

Cambridge Waste Water Treatment Plant Relocation Project
Anglian Water Services Limited

Statement of Common Ground: Cambridge Water

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1	30.06.2022	First draft for approval following end of Consultation Phase 3
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1 Introduction

1.1 Purpose of this document

- 1.1.1 This Statement of Common Ground (“SoCG”) is submitted as part of an application by Anglian Water Services Limited (“Applicant”) for a Development Consent Order (DCO) under the Planning Act 2008 (‘the Application’).
- 1.1.2 The Application is for the provision of a new modern, low carbon waste water treatment plant for Greater Cambridge (“The Project”). The project is an enabler of sustainable growth. The relocation of the existing works, from its current site, will unlock the last large brown field site in Greater Cambridge and allow the creation of a new city district and provide much needed housing and commercial space in a sustainable location, with access to transport, jobs and recreational opportunities.
- 1.1.3 The Applicant has engaged with Cambridge Water in its role as the statutory water undertaker for the city of Cambridge and its catchment and as statutory consultee and the statutory undertaker responsible for the provision and improvement of water and supporter of sustainable growth.
- 1.1.4 The Applicant has entered into this SoCG to reflect the engagement with Cambridge Water and the technical expertise they have provided in relation to the project. It has been prepared in accordance with the guidance ¹ published by the Department of Communities and Local Government.
- 1.1.5 To date, Cambridge Water have provided formal views on draft proposals at various stages of the design development.
- 1.1.6 In this SoCG, reference to ‘the parties’ means the Applicant and Cambridge Water.
- 1.1.7 This SoCG has been prepared to identify matters agreed and matters currently outstanding between the Applicant and Cambridge Water.

1.2 Approach to the SoCG

- 1.2.1 The SoCG will evolve as the DCO application progresses to submission and through examination. It is structured as follows.
- Section 2 confirms the pre-application consultation undertaken to date between the Applicant and Cambridge Water.
 - Section 3 identifies any relevant documents on which the agreements recorded in this SoCG were reached.
 - Section 4 provides a summary of matters that have been agreed, those still under discussions and any matters not agreed.

¹ Planning Act 2008: Guidance for the examination of applications for development consent. Available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/8369/2130206.pdf

Agreed	indicates where the issue has been resolved and is recorded in Green and marked “ Low ”
Under Discussion	indicates where these issues or points will be the subject of on-going discussion whenever possible to resolve or refine the extent of disagreement between the parties and is recorded in Amber and marked “ medium ”
Not Agreed	indicates a final position and is recorded in Red and marked high

- Section 5 includes the signatures of all parties to confirm their agreement that this SoCG is an accurate record of issues and discussions as at the date of this SoCG.

1.3 Status of the SoCG

- 1.3.1 This version of the SoCG represents the position between the Applicant (covering the pre-examination stage of the process). The SoCG will continue to be reviewed, discussed and progressed through examination stages as well as any actions arising from the Issue Specific Hearings. A Principle Areas of Disagreement document on specific points between SoCG’s will be updated and submitted to the Examining Authority (ExA) during the examination to reflect issues that require further discussion to achieve agreement.

2 Consultation and engagement

- 2.1.1 The Applicant has engaged with Cambridge Water in a series of meeting on separate topics. A full table recording the consultations that have taken place to date between the parties to this SoCG in connection with the proposed development and how it has informed the DCO application are set out in full in Table [] below and form the initial basis of this SoCG.

3 Documents considered in this SoCG

- 3.1.1 In reaching common ground on the matters covered in this SoCG, the parties made reference to the following:
- Indicative route lines of proposed Cambridge water trunk mains from Fulbourn to Milton and from Horningsea to Waterbeach New Town Development.
 - Chapter 20 Water Resources DCO Application (App.Doc Ref 5.2.20)
 - Waterbeach Pipeline Design Routes DCO Application (App Doc Ref 4.2.0-4.2.10)

4 Matters Agreed

4.1.1 The Applicant and Cambridge Water have worked together on proposed main laying projects which will pass through the area affected by the Project.

4.1 Matters agreed

Table 4.2: Details the summary and status of matters agreed

Topic	Status	Record of agreement
<p>Mains laying Projects</p> <p>The Applicant and Cambridge water agree the two main laying project routes as set out in Cambridge Water’s response to Consultation Phase 2 do not conflict with the timing or location of the Waterbeach rising main routes.</p>		<p>Email dated 10 May 2022 from John Brook to Kathryn Taylor</p>
<p>Water Reuse</p> <p>The Applicant and Cambridge Water agree the potential for water re-use sits outside the remit of the Project but agree that there has been allocated space within the layout of the new facility to accommodate future water re-use options.</p>		<p>Meeting 21 September 2021.</p>
<p>Interim Supply options</p> <p>The Applicant and Cambridge Water agree that the interim supply measures presented by both Parties in their Water Resource Management Plans for 2024-2029 will allow for growth.</p>		<p>Meeting 23 May 2022</p>
<p>Water Quality</p> <p>The Applicant and Cambridge Water agree that design of the CWWTPR are expected to lead to improvements in water quality</p>		<p>Meeting 23 May 2022</p>
<p>Protective Provisions</p> <p>The Applicant have agreed the Protective Provisions as set out in the attached Appendix 1.</p>		<p>Email 20 June 2023</p>

4.2 Matters still under discussion

Table 4.1: Details the summary and status of matters still under discussion

Matter	Status	Actions
Further comments or discussion on water resources and water efficiency measures and draft WRMP's		Comments are sought from Cambridge Water Relevant Representations to confirm that they do not anticipate any impact from the Project on the potable water supply given that this is a relocation of an existing site and that the proposed water requirements for the new WWTP do not adversely affect the ability to supply capabilities of Cambridge Water.

5 Agreement on this SoCG

This Statement of Common Ground has been jointly agreed by:

Name: _____

Signature: _____

Position: _____

On behalf of: Anglian Water Services Limited

Date: _____

Name: _____

Signature: _____

Position: _____

On behalf of: Cambridge Water

Date: _____

[add signature for any other parties]

Appendix 1

Table 1.1: Schedule of engagement undertaken to date between the parties

Date	Details
February 2020	Informal discussions between The Applicant and Cambridge Water to identify background to the project, current position with site selection and phase 1 consultation and the need for the Parties to identify any conflicting infrastructure routes between the Parties and main laying projects
17 August 2021	Meeting to update on the Project and the inclusion of the Waterbeach development within the Project.
21 September 2021	Meeting with the Parties and the Environment Agency to review water re-use options in the catchment and emerging developments within the catchment.
23 May 2022	Meeting between the Parties to review water strategy and long term planning and interim supply options.

Appendix 2

FOR THE PROTECTION OF CAMBRIDGE WATER

Application

1. For the protection of Cambridge Water the following provisions of this Part of this Schedule have effect unless otherwise agreed in writing between the undertaker and Cambridge Water.
2. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Cambridge Water are regulated by the provisions of Part 3 of the Water Industry Act 1991.

Interpretation

3. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable Cambridge Water to fulfil its statutory functions in no less efficient a manner than previously;

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Cambridge Water for the purposes of water supply and any drain or works vested in Cambridge Water under the Water Industry Act 1991 and any sewer which is so vested in Cambridge Water or is the subject of a notice of intention to adopt by Cambridge Water given under section 102(4) of that Act or an agreement to adopt by Cambridge Water 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 such sewer, drain or works, and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“Cambridge Water” means Cambridge Water PLC (Company Registration Number 03175861) whose registered office is situated at 90 Fulbourn Road, Cherry Hinton, Cambridge, CB1 9JN and includes its successors in title or any successor in functions as a water undertaker within the meaning of the Water Industry Act 1991;

“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, 3.5 metres where the diameter of the pipe is between 150 and 450 millimetres, 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.

Apparatus of Cambridge Water

4. The undertaker must not interfere with, build over or build 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 any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips unless otherwise agreed in writing with Cambridge Water.
5. If, in the exercise of the powers conferred by this Order, the undertaker requires the alteration, extension, removal or re-location of any apparatus, then that alteration, extension, removal or re-location of any apparatus must not be implemented by the undertaker until—
 - a. any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation and any other associated consents are obtained, and any approval or agreement required from Cambridge Water on alternative outfall locations as a result of such re-location are approved; and
 - b. the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Cambridge Water has agreed all of the contractual documentation required under the Water Industry Act 1991;

- c. Cambridge Water has been consulted upon the proposed position of the alternative apparatus and such consultation has given Cambridge Water no less than 60 days within which to respond

and such works to be executed only in accordance with the plan, section and description submitted and in accordance with the written approval of, and such reasonable requirements as may be made, by Cambridge Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and an officer of Cambridge Water is entitled to watch and inspect the execution of those works.

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.

Acquisition of land

7. 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, or which has the effect of impacting on any existing apparatus owned by Cambridge Water, and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension can take place until the undertaker has given Cambridge Water written notice of that requirement and Cambridge 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 and for the avoidance of doubt the undertaker will indemnify Cambridge Water in respect of the costs of any such contingency arrangements reasonably required by Cambridge Water including any requirement to remove any existing apparatus.

8. Where the undertaker is notifying Cambridge Water of any proposed works under this Schedule then unless otherwise agreed between the parties, the following will be provided to Cambridge Water:

- a. The exact position of the works;
- b. The level at which they are proposed to be constructed, renewed or moved;
- c. The manner of their construction or renewal including details of excavation and positioning of plant;
- d. The position of all apparatus including existing apparatus and apparatus to be retained;
- e. Detailed drawings showing the alterations proposed to the apparatus; and
- f. Any maintenance required

9. Before extinguishing any existing rights for Cambridge Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker must, with the agreement of Cambridge Water, create a new right to use, keep, inspect, renew and maintain the apparatus and such right must not be materially more onerous for Cambridge Water, such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 52 (arbitration).

Access

10. If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to such apparatus as will enable Cambridge Water to maintain or use the apparatus no less effectively and no less onerously (including having regard to maintenance costs) than was possible before such obstruction.

Unmapped apparatus

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

Costs

12. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 67 to 89 and 1011 of this Part of this Schedule any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of Cambridge Water due to its intended removal for the purposes of those works) or property of Cambridge Water, or there is any interruption in any service provided, or in the supply of any goods, by Cambridge Water, the undertaker must —

- a. bear and pay the cost reasonably incurred by Cambridge Water in making good any damage or restoring the supply; and

b. make reasonable compensation to Cambridge Water for any other expenses, loss, damages, penalty or costs incurred by Cambridge Water and for the avoidance of doubt this shall include any costs incurred due to an interruption in service to customers),
by reason or in consequence of any such damage or interruption save that nothing in this paragraph shall impose liability on the undertaker to the extent that such costs are attributable to the neglect or default of Cambridge Water, its officers, employees, contractors or other agents.

Expenses

13. (1) The undertaker must repay to Cambridge Water the expenses incurred by Cambridge Water in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus (including costs or compensation payable in connection with the acquisition of land for that purpose) which may be required in consequence of the execution of any of the authorised works.

2. There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated and determined by Cambridge Water after removal.

3. If in accordance with the provisions of this Part of this Schedule—

a. apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; (save where it is not possible in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth); or

b. apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with Article 52 to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cambridge Water by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

4. For the purposes of sub-paragraph (3)—

a. an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

b. where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

5. An amount which apart from this sub-paragraph would be payable to Cambridge Water in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cambridge Water any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Co-Operation

14. Any approval of Cambridge Water required under this Part of Schedule 14 ~~shall be given within [42] days] and-~~

a. must not be unreasonably withheld or delayed;

b. must be given in writing;

c. ~~will~~ must be ~~deemed communicated~~ to ~~have been given if neither given nor refused~~ the undertaker within ~~28~~ 2842 days of the receipt of ~~the~~ information for approval or, where further particulars are requested by Cambridge Water within ~~28~~ 2842 days of receipt of the information to which the request for further particulars relates.

Get in touch

You can contact us by:



Emailing at info@cwwtpr.com



Calling our Freephone information line on **0808 196 1661**



Writing to us at **Freepost: CWWTPR**



Visiting our website at www.cwwtpr.com

You can view all our DCO application documents and updates on the application on The Planning Inspectorate website:

<https://infrastructure.planninginspectorate.gov.uk/projects/eastern/cambridge-waste-water-treatment-plant-relocation/>