

Scale

1 : 1000@A3

User ID

utilityreport@tech

Date

24/09/2018

Grid Ref.

Easting: 360121  
Northing: 223716

Internal Use Only

Low Pressure

Medium Pressure

Intermediate Pressure

High Pressure

Design Pipes

Abandoned

Valve

Open of

Close

Change

Change

0

25

50

Meters

TITLE: GRS05259

The plan shows three pipes owned by Wales & West Utilities (WVU) in its role as a Licensed Gas Transporter (GTL). The information shown on this plan is derived from historic information and may have involved re-surveying plans, and the accuracy of it cannot be guaranteed. Service pipes, valves, syphons, state connections, etc. may not be shown but their presence should be anticipated. No warranties are therefore given in respect of it. WVU, its employees and contractors do not accept any liability for any inaccuracy or incompleteness in it.

You must use safe digging practices, in accordance with HSG 47, to establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you or near gas apparatus. The information shown on this plan should not be used beyond 28 days from the date of issue of this plan as it is subject to updating.

The plan also provides indications of gas pipes owned by other GTs, or otherwise privately owned, which may be present in this area. This information is not information of WVU and WVU is unable to verify this information or to confirm whether it is accurate or complete. It is supplied voluntarily to assist the user in determining whether to make contact with other GTs or others. The user must obtain such information from the other GT or person concerned. WVU, its employees and contractors do not accept any liability for this information or any inaccuracy or incompleteness in it.

Wales & West Utilities

Wales and West Utilities Ltd, Wales and West House, Spooner Close, Caeffwrdd, Cardiff, CF23 5EF

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# Wales & West Utilities Limited

## General Conditions to be observed for the Protection of Apparatus and the Prevention of Disruption to Gas Supplies.

General conditions affecting the design, construction or maintenance of services and/or structures or other works in the vicinity of Wales & West Utilities (WWU) plant, pipelines and associated installations:

These general conditions apply only to the gas apparatus and pipes operated by WWU. It is possible that there may be other gas transporters with apparatus in the vicinity, therefore you should ensure that you have made enquiries of them and have complied with their requirements.

### 1. GRAPHIC REPRESENTATION OF GAS MAINS

Any plans supplied or marked up by WWU will indicate the **APPROXIMATE** location of its apparatus. This information is provided as a general guide only; its accuracy cannot be guaranteed and is given without obligation or warranty. Service pipes are not shown but their presence should be anticipated. No liability whatsoever is accepted by WWU, its agents or servants for any error, omission, discrepancy or deviation. Plans on site should be current, i.e. no older than 28 days from the date of issue. Gas pipes owned by other Gas Transporters, or otherwise privately owned, may be present in this area (pink areas indicated on our plans). Information with regard to such pipes should be obtained from the relevant owners.

Should you require assistance on site locating WWU apparatus, please contact our Plant Protection Team on **02920 278912**.

### 2. METHODS OF WORKING

The following methods of work shall not normally be permitted within the limits of distance indicated (relative to the established pipe position). Any variances must have consent from WWU before works commence on site:

Mechanical Excavation	<b>3m (1m for low pressure mains)</b>	Hydraulic Testing	<b>8 m</b>
Piling / Pile removing / Boring	<b>15m</b>	Welding or other hot works*	<b>15m</b>
Directional Drill Operations	<b>15m</b>	Explosives	<b>250m</b>

\* NOTE: Welding or other hot works involving naked flames shall be carried out at a safe distance to the satisfaction of a WWU Engineer. A check should be made prior to the commencement of works, to ensure a gas free atmosphere exists. It is also necessary to monitor the atmosphere at regular intervals for the duration of the works. In no case shall such activities take place in any Wales & West Utilities Easement without the written consent and in the presence of a WWU representative.

WWU must be consulted prior to carrying out any excavation work within **10m** of any above or below ground gas installations or pipeline. No excavation works may commence within **50m** of a High Pressure or Very High Pressure Pipeline unless the pipeline has been located by tracing and its precise route identified.

In addition to the above methods of working, WWU must be contacted prior to any External Wall Installation (EWI) schemes, proposed solar farms and wind turbine installations.

No work shall be undertaken near, nor heavy plant or equipment moved over, any gas pipeline or apparatus until all of the conditions specified by WWU have been complied with.

Where WWU have apparatus in the vicinity of your work, any damage to it could have serious consequences. In view of this and in the interests of safety, a meeting should be arranged before the commencement of work on site between WWU representatives, representatives of the promoting authority, the contractors and any other interested parties. At this meeting the suggested program of site works and plant safety should be discussed. It is essential that this meeting is convened well in advance of commencement on site. Access to WWU plant and facilities for inspection by WWU staff must not be affected. Where formal consent has been given, **A MINIMUM OF SEVEN DAYS NOTICE IS REQUIRED** before carrying out work in WWU easements, or the appropriate notice under the New Roads & Street Works Act (NRSWA) where existing plant is situated within the public highway.

Further guidance can also be sought from the document **HS(G)47 – Avoiding Danger from Underground Services** from the HSE website.

### 3. PROXIMITY OF OTHER PLANT

A minimum clearance of **600 millimetres (mm)** should be allowed between all plant being installed and an existing gas main operating above 2 bar medium pressure (MP), whether the adjacent plant is parallel to or crossing the gas pipe. For mains operating at MP or below, this distance can be reduced to 300mm. **NO APPARATUS SHOULD BE LAID OVER AND ALONG THE LINE OF A GAS PIPE, IRRESPECTIVE OF CLEARANCE.**

No manhole or chamber shall be built over or around a gas pipe and no work should be carried out which results in a reduction of cover or protection over a pipe without consultation with and the agreement of WWU staff.

### 4. PROTECTION

Where any works cross or run in close proximity to WWU apparatus, periodic visits must be made by a WWU engineer. His requests for protection or support to the apparatus shall be immediately observed.

Suitably designed crossing points are to be constructed to the satisfaction of a WWU Engineer. These crossing points shall be clearly indicated by the erection of bunting and crossings at other places should be prevented.

Backfill material adjacent to WWU apparatus shall be soft fill or sand, containing no stones, bricks, or lumps of concrete etc., placed to a minimum 150mm around the mains and is to be well compacted by hand. No power consolidation shall take place above the main until 300mm of soft fill has been compacted by hand.

# Wales & West Utilities Limited

## 5. DAMAGE TO COATINGS

Where a gas pipe is coated with special wrapping and this is damaged, even to a minor extent, WWU must be notified so that repairs can be made to prevent future corrosion and subsequent leakage. **WHERE MINOR DAMAGE TO COATING IS REPORTED TO WWU PRIOR TO BACKFILL, THE NECESSARY REPAIR WILL BE MADE FREE OF CHARGE.**

## 6. CATHODIC PROTECTION

Where WWU apparatus is cathodically protected either by sacrificial anode or impressed current systems and where new apparatus is to be laid and is to be similarly protected, WWU will require to carry out interaction tests to determine whether its own system is adversely affected. The cost of any mutually agreed remedial action will be recharged to the authority installing the new apparatus. If any bond wires, test leads etc., used in connection with cathodic protection systems are damaged or found to be in poor condition, broken or disconnected, WWU must be notified prior to backfilling so that a repair can be made.

## 7. HOT WORKS

Even when a gas free atmosphere exists care must be taken when carrying out hot works in close proximity to gas plant in order to ensure that no damage occurs. Particular care must be taken to avoid damage by heat or naked flames to plastic gas pipes or to the protective coatings on other pipes.

## 8. DEMOLITION

Live gas services must be disconnected **PRIOR** to demolishing any property, arrangements must be made for WWU to check for the presence of any live gas services.

## 9. TREE PLANTING

WWU must be contacted prior to all tree-planting works above or near our apparatus. Further information can then be made available.

## 10. DEEP EXCAVATIONS

Any work involving deep excavations (1.5m or more) will be subject to the "Model Consultative Procedure for Pipeline Construction involving Deep Excavations". This may require the diversion of WWU apparatus prior to the commencement of your works. Detailed plans and cross sections will be required in order to determine the effect of these works on WWU apparatus.

## 11. RENEWABLE ENERGY INSTALLATIONS

Wind Turbines – WWU must be advised of any planned development of wind turbines in the vicinity of an above 2 bar gas pipelines to ensure the development does not impact on the future safe operation of the pipeline. Industry guidance states that any wind turbine must be sited no closer than 1.5 times the proposed height of the turbine mast away from the nearest edge of the pipeline.

Solar Farms – WWU must be contacted regarding planned solar farms being considered in the vicinity of WWU gas pipelines.

EWI – WWU must be contacted regarding any EWI scheme to ensure the scheme does not impact upon WWU's apparatus.

## 12. LEAKAGE FROM GAS MAINS OR SERVICES

If damage or leakage is caused or an escape of gas is smelt or suspected the following action should be taken at once:

- Remove all personnel from the immediate vicinity of the escape.
- Inform the 24hr Gas Emergency Service on **0800 111 999**
- Prevent any approach by the public, prohibit smoking, and extinguish all naked flames or other sources of ignition for at least 15 metres from the leakage. Do not operate any electrical switches in the vicinity of the escape.
- Assist gas personnel, Police and/or Fire Services as requested.

**IN THE EVENT OF A LEAK, OBSERVE THE ABOVE BUT DO NOT ATTEMPT TO SEAL THE LEAK  
REMEMBER - IF IN DOUBT; SEEK ADVICE FROM WWU**

## 13. BUILDING PROXIMITIES

There are minimum proximity distances for buildings from WWU mains depending on both the operating pressure and the material of the main. Advice should be sought from WWU prior to building works taking place to confirm these distances. For High Pressure pipelines you must seek further guidance from the HSE and Local Authority Planning team regarding their PADHI distances regarding building proximities as these may be in addition to WWU proximity distances for a pipeline.

Temporary buildings should not be placed above any gas pipe or within 3.0 metres of mains operating above 75mbar (medium, intermediate and high pressure mains) during construction activities and in no circumstances should permanent structures be built over any pipe transporting gas.

## 14. SITE RESPONSIBILITIES

All costs incurred by WWU for the repair of direct or consequential damage to gas plant will be rechargeable (with the exception of paragraph 5). WWU reserves the right to divert any affected apparatus or alternatively specify suitable protection of its apparatus. If proved necessary during the course of site works, the cost of which will be chargeable.

The above requirements do not relieve you of the responsibility of taking all precautions necessary to safeguard the Company's plant and to avoid risk to persons and property. The persons for whom the works are being undertaken, their servants, agents and contractors shall indemnify WWU servants, agents and contractors against any loss, damage, expenses, claims and actions incurred or brought against Wales & West Utilities, its servants, agents and contractors in consequence of the provision of these works and activities associated therewith or ancillary thereto.

## KEY TO MAPS

LP	Low Pressure	CI	Cast Iron
MP	Medium Pressure	SI	Spun Iron
IP	Intermediate Pressure	DI	Ductile Iron
HP	High Pressure	PE	Polyethylene
		ST	Steel

**ADDITIONAL GENERAL CONDITIONS, WALES & WEST UTILITIES LTD.  
WORKING IN THE VICINITY OF GAS MEDIUM PRESSURE PIPES/APPARATUS**

<b>1. Site Details</b>
Location:
Date of works:
Enquirer details: Name, address and contact details:

**\*Sign to confirm controls in place**

<b>2. Planning the Work</b>	<b>Signed*</b>
<ol style="list-style-type: none"> <li><b>Current</b> gas plans, i.e. no older than 28 days from the date of issue, must be available to relevant personnel on site prior to work starting.</li> <li>Use other signs to assist identification of the presence of gas apparatus, such as valve boxes, meter boxes, above ground gas installations and marker posts.</li> <li>Refer to the "General Conditions to be observed for the Protection of Apparatus and the Prevention of Disruption to Gas Supplies" for instructions relating to work in the vicinity of Wales &amp; West Utilities' ("WWU") plant.</li> <li>Your method of work must incorporate any guidance provided by WWU or its representatives.</li> <li>You should appoint suitably competent operatives to locate and mark the position of underground gas apparatus in accordance with this document and advice provided by WWU.</li> <li>Ensure you have and make use of the contact details of a local WWU Plant Protection representative.</li> </ol> <p><b>Gas plans show only those pipes owned by WWU. Service pipes, valves, siphons, stub connections, etc. may not be shown but their presence should be anticipated.</b></p>	

<b>3. Before Starting Work</b>	<b>Signed*</b>
<ol style="list-style-type: none"> <li>Contact the WWU Plant Protection on 02920 278912 to determine if a site visit is required.</li> <li>Pipe locating equipment <b>must</b> be used in all modes in conjunction with the gas plans.</li> <li>Signals received must be marked by your operatives on the ground well beyond the proposed work area.</li> <li>Brief all persons on site regarding the location of gas pipes and the precautions necessary.</li> </ol>	

<b>4. When Starting Work</b>	<b>Signed*</b>
<ol style="list-style-type: none"> <li>Hand dig trial holes to confirm the position and depth of gas pipes within the affected area prior to any mechanical excavation.</li> <li>Mechanical excavation must not be used within any exclusion zones marked around WWU apparatus. Hand held power tools must <b>not</b> be used within 500mm of the confirmed position.</li> <li>When hand digging within 500mm of gas pipes, spades and shovels should be used. Picks, forks and pins must <b>not</b> be used.</li> <li>Bars may only be used as a lever to loosen large rocks.</li> <li>Repeat the use of pipe locating equipment as excavation progresses.</li> <li>Do not use gas pipes as a step. Support long spans (&lt;3m) and protect them from falling objects.</li> <li>When backfilling, surround gas pipes with fine backfill. Compaction with hand tools to 300mm above the pipe must take place before using mechanical vibratory equipment (NRSWA CoP)</li> <li>During excavation appropriate PPE must be worn.</li> <li>WWU operates gas pipes/apparatus at different pressure regimes. Unless advice specific to your works is provided by WWU to the contrary, all gas pipes/apparatus shall be treated in accordance with this document.</li> </ol> <p><b>If the above controls cannot be implemented, immediate guidance must be sought from WWU. Contact your local WWU engineer or the Plant Protection Team on 02920 278912.</b></p>	

<b>5. Gas escapes/Damage to Gas Pipes</b>
<p>If an escape of gas has taken place or is suspected, immediately remove all personnel from the immediate vicinity of the escape, inform the <b>24hr GAS EMERGENCY SERVICE</b> on <b>0800 111999</b>, prevent any approach by the public, extinguish all naked flames or other sources of ignition for at least 15 metres from the escape.</p> <p>Any instances of damage to gas pipes or apparatus should be reported immediately to WWU. Although no immediate gas escape has occurred, the damage may allow a later escape of gas to take place. Additionally, minor damage to gas pipes or apparatus that is not dealt with immediately by WWU may result in a later failure of the plant.</p>

**IF IN DOUBT CONTACT THE PLANT PROTECTION TEAM ON 02920 278912**

**This document must be completed prior to working in the vicinity of gas pipes and apparatus**





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SPECIFICATION FOR

**SAFE WORKING IN THE VICINITY OF PIPELINES AND  
ASSOCIATED INSTALLATIONS OPERATING ABOVE 2  
BARG - REQUIREMENTS FOR THIRD PARTIES**

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**JUNE 2013**





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## FOREWORD

This Specification was approved, by Chris Clarke, Director of Asset Management and HS&E Dept on 21<sup>st</sup> June 2013 for use by managers, engineers and supervisors throughout Wales & West Utilities Limited.

Documents are revised, when necessary, by the issue of new editions. Users should ensure that they are in possession of the latest edition by referring to the document library available on the company intranet.

Compliance with this document does not confer immunity from prosecution for breach of statutory or other legal obligations.

## BRIEF HISTORY

First published as T/SP/SSW22 Editorial update to reflect merger October 2002 Revised and reissued. Revised and Reissued as T/SP/SSW/22 Editorial update to comply with GRM	October 2001 November 2002 November 2003 June 2004 August 2004	EPSC/L01/283  EPSC/A03/10125 EPSC/T04/1209
Document revised to remove reference to Transco and replace with WWU Ltd.	May 2006	
Document revised to reflect WWU management structure, include IP pipelines and update letters	April 2013	

## KEY CHANGES (Identify the changes from the previous version of this document)

Section	Amendments
1	Scope extended from any pipe operating above 7bar to above 2bar gauge
5 & 6	References added to T/PR/P/18
8	References added to wind turbine development near pipelines

## USE

This document is provided by Wales & West Utilities Limited for information and reference.

## MANDATORY AND NON-MANDATORY REQUIREMENTS

In this document:

**must:** indicates a mandatory requirement.

**should:** indicates best practice and is the preferred option. If an alternative method is used then a suitable and sufficient risk assessment must be completed to show that the alternative method delivers the same, or better, level of protection.





# **SPECIFICATION FOR SAFE WORKING AND DEVELOPMENT IN THE VICINITY OF PIPELINES AND ASSOCIATED INSTALLATIONS OPERATING ABOVE 2 BARG - REQUIREMENTS FOR THIRD PARTIES**

## **INTRODUCTION**

This specification is for issue to third parties carrying out work in the vicinity of high pressure gas pipelines (above 2 bar gauge) and associated installations and is provided to ensure that individuals planning and undertaking work take appropriate measures to prevent damage.

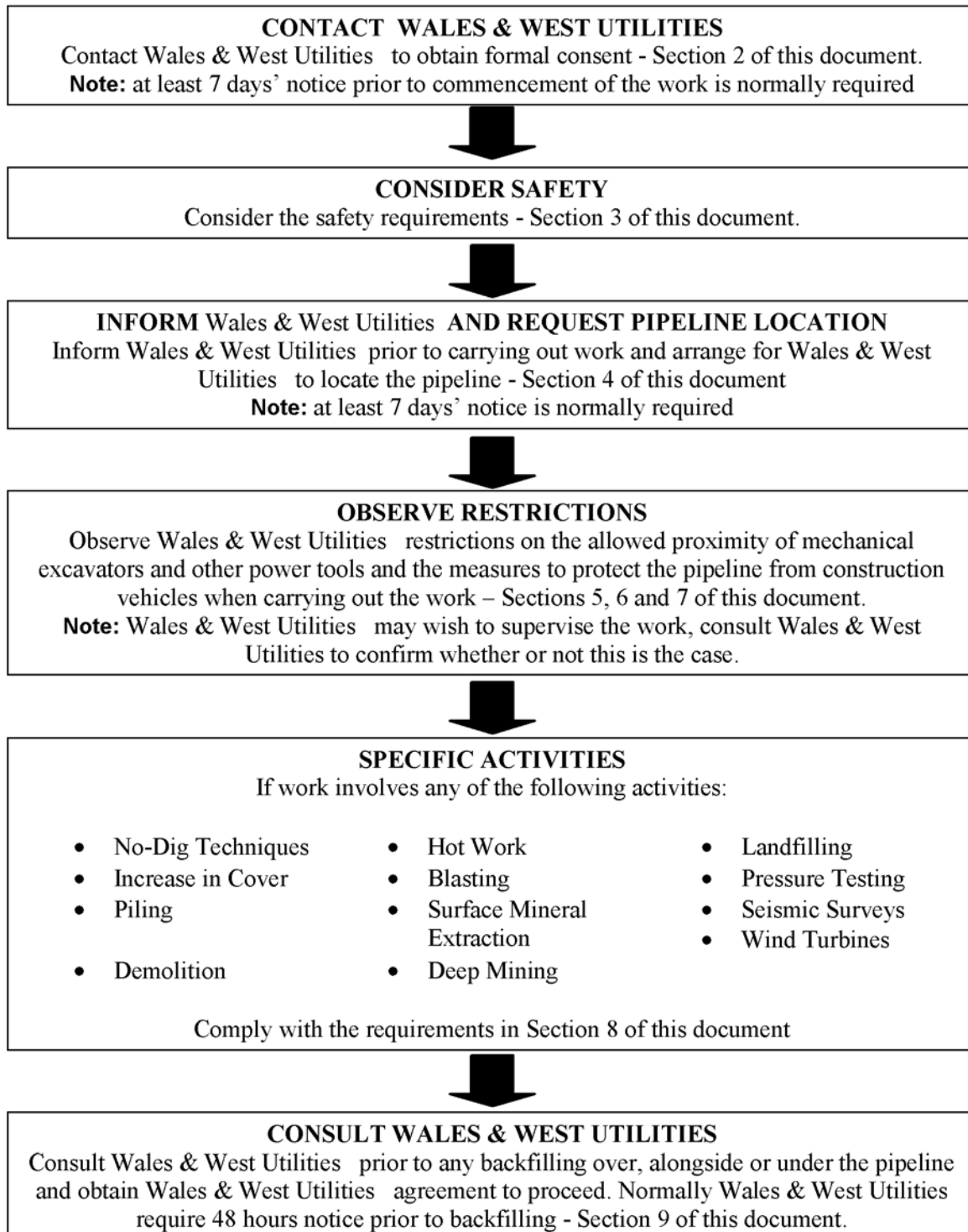
Any damage to a high-pressure gas pipeline or its coating can affect its integrity and can result in failure of the pipeline with potential serious hazardous consequences for individuals located in the vicinity of the pipeline if it were to fail. It is therefore essential that the procedures outlined in this document are complied with when working near to a high pressure, above 2 bar gauge, pipeline. If any work is considered by Wales & West Utilities to be in breach of the requirements stipulated in this document then the Wales & West Utilities responsible person will suspend the work until the non-compliances have been rectified.

The Pipelines Safety Regulations state that “No person shall cause such damage to a pipeline as may give rise to a danger to persons” (Regulation 15). Failing to comply with these requirements could therefore also result in prosecution by the Health and Safety Executive (HSE).

The requirements in this document are in line with the requirements of the IGE (Institution of Gas Engineers) recommendations IGE/SR/18 Edition 2 - Safe Working Practices To Ensure The Integrity Of Gas Pipelines And Associated Installations and the HSE’s guidance document HS(G)47 Avoiding Danger from Underground Services.

It is the responsibility of the third party to ensure that any work carried out also conforms with the requirements of the Construction and Design Management Regulations and all other relevant health and safety legislation.

**WHEN CARRYING OUT WORK IN THE VICINITY OF A HIGH PRESSURE PIPELINE  
FOLLOW THE FOLLOWING PROCESS**



**IMPORTANT:** This flowchart should be used in conjunction with the entire SSW22 document and not in isolation, AND if at any time during the works the pipeline is damaged even slightly then observe the precautions in Section 10 of this document.

**IF IN DOUBT CONTACT Wales & West Utilities**

## **1. SCOPE**

This specification sets out the safety precautions and other conditions affecting the design, construction and maintenance of services, structures and other works in the vicinity of Wales & West Utilities pipelines and associated installations operating at pressures greater than 2 bar gauge, located in both negotiated easements (see Section 12), in public highways and within the wider area of interest around a pipeline.

## **2. FORMAL CONSENT**

High pressure pipelines are generally laid across country within an easement agreed with the landowner or within the highway.

As the required arrangements for working within an easement and working within the highway differ, this document has been structured to highlight the specific requirements for these two types of area where work may be carried out.

Generally, normal agricultural activities are not considered to affect the integrity of the pipeline, however consult Wales & West Utilities prior to undertaking deep cultivation in excess of 0.5m.

In all other cases no work shall be undertaken in the vicinity of the pipeline without the formal written consent of Wales & West Utilities.

Any documents, handed to contractors on site by Wales & West Utilities must be signed for by the site manager. Wales & West Utilities will record a list of these documents using the form in Appendix A, and the contractor should maintain a duplicate list.

### **2.1 Within an Easement**

The promoter of any works (see Section 12) within an easement must provide Wales & West Utilities with details of the proposed works including a method statement of how the work is intended to be carried out.

Work must not go ahead until formal written consent has been given by Wales & West Utilities. This will include details of Wales & West Utilities protection requirements, contact telephone numbers and the emergency telephone number.

On acceptance of Wales & West Utilities requirements the promoter of the works must give Wales & West Utilities 7 working days' notice, or shorter only if agreed with Wales & West Utilities, before commencing work on site.

### **2.2 Within the Highway**

Work must be notified to Wales & West Utilities in accordance with the requirements of The New Roads and Street Works Act (NRSWA) and HS(G)47.

The promoter of any works within the highway should provide Wales & West Utilities with details of the proposed works including a method statement of how the work is intended to be carried out. This should be submitted 7 working days before the planned work is to be carried out or shorter, only if agreed with Wales & West Utilities. If similar works are being carried out at a number of locations in close proximity a single method statement should be adequate.

Work should not go ahead until formal written consent has been given by Wales & West Utilities. This will include details of Wales & West Utilities' protection requirements, contact telephone numbers and the emergency telephone number.

### **2.3 Within the Area of Interest**

Certain other activities, such as the development of adjacent land with buildings, or other constructions which may have an impact on the safe operation of above 2 bar gauge pipelines, must also be notified to Wales & West Utilities, for example the construction of wind turbines, masts or aerials.

Developers should ensure early consultation with Wales & West Utilities in respect of such development, rather than relying on local authority planning consultation, which may lead to substantial late changes to design or constraints on the planned development.

## **3. HS&E CONSIDERATIONS**

### **3.1 Safe Control of Operations**

All working practices must be agreed by Wales & West Utilities prior to work commencing. All personnel working on site must be made aware of the potential hazard of the pipeline and the actions they should follow in case of an emergency. The Site Document Control Form (Appendix A) should be used to record the list of relevant documents that have been provided by Wales & West Utilities to the contractor.

### **3.2 Deep Excavations**

Special consideration should be given to the hazards associated with deep excavations. The HSE document CIS08 'Safety in Excavations' provides further guidance and is available on the HSE web site [www.hse.gov.uk](http://www.hse.gov.uk)

### **3.3 Positioning of Plant**

Mechanical excavators must not be sited or moved above the pipeline unless written authority has been given by the Wales & West Utilities responsible person.

Mechanical excavators must not dig on one side of the pipeline with the cab of the excavator positioned on the other side.

Mechanical excavators and other traffic must be positioned far enough away from the pipeline trench to prevent trench wall collapse.

### **3.4 General**

Activities associated with working in the vicinity of pipelines operating above 2 bar gauge may have impact on the safety of the general public, Wales & West Utilities staff and contractors, and may affect the local environment. Contractors must carry out suitable and adequate risk assessments prior to the commencement of work to ensure that all such issues are properly considered and risks mitigated.

## **4. PIPELINE LOCATING**

The third party should give 7 working days' notice (or shorter as agreed with Wales & West Utilities) to ensure that the pipeline is suitably located and marked out by Wales & West Utilities prior to the work commencing.

Prior to work commencing on site the pipeline must be located and pegged or suitably marked out by Wales & West Utilities personnel. In exceptional circumstances with the prior agreement of Wales & West Utilities the locating and marking out of the pipeline could be carried out by competent third parties on behalf of the contractor as long as Wales & West Utilities is assured of their competence and the procedures to be followed.

Safe digging practices, in accordance with HSE publication HS(G)47 should be followed as both direct and consequential damage to gas plant can be dangerous both to employees and to the general public.

Previously agreed working practices should be reviewed and revised based on current site conditions. Any changes must be agreed by the Wales & West Utilities responsible person.

The requirements for trial holes to locate the pipeline or determine levels at crossing points must be determined on site by the Wales & West Utilities responsible person.

The excavation of all trial holes must be supervised by the Wales & West Utilities responsible person.

## **5. SLABBING AND OTHER PROTECTIVE MEASURES**

No protective measures including the installation of concrete slab protection should be installed over or near to the Wales & West Utilities pipeline without the prior permission of Wales & West Utilities. Wales & West Utilities will need to agree the material, the dimensions and method of installation of the proposed protective measure. The method of installation must be confirmed through the submission of a formal written method statement from the contractor to Wales & West Utilities.

Where permanent slab protection is to be applied over the pipeline Wales & West Utilities should carry out a survey (Pearson or DCVG Survey) of the pipeline to check that there is no existing damage to the coating of the pipeline prior to the slab protection being put in place. In addition the pipeline records should be consulted to determine whether any other investigations or remedial works would be needed in advance of the slab construction, e.g. reference to T/PR/P/18. Wales & West Utilities must therefore be contacted prior to the laying of any slab protection to arrange this survey. The Safety precautions detailed in Sections 3 and 6 of this document should also be observed during the installation of the pipeline protection.

## **6. EXCAVATION**

### **6.1 In Proximity to a Pipeline in an Easement**

Third parties must not excavate unsupervised, with a powered mechanical excavator closer than 3 metres to the Wales & West Utilities located pipeline or with hand held power tools closer than 1.5 metres. Any fitting, attachment or connecting pipework on the pipeline must be exposed by hand. All other excavation must be by hand.

Consideration may be given to a relaxation of these limits by agreement with the Wales & West Utilities responsible person on site and only whilst he remains on site. In this case a powered mechanical excavator must not be allowed to excavate closer than 0.6 metres to the nearest part of the pipeline.

Where sufficient depth of cover exists, following evidence from hand dug trial holes, light tracked vehicles may be permitted to strip topsoil to a depth of 0.25 metres, using a toothless bucket.

No topsoil or other materials should be stored within the easement without the written permission of Wales & West Utilities.

No topsoil or materials should be stored over the pipeline.

No fires should be allowed in the easement strip or close to above ground gas installations.

After the completion of the work the level of cover over the pipeline should be the same as that prior to work commencing unless agreed otherwise with the Wales & West Utilities responsible person.

No new service shall be laid parallel to the pipeline within the easement. In special circumstances, and only with formal written agreement from Wales & West Utilities, this may be relaxed for short excursions where the service shall be laid no closer than 600 mm to the side of the pipeline.

Where work is being carried out parallel to the pipeline within or just alongside the easement a post and wire fence must be erected as a protective barrier between the works and the pipeline.



## **6.2 In Proximity to a Pipeline in the Highway**

Removal of the bituminous or concrete highway surface layer by mechanical means is permitted to depth of 300 mm, although the use of chain trenchers to do this shall not be permitted within 3 metres of the pipeline. The Wales & West Utilities responsible person may want to monitor this work.

Where the bituminous or concrete highway surface layer extends below 0.3 metres deep it should only be removed by handheld power assisted tools under the supervision of the Wales & West Utilities responsible person. In exceptional circumstances, and following a risk assessment, these conditions may be relaxed by the Wales & West Utilities responsible person.

Third parties should not excavate, unsupervised, with a powered mechanical excavator closer than 3 metres to the located Wales & West Utilities pipeline or with hand held power tools closer than 1.5 metres. Any fitting or attachment must be exposed by hand.

In special circumstances consideration may be given to a relaxation of these rules by agreement with the Wales & West Utilities responsible person on site and only whilst he remains on site only whilst he remains on site and only whilst he remains on site to supervise this work..

The use of 'No dig' techniques is covered in Section 8.1.

Any new service running parallel to the pipeline should be laid no closer than 600 mm to the pipeline (see Section 6.4).

## **6.3 Crossing Over a Pipeline**

Where a new service is to cross over the pipeline a clearance distance of 600 mm between the crown of the pipeline and underside of the service must be maintained. If this cannot be achieved the service must cross below the pipeline with a clearance distance of 600 mm.

In special circumstances this distance may be reduced at the discretion of the Wales & West Utilities responsible person on site.

## **6.4 Crossing Below a Pipeline**

Where a service is to cross below the pipeline a clearance distance of 600 mm between the crown of the service and underside of the pipeline should be maintained.

The exposed pipeline must be suitably supported. The Wales & West Utilities responsible person must be consulted and a stress analysis may be required in order to establish support requirements. The stress analysis should be carried out by individuals with demonstrated expertise in this area, Wales & West Utilities can be consulted for advice on suitable specialists. Wales & West Utilities may request a copy of the stress analysis to confirm its adequacy.

Specific additional constraints apply to Wales & West Utilities pipelines that fall under the requirements of T/PR/P/18.

All supports must be removed prior to backfilling.

The exposed pipelines must be protected by matting and suitable timber cladding.

## **6.5 Cathodic Protection**

Cathodic Protection is applied to all of Wales & West Utilities above 2 bar gauge buried steel pipelines and is a method of protecting pipelines with damaged coatings from corrosion by maintaining an electrical potential difference between the pipeline and anodes placed at strategic points along the pipeline.

Where a new service is to be laid and similarly protected, Wales & West Utilities will undertake interference tests to determine whether the new service is interfering with the cathodic protection of the Wales & West Utilities pipeline.

Should any cathodic protection posts or associated apparatus need moving to facilitate third party works reasonable notice, typically 7 days, should be given to Wales & West Utilities. Wales & West Utilities will undertake this work and any associated costs will be borne by the third party.

## **7. CONSTRUCTION TRAFFIC**

Where existing roads cannot be used construction traffic should ONLY cross the pipeline at previously agreed locations. All crossing points will be fenced on both sides with a post and wire fence and with the fence returned along the easement for a distance of 6 metres. The pipeline shall be protected at the crossing points by temporary rafts of either sleeper or reinforced concrete construction, constructed at ground level. The Wales & West Utilities responsible person will review ground conditions, vehicle types and crossing frequencies to determine the type and construction of the raft required.

Notices directing traffic to the crossing points should be erected.

## **8. SPECIFIC ACTIVITIES**

This section details the precautions that need to be taken when carrying out certain prescribed activities in the vicinity of the pipeline. Consult Wales & West Utilities if you are intending to undertake one of the listed prescribed activities and/or you require further advice on whether the work that you are intending to undertake has the potential to affect the pipeline.

### **8.1 No-Dig Techniques**

Where the contractor intends using no dig techniques then a formal method statement must be produced for all work that would encroach (either above or below ground) within the pipeline easement. This method statement must be formally agreed with Wales & West Utilities prior to the commencement of the work. Wales & West Utilities may wish to be present when the work is being carried out and must therefore be given adequate advance notice before the commencement of the work.

### **8.2 Increase in Cover**

A pipeline integrity assessment must be provided for situations involving a final cover depth exceeding 2.5 metres. This assessment should take due account of both soil 'dead' loading and ground settlement due to earthworks. Embankment design and construction over pipelines must give consideration to prevention of any instability. Expert advice may need to be sought which can be arranged through Wales & West Utilities.

### **8.3 Piling**

No piling will be allowed within 15 metres of a pipeline without an assessment of the vibration levels at the pipeline. The peak particle velocity at the pipeline should be limited to a maximum level of 75 mm/sec. In any event the ground vibration shall be monitored by the contractor and the results available to the Wales & West Utilities Responsible person at their request. A typical monitoring device would be the Vibrock V801 seismograph and tri-axial geophone sensor.

Where ground conditions are of submerged granular deposits of silt and sand, an assessment of the effect of vibration on settlement and liquefaction at the pipeline shall be made.

Expert advice may need to be sought which can be arranged through Wales & West Utilities.

### **8.4 Demolition**

No demolition should be allowed within 150 metres of a pipeline without an assessment of the vibration levels at the pipeline. The peak particle velocity at the pipeline must be limited to a maximum level of 75 mm/sec. In any event the ground vibration shall be monitored by the contractor and the results available to the Wales & West Utilities Responsible person at their request.

Where ground conditions are submerged granular deposits of silt or sand, an assessment of the effect of vibration on settlement and liquefaction at the pipeline shall be made.

Expert advice may need to be sought which can be arranged through Wales & West Utilities.

## **8.5 Blasting**

No blasting should be allowed within 250 metres of a pipeline without an assessment of the vibration levels at the pipeline. The peak particle velocity at the pipeline must be limited to a maximum level of 75 mm/sec. In any event the ground vibration must be monitored by the contractor and the results available to the Wales & West Utilities Responsible person at their request.

Where ground conditions are of submerged granular deposits of silt or sand, an assessment of the effect of vibration on settlement and liquefaction at the pipeline shall be made.

Expert advice may need to be sought which can be arranged through Wales & West Utilities.

## **8.6 Surface Mineral Extraction**

An assessment must be carried out on the effect of surface mineral extraction activity within 100 metres of a pipeline. Consideration should also be given to extraction around groundbeds and other pipeline associated plant and equipment.

Where the mineral extraction extends up to the pipeline easement, a stable slope angle and stand-off distance between the pipeline and slope crest must be determined by Wales & West Utilities. The easement strip should be clearly marked by a suitable permanent boundary such as a post and wire fence, and where appropriate, slope indicator markers shall be erected to facilitate the verification of the recommended slope angle as the slope is formed, by the contractor. The pipeline easement and slope needs to be inspected periodically to identify any signs of developing instability. This may include any change of slope profile including bulging, the development of tension cracks on the slope or easement, or any changes in drainage around the slope. The results of each inspection should be recorded.

Where surface mineral extraction activities are planned within 100 metres of the pipeline but do not extend up to the pipeline easement boundary, an assessment, by Wales & West Utilities must be made on whether the planned activity could promote instability in the vicinity of the pipeline. This may occur where the pipeline is routed across a natural slope or the excavation is deep. A significant cause of this problem is where the groundwater profile is affected by changes in drainage or the development of lagoons.

Where the extraction technique involves explosives the provisions of section 8.5 apply.

## **8.7 Deep Mining**

Pipelines routed within 1 km of active deep mining may be affected by subsidence resulting from mineral extraction. The determination of protective or remedial measures will normally require expert assistance, which can be arranged through Wales & West Utilities.

## **8.8 Landfilling**

The creation of slopes outside of the pipeline easements may promote instability within the vicinity of the pipeline. An assessment should therefore be carried out, by Wales & West Utilities, on the effect of any landfilling activity within 100 metres of a pipeline. The assessment is particularly important if landfilling operations are taking place on a slope in which the pipeline is routed.

## **8.9 Pressure Testing**

Hydraulic pressure testing will not be permitted within 8 metres of the pipeline unless suitable precautions have been taken against the effects of a burst. These precautions should include limiting of the design factor to 0.3 for the third party pipeline for a distance of 6 metres either side of the Wales & West Utilities pipeline, and the use of mill tested pipe or sleeving.

## **8.10 Seismic Surveys**

Wales & West Utilities must be advised of any seismic surveying work in the vicinity of pipeline that will result in Wales & West Utilities' pipeline being subjected to peak particle velocities in excess of 50 mm/sec. In any event the ground vibration near to the pipeline shall also be monitored by the contractor whilst the survey work is being carried out.

Where the peak particle velocity is predicted to exceed 50 mm/sec, the ground vibration should be monitored by the contractor and the results available to the Wales & West Utilities Responsible person at their request.

#### **8.11 Hot Work**

The Wales & West Utilities responsible person on site should supervise all welding, burning or other 'hot work' that takes place within the easement.

#### **8.12 Wind Turbines**

Wales & West Utilities must be advised of any planned development of wind turbines in the vicinity of an above 2 bar gas pipelines to ensure the development does not impact on the future safe operation of the pipeline. Industry guidance states that any wind turbine must be sited no closer than 1.5 times the proposed height of the turbine mast away from the nearest edge of the pipeline.

### **9. BACKFILLING**

Third parties must provide Wales & West Utilities with 7 days' notice, or shorter notice only if agreed with Wales & West Utilities, of the intent to backfill over, under or alongside the pipeline. This requirement should also apply to any backfilling operations alongside the pipeline within 3 metres of the pipeline. Any damage to the pipeline or coating must be reported to the Wales & West Utilities responsible person in order that damage can be assessed and repairs can be carried out.

**Minor damage to pipe coating and damage to test leads will normally be repaired by Wales & West Utilities free of charge.**

No backfilling should be undertaken without Wales & West Utilities agreement to proceed. When backfilling, the pipeline should be surrounded by at least 300mm of soft fill (i.e. stone dust) containing no stones, bricks, lumps of concrete, etc. The Wales & West Utilities responsible person will stipulate the necessary consolidation requirements.

If the pipeline has been backfilled without the knowledge of the Wales & West Utilities responsible person then he will require the material to be re-excavated in order to enable the condition of the pipeline coating to be confirmed.

### **10. ACTION IN THE CASE OF DAMAGE TO THE PIPELINE**

If the Wales & West Utilities pipeline is damaged, even slightly, and even if no gas leak has occurred then the following precautions must be taken immediately:-

- ◆ Shut down all plant and machinery and extinguish any potential sources of ignition.
- ◆ Evacuate all personnel from the vicinity of the pipeline.
- ◆ Notify Wales & West Utilities using the free 24 hour emergency telephone number **0800 111 999**<sup>\*1</sup>
- ◆ Notify the Wales & West Utilities responsible person or his office immediately using the contact telephone number provided.
- ◆ Ensure no one approaches the pipeline.
- ◆ Do not try to stop any leak.

<sup>1</sup> \* All calls are recorded and may be monitored

## **11. REFERENCES**

NRSA	New Roads & Street Works Act
HS(G)47	Avoiding Danger from Underground Services
IGE/SR/18	Safe Working Practices to Ensure the Integrity of Gas Pipelines and Associated Installations
T/PR/P/18	Working on Pipelines Containing Defective Girth Welds or Girth Welds of Unknown Quality
CIS08	Safety in Excavations (HSE document)

## **12. GLOSSARY OF TERMS**

Contractor:	the person, firm or company with whom Wales & West Utilities enters into a contract to which this specification applies, including the Contractor's personal representatives, successors and permitted assigns.
Easement:	Easements are negotiated legal entitlements between Wales & West Utilities and landowner and allow Wales & West Utilities to lay, operate and maintain pipelines within the easement strip. Easement strips may vary in width typically between 6 and 25 metres depending on the diameter and pressure of the pipeline. Consult Wales & West Utilities for details of the extent of the easement strip where work is intended.
Liquefaction:	Liquefaction is a phenomenon in which the strength and stiffness of the soil is reduced by earthquake shaking or other rapid loading. Liquefaction occurs in saturated soils, that is, soils in which the space between individual particles is completely filled with water. When liquefaction occurs, the strength of the soil decreases and the ability of the soil to support pipelines or other components is reduced.
Pearson Survey:	a survey used for locating coating defects on buried pipeline services.
DCVG Survey:	Direct Current Voltage Gradient, a survey for locating and grading coating defects on buried pipeline service
Promoter of new works:	the person or persons, firm, company or authority for whom new services, structures or other works in the vicinity of existing Wales & West Utilities pipelines and associated installations operating above 7 bar gauge are being undertaken.
Wales & West Utilities responsible person:	the person or persons appointed by Wales & West Utilities with the competencies required to act as the Wales & West Utilities representative for the purpose of the managing the particular activity.
Wayleave:	general term which is considered equivalent to 'easement' in this document.



## APPENDIX A

### SITE DOCUMENT CONTROL FORM - SAMPLE

Emergency Telephone No. **0800 111 999\***  
Plant Protection Telephone No. **02920278912**

#### SITE DOCUMENT CONTROL FORM

**Activity Reference:**

**Activity Location:**

**Site Manager:**

*(name & telephone number)*

**Wales & West Utilities Contact:**

*(name & telephone number)*

**The following documents were issued to** *(individual's name)*

..... **of**  
*(company name and address)*

**by** *(Wales & West Utilities representative)*

..... **on**  
*(date)*.....:-

**Documents:-**

*(List of documents)*

---

**Signed :** *(by the recipient)*

**Date of signature :**

**SITE DOCUMENT CONTROL FORM**

**Emergency Telephone No. 0800 111 999\***

**Plant Protection Telephone No. 02920 278912**

**SITE DOCUMENT CONTROL FORM**

**Activity Reference:**

**Activity Location:**

**Site Manager:**

*(name & telephone number)*

**Wales & West Utilities Contact:**

*(name & telephone number)*

**The following documents were issued to** (Individuals Name)

.....**of**  
*(company name and address)*

**by** *(Wales and West Utilities representative)*

.....**on**  
*(date)* ..... :-

**Documents:-**

**Signed :**

**Date of signature :**

## ENDNOTE

### Comments

Comments and queries regarding the technical content of this document should be directed to:

Asset Management & HSE Dept  
Wales & West Utilities Ltd  
Wales & West House  
Spooner Close  
Celtic Springs  
Coedkernew  
Newport  
NP10 8FZ.

### © Wales & West Utilities

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## OBTAINING APPROVAL TO WORK ON PIPELINE EASEMENTS

To comply with all necessary safety conditions, Wales & West Utilities requires at least 7 days notice from third parties wishing to work in the vicinity of its pipelines. To avoid delays, additional notice should be given for project type work which could affect the integrity of the pipeline and which may require research and investigation.

Consent is required for:

- the erection or construction of buildings and fences;
- drain construction and cleanings;
- blasting;
- operating heavy machinery over the pipeline;
- any work within the easement that could damage or endanger the pipeline.

**Do not begin work without consent.**

**REMEMBER – contact Wales & West Utilities before you dig.**

We will be pleased to help and advise – and remember, the service is FREE!



**7 DAYS**

# DIAL BEFORE YOU DIG



## **WALES & WEST UTILITIES' GAS NETWORK TRANSPORTS GAS SAFELY AND EFFICIENTLY TO THE GAS METERS OF HOMES AND BUSINESSES ACROSS THE WHOLE OF WALES AND THE SOUTH WEST OF ENGLAND – FROM THE NORTHERN WELSH BORDER TO CORNWALL.**

Wales & West Utilities invests millions of pounds each year ensuring that its pipelines are protected from the hazards of corrosion, ground movement and external interference.

Although corrosion and ground movement can cause problems, the biggest danger comes from external interference. Drain laying, mole ploughing, ditch clearing, excavation and even tree felling can all cause damage to both pipe wrapping and to the pipeline itself.

There is a simple way in which you can help to prevent damage to our pipelines and that is to tell us before you begin any work.

If you are planning any excavation or construction work in an area where you know there are gas pipelines present, then call Wales & West Utilities. We will send someone to advise you on the exact location of the pipeline and the safest way to carry out your work. The service is **FREE OF CHARGE**.

**Just call Wales & West Utilities – T. 029 2027 8912  
or email [plantprotectionenquiries@wwwutilities.co.uk](mailto:plantprotectionenquiries@wwwutilities.co.uk)**

### **PROTECTION OF PIPELINES**

Third party interference is the most common cause of damage to pipelines and Wales & West Utilities organises air patrols and periodic ground patrols to look for potential hazards to its pipelines.

### **LOCATION OF PIPELINES**

Marker signs normally indicate the presence of pipelines at road crossings and other selected locations. Given the required notification, Wales & West Utilities will accurately locate and establish the depth of the pipeline.





Stephen Sawyer  
Technics Group  
Technics House  
Guildford  
Guildford  
Surrey  
GU4 7WA

Plant Protection  
Cadent  
Block 1; Floor 1  
Brick Kiln Street  
Hinckley  
LE10 0NA  
E-mail: [plantprotection@cadentgas.com](mailto:plantprotection@cadentgas.com)  
Telephone: +44 (0)800 688588

**National Gas Emergency Number:**  
**0800 111 999\***

**National Grid Electricity Emergency Number:**  
**0800 40 40 90\***

\* Available 24 hours, 7 days/week.  
Calls may be recorded and monitored.

[www.cadentgas.com](http://www.cadentgas.com)

**Date:** 21/09/2018

**Our Ref:** XX\_TW\_Z3\_3SWX\_469904

**Your Ref:** GRS05259

**RE: Proposed Works, Land to the left of Merrivale Lane, Merrivale, Ross-on-Wye, Herefordshire, HR9 5JJ**

Thank you for your enquiry which was received on 21/09/2018.

An assessment has been carried out with respect to Cadent Gas Ltd, National Grid Electricity Transmission plc's and National Grid Gas plc's apparatus. Please note it does not cover the items listed in the section "Your Responsibilities and Obligations", including gas service pipes and related apparatus.

For details of Network areas please see the Cadent website (<http://cadentgas.com/Digging-safely/Dial-before-you-dig>) or the enclosed documentation.

**Searches based on your enquiry have identified that there is no record of apparatus in the vicinity of your enquiry.**

**As your works are at a "proposed" stage, any maps and guidance provided are for information purposes only. This is not approval to commence work. You must submit a "Scheduled Works" enquiry at the earliest opportunity and failure to do this may lead to disruption to your plans and works. Plant Protection will endeavour to provide an initial assessment within 14 days of receipt of a Scheduled Works enquiry and dependent on the outcome of this, further consultation may be required.**

**In any event, for safety and legal reasons, works must not be carried out until a Scheduled Works enquiry has been completed and final response received.**

## Your Responsibilities and Obligations

The "Assessment" Section below outlines the detailed requirements that must be followed when planning or undertaking your scheduled activities at this location.

It is your responsibility to ensure that the information you have submitted is accurate and that all relevant documents including links are provided to all persons (either direct labour or contractors) working for you near Cadent and/or National Grid's apparatus, e.g. as contained within the Construction (Design and Management) Regulations.

This assessment solely relates to Cadent Gas Ltd, National Grid Electricity Transmission plc (NGET) and National Grid Gas plc (NGG) and apparatus. This assessment does **NOT** include:

- Cadent and/or National Grid's legal interest (easements or wayleaves) in the land which restricts activity in proximity to Cadent and/or National Grid's assets in private land. You must obtain details of any such restrictions from the landowner in the first instance and if in doubt contact Plant Protection.
- Gas service pipes and related apparatus
- Recently installed apparatus
- Apparatus owned by other organisations, e.g. other gas distribution operators, local electricity companies, other utilities, etc.

It is **YOUR** responsibility to take into account whether the items listed above may be present and if they could be affected by your proposed activities. Further "Essential Guidance" in respect of these items can be found on the National Grid Website (<http://www2.nationalgrid.com/WorkArea/DownloadAsset.aspx?id=8589934982>).

This communication does not constitute any formal agreement or consent for any proposed development work; either generally or with regard to Cadent and/or National Grid's easements or wayleaves nor any planning or building regulations applications.

Cadent Gas Ltd, NGG and NGET or their agents, servants or contractors do not accept any liability for any losses arising under or in connection with this information. This limit on liability applies to all and any claims in contract, tort (including negligence), misrepresentation (excluding fraudulent misrepresentation), breach of statutory duty or otherwise. This limit on liability does not exclude or restrict liability where prohibited by the law nor does it supersede the express terms of any related agreements.

If you require further assistance please contact the Plant Protection team via e-mail ([click here](#)) or via the contact details at the top of this response.

Yours faithfully

Plant Protection Team

# GUIDANCE

## Standard Guidance

**Essential Guidance document:**

<http://www2.nationalgrid.com/WorkArea/DownloadAsset.aspx?id=8589934982>

**General Guidance document:**

<http://www2.nationalgrid.com/WorkArea/DownloadAsset.aspx?id=35103>

**Excavating Safely in the vicinity of gas pipes guidance (Credit card):**

<http://www.nationalgrid.com/NR/rdonlyres/A3D37677-6641-476C-9DDA-E89949052829/44257/ExcavatingSafelyCreditCard.pdf>

**Excavating Safely in the vicinity of electricity cables guidance (Credit card):**

<http://www.nationalgrid.com/NR/rdonlyres/35DDEC6D-D754-4BA5-AF3C-D607D05A25C2/44858/ExcavatingSafelyCreditCardelectricitycables.pdf>

Copies of all the Guidance Documents can also be downloaded from the National Grid Website:

<http://www.nationalgrid.com/uk/Gas/Safety/work/downloads/>

# ENQUIRY SUMMARY

## Received Date

21/09/2018

## Your Reference

GRS05259

## Location

Centre Point: 360109, 223700

X Extent: 207

Y Extent: 219

Postcode: HR9 5JJ

Location Description: Land to the left of Merrivale Lane, Merrivale, Ross-on-Wye, Herefordshire, HR9 5JJ

## Map Options

Paper Size: A3

Orientation: LANDSCAPE

Requested Scale: 1250

Actual Scale: N/A

Real World Extents: N/A

## Recipients

stephen.sawyer@technicsgroup.com

## Enquirer Details

Organisation Name: Technics Group

Contact Name: Stephen Sawyer

Email Address: stephen.sawyer@technicsgroup.com

Telephone: 01483 230 080

Address: Technics House, Guildford, Guildford, Surrey, GU4 7WA

## Description of Works

Land to the left of Merrivale Lane, Merrivale, Ross-on-Wye, Herefordshire, HR9 5JJ

## Enquiry Type

Proposed Works

## Activity Type

Utility Works

## Work Types

Work Type: Plans Only



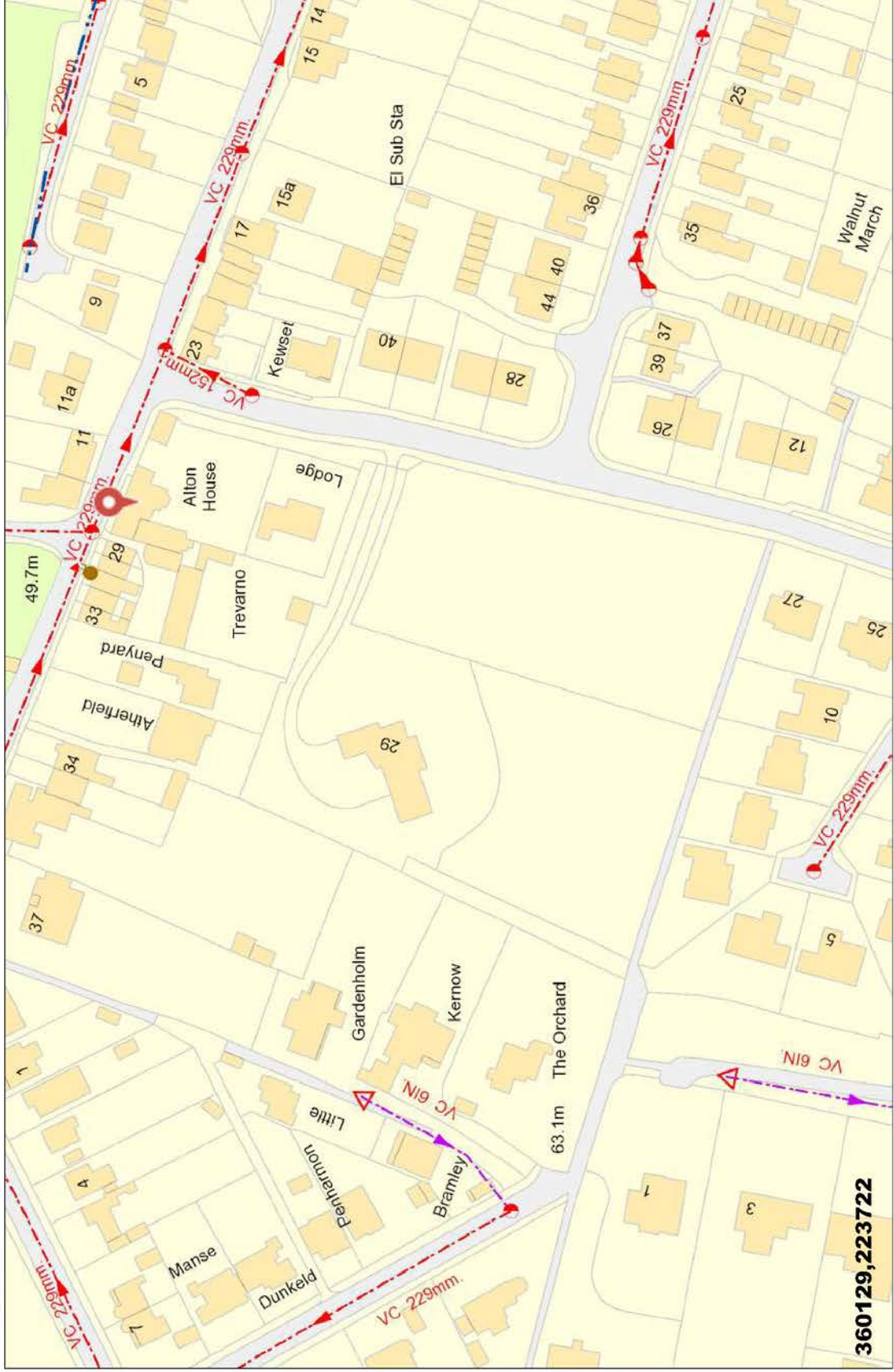
# Telecoms/Cable

[illegible]

**WARNING: IF PLANNED WORKS FALL INSIDE HATCHED AREA IT IS ESSENTIAL BEFORE PROCEEDING THAT YOU CONTACT THE NATIONAL NOTICE HANDLING CENTRE. PLEASE SEND E-MAIL TO: [nnhc@openreach.co.uk](mailto:nnhc@openreach.co.uk)**



# Water and Sewers



**360129,223722**

- LEGEND**
- Clean Water
  - Sluice Val
  - Air Val, SINGLE
  - Tap
  - Pressure Reducing Valve
  - Meter
  - BULK Meter
  - 1" FI
  - Cap
  - Existing Main
  - NON COMPANY
  - Sewerage External
  - Foul
  - Surface Water
  - Combined
  - Rising Main
  - Private
  - Treatment Works
  - Pumping Station
  - Special Purpose
  - Unknown End
  - Change, Combined Overflow
  - Outfall, FOUL
  - Lamp Hole, Foul
  - Private Sewer Transfer
  - Lateral Drain
  - Inspection Chamber

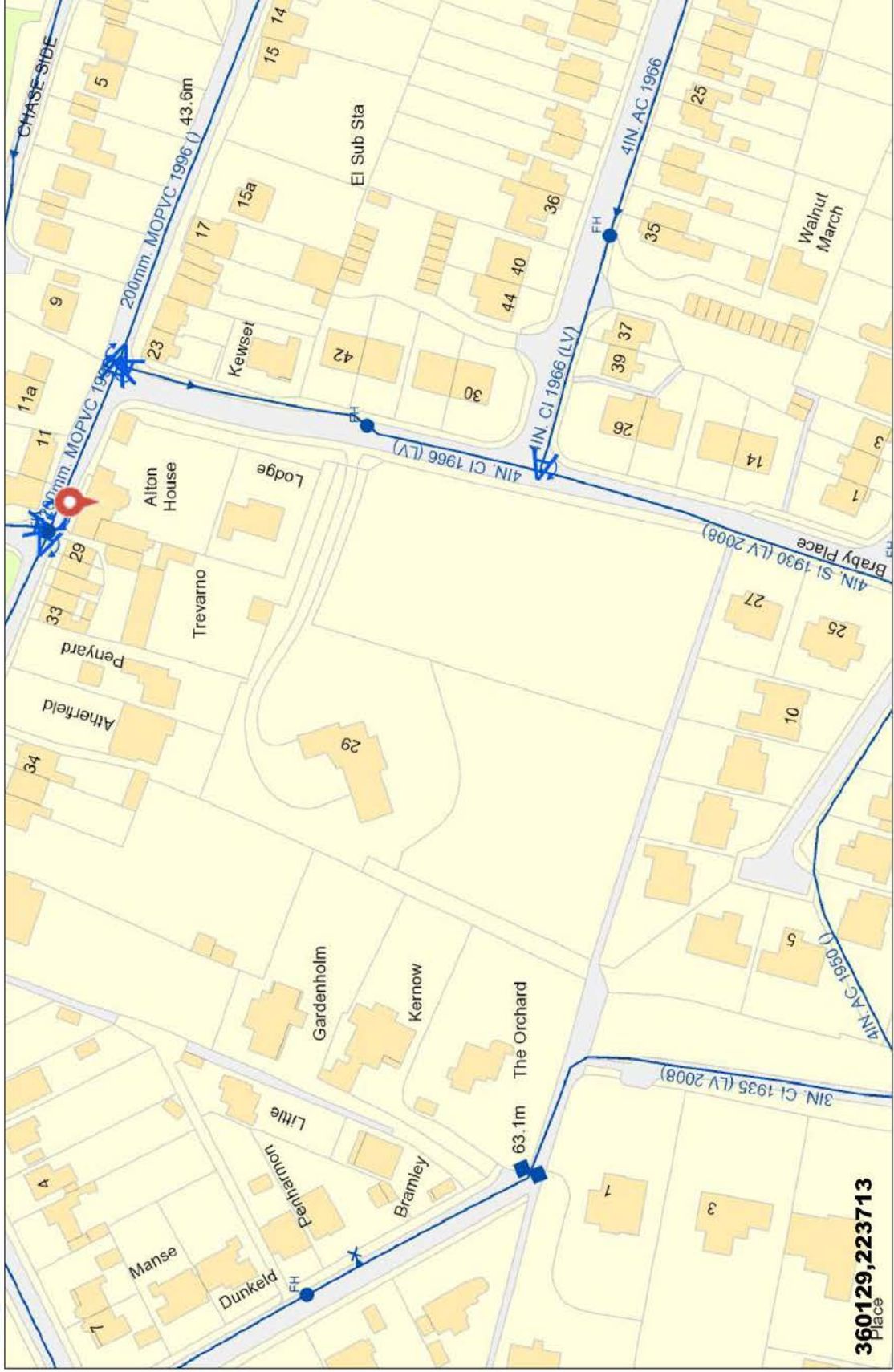
Dŵr Cymru Cyfyngedig ('the Company') gives this information as to the position of its underground apparatus by way of general guidance only and on the strict understanding that it is based on the best information available and no warranty as to its correctness is relied upon in the event of excavations or other works made in the vicinity of the company's apparatus and any onus of locating the apparatus before carrying out any excavations rests entirely on you. The information which is supplied hereby by the company, is done so in accordance with statutory requirements of sections 198 and 199 of the Water Industry Act 1991 based upon the best information available and in particular, but without prejudice to the generality of the foregoing, it should be noted that the records that are available to the Company may not disclose the existence of a drain sewer or disposal of a drain sewer laid before 1 September 1989, or if they do, the particulars thereof including their position underground may not be accurate. It must be understood that the furnishing of this information is entirely without prejudice to the provision of the New Roads and Street Works Act 1991 and the company's right to be compensated for any damage to its apparatus.

**EXACT LOCATION OF ALL APPARATUS TO BE DETERMINED ON SITE**

Reproduced from the Ordnance Survey's maps with the permission of the Controller of Her Majesty's Stationery Office. Crown Copyright. Licence No. WU298565

Whilst every reasonable effort has been taken to correctly record the pipe material of DCWW assets, there is a possibility that in some cases pipe material found to be Asbestos Cement (AC) or Pitch Fibre (PF). It is therefore advisable that the possible presence of AC or PF pipes be anticipated and considered as part of any risk assessment prior to excavation





- LEGEND**
- Clean Water
  - Sluice Val
  - Air Val, SINGLE
  - Tap
  - Pressure Reducing Valve
  - Meter
  - BULK Meter
  - 1" FH
  - Cap
  - Existing Main
  - IRON COMPANY
  - Sewerage External
  - Foul
  - Surface Water
  - Combined
  - Rising Main
  - Private
  - Treatment Works
  - Pumping Station
  - Special Purpose
  - Unknown End
  - Change, Combined Overflow
  - Outfall FOUL
  - Lamp Hole, Foul
  - Private Sewer Transfer
  - Lateral Drain
  - Inspection Chamber

Dŵr Cymru Cyfyngedig ('the Company') gives this information as to the position of its underground apparatus by way of general guidance only and on the strict understanding that it is based on the best information available and no warranty as to its correctness is relied upon in the event of excavations or other works made in the vicinity of the company's apparatus and any onus of locating the apparatus before carrying out any excavations rests entirely on you. The information which is supplied hereby by the company, is done so in accordance with statutory requirements of sections 198 and 199 of the Water Industry Act 1991 based upon the best information available and in particular, but without prejudice to the generality of the foregoing, it should be noted that the records that are available to the Company may not disclose the existence of a drain sewer or disposal of a drain sewer or disposal of a drain sewer or if they do, the particulars thereof including their position underground may not be accurate. It must be understood that the furnishing of this information is entirely without prejudice to the provision of the New Roads and Street Works Act 1991 and the company's right to be compensated for any damage to its apparatus.

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**360129,223713**  
Place



## END USER LICENCE AGREEMENT

### 1 Introduction

By accessing this DATA the End User agrees to abide by the Terms and Conditions of Licence contained herein.

### 2 Definitions

- **LICENSOR** – emapsite.com Limited (Registered Number 3931726: MASDAR House, 1 Reading Road, Eversley, Hants RG27 0RP) who have been licensed to market the Intellectual Property Rights of others under these terms.
- **RESELLER** – Groundsure Limited and/or their own channel partners
- **END USER** – the person, organisation or company who is accessing the DATA, on the basis of these Licence terms, having been accepted as a Licensee by Licensor and paid the Price due to the Reseller in consideration for such Licence, and is identified as the person, organisation or company given on the corresponding invoice for this product from the Reseller.
- **DATA** - means the Products licensed and made available to the End User by the Licensor as a series of data sets which together provide indicative maps showing the underground assets of Utility Providers for England, Wales and Scotland and compiled by Subtechnics Limited.

### 3 Grant of licence

The licence granted to the End User is personal, revocable, non-exclusive and non-transferable, limited to Internal Use (as defined in clause 5 below) as the only Permitted Use by the End User and is for a period as specified in the corresponding order invoice from the Reseller. Save as expressly authorised to vary in accordance with clause 5 below, the End User shall be prohibited from:

modifying, translating, format-changing, enhancing, reproducing, copying (except where strictly necessary for system back up), redistributing, disseminating, selling, dealing with, licensing, encumbering, reverse engineering, disassembling or decompiling the DATA, or any part of thereof, except to the extent permitted by law;

using the DATA in any manner for the creation of products or services for Distribution;

using DATA otherwise than for Internal Use;

assigning or dealing with in any way its rights under the End User Contract;

putting, or allowing the DATA (or any Derived Data) to be put on any free, open or public access website; and

distributing or granting licences of the DATA (in whatever form) or material derived from DATA (including interrogating DATA), save as expressly varied by relevant part of clause 5 below.

### 4 Intellectual Property and Copyright

4.1 The End User must acknowledge and agree that all Intellectual Property Rights in the DATA are the absolute property of the Utility Providers (or where relevant

Subtechnics Limited or the licensor). Material which is derived, developed or copied from DATA shall be deemed assigned to the relevant Utility Provider as legal and beneficial owner at creation, except as provided in this paragraph. However, where that material is created by End User under relevant Permitted Use by End User authorised by Licensor in accordance with the Agreement, the Intellectual Property in that material shall belong to the End User.

4.2 Copyright statements must be used with DATA as follows:

© Utility Provider (named as applicable) and Subtechnics Limited

### 5 Permitted use

5.1 PERMITTED USE BY END USER SHALL BE LIMITED TO INTERNAL USE. COMMERCIAL USE SHALL BE PROHIBITED. The meanings of such phrases are set out below.

5.2 Internal Use means the following internal uses by the End User: Without compromising the prohibitions contained in clause 3 above, analysing the DATA against a location or a series of locations to obtain information derived from the DATA such as proximity to underground assets and use of and sharing such information/results of such analysis internally within the End User's legal entity only.

5.3 Commercial Use means use that does not fall under Internal Uses (as above) and involves the provision or any form of Distribution to any third party of the DATA or any material derived from DATA (including Derived Data or Static Data) in connection with, expectation of or anticipation of any direct or indirect commercial benefit or commercial relationship (including a service, broker or agency agreement) and whether or not in return for any consideration (including direct or indirect fee, payment or other benefit), free of charge or for no consideration.

5.4 Derived Data means any material derived from or created using DATA, including where DATA is manipulated, aggregated, integrated, combined, merged, modelled, transformed or processed in or with other data or facilities;

5.5 Static Data means DATA and any data (including Derived Data resulting from Internal Uses presented or included in static format in presentations or reports in hard copy, .pdf or similar format. Static Data does not allow for alteration of the data presented, nor enable any further analysis to be carried out against the data (including against the DATA).

### 6 Confidentiality

6.1 In this clause 6, 'Confidential Information' means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party to the other Party whether before or after the date of this Agreement which might reasonably be considered confidential, including the DATA, information relating to the DATA, and information relating to any of the operations, plans or intentions, clients, contacts, product information, software, data, processes, methods, know-how, trade



secrets, market opportunities and business affairs of a Party.

6.2 Each Party shall treat the other Party's Confidential Information as confidential and shall protect it as such. It shall manage it with not less than the same degree of care as it does its own Confidential Information. In any event where Confidential Information is disclosed in any way by one Party ('Disclosing Party') to the other Party ('Receiving Party'), either before or during the Term of this Agreement or after its expiry or termination for any reason, the Receiving Party shall:

not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;  
not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party; and  
make every effort to prevent the use or disclosure of Confidential Information.

6.3 During the term of this Agreement the Receiving Party may disclose Confidential Information solely to the extent that such disclosure is necessary for the purposes of this Agreement, to any of its directors, other officers, employees, End Users, Affiliates, contractors or sub-contractors. Receiving Party shall ensure that persons to whom Confidential Information is disclosed are made aware of and comply with the Receiving Party's obligations of confidentiality as if they were the Receiving Party.

## 7 Information Access

7.1 In so far as the End User is, or is deemed to be, or acts for and on behalf of or on the authority of a Public Authority for the purposes of the Information Access Regimes:

End User acknowledges that the Utility Providers, Subtechnics Limited, Reseller and Licensor consider that DATA is exempted from disclosure because DATA is:

proprietary to the Utility Provider and disclosure would harm the interests of the Utility Provider (including its commercial interests);

protected by database rights and other Intellectual Property; confidential and the disclosure of it by the End User would constitute a breach of confidence actionable by the Utility Provider, Subtechnics Limited and/or the Licensor; and  
confidential commercial or industrial information protected by laws to protect a legitimate economic interest.

7.2 End User shall, in the event it receives a request for information ('Access Request') under the Information Access Regimes pursuant to which the DATA might be disclosed: immediately notify the Reseller of the Access Request and provide the Reseller with full and complete details of the Access Request and the DATA that may be disclosed, together with any other information the Reseller may request;

consult, as soon as possible within receipt of Access Request, with the Reseller as to whether the DATA constitutes information which is exempt from disclosure or publication pursuant to the Information Access Regimes and/or pursuant to the matters set out above;

notify the Reseller immediately of any final decision as to disclosure of the DATA and no less than 72 hours before

any proposed disclosure, as to what if any of the DATA (or any Derived Data) is proposed to be disclosed and co-operate fully and at End User's sole cost with the requirements set out in this paragraph.

7.3 End User shall not disclose the DATA in any publication scheme maintained pursuant to any Information Access Regime without first notifying the Reseller in advance of disclosure in accordance with this paragraph.

7.4 Where the End User is, or is deemed to be, or acts for and on behalf of or on the authority of a Public Authority under the Information Access Regimes and the End User seeks to make disclosure or discloses DATA under the Information Access Regimes without the consent of the Reseller, such disclosure shall entitle the Reseller and/or the Licensor and/or Subtechnics Limited to terminate the End User Contract with immediate effect and without liability on their part.

7.5 The Contracts (Rights of Third Parties) Act 1999 shall apply for the benefit of Subtechnics Limited and the Licensor and the Reseller that Subtechnics Limited and/or the Licensor and/or the Reseller may (but shall have no obligation to) enforce any of the terms in the End User Contract which relate to disclosure under the Information Access Regimes, limitation on liability, use of DATA or infringement of Intellectual Property Rights in the DATA.

## 8 Termination

8.1 The licence must terminate automatically in the event that the End User materially breaches any of the requirement / obligations set out in this End User Licence Agreement. All use of DATA and material derived from DATA shall cease promptly in such event, except as follows:

- Following expiry of the End User Contract, the End User may continue to use limited material created using DATA during the term of its End User Contract. Such material is limited to that which is both properly authorised as relevant Permitted Use by the End User and is in static form, i.e. such that after termination it is not changed, added to, updated, modified in any other way or used in or to create any new, updated, supplemented or modified product, tool, analysis or material.

- Material which is not in static form (including probabilistic modelling and models and output therefrom, which is automatically deemed to be not static) shall not be used after termination of the End User Contract.

- the End User must be prohibited from using DATA (including in Reseller's Product/Service), and from deriving any new, updated, supplemented or modified product, tool or material from DATA, after the date of termination of its End User Contract.

8.2 The invalidity or unenforceability of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of the Agreement, which shall remain in full force and effect. If any provision of this Agreement is found to be invalid, illegal or unenforceable but would cease to be so if some part of the provision were deleted or modified, the provision in question shall apply with such minimum modification as may be necessary to make it



valid, legal and enforceable and still give effect to the commercial intention of the Parties in this Agreement.

## 9 Fees

9.1 The End User must acknowledge its obligation to pay licence fees to the Reseller. The total price of the Products shall be the Reseller's written quoted price as varied from time to time. The price is exclusive of any applicable Value Added Tax, which the End User shall be additionally liable to pay to Licensors.

9.2 End User shall pay in full on order or shall pay within 30 days of the date of invoice, if accepted for an account with the Reseller. The time of payment shall be of the essence of the Contract. All payments shall be made in full without deduction in respect of any set-off or counterclaim. If the End User fails to make any payment on the due date then without prejudice to any other right or remedy available to Licensors, Licensors shall be entitled to:

cancel the Contract or suspend any deliveries to the End User;

appropriate any payment made by the End User to the DATA; and

charge the End User interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum over the base rate for the time being of Barclays Bank PLC.

Licence to DATA is not deemed to commence until payment has been made of the Price in full to Licensors.

## 10 Liability

10.1 Licensors warrant that the DATA will correspond with its specification at the time of delivery. The above warranty does not extend to any defect resulting from use of the DATA with materials or equipment not supplied by Licensor. The above warranty is given by Licensors subject to the following conditions:

Neither Licensor nor Reseller shall be under any liability in respect of any defect in the DATA arising from any drawing, design or specification supplied by the End User or in respect of any defect arising from failure to follow Licensors' guidance, misuse or alteration of the DATA without Licensors' approval;

Neither Licensor nor Reseller shall be under any liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the DATA has not been paid by the due date for payment; and Except in respect of death or personal injury caused by Licensor or Reseller's negligence, neither Licensor nor Reseller shall be liable to the End User for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever which arises out of or in connection with the supply of the DATA, except as expressly provided in these Conditions.

Except in respect of injury to or death of any person Licensor's and Reseller's aggregate liability for breach of contract, negligence or other default shall not exceed the value of the Contract.

Except as expressed here all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## 11 Governing Law and Jurisdiction

The End User Contract and any matter, dispute or claim arising from or in connection with the End User Contract in so far as it applies to DATA and its use (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The End User must submit to the mediation process prescribed in the Agreement and, subject to that, to the exclusive jurisdiction of the English court.

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## ***Appendix C: Welsh Water Consultation***

Miss Melissa Seymour  
RMA Environmental Limited  
Suite 4 Swallow Court  
Devonshire Gate  
Tiverton  
Devon  
EX16 7EJ

**Date: 26/09/2018**  
Our Ref: PPA0003410

Dear Miss Seymour

**Grid Ref: 360127 223708**  
**Site Address: Ross on Wye**  
**Development:**

I refer to your pre-planning enquiry received relating to the above site, seeking our views on the capacity of our network of assets and infrastructure to accommodate your proposed development. Having reviewed the details submitted I can provide the following comments which should be taken into account within any future planning application for the development.

### **SEWERAGE**

The foul flows only from the proposed development can be accommodated within the public sewerage system. We advise that the flows should be communicated to the foul/combined sewer between manholes SO60232603 and SO16032602 located in The Gresleys.

Should a planning application be submitted for this development we will seek to control these points of communication and a drainage strategy via appropriate planning conditions and therefore recommend that any drainage layout or strategy submitted as part of your application takes this into account. We therefore recommend that early discussions commence to establish an effective drainage strategy in advance of a planning application being submitted to the Local Planning Authority.

However, should you wish for an alternative connection point to be considered please provide further information to us in the form of a drainage strategy, preferably in advance of a planning application being submitted.

With reference to the surface water flows from the proposed development, you are required to fully exhaust all technical options outlined under Sections 3.2 and 3.4 of Part H of the publication 'Building Regulations 2000; Disposal should be made through the hierarchical approach, preferring infiltration and, where infiltration is not possible, disposal to watercourses in liaison with the Land Drainage Authority and/or Natural Resources Wales. Discharge of surface water to the public sewer is only to be made as a last resort. Please refer to further detailed advice relating to surface water management included in our attached Advice & Guidance note.

In addition, please note that no highway or land drainage run-off will be permitted to discharge directly or indirectly into the public sewerage system.

## **WATER**

A water supply can be made available to service this proposed development. Initial indications are that a connection can be made from the 4 inch diameter cast iron watermain in 360177,223726 location. The cost of providing new on-site watermains can be calculated upon the receipt of detailed site layout plans which should be sent to the above address

## **SEWERAGE TREATMENT**

The proposed development would overload the existing Waste Water Treatment Works. However, improvements are planned for completion by 311220.

No buildings on the application site shall be brought into beneficial use earlier than 311220, unless the upgrading of the Waste Water Treatment Works, into which the development shall drain, has been completed and written confirmation of this has been issued by the Local Planning Authority.

I trust the above information is helpful and will assist you in forming water and drainage strategies that should accompany any future planning application. I also attach copies of our water and sewer extract plans for the area, and a copy of our Planning Guidance Note which provides further information on our approach to the planning process, making connections to our systems and ensuring any existing public assets or infrastructure located within new development sites are protected.

Please note that our response is based on the information provided in your enquiry and should the information change we reserve the right to make a new representation. Should you have any queries or wish to discuss any aspect of our response please do not hesitate to contact our dedicated team of planning officers, either on 0800 917 2652 or via email at [developer.services@dwrwymru.com](mailto:developer.services@dwrwymru.com)



Welsh Water is owned by Glas Cymru – a 'not-for-profit' company.  
Mae Dŵr Cymru yn eiddo i Glas Cymru – cwmni 'nid-er-elw'.

We welcome correspondence in  
Welsh and English

Dŵr Cymru Cyf, a limited company registered in  
Wales no 2366777. Registered office: Pentwyn Road,  
Nelson, Treharris, Mid Glamorgan CF46 6LY

Rydym yn croesawu gohebiaeth yn y  
Gymraeg neu yn Saesneg

Dŵr Cymru Cyf, cwmni cyfyngedig wedi'i gofrestru yng  
Nghymru rhif 2366777. Swyddfa gofrestredig: Heol Pentwyn  
Nelson, Treharris, Morgannwg Ganol CF46 6LY.

Please quote our reference number in all communications and correspondence.

Yours faithfully,



Owain George  
Planning Liaison Manager  
Developer Services

***Please Note that demands upon the water and sewerage systems change continually; consequently the information given above should be regarded as reliable for a maximum period of 12 months from the date of this letter.***



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- LEGEND**
- Clean Water
  - Sluice Val
  - Air Val, SINGLE
  - Tap
  - Pressure Reducing Valve
  - Meter
  - BULK Meter
  - 1/2" FI
  - Cap
  - Existing Main
  - NON COMPANY
  - Sewerage External
  - Foul
  - Surface Water
  - Combined
  - Rising Main
  - Private
  - Treatment Works
  - Pumping Station
  - Special Purpose
  - Unknown End
  - Change, Combined Overflow
  - Outfall FOUL
  - Lamp Hole, Foul
  - Private Sewer Transfer
  - Lateral Drain
  - Inspection Chamber



Dŵr Cymru Cyfyngedig ('the Company') gives this information as to the position of its underground apparatus by way of general guidance only, and on the strict understanding that it is based on the best information available and no warranty as to its correctness is relied upon in the event of excavations or other works made in the vicinity of the company's apparatus and any onus of locating the apparatus before carrying out any excavations rests entirely on you. The information which is supplied hereby the company, is done so in accordance with statutory requirements of sections 198 and 199 of the Water Industry Act 1991 based upon the best information available and in particular, but without prejudice to the generality of the foregoing, it should be noted that the records that are available to the Company may not disclose the existence of a drain sewer or disposal main laid before 1 September 1989, or if they do, the particulars thereof including their position underground may not be accurate. It must be understood that the furnishing of this information is entirely without prejudice to the provision of the New Roads and Street Works Act 1991 and the company's right to be compensated for any damage to its apparatus.

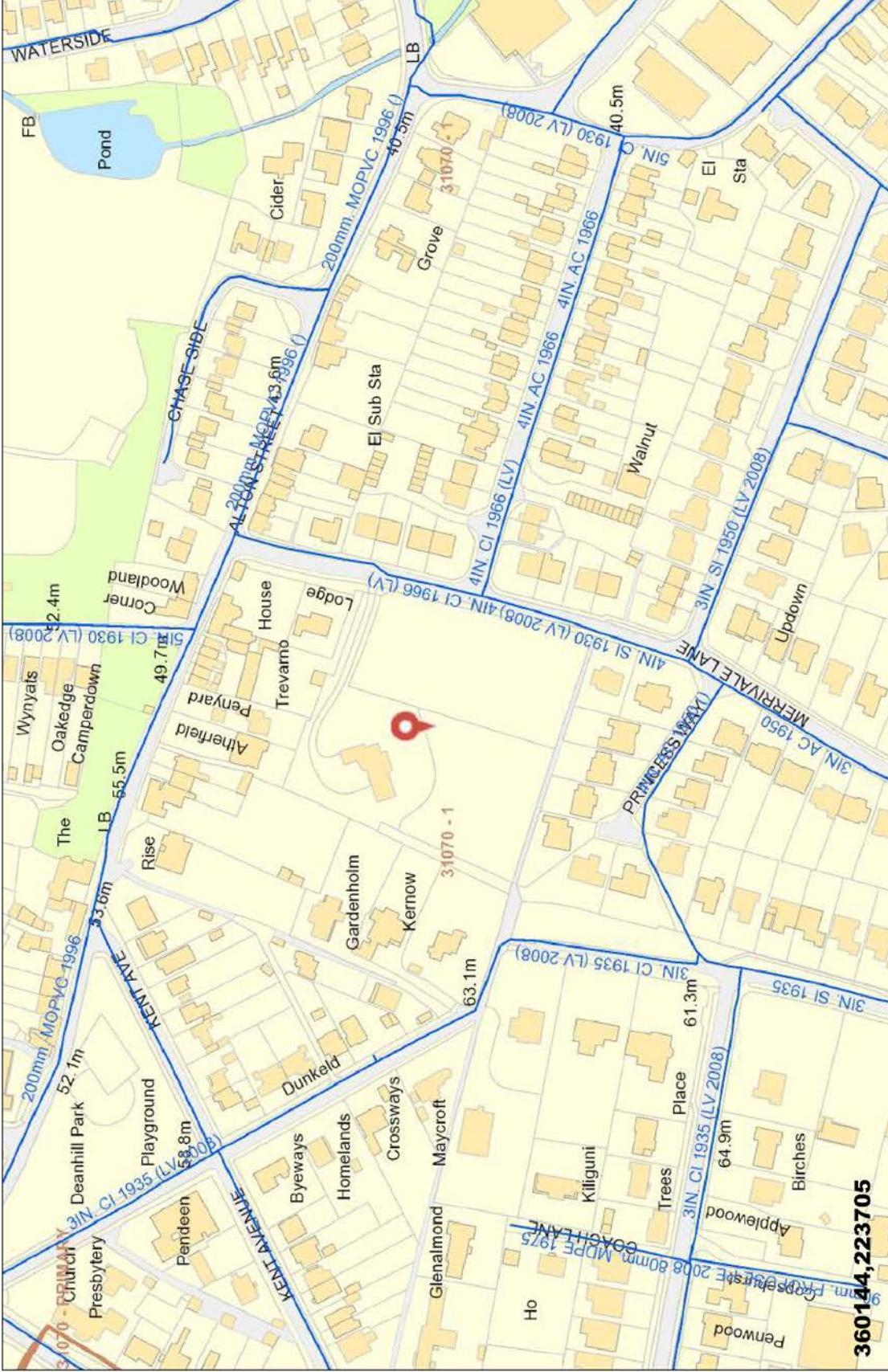
**EXACT LOCATION OF  
ALL APPARATUS TO  
BE DETERMINED ON  
SITE**

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Whilst every reasonable effort has been taken to correctly record the pipe material of DCWW assets, there is a possibility that in some cases pipe material (other than Asbestos Cement or Pitch Fibre) may be found to be Asbestos Cement (AC) or Pitch Fibre (PF). It is therefore advisable that the possible presence of AC or PF pipes be anticipated and considered as part of any risk assessment prior to excavation

360144,223705





- LEGEND**
- Clean Water
  - Sluice Val
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**EXACT LOCATION OF ALL APPARATUS TO BE DETERMINED ON SITE**

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360144, 223705



# PLANNING AND NEW DEVELOPMENT

## Pre-Planning Advice & Next Steps

Dŵr Cymru Welsh Water has a key role to play in the town and country planning process as the services provided are at the forefront of public health and protection of the environment.

Our engagement in the planning process allows us to ensure that we can suitably service new development from a clean water and sewerage treatment perspective, but also provides us with the controls to enable us to mitigate any potential negative impact that new development is likely to have on the performance of our infrastructure, the service we provide to customers, and the wider environment. Crucially, the planning process also enables us to identify where new development and growth is planned so that we are able to target investment in our existing infrastructure within these areas.

### Our Pre Planning Advice to you

You have now received our pre-planning advice which will provide you with information regarding the impact of your proposed development upon our assets and apparatus. Our letter will advise whether the local network can support the proposal, whether off-site water mains and/or sewers will need to be provided, and whether there are any apparatus located within the land you wish to develop and the requirements for these apparatus.

However, in some circumstances we may require further information from you to fully evaluate the impact of your development. If this is the case please proceed to submit the required detail as requested in the letter. Upon receipt of the

information we can consider our position and provide you with an updated pre-planning response.

Please note that the advice provided is valid for a period of 12 months from the date of issue and will help us inform our response to the planning application for the development.

### Next Steps....

You may now be proceeding to submit your planning application to the Local Planning Authority. Our preference is to see that drainage matters are resolved at pre-planning stage which will allow us to provide positive comments at planning consultation stage. In light of our pre-planning advice to you, it may therefore be in your interest to:

- Consider the drainage requirements and how the installation of new water mains/ sewers shapes the layout of your development. You will need to ensure that the design of the drainage layout will (where relevant) meet the appropriate standards for formal adoption by us (see further advice provided overleaf regarding Connecting to our Networks)
- Consider how your site layout ensures that any assets/ apparatus that may be located at the site are protected in line with the requirements set out in our letter
- Submit further information and/ or drainage plans so that we can review your proposal in greater detail
- Where further assessments are recommended, to commission those before the planning

application is submitted to avoid any delays (see further advice provided overleaf on Network Modelling/WwTW Feasibility Studies)

- Provide a copy of our pre-planning enquiry response to the Local Planning Authority as part of your planning application submission to demonstrate you have considered drainage aspects of your development at pre-application stage, and that we are aware of your proposal.

### Our Involvement in the Planning Application Process

We provide Local Planning Authorities with advice on the ability of our assets to accommodate proposed development. Our comments are crucial in providing comfort to the Local Authority that new development sites can be effectively drained and can be supplied with clean water.

When sites can be accommodated in our networks we will recommend drainage related planning conditions which may seek to control the point of communication with our networks and the type of discharges that we may permit. We may also recommend conditions to secure the submission of further details, such as drainage plans and strategies (please note that we will resist the physical communication to our networks until drainage related conditions have been discharged)

However, there are instances where further assessments are required and we will seek to work collaboratively with you and the Local Planning Authority to establish a positive outcome for all parties.



# PLANNING AND NEW DEVELOPMENT

## General Advice and Guidance

Our pre-planning response will provide advice dedicated to your development. However, we also offer the following general advice around drainage matters and communicating to our networks.

### Managing Surface Water at your Development Site

As with all new development sites, you will need to consider how to deal with the surface water runoff from new buildings and hard standings. Traditionally, surface water has been managed by installing new pipes and large storage tanks to take flow away from land as quickly as possible. However, Dŵr Cymru actively encourage the use of Sustainable Urban Drainage Systems (SUDS), which is an approach to managing surface water run-off by imitating natural drainage systems and retaining water on or near the site.

SUDS involve a range of techniques including green roofs, rainwater harvesting, permeable pavements, etc. SUDS offer significant advantages over conventional piped drainage systems in reducing flood risk by attenuating the rate and quantity of surface water run-off from a site, promoting groundwater recharge, and improving water quality and amenity. The variety of SUDS techniques available means that virtually any development should be able to include a scheme based around these principles. Good justification would be required not to incorporate a SUDS scheme on the site.

All new developments will therefore be expected to consider surface water management techniques and

fully exhaust all technical options outlined under Sections 3.2 and 3.4 of Part H of the publication 'Building Regulations 2000'. These regulations ensure that disposal should be made through the hierarchical approach, preferring infiltration and, where infiltration is not possible, disposal to watercourses in liaison with the Land Drainage Authority and/or Natural Resources Wales or the Environment Agency in England. Discharge of surface water to the public sewer is only to be made as a last resort. The management of highway or land drainage run off will also need to be considered as these flows will not be allowed to discharge directly or indirectly into the public sewerage system.

### Network Hydraulic Modelling/ WwTW Feasibility Studies

Our pre-planning advice will provide you with an indication of whether our networks can accommodate your development. However there may be instances where our assets cannot at present service your site.

Our aim is to support economic development and growth within our operational area and we do not want to resist new development where possible. However we must be mindful of our assets, existing customers and the environment. In areas where there are issues either on our network or at the Wastewater Treatment Works (WwTW), we may already have proposals in place to address these concerns and to create capacity within the network for new developments.

However, there may be instances where you intend to develop your site in advance of Dŵr Cymru

undertaking improvements. If this is the case, to ensure there is no detriment to our existing customers you may be required to implement solutions identified by an assessment of either the network or Wastewater Treatment Works. Please note that you will not be expected to resolve any operational issues that exist.

Where further assessments are recommended, please be advised that you will need to allow sufficient time in your development program for these studies to be undertaken and for any improvements to be implemented, as in some circumstances we will not permit a communication to our networks until these works are completed.

Where possible, we will seek to control the delivery of any solutions as part of the planning process. Dependent on the progress of the assessment, we may be in a position to recommend appropriate planning conditions so that the outcomes of the assessment can be delivered as part of any planning permission. This approach allows us to support the progression of the site through the planning process, however in the absence of a completed assessment and known solutions we may need to work with you and the Local Planning Authority until the assessment is completed and the outcomes are known.



# PLANNING AND NEW DEVELOPMENT

## Making Connections to our Networks

### Installing Your Drainage System and Making Connections to the Public Sewer

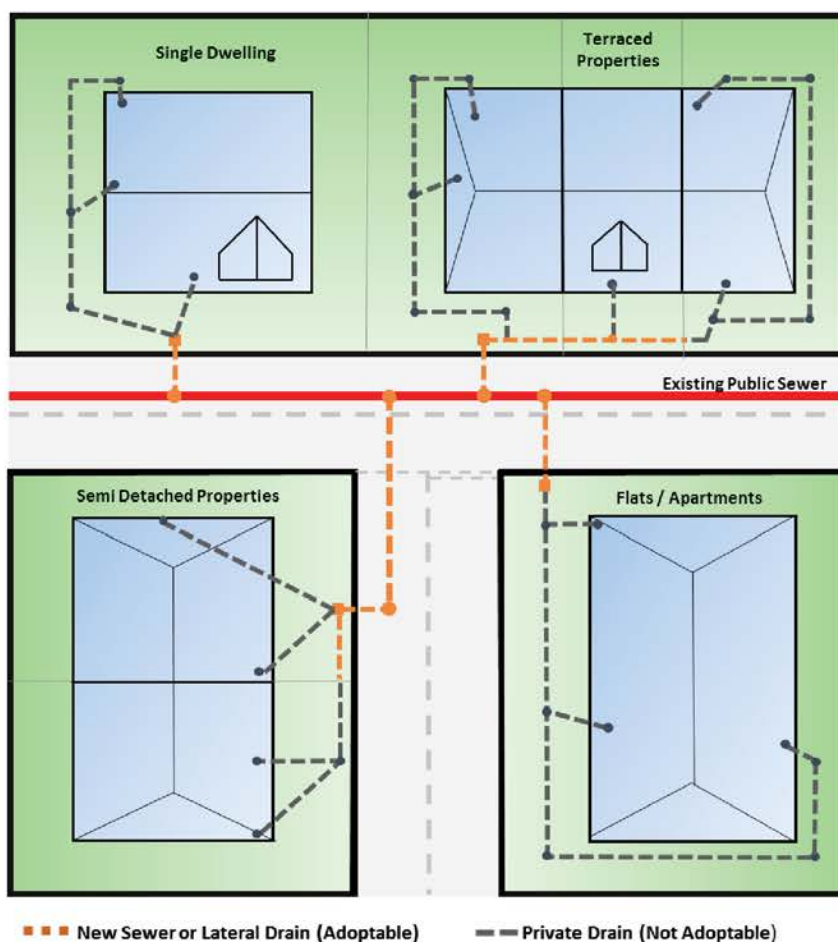
You will need to apply to us to make a connection to the public sewer, and depending on the layout of the drainage system you are proposing for your site, you may also be required to enter into an Adoption Agreement with us.

If your connection to the public sewer network is either via a lateral drain (i.e. a drain which extends beyond the connecting property boundary) or via a new sewer (i.e. serves more than one property), it is now a mandatory requirement to first enter into a Section 104 Adoption Agreement (Water Industry Act 1991) with us.

The design of the sewer and lateral drain must also conform to the Welsh Ministers Standards for Gravity Foul Sewers and Lateral Drains, and conform with the publication "Sewers for Adoption"- 7th Edition.

Please be advised that we will not enter into a sewer adoption agreement for any sewer or lateral drain which is constructed in advance of the adoption agreement being in place. Further information on whether you will require a Section 104 Adoption Agreement and the adoption process can be obtained by contacting us.

To make the physical communication to the public sewer you will need to apply under Section 106 of the Water Industry Act 1991. An application pack can be obtained from our website and as part of the submission you will need to demonstrate that an adoption



agreement (if applicable) is in place, and that you have the relevant planning permissions in place for your development. Please be advised that if your site is subject to an Adoption Agreement we will not permit your communication until the agreement is in place.

### Your New Water Supply

Our pre-planning advice will indicate whether your site can be adequately serviced by our clean water network. If new connections are required, we would invite you to submit an application to us at [www.dwrcymru.com](http://www.dwrcymru.com) under Developer Services. Here you will find information about the services we have available and all

our application forms and guidance notes. You can complete forms online and also make payments via our website.

Upon approval of your Application and Water Regulations Notification we will notify you accordingly, send you a quotation for our estimated cost of your connection and a plan advising you of the work you need to carry out.

Our quotation is valid for 6 months. If payment is not received during this period you will need to re-submit a new application plus application fee if you wish to continue.

# PLANNING AND NEW DEVELOPMENT

## Requisitions and Asset Protection



### Requisition a Water Main or Public Sewer

As the Statutory Water and Sewerage Undertaker we have a duty under the Water Industry Act 1991 to comply with a Requisition Notice served on us for the provision of a water main and/or public sewer to serve the development site.

Two main reasons exist for the person(s) exercising the rights to serve Notice. The first is where a person(s) wishes us to lay water mains and/or sewers in private land (by us serving Notice under Section 159 (WIA91) so that a communication with an existing watermain or public sewer can be achieved; the second is where, as a consequence of the provision of the new watermain/public sewer, reinforcement of the existing network is required to ensure that the development, and the local area, has an effective system (refer to Section 37 (water) and Section 94 (sewers) of the Water Industry Act 1991)

Under the provisions of the WIA 1991, we are entitled to recover the costs we incur in providing a requisitioned watermain or sewer. This includes, among other things, the reasonable costs of design, labour, plant, materials, reinstatement, land purchase (if applicable), compensation, and quality testing, inspection, supervision, administration and overhead costs.

Further information on the Requisition process can be obtained by contacting our team of dedicated Engineers or by visiting the Developer Services pages of our

website.

### Assets Located at your Development Site

Our pre-planning advice letter may have drawn your attention to assets and/or apparatus located within your development site. It is important to note that under section 159 of the Water Industry Act 1991, Welsh Water has rights of access in order to inspect, maintain adjust repair or alter any asset or apparatus at all times.

### Locating an Asset

Our pre-planning letter will be accompanied by water main and sewer extract plans, providing you with an indication of the asset location within the site. However, we provide this information as general guidance only and on the strict understanding that it is on the best information available (see notes within our plans for further information). The onus of locating the apparatus before carrying out any excavation rests entirely with you. To accurately locate any assets, please contact our team of planning officers for further guidance.

### Protecting an Asset

The presence of an asset within the development site will have an impact on the layout and general arrangement of the site. Our pre-planning advice letter will provide you with the requirements for the protection of the asset(s) and you will need to ensure that the layout incorporates these requirements. Our recommendation is that our assets are incorporated into any site layout plan that is submitted as part of any planning application, so that

we and the Local Planning Authority can be satisfied that you have acknowledged the presence of such assets and have taken the necessary steps to protect them at the site.

### Diverting a Water Main or Public Sewer

If you have concluded that the asset located within the site could not be incorporated within the layout of the new development, or our rights of access to the asset may be hindered by your proposal, you may request the alteration or removal, including diversion of that apparatus to accommodate a proposed improvement of that land (e.g. development or change of use). This provision is provided under Section 185 of the Water Industry Act 1991. Further information on diverting an asset can be obtained by contacting our team of dedicated Engineers or by visiting the Developer Services pages of our website.

### Contact Us

For more information, contact Welsh Water's Planning team:

Email: [developer.services@dwrcymru.com](mailto:developer.services@dwrcymru.com)

Visit: [www.dwrcymru.com](http://www.dwrcymru.com)

Tel: 0800 917 2652