

# **Boston Alternative Energy Facility**



## **Statement of Common Ground between Alternative Use Boston Projects Limited and Anglian Water**

**Planning Inspectorate Reference Number: EN010095**

**Date: October 2021**

**Revision: Version 0**

**\*THIS PAGE IS TO BE REMOVED FROM FINAL VERSION OF THE DOCUMENT\***

### Document Control

<b>Document Number</b>	8.8
<b>Author</b>	BDB Pitmans LLP
<b>Owner</b>	BDB Pitmans LLP
<b>Distribution</b>	For DCO Application
<b>Document Status</b>	Draft

### Revision History

Version	Date	Description	Author
0	15.10.21	Submission at D1	BDB

### Reviewer List

Name	Role
Richard Marsh	Partner, BDB Pitmans

### Approvals

Name	Signature	Role	Date of Issue	Version
Richard Marsh	RM	Partner, BDB Pitmans	19/10/21	0

## Table of Contents

1	Introduction .....	1
1.1	Purpose of the Statement of Common Ground .....	1
1.2	Description of the Proposed Development .....	1
1.3	Parties to this Statement of Common Ground .....	2
1.4	Terminology .....	3
2	Overview of Previous Engagement .....	3
3	Issues .....	4
3.1	Introduction and General Matters .....	4
4	Agreement of this Statement of Common Ground .....	8
4.1	Statement of Common Ground .....	8

## Table of Tables

Table 2-1	Engagement activities between AUBP and Anglian Water .....	3
Table 3-1	Issues (as per Anglian Water’s Relevant Representation RR-018) .....	5

## Appendices

Appendix A	Engagement and Correspondence .....	9
Appendix B	Glossary .....	10

## **1 Introduction**

### **1.1 Purpose of the Statement of Common Ground**

- 1.1.1 This Statement of Common Ground (SoCG) has been prepared in respect of the Development Consent Order (DCO) application for the proposed Boston Alternative Energy Facility (the Facility) made by Alternative Use Boston Projects Limited (AUBP) to the Planning Inspectorate under section 37 of the Planning Act 2008 (Planning Act).
- 1.1.2 This SoCG does not seek to replicate information which is available elsewhere within the Application Documents. All documents are available on the Planning Inspectorate website.
- 1.1.3 The SoCG has been produced to confirm to the Examining Authority where agreement has been reached between the parties named in **Section 1.3**, and where agreement has not (yet) been reached. SoCGs are an established means in the planning process of allowing all parties to identify and so focus on specific issues that may need to be addressed during the examination.
- 1.1.4 It may be subject to further updates and revisions during the examination process.

### **1.2 Description of the Proposed Development**

- 1.2.1 The Facility covers 26.8 hectares (ha) and is split in to two components: the area containing operational infrastructure for the Facility (the 'Principal Application Site'); and an area containing habitat mitigation works for wading birds (the 'Habitat Mitigation Area'). The Facility will generate power from Refuse Derived Fuel (RDF) with the 'thermal treatment' process for generating power converting the solid fuel into steam, which is then used to generate power using steam turbine generators. It will have a total gross generating capacity of 102 megawatts electric (MWe) and it will deliver approximately 80 MWe to the National Grid. The Facility will be designed to operate for at least 25 years, after which it may be decommissioned.
- 1.2.2 The Principal Application Site covers 25.3 ha and is located at the Riverside Industrial Estate, Boston, Lincolnshire. This site is next to the tidal River Witham (known as The Haven) and down-river from the Port of Boston. The Habitat Mitigation Area covers 1.5 ha and is located approximately 170 m to the south east of the Principal Application Site, encompassing an area of saltmarsh and small creeks at the margins of The Haven.
- 1.2.3 The main elements of the Facility will be:

- Wharf and associated infrastructure (including re-baling facility, workshop, transformer pen and welfare facilities);
- RDF bale storage area, including sealed drainage with automated crane system for transferring bales;
- Conveyor system between the RDF storage area and the RDF bale shredding plant, part of which is open and part of which is under cover;
- Bale shredding plant;
- RDF bunker building;
- Thermal Treatment Plant comprising three separate 34 MWe combustion lines and three stacks;
- Turbine plant comprising three steam turbine generators and make-up water facility;
- Air-cooled condenser structure, transformer pen and associated piping and ductwork;
- Lightweight aggregate (LWA) manufacturing plant comprising four kiln lines, two filter banks with stacks, storage silos, a dedicated berthing point at the wharf, and storage (and drainage) facilities for silt and clay;
- Electrical export infrastructure;
- Two carbon dioxide (CO<sub>2</sub>) recovery plants and associated infrastructure;
- Associated site infrastructure, including site roads and car parking, site workshop and storage, security gate, and control room with visitor centre; and
- Habitat mitigation works for Redshank and other bird species comprising of improvements to the existing habitat through the creation of small features such as pools/scrapes and introduction of small boulders within the Habitat Mitigation Area.

### **1.3 Parties to this Statement of Common Ground**

1.3.1 This SoCG has been prepared in respect of the Facility by (1) AUBP, and (2) Anglian Water, together the Parties.

1.3.2 **AUBP** is a privately-owned company, established for the purpose of securing development consent for the Facility and then developing and operating the Facility. The company team has been involved in industrial development at the site in Boston, Lincolnshire since 2004.

1.3.3 **Anglian Water** is the largest water and water recycling company in England and Wales by geographic area, supplying water and water recycling services to almost seven million people in the East of England and Hartlepool. Anglian Water Services Limited is the principal subsidiary of Anglian Water Group Limited.

## 1.4 Terminology

1.4.1 In **Table 3-1** in the Issues section of this SoCG:

- a) “Agreed indicates area(s) of agreement;
- b) “Under discussion” indicates area(s) of current disagreement where resolution remains possible, and where parties continue discussing the issue to determine whether they can reach agreement by the end of the examination; and
- c) “Not agreed” indicates a final position for area(s) of disagreement where the resolution of divergent positions will not be possible, and parties agree on this point.

1.4.2 It can be assumed that any matters not specifically referred to in the Issues section of this SoCG are not of material interest or relevance to Anglian Water and therefore have not been the subject of any discussions between the Parties. As such, those matters can be read as agreed, only to the extent that they are either not of material interest or relevance to Anglian Water. The parties acknowledge that this SoCG is a working copy and will be updated throughout examination.

## 2 Overview of Previous Engagement

2.1.1 A summary of the meetings and correspondence undertaken between the Parties in relation to the Facility is outlined in **Table 2-1** below, this is also shown in **Appendix A**.

2.1.2 It is agreed that this is an accurate record of the key meetings and consultation undertaken between the Parties in relation to the issues addressed in this SoCG.

**Table 2--1 Engagement activities between AUBP and Anglian Water**

Date	Form of contact/correspondence	Key topics discussed and key outcomes
10 May 2019	Meeting	Meeting to introduce the scheme and to discuss the requirement for water and wastewater services at the site and the impact of development on Anglian Water’s assets.
6 August 2019	Letter	Section 42 response received including recommended protective provisions.
17 June 2021	Email	Email exchange relating to Anglian Water’s proposed relevant representation
21 July 2021	Email	Email exchange where AUBP’s solicitors shared the draft DCO and protective provisions with Anglian Water for comment

27 August 2021	Email	Email exchange relating to Anglian Water's comments/concerns on protective provisions.
13 October 2021	Meeting	Meeting with Anglian Water to discuss comments on draft protective provisions, DCO, SoCG.

### 3 Issues

#### 3.1 Introduction and General Matters

- 3.1.1 This document sets out the matters which are agreed, not agreed, or are under discussion between Anglian Water and AUBP.
- 3.1.2 On 17 August 2021, the Examining Authority issued a letter under Section 88 of the Planning Act and Rules 4 and 6 of The Infrastructure Planning (Examination Procedure) Rules 2010 (known as the 'Rule 6 Letter'). Annex E of the Rule 6 Letter set out a request for SoCGs between AUBP and various parties, including Anglian Water. For Anglian Water the Rule 6 Letter advises that the following issues should be in the SoCG:
- a) Agreement of protective provisions
- 3.1.3 The Rule 6 Letter also advises that all of the SoCGs should cover the Articles and Requirements in the draft Development Consent Order and that any Interested Party seeking that an Article or Requirement is reworded should provide the form of words which are being sought in the SoCG.
- 3.1.4 **-Table 3-1** details the matters which are agreed, not agreed and under discussion between the Parties, including a reference number for each matter.
- 3.1.5 It is acknowledged there are some matters where further discussion may take place during the detailed design stage of the Facility to finalise detail, but the matter is agreed in principle. Matters to which this applies have an asterisk (\*) next to them.

Table 3--1 Issues (as per Anglian Water's Relevant Representation RR-018)

SoCG Reference	Document Reference	Topic	Anglian Water's Comment	AUBP's Comments	Status
Agreement of protective provisions					
AW 1.1	Draft Development Consent Order (APP-005)	Protective Provisions (general)	<p>Anglian Water seeks to keep protective provisions substantially the same for other Orders. As practice evolves improved provisions which provide clarity for all parties will be sought.</p> <p>Anglian Water have requested their preferred protective provisions.</p>	<p>The Applicant has included standard protective provisions within the draft Order for consideration by Anglian Water. These provisions have been acceptable to numerous water undertakers across many other Orders. However, the Applicant is keen to discuss Anglian Water's concerns and aims to resolve them. AUBP have received Anglian Water's preferred protective provisions and these are subject to review.</p>	Under discussion
AW 1.2	Draft Development Consent Order (APP-005)	DCO	<p>Anglian Water have requested an amendment to the DCO to allow disputes concerning discharges of water into public sewers to either be settled by arbitration or the approval of detailed schemes including the Surface and Foul Water Drainage Plan (CTMP)</p>	<p>The Applicant is reviewing the comments made by Anglian Water on the draft DCO and considering whether such amendments should be incorporated.</p>	Under discussion



SoCG Reference	Document Reference	Topic	Anglian Water's Comment	AUBP's Comments	Status
			surface water drainage strategy (Requirement 8) by the LPA to which Anglian Water would be a consultee along with the Environment Agency and others.		
AW 1.3	Draft Development Consent Order (APP-005)	Compulsory Purchase	Anglian Water understands from the Book of Reference that the Applicant is not seeking to acquire permanently or temporarily land or access to land which for which Anglian Water owns the freehold. On this basis Anglian Water and the Applicant agree that Anglian Water's interests are solely as an occupier of land through which Anglian Water's pipeline network runs. Accordingly, Anglian Water's interests can be protected through appropriate Protective Provisions.	The Applicant can confirm that no Anglian Water assets are subject to compulsory acquisition. The Applicant is seeking to protect Anglian Water's apparatus through protective provisions, the form of which is subject to agreement.	Agreed

SoCG Reference	Document Reference	Topic	Anglian Water's Comment	AUBP's Comments	Status
AW 1.4	N/A / General	Environmental Statement and CTMP	Sewage, wastewater provision and non-domestic effluent treatment for construction and operation including surface water management and relationship between discharge to IDB network and the permit for discharge to surface water to Anglian Water's network.	<p>The Applicant notes that these are areas of interest to Anglian Water and will arrange a meeting with Anglian Water to discuss any specific concerns.</p> <p>The Other Consents and Licences document (APP-033) makes clear that an Environmental Permit will be required for the construction and operation of the Applicant's facilities.</p>	Under discussion
AW 1.5	N/A / General	Environmental Statement and CTMP	Potable and non-potable water supply for construction and operation	The Applicant notes that these are areas of interest to Anglian Water and will arrange a meeting with Anglian Water to discuss any specific concerns.	Under discussion



## 4 Agreement of this Statement of Common Ground

### 4.1 Statement of Common Ground

4.1.1 This Statement of Common Ground has been prepared and agreed by

Signed.....  
[NAME]  
[POSITION]  
on behalf of Alternative Use Boston Projects Limited  
Date: [DATE]

Signed.....  
[NAME]  
[POSITION]  
on behalf of Anglian Water  
Date: [DATE]



## Appendix A Engagement and Correspondence

DRAFT

## Minutes

**HaskoningDHV UK Ltd.  
Industry & Buildings**

**Present:** Stuart Patience, Jarek Zolancz, Liam Collins, Rebecca Sharn, Andrew Fisher, Richard Woosnam, Bethan Griffiths, Gary Bower, Abbie Garry and Richard Marsh (on the phone).

**Apologies:**

**From:** Ashleigh Holmes and Abbie Garry

**Date:** 10 May 2019

**Location:** Anglian Water, Peterborough

**Copy:**

**Our reference:** PB6934-RHD-01-ZZ-MI-E-1041

**Classification:** Project related

**Enclosures:**

**Subject:** **Anglian Water Meeting Minutes 10/05/2019**

---

<b>Number</b>	<b>Details</b>	<b>Action</b>
---------------	----------------	---------------

<b>1</b>	<b>Introduction to Boston Alternative Energy Facility</b>	
----------	---	--

The site is on the Riverside Industrial Estate in Boston, on The Haven, 8.3 km to the Wash.

The site is allocated in the Lincolnshire Minerals and Waste Local Plan as an area for waste development and energy recovery. The Haven river bed is Crown Land up to Mean High Water Springs (MHWS).

This site is advantageous because, the feedstock Refuse Derived Fuel (RDF) material will be brought in by ship; aggregate produced on site would be sent out by ship and there is also an on-site grid connection.

Waste will be imported from east coast ports in the UK – for example, Leith, Grimsby and Tilbury.

The feedstock RDF is household black bag waste which will come wrapped in plastic as bales. Damaged bales will not be accepted onto the ships and no damaged bales will be lifted off the ships onto site to prevent litter in The Haven.

The bales will be stored in an external storage area (4 to 5 days worth of supply) and then conveyed to a Materials Handling Facility where the bales will be shredded. This separates out inert materials and metals which cannot go into the gasifier and these can be recycled or used in the lightweight aggregate facility.

Number	Details	Action
	<p>The Refuse Derived Fuel (RDF) is then conveyed to silos before it goes into the gasifiers. Gasification is a process where there is a limited oxygen environment and very high heat where the material cannot combust, but it is chemically converted into a synthetic gas which is then combusted in the next stage of the process. This reduces emissions and is more efficient than incineration. There will be three gasification units with the steam turbine, leading to three turbine lines and an air cooled condenser.</p> <p>Within the Electrification Zone - there will be an export of 80MW of electricity to the grid. We will be taking some of the CO<sub>2</sub> from the gasification process to produce food grade CO<sub>2</sub> (such as for use in fizzy drinks).</p> <p>The gasification process produces ash as a by-product. This ash will be converted into a lightweight aggregate. Ships will take aggregate out. Sediment will be used as a binder with the ash, which will be taken from some of the port sediment. Some clay will also be imported via ship to be used as binder. The same ships that bring the clay in will take the aggregate out.</p> <p>It is anticipated that there will be 10 shipments of baled waste per week and two aggregate vessels.</p> <p>A berthing pocket will be created out of the main channel to prevent blocking the navigable channel.</p> <p>The wharf will be 400m and is anticipated to be a suspended deck format consisting of 2 berths for receiving the RDF and 1 berth dedicated for receiving clay and exporting lightweight aggregate. The river is tidal, so shallow bottom boats will be used, which can sit on the sediment. The boats will be restricted to the high tide window (approximately 45 mins either side of high tide).</p> <p>The wharf will form part of the primary flood bank.</p> <p>The Environment Agency's Haven Banks project is increasing the level of the bank along the Haven to between 6.5-6.8 m, and so we will be maintaining the 6.8m flood defence.</p> <p>There will be three berths – two for receipt of RDF and one for exporting the aggregate and importing sediment and clay. The vessels are anticipated to be 100 m long, which is similar to other commercial vessels currently using The Haven. The</p>	

Number	Details	Action
2	<p>length of ships allowed could increase after the Boston Barrier is added.</p> <p>Regarding site drainage there is currently an attenuation pond which provides surface water drainage capacity for the whole of the Riverside Industrial Estate. Some surface water is likely to discharge into the ditch network.</p> <p>There will be 8 feedstock shredders, and once the material has been shredded, the RDF will progress to 6 silos.</p> <p>GB mentioned we are in the early stages of negotiation with Lincolnshire County Council (LCC). We have discussed the potential for the waste taken to Slippery Gowt transfer station (normally taken to North Hykeham in Lincoln) to be transferred to the Facility. This would ultimately be a local waste solution.</p> <p><b>Project Timescales</b></p> <p>Completing PEIR at the moment – which is the first stage of the EIA reporting and part of DCO pack. The PEIR is due to go out for formal consultation. Another round of PIDs in June 2019.</p> <p>The draft DCO wording is being pulled together now for submission around September 2019. Following submission, there will be an 18 month determination period.</p> <p>Consent in early 2021 – this is the period in which requirements are identified. In the latter part of 2021 is when construction will begin – the construction period is expected to take 3.5 to 4 years.</p>	
3	<p><b>Connection to Anglian Water Supply</b></p> <p>Anglian Water mentioned there are connections within the vicinity of the site to Anglian Water systems. Anglian Water asked if there will be a large amount of water required to be supplied. As some of the water will be needed for welfare and waste, it may need to be pressurised.</p> <p>Water may be required to other infrastructure within the redline boundary (RLB).</p> <p>An application has already been submitted for diverting the water main. The proposed diversion is in relation to the development covered in ES. The 600 diameter main should have a connection point outside of the site boundary. The water</p>	

Number	Details	Action
	<p>main should be outside and placed around the perimeter of the site so there is no hard standing.</p>	
	<p>Water main would remain within the RLB. The plan needs to be set out in system (CAD). Needs to be a safe distance from overheads. Keep the construction boundary on the plan and include the boundary and buildings.</p>	
	<p>The demand for water including make up water from boilers would be 10 tonnes per hour.</p>	
	<p>Main should be outside the site for maintenance purposes as an operational facility is difficult to access. There should be a space of around 4.5m each side of the main.</p>	
	<p>Anglian Water need to be able to access the main at any time. Need to make sure to avoid diverting water bodies. Anglian water do not want to remove the fence to access the main. In terms of the site boundary this could be moved 5 m away from the main.</p>	
	<p>Send the site boundary as it is in CAD format and Anglian Water will complete a clash check, OS Global, digi-map base reference. Send reference of the application to Jarek and can look at worst case scenario cost.</p>	<p><b>RW (FEL) to send site boundary in CAD format to Anglian Water.</b></p>
	<p>Need to confirm the water demand for the site e.g. fire water.</p>	
	<p>Surface water would go into fire water or pumped into pelletising process. Surface water should not go into sewerage network, this will run into the surface water pond.</p>	
	<p>The CO<sub>2</sub> process produces effluent. TAA cannot be discharged therefore it will be tankered off site.</p>	
	<p>Need to send over the volumes to Anglian Water including maximum flow, volume to be discharged.</p>	
	<p>Need to consider domestic flow during operation and construction.</p>	
	<p>During construction there will be between 350 – 400 people. There will be traffic implications of foul tanker. Sewerage would be better regarding traffic movements. Anglian Water to give a price for this.</p>	<p><b>Anglian Water to provide price for sewerage.</b></p>



Number	Details	Action
	<p>Existing sewerage assets – Anglian Water to check what the existing assets are. Need to check the construction and operation boundary.</p> <p>Send RLB to Anglian Water (including construction). Need to show permanent site boundary, construction and DCO in different colours.</p> <p>If pumping station is within the RLB – need to consider land acquisition. If there are no above ground assets, there will be no issue.</p> <p>The substation is to be located on site, so there will be no underground cables to an offsite area.</p> <p>For the site, we are planning to add a pump house (pumping station) for the sewage alongside the existing sewage. Anglian Water need to check they have capacity for this.</p> <p>Need to specify the location and how much waste will be generated – Anglian Water can check this.</p> <p>Construction would be greater (number of personnel) and will be putting in pumping station anyway for operation. If set points right, can drop drives down in operation to pump at a slower rate.</p> <p><i>Further Considerations</i></p> <ul style="list-style-type: none"> <li>• Need pre-construction survey if traffic is passing assets/ piling is near assets.</li> <li>• Need to consider if traffic would affect the pumping station building.</li> </ul> <p>There is currently a primary flood defence, the wharf design will be integrated into this. There will also be a secondary flood bank.</p> <p>For the wharf, there will be piling in order to create the suspended deck. Capital dredging to create the wharf. Berthing pocket maintenance dredging will not be near the water main.</p> <p><i>Protective Provisions</i></p> <p>Wording of provisions and DCO should be agreed – which is relevant to Anglian Water. Agreement required prior to submission.</p>	<p><b>Anglian Water to check existing sewerage assets.</b></p> <p><b>RHDHV to send digimap of RLB to AF.</b></p>

Number	Details	Action
	<p>RM to come back to any changes to text. To send any DCO text so they can see in context. Send to SP initially as they will use their legal team.</p>	<p><b>RM to send DCO text to SP</b></p>
	<p>Last Anglian Water DCO was the A14. Have included protective provisions already sent, not much variation (apart from after discussions).</p>	<p><b>RM to look at protective provisions and mark up as necessary</b></p>
	<p>RM will look at protective provisions and mark up as necessary and then draft DCO will follow.</p>	
	<p>Statement of Common Ground – if things are already agreed, they will not need to seek a change. Open to SoCG if necessary.</p>	
	<p>BG/ GB to send Stuart's email.</p>	<p><b>BG/ GB to send Stuart's email</b></p>



Boston Alternative Energy Facility  
RTLY-RLGH-GKSE  
FREEPOST  
25 Priestgate, Peterborough, PE1 1JL  
[Sent by e-mail]

**Strategic Growth and Public Policy**

**Anglian Water Services Ltd**

Thorpe Wood House,  
Thorpe Wood,  
Peterborough  
PE3 6WT

Tel [REDACTED]  
www.anglianwater.co.uk

6 August 2019

Dear Sir/Madam,

**Boston Alternative Energy Facility: statutory consultation**

Thank you for the opportunity to comment on the Boston Alternative Energy Proposals. Anglian Water is the water and sewerage undertaker for the above site. The following response is submitted on behalf of Anglian Water.

General comments

We note that the focus of the current consultation is the content of the Preliminary Environmental Information Report. The following comments should be read together with our previous response to the Phase 2 consultation for the above development.

***5. Please tell us your views on the proposed facility.***

Anglian Water is in principle supportive of the development.

***6. Do you have any comments on the information provided in the Preliminary Environmental Information Report and/or the Non-technical Summary?***

Whole document

There is no reference made to Anglian Water's existing infrastructure and any anticipated impacts as part of the construction phase in the report.



Registered Office  
Anglian Water Services Ltd  
Lancaster House, Lancaster Way,  
Ermine Business Park, Huntingdon,  
Cambridgeshire. PE29 6YJ  
Registered in England  
No. 2366656.

**an AWG Company**

## Chapter 13 Surface Water, Flood Risk and Drainage Strategy

Reference is made to principal risks of flooding from the above project being sea, river and surface water flooding. The risk of flooding from sewers is considered to be low.

Anglian Water is responsible for managing the risks of flooding from surface water, foul water or combined water sewer systems. We understand from our earlier discussions that there is a potential requirement for a foul connection as part of the construction phase for the development. However there is no reference made to a foul connection to the public sewerage network for the above development as part of the construction or operation of the site. This should be considered further as part of the Preliminary Environmental Information Report and Flood Risk Assessment.

We welcome the intention to develop a surface water strategy. in accordance with the surface water hierarchy. With surface water to be discharged as high up the hierarchy of drainage options as practicable.

### Appendix 13.2 Flood Risk Assessment

Reference is made to the preparation of a surface water drainage strategy to support the DCO application to the Planning Inspectorate which will be informed by the earlier strategy for Biomass UK No 3 Ltd site. We understand from our earlier discussions regarding the above project that there is no intention to discharge surface water into the public sewerage network. It would be helpful if this could be made clear in the submitted Preliminary Environmental Information Report and Flood Risk Assessment.

#### ***7. Do you have any comments on the suggested mitigation of potential environmental, operational or visual impacts during construction or operation of the proposed Facility?***

Anglian Water does not have any comments relating to the proposed mitigation of the identified impacts relating to noise, dust and traffic during the operational and construction phases.

#### ***8. Do you have any comments on the design of the proposed Facility?***

We have previously made comments in relation to the proposed site layout and asked that its relationship to Anglian Water's existing infrastructure be considered. Currently we are in discussion with Boston Alternative Energy Ltd's contractor relating to the diversion of an existing water main to enable the above development.

#### ***10. Any additional comments on the proposed alternative energy facility***

As set out in our previous consultation response we would wish to see protective provisions specifically for the benefit of Anglian Water included in the Draft DCO. We have shared our proposed wording with Boston Alternative Energy's legal representatives (copy attached) and would ask that this wording or similar is included subject to reaching agreement with Anglian Water.

Should you have any queries relating to this response please let me know.

Yours sincerely



Stewart Patience

**Spatial Planning Manager**

**APPENDIX 1 - RECOMMENDED PROTECTIVE PROVISIONS FOR THE BENEFIT OF ANGLIAN WATER**

**FOR THE PROTECTION OF ANGLIAN WATER**

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

(2) In this part of this schedule –

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and

(a) any drain or works vested in Anglian Water under The Water Industry Act 1991,

(b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102 (4) of The Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus.

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“functions” includes powers and duties

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

“plan” includes sections, drawings, specifications and method statements.

(3) The Company shall not interfere with, build over or near to any Apparatus within the Order Land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus; 2.25 metres where the diameter of the pipe is less than 150 millimetres, 3 metres where the diameter of the pipe is between 150 and 450 millimetres, 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres and 6 metres where the diameter of the pipe exceeds 750 millimetres unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed,

and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the Company.

(4) The alteration, extension, removal or re-location of any apparatus shall not be implemented until

(a) any requirement for any permits under the Environmental Permitting Regulations 2010 or other legislations and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and

(b) the Company has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

(5) In the situation, where in exercise of the powers conferred by the Order, the Company acquires any interest in any land in which Apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus.

(6) Regardless of any provision in this Order or anything shown on any plan, the Company must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the Company shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 59.

(7) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the Company shall provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

(8) If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the company, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection of other Anglian Water assets.

(9) If for any reason or in consequence of the construction of any of the works referred to in paragraphs 4 to 6 and 8 above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the Company shall,

(a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water

by reason or in consequence of any such damage or interruption.



## Appendix B Glossary

Term	Abbreviation	Explanation
Alternative Use Boston Projects Ltd	AUBP	The Applicant.
Development Consent Order	DCO	The means for obtaining permission for developments of Nationally Significant Infrastructure Projects (NSIP)
Habitat Mitigation Area	-	A 1.5 ha located approximately 170 m to the south east of the Principal Application Site, encompassing an area of saltmarsh and small creeks at the margins of The Haven where habitat mitigation works will be provided.
Habitats Regulations Assessment	HRA	A Habitats Regulations Assessment (HRA) refers to the several distinct stages of Assessment which must be undertaken in accordance with the Conservation of Habitats and Species Regulations 2017 (as amended) and the Conservation of Offshore Marine Habitats and Species Regulations 2017 (as amended) to determine if a plan or project may affect the protected features of a habitats site before deciding whether to undertake, permit or authorise it.
Lightweight Aggregate	LWA	Plant for the manufacture of lightweight aggregate used to produce lightweight concrete products such as concrete block, structural concrete and pavement.
National Site Network	-	Special Areas of Conservation (SACs) and Special Protection Areas (SPAs) in the UK no longer form part of the EU's Natura 2000 ecological network. The 2019 Regulations have created a national site network on land and at sea, including both the inshore and

		offshore marine areas in the UK.
Principal Application Site	N/A	A 26.8 hectare site where the industrial infrastructure will be constructed and operated. It is neighbored to the west by the Riverside Industrial Estate and to the east by The Haven.
Refuse Derived Fuel	RDF	The fuel produced from various types of waste, such as paper, plastics and wood from the municipal or commercial waste stream.
Statement of Common Ground	SoCG	This document.

DRAFT