



Cambridge Waste Water Treatment Plant Relocation Project
Anglian Water Services Limited

Statement of Common Ground: UK Power Networks

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Version History

Version	Date	Author	Description of change
1	14/07/2022	-	Format updates and changes to template.
2	10/11/2023	-	Update to reflect position at Deadline 1
3	27/03/2024		Updated to include Protective Provisions as Appendix 1
<u>4</u>	<u>11/04/2024</u>		<u>Updated following further agreement to Protective Provisions</u>

~~This draft SOCG has been prepared by the Applicant and submitted to UK Power Networks (UKPN) for comment. The areas of agreement/disagreement are therefore based upon the Applicant's understanding only and do not constitute the position of UKPN until such time that their express agreement is provided. The Applicant is in discussion with UKPN with the intention of providing a revised SOCG to include their position at Deadline 2.~~

Contents

1	Introduction	1
1.1	Purpose of this Document	1
1.2	Approach to the SoCG	1
1.3	Status of the SoCG.....	2
2	Consultation and Engagement	2
3	Documents considered in this SoCG.....	2
4	Summary and Status of Agreement.....	3
5	Agreement on this SoCG.....	4
	<u>Appendix 1.....</u>	<u>5</u>

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 (“the 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 This SoCG has been prepared by the Applicant and UKPN. Any reference to ‘the parties’ means the Applicant and UKPN.
- 1.1.4 This SoCG has been prepared to identify matters agreed, matters currently under discussion or not agreed between the Applicant and UKPN.

1.2 Approach to the SoCG

- 1.1.5 This SoCG reflects matters and topics of interest to UKPN. It is structured as follows.
- Section 2 confirms the pre-application consultation undertaken to date between the Applicant and UKPN;
 - Section 3 identifies the relevant documents on which the agreements recorded in this SoCG were reached;
 - Sections 4 provides a summary of matters that have been agreed, matters that are under discussion and matters that are not agreed, respectively;

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

- 1.1.3 This version ~~4.3~~ of the SoCG represents the position between the Applicant and UKPN as of ~~11 April 27 March~~ 2024 (covering the pre-application and pre-examination stage of the process). ~~The SoCG has progressed through out the examination and is now a record of the final position for Deadline 7. The SoCG will continue to be reviewed and progressed through Examination as well as any actions arising from the Issue Specific Hearings on the draft DCO.~~
- 1.1.4 A Principle Area of Disagreement (PAD) on specific points between SoCG's will be updated and submitted to the Examining Panel during the examination to reflect where additional agreement is required.

2 Consultation and Engagement

- 2.1.1 The Applicant has engaged with UKPN in the form of email communications and correspondence between UKPN's instructed solicitors.
- 2.1.2 The ~~p~~Parties have also engaged in a series of meeting.

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 ~~Application~~ documents.
- a. Works Plans (App Doc Ref 4.3.0 – 4.3.10) ~~)~~ [\[REP5-017\]](#)
 - b. Draft DCO and Protective Provisions (App Doc Ref 2.1) [\[REP5-003\]](#)
 - c. CoCP Parts A and B (App Doc Ref 5.4.2.1-2) [\[REP5-050 and REP5-052\]](#)

4 Summary and Status of Agreement

Table 4.1: Details of the summary and status of agreement

Topic	Comments	Status	
Protective provisions	The Parties agree that the draft DCO should include specific provisions for the protection of UKPN	Low	Formatted: Centred
Point of connection Demand Element and unconstrained element	Provision of 10MVA at 11kV if the Point of Connection is from Milton Road Primary	Low	Formatted: Centred
Unconstrained point of connection and capacity	The point of connection is Milton Road Primary and the Point of connection is based on capacity of 2MVA PV and 8MVA of STP for Diesel Standby Generator with export limited to 200kW	Low	Formatted: Centred
Extent of easement requirements needed within private land and final cable route	Extent of easement requirements needed within private land and final cable route are ongoing discussion.	Medium	Formatted: Centred
Protective Provisions	<p>The Protective provisions sought by UKPN have been the subject of ongoing discussion between the Parties legal representation.</p> <p><u>The Applicant has now agreed these with UKPN.</u></p> <p><u>The final version</u> of the Protective Provisions <u>is attached in Appendix 1.</u></p>	Low	Formatted: Centred

5 Agreement on this SoCG

This Statement of Common Ground has been jointly agreed by:

Name: Mark Malcolm

Signature: 

Position: Programme Director Major Infrastructure

On behalf of: **Anglian Water Services Limited**

Date: 11/04/24

Name: _____

Signature: _____

Position: _____

On behalf of: **UK Power Networks**

Date: _____

Appendix 1

PART 1

FOR THE PROTECTION OF EASTERN POWER NETWORKS PLC

Application

For the protection of Eastern Power, the following provisions have effect, unless otherwise agreed in writing between the undertaker and Eastern Power.

Interpretation

In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable Eastern Power to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means electric lines or electrical plant (as defined in the 1989 Act) belonging to or maintained by Eastern Power and which for the avoidance of doubt includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“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; and

“Eastern Power” means Eastern Power Networks Plc (company registration number 02366906) registered at Newington House, 237 Southwark Bridge Road, London, SE1 6NP.

On-street apparatus

This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Eastern Power are regulated by the provisions of Part 3 of the 1991 Act.

Temporary closure of streets

Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary closure of streets), Eastern Power is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the closure or diversion was in that street.

Acquisition of land

Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that Eastern Power’s apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Eastern Power to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of Eastern Power in accordance with sub-paragraphs (2) to (7).

If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Eastern Power written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Eastern Power reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Eastern Power the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Eastern Power must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Eastern Power and the undertaker or in default of agreement settled by arbitration in accordance with article 52 (arbitration).

Eastern Power must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 52 (arbitration), and after the grant to Eastern Power of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to Eastern Power in question that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by Eastern Power, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Eastern Power.

Nothing in sub-paragraph (6) authorises the undertaker 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.

Facilities and rights for alternative apparatus

—(2) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Eastern Power facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Eastern Power or in default of agreement settled by arbitration in accordance with article 52 (arbitration).

If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Eastern Power than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Eastern Power as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

—(3) Not less than twenty-eight days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 14(2) of this Part of this Schedule, the undertaker must submit to Eastern Power a plan, section and description of the works to be executed.

Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with

sub-paragraph (4) by Eastern Power for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Eastern Power is entitled to watch and inspect the execution of those works.

If Eastern Power fails to respond to a plan, section and description submitted under sub-paragraph (1) within 42 days of its submission, the undertaker may send a written reminder to Eastern Power, and if Eastern Power has neither given nor refused its approval within 14 days of the issue of such reminder, such approval will be deemed to have been given.

Any requirements made by Eastern Power under sub-paragraph (2) must be made within the period referred to in sub-paragraph (3).

If Eastern Power in accordance with sub-paragraph (4) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 9 to 15 of this Part of this Schedule apply as if the removal of the apparatus had been required by the undertaker under paragraph 14(2) of this Part of this Schedule.

Nothing in this paragraph 16 precludes the undertaker from submitting at any time or from time to time, but in no case less than fifteen days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph 16 apply to and in respect of the new plan, section and description.

The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Eastern Power notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

Expenses

—(4) Subject to the following provisions of this paragraph 17, the undertaker must repay to Eastern Power the reasonable expenses incurred by Eastern Power in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 14(2) of this Part of this Schedule.

There is to 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, that value being calculated after removal.

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

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; or

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,

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 (arbitration) 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 Eastern Power by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

For the purposes of sub-paragraph (3)—

an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 14(2) of this Part of this Schedule; and

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

An amount which apart from this sub-paragraph (5) would be payable to Eastern Power in respect of works by virtue of sub-paragraph (1), 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 Eastern Power 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.

Indemnity

—(5) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 14(2) 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 its intended removal for the purposes of those works) or property of Eastern Power, or there is any interruption in any service provided, or in the supply of any goods, by Eastern Power, the undertaker must—

bear and pay the cost reasonably incurred by Eastern Power in making good such damage or restoring the supply; and

make reasonable compensation to Eastern Power for any other expenses, loss, damages, penalty or costs incurred by Eastern Power,

by reason or in consequence of any such damage or interruption.

Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Eastern Power, its officers, servants, contractors or agents.

Eastern Power must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

remove any apparatus required by the undertaker to be removed under the provisions of this part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to Eastern Power in question that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by Eastern Power, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Eastern Power.

(7) Nothing in sub-paragraph (6) authorises the undertaker 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.

6.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to Eastern Power facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Eastern Power or in default of agreement settled by arbitration in accordance with article 52 (*arbitration*).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Eastern Power than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Eastern Power as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

7.—(1) Not less than twenty-eight days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker must submit to Eastern Power a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (4) by Eastern Power for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Eastern Power is entitled to watch and inspect the execution of those works.

(3) If Eastern Power fails to respond to a plan, section and description submitted under sub-paragraph (1) within 42 days of its submission, the undertaker may send a written reminder to Eastern Power, and if Eastern Power has neither given nor refused its approval within 14 days of the issue of such reminder, such approval will be deemed to have been given.

(4) Any requirements made by Eastern Power under sub-paragraph (2) must be made within a period of twenty-one days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(5) If Eastern Power in accordance with sub-paragraph (4) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 6 apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(6) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than fifteen days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(7) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Eastern Power notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

8.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Eastern Power the reasonable expenses incurred by Eastern Power in, or in connection with, the inspection,

removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 5(2).

(2) There is to 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, that value being calculated 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; 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,

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 (*arbitration*) 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 Eastern Power by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

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

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 5(2); and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to 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 Eastern Power in respect of works by virtue of sub-paragraph (1), 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 Eastern Power 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.~~

9.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 5(2), 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 Eastern Power, or there is any interruption in any service provided, or in the supply of any goods, by Eastern Power, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Eastern Power in making good such damage or restoring the supply; and
- (b) make reasonable compensation to Eastern Power for any other expenses, loss, damages, penalty or costs incurred by Eastern Power,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Eastern Power, its officers, servants, contractors or agents.

(3) Eastern Power must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

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/cambri
dge-waste-water-treatment-plant-relocation/](https://infrastructure.planninginspectorate.gov.uk/projects/eastern/cambri
dge-waste-water-treatment-plant-relocation/)