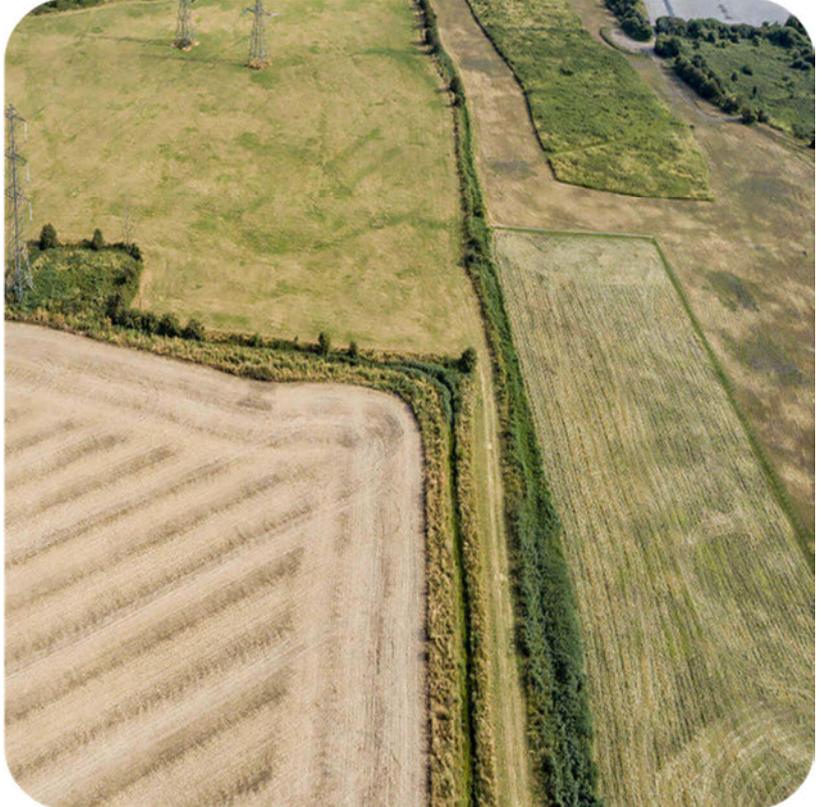




# Statement of Common Ground with Anglian Water Services Limited

March 2021



# **1 STATEMENT OF COMMON GROUND BETWEEN THURROCK POWER LTD AND ANGLIAN WATER SERVICES LIMITED**

## **1.1 Introduction**

- (a) This Statement of Common Ground ("SoCG") has been prepared in respect of the application made for the proposed Thurrock Flexible Generation Plant ("the Application") made by Thurrock Power Ltd ("TPL") to the Secretary of State for Business, Energy and Industrial Strategy ("Secretary of State") for a Development Consent Order ("the Order") under section 37 of the Planning Act 2008 ("PA 2008").
- (b) This SoCG does not seek to replicate information which is available elsewhere within the Application documents. All documents are available on the Planning Inspectorate website. The SoCG has been produced to confirm to the Examining Authority where agreement has been reached between the parties to it, and where agreement has not (yet) been reached.
- (c) SoCGs are an established means in the planning process of allowing all parties to identify and so focus on specific issues that may need to be addressed during the examination.

## **1.2 Parties to this Statement of Common Ground**

- (a) This SoCG has been prepared by (1) TPL as the Applicant and (2) Anglian Water Services Limited ("Anglian Water").
- (b) TPL is a subsidiary of Statera Energy Limited, a private British company that designs, builds and operates flexible electricity generating plant in the UK. Statera Energy was established with the aim of delivering increased flexibility for the UK electricity system, to assist in the transition to a low carbon economy, in the expectation that renewable energy sources, such as solar and wind, will become the dominant form of generation of the future. TPL will be a fully integrated developer, owner, and operator of Thurrock Flexible Generation Plant.
- (c) Anglian Water is considered to be a statutory consultee for nationally significant infrastructure projects as identified in the Planning Act 2008 and associated regulations. Anglian Water has assets within the Application boundary that may be impacted by the development.

## **1.3 Format of this Statement of Common Ground**

- (a) The table below sets out:
  - (i) matters that are agreed between the parties;
  - (ii) matters that are currently under discussion between the parties; and
  - (iii) matters where there remains disagreement at this stage.

**2 LIST OF MATTERS AGREED**

Ref	Description of matter	Details of agreement
2.1	General – need for the scheme	Anglian Water is in principle supportive of the development.
2.2	General – drainage strategy and design	There are existing sewers located within the boundary of the development (document reference PDC-006 - Indicative Drainage Layout).
2.3	General – drainage strategy and design	An on-site package treatment plant or tankering off site is currently the preferred option for the discharge of foul flows from the welfare facilities which form part of the proposed development with details to be developed and agreed post consent (document reference PDC-007 - Conceptual Drainage Strategy).
2.4	General – drainage strategy and design	It is proposed to develop attenuation basins and associated infrastructure to manage surface water which is expected to be discharged into ditches (document reference PDC-007 - Conceptual Drainage Strategy).
2.5	General – drainage strategy and design	In view of 2.3 and 2.4 above, foul and surface water drainage strategy for the proposed development is not currently proposed to interact with Anglian Water's operational assets.
2.6	DCO – article 16(2)	<p>Anglian Water does not accept that the process of resolution of disputes set out in section 106 (right to communicate with public sewers) of the Water Industry Act 1991 and as applied by article 16 of the dDCO is appropriate. The parties have agreed that, given Anglian Water's concerns, disputes between them should be subject to the arbitration provision in the dDCO and not article 16(2).</p> <p>This will be secured through the new protective provisions in the draft DCO at Schedule 9 in the following terms: <i>Notwithstanding the provisions of article 16(2), for any sewer or drain which forms part of the statutory undertaking of Anglian Water, any dispute will not be treated as a dispute under s106 of the Water Industry Act 1991, but will be settled by arbitration in accordance with article 44 (arbitration).</i></p>
2.7	DCO – protective provisions	<p>In the event that the method of foul and surface water were to require a connection to the public sewerage network following approval, it is agreed that Anglian Water will be consulted prior to the submission for approval of any detailed design under requirement 4 of the dDCO to ensure that any revised strategy is sustainable and that there is no detriment to its customers. TPL undertakes to seek that this is secured through the protective provisions in the dDCO at Part 1 of Schedule 9:</p> <p>It is agreed that the draft DCO will be amended to include additional specific protective provisions for Anglian Water within Schedule 9 which, in addition to that set out in line 2.6 above, will provide that, where the detailed design for any part of the authorised development includes any proposal to</p>

		<p>interact with, connect to or interfere with any asset belonging to Anglian Water Services Limited, Anglian Water Services Limited must be consulted on the proposed design before it is submitted for approval under requirement 4 of Schedule 2. The undertaker must have regard to any response to consultation provided by Anglian Water and must include a copy of any response within the submission seeking approval of the detailed design. The protective provisions to be included at Schedule 9 are appended to this SOCG.</p> <p>For the avoidance of doubt, paragraph 3 of Part 1 of Schedule 9 to the dDCO will be amended to exclude Anglian Water from the protective provisions at Part 1, in order to ensure that the new protective provisions will prevail.</p>
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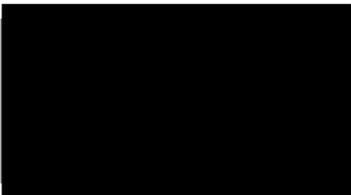
It has therefore been agreed that, subject to TPL promoting the changes to the dDCO agreed, Anglian Water is content with the Application and hereby confirms that all of the issues raised in its relevant representation have been satisfactorily addressed.

**3 MATTERS THAT ARE UNDER DISCUSSION**

3.1 There are no matters under discussion.

**4 MATTERS THAT ARE NOT AGREED**

4.1 There are no matters that are not agreed.

Signed 

Name: Andrew Troup

Job title: Director

On behalf of Thurrock Power Ltd

Date: 18 March 2021

Signed 

Name: Stewart Patience

Job title: Spatial Planning Manager

On behalf of Anglian Water Limited

Date: 17 March 2021

**APPENDIX**  
**FOR THE PROTECTION OF ANGLIAN WATER**

(1) For the protection of Anglian Water, the following provisions shall, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.

(2) In this Part –

“Anglian Water” means Anglian Water Services Limited (company number 02366656);

“apparatus” means any works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and

(a) any drain or works vested in Anglian Water under The Water Industry Act 1991,

(b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102 (4) of The Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and

“plan” includes sections, drawings, specifications and method statements.

(3) The undertaker shall not interfere with, build over or near to any apparatus within the Order land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus; 2.25metres where the diameter of the pipe is less than 150 millimetres, 3 metres where the diameter of the pipe is between 150 and 450 millimetres, 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres and 6 metres where the diameter of the pipe exceeds 750 millimetres unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

(4) The alteration, extension, removal or re-location of any apparatus shall not be implemented until--

(a) any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and

(b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable

requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

(5) In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus.

(6) Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 44 (arbitration).

(7) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

(8) If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the company, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection of other Anglian Water assets.

(9) If for any reason or in consequence of the construction of any of the works referred to in paragraphs (4) to (6) and (8) above any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker shall--

(a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water,

by reason or in consequence of any such damage or interruption.

(10) Notwithstanding the provisions of article 16(2), for any sewer or drain which forms part of the statutory undertaking of Anglian Water, any dispute will not be treated as a dispute under s106 of the Water Industry Act 1991, but will be settled by arbitration in accordance with article 44 (arbitration).

(11) Where the detailed design for any part of the authorised development includes any proposal to interact with, connect to or interfere with any asset belonging to Anglian Water, the undertaker must consult Anglian Water on the proposed design before it is submitted for approval under requirement 4 of Schedule 2. The undertaker must have regard to any response to consultation provided by Anglian Water and must include a copy of any response within the submission seeking approval of the detailed design.