

**Appendix 15.2 – DNO Connection Offers**

**Appendix 15.2.4 – Water DNO Connection Offer: Anglian Water\***

*\*Note – Cost sensitive information has been removed from all relevant appendices*



**Anglian Water  
Services Limited  
Developer Services  
Cotton Valley STW  
Pineham  
Milton Keynes  
MK15 9PA**

Tom Fox  
Hydrock Consultants Ltd  
Lobb Shippon,  
Plympton  
Plymouth  
PL7 5BP

Tel: 01908 453147

Our Ref: 10449635

15<sup>th</sup> May 2017

Dear Tom,

**RE: Land South of Milton Malsor, Nr Towcester Road, Milton Malsor**

We are pleased to provide you with our proposals for the above new water main scheme. Please find enclosed:

- The plan numbered 10449635 which details our proposals to serve this phase of your development.
- A **Cost Breakdown** detailing our calculations.
- A **Remittance Advice Note** – please complete and return to choose a payment option.
- A **Standard Undertaking** – please complete and return to accept our terms and conditions.
- Details of our standard **Terms & Conditions** for water mains.

This offer is valid for a period of 6 months. Any diversionary work will be dealt with under a separate job number. Quotations for individual service connections will follow on acceptance of this offer. Please ensure compliance with The Water Supply (Water Fittings) Regulations 1999. Further information is available on our website: <http://www.anglianwater.co.uk/household/water-supply/regulations>.

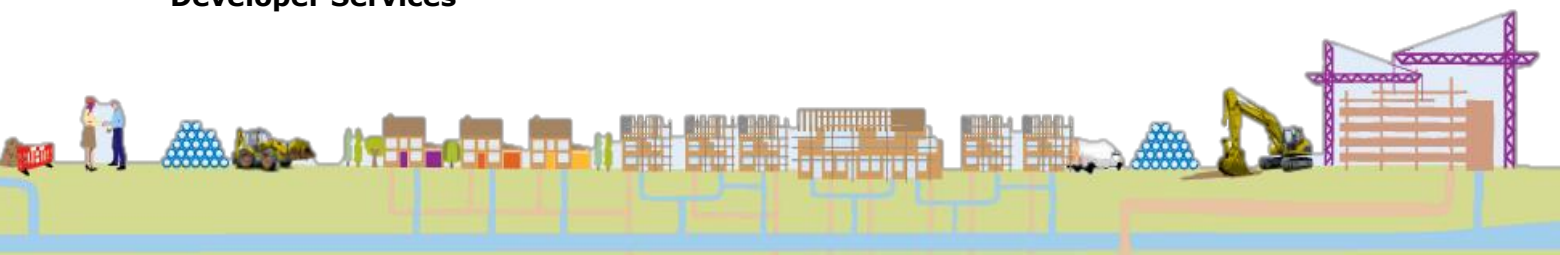
Please note that the design fee of ..... is either treated as a down-payment when the scheme goes ahead or is retained to cover the design costs should the scheme be cancelled.

In the event you should chose to appoint a nationally accredited 'Self-Lay Organisation' to lay the proposed water mains on your behalf, the Asset Payment due to Anglian Water on adoption of these assets is estimated to be ..... For further information please see our website: [www.anglianwater.co.uk/developers/selflay](http://www.anglianwater.co.uk/developers/selflay).

Please contact me on 01908 453147 if you have any comments or queries.

Yours Sincerely,

Kathryn Swain  
**Developer Services**



in respect to the deposit amount paid. This reconciliation will be conducted within 12 months of the completion of works covered under this requisition.

6. The Requisition will be subject to Anglian Water's Standard Terms and Conditions for Water Main Requisitions and the date for completion of the requisition ("the Completion Date") shall be determined in accordance with the Undertaking and those Terms and Conditions.

7. It is noted that Anglian Water will require at least 6 weeks notice that the site will be ready before you can commence any of the work, including any road crossing which might be necessary as part thereof, and, at least one week's notice after confirmation that the site is ready for work to commence. This delay will affect the Completion Date. If the delay exceeds six months from the date of this Remittance Advice Note, we note that the terms offered by Anglian Water will expire and we will need to request a new offer.

8. We also understand that this offer is based on the whole of the work detailed on the attached drawings being carried out in an uninterrupted period. Should the extent of the work be changed or the work be interrupted or delayed by our actions or requests, it is understood that this will delay the Completion Date and that additional costs may arise. We undertake to pay any such additional charges that may be invoiced.

9. The site will be available for main-laying to commence from:.....

10. Our contact for this work is:.....

Tel No:.....

Signature\*: .....

Date:.....

Name\*:.....\*Signatory to be the landowner, the occupier of the premises or their authorised representative

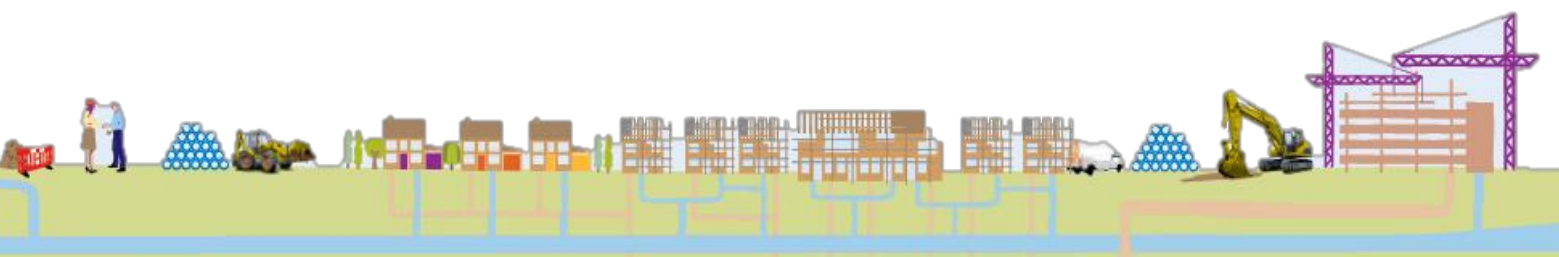
Business  
name:

.....

Business  
address:

.....

.....



3. The Requisitioner has agreed to give this Undertaking to Anglian Water and either has paid to Anglian Water a cash deposit (the receipt of which is now acknowledged) or has provided a bank guarantee in the form attached hereto for the amount of the Security as security for the discharge of this Undertaking.

UNDERTAKING:

The Requisitioner undertakes to pay Anglian Water either:

**\*tick where appropriate**

- ☐ in respect of each of the 12 years commencing on the first day of April following the provision of the new main, an amount not exceeding the relevant deficit (if any) calculated for that year in respect of that main, OR
- ☐ following the provision of the new main, an amount not exceeding the discounted aggregate deficit (if any) calculated in respect of that main

And, in either case, should the Security prove to be insufficient in the circumstances set out in paragraph (d) below, to pay Anglian Water such further sum as may be demanded by Anglian Water as an additional deposit or to provide such additional bank guarantee as may be required within 28 days of receipt of any such demand.

For the purpose of this Undertaking:-

- a. where the Requisitioner is more than one person this Undertaking shall be joint and several;
- b. the Completion Date shall be substituted for the period of 3 months referred to in S.44(1)(a) of the Act;
- c. the parties acknowledge that the requisition is subject to the Standard Terms and Conditions for Water Main Requisitions (a copy of which have been attached or can be provided on request); and
- d. the amount of the Security may be revised from time to time to take account of actual or anticipated final construction costs. If the Security is revised upwards, the Requisitioner shall provide additional security. If the Security is revised downwards, Anglian Water will within 28 days of such revision make the appropriate repayment to the Requisitioner or, if provided as a bank guarantee, shall agree to reduce such bank guarantee by the relevant amount.

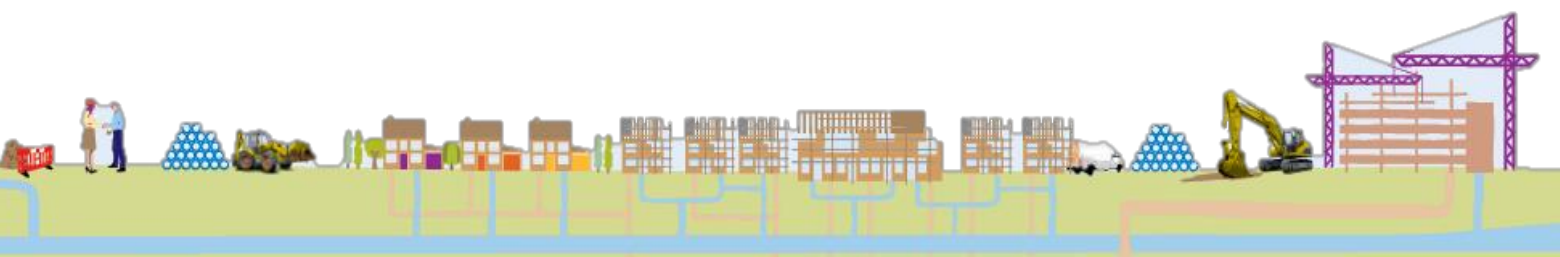
Signed by .....

on behalf of

Signed by .....

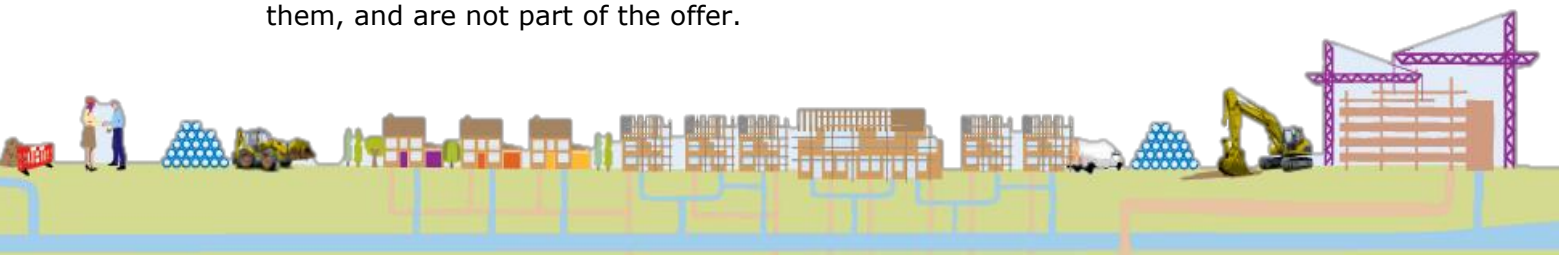
on behalf of

This the..... Day of ..... 20 .....



**STANDARD TERMS and CONDITIONS for WATER MAIN REQUISITIONS.****1. You (the Requisitioner) are responsible for:**

- Providing plans showing the full extent of the development and all the water service connections required.
- Providing the diagrams required under the Water Supply (Water Fittings) Regulations 1999 showing the proposed water supply system for each premises, including all water and terminal fittings.
- Providing details of any rain water harvesting and/or grey water recycling systems shall be installed in compliance with the relevant British Standards. (BS 8515 Rain Water Harvesting Systems, BS 8525-1 Grey Water Harvesting Systems).
- Providing the information required under the Construction (Design & Management) Regulations 2007
- Detailing any planned phasing, if applicable.
- Keeping the site clear of all obstructions to our work.
- Establishing kerb lines and levels and ensuring the position of ducts for service connections are clearly marked and exposed before work commences. (Costs given have been based on mainlaying taking place in a single visit or on pre-advised phasing of the work, with all ducts exposed.)
- Providing and laying clean supply pipes to the agreed position, with ends sealed to prevent contamination. Each supply pipe is to be clearly marked with the plot number it serves.
- Requesting a Building Water Supply sufficiently early to accord with your building programme.
- Carrying out the necessary testing, (including pressure testing) flushing, and disinfection of your water supply systems and, if necessary, the supply pipes.
- Compliance with the Water Supply (Water Fittings) Regulations 1999, the Construction (Design & Management) Regulations 1994 and all other legislation relevant to your work.
- Paying for the necessary water main and service connections applied for including, in the case of a wall mounted meter chamber connection, purchasing the chamber.
- Costs unless otherwise specified have been based on supplying 100mm of bed and surround to the water main and backfilling with as dug material. You are responsible for the cost of any additional imported backfill and removal of surplus from site. If highway specification is necessary and the excavated material is unsuitable to be placed back in the opening and imported backfill is required you will be responsible for the additional cost.
- Paying infrastructure charges, where applicable, for each premises connecting to water and/or sewerage services for the first time.
- The cost of any re-designs of water mains and services arising from changes to the original application.
- The cost of any changes occurring or unforeseen circumstances or obstructions which necessitate extra work or cause delay to Anglian Water.
- The cost of flushing the requisitioned water mains to prevent water quality problems arising until such time as the number of connections generates sufficient turnover of the water in the water main.
- The cost of repair or replacement of any of our pipework or apparatus damaged during the development of the site under your control.
- Ensuring any proprietary equipment to be used in the premises will operate satisfactorily at the minimum flow and pressure set out in current legislation.
- Where agreed, only using Anglian Water Approved Plumbers.
- Payment for the installation of new fire hydrants where the fire authority has made you responsible for provision of fire hydrants through a planning condition. These will be invoiced separately once the fire authority has accepted them, and are not part of the offer.



## 2. **We are responsible for:**

- Providing assistance with your application.
- Offering a suitable proposal and clarifying any details.
- Providing a choice of methods of finance.
- Agreeing a programme for mainlaying and, where applicable, service connections.
- Enforcing compliance with the Water Supply (Water Fittings) Regulations 1999.
- Ensuring that the flow and pressure in water service pipes meet current legislation.
- Providing information on the Construction (Design & Management) Regulations 2007
- Operating valves and other apparatus connected to water mains.
- The undertaking of inspections and the taking any necessary enforcement action as required by the Water Supply (Water Fittings) Regulations 1999.

## 3. **Payment Options:**

You may provide either:

### i) **Undertaking to pay the Relevant Deficit Payments with cash deposit or as security**

An Undertaking to guarantee that Anglian Water shall receive an annual income as a result of this scheme equal to the annual costs of a loan of the amount required to finance the total cost of the scheme (calculated in accordance with Section 43 of the Act) repayable over a 12 year period. Under this option, prior to the commencement of main-laying, the Developer is required to provide either a cash deposit or a bank guarantee as security for an amount not exceeding the discounted aggregate deficit.

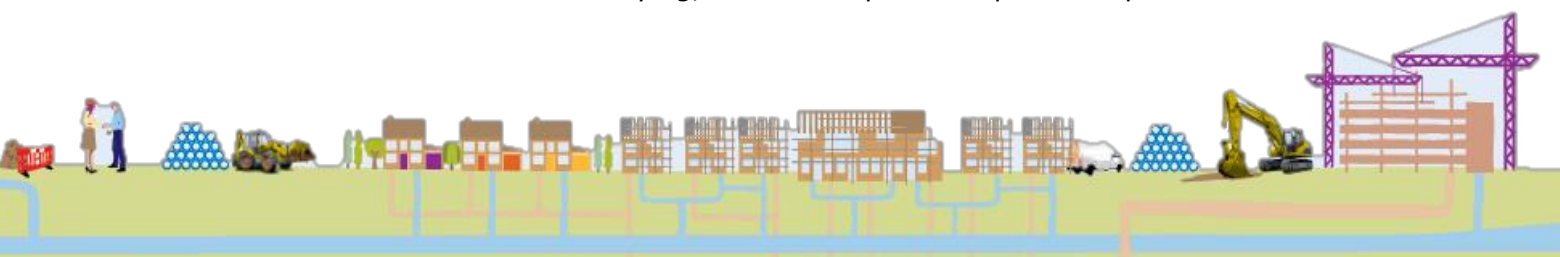
Each year, for a maximum period of 12 years, the Requisitioner will be required to pay any deficit between the income received from the properties connected to the main and the annual costs of the loan. VAT will be charged where applicable.

If a cash deposit has been provided, the payments will be deducted automatically from that deposit. The deposit balance will be held for the 12 year term or returned 6 months after the date when the annual income received through water charges from the connected properties exceeds the annual cost of the loan. Interest will be allowed on the balance of the deposit at the statutory rate approved by the Water Services Regulation Authority.

If a bank guarantee has been provided, the bond will be released six months after receipt of the final Relevant Deficit payment. If any Relevant Deficit payment is not received from the Requisitioner within 28 days, Anglian Water may call in the bank guarantee to secure payment of that and all future Relevant Deficit payments.

### ii) **Undertaking to pay the Discounted Aggregate Deficit with cash deposit or bond as security**

An Undertaking to guarantee payment to Anglian Water when the requisition has been completed of the Discounted Aggregate Deficit calculated in accordance with Section 43 of the Act. Under this option, prior to the commencement of main-laying, the Developer is required to provide either a





cash deposit or a bank guarantee as security for the amount of the Discounted Aggregate Deficit payment.

If a cash deposit has been provided, the payment will be deducted automatically from that deposit, whereupon any balance will be returned together with interest at the statutory rate approved by the Water Services Regulation Authority. If the cash deposit is insufficient to pay in full the Discounted Aggregate Deficit, Anglian Water will invoice the balance and payment will be due within 28 days of the invoice.

If a bank guarantee has been provided, the bond will be released on receipt of payment of the Discounted Aggregate Deficit. If payment is not received from the Requisitioner within 28 days, Anglian Water may call in the bank guarantee.

### **iii) Water Service Connections:**

Where service connections have been applied for and a budget price for these has been given, the details, terms and conditions and costs of individual connections will be confirmed later, under separate cover.

## **4. Completion Date**

**4.1** The date for completion of the requisition ("the Completion Date") shall be the date specified in the Undertaking Provided That:

**4.2** If the site was not ready for mainlaying work to commence when the Undertaking was returned or the site is not ready when work is due to begin, the Completion Date shall be extended by a similar period, namely, a period equal to the period between the date when the Undertaking was returned and the when the site is ready for mainlaying work to commence;

**4.3** in the event that:

**4.3.1** work needs to be carried out in a "street" as defined in the New Roads and Street Works Act 1991, as amended or replaced;

**4.3.2** a traffic regulation order is required under the Road Traffic Regulation Act 1998, as amended or replaced;

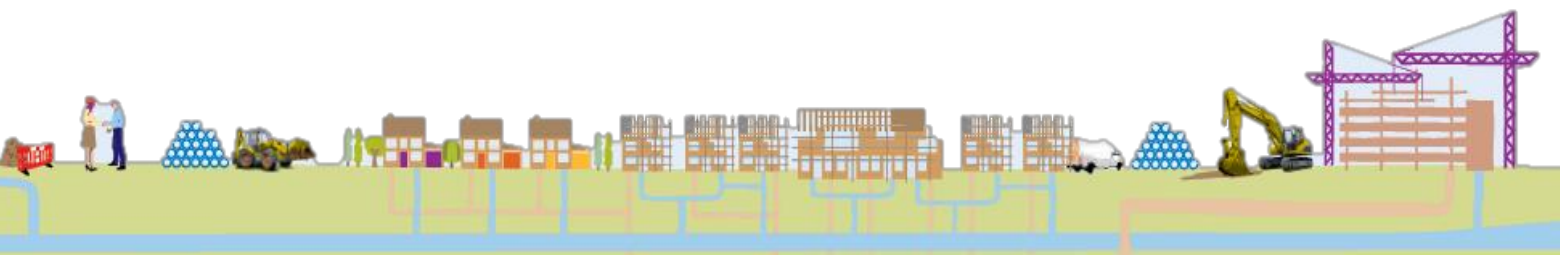
**4.3.3** consent is required from any person or body in respect of any of the work necessary in order to complete the requisition; or

**4.3.4** work is delayed due to operational issues with the existing water distribution network the Completion Date shall be extended by a similar period, namely, a period equal to the period between the date when the Undertaking was returned and date when work can commence after such requirements have been met;

**4.4** in the event that work cannot be carried out without interruption or is otherwise delayed by your actions or omissions or by any delays due to delays receiving goods or materials from third party suppliers, the Completion Date shall be extended by such period as is reasonable having regard to such interruptions, actions, omissions or delays.

## **5. Liability**

**5.1.** Subject to paragraph 5.2 below, in the event that additional costs are incurred by Anglian Water in carrying out the requisition because you (the Requisitioner) have not complied with your responsibilities set out in paragraph 1 of these terms and conditions, you will be liable to pay to Anglian Water the full amount of such additional costs.



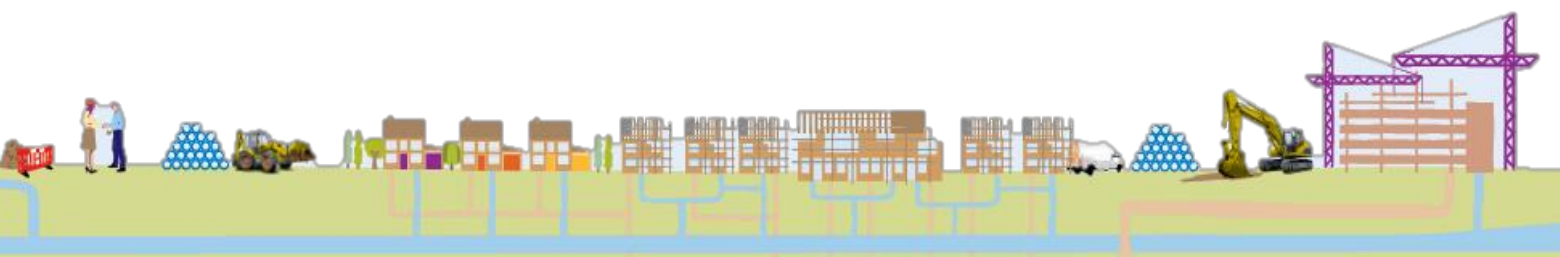
**5.2** In calculating the Relevant Deficit payments or Discounted Aggregate Deficit payment, no account shall be taken of any additional costs incurred by Anglian Water under paragraph 4.1 above.

**5.3** Notwithstanding the fact that the requisition has not been completed by the Completion Date Anglian Water shall not be liable if it has taken all reasonable steps and exercised all due diligence to complete the requisition by the said Completion Date.

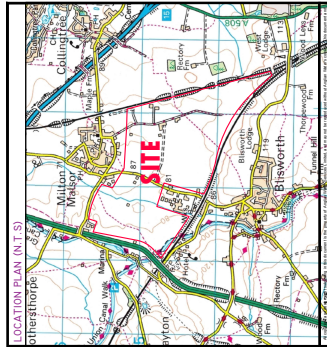
**5.4** Anglian Water's liability under the Undertaking, these Standard Terms and Conditions for Water Main Requisitions and under the Act shall be limited to the amount of the Relevant Deficit payments or the Discounted Aggregate Deficit payments as the case may be.

### **General**

- 6.** The Undertaking and these Standard Terms and Conditions for Water Main Requisitions shall be construed in accordance with the Act and, in particular, in accordance with sections 41 – 44 of the Act and English law and shall be subject to the exclusive jurisdiction of the English courts.
- 7.** References to the water main shall be taken as references to the water main being provided in response to the requisition and the costs of providing that water main shall include the items set out in section 43(4) of the Act;
- 8.** The Contracts (Rights of Third Parties) Act 1999 does not apply to the requisition.






[illegible]

UTILITIES						
UTILITY	GAS	ELEC	BT	CABLE	SEWER	LINESEARCH
IN WORKING AREA?	Y	Y	Y	N	Y	Y

**LEGEND**

FITTINGS



The legend shows four types of fittings represented by symbols on a horizontal line: a circle, a cross (X), a triangle, and a square.

MAINS	EXISTING MAINS	EXISTING / OTHER MAINS PROPOSALS	MAINS TO BE Laid BY FRESHLAND
WASHOUT	SLUDG VALVE	NON-RETURN VALVE	TAP

The legend consists of five horizontal colored bars with labels below them:

- Branched Main**: Represented by a red bar.
- Main to be Abandoned**: Represented by a black bar.
- Service Pipes (Indicative)**: Represented by a blue bar with a vertical tick mark at each end and a central dot.
- Existing Sewerage**: Represented by a green bar.
- Proposed Sewerage**: Represented by a magenta bar.

AT DETAILS	
A	INSTALL AND CLOSE A NEW VALVE & CUT IN CONNECTION ONTO EXISTING 10" AC.,
A - D	1 A.W.A. Draw no. 225, same as DE

A - D	LAY 0.00M OF 2.05MM ALP
B	BACK TO BACK CONNECTION ONTO 2.05MM ALP
B - C	LAY 2.05M OF 2.05MM ALP
C - D	LAY 3.20M OF 2.05MM ALP

D - DD	LAY 22M OF 180MM ALP
D - E	LAY 11M OF 225MM ALP
E - EE	180MM SPUR

E - F	LAY 193M OF 225MM ALPIE
F - F	LAY 22M OF 180MM ALPIE
F - G	LAY 140M OF 225MM ALPIE
G - G	188 Paved - 5 m in dia

G - H	LAY 9M OF 225MM ALPE
H - HH	180MM SPUR
H - J	LAY 104M OF 180MM ALPE

J - JJ	LAY 20M OF 180MM ALPE
J - K	LAY 8M OF 180MM ALPE
C - L	LAY 10M OF 225MM ALPE

L = M	LAY 204M OF 180MM ALPE
M = MM	180MM SPUR
M = N	LAY 11M OF 180MM ALPE
N = NN	180MM SPUR

N = NN	180MM SPUR
N = P	LAY 9H OF 180MM ALPE
L = Q	LAY 29H OF 225MM ALPE
O = R	LAY 67H OF 180MM ALPE

Run	Sample	Concentration (g/L)	Temperature (°C)	Time (min)	Viscosity (Pa·s)	Flow Rate (mL/min)	Pressure (bar)
R - RR	180M SAUR	1.0	180	10	0.15	1.0	1.0
R - S	LAY 180H OF 180M ALPE	1.0	180	10	0.15	1.0	1.0
S - SS	180M SAUR	1.0	180	10	0.15	1.0	1.0

S - T	LAY 8M OF 180MM ALPE
Q - U	LAY 60M OF 225MM ALPE
U - V	LAY 44.5M OF 180MM ALPE

V - VV	180MM SPUR
V - W	LAY 8M OF 180MM ALPE
U - X	LAY 958M OF 180MM ALPE

X - XX	180MM SPUR
X - Y	LAY 6M OF 180MM ALPE
Y - YY	180MM SPUR

[illegible]

A	FIRE HYDRANTS ADDED		JC	27/06/17	
REV	DETAILS		BY	DATE	

love every drop

**anglianwater** 

DEVELOPER SERVICES - MAINS WEST

SCHEME

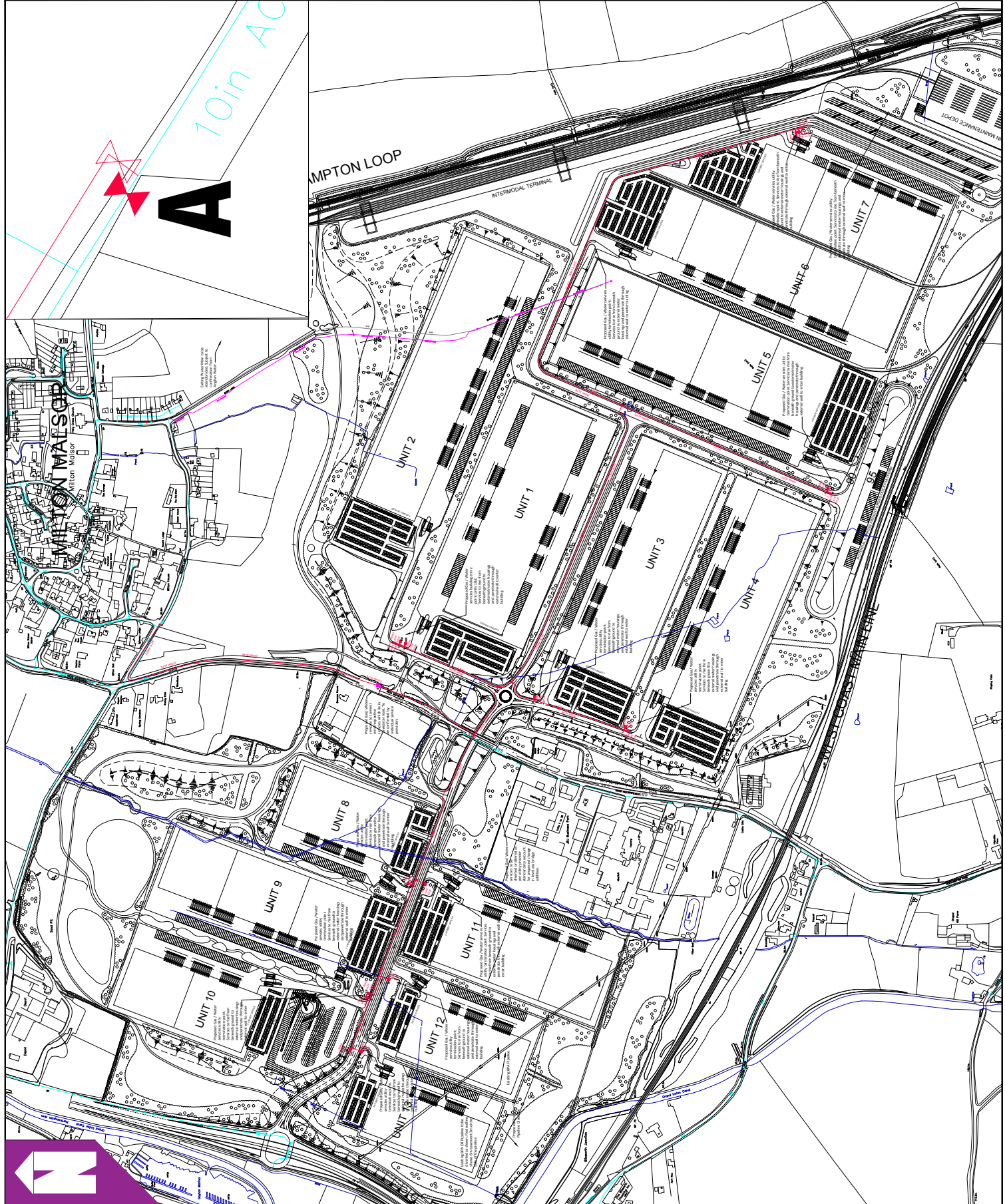
**PROPOSED MAINS**

COTTON VALLEY STW, TONGMELL STREET, PNEUMAT, MILTON KEYNES, MK15 9PA  
TEL: 01908 453179 | FAX: 01908 453194 | E-MAIL: MAINSWEST@NGLIANNA.TER.CO.UK

LAND SOUTH OF MILTON MALSOR NN7 3AA  
HYDROCK CONSULTANTS LTD

DESIGNED: N. SWAIN	DATE: 26 MAR 2017	CHECKED: N. PESRETT	DATE: 30 MAR 2017
DRAWN: K. SWAIN	DATE: 26 MAR 2017	APPROVED: J. WEBSTER	DATE: 30 MAR 2017
SCALE: 1:2500	A0		GRID REF: SP-7318-54926

DRAWING NO	10449635	REV	A
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**DEVELOPER SERVICES - MAINS WEST**  
VALLEY STW, TONGWELL STREET, PINEHAM, MILTON KEYNES, MK15 9  
153179 | FAX: 01008 453194 | E-MAIL: MAINSWEST@ANGEL.NAWATER

## PROPOSED MAINS

D SOUTH OF MILTON MALSOR NN7 3AA  
HYDROCK CONSULTANTS LTD

IN	DATE: 26 MAR 2017	CHECKED: N/PESNETT	DATE:
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IN	DATE: 28 MAR 2017	APPROVED: J. WEBSTER	DATE:
A0		GRID REF: SP-7318-54928	

449635