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Subject: A1 Birtley to Coal House Improvement DCO - Northumbrian Water Limited - Position Statement in advance of ISH5 and CAH
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Attachments: [image001.png](#)
[Northumbrian Water Limited position note 24 June 2020.pdf](#)

Dear Sirs,

As you are aware, Northumbrian Water Limited will not be appearing at the ISH5 tomorrow and the Compulsory Acquisition Hearing on Friday but it notes from the agendas that the protective provisions relating to NWL are due to be discussed. NWL therefore considers it may assist the Examining Authority and the Applicant to have the attached summary note of its current position to inform any relevant discussions at those hearings.

Kind regards,
Sam Woods

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A1 Birtley to Coal House Improvement Scheme

Northumbrian Water Limited – Position Note for Issue Specific Hearing 5 on 25 June 2020 and the Compulsory Acquisition Hearing on 26 June 2020

Northumbria Water Limited (“NWL”) is the statutory water and sewerage undertaker for the area in which the A1 Birtley to Coal House Improvement Scheme works will take place. NWL does not have any operational land which is proposed to be acquired permanently or temporarily under the development consent order (“DCO”). However, NWL does have water and sewerage apparatus contained in land which is proposed to be acquired under or affected by the DCO and, therefore, has either rights of access or rights to place the apparatus within that third party land. For this reason, NWL does have compensatable interests in land included within the DCO.

The DCO includes provision for Work No.22 to allow for the diversion of NWL’s 37” Derwent main. NWL’s starting position is that, in line with the Code of Practice for the New Roads and Street Works Act 1991, this main should remain in place, if it is safe to do so, as a key piece of NWL’s apparatus. There are ongoing discussions at a technical level and NWL are undertaking ground investigations to determine whether or not this main can remain in situ with adequate protective works in place.

NWL has been in positive discussions with Highways England (“the Applicant”) and its advisers in relation to the form of protective provisions to be included in the DCO in order to protect NWL’s statutory undertaking during the construction and operation of the works.

The parties are in broad agreement with the scope of the topics covered by the protective provisions which are included in the draft DCO, (such protective provisions taking a largely standard form), but has been engaging with the Applicant about the details to be included given the nature of the highway works proposed and NWL’s apparatus likely to be affected. Although the parties are quite close to agreement there remain some outstanding issues, which are yet to be agreed between the parties.

NWL is optimistic that it should be possible to reach agreement on these remaining details with the Applicant. NWL is awaiting some technical input in relation to these points before it can respond to the Applicant but NWL considered it would be helpful to provide this submission to assist both the Examining Authority and the Applicant in understanding NWL’s current position on the protective provisions in advance of ISH5 on the draft DCO and the Compulsory Acquisition Hearing, in which it is noted the protective provisions are to be discussed.

The outstanding matters of detail to be agreed in relation to the protective provisions are as follows:

- the wording of a definition for emergency works;
- whether there should be additional obligations imposed in the paragraphs relating to apparatus in temporarily stopped up streets;
- wording relating to the circumstances in which the applicant can acquire NWL’s apparatus;
- inconsistencies in timescales for the plan approvals process;
- relevant design standards to be referenced; and
- other minor outstanding drafting matters.

Additionally, NWL is seeking from the Applicant further protections and some greater comfort on how the parties will work together to agree the practicalities of the removal or retention of apparatus during the construction and operation of the scheme. The aim of the protective provisions and the further protections is to facilitate appropriate engagement between the parties and give sufficient certainty about the impacts on NWL apparatus in order to enable suitable and timely diversions or other protective measures to be put in place.

In NWL's view, the parties are reasonably close to agreement on measures to protect its apparatus and will work with the applicant to provide an update on the position by deadline 9.

Winckworth Sherwood
24 June 2020