



NORTHAMPTON
GATEWAY
STRATEGIC RAIL FREIGHT INTERCHANGE

**WATER STATEMENT OF COMMON GROUND BETWEEN
THE APPLICANT AND ANGLIAN WATER LIMITED**

DOCUMENT 7.4

The Northampton Gateway Rail Freight Interchange Order 201X

Regulation No: 5 (2) (q)

WATER STATEMENT OF COMMON GROUND BETWEEN THE APPLICANT AND ANGLIAN
WATER LIMITED | MAY 2018

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ROXHILL

NORTHAMPTON GATEWAY STRATEGIC RAIL FREIGHT INTERCHANGE

Statement of Common Ground between Roxhill (Junction 15) Ltd and Anglian Water Services Ltd

1 Introduction

- 1.1 This Statement summarises the agreement reached between Roxhill (Junction 15) Ltd and Anglian Water (AW) in relation to the proposed development known as Northampton Gateway (the SRFI).
- 1.2 Anglian Water are responsible for supply of potable water to and disposal of foul water from the proposed development.
- 1.3 Surface water is proposed to be managed on site in a network of privately maintained sewers and attenuation basins before discharging to local watercourses, the exception being smaller junction improvements where existing highway drainage networks will be utilised.

2 Development Proposals

- 2.1 The SRFI consists of discreet areas of land forming the overall application which are;
- Main Site
 - Roade Bypass
 - Additional Junction works

The locations for the above are shown on plan reference NGW-BWB-GEN-XX-SK-X-SK35.

- 2.2 The Northampton Gateway Strategic Rail Freight Interchange (SRFI) scheme would, if consented, comprise the following;
- A rail freight terminal (and express freight facility) with the capacity to accommodate up to 16 trains per day
 - 468,000m² of rail-served warehousing
 - Improvements to the local highways network including M1 Junctions 15 and 15a
 - Bypass around Roade village
- 2.3 Water services are only required to serve the Main Site.

3 Basis of Agreement

Foul Water Disposal

- 3.1 Anglian Water were approached via the Pre-Planning Enquiry process for waste water and provided a response in October 2016 (reference 00017125).
- 3.2 Further to this initial response, AW were commissioned to undertake hydraulic modelling of the existing sewer network. This resulted in an Addendum being produced (dated 09/03/17) which proposes a solution to upgrade a length of sewer north of the Main Site.
- 3.3 A pre-application meeting was held with Anglian Water on 28/03/17 where it was agreed the findings of the Addendum report would be acceptable to Roxhill and AW for the purposes of submission of the DCO application to the Planning Inspectorate.

Water Supply

- 3.4 Anglian Water were approached via the Pre-Planning Enquiry process for clean water and provided a response in August 2016 (reference 00016169). The report confirmed that at present there is insufficient capacity in the local water supply network to provide the requested flow rate of 16 l/s and that upstream reinforcement works will be required to serve the development. This response referred to six units being proposed.
- 3.5 Further to the initial response, a mains requisition application was made to Anglian Water in November 2017 for the development based upon drawing 4054 R001 P40 (Indicative Masterplan), which shows seven units and is based upon an adjusted flowrate of 18.6l/s
- 3.6 Anglian Water has confirmed receipt of the requisition application and a design and quotation is awaited.

Draft Development Consent Order

- 3.7 Anglian Water has previously commented on the Northampton Gateway proposals in January 2018 and requested that protective provisions specifically for the benefit of Anglian Water be included in the Draft Development Consent Order (DCO). Please see Appendix 1 for the text proposed for inclusion in the wording of the DCO. Anglian Water will be approached to obtain guidance and quotations if required for any water assets that may be affected as a result of the Northampton Gateway proposals.

4 Agreement

- 4.1 The following points are agreed;
- 4.2 A scheme for foul water disposal based on the 'Addendum to the pre-planning assessment report dated 4th October 2016' is acceptable to all parties. This report details a proposed pumped connection to existing manhole reference SP75567026 with upsizing of 130m of existing 600mm diameter sewer to 1200mm diameter.
- 4.3 The foul rising main route and location of works to the existing sewer network are shown on BWB drawing reference NGW-BWB-GEN-XX-SK-C-SK13
- 4.4 The pumping station and rising main connection to existing manhole reference SP75567026 will be constructed by Roxhill (Junction 15) Ltd.
- 4.5 The upgrade works to the existing sewer network will be undertaken by Anglian Water as and when it is required.
- 4.6 A scheme for local reinforcement works to the water supply network will be required on Watering Lane to the west of the Hilton Hotel. The design of the scheme is outstanding, but AW are in principle able to provide the requested flow of 18.6l/s subject to the appropriate reinforcement works.
- 4.7 A mains infrastructure design is still being progressed with Anglian Water Mains Water Alliance team and this was still the case as of the 16/04/2018
- 4.8 Due to the recent legislation change with Ofwat, Statutory Undertakers will no longer charge directly to a developer for costs associated with reinforcement works to the potable water network to service a new development. Ofwat have agreed to allow for Statutory Undertakers to increase the amount they charge for infrastructure charges for new connections with an element of these costs being held for future network improvement works when required. Anglian Water will provide confirmation of the connection costs associated with the Northampton Gateway development once the mains requisition design and quotation process is completed.

- 4.9 The Draft Development Consent Order will include the protective provisions specifically for the benefit of Anglian Water, the protective provisions have been agreed and these have been included in Appendix 1 of this document.

SCHEDULE 13 - PROTECTIVE PROVISIONS

PART []

FOR THE PROTECTION OF ANGLIAN WATER

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—

“Anglian Water” means Anglian Water Services Limited (Company Registration Number 02366656) whose registered office is situated at Lancaster House, Lancaster Way, Ermine Business Park, Huntingdon, Cambridge PE29 6XU

“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—

(a) any drain or works vested in Anglian Water under The Water Industry Act 1991;

(b) 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

“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;

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

“standard protection strips” means the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus; 2.25 metres where the diameter of the pipe is less than 150 millimetres, 3 metres where the diameter of the pipe is between 150 and 450 millimetres, 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres and 6 metres where the diameter of the pipe exceeds 750 millimetres.

3. The undertaker shall not interfere with, build over or within 6 metres of any apparatus within the Order Land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus or execute an filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed.

4. 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 or other legislations 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; and

(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.

5. In the situation, where in exercise of the powers conferred by the Order, the undertaker 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.

6. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker 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, and to be subject to arbitration under article 49.

7. If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker 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.

8. If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the company, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection of other Anglian Water assets.

9. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 4 to 6 and 8 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 undertaker 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.

Dated 24/5/18

Signed



On behalf of Roxhill (Junction 15) Ltd

Name: GRAHAM ARDRE Position: Managing Director
Roxhill Developments Ltd

~~Name.....Stewart Patience Position...Spatial Planning Manager~~

Signed



On behalf of Anglian Water Services Limited

Name...Stewart Patience... Position...Spatial...Planning Manager