



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

**Agreed Revised 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**

DATE OF WRITTEN STATEMENT: 23 November 2012

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1. Introduction

- 1.1. Anglian Water does not consider the protective provisions proposed within the 26 October draft DCO sufficient to safeguard its ability to perform its statutory duty. There are significant active Apparatus' contained within the redline boundary for the DCO, that may be affected by the proposed Marine Energy Park. These Apparatus' are critical to enable Anglian Water to carry out its duty as statutory undertaker.
- 1.2. Through constructive dialogue with Able Uk, revised proposed provisions have been drafted and agreed. The revised protective provisions supersede those submitted to the Planning Inspectorate on 26 October 2012 and 20 November 2012.
- 1.3. Anglian Water, with agreement from the Applicant, request updated requirements for inclusion within the Development Consent Order in order to ensure adequate controls are included to protect Anglian Water's existing assets, , 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. Further to the submission on 26 October 2012 of Anglian Water's revised proposed requirements for inclusion within the DCO, there have been additional discussions with the Applicant. Updated requirements for the protection of Anglian Water, as a statutory undertaker, have been proposed and agreed.
- 2.2. Accordingly, Anglian Water, in agreement with the Applicant, request the inclusion of the revised provisions below to supersede those within the draft DCO:

PART 11 FOR THE PROTECTION OF ANGLIAN WATER

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

(2) 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 sewerage 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 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 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 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.

“Order” means the Development Consent Order

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

83. The Company 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 3000 millimetres (3 metres) of the apparatus, 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 work on behalf of the Company.

84. 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 for

- (i) the sludge and brine waste pipelines and
- (i) the South Killingholme Sewage Treatment Works

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.

(b) the Company has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works 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.

- 85.** In the situation, where in 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 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.
- 86.** Regardless of any provision in this Order or anything shown on any plan, the Company must not acquire any Apparatus otherwise than by agreement. Before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its Apparatus in the Order Land, the Company shall, 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.
- 87.** The Company will only exercise its powers of compulsory acquisition over the interests of Anglian Water in the Order land as a last resort and following consultation with Anglian Water and the resolution of any arbitration under article 59.
- 88.** 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.
- 89.** If for any reason or in consequence of the construction of any of the works referred to in sub paragraphs 2, 3 and 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,
- (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.