
NORTH LONDON WASTE AUTHORITY

NORTH LONDON HEAT AND POWER PROJECT

EN010071

UPDATE ON THE STATUS OF PRIVATE AGREEMENT NEGOTIATIONS

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North London Heat and Power Project (EN010071)

Update on the Status of Private Agreement Negotiations

Submitted by the Applicant on 18 July 2016 to Meet Deadline 7 of the Examination Timetable

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INTRODUCTION

1. The ExA requested that the Applicant provide an update at Deadline 7 of the progress being made with its negotiations for private agreements with various interested parties, and the interaction between the draft agreements and the draft DCO. This note sets out the status of those negotiations to date.
2. The Applicant is satisfied that the extinguishment or removal or rights of the following parties is necessary for the purpose of carrying out the development to which the order relates.
3. The Applicant is satisfied that its proposals will not cause serious detriment to the carrying on of the relevant party's undertaking and that any detriment that is caused can be made good.

1. Biffa Waste Services Limited

As requested by the ExA during the hearing on 6 July on matters relating to compulsory acquisition matters, the Applicant has submitted a copy of its response to Biffa's latest representation at Deadline 7.

2. Canal and River Trust (CRT)

A draft settlement agreement has been submitted to CRT for review and comment. The Applicant has invited CRT to amend the draft agreement to address its concerns and representations which have been set out below for ease of reference. The Applicant is still awaiting comments from CRT but once comments are received, the Applicant will consider these and, where appropriate, incorporate them into the draft settlement agreement.

Representations made	Response/action by the Applicant
<p>CRT object to any compulsory acquisition of any of its interests in land and is in discussions with the Applicant to grant such rights in, or over the CRT's land as might be required in connection with the Project.</p>	<p>The Applicant does not propose to compulsorily acquire title to any land interests of CRT.</p> <p>The Applicant is seeking powers to temporarily possess a very small part of the River Lee Navigation (plots 11 and 13) and temporarily suspend CRT's rights in plots 13, 17 and 23.</p>
<p>Request the inclusion of protective provisions within the DCO in terms previously imposed in a DCO for a power generating facility adjoining an inland waterway (Knottingley).</p> <p>The proposed protective provisions remove control from the Trust over the River Lee Navigation which it requires to ensure that the adjoining internal waterway is not adversely affected by works during the Project</p> <p>Requires the proposed protective provisions to be amended to provide that where there is a conflict between those measures and the "Code of Practice for Works Affecting the Canal & River Trust", the latter will take precedence.</p>	<p>The Applicant has based the protective provisions in the DCO on other DCOs including Knottingley and asks that CRT provide specific drafting amendments it requires in the draft protective provisions.</p> <p>The only parts of the River Lee Navigation that would be within the Order land are plots 11 and 13. These plots are not close to internal waterways and the applicant does not propose its works will remove any appreciable degree of control for the CRT over the River Lee Navigation.</p>
<p>Proposed protective measures to be drafted based on the "Code of Practice for Works Affecting the Canal & River Trust".</p>	<p>The Applicant has seen the Code of Practice for Works Affecting the Canal & River Trust and will take it into account in detailed design, in</p>

Representations made	Response/action by the Applicant
	consultation with CRT.
CRT to be consulted on any landscaping to the towpath and waterside and to have final approval of such landscaping.	The Applicant does not agree that CRT should have final approval of such landscaping. The Applicant would propose to include a settled landscaping plan in the private agreement which is consistent with the landscaping proposals and plans in the DAS.
Only locality native plant species to be planted in proximity to its inland waterways and any trees/shrubs planted near the canal wall will not impact the structural integrity of the wall.	The Applicant does not agree that CRT should have final approval of such landscaping.
Requested the first sentence in sub-paragraph 10(1) and 10(2) of the DCO to be changed.	This is not agreed.
Provision required in the DCO for step free pedestrian and cycle access from the road bridge to the towpath and for London signage at the towpath entrance.	It is not possible to create step free access to either side of the bridge therefore no amendment to the draft DCO is agreed. Requirement 4 of the DCO deals with signage.
Concerns about wind-blown waste and management of site litter.	The Applicant expects this to be covered in the management plan currently being negotiated with LVRPA. Paragraph 3.6 of the Statement of Common Ground with CRT states that CRT is satisfied with this approach.
Specific requirements of operational site management should be imposed.	The Applicant is negotiating a management plan with LVRPA which covers, amongst other things, wind-blown litter and would implement management arrangements on plots 17, 14, 21, 29, 22, 23, 28, 24, 25, 27 and 26. Paragraph 3.6 of the Statement of Common Ground with CRT states that CRT is satisfied with this approach.
Site lighting to be designed to reduce light spill over the River Lee and disturbance to bats. Planning condition required in relation to these lighting assurances.	Site lighting design would avoid light spill over the River Lee. The obligations in the Design Code Principles regarding lighting are included in the ECMS which is secured through requirement 6 of the draft DCO.
Recommends further surveys to assess the presence or likely absence of	Further assessments would be carried out as required by the CoCP.

Representations made	Response/action by the Applicant
roosting bats.	
<p>Concerns on movement of waste by water.</p> <p>Potential conditions to be imposed to reduce road network usage by requiring waste residue to be transported by water.</p> <p>The CRT would at least require a wharf to be constructed under the DCO to facilitate this.</p>	<p>The Water Transport Study submitted as part of the Transport Assessment (AD05.11) concludes that while the transport of Incinerator Bottom Ash (IBA) and municipal solid waste (MSW) by water would have environmental benefits, the overall cost of transporting IBA and/or MSW via the waterways would be substantially more expensive than road transport and without significant investment in the waterways would not be feasible. As such water transport is not included as a part of the proposals. The Trust is aware that other projects in the Lee Valley may be looking to upgrade the waterway infrastructure to facilitate waterborne freight, and this may provide future opportunity to transport materials/waste in this way.</p> <p>This is the position stated in the agreed Statement of Common Ground with CRT submitted on 21 June 2016.</p>
<p>Concerns relating to soil contamination from surface water discharge and pollution protection methods to be taken.</p>	<p>Surface water would be managed through the installation and use of stormwater attenuation tanks. The Applicant will prepare a full consent application addressing this point prior to commencing development.</p> <p>Arrangements for pollution protection methods are contained in Requirement 13 of the revised draft DCO.</p>
<p>Concerns relating to surface water run off discharge to Enfield Ditch along Pymmes Brook and Salmon's Brook.</p>	<p>Surface water would be managed through the installation and use of stormwater attenuation tanks. The Applicant will prepare a full consent application addressing this point when preparing its detailed design.</p>
<p>Any provision in the DCO relating to the nature and volume of discharges into watercourses and pollution protection measures is to be first approved by CRT.</p>	<p>There is already provision requiring CRT's consent for watercourses owned by it. Pollution protection methods must be approved by the relevant planning authority that would need to consult CRT where relevant.</p>
<p>Concerns regarding the use of the River Lee for cooling.</p>	<p>The use of the River Lee for cooling is not part of the proposed scheme. The proposed ERF would employ an air cooling system.</p>
<p>CRT would like to see details of the proposed boat canopy for the</p>	<p>Design Code Principles (AD02.02/APP-008) contains indicative details of</p>

Representations made	Response/action by the Applicant
Edmonton Sea Cadets.	the proposed boat canopy. Detail design of the boat canopy would be submitted under requirement 4 of the revised draft DCO and CRT would be consulted by the relevant planning authority where relevant.
Concerns over the refuse facilities for boaters.	This is outside the scope of the DCO because the western bank of the River Lee Navigation is an operational waste management site and not open to landing by the public, and the eastern side of the river has the towpath (plot 17) which is adopted by LB Enfield.
The application includes a public visitor facility therefore an increased need in the management of boats and refuse in the area is required.	EcoPark House will not be open to visitors other than in connection with visits to the RRC or for education visits or visitor tours of the Edmonton Eco Park and the proposed ERF.
NLWA has not discharged its obligation to negotiate with CRT in relation to seeking powers of compulsory acquisition.	The Applicant is unclear why CRT takes this view and will continue to work towards a private agreement covering all relevant points to the application.
Requests an explanation of the circumstances which outweigh the inappropriate development of the land to the west of the Lee Navigation as a Temporary Laydown Area for construction purposes (which is formally within the Metropolitan Green Belt).	The application constitutes special circumstances because there is an overwhelming need for the Project and the benefits outweigh any impacts upon the Green Belt.
CRT require a Statement of Common Ground	The Statement of Common Ground has been agreed and was submitted to the ExA on 21 June 2016.
Concerns regarding the Flood Risk Assessment.	A Flood Risk Assessment is included within the application documents and has been reviewed by the Environment Agency. As stated in the Statement of Common Ground, the Trust agrees that the Applicant acknowledges that a future licence will be required for the discharge of surface water from the Temporary Laydown Area to the River Lee Navigation and that appropriate measures would need to be put into place to prevent pollution from entering the River Lee Navigation. Such a licence is expected to include details on the nature and volume of discharges, and arrangements for the prevention and management of pollution. Application(s) for discharge of surface water to the River Lee Navigation will be made once the Applicant has sufficient information arising from the detailed design process.

Representations made	Response/action by the Applicant
Impact on CRT's infrastructure.	A draft settlement agreement has been issued to CRT for comment. It is envisaged that the draft agreement will address these concerns.

How does the settlement agreement amend the DCO?

The current draft settlement agreement does not envisage any changes to the DCO.

3. Kennet Properties Limited (KP)

Representations made	Response/action by the Applicant
Only a right of way or easement over Plot 34 is needed for the Applicant's proposed project, not a compulsory purchase order.	KP has confirmed as part of the private negotiations that Plot 34 would form part of land to be acquired by the Applicant.
Required confirmation of the impact of the compulsory acquisition of Deephams Farm Road and Ardra Road to provide a new northern access to the proposed development on the operations currently using this access.	Deephams Farm Road/Ardra Road is currently unadopted and is owned by KP. At present, Deephams Farm Road/Ardra Road is not used as a main access point to the Eco Park.
The Planning Inspectorate asked what is the doubt about the resurfacing of Ardra Road, and how does this relate to the maintenance provisions of article 5(3)(b) of the draft DCO and the streetworks powers in article 10(1)(e).	Ardra Road (Plot 7) is a private and unadopted road owned by KP and the Mayor and Burgesses of the London Borough of Enfield. KP already has an obligation to maintain Ardra Road for the benefit of its lessees. The Applicant will therefore only carry out resurfacing works if they are required for the implementation of the DCO and not carried out by KP.
The Planning Inspectorate referred to the fact that Article 28(1)(b) of the draft DCO appears to seek powers over land shown on the plan C_0018 which is outside the Order Land. They asked for the justification for this and in this particular instance why this is necessary in view of article 32(1)?	At the hearing on 6 July 2016 into matters relating to compulsory acquisition, the Applicant confirmed to the ExA that it no longer required the draft DCO to cover for strip of land shown on drawing number C_0018.

NLWA should pursue the adoption of Ardra Road and the acquisition of the freehold in respect of Plot 7.	The Applicant only requires a right of way over Plot 7 and it is not appropriate for it to take on responsibility for a road used by a number of organisations with associated maintenance obligations.
KP objects to the acquisition of the freehold of the land in respect of Plots 6 and 34 when it believes that the acquisition of rights of way or other easements over these plots would be more proportionate.	The Applicant maintains that acquisition of the freehold is essential. This is because the use of Plot 6 and 34 are directly related to the development of the water pumping station on Plots 9 and 10 and the Eco Park itself. Therefore the Applicant will require control over these plots.

How would the settlement agreement amend the DCO?

- 1 In respect of Plots 6, 9, 10 and 34, the agreement would prevent the Applicant from exercising its compulsorily purchase powers contained in article 19 because the agreement would allow the Applicant to purchase those plots.
- 2 In respect of Plot 7, the agreement would prevent the Applicant from exercising its powers to extinguish rights contained in Article 21 and compulsorily acquiring rights contained in Article 23. This is because a right of way would be granted to the Applicant over Plot 7 pursuant to the private agreement.

4. Lee Valley Regional Park Authority (LVRPA)

Representations made	Response/action by the Applicant
Agreed to the use of the Lee Park Way for the light construction traffic.	The Applicant would impose restrictions on access by vehicles to Lee Park Way to ensure that suitable vehicles (as agreed with LVRPA) only are able to use Lee Park Way.
<p>Raised concerns regarding Lee Valley Regional Park including:</p> <ul style="list-style-type: none"> ▪ the impacts on the visual and ecological impact; ▪ wanting to ensure that the open space and recreational assets of the Park are protected and that adverse impacts arising from the Works are minimised and that opportunities to enhance the landscape and ecology are maximised; ▪ the final landscape treatment and reinstatement of the Temporary 	<p>These matters were considered in the agreed Statement of Common Ground with LVRPA (AD03.04_LVRPA) submitted on 6 April 2016.</p> <p>Where LVRPA are a relevant or appropriate statutory consultee, the relevant planning authority would be obliged to consult LVRPA pursuant to the draft DCO. Therefore, LVRPA would be involved in the decision making process and it is therefore not necessary to make any further</p>

Representations made	Response/action by the Applicant
<p>Laydown area which forms part of the Park;</p> <ul style="list-style-type: none"> ▪ a wish to be consulted on the final treatment of the 'public' entrance to the EcoPark from Advent Way and along Lee Park Way as this will also function as the gateway to the Park. 	<p>amendments to the requirements.</p> <p>The Applicant is engaged in private negotiations with LVRPA to cover restoration of those areas of concern to LVRPA that fall within the Application Site.</p> <p>These wider estate issues are being resolved through the negotiation of a management plan.</p> <p>In addition, the Applicant is required (pursuant to the draft DCO) to restore this area to the reasonable satisfaction of the landowner and the Applicant is also committed to including the requirement that the reinstatement must be to a level that is no worse than the current position.</p>
<p>Concerns regarding the road traffic layout and the control of the same.</p>	<p>Requirement 12 of the draft DCO (AD03.01) requires the Applicant to submit written details of the design, layout and management of any new means of access from the Order Land to the public highway. The draft management plan currently being negotiated with LVRPA also deals with road layout and traffic control.</p> <p>Drafts of the relevant private agreements are under discussion and the final issues are currently being resolved.</p>
<p>Proposes to enter into a management agreement with LVRPA in order to fulfil the relevant powers of LVRPA in relation to litter management, acting as agent for LVRPA.</p>	<p>The management plan currently being negotiated would deal with this.</p>

How would the settlement agreement amend the DCO?

- 1 In respect of LVRPA's interest in Plot 14, 15, 21 and 32 the settlement agreement would prevent the Applicant from exercising its powers to compulsorily acquire rights under Article 23 of the DCO. This is because LVRPA has agreed in principle to grant a lease over these Plots to the Applicant.

5. National Grid

Representations made	Response/action by the Applicant
<p>Objects to Articles 21 -23 of the DCO as these authorise interference with/extinguishment of National Grid's existing rights in respect of its apparatus within and in close proximity to the Order Land. National Grid prefers its template protective provisions to the protective provisions in the draft DCO.</p>	<p>At the Issue Specific Hearing into the drafting of the DCO, the ExA requested that the Applicant: (i) amend Part 2 of Schedule 13 of the draft DCO to make it clear that Part 2 did not apply to National Grid: and (ii) create a new Part within Schedule 13 to contain an amended form of National Grid's proposed protective provisions (the amendments to be agreed between National Grid and the Applicant). In light of this, the settlement agreement currently being negotiated between National Grid and the Applicant will no longer seek to amend the protective provisions benefitting National Grid.</p> <p>With regard to articles 21 to 23 of the draft DCO, the Applicant and National Grid continue to discuss how to address National Grid's concerns.</p>
<p>Issue of National Grid securing access to its gas distribution governor.</p>	<p>This issue of access will be addressed in the settlement agreement and access in general will be covered in the protective provisions that will benefit National Grid.</p>
<p>Issue of National Grid's existing rights in respect of the gas pipes along the western boundary of the proposed site.</p>	<p>This issue of National Grid's existing rights in respect of these gas pipes will be addressed as part of the settlement agreement.</p>

How would the settlement agreement amend the DCO?

At the Issue Specific Hearing into the drafting of the DCO, the ExA requested that the Applicant: (i) amend Part 2 of Schedule 13 of the draft DCO to make it clear that Part 2 did not apply to National Grid: and (ii) create a new Part within Schedule 13 to contain an amended form of National Grid's proposed protective provisions (the amendments to be agreed between National Grid and the Applicant). In light of this, the settlement agreement currently being negotiated between National Grid and the Applicant would no longer seek to amend the protective provisions benefitting National Grid.

Progress is being made with the negotiation of the protective provisions. The ExA requested that the revised draft DCO includes the agreed amended protective provisions with National Grid. While these provisions are not yet in final agreed form, the Applicant expects to reach agreement shortly and will update the ExA as soon as this occurs.

The settlement agreement would deal with National Grid's specific concerns relating to access but would not extend the powers in the draft DCO relating to access.

The ExA is also referred to the following:

1. Joint Statement on the interaction between the NLHPP and the National Grid (North London Reinforcement Project) Order 2014, submitted for deadline 5;
2. Practical Management of the interactions with the National Grid DCO, submitted at deadline 7;
3. Note regarding the rights held by National Grid, submitted at deadline 7.

6. Thames Water (TWUL)

Representations made	Response/action by the Applicant
TWUL is concerned that the reinstatement requirements that would be imposed on it because of the Applicant's proposed project would restrain its further use of the land.	This would be agreed within the private agreement which is currently being negotiated.
Reserved its position until all planning conditions and agreements had been published and made available.	The Applicant has directed TWUL to the relevant documentation.
Land can only be released once it is proven it is no longer needed for TWUL's operational use but TWUL have submitted their application for operational clearance to use its land for other purposes – such clearance hasn't been received yet.	The Applicant understands TWUL has obtained the relevant internal approvals.
Temporary Laydown Area will be needed for use during the period of the Applicant's proposed project. TWUL will only agree to the use of its land if it is reinstated later in a manner which does not restrict its future use.	This would be agreed within the private agreement, through a lease of the Temporary Laydown Area which is currently being negotiated.
Concerned about the flood relief strategy for Meridian Water.	The application does not relate to the Meridian Water development and flood mitigation for that scheme is not required for this proposed scheme.
TWUL claims that Plot 22 is operational land for the use of pipes and	The private agreement would grant an easement to the Applicant over

other conduits.	the roadway located on Plot 22. This easement would not interfere with TWUL's right to use the pipes and conduits located in this plot.
TWUL asked for a detailed consideration of what alternatives have been considered for the site proposed for the Temporary Laydown Area.	This would be agreed within the private agreement, through a lease of the Temporary Laydown Area which is currently being negotiated.

How would the settlement agreement amend the DCO?

- 1 In respect of Plots 16, 18, 19 and 20, the settlement agreement would prevent the Applicant from exercising its powers to (1) temporarily use the land for carrying out the authorised development pursuant to Article 27. This power would not be required as the parties would enter into a lease of the temporary laydown area and associated access point over Plots 18, 19 and 20.
- 2 In respect of Plot 22, the settlement agreement would prevent the Applicant from exercising its power to compulsorily acquire an easement over Lee Park Way. This power would not be required because the parties would enter into a deed of easement which would grant a right of way to TWUL over Plot 22.

7. Transport for London (TfL)

Representations made	Response/action by the Applicant
TfL wishes to protect the land it owns around the application site and its transport and highways authority functions.	The Applicant proposes to cover these concerns in the settlement agreement. The Applicant has provided a draft settlement agreement to TfL. The Applicant has asked TfL to provide its comments on the drafting so that its concerns can be considered and addressed.
Objects to land that is part of the DCO being compulsorily purchased.	The Applicant does not intend to compulsorily acquire the land where TfL is the freehold owner. The Applicant: <ul style="list-style-type: none"> ▪ Proposes to use plots 24, 26 and 27 for landscaping. ▪ Proposes to use plots 28 and 29 temporarily. ▪ May need to temporarily stop up plot 31 in connection with works proposed to the existing southern entrance to the Edmonton EcoPark and works proposed over the Enfield Ditch.

Representations made	Response/action by the Applicant
	Therefore, while the works above are essential and the plots cannot be excluded from the Order limits, TfL's interests in these plots are not being compulsorily acquired.
Believes that the use of TfL owned land will allow TfL and the Applicant to plan for London's future waste and transport needs more easily.	The Applicant awaits TfL's comments on the draft settlement agreement in relation to this issue.
Would like to exclude TfL land from the order limits.	This would not be possible because the proposed uses of the TfL land and any land which TfL has rights over are essential for implementing the proposed scheme.
Stated that TfL is responsible for traffic signals and wishes to retain powers to operate traffic signals.	There are no proposals to change any traffic signals.
TfL has not been invited to be party to a s106 obligation and so it seeks to secure commitments from the Applicant.	TfL's concerns are secured through requirement 12 of the revised DCO and the Development Consent obligations (DCOb).
Transport Assessment report should be in line with TfL's guidance and should be required to comply with the Transport Assessment's findings in preparing documents to discharge requirements in the DCO or obligations in a s106 obligation.	The Transport Assessment (AD05.11) findings are in the Environmental Commitments and Mitigation Schedule (ECMS) (AD06.03). Requirement 6 of the draft DCO requires the Applicant to comply with the ECMS.
Concerned about the impact on TLRN and local bus services if access arrangements are not implemented in accordance with the Transport Assessment assumptions.	The Transport Assessment (AD05.11) findings are in the Environmental Commitments and Mitigation Schedule (ECMS) (AD06.03). Requirement 6 of the draft DCO requires the Applicant to comply with the ECMS.
Stated that the design of junctions, cycle routes and other transport aspects have to be undertaken with specific guidance.	The Applicant confirms that all applicable guidance will be applied.
Walking, cycling and public transport access requirements may change.	Promoting walking, cycling and public transport is a key theme of the Framework Construction Travel Plan.
Expects a Delivery and Servicing Plan to be prepared.	This is provided for in the DCOb.
Stated that the provision and management of parking needs to be secured by a s106 obligation or as a requirement of the DCO.	These are covered in the ECMS (AD06.03). Requirement 6 of the draft DCO requires the Applicant to comply with the ECMS.

Representations made	Response/action by the Applicant
Issue of a number of implementation matters including the Delivery and Servicing Plan and the approach to traffic management measures.	This is provided for in the DCOB.
Stated that the DSP, CWTP and CLP will be prepared in accordance with TfL guidance and consultation.	The Delivery and Servicing Plan (DSP) is provided for in the DCOB. The Construction Workers Travel Plan (CWTP) is provided for by the DCO requirements and the DCOB.
Stated it may be necessary to change local bus services.	The Transport Assessment (AD05.11) concluded that there will be no requirement for changes to local bus services.
Concerned about construction impacts which have been assessed.	The Transport Assessment assesses and the Code of Construction Practice manages the impacts of construction. The Applicant has noted TfL's concern and has provided a draft settlement agreement to TfL. The Applicant has asked TfL to provide their comments on the drafting so that their concerns can be considered and addressed.
TfL relies on it being consulted on specific stages of the project.	At the hearing on 6 July 2016 into compulsory acquisition matters, London Borough of Enfield confirmed to the ExA that it will consult TfL on relevant matters relating to the detailed design of the Project.
Recommends that the draft DCO is amended to reflect TfL strategic interest.	This is not necessary. Specific concerns would be dealt with in the settlement agreement.
Concerned that traffic generated by the development causes knock-on impacts onto the A406 North Circular Road or on local bus routes. TfL would like to be consulted to the operation of the A406, local bus services, construction and promotion of travel by bus, cycle and foot.	The Transport Assessment (AD05.11) has concluded that the impact on the A406 North Circular Road would be negligible. The assessment shows that for all stages of the Project, the additional traffic generated by the Project would not result in any significant increases on the local highway network with only minor increases and, in some time periods, decreases in the traffic flows on the A406 North Circular Road and other key routes. TfL would be consulted by the London Borough of Enfield.
NLWA should be required to refer to guidance relating to non-road mobile machinery.	The CoCP commits to using non-road mobile machinery listed on the Energy Saving Trust's NRMM Register where reasonably available.
Suggested refinements to the CoCP including minimising peak hour	Changes to the CoCP have been incorporated.

Representations made	Response/action by the Applicant
traffic movements, managing lorries and encouraging car sharing, walking, cycling and public transport use for construction workers.	
Encouraged the use of water freight.	The Water Transport Study submitted as part of the Transport Assessment (AD05.11) concludes that while the transport of Incinerator Bottom Ash (IBA) and municipal solid waste (MSW) by water would have environmental benefits, the overall cost of transporting IBA and/or MSW via the waterways would be substantially more expensive than road transport and without significant investment in the waterways would not be feasible. As such water transport is not included as a part of the proposals.
Stated that a Construction Logistics Plan and a Construction Workers Travel Plan should be created.	A Construction Logistics Plan is secured under the CoCP. The Construction Workers Travel Plan is in the DCOB.
Seeks further reduction in general car park spaces, provision for disabled car parking, provision for electric car charging point and encouragement of car sharing.	The provisions in the ECMS relating to parking reflect TfL's representations.

How would the settlement agreement amend the DCO?

The current draft settlement agreement does not envisage any changes to the DCO.

8. Zayo Group UK Limited

Representations made	Response/action by the Applicant
Objects on the basis that any impact on its utility would have very serious effects on its business. Zayo wishes to ensure that there is no impact on its cable as a result of the works.	A final form of settlement agreement has been agreed between the Applicant and Zayo, which addresses these concerns.

The settlement agreement with Zayo does not modify the DCO.

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