



Little Crow

Solar Park

Little Crow Solar Park, Scunthorpe

DRAFT STATEMENT OF COMMON GROUND WITH ANGLIAN WATER

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LITTLE CROW SOLAR PARK

Statement of Common Ground between INRG Solar (Little Crow) Ltd and Anglian Water Services Ltd

1 Introduction

- 1.1 This Statement summarises the agreement reached between INRG SOLAR (Little Crow) Ltd and Anglian Water Services ("AWS") in relation to the proposed development known as Little Crow Solar Park ("LC").
- 1.2 Anglian Water is responsible for the provision of potable water for the proposed development. Severn Trent provide waste water services required for the development.
- 1.3 Surface water is proposed to be managed on site *[in a network of privately maintained sewers and attenuation basins before discharging to local watercourses, the exception being smaller junction improvements where existing highway drainage networks will be utilised]*.

2 Development Proposals

- 2.1 The LC consists of a development of a renewable led energy scheme near Scunthorpe in Lincolnshire. The development is expected to have a generating capacity of up to 150 MW of photovoltaic panels and up to 90 MW of battery storage.
- 2.2 The locations for the above are shown on plan reference [A100C0_300].

3 Basis of Agreement

Water Supply

- 3.1 Anglian Water were approached via the statutory consultation process and provided a response to the Environmental Statement Scoping Report on 17 January 2019.
- 3.2 Further to this initial response, AWS was contacted and a network technician attended on site with them on 5 April 2018 to undertake a trace of any AWS assets affected by the development. LC surveyed the trace and accurately plotted the pipe location on a survey drawing.
- 3.3 This visit identified the existence of a 21 inch iron water main (asset number 7293912) which crosses the proposed site ("The Asset").
- 3.4 A conference call meeting was held with Anglian Water on 27 February 2019 where it was agreed there was a need for the protection of the Asset across the development site, as an alternative to diversion of the Asset and that separate, agreed protective provisions to ensure the protection of this (and any other AWS assets) would be acceptable to LC and AWS for the purposes of submission of the DCO application to the Planning Inspectorate.

The proposed protective provisions would provide that there are sufficient easement protective widths on either side of the Asset and none of the photovoltaic panels will be erected over the asset or within the easement.

Waste Water

- 3.5 AWS is the appointed water undertaker for the site, waste water services are provided by Severn Trent.

Draft Development Consent Order

- 3.6 Anglian Water has requested that protective provisions specifically for the benefit of Anglian Water be included in the Draft Development Consent Order (DCO). Please see Appendix 1 for the text proposed for inclusion in the wording of the DCO.

4 Agreement

- 4.1 The following points are agreed;
- 4.2 The location of AWS's asset number 7293912 is as set out in Appendix 2.
- 4.3 Asset number 7293912 can remain on site without the need for a diversion provided the easement widths either side of the asset are as set out in the protective provisions for the benefit of AWS.
- 4.4 The Draft Development Consent Order will include the protective provisions specifically for the benefit of Anglian Water as set out in Appendix 1 of this document.

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, and 6 metres where the diameter of the pipe is between 450 and 750 millimetres and 8 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.

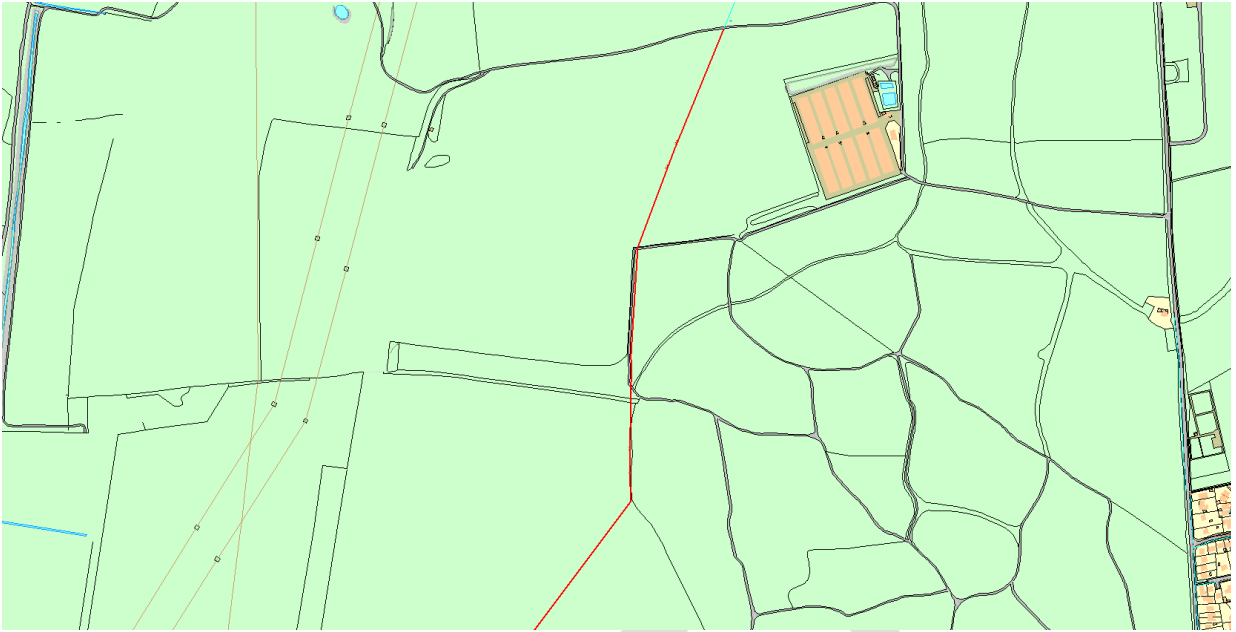
(8) If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the company, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection of other Anglian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



DRAFT

Dated _____

Signed

On behalf of Little Crow Solar Park

Name..... Position.....

Signed

On behalf of Anglian Water Services Limited

Name..... Position.....

DRAFT

