



For the Attention of Rachel Dominey
Department for Transport
Zone 1/14-18
Great Minster House
33 Horseferry Road
London
SW1P 4DR

16th June 2022

Dear Rachel,

**APPLICATION BY NATIONAL HIGHWAYS FOR AN ORDER GRANTING
DEVELOPMENT CONSENT FOR THE A47 BLOFIELD TO NORTH
BURLINGHAM SCHEME (TR010040)**

Further to our letter of 19 May, I am writing to update you in relation to negotiations between the Applicant and Anglian Water Services Limited ("AWSL") in relation to protective provisions.

Although the Applicant and AWSL have not reached agreement on all the points between them, we have made significant progress in resolving two of the issues, namely paragraphs 18 and 29. Subject to the amendments set out below, it is therefore understood that AWSL's concerns are now limited to paragraph 27(5).

Amendments

The Applicant and AWSL have agreed the following change to the protective provisions in favour of AWSL:

1. At paragraph 18 of Schedule 9 of the DCO to insert "(1)" after the paragraph number, so that the sentence now reads:

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

2. After the new paragraph 18(1) insert the following new paragraphs:

"(2) Before commencement of any work set out in Schedule 1 to divert any apparatus the undertaker will provide Anglian Water with a schedule of apparatus which will be diverted as part of the authorised development setting out for each piece of apparatus whether those works are to be undertaken under this Schedule or under the 1991 Act and, where a diversion is to be carried out partly under this

Schedule and partly under the 1991 Act, details of which part of the diversion is to be carried out under which power.

(3) The undertaker may from time to time provide to Anglian Water amendments to the schedule referred to in paragraph (2).

(4) No amendment may be submitted under paragraph (3) in respect of apparatus which is to be diverted as part of a work set out in Schedule 1, or which comprises such a work, after that work has commenced."

Paragraph 27(5)

Subject to the above amendment, the Applicant understands that the only issue between the parties relates to the inclusion of paragraph 27(5).

Conclusion

Despite extensive negotiations, the Applicant does not consider that there is a reasonable prospect of reaching an agreement with AWSL on matters relating to paragraph 27(5), as referred to in the Statement of Common Ground between the parties.

In these circumstances we would respectfully request that the Secretary of State proceeds to make a decision as to whether there will be serious detriment to AWSL if the order is made in the form submitted by the Applicant, including paragraph 27(5).

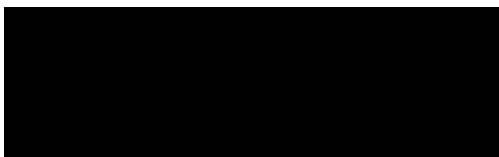
In doing so, the Secretary of State should have regard to the arguments of each party raised by each part in the Statement of Common Ground.

The Applicant does not intend to repeat in full those arguments, however in summary:

1. There is very strong precedent for deferment of renewal to be included in protective provisions and it is generally accepted by statutory undertakers. Recent examples of highway DCOs including deferment of renewal provisions are as follows:
 - The M54 to M6 Link Road Development Consent Order 2022
 - M25 Junction 28 Development Consent Order 2022
 - The M25 Junction 10/A3 Wisley Interchange Development Consent Order 2022
2. The provision has firm roots in primary legislation.
3. The methodology is well understood by statutory undertakers and is the subject of the Highway Authorities and Utilities Committee (HAUC) Code of Practice and online calculator, which sets out the rates which would apply.

The Applicant's case is that the protective provisions in favour of AWSL currently contained in the Applicant's latest draft order (including the above amendment) provide a reasonable level of protection to AWSL and that making the Order in this form will not lead to AWSL suffering serious detriment.

Yours sincerely,



Nikki Rowley-Todd
Project Manager
National Highways