

M E E T I N G R E C O R D



Project TIE TEL agreement review
Meeting no. L6
Autocode 33155
Date of Meeting 24/06/08
Place Watermark
Distribution Attendees., LA, AB2, EF, EI

Present,

Ian Clark TIE PM

John Casserly TIE CM

Helen Day SW legal

Gus Conejo Watt; SW CID TM

Tim Porter SW Arcadis CM

John Flett SW CID PM

Item	Description	Action
1	Introductions	
1.1	JC advised CEC not attending; TIE and CEC discussed and all as part of development programme; TIE will keep CEC fully updated	JC
1.2	GCW expressed SW concerns that CEC are not involved, and SW wish to get TEL agreement resolved asap, and will escalate if not addressed. GCW noted delays to issue of the TEL document which were not acceptable to SW. JC advised that an issue with the definition of emergency had delayed issue of TEL draft document.	
2	Essentials form Meeting	
2.1	SW needs were listed in attachment to letter dated 19/06/08, and also to address comments listed in their detailed letter and appendices of 02/06/08	
2.2	TIE essentials; not to address blow by blow all clauses, but to move to high level issues and resolve. Believe SW may have misconstrued or missed points in initial draft submission, and TIE aim to address SW fears.	
2.3	CEC require amicable solution asap to TEL agreement	
3	Review of SW letter and issues to address by TIE	
3.1	SW High Level concern is that TEL agreement proposed is not balanced, does not address SW issues and creates risks to SW infrastructure and erodes SW rights and requirements under legislation, and requires additional costs to SW; SW also believe the detailed redraft must address and reimburse all SW additional reasonable costs vis a vis the current position; to review	JC
3.2	Re tie in requirement which SW believe should be included, TIE believe TEL does not require this, and that TEL is an agreement re operational issues with TEL, CEC; no agreement; to review	HD, JC

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3.3	SW advised that TEL agreement would make it more difficult for SW, would involve dealing with an extra Third party , would increase risks and costs on repairs; TIE asked SW to provide details and demonstrate the anticipated increase in costs from the current arrangement prior to Trams . SW advised impractical. TP noted that the principles of the TEL agreement needed to be focused on, and in the limited time available - rather than attempting to identify the costs. that can be substantiated at the time they are incurred. TIE asked SW to separate the TEL agreement and Sewer HL review, but GCW advised that both were inextricably linked and must be addressed together; to address	JC
3.4	TIE want to know SW issues and concerns re TEL proposals; SW believes all their views and concerns are fully documented and issued to TIE in letter of 02/06/08. Discussion on SW inspections, SW budgets, how SW programme maintenance, and how SW funded etc but advised issue is to address TEL agreement	
3.5	Quantum; SW progressing theoretical exercise on cost options for review by SW senior management; JC advised they had requested details of additional costs of work under restricted access , but none received.	JF
3.6	Obligations on SW; SW carry out reactive maintenance generally, and the requirements under TEL agreement for 25 year programme deemed not acceptable; Discussed costs, default and proving fault or negligence and onus proposed on SW; SW advised the TEL agreement could not remove any of SW's rights and obligations under the NRSWA, Sewerages Act and Water Act and associated technical agreements	JC
3.7	HD advised build over agreements needed within the act re sections not subject to NRSWA; JC advised only several locations eg depot	JC
3.8	Appendix 3 review; 25 year maintenance not acceptable; SW considered it unreasonable for TEL to reject or cancel requested/agree access by SW; TIE advised this would only be done on a reasonable basis as TEL required to take in to account events and circumstances which SW may not be aware of, such as emergency eg gas main leak or damage to the TRAM infrastructure etc. It was agreed that operational issues may impact on access and as such the wording should be include the requirement for any restricted/prevented access to be on reasonable grounds and to address minimum disruption to SW infrastructure and operation. Agreed 5 year programme may be more reasonable	JC
3.9	Clause 4.3.5 (no adverse effects on the tram even if inherent in the works) is not acceptable to SW, Clause 11.8 (SW to incur its costs of preparing this Agreement) is not acceptable to SW; SW believe position should be cost neutral with the current situation	JC
3.10	SW queried what would happen if maintenance work over ran, SW would be employing contractors on behalf of SW, issues with what TIE's stance would be and PR implications. TIE confirmed TEL supervision would be minimal and not as per Railways. To review	JC, TP
3.11	Issues of insurance, imbalance, open-endedness and timescales of Agreement highlighted; SW confirmed they self insure, and cannot therefore provide details for insurance cover but on the basis that the works are contracted to others SW will ensure their contractors have the requisite insurance cover. SW cannot provide information to TIE in terms of insurance i.e. letter confirming they self insure etc to be confirmed or provided on an annual basis or advised if & when changed in future to address. SW raised issue of TIE insurances	JC, HD
3.12	Sewers DKE issues; SW would request that TEL agreement in position asap to allow Sewer HL meeting to progress; TIE advised G Barclay will be discussing with P Farrer asap. Post meet note SW to provide a copy of W Kerber's report on the sewers below the tram to tie prior to 15 th July 08. Issued 30/06/08	All JF

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3.13	Infraco programme; SW concerned that Infraco due to start this month and no agreement; discussed if TIE initial agreement covers. Infraco have advised SW they already incentivising programme; JC confirmed that tie/Infraco would review sections to maximise laying of track and endeavour to avoid working in sections not fully complete or resolved. HD advised of build over agreement issues; GCW asked why taken so long to address and issue TEL agreement even without emergency issue resolved, given Infraco start and why no response to SW letter on T Axford issues, tie confirmed they would review the letter and confirm why a formal response had not been issued ; JC advised due to holiday commitments that a redrafted TEL agreement would not be available until the 15/07/08 and that the extent of the actual SW infrastructure potentially affected within the DKE had only been finalised by TIE in the last two weeks. GCW advised a further 4 weeks to respond was not acceptable due to SW senior management timescales – Agreed tri party meeting needs to be programmed < 31/07/08.	JC
3.14	Appendix 4 variance; SW obligations on both parties; clause 3.1 to minimise inspection and maintenance JC noted that SW would still meet its Statutory duties And clauses 3 and 4 are excessive requirements on SW; JF to discuss with C Stewart re implications of extra works on operations	JF
3.15	SW would like option for ongoing review of procedures and approval processes	HD, JC
3.16	Issue of 9 years on capital works where protective measures already put into place and maintenance works; see clause 3.4; need to address sewer issues in advance. JC advised onus on SW to identify JF to check with WK details of any initial agreements	JF
3.17	Streetscaping funding NRSWA issue raised at IN 2 meeting with Infraco; JC confirmed his understanding that only specific areas within the TRAM route had been included for streetscaping works by INFRACO however CEC have expressed a desire for significantly more Streetscape along sections of the route such as Leith Walk, Princes Street, North/South St Davids Street etc which would be a variation and instructed by CEC.	
3.18	Note 5 deep excavations; covers CDM safety issues	
3.19	Exclusion zone; SW want no cost implication on SW if trams slowed down (<i>post meeting note; or stopped</i>) re work near within the DKE but outwith the affected zone; JC confirmed that all works in the area adjacent to the Tram even if they are outside the affected zone will require to be advised to TEL to inform the Tram operators/drivers of works and ensure they take the appropriate actions in the affected areas. JC confirmed his opinion that any SW works outwith the affected areas and any slow down should be similar to the tram dealing with everyday obstructions, corners etc but this will be confirmed. Therefore SW should not incur extra direct or indirect costs associated with the aforementioned disruption to the trams.	JC
3.20	Emergency definition; JC advised TIE willing to receive any comments from SW and had asked earlier; SW proposed NRSWA definition; could change the OCIP? <i>Post meeting note; SW consider NRSWA sect 1.1.1 definition is appropriate.</i>	JC, HD
3.21	Disputes; system too lengthily for SW; JC advised as per MUDFA initial agreement to review and possibly reduce timetable; TP believed related dispute is not in original agreement but would not affect the mechanism if it was by agreement of both parties.	HD, JC
3.22	Appendix 9; at variance with SW statutory rights and rules	JC
3.23	Appendix 11; where a dispute can be stopped for parties not adhering to deadlines was discussed. TP noted this was excessive. JC noted this applied to both parties and was in the original agreement; To review	TP

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3.24	Appendix 12; Mediators; to change to independent person to choose from the approved if the parties could not agree the appointment from the approved list, and in the event of CEDR ceasing to exist	JC
3.25	Track movement; SW expressed concerns that TIE could have moved track in Leith Walk Constitution St and avoided ~ 20 manholes, Tie advised they were constrained by other utilities and other aspects of the project and could not accommodate every request etc and noted that of the 20 No manholes in Leith Walk approximately 8 No remained within the exclusion zone and would be governed by the TEL agreement (total affected manholes is circa 20No). SW noted TIE had been able to move the route of the track around Casino roundabout.	
3.26	Stray currents; SW and other utilities have major concerns this doesn't seem to be being addressed in advance of Infracore installations. Next meeting is arranged for 02/07/08 but utilities had asked for detailed programme to ensure no delay to TIE programme, and not submitted, and issues raised to Advantica are still ongoing. SW in discussion with other utilities. JC confirmed the appointment of Advantica was requested by the utilities and although he was not involved in the stray current issues he would raise the concerns and issue within TIE in an effort to address the concerns and have the information etc expected by the utilities available for the next stray current meeting. GCW expressed reservations which are shared by other utilities, re lack of progress, and that issues are not being addressed	JC, JF
4	Summary statement/ way forward	
4.1	Reviewed key issues above and agreed way forward; 1; TIE will issue to L Adamson updated TEL document on 15/07/08 to allow SW to circulate and review prior to next meeting JC to show track changes to simplify changes checking 2. all three team to move issues forward asap to allow tri party heads meeting < 31/07/08	JC, LA All
4.2	<i>Post meeting note. The updated TEL document to reflect all necessary changes (including those within the SW letter dated 02/06/08) in addition to the high level comments within these minutes</i>	
5	Next meeting	
5.1	1400 hrs on 23/07/08 in Watermark CID 1	All