

SCHEDULES

SCHEDULE 9

PROTECTIVE PROVISIONS

PART 3

FOR THE PROTECTION OF SCOTTISHPOWER RENEWABLES

Application

20. For the protection of ScottishPower Renewables and the Wind Farm, the following provisions have effect unless otherwise agreed in writing between the undertaker and ScottishPower Renewables.

Interpretation

21. In this Part of this Schedule—

“the Design Vehicle” means the abnormal load vehicle, load and associated tracking as shown on the ScottishPower Renewables Tracking Drawings;

“ScottishPower Renewables” means ScottishPower Renewables (UK) Limited (company registered in Northern Ireland under number NI028425) whose registered office is at The Soloist, 1 Lanyon Place, Belfast, Northern Ireland BT1 3LP;

“ScottishPower Renewables Tracking Drawings” means the drawings certified by the Secretary of State as the ScottishPower Renewables Tracking Drawings for the purposes of this Order; and

“the Wind Farm” means Carland Cross Wind Farm comprising ten wind turbine generators, a control building, cabling and associated plant and infrastructure.

Construction Programme

22.—(1) At least 56 days prior to the commencement of the authorised development the undertaker must consult with ScottishPower Renewables on a detailed construction programme and traffic management plan which must clearly set out the access arrangements for the Wind Farm in respect of all types of vehicles for all stages of construction of the authorised development.

(2) ScottishPower Renewables must notify the undertaker within 28 days of receipt of the documents referred to in sub-paragraph (1) where it considers that either or both of the construction programme and the traffic management plan have the potential to affect access to the Wind Farm and/or the commercial operation of the Wind Farm.

(3) If the undertaker does not receive notification from ScottishPower Renewables in accordance with sub-paragraph (2) then ScottishPower Renewables shall be deemed to be satisfied with the documents and the undertaker shall be at liberty to proceed with the authorised development.

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(4) The undertaker must make reasonable attempts to agree a resolution to any concerns raised by ScottishPower Renewables in accordance with sub-paragraph (2) prior to commencing the relevant part of the authorised development.

Chiverton Junction

23.—(1) At least 28 days prior to the commencement of Work No. 3 the undertaker must provide to ScottishPower Renewables copies of detailed design information for that work demonstrating that the safe manoeuvre of the Design Vehicle can be accommodated travelling from the east and turning through the same junction to travel back east.

(2) If by the expiry of 28 days beginning with the date on which a plan or document under sub-paragraph (1) is submitted to it ScottishPower Renewables has not advised the undertaker in writing of any reasonable requirements for the alteration of the detailed design of that work in order to accommodate the safe manoeuvre of the Design Vehicle through the junction as described in sub-paragraph (1), it shall be deemed not to have any such requirements.

(3) Work No. 3 must be constructed in accordance with the detailed design information referred to in sub-paragraph (1) and any reasonable requirements specified by ScottishPower Renewables in accordance with sub-paragraph (2) that are necessary to ensure the safe manoeuvre of the Design Vehicle through the junction as described in sub-paragraph (1).

Chybucca Junction

24.—(1) At least 28 days prior to the commencement of Work No. 4 the undertaker must provide to ScottishPower Renewables copies of detailed design information and the detailed construction methodology for that work demonstrating—

- (a) that the safe manoeuvre of the Design Vehicle can be accommodated from the A30 eastbound through the Chybucca Junction to the existing A30;
- (b) that appropriate over-run areas will be provided; and
- (c) how access will be maintained to the Wind Farm throughout construction.

(2) If by the expiry of 28 days beginning with the date on which a plan or document under sub-paragraph (1) is submitted to it ScottishPower Renewables has not advised the undertaker in writing of any reasonable requirements for the alteration of the detailed design of that work or the detailed construction methodology for that work in order to accommodate the safe manoeuvre of the Design Vehicle through the junction, ensure that appropriate over-run areas are provided or to maintain access to the Wind Farm during construction, as described in sub-paragraph (1), it shall be deemed not to have any such requirements.

(3) Work No. 4 must be constructed in accordance with the detailed design information and the detailed construction methodology referred to in sub-paragraph (1) and any reasonable requirements specified by ScottishPower Renewables in accordance with sub-paragraph (2) that are necessary to accommodate the safe manoeuvre of the Design Vehicle through the junction, to ensure that appropriate over-run areas are provided or to maintain access to the Wind Farm during construction, as described in sub-paragraph (1).

Carland Cross Junction

25.—(1) At least 28 days prior to the commencement of Work No. 5 the undertaker must provide to ScottishPower Renewables copies of detailed design information for that work demonstrating—

- (a) that the safe manoeuvre of the Design Vehicle can be accommodated from the re-aligned existing A30 eastbound into the Wind Farm;

- (b) that appropriate over-run areas will be provided which will have a minimum 0.5m buffer either side of the theoretical design vehicle swept path;
- (c) in respect of Work No. 5(g)—
 - (i) that a new site access gate and extensions with multi-lock system to match the existing site access gate will be provided;
 - (ii) that a minimum 5m running width on straight sections and wider on bends to accommodate the Design Vehicle has been accommodated;
 - (iii) that a minimum 0.5m verge width has been accommodated which will be increased to approximately 3m where it is required to include the realigned cables comprised within Work No. 5(m);
- (d) in respect of Work No. 5(m) that all realigned cables will be within the Order limits; and
- (e) that drainage works required as a result of Work No. 5 will be provided.

(2) At least 28 days prior to the commencement of Work No. 5 the undertaker must provide to ScottishPower Renewables copies of the detailed construction methodology for that work demonstrating how access will be maintained to all parts of the Wind Farm throughout construction.

(3) If by the expiry of 28 days beginning with the date on which a plan or document under subparagraph (1) or (2) is submitted to it ScottishPower Renewables has not advised the undertaker in writing of any reasonable requirements for the alteration of the detailed design of that work or the detailed construction methodology for that work in order to achieve the measures referred to in subparagraphs (1) and (2) it shall be deemed not to have any such requirements.

(4) Work No. 5 must be constructed in accordance with the detailed design information and the detailed construction methodology and any reasonable requirements specified by ScottishPower Renewables in accordance with subparagraph (3) that are necessary to achieve the measures referred to in subparagraphs (1) and (2).

Access during construction

26.—(1) At all times during the construction of the authorised development the undertaker must provide or procure (or both) that ScottishPower Renewables and its employees, contractors sub-contractors, agents and assigns are able to obtain 24 hour unhindered access to all parts of the Wind Farm—

- (a) on foot, and with cars and light commercial vehicles; and
- (b) with heavy goods vehicles and abnormal loads, provided ScottishPower Renewables gives 48 hours' prior written notice to the undertaker specifying the details of the access requirements.

(2) At all times during the construction of the authorised development the undertaker must provide or procure (or both) that its contractors provide unhindered 24 hour emergency vehicle access to and from all parts of the Wind Farm.

Over-run areas

27.—(1) Following construction of the over-run areas comprised within Work No. 4 and Work No. 5, the undertaker will at its own cost and expense and insofar as it is the owner of and/or the highway authority for the areas in question—

- (a) keep the over-run areas clear of, without limitation, all rubbish, debris and vehicles, at all times;
- (b) undertake any clearance and/or maintenance required within reasonable timescales;

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- (c) provide ScottishPower Renewables with copies of keys required to unlock any lockable bollards or similar that would prevent or hinder the use of the over-run areas; and
- (d) restrict access to those parts of the over-run areas where lockable bollards or similar are in place to the undertaker, the local highway authority and to ScottishPower Renewables only.

(2) In the event that the existing re-aligned A30 is adopted the undertaker will use reasonable endeavours to procure that the local highway authority complies with the obligations under paragraph (1).

Permanent rights

28.—(1) Prior to transferring any benefit of this Order to the local highway authority, the undertaker must (at the sole cost and expense of the undertaker) grant to ScottishPower Renewables permanent and uninterrupted rights in a form acceptable to ScottishPower Renewables—

- (a) to pass and re-pass on foot and with all vehicles over the over-run areas;
- (b) to pass and re-pass on foot and with all vehicles over any part of Work No. 5 not forming part of the public highway; and
- (c) to access, maintain and pass electricity through the re-aligned cables comprised within Work No. 5(m) provided always that no consideration shall be payable by ScottishPower Renewables for or in relation to any such rights.

Costs and expenses

29. The undertaker will pay to ScottishPower Renewables its proper and reasonable legal costs, professional fees and disbursements incurred in connection with reviewing detailed design information, construction information and any other information submitted to ScottishPower Renewables in respect of the authorised development.

30.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of the authorised development any damage is caused to the Wind Farm or other property of ScottishPower Renewables, or there is any interruption in the supply of electricity from the Wind Farm, the undertaker must—

- (a) bear and pay the cost reasonably incurred by ScottishPower Renewables in making good such damage or restoring the supply; and
- (b) make reasonable compensation to ScottishPower Renewables for any other expenses, loss, damages, penalty or costs incurred by ScottishPower Renewables, by reason or in consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by ScottishPower Renewables on behalf of the undertaker or in accordance with a plan approved by ScottishPower Renewables or in accordance with any requirement of ScottishPower Renewables 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 ScottishPower Renewables, its officers, servants, contractors or agents.

Arbitration

31. Any difference arising between the undertaker and ScottishPower Renewables under this Part of this Schedule must be referred to and settled by arbitration under article 47 (arbitration).