

Anglian Water Services

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Our ref 10030409

Your ref TR010018

Nicholas Coombes
Case Manager
The Planning Inspectorate,
Temple Quay House,
Temple Quay,
Bristol,
BS1 6PN

25 September 2015

Dear Mr Coombes

Deadline 10 . Draft development consent order and Statement of Common Ground

The Statement of Common Ground (SoCG) between Highways England and Anglian Water (AW) has been drafted, but at the time of writing has not been completed; we are maintaining dialogue to seek resolution.

Matters outstanding to be included in the SoCG are Anglian Water's requirements for protective provisions; currently the provisions in the draft development control consent order (DCO) apply to all electricity, gas, oil, water and sewerage undertakers and are not specific or satisfactory to Anglian Water. A meeting was held to discuss this matter and other outstanding issues on 11 September and discussions are on-going.

To summarise the issues to be resolved to confirm Anglian Waters satisfaction with the DCO:

- Part 4 Discharge of water (page 16) Paragraph 8 has not been removed as requested by AW. Reason: Inappropriate deeming of consent required for failure to notify; paragraph (3) clearly set out that consent and conditions are needed.
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- Part 7 (40) Schedule 8 . AW requires protective provisions that are not currently included in the draft DCO.

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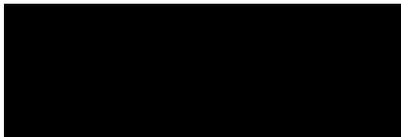
an AWG Company

Other matters still under discussion and included in the draft SoCG are:

- Funding pre-construction investigations
- Identification of AW assets
- Need to agree work schedules to avoid potential disruption to services
- Agreement re handling under Section 185 of the Water Industry Act 1991 (re movement of pipes)
- Placement of the Anglian Water pipe at Cambridge Services. Three options currently being considered
- AW will engage fully at detailed design stage to agree appropriate access to AW assets.
- Easements at diverted assets
- Finalisation of diversions for Anglian Water assets
- Protection of Anglian Water assets during construction works
- Highways England to provide clarity on contracting structure to determine how they intend to proceed with diversion work (i.e. do they have a contractor to undertake the works?)

It was noted at the specific hearing on the draft DCO held on 4 September, the Inspector advised that if resolution on the protective provisions had not been reached by deadline 10 then she requested the preferred options by both parties be submitted for her consideration. I attached Anglian Water's preferred option for protective provisions.

Yours sincerely



Sue Bull
Planning Liaison Manager

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.