

Riverside Energy Park

Statement of Common Ground: Port of London Authority

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Riverside Energy Park Belvedere

Statement of Common Ground between the Applicant and the Port of London Authority

Planning Inspectorate Reference: EN010093

23 May 2019

Statement of Common Ground

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Revision	Date	Description
Draft	17/05/2019	Draft for submission at Deadline 2
Final	23/05/2019	Signed by both parties

1 Introduction

1.1 Purpose of this Statement of Common Ground

1.1.1 This Statement of Common Ground (SOCG) has been prepared by Cory Environmental Holdings Limited (trading as Cory Riverside Energy ('the Applicant')) and the Port of London Authority (PLA). For the purposes of this SOCG, the Applicant and Port of London Authority will jointly be referred to as 'the Parties'.

1.1.2 The Applicant has applied to the Secretary of State under the Planning Act 2008 for powers to construct, operate and maintain an integrated Energy Park, to be known as Riverside Energy Park (REP) ('the Application'). The principal elements of REP comprise complementary energy generating development and an associated Electrical Connection (together referred to as the 'Proposed Development').

1.1.3 Preparation of this SOCG has been informed by discussions between the Parties. The purpose of this SOCG is to set out agreed factual information about the Application to provide information to facilitate an efficient examination process. There are no outstanding areas of disagreement.

1.1.4 This SOCG relates to the following topics/issues:

- River Works Licences;
- Navigational Risk Assessment;
- Air Quality; and
- Other Considerations.

1.1.5 Overall, this SOCG is intended to give a clear position of the state and extent of agreement between the Parties at the date on which this SOCG is signed and submitted to the Secretary of State. For the avoidance of doubt, any topics not commented on within this SOCG are deemed to be matters as to which no issue is taken by the PLA on the date the SOCG is signed off.

1.1.6 All defined terms and abbreviations, if not defined or explained in this SOCG are defined or explained in the **Glossary (1.6, APP-006)**.

1.2 The Application

1.2.1 The Application was submitted on 16th November 2018 and accepted by the Secretary of State on 14th December 2018. The Application was accompanied by an **Environmental Statement (ES) (6.1 – 6.4, APP-038 – APP-100)** and a **Habitats Regulations No Significant Effects Report (6.5, APP-101)**.

1.2.2 It is agreed that the ES forms the full and complete Environmental Impact Assessment (EIA) for the purposes of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 (the EIA Regulations) and it is further agreed (in the case of the PLA to the extent of its knowledge on the date this SOCG is signed) that the ES contains sufficient environmental information to enable the Secretary of State to make his determination.

1.3 The Examination

1.3.1 An examination (the Examination) of the Application is being held pursuant to Chapter 4 of Part 6 of the Planning Act 2008 (the Act) and the Infrastructure Planning (Examination Procedures) Rules 2010 (the EP Rules).

1.3.2 A Preliminary Meeting, pursuant to Rule 7 of the EP Rules, was held on 10 April 2019 and the Examination commenced immediately following the close of the Preliminary Meeting.

1.4 Description of the Proposed Development

1.4.1 The Proposed Development comprises REP and the associated Electrical Connection. These are broadly described in turn, together with the anticipated REP operations, below. **Chapter 3 Project and Site Description** of the **ES (6.1, Rev 1)** provides further details of the Proposed Development.

REP

1.4.2 REP would be constructed on land immediately adjacent to Cory's existing Riverside Resource Recovery Facility (RRRF), within the London Borough of Bexley (LBB) and would complement the operation of the existing facility. It would comprise an integrated range of technologies including: waste energy recovery, anaerobic digestion, solar panels and battery storage. The main elements of REP would be as follows:

- **Energy Recovery Facility (ERF):** to provide thermal treatment of Commercial and Industrial (C&I) residual (non-recyclable) waste with the potential for treatment of (non-recyclable) Municipal Solid Waste (MSW);
- **Anaerobic Digestion facility:** to process food and green waste. Outputs from the Anaerobic Digestion facility would be transferred off-site for use in the agricultural sector as fertiliser or as an alternative, where appropriate, used as a fuel in the ERF to generate electricity;
- **Solar Photovoltaic Installation:** to generate electricity. Installed across a wide extent of the roof of the Main REP building;
- **Battery Storage:** to store and supply additional power to the local distribution network at times of peak electrical demand. This facility would be integrated into the Main REP building; and
- **On Site Combined Heat and Power (CHP) Infrastructure:** to provide an opportunity for local district heating for nearby residential developments and

businesses. REP would be CHP Enabled with necessary on site infrastructure included within the REP site.

Electrical Connection

1.4.3 In consultation with UK Power Networks, the Applicant has considered Electrical Connection route options to connect to the existing National Grid Littlebrook substation located south east of the REP site, in Dartford.

1.4.4 The Applicant can confirm that following further technical design work carried out by the Applicant and UK Power Networks, a single Electrical Connection route option is confirmed in the Applicant's submission to the Examination at Deadline 2 and the updated **Land Plans (2.1; Rev 1)** and **Works Plans (2.2; Rev 1)** submitted into the Examination at Deadline 2.

1.5 Record of engagement undertaken

1.5.1 The following pre-application consultation meetings occurred between the Parties (see **Appendix 1** for agreed meeting minutes):

Date	Meeting	Matters discussed
11 December 2017	Introduction meeting with the PLA	<ul style="list-style-type: none"> • Introduction to the scheme • DCO planning process and project programme • EIA process and Scoping Opinion
21 June 2018	REP Navigation Risk Assessment Meeting	<ul style="list-style-type: none"> • Refinements made since the Scoping Opinion • Update on planning progress • Scope of Navigational Risk Assessment
10 August 2017	Riverside Energy Park (REP) Project update	<ul style="list-style-type: none"> • NRA • PLA Licence arrangements
7 February 2019	Riverside Energy Park- River Works Licences and SoCG	<ul style="list-style-type: none"> • River Works Licences • Submitted DCO • SoCG

2 Matters agreed between the Parties

2.1 Introduction

2.1.1 The Parties are agreed on all matters and in particular, are agreed on the points set out in this section (**Section 2**).

2.2 River Works Licences

2.2.1 Pedestrian and vehicle access to REP is provided from Norman Road. Tug and barge access to REP is from the River Thames via existing jetties (Middleton Wharf and the Riverside Former Fords Site) and two adjacent mooring points (Halfway Reach), (together the “Existing River Works”).

2.2.2 The Existing River Works are authorised by River Works Licences granted by the PLA under section 66 of the Port of London Act 1968 (the 1968 Act). (Copies of these licences are included in **Appendix 2** to this SOCG).

2.2.3 The Licences relating to the Existing River Works are currently granted to the following Cory Group companies:

Location	Structure	River Works Licence Number	Licensor	Licensee	Date of Licence
Middleton Wharf	Jetty	AS/32/9-11	Port of London Authority	Riverside Resource Recovery Ltd	28 th February 2013
Riverside (Former Fords Site)	Pontoon, Landing Stage; Ancillary Works; 3 moorings	AS/32/8A	Port of London Authority	Formerly Cory Environmental Limited but assigned to Riverside (Thames) Limited under an application dated 6 January 2017	20 th February 2008
Halfway Reach (Knights Roads)	Barge Mooring (two double screw mooring with buoys)	A2/32/36	Port of London Authority	Riverside Resource Recovery Limited	Original Licence dated 11 th December 2008 and supplementary Licence dated 24 th January 2011.

2.2.4 The REP scheme proposes that there will be shared use of the Existing River Works by:

- the Applicant (Cory Environmental Holdings Ltd) in association with Riverside Energy Park Limited for the operation of the REP, and
- Riverside Resource Recovery Limited and its wholly own subsidiary, Riverside (Thames) Limited, for the ongoing operation of the existing RRRF.

2.2.5 The current River Works Licences are personal to the licensees listed in the table above and therefore do not permit shared use by the Applicant in its own right for the construction and operation of REP.

2.2.6 To provide for shared use of the Existing River Works, the Applicant and the PLA propose to amend or replace the existing River Works Licences so that these Licences are reissued on a joint and several basis to the following Cory Group companies:

- Cory Environmental Holdings Limited (the Applicant);
- Riverside Energy Park Limited;
- Riverside Resource Recovery Limited (existing Licensee holder); and
- Riverside (Thames) Limited (existing Licensee holder).

2.2.7 The reissued River Works Licences would confer on the companies listed above:

- The right to retain, alter, renew and maintain the Existing River Works and to moor vessels to those works; and
- Such rights in, under or over land as are necessary to enable them to enjoy the benefit of the licences.

2.2.8 The PLA agrees in principle to assigning or reissuing the River Works Licences on a joint and several basis. The Applicant provided draft River Works License applications for review on the 6th March 2019 and the PLA agrees that the applications are set out correctly.

2.2.9 The Parties are agreed that the Applicant will lodge an application to amend River Works Licences AS/32/9-11, AS/32/8A and A2/32/35 during the examination. The Parties have agreed that the new licences will commence, and the existing River Works Licences will terminate, on a date tied to, and subject to the making of, the DCO.

2.3 Development Consent Order

2.3.1 The Parties are agreed on the wording of the operative provisions of the **dDCO (Articles 1 – 43) (3.1, APP-014)**, subject to:

- the Applicant reducing the Order limits to the Applicant's property boundary or as close to the Applicant's property boundary as is reasonably practicable in order to carry out and operate the Proposed Development; and
- the Applicant including agreed wording in the draft DCO to make clear that none of the powers in the DCO overrides the operation of the 1968 Act in relation to the Proposed Development or otherwise. The DCO will not therefore fetter the PLA's powers under that Act

2.3.2 The Parties are agreed on:

- the revised Order limits, which are included on **Appendix 3** to this SoCG and;
- the agreed wording to be inserted into the dDCO regarding the 1968 Act as follows:

Port of London Act 1968

[x]-(1) Nothing in this Order relieves the undertaker of any obligation to obtain any permit or licence under the Port of London Act 1968 in respect of works or operations carried out within the Thames under the powers of this Order.

(2) in this article "the Thames" means that part of the river Thames within the order limits and within the limits of the Port of London Authority, as described in Schedule 1 (description of port limits) to the Port of London Act 1968.

2.3.3 The Parties are agreed on the wording of the requirements contained in **Schedule 2** to the **dDCO (3.1, APP-014)**, and the procedure for the discharge of requirements contained in **Schedule 12** to the **dDCO (3.1, APP-014)**.

2.3.4 Subject to the revised Order limits and the amendments outlined in 2.3.2, there are no other outstanding matters between the Parties in respect of the draft DCO.

2.4 Navigational Risk Assessment

2.4.1 The Applicant has undertaken a Navigational Risk Assessment (NRA) (**6.3, APP-067**) to support the ES.

2.4.2 The NRA is:

- a) A systems based approach to cover the extent of the Applicant's operations (from Smugglers Way, Wandsworth in the West, to Tilbury in the East of the River Thames).
- b) A quantitative assessment to determine navigation safety thresholds for proposed Cory barge movements.

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- c) An assessment that follows the International Maritime Organisation Formal Safety Assessment (MSC/Circ.1180-MEPC/Circ.474 and MSC-MEPC.2/Circ.5) process, and the requirements of the United Kingdom Port Marine Safety Code Rev. Nov 2016.

2.4.3 An assessment that integrates with existing PLA risk assessment and Safety Management System (SMS) methodology with appropriate local knowledge, expertise, experience and capability to provide sufficient confidence in the assessment.

Methodology

2.4.4 In order to meet these regulatory requirements, the assessment was undertaken for the following baseline situation and project operational scenarios:

- a) Baseline - To establish baseline navigation risk (2024) - B1
- b) Operation – Lighterage Option – Smuggles Way Maximum (2024) - O1
- c) Operation – Lighterage Option – Tilbury Maximum (2024) – O2
- d) Operation – Lighterage Option – Barking Maximum (2024) – O3

2.4.5 The risk assessment determines navigation risk of the proposed operations to other navigation users and identifies appropriate risk controls to ensure navigation risk is understood and managed. The objective is for the risk assessment to be produced in a manner that allows for effective implementation and ultimate adoption into the marine SMS of the PLA and REP.

2.4.6 The Parties are agreed that the approach to the NRA set out above is adequate for the purpose of determining the potential navigational risks associated with REP.

2.4.7 The Parties are agreed that the scope of the NRA is adequate and robust in order to determine any potential navigational risks. The risk assessment components that have been agreed are as follows:

- a) Review of documentation
- b) Analysis of vessel traffic (with uplift to 2025)
- c) Consultation
 - i PLA
 - ii Freight operators
 - iii Passenger vessel operators
 - iv Recreational stakeholders

- d) Passage based risk assessment
 - v Baseline – current
 - vi Marine Operation – O1
 - vii Marine Operation – O2
 - viii Marine Operation – O3
- e) Identification of fit for purpose and appropriate risk controls
- f) Technical report (Annexed to Environmental Statement)

Assessment

2.4.8 The results of the NRA are that:

- a) The Proposed Development would see no additional works in the river and would therefore not physically impact the navigation of vessels.
- b) Analysis of the PLA's incident data identified few incidents involving Cory Group tug and tows. Only a single collision was recorded involving a Cory tug and tow with a passenger vessel, following an error from the third party passenger vessel.
- c) All identified hazards fell within the PLA's range of acceptable risk, based on the acceptability levels identified in table 9 of the NRA. The highest risk hazards relate to collisions and contacts of passenger vessels in the central reaches and contacts involving large commercial shipping in the lower district.
- d) The increase in risks as they relate to the REP Scenarios is negligible across the river, given the limited increase in activity as a result of each NRA scenario compared traffic.
- e) Given that Cory have a successful Safety Management System and there have been few historical incidents, only one additional risk control was identified. This was to review passage plans to account for the new operations.

2.4.9 The Parties are agreed that the results of the baseline risk assessment are realistic and reflective of the risk profile of the River Thames.

2.4.10 The Parties are agreed that the assessed increase in risk as a result of REP has been correctly assessed and is not significant.

2.4.11 The Parties are agreed that no additional risk controls are necessary to mitigate the risks to As Low as Reasonably Practicable (ALARP).

2.5 Air Quality

2.5.1 The Parties confirm that the following is agreed:

2.5.2 The scope of the Air Quality assessment is defined within **Section 7.1, Chapter 7 Air Quality** of the **ES (6.1, APP-044)**. This description of the topic is an appropriate basis upon which to produce the ES Chapter.

Legislation, Policy Context, Guidance and Standards

2.5.3 The policy context, legislation, guidance and standards considered in the assessment of Air Quality are noted in **Chapter 2** of the **ES** and **Section 7.2, Chapter 7 (6.2, APP-044)** of the **ES**.

2.5.4 The policy context, legislation, guidance and standards considered to inform the Air Quality assessment are appropriate.

Consultation

2.5.5 Consultation undertaken with regards to Air Quality is summarised in **Section 7.3, Chapter 7** of the **ES**.

2.5.6 The summary of consultation presented is correct so far as it provides an accurate record of consultation with the PLA on Air Quality to date.

Reasonable Worst Case Parameters Used for Assessment

2.5.7 The realistic worst-case parameters used for the assessment of Air Quality are presented in **Section 7.4, Chapter 7** of the **ES**.

2.5.8 The realistic worst-case parameters used for the assessment are considered appropriate for the robust assessment of potential Air Quality impacts arising from the Proposed Development.

Assessment Methodology and Significance Criteria

2.5.9 The methodology for Air Quality is presented in **Section 7.5, Chapter 7** of the **ES**. The assessment methodology is considered appropriate.

Assumptions and Limitations

2.5.10 Assumptions made with regards to Air Quality are summarised in **Section 7.6, Chapter 7** of the **ES**.

2.5.11 The assumptions presented are considered appropriate, where relevant to the PLA.

Baseline Conditions and Receptors

2.5.12 The baseline conditions and receptors for Air Quality are presented in **Section 7.7, Chapter 7** of the **ES**.

2.5.13 The baseline conditions and receptors presented are considered appropriate, where relevant to the PLA.

Embedded Mitigation

2.5.14 The embedded mitigation designed to be an inherent part of the scheme for which development consent is sought, or which would be undertaken to meet existing legislative requirements for potential Air Quality effects is set out in **Section 7.8, Chapter 7** of the **ES**.

2.5.15 The embedded mitigation is considered appropriate and adequate, in terms of its nature and scale, to address potential Air Quality effects.

Assessment of Likely Effects

2.5.16 The assessment of effects during construction and decommissioning for Air Quality is presented in **Section 7.9, Chapter 7** of the **ES (6.1, APP-044)**. The assessment of effects during construction and decommissioning presented is considered appropriate.

2.5.17 The assessment of effects during operation for Air Quality is presented in **Section 7.9, Chapter 7**. The assessment of effects during operation presented is considered appropriate.

Cumulative Assessment

2.5.18 The assessment of cumulative effects for Air Quality is presented in **Section 7.10, Chapter 7** of the **ES**.

2.5.19 The cumulative effects presented are considered appropriate, where relevant to the PLA.

Further Mitigation and Enhancement

2.5.20 The consideration of further mitigation and enhancement measures for Air Quality is presented in **Section 7.11, Chapter 7** of the **ES**. No additional mitigation and enhancement measures have been identified.

2.5.21 **Section 7.11** of **Chapter 7** of the **ES** is therefore considered appropriate.

Residual Effects and Monitoring

2.5.22 The summary of residual effects for Air Quality is presented in **Section 7.12** of **Chapter 7** of the **ES**.

2.5.23 A schedule of mitigation and monitoring is presented in **Chapter 17** of the **ES**.

2.5.24 The summary of residual effects and monitoring is appropriate. The Applicant will continue to work with the PLA to optimise the use of the River Thames whilst improving air quality.

2.5.25 Accordingly, there are no outstanding issues on Air Quality.

2.6 Other Considerations

2.6.1 **Chapter 15** of the **ES (6.1, APP-052)** described other issues which have been considered; and presents an assessment of those other issues.

Lighting

2.6.2 **Chapter 15 Section 15.3** of the **ES**, and the **Outline Lighting Strategy (Appendix K.3) (6.2, APP-096)** presents consideration given to likely effects of light intrusion from the Proposed Development.

2.6.3 The applicant will amend the Design Principles and the Outline Lighting strategy to ensure lighting design minimises light spill on the River Thames. The considerations given to likely effects of the Proposed Development are considered appropriate. Subject to the amendment to the Design Principles and the Outline Lighting strategy during examination, there are no outstanding issues on Lighting. The Parties agree that the Design Principles are secured via Requirement 2(2) and the amended Design Principles will be referred to in Schedule 11 of the dDCO as being a document to be certified by the Secretary of State.

Transport

2.6.4 The Parties are agreed that construction materials would be transported by road and by river where feasible, provided the transportation will not impact on the operation of Riverside Resource Recovery Facility. There are currently no further outstanding issues on Transport.

3 Confirmation of Agreement

This SOCG is prepared jointly and agreed by the Parties:

Signed for and on behalf of the Applicant

Date:

23 MAY 2019

Signed for and on behalf of Port of London
Authority

Date:

23 MAY 2019

Appendix 1 Record of Engagement Undertaken

Introduction Meeting with the PLA – 11 December 2017

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Meeting Title: Riverside Energy Park – Initial Meeting with Port of London Authority

Required Invitees: Richard Wilkinson (RW) (Cory), Rob Gully (RG) (Cory), Sarah Chandler (SC) (PBA), Mike Atkins (MA) (PLA), Tanya Ferry (TF) (PLA), Derek Maynard (DM) (PLA), Tim Corthorn (TC) (PLA)

Date of Meeting: 11th December 2017

Location: Gravesend, Kent

Job Number: 42166

Subject	Actions
<p>Introductions</p> <p>Members of the PLA and the Riverside Energy Park (REP) development team introduced themselves and explained their role in the context of the organisation, or the scheme.</p> <p>RW explained background to Cory Riverside Energy Holdings Ltd (Cory)</p> <p>REP proposals and concept</p> <p>RG explained the principal components of the integrated facility and the Indicative Application Boundary as included in the Environmental Impact Assessment (EIA) Scoping Report submitted to the Planning Inspectorate (PINS) in November 2017</p> <p>RW confirmed that a jetty capacity study has been undertaken to inform the proposals which has demonstrated there is sufficient capacity at the existing jetty for the proposed REP. RW explained that waste will be transported via the River Thames, retaining the use of the existing Waste Transfer Stations (WTSs) in London.</p> <p>RG explained the design evolution of the proposal to date.</p> <p>TF asked about proximity of the jetty to the Crossness Nature Reserve. RG explained that the Indicative Application Boundary has been cast wide within the River Thames at present until the nature of temporary construction works within the river have been refined. TC noted it extends to the centre of the river and navigation channel which may have implications for operations within the river. RG/RW explained that the use of the river during construction is unlikely to be for moving personnel, but rather for bringing in plant items. RW also explained that existing moorings need to remain operational so that the construction of REP does not interfere with the operation of the existing Riverside Resource Recovery Facility (RRRF).</p> <p>RG described the construction programme and confirmed commencement of operation is intended for 2024.</p> <p>PLA enquired about the existing river works licence, and how this would be dealt with in the Development Consent Order (DCO).</p> <p>RW re-iterated that the flexibility and defined level of river works to be included with the final application are yet to be determined, and that Cory</p>	<p>Cory to confirm the interaction between the DCO and the existing river works licence</p>



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<p>will keep the PLA informed as details emerge with regards to likely use of the river.</p> <p>MA raised the need for Protective Provisions for the benefit of the PLA; SC confirmed drafting on these would need to be developed jointly. MA agreed to send examples of already agreed Protective Provisions from other DCO projects.</p> <p>DM sought to confirm that temporary works would be temporary and whether any decommissioning would be necessary. RW/RG confirmed any works in the river would be temporary only as set out in the EIA Scoping Report.</p> <p>Data requirements were discussed and the PLA agreed to the forward contact details for the hydrographic team, for any requests to be directed to.</p> <p>PLA pointed out that the area identified within the river is likely to be highly contaminated with oil/metals/hydrocarbons due to historic land uses, and that impacts of the temporary river works may include disturbance of contaminants. SC confirmed that the marine EIA topics will consider dredging as required.</p> <p>TC explained the need for a Navigational Risk Assessment to be undertaken.</p> <p>Cumulative effects assessment was discussed and SC explained that a list of committed developments to be considered within the EIA at the relevant time.</p> <p>RG described the likely formation of the electrical connection, which would be along the public highway laid as a trefoil formation or similar. UKPN will be responsible for the electrical connection.</p> <p>MA confirmed that detailed comments could be provided once the nature of the river works had been refined.</p> <p>RW confirmed the throughput for the purpose of the EIA is 805,000 tonnes per annum (tpa), and that the intention is for the current fleet to be used for the operation of REP, which may need to be expanded.</p> <p>SC explained that the Cory/PBA team would welcome any discussions on the EIA Scoping Opinion as required and agreed to provide contact details.</p> <p>PLA enquired whether there would be a requirement for any Thames Path closures. Cory confirmed that some temporary part closures may be required for bringing plant items over onto the REP site from the river. Any Public Right of Way (PRoW) closures will be discussed with London Borough of Bexley (LBB) (or other relevant local authorities where applicable).</p> <p>The Bexley Energy Masterplan was discussed in relation to district heating potential; Cory confirmed consideration of this and ongoing engagement with the Greater London Authority (GLA) and Peabody Trust, with possibility of district heat connections to Thamesmead.</p> <p>All agreed to a follow up meeting around mid-January to discuss temporary river works further. PLA raised the river wall and noted that no</p>	<p>Cory to keep PLA informed of emerging details regarding the extent of temporary river works to be sought in DCO application</p> <p>MA to provide example Protective Provisions</p> <p>MA to provide contact details for hydrographic team</p> <p>Cory to agree scope of Navigational Risk Assessment with PLA</p> <p>PBA to provide committed development list at the relevant time</p> <p>RW to provide contact details for PBA team/SC</p>
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works should compromise the defence. RW highlighted the vested interest in protecting the existing RRRF.

The need for joint meetings between the EA and other stakeholders, specifically the Marine Management Organisation (MMO), was discussed and it was agreed that joint meetings and engagement would be beneficial for both parties.

PLA reminded Cory of the PLA Thames Vision, and its policy objectives.

TF raised that air quality impacts on the river should be taken into consideration (from vessels and river traffic). The PLA are publishing its Air Quality Strategy in Spring 2018. TF also raised dredging as another potential consideration.

DM asked about fill from the site (and other construction waste) being taken off site. Cory confirmed this would be accounted for in the EIA.

It was discussed and confirmed that critical infrastructure would be raised above flood risk levels.

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REP Navigation Risk Assessment Meeting – 21 June 2018

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Project: Riverside Energy Park (REP)
Meeting Regarding: REP NRA Assessment
Attendees: Michael Atkins (PLA), Cathryn Spain (PLA), Mark Towens (PLA), Tim Corthorn (PLA), Ed Rogers (Marico), Andrew Rawson (Marico), Tipu Parvez (CRE), Andrew James (Cory), Andy Pike (CRE), Devon Christensen (CRE)
Meeting Date: 21 June 2018
Location: London Riverside House

Item	Subject	Action
1.	Introductions were made	
2.	<p>Riverside Energy Park (REP) The Cory team provided an overview of Cory’s existing operations and the REP proposals including the various aspects of the integrated facility.</p> <p>DC explained the main refinements to the REP project proposals that have been made since the EIA Scoping Report was submitted. These included:</p> <ul style="list-style-type: none"> • Removal of marine works • Removal of the grid connection option to Barking (Therefore the electrical connection option being taken forward is to Littlebrook, Dartford) • Inclusion of potential variants to the electrical connection to Littlebrook, pending further advice from UKPN and feedback from consultation. • Removal of potential temporary laydown area at Crabtree Manorway. <p>DCO planning process DC outlined the broad indicative programme for the REP project as:</p> <ul style="list-style-type: none"> - <i>Consultation: Summer 2018</i> - <i>Application submission: Late 2018</i> - <i>Examination phase: 6 months during 2019</i> - <i>PINS recommendation to the SoS: 3 months</i> - <i>SoS decision period: 3 months</i> - <i>Decision 2020 Q1 or early Q2</i> - <i>Construction: 2021-2024</i> - <i>Fully operational: 2024</i> 	

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Item	Subject	Action
	<p>Consultation</p> <p>DC discussed CRE's consultation in May which included four exhibitions in the local area. The statutory consultation period began on 18 June 2018 and will go to 30 July 2018. During this time, the Preliminary Environmental Information Report (PEIR) has been made available for review and several public exhibitions will take place from the 6th of July to the 12th of July. DC will send through exhibition dates, times and locations. The deadline for providing a statutory response to consultation material is 30 July 2018.</p> <p>DC noted that CRE will be looking to develop a Statement of Common Ground with the PLA. DC offered to send a template for review and will propose wording on the agreements reached on NRA methodology.</p>	<p>DC</p> <p>DC</p>
3.	<p>Project Logistics Plan- Marico and CRE team provided an overview of current operations and proposed future operations, noting that REP is proposed to operate 6 days a week, will use day time tides and will include one additional movement to smugglers way, Walbrook/ Northumberland and Tilbury.</p> <p>Three scenarios were presented for investigation in the NRA:</p> <ol style="list-style-type: none"> 1. Maximising use of Smugglers Wharf 2. Tilbury 3. Barking 	
4.	<p>The PLA Scoping Response was discussed.</p> <p>MA confirmed that the concerns raised regarding works in the river no longer stand due to the removal of marine works. TC queried whether additional mooring was necessary. JA confirmed that no additional mooring points were necessary, and Erith could be relied on for any overflow.</p> <p>MA queried whether the existing River Works Licence will need to be amended. DC suggested that the CRE legal team provide further detail on marine licencing requirements.</p> <p>CS requested movements during the construction phase are considered in the ES.</p> <p>DC confirmed that the positioning of solar panels would ensure no glare over the River Thames.</p> <p>TC questioned whether there was a weight limit on lay-by barges. AP confirmed that the additional barges would not exceed their capability.</p> <p>MA noted that air quality is a matter the PLA would expect to be addressed in the ES. MA will send link to recent PLA AQWL Strategy.</p>	<p>DC</p> <p>MA</p>
5.	<p>Marico provided an overview of the proposed NRA methodology. Due to the low increase in tug movements Marico proposed a passage</p>	

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Item	Subject	Action
	<p>based risk assessment rather than comprehensive modelling approach. This would include a baseline risk analysis with uplift to 2025; consultation with primary river users; passage based risk assessment; and identification of risk controls. MT confirmed that the PLA are comfortable with this approach.</p> <p>JA will send through a plan to MT outlining Walbrook operations.</p> <p>The primary scenario that Marico will assess maximises the waste throughput permissions at CRE’s existing waste transfer stations. Recognising that waste may be sourced from alternative locations in the future, Marico will also investigate 2 alternative scenarios that increase movements to Tilbury and Barking.</p> <p>DC stated that the NRA will be appended to the Environmental Statement supporting the DCO application and would inform several other ES chapters including transport, air quality, and noise.</p> <p>MA and MT raised concerns regarding cumulative effects associated with the timing of other projects on the Thames such as the Swan Lane development. AR will send through a list of projects for PLA to review.</p>	<p>JA</p> <p>AR</p>
6.	<p>AOB CRE will organise additional meetings to discuss River Works Licencing and the NRA findings following the statutory consultation period.</p>	DC

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Statement of Common Ground between the Applicant and the Port of London Authority

REP Project Update Meeting – 10 August 2018

MINUTES

Project: Riverside Energy Park (REP)
Meeting Regarding: River Works Licence Requirements
Attendees: Michael Atkins (PLA), Lucy Owen (PLA), Carrie Allen (CRE), Andy Pike (CRE), Devon Christensen (CRE)
Meeting Date: 10 August 2018
Location: London Riverside House

Discussion	Action
<p>Riverside Energy Park (REP) Project Update:</p> <p>DC provided an update on Navigational Risk Assessment (NRA) progress noting that the draft outputs are expected late September and will be provided to the PLA for review.</p> <p>DC acknowledged receipt of the PLA response to the PEIR and noted that each matter raised will be considered and addressed in the Consultation Report and Environmental Statement supporting the REP application. Cory will provide an update on assessment progress at the next meeting anticipated for early October. The application is on track for submission late 2018.</p> <p>CA provided an outline of Cory's existing River Works Licences (RWLs) and Mooring Licences along the River Thames noting a combined total of approximately 26. As the licences are under Riverside Resource Recovery Limited (RRRL), Riverside (Thames) Limited (RTL) or Cory Environmental Limited (CEL), they cannot be utilised for the proposed REP operations as intended. Therefore, moving forward, CRE are interested in amending or replacing the existing licences to allocate joint and several use by two or more Cory Group companies.</p> <p>MA and LO agreed that a joint and several approach presented a sensible way forward, however, noted that the PLA's position would require legal input. MA flagged that matters of assignability and the use of correct and relevant company names were important considerations. CA agreed to provide an outline of Cory's preferred approach to River Works Licencing for legal review. MA and LO suggested a response from the PLA would be forthcoming in following weeks.</p> <p>It was also noted that the review of Cory RWLs may provide opportunity for administrative improvements. CA highlighted potential for updating, replacement or consolidation of existing, outdated licences. It was therefore proposed that two workstreams were progressed in parallel, including:</p> <ul style="list-style-type: none"> - holistic review of CRE permits over following months; and - agreement on the River Works Licencing requirements necessary for REP in imminent weeks. 	<p>DC</p> <p>CA</p>

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Discussion	Action
AP noted that the latter may be best positioned in the Statement of Common Ground. DC suggested Cory provide draft wording following confirmation from the legal team.	DC
Regarding the holistic review of CRE licences, CA will send a spreadsheet of the licences that CRE hold and a map of their location. MA and LO offered to review the accuracy of the spreadsheet and advise on the potential for global licencing arrangements.	CA MA
Next Steps- Progress RWL arrangements via email. DC to organise a meeting in late early October to discuss NRA outputs and ES assessment.	DC

Statement of Common Ground
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River Works Licenses and SoCG Meeting – 7 February 2019

MINUTES

Meeting Title: Riverside Energy Park –Riverworks Licencing and SoCG with Port of London Authority (PLA)

Invitees: James Trimmer (PLA), Ashleigh Evans (PLA), Alison Gorlov (WW), Michael Atkins (PLA), Richard Griffiths (PM), Carrie Allen (CRE), Devon Christensen (CRE)

Apologies: Andy Pike (CRE),

Date of Meeting: 7th February 2019: 3.30PM

Location: PLA offices, Pinnacle House, 23-26 St Dunstan’s Hill EC3R 8HN

Item	Subject	Actions
1.	<p><u>REP Project and consultation update</u></p> <p>DC provided an update on the REP project programme noting that the application was accepted on 14 December 2018 and the s56 process closes on 12 February 2019. Following receipt of relevant representations, PINS will issue a letter setting out a date for the preliminary meeting- anticipated early April.</p>	
2.	<p><u>River Works Licences (RWLs)</u></p> <p>CA discussed CRE’s broad approach for amending CRE’s existing RWLs. This included two steps:</p> <ol style="list-style-type: none"> 1. A more immediate process to amend the three RWLs (AS/32/9-11, AS/32/8A and A2/32/35) that relate to the REP Development and current CRE operational site. CRE’s proposal is to place the existing RWLs into the names of four CRE Group companies’ names, which will be held on a joint and several basis. This may include updating the terms of each RWL. 2. A longer-term process to change all/most of CRE’s RWLs within the River Thames to include placing the RWLs into the names of four CRE Group companies’ names on a joint and several basis; amalgamate some RWLs (where suitable), and address any inconsistencies. This will be a longer, ongoing process and will be undertaken outside of the REP process, working with the PLA, and may include updating the terms of each RWL. <p>CA confirmed that (subject to removal of inconsistencies) CRE would not be seeking any change in the licensed works or applicable licence conditions. As regards the Riverside works, the object will be to add the company that is to build the DCO project as a licensee as well as certain other Cory Group Companies</p>	

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	<p>Regarding Step 1: MA stated that the PLA were supportive of CRE's proposed approach to amending the existing RWLs (as set out above). JT requested that CRE lodge an application in advance of, or during, the DCO examination, and offered to review the application prior to lodging to ensure the process is undertaken as quickly as possible. JT confirmed that the replacement licences commencement dates and the termination of existing licences could be subject to the making of the DCO and at a date to be agreed between the parties. The PLA would require written consent from the current RWL holders to be lodged with the application. CRE agreed to work with the PLA to lodge the RWL application as soon as practicable.</p> <p>MA/ JT offered to provide the standard template which will be used for the amended RWLs.</p>	<p>CRE to draft application form and provide to MA/ JT/ AE</p> <p>JT/MA to send through current template/RWL terms</p>
<p>3.</p>	<p><u>Submitted Development Consent Order Application</u></p> <p>RG discussed the DCO and a brief discussion was had concerning the need for the Order amendments proposed by the PLA including draft protective provisions provided by the PLA.</p> <p>RG pointed out that none of the Work Numbers in Schedule 1 to the draft DCO are located in the river. The general works at the end of Schedule 1 is subject to the proviso that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the ES. As regards temporary possession powers, the river is not Order land and so the temporary possession for carrying out the authorised development would not apply there.</p> <p>On this basis some (if not all) of the protective provisions may not be necessary. In addition, RG also explained that Cory is currently examining whether it could reduce the Order limits to closer to Cory's property freehold boundary. AG voiced concern regarding the area of the River Thames included in the application boundary and stated that the DCO should not override the provisions of the PLA Act 1968.</p> <p>The PLA stated that protective provisions (in favour of the PLA) would not be necessary if the DCO included an article that stated that no provisions of the Order would override the PLA Act 1968 and (if necessary) providing that all relevant DCO activities should be treated as being within the PLA Act 1968 licensing regime.</p> <p>There was discussion about amending CRE's application boundary (the Order limits). CRE was investigating the possibility of doing this, either bringing the application boundary in line with its property boundary (bordering the River) or to include some element of the River Thames. A question was raised as to whether CRE's property boundary included any element of the River Thames (depending on where the Mean High Water tideline sat).</p>	<p>CRE will update the PLA re: application boundary changes.</p>

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	<p>Should CRE need to undertake any works within the River Thames, a separate licence would be applied for (at that time) under the PLA Act 1968.</p> <p>CRE agreed with this approach in principle and will consider the implications of amending the red line (application) boundary. CRE will update the PLA once a decision to amend the application boundary is made and in due course will provide the updated boundary and the additional article within the draft DCO to the PLA for comment. RG's expectation was that this would be a non-material change which would be made before the Preliminary Meeting.</p> <p>The SoCG will record the amendments to the Order limits and any articles regarding the PLA 1968 Act.</p>	<p>CRE will amend the draft DCO to provide that nothing in the order will override the PLA Act 1968. Draft amendments to be sent to the PLA.</p>
4.	<p><u>Statement of Common Ground</u></p> <p>MA stated that the PLA were broadly in supportive of the application and noted there were few issues to agree in the SoCG.</p> <p>DC went through the main components of the SoCG as follows:</p> <p>RWL- will be amended to reflect the agreement discussed in agenda item 1.</p> <p>Navigational Risk Assessment and river use - MA stated that the PLA were broadly comfortable with the NRA assessment, noting that the PLA support use of the River Thames during the construction period.</p>	<p>DC will update SoCG to reflect matters discussed.</p>

Appendix 2 River Works Licences

DATED 28 February 2013

PORT OF LONDON AUTHORITY

to

RIVERSIDE RESOURCE RECOVERY LIMITED

RIVER WORKS LICENCE

relating to

a new Jetty

at Middleton Wharf

AS/32/9-11

PORT OF LONDON AUTHORITY
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THE PORT OF LONDON AUTHORITY

Licence granted under

Port of London Act 1968 Section 66

Definitions

1.1 In this Licence the following words and phrases have the following meanings:-

<u>"Additional Occupation Charge"</u>	<u>the sum calculated using the formula set out in Schedule 5 from time to time</u>
<u>"calendar year"</u>	<u>means a year from 1st January to 31st December inclusive</u>
<u>"Throughput Occupation Charge"</u>	<u>the annual sum calculated in accordance with the provisions of Schedule 6 from time to time</u>
<u>"Licence Period"</u>	<u>the period set out in Clause 1</u>
<u>"the Licensee"</u>	<u>means the person or body named in Schedule 1</u>
<u>"Minimum Occupation Charge"</u>	<u>the annual sum as described in Schedule 4</u>
<u>"the PLA"</u>	<u>means the Port of London Authority</u>
<u>"PLAct"</u>	<u>means the Port of London Act 1968 as amended</u>
<u>"Payment Days"</u>	<u>the Starting Date and the dates which start each three calendar monthly period thereafter (each one being a "Payment Day")</u>
<u>"Review Dates"</u>	<u>the 20 May 2013 and on the same day in every fifth calendar year thereafter (each one being a "Review Date")</u>
<u>"Review Periods"</u>	<u>the period starting on a Review Date up to the next Review Date and starting on the final Review Date and ending at the termination date of this Licence (each one a "Review Period").</u>
<u>"the Said Rate"</u>	<u>is the interest rate provided for in paragraph 3 of Schedule 3</u>
<u>"Starting Date"</u>	<u>20 May 2008</u> <u>1</u>
<u>"the Works"</u>	<u>the works described in Schedule 2 and where the context so admits any part thereof</u>
<u>"year"</u>	<u>means 12 months from the 20 May in a calendar year to 19 May in the following calendar year inclusive</u>

1.2 In this Licence:

1.2.1 references to clauses and sub-clauses paragraphs subparagraphs and schedules are references to those contained in this Licence unless otherwise specified.

1.2.2 where any party comprises more than one person the obligations and liabilities of that party under this Licence are to be joint and several.

1.2.3 the headings and table of contents are for assistance in locating references in the text and are not to be taken into account in the construction or interpretation of this Licence.

1.2.4 words that indicate one gender include all other genders.

Grant

2. The PLA grants to the Licensee a licence to carry out construct place and then renew maintain and retain the Works and to moor vessels to the Works commencing on the date of this Licence and continuing on from year to year (subject as set out hereafter).

Consideration

3.1 The parties have agreed that a lump sum consideration of £191,000 exclusive of Value Added Tax shall be paid calculated by totalling the following amounts

commencing on the Starting Date and ending on 19 May 2009 a sum of £20,000 per annum;
commencing on 20 May 2009 and ending on 19 May 2010 a sum of £30,000 per annum;
commencing on 20 May 2010 and ending on 19 May 2011 a sum of £40,000 per annum;
commencing on 20 May 2011 and ending on 19 May 2012 a sum of £50,000 per annum; and
commencing on 20 May 2012 and ending on 19 May 2013 a sum of £51,500 per annum

3.2 The consideration payable for the year commencing on 20 May 2013 and each year thereafter shall (save as set out below) be the Minimum Occupation Charge for that year together with any Additional Occupation Charge and any Throughput Occupation Charge payable in respect of that year or any part or parts thereof.

3.3 If the provisions of Schedule 4 relating to the reassessment of the Minimum Occupation Charge shall be found or found from time to time not to be consistent with the PLAct or shall prove impossible to operate then the consideration shall be re-assessed in its entirety under Section 67 of the PLAct and as so re-assessed shall be payable in substitution for the Minimum Occupation Charge the Additional Occupation Charge and the Throughput Occupation Charge for the relevant Review Period and any subsequent Review Periods subject to subsequent re-assessment from time to time on the application of either party under Section 67 of PLAct.

Licensee's Covenant

4. The Licensee agrees with the PLA to observe and perform:

4.1 the obligations relating to the Works set out in Part 1 of Schedule 3; and

4.2 the obligations relating to the carrying out of the construction and placing of the Works set out in Part 2 of Schedule 3

and to procure that the Licensee's employees agents and contractors observe and perform these obligations.

Revocation

5. Subject to Section 69 of the Act (Appeal to the Board of Trade (now Department for Transport)) the PLA may in any of the following circumstances revoke this Licence by giving to the Licensee

not less than three months notice to expire at any time provided always that such revocation shall be without prejudice to any right or remedy of either party in respect of any prior breach of the provisions of this Licence:

- 5.1 if the Licensee the Licensee's employees agents or contractors shall be in breach of any of the terms of the Licence and if the PLA shall serve written notice on the Licensee of such breach specifying the nature of the breach and the steps required to remedy the breach and a reasonable time within which such steps should be taken and the Licensee shall fail to remedy the breach within such time
- 5.2 if any person with the collusion or agreement of the Licensee shall carry out any activity in relation to the Works in breach of Section 70(1) of the Act
- 5.3 if the PLA shall require revocation of the Licence for navigational or river regime reasons in accordance with its statutory duties
- 5.4 if the Licensee being a corporation shall be wound up either voluntarily (save for the purpose of amalgamation and reconstruction) or compulsorily or suffer a receiver to be appointed or if the Licensee being an individual (or if individuals any one of them) shall become bankrupt or make any assignment for the benefit of or enter into any arrangement with his or her creditors either by composition or otherwise
- 5.5 if the Licensee parts with the ownership of the Works and this Licence is not terminated under the provisions of clause 6.1 below

Sale/Removal of Works by Licensee

- 6.1 Where the Works are sold by the Licensee to a third party ("the transferee") and:
 - 6.1.1 the Licensee provides to the PLA satisfactory documentary evidence of the transfer of ownership of the Works; or
 - 6.1.2 the transferee applies for and is granted a new licence for the Works

this Licence shall terminate with effect from the date of receipt by the PLA of such evidence or the grant of the new licence. Such termination is to be without prejudice to any right or remedy of either party in respect of any prior breach of the provisions of this Licence.

- 6.2 The Licensee may end this Licence by giving to the PLA notice expiring at any time after the Works have been removed from the River Thames and the riverbed has been reinstated to the PLA's reasonable satisfaction.

Removal/Alteration of Works by PLA

7. If the Licensee does not alter or remove the Works in accordance with the Licensee's obligations in Schedule 3 the PLA may at its option remove or alter the Works and any vessels moored to them and recover from the Licensee on demand any reasonable expenses incurred by the PLA in so doing.

Alienation

- 8.1 This Licence is personal to the Licensee (save that the rights granted by this Licence may be exercised by the Licensee's employees agents and contractors subject to the terms and conditions of this Licence and under the Licensee's supervision and control) and may not be assigned except to other companies within the same group of companies as the Licensee.
- 8.2 So far as it lawfully may the PLA undertakes with the Licensee that upon the application of a person intending to acquire the Works it will not unreasonably refuse to grant to that person a licence for the remainder of the term in accordance with Section 66 of the Act to retain the Works in the position described in this Licence.

- 8.3 The Licensee shall not permit use of the Works by third parties other than on terms which require such third parties to observe and perform the terms and conditions of this Licence (other than the payment of the Consideration) including without prejudice to the generality of the foregoing the provisions as to revocation.
- 8.4 The Licensee shall prior to any permitted assignment of this Licence to a group company under paragraph 8.1 above procure that the assignee enters into direct covenants with the PLA to perform and observe all the Licensee's obligations and all the other provisions of this Licence during the residue of the term of this Licence.
- 8.5 Upon any permitted assignment under paragraph 8.1 above the assigning Licensee shall be released from its obligations hereunder without prejudice to the PLA's rights and remedies in relation to any prior breach by the assigning Licensee.

Limitation of Rights Granted

9. This Licence does not confer on the Licensee any right which would or might obstruct private rights appurtenant to any riparian land.

No Warranty

10. 10.1 This Licence in so far as it relates to the Works is issued under Section 66 of the Act and does not constitute consent under any other provisions of that Act or under any other private or general Act of Parliament.
- 10.2 Nothing in this Licence shall imply or warrant that the Works may be used or are suitable for any of the purposes herein authorised.
- 10.3 The Licensee acknowledges that the licence for vessels to be moored to the Works over riverbed owned by the PLA is given by the PLA as landowner and further the Licensee agrees and accepts that neither the Licensee nor his employees agents contractors or licensees will not by mooring vessels over the PLA's land acquire any interest in or permanent rights to moor over any part of that land.

Service

11. Any notice or other document to be served under this Licence shall be delivered by hand or sent by a postal service which provides for the delivery of the document by post to be recorded to the party to be served at that party's current address as follows:
- 11.1 if to the PLA to the Secretary of the PLA at its principal office from time to time
- 11.2 if to the Licensee to its registered office
- or to such other address as the PLA or the Licensee may have notified in writing to the other party from time to time.

Third Parties

12. The parties do not intend the terms of this Licence to be enforceable by third parties under the provisions of the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE 1
The Licensee

Name	Address
Riverside Resource Recovery Limited Company No. 03723386	Registered office: 2 Coldbath Square London EC1R 5HL

SCHEDULE 2
The Works

Brief Description of the Works	Location of the Works	The PLA Number(s) under which the plans and drawings of the Works submitted by the Licensee are deposited
Jetty head, jetty arms, approach, crane oversail, weighbridge, and fendering.	Jetty, Middleton Wharf	126.1433

SCHEDULE 3
General Obligations of the Licensee
Part I

Consideration

- 1.1 To pay the annual consideration by equal quarterly instalments in advance due on the Payment Days save that on the date of this Licence the Licensee shall pay to the PLA the lump sum payment set out in clause 3.1 and the quarterly instalments shall not commence to be payable until the 20 May 2013 Payment Day.
- 1.2 Commencing on the 20 May 2013 to pay to the PLA the Minimum Occupation Charge by equal quarterly payments in advance on the Payment Days (proportionately reduced for any period of less than a quarter) and if it is not agreed or assessed on a Payment Day the Licensee shall pay the Minimum Occupation Charge or any shortfall to the PLA as soon as it is agreed or assessed
- 1.2 To commence to pay to the PLA any Additional Occupation Charge which is found to be payable on the 20 May 2013 or if a review is carried out on that date under the provisions of Schedule 4 it shall commence to pay it on the 20 May 2014 and thereafter it shall pay it on each anniversary of that date each year (except where such anniversary is also a Review Date on which a review of the Minimum Occupation Charge takes place) in accordance with the formula provided for in Schedule 5 and by equal quarterly payments in advance on the Payment Days;
- 1.3 To pay to the PLA any Throughput Occupation Charge payable as and when provided for in Schedule 6
- 1.4 To pay the PLA's reasonable charges and costs in connection with the negotiation of the initial Minimum Occupation Charge; and

- 1.5 To pay any other sums provided for and due under this Licence at such times and in such manner as is provided for in this Licence

Interest

2. To pay to the PLA on demand interest at the rate of 2% above National Westminster Bank Plc base lending rate from time to time (such interest to be payable before as well as after judgment):
- 2.1 on the initial lump sum payment provided for in paragraph 1 above if it remains unpaid 21 days after it falls due and on any unpaid Minimum Occupation Charge and/or Additional Occupation Charge for the period starting on the expiration of 21 days from the Payment Day when it fell due and ending in each case on the date it is paid
- 2.2 in the case of any sum in respect of a shortfall which shall be payable following a reassessment of the Minimum Occupation Charge that sum from a period starting on the expiration of 21 days from the relevant Review Date up to the date of payment.
- 2.3 any Throughput Occupation Charge not paid as provided for in paragraph 3 of Schedule 6 of this Licence for the period from the date it fell due to the date it is paid.

VAT

3. To pay any Value Added Tax that may be chargeable on any consideration or any other sums payable by the Licensee under the provisions of this Licence.

Outgoings

4. To pay all outgoings including (without prejudice to the generality of the foregoing) any rates in respect of the Works.

Execution and Maintenance of Works

5. To execute and maintain the Works to the PLA's reasonable satisfaction.

Alteration of Works

6. Where alteration of the Works is at the sole discretion of the PLA required for navigational and/or river regime reasons to alter the Works from time to time to such extent and within such time as the PLA may by notice reasonably require.

Removal of Works

7. Before expiration of any notice of revocation or on expiry of this Licence, should the PLA so require by notice in writing or (unless the Department for Transport has already approved the Works) immediately if at any time the Department for Transport so requires, to remove vessels moored to them and remove the Works from the River Thames and to reinstate the riverbed to the PLA's reasonable satisfaction.

Indemnity

8. To indemnify the PLA (save to the extent that the following is attributable to any negligent act or default or fraud of the PLA its employees agents and contractors or any other liability or class of liability which may not by virtue of any statutory provision or other law be excluded by the PLA) against all actions proceedings claims demands damages expenses costs and losses arising out of the carrying out construction placing altering in compliance with paragraph 6 above renewing maintaining or existence of the Works the use of the Works or the grant of this Licence including without prejudice to the foregoing any claims by other holders of licences under Section 66 of the Act.

Release of PLA Liability

9. Not to make any claim against the PLA in respect of any loss or damage to the Works or any vessel moored to them arising out of the proper exercise by the PLA of its statutory duties or powers.

Siltation and Erosion

10. 10.1 If within the period beginning with the commencement of the construction of the Works and ending ten years after the completion of the construction of the Works any part of the River Thames becomes subject to silting or scouring and:-

10.1.1 an expert's report (such expert to be appointed jointly by the PLA and the Licensee at the request of either of them or failing the agreement of the parties to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy on the application of either party) confirms that such siltation or scouring is siltation or scouring which is wholly or partly arising from the placement and retention of the Works in the River Thames and/or the Licensee's operations; and

10.1.2 within that period the PLA gives notice to the Licensee that in the opinion of the expert, siltation or scouring arising under the provisions of paragraph 10.1.1 should be removed or (as the case may be) made good in the interest of persons using the River Thames or for the protection of other works in the River Thames

to either arrange for the work to be undertaken or to reimburse to the PLA all reasonable expenses actually and properly incurred by it in dredging the River Thames to remove the silting or (as the case may be) in making good the scouring PROVIDED THAT:

10.1.3 where the work is undertaken by the PLA such reimbursement is limited to such percentage of the said expenses as equals the percentage of the siltation removed or scouring made good which the expert reasonably considers, as confirmed by his report, arose from the Licensee's placement and retention of the Works and/or the Licensee's operations;

10.1.4 where the work is undertaken by the Licensee the PLA reimburses to the Licensee any percentage of the expenses reasonably incurred by the Licensee in the removal of the siltation or making good the scouring which equates to the percentage of the siltation removed or scouring made good which the expert reasonably considers, as confirmed by his report, did not arise from the Licensee's placement and retention of the Works and/or the Licensee's operations.

- 10.2 On reasonable written request made by the PLA, to make payments to the PLA on account of agreed sums payable under sub-paragraph 10.1.3 above by one or more interim payments of such reasonable amounts at such times as may be required by the PLA for defraying expenditure reasonably, properly and actually incurred by the PLA from time to time in removing the siltation or making good the scouring.

- 10.3 Subject to paragraph 10.4, to the extent that the expert's report referred to in sub-paragraph 10.1 above confirms that the siltation or scouring has arisen from the placement and retention of the Works in the River Thames and/or the Licensee's operations to pay to the PLA the costs of the expert's report not being costs which the PLA would have incurred for other reasons.

- 10.4 Where payment is due under sub-paragraph 10.3, such payment shall be limited to such percentage of the said cost as equals the percentage of the siltation removed or scouring made good which the expert reasonably considers, as confirmed by his report, arose from the placement and retention of the Works and/or the Licensee's operations.

Marking Lighting and Fendering

11. To mark light and fender the Works and to maintain such marking lighting and fendering as the PLA's harbourmaster may from time to time direct if he considers such marking lighting or fendering necessary for navigational or river regime reasons and if the Licensee fails to comply with such a direction to permit the PLA to enter onto the Works to carry out such direction and to pay to the PLA as a debt on demand any reasonable costs and expenses it incurs in so doing.

Use

12. Not without the written consent of the PLA (which so far as is lawful shall not be unreasonably withheld) to use the Works other than for cargo handling

Nuisance

13. 13.1 Not to do or allow to remain upon in under or at the Works anything which may constitute a nuisance or which may cause damage or inconvenience to the PLA or anyone on the Thames or to the riverbed or anything in or on the river and not to use the Works or anything moored thereto for any illegal or immoral purpose.
- 13.2 Not to allow any offensive injurious or solid matter to be discharged from the Works.

Statutory Obligations

14. 14.1 To comply with any statutory provisions (including any European Union directives which are directly applicable) or subordinate legislation;
- 14.2 to obtain any necessary planning permissions and any necessary consents to the Works (in addition to this Licence) and in particular any Environment Agency consent before placing or constructing them;
- 14.3 to comply with and observe the terms and conditions of all such consents and with the lawful requirements of any government department, local or public authority regarding the Works and their use; and
- 14.4 to indemnify the PLA against any expenses reasonably incurred by the PLA in complying with such requirements as may be imposed on the PLA with regard to the Works.

Production of Notices

15. To produce to the PLA any notice or order or proposal for an order or notice received by the Licensee affecting the Works or anything on or done thereon or anything moored to them and to take such action as may reasonably be required by the PLA in relation to such order or notice.

Entry by PLA

16. To permit the PLA to enter on the Works without notice in the case of an emergency or at reasonable times on 48 hours notice to inspect the Works and where to conveniently access the Works entry is required across adjoining riparian land to permit (in so far as the Licensee is in a position to do so) the PLA to cross the adjoining riparian land to obtain access to the Works.

Maintenance of Berth

- 17.1 To ensure that the berth adjacent to the Works is maintained at all times so that it is safe for use and that only suitable vessels use it and in particular if vessels berthed adjacent to the Works will not be afloat at all states of the tide to ensure that any that remain at low water can ground safely on the river bed and to inspect the berthing area at low water before another vessel docks:
- 17.2.1 to ensure that any vessel which has left the berth has not caused damage to the river bed; and
- 17.2.2 that no cargo or any other material has been deposited on the river bed;
- which may pose a hazard to any vessel which uses the berth.

Life Saving and Fire Fighting Equipment

18. 18.1 To equip the Works with such life saving and fire fighting apparatus as may reasonably be recommended by the PLA and the Fire Brigade or either of them.
- 18.2 To provide to the PLA on request copies of all the risk assessments carried out from time to time by the Licensee under the requirements of the Regulatory Reform (Fire Safety) Order 2005 in respect of the Works and the name or names of the competent persons appointed from time to time by the Licensee under the provisions of that Order.

Cargo Records

19. 19.1 To keep records of the types of cargo passing over the Works during each year and the tonnages of such cargoes.
- 19.2 Within two months from the end of each year to produce to the PLA such details of all cargoes and tonnages for the previous year.
- 19.3 To make the above records available for the PLA or its auditors' inspection at the Licensee's offices at all reasonable times and upon reasonable notice for a period of two years after the end of each year.

Sale of Works/Riparian Land

20. To give notice to the PLA of:-
- 20.1 any sale and/or transfer by the Licensee of:
- 20.1.1 the Works; or
- 20.1.2 riparian land or easements thereover which provide land access to the Works or provide support for the Works
- 20.2 any termination merger surrender or expiry of any lease licence or rights held by the Licensee over land giving access to the Works or providing support for the Works (whether or not the lease or licence includes the Works).

Obligations of the Licensee **re carrying out construction and placing of the works** **Part II**

Design

- 21 To ensure that the design of the Works complies with the relevant part of BS6349 'Maritime Structures – Part 8: Code of practice for the design of Ro-Ro ramps linkspans and walkways',

and other relevant British and European Standards and industry best practice and it is recommended that a third party survey of the design such as is provided by Lloyd's Register Classification of Linkspans is arranged.

Method Statement

22. To provide a Method Statement to the PLA before any Works commence showing how the methodology to be used in carrying out the Works takes account of the conditions within this Licence and detailing the vessels to be employed in the carrying out of the construction and placing of the Works .

Notice to Mariners

23. To arrange for a Notice to Mariners to be issued once the Method Statement has been provided to the PLA.

Materials

- 24.1 To use materials for the Works which are fit for purpose and for use in the marine environment.
- 24.2 To use all reasonable endeavours to ensure that no excavated material or infill equipment or any other material is deposited in or falls into or is washed away by the river unless specifically permitted by the PLA with its prior written approval.

Piling

25. To use only piling methods which are sympathetic to the environment such as vibrational piling methods soft start and to work only at low tide to avoid disturbing migrating fish during the months of March to October.

Pollution

26. To carry out the construction of the Works in accordance with the Environment Agency's Pollution Prevention Guidelines.

Tidal Conditions

27. To ensure that the Licensee's agents employees and contractors whilst at the Works and working over the river are fully conversant with the tidal conditions and risk of working over tidal water.

Damage

28. In carrying out the Works not to cause damage to any property of the PLA or anyone on the Thames or anything in under over or on the river and to cause as little damage as possible to the foreshore and riverbed and as little inconvenience as is practicable to the PLA and anyone on or using the river and to carry out the Works in such a way as to avoid creating a nuisance.

Disposal

29. To ensure that all debris or other material is removed from the site and except where re-used is disposed of to an appropriately licensed waste management site as soon as possible but in any event no later than three months after construction of the Works is completed by an appropriately licensed waste remover and to provide details of debris or other material removed the waste management site or sites used and the remover's licence to the PLA on request.

Restoration of Riverbed

30. To make good any damage caused to the riverbed or foreshore during demolition and construction works and on completion of the construction of the Works during the removal of any debris unused material equipment and temporary works to the PLA's reasonable satisfaction.

SCHEDULE 4 **The Minimum Occupation Charge**

1. The Minimum Occupation Charge shall be on and from the 20 May 2013 being the first Review Date the Minimum Occupation Charge assessed as provided for below save that if no review is carried out it shall be £51,500 per annum. .
2. During each subsequent Review Period the Minimum Occupation Charge shall be such reassessed Minimum Occupation Charge as may be ascertained as provided for below or if no such reassessed Minimum Occupation Charge is ascertained the Minimum Occupation Charge previously payable.
3. 3.1 The PLA may by notice in writing notify the Licensee at any time of the amount it considers represents the proper Minimum Occupation Charge payable from a Review Date.
3.2 If the Licensee does not serve on the PLA a written objection to the Minimum Occupation Charge proposed by the PLA setting out why it thinks the amount proposed by the PLA is wrong and what amount it considers represents the proper consideration and its reasons for proposing the alternative amount within 90 days (time being of the essence) of receipt by the Licensee of the notice setting out the PLA's proposal, the Licensee shall be deemed to have agreed to the proposed Minimum Occupation Charge.
3.3 If:
 - (a) the Licensee agrees the Minimum Occupation Charge proposed or
 - (b) is deemed to have agreed it under sub-clause 3.2 abovethen the proposed Minimum Occupation Charge shall become the Minimum Occupation Charge payable on and from the relevant Review Date.
- 3.4 If the Licensee objects to the proposed Minimum Occupation Charge as provided for above the Minimum Occupation Charge payable on and from the relevant Review Date shall be such as shall subsequently:
 - (a) be agreed or
 - (b) failing agreement as shall be assessed not earlier than the relevant Review Date by an arbitrator in accordance with the provisions of Section 67 of the Act. Such assessment shall be made on the following assumptions:
 - (i) the terms of the Licence are as set out in this Licence and include the provisions mutatis mutandis in respect of the Minimum Occupation Charge (other than the amount of the Minimum Occupation Charge) and
 - (ii) the provisions as to the Additional Occupation Charge having been agreed between the parties such Additional Occupation Charge shall continue to be payable as provided for by this Licence subject to such varied provisions as may be necessary and accordingly there shall fall to be assessed under Section 67 of PLAct only the amount of the Minimum Occupation Charge and

- (iii) it is made in respect of the period comprising the Review Period in question and any subsequent Review Period during the Licence Period until the Minimum Occupation Charge is again reassessed under the provisions of this Licence.

3.5 If the Minimum Occupation Charge payable from any Review Date has not been ascertained by the relevant Review Date the Minimum Occupation Charge shall continue to be payable at the rate previously payable and forthwith on the Minimum Occupation Charge being ascertained the Licensee shall pay to the PLA any shortfall between the payments in respect of the Minimum Occupation Charge actually made and the reassessed Minimum Occupation Charge for the period from the relevant Review Date up to the next Payment Day together with interest on such shortfall as provided for in paragraph 2 of Schedule 3 above.

SCHEDULE 5
The Additional Occupation Charge

Definitions

In this Schedule

1. "Arbitrator" means an arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy

"Average of the Charges for Cargo" means where the PLA has only one rate that rate and where the PLA has different rates for different types of cargo then the average rate of the different rates charged

"Index" means the general index for retail prices (for all items) published monthly by the Central Statistical Office for National Statistics or any successor authority government agency ministry or department and reference to an "Index figure" shall be construed accordingly

"PLA Charges Schedule" means the rates of Charges for Cargo published by the PLA from time to time and currently described as conservancy charges on cargo

2. Any Additional Occupation Charge for a year shall be calculated by finding both the Index adjustment value "A" and the annual increase in Charges on Cargo "B" by using the following formulas:-

2.1 Calculation of Index Adjustment Value

2.1.1 The Formula

A = Base Sum x	$\frac{(RPI_{ii} - RPI_i)}{RPI_i}$
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Where: "the Base Sum" is the Minimum Occupation Charge for the year in which the relevant Payment Day falls

"RPI.i" is from the first Review Date until the day before the second Review Date the last Index figure for October published before 20 May 2013 and thereafter it is the last Index figure for October published before the Review Date at the start of the Review Period in which the relevant Payment Day falls

"RPI.ii" is the value of the last Index figure for October published before the relevant Payment Day

"A" is the Index Adjustment Value subject to the following provisos

- (a) If the value of "A" is less than zero it shall be deemed to have a value of zero
- (b) Where the value of "A" includes fractions of a penny it shall be rounded up to the next whole penny

2.1.2 Effect of Change in Retail Prices Index

If:

- (a) the Office for National Statistics or any successor authority government office ministry or department ceases to publish an Index or
- (b) a new base is substituted for the base of 100 established for the Index on 1st January 1987 or
- (c) the reference base used to compile the Index is changed and the PLA and the Licensee agree or in default of agreement as shall be settled by an Arbitrator on the same principles as nearly as possible as are provided for in this Schedule,
- (d) for any other reason it becomes impossible to calculate the value of "A" in accordance with this Schedule;

then the value of "A" for any subsequent year of the term shall be such as the PLA and the Licensee shall agree or in default of agreement as shall be settled by an Arbitrator on the same principles as nearly as possible as are provided for in this Schedule.

2.1.3 Arbitration

Where the appointment of an Arbitrator is provided for in this Schedule either party may require the appointment of such Arbitrator by notice in writing to the other party in the event of agreement not being reached within one month after the negotiations have commenced and the arbitration shall be conducted in accordance with the Arbitration Act 1996 and the parties agree that the powers to order relief on a provisional basis under Section 39 of the Arbitration Act 1996 shall apply

2.2 Calculation of Annual Increase of Charges for Cargo

The formula:

$B = \text{Base Sum} \times$	$\frac{(\text{Charges ii} - \text{Charges i})}{\text{Charges i}}$
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Where:

"the Base Sum" is the Minimum Occupation Charge for the year in which the relevant Payment Day falls

"Charges i" is from the first Review Date until the day before the second Review Date the Average of the Charges for Cargo in the last published PLA Charges Schedule prior to the 20 May 2013 and thereafter it is the Average of the Charges for Cargo in the last published PLA Charges Schedule prior to the Review Date at the start of the Review Period in which the relevant Payment Day falls

"Charges ii" is the Average of the Charges for Cargo in the last published PLA Charges Schedule prior to the relevant Payment Day

"B" is the annual increase on Charges for Cargo subject to the following provisos

- (a) If the value of "B" is less than zero it shall be deemed to have a value of zero
- (b) Where the value of "B" includes fractions of a penny it shall be rounded up to the next whole penny

The Additional Occupation Charge payable is whichever is the lower of the value "A" and "B" so found or if they are the same then that amount

3. If on any Review Date the Minimum Occupation Charge has not been reassessed as at that Review Date the Additional Occupation Charge shall be calculated as provided for above but with the Base Sum being the Minimum Occupation Charge payable during the year immediately preceding the Review Date in question plus the Additional Occupation Charge for that year.
4. Where paragraph 3 applies forthwith on the reassessed Minimum Occupation Charge being ascertained the Licensee shall pay to the PLA any shortfall between the payments in respect of the Additional Occupation Charge actually made and the payments which would have been made had the reassessed Minimum Occupation Charge been known on the relevant Review Date for the period from the relevant Review Date up to the next Payment Day together with interest on such shortfall as provided for in paragraph 2 of Schedule 3 above.
5. If the Additional Occupation Charge payable on any Payment Day has not been ascertained by that Payment Day (other than in the circumstances provided for in paragraph 3 above) the Additional Occupation Charge shall continue to be payable at the rate of the last ascertained Additional Occupation Charge and forthwith on the Additional Occupation Charge for the relevant Payment Day being ascertained the Licensee shall pay to the PLA any shortfall between the last ascertained Additional Occupation Charge and the Additional Occupation Charge for the period from the relevant Payment Day up to the next Payment Day Together with interest on such shortfall as provided for in paragraph 2 of Schedule 3 above.

Schedule 6
The Throughput Occupation Charge

1. Commencing on the 20 May 2014 and thereafter at the beginning of each of the following years any Throughput Occupation Charge payable in respect of the previous year or any part thereof shall be calculated as provided for below
 - 2.1 The Throughput Occupation Charge for the years commencing on the 20 May 2013 up until the second Review Date shall be calculated in accordance with the Throughput Occupation Charges published in the PLA's Charges 2013 booklet.
 - 2.2 The annual tonnage rate shall be calculated for each year up to the second Review Date by allocating the actual cargo throughput at the Works for the relevant year by the Licensee to the appropriate rate payable on the 20 May 2013 in respect of the items listed as Rate B items in the PLA's Charges 2013 Booklet in the Licence Charges section under the heading "Throughput Occupation Charges (Port of London Act 1968 (S67) Cargo Handling)" (the cargo rates and items presently so listed are set out in the following table) and then totalling the charges applicable to that throughput

RATE A : Oil and Oil Storage	First 2m tonnes	£0.0309
	Next 3m tonnes	£0.0210
	Next 3m tonnes	£0.0161
	Thereafter	£0.0155
RATE B : Non-oil Cargo (Forest	First 500,000 tonnes	£0.0390
	Next 500,000 tonnes	£0.0323

Products, Grain, Metals, Edible Oil, Sugar, Vehicles, Coal, Aggregates, Cement, Containerised and General Cargo)	Next 1,000,000 tonnes	£0.0253
	Thereafter	£0.0189

- 2.3 A the second Review Date and each subsequent Review Date the cargo rate and the charge per tonne shall be compared with the rates and charges per tonne being made by the PLA at that date and if there is a difference the cargo rate and charge per tonne being made by the PLA at that date shall become the new basis for calculation of the annual tonnage rate from the date of calculation of the annual tonnage rate for the year commencing on that Review Date.
- 2.4 If the annual tonnage rate so found exceeds the total of the Minimum Occupation Charge plus the Additional Occupation Charge payable in the same year the amount of that excess is the Throughput Occupation Charge payable.
3. Any Throughput Occupation Charge calculated under paragraph 2 above to be payable for any year shall be paid by the Licensee to the PLA as a lump sum within two months of the end of that year provided that if the Throughput Occupation Charge has not been ascertained by that date as soon as it is ascertained the Licensee shall forthwith pay to the PLA the Throughput Occupation Charge together with interest as provided for in paragraph 2 of Schedule 3.
4. If the Licence Period determines before the end of a year the above calculation shall be made for so much of that year as has expired immediately after the date of determination and any Throughput Occupation Charge payable shall be paid as soon as it has been calculated.

This Licence must be signed by the Licensee or in the case of a Company by a person authorised to sign for the Company

Signature

[Redacted Signature]

Assistant Secretary
The Licensee/PLA

Date

28 February 2013

DATED 20 February ~~2007~~ 2008

PORT OF LONDON AUTHORITY

to

CORY ENVIRONMENTAL LIMITED

RIVER WORKS LICENCE

relating to

Pontoon, Landing Stage and associated works
at Belvedere (Former Fords Site)

AS/32/8A

CHML2a.130405

PORT OF LONDON AUTHORITY

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under Port of London Act 1968 Section 66

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Paragraph 1.	Definitions
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THE PORT OF LONDON AUTHORITY

Licence granted under the
Port of London Act 1968 Section 66

Grant

1. The Port of London Authority ("PLA") permits the person named in Schedule 1 of this Licence ("the Licensee") to maintain and retain the works described in Schedule 2 of this Licence ("the Works") commencing on the starting date in Schedule 2 of this Licence ("the Starting Date") (subject as set out hereafter).

Consideration

- 2.1 The consideration for this Licence shall be:
 - 2.1.1 from the starting date set out in Schedule 2 of this Licence ("the Starting Date") the annual sum of £2,500.00 and thereafter;
 - 2.1.2 the reviewed annual sum agreed from time to time between the parties or assessed in accordance with section 67 of the Port of London Act 1968 ("the Act") as provided for in clause 2.4 below; or
 - 2.1.3 Such increased annual sum as shall become payable under the provisions of clause 2.3. below.
- 2.2
 - 2.2.1 The PLA shall from time to time notify the Licensee in writing of the amount it considers represents the proper consideration for this Licence payable on and from a Review Date.
 - 2.2.2 If the Licensee does not serve on the PLA a written objection to the consideration setting out in detail why it considers the amount proposed by the PLA is wrong and what amount it considers represents the proper consideration and its reasons for proposing the alternative amount within 90 days (time being of the essence) of receipt by the Licensee of the notice setting out the PLA's proposal, the Licensee shall be deemed to have agreed to the proposed consideration
 - 2.2.3 If :
 - (a) the Licensee agrees the consideration proposed or
 - (b) is deemed to have agreed it under sub-clause 2.2.2 abovethen the proposed consideration shall become the Consideration payable on and from the next Review Date following the date of service of the written notification on the Licensee.
 - 2.2.4 If the Licensee objects to the proposed consideration the Consideration payable on and from the relevant Review Date following the date of service of the written notification on the Licensee shall be such as shall subsequently:
 - (a) be agreed or

- (b) failing agreement as shall be assessed not earlier than that date by an arbitrator in accordance with the provisions of Section 67 of the Act.
- 2.3 Except in a year when a revised consideration under clause 2.2 first becomes payable there shall be payable any increased consideration as is provided for in Schedule 4 of this Licence. If there is no such increase during the year in question the consideration shall remain unchanged for another year.
- 2.4 The Consideration payable for the Licence shall be reviewed on the fifth anniversary of the date of this Licence and at five yearly intervals thereafter each one a "Review Date" in accordance with the provisions of this clause.
- 2.5 If the Licensee seeks and is granted any variation of the terms of this Licence and if either the PLA or the Licensee is of the opinion that if the Consideration were reviewed at that date such variation would alter the Consideration then payable there shall at that party's option be a review of the Consideration with effect from the date of the variation on the basis set out above and the date of that review shall be deemed to be a Review Date.

Licensee's Covenant

3. The Licensee agrees to observe and perform the obligations set out in Schedule 3 of this Licence and procure that the Licensee's employees agents and contractors observe and perform these obligations.

Revocation

4. Subject to Section 69 of the Act (Appeal to the Board of Trade (now Department for Transport)) the PLA may in any of the following circumstances revoke this Licence by giving to the Licensee not less than the period of notice mentioned in Schedule 2 of this Licence to expire at any time provided always that such revocation shall be without prejudice to any right or remedy of either party in respect of any prior breach of the provisions of this Licence:
- 4.1 if the Licensee the Licensee's employees agents or contractors shall be in breach of any of the terms of the Licence and if the PLA shall serve written notice on the Licensee of such breach specifying the nature of the breach and the steps required to remedy the breach and a reasonable time within which such steps should be taken and the Licensee shall fail to remedy the breach within such time
- 4.2 if any person with the collusion or agreement of the Licensee (other than the Licensee the Licensee's employees agents or contractors) shall carry out any activity in relation to the Works in breach of Section 70(1) of the Act

- 4.3 if the PLA shall require revocation of the Licence for navigational or river regime reasons connected with its statutory duties
- 4.4 if the Licensee being a corporation shall be wound up either voluntarily (save for the purpose of amalgamation and reconstruction) or compulsorily or suffer a receiver to be appointed or if the Licensee being an individual (or if individuals any one of them) shall become bankrupt or make any assignment for the benefit of or enter into any arrangement with his or her creditors either by composition or otherwise
- 4.5 if the Licensee parts with the ownership of the Works and this Licence is not terminated under the provisions of clause 5.1 below
- 4.6 where access is obtained to the Works or the Works are affixed to riparian land if the Licensee ceases to own lease or have a legal right of access over or rights to affix the Works to the riparian land.

Sale/Removal of Works by Licensee

- 5.1 Where the Works are sold by the Licensee to a third party ("the transferee") and the transferee applies for and is granted a new licence for the Works this Licence shall terminate with effect from the date of the new licence such termination to be without prejudice to any right or remedy of either party in respect of any prior breach of the provisions of this Licence.
- 5.2 The Licensee may end this Licence by giving to the PLA notice expiring at any time after the Works have been removed from the River Thames and the riverbed has been reinstated to the PLA's reasonable satisfaction.

Removal/Alteration of Works by PLA

6. If the Licensee does not alter or remove the Works in accordance with the Licensee's obligations in Schedule 3 of this Licence the PLA may at its option remove or alter the Works and recover from the Licensee on demand any reasonable expenses incurred by the PLA in so doing.

Alienation

- 7.1 This Licence is personal to the Licensee (save that the rights granted by this Licence may be exercised by the Licensee's employees agents and contractors subject to the terms and conditions of this Licence and under the Licensee's supervision and control) and may not be assigned.
- 7.2 So far as it lawfully may the PLA undertakes with the Licensee that upon application of a person intending to acquire the Works it will not unreasonably refuse to grant to that person a licence for the remainder of the term in accordance with Section 66 of the Act to retain the Works in the position described in this Licence.

- 7.3 The Licensee shall not permit use of the Works by third parties other than on terms which require such third parties to observe and perform the terms and conditions of this Licence (other than the payment of the Consideration and the additional Consideration) including without prejudice to the generality of the foregoing the provisions as to revocation.

Sale of Works/Riparian Land

8. The Licensee shall give notice to the PLA of:-
- 8.1 any sale by the Licensee of:
- 8.1.1 the Works or
- 8.1.2 riparian land or easements thereover which provide land access to the Works or provide support for the Works
- 8.2 any termination merger surrender or expiry of any lease licence or rights held by the Licensee over land giving access to the Works or providing support for the Works (whether or not the lease or licence includes the Works).

Limitation of Rights Granted

9. This Licence does not confer on the Licensee any right which would or might obstruct private rights appurtenant to any riparian land.

Section 66 Grant

10. This Licence is issued under Section 66 of the Act and does not constitute consent under any other provisions of that Act or under any other private or general Act of Parliament and nothing in this Licence shall imply or warrant that the Works may be used or are suitable for any of the purposes herein authorised.

Service

11. Any notice or other document to be served under this Licence shall be delivered by hand or sent by a postal service which provides for the delivery of the document by post to be recorded to the party to be served at that party's current address as follows:
- 11.1 if to the PLA to the Secretary of the PLA at its principal office from time to time
- 11.2 if to the Licensee to the address set out in Schedule 1 of this Licence
- or to such other address as the PLA or the Licensee may have notified in writing to the other from time to time.

Third Parties

12. The parties do not intend the terms of this Licence to be enforceable by third parties under the provisions of the Contracts (Rights of Third Parties) Act 1999.

Information Provided

- 13.1 Except as required by law all information provided by the Licensee prior to the grant of this Licence and in connection with the grant of the Licence or the Works and in particular personal information will be retained and used by the PLA solely for the purposes of its river works licensing, navigational and conservancy functions and for other purposes connected with the PLA's statutory powers or duties.
- 13.2 Upon the ending of this Licence personal information shall only be retained for so long as it may be required for legal reasons historical records or in connection with the recording of the transfer of rights and liabilities.
- 13.3 The Licensee shall notify the PLA immediately the Licensee becomes aware that any information the Licensee has given to the PLA particularly any personal information, is inaccurate or the Licensee has additional information.
- 13.4 The Licensee gives consent (and where the Licensee does so for someone else confirms that the Licensee is authorised to give such consent) to
- 13.4.1 such personal information as the Licensee has provided to the PLA before or after the grant of this licence in connection with the grant or the Works being retained by the PLA in its records for the benefit of its licensing, navigation and conservancy functions and for other purposes connected with the PLA's statutory powers or duties as provided for in sub-clause 13.1 above
 - 13.4.2 copies of this Licence including such personal information as is set out in it together with copies of drawings and details of the works being supplied by the PLA at any time to river users or prospective river users riparian neighbours and bodies or individuals having or exercising statutory powers such as those set out in the Environmental Information Regulations or duties or agents acting for any of the above.

Headings

14. The headings in this Licence are for assistance in locating references in the text and are not to be taken into account in the construction or interpretation of this Licence.

SCHEDULE 1
The Licensee

Name	Address
Cory Environmental Limited Company No. 49722	Registered office: 2 Coldbath Square London EC1R 5HL

SCHEDULE 2
The Works

Brief Description	Location	The PLA Numbers for deposited drawings
Pontoon, Landing Stage, ancillary works and 3 moorings	Former Ford's Site at Belvedere	125.7030 125.7398
Previously licensed to: Ford Motor Company Limited		

Starting Date:	24 September 2007
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Payment Days: At three monthly intervals commencing on the date of this Licence.

Period of Notice:	Six months
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SCHEDULE 3
Obligations of the Licensee

Consideration

- To pay to the PLA in advance by equal quarterly payments on the payment days set out in Schedule 2 of this Licence each one a Payment Days the Consideration (proportionately for any period less than a quarter) the first payment to be made on the date of this Licence for the period from the Starting Date to the next Payment Day hereafter and also to pay the PLA's reasonable charges and costs in connection with the initial negotiation of the Consideration.

Calculation of Increased Consideration

- To calculate the increased consideration on every anniversary of the Starting date (except for on an anniversary which is also a Review Date) (each one a "Calculation Date") in accordance with the formula in Schedule 4 of this Licence.

Shortfall

- If the Consideration payable from any Review Date or Calculation Date has not been ascertained by that Review Date or a Calculation Date the Consideration previously

payable shall continue to be payable at the rate previously payable and forthwith upon any increase in the Consideration being ascertained the Licensee shall pay to the PLA any shortfall between any sums paid and the sums payable from that Review Date or Calculation Date up to the next Payment Day.

Interest

4. To pay to the PLA on demand interest at the rate of 2% above National Westminster Bank Plc base lending rate from time to time (such interest to be payable before as well as after judgment):
 - 4.1 on any unpaid Consideration for the period starting on the expiration of 21 days from the Payment Day when it fell due and ending on the date it is paid
 - 4.2 in the case of any sum in respect of a shortfall which shall be payable following a Review Date or Calculation Date, that sum from a period starting on the expiration of 21 days from that Review Date or Calculation Date up to the date of payment.

VAT

5. To pay any Value Added Tax that may be chargeable on any Consideration or any other sums payable by the Licensee under the provisions of this Licence.

Outgoings

6. To pay all outgoings including (without prejudice to the generality of the foregoing) any rates in respect of the Works.

Maintenance of Works

7. To maintain the Works to the PLA's reasonable satisfaction.

Alteration of Works

8. Where alteration of the Works is at the sole discretion of the PLA required for navigational and/or river regime reasons to alter the Works from time to time to such extent and within such time as the PLA may by notice reasonably require.

Removal of Works

9. Before expiration of any notice of revocation or on expiry of this Licence, should the PLA so require by notice in writing or (unless the Department for Transport has already approved the Works) immediately if at any time the Department for Transport so requires, to remove the Works from the River Thames and to reinstate the riverbed to the PLA's reasonable satisfaction.

Indemnity

10. To indemnify the PLA (save to the extent that the following is attributable to any negligent act or default or fraud of the PLA its employees agents and contractors or any other liability or class of liability which may not be excluded by the PLA) against all actions proceedings claims demands damages expenses costs and losses arising out of the altering in compliance with paragraph 8 above maintaining or existence of the Works the use of the Works or the grant of this Licence including without prejudice to the foregoing any claims by other holders of licences under Section 66 of the Act.

Release of PLA Liability

11. Not to make any claim against the PLA in respect of any loss or damage to the Works arising out of the proper exercise by the PLA of its statutory duties or powers.

Siltation and Erosion

12. To accept responsibility for any siltation or erosion caused by the Works.

Marking Lighting and Fendering

13. To mark light and fender the Works and to maintain such marking lighting and fendering as the PLA's harbourmaster may from time to time direct if he considers such marking lighting or fendering necessary for navigational or river regime reasons and if the Licensee fails to comply with such a direction to permit the PLA to enter onto the Works to carry out such direction and to pay to the PLA as a debt on demand any reasonable costs and expenses it incurs in so doing.

Use

14. Not without the written consent of the PLA (which so far as is lawful shall not be unreasonably withheld) to use the Works other than in connection with the Licensee's business of waste recycling.

Nuisance

15. Not to do or allow to remain upon in under or at the Works anything which may constitute a nuisance or which may cause damage or inconvenience to the PLA or anyone on the Thames or to the riverbed or anything in or on the river and not to use the Works or anything moored thereto for any illegal or immoral purpose.

Statutory Obligations

16. 16.1 To comply with any statutory provisions (including any European Union directives which are directly applicable) or subordinate legislation;
- 16.2 to obtain any necessary planning permissions and any necessary consents to the Works (in addition to this

Licence) and in particular any Environment Agency consent before placing or constructing them and

16.2 to comply with and observe the terms and conditions of all such consents and with the lawful requirements of any government department, local or public authority regarding the Works and their use

and to indemnify the PLA against any expenses reasonably incurred by the PLA in complying with such requirements as may be imposed on the PLA.

Production of Notices

17. To produce to the PLA any notice or order or proposal for an order or notice received by the Licensee affecting the Works or anything on or done thereon and to take such action as may reasonably be required by the PLA in relation to such order or notice.

Entry by PLA

18. To permit the PLA to enter on the Works without notice in the case of an emergency or at reasonable times on 48 hours notice to inspect the Works and where to conveniently access the Works entry is required across adjoining riparian land to permit (in so far as the Licensee is in a position to do so) the PLA to cross the adjoining riparian land to obtain access to the Works.

Vessel Presentable and Riverworthy

19. To maintain or ensure any vessel moored at the Works is maintained in a presentable and riverworthy condition.

Vessel Non-Residential

20. Not to use any vessel moored at the Works for residential purposes.

Vessels to be Regulated

21. To regulate the mooring and movement of any vessel using the Works as the PLA Harbour Master may from time to time direct.

Inspection of Mooring

22. To arrange for an independent inspection of the moorings which form part of the Works by a suitably qualified person (the "Inspector") every second year commencing two years after the date of this Licence and following each inspection to provide written confirmation to the PLA from the Inspector that the moorings are fit to accommodate the vessels using the mooring.

Moorings

23.1 To use only single fluke anchors for the moorings which form part of the Works.

23.2 Not to transfer or sublicense the moorings which form part of the Works

- 23.3 To provide adequate mooring facilities on the pontoon, and;
- 23.4 To provide facilities for the free use of the Works for landing and embarking purposes by the PLA's employees in the performance of their duties.

Inflammable Stores

24. Not to use the interior of the pontoon to accommodate inflammable stores or oils.

SCHEDULE 4
Increased Consideration

Definitions

1. In this Schedule:

"Arbitrator"	means an arbitrator appointed by the President for the time being of the Institute of Actuaries or his deputy
"Average of the Charges for Cargo"	means where the PLA has only one rate that rate and where the PLA has different rates for different types of cargo then the average rate of the different rates charged
"Charges for Cargo"	means goods dues as defined in Section 57 of the Harbours Act 1964
"Index"	means the general index for retail prices (for all items) published monthly by the Office for National Statistics or any successor authority government agency ministry or department and reference to an "Index figure" shall be construed accordingly.
"PLA Charges Schedule"	means the rates of Charges for Cargo published by the PLA from time to time and currently described as conservancy charges on cargo
"Review Period"	means the period starting on a Review Date up to the next Review Date and starting on the last Review Date and ending at the termination date of this Licence

Calculation of Increase in Consideration

2. The increase in the consideration shall be calculated by finding the RPI adjustment value "A" and the annual increase in Charges for Cargo "B" by using the following formulas:

2.1 Calculation of Adjustment in Retail Prices Index

2.1.1 The formula:

$$A = \text{Base Sum} \times \frac{(\text{RPI.ii} - \text{RPI.i})}{\text{RPI.i}}$$

Where: "the Base Sum" is from the Starting Date until the day before the first Review Date the annual Consideration due on the Starting Date and from the first Review Date is the annual Consideration due at the last Review Date

"RPI.ii" is the last Index figure for October published prior to the Calculation Date

"RPI.i" is from the Starting Date until the day before the first Review Date the last Index figure for October published before the calendar year in which the Starting Date falls and from the first Review Date it is the last published Index figure for October prior to the Review Date at the start of the Review Period in which the Calculation Date falls

"A" is the RPI adjustment value subject to the following provisos

- (a) If the value of "A" is less than zero it shall be deemed to have a value of zero
- (b) Where the value of "A" includes fractions of a penny it shall be rounded up to the next whole penny

2.1.2 Effect of Change in Retail Prices Index

If

- (a) the Office for National Statistics or any successor authority government agency ministry or department ceases to publish an Index or
- (b) a new base is substituted for the base of 100 established for the Index on 1st January 1987 or
- (c) the reference base used to compile the Index is changed and the PLA and the Licensee agree or in default of agreement an Arbitrator decides that the change is material for the purposes of this Licence or
- (d) for any other reason it becomes impossible to calculate the value of "A" in accordance with this Schedule

then the value of "A" for any subsequent year of the term shall be such as the PLA and the Licensee shall agree or in default of agreement as shall be settled by an Arbitrator on the same principles as nearly as possible as are provided for in this Schedule.

2.1.3 Arbitration

Where the appointment of an Arbitrator is provided for in this Schedule either party may require the appointment of such Arbitrator by notice in writing to the other party in the event of agreement not being reached within one month after the negotiations have commenced and the arbitration shall be conducted in accordance with the Arbitration Act 1996 and the parties agree that the powers to order relief on a provisional basis under Section 39 of the Arbitration Act 1996 shall apply.

2.2 Calculation of Annual Increase of Charges for Cargo

The formula:

$$B = \text{Base Sum} \times \frac{(\text{Charges ii} - \text{Charges i})}{\text{Charges i}}$$

Where: "the Base Sum" is from the Starting Date until the day before the first Review Date the annual Consideration due on the Starting Date and from the first Review Date is the annual Consideration due at the last Review Date

"Charges ii" is the Average of the Charges for Cargo in the last published PLA Charges Schedule prior to the Calculation Date

"Charges i" is from the Starting Date until the day before the first Review Date the Average of the Charges for Cargo in the last published PLA Charges Schedule prior to the Starting Date and from the first Review Date it is the Average of the Charges for Cargo in the last published PLA Charges Schedule prior to the Review Date at the start of the Review Period in which the Calculation Date falls

"B" is the annual increase of Charges for Cargo subject to the following provisos:

- (a) If the value of "B" is less than zero it shall be deemed to have a value of zero
- (b) Where the value of "B" includes fractions of a penny it shall be rounded up to the next whole penny

The Consideration payable is whichever is the lower of the value of "A" and the value of "B" so found added to the Consideration which was payable by the Licensee for the previous year.

This Licence must be signed by
the Licensee or in the case of
a Company by a person
authorised to sign for the
Company

Signature

.....
The Licensee/PA

Date

.....
20 Feb 08
.....

DATED 11 December 2008

PORT OF LONDON AUTHORITY

to

RIVERSIDE RESOURCE RECOVERY LIMITED

RIVER WORKS LICENCE

relating to

Two double screw moorings with buoys
in Halfway Reach, Belvedere

A2/32/36

CHML1a130405

PORT OF LONDON AUTHORITY

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under Port of London Act 1968 Section 66

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PORT OF LONDON AUTHORITY

Licence granted under the
Port of London Act 1968 Section 66

Grant

1. The Port of London Authority ("PLA") permits the person named in Schedule 1 of this Licence ("the Licensee") to maintain and retain the Works described in Schedule 2 of this Licence ("the Works") and to moor vessels thereto for a period of twenty-five years commencing on the date hereof (subject as set out hereafter).

Consideration

- 2.1 The consideration for this Licence shall be:
 - (i) from the starting date set out in Schedule 2 of this Licence ("the Starting Date") the annual sum of £ 3000.00 and thereafter
 - (ii) the reviewed annual sum agreed from time to time between the parties or assessed in accordance with section 67 of the Port of London Act 1968 ("the Act") as provided for in clause 2.4 below; or
 - (iii) the increased annual sum as provided for in clause 2.3 below.
- 2.2 The consideration shall be payable quarterly in advance on the payment days (each one a "Payment Day") set out in Schedule 2 of this Licence save that the first payment to be made on the date of this Licence shall be for the period from the Starting Date to the next Payment Day hereafter.
- 2.3 Except in a year when a reviewed consideration under clause 2.4 first becomes payable the consideration for this Licence shall increase annually on the anniversary of the date of this Licence in line with whichever is the lower of the following:
 - (i) the increase in the Retail Prices Index being the difference between the October Index figure prior to such anniversary and the October Index figure for the year before that; or
 - (ii) the average percentage increase in the rate for goods dues (as defined in the Harbours Act 1964) charged by the PLA

If there has been no such increase during the year in question the consideration shall remain unchanged for another year.

- 2.4 (i) The PLA shall from time to time notify the Licensee in writing of the amount it considers represents the proper consideration for this Licence.
- (ii) If the Licensee does not serve on the PLA a written objection to the consideration setting out in

detail why it considers the amount proposed by the PLA is wrong and what amount it considers represents the proper consideration and its reasons for proposing the alternative amount within 90 days (time being of the essence) of receipt by the Licensee of the notice setting out the PLA's proposal, the Licensee shall be deemed to have agreed to the proposed consideration

- (iii) If :
- (a) the Licensee agrees the consideration proposed or
 - (b) is deemed to have agreed it under sub-clause 2.4.2 above
- then the proposed consideration shall become the consideration payable on and from the next anniversary of the date of this Licence following the date of service of the written notification on the Licensee.
- (iv) If the Licensee objects to the proposed consideration the consideration payable on and from the next anniversary of the date of this Licence following the date of service of the written notification on the Licensee shall be such as shall subsequently:
- (a) be agreed or
 - (b) failing agreement as shall be assessed not earlier than that date by an arbitrator in accordance with the provisions of Section 67 of the Act.

Licensee's Covenant

3. The Licensee agrees to observe and perform the obligations set out in Schedule 3 of this Licence and procure that the Licensee's employees agents and contractors observe and perform these obligations.

Revocation

4. Subject to Section 69 of the Act (Appeal to the Board of Trade (now Department for Transport)) the PLA may in any of the following circumstances revoke this Licence by giving to the Licensee not less than the period of notice mentioned in Schedule 2 of this Licence to expire at any time provided always that such revocation shall be without prejudice to any right or remedy of either party in respect of any prior breach of the provisions of this Licence:
- 4.1 if the Licensee or the Licensee's employees agents or contractors shall be in breach of any of the terms of the Licence and if the PLA shall serve written notice on the Licensee of such breach specifying the nature of the breach and the steps required to remedy the breach and a reasonable time within which such steps should be taken and the Licensee shall fail to remedy the breach within such time
 - 4.2 if any person with the collusion or agreement of the Licensee (other than the Licensee or the Licensee's

employees agents or contractors) shall carry out any activity in relation to the Works in breach of Section 70(1) of the Act

- 4.3 if the PLA shall require revocation of the Licence for navigational or river regime reasons connected with its statutory duties
- 4.4 if the Licensee being a corporation shall be wound up either voluntarily (save for the purpose of amalgamation and reconstruction) or compulsorily or suffer a receiver to be appointed or if the Licensee being an individual (or if individuals any one of them) shall become bankrupt or make any assignment for the benefit of or enter into any arrangement with his or her creditors either by composition or otherwise
- 4.5 if the Licensee parts with the ownership of the Works and this Licence is not terminated under the provisions of clause 5.1 below
- 4.6 if in the case of Works for the mooring of vessels no vessel is placed at the Works within twelve months of the date hereof or if at any time during this Licence the vessel is removed for a period of more than twelve months.

Sale/Removal of Works by Licensee

- 5.1 Where the Works are sold by the Licensee to a third party ("the transferee") and:
 - 5.1.1 the Licensee provides to the PLA satisfactory documentary evidence of the transfer of ownership of the Works; or
 - 5.1.2 the transferee applies for and is granted a new licence for the Worksthis Licence shall terminate with effect from the date of receipt by the PLA of such evidence or the grant of the new licence. Such termination is to be without prejudice to any right or remedy of either party in respect of any prior breach of the provisions of this Licence.
- 5.2 The Licensee may end this Licence by giving to the PLA notice expiring at any time after the Works have been removed from the River Thames and the riverbed has been reinstated to the PLA's reasonable satisfaction.

Removal/Alteration of Works by PLA

6. If the Licensee does not alter or remove the Works in accordance with the Licensee's obligations in Schedule 3 of this Licence the PLA may at its option remove or alter the Works and recover from the Licensee on demand any reasonable expenses incurred by the PLA in so doing.

Alienation

- 7.1 This Licence is personal to the Licensee (save that the rights granted by this Licence may be exercised by the Licensee's employees agents and contractors subject to the terms and conditions of this Licence and under the Licensee's supervision and control) and is not assignable.

- 7.2 So far as it lawfully may the PLA undertakes with the Licensee that upon the application of a transferee of the Works it will not unreasonably refuse to grant a licence in accordance with Section 66 of the Act to retain the Works in substantially the same form as this Licence.

Sale of Works/Riparian Land

8. The Licensee shall give notice to the PLA of:-
- 8.1 any sale by the Licensee of:
- 8.1.1 the Works or
- 8.1.2 riparian land or easements thereover which provide land access to the Works or provide support for the Works
- 8.2 any termination merger surrender or expiry of any lease licence or rights held by the Licensee over land giving access to the Works or providing support for the Works (whether or not the lease or licence includes the Works).

Limitation of Rights Granted

9. This Licence does not confer on the Licensee any right which would or might obstruct private rights appurtenant to any riparian land.

Section 66 Grant

10. This Licence is issued under Section 66 of the Act and does not constitute consent under any other provisions of that Act or under any other private or general Act of Parliament and nothing in this Licence shall imply or warrant that the Works may be used or are suitable for any of the purposes herein authorised.

Service

11. Any notice or other document to be served under this Licence shall be delivered by hand or sent by a postal service which provides for the delivery of the document by post to be recorded to the party to be served at that party's current address as follows:
- 11.1 if to the PLA to the Secretary of the Port of London Authority at its principal office from time to time
- 11.2 if to the Licensee to the address set out in Schedule 1 of this Licence
- or to such other address as the PLA or the Licensee may have notified in writing to the other from time to time.

Third Party Rights

12. The parties do not intend the terms of this Licence to be enforceable by third parties under the provisions of the Contracts (Rights of Third Parties) Act 1999.

Information Provided

- 13.1 Except as required by law all information provided by the Licensee prior to the grant of this Licence and in connection with the grant of the Licence or the Works and in particular personal information will be retained and used by the PLA solely for the purposes of its river works licensing, navigational and conservancy functions and for other purposes connected with the PLA's statutory powers or duties. Access to such information shall be restricted to employees and agents of the PLA and others who have a valid reason for seeking such access.
- 13.2 Upon the ending of this Licence personal information shall only be retained for so long as it may be required for legal reasons historical records or in connection with the recording of the transfer of rights and liabilities.
- 13.3 The Licensee shall notify the PLA immediately the Licensee becomes aware that any information the Licensee has given to the PLA particularly any personal information, is inaccurate or the Licensee has additional information and the PLA shall then ensure it updates its records
- 13.4 The Licensee gives consent (and where the Licensee does so for someone else confirms that the Licensee is authorised to give such consent) to
- 13.4.1 such personal information as the Licensee has provided to the PLA before or after the grant of this licence in connection with the grant or the Works being retained by the PLA in its records for the benefit of its licensing, navigation and conservancy functions and for other purposes connected with the PLA's statutory powers or duties as provided for in sub-clause 13.1 above
- 13.4.2 copies of this Licence including such personal information as is set out in it together with copies of drawings and details of the works being supplied by the PLA at any time to river users or prospective river users riparian neighbours and bodies or individuals having or exercising statutory powers such as those set out in the Environmental Information Regulations or duties or agents acting for any of the above.

Headings

14. The headings in this Licence are for assistance in locating references in the text and are not to be taken into account in the construction or interpretation of this Licence.

SCHEDULE 1
The Licensee

Name	Address
Riverside Resource Recovery Limited Company No. 03723386	Registered Office: 2 Coldbath Square London EC1R 5HL

SCHEDULE 2
The Works

Brief Description	Location	PLA No for Drawing
Two double screw moorings with buoys (mooring numbers 32/12 and 32/11)	Halfway Reach	125.5524, 125.9010
Previously Licensed to:- Cory Environmental Limited		

Starting Date:- 30 June 2008

Payment Day:- At three monthly intervals commencing on the date of this Licence.

Period of Notice:- 1 month

SCHEDULE 3
Obligations of the Licensee

Consideration

- To pay the consideration promptly as it falls due apportioned on a daily basis for any period of less than a year and also to pay the PLA's reasonable charges and costs in connection with the initial negotiation of the consideration.

Shortfall

- If the consideration payable from any anniversary of the date of this Licence has not been ascertained by that date the consideration shall continue to be payable at the rate previously payable and forthwith upon an increased consideration being ascertained the Licensee shall pay to the PLA the sum ascertained or if any payment has been made the shortfall between the sums paid and the sums payable from that anniversary up to the next Payment Day.

Interest

- If any consideration payable from any anniversary of the date of this Licence has not been ascertained or if the consideration payable is not paid on a Payment Day, to pay to the PLA on demand interest at the rate of 2% above

National Westminster Bank Plc base lending rate from time to time on the consideration due following the Payment Day or the shortfall following that anniversary or Payment Day until payment of the consideration or the shortfall is made (such interest to be payable before as well as after judgment).

VAT

4. To pay any Value Added Tax that may be chargeable on the consideration or any other sums payable by the Licensee under the provisions of this Licence.

Outgoings

5. To pay all outgoings including (without prejudice to the generality of the foregoing) any rates in respect of the Works.

Maintenance of Works

6. To maintain the Works to the PLA's reasonable satisfaction.

Alteration of Works

7. Where alteration of the Works is at the sole discretion of the PLA required for navigational and/or river regime reasons, to alter the Works from time to time to such extent and within such time as the PLA may by notice reasonably require.

Removal of Works

8. Before expiration of any notice of revocation or on expiry of this Licence, should the PLA so require by notice in writing or (unless the Department for Transport have already approved the Works) immediately if at any time the Department for Transport so requires, to remove the Works from the river Thames and to reinstate the river bed to the PLA's reasonable satisfaction.

Indemnity

9. To indemnify the PLA (save to the extent that the following is attributable to any negligent act or default or fraud of the PLA its employees agents and contractors or any other liability or class of liability which may not by virtue of any statutory provision or other law be excluded by the PLA) against all actions, proceedings, claims, demands, damages, expenses, costs and losses arising out of the altering in compliance with paragraph 7 above maintaining or existence of the Works, the use of Works or the grant of this Licence including without prejudice to the foregoing any claims by other holders of licences under Section 66 of the Act.

Release of PLA Liability

10. Not to make any claim against the PLA in respect of any loss or damage to the Works arising out of the proper exercise by the PLA of its statutory duties or powers.

Siltation and Erosion

11. To accept responsibility for any siltation or erosion caused by the Works.

Marking Lighting and Fendering

12. To mark, light and fender the Works and to maintain such marking lighting and fendering as the PLA's harbourmaster may from time to time direct if he considers such marking, lighting or fendering necessary for navigational or river regime reasons and if the Licensee fails to comply with such a direction to permit the PLA to enter onto the Works to carry out such direction and to pay to the PLA as a debt on demand any reasonable costs and expenses it incurs in so doing.

Use

13. Not without the written consent of the PLA which so far as is lawful shall not be unreasonably withheld, to use the Works other than for mooring the Licensee's own vessels.

Nuisance

14. Not to do or allow to remain upon in under or at the Works anything which may constitute a nuisance or which may cause damage or inconvenience to the PLA or anyone on the Thames or to the riverbed or anything in or on the river and not to use the Works or anything moored thereto for any illegal or immoral purpose.

Statutory Obligations

15. To comply:
 - 15.1 with any statutory provisions (including any European Union directives which are directly applicable) or subordinate legislation and in particular to obtain any necessary planning permission and any necessary consent from the Environment Agency and
 - 15.2 with the lawful requirements of any government department, local or public authority regarding the works

and to indemnify the PLA against any expenses reasonably incurred by the PLA in complying with such requirements as may be imposed on the PLA with regard to the Works.

Production of Notices

16. To produce to the PLA any notice or order or proposal for an order or notice received by the Licensee affecting the Works or anything on or done thereon and to take such action as may reasonably be required by the PLA in relation to such order or notice.

Entry by PLA

17. To permit the PLA to access the Works without notice in the case of an emergency or at reasonable times on 48

hours notice to inspect the Works and where to conveniently access the Works entry is required across adjoining riparian land to permit (in so far as the Licensee is in a position to do so) the PLA to cross the adjoining riparian land to obtain access to the Works.

Vessel Non-Residential

18. Not to use any vessel moored at the Works for residential purposes

Vessel to be Regulated

19. To regulate the mooring and movement of any vessel using the Works as the PLA Harbour Master may from time to time direct.

Inspection of Mooring

20. To arrange for an independent inspection of the Works by a suitably qualified person (the "Inspector") every second year commencing two years after the date of this Licence and following each inspection to provide written confirmation to the PLA from the Inspector that the Works are fit to accommodate the vessels using the Works.

Mooring Number

21. To paint and keep painted the mooring register numbers conspicuously on the buoys.

Not to Sub-licence

22. Not to sub-licence the Works in whole or in part.

This Licence must be signed by the Licensee or in the case of a Company by a person authorised to sign for the Company

Signature

... [Redacted Signature] ...

The Licensee/PLA

Date

... 11 Dec 08 ...

DATED 24TH JANUARY ²⁰¹¹
~~2010~~

PORT OF LONDON AUTHORITY

and

RIVERSIDE RESOURCE RECOVERY LIMITED

A2/32/36

SUPPLEMENTAL RIVER WORKS LICENCE

relating to

Two double screw moorings with buoys

At Halfway Reach, Belvedere

THIS SUPPLEMENTAL LICENCE is made the day of

2010

BETWEEN (1) PORT OF LONDON AUTHORITY (“the PLA”) whose principal office is at London River House, Royal Pier Road, Gravesend, Kent DA12 2BG and (2) **RIVERSIDE RESOURCE RECOVERY LIMITED** (“the Licensee”) whose registered address is 2 Coldbath Square, London EC1R 5HL (company no. 03723386)

WHEREAS

- (1) This Supplemental Licence is supplemental to a works licence (“the Licence”) dated 11 December 2008 made between the PLA and the Licensee for a licence term commencing on the 11 December 2008 for a period of twenty-five years and relating to works consisting of two double screw moorings with buoys at Halfway Reach, Belvedere.
- (2) The Licensee has applied to the PLA for permission to move the present two mooring to new positions and to replace each buoy with a mooring barge on a swinging mooring and to vary the description of the works in the Licence and the PLA has agreed to the following:

VARIATION:

- 1 The PLA licences the Licensee to move the present two moorings to the new positions shown on the drawing deposited with the PLA under deposited drawing number 126.1324 and to replace each buoy with a mooring barge on a swinging mooring with effect from the date of this Supplemental Licence subject to the following conditions:
 - 1.1 The existing Licence conditions (in so far as they are relevant) are to apply.
 - 1.2 The PLA’s Hydrographic Department is to be notified of the change once the barges are moved into place in order that the survey charts can be updated.
 - 1.3 The moorings are to be used only in connection with the operations at the nearby jetty serving the energy from waste facility..

2 Upon completion of moving the present two moorings to new positions and replacement of each buoy with a mooring barge on a swinging mooring the parties agree that the Licence shall be deemed to be amended:

2.1 in Schedule 2 under Brief Description by the deletion of the words "moorings with buoys" and the substitution of the words "moorings with barges on swinging moorings" and under "PLA No. for Drawing" the drawing number 126.1324 which shows the location of the new moorings shall be added.; and

2.2 in paragraph 13 by the deletion of the words "the Licensee's own vessels." and the substitution of the words "vessels which are being used in connection with the operations at the nearby jetty serving the energy from waste facility."

3. In addition the parties agree that as at the date of this Supplemental Licence the consideration payable under the Licence shall be reviewed in accordance with the provisions of clause 2.4 of the Licence save that instead of the reviewed consideration becoming payable on the next anniversary of the date of the Licence it shall become payable from the date of this Supplemental Licence and the reviewed consideration shall take account of the above licence to replace each buoy with a mooring barge on a swinging mooring which will then form part of the Works as defined in the Licence and any appropriate apportionment of the consideration due before and after the date of this Supplemental Licence shall be ascertained and if when the reviewed consideration is agreed or assessed the consideration already paid under the Licence exceeds the consideration found to be due up to the next Payment Day the overpayment shall be refunded to the Licensee and if the consideration already paid is less than the consideration due up to the next Payment Day the underpayment shall be paid to the PLA.

4 The parties confirm that the terms and conditions of the Licence shall continue to apply to the Works as defined in the Licence and from the date that clause 2 comes into effect the Works as varied by this Supplemental Licence and that the Licence is to continue in full force and effect.

AS WITNESS the hands of duly authorised representatives of the parties the day and year first above written.

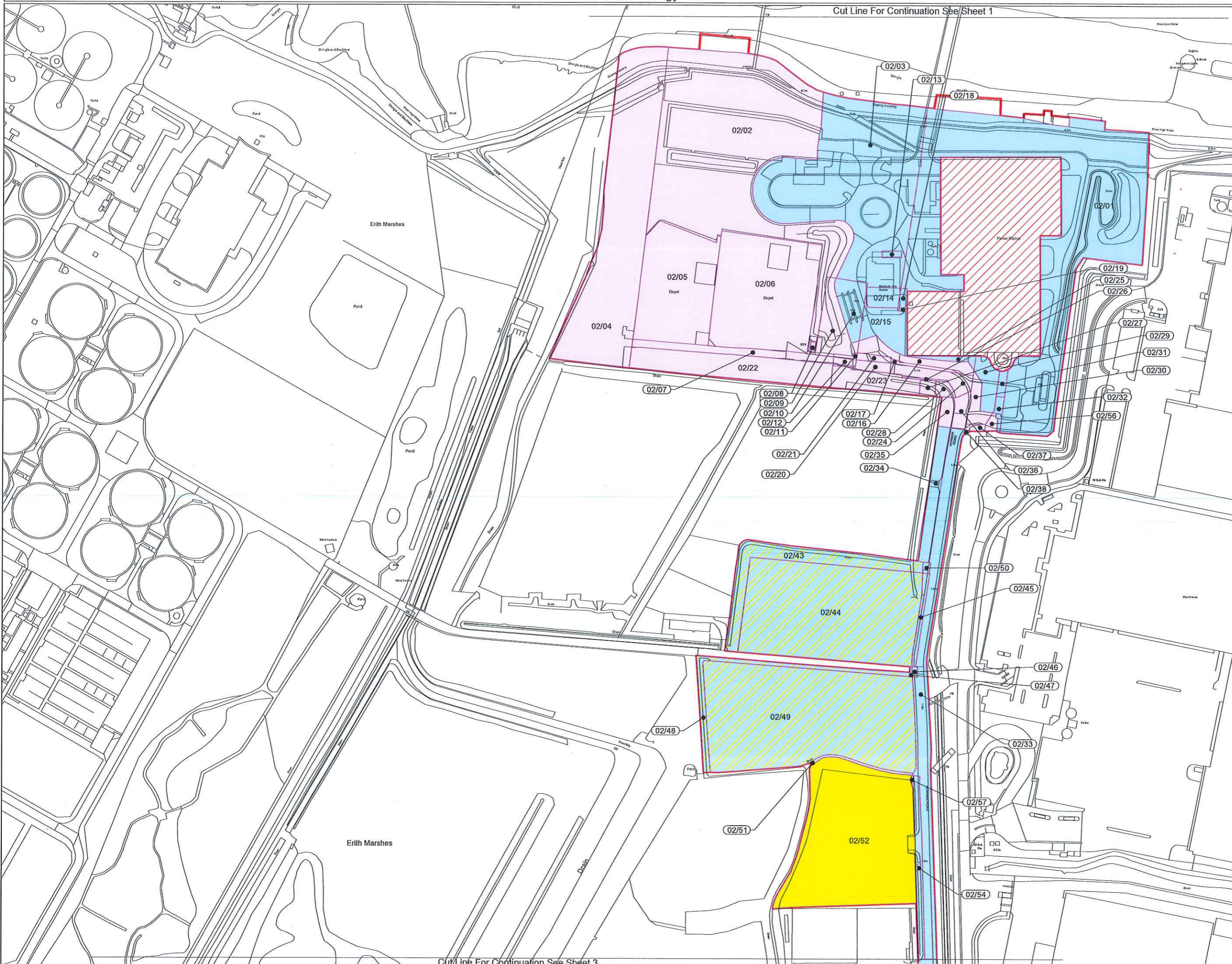
This Licence must be signed by the Licensee or in the case of a Company by a person authorised to sign for the Company

.....
~~The Licensee/PLA~~

Appendix 3 Revised Order Limits

Key:

- Order limits - the area within which the authorised development may be carried out.
- Order land - freehold and leasehold to be compulsorily acquired and in relation to which it is proposed to extinguish easements, servitudes and other private rights.
- Order land - new rights to be compulsorily acquired and in relation to which it is proposed to extinguish easements, servitudes and other private rights.
- Order land - temporary use of land in relation to which it is proposed to suspend easements, servitudes and other private rights.
- Area not included in Development Consent Order.
- Order land: new rights to be compulsorily acquired and in relation to which it is proposed to extinguish easements, servitudes and other private rights as well as the temporary use of land in relation to which it is proposed to suspend easements, servitudes and other private rights.



Version 2 - May 2019

Title:
**Land Plans
Sheet 2 of 16**

Scale: 1:1250 @ A1
20m 0m 20m 40m 60m 80m

Dwg Ref: N:\CAD Team\Cory Environmental\DWGS\Master Plan\Cory_E_Master_Plan_Rev1_07.05.2019.dwg
Doc Ref: 2.1 Regulation 5(2)(i)

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	Date: 14.05.2019	Drawn by: G.J
	Rev: 1	Checked: A.P