BEACON FEN ENERGY PARK

Planning Inspectorate Reference: EN010151

Statement of Common Ground (Draft) with Anglian Water
Document Reference: 8.4
April 2025

The Planning Act 2008
The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 - Regulation 5(2)(q)

Quality information

Prepared by	Checked by	Verified by	Approved by
BS	JM	CT	CT

Glossary

Abbreviation	Description
AC	Alternating Current
AIS	Air Insulated Switchgear
Applicant	Beacon Fen Energy Park Ltd
BBC	Boston Borough Council
BESS	Battery energy storage system
CCTV	Closed circuit television
CEMP	Construction Environmental Management Plan
DC	Direct Current
DCO	Development Consent Order
EA	Environment Agency
GIS	Gas Insulated Switchgear
HV	High Voltage
IDB	Internal Drainage Board
LCC	Lincolnshire County Council
Low Carbon	Low Carbon Ltd
MW	Megawatts
NGR	National Grid Reference
NKDC	North Kesteven District Council
NSIP	Nationally Significant Infrastructure Project
Order	The Beacon Fen Energy Park Order
PCU	Power Conversion Unit
PINS	Planning Inspectorate
Proposed Development	The entire development to be constructed and operated within the Site, as set out in Schedule 1 of the draft DCO
PRoW	Public Right of Way
PV	Photovoltaic
Site	The entire draft Order Limits or red line boundary located approximately 6.5 km northeast of the village of Sleaford and 2.5 km north of Heckington
SLA	Service Level Agreement
SoS	Secretary of State
SoCG	Statement of Common Ground
WA	Wardell Armstrong

Table of Contents

1. Introduction 1
1.1 Overview 1
1.2 The Applicant 1
1.3 The Site 1
Solar Array Area 2
Cable Route Corridor 2
Bespoke Access Corridor 2
1.4 The Proposed Development 2
Solar Array Area 3
Cable Route 4
Bespoke Access Road 4
In any or all of the above areas 5
Bicker Fen Substation Works 5
Draft Development Consent Order 5
1.5 The Development Consent Order Process 6
1.6 Purpose of this Document 6
1.7 Status of this Version 6
2. The Role of Anglian Water 8
3. Summary of Consultation 9
4. Matters Agreed 10
5. Matters Not Agreed 12
Appendix 1: Copy of Anglian Water's Non-Statutory Consultation Response 17
Appendix 2: Copy of Anglian Water's Statutory Consultation Response 18
Appendix 3: Copy of Anglian Water's Protective Provisions Template 19

Tables

Table 3.1: Summary of Correspondence 9
Table 4.1: List of Matters Agreed between the Applicant and Anglian Water 10
Table 5.1: List of Matters Not Agreed between the Applicant and Anglian Water 12

1. Introduction

1.1 Overview

1.1.1 This Statement of Common Ground ('SoCG') with Anglian Water (Application Document Ref. 8.4) has been prepared on behalf of Beacon Fen Energy Park Ltd (the 'Applicant') in support of an application for a Development Consent Order ('DCO'), that has been submitted to the Secretary of State (the 'SoS') for the Department for Energy Security and Net Zero, under Section 37 of the Planning Act 2008 (the '2008 Act').

1.1.2 The Applicant is seeking development consent for a ground-mounted solar photovoltaic ('PV') electricity generation and battery energy storage system ('BESS'), together with associated grid connection infrastructure (the 'Proposed Development'), at an area sited approximately 6.5 km northeast of the village of Sleaford and 2.5 km north of Heckington (the 'Site'). The Proposed Development would have a generation capacity of approximately 400 megawatts ('MW') of electricity, with a 600MW BESS.

1.1.3 The Site corresponds to the entire draft Order Limits and represents the entire land area required for construction, operation and decommissioning of the Proposed Development. It is made up of the Solar Array Area (comprising the solar PV and BESS infrastructure) the Cable Route Corridor (comprising an electrical connection from the Solar Array Area to the Bicker Fen National Grid 400kV substation) and the Bespoke Access Corridor (for a bespoke access from the A17 to the Solar Array Area). This is termed the Bespoke Access Road.

1.1.4 The Proposed Development falls within the definition of a 'Nationally Significant Infrastructure Project' ('NSIP') under Section 14(1)(a) and Sections 15(1) and (2) of the 2008 Act, as it is an onshore generating station in England that would have a generating capacity greater than 50MW electrical output. As such, a DCO application is required to authorise the Proposed Development in accordance with Section 31 of the 2008 Act.

1.1.5 The DCO, if made by the SoS, would be known as 'The Beacon Fen Energy Park Order' (the 'Order').

1.2 The Applicant

1.2.1 The Applicant is a subsidiary of Low Carbon Ltd ('Low Carbon'). Low Carbon is a privately-owned global renewable energy company.

1.3 The Site

1.3.1 The Site represents the entire proposed Order Limits and is located east of Sleaford in Lincolnshire. It extends to approximately 758ha and comprises of three functional areas: the Solar Array Area, the Cable Route Corridor and the Bespoke Access Corridor.

Solar Array Area

1.3.2 The Solar Array Area is approximately 529ha in size and located to the north of Heckington, centred at the National Grid Reference ('NGR') 514682 347825. The Solar Array Area is located wholly within the administrative areas of North Kesteven District Council ('NKDC') and Lincolnshire County Council ('LCC').

1.3.3 The Solar Array Area predominantly comprises agricultural land in arable use, divided by ditches with sparse tree cover that is limited to small woodland blocks and scattered hedgerow trees. A small reservoir is located in the south-west of the Solar Array Area.

1.3.4 The Solar Array Area is bound to the south, west and north by local highways, and bound to the east by the Car Dyke. Public Right of Way ('PRoW') Ewer/12/1 extends across the north-eastern corner of the Site, close to the northern Site boundary. There are no other PRoW within the Solar Array Area.

1.3.5 Villages to the Solar Array Area include:

- Howell immediately to the south-west, with Heckington c. 1.7km beyond;
- Ewerby Thorpe immediately to the west, with Ewerby c. 1.1km beyond;
- Anwick c. 2.7km to the north-west;
- North Kyme c. 2.4km to the north; and
- South Kyme c. 1.5km to the east.

Cable Route Corridor

1.3.6 The Cable Route Corridor is approximately 183 ha in size and extends c. 13km south-east from the Solar Array Area to Bicker Fen substation, at NGR TF 19684 38599. The Cable Route Corridor is located wholly within the administrative area of LCC. The majority of the Cable Route Corridor is located within the administrative area of NKDC, however the southern section is located within BBC's administrative area.

1.3.7 Land use within the Cable Route Corridor is predominantly agricultural. A number of local highways cross the Cable Route Corridor, and the A17 crosses east to west within the north-west section of the Corridor. The railway linking Heckington west to Sleaford and east to Swineshead intersects the mid-section of the Corridor. There are a number of PRoW within the Cable Route Corridor, including one alongside the South Forty Foot Drain which also crosses the Cable Route Corridor.

Bespoke Access Corridor

1.3.8 The Bespoke Access Corridor is approximately 45.4 ha in size comprising predominantly agricultural land and extends approximately 3km south-west from the Solar Array Area to the A17. The Bespoke Access Corridor is located wholly within the administrative areas of LCC and NKDC.

1.3.9 Asgarby Road and Heckington Road cross the Bespoke Access Corridor and there are four PRoW located within the route.

1.4 The Proposed Development

1.4.1 The main components of the Proposed Development are summarised below.

Solar Array Area

1.4.2 The Solar Array Area consists of solar PV panels and modular ground-mounting structures. The height of the panels considered will be up to 3.9m above ground level in fields to the east and 3.5m above ground level in fields to the west, south and an isolated field in the north. The proposal is for a fixed (i.e., static) panel orientation, facing due south which is commonly seen on existing UK solar farms, and angled 10° to 45° from horizontal. Supporting infrastructure includes inverters, combiner boxes, transformers and switchgear converting the Direct Current ('DC') to Alternating Current ('AC') and stepping up the voltage so it can be exported to the National Grid. An inverter, transformer and switchgear comprised together is termed a Power Conversion Unit ('PCU').

1.4.3 A 600MW BESS adjacent to the Onsite Substation is included in the Proposed Development within the Solar Array Area. This will allow the electricity generated by the panels to be stored on site at times when grid demand is low, then exported at times of higher demand. The BESS containers and switch rooms are anticipated to be up to 8m x 3m in size, with a height of up to 4.5m.

1.4.4 Low voltage onsite electrical cabling is required to connect the PV modules and BESS to the inverters, and the inverters to the onsite transformers. Higher voltage cables are required between the transformers and the switchgear and from switchgear to the substation.

1.4.5 A new onsite substation is proposed and would have up to four High Voltage (HV) transformers with a maximum footprint of no more than 40,000m2 (e.g. 250m x 160m (or 200m x 200m)) and a height of up to 13m). The Onsite Substation will include a 33kV switchroom, control and storage buildings that would house office space and welfare facilities, as well as operational monitoring and maintenance equipment and equipment for reactive compensation and/or harmonic filtering. The design control building and office/welfare will be defined as part of detailed design.

1.4.6 The perimeter fence would likely comprise a standard post and wire, deer fencing up to 3m tall around the Solar Array Area. Security fencing, up to 3.4m will be installed around the Onsite Substation compound and, possibly, other infrastructure / compounds. Acoustic fencing, up to 4m tall, may be required around the BESS, subject to the detailed design and layout.

1.4.7 Mounted internal-facing closed circuit television (CCTV) systems will likely be deployed around the perimeter of the operational areas of the Site; anticipated to be 5m high. The CCTV cameras would have fixed view sheds and will be aligned to face along the fence. Motion detection security lighting will be used around the electrical infrastructure and potentially at other pieces of critical infrastructure.

1.4.8 During construction, temporary construction compounds will be required, as well as temporary roadways, to enable access to all the land within the Site. Localised earthworks to form suitable development platform for the substation and BESS will also be required.

1.4.9 There will be one primary access on the western edge of the Solar Array Area and a secondary access to the north, both of which will allow large vehicles (including first responder access to the BESS and Onsite Substation). Tertiary operational access primarily for smaller vehicles is provided to the north west and south.

1.4.10 PRoW Ewer/12/1 is being extended in a south and westerly direction as a permissive path terminating in the vicinity of Ewerby Thorpe, and will be in place for the operational duration of the Proposed Development. The exact route of the permissive path will be determined via the discharge of requirement in the DCO, but it is anticipated to run in a south easterly direction along Car Dyke and then heading south west on the north side of Hodge Dike. An undetermined number of footbridges (unlikely to be more than 8 in number) to cross existing watercourses will be required and will require the usual water course crossing agreements to be sought with the relevant Internal Drainage Board in parallel with the discharge of the requirement.

Cable Route

1.4.11 The Cable Route running between the Solar Array Area and the Bicker Fen 400kV Substation will be constructed through trenched methods and, where required, trenchless methods.

1.4.12 During construction, temporary construction compounds will be required approximately every 1-3 km, as well as temporary roadways, to enable access to all land. It is anticipated that there will be 6 main compounds that are distributed at approximately equal distances along the cable route to facilitate proper construction management. Smaller temporary compounds may also be located anywhere within the final working area.

1.4.13 Vegetation and hedgerows lost during the construction of the Cable Route will be re-instated where possible in relation to easement restrictions.

Bespoke Access Road

1.4.14 A dedicated access from the A17 to the Solar Array Area is required. The Bespoke Access Road will be constructed in advance of material construction commencing on the Solar Array Area and will facilitate construction in that area.. During construction, temporary construction compounds will be required which may be anywhere along the route.

1.4.15 The Bespoke Access Road will likely be the last component of the Proposed Development to be removed as it will be used to facilitate decommissioning of the Solar Array Area. Whilst it is assumed for this assessment that the road will be removed, it is possible that engagement with the landowners at that time will establish a preference for it to be retained. Optionality has been deliberately retained in the Application to facilitate such a scenario.

1.4.16 There will be no permanent lighting installed and access will be controlled through gates at all stages.

1.4.17 Vegetation and hedgerows lost during the construction of the Bespoke Access Road will be re-instated.

In any or all of the above areas

1.4.18 Along with the above, in any or all of the three areas, the Proposed Development will include the following (subject to certain requirements):

1.4.19 Access tracks of between 3.5m to 9m width for construction access and routine maintenance when operational. Access tracks located adjacent to drainage ditches will incorporate the necessary ecological; Environment Agency (EA) and/or Internal Drainage Board (IDB) buffers where required;

- Boundary treatments, means of enclosure, security measures, and paths;
- Landscaping and reinstatement planting and Biodiversity Net Gain related habitats;
- Flood resilience measures including swales and storm water attenuation, and works to existing irrigation systems;
- Utility diversions;
- Bunds, embankments, protective works to buildings, maintenance and improvement of streets; and
- Construction related (and decommissioning related) work sites.

Bicker Fen Substation Works

1.4.20 The extension of Bicker Fen substation will include a new generation bay, a new generation bay control room and a perimeter access road. A new generation bay will also include electrical equipment required for connection to the transmission system.

1.4.21 National Grid have requested that there be optionality within the design of the extension to Bicker Fen substation. The two design options that have been assessed in the Environmental Statement and included in the Application are: Air Insulated Switchgear ('AIS') and Gas Insulated Switchgear ('GIS').

Draft Development Consent Order

1.4.22 The Proposed Development is described in detail in Schedule 1 of the Draft **Development Consent Order (Document Ref: 3.1)**, and the areas in which each component (the 'Work Numbers') may be constructed are shown on the **Works Plans (Document Ref: 2.1)**.

1.4.23 The Proposed Development is split into 10 Work Numbers as follows:

- Work No. 1 – a ground mounted solar photovoltaic generating station with a gross electrical output capacity of over 50 megawatts;
- Work No. 2 — a battery energy storage system compound and associated works (including fire safety infrastructure);
- Work No. 3 — development of an onsite substation and associated works;
- Work No. 4 — works in connection with electrical cabling and associated compounds;
- Work No. 5 — works to the existing Bicker Fen National Grid substation to create a new generation bay and substation extension;
- Work No. 6 — various ancillary works relating to the Solar Array Area, including cabling, fencing, security features, access tracks, watercourse crossings and landscaping and biodiversity mitigation measures;
- Work No. 7 — construction and decommissioning compounds in connection with Work Nos. 1, 2 and 3;

- Work No. 8 — works to create the Bespoke Access Road;
- Work No. 9 — areas of habitat management; and
- Work No. 10 — works to facilitate access to Work Nos. 1 to 9.

1.4.24 In addition, Schedule 1 to the Draft DCO lists other associated works (referred to as "further associated development") which may be carried out in connection with the construction of Work Nos. 1 to 10.

1.5 The Development Consent Order Process

1.5.1 As a NSIP, the Applicant is required to seek a DCO to obtain planning and other powers to construct, operate and maintain the generating station, in accordance with Section 31 of the 2008 Act. Sections 42 to 48 of the 2008 Act govern the consultation that an applicant must carry out before submitting an application for a DCO and Section 37 of the 2008 Act governs the form, content and accompanying documents that are required as part of a DCO application.

1.5.2 An application for development consent for the Proposed Development will then be submitted to the Planning Inspectorate ('PINS') acting on behalf of the SoS. Subject to the Application being accepted (which will be decided within a period of 28 days following receipt of the Application), PINS will then examine it and make a recommendation to the SoS, who will then decide whether or not to make (grant) the DCO.

1.6 Purpose of this Document

1.6.1 This document is intended to summarise clearly the agreements reached between the parties on matters relevant to the examination of the Application and assist the Examining Authority.

1.6.2 The aim of this SoCG is therefore to provide a clear position of the progress and agreement met or not yet met between Anglian Water and the Applicant on matters relating to the Beacon Fen Energy Park.

1.6.3 It is intended that the SoCG will provide information for the examination process, facilitating a smooth and efficient examination and managing the amount of material that needs to be submitted.

1.6.4 Once finalised, the SoCG will be submitted to the Examining Authority concerning the Applicant's application under section 37 of the 2008 Act for an order granting development consent for the construction of the Beacon Fen DCO Project.

1.7 Status of this Version

1.7.1 The SoCG was prepared pre-application in consultation with Anglian Water.

1.7.2 One or more further versions (revised drafts) may be agreed between the parties during the pre-examination and examination period, and submitted to the Examining Authority to assist the examination of the Application.

1.7.3 Section 2 of this document summarises the consultation undertaken with Anglian Water to date and Section sets out the matters agreed between the parties during the pre-examination stage in respect of the Application.

2. The Role of Anglian Water

2.1.1 Anglian Water is a statutory undertaker responsible for maintaining, operating and futureproofing the water supply and wastewater services.

2.1.2 Anglian Water owns and operates the water network and has statutory and regulatory obligations in respect of water supply and foul water treatment within the East of England and East Midlands regions. This also includes the full extent of the proposed site.

2.1.3 Anglian Water's role in relation to the DCO process derives from the PA 2008 and secondary legislation made under the same.

2.1.4 Anglian Water is a consultee under sections 42 and 56 of the PA 2008, meaning applicants must consult with Anglian Water before submitting a DCO application and notify Anglian Water once an application has been accepted for examination. Sections 127 and 138 of the PA 2008 establishes procedures around the compulsory acquisition of statutory undertaker land and apparatus.

2.1.5 Furthermore, Anglian Water is promoting the Lincolnshire Reservoir, a Strategic Resource Option, the need for which is identified in Anglian Water's approved Water Resources Management Plan 2024, which is proposed to be consented via its own DCO. It is proposed to be located on land south of Heckington along with proposed land corridor(s) elsewhere in Lincolnshire for associated development, such as water transfer pipelines and pumping stations, some of which are in proximity to or may as the design is further developed and refined overlap with the proposed Cable Route Corridor of the Proposed Development. It is currently understood from the Planning Inspectorate's project website that the DCO application for the Lincolnshire Reservoir is to be submitted in Q4 2028.

3. Summary of Consultation

3.1.1 The consultation that has taken place with Anglian Water in relation to the issues raised within this SoCG is summarised in Table 3.1 below.

Table 3.1: Summary of Correspondence

DATE	FORM OF CORRESPONDENCE	CORRESPONDENCE
06/06/2023	Meeting	Low Carbon met with Anglian Water to discuss what the interaction between the solar project and reservoir project may look like.
18/06/2023	Consultation Response	Non-statutory consultation response from Anglian Water. A copy of the consultation response can be found at **Appendix 1** of this document.
Between 12/02/2024 and 06/06/24	Email	Applicant correspondence with Anglian Water regarding potential water supply to BESS compound (if required) only. Application number: NWC-0209120
01/03/2024	Consultation Response	Statutory consultation response from Anglian Water. A copy of the consultation response can be found at **Appendix 2** of this document.
18/06/2024	Email	Anglian Water Developer Services confirmed that in principle a 20 cubic metres per day supply could be provided to the Solar Array Area location, without reinforcement charges.
04/12/2024	Email	The Applicant's team approached Anglian Water via Jacobs to begin discussions on Protective Provisions.
05/12/2024	Email	Anglian Water responded with their Protective Provisions Template, which can be found at **Appendix 3** of this document, and a Water Resources Assessment, as well as requesting a meeting and requesting that a first draft of an SoCG be agreed as a submission document.
09/01/2025	Meeting	Low Carbon met with Anglian Water to discuss the Water Resource Assessment, Anglian Water Utility Plan, crossing schedule and water storage.
12/03/2025	Meeting	Low Carbon and Anglian Water held a meeting to discuss the content of this Statement of Common Ground.

4. Matters Agreed

4.1.1 The below Table 4.1 contains a list of 'matters agreed' along with a concise commentary of what the item refers to and how it came to be agreed between the two parties.

Table 4.1: List of Matters Agreed between the Applicant and Anglian Water

Matters Agreed	Anglian Water Position	Applicant Position
Removal of Beacon Fen South	Anglian Water welcomes the removal of Beacon Fen South from the project as the proposed southern array was within land identified for the Lincolnshire Reservoir.	Noted. The Applicant removed Beacon Fen South in order to avoid delaying the Beacon Fen project until the reservoir DCO is determined – and with it delivery of this urgently needed renewable energy infrastructure during the climate emergency.
Cumulative Impact Assessment - Lincolnshire Reservoir	Anglian Water requests that the reservoir is considered in the EIA cumulative impacts assessment.	The Applicant has included the Lincolnshire Reservoir within the list of projects relevant to the cumulative assessmentlist in the EIA. This will be reported on in the Environmental Statement (**Document Ref: 6.1 – 6.4**). In general, due to the spatial separation and the difference in construction timing (the construction of this reservoir is anticipated to commence after the Proposed Development has completed construction) significant cumulative impacts are not anticipated.
Ongoing Consultation	Anglian Water welcomes the Applicantproject's ongoing engagement with Anglian Water, to ensure its existing and planned utility assets i.e. AMP8 schemes and ability to develop, construct and operate the Lincolnshire Reservoir project are not adversely impacted by the solar project.	The Applicant will continue to engage with Anglian Water through the pre-examination and examination process, and throughout the construction and operational phase of the Proposed Development.
Haul Road	Anglian Water supports in principle the decision to access the site for construction via a haul road.	The Bespoke Access Road will be included in the Application, along with justification for the route.
Carbon Payback	Anglian Water supports the solar PV panels being offset	The Applicant will include the minimum setbacks between

	from the existing drainage ditches.	drainage and ditches physical infrastructure within the application.
EIA - Water Resources	Anglian Water agrees that water resources should be included in the EIA.	The Applicant has included Water Resources within ES **Chapter 11: Water Resources and Flood Risk** (**Document Ref: 6.2.11**) in the Environmental Statement.
Detailed Construction Environmental Management Plan ('CEMP')	Anglian Water agrees that a detailed CEMP is needed to protect downstream water resources and reduce potential impacts on Anglian Water's utility assets.	The Applicant proposes to secure a detailed CEMP via requirement in the DCO. An **outline CEMP (Document Ref: 6.3.7)** will be submitted as part of the DCO application.
Utilities surveys	Anglian Water expectssupport the use of further investigation (including geophysical) and consideration of Anglian Water's utilities with in the cable corridor, and suggests this extends to utilities in the access and array area as well. Anglian Water considers this is necessary in refining the design of the project and avoiding impacts on underground assets., and would suggest this includes utilities in the access and array area as well.	The Applicant has carried out desk-based utility searches across the Order Limits to inform the design. The Applicant will also conduct surveys of below ground utilities ahead of any commencement of construction and notes that any works to them will need to be undertaken in accordance with the protective provisions to be included as part of the DCO.
Availability of water supply (if required) to the Solar Array Area including BESS	A new water connection of 20 cubic metres (20,000 litres) per day can be provided in principle without reinforcement charges.	The Applicant welcomes this confirmation that a water connection can be provided in principle should it be required. A pre-planning enquiry was carried out on 18 April 2024, following which a new water connection application was submitted on 13 May 2024.

5. Matters Not Agreed

5.1.1 The matters that are not yet agreed between the parties are summarised in Table 5.1 below.

Table 5.1: List of Matters Not Agreed between the Applicant and Anglian Water

Matters Not Yet Agreed	Anglian Water Position	Applicant Position
Asset Protection	Anglian Water would welcome confirmation that the cable route and construction works would not affect the Bicker North Drove Sewer Pumping Station.	Anglian Water provided information relating to Bicker North Drove Sewer Pumping Station on 5 March 2025 and the Applicant was able to confirm it lies outside the Order Limits.
Foul Water Connections	Anglian Water would like further discussion on foul water connection requirements and conclusions on this as part of the final design for the project to be included in the DCO application. Anglian Water's response raised the potential absence of / adjacent water recycling connections within the redline and need to look at the least impactful solution and cost to the project.	The **Other Consents and Licences Document (Document Ref: 5.4)** refers to the potential for a trade effluent consent. Information will be provided as part of **ES Chapter 11: Water Resources and Flood Risk (Document Ref: 6.2.11)** and **the Flood Risk Assessment and Drainage Strategy (Document Ref: 6.3.8)** accompanying the application.
Non-potable Water	Anglian Water would welcome confirmation on the method of providing water supply for firewater tanks and water for construction uses, and recommend harvesting rainwater. Non-potable water and rain water harvesting should be explored for construction uses such as dust suppression, wheel washing and also some welfare accommodation uses.	The **Outline Battery Safety Management Plan ('OBSMP') (Document Ref: 7.2**) accompanying the application will refer to a choice of methods to be determined via discharge of requirement on any made (granted) DCO. Harvesting rainwater is unlikely to be relied on in full without additional or backup systems and tankered supplies also required. Information will also be provided as part of **ES Chapter 11: Water Resources and Flood Risk (Document Ref: 6.2.11)**

		and the **Flood Risk Assessment and Drainage Strategy (Document Ref: 6.3.8)** accompanying the application.
Surface Water and Drainage	Anglian Water requires further details on flood resilience measures to ensure flood water is to not be channelled to the public sewer network and does not impact water or water recycling assets. Anglian Water state that the management of surface water flood risk should be carried out in accordance with the drainage disposal hierarchy. If this is via a public sewer then AWS will need to be a named consultee in respect of the drainage strategy requirements that will need to be discharged post DCO decision. The draft DCO should not include the right to connect to the public sewer on the basis that a connection is currently not proposed and has not been sought by the project.	Information will be provided as part of **ES Chapter 11: Water Resources and Flood Risk (Document Ref: 6.2.11)** and the **Flood Risk Assessment and Drainage Strategy (Document Ref: 6.3.8)** accompanying the application.
Cable Route Location	Anglian Water asks that cable route detailed design is informed by the location of existing assets and any planned assets to reduce potential crossings with its utilities, minimise the risk of damage to these assets, and prevent the need for diversions. Anglian Water would welcome further delineation of the cable	The Applicant has taken into account existing assets in the refining of the cable route and through routeing and construction methodologies reduced risks. The Applicant has shared a crossing schedule with what are understood to be Anglian Water's assets and will continue discussions.

	route to reduce potential crossings with its utilities.	
Mitigation Layout	Anglian Water requests that where its utilities are in proximity, hedgerows and trees are retained but not increased in width, to enable access to utilities.	Further details will be provided as part of the DCO Application.
Local Nature Recover Strategies (LNRS)	Anglian Water suggest liaising with Lincolnshire NEP to identify priority habitats and species to be included in LNRS. They support the use of buffers for waterways which could be utilised to supplement non-potable water supply to the fire tanks.	Further details will be provided as part of the DCO Application, including in the **Biodiversity Net Gain Strategy (Document Ref: 7.3).**
Potable Water	Anglian Water would like conclusions on how potable water supply will be provided for the project to be part of the final design included in the DCO application. Anglian Water recommends a water tanker to provide potable supplies for welfare facilities during construction.	Further details will be provided as part of the DCO Application or via discharge of requirement.
Service Legal Agreement	Anglian Water requires all NSIPs to enter into a Service Level Agreement ('SLA') to cover the costs of supporting the project which are not at statutory stages of the NSIP process. Anglian Water provided a draft SLA to the Applicant with its statutory consultee response.	The Applicant is reviewing the draft SLA and will liaise with Anglian Water on further discussions and agreement of costs.
Protective Provisions	Anglian Water requires the project to be developed in accordance with its Protective Provisions. Anglian Water provided their Protective Provisions Template to the Applicant. A copy is included at **Appendix 3** of this document.	Initial discussions have been held with Anglian Water regarding the form of Protective Provisions and will continue with agreement anticipated to follow post submission.

	As part of these provisions (or separately), Anglian Water requires suitable assurances from the Applicant around the interaction between the detailed design, construction and operation of the Proposed Development and the Lincolnshire Reservoir, to ensure the consenting process, as well as the construction, operation and maintenance of the Lincolnshire Reservoir is not prejudiced in any way.	

INSERT SIGNATURE

Signed: NAME

On behalf of: [Stakeholder Organisation]

Date:

INSERT SIGNATURE

Signed: NAME [Project Team Company Name]

On behalf of: Beacon Fen Energy Park Ltd

Date:

Appendices

Appendix 1: Copy of Anglian Water's Non-Statutory Consultation Response

Anglian Water Services
Thorpe Wood House
Thorpe Wood
Peterborough
PE3 6WT

www.anglianwater.co.uk
Our ref: N/S BFEP Con

Beacon Fen Energy Park
info@beaconfenenergypark.co.uk

16 June 2023

Dear Beacon Fen Energy Park Project Team

Beacon Fen Energy Park (BFEP)
Non-statutory consultation

Anglian Water appreciates the opportunity to comment on the Beacon Fen Energy Park (BFEP) non-statutory consultation.

The southern array of the BFEP project sits within land identified for Anglian Water's Lincolnshire Reservoir ("the proposed reservoir") - as shown in pink in figure 1 below. Consultation took place on the proposed reservoir between October and December last year. Consultees included all landowners impacted by the proposed development. Anglian Water notes that, despite extensive publicity of the proposed reservoir consultation process locally and regionally (which was also listed on the PINS website in October 2022), BFEP, did not provide any response.

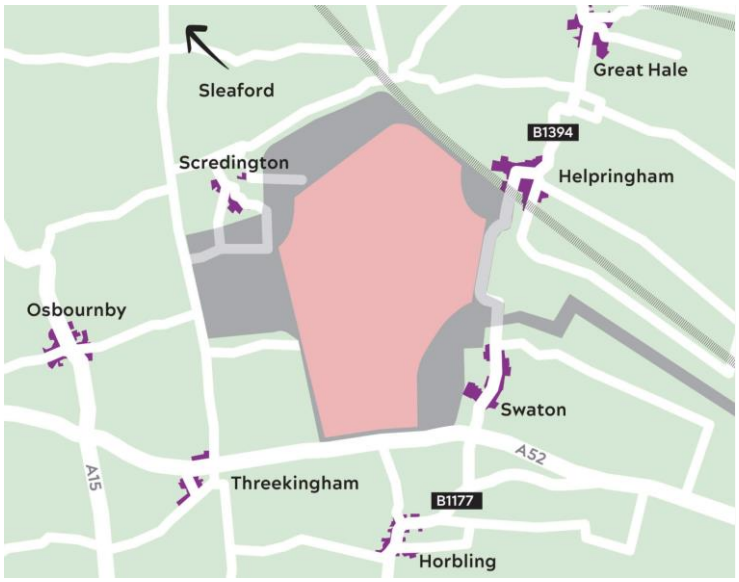

Figure 1 – proposed reservoir location

Anglian Water is strongly opposed to the solar development proposal in its current form because it directly prejudices the planned multi-billion pound water resources project of regional and national strategic importance. The solar proposals as currently presented would not be able to

co-exist with the reservoir project, particularly given the proposed location of the reservoir itself (shown in pink in figure 1) for which there is only limited scope to move due to geological and other constraints.

The Lincolnshire Reservoir forms a key part of the Water Resources East (WRE) regional plan and has been progressed with WRE and stakeholders over the past 24 months. The Lincolnshire Reservoir is identified as a key supply side option in Anglian Water's statutory draft Water Resources Management Plan (WRMP) and as agreed with regulators, including Ofwat and EA, is a strategic resource option necessary to deliver security of water supply for the East of England up to 2050 and beyond. Specifically, the reservoir is key to the delivery of regional environmental protection, economic growth and resilience to climate change and future drought events. As such, the Reservoir is being progressed through the regulated 'RAPID' (Regulators Alliance for Progressing Infrastructure Development, made up of Ofwat, the Environment Agency and the Drinking Water Inspectorate).

There is strong planning policy support for the proposed reservoir and the selection of its site has been fully considered through a robust site selection and alternatives process. In contrast, the need case for the BFEP project in its current layout appears weak by comparison, and unclear given the opaque site selection process and presence of numerous alternative sites capable of hosting solar generation, both locally and regionally.

Anglian Water therefore:

- Objects to the BFEP project in its current form
- Requests that the proposed location of the southern array of the BFEP be reconsidered
- Requests that the land forming the proposed reservoir site (shown in pink in figure 1) and associated development area (shown in grey in figure 1) be removed from the BFEP layout
- Requests that if the BFEP is progressed on land forming part of the proposed reservoir site that a full and comprehensive process of site selection and discussion of alternatives to the BFEP be included in the project's Preliminary Environmental Information (PEI) and Environmental Statement (ES) in accordance with the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017.

Need case for reservoir project

The National Policy Statement (NPS) for Water Resources published in April 2023 establishes that the inclusion of the proposed reservoir project within Anglian Water's WRMP demonstrates the need for the project in line with government policy.

Site selection and alternatives

The site for the Lincolnshire reservoir has been identified through comprehensive and robust site selection which clearly justifies why the site is required for reservoir development. The site selection process was described in significant detail in the public consultation, including in the site selection summary document which can be found here:

[redacted]

The site selection documentation clearly sets out in robust terms the reasons for its selection and the absence of reasonable alternatives to the site. This process was developed collaboratively with stakeholders and presented as part of Anglian Water's first public consultation, as evidenced in the site selection report. That site selection process has not been substantively questioned during the public consultation process by any of the statutory consultees, including the local planning authorities. As stated above, despite extensive publicity of the consultation process locally and regionally, BFEP did not provide any response.

The 19 main criteria considered during the four stages of site selection are set out in the site selection report at Appendix A. The criteria included consideration of the geology suitable for hosting a reservoir, environmental constraints, and construction and operational cost and carbon.

Of the shortlisted sites, the proposed site was clearly the best performing. Specifically:

- The underlying clay and bedrock in this location are particularly suitable for development of a reservoir, with shallow layers of reusable superficial material providing opportunity to achieve a cut-fill balance relatively easily.
- It requires the loss of the fewest number of residences and the lowest number of agricultural holdings.
- It avoids loss of high quality (very good and excellent) agricultural land.
- The A52 would offer good access to the site, with the cut-fill balance requiring the lowest numbers of heavy goods vehicles (HGVs).
- It has the lowest capital and operational costs of the four shortlisted polygons.
- It has the lowest carbon emissions, considered important to the water industry's target for net zero.
- It would not result in loss of sites designated for nature conservation, instead providing opportunity to contribute to nature recovery, as identified through a comprehensive Systematic Conservation Planning assessment,
- It would not impact on designated landscapes or protected views.

Absence of evidenced need for southern array of BFEP

In contrast, the BFEP proposals benefit from only minimal policy support. While Anglian Water recognises the need for reliable and economic sources of renewable energy, including solar power, there are clear and better alternatives to the current BFEP proposals which do not prejudice the delivery of the nationally and regionally important strategic water resources project.

Anglian Water believes that:

- The BFEP project would be economically viable and able to progress without the inclusion of the southern array

- That the southern array could be located with better or similar environmental outcomes at other locations in acceptable proximity to the grid connection point
- That there are a significant number of viable alternative locations for the BFEP project within the wider area, utilising the same grid connection point.
- That, given the reform of the grid connection queuing system, there are alternative viable connection points for a project of similar capacity elsewhere in the region.

It is clear from the consultation documentation that the site selection process for BFEP is incomplete and not compliant with policy or EIA legislation, as Anglian Water highlighted in its response to the PINS scoping consultation.

The need for the reservoir, established in the WRMP and Water Resources NPS, is a relevant and important matter for the Secretary of State for Energy Security and Net Zero who will determine any DCO application for the BFEP. Given the clear availability of alternatives to the southern array of the BFEP, any such application incorporating the land identified for the reservoir would be unlikely to be granted consent.

Anglian Water is commencing discussions with both DEFRA and DESNZ to ensure that government policy is applied consistently regarding planning decisions in respect of water resources projects and has recently met at ministerial level with DEFRA where the BFEP proposals were discussed.

Anglian Water is committed to an ongoing constructive dialogue with Low Carbon with regards to the BFEP proposals, and seeks to meet in the near future to discuss any aspects that warrant further clarification or discussion.

Yours sincerely,

Head of Sustainable Growth

Appendix 2: Copy of Anglian Water's Statutory Consultation Response

Anglian Water Services
Thorpe Wood House
Thorpe Wood
Peterborough
PE3 6WT

www.anglianwater.co.uk
Our ref StatConR.BF.NSIP.24.ds

Beacon Fen Energy Park

info@beaconfenenergypark.co.uk

28 February 2024

Dear Ellie and DWD Property & Planning team

Beacon Fen Statutory Consultation and PEIR Consultation response

Thank you for consulting Anglian Water on the statutory consultation and the Preliminary Environmental Impact Report (PEIR) for the project on behalf of Beacon Fen Energy Park Limited and Low Carbon Group Limited. The proposed Beacon Fen solar project site is within North Kesteven district in Lincolnshire. We understand that following the completion of this consultation on 3 March 2024, the Nationally Significant Infrastructure Project (NSIP) planning application is due to be submitted between October and December 2024. This would potentially mean a Development Consent Order (DCO) approval being granted by the Secretary of State in or about March 2026.

Anglian Water Services (AWS) response follows our previous correspondence including our June 2023 response to the first non- statutory consultation and our May 2023 response to The Planning Inspectorate on the project's Scoping Report. We also provided an AWS template of required draft DCO Protective Provisions (PP) which all NSIP promoters should include, as revised and agreed through negotiation, in the draft DCO. We attach (Appendix 1) the PP template again for ease of reference. Anglian Water colleagues taking forward the Lincolnshire reservoir NSIP are liaising with Low Carbon and its directors including James Hartley-Bond and Michael Rutgers. remains the primary contact point for aspects of the Beacon Fen project which may link to the delivery of the Lincolnshire reservoir has now changed from Richard Myerscough to Vicky Hurrell.

- Anglian Water position

Anglian Water actively supports the development of renewable energy and the decarbonisation of the UK's energy generation and transmission grid. Anglian Water is committed to being a net zero business by 2030 and to reduce our capital carbon footprint by 70% in building and maintaining our infrastructure. As part of our ongoing pre-submission engagement, we would welcome continued dialogue regarding:

a. The Draft DCO Order including protective provisions specifically to ensure Anglian Water's services are maintained during construction
b. If an AWS water supply is required
c. The impact of development on Anglian Water's assets and the need for mitigation
d. Pre-construction surveys

Changes to the project area

Registered Office
Anglian Water Services Ltd
Lancaster House, Lancaster Way,
Ermine Business Park,
Huntingdon,
Cambridgeshire. PE29 6XU
Registered in England

AWS welcomes the removal of the Beacon Fen South array area following our submissions to the project in 2023. We note that the project has changed its red line boundary to exclude areas required to build the proposed Lincolnshire reservoir. The withdrawal of Beacon Fen South from the NSIP application area in summer 2023 provides the clarity that both projects and the local community need to enable both projects to effectively progress. We therefore support in principle the development of the solar and battery storage development at Beacon Fen North – now to be called Beacon Fen Energy Park. AWS considers that the project can be designed, and suitable provisions put in place to ensure the interests of AWS, our customers and the local community are protected. Anglian Water hopes that in time the two projects may be able to maximise the use of suitable areas for additional renewable energy generation in support of the transition to a low carbon economy and provide local resilience in energy generation and transmission.

Further consultation on the Lincolnshire Reservoir is planned for later in 2024 following additional design optioneering work which is currently assessing off site infrastructure and associated development design. The reservoir site remains as set out in Figure 1 below:

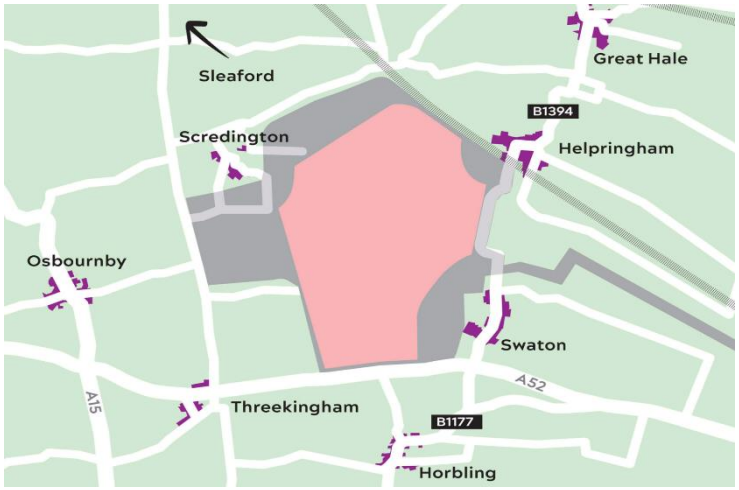

Figure 1 – proposed reservoir location

As set out in our June 2023 response, Anglian Water has undertaken a comprehensive and Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 compliant assessment using 19 main criteria which led to the selection of the above site. These included the selection of the lowest carbon and lowest capital and operational costs option of the four shortlisted sites. As our design options and assessment proceeds the AWS Major Infrastructure Reservoir team would want to continue to engage with the Beacon Fen project to support your final site selection, design, and cumulative assessment process.

- Renewables generation

Most of AWS's operational emissions are associated with the electricity used to pump, treat, and recycle water. One of the opportunities for reducing our emissions is to generate renewable energy on our sites from wind, bioresources and solar. Not only does generating renewable energy reduce our impact on the environment, it also mitigates the transition risk associated

with changes in policy and cost linked to decarbonising the UK's electricity. Anglian Water's 2023 Annual Report reports that AWS has ten combined heat and power engines (CHP) sites producing more than 113GWh per annum. In 2012 we installed our first wind turbines and in 2016 we installed our first solar arrays. We are on track to increasing the renewable energy we produce to 40% of our consumption by 2025.

- Resilience – SPA and Leakage

In 2022, we were the first UK company to issue a £225 million corporate green bond in the Canadian 'maple' bond market, to fund our drought resilience project being delivered by our Strategic Pipeline Alliance (SPA). The investments we've financed through our Green Bonds contribute to five environmental objectives: climate change mitigation; climate change adaptation; biodiversity conservation; pollution prevention and control; and natural resources conservation.

Our Strategic Pipeline (SPA) will be key to moving water around the region to improve resilience to drought and keeping fresh, clean water flowing to homes and businesses. The new network – hundreds of kilometres of interconnecting pipelines – will allow us to move water from areas where there is a surplus to areas where there is not – protecting vulnerable habitats by allowing us to reduce abstraction in sensitive environments. Starting at Elsham in North Lincolnshire, the pipeline will end near Colchester, in Essex, and Ipswich, in Suffolk. The next section to be commissioned is the 34 kilometres linking Lincoln and Grantham, some 15km to the west of the Beacon Fen site. In addition to providing increased resilience through SPA and to ensure there is enough water to serve the growing population in this region, our decades of investment have helped us to achieve our long-standing sector leading track record on leakage.

- Sustainable growth

We serve the region which grew the fastest in the past 10 years and we are planning to serve a further increase of 700,000 new residents over the next 20 years. In 2022 we have formally announced plans for two new reservoirs – one in Lincolnshire, and another in the Cambridgeshire Fens to be delivered in partnership with Cambridge Water. Our customers are clear about the options for new supply resources, favouring reservoirs and reuse above desalination. The Fens and Lincolnshire are two of the UK's areas most exposed to climate change impacts; on the frontline of rising sea levels, they are at growing risk of severe tidal flooding. They are also in the driest part of the country, with water shortages a real and increasing risk. Temperature projections to 2040 indicate that the region we operate in will be hotter than the national average: 11.4 degrees compared to 11 degrees. Climate change though is already here. In July 2022, the Met Office recorded the hottest day on record (40.3 degrees) in Coningsby, Lincolnshire. This illustrates the need for mitigation such as a move to renewable energy and for resilience and adaptation through managing water efficiency and increasing water supplies.

Our Thriving East report identifies that Lincolnshire supports 75,000 food sector jobs, processing around 70% of the UK's fish and around 30% of England's vegetables. This demonstrates the extent to which economic activity in the region depends on water resources. Water Resources East has calculated that 10% of the East of England's water resources is used for farm irrigation — around four times as much as any other region in the UK. Prolonged drought would pose enormous challenges to food production. The reservoirs will serve multiple purposes beyond

water supply security. Designed with greater outcomes in mind, they will also alleviate flood risk, support agricultural irrigation to provide food security, provide amenity and leisure opportunities and help to regenerate local areas.

- Environmental gain

Ahead of the introduction of mandatory biodiversity net gain (BNG) AWS delivered a 281% increase in BNG in 2022/23 through our construction and maintenance work. We note that mandatory BNG for NSIP may be introduced in or about November 2025. As part of partnership approach to deliver overall environmental gain, we would want to continue working with the Beacon Fen project to both assess our collective impact and to ensure that cumulatively the Beacon Fen and Lincolnshire reservoir projects support local nature recovery at a landscape scale. We recognise that as the Lincolnshire reservoir project will create new aquatic habitats it is important to link to new terrestrial based nature recovery areas and BNG at sites like Beacon Fen, including via fluvial and catchment-based corridors. These initiatives and the opportunities afforded by large scale infrastructure projects can also provide carbon sequestration and flood prevention legacy gains.

AWS comments

Where matters are addressed in more than one document our comments below are not repeated and are picked up with reference to the first document reviewed. Our comments seek to address the questions posed in the project's online response form including the removal of Beacon Fen South from the project (question 9).

Statement of Community Consultation

We welcome the publication of the Beacon Fen Statement of Community Consultation (SoCC) in November 2023 and the project's ongoing engagement with Anglian Water. As a purpose led organisation AWS supports the Community benefits proposals at page 17 of the Consultation Booklet and the Community Benefits Exhibition Banner.

Section 48 Notice

Anglian Water Services Ltd (AWS) is a statutory consultee as appointed water and wastewater recycling company for the area and as a landowner with interests in assets on or under land which the project proposes to develop as an NSIP. AWS acknowledges and indeed welcomes the statement in the Section 48 notice that our response to the consultation may be made public to assist the Secretary of State in determining the NSIP application and granting a Development Consent Order (DCO).

Site Boundary Plan and Access Options Plan

There are significant existing Anglian Water assets including water mains along the road network which serve the local villages including Kirkby La Thorpe, Ewerby, Asgarby, Boughton, Ewerby Thorpe, Howell, Heckington, South Kyme, East Heckington, Great Hale, Little Hale, Helpringham and Bicker. Maps of Anglian Water's assets are available to view at the following address:

[redacted]

- AWS Assets - Water

Working from North West to South East through the access, array area and cable route:

The proposed access north from the A17 potentially impacts on several water assets including the 180mm mains pipe on the north side of the A17 serving Asgarby and Boughton. The array area around Ewerby Thorpe potentially impacts on a few water assets including the 200mm mains pipe on the Thorpe Road serving Ewerby and Ewerby Thorpe. The cable route south crosses the 125mm main serving Heckington and surrounding properties in the Heckington parish. The cable route also crosses pipes in the A17, a 180mm water main in Great Hale Drove before crossing the South Forty Foot Drain then crossing smaller mains pipes (less than 250mm) in North Drove then Bicker Drove and Vickerage Drove.

AWS would welcome confirmation that the red line area will be amended to exclude the location of the water mains pipes or that the stand off distances in Appendix 1 will be applied as a starting point to protect water supplies for local communities. Where AWS pipes are to be crossed the locations of the pipes will be identified by the project through ground investigations, provided to AWS network team and the method for protecting the pipes from construction traffic and other works agreed and the method for laying any cables or other works in the crossing or in the vicinity of the pipes agreed with AWS. Please see PPs in Appendix 1.

- Ground investigations

AWS has through work on other NSIP found that archaeological geophysical investigation as part of pre-application assessment can identify underground utilities. AWS requests that as part of the detailed design work the geophysical investigations inform site design and layout to avoid underground assets and apply the stand- off distances in Appendix 1. Work with our network teams to agree plant and vehicle crossing protection and the appropriate methodology for cable routing can also be initially informed by geophysical investigation before detailed ground investigation ahead of agreement with AWS and then construction.

- Water Recycling

The proposed access north from the A17 avoids the Kirkby la Thorpe and Ewerby water recycling catchment, rising mains and network assets as well as the Water Recycling Centre itself which is south of the A17. The array area north of Heckington avoids the North and South Kyme water recycling catchment, rising mains and network assets as well as the Water Recycling Centre which is south of Wood Lane. The southern area of the area is to the north and east of the Heckington water recycling catchment, rising mains and network assets as well as the Water Recycling Centre itself which is north of Littlewood Drove. The grid connection route avoids the East Heckington water recycling catchment, network assets and the Water Recycling Centre which is north of the A17. The southern section of the grid connection route and the Bicker Fen substation area avoid water recycling assets apart from a Sewer Pumping Station located on the eastern edge of the area, north Drove and west of Hammond Beck.

AWS would welcome confirmation that the cable route and construction works would not affect the Bicker North Dove Sewer Pumping Station.

<u>Project Plans</u>

We refer you to our comments on the first consultation including the direction to contact our diversions team if these are required for AWS network assets. Based on the published information, we assume diversions of Anglian Water assets are still not required and their protection including crossings during construction will be secured through inclusion of the AWS Protective Provisions previously provided to the project. The Construction Environment Management Plan should include steps to remove the risk of damage to Anglian Water assets from plant and machinery including haul roads. These will support the Protective Provisions in the draft DCO. Further advice on minimising and then relocating Anglian Water existing assets can be obtained from:

connections@anglianwater.co.uk

- Connections

AWS would welcome the progression of discussions on water and foul water connection requirements for the project and the conclusion of these as part of the final design fix for project. The absence of adjacent/ available water recycling connections within the redline area indicate that the least impactful solution as well as the one entailing least carbon and cost to the project is the use of existing drains and SuDS to manage surface water and the use of temporary self-contained welfare facilities during construction and for the limited number of operational stage staff at the site.

Whilst there are locations where water supplies could be connected, we have in working with other solar projects established that the site area and land use enables rainwater harvesting to be used to collect non potable supplies. These can serve both construction stage – dust suppression, for example and operational stage non potable water requirements including for filling fire- fighting tanks. The potable supply – principally for construction workers welfare can either be meet by tanker or as a less favoured option by a connection to the network. The use of self- contained welfare facilities during constriction and then operation is likely to have a lower carbon impact and depending on the project's connection needs may indeed be less costly than new water supply connections/ upgrades. Advice on water supply and drainage options if required can be found at:

InFlow | Development Services[redacted]

We recommend that the water supply and water recycling matter is concluded in pre-application so that it can be included as a matter which has been agreed in the draft Statement of Common Ground (SoCG) to be submitted with the NSIP application. Please can the project provide a first draft of the SoCG for AWS to review and comment on.

Statutory Consultation Booklet

We note that one of the principal components of the NSIP proposal (page 4) is 'Water supply and drainage infrastructure including up to four firewater storage tanks with a total capacity of 240 cubic metres. Working with other solar NSIP projects we have minimised the need for a potable water supply for construction, operational and decommissioning stages through supporting their plans for rainwater harvesting to provide a non-potable water supply. In so doing this then may also remove the need for a water connection, with its own attendant capital carbon impacts, through the provision of potable water for personal consumption by tanker or

other means. This in turn minimises water use and the potential need to connect to the public sewer network. AWS would welcome confirmation that the firewater tanks will be supplied from rainwater collected on site.

We welcome the explanation (page 5) of why Beacon Fen South is no longer part of the project. The Lincolnshire reservoir project is progressing as part of AWS business plans submitted to our Regulators. Design options including water transfer and drainage options are currently being assessed ahead of planned non statutory consultation in 2024. Updates on the project can be found at Anglian Water – Lincolnshire Reservoir . As an NSIP the Lincolnshire Reservoir has been notified to The Planning Inspectorate. Following consultation and regulatory approval the Lincolnshire Reservoir NSIP is intended to be submitted to the Planning Inspectorate in September 2025.

The Lincolnshire Reservoir will provide water for 500,000 homes and if Beacon Fen South had proceeded the alternative location and design could have added a significant quantity of additional greenhouse houses to the construction phase of the reservoir project.

- Surface water and drainage

We note (page 5) that Beacon Fen plans 'flood resilience measures' and that 'flood modelling is currently being undertaken to inform the drainage design for the site' (page 11). Given that part of the array site and the southern section of the grid route are in Flood Zone 3 we would welcome further details on these measures (see also page 14 on flooding and grid route refinement). This is in part to ensure that flood water is not planned to be channelled to or managed by the public sewer network and in part to ensure that flood waters or changes in drainage to not impact water or water recycling assets and so potentially causes disruption or pollution to local communities and the environment.

Anglian Water supports the choice to have all underground cabling (page 5) on visual amenity grounds. This inevitable increases the risk that AWS underground assets and so customer services may be affected by unintentional damage from boring and open trench cable laying. We request that the cable route detailed design is informed by the location of existing assets to minimise this risk and to minimise the need for pipe diversions with their attendant GHG emissions. Cable laying activities (page 7) should take account of standoff distances set out in the attached template Protective Provisions. Where AWS pipes are to be crossed by cable laying and/ or machinery for construction or project maintenance then an AWS network engineer will need to be present on site.

Anglian Water supports in principle the decision to access the array site for construction using a haul road (page 8). AWS recognises that the choice of Option 2 reduces the potential impact of Option 1 (cable corridor) on water resources. This does though highlight that the cable route has the potential to impact current and potentially future water resource assets.

- Carbon Payback

We welcome the clarity that the 'carbon payback for the project is less than four years' (page 11) provides on the benefits of the project. A similar statement for biodiversity net gain would enable the project to show the ecological benefits versus the loss in agricultural production. The explanation that 'solar PV panels will be offset from the existing drainage ditches within the site

to ensure that these can be maintained during the lifetime of the project' provides a good starting point for increasing flood resilience as well as green-blue infrastructure using SuDS.

The Indicative Mitigation Layout plan (pages 12 & 13) for the array, BESS and substation look to retain field margins. AWS request that where utilities follow the edge of fields; potentially identified through archaeological investigation in pre app, the hedgerow/trees areas are retained but not increased in width to enable access to utilities. Our standoff distance should be applied so that no works or equipment is in the buffer to ensure safe access for AWS works and colleagues. Where no utilities are present additional planting/ woodland strips as shown in some areas of the Layout Plan could be added to increase BNG (page 16).

- Biodiversity Net Gain and Local Nature Recovery Strategies

AWS is actively supporting the progression of Local Nature Recovery Strategies (LNRS) and we would suggest that the project liaise with the Lincolnshire NEP to identify priority habitats and species which are likely to be included in the LNRS. Due to the projects scale the inclusion of those habitats and species potentially enables the development to be a link in wider landscape scale nature recovery. LNRS will also be a factor in the planning balance for the NSIP decision and given the temporary nature of solar PV (NPS EN3 2.10.150) the inclusion of LNRS priorities in the design would offer a long-term legacy for the site. We support the use of buffers for waterways, and these could be utilised to supplement the non-potable water supply including for fire tanks.

- Asset protection and AWS land interests

AWS would welcome the further delineation of the cable route (page 14) to reduce potential crossings with utilities. On landowner engagement (page 15) and in taking forward the Book of Reference for the Compulsory Acquisition aspects of the project, Savills, AWS's land agent has authority to respond on behalf of Anglian Water for land referencing queries related to above ground assets. Savills may be contacted at:

AWSEstates@savills.com

Correspondence with Savills such as that in January 2024, should be noted and summarised by the project in the SoCG Record of Engagement to ensure that all matters are captured and can be recorded as agreed, in progress or not if agreed when the SoCG is submitted with the Beacon Fen NSIP application.

- Lincolnshire Reservoir

We note the planned timeline for NSIP application, which differs to that on PINS website, and construction commencing in 2026/27. As a known project we request that the Beacon Fen EIA considers the cumulative impacts of the Lincolnshire Reservoir NSIP. This will include consultation material likely to be in the public domain ahead of the Beacon Fen application being finalised and submitted to the Planning Inspectorate. Our Lincolnshire reservoir team will be in contact when Anglian Water is able to share this information including offsite works.

Currently consideration is being given to the use and function of the South Forty Foot Drain (SFFD) which the proposed Beacon Fen cable route crosses. Anglian Water may ask that the limits of deviation (vertical and horizontal) of the cable route are more broadly drawn to avoid

or limit interactions with works on the SFFD. This would necessarily include discussions with partners including the IDBs and the EA as well as landowners. Inclusion of the SFFD limits of deviation in the draft DCO could avoid a change application during the application as well as reducing cumulative impacts. AWS asks that in progressing the cable route design and depth, works specification for the draft DCO and limits of deviation, that Low Carbon and the Beacon Fen team liaise with the [redacted] the Lincolnshire Reservoir team. [redacted] be contacted at [redacted] anglianwater.co.uk and on [redacted].

Preliminary Environmental Information Report

Non-Technical-Summary

AWS supports the conclusion drawn (3.4.2) that the removal of the Beacon Fen South array reduces the projects in combination environmental effects with the proposed Anglian Water Lincolnshire Reservoir. AWS agrees that Water Resources should be included in the EIA (4.1.2). As indicated above the intended retention of habitats (6.3.4) after decommissioning could be informed by LNRS priorities. AWS agrees that a detailed CEMP (6.7.5) is needed to protect downstream water resources. The CEMP and its use and monitoring by construction teams would also reduce and ideally eliminate the potential impacts on utilities including ensuring local water supplies are not disrupted.

- Flood risk

We note the flood risk (6.7.6) and subsequent climate change section. We support the mitigation action which solar farms and renewable energy provide in the transition to a net zero economy. The east half of the array site in Flood Zone 3 (Chapter 11, 11.5.20). The cable route to Bicker Fen crosses into Flood Zone 3 as it runs alongside the railway line. Anglian Water acknowledges that the project is temporary and so the quick carbon pay back time weighed against the potential increased flood risk to the site supports the level of embedded flood risk mitigation measures proposed. AWS would not support connections to public sewers if revised climate change allowances required enhanced surface drainage. The plan to minimise waste (6.8.5) supports the use of rainwater harvesting on site for non-potable uses.

- No right to connect Provision

Anglian Water requests that the draft DCO does not include the right to connect to the public sewer on the basis that a connection is currently not proposed and has not been sought by the project. This is to protect existing customers from potential sewer flooding and to direct surface water from the site back into the environment or into on site use rather than using limited public water recycling capacity which has operational carbon costs.

- No other cumulative projects

AWS can advise that there are no projects other than the Lincolnshire Reservoir that our teams including SPA and the Alliance are planning which should be considered in the cumulative assessment. Regarding cumulative impacts on soils and agriculture, we note the percent loss of land and its temporary nature. We note the support for solar energy generation in the UK's energy transition (NPS EN3 2.10.11) and so that the national interest may be best served through use of a small proportion of low and medium grade for renewables.

Chapter 2 – Proposed Development

2.1.8. Bullet 11. Based on our work with other solar farm promoters, AWS considers that both non-potable and potable supplies can be provided at a lower environmental cost without a connection to the water supply network. If a Water supply is required for 'up to four firewater storage tanks with a total capacity of 240m3', then this connection and supply could be provided. If a connection is to be sought to the AWS network, then reference would need to be made to the Water Resources National Policy Statement and in line with our revised position on non- household development water demands a Water Resources Assessment (WRA) would need to be included in the EIA. The WRA would then be the subject of a pre-commencement requirement in the DCO.

Chapter 3 – Alternatives

3.5.3. AWS welcomes the project's agreement that the Lincolnshire Reservoir project design and timing has increased in maturity and the importance of proving certainty for both projects and the local community in removing Beacon Fen South from the design. We support the decarbonisation objectives of the project and the need to proceed with renewable projects at scale to deliver the energy transition. (Also, Exhibition Banner, Project Evolution)

Chapter 4 – Scope

Table 4.1. AWS notes that desk-based assessment of utilities has been undertaken. We support the use of further investigation and consideration of utilities in cable corridor in refining design and would suggest this includes utilities in the access and array area as well.

Chapter 11 - Water Resources and Flood Risk

Table 11.1. We note that the removal of Beacon Fen South has enabled a reduction in the area to be assessed through the Sequential Test.

- Water Supply options

Page 5. Anglian Water. Of the three options proposed for water supply and connections, AWS favours rainwater harvesting and the private reservoir.

11.6.14. The water supply options are their assessment should be broken down into potable (drinking water) and non- potable. As set out above rainwater harvesting with on- site storage using a reservoir to feed the fire tanks or for dust suppression during construction for example would limit the quantum of potable water required. A water tanker can provide potable supplies for welfare facilities during construction and then supply reduced potable demands during operation. Rainwater harvesting also has the potential to limit sediment and contaminant flows (11.6.18) and 'slow the flow '(11.8.6) from heavier rain events (11.5.31) so reduce flood risk on site (11.11.1) and offsite (11.5.23).

11.8.1. We welcome reference to the suite of regulatory controls for works during the construction stage and the subsequent inclusion of these measures in the CEMP/ DEMP. Again, rainwater harvesting for non- potable uses can assist in managing risk and mitigating impacts.

Table 11.13. The Lincolnshire Reservoir NSIP submission date will be determined by several factors including consultation planned for May, Scoping planned for July and determination of AWS Business Plans in December as well as responses to the Statutory consultation.

Chapter 17 - Summary

Page 4. Climate Change. AWS supports the mitigation measures of sourcing materials locally and identifying lower carbon options as part of procurement and this should include reducing the need for utility connections and the use of limited infrastructure capacity.

Exhibition Banners

The Project and What Happens Next banners. AWS considers that whilst the Beacon Fen NSIP should be capable of progressing from application to Secretary of State DCO being issued it is unlikely that an application submitted at the end of 2024 would receive consent in 2025 given the current timescales for each stage of the NSIP process. AWS would support an accelerated timescale for the Pre- Examination, Examination, Recommendation and Decision stages on the basis that parties had an agreed SoCG with the project at NSIP application submission stage.

Other matters

AWS now requires that all NSIP promoters enter into a Service Level Agreement (SLA) to cover the costs of supporting the project which are not at statutory stages of the NSIP process. I attach a draft SLA for your consideration which will need to be completed to cover the cost of planning, environmental assessment, property, and legal teams during pre-application and if necessary, during the Examination. The cost of work to support the project and then deliver either new water or wastewater connections or in diverting assets or similar capital works will be covered through separate agreements with the Beacon Fen project. Similarly, the work of the Anglian Water Reservoir team would not be subject to the SLA.

In conclusion, Anglian Water would want to minimise the disruption to customers and cost to the project of diverting, relocating and provision of water pipelines and infrastructure. Continued engagement would serve to enable pre-submission agreement on Protective Provisions for those assets within the proposed order limits, and the submission by Beacon Fen of an agreed Statement of Common Ground with Anglian Water. This in turn reduces the Examining Authority questions for statutory undertakers and removes the possible need for changes to the project during Examination. Please do not hesitate to contact d[redacted]nglianwater.co.uk as the AWS lead for the Beacon Fen NSIP application should you require clarification on the above response and prior to design fix and the application submission.

Yours sincerely,

[redacted]

Growth Strategy Manager

cc [redacted]wd-ltd.co.uk
[redacted]anglianwater.co.uk
[redacted]environment-agency.gov.uk
planningliaison@anglianwater.co.uk
awsestates@savills.com

Appendix 1 – Anglian Water Services template Protective Provisions

DCO PROTECTIVE PROVISIONS – SCHEDULE X PART Y: FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED

Application

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

Interpretation

80. In this Part of this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991;

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

"Anglian Water" means Anglian Water Services Limited;

"apparatus" means:

(a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;

(b) any drain or works vested in Anglian Water under the Water Industry Act 1991;

(c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

(d) any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian Water,

and

(e) includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

and for the purpose of this definition, where words are defined by section 219 of that Act, they shall be taken to have the same meaning

"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 all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;

Apparatus in stopped up streets

82.—(1) Where any street is stopped up under article 18 (permanent stopping up and restriction of use of streets and private means of access), where Anglian Water has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect

of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Anglian Water legal easements reasonably satisfactory to Anglian Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Anglian Water to require the removal of that apparatus under paragraph 85 or the power of the undertaker to carry out works under paragraph 87.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 17 (temporary alteration, diversion, prohibition and restriction of the use of streets), Anglian Water is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

83. The undertaker, in the case of the powers conferred by article 22 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land

84. 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

85.—(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 requires that Anglian Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until

(a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and

(b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 86.

(2) 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 Anglian Water 28 days' written notice of that requirement, together with a plan 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 an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water 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.

(3) 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 Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain

the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) 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 Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 54 (arbitration).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 54, and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (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.

(6) Regardless of anything in sub-paragraph (5), if Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

(7) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such “deemed consent” does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of Anglian Water or its contractors.

(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall, before taking or requiring any further step in such substitution works, use best endeavours to comply with Anglian Water’s reasonable requests for a reasonable period to enable Anglian Water to:

(a) make network contingency arrangements; or

(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

Facilities and rights for alternative apparatus

86.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker 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 are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 54 (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 Anglian Water

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 Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under the Environmental Permitting Regulations 2010 or other legislation.

Retained apparatus

87.—(1) Not less than 28 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 (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 85(2), the undertaker must submit to Anglian Water a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If Anglian Water in accordance with sub-paragraph (3) 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 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 85(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances, using its best endeavours to keep the impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum.

(7) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Anglian Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus:

(a) 4 metres where the diameter of the pipe is less than 250 millimetres;

(b) 5 metres where the diameter of the pipe is between 250 and 400 millimetres, and

(c) a distance to be agreed on a case by case basis and before the submission of the Plan under sub-paragraph (1) is submitted where the diameter of the pipe exceeds 400 millimetres.

Expenses and costs

88.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably incurred by Anglian Water 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 this Part of this Schedule.

(2) There must be deducted from any sum payable under subparagraph (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 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 54 (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 Anglian Water by virtue of subparagraph (1) must 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; 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 is to be treated as if it also had been agreed or had been so determined.

89.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 83 or 85(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative 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 must—

(a) bear and pay the cost reasonably incurred by Anglian Water in making good such damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty, or costs incurred by the undertaker,

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

(2) The fact that any act or thing may have been done by Anglian Water on behalf of the undertaker or in accordance with a plan approved by Anglian Water or in accordance with any requirement of Anglian Water or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Anglian Water fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

(3) 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 unlawful or unreasonable act, neglect or default of Anglian Water, its officers, servants, contractors, or agents.

(4) Anglian Water 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 (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Cooperation

90. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 85(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water's undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

91. Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it shall inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

92. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Anglian Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

93. The undertaker and Anglian Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.

[Note: the main provisions of the DCO may provide the undertaker with a right to connect to a public sewer. If so, although the connection may only be made with the consent of Anglian Water, such consent may not be unreasonably withheld. Disputes as to reasonableness are dealt with as disputes under section 106 of the Water Industry Act 1991 which preclude the issue of capacity being raised. Therefore, Anglian Water should be named as a consultee in

respect of the drainage strategy that the development must follow, which will usually be found in the Schedule concerning "Requirements". This will put Anglian Water in the same position as it would be in connection with a non-DCO development seeking connection under section 106 above.]

Appendix 3: Copy of Anglian Water's Protective Provisions Template

A428 DCO PROTECTIVE PROVISIONS – SCHEDULE 9 PART 7: FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED

Application

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

Interpretation

80. In this Part of this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991;

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

"Anglian Water" means Anglian Water Services Limited;

"apparatus" means:

(a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;

(b) any drain or works vested in Anglian Water under the Water Industry Act 1991;

(c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

(d) any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian Water,

and

(e) includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

and for the purpose of this definition, where words are defined by section 219 of that Act, they shall be taken to have the same meaning

"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 all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;

~~**On street apparatus**~~

~~81. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.~~ *[only for use where the undertaker has powers under part 3 of the New Roads and Street Works Act 1991]*

Apparatus in stopped up streets

82.—(1) Where any street is stopped up under article 18 (permanent stopping up and restriction of use of streets and private means of access), where Anglian Water has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Anglian Water legal easements reasonably satisfactory to Anglian Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Anglian Water to require the removal of that apparatus under paragraph 85 or the power of the undertaker to carry out works under paragraph 87.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 17 (temporary alteration, diversion, prohibition and restriction of the use of streets), Anglian Water is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

83. The undertaker, in the case of the powers conferred by article 22 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land

84. 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

85.—(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 requires that Anglian Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until

(a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and

(b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 86.

(2) 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 Anglian Water 28 days' written notice of that requirement, together with a plan 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 an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water 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.

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

(4) 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 Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 54 (arbitration).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 54, and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (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.

(6) Regardless of anything in sub-paragraph (5), if Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

(7) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such “deemed consent” does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of Anglian Water or its contractors.

(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall, before taking or requiring any further step in such substitution works, use best endeavours to comply with Anglian Water’s reasonable requests for a reasonable period of time to enable Anglian Water to:

(a) make network contingency arrangements; or

(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

Facilities and rights for alternative apparatus

86.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker 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 are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 54 (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 Anglian Water 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 Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under the Environmental Permitting Regulations 2010 or other legislation.

Retained apparatus

87.—(1) Not less than 28 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 (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 85(2), the undertaker must submit to Anglian Water a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If Anglian Water in accordance with sub-paragraph (3) 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 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 85(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances, using its best endeavours to keep the impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum.

(7) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Anglian Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus:

(a) 4 metres where the diameter of the pipe is less than 250 millimetres;

(b) 5 metres where the diameter of the pipe is between 250 and 400 millimetres, and

(c) a distance to be agreed on a case by case basis and before the submission of the Plan under sub-paragraph (1) is submitted where the diameter of the pipe exceeds 400 millimetres.

Expenses and costs

88.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably incurred by Anglian Water 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 this Part of this Schedule.

(2) There must be deducted from any sum payable under subparagraph (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 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 54 (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 Anglian Water by virtue of subparagraph (1) must 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; 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 is to be treated as if it also had been agreed or had been so determined.

89.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 83 or 85(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative 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 must—

(a) bear and pay the cost reasonably incurred by Anglian Water in making good such damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by the undertaker,

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

(2) The fact that any act or thing may have been done by Anglian Water on behalf of the undertaker or in accordance with a plan approved by Anglian Water or in accordance with any requirement of Anglian Water or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Anglian Water fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

(3) 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 unlawful or unreasonable act, neglect or default of Anglian Water, its officers, servants, contractors or agents.

(4) Anglian Water 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 (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Cooperation

90. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 85(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water's undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

91. Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it shall inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

92. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Anglian Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

93. The undertaker and Anglian Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.

[Note: the main provisions of the DCO may provide the undertaker with a right to connect to a public sewer. If so, although the connection may only be made with the consent of Anglian Water, such consent may not be unreasonably withheld. Disputes as to reasonableness are dealt with as disputes under section 106 of the Water Industry Act 1991 which preclude the issue of capacity being raised. Therefore, Anglian Water should be named as a consultee in respect of the drainage strategy that the development must follow, which will usually be found in the Schedule concerning "Requirements". This will put Anglian Water in the same position as it would be in connection with a non-DCO development seeking connection under section 106 above.]