

## SCHEDULES

### SCHEDULE 1

Article 2

#### AUTHORISED DEVELOPMENT

#### **In the administrative areas of Lancashire County Council, Wyre Council and Fylde Borough Council**

A nationally significant infrastructure project as defined in sections 14 and 22 of the 2008 Act, and associated development as defined in section 115 of the 2008 Act, comprising:

**Work No.1** – The construction and alteration of the mainline A585 Amounderness Way commencing at the Scheme limit and terminating at Skippool Junction, approximately 301 metres in length, including associated features such as embankments, additional structures and roadside furniture, as shown on Sheet 1 of the Works Plans.

**Work No.2** – The construction of a non-motorised user pedestrian crossing facilities across left arm (A585 Amounderness Way) of Skippool Junction, approximately 96 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.3** – The diversion of utilities (United Utilities), approximately 176 metres in length, across Skippool Junction, as shown on Sheet 1 of the Works Plans.

**Work No.4** – The construction of the eastbound left turning lane (off-slip road), at Skippool Junction, approximately 158 metres in length from the A585 Amounderness Way onto the B5412 Skippool Road, as shown on Sheet 1 of the Works Plans.

**Work No.5** – The construction of a non-motorised user footway (including provisions for cyclists and pedestrians), south west of Skippool Junction, approximately 57 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.6** – The diversion of utilities (Electricity North West), approximately 206 metres in length, across Skippool Junction, as shown on Sheet 1 of the Works Plans.

**Work No.7** – The diversion of utilities (United Utilities), approximately 57 metres in length, across Skippool Junction, as shown on Sheet 1 of the Works Plans.

**Work No.8** – The diversion of utilities (Electricity North West), approximately 105 metres in length, across Skippool Junction, as shown on Sheet 1 of the Works Plans.

**Work No.9** – The construction of the left turning lane from the A588 Breck Road onto the A585 (westbound), approximately 124 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.10** – The construction of pedestrian crossing facilities across the northern arm of Skippool Junction (B5412 Skippool Road), approximately 53 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.11** – The construction of pedestrian crossing facilities across the southern arm (A588 Breck Road) of Skippool Junction approximately 52 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.12** – The construction of an at-grade, signalised crossroad junction (Skippool Junction), tying in with the existing A588 Breck Road, the B5412 Skippool Road and the A585 Amounderness Way, including all associated widening works and retaining structures, approximately 186 metres in length, as shown on Sheet 1 of the Works Plans.

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**Work No.13** – The construction of the left turning lane from the B5412 Skippool Road onto Breck Road, (eastbound), at Skippool Junction, approximately 128 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.14** – The construction of pedestrian crossing facilities across the eastern arm (A585 Breck Road) of Skippool Junction, approximately 90 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.15** – The diversion of utilities (British Telecommunications PLC), approximately 151 metres in length, across Skippool Junction, as shown on Sheet 1 of the Works Plans.

**Work No.16** – The diversion of utilities (Cadent), approximately 160 metres in length, across Skippool Junction, as shown on Sheet 1 of the Works Plans.

**Work No.17** – The construction of a non-motorised user footway (including provisions for cyclists and pedestrians) approximately 596 metres in length, commencing at a tie in point with the existing footway on the B5412 Skippool Road and terminating at the diverted Old Mains Lane, as shown on Sheet 1 of the Works Plans.

**Work No.18** – The construction of the westbound, left turn lane at Skippool Junction, approximately 155 metres in length, from the A585 Breck Road, continuing onto the A588 Breck Road, heading southbound, as shown on Sheet 1 of the Works Plans.

**Work No.19** – The construction and alteration of Breck Service Road, running parallel to the main A585 Breck Road, approximately 156 metres in length, including the stopping up of the east end entrance and the construction of a “hammerhead” turning area, as shown on Sheet 1 of the Works Plans.

**Work No.20** – The construction of alterations to the existing private means of access, on the north side of A585 Breck Road, approximately 36 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.21** – The construction of a new section of A585 dual carriageway between Skippool Junction and Skippool Bridge Junction, approximately 444 metres in length, including associated features such as embankments, additional structures and roadside furniture, as shown on Sheet 1 of the Works Plans.

**Work No.22** – The construction of a non-motorised user footway (including provisions for cyclists and pedestrians) commencing at the turning point into Breck Road access road and running for approximately 220 metres along the south side of Mains Lane, including pedestrian crossing facilities at Skippool Bridge Junction, as shown on Sheet 1 of the Works Plans.

**WorkNo.23** – The construction of alterations to the existing private means of access on the north side of the A585 Breck Road, approximately 41 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.24** – The diversion of utilities (British Telecommunications PLC), approximately 90 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.25** – The construction of a new underbridge over Main Dyke, including all associated bridge foundations, widening, parapets and roadside furniture, approximately 34 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.26** – The diversion of utilities (Electricity North West), approximately 218 metres in length, running along Mains Lane and across Skippool Bridge Junction, as shown on Sheet 1 of the Works Plans.

**Work No.27** - The diversion of utilities (Cadent), approximately 258 metres in length, running along Mains Lane and across Skippool Bridge Junction, as shown on Sheet 1 of the Works Plans.

**Work No.28** – The construction of the eastbound A585 off-slip lane at Skippool Bridge Junction, approximately 163 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.29** – The construction of the diverted Old Mains Lane Road, approximately 225 metres in length and tying in with the existing Old Mains Lane alignment, as shown on Sheet 1 of the Works Plans.

**Work No.30** – The diversion of utilities (Electricity North West), approximately 384 metres in length, running across Skippool Bridge Junction, as shown on Sheet 1 of the Works Plans.

**Work No.31** – The diversion of utilities (Electricity North West), approximately 379 metres in length, running along diverted Old Mains Lane and across the north side of A585 Breck Road, as shown on Sheet 1 of the Works Plans.

**Work No.32** – The diversion of utilities (British Telecommunications PLC), approximately 357 metres in length, running along diverted Old Mains Lane and across to the north side of the A585 Breck Road, as shown on Sheet 1 of the Works Plans.

**Work No.33** – The diversions of utilities (British Telecommunications PLC), approximately 728 metres in length, running around Skippool Bridge Junction, as shown on Sheet 1 of the Works Plans.

**Work No.34** – The diversion of utilities (United Utilities), approximately 607 metres in length, running from the northern arm of the Skippool Junction along A585 Breck Road and terminating on the diverted Old Mains Lane, as shown on Sheet 1 of the Works Plans.

**Work No.35** – The construction of an at-grade, signalised junction (Skippool Bridge Junction), tying in with the existing A585 Mains Lane, and the new A585 bypass, including all associated widening works and retaining structures, approximately 111 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.36** - The diversion of utilities (United Utilities), approximately 216 metres in length, around Skippool Bridge Junction, as shown on Sheet 1 of the Works Plans.

**Work No.37** – The construction of the eastbound, left turn lane at Skippool Bridge Junction, approximately 34 metres in length, from the A585 Mains Lane, as shown on Sheet 1 of the Works Plans.

**Work No.38** – The construction of an environmental bund (false cutting), approximately 369 metres in length, running along the north side of the new A585 dual carriageway, as shown on Sheet 1 of the Works Plans.

**Work No.39** – The construction of an environmental bund (false cutting), approximately 363 metres in length, running along the south side of the new A585 dual carriageway, as shown on Sheet 1 of the Works Plans.

**Work No.40** – The construction of a section of the new A585 dual carriageway, approximately 1476 metres in length, commencing at Skippool Bridge Junction and terminating at Poulton Junction, including associated features such as embankments, additional structures and roadside furniture, as shown on Sheets 1 and 2 of the Works Plans.

**Work No.41** – The construction of a culvert, approximately 144 metres in length, running at 45° to the alignment of the new A585 dual carriageway, as shown on Sheet 1 of the Works Plans.

**Work No.42** – The diversion of utilities (Electricity North West), approximately 82 metres, running perpendicular to the new A585 Dual Carriageway alignment, as shown on Sheet 1 of the Works Plans.

**Work No.43** – The construction of a drainage attenuation pond and accompanying environmental bund (banking) with a perimeter approximately 322 metres in length, adjacent to the proposed eastbound carriageway as shown on Sheets 1 and 2 of the Works Plans.

**Work No.44** – The construction of a culvert perpendicular to the new A585 Dual Carriageway of length approximately 99 metres, north west of Poulton Junction as shown on Sheet 2 of the Works Plans.

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**Work No.45** – The construction of a culvert perpendicular to the new A585 Dual Carriageway of length approximately 105 metres, north west of Poulton Junction as shown on Sheet 2 of the Works Plans.

**Work No.46** – The construction of the new A585 Dual Carriageway westbound on-slip, left turning, lane at Poulton Junction, approximately 80 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.47** – The construction of an at grade crossroad junction (Poulton Junction) tying in with the existing A586 Garstang Road East and the new A585 Dual Carriageway including all associated widening works and retaining structures approximately 402 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.48** – The construction of a non-motorised user footway (including provisions for cyclists and pedestrians) along A586 Garstang Road East, approximately 169 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.49** – The construction of the new A585 Dual Carriageway eastbound off-slip, left turning, lane at Poulton Junction, approximately 87 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.50** – The construction of the new A585 Dual Carriageway eastbound on-slip, left turning, lane at Poulton Junction, approximately 28 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.51** – The diversion of utilities (United Utilities) along A586 Garstang Road East at Poulton Junction approximately 315 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.52** – The construction of an access route (path) to the drainage attenuation pond located South East of Poulton Junction approximately 45 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.53** – The diversion of utilities (United Utilities) along A586 Garstang Road East at Poulton Junction approximately 253 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.54** – The diversion of utilities (Cadent) along A586 Garstang Road East at Poulton Junction approximately 253 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.55** – The construction of an environmental bund (false cutting) along the south side of the new A585 Dual Carriageway, south of Poulton Junction, approximately 351 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.56** – The construction of the new A585 Dual Carriageway westbound off-slip left turning lane at Poulton Junction approximately 81 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.57** – The construction of a drainage attenuation pond and accompanying environmental bund (banking) with a perimeter approximately 210 metres in length, adjacent to Poulton Junction, as shown on Sheet 2 of the Works Plans.

**Work No.58** – The construction of a section of the new A585 Dual Carriageway, approximately 2609 metres in length, commencing at Poulton Junction, and terminating at Windy Harbour Junction, including all associated features such as embankments, cuttings, additional structures and roadside furniture, as shown on Sheets 2, 3 and 4 of the Works Plans.

**Work No.59** – The construction of an environmental bund along the north side of the new A585 Dual Carriageway, south of Poulton Junction, approximately 531 metres in length, as shown on Sheets 2 and 3 of the Works Plans.

**Work No.60** – The diversion of utilities (United Utilities) parallel to the new A585 Dual Carriageway, running for approximately 828 metres in length, as shown on Sheets 2 and 3 of the Works Plans.

**Work No.61** – The diversion of utilities (United Utilities) commencing in land adjacent to the new A585 Dual Carriageway and running for approximately 746 metres in length, as shown on Sheets 2 and 3 of the Works Plans.

**Work No.62** – The construction of a culvert, approximately 94 metres in length, perpendicular to the new A585 Dual Carriageway, as shown on Sheet 2 of the Works Plans.

**Work No.63** – The construction of a borrow pit including the excavation, working and restoration to win material required for the construction of the A585 Windy Harbour to Skippool Improvement Scheme, situated adjacently to the west of Lodge Lane to the north of the proposed bypass, with a perimeter approximately 1270 metres, as shown on Sheets 2 and 3 of the Works Plans.

**Work No.64** – The diversion of utilities (Electricity North West), approximately 165 metres in length, running parallel to the north of the new A585 Dual Carriageway, as shown on Sheet 3 of the Works Plans.

**Work No.65** – The diversion of utilities (British Telecommunications PLC), approximately 143 metres in length, along Lodge Lane Bridge, as shown on Sheet 3 of the Works Plans.

**Work No.66** – The stopping up of the existing private means of access road, approximately 29 metres in length, as shown on Sheet 3 of the Works Plans.

**Work No.67** – The diversion of utilities (United Utilities), approximately 59 metres in length, running along Lodge Lane Bridge, as shown on Sheet 3 of the Works Plans.

**Work No.68** The construction of alterations to the private means of access, approximately 16 metres in length, as shown on Sheet 3 of the Works Plans.

**Work No.69** – The diversion of utilities (Cadent), approximately 439 metres in length at Lodge Lane Bridge, as shown on Sheet 3 of the Works Plans.

**Work No.70** – The construction and alteration of Lodge Lane and new overbridge (Lodge Lane Bridge) including all associated bridge foundations, widening, parapets and roadside furniture, approximately 191 metres in length, as shown on Sheet 3 of the Works Plans.

**Work No.71** – The diversion of utilities (Electricity North West), approximately 204 metres in length, along private means of access to Singleton Manor and up Lodge Lane to the north, as shown on Sheet 3 of the Works Plans.

**Work No.72** – The diversion of utilities (Electricity North West), approximately 269 metres in length, along private means of access to Singleton Manor, across Lodge Lane and running along the south side of the new A585 dual carriageway, as shown on Sheet 3 of the Works Plans.

**Work No.73** – The diversion of utilities (United Utilities), approximately 203 metres in length, along private means of access to Singleton Manor, as shown on Sheet 3 of the Works Plans.

**Work No.74** – The construction of a new private means of access, approximately 117 metres in length, as shown on Sheet 3 of the Works Plans.

**Work No.75** – The diversion of utilities (British Telecommunications PLC), approximately 119 metres in length, along private means of access to Singleton Manor, as shown on Sheet 3 of the Works Plans.

**Work No.76** – The diversion of utilities (Cadent), approximately 55 metres in length, along private means of access to Singleton Manor, as shown on Sheet 3 of the Works Plans.

**Work No.77** – The diversion of utilities (United Utilities), approximately 90 metres in length, running at 45° to the alignment of the new A585 dual carriageway, as shown on Sheet 3 of the Works Plans.

**Work No.78** – The construction of a borrow pit including the excavation, working and restoration to win material required for the construction of the A585 Windy Harbour to Skippool Improvement Scheme, situated adjacently to the west of Lodge Lane to the south of the proposed bypass, with a perimeter approximately 768 metres, as shown on Sheet 3 of the Works Plans.

**Work No.79** – The construction of a footbridge (Grange Footbridge), including accompanying bridge foundations, stairs, ramps and non-motorised user footway, approximately 394 metres in length, as shown on Sheet 3 of the Works Plans.

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**Work No.80** – The diversion of utilities (Cadent), approximately 1005 metres in length, running along the north side of the new A585 dual carriageway, commencing at Garstang New Road and terminating at Windy Harbour Junction, as shown on Sheets 3 and 4 of the Works Plans.

**Work No.81** – The diversion of utilities (British Telecommunications PLC), approximately 1033 metres in length, running along the north side of the new A585 dual carriageway, commencing at Garstang New Road and terminating at Windy Harbour Junction, as shown on Sheets 3 and 4 of the Works Plans.

**Work No.82** – The construction of a non-motorised user footway (including provisions for cyclists and pedestrians) along the north side of the new A585 dual carriageway, commencing at Grange Footbridge, running for approximately 987 metres in length and terminating at Windy Harbour Junction, as shown on Sheets 3 and 4 of the Works Plans.

**Work No.83** – The detrunking of a section of Garstang New Road between Little Singleton Junction and Grange Footbridge, approximately 753 metres in length including the construction of a non-motorised user footway (including provisions for cyclists and pedestrians), as shown on Sheet 3 of the Works Plans.

**Work No.84** – The construction of the northwest arm of Little Singleton Junction, approximately 71 metres in length, as shown on Sheet 3 of the Works Plans.

**Work No.85** – The construction of the northeast arm of Little Singleton Junction, approximately 60 metres in length, as shown on Sheet 3 of the Works Plans.

**Work No.86** – The construction of the west arm of Little Singleton Junction, approximately 74 metres in length, as shown on Sheet 3 of the Works Plans.

**Work No.87** – The construction of the “Q-turn” at Little Singleton Junction, approximately 46 metres in length, as shown on Sheet 3 of the Works Plans.

**Work No.88** – The construction of the south arm of Little Singleton Junction, approximately 50 metres in length, as shown on Sheet 3 of the Works Plans.

**Work No.89** – The construction of the east arm of Little Singleton Junction, approximately 77 metres, in length, including the stopping up of Garstang New Road, as shown on Sheet 3 of the Works Plans.

**Work No.90** – The construction of a drainage attenuation pond and accompanying environmental bund, with a perimeter of approximately 203 metres, located on the south side of the new A585 dual carriageway, as shown on Sheet 4 of the Works Plans.

**Work No.91** – The construction of a culvert, perpendicular to the new A585 dual carriageway, approximately 55 metres in length, as shown on Sheet 4 of the Works Plans.

**Work No.92** – The construction of a culvert, perpendicular to the new A585 dual carriageway, approximately 53 metres in length, as shown on Sheet 4 of the Works Plans.

**Work No.93** – The construction of a drainage attenuation pond and accompanying environmental bund, with a perimeter of approximately 176 metres, located on the south side of the new A585 dual carriageway, as shown on Sheet 4 of the Works Plans.

**Work No.94** – The construction of pedestrian crossing facilities and footpath at the termination of the new A585 dual carriageway at Windy Harbour Junction, tying in with existing crossing facilities at the junction, approximately 62 metres in length, as shown on Sheet 4 of the Works Plans.

**Work No.95** – The improvements associated with the de-trunking of the existing A585 between Skippool Bridge Junction and Little Singleton Junction, approximately 1947 metres in length as shown on Sheets 1, 2 and 3 of the Works Plans, including the construction of a non-motorised user footway (including provisions for cyclists and pedestrians).

**Work No.96** – The construction of a culvert, perpendicular to the new A585 dual carriageway, approximately 57 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.97** – The construction and alteration of Shard Road Junction, approximately 55 metres in length, including associated features such as embankments, additional structures and roadside furniture, as shown on Sheet 1 of the Works Plans.

**Work No.98** – The construction of flood mitigation area (1) with a perimeter of approximately 367 metres, including associated embankments, as shown on Sheet 1 of the Works Plans.

**Work No.99** – The construction of a non-motorised user footway (including provision for cyclists and pedestrians) between Skippool Bridge Junction and Old Mains Lane, approximately 36 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.100** – The construction of pedestrian crossing facilities across the new A585 Dual Carriageway at Poulton Junction, approximately 93 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.101** – The construction of a non-motorised user footway (including provisions for cyclists and pedestrians) along A586 Garstang Road East, approximately 168 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.102** – The construction of pedestrian crossing facilities across the new A585 Dual Carriageway westbound at Skippool Bridge Junction, approximately 38 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.103** – The construction of pedestrian crossing facilities across the new A585 Dual Carriageway eastbound at Skippool Bridge Junction, approximately 21 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.104** – The construction of pedestrian crossing facilities across the new Skippool Bridge Junction left turning lane, approximately 24 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.105** – The construction of pedestrian crossing facilities across the new Skippool Bridge Junction left turning lane, approximately 47 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.106** – The construction of a non-motorised user footway (including provisions for cyclists and pedestrians) along the A585 Mains Lane, approximately 111 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.107** – The construction of an environmental bund (false cutting), approximately 667 metres in length, running along the north side of the new A585 dual carriageway, as shown on Sheet 2 of the Works Plans.

**Work No.108** – The construction of an environmental bund (false cutting), approximately 298 metres in length, running along the south side of the new A585 dual carriageway, as shown on Sheet 1 of the Works Plans.

**Work No.109** – The construction of flood mitigation area (4) with a perimeter of approximately 288 metres, including associated embankments, as shown on Sheet 2 of the Works Plans.

**Work No.110** – The construction of flood mitigation area (3) with a perimeter of approximately 491 metres, including associated embankments, as shown on Sheet 2 of the Works Plans.

**Work No.111** – The construction of flood mitigation area (2) with a perimeter of approximately 619 metres, including associated embankments, as shown on Sheets 1 and 2 of the Works Plans.

**Work No.112** – The diversion of utilities (Electricity North West) running perpendicular to the A585 approximately 42 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.113** – The construction of a new private means of access to the west of Poulton Junction on the A586, approximately 516 metres in length, as shown on Sheets 1 and 2 of the Works Plans.

**Work No.114** – The construction of a new private means of access to the south of Grange footbridge, approximately 758 metres in length, as shown on Sheet 3 of the Works Plans.

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**Work No.115** – The construction of a culvert (Skippool Clough), approximately 104 metres in length, running directly beneath Skippool Junction, including the abandoning of the existing Skippool Clough culvert, as shown on Sheet 1 of the Works Plans.

**Work No.116** – The diversion of utilities (United Utilities), approximately 27 metres in length, running perpendicular to the new A585 Dual Carriageway, as shown on Sheet 1 of the Works Plans.

**Work No.117** – The construction of a farm access track and accommodation fencing on the north side of the track, approximately 84 metres in length, running parallel to the north side of the new A585 Dual carriageway towards Ryecroft Farm, as shown on Sheet 1 of the Works Plans.

**Work No.118** – The construction of an altered connection, approximately 21 metres in length, from the footway to the section of Wyre Way west of Horsebridge Dyke, as shown on Sheet 1 of the Works Plans.

**Work No.119** – The construction of an altered connection, approximately 12 metres in length, from the footway to the section of Wyre Way west of Horsebridge Dyke, as shown on Sheet 1 of the Works Plans.

**Work No.120** – The diversion of utilities (GTC Infrastructure Limited), approximately 69 metres in length, along private means of access to Singleton Manor, as shown on Sheet 3 of the Works Plans.

**Work No.121** – The diversion of utilities (British Telecommunications PLC) along A586 Garstang Road East at Poulton Junction, approximately 344 metres in length, as shown on Sheet 2 of the Works Plans.

**Work No.122** – The construction of a dwarf wall, approximately 135 metres in length, along the northern footway at Skippool Junction from Throstles Nest to a point east of Skippool Junction, as shown on Sheet 1 of the Works Plans.

**Work No.123** – The construction of an accommodation culvert, perpendicular to a new access track, approximately 13 metres in length, as shown on Sheet 1 of the Works Plans.

In connection with the construction of any of those works, 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, footpath, footway, cycle track or verge within the street; altering the level or increasing the width of any such kerb, footpath, footway, cycle track or verge; and reducing the width of the carriageway of the street;
- (b) works required for the strengthening, improvement, maintenance, or reconstruction of any street;
- (c) works for the strengthening, alteration or demolition of any building;
- (d) ramps, means of access, non-motorised links, footpaths, footways, bridleways, cycle tracks and crossing facilities;
- (e) embankments, viaducts, aprons, abutments, shafts, foundations, retaining walls, drainage, outfalls, ditches, pollution control devices, 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; tunnelling or boring under a street;
- (g) works to place, alter, divert, relocate, remove or maintain the position of apparatus, services, plant and other equipment in a street, or in other land, including mains, sewers, drains, pipes, lights and cables;
- (h) works to alter the course of, or otherwise interfere with, a watercourse;



- (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) works to place, alter, remove or maintain road furniture;
- (l) site preparation works, site clearance (including fencing, vegetation removal, demolition of existing structures and the creation of alternative footpaths); earthworks (including soils stripping and storage, site levelling);
- (m) the felling of trees and hedgerows;
- (n) establishment of site construction compounds, storage areas, temporary vehicle parking, construction fencing, perimeter enclosure, security fencing, construction related buildings, welfare facilities, construction lighting, haulage roads and other machinery, apparatus, works and conveniences;
- (o) the provision of other works including pavement works, kerbing and paved areas works, signing, signals, gantries, road markings works, traffic management measures including temporary roads and such other works as are associated with the construction of the authorised development; and
- (p) such other works, working sites storage areas, works of demolition or works of whatever nature, as may be necessary or expedient for the purposes of, or for purposes associated with or ancillary to, the construction, operation or maintenance of the authorised development which do not give rise to any materially new or materially different environmental effects to those assessed in the environmental statement.

## SCHEDULE 2

Article 3

### REQUIREMENTS

#### PART 1

#### REQUIREMENTS

##### *Interpretation*

**1.** In this Schedule—

“contaminated land” has the same meaning as that given in section 78A(1) of the Environmental Protection Act 1990;

“European protected species” has the same meaning as in regulations 42 (European protected species of animals) and 46 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2017(2);

“the Manual of Contract Documents for Highway Works” means the document of that name published electronically by or on behalf of the strategic highway authority for England or any equivalent replacement published for that document;

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(1) 1990 c. 43. Section 78A was inserted by section 57 of the Environment Act 1995 (c. 25) and amended by section 86(2) of the Water Act 2003 (c. 37).

(2) S.I. 2017/1012.

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“nationally protected species” means any species protected under the Wildlife and Countryside Act 1981(3); and

“REAC” means the record of environmental actions and commitments at Volume 7 of the environmental statement (Application Document TR010035/APP/7.3).

#### *Time limits*

2. The authorised development must commence no later than the expiration of 5 years beginning with the date that this Order comes into force.

#### *Detailed design*

3.—(1) The authorised development must be designed in detail and carried out in accordance with the preliminary scheme design shown on the works plans and engineering drawings and sections unless otherwise agreed in writing by the Secretary of State following consultation with the relevant planning authority on matters related to its functions, provided that the Secretary of State is satisfied that any amendments to the works plans and engineering drawings and sections showing departures from the preliminary scheme design would not give rise to any materially new or materially different 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 and engineering drawings and sections and the undertaker must make those amended details available in electronic form for inspection by members of the public.

#### *Construction and handover environmental management plans*

4.—(1) No part of the authorised development is to commence until a CEMP, substantially in accordance with the outline CEMP, for that part has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and Natural England to the extent that it relates to matters relevant to their function.

(2) The CEMP must be written in accordance with ISO14001 and must—

- (a) be in accordance with the mitigation measures set out in the REAC;
- (b) contain a record of all sensitive environmental features that have the potential to be affected by the construction of the proposed development;
- (c) require adherence to working hours of 07:30–18:00 Mondays to Fridays and 08:00–14:00 on Saturday except for—
  - (i) deliveries, movements to work, maintenance and general preparation works but not including running plant and machinery for a period of one hour either side of the above times;
  - (ii) night-time closures including for road crossings and final surfacing tie ins;
  - (iii) any oversize deliveries or deliveries where daytime working would be excessively disruptive to normal traffic operation;
  - (iv) junction tie-in works;
  - (v) repair or maintenance of construction equipment;
  - (vi) removal of overhead power lines;
  - (vii) overnight traffic management measures;

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(3) 1981 c. 69.

- (viii) cases of emergency; and
- (ix) as otherwise agreed by the relevant planning authority in advance;
- (d) include the following management plans which must be in accordance with the REAC—
  - (i) Bird Mitigation Strategy;
  - (ii) Biodiversity Enhancement Strategy;
  - (iii) Soil Management Plan;
  - (iv) Soil Resource Plan;
  - (v) Noise and Vibration Management Plan;
  - (vi) Pollution Control Plan;
  - (vii) Emergency Spillage Response Plan;
  - (viii) Emergency Flood Response Plan;
  - (ix) Dewatering Management Plan;
  - (x) Construction Water Management Plan;
  - (xi) Site Waste Management Plan;
  - (xii) Materials Management Plan;
  - (xiii) Borrow Pit – Restoration Aftercare Plan;
  - (xiv) Asbestos Management Plan;
  - (xv) Flood Warning Evacuation Plan.
- (3) The construction of the authorised development must be carried out in accordance with the approved CEMP and any mitigation, monitoring and adaptive management measures contained in the approved CEMP must be implemented.
- (4) A HEMP must be developed and completed by the end of the construction, commissioning and handover stage of the authorised development, in accordance with the process set out in the approved CEMP.
- (5) The HEMP must address the matters set out in the approved CEMP that are relevant to the operation and maintenance of the authorised development, and must 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.
- (6) The authorised development must be operated and maintained in accordance with the HEMP.

### *Landscaping*

5.—(1) The authorised development must be landscaped in accordance with a landscaping scheme which sets out details of all proposed hard and soft landscaping works and which has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority on matters related to its function.

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(2) The landscaping scheme must reflect the mitigation measures set out in the REAC and must be based on the illustrative environmental masterplan within the environmental statement (Application Document TR010035/APP/6.19).

- (3) The landscaping scheme prepared under sub-paragraph (1) must include details of—
- (a) location, number, species mix, size and planting density of any proposed planting;
  - (b) cultivation, importing of materials and other operations to ensure plant establishment;
  - (c) existing trees to be retained, with measures for their protection during the construction period;
  - (d) proposed finished ground levels; and
  - (e) implementation timetables for all landscaping works.

(4) 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.

(5) Any tree or shrub planted as part of the landscaping scheme that, within a period of 5 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 at least the same species and size as that originally planted, or where significant loss occurs a size and species which accords with the provisions for replacement planting identified in the approved HEMP, unless the Secretary of State, following consultation with the relevant planning authority on matters related to its function, gives consent to a variation.

#### *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 Secretary of State, 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 on matters related to its function and the Environment Agency.

(3) Remediation must be carried out in accordance with the approved scheme.

#### *Protected species*

7.—(1) In the event that any protected species which are not previously identified in the environmental statement or nesting birds are found at any time when carrying out the authorised development the undertaker must cease construction works and report it immediately to the Ecological Clerk of Works.

(2) The undertaker must prepare a written scheme for the protection and mitigation measures for any protected species that were not previously identified in the environmental statement or nesting birds when carrying out the authorised development. Where nesting birds are identified works should cease within 10 metres of the nest until birds have fledged and the nest is no longer in use.

(3) The undertaker must implement the written scheme prepared under sub-paragraph (2) immediately and construction in the area specified in the written scheme must not recommence until any necessary licences are obtained to enable mitigation measures to be implemented.

(4) Prior to demolition of Skippool Bridge the undertaker must carry out an endoscope survey of the features on the bridge which have the potential to be used by bats. If the results of the survey show that bats are present and a protected species licence is required, no further work shall be undertaken to the bridge until a written scheme of investigation and mitigation has been prepared.

(5) The undertaker must implement the written scheme prepared under sub-paragraph (4) immediately and construction in the area specified in the written scheme must not recommence until any necessary licences are obtained to enable mitigation measures to be implemented.

(6) The undertaker must implement the Bird Mitigation Strategy prepared under requirement 4(2)(d)(i) at all times during construction of the authorised development unless otherwise agreed in writing by the Secretary of State following consultation with Natural England.

#### *Surface and foul water drainage*

8.—(1) No part of the authorised development is to commence until for that part written details of the surface and foul water drainage system, reflecting the mitigation measures set out in the REAC including means of pollution control, have been submitted and approved in writing by the Secretary of State following consultation with the lead local flood authority on matters related to its function.

(2) The surface and foul water drainage system must be constructed in accordance with the approved details, unless otherwise agreed in writing by the Secretary of State following consultation with the lead local flood authority on matters related to its function, provided that the Secretary of State is satisfied that any amendments to the approved details would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

#### *Archaeological remains*

9.—(1) No part of the authorised development is to commence until for that part a written scheme for the investigation of areas of archaeological interest, reflecting the relevant mitigation measures set out in the Archaeology Mitigation Strategy and draft Written Scheme of Investigation, has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority on matters related to its function.

(2) The authorised development must be carried out in accordance with the scheme referred to in sub-paragraph (1).

(3) A copy of any analysis, reporting, publication or archiving required as part of the written scheme referred to in sub-paragraph (1) must be deposited with the Historic Environment Record of the relevant planning authority within one year of the date of completion of the authorised development or such other period as may be agreed in writing by the relevant planning authority or specified in the written scheme referred to in sub-paragraph (1).

(4) Any archaeological remains not previously identified which are revealed when carrying out the authorised development must be retained in situ and reported to the relevant planning authority as soon as reasonably practicable from the date they are identified.

(5) No construction operations are to take place within 10 metres of the remains referred to in sub-paragraph (4) for a period of 14 days from the date of any notice served under sub-paragraph (4) unless otherwise agreed in writing by the relevant planning authority.

(6) If the relevant planning authority determines in writing that the archaeological remains require further investigation, no construction operations are to take place within 10 metres of the remains

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until provision has been made for the further investigation and recording of the remains in accordance with details to be submitted in writing to, and approved in writing by, the relevant planning authority.

#### *Traffic management*

**10.**—(1) No part of the authorised development is to commence until a traffic management plan for that part has been submitted to and approved in writing by the Secretary of State, following consultation with the local highway authority on matters related to its function.

(2) The authorised development must be constructed in accordance with the traffic management plan referred to in sub-paragraph (1).

#### *Amendments to approved details*

**11.** With respect to any requirement which requires the authorised development to be carried out in accordance with the details of schemes or plans approved under this Schedule, the approved details or schemes or plans are taken to include any amendments that may subsequently be approved in writing.

#### *Fencing*

**12.** Any permanent and temporary fencing and other means of enclosure for the authorised development must be constructed and installed in accordance with Volume 1, Series 0300 of the Manual of Contract Documents for Highway Works except where any departures from that manual are agreed in writing by the Secretary of State in connection with the authorised development.

#### *Details of consultation*

**13.**—(1) With respect to any requirement which requires details to be submitted to the Secretary of State for approval under this Schedule following consultation with another party, the undertaker must provide such other party with not less than 14 days for any response to the consultation and thereafter the details submitted to the Secretary of State for approval 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.

#### *Temporary compensatory flood storage system*

**14.**—(1) Development must not be commenced within the 1% plus 30% for climate change flood extent of the Main Dyke, illustrated in Figure D8 of the Flood Risk Assessment (document reference TR010035/APP/5.2–v1) until details of a temporary compensatory flood storage scheme is

submitted to and approved in writing by the Secretary of State. The scheme must include details of the design, function, construction and, as appropriate, decommissioning of the temporary compensatory flood storage area, to ensure that a suitably engineered solution is provided that will not impede access to Main Dyke (Skiptool Creek) for maintenance purposes and will allow for the storage and subsequent drain down of flood waters that would be displaced by the development.

(2) The scheme must be fully implemented as approved and subsequently maintained in accordance with the approved details until it is decommissioned.

#### *Soil survey and mitigation plan*

**15.**—(1) No part of the authorised development is to commence until an agricultural land classification and soil survey has been undertaken and a soil mitigation plan has been prepared and has been submitted and approved in writing by the Secretary of State following consultation with Natural England.

(2) The undertaker must implement the soil mitigation plan prepared under sub-paragraph (1) during construction of the authorised development.

## PART 2

### PROCEDURE FOR DISCHARGE OF REQUIREMENTS

#### *Applications made under requirements*

**16.**—(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 17; 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 from a body required to be consulted by the undertaker under the requirement that considers it likely that the subject matter of the application would give rise to any materially new or materially different 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.

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### *Further information*

**17.**—(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 16 (applications made under requirements) and in this paragraph.

(4) In this paragraph, “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(4).

### *Register of requirements*

**18.**—(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*

**19.** 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.

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(4) 1971 c.80.



## SCHEDULE 3

Articles 11 and 15

## CLASSIFICATION OF ROADS, ETC.

## PART 1

## TRUNK ROADS

<i>(1)</i> <i>Road</i>	<i>(2)</i> <i>Extent</i>
A585 at Skippool Junction cross roads	Entire junction within Point 1 of the Streets, Rights of Way and Access Plans (Sheet 1)
A585(T) between Skippool Junction and Skippool Bridge Junction	Shown within Point 1 of the Streets, Rights of Way and Access Plans (Sheet 1)
A585 at Skippool Bridge Junction	Entire junction within Point 1 of the Streets, Rights of Way and Access Plans (Sheet 1)
A585(T) between Skippool Bridge Junction and Poulton Junction	Shown by Point 7 of the Streets, Rights of Way and Access Plans (Sheets 1 and 2)
A585 at Poulton Junction cross roads	Cross roads shown by Point 8 of the Streets, Rights of Way and Access Plans (Sheet 2)
A585(T) between Poulton Junction and intersect with de-classified Garstang New Road	Shown by Point 9 of the Streets, Rights of Way and Access Plans (Sheets 2 and 3)
A585(T) between intersect with de-classified Garstang New Road and Windy Harbour Junction	Shown by Point 14 of the Streets, Rights of Way and Access Plans (Sheet 4)

## PART 2

## CLASSIFIED ROADS

<i>(1)</i> <i>Road</i>	<i>(2)</i> <i>Extent</i>
A586 Garstang Road East (west of proposed Poulton Junction)	Shown by Point 10 of the Streets, Rights of Way and Access Plans (Sheet 2)
B5260 Lodge Lane Bridge	Shown by Point 12 of the Streets, Rights of Way and Access Plans (Sheet 3)
Garstang Road East (to be re-classified as the B5260)	Shown by Point 11 of the Streets, Rights of Way and Access Plans (Sheets 2 and 3)
Mains Lane between Skippool Bridge Junction and Shard Road Junction (to be re-classified as the A588)	Shown by Point 19 and 18 of the Streets, Rights of Way and Access Plans (Sheet 1)

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### PART 3

#### UNCLASSIFIED ROADS

<i>(1)</i> <i>Road</i>	<i>(2)</i> <i>Extent</i>
Mains Lane between Shard Road Junction and Little Singleton Junction	Shown by Point 17 of the Streets, Rights of Way and Access Plans (Sheets 1, 2 and 3)
De-classified Garstang New Road between Little Singleton Junction and Garstang footbridge	Shown by Point 15 of the Streets, Rights of Way and Access Plans (Sheet 3)

### PART 4

#### OTHER PUBLIC RIGHTS OF WAY

<i>(1)</i> <i>Public right of way</i>	<i>(2)</i> <i>Extent</i>
Non-segregated footway/cycle track (including crossing facilities over Skippool Junction, Skippool Bridge Junction, Poulton Junction and Little Singleton Junction)	Shown with Points 1, 8, 10, 11, 18, 17, 16, 15 and 14 of the Streets, Rights of Way and Access Plans

### PART 5

#### ROADS TO BE DE-TRUNKED

**In the administration areas of Lancashire County Council, Wyre Council and Fylde Borough Council**

The section of highway between Point A on Sheet 1 of the Traffic Regulation Measures and De-Trunking Plans, being a point 488 metres west of Shard Road Junction and Point C on Sheet 3 of the Traffic Regulation Measures and De-Trunking Plans, being a point 678 metres east of Little Singleton Junction for a distance of approximately 2700 metres in a south easterly direction.

### PART 6

#### SPEED LIMITS

<i>(1)</i> <i>Parish(es)</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Speed Limit</i>
Poulton-le-Fylde	A585 (eastbound)	40 miles per hour

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<i>(1)</i> <i>Parish(es)</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Speed Limit</i>
	<p>From where the A585 Amounderness Way meets Skippool Junction heading east along its length to a point 135 metres south of Skippool Bridge Junction for a total distance of 920 metres</p> <p>As shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans</p>	
Poulton-le-Fylde	<p>A585 (westbound)</p> <p>From a point 373 metres south of Skippool Bridge Junction heading west along its length to where the A585 Amounderness Way meets Skippool Junction for a total distance of 1112 metres</p> <p>As shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans</p>	40 miles per hour
Poulton-le-Fylde	<p>A588 Breck Road</p> <p>From Skippool Junction to a point 41 metres south from Skippool Junction for a total distance of 41 metres</p> <p>As shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans</p>	40 miles per hour
Poulton-le-Fylde	<p>B5412 Skippool Road</p> <p>From Skippool Junction to a point 37 metres north from Skippool Junction for a total distance of 37 metres</p> <p>As shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans</p>	40 miles per hour
Singleton	Old Mains Lane	30 miles per hour

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<i>(1)</i> <i>Parish(es)</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Speed Limit</i>
	<p>From Skippool Bridge Junction along its length to a point 213 metres north west from Skippool Bridge Junction for a total distance of 213 metres</p> <p>As shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans</p>	
Singleton	<p>Skippool Bridge Junction eastbound between A585 and the re-classified A588 Mains Lane for a total distance of 217 metres</p> <p>As shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans</p>	40 miles per hour
Singleton	<p>Skippool Bridge Junction westbound between the re-classified A588 Mains Lane and A585 for a total distance of 110 metres</p> <p>As shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans</p>	40 miles per hour
Singleton	<p>A585 (eastbound)</p> <p>From a point 135 metres south of Skippool Bridge heading east along its length to a point 306 metres north west from Poulton Junction for a total distance of 995 metres</p> <p>As shown on Sheet 1 and 2 of the Traffic Regulation Measures and De-trunking Plans</p>	National de-restricted speed limit (70 miles per hour)
Singleton	<p>A585 (westbound)</p> <p>From a point 306 metres north west from Poulton Junction heading west along its length to a point 373 metres south of</p>	National de-restricted speed limit (70 miles per hour)

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<i>(1)</i> <i>Parish(es)</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Speed Limit</i>
	<p>Skippool Bridge Junction for a total distance of 801 metres</p> <p>As shown on Sheet 1 and 2 of the Traffic Regulation Measures and De-trunking Plans</p>	
Singleton	<p>A585 (eastbound)</p> <p>From a point 306 metres north from Poulton Junction heading east along its length to a point 280 metres south east of Poulton Junction for a total distance of 589 metres</p> <p>As shown on Sheet 2 of the Traffic Regulation Measures and De-trunking Plans</p>	50 miles per hour
Singleton	<p>A585 (westbound)</p> <p>From a point 280 metres south east from Poulton Junction heading west along its length to a point 306 metres north west of Poulton Junction for a total distance of 589 metres</p> <p>As shown on sheet 2 of the Traffic Regulation Measures and De-trunking Plans</p>	50 miles per hour
Singleton	<p>A585 (eastbound)</p> <p>From a point 280 metres south east of Poulton Junction heading east along its length to a point 238 metres west from Windy Harbour Junction for a total distance of 2094 metres</p> <p>As shown on Sheet 2, 3 and 4 of the Traffic Regulation Measures and De-trunking Plans</p>	National de-restricted speed limit (70 miles per hour)
Singleton	A585 (westbound)	National de-restricted speed limit (70 miles per hour)

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<i>(1)</i> <i>Parish(es)</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Speed Limit</i>
	<p>From a point 240 metres west from Windy Harbour Junction heading west along its length to a point 280 metres south east of Poulton Junction for a total distance of 2094 metres</p> <p>As shown on Sheet 2,3 and 4 of the Traffic Regulation Measures and De-trunking Plans</p>	
Singleton	<p>Mains Lane</p> <p>For the whole length of Mains Lane between Shard Road Junction and Little Singleton Junction, a length of 1515 metres</p> <p>As shown on Sheet 1, 2, and 3 of the Traffic Regulation Measures and De-trunking Plans</p>	30 miles per hour
Singleton	<p>(Re-classified B5260) Garstang Road East</p> <p>From a point 66 metres east of Poulton Junction along its length to Little Singleton Junction for a total distance of 719 metres</p> <p>As shown on Sheet 2 and 3 of the Traffic Regulation Measures and De-trunking Plans</p>	30 miles per hour
Singleton	<p>De-classified Garstang New Road</p> <p>For the whole length of the de-classified Garstang New Road between Little Singleton Junction and Grange Footbridge, a length of 631 metres</p>	30 miles per hour

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<i>(1)</i> <i>Parish(es)</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Speed Limit</i>
	As shown on Sheet 3 of the Traffic Regulation Measures and De-trunking Plans	
Singleton	B5260 Lodge Lane  From Little Singleton Junction along its length for a total distance of 532 metres  As shown on Sheet 3 of the Traffic Regulation Measures and De-trunking Plans	40 miles per hour

## PART 7

### REVOCATIONS AND VARIATIONS OF EXISTING TRAFFIC REGULATION ORDERS

<i>(1)</i> <i>Parishes</i>	<i>(2)</i> <i>Road name, number and length</i>	<i>(3)</i> <i>Title of Order</i>	<i>(4)</i> <i>Revocations or Variations</i>
Singleton	Mains Lane, A585, 2904 yards	Order 1973 (No.2)	Revocation

## PART 8

### NEW TRAFFIC REGULATION ORDERS SOUGHT

<i>(1)</i> <i>Parish(es)</i>	<i>(2)</i> <i>Road name and number</i>	<i>(3)</i> <i>Traffic Regulation Sought</i>
Poulton-le-Fylde	A585 Breck Road	No entry on westbound carriageway at Skippool Junction for traffic travelling east, as shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans
Poulton-le-Fylde	A585 Breck Road	No entry on eastbound carriageway at Skippool Junction for traffic travelling west, as shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans

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(1) <i>Parish(es)</i>	(2) <i>Road name and number</i>	(3) <i>Traffic Regulation Sought</i>
Poulton-le-Fylde	Breck Service Road	No through road for traffic entering Breck Service Road from A588 Breck Road, as shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans
Poulton-le-Fylde	A585 Breck Road	Prohibition of right turn movements for all traffic entering on to the A585 westbound carriageway from accesses to the south of the A585 Breck Road between Skippool Junction and proposed Skippool Bridge Junction, as show on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans
Poulton-le-Fylde	A585 Breck Road	Prohibition of right turn movements for all traffic entering on to the A585 eastbound carriageway from accesses to the south of the A585 Breck Road between Skippool Junction and proposed Skippool Bridge Junction, as show on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans
Singleton	A585	No entry on westbound carriageway at proposed Skippool Bridge Junction for traffic travelling east, as shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans
Singleton	A585	No entry on eastbound carriageway at proposed Skippool Bridge Junction for traffic travelling west, as shown on Sheet 1 of the Traffic Regulation Measures and De-trunking Plans
Singleton	A585	No entry on westbound carriageway at proposed Poulton Junction for traffic



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<i>(1)</i> <i>Parish(es)</i>	<i>(2)</i> <i>Road name and number</i>	<i>(3)</i> <i>Traffic Regulation Sought</i>
		travelling east, as shown on Sheet 2 of the Traffic Regulation Measures and De-trunking Plans
Singleton	A585	No entry on eastbound carriageway at proposed Poulton Junction for traffic travelling west, as shown on Sheet 2 of the Traffic Regulation Measures and De-trunking Plans
Singleton	Mains Lane	One way road for traffic using the proposed “U” turn facility at Little Singleton Junction, as shown on Sheet 3 of the Traffic Regulation Measures and De-trunking Plans
Singleton	Garstang New Road	No through road for traffic entering Garstang New Road from Little Singleton Junction, as shown on Sheet 3 of the Traffic Regulation Measures and De-trunking Plans

SCHEDULE 4

Article 13

PERMANENT STOPPING UP OF STREETS AND PRIVATE MEANS OF ACCESS

PART 1

PUBLIC RIGHTS OF WAY OR HIGHWAY TO BE STOPPED UP AND FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> <i>Public right of way or highway to be stopped up</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>New highway to be substituted</i>
The stopping up of public right of way FP 8 (Singleton)	At Point E as shown on Sheet 1 of the Streets, Rights of Way and Access Plans	At Point 5 as shown on Sheet 1 of the Streets, Rights of Way and Access Plans
The stopping up of highway known as Old Mains Lane	At Point F as shown on Sheet 1 of the Streets, Rights of Way and Access Plans	At Point 6 as shown on Sheet 1 of the Streets, Rights of Way and Access Plans

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<i>(1)</i> <i>Public right of way or highway to be stopped up</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>New highway to be substituted</i>
The stopping up of public right of way FP 2 (Singleton)	At Point U as shown on Sheet 3 of the Streets, Rights of Way and Access Plans	At Point 13 as shown on Sheet 3 of the Streets, Rights of Way and Access Plans

## PART 2

### PUBLIC RIGHTS OF WAY OR HIGHWAY TO BE STOPPED UP AND FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> <i>Public right of way or highway to be stopped up</i>	<i>(2)</i> <i>Extent of stopping up</i>
The stopping up of highway at Old Breck Road Service Road	At Point B as shown on Sheet 1 of the Streets, Rights of Way and Access Plans
The stopping up of highway at Old Breck Road Service Road	At Point C as shown on Sheet 1 of the Streets, Rights of Way and Access Plans
The stopping up of highway at Old Breck Road Service Road	At Point D as shown on Sheet 1 of the Streets, Rights of Way and Access Plans

## PART 3

### PRIVATE MEANS OF ACCESS TO BE STOPPED UP AND FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> <i>Private means of access to be stopped up</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>New private means of access to be substituted</i>
Private means of access adjacent to the south of the A585	At Point J as shown on Sheet 1 of the Streets, Rights of Way and Access Plans	At Point h as shown on Sheet 1 of the Streets, Rights of Way and Access Plans
Private means of access adjacent to the north of the A585	At Point K as shown on Sheet 1 of the Streets, Rights of Way and Access Plans	At Point k as shown on Sheet 1 of the Streets, Rights of Way and Access Plans
Private means of access adjacent to the east of the A588	At Point M as shown on Sheet 1 of the Streets, Rights of Way and Access Plans	At Point p as shown on Sheet 1 of the Streets, Rights of Way and Access Plans
Private means of access adjacent to the north of the A586	At Point N as shown on Sheet 2 of the Streets, Rights of Way and Access Plans	At Point m as shown on Sheet 2 of the Streets, Rights of Way and Access Plans

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<i>(1)</i> <i>Private means of access to be stopped up</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>New private means of access to be substituted</i>
Private means of access adjacent to the north of the A586	At Point Q as shown on Sheet 2 of the Streets, Rights of Way and Access Plans	At Point m as shown on Sheet 2 of the Streets, Rights of Way and Access Plans
Private means of access adjacent to the south of the A586	At Point P as shown on Sheet 2 of the Streets, Rights of Way and Access Plans	At Point P as shown on Sheet 2 of the Streets, Rights of Way and Access Plans
Private means of access adjacent to the east of the B5260	At Point R as shown on Sheet 3 of the Streets, Rights of Way and Access Plans	At Point w as shown on Sheet 3 of the Streets, Rights of Way and Access Plans
Private means of access adjacent to the east of the B5260	At Point S as shown on Sheet 3 of the Streets, Rights of Way and Access Plans	At Point w as shown on Sheet 3 of the Streets, Rights of Way and Access Plans
Private means of access adjacent to the south of the A585	At Point T as shown on Sheet 3 of the Streets, Rights of Way and Access Plans	At Point z as shown on Sheet 3 of the Streets, Rights of Way and Access Plans
Private means of access adjacent to the east of Pool Foot Lane	At Point V as shown on Sheet 3 of the Streets, Rights of Way and Access Plans	At Point y as shown on Sheet 3 of the Streets, Rights of Way and Access Plans
Private means of access adjacent to the south of the A585	At Point W as shown on Sheet 4 of the Streets, Rights of Way and Access Plans	At Point z as shown on Sheet 3 of the Streets, Rights of Way and Access Plans
Private means of access adjacent to the north of the A585	At Point Z as shown on Sheet 1 of the Streets, Rights of Way and Access Plans	At Point ac as shown on Sheet 3 of the Streets, Rights of Way and Access Plans

## PART 4

### PRIVATE MEANS OF ACCESS TO BE STOPPED UP AND FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> <i>Private means of access to be stopped up</i>	<i>(2)</i> <i>Extent of stopping up</i>
Private means of access (gate) adjacent to the south of Old Mains Lane	At Point G as shown on Sheet 1 of the Streets, Rights of Way and Access Plans
Private means of access (gate) adjacent to the south of the A585	At Point H as shown on Sheet 1 of the Streets, Rights of Way and Access Plans
Private means of access (gate) adjacent to the south of the A585	At Point X as shown on Sheet 4 of the Streets, Rights of Way and Access Plans
Private means of access (gate) adjacent to the south of the A585	At Point Y as shown on Sheet 4 of the Streets, Rights of Way and Access Plans

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## SCHEDULE 5

Article 23(2)

## 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>
<b>Land Plans – Sheet 1</b>	
1/34c	To construct, operate, access and maintain Skippool bridge (Work No.25)
<b>Land Plans – Sheet 4</b>	
4/02e, 4/06i	To construct, operate, access and maintain a culvert/ditch outfall (Work No.41)
4/06j, 4/08h	To construct, operate, access and maintain a culvert/ditch outfall (Work No.96)
4/08i	To construct, operate, access and maintain a culvert/ditch outfall (Work No.44)
4/08j	To construct, operate, access and maintain a culvert/ditch outfall (Work No.45)
4/08k	To operate, access and maintain a bridge
<b>Land Plans – Sheet 5</b>	
5/01m	To operate, access and maintain a bridge
5/01n, 5/02a, 5/02, 5/01d, 5/03, 5/04, 5/05a, 5/06f	To operate, access and maintain a drainage outfall (Work No.62)
5/14a, 5/13c, 5/09g, 5/13b	To construct, operate, access and maintain Lodge Lane Bridge (Work No.70)
<b>Land Plans – Sheet 7</b>	
7/10, 7/04e, 7/04d	To construct, operate, access and maintain a culvert/ditch outfall (Work No.92)

## SCHEDULE 6

Article 23

## 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 in respect of compensation on the compulsory purchase of land and interests in land.

**2.—(1)** Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act, substitute—

“(5A) If—

- (a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 6 of the A585 Windy Harbour to Skippool Highway Development Consent Order 2020);
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 6 to the A585 Windy Harbour to Skippool Highway Development Consent Order 2020) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right.”.

**3.—(1)** Without limitation on the scope of paragraph 1, the Land Compensation Act 1973<sup>(5)</sup>, 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(3)—

- (a) for “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

#### *Application of Part 1 of the 1965 Act*

**4.** Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 25 (modification of Part 1 of the 1965 Act)) to the acquisition of land under article 20 (compulsory acquisition of land) applies to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition of a restrictive covenant under article 23(1) (compulsory acquisition of rights and restrictive covenants)—

- (a) with the modifications specified in paragraph 5; and
- (b) with such other modifications as may be necessary.

**5.—(1)** The modifications referred to in paragraph 4(a) are as follows.

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the 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 enforced.

(3) For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

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(5) 1973 c. 26.

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“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 but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified 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.

(5) Section 11(6) (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 20), 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; and sections 11A(7) (powers of entry; further notices of entry), 11B(8) (counter-notice requiring possession to be taken on specified date), 12(9) (unauthorised entry) and 13(10) (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20(11) (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.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 25(4) is also 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.

(8) For Schedule 2A of the 1965 Act substitute—

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- (6) 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), section 186(2), 187(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.
  - (7) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016.
  - (8) Section 11B was inserted by section 187(2) of the Housing and Planning Act 2016.
  - (9) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23).
  - (10) 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).
  - (11) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

## “SCHEDULE 2A

### COUNTER-NOTICE REQUIRING PURCHASE OF LAND NOT IN NOTICE TO TREAT

#### *Introduction*

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or a restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 26 (application of the 1981 Act) of the A585 Windy Harbour to Skippool Highway Development Consent Order 2020 in respect of the land to which the notice to treat relates.

(2) But see article 27(3) (acquisition of subsoil and airspace only) of the A585 Windy Harbour to Skippool Highway Development Consent Order 2020 which excludes the acquisition of subsoil or airspace only from this Schedule).

2. In this Schedule, “house” includes any park or garden belonging to a house.

#### *Counter-notice requiring purchase of land*

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the acquiring authority to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

#### *Response to counter-notice*

5. On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

6. The acquiring authority must serve notice of its 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 acquiring authority decides to refer the counter-notice to the Upper Tribunal it must do so within the decision period.

8. If the acquiring authority does not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the acquiring authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

#### *Determination by 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

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(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 proposed use of the right or covenant proposed to be acquired, 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 acquiring authority ought to be required to take.

13. If the Upper Tribunal determines that the acquiring 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 acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring 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 it 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.

15. Any dispute as to the compensation is to be determined by the Upper Tribunal.”.

## SCHEDULE 7

Article 29

### LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
<b>Land Plans – Sheet 1</b>		
1/07a, 1/07f, 1/07l	Required to provide construction working area for replacement culvert and for the diversion of electric cables and associated auxiliary cables	Work No.6 Work No.115
1/05a, 1/05b	Required to provide construction working area for replacement culvert and dwarf wall and for the diversion of a water pipeline	Work No.34 Work No.115 Work No.122
1/05c	Required for the provision of the main site compound to include, but not limited to, site offices, welfare facilities, parking provisions, storage of plant and materials and the treatment of site generated waste	All Works



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(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>
1/05d	Required to provide construction working area for the combined footway/cycleway and for the diversion of a water pipeline	Work No.17 Work No.34
1/30a, 1/34a	Required to provide an improved private means of access and for the diversion of a water pipeline and for the diversion of electric cables and associated auxiliary cables	Work No.23 Work No.24 Work No.30 Work No.31
1/30b, 1/34b, 1/34f, 1/34g	Required for the diversion of a water pipeline and for the diversion of electric cables and associated auxiliary cables	Work No.24 Work No.30 Work No.31
Land Plans – Sheet 3		
3/01a	Required to provide a construction working area and improved private means of access	Work No.97
Land Plans – Sheet 4		
4/02c	Required to provide a construction working area for highway boundary fencing and for the diversion of electric cables and associated auxiliary cables	Work No.36 Work No.40
4/02b, 4/02c, 4/03a, 4/02d, 4/06c, 4/06d, 4/06h, 4/06e, 4/06g, 4/08b, 4/08e, 4/08g	Required to provide a construction working area for highway boundary fencing	Work No.40
4/06d, 4/06h, 4/06g	Required to provide a construction working area for highway boundary fencing and for the diversion of electric cables and associated auxiliary cables	Work No.40 Work No.42
4/06f	Required to provide a flood mitigation area	Work No.98
4/08a	Required to provide a flood mitigation area	Work No.111
4/08d	Required to provide a flood mitigation area	Work No.110
4/08f	Required to provide a flood mitigation area	Work No.109
4/08l	Required to provide a construction working area and for drainage works	Work No.113
4/10a, 4/12	Required for the provision of the main site compound to include, but not limited to, site offices, welfare facilities, parking provisions,	All Works

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(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>
	storage of plant and materials and the treatment of site generated waste	
<b>Land Plans – Sheet 5</b>		
5/01a	Required to provide a construction working area (including for construction material storage, construction access and storage of plant) and for the diversion of water pipelines	All Works
5/01c	Required to provide a construction working area for highway boundary fencing and for the diversion of a water pipeline	Work No.48 Work No.53 Work No.55 Work No.58
5/01e	Required to provide a temporary access for main construction compound	All Works
5/01f, 5/01k, 5/01i	Required to provide a construction working area for highway boundary fencing	Work No.57 Work No.58 Work No.59
5/01h, 5/06j	Required for the diversion of a water pipeline and construction working area for culvert	Work No.61 Work No.62
5/05b	Required for the diversion of a water pipeline	Work No.60
5/06a	Required to provide a borrow pit area and for the diversion of electric cables and associated auxiliary cables and water pipeline	Work No.63 Work No.61 Work No.64
5/06c	Required to provide a construction working area for highway boundary fencing and for the diversion of water pipelines and electric cables and associated auxiliary cables	Work No.58 Work No.59 Work No.61
5/06i	Required to provide a construction working area for the bridge and for the diversion of electric cables and associated auxiliary cables	Work No.58 Work No.70 Work No.64
5/06d	Required to provide a construction working area for highway boundary fencing and for	Work No.58

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(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>
	the diversions of water pipelines and electric cables and associated auxiliary cables	Work No.60 Work No.61 Work No.72
5/06b	Required to provide a borrow pit area and for the diversion of electric cables and associated auxiliary cables and for diversion of a gas pipeline and for the diversion of water pipelines	Work No.60 Work No.61 Work No.69 Work No.72 Work No.78
5/06h	Required to provide a construction working area for the bridge and for the diversion of electric cables and associated auxiliary cables and gas pipeline	Work No. 69 Work No.70 Work No.72
5/07c, 5/15a	Required for the diversion of a water pipeline	Work No.61
5/12	Required to provide an improved private means of access and for the diversion of a gas pipeline	Work No.67 Work No.68
5/15, 5/07b, 5/07d	Required for the diversion of a water pipeline	Work No.60
5/09e, 5/09c, 5/09d, 5/09b	Required to provide an improved private means of access and for the diversion of electric cables and associated auxiliary works and for the diversion of a gas pipeline and for the diversion for telecommunications cables	Work No.71 Work No.72 Work No.73 Work No.74 Work No.75 Work No.76 Work No.120
Land Plans – Sheet 6		
6/43a	Required to provide a construction working area for highway boundary fencing	Work No.87
Land Plans – Sheet 7		

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(1) <i>Plot Reference Number shown on Land Plans</i>	(2) <i>Purpose for which temporary possession may be taken</i>	(3) <i>Relevant part of the authorised development</i>
7/01a	Required to provide a construction working area for highway boundary fencing	Work No.58
7/02d	Required to provide a construction working area for highway boundary fencing and for the diversion of a water pipeline	Work No.58 Work No.77
7/06b, 7/06c, 7/08a, 7/07a	Required to provide a construction working area for highway boundary fencing	Work No.58 Work No.90 Work No.93
7/07b, 7/07c	Required to provide a construction working area for highway boundary fencing and pavement widening	Work No.58
7/04a	Required to provide a construction working area for highway boundary fencing and culvert	Work No.58 Work No.91
Land Plans – Sheet 8		
8/02d	Required to provide a construction working area for highway boundary fencing	Work No.29
8/02e, 8/04	Required to provide a habitat mitigation area	All Works

## SCHEDULE 8

Article 35

## DEEMED MARINE LICENCE

## PART 1

## INTRODUCTORY

**Interpretation**

1.—(1) In this licence—

“the 2008 Act” means the Planning Act 2008(12);

“the 2009 Act” means the Marine and Coastal Access Act 2009(13);

“authorised development” has the meaning given in paragraph 4;

(12) 2008 c. 29.

(13) 2009 c. 23.

“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 (bank holidays) of the Banking and Financial Dealings Act 1971(14);

“the licence holder” means the undertaker and any agent, contractor or sub-contractor acting on its behalf;

“licensed activity” means any activity described in Part 2 of this licence;

“the Local Office” means MMO Office, Lutra House, Dodd Way, Walton Summit, Lancashire PR5 8BX;

“the MMO” means the Marine Management Organisation;

“the Order” means The A585 Windy Harbour to Skippool Highway Development Consent Order 2020;

“the undertaker” means Highways England Company Limited (registered company number 09346363).

(2) Unless otherwise specified, all geographical co-ordinates given in this licence are in latitude and longitude degrees and minutes to two decimal places.

## Addresses

2.—(1) Unless otherwise advised in writing by the MMO, the address for postal correspondence with the MMO for the purposes of this licence is the Marine Management Organisation, Marine Licensing Team, Lancaster House, Newcastle Business Park, Newcastle upon Tyne, NE4 7YH, telephone 0300 123 1032.

(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.consents@marinemanagement.org.uk](mailto:marine.consents@marinemanagement.org.uk) and the address for electronic communication with the Local Office for the purposes of this licence is [preston@marinemanagement.org.uk](mailto:preston@marinemanagement.org.uk).

## PART 2

### LICENSED ACTIVITIES

3. Subject to the licence conditions in Part 4 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 development; and
- (b) are not exempt from requiring a marine licence by virtue of any provision made under section 74 of the 2009 Act.

4. In this licence, “authorised development” means—

- (a) The construction of a culvert (Skippool Clough), approximately 104 metres in length, running directly beneath Skippool Junction, including the abandoning of the existing Skippool Clough culvert comprising—
  - (i) Works to Horsebridge Dyke.
  - (ii) The works include alterations of the headwall and apron including re-provision of the Environment Agency’s flap valve and alterations to highway drainage outfall through the headwall.
  - (iii) Any works ancillary to these works.

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(14) 1971 c. 80.

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- (b) The works described above are located at—
- (i) Point reference 1 – Easting 335495E, Northing 440629N, 10km Tile SD3549540629;
  - (ii) Point reference 2 – Easting 335485E, Northing 440609N, 10km Tile SD3548540609;
  - (iii) Point reference 3 – Easting 335485E, Northing 440610N, 10km Tile SD3548240610; and
  - (iv) Point reference 4 – Easting 335491E, Northing 440630N, 10km Tile SD3549140630.

### PART 3

#### ENFORCEMENT

**5.** Any breach of this licence does not constitute a breach of the Order but is subject to the enforcement regime in Chapter 3 of Part 4 of the 2009 Act as a licence deemed to have been granted under section 149A of the 2008 Act.

### PART 4

#### CONDITIONS

**6.** The licence holder must inform the MMO and the Local Office in writing of the intended start date and the likely duration of licensed activities on a site at least 10 business days prior to the commencement of the first licensed marine activity.

**7.** Should the licence holder become aware that any of the information on which the granting of this licence was based has changed or is likely to change, the licence holder must notify the MMO at the earliest opportunity. Failure to do so may render this licence invalid and may lead to enforcement action.

**8.** 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 Guidelines.

**9.** The licence holder must ensure that the MMO and the Local Office is notified in writing of the completion of the works within 10 business days following the completion of any of the works.

**10.** The licence holder must ensure that any equipment, temporary structures, waste and debris associated with the works are removed within 6 weeks of completion of any of the works.

**11.** The licence holder must notify the MMO in writing of any agents, contractors or sub-contractors 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. 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 sub-contractors that will carry on the licensed activity on behalf of the licence holder.

**12.** Any oil fuel or chemical spill within the marine environment must be reported to the MMO Marine Pollution Response Team within 12 hours

- (a) Within office hours: 0300 200 2024
- (b) Outside office hours: 07770 977 825

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(c) At all times if other numbers are unavailable 0345 0518486. dispersants@marinemanagement.org.uk.

**13.** Bunding and/or storage facilities must be installed to contain and prevent the release of fuel, oils, and chemicals associated with plant, refuelling and construction equipment, into the marine environment. Secondary containment must be used with a capacity of no less than 110% of the container’s storage capacity.

**14.** The licence holder must submit a method statement to the MMO at least 10 weeks prior to the proposed commencement of the licensed activities. Once approved the method statement and any mitigation measures contained therein must be strictly adhered to. Licensed activities must not commence until written approval is used by the MMO.

**15.** 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.

**16.** 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.

- (a) The sort-start duration must be a period of not less than twenty minutes.
- (b) Should piling cease for a period greater than ten minutes, then the soft start procedure must be repeated.

**17.** 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.

**18.** During licensed activities all wastes must be stored in designated areas that are isolated from surface water drains, open water and bunded to contain any spillage.

SCHEDULE 9

Article 34 and 37

HEDGEROWS AND TREES

PART 1

HEDGEROWS

<i>(1)</i> <i>Hedgerow</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>	<i>(4)</i> <i>Important Hedgerow</i>
H1	Removal	Work Nos.13, 15, 16, 17, 21 and 34	No
H2	Removal	Work Nos.17, 21, 34 and 122	No
H3	Removal	Work Nos.21, 22, 26, 27 and 36	No

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<i>(1)</i> <i>Hedgerow</i>	<i>(2)</i> <i>Work to be carried out</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>	<i>(4)</i> <i>Important Hedgerow</i>
H4	Removal	Work Nos.28, 29, 30, 31, 32, 33 and 34	No
H5	Removal	Work Nos.38, 39 and 40	No
H6	Removal	Work No.41	Yes
H7	Removal	Work Nos.38 and 41	Yes
H8	Removal	Work Nos.40, 96 and 108	Yes
H9	Removal	Work Nos.40, 44 and 107	Yes
H10	Removal	Work No.107	Yes
H11	Removal	Work Nos.58, 60 and 62	Yes
H12	Removal	Work Nos.58, 64, 65, 67, 69, 70, 71, 72, 73, 74, 75 and 76	Yes
H13	Removal	Work Nos.58, 64, 65, 67, 69, 70, 71, 72, 73, 74, 75 and 76	No
H14	Removal	Work Nos.85, 87 and 89	No
H15	Removal	Work Nos. 58, 79 and 114	Yes
H16	Removal	Work Nos.58, 80, 81, 82, 91 and 92	No
H17	Removal	Work Nos.58 and 90	Yes
H18	Removal	Work Nos.58 and 93	Yes
H19	Removal	Work Nos.58, 80, 81, 82, 91 and 92	No
H20	Removal	Work No.58	No
H21	Removal	Work Nos.58, 80, 81, 82, 91 and 92	No
H22	Removal	Work No.97	No
H23	Removal	Work No.115	No



## PART 2

### TREES SUBJECT TO TREE PRESERVATION ORDERS

(1) <i>Type of tree</i>	(2) <i>Work to be carried out</i>	(3) <i>Relevant part of the authorised development</i>	(4) <i>TPO reference</i>
Multiple species (group TPO)	Felling/Removal	Work Nos.58, 64, 65, 69, 70, 71 and 73	FYLDE TPO 1-1974

### SCHEDULE 10

Article 31 and 40

### PROTECTIVE PROVISIONS

## PART 1

### FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this Part of this Schedule (excluding Cadent Gas Ltd to whom the provisions of Part 3 of this Schedule apply) the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertaker 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 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(15)), belonging to or maintained by that utility undertaker for the purposes of electricity supply;
- (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(16) 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 utility undertaker for the purposes of water supply; and
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the utility undertaker under the Water Industry Act 1991(17); and

(15) 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).

(16) 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.

(17) 1991 c. 56.

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- (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4)(18) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104(19) (agreement to adopt sewers, drains or sewage disposal works, at future date) 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;

“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

“utility undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;
- (c) 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 utility 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 utility undertaker 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 and restriction of use of streets and private means of access), any utility 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 utility undertaker legal easements reasonably satisfactory to the utility undertaker in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the utility 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 12 (temporary stopping up and restriction of use of streets), a utility 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.

(18) Section 102 was amended by sections 96(1) and 101(2) of, and Part 3 of Schedule 9 to the Water Act 2003 (c. 37) and section 56 of, and paragraph 90 of Schedule 7 to the Water Act 2014 (c. 21).

(19) Section 104 was amended by sections 96(4) of the Water Act 2003, section 42(3) of the Flood and Water Management Act 2010 (c.29) and section 11(2) of the Water Act 2014.

### *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 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 must not be extinguished, until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (6).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 28 days' written notice of that requirement, together with a plan 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 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 utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 43 (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 43 (arbitration), and after the grant to the utility 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 utility undertaker in question that the undertaker desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by 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.

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### *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 utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 43 (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.

### *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 utility 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 utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is 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 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 it must give to the utility 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 utility undertaker all expenses reasonably 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 7(2).

(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 utility undertaker in question by virtue of sub-paragraph (1) must 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 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.

**11.—**(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 or 7(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of 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 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 utility undertaker on behalf of the undertaker or in accordance with a plan approved by a utility undertaker or in accordance with any requirement of a utility 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 utility undertaker, its officers, servants, contractors or agents.

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(4) 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 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 utility undertaker requires the removal of apparatus under paragraph 7(2) or a utility 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 utility undertaker’s undertaking and each utility 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 utility 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<sup>(20)</sup>;

“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<sup>(21)</sup>;

“electronic communications code network” means—

- (a) so much of an electronic communications network or infrastructure 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;

“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(2) of that code; and

“operator” means the operator of an electronic communications code network.

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<sup>(20)</sup> 2003 c. 21.

<sup>(21)</sup> See section 106 which was amended by section 4(3) to (9) of the Digital Economy Act 2017 (c. 30).

16. The exercise of the powers conferred by article 31 (statutory undertakers) is subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code.

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 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).

(5) 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 or 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.

(6) 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 CADENT GAS LTD AS GAS UNDERTAKER

#### Application

18. The provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and Cadent.

#### Interpretation

19. In this Part of this Schedule—

“acceptable insurance” means a third party public and 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

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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) (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Part of this Schedule;

“Cadent” means Cadent Gas Ltd and its successors in title and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986<sup>(22)</sup>;

“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 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, must 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” includes 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;

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(22) 1986 c. 44.



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“rights” includes 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 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 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 of Cadent in stopped up streets), 26 (retained apparatus : protection of Cadent), 27 (expenses) and 28 (indemnity) of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, the other provisions of this Part 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) Paragraphs 24 and 25 of this Part of this Schedule 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 limitation on the scope of 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 affects any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 24 of this Part of this Schedule.

(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 provisions of this Part of this Schedule apply and take precedence over article 32(2) to (7) (apparatus and rights of statutory undertakers) 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

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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 paragraph (2), must—

- (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 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 Part of this Schedule will prevail.

(4) Any agreement or consent granted by Cadent under paragraph 26 or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph 23(1).

(5) As a condition of an agreement between the parties in paragraph 23(1) that involves decommissioned 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 decommissioned apparatus from the date of such surrender.

(6) Where the 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-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 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 does not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to do so.

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

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraphs (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.

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### **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 (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (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 32 (arbitration) of this Part of this Schedule and the arbitrator is to 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 (5), 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 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 must implement an appropriate ground mitigation scheme save that Cadent retains, the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 27 of this Part of this Schedule.

## **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 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;

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- (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; and
- (g) any watching brief pursuant to paragraph 9(6).

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(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 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 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; 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 workmanlike manner or in a manner that does not accord with the approved plan.

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

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents;
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the Planning Act 2008 or article 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-paragraph (b) will be subject to the full terms of this Part of this Schedule including this paragraph 28.

(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 paragraph (a) or (b) above it will immediately notify Cadent in writing, put into place the acceptable insurance without delay and will 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 any way 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 prevents Cadent from seeking injunctive relief (or

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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 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**

**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 paragraph 24(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 26, 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 shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) Whenever Cadent’s consent, agreement or approval is required in relation to plans, documents or other information submitted by 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 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 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 paragraph 26(1) must be sent to Cadent Gas Limited Plant Protection at [plantprotection@cadentgas.com](mailto:plantprotection@cadentgas.com) or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker.



SCHEDULE 11

Article 41

DOCUMENTS TO BE CERTIFIED

<i>(1)</i> <i>Document</i>	<i>(2)</i> <i>Document Reference</i>
Book of Reference	TR010035/APP/4.3
Flood Risk Assessment	TR010035/APP/5.2
Habitat Regulation Assessment	TR010035/APP/5.4
Environmental Statement	TR010035/APP/6.1 – 6.20
Outline CEMP	TR010035/APP/7.2
Location Plan	TR010035/APP/2.1
Land Plans	TR010035/APP/2.2
Works Plans	TR010035/APP/2.3
Streets, Rights of Way and Access Plans	TR010035/APP/2.4
Traffic Regulation Measures and De-trunking Plans	TR010035/APP/2.8
Classification of Road Plans	TR010035/APP/2.7
Engineering Drawings and Sections	TR010035/APP/2.6
Hedgerow and Protected Trees Plans	TR010035/APP/2.10
Crown land plans	TR010035/APP/2.11
Record of Environmental Actions and Commitments	TR010035/APP/7.3