



AnGLIAN Water Services Ltd

Thorpewood House
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Peterborough
PE3 6WT

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www.anglianwater.co.uk
Our ref 10030409

Your ref TR010018

Mr Nicolas Coombes
Case Manager
The Planning Inspectorate,
Temple Quay House
Temple Quay
Bristol
BS1 6PN
[Sent by e-mail]

11 November 2015

Dear Mr Coombes,

A14 Cambridge to Huntingdon Improvement Scheme: (deadline 15)

Further to our letter dated 15th October we have been able to reach agreement with Highways England regarding the content of the Draft DCO. I am writing to confirm that we have no objections relating to the wording of the Draft DCO as proposed by Highways England. Therefore Anglian Water's objection pursuant to Section 127 of the Planning Act can be treated as withdrawn.

Please find attached a copy of the protective provisions which have been agreed with Highways England. The Statement of Common Ground between Highways England and Anglian Water Services Ltd has been updated to reflect the current position. It will be submitted by Highways England on behalf of both parties.

We anticipate having further discussions with Highways England as part of the detailed design phase for the above project.

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

Yours sincerely

Stewart Patience

Stewart Patience
Planning Liaison Manager



THE QUEEN'S AWARDS
FOR ENTERPRISE:
SUSTAINABLE DEVELOPMENT
2015

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

FOR THE PROTECTION OF ANGLIAN WATER

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

(2) In this part of this Schedule –

"Anglian Water" means Anglian Water Services Limited, company number 02366656, whose registered office is at Lancaster House, Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire PE29 6YJ

"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;

"plan" includes sections, drawings, specifications and method statements; and

"the standard protection strips" means 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

(3) The undertaker 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 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 part of the authorised development on behalf of the undertaker.

(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 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 under sections 106 (right to communicate with public sewers), 112 (requirement that proposed drain or sewer be constructed so as to form part of a general system) or 185 (duty to move pipes, etc.) of the Water Industry Act 1991 as may be required by those provisions and has provided a plan and section of the works proposed to Anglian Water and Anglian Water has given the necessary consent or approval under those provisions of , such agreement not to be unreasonably withheld or delayed;

and such works are 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 undertaker acquires any interest in any land in which any 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 undertaker 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 undertaker must, 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

(7) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker 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 undertaker, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as 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 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 undertaker 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.

(10) Any dispute arising between the undertaker and Anglian Water under this Part of this Schedule must be referred to and settled by arbitration under article 43 (arbitration).