

A428 Black Cat to Caxton Gibbet improvements

TR010044

Volume 8

8.11 Statement of Common Ground with Anglian Water

Planning Act 2008

Rule 8(1)(e)

Infrastructure Planning (Examination Procedure) Rules 2010

February 2022

Infrastructure Planning

Planning Act 2008

**The Infrastructure Planning
(Examination Procedure) Rules 2010**

**A428 Black Cat to Caxton Gibbet
improvements
Development Consent Order 202[]**

8.11 Statement of Common Ground with Anglian Water

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Author	A428 Black Cat to Caxton Gibbet Improvements Project Team, National Highways

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STATEMENT OF COMMON GROUND

This Statement of Common Ground has been prepared and agreed by (1) National Highways Company Limited and (2) Anglian Water.

Signed.....

Lee Galloway

Project Director

on behalf of National Highways

Date: 15 February 2022

Signed

Darl Sweetland

Spatial Planning Manager

on behalf of Anglian Water

Date: 15 February 2022

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1 Introduction

1.1 Purpose of this document

- 1.1.1 This Statement of Common Ground (SoCG) has been prepared in respect of the A428 Black Cat to Caxton Gibbet improvements (the Scheme) made by National Highways Company Limited (National Highways) to the Secretary of State for Transport (Secretary of State) for a Development Consent Order (the Order) under section 37 of the Planning Act 2008 (PA 2008).
- 1.1.2 The Order, if granted, would authorise National Highways to construct a new 10 mile (16km) dual 2-lane carriageway from the Black Cat roundabout to Caxton Gibbet roundabout and in addition approximately 1.8 miles (3km) of tie-in works. The Scheme includes the following components:
- a. A new three-level grade separated junction at Black Cat roundabout, with the A1 at the lower level, the new dual carriageway on the upper level and a roundabout between the two at approximately existing ground level. In addition to slip roads, a new free flowing link between the A421 eastbound carriageway and the A1 northbound carriageway will also be provided.
 - b. A new grade separated all movements junction will be constructed to the east of the existing Cambridge Road roundabout to provide access to the new dual carriageway and maintain access to the existing A428.
 - c. At the Caxton Gibbet roundabout, a new grade separated all movements junction will be constructed, incorporating the existing roundabout on the south side of the new dual carriageway and a new roundabout on the north side. The new dual carriageway will then tie-in to the existing A428 dual carriageway to the east of the new Caxton Gibbet junction.
 - d. In the vicinity of the new Black Cat junction, direct access onto the A1 from some local side roads and private premises will be closed for safety reasons. A new local road will provide an alternative route. The existing Roxton Road bridge will be demolished and replaced with a new structure to the west to accommodate the realigned A421.
 - e. New crossings will be constructed to enable the new dual carriageway to cross the River Great Ouse, East Coast Main Line railway, Barford Road, the B1046/Potton Road, Toseland Road and the existing A428 at Eltisley.
 - f. The existing A428 between St Neots and Caxton Gibbet will be de-trunked and retained for local traffic and public transport with maintenance responsibility transferred to the local highway authorities.
 - g. An alternative access will be provided to side roads at Chawston, Wyboston and Eltisley.

h. There will be safer routes for walkers, cyclists, and horse riders.

1.1.3 This SoCG has been produced to confirm to the Examining Authority (ExA) where agreement has been reached between the parties to it, and where agreement has not (yet) been reached. SoCGs are an established means in the planning process of allowing all parties to identify and so focus on specific issues that may need to be addressed during the Examination.

1.2 Parties to this Statement of Common Ground

1.2.1 This SoCG has been prepared by (1) National Highways (formerly known as Highways England) as the Applicant and (2) Anglian Water.

1.2.2 National Highways became the Government-owned Strategic Highways Company on 1 April 2015. It is the highway authority in England for the strategic road network and has the necessary powers and duties to operate, manage, maintain and enhance the network. Regulatory powers remain with the Secretary of State. The legislation establishing National Highways made provision for all legal rights and obligations of National Highways, including in respect of the Application, to be conferred upon or assumed by National Highways.

1.2.3 Anglian Water is the operator and maintainer of potable and sewerage infrastructure within the extents of the DCO boundary and for the local community and businesses. The supply of water and treatment and management of wastewater is undertaken using Anglian Water pipelines which cross the DCO site and using facilities that are accessed from locations which will be impacted by DCO works.

1.3 Terminology

1.3.1 In Section 3 of this SoCG:

- a. “Agreed” indicates where the issue has been resolved.
- b. “Not Agreed” indicates a final position.

1.3.2 It can be taken that any matters not specifically referred to in the Issues chapter of this SoCG are not of material interest or relevance to Anglian Water’s representation and therefore have not been considered in this document. It is recognised however that engagement between both parties will need to continue due to their joint vested interest in the area of the Scheme.

2 Record of Engagement

2.1.1 The parties have been engaged in consultation since the beginning of the proposed development. A summary of the meetings and correspondence that has taken place between National Highways (NH) and Anglian Water in relation to the Application is outlined in **Table 2-1**.

Table 2-1 - Record of Engagement

Date	Form of correspondence	Key topics discussed and key outcomes
14/03/2018	Email	Highways England (HE) provided Anglian Water with the following documents: <ul style="list-style-type: none"> • Letter of Authority from HE • C3 application letter • Outline plan of approximate location of the proposed route • Detailed plans of the proposed route.
16/01/2019	Meeting	A428 design team met with Anglian Water to discuss potential diversion and protection works.
08/04/2019	Letter	Letter from HE to Anglian Water: A428 Black Cat to Caxton Gibbet Scheme – Request for Information (New Interest RFI).
01/05/2019	Letter	Letter from HE to Anglian Water: A428 Black Cat to Caxton Gibbet Scheme – Request for Information - Reminder (Chaser Letters).
26/07/2019	Letter	Letter from HE to Anglian Water: Statutory Consultation Launch Communications - S42a.
23/01/2020	Email	Email from HE to Anglian Water requesting information regarding information about sewer historical flood events within their area of responsibility within the A428 scheme.
27/02/2020	Meeting	In person meeting – A428 Scheme Update and C4 design review.
24/03/2020	Email	Email from HE to Anglian Water following up previous (unanswered) request for information regarding information about sewer historical flood events within their area of responsibility within the A428 scheme.
07/05/2020	Email	Email from HE to Anglian Water with query relating to their land ownership within A428 scheme boundary.

Date	Form of correspondence	Key topics discussed and key outcomes
21/05/2020	Email	Email from Anglian Water to HE in response to land ownership query, stating that they do own the land but not as shown on Land Registry so they will be applying to have the information corrected. Asked HE whether there is any intention to acquire any land in Anglian Water's ownership as part of the A428 development.
03/06/2020	Email	Email from Anglian Water to HE chasing up unanswered query sent on 21/05/2020 regarding whether there is any intention for temporary/permanent land take of Anglian Water land for the A428 development.
03/06/2020	Email	Email from HE to Anglian Water in response to land take query confirming that the land in question is within the scheme boundaries and is required to facilitate development. HE provided details of Anglian Water staff involved in those discussions.
03/06/2020	Email	Email from Anglian Water to HE seeking clarification on whether there is any intention for acquisition of land via compulsory purchase powers.
24/06/2020	Email	Email from HE to Anglian Water: Supplementary Consultation Launch Communications 2020.
02/10/2020	Teams Meeting	Design Progress meeting.
20/11/2020	Meeting	Meeting with Anglian Water to review latest design.
11/01/2021	Teams Meeting	Anglian Water C4 design workshop.
26/04/2021	Letter	Letter from HE to Anglian Water: S56 notification letter,
12/05/2021	Email	Detailed estimate and design from the Statutory undertaker also known as "C4" received from Anglian Water for commercial and technical review.
16/06/2021	Email	Email from Anglian Water to HE setting out the Relevant Representation points
12/07/2021	Email	Email from Anglian Water to HE as follow up to meeting confirming approach to Black Cat protective provisions can be applied to the four other NSIP applications.
20/07/2021	Email	Email from Anglian Water to HE with C4 to inform modelling.
01/09/2021	Email	Email from Anglian Water to National Highways (NH) regarding property matters.
15/09/2021	Email	Email from Anglian Water to NH requesting engagement.

Date	Form of correspondence	Key topics discussed and key outcomes
22/09/2021	Emails	Emails between NH and Anglian Water to progress engagement on matters.
23/09/2021	Meeting	Design progress meeting.
04/10/2021	Email	Email from Anglian Water to Planning Inspectorate copied to NH regarding engagement on property matters.
15/10/2021	Email	Email from Anglian Water to NH confirming positions following the recent meeting on Wyboston Site and Covered reservoir at Eynesbury Hardwicke.
12/10/2021	Meeting	Meeting with NH and Anglian Water to discuss approach to access and maintenance.
19/10/2021	Letter	Email from NH to Anglian Water confirming maintenance of access to the Chawston-Wyboston Water Recycling Centre and the land and reservoir to the south-east of Rectory Farm Cottage and west of Potton Road throughout the construction of the works or provision of alternative access arrangements.
19/10/2021	Email	Email from Anglian Water to NH confirming receipt of letter of 19/10/2021 and advising that they wish to complete matters and update the SoCG before Deadline 4 if possible.
29/10/2021	Meeting	Meeting between NH and Anglian Water to discuss access provisions
16/11/2021	Email	Email from NH to Anglian Water to advise of availability to discuss C4 designs.
29/11/2021	Meeting	Meeting between NH and Anglian Water to discuss A428 design changes.
29/11/2021	Email	Email from NH to Anglian Water with notes from the A428 design review meeting.
13/12/2021	Email	Email from NH to Anglian Water with A428 diversion drawings.
13/12/2021	Email	Email from NH to Anglian Water with Northwest junction onto Potton Road drawings, requesting confirmation that the valves can remain in situ. Apparatus continuing along the stopped up Potton Road can remain.
17/12/2021	Email	Email from NH to Anglian Water with resolution for viewing requested designs.
10/01/2022	Meeting	A428 - Anglian Water progress meeting between NH and Anglian Water.

Date	Form of correspondence	Key topics discussed and key outcomes
10/01/2022	Email	Email from Anglian Water to NH with A428 - Anglian Water progress meeting notes
10/01/2022	Email	Email from NH to Anglian Water with additional A428 - Anglian Water progress meeting notes.
24/01/2022	Email	Email from Anglian Water to NH with proposed water main diversion for Black Cat South.
24/01/2022	Email	Email from Anglian Water to NH with proposed water main diversion for Chawston Lane.
24/01/2022	Email	Email from NH to Anglian Water advising the water main diversion proposal they provided for Black Cat South is not suitable, and they are going to go ahead with the current proposal.
27/01/2022	Email	Email from NH to Anglian Water confirming the Chawston Lane water main diversion proposal is suitable but they will need to refine the actual tie in point when carrying out the task.

- 2.1.2 Side discussions have additionally taken place between National Highways' and Anglian Water's respective legal advisers.
- 2.1.3 It is agreed that this is an accurate record of the key meetings and consultation undertaken between (1) National Highways and (2) Anglian Water in relation to the issues addressed in this SoCG.
- 2.1.4 The issues and matters highlighted in Section 3 of this SoCG summarise the key issues that have been identified in relation to a number of key areas of the DCO application.

3 Issues Raised

3.1 Introduction and general matters

- 3.1.1 This section sets out the ‘issues’ which are agreed or not agreed between Anglian Water and National Highways. On 2 July 2021, the Examining Authority issued a letter under Section 89(3) of the Planning Act 2008 and Rules 9 and 17 of The Infrastructure Planning (Examination Procedure) Rules 2010 (known as the ‘Rule 9 Letter’). Paragraph 2 sets out a request for Statements of Common Ground (SoCG) between National Highways and various parties, including Anglian Water. For Anglian Water, the Rule 9 Letter advises that the following issues should be in the SoCG:
- a. The effects on existing services, apparatus and infrastructure.
 - b. Protective Provisions contained within the draft DCO.
 - c. The provisions set out in section 127 of the Planning Act 2008.

Table 3-1 – DCO and Legal Matters

Issue	Document Reference	National Highways Position	Anglian Water Position	Status	Date
The effects on existing services, apparatus and infrastructure		<p>There are a number of conflicts between the proposed works and existing Anglian Water apparatus. Designs shall be produced in a collaborative manner between all parties. The extents and scale of impact upon Anglian Water apparatus will be refined as the scheme progresses.</p> <p>Engagement with Anglian Water is ongoing to develop the detailed scope and programme. National Highways expects coordination to</p>	<p>Anglian Water considered prior to 18 October 2021 and changes by NH to protective provisions, that these points were nearly resolved. One final step would be to include early liaison by National Highways’ contractors to ensure apparatus was identified jointly and protected and a programme for diversion or replacement agreed. In the absence of a Code of Construction Practice or a DCO Order Implementation Plan which recorded the practical steps and their timing to be undertaken based on agreements reached by</p>	Agreed	

		continue throughout detailed design and delivery.	parties during as Examination this could be included in an update to the Construction Traffic Management in the section that deals with utilities.		
Protective Provisions	Draft DCO [APP-025]	Adequate protective provisions for the protection of Anglian Water are contained within Schedule 9 of the draft DCO.	Anglian Water require protective provisions to be included within the DCO to ensure that its interests are adequately protected. On the whole, Anglian Water were content with the protective provisions included in the draft Order subject to ongoing discussion on a number of drafting points set out in Anglian Water's relevant representation. Changes to the draft DCO provided on 18 October introduce additional matters of concern for Anglian Water	The precise terms of the Protective Provisions are under discussion. See Table 3-2 below for further detail on the outstanding issues.	
Protective Provisions	Draft DCO [APP-025]	Applicant proposed changes to 86(1).	Applicant's change to 86(1) is agreed as it provides for flexibility through written agreement.	Agreed	
Protective Provisions	Draft DCO [APP-025]	Paragraph 86(7) - National Highways' had concerns that if it proceeded on the assumption that Anglian Water will carry out the works, but was then served notice requiring National Highways to do the works, at a late stage, it would have a detrimental effect on the already tight programme. In practice Anglian Water will have had time to consider whether it requires National Highways to do the works whilst agreeing the works	With the Applicant's clarification, Anglian Water is now content on this point and paragraph 86(7) is agreed.	Agreed	

		under sub-paragraph (4) and there is flexibility to extend the time under paragraph 94 – and also there is scope to agree under paragraph 86(7).			
Protective Provisions	Draft DCO [APP-025]	Applicant proposed deletion of text in 89(3).	Applicant's deletion of text in 89(3) is agreed.	Agreed	
Access		<p>National Highways confirms that it will not inhibit access to the Chawston-Wybston Water Recycling Centre and the land and reservoir to the south-east of Rectory Farm Cottage and west of Potton Road throughout the construction of the works or provide alternative access arrangements.</p> <p>National Highways notes that in some instances it may be necessary to restrict access for limited periods, however, National Highways would seek to minimise the number and duration of any such restrictions as far as reasonably practicable and the Principal Contractor would liaise with Anglian Water to ensure that such disruption is minimised.</p> <p>National Highways also confirms that irrespective of the foregoing, the Principal Contractor would maintain emergency access at all times to both sites throughout the construction of the works.</p>	<p>On land and rights acquisition, Anglian Water remains committed to reaching agreement on and resolving the question of the access to the Chawston-Wybston Water Recycling Centre (WRC) that National Highways seek to acquire permanently. Anglian Water's preference remains for the undertaker to maintain continuous access to the WRC to operate and maintain access to the site for our customers. Anglian Water therefore seek agreement to ensure that access is maintained until an acceptable replacement is constructed, operable and in Anglian Water's control as an occupier. Similarly, we seek to agree the approach of the undertaker to the proposed temporary use of Anglian Water's land and reservoir (covered) to the south-east of Rectory Farm Cottage and west of Potton Road, Eynesbury Hardwicke St Neots.</p> <p>Any replacement access will need to provide equivalent rights to the</p>	Agreed	

		<p>Regarding the proposals in the areas of the Water Recycling Centre and the existing reservoir, National Highways confirms that at both locations the scheme would not directly impact on or alter the existing access arrangements to these facilities.</p> <p>In the case of the Water Recycling Centre, the existing access to the Anglian Water facility is via the Wyboston Services area. National Highways confirms that the scheme would not alter the existing access via the Wyboston Services, and the parties agree that this would continue to provide appropriate access for Anglian Water.</p> <p>National Highways has formerly written to Anglian Water Services Ltd to confirm all of the above matters.</p> <p>National Highways is not proposing to acquire the Water Recycling Centre permanently</p>	<p>present access in particular regular unimpeded access for tankers and irregular unimpeded access for large plant and machinery.</p> <p>28.10.21. Anglian Water welcomes the engagement by National Highways on property and access matters and now considers that access matters are agreed.</p>		
<p>Section 127 Planning Act 2008</p>	<p>Draft DCO [APP-025]</p>	<p>Adequate protective provisions for the protection of Anglian Water's statutory undertaking are set out within Schedule 9 of the draft DCO.</p>	<p>Anglian Water require protective provisions to be included within the DCO to ensure that its interests are adequately protected. On the whole, Anglian Water were content with the protective provisions included in the draft Order subject to ongoing discussion on a number of drafting points set out in Anglian Water's relevant representation.</p>	<p>The precise terms of the Protective Provisions are under discussion. See Table 3-2 below.</p>	

Table 3-2 - Protective Provisions

ORDER TEXT			Agreed Summary	PARTIES COMMENTS	
Para	Applicant's Text	Anglian Water's Proposed Text		Anglian Water's Proposed Text	Applicant's Response
82	This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.	Where relations in relation to apparatus may be regulated by both this Part of this Schedule and Part 3 of the 1991, they shall be regulated by this Part of this Schedule unless the undertaker shall have given prior written notice to Anglian Water that they are to be regulated by Part 3 of the 1991 Act; in which case	This article sets out the circumstances in which the protective provisions will apply.	<ol style="list-style-type: none"> 1. Anglian Water needs this clause to be clear so that it knows when the New Roads and Street Works Act 1991 is being relied on and when the protective provisions will apply. 2. The Applicant's wording is not sufficiently clear. 	<ol style="list-style-type: none"> 1. Agreed 2. The Applicant considers that the wording used is clear. <p>Firstly, this is the wording used in the standard protective provisions for water (and other undertakers) in Part 1 of Schedule 9 of the dDCO and is well-precedented – see for example:</p> <ul style="list-style-type: none"> • A14 Cambridge to Huntingdon Improvement Scheme Development Consent Order 2016 • M4 Motorway (Junctions 3 to 12) (Smart Motorway) Development Consent Order 2016. • The A19/A184 Testo's Junction Alteration Development Consent Order 2018 <p>Secondly, the Applicant is not seeking to deviate from the standard position that where the New Roads and Street Works Act 1991 applies it will</p>

ORDER TEXT			Agreed Summary	PARTIES COMMENTS	
Para	Applicant's Text	Anglian Water's Proposed Text		Anglian Water's Proposed Text	Applicant's Response
		they shall be regulated by Part 3 of the 1991 Act to the exclusion of this Part of this Schedule		<p>3. Anglian Water would like to see some additional wording to provide a default as to which powers are being used if the promoter does not mention which, when it is engaging with Anglian Water.</p>	<p>apply to the exclusion of the protective provisions.</p> <p>Thirdly, the Applicant does not consider that there are situations where both the 1991 Act and the protective provisions could apply. because the Applicant's wording entirely ousts the protective provisions where the 1991 Act applies.</p> <p>3. The Applicant considers that the dDCO already includes adequate wording that the New Roads and Street Works Act 1991 applies as a default; it is only where the 1991 Act does not apply that the protective provisions will apply.</p>
89(5)	(5) An amount which apart from this sub-paragraph would be payable to Anglian Water in respect of works by virtue of sub-paragraph (1), if the works include the	NONE - Text should be deleted	This paragraph provides for a reduction in payments to Anglian Water to take into account the fact that the provision of new apparatus puts back the date when the	<p>1. The renewal is not of Anglian Water's choosing and is required only because of the scheme.</p> <p>2. Anglian Water would be paying part of the capital cost of the Highways England project when it does not have regulator approval for these costs and we cannot pass the majority of these uncompensated costs onto customers.</p>	<p>1. The Applicant acknowledges this point.</p> <p>2. The deferment of renewal provisions reflect that there where apparatus is renewed there is a benefit to Anglian Water of having that renewed apparatus, and the delay in the date when they would (in a no scheme world) have to replace the apparatus.</p>

ORDER TEXT			Agreed Summary	PARTIES COMMENTS	
Para	Applicant's Text	Anglian Water's Proposed Text		Anglian Water's Proposed Text	Applicant's Response
	placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Anglian Water any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.		existing apparatus would have to be replaced by Anglian Water (ie in a no scheme world). This is known as a "deferment of renewal" provision.	<p>The New Roads and Street Works Act gives highway authorities a couple of privileges. One is cost sharing and the other is deferment.</p> <p>(a) "Cost sharing" is set out in section 85(4) of the Act and regulations 3 to 5 of the Street Works (Sharing of Costs of Works) (England) Regulations 2000 – it doesn't really relate to any advantage to an infrastructure owner but is just a mandate for the infrastructure owner to bear between 7½% and 18% of the cost of the highway authority's works in respect of that infrastructure.</p> <p>The other is "deferment" and is referenced in section 85(5) of the Act and regulation 7 of the Street Works (Sharing of Costs of Works) (England) Regulations 2000. That sends you to Appendices E and F of the Code known as HAUC in order to work out the sum borne by the infrastructure owner. Deferment is supposed to relate to the benefit the infrastructure owner gets in having new for old.</p>	<p>The deferment of renewal provision is the wording used in the standard protective provisions for water (and other undertakers) in Part 1 of Schedule 9 of the dDCO and is well-precedented – see for example:</p> <ul style="list-style-type: none"> • A14 Cambridge to Huntingdon Improvement Scheme Development Consent Order 2016, • M4 Motorway (Junctions 3 to 12) (Smart Motorway) Development Consent Order 2016. • The A19/A184 Testo's Junction Alteration Development Consent Order 2018 <p>It is also a principle found in statute. For example, the deferment of renewal provision reflects the terms of Part II of Schedule 12 of the Highways Act 1980 (where highways are stopped up or diverted under that Act) which provides that:</p> <p><i>"An amount which apart from this paragraph would be payable to undertakers in respect of works of theirs by virtue of paragraph 6 above (and having regard, where relevant, to paragraph 7 above) shall, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 1/2 years earlier so as to confer on the undertakers any financial benefit by deferment of the time for</i></p>

ORDER TEXT			Agreed Summary	PARTIES COMMENTS	
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				<p>Anglian Water's point is that just because these privileges exist in NRSWA, should be expanded into other exercises of power by highway authorities, such as through a DCO.</p> <p>Anglian Water's view is that the principle is the same as for a classic compulsory purchase that the acquiring authority should pay full all costs that the person on the receiving end of the power incurs. Because of the way it is funded, Anglian Water doesn't actually really gain any benefit from "new for old" and so would not support the expansion of NRSWA and HAUC deferment into the field of DCOs. Likewise, cost sharing doesn't reflect any kind of benefit and so that would not be supported either.</p> <p>That is not to be confused with two things that we have accepted in the past (from any acquiring authority):</p> <ul style="list-style-type: none"> (i) That where the acquiring authority suggests a like for like replacement and Anglian Water seeks something 	<p><i>renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit."</i></p> <p><i>In considering deferment of renewal payments, it is also important to keep in mind the following:</i></p> <ul style="list-style-type: none"> (a) The deferment of renewal provision applies on-street under the New Roads and Street Works Act 1991, entirely independently of the protective provisions. (b) The protective provisions only apply where the apparatus in question is not in a street, applying the same rule. (c) The precise highway boundaries for this scheme have not been determined, however it is anticipated that the protective provisions will only apply to between 25% and 50% of works to Anglian Water's assets. (d) As stated above, this position "off-street" is the standard position for protective provisions for water undertakers. (e) Deferment of renewal calculations are carried out in accordance with well-known and well-understood principles. These were originally set out in the Highways Authorities Utilities Committee (HAUC) "Measures Necessary Where Apparatus is

ORDER TEXT			Agreed Summary	PARTIES COMMENTS	
Para	Applicant's Text	Anglian Water's Proposed Text		Anglian Water's Proposed Text	Applicant's Response
				<p>bigger or better for its own benefit, we would expect to pay the marginal amount—which we call “betterment” in its true sense; and</p> <p>(ii) We do not take issue that where financial benefit to Anglian Water can actually and objectively be demonstrated, Anglian Water should not expect compensation to that extent as well. Anglian Water’s position is that benefit should not be assumed and applied mechanically as per paragraph 88(5) of the dDCO).</p>	<p>Affected by Major Works (Diversionary Works): A Code of Practice", approved by the Secretary of State for Transport in 1992 ("HAUC ACoP") which is annexed to this Statement of Common Ground, which mostly remains in force. The Preface on page 4 of the HAUC ACoP states that the code was "the subject of extensive consultation with interested organisations" including "the water and electricity supply industries". Paragraph 1.2(iii) states that the HAUC ACoP "applies to any necessary off-site works".</p> <p>(f) The principles set out in Appendix E of the HAUC ACoP remain in place, however the original 6% rate of interest has been replaced by a 3.5% rate. Table 2 of Appendix E has therefore been replaced by an online calculator which can be found at https://www.hauc-uk.org.uk/resources/diversionary-works-calculator (the "DOR Calculator")</p> <p>(g) In practice, for much of the life of an asset, deferment of renewal payments are relatively low payments compared to the replacement value of the apparatus except at the very end of the lifetime of the asset: for almost the first half of the life of an asset they are less than 10% of replacement</p>

ORDER TEXT			Agreed Summary	PARTIES COMMENTS																			
Para	Applicant's Text	Anglian Water's Proposed Text		Anglian Water's Proposed Text	Applicant's Response																		
					<p>costs. To give a hypothetical example, calculated using the DOR calculator, assuming a 355mm diameter HDPE water main valued at £100,000 was affected by a significant length of the scheme. By way of illustration, Column (1) below sets out the number of years of life of the asset which has expired; Column (2) sets out the cost deduction:</p> <table border="1"> <thead> <tr> <th>(1)</th> <th>(2)</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>£661.57</td> </tr> <tr> <td>20</td> <td>£1,594.78</td> </tr> <tr> <td>30</td> <td>£2,911.16</td> </tr> <tr> <td>40</td> <td>£4,768.05</td> </tr> <tr> <td>50</td> <td>£7,387.38</td> </tr> <tr> <td>60</td> <td>£11,082.20</td> </tr> <tr> <td>70</td> <td>£16,294.11</td> </tr> <tr> <td>80</td> <td>£23,646.02</td> </tr> </tbody> </table>	(1)	(2)	10	£661.57	20	£1,594.78	30	£2,911.16	40	£4,768.05	50	£7,387.38	60	£11,082.20	70	£16,294.11	80	£23,646.02
(1)	(2)																						
10	£661.57																						
20	£1,594.78																						
30	£2,911.16																						
40	£4,768.05																						
50	£7,387.38																						
60	£11,082.20																						
70	£16,294.11																						
80	£23,646.02																						

ORDER TEXT			Agreed Summary	PARTIES COMMENTS		
Para	Applicant's Text	Anglian Water's Proposed Text		Anglian Water's Proposed Text	Applicant's Response	
					90	£34,016.61
					100	£48,645.36
					110	£69280.65
					120	£98.388.77
				<p>3. The consequence of part paying for new assets which we have not sought would be to reduce the capital available for priority environmental improvement projects which customers prioritise and the regulator requires Anglian Water to undertake or face financial penalties for not delivering with a consequent impact on future funding for improvements.</p>	<p>3. It is acknowledged that the timing of part of the payment for the renewal of the apparatus would be brought forward, although as explained above, this is in line with the usual position on deferment of renewal.</p> <p>In the long term the effect would be cost neutral because of the delay in replacing the apparatus.</p> <p>Given that renewal of apparatus would generally lead to fewer leaks and less maintenance, the Applicant would generally expect an undertaker to fund deferment of renewal payments from a maintenance or mains renewal budget or operational cost saving, rather than from its priority environmental improvements.</p> <p>Any works of asset renewal across its undertaking will reduce the funds Anglian Water has available for other projects, however that is</p>	

ORDER TEXT			Agreed Summary	PARTIES COMMENTS	
Para	Applicant's Text	Anglian Water's Proposed Text		Anglian Water's Proposed Text	Applicant's Response
					not a reason to disapply the usual deferment of renewal provisions.
				4. That being the case the protective provisions put Anglian Water in a worse position than a private landowner, who would recover all his losses. We ask that they Examining Authority consider the position in law on recovery of all or part of the losses and the consequent delay in delivering environmental improvements for customers.	4. It is not correct to say that the CPO Compensation Code always allows a private landowner to recover all of their losses arising as the result of a scheme. Land compensation is generally calculated by reference to the diminution in the value of land, which may or may not reflect the financial loss suffered by a landowner. For example, Section 261 of the Highways Act 1980 provides that in assessing compensation for compulsory purchase under the Highways Act 1980 regard must be had to "the extent to which the remaining contiguous lands belonging to the same person may be benefited by the purpose for which the land is authorised to be acquired".
91	Where in consequence of the proposed construction of any of the authorised development, the	Where in consequence of the proposed construction of any of the authorised development, the	Anglian Water would like National Highways to use its "InFlow" system in respect of	Anglian Water has a system and process that is used where developers and other parties apply for the creation of new water and sewerage infrastructure. It is used to allocate work in an efficient manner using the right resources, skills and tools. Not using the system without good reason will	The Applicant understands that the InFlow system will only be required for new suppliers and not for diversionary works, so there is no requirement for the Applicant to use it.

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Para	Applicant's Text	Anglian Water's Proposed Text		Anglian Water's Proposed Text	Applicant's Response
	undertaker or Anglian Water requires the removal of apparatus under paragraph 86(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic	undertaker or Anglian Water requires the removal of apparatus under paragraph 86(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic	works under the DCO.	lead to avoidable inefficiency and confusion. The wording proposed does not force the undertaker to use the system in all circumstances but allows for bespoke process where appropriate.	

ORDER TEXT			Agreed Summary	PARTIES COMMENTS	
Para	Applicant's Text	Anglian Water's Proposed Text		Anglian Water's Proposed Text	Applicant's Response
	execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water's undertaking and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.	execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water's undertaking using existing processes where requested by Anglian Water, provided it is appropriate to do so and Anglian Water must use all reasonable endeavours to co-operate with the			

ORDER TEXT			Agreed Summary	PARTIES COMMENTS	
Para	Applicant's Text	Anglian Water's Proposed Text		Anglian Water's Proposed Text	Applicant's Response
		undertaker for that purpose.			

ANNEX A - "Measures Necessary Where Apparatus is Affected by Major Works (Diversionary Works): A Code of Practice", approved by the Secretary of State for Transport in 1992 ("HAUC ACoP")