

**WRH Supporting Documentation for
CRT286 Penarth Feeder**

Documents included are:

- 4.2 CRT286_Penarth Feeder Access Map
- Canal & River Trust Generic Map Key
- 7.1 CRT286_Penarth Feeder Location Map
- 8.4 CRT286_Penarth Feeder Abstraction Details
- 8.5 CRT286_Penarth Feeder Evidence of Abstraction
- 13.1 CRT286_Penarth Feeder - Other Abstractions
- Montgomery Canal Operating Agreement 1987

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Canal &
River Trust

4.2 CRT286_Penarth Feeder Access

Montgomery Canal

B: Discharge point to
canal

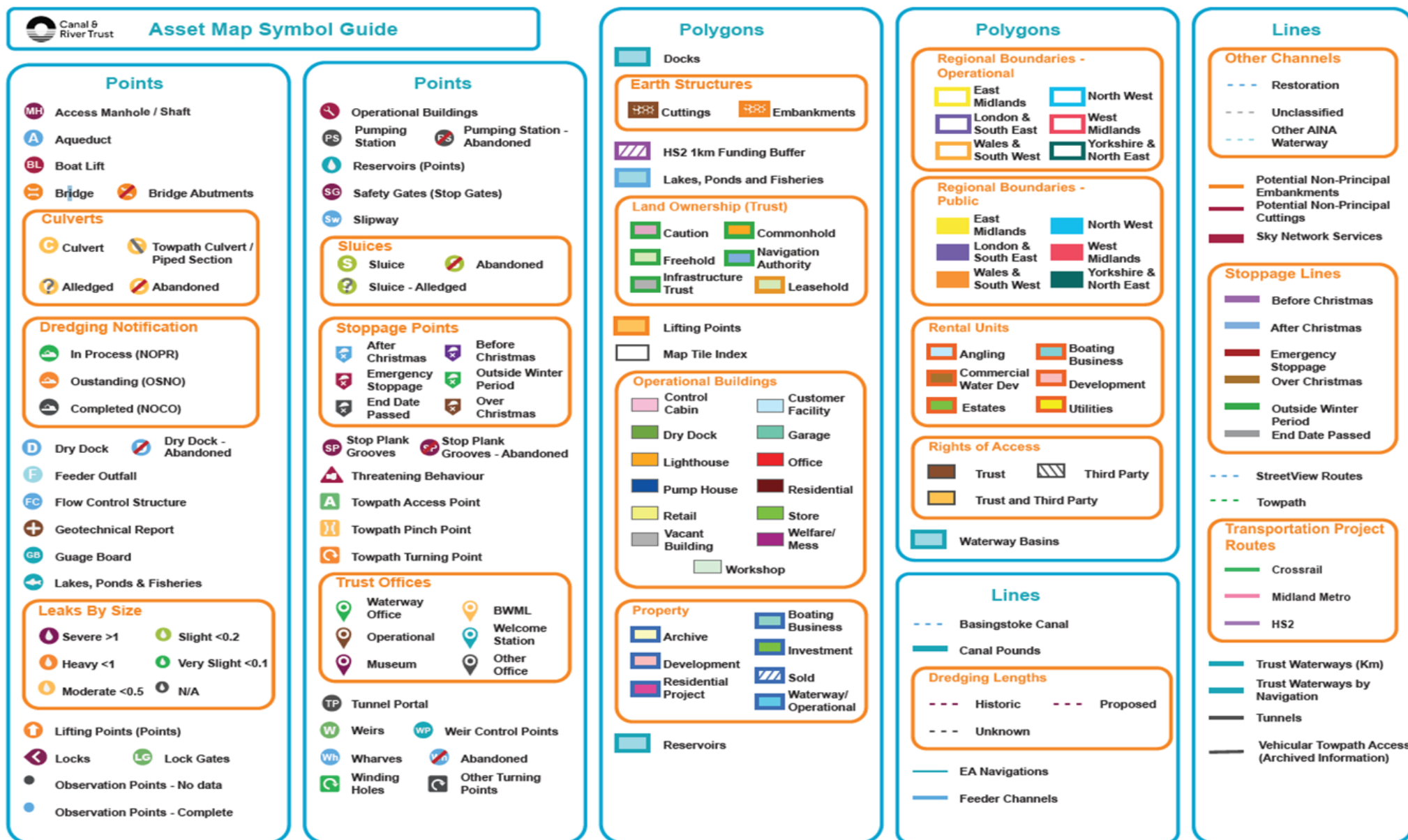
Canal & River Trust
Land Ownership
outlined in green

River Severn

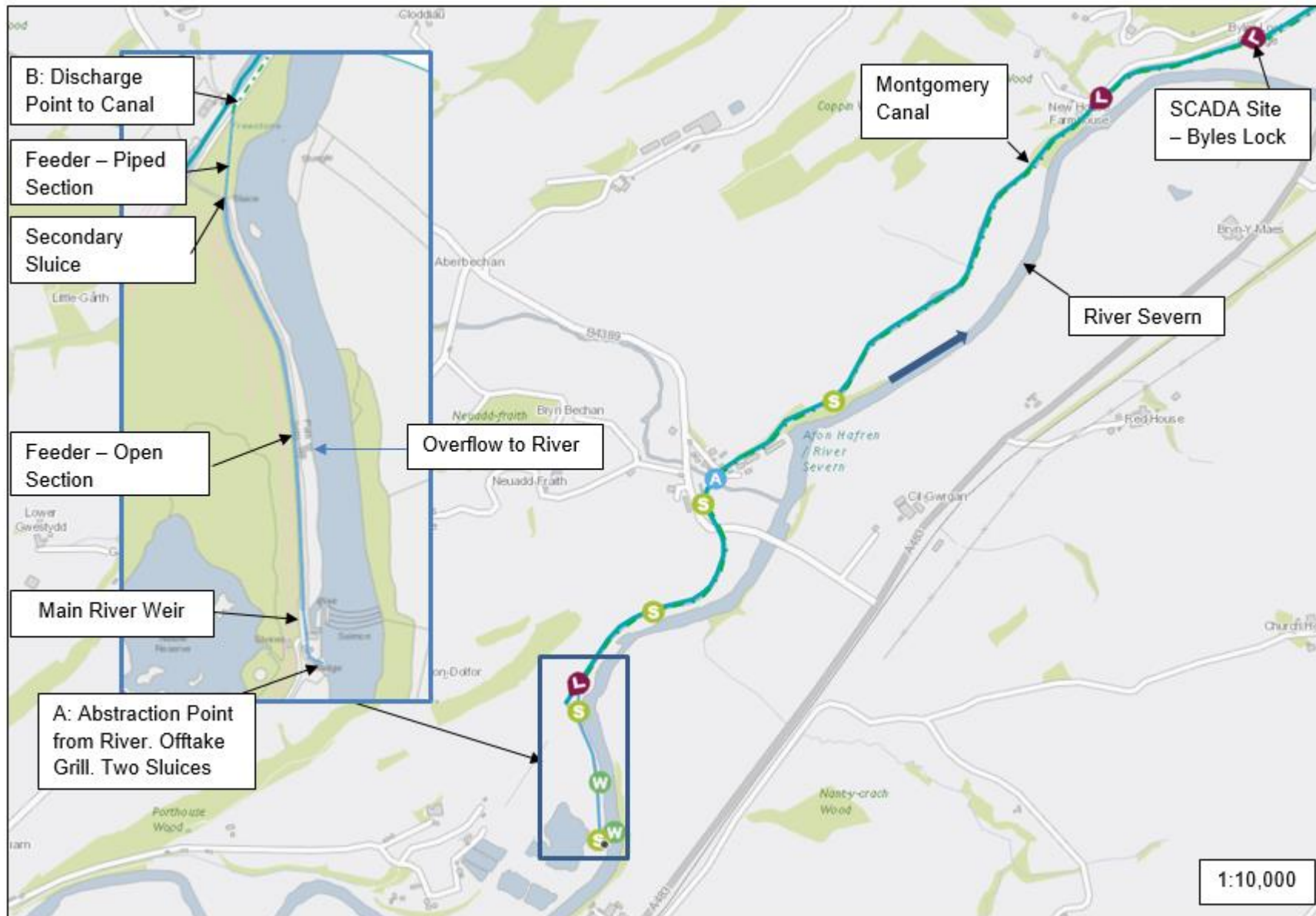
A: Abstraction
Point from river

Created by: Penny Carr
Created on: 09/11/2018
Scale: 1:2,500
Print size: A4

Canal & River Trust Generic Map Key:



7.1 CRT286 Penarth Feeder Location Map

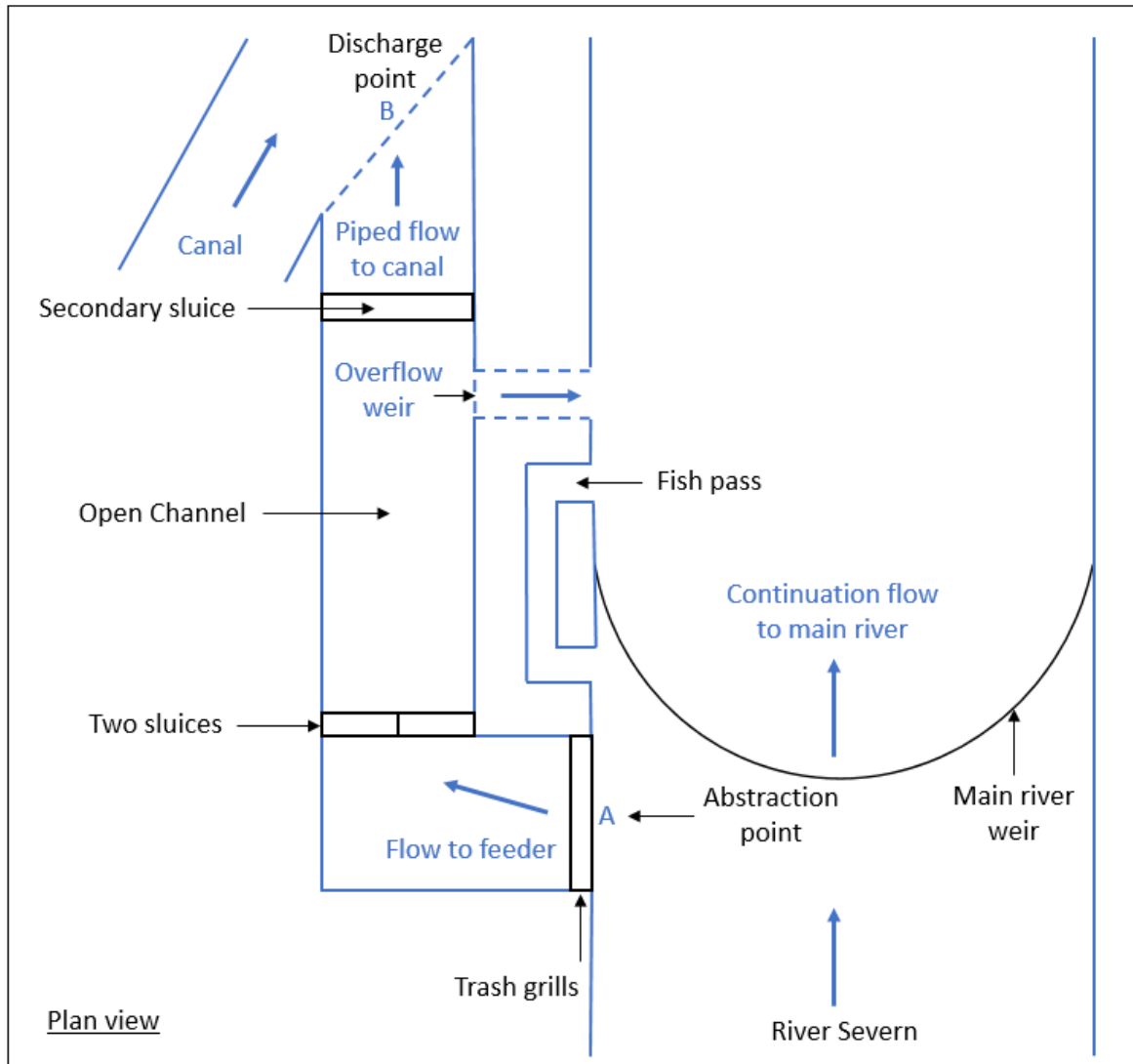


8.4 CRT286 Penarth Feeder Abstraction Details

General Description:

Penarth Feeder is a Scenario 2a feeder (as detailed in Navigation Scenario Workbook), with variable structures. The abstraction is from the main River Severn at Penarth which is diverted into the feeder channel via a main river weir. Flow into the feeder is then controlled by two adjacent sluices. The abstraction discharges into an open channel where it then flows to a secondary sluice used to discharge to the Montgomery Canal. The section between this secondary sluice and the canal is culverted. Please see schematic of abstraction arrangement.

Schematic of Abstraction Arrangement:



Details of the Structures:

Flow is diverted to the canal via a main river weir (with fish pass). Flow enters the head of the feeder channel, via trash grilles. Flow continues to two adjacent 0.6m x 0.6m sluices which are generally operated alternately to feed water into the open channel downstream. Flow then continues down this open channel to a further 1.2m x 0.6m sluice used as a secondary and final control to feed water through a piped section to the canal. Excess flow can be discharged back to the River Severn via an overflow weir in the open channel.

Please refer to photographic record in section 8.5 CRT286_Penarth Feeder Evidence of Abstraction below for photographs of the abstraction arrangement.

Means of Measurement/Assessment of Abstraction Quantities Method:

The abstraction is monitored via the Trust's telemetry/SCADA (Supervisory Control and Data Acquisition) system approximately 2.5km downstream of the abstraction on the Montgomery Canal at Byles Lock. Bypass flow and lockage are monitored at this location. A thin plate weir is installed at the downstream end of the bypass channel around the lock. Head over weir is recorded over the weir crest at this location. The flow is then calculated from the recorded head over weir using the standard weir equation for thin plate weirs as follows:

$$Q_B = Cd \times (2/3 \times \sqrt{2g}) \times b \times (h^{3/2})$$

where Q_B is the bypass flow in m^3/s , Cd is the coefficient of discharge, g is acceleration due to gravity in m/s^2 , b is the breadth of the weir in m and h is the recorded head of water over the weir in m . Lockage can be defined as the filling and emptying of a lock chamber and is monitored using a lock counter at this location. Lockage flow is derived from these data as follows:

$$Q_L = L \times V$$

where Q_L is the lockage flow in m^3 , L is the recorded lockage and V is the lock volume in m^3 . Abstraction quantities have then been calculated as follows:

$$Q = Q_B + Q_L$$

where Q is the total flow/abstraction in m^3 , Q_B is the bypass flow in m^3/s and Q_L is the lockage flow in m^3 .

General principles of maintaining a level on Canal & River Trust Navigations:

The purpose of water control at the Canal & River Trust (the Trust) is to keep the water level within a Normal Operating Zone (NOZ) to minimise business risks. The business risks associated with high water levels include overtopping, which could lead to canal infrastructure damage ranging from towpath surfacing to catastrophic embankment failure or breach. Low levels can lead to damage to canal lining and in cases of rapid drawdown collapse of canal bank, in addition to insufficient navigable depth which can lead to disruption and inconvenience to our customers, damage to reputation, loss of income and/or environmental/ ecological damage such as algal blooms, fish distress, kills etc. and/or impact on water sales (hands off flows, commercial agreements, intake structures exposed).

Generally, canals operate within the NOZ (Figure 8.41 below), which is a zone of tolerance around a Normal Water Level (NWL); NWL is usually determined by refining a given level based on unobstructed passage for navigation and efficient use of available resources (water and manpower).

Across the Trust's canal network, NWL may or may not be the same as 'level', 'pound datum' or 'zero' and slight variations between NWL and 'level' exist across the network i.e. in some areas NWL is equivalent to 'level', whereas in other areas 'level' maybe the bywash cill and NWL is 25 to 50mm above this to maintain a flow and level throughout the lower pounds in the canal.

The lower limit of the NOZ is generally governed by the minimal navigable depth of the section of canal in question, below NWL. Assuming pound datum and NWL are the same, then typical values of the lower limit of NOZ are in the region of - 200mm from pound datum. Depending on location, this can vary between -450mm and -100mm.

The upper limit of the NOZ is generally governed by the available freeboard of the section of canal and then subtracting a 'margin' from this. The freeboard enables the canal to have a degree of passive control, by the waste and bywash weirs (and in some areas the top beam of the lock gates), before requiring active intervention/flood control activities to avoid overtopping of the canal. In some locations on the network, the upper limits of NOZ is governed by the air draft under a bridge, i.e. the point below NWL beyond which navigational issues occur due to restricted head room.

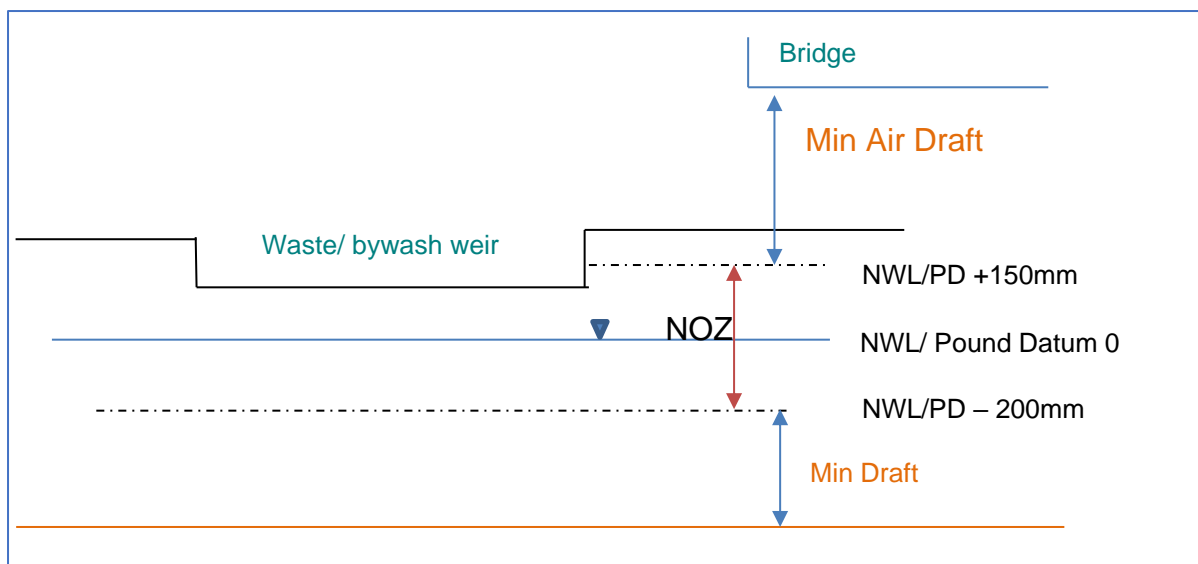


Figure 8.41: Example of Normal Operating Level on Canal & River Trust Navigations

8.5 CRT286 Penarth Feeder Evidence of Abstraction

Telemetry/SCADA data:

The abstraction is measured and recorded via the Trust's telemetry/SCADA system. Figure 8.51 below shows the daily mean abstraction quantities for the period 2011-2017 inclusive.

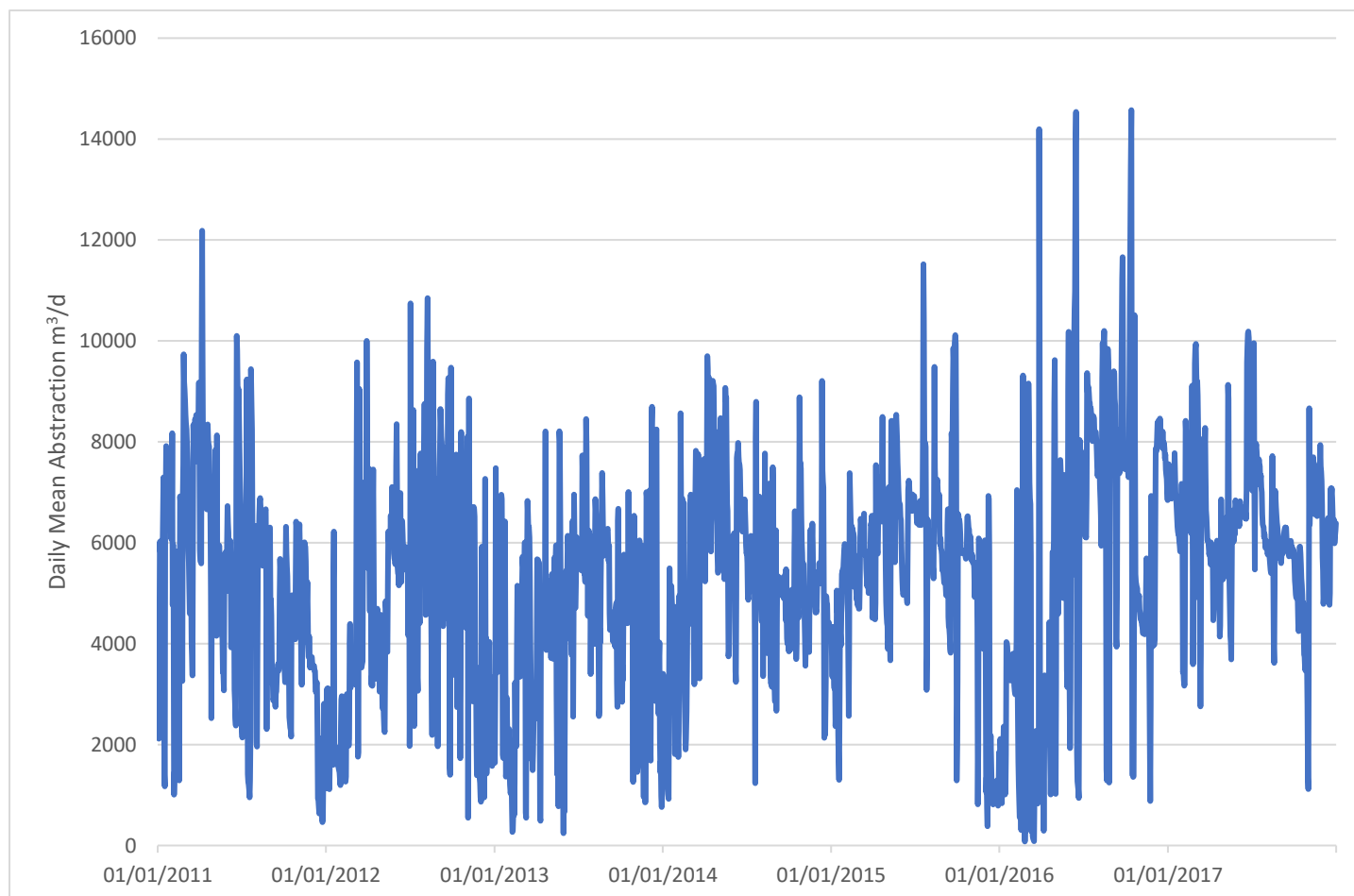


Figure 8.51 Daily mean abstraction 2011-2017

Photographic Record:

Photo 1: Penarth – main river weir looking upstream & direction of flow to the canal

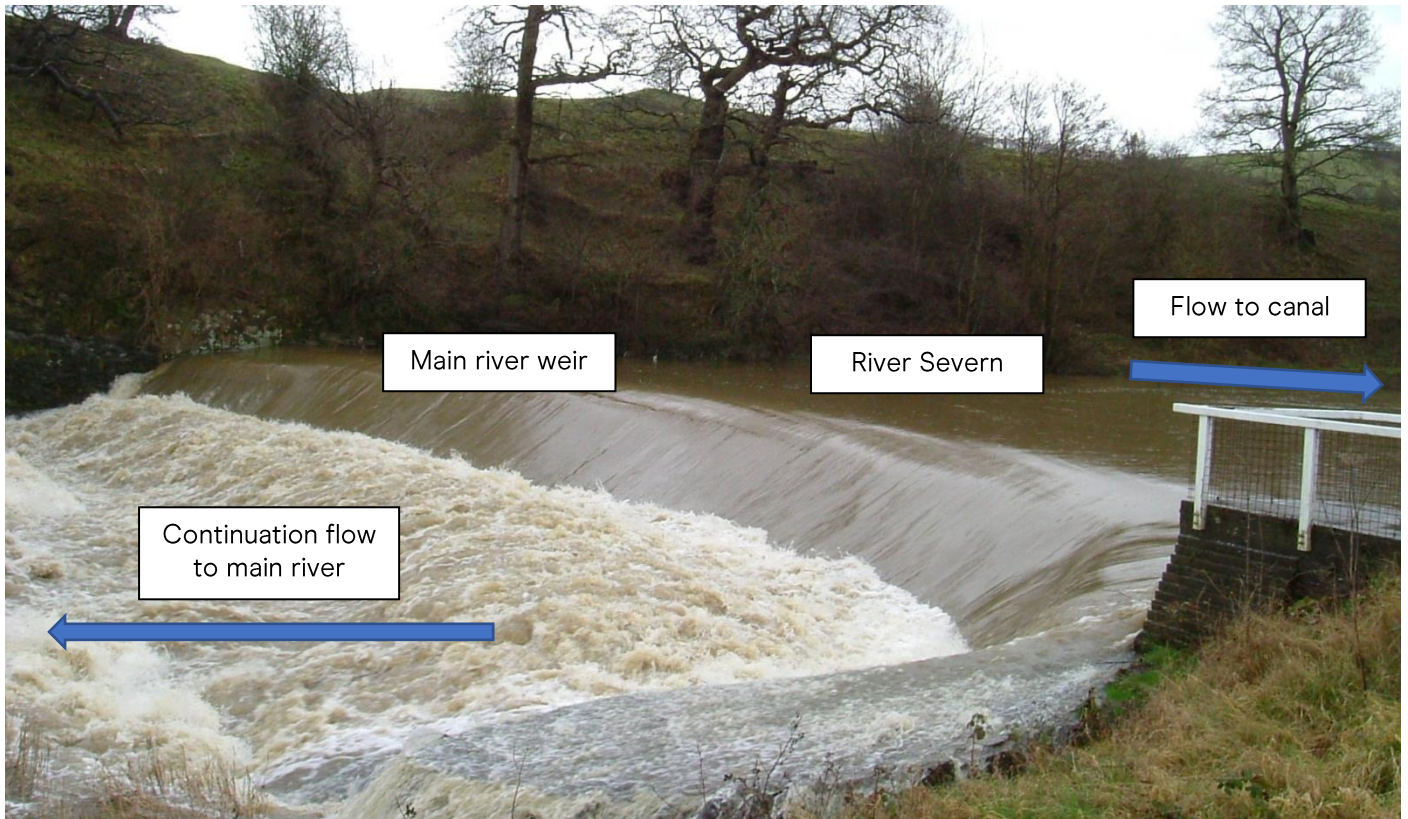


Photo 2: Penarth – main river weir looking downstream & direction of flow to the canal 29.06.17

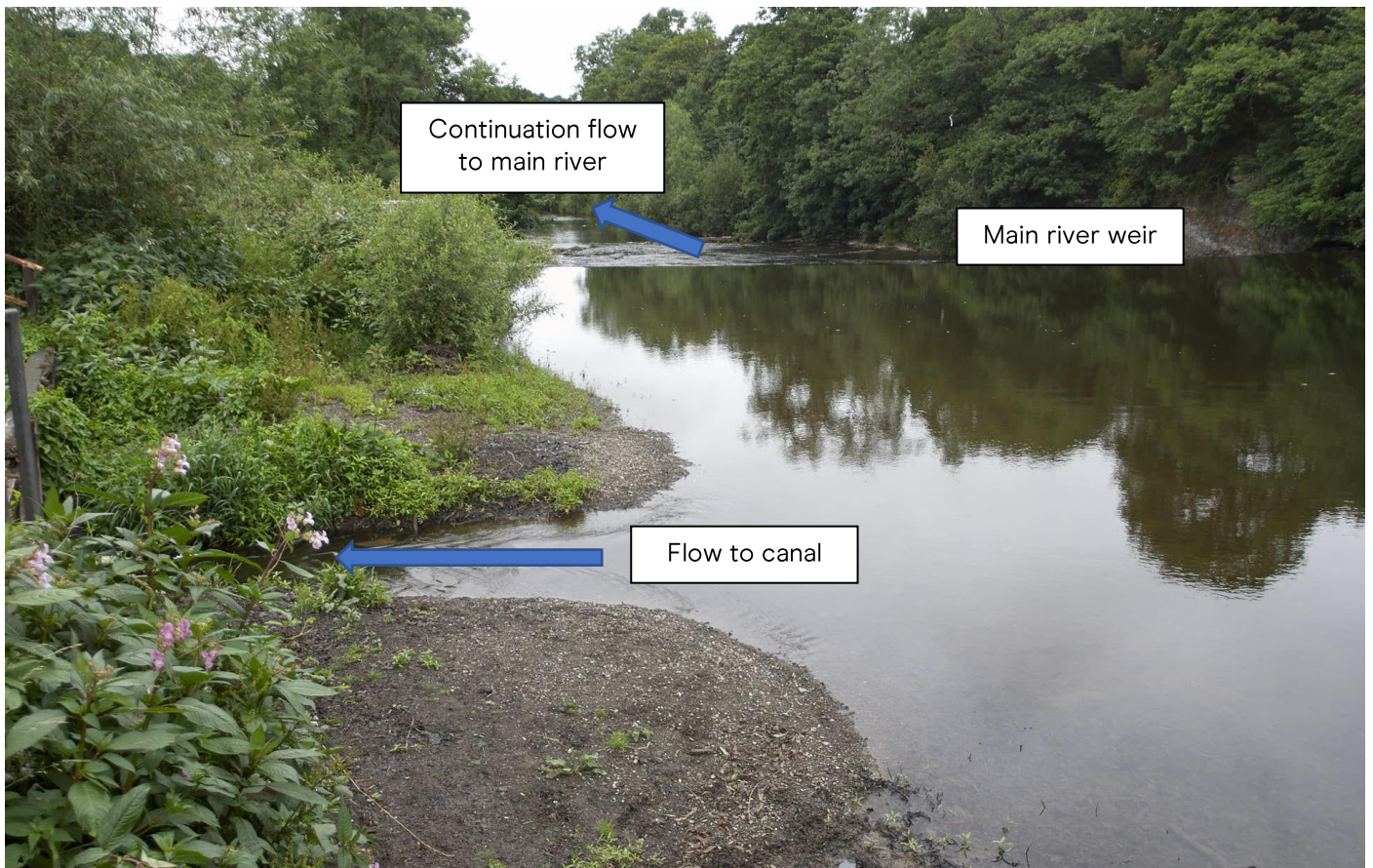


Photo 3: Flow to the canal downstream of grilles and upstream of two adjacent sluices

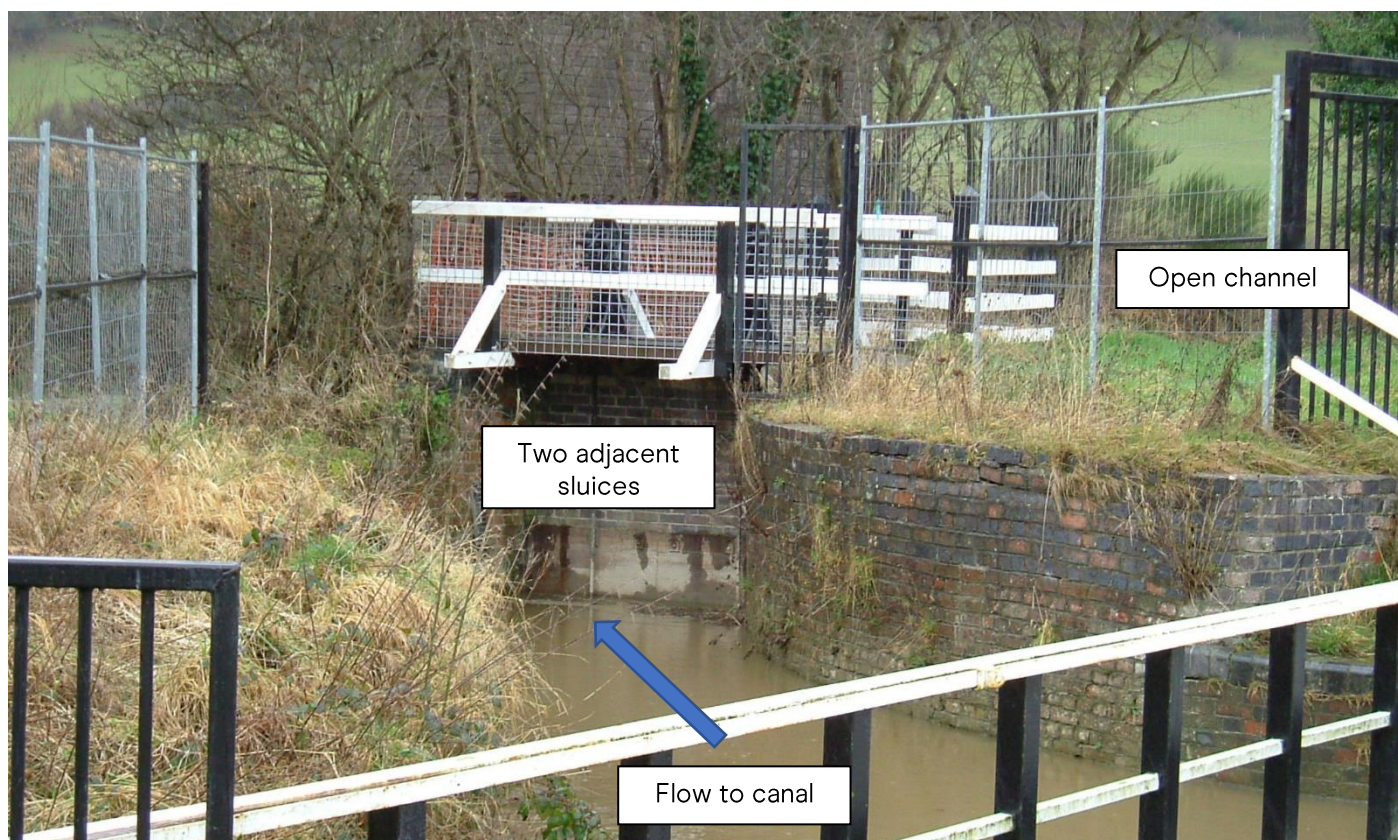


Photo 4: Two adjacent sluice gates 29.06.17

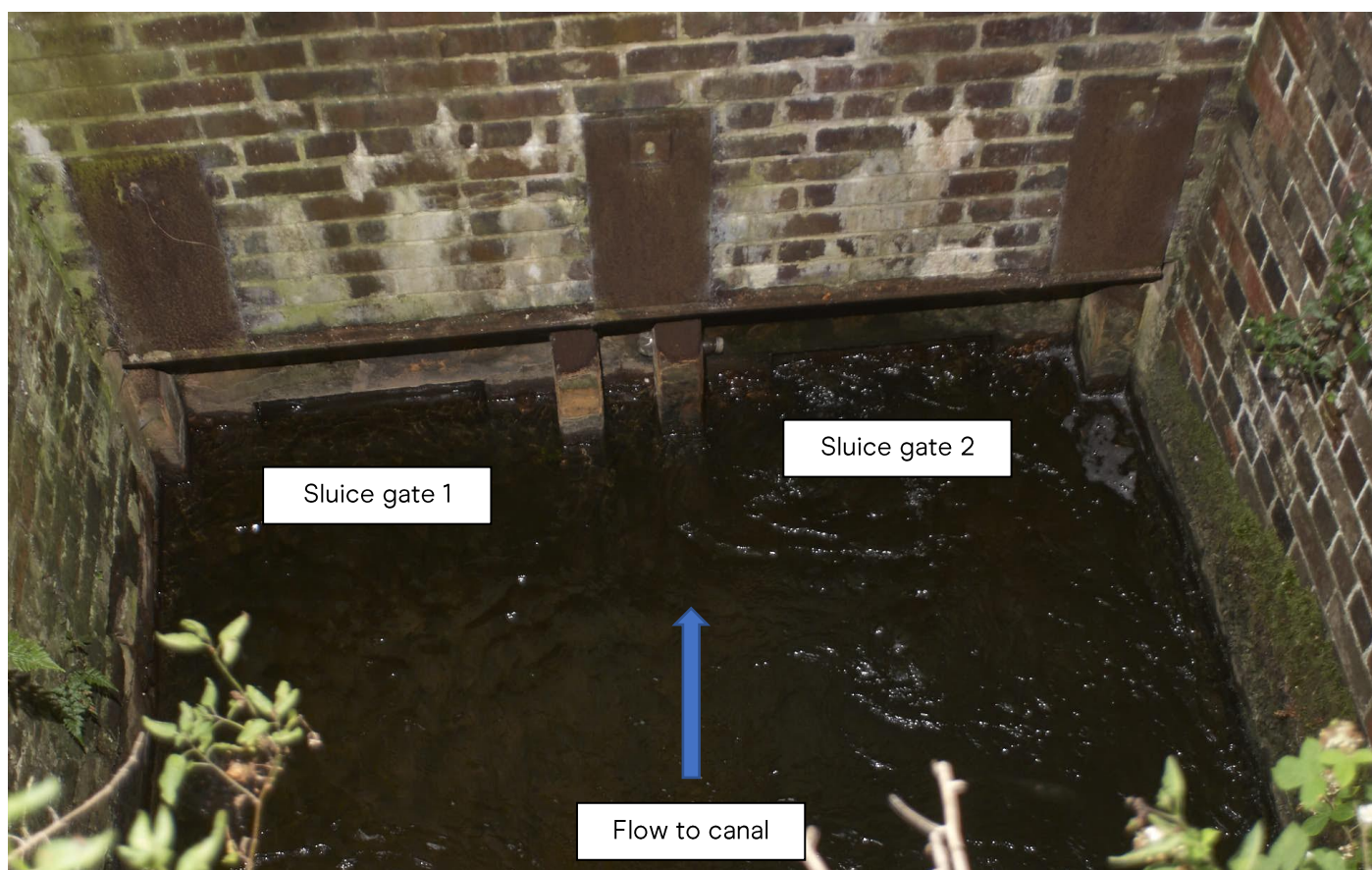


Photo 5: Open channel downstream of two adjacent sluices 29.06.17



Photo 6: Overflow from open channel back to main River Severn



Photo 7: Secondary sluice controls to canal



13.1 CRT286 Penarth Feeder - Other Abstractions

Penarth Feeder is one of three controlled feeders included within the Montgomery Canal Operating Agreement 1987 between the Trust, Natural Resources Wales and the Environment Agency, along with Tanat Feeder and Maesbury Mill. A separate application has been submitted for Tanat Feeder (CRT141).

An application will not be submitted for Maesbury Mill as we have not used the feeder during the qualifying period 2011-17. We do not own the existing sluice on site nor the land on which it is located. The sluice is owned and operated primarily by a third party, and any water transferred into the Montgomery Canal during the qualifying period has been done so by the third party and not by the Trust to support navigation. The existing infrastructure is currently in disrepair and temporary measures have been put in place to stop any feed from entering the canal.

Please see attached Operating Agreement and below for the requirements of this Operating Agreement relevant to this application:

- Section 9 (b) – ‘The Board [*now the Canal & River Trust*] shall limit the amount of water entering the canal during any river regulation period to such extent that the maximum flows specified in paragraphs (c), (d) and (e) below are not exceeded and shall not cause or permit any water to enter the canal by means of the ‘Penarth’.....‘Feeder’.....’during any such period of time when the storage of water in Llyn Clywedog is less than 25% of its capacity at the date of this agreement.’
- Section 9 (c) – ‘The maximum flow passing down the canal at Byles Lock including any flow in any bypass channel at that point during any river regulation period shall be –
 - (i) 150MI in any period of 7 days when no order under the Drought Act 1976 is in force reducing the quantity of water required to be discharged by the water authority from Llyn Clywedog and the amount of water released from Llyn Clywedog exceeds 300MI per day but does not attain 500MI per day;
 - (ii) 115MI in any period of 7 days when such releases attain 500MI per day; and;
 - (iii) 50MI in any period of 7 days during which an order under the Drought Act 1976 is in force reducing the quantity of water required to be discharged by the water authority from Llyn Clywedog.

BRITISH WATERWAYS BILL

AGREEMENT RESPECTING THE
MONTGOMERY CANAL,

IN PARLIAMENT

SESSION 1987-88

BRITISH WATERWAYS BILL

AGREEMENT RESPECTING THE MONTGOMERY CANAL

THIS AGREEMENT is made the 19th day of October 1987 BETWEEN the BRITISH WATERWAYS BOARD (hereinafter called "the Board" which expression shall include their successors in title and persons deriving title under them) and the SEVERN-TRENT WATER AUTHORITY (hereinafter called "the water authority" which expression shall include their successors in title and persons deriving title under them).

WHEREAS the Board have deposited in Parliament in the Session 1986-87 a Bill (hereinafter called "the Bill") intituled "A Bill to empower the British Waterways Board to construct works and to acquire lands for the restoration of the canal from Newtown to Frankton Junction; to make further provision with respect to such restoration; and for other purposes":

AND WHEREAS the water authority have agreed to refrain from opposition to the Bill in consideration of the terms of the agreement herein set forth:

IT IS HEREBY AGREED between the Board and the water authority that in consideration of the water authority

refraining from all further opposition to the Bill and subject to the Bill becoming law in substantially its present form, the following provisions shall, unless otherwise agreed between the Board and the water authority, apply and have effect:-

INTERPRETATION

1. In this agreement and unless the context otherwise requires, words and phrases have the same meaning as in the Bill as enacted provided that, for the avoidance of doubt, any reference to "the canal" shall be deemed to include a reference to any feeder maintained by the Board in connection with the canal.
2. This agreement shall apply and have effect to supplement the protection to be conferred upon the water authority under the provisions of the Bill as enacted and nothing in this agreement shall be construed as derogating from the rights and powers of the water authority under those provisions or otherwise.
3. To the intent that it shall be fully binding upon the Board and its successors, this agreement is made inter alia pursuant to section 40 of the Severn-Trent Water Authority Act 1983 and in connection with so much of the canal the legal estate whereof is vested in the Board at the date of this agreement.

THE NEWTOWN SEWER

4. (a) The Board shall not under the powers of the Bill as enacted except so far as may be permitted pursuant to paragraph (b) below -

- (i) enter upon, use or acquire any interest in land lying, at whatever level, within 3 metres, measured horizontally, of the centre line of the Newtown sewer ("the regulated land");
- (ii) use, strengthen, widen, improve, remove, alter or otherwise interfere with the Newtown sewer.

(b) The Board may with the consent in writing of the water authority which shall not be unreasonably refused, subject to such reasonable conditions as the water authority may specify and, subject thereto, pursuant to the provisions of ^{the intended substitute} clause 34 (For protection of drainage authorities) of the Bill as enacted -

- (i) enter upon, use or acquire interests in or rights over the regulated land so far as may be reasonably required for or in connection with the following purposes:-
 - (A) Work No.1 generally;
 - (B) Work No.1, on a convenient alignment (to be agreed between the parties or, in default of agreement, determined by arbitration) at the point where it passes under Rock Farm Bridge and between the said bridge and Rock Lock;
 - (C) a towpath to be provided in connection with Work No.1;
 - (D) the stopping up and diversion of the footpath and vehicular access in the manner

- shown on sheet No.1 of the deposited plans;
- (E) the intended crossing of the canal over the Newtown sewer at National Grid Reference S013439252;
 - (F) accommodation access works in relation to Rock Lock and Rock Farm and the provision of swing or lift bridges at -
 - (a) Port House; and
 - (b) at a point between Port House and the Newtown Water Reclamation works at National Grid Reference S013269255;
 - (G) a winding hole or turning point for vessels to be provided between Rock Farm and the Old Pumping Station at Newtown; and
 - (H) an accommodation bridge over the canal at a point between Rock Farm and the said Old Pumping Station together with a way for pedestrians and vehicles between the B4568 road and the car park and mooring basin to be provided in the field adjacent to the river Severn; and
- (ii) make, maintain, alter, replace or relay works within the regulated land for or in connection with the aforesaid purposes.
- (c) The water authority shall not be required to give their consent under this agreement to -
- (i) the construction of any permanent works within the regulated land, other than

permanent works for or in connection with the purposes mentioned in paragraphs (b)(i)(B) to (H) above; or

(ii) the removal or alteration of the Newtown sewer except for -

(A) such removal or alteration as may be required as part of the realignment of the sewer for or in connection with the purpose mentioned in paragraph (b)(i)(B) above; and

(B) the alteration of the upper levels of manhole shafts and covers forming part of the sewer for or in connection with the purpose mentioned in paragraph (b)(i)(C) above.

(d) The reasonable conditions subject to which the water authority may grant their consent under paragraph (b) above may include conditions requiring the submission to and approval by the water authority prior to the commencement of work of the details of the proposed method of working and requiring the Board to carry out or pay to the water authority the cost of carrying out works for the protection of the Newtown sewer.

(e) The Board shall from time to time pay to the water authority

(i) any additional expense to which the water authority may be put in the maintenance, management, repair or renewal of the Newtown sewer (including the cost of providing and

maintaining protective works such as are referred to in paragraph (d) above in connection therewith) as a result of the construction of any works authorised by the Bill as enacted; and

- (ii) all costs, charges and expenses which the water authority may reasonably incur or have to pay or which they may sustain in watching over or inspecting any specified works (within the meaning of ^{the intended substitute} clause 34 (For protection of drainage authorities) of the Bill as enacted) affecting the Newtown sewer.

(f) In this clause "the Newtown sewer" means that length of public sewer draining from the upstream limit of Work No.1 at National Grid Reference S011829227 to the Newtown Water Reclamation Works at National Grid Reference S013439251.

FLOOD PLAIN COMPENSATORY WORKS

5. (a) In order to preserve the flood plain storage capacity of the lands adjoining the river Severn existing prior to the execution of the works, the Board shall prior to the construction of those parts of Work No.1 and Works Nos.3 and 3A respectively which encroach on the flood plain carry out in respect thereof adequate flood plain compensatory works and thereafter maintain the same at their own expense and to the reasonable satisfaction of the water authority -

- (i) from the upstream limit of Work No.1, down

as far as the upstream limit of the flood
argae of the Newtown Water Reclamation Works
at National Grid Reference S013419249 within
the lands in the community of Newtown and
Llanllwchaiarn numbered 26 on the deposited
plans; and

- (ii) adjacent to Works Nos. 3 and 3A within the
lands in the community of Berriew numbered
6A, 8A, 15A, 15B and 15C on the deposited
plans.

(b) Each of the flood plain compensatory works
referred to in paragraph (a) above shall be a "specified
work" for the purposes of ^{the intended substitute} clause 34 (For protection of
^{drainage authorities} ~~Severn Trent Water Authority~~) of the Bill as enacted.

WERN OVERFLOW

6 (a) The Board shall (unless its construction is
shown by the Board to the reasonable satisfaction of the
water authority to be unnecessary for the purpose of
securing so far as practicable that water from the canal is
returned to the river Severn) at their own expense and
within 2 years of the commencement of the works specified in
Schedule 1 to the Bill (other than highway works) between
Carreghofa lock and the Wern overflow and in any event prior
to the completion of those works, construct and thereafter
maintain in connection with those works and to the
reasonable satisfaction of the water authority an adequate
overflow pipe to the river Severn from the Wern overflow
point on the canal at National Grid Reference SJ26041298.

(b) The said pipe shall be a "specified work" for the purposes of ^{the intended substitute} clause 34 (For protection of ^{drainage authorities} ~~Severn-Trent Water Authority~~) of the Bill as enacted.

ACCESS TO SEWER

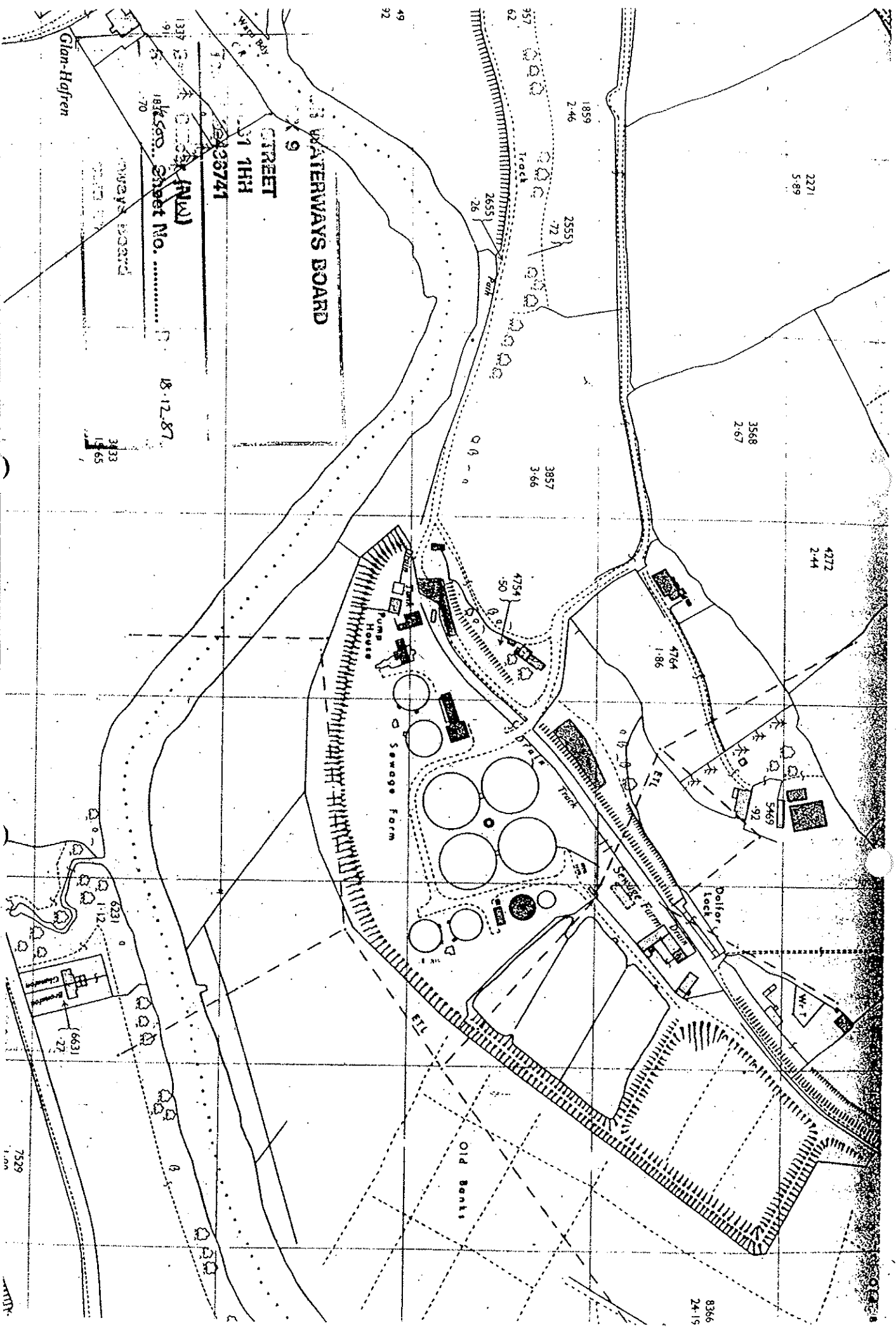
7. Any rights acquired by the Board under subsection (3)(g) of clause 22 (Purchase of rights over land - access to water authority's sewer) of the Bill as enacted shall be conveyed by the Board to the water authority free of charge.

NEWTOWN WATER RECLAMATION WORKS

8. (a) The Board shall not, prior to the completion of Work No.1B, temporarily stop up, divert or interfere with the existing means of access to and egress from the property of the water authority known as Newtown Water Reclamation Works (hereinafter referred to as "NWRW") without providing alternative means of access thereto and egress therefrom for all purposes for persons, equipment, plant, machinery and vehicles to the reasonable satisfaction of the water authority.

(b) Work No.1B shall be constructed and subject to paragraph (c) below thereafter maintained by and at the expense of the Board so as to provide such reasonable means of access to and egress from NWRW as the water authority may reasonably require and the Board shall on request by the water authority execute such deed of grant in favour of the water authority and its successors and assigns as the water authority may reasonably require to confirm all such requirements.

(c) Upon the completion of Work No.1B to the



reasonable satisfaction of the water authority, the maintenance of the road forming part of that work (including so much of it as is carried by the bridge) shall be the responsibility of the water authority.

(d) Having regard to the requirements of paragraphs (b) and (c) above, the Board shall submit to the water authority a plan, section and description of Work No.1B for their reasonable approval and shall not construct that work except in accordance with the plan, section and description submitted and approved as aforesaid or settled by arbitration and in accordance with such reasonable requirements as may be made by the water authority for securing access to and egress from NWRW.

(e) In the event of their proceeding to execute any part of Works Nos.1, 1A and 1B and immediately prior to the closure in connection with those works of the existing parking area shown coloured green on the attached plan the Board shall make such reasonable provision for the parking of vehicles by fishermen as the water authority may require on the land shown coloured pink on the said plan in order to prevent or avoid obstruction of access to and egress from NWRW.

(f) Clause 35 (For protection of electricity, gas and water undertakers) of the Bill as enacted, shall apply to the submission and approval of plans under this paragraph.

REGULATION OF FLOWS

9. (a) This clause shall have effect as from the //

date of the commencement of any of the works.

(b) The Board shall limit the amount of water entering the canal during any river regulation period to such extent that the maximum flows specified in paragraphs (c), (d) and (e) below are not exceeded and shall not cause or permit any water to enter the canal by means of the Penarth Tanat and Maesbury Feeders or from the proposed Newtown pumping station during any such period at a time when the storage of water in Llyn Clywedog is at less than 25% of its capacity at the date of this agreement.

(c) The maximum flow passing down the canal at Byles Lock including any flow in any bypass channel at that point during any river regulation period shall be -

- (i) 150 Ml in any period of 7 days when no order under the Drought Act 1976 is in force reducing the quantity of water required to be discharged by the water authority from Llyn Clywedog and the amount of water released from Llyn Clywedog exceeds 300 Ml per day but does not attain 500 Ml per day;
 - (ii) 115 Ml in any period of 7 days when such releases attain 500 Ml per day; and
 - (iii) 50 Ml in any period of 7 days during which an order under the Drought Act 1976 is in force reducing the quantity of water required to be discharged by the water authority from Llyn Clywedog.
- (d) The maximum flow passing down the feeder

channel from the river Tanat to the Canal at Carreghofa lock during any river regulation period shall be -

- (i) 49 Ml in any period of 7 days; or
- (ii) such lesser amount as may be specified by the water authority in order to maintain at any time a residual flow of 15 Ml per day downstream of the weir known as the Carreghofa or Tanat Weir, to be calculated by reference to the water authority's river gauge at Llanyblodwell and by reference to gaugings taken by the water authority below such weir.

(e) The maximum flow to be taken from the river Morda at Maesbury Mill during any river regulation period shall be 14 Ml in any period of 7 days.

(f) To ensure minimum loss of water from the canal via overflow weirs, the Board shall secure during any river regulation period that the maximum water storage level at Trwstllewellyn except during flood conditions is not higher than 25mm below the lowest sill of the existing overflow weir at that point.

(g) The Board shall not during any river regulation period take water into the canal except in flood conditions from any source other than -

- (i) the Newtown pumping station;
- (ii) Penarth Feeder;
- (iii) Lledan Brook Feeder;
- (iv) Tanat Feeder;

(v) Maesbury Mill (from the Morda Brook); and

(vi) Frankton,

without the consent of the water authority which consent shall not be unreasonably withheld but this clause shall not apply to the flow of existing streams and drains which at the date of this agreement discharge into the canal:

Provided that nothing in this clause shall entitle the Board to cause or permit any material increase in the flow or capacity of any of those sources.

(h) The Board shall maintain for the purposes of this clause the gauges fixed in the bypass channels at Byles Lock and Carreghofa Lock on the canal and the gauges which are fixed at the existing Wern overflow (at National Grid Reference SJ25171407) or such other gauges as may be agreed between the parties.

(i) If any gauge is reasonably required by the Board or the water authority in order to measure or record flows of water for the purposes of this clause and it is agreed in writing between them or, in default of agreement, settled by arbitration that such a gauge should be provided, that gauge shall be provided and maintained by and at the expense of the Board in the case of a gauge to be installed on the canal and by the water authority in the case of a gauge to be installed on a watercourse for which they are responsible.

(j) The Board shall permit the water authority and the water authority shall permit the Board to inspect any gauges which may be maintained or operated by the other

party and so far as may be reasonably required for the purposes of this agreement and the Board shall afford to the water authority such facilities as the water authority may reasonably require for the placing, maintenance and operation of their own gauges to measure and record the flow and level of water in the canal.

(k) Operating rules shall be agreed between the Board and the water authority or in default of agreement settled by arbitration to provide for the giving and exchange of any necessary information by the Board and the water authority for the purposes of the provisions of this ^{clause} ~~paragraph~~ including the provision by one party of such information as the other may reasonably require including -

- (i) inflows to the canal at the proposed Newtown Pumping Station, at the Penarth, Tanat and Maesbury Feeders and at Frankton Lock;
- (ii) storage volumes and levels in the canal;
- (iii) outflows from the canal at Wern and other sites;
- (iv) predicted daily abstractions for the next week at the proposed Newtown Pumping Station and the Penarth and Tanat Feeders;
- (v) lockage records;
- (vi) releases from Llyn Clywedog;
- (vii) storage volumes in Llyn Clywedog; and
- (viii) flows at Llanyblodwell River Gauge.

(l) The provisions of paragraphs (b) and (g) of this clause shall be reviewed and revised as may be agreed

between the parties or, in default of agreement, settled by arbitration -

- (i) in the event of any proposal being made by the water authority for the amendment of the operating rules for regulation of the river Severn, as published by the water authority in October 1985, or for the making of any further rules to supplement, vary or replace those rules or any rules replacing them which may significantly affect, adversely to the Board's interests, the flow regime in the river Severn at the Penarth Feeder through the operation of Llyn Clywedog; or
- (ii) if, 7 years after the completion of the works by the Board (which date shall be agreed between the Board and the water authority or, failing agreement, settled by arbitration) or on any seventh anniversary thereafter, it is shown by the Board that excessive restraints as to the taking of water by the Board have been imposed under this clause regard being had to the requirements of the water authority to provide resources to support the abstraction of water from the river Severn for the purposes of public water supply.

(m) In this and the next two following clauses "river regulation period" means any period of time in

respect of which the water authority notify the Board in writing that water is being or is about to be released by the water authority from Llyn Clywedog to support the flow in the river Severn.

OVERFLOWS

10. (a) No existing overflow from the canal shall be lowered or otherwise altered and no new overflow or sluice on the canal shall be constructed by the Board without the prior approval in writing of the water authority as to its level and as to the arrangements for returning flow to the river Severn.

(b) Paragraph (a) above shall not apply with respect to the temporary removal of any capping on an overflow provided that all such cappings shall be reinstated prior to and maintained during any river regulation period.

(c) Any work to which paragraph (a) above applies shall be a "specified work" for the purpose of *the intended Substitute* clause 34 (For protection of ~~Severn Trent Water Authority~~ *drainage authorities*) of the Bill as enacted.

UMPING FROM CANAL

11. (a) The Board shall not without the consent of the water authority pump from the canal to the Llangollen Canal -

(i) during any period of 7 days comprised in any river regulation period and/or the period not exceeding 14 days prior to any river regulation period following notice by the water authority to the Board of the intended

commencement of the river regulation period,
a quantity of water exceeding that which
passes from the Llangollen Canal into the
canal during the said period of 7 days;

(ii) in any period of 8 months, a quantity of
water exceeding that which passes from the
Llangollen Canal into the canal during that
period.

(b) The Board shall notify the water authority
immediately and by the most convenient means available of
the commencement of pumping in accordance with paragraph (a)
of this clause and the water authority shall from time to
time provide to the Board the name, address and telephone
number of their officer to whom such notification is to be
given.

(c) The Board shall maintain and make available
for inspection by the water authority records of the
quantities of water which pass every day from the Llangollen
Canal to the canal or which are pumped from the canal to the
Llangollen Canal.

(d) The records maintained in accordance with
paragraph (c) of this clause shall be in such form as to
indicate clearly the difference between the quantities
passing to or pumped from the canal in any day.

SURFACE WATER SUPPLY

12. Without prejudice to the conferment of and subject
to the exercise by the water authority of any powers which
may be conferred upon the water authority under any public

general legislation enacted after the date of this agreement, the water authority will not seek to charge the Board in respect of surface water taken into the canal from existing feeders.

DISCHARGES BY WATER AUTHORITY

13. (1) The water authority shall be entitled, subject to any necessary statutory consents, to discharge surface water from their public sewers (other than those used in whole or in part for foul water drainage) into the canal free of charge from any existing discharge point.

(2) The water authority's entitlement under this paragraph shall cease to apply in respect of any discharge point where the capacity at that discharge point is enlarged.

(3) Nothing in this clause shall prejudice or affect the operation of any agreement in existence at the date of this agreement regulating the relations between the Board and the water authority in respect of any discharge.

ARBITRATION

14. Any difference arising between the Board and the water authority under this agreement (other than a difference as to the construction of this agreement) shall be settled by arbitration in the manner provided by the Bill as enacted.

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