

SCHEDULES

SCHEDULE 6

PROTECTION OF CERTAIN PERSONS

PART 3

PROVISIONS FOR THE PROTECTION OF NORTHUMBRIAN WATER

Outfall surveys and remedial works

20. For the protection of Northumbrian Water the provisions of this Part of this Schedule shall, unless otherwise agreed in writing between the Council and Northumbrian Water, have effect.

21.—(1) In this Part—

“outfall survey” means a survey conducted by the Council or Northumbrian Water of—

- (a) the level of siltation within the outlet into the Ouseburn of a relevant outfall;
- (b) the level of siltation at the points on the bed of the Ouseburn to be agreed between the Council and Northumbrian Water in the vicinity of any relevant outfall; and
- (c) the condition of the relevant outfall; and

“relevant outfall” means a sewerage outfall system into the Ouseburn identified by Northumbrian Water as requiring survey on account of existing or likely siltation.

(2) Prior to the commencement of the scheduled works, the Council shall ask Northumbrian Water to identify relevant outfalls which, following reasonable agreement by the Council, shall be made subject to an outfall survey by the Council.

(3) The Council shall consult Northumbrian Water as to the method and timing of any outfall survey and the Council shall provide a copy of the survey results to Northumbrian Water within 28 days of the survey being completed.

- (a) (4) (a) The Council shall monitor the level of the bed of the Ouseburn in the vicinity of each relevant outfall in accordance with a survey timetable agreed or required by Northumbrian Water and shall provide Northumbrian Water with the results of such monitoring;
- (b) Should the results of such monitoring reveal siltation in the vicinity of any relevant outfall Northumbrian Water may require an outfall survey of such outfall.

(5) Should any relevant outfall or the bed of the Ouseburn in the vicinity of such outfall be subject to siltation to a significantly greater depth than identified in any outfall survey undertaken in accordance with sub-paragraph (2), to the extent that the performance of the outfall is significantly prejudiced and provided that the siltation is largely or completely due to the construction or operation of the scheduled works, then Northumbrian Water may either require the Council to clear the area concerned or undertake the work itself.

(6) The cost of any work done in accordance with sub-paragraph (5) shall be borne by the Council to the extent that the siltation requiring clearance has been caused by the construction or operation

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of the scheduled works but otherwise the said cost shall be borne by Northumbrian Water and should the said work be required partly on account of the scheduled works and partly by other causes the costs of such work shall be apportioned between the Council and Northumbrian Water.

Indemnity

22.—(1) The Council shall be responsible for and make good to Northumbrian Water all reasonable costs, charges, damages and expenses which may be caused to or incurred by Northumbrian Water by reason of the construction or operation of the scheduled works.

(2) The Council shall indemnify Northumbrian Water from and against all claims arising out of or in connection with the construction or operation of the scheduled works.

(3) Northumbrian Water shall give to the Council reasonable notice of any such claim or demand referred to in sub-paragraph (2) and no settlement or compromise thereof shall be made without the prior consent of the Council.