



**TOWN & COUNTRY PLANNING ACT 2008 AND THE INFRASTRUCTURE
PLANNING (EXAMINATION PROCEDURE) RULES 2010**

**Revised proposed requirements for inclusion within the DCO for the Proposed
Able Marine Energy Park on the South Humber Bank of the River Humber at
Immingham, North Lincolnshire.**

STATEMENT BY ANGLIAN WATER SERVICES LIMITED

**PLANNING INSPECTORATE REFERENCE NUMBER: TR030001
UNIQUE REFERENCE NUMBER: 10015541**

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1. Introduction

- 1.1. Anglian Water Services Limited (“Anglian Water”) is appointed as the water and sewerage undertaker for the Anglian region, by virtue of an appointment made under the Water Industry Act (“WIA”) 1991. Anglian Water is a wholly owned subsidiary of AWG plc. The principal duties of a water and sewerage undertaker are set out in the WIA.
- 1.2. Anglian Water is considered a statutory consultee for the proposed Marine Energy Park under section 42 of the Planning Act (2008) and Regulation 3 of the Infrastructure Planning (Applications: Prescribed Forms and Procedures) Regulations 2009.
- 1.3. There are a number of Anglian Water assets, on- and off-site, affected by the proposed Marine Energy Park. These assets are critical to enable Anglian Water to carry out its duty as statutory undertaker.
- 1.4. Anglian Water request the requirements for inclusion within the Development Consent Order in order to ensure adequate controls are included to protect Anglian Water’s existing assets, ability to perform its statutory duty, and (working with the developer and the environmental regulator) that sufficient infrastructure is provided to enable development within environmental limits.

2. Revised proposed requirements for inclusion within the DCO

- 2.1. Since the submission of Anglian Water's Written Representations, further information and a better understanding has developed of the implications and options for water and wastewater infrastructure associated with the development of the Marine Energy Park.
- 2.2. Accordingly, in order to protect Anglian Water, as a statutory undertaker, the inclusion of revised provisions is requested:

FOR THE PROTECTION OF ANGLIAN WATER

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

1. Regardless of any provision in this Order or anything shown on the site plans, the Company must not acquire any apparatus otherwise than by agreement.
2. No part of the authorised development shall be occupied until a foul drainage strategy has been approved by the local planning authority in consultation with Anglian Water and implemented in accordance with the details hereby approved.
3. (a) If, in the exercise of the powers conferred by the Order, the Company acquires any interest in any land in which any apparatus is placed, that apparatus shall not be removed under this Schedule and any rights of Anglian Water to maintain that apparatus in that land shall not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water.

(b) If, in the 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 extended 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 extend or alter the apparatus. An extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus.

(c) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the Company requires the removal of any apparatus placed in that land, it shall give Anglian Water written notice of that requirement, together with a plan and section of the work proposed.
4. If alternative apparatus or any part of such apparatus is to be constructed as a consequence of the removal of apparatus placed on the land referred to in

subparagraph 3 (c) above, Anglian Water shall, on receipt of a written notice to that effect from the undertaker, as soon as reasonably practicable, use its best endeavours to obtain the necessary facilities and rights in other land in which the alternative apparatus is to be constructed.

5. Nothing in sub-paragraph 3 (c) shall authorise the Company to 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 300 millimetres of the apparatus.

(i) Not less than 28 days before starting the execution of any works of the type referred to in sub-paragraph 3 (b) that are within the standard Anglian Water protected strip distances and may or are likely to affect any apparatus the removal of which has not been required by Anglian Water under paragraph 3 (c), the Company shall submit to Anglian Water a plan, section and description of the works to be executed.

(ii) Those works shall be executed only in accordance with the plan, section and description submitted under sub-paragraph 5 (i) above 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.

6. 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.
7. The Company shall repay to Anglian Water the reasonable expenses incurred by Anglian Water in, or in connection with, the inspection, removal, alteration, extension or protection of any apparatus or the construction or extension of new apparatus which may be required in consequence of any such works.
8. The re-location of any assets belonging to Anglian Water shall not be implemented until any permits required under the Environmental Permitting Regulations 2010, or any successor regulations for 1) the sludge and brine waste pipelines and 2) the South Killingholme Sewage Treatment Works and any associated consents have been obtained. Any approval or agreement required from Anglian Water on alternative outfall locations as a result of the re-location of assets 1) and 2) above shall not be unreasonably withheld.
9. Notwithstanding the provisions of paragraphs 3 and 4 above the re-location or extension of any assets belonging to Anglian Water shall not be implemented until the necessary agreement of the contractual documentation required under the Water Industry Act 1991 such agreement not to be unreasonably withheld.
10. The Company must not interfere with any Anglian Water assets on or off site, unless otherwise agreed in writing by Anglian Water, and shall protect Anglian Water's ability to operate at all times. This provision must be brought to the attention of any agent or contractor responsible for carrying out the authorised development.

11. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 3 to 4 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,
 - (1) bear and pay the cost reasonably incurred by that utility undertaker in making good any damage or restoring the supply; and
 - (2) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Waterby reason or in consequence of any such damage or interruption.
12. Any dispute arising between the company and Anglian Water under this schedule shall be determined by arbitration.

Definitions

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

- 1) any drain or works vested in Anglian Water under The Water Industry Act 1991
- 2) 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 (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works,

and in each case includes 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 a manner not less efficient 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.

“Order” means the Development Consent Order

“plan” includes sections, drawings, specifications and method statements.