



Little Crow

Solar Park

Little Crow Solar Park, Scunthorpe

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 ("INRG") and Anglian Water Services ("AWS") in relation to the proposed development known as Little Crow Solar Park ("LC").
- 1.2 AWS is responsible for the provision of potable water for the proposed development and the sewerage company for part of the site.
- 1.3 Surface water is proposed to be managed on site.

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 over 50Mp (megawatts peak) with associated development.
- 2.2 The location for the above is shown on Document reference 2.1 LC DRW Land Plan Order Limits.

3 Basis of Agreement

Water Supply

- 3.1 AWS was contacted regarding the location of their assets on site and a network technician attended site with a representative from INRG 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.
- 3.2 This visit identified the existence of a 21 inch iron water main (asset number 7293912) which crosses the proposed site ("The Asset").
- 3.3 AWS were approached via the statutory consultation process and provided a response to the Environmental Statement Scoping Report on 17 January 2019.
- 3.4 A conference call meeting was held with AWS 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 INRG and AWS for the purposes of submission of the DCO application to the Planning Inspectorate.
- 3.5 The proposed protective provisions provide that there is a 6m protective strip on either side of the Asset and none of the photovoltaic panels will be erected over the Asset or within the protective strip.

- 3.6 Underground cables are proposed to be laid over the Asset and access track crossing points will be formed in a few locations with further details to be provided for the approval of Anglian Waters to comply with the protective provisions.
- 3.7 Access shall be made available to the Asset at all hours.

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 AWS as set out in Appendix 1 of this document.
- 4.5 Any impact of the proposed development on AWS apparatus will be satisfactorily covered by the appended protective provisions.

APPENDIX 1 - RECOMMENDED PROTECTIVE PROVISIONS FOR THE BENEFIT OF AWS

PART 2

FOR THE PROTECTION OF ANGLIAN WATER

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

11. In this Part of this Schedule—

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

“apparatus” means—

(a) any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;

(b) any drain or works vested in Anglian Water under The Water Industry Act 1991; and

(c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of The Water Industry Act 1991 or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at a future date) 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 (general interpretation) of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

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

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

“water main” means the 21 inch iron water main (asset number 7293912) within the Order limits

12. The undertaker must not interfere with, build over or near to any apparatus within the Order limits 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 protective strip which is the strip of land falling 6 metres either side of the water main within the Order limits (including any accessories to it) or 3 metres either side of any other apparatus uncovered by the undertaker during construction or so as to require any special measures that are outside industry standard measures other than in accordance with paragraph 16 below unless otherwise agreed with Anglian Water, such agreement not to be unreasonably withheld or delayed, with such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

13. The alteration, extension, removal or re-location of any apparatus must not be implemented

until—

(a) any requirement for a permit under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and

(b) the undertaker has made the appropriate application 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.

14. If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker must 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.

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

16.—(1) Not less than 28 days before starting the execution of any works that are near to, or will or may affect, any apparatus where the removal of which has not been required by the undertaker, the undertaker must submit to Anglian Water a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works

(3) Any reasonable requirements made by Anglian Water under sub-paragraph (2) shall be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it and where no requirements are specified within 21 days, approval of the plan, specification and description is deemed to have been given.

(4) Nothing in this paragraph 16 shall preclude 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, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan, section and description.

(5) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Anglian Water notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

17. If for any reason as a result of the construction of any of the works referred to in paragraphs 13 or 16 any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

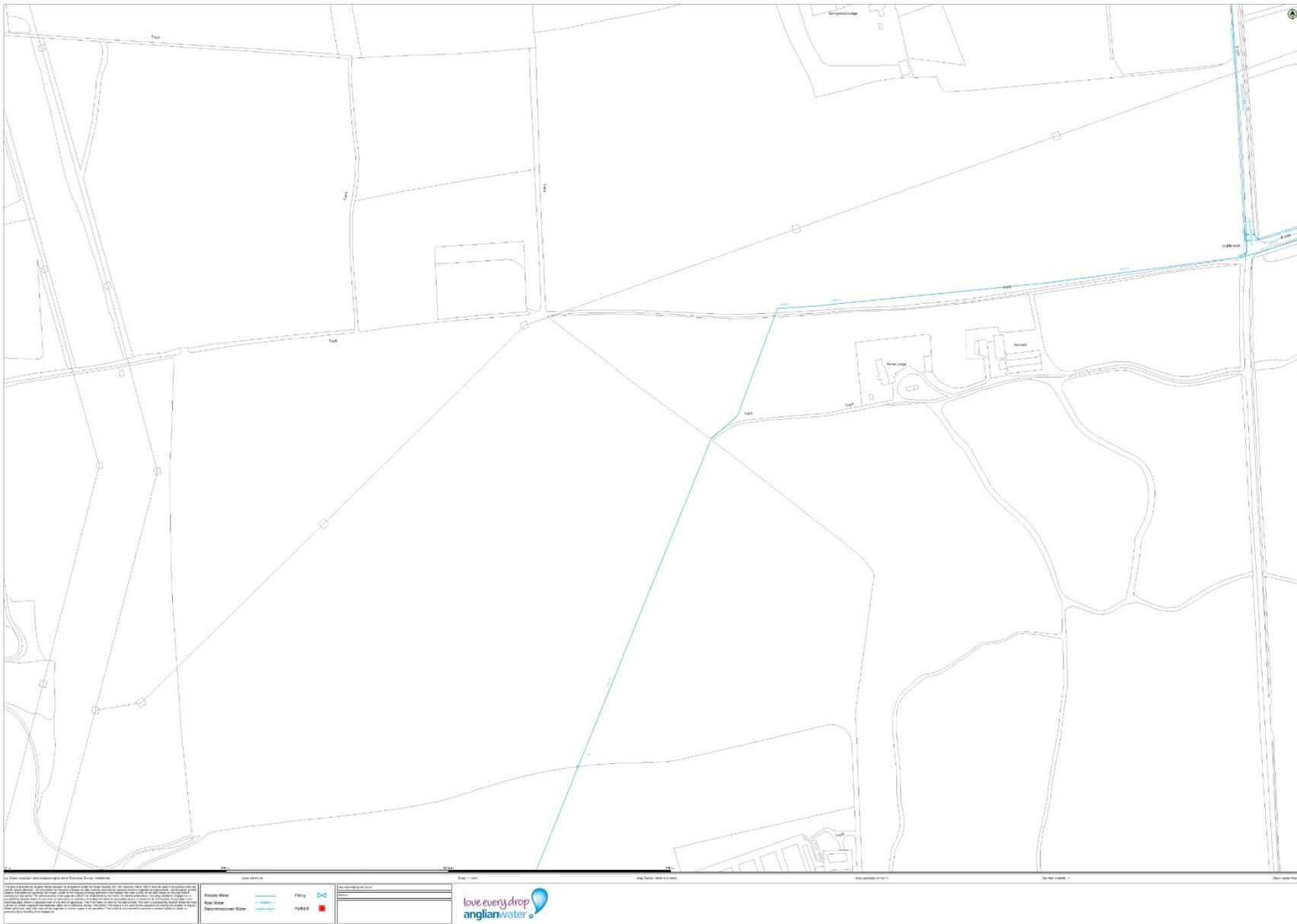
(a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and

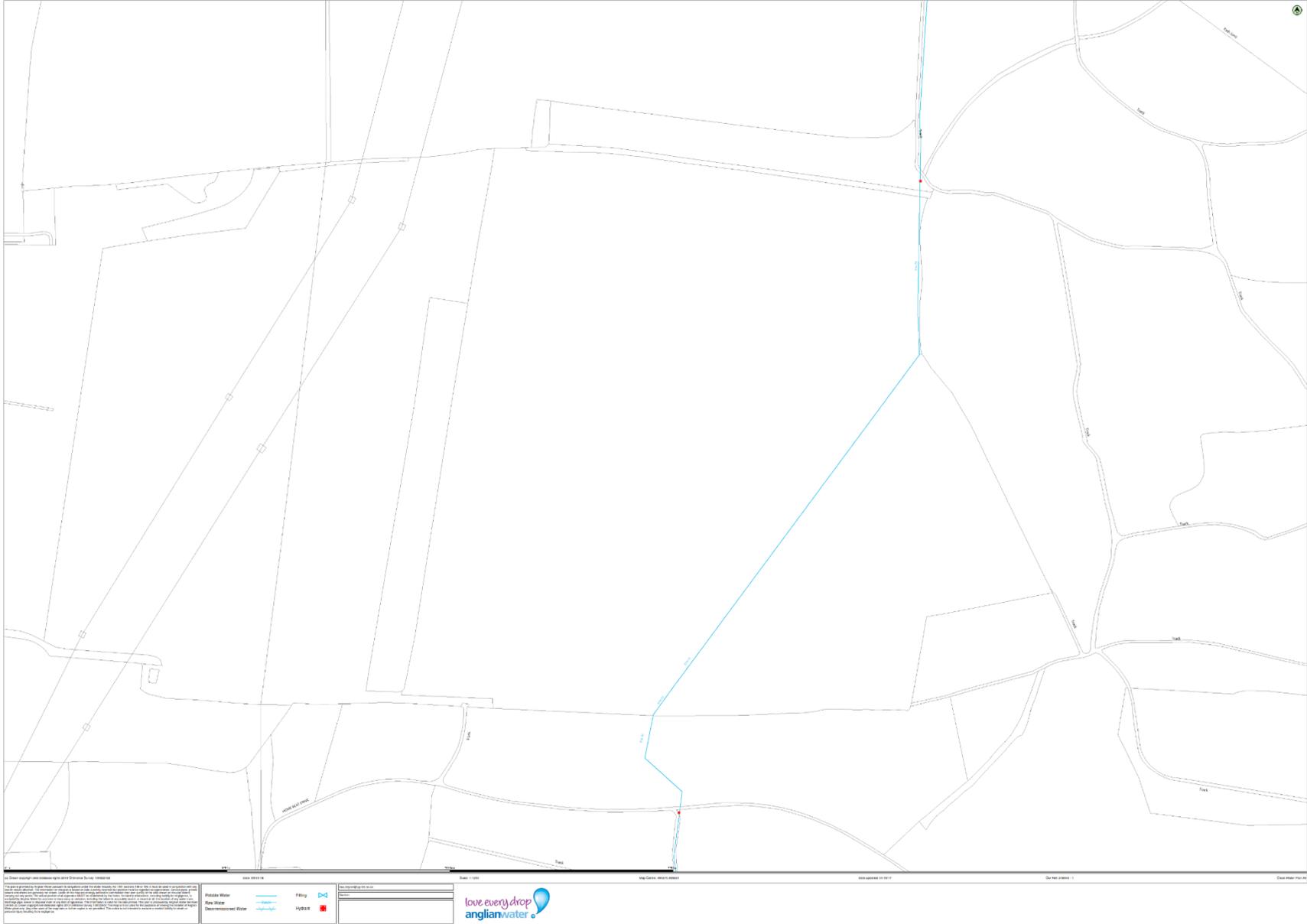
(b) make reasonable compensation to Anglian Water for any other direct expenses, loss, damages, penalty or costs incurred by Anglian Water.

18. Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, penalties and costs to which the provisions of this Part 2 apply. If requested to do so by the undertaker, Anglian Water must provide an explanation of how any claim has been minimised. The undertaker is only liable under paragraph 18 for claims reasonably incurred by Anglian Water.

19. For the avoidance of doubt any difference under any provision of this Part 2 of Schedule 6, unless otherwise provided for, shall be referred to and settled by arbitration in accordance with the rules at Schedule 5 (Arbitration rules) of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State

Appendix 2 – Asset identification and location plan







This plan is intended for use as a guide only. It is not intended to be used as a legal document. The user of this plan is advised to check the accuracy of the information shown on this plan against the relevant records of the local authority. The user of this plan is also advised to check the accuracy of the information shown on this plan against the relevant records of the local authority. The user of this plan is also advised to check the accuracy of the information shown on this plan against the relevant records of the local authority.

Public Water Sewer Water Electric Mains Water	FERRY HYDRA	01203 979000 www.anglianwater.co.uk
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Dated __30th March 2021_____

Signed 

On behalf of Little Crow Solar Park

Name... 

Position...Director.....

Signed 

On behalf of Anglian Water Services Limited

Name..... 

Position...Spatial Planning Manager

