the Heathrow Express railway or its works, apparatus or equipment.

98.—(1) The undertaker must not exercise the powers conferred by articles 19 (authority to survey and investigate land), 20 (compulsory acquisition of land), 22 (compulsory acquisition of rights), 23 (private rights over land), 25 (acquisition of subsoil or air-space only), 27 (rights under or over streets), 28 (temporary use of land for carrying out the authorised development), 29 (temporary use of land for maintaining the authorised development), 30 (statutory undertakers), or the powers conferred by section 11(3) (powers of entry) of the 1965 Act in respect of any Heathrow Airport property unless the exercise of such powers is with the consent of Heathrow Airport Limited.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any Heathrow Airport property, unless preventing such access is with the consent of Heathrow Airport.

(3) The undertaker must not under the powers conferred by this Order acquire or use, or acquire new rights over, any Heathrow Airport property except with the consent of Heathrow Airport.

(4) Where Heathrow Airport is asked to give its consent or agreement under this paragraph, such consent or agreement must not be unreasonably withheld but may be given subject to reasonable conditions which may include the requirement to give indemnities or undertake protective works necessary to protect Heathrow Airport property.

99. Any difference or dispute arising between the undertaker and Heathrow Airport under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Heathrow Airport, be determined by arbitration in accordance with article 42 (arbitration).

PART 10

FOR THE PROTECTION OF SSE SERVICES PLC AND SOUTHERN ELECTRIC POWER DISTRIBUTION PLC

100. For the protection of the protected persons referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and the protected person concerned.

101. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the protected person in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means electric lines or electrical plant (as defined in the Electricity Act 1989(d)), belonging to or maintained by a protected person;

(a) 1991 c. vii.

(b) 1991 c. ix.

(c) S.I. 2002/1064.

(d) 1989 c. 29. The definition of “electrical plant” (in section 64) was amended by paragraphs 24 and 38(1) and (3) of Schedule 6 to the Utilities Act 2000 (c. 27).

“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; and

“protected person” means SSE Services plc (company number 02366879, whose registered office is at 55 Vastern Road, Reading, Berkshire, RG1 8BU) or Southern Electric Power Distribution plc (company number 04094290 whose registered office is at 55 Vastern Road, Reading, Berkshire, RG1 8BU).

On street apparatus

102. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the protected person are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

Apparatus in stopped up streets

103.—(1) Where any street is stopped up under article 13 (permanent stopping up of streets), any protected person whose apparatus is in the street 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 the protected person legal easements reasonably satisfactory to the protected person in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the protected person to require the removal of that apparatus under paragraph 106 or the power of the undertaker to carry out works under paragraph 108.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 14 (temporary stopping up of streets), a protected person 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.

Protective works to buildings

104. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land

105. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

106.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the protected person’s apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a protected person to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the protected person in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the protected person in question 56 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 the protected

person the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed the protected person must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed except that this obligation is not to extend to the requirement for the protected person to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the protected person in question and the undertaker or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(5) The protected person in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 42 (arbitration), and after the grant to the protected person of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the protected person in question that the undertaker intends to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the protected person, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the protected person.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 6000 millimetres of apparatus, unless otherwise agreed between the undertaker and the protected person.

Facilities and rights for alternative apparatus

107.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a protected person facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the protected person in question or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(2) In settling those terms and conditions in respect of alternative apparatus the arbitrator must—

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker or the traffic on the highway; and
- (b) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted.

(3) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the protected person in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that protected person as

appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

108.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 106(2), the undertaker must submit to the protected person in question 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 the protected person for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the protected person is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a protected person under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If a protected person in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 100 to 102 and 105 to 107 apply as if the removal of the apparatus had been required by the undertaker under paragraph 106(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give, to the protected person in question, notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

Expenses and costs

109.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a protected person all expenses reasonably incurred by that protected person in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 106(2), including any costs reasonably incurred in connection with the acquisition of rights under paragraph 106(3), and in watching and inspecting the execution of works under paragraph 108(2) and in making reasonable requirements under paragraph 108(3).

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

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions at the election of the protected person; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is at the election of the protected person and is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be

payable to the protected person in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

110.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of the authorised development or any such works referred to in paragraphs 104, 106(2) or 108(1), 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 a protected person, or there is any interruption in any service provided or of any access to any apparatus, or in the supply of any goods, by any protected person, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that protected person in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that protected person for any other expenses, loss, damages, penalty or costs incurred by the protected person,

by reason or in consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by a protected person on behalf of the undertaker or in accordance with a plan approved by a protected person or in accordance with any requirement of a protected person or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a protected person, its officers, servants, contractors or agents.

(4) A protected person must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(5) Any difference arising between the undertaker and the protected person under this Part of this Schedule must be referred to and settled by arbitration under article 42 (arbitration).

Co-operation

111. Where in consequence of the proposed construction of any of the authorised development, the undertaker or a protected person requires the removal of apparatus under paragraph 106(2) or a protected person makes requirements for the protection or alteration of apparatus under paragraph 108, the undertaker must use 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 the protected person's undertaking and each protected person must use its best endeavours to co-operate with the undertaker for that purpose.

112. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a protected person in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

SCHEDULE 10

Article 40

DOCUMENTS SUBJECT TO CERTIFICATION

The land plans (Document Reference No. 2.2, dated January 2016)—

<i>(1)</i> <i>Application Document</i>	<i>(2)</i> <i>Drawing No.</i>	<i>(3)</i> <i>Revision No.</i>	<i>(4)</i> <i>Document Reference</i>
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Key Plan	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301410
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 1 of 31, Theale	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301379
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 2 of 31, Calcot	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301380
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 3 of 31, Reading Motorway Service Area	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301381
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 4 of 31, Pingewood	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301382
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 5 of 31, Reading International Business Park	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301383
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 6 of 31, Whitley	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301384
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 7 of 31, Lower Earley	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301385
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 8 of 31, River Loddon	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301386

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision No.</i>	<i>(4) Document Reference</i>
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 9 of 31, Winnersh	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301387
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 10 of 31, Wokingham	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301388
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 11 of 31, Bill Hill	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301389
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 12 of 31, The Straight Mile	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301390
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 13 of 31, Hammond's Wood	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301391
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 14 of 31, Beenham's Heath	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301392
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 15 of 31, Littlefield Green	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301393
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 16 of 31, Paley Street	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301394
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 17 of 31, Holyport	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301395
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 18 of 31, Bray	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301396

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision No.</i>	<i>(4) Document Reference</i>
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 19 of 31, Dorney Reach	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301397
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 20 of 31, Cippenham	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301398
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 21 of 31, Slough South	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301399
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 22 of 31, Chalvey	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301400
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 23 of 31, Myrke	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301401
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 24 of 31, Datchet	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301402
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 25 of 31, Brands Hill	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301403
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 26 of 31, Sutton	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301404
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 27 of 31, M4/M25	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301405
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 28 of 31, West Drayton	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301406

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision No.</i>	<i>(4) Document Reference</i>
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 29 of 31, Harlington	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301407
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 30 of 31, Cranford	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301408
Volume 2.0: plans, drawing and sections - 2.2 Land Plans including Crown Land, Regulations 5(2)(i) and 5 (2)(n), Sheet 31 of 31, Heston	TR010019-2.2	5F	514451-MUH-ML-ZZ-SK-LR-301409

The works plans (Document Reference No. 2.3, dated January 2016)—

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision No.</i>	<i>(4) Document Reference</i>
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Key Plan	TR010019-2.3	3F	514451-MUH-ML-ZZ-DR-WP-301287
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 1 of 31, Theale	TR010019-2.3	3F	514451-MUH-ML-ZZ-DR-WP-301288
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 2 of 31, Calcot	TR010019-2.3	3F	514451-MUH-ML-ZZ-DR-WP-301289
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 3 of 31, Reading Motorway Service Area	TR010019-2.3	3F	514451-MUH-ML-ZZ-DR-WP-301290
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 4 of 31, Pingewood	TR010019-2.3	3F	514451-MUH-ML-ZZ-DR-WP-301291
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 5 of 31, Reading International Business Park	TR010019-2.3	3F	514451-MUH-ML-ZZ-DR-WP-301292
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 6 of 31, Whitley	TR010019-2.3	3F	514451-MUH-ML-ZZ-DR-WP-301293
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 7 of 31, Lower Earley	TR010019-2.3	3F	514451-MUH-ML-ZZ-DR-WP-301294
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 8 of 31, River Loddon	TR010019-2.3	3F	514451-MUH-ML-ZZ-DR-WP-301295

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision No.</i>	<i>(4) Document Reference</i>
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 9 of 31, Winnersh	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301296
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 10 of 31, Wokingham	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301297
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 11 of 31, Bill Hill	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301298
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 12 of 31, The Straight Mile	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301299
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 13 of 31, Hammond's Wood	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301300
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 14 of 31, Beenham's Heath	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301301
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 15 of 31, Littlefield Green	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301302
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 16 of 31, Paley Street	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301303
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 17 of 31, Holyport	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301304
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 18 of 31, Bray	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301305
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 19 of 31, Dorney Reach	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301306
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 20 of 31, Cippenham	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301307
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 21 of 31, Slough South	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301308

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision No.</i>	<i>(4) Document Reference</i>
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 22 of 31, Chalvey	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301309
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 23 of 31, Myrke	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301310
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 24 of 31, Datchet	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301311
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 25 of 31, Brands Hill	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301312
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 26 of 31, Sutton	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301313
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 27 of 31, M4/M25	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301314
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 28 of 31, West Drayton	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301315
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 29 of 31, Harlington	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301316
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 30 of 31, Cranford	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301317
Volume 2.0: plans, drawings and sections - 2.3 Works Plans, Sheet 31 of 31, Heston	TR010019-2.3	3F	514451-MUH-ML- ZZ-DR-WP-301318

SCHEDULE 11

Article 44

PROCEDURE FOR DISCHARGE OF CERTAIN APPROVALS

Applications made for certain approvals

1.—(1) Where an application has been made to a discharging authority for any consent, agreement or approval required or contemplated by any of the provisions of this Order the discharging authority must give notice to the undertaker of their decision on the application before the end of the decision period.

(2) For the purposes of sub-paragraph (1), the decision period is—

- (a) where no further information is requested under paragraph 2, 5 weeks from the day immediately following that on which the application is received by the authority;

- (b) where further information is requested under paragraph 2, 5 weeks from the day immediately following that on which further information has been supplied by the undertaker under paragraph 2; or
- (c) such longer period as may be agreed by the undertaker and the discharging authority in writing before the end of the period in paragraph (a) or (b).

Further information

2.—(1) In relation to any application to which this Schedule applies, the discharging authority has the right to request such further information from the undertaker as is necessary to enable it to consider the application.

(2) If the discharging authority considers such further information to be necessary it must, within 7 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the discharging authority does not give such notification as specified in sub-paragraph (2) it is to be deemed to have sufficient information to consider the application and is not subsequently entitled to request further information without the prior agreement of the undertaker.

Fees

3.—(1) Where an application is made to the discharging authority for consent, agreement or approval in respect of a requirement, a fee of £97.00 is to be paid to that authority.

(2) Any fee paid under this Schedule must be refunded to the undertaker within 8 weeks of—

- (a) the application being rejected as invalidly made; or
- (b) the discharging authority failing to determine the application within the decision period as determined under paragraph 1,

unless within that period the undertaker agrees, in writing, that the fee is to be retained by the discharging authority and credited in respect of a future application.

Appeals

4.—(1) The undertaker may appeal in the event that—

- (a) the discharging authority refuses an application for any consent, agreement or approval required or contemplated by any of the provisions of this Order or grants it subject to conditions;
- (b) the discharging authority does not give notice of its decision to the undertaker within the decision period as determined under paragraph 1;
- (c) on receipt of a request for further information under paragraph 2 the undertaker considers that either the whole or part of the specified information requested by the discharging authority is not necessary for consideration of the application; or
- (d) on receipt of any further information requested, the discharging authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The appeal process is to be as follows—

- (a) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision or determination, or (where no determination has been made) expiry of the decision period as determined under paragraph 1;
- (b) the undertaker must submit the appeal documentation to the Secretary of State, a copy of the application submitted to the discharging authority and any supporting documentation which the undertaker may wish to provide (“the appeal documentation”);

- (c) the undertaker must on the same day provide copies of the appeal documentation to the discharging authority;
- (d) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to determine the appeal (“the appointed person”) and must notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person’s attention should be sent;
- (e) the discharging authority must submit written representations to the appointed person in respect of the appeal within 10 business days of the date on which the appeal parties are notified of the appointment of a person under paragraph (d) and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;
- (f) the appeal parties must make any counter-submissions to the appointed person within 10 business days of receipt of written representations under paragraph (e).

(3) The appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable.

(4) If the appointed person considers that further information is necessary to enable consideration of the appeal the appointed person must, as soon as practicable, notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(5) Any further information required under sub-paragraph (4) is to be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person. Any written representations concerning matters contained in the further information must be submitted to the appointed person, and made available to all appeal parties within 10 business days of that date.

(6) On an appeal under this paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the discharging authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the time limits prescribed, or set by the appointed person, under this paragraph.

(8) The appointed person may proceed to a decision even though no written representations have been made within those time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the appointed person on an appeal is to be final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(10) If an approval is given by the appointed person under this Schedule, it is deemed to be an approval for the purpose of any consent, agreement or approval required under the Order or for the purpose of Schedule 2 (requirements) as if it had been given by the discharging authority. The discharging authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person’s determination.

(11) Except where a direction is given under sub-paragraph (12) requiring the costs of the appointed person to be paid by the discharging authority, the reasonable costs of the appointed person are to be met by the undertaker.

(12) On application by the discharging authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the Planning Practice Guidance published

by the Department for Communities and Local Government on 6th March 2014 or any circular or guidance which may from time to time replace it.

Interpretation of Schedule 11

5. In this Schedule—

“the appeal parties” means the discharging authority and the undertaker.

SCHEDULE 12

Article 40

ENGINEERING DRAWINGS, SECTIONS AND OTHER INFORMATION

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
Volume 2.0: plans, drawings and sections, 2.5 Engineering sections: M4 mainline and Sliproads	TR010019 – 2.5	2F	Engineering Sections, Regulation 5(2)(o) & (p) & 6(2), Sheet 1 of 7
	TR010019 – 2.5	2F	Engineering Sections, Regulation 5(2)(o) & (p) & 6(2), Sheet 2 of 7
	TR010019 – 2.5	2F	Engineering Sections, Regulation 5(2)(o) & (p) & 6(2), Sheet 3 of 7
	TR010019 – 2.5	2F	Engineering Sections, Regulation 5(2)(o) & (p) & 6(2), Sheet 4 of 7
	TR010019 – 2.5	2F	Engineering Sections, Regulation 5(2)(o) & (p) & 6(2), Sheet 5 of 7
	TR010019 – 2.5	2F	Engineering Sections, Regulation 5(2)(o) & (p) & 6(2), Sheet 6 of 7
	TR010019 – 2.5	2F	Engineering Sections, Regulation 5(2)(o) & (p) & 6(2), Sheet 7 of 7
Volume 2.0: plans, drawings and sections, 2.6 Side Road Plan and Profile	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Key Plan

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 1 of 13
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 2 of 13
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 3 of 13
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 4 of 13
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 5 of 13
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 6 of 13
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 7 of 13
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 8 of 13
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 9 of 13
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 10 of 13

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 11 of 13
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 12 of 13
	TR010019 – 2.6	4F	Side Road Plan & Profile, Regulations 5(2)(o), 5(2)(p) & 6(2) Sheet 13 of 13
Volume 2.0: plans, drawings and sections, 2.7 Earthworks Standard Details	TR010019 – 2.7	2F	Earthworks Standard Details, Regulation 5(2)(o) & 5(2)(p) & 6(2), Sheet 1 to 2
	TR010019 – 2.7	2F	Earthworks Standard Details, Regulation 5(2)(o) & 5(2)(p) & 6(2), Sheet 2 to 2
Volume 2.0: plans, drawings and sections, 2.8 Gantry General Arrangements	TR010019 – 2.8	3F	Generic Gantry Details, Regulation 5(2)(o) & 5(2)(p) & 6(2), Gantry Type 1, Superspan Portal Gantry
	TR010019 – 2.8	3F	Generic Gantry Details, Regulation 5(2)(o) & 5(2)(p) & 6(2), Gantry Type 2, Single Span Portal Gantry
	TR010019 – 2.8	3F	Generic Gantry Details, Regulation 5(2)(o) & 5(2)(p) & 6(2), Gantry Type 3, Superspan Cantilever Gantry
	TR010019 – 2.8	3F	Generic Gantry Details, Regulation 5(2)(o) & 5(2)(p) & 6(2), Gantry Type 4, Sign Only Cantilever Gantry

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision</i>	<i>(4) Drawing Description</i>
	TR010019 – 2.8	3F	Generic Gantry Details, Regulation 5(2)(o) & 5(2)(p) & 6(2), Gantry Type 5A, MS4 Signal Gantry (Option A)
	TR010019 – 2.8	3F	Generic Gantry Details, Regulation 5(2)(o) & 5(2)(p) & 6(2), Gantry Type 5B, MS4 Signal Gantry (Option B)
	TR010019 – 2.8	3F	Generic Gantry Details, Regulation 5(2)(o) & 5(2)(p) & 6(2), Gantry Type 6, MS3 Signal Gantry
Volume 7 Other documents 7.4 Engineering and Design Report Annexes Annex A1 Environmental Masterplan	514451-MUH-ML-ZZ-DR-EM-300734	7F	Environmental Masterplan, Key Plan
	514451-MUH-ML-ZZ-DR-EM-300735	11F	Environmental Masterplan, Sheet 1 of 31, Theale
	514451-MUH-ML-ZZ-DR-EM-300736	11F	Environmental Masterplan, Sheet 2 of 31, Calcot
	514451-MUH-ML-ZZ-DR-EM-300737	11F	Environmental Masterplan, Sheet 3 of 31, Reading Motorway Service Area
	514451-MUH-ML-ZZ-DR-EM-300738	11F	Environmental Masterplan, Sheet 4 of 31, Pingewood
	514451-MUH-ML-ZZ-DR-EM-300739	11F	Environmental Masterplan, Sheet 5 of 31, Reading International Business Park
	514451-MUH-ML-ZZ-DR-EM-300740	11F	Environmental Masterplan, Sheet 6 of 31, Whitley

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision</i>	<i>(4) Drawing Description</i>
	514451-MUH-ML-ZZ-DR-EM-300741	11F	Environmental Masterplan, Sheet 7 of 31, Lower Earley
	514451-MUH-ML-ZZ-DR-EM-300742	11F	Environmental Masterplan, Sheet 8 of 31, River Loddon
	514451-MUH-ML-ZZ-DR-EM-300743	11F	Environmental Masterplan, Sheet 9 of 31, Winnersh
	514451-MUH-ML-ZZ-DR-EM-300744	11F	Environmental Masterplan, Sheet 10 of 31, Wokingham
	514451-MUH-ML-ZZ-DR-EM-300745	11F	Environmental Masterplan, Sheet 11 of 31, Bill Hill
	514451-MUH-ML-ZZ-DR-EM-300746	11F	Environmental Masterplan, Sheet 12 of 31, The Straight Mile
	514451-MUH-ML-ZZ-DR-EM-300747	11F	Environmental Masterplan, Sheet 13 of 31, Hammond's Wood
	514451-MUH-ML-ZZ-DR-EM-300748	11F	Environmental Masterplan, Sheet 14 of 31, Beenham's Heath
	514451-MUH-ML-ZZ-DR-EM-300749	11F	Environmental Masterplan, Sheet 15 of 31, Littlefield Green
	514451-MUH-ML-ZZ-DR-EM-300750	11F	Environmental Masterplan, Sheet 16 of 31, Paley Street
	514451-MUH-ML-ZZ-DR-EM-300751	11F	Environmental Masterplan, Sheet 17 of 31, Holyport
	514451-MUH-ML-ZZ-DR-EM-300752	11F	Environmental Masterplan, Sheet 18 of 31, Bray
	514451-MUH-ML-ZZ-DR-EM-300753	11F	Environmental Masterplan, Sheet 19 of 31, Dorney Reach

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision</i>	<i>(4) Drawing Description</i>
	514451-MUH-ML-ZZ-DR-EM-300754	11F	Environmental Masterplan, Sheet 20 of 31, Cippenham
	514451-MUH-ML-ZZ-DR-EM-300755	11F	Environmental Masterplan, Sheet 21 of 31, Slough South
	514451-MUH-ML-ZZ-DR-EM-300756	11F	Environmental Masterplan, Sheet 22 of 31, Chalvey
	514451-MUH-ML-ZZ-DR-EM-300757	11F	Environmental Masterplan, Sheet 23 of 31, Myrke
	514451-MUH-ML-ZZ-DR-EM-300758	11F	Environmental Masterplan, Sheet 24 of 31, Datchet
	514451-MUH-ML-ZZ-DR-EM-300759	11F	Environmental Masterplan, Sheet 25 of 31, Brands Hill
	514451-MUH-ML-ZZ-DR-EM-300760	11F	Environmental Masterplan, Sheet 26 of 31, Sutton
	514451-MUH-ML-ZZ-DR-EM-300761	11F	Environmental Masterplan, Sheet 27 of 31, M4/M25
	514451-MUH-ML-ZZ-DR-EM-300762	11F	Environmental Masterplan, Sheet 28 of 31, West Drayton
	514451-MUH-ML-ZZ-DR-EM-300763	11F	Environmental Masterplan, Sheet 29 of 31, Harlington
	514451-MUH-ML-ZZ-DR-EM-300764	11F	Environmental Masterplan, Sheet 30 of 31, Cranford
	514451-MUH-ML-ZZ-DR-EM-300765	11F	Environmental Masterplan, Sheet 31 of 31, Heston

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision</i>	<i>(4) Drawing Description</i>
Volume 7 Other documents 7.4 Engineering and Design Report Annexes Annex A2 Vegetation Clearance	514451-MUH-ML-ZZ-DR-SC-301224	4F	Vegetation Clearance, Key Plan
	514451-MUH-ML-ZZ-DR-SC-301225	6F	Vegetation Clearance, Sheet 1 of 31, Theale
	514451-MUH-ML-ZZ-DR-SC-301226	6F	Vegetation Clearance, Sheet 2 of 31, Calcot
	514451-MUH-ML-ZZ-DR-SC-301227	6F	Vegetation Clearance, Sheet 3 of 31, Reading Motorway Service Area
	514451-MUH-ML-ZZ-DR-SC-301228	6F	Vegetation Clearance, Sheet 4 of 31, Pingewood
	514451-MUH-ML-ZZ-DR-SC-301229	6F	Vegetation Clearance, Sheet 5 of 31, Reading International Business Park
	514451-MUH-ML-ZZ-DR-SC-301230	6F	Vegetation Clearance, Sheet 6 of 31, Whitley
	514451-MUH-ML-ZZ-DR-SC-301231	6F	Vegetation Clearance, Sheet 7 of 31, Lower Earley
	514451-MUH-ML-ZZ-DR-SC-301232	6F	Vegetation Clearance, Sheet 8 of 31, River Loddon
	514451-MUH-ML-ZZ-DR-SC-301233	6F	Vegetation Clearance, Sheet 9 of 31, Winnersh
	514451-MUH-ML-ZZ-DR-SC-301234	6F	Vegetation Clearance, Sheet 10 of 31, Wokingham
	514451-MUH-ML-ZZ-DR-SC-301235	6F	Vegetation Clearance, Sheet 11 of 31, Bill Hill
	514451-MUH-ML-ZZ-DR-SC-301236	6F	Vegetation Clearance, Sheet 12 of 31, The Straight Mile

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision</i>	<i>(4) Drawing Description</i>
	514451-MUH-ML-ZZ-DR-SC-301237	6F	Vegetation Clearance, Sheet 13 of 31, Hammond's Wood
	514451-MUH-ML-ZZ-DR-SC-301238	6F	Vegetation Clearance, Sheet 14 of 31, Beenham's Heath
	514451-MUH-ML-ZZ-DR-SC-301239	6F	Vegetation Clearance, Sheet 15 of 31, Littlefield Green
	514451-MUH-ML-ZZ-DR-SC-301240	6F	Vegetation Clearance, Sheet 16 of 31, Paley Street
	514451-MUH-ML-ZZ-DR-SC-301241	6F	Vegetation Clearance, Sheet 17 of 31, Holyport
	514451-MUH-ML-ZZ-DR-SC-301242	6F	Vegetation Clearance, Sheet 18 of 31, Bray
	514451-MUH-ML-ZZ-DR-SC-301243	6F	Vegetation Clearance, Sheet 19 of 31, Dorney Reach
	514451-MUH-ML-ZZ-DR-SC-301244	6F	Vegetation Clearance, Sheet 20 of 31, Cippenham
	514451-MUH-ML-ZZ-DR-SC-301245	6F	Vegetation Clearance, Sheet 21 of 31, Slough South
	514451-MUH-ML-ZZ-DR-SC-301246	6F	Vegetation Clearance, Sheet 22 of 31, Chalvey
	514451-MUH-ML-ZZ-DR-SC-301247	6F	Vegetation Clearance, Sheet 23 of 31, Myrke
	514451-MUH-ML-ZZ-DR-SC-301248	6F	Vegetation Clearance, Sheet 24 of 31, Datchet
	514451-MUH-ML-ZZ-DR-SC-301249	6F	Vegetation Clearance, Sheet 25 of 31, Brands Hill
	514451-MUH-ML-ZZ-DR-SC-301250	6F	Vegetation Clearance, Sheet 26 of 31, Sutton
	514451-MUH-ML-ZZ-DR-SC-301251	6F	Vegetation Clearance, Sheet 27 of 31, M4/M25

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ML-ZZ-DR-SC-301252	6F	Vegetation Clearance, Sheet 28 of 31, West Drayton
	514451-MUH-ML-ZZ-DR-SC-301253	6F	Vegetation Clearance, Sheet 29 of 31, Harlington
	514451-MUH-ML-ZZ-DR-SC-301254	6F	Vegetation Clearance, Sheet 30 of 31, Cranford
	514451-MUH-ML-ZZ-DR-SC-301255	6F	Vegetation Clearance, Sheet 31 of 31, Heston
Volume 7 Other documents 7.4 Engineering and Design Report Annexes, Annex F1 General arrangement drawings	514451-MUH-ML-ZZ-DR-EN-300374	2F	Engineering and Design Report, Mainline General Arrangement, Key Plan
	514451-MUH-ML-ZZ-DR-GA-300767	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 1 of 61
	514451-MUH-ML-ZZ-DR-GA-300768	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 2 of 61
	514451-MUH-ML-ZZ-DR-GA-300769	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 3 of 61
	514451-MUH-ML-ZZ-DR-GA-300770	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 4 of 61
	514451-MUH-ML-ZZ-DR-GA-300771	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 5 of 61
	514451-MUH-ML-ZZ-DR-GA-300772	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 6 of 61

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ML-ZZ-DR-GA-300773	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 7 of 61
	514451-MUH-ML-ZZ-DR-GA-300774	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 8 of 61
	514451-MUH-ML-ZZ-DR-GA-300775	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 9 of 61
	514451-MUH-ML-ZZ-DR-GA-300776	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 10 of 61
	514451-MUH-ML-ZZ-DR-GA-300777	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 11 of 61
	514451-MUH-ML-ZZ-DR-GA-300778	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 12 of 61
	514451-MUH-ML-ZZ-DR-GA-300779	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 13 of 61
	514451-MUH-ML-ZZ-DR-GA-300780	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 14 of 61
	514451-MUH-ML-ZZ-DR-GA-300781	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 15 of 61
	514451-MUH-ML-ZZ-DR-GA-300782	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 16 of 61
	514451-MUH-ML-ZZ-DR-GA-300783	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 17 of 61

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ML-ZZ-DR-GA-300784	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 18 of 61
	514451-MUH-ML-ZZ-DR-GA-300785	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 19 of 61
	514451-MUH-ML-ZZ-DR-GA-300786	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 20 of 61
	514451-MUH-ML-ZZ-DR-GA-300787	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 21 of 61
	514451-MUH-ML-ZZ-DR-GA-300788	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 22 of 61
	514451-MUH-ML-ZZ-DR-GA-300789	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 23 of 61
	514451-MUH-ML-ZZ-DR-GA-300790	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 24 of 61
	514451-MUH-ML-ZZ-DR-GA-300791	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 25 of 61
	514451-MUH-ML-ZZ-DR-GA-300792	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 26 of 61
	514451-MUH-ML-ZZ-DR-GA-300793	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 27 of 61

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ML-ZZ-DR-GA-300794	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 28 of 61
	514451-MUH-ML-ZZ-DR-GA-300795	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 29 of 61
	514451-MUH-ML-ZZ-DR-GA-300796	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 30 of 61
	514451-MUH-ML-ZZ-DR-GA-300797	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 31 of 61
	514451-MUH-ML-ZZ-DR-GA-300798	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 32 of 61
	514451-MUH-ML-ZZ-DR-GA-300799	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 33 of 61
	514451-MUH-ML-ZZ-DR-GA-300800	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 34 of 61
	514451-MUH-ML-ZZ-DR-GA-300801	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 35 of 61
	514451-MUH-ML-ZZ-DR-GA-300802	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 36 of 61
	514451-MUH-ML-ZZ-DR-GA-300803	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 37 of 61

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ML-ZZ-DR-GA-300804	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 38 of 61
	514451-MUH-ML-ZZ-DR-GA-300805	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 39 of 61
	514451-MUH-ML-ZZ-DR-GA-300806	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 40 of 61
	514451-MUH-ML-ZZ-DR-GA-300807	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 41 of 61
	514451-MUH-ML-ZZ-DR-GA-300808	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 42 of 61
	514451-MUH-ML-ZZ-DR-GA-300809	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 43 of 61
	514451-MUH-ML-ZZ-DR-GA-300810	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 44 of 61
	514451-MUH-ML-ZZ-DR-GA-300811	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 45 of 61
	514451-MUH-ML-ZZ-DR-GA-300812	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 46 of 61
	514451-MUH-ML-ZZ-DR-GA-300813	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 47 of 61

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ML-ZZ-DR-GA-300814	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 48 of 61
	514451-MUH-ML-ZZ-DR-GA-300815	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 49 of 61
	514451-MUH-ML-ZZ-DR-GA-300816	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 50 of 61
	514451-MUH-ML-ZZ-DR-GA-300817	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 51 of 61
	514451-MUH-ML-ZZ-DR-GA-300818	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 52 of 61
	514451-MUH-ML-ZZ-DR-GA-300819	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 53 of 61
	514451-MUH-ML-ZZ-DR-GA-300820	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 54 of 61
	514451-MUH-ML-ZZ-DR-GA-300821	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 55 of 61
	514451-MUH-ML-ZZ-DR-GA-300822	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 56 of 61
	514451-MUH-ML-ZZ-DR-GA-300823	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 57 of 61

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ML-ZZ-DR-GA-300824	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 58 of 61
	514451-MUH-ML-ZZ-DR-GA-300825	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 59 of 61
	514451-MUH-ML-ZZ-DR-GA-300826	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 60 of 61
	514451-MUH-ML-ZZ-DR-GA-300827	2F	Engineering and Design Report, Mainline General Arrangement, Sheet 61 of 61
Volume 7 Other documents 7.4 Engineering and Design Report Annexes, Annex F2 Underbridge General Arrangements	514451-MUH-00-ZZ-RP-EN-300374	2F	Underbridge General Arrangement Key Plan
	514451-MUH-ST-S2-DR-UB-301337	2F	Thames Bray Underbridge Widening General Arrangement
	514451-MUH-ST-S2-DR-UB-301336	2F	Chalvey Culvert Widening General Arrangement
	514451-MUH-ST-S2-DR-UB-301335	2F	Windsor Branch Railway Underbridge Widening General Arrangement
	514451-MUH-ST-S2-DR-UB-301334	2F	Water and Gas Main Subway General Arrangement
	514451-MUH-ST-S2-DR-UB-301333	2F	Water Main Subway General Arrangement
	514451-MUH-ST-S2-DR-UB-301332	2F	Ashley's Arch Widening General Arrangement
	514451-MUH-ST-S2-DR-UB-301331	2F	Langley Interchange Subway Widening General Arrangement

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ST-S2-DR-UB-301330	2F	Langley Interchange Underbridges Widening
	514451-MUH-ST-S1-DR-UB-301329	2F	Sipson Road Subway Widening General Arrangement
Volume 7 Other documents 7.4 Engineering and Design Report Annexes, Annex F3 Overbridge General Arrangements	514451-MUH-00-ZZ-RP-EN-300374	2F	Overbridge General Arrangement Key Plan
	514451-MUH-ST-S2-DR-OB-301418	2F	Ascot Road Overbridge General Arrangement, Sheet 1 of 2
	514451-MUH-ST-S2-DR-OB-301419	2F	Ascot Road Overbridge General Arrangement, Sheet 2 of 2
	514451-MUH-ST-S2-DR-OB-301420	3F	Monkey Island Lane Overbridge General Arrangement, Sheet 1 of 2
	514451-MUH-ST-S2-DR-OB-301421	3F	Monkey Island Lane Overbridge General Arrangement, Sheet 2 of 2
	514451-MUH-ST-S2-DR-OB-301422	3F	Marsh Lane Overbridge General Arrangement, Sheet 1 of 2
	514451-MUH-ST-S2-DR-OB-301423	2F	Marsh Lane Overbridge General Arrangement, Sheet 2 of 2
	514451-MUH-ST-S2-DR-OB-301424	3F	Lake End Road Overbridge General Arrangement, Sheet 1 of 2
	514451-MUH-ST-S2-DR-OB-301425	2F	Lake End Road Overbridge General Arrangement, Sheet 2 of 2

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision</i>	<i>(4) Drawing Description</i>
	514451-MUH-ST-S2-DR-OB-301426	2F	Huntercombe Spur Overbridge General Arrangement, Sheet 1 of 2
	514451-MUH-ST-S2-DR-OB-301427	2F	Huntercombe Spur Overbridge General Arrangement, Sheet 2 of 2
	514451-MUH-ST-S2-DR-OB-301428	3F	Oldway Lane Overbridge General Arrangement, Sheet 1 of 2
	514451-MUH-ST-S2-DR-OB-301429	2F	Oldway Lane Overbridge General Arrangement, Sheet 2 of 2
	514451-MUH-ST-S2-DR-OB-301430	3F	Wood Lane Overbridge General Arrangement, Sheet 1 of 2
	514451-MUH-ST-S2-DR-OB-301431	3F	Wood Lane Overbridge General Arrangement, Sheet 2 of 2
	514451-MUH-ST-S2-DR-OB-301432	3F	Datchet Road Overbridge General Arrangement, Sheet 1 of 3
	514451-MUH-ST-S2-DR-OB-301433	3F	Datchet Road Overbridge General Arrangement, Sheet 2 of 3
	514451-MUH-ST-S2-DR-OB-301434	3F	Datchet Road Overbridge General Arrangement, Sheet 3 of 3
	514451-MUH-ST-S2-DR-OB-301435	2F	Recreation Ground Overbridge General Arrangement, Sheet 1 of 2
	514451-MUH-ST-S2-DR-OB-301436	2F	Recreation Ground Overbridge General Arrangement, Sheet 2 of 2
	514451-MUH-ST-S2-DR-OB-301437	3F	Riding Court Road Overbridge General Arrangement, Sheet 1 of 2

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ST-S2-DR-OB-301438	3F	Riding Court Road Overbridge General Arrangement, Sheet 2 of 2
	514451-MUH-ST-S2-DR-OB-301439	3F	Old Slade Lane Overbridge General Arrangement, Sheet 1 of 2
	514451-MUH-ST-S2-DR-OB-301440	2F	Old Slade Lane Overbridge General Arrangement, Sheet 2 of 2
Volume 7 Other documents, 7.4 Engineering and Design Report Annexes, Annex F5 CCTV typical detail	WCCTV-15M-SSL-GA	1	15m CCTV Winch SSL GA
Volume 7 Other documents, 7.5 Drainage strategy report, Annex C J12-J8 Verge drainage drawings	514451-MUH-ML-ZZ-DR-DR-300945	2R	Proposed Drainage J12 - J8/9, Surface Water collection, Verge, Key and Index
	514451-MUH-ML-ZZ-DR-DR-300946	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 1 of 32 Ch 62300 – 62900
	514451-MUH-ML-ZZ-DR-DR-300947	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 2 of 32 Ch 61400 – 62300
	514451-MUH-ML-ZZ-DR-DR-300948	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 3 of 32 Ch 60500 – 61400
	514451-MUH-ML-ZZ-DR-DR-300949	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 4 of 32 Ch 59600 – 60500

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision</i>	<i>(4) Drawing Description</i>
	514451-MUH-ML-ZZ-DR-DR-300950	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 5 of 32 Ch 57800 – 59600
	514451-MUH-ML-ZZ-DR-DR-300951	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 6 of 32 Ch 57800 – 57800
	514451-MUH-ML-ZZ-DR-DR-300952	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 7 of 32 Ch 56900 – 57800
	514451-MUH-ML-ZZ-DR-DR-300953	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 8 of 32 Ch 56000 – 56900
	514451-MUH-ML-ZZ-DR-DR-300954	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 9 of 32 Ch 55100 – 56000
	514451-MUH-ML-ZZ-DR-DR-300955	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 10 of 32 Ch 54200 – 55100
	514451-MUH-ML-ZZ-DR-DR-300956	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 11 of 32 Ch 53300 – 54200
	514451-MUH-ML-ZZ-DR-DR-300957	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 12 of 32 Ch 52400 – 53300
	514451-MUH-ML-ZZ-DR-DR-300958	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 13 of 32 Ch 51500- 52400

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision</i>	<i>(4) Drawing Description</i>
	514451-MUH-ML-ZZ-DR-DR-300959	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 14 of 32 Ch 50600 – 51500
	514451-MUH-ML-ZZ-DR-DR-300960	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 15 of 32 Ch 49700 – 50600
	514451-MUH-ML-ZZ-DR-DR-300961	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 16 of 32 Ch 48800 – 49700
	514451-MUH-ML-ZZ-DR-DR-300962	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 17 of 32 Ch 47900 – 48800
	514451-MUH-ML-ZZ-DR-DR-300963	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 18 of 32 Ch 47000 – 47900
	514451-MUH-ML-ZZ-DR-DR-300964	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 19 of 32 Ch 46100 – 47000
	514451-MUH-ML-ZZ-DR-DR-300965	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 20 of 32 Ch 45200 – 46100
	514451-MUH-ML-ZZ-DR-DR-300966	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 21 of 32 Ch 44300 – 45200
	514451-MUH-ML-ZZ-DR-DR-300967	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 22 of 32 Ch 43400 – 44300

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision</i>	<i>(4) Drawing Description</i>
	514451-MUH-ML-ZZ-DR-DR-300968	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 23 of 32 Ch 42500-43400
	514451-MUH-ML-ZZ-DR-DR-300969	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 24 of 32 Ch 41600 – 42500
	514451-MUH-ML-ZZ-DR-DR-300970	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 25 of 32 Ch 40700 – 41600
	514451-MUH-ML-ZZ-DR-DR-300971	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 26 of 32 Ch 39800 – 40700
	514451-MUH-ML-ZZ-DR-DR-300972	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 27 of 32 Ch 38900 – 39800
	514451-MUH-ML-ZZ-DR-DR-300973	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 28 of 32 Ch 38000 – 38900
	514451-MUH-ML-ZZ-DR-DR-300974	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 29 of 32 Ch 37100 – 38000
	514451-MUH-ML-ZZ-DR-DR-300975	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 30 of 32 Ch 36200 – 37100
	514451-MUH-ML-ZZ-DR-DR-300976	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 31 of 32 Ch 35300 – 36200

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ML-ZZ-DR-DR-300977	2R	Proposed Drainage J12 - J8/9, Surface Water Collection, Verge, Sheet 32 of 32 Ch 34400 – 35300
Volume 7 Other documents, 7.5 Drainage strategy report, Annex D J12-J8 Central reserve drainage drawings	514451-MUH-ML-ZZ-DR-DR-300884	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Key and Index
	514451-MUH-ML-ZZ-DR-DR-300885	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 1 of 32 Ch 62300 – 62900
	514451-MUH-ML-ZZ-DR-DR-300886	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 2 of 32 Ch 61400 – 62300
	514451-MUH-ML-ZZ-DR-DR-300887	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 3 of 32 Ch 60500 – 61400
	514451-MUH-ML-ZZ-DR-DR-300888	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 4 of 32 Ch 59600 – 60500
	514451-MUH-ML-ZZ-DR-DR-300889	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 5 of 32 Ch 57800 – 59600
	514451-MUH-ML-ZZ-DR-DR-300890	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 6 of 32 Ch 57800 – 57800

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ML-ZZ-DR-DR-300891	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 7 of 32 Ch 56900 – 57800
	514451-MUH-ML-ZZ-DR-DR-300892	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 8 of 32 Ch 56000 – 56900
	514451-MUH-ML-ZZ-DR-DR-300893	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 9 of 32 Ch 55100 – 56000
	514451-MUH-ML-ZZ-DR-DR-3008943	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 10 of 32 Ch 54200 – 55100
	514451-MUH-ML-ZZ-DR-DR-300895	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 11 of 32 Ch 53300 – 54200
	514451-MUH-ML-ZZ-DR-DR-300896	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 12 of 32 Ch 52400 – 53300
	514451-MUH-ML-ZZ-DR-DR-300897	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 13 of 32 Ch 51500- 52400
	514451-MUH-ML-ZZ-DR-DR-300898	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 14 of 32 Ch 50600 – 51500
	514451-MUH-ML-ZZ-DR-DR-300899	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 15 of 32 Ch 49700 – 50600

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ML-ZZ-DR-DR-300900	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 16 of 32 Ch 48800 – 49700
	514451-MUH-ML-ZZ-DR-DR-300901	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 17 of 32 Ch 47900 – 48800
	514451-MUH-ML-ZZ-DR-DR-300902	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 18 of 32 Ch 47000 – 47900
	514451-MUH-ML-ZZ-DR-DR-300903	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 19 of 32 Ch 46100 – 47000
	514451-MUH-ML-ZZ-DR-DR-300904	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 20 of 32 Ch 45200 – 46100
	514451-MUH-ML-ZZ-DR-DR-300905	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 21 of 32 Ch 44300 – 45200
	514451-MUH-ML-ZZ-DR-DR-300906	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 22 of 32 Ch 43400 – 44300
	514451-MUH-ML-ZZ-DR-DR-300907	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 23 of 32 Ch 42500- 43400

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-ML-ZZ-DR-DR-300908	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 24 of 32 Ch 41600 – 42500
	514451-MUH-ML-ZZ-DR-DR-300909	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 25 of 32 Ch 40700 – 41600
	514451-MUH-ML-ZZ-DR-DR-300910	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 26 of 32 Ch 39800 – 40700
	514451-MUH-ML-ZZ-DR-DR-300911	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 27 of 32 Ch 38900 – 39800
	514451-MUH-ML-ZZ-DR-DR-300912	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 28 of 32 Ch 38000 – 38900
	514451-MUH-ML-ZZ-DR-DR-300913	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 29 of 32 Ch 37100 – 38000
	514451-MUH-ML-ZZ-DR-DR-300914	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 30 of 32 Ch 36200 – 37100
	514451-MUH-ML-ZZ-DR-DR-300915	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 31 of 32 Ch 35300 – 36200
	514451-MUH-ML-ZZ-DR-DR-300916	3R	Proposed Drainage J12 – J8/9, Surface Water Collection, Central Reserve, Sheet 32 of 32 Ch 34400 – 35300

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
Volume 7 Other documents, 7.5 Drainage strategy report, Annex E J12-J8 Junction drainage drawings	537806-MUH-VR-S3-DR-DR-500150	1D	Proposed Drainage J12-J8/9, Surface Water Collection, Junctions, Key and Index of Drawings
	537806-MUH-VR-S3-DR-DR-500151	1D	Proposed Drainage J12-J8/9, Surface Water Collection, Junctions, Sheet 1 of 6, Junction 12
	537806-MUH-VR-S3-DR-DR-500152	1D	Proposed Drainage J12-J8/9, Surface Water Collection, Junctions, Sheet 2 of 6, Reading MSA Junction
	537806-MUH-VR-S3-DR-DR-500153	1D	Proposed Drainage J12-J8/9, Surface Water Collection, Junctions, Sheet 3 of 6, Junction 11
	537806-MUH-VR-S3-DR-DR-500154	1D	Proposed Drainage J12-J8/9, Surface Water Collection, Junctions, Sheet 4 of 6, Junction 10
	537806-MUH-VR-S3-DR-DR-500155	1D	Proposed Drainage J12-J8/9, Surface Water Collection, Junctions, Sheet 5 of 6, Junction 10
	537806-MUH-VR-S3-DR-DR-500156	1D	Proposed Drainage J12-J8/9, Surface Water Collection, Junctions, Sheet 6 of 6, Junction 8/9
Volume 7 Other documents, 7.5 Drainage strategy report, Annex F J12-J8 ERA drainage drawings	537806-MUH-VR-S3-DR-DR-500100	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Key and Index Sheet
	537806-MUH-VR-S3-DR-DR-500101	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 1 of 19, ERA E7-A1

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	537806-MUH-VR-S3-DR-DR-500102	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 2 of 19 ERA E7-B1
	537806-MUH-VR-S3-DR-DR-500103	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 3 of 19 ERA E7-A2
	537806-MUH-VR-S3-DR-DR-500104	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 4 of 19 ERA E7-B2
	537806-MUH-VR-S3-DR-DR-500105	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 5 of 19 ERA E7-A3
	537806-MUH-VR-S3-DR-DR-500106	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 6 of 19 ERA E7-B3
	537806-MUH-VR-S3-DR-DR-500107	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 7 of 19 ERA E7-A4
	537806-MUH-VR-S3-DR-DR-500108	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 8 of 19 ERA E7-B4
	537806-MUH-VR-S3-DR-DR-500109	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 9 of 19 ERA E8-A1
	537806-MUH-VR-S3-DR-DR-500110	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 10 of 19 ERA E8-B1

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	537806-MUH-VR-S3-DR-DR-500111	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 11 of 19 ERA E8-A2
	537806-MUH-VR-S3-DR-DR-500112	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 12 of 19 ERA E8-B2
	537806-MUH-VR-S3-DR-DR-500113	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 13 of 19 ERA E8-A3
	537806-MUH-VR-S3-DR-DR-500114	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 14 of 19 ERA E8-B3
	537806-MUH-VR-S3-DR-DR-500115	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 15 of 19 ERA E9-A1
	537806-MUH-VR-S3-DR-DR-500116	1D	Proposed Drainage Surface Water Collection Emergency Refuge Areas Sheet 16 of 19 ERA E9-A1
	537806-MUH-VR-S3-DR-DR-500117	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 17 of 19 ERA E9-A2
	537806-MUH-VR-S3-DR-DR-500118	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 18 of 19 ERA E9-B3
	537806-MUH-VR-S3-DR-DR-500119	1D	Proposed Drainage J12 - J8/9, Surface Water Collection, Emergency Refuge Areas, Sheet 19 of 19 ERA E9-A3

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
Volume 7 Other documents, 7.5 Drainage strategy report, Annex G J8-J3 Indicative drainage drawings	514451-MUH-00-ZZ-DR-DR-300149	3R	Indicative Drainage J8/9 to J3, Surface Water Collection Key, and Index of Drawings
	514451-MUH-00-ZZ-DR-DR-300150	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 1 of 27, Ch 33500 - 34400
	514451-MUH-00-ZZ-DR-DR-300151	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 2 of 27, Ch 32600 - 33500
	514451-MUH-00-ZZ-DR-DR-300152	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 3 of 27, Ch 31700 - 32600
	514451-MUH-00-ZZ-DR-DR-300153	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 4 of 27, Ch 30800 - 31700
	514451-MUH-00-ZZ-DR-DR-300154	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 5 of 27, Ch 29900 - 30800
	514451-MUH-00-ZZ-DR-DR-300155	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 6 of 27, Ch 29000 - 29900
	514451-MUH-00-ZZ-DR-DR-300156	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 7 of 27, Ch 28100 - 29000
	514451-MUH-00-ZZ-DR-DR-300157	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 8 of 27, Ch 27200 - 28100
	514451-MUH-00-ZZ-DR-DR-300158	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 9 of 27, Ch 26300 - 27200

(1) <i>Application Document</i>	(2) <i>Drawing No.</i>	(3) <i>Revision</i>	(4) <i>Drawing Description</i>
	514451-MUH-00-ZZ-DR-DR-300159	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 10 of 27, Ch 25400 - 26300
	514451-MUH-00-ZZ-DR-DR-300160	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 11 of 27, Ch 24500 - 25400
	514451-MUH-00-ZZ-DR-DR-300161	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 12 of 27, Ch 23600 - 24500
	514451-MUH-00-ZZ-DR-DR-300162	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 13 of 27, Ch 22700 - 23600
	514451-MUH-00-ZZ-DR-DR-300163	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 14 of 27, Ch 21800 - 22700
	514451-MUH-00-ZZ-DR-DR-300164	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 15 of 27, Ch 20900 - 21800
	514451-MUH-00-ZZ-DR-DR-300165	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 16 of 27, Ch 20000 - 20900
	514451-MUH-00-ZZ-DR-DR-300166	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 17 of 27, Ch 19100 - 20000
	514451-MUH-00-ZZ-DR-DR-300167	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 18 of 27, Ch 18200 - 19100
	514451-MUH-00-ZZ-DR-DR-300168	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 19 of 27, Ch 17300 - 18200
	514451-MUH-00-ZZ-DR-DR-300169	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 20 of 27, Ch 16400 - 17300

<i>(1) Application Document</i>	<i>(2) Drawing No.</i>	<i>(3) Revision</i>	<i>(4) Drawing Description</i>
	514451-MUH-00-ZZ-DR-DR-300170	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 21 of 27, Ch 15500 - 16400
	514451-MUH-00-ZZ-DR-DR-300171	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 22 of 27, Ch 14600 - 15500
	514451-MUH-00-ZZ-DR-DR-300172	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 23 of 27, Ch 13700 - 14600
	514451-MUH-00-ZZ-DR-DR-300173	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 24 of 27, Ch 12800 - 13700
	514451-MUH-00-ZZ-DR-DR-300174	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 25 of 27, Ch 11900 - 12800
	514451-MUH-00-ZZ-DR-DR-300175	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 26 of 27, Ch 11000 - 11900
	514451-MUH-00-ZZ-DR-DR-300176	3R	Indicative Drainage J8/9 to J3, Surface Water Collection, Sheet 27 of 27, Ch 10100 - 11000

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises the undertaker to make alterations to and to improve a carriageway between Junctions 3 to 12 of the M4 and carry out all associated works.

The Order permits the undertaker to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

The Order also makes provision in connection with the maintenance of the authorised development.

A copy of the plans, engineering drawings and sections and the book of reference and environmental statement mentioned in this Order and certified in accordance with article 40 of this Order (certification of plans, etc.) may be inspected free of charge during working hours at Highways England, The Cube, 199 Wharfside Street, Birmingham, B1 1RN

Highways England's Manual of Contract Documents and Design Manual for Roads and Bridges are available at www.gov.uk/guidance/standards-for-highways-online-resources.

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