

## SCHEDULES

### SCHEDULE 9

#### PROTECTIVE PROVISIONS

#### PART 4

### FOR THE PROTECTION OF CAMBRIDGESHIRE COUNTY COUNCIL IN RESPECT OF ORDINARY WATERCOURSES

#### *General*

**36.**—(1) From the commencement of the construction of any specified work until the date falling 12 months from the date of completion of the specified work (“the maintenance period”), the undertaker must maintain in good repair and condition and free from obstruction the drainage work which is situated within the limits of deviation for that specified work and on land held by the undertaker for the purposes or in connection with the specified work, whether the drainage work is constructed under this Order or is already in existence. Upon the expiry of the maintenance period, the drainage work must be maintained by the highway authority for the highway to which the specified work relates.

(2) If any such drainage work is not maintained to the reasonable satisfaction of Cambridgeshire County Council, it may by notice require the person liable for maintenance of the drainage work to maintain the drainage work, or any part of it, to such extent as Cambridgeshire County Council reasonably requires.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the person liable for maintenance, that person has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, Cambridgeshire County Council may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the person liable for maintenance.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2) Cambridgeshire County Council must not except in a case of emergency exercise the powers of sub-paragraph (3) until the dispute has been finally determined.

**37.** If by reason of the construction of any specified work or of the failure of any such work the efficiency of any ordinary watercourse for flood defence purposes is impaired, or that watercourse is otherwise damaged, so as to require remedial action, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of Cambridgeshire County Council and if the undertaker fails to do so, Cambridgeshire County Council may make good the same and recover from the undertaker the expense reasonably incurred by it in doing so.

**38.**—(1) The undertaker must indemnify Cambridgeshire County Council in respect of all costs, charges and expenses which it may reasonably incur or which it may sustain—

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- (a) in the examination or approval of plans under this Part of this Schedule; and
- (b) in the inspection of the construction of a specified work in respect of a key watercourse or any protective works required by Cambridgeshire County Council under this Part of this Schedule.

(2) The maximum amount payable to Cambridgeshire County Council under sub-paragraph (1)(a) or (b) is to be the same as would have been payable to Cambridgeshire County Council in accordance with the scale of charges for pre-application advice and land drainage consent applications published on Cambridgeshire County Council's website from time to time.

**39.**—(1) Without prejudice to the other provisions of this Part of this Schedule, the undertaker must indemnify Cambridgeshire County Council from all claims, demands, proceedings or damages, which may be made or taken against, or recovered from Cambridgeshire County Council by reason of—

- (a) any damage to any ordinary watercourse so as to impair its efficiency for flood defence purposes,
- (b) any raising or lowering of the water table in land adjoining the works authorised by this Order or adjoining any sewers, drains and watercourses, or
- (c) any flooding or increased flooding of any such lands,

which is caused by, or results from, the construction of any specified work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the work.

(2) Cambridgeshire County Council must give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise of any such claim or demand is to be made without the consent of the undertaker which, if it withholds such consent, is to have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**40.** The fact that any work or thing has been executed or done in accordance with a plan approved or deemed to have been approved by Cambridgeshire County Council, or to its satisfaction, does not (in the absence of negligence on the part of Cambridgeshire County Council, its officers, contractors or agents) relieve the undertaker from any liability under the provisions of this Part of this Schedule.

**41.** Any dispute arising between the undertaker and Cambridgeshire County Council under this Part of this Schedule is to be determined by arbitration.