

Submission ID: 19178

We write on behalf of Veolia ES Landfill Limited ("Veolia").

Veolia is the owner and operator of the Ockendon landfill site at Medebridge Road, South Ockendon RM16 5TZ (the "Site"). The Site is within the order limits of the project (see Sheets 30, 34, 35, 36, 38 and 39 of the Land Plans). The draft DCO would:

- authorise the construction and operation on and immediately adjacent to the Site a number of works;
- grant the applicant the power temporarily to close, alter, divert and restrict the use of High Road, North Stifford, Stifford Clays Road and Medebridge Road which, together, comprise the only access to the Site; and
- authorise the compulsory acquisition of land, interests in land and rights over land within the Site, as well as powers to use land within the Site permanently and temporarily for the construction, operation and maintenance of the project.

We refer to the representations submitted on behalf of Veolia on 24 February 2023, which we do not propose to repeat in this submission. Veolia's concerns set out in those representations remain.

The impact of the proposed development on Veolia's operations and the Site "overlay plans

Veolia's representations of 24 February 2023 set out a number of significant concerns about the potential impact of the proposed development on its operations.

To illustrate the extent to which the proposed development Veolia has prepared a plan showing the order limits of the project overlaid on the Ockendon landfill site, including the extent of engineered landfill cells and services. The plan has been provided to the applicant and is attached to this representation to assist the ExA in its review.

The plans illustrate the apparent conflict between certain works proposed along the northern boundary of the Site (e.g. part of Work No. 8A) with the locations of groundwater monitoring boreholes and gas monitoring points maintained by Veolia, as well as surface water outlets. This infrastructure is integral to the operation of the landfill and compliance by Veolia with the obligations in its environmental permit, and unimpeded access to it is required at all times.

Article 61 and the stakeholder actions and commitments register

Veolia is keen to continue to engage productively with the applicant in relation to the proposed development and met with the applicant on 24 February 2023 and 16 May 2023.

Veolia awaits responses from the applicant on a number of agreed actions arising from those meetings and is concerned to ensure that its questions and concerns are adequately addressed in order to allow its landfill activities to operate unimpeded by the proposals, should consent be granted. Veolia's substantive concerns about the impact of the proposed development on its operations have yet to be addressed by the applicant.

Veolia requires robust protections in its favour to secure the continued safe, efficient and unfettered operation of its facility in accordance with all regulatory requirements. Veolia does not consider that the stakeholder actions and commitments register proposed by the applicant in

Article 61 of the draft DCO is the appropriate means by which the detailed protections require in relation to the Site are secured.

As currently drafted, Article 61(1)(b) would allow the undertaker to apply to the Secretary of State for the revocation, suspension or variation of a measure contained in the register. The effect of Article 61(3) is that, as soon as an application under Article 61(1)(b) is made to the Secretary of State, the measure is treated as suspended until the Secretary of State determines the application (even if such application is ultimately refused in whole or in part). This mechanism is not appropriate and could result in the unchecked suspension for an unspecified time of protections that ought to remain in place. Veolia objects to any protective measures in its favour being subject to such a "carve out" given its obligations to operate the landfill in accordance with all regulatory requirements.

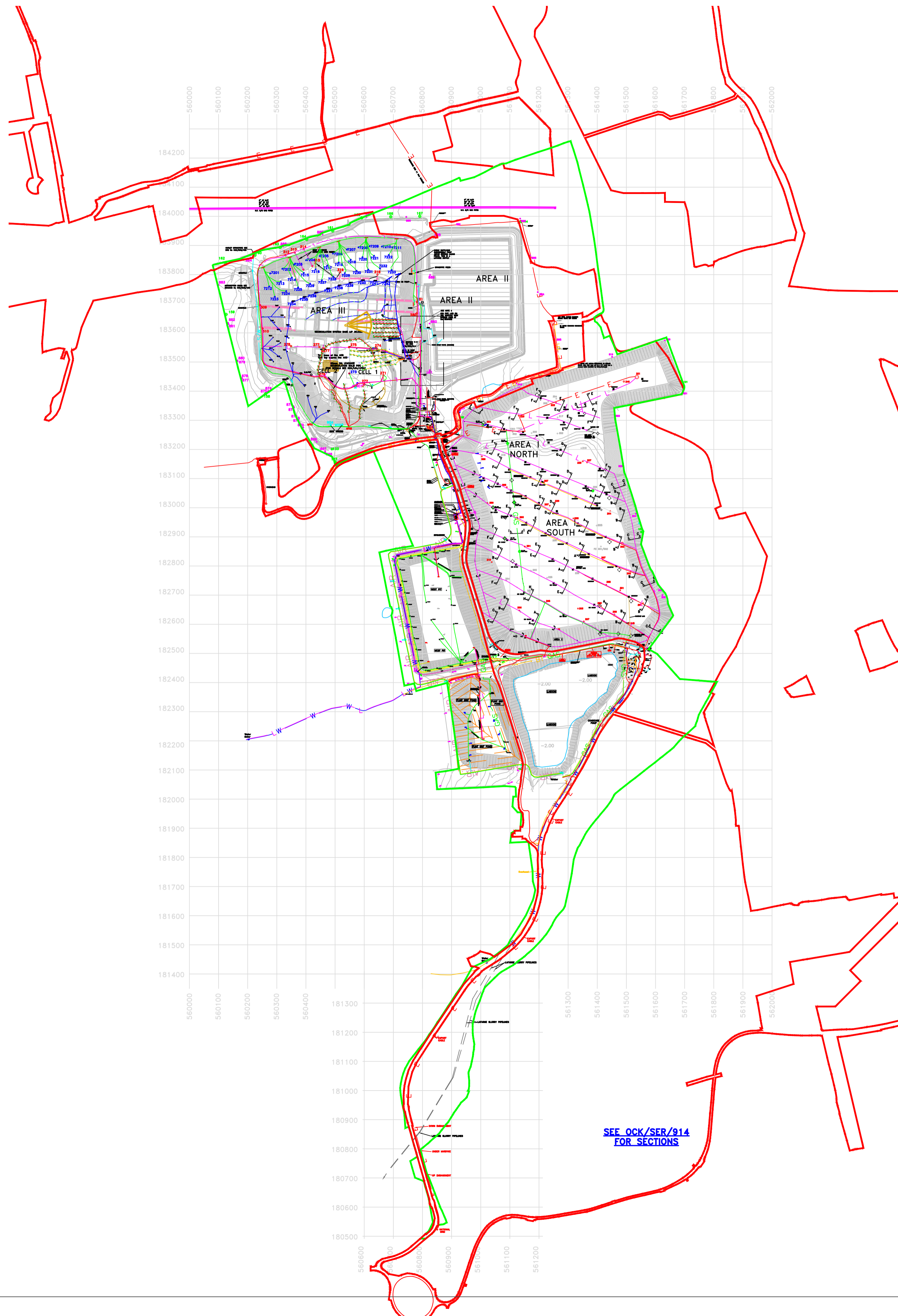
On this basis, Veolia maintains the position set out in its representations of 24 February 2023 position that the protections proposed by Article 61 are inadequate and requests protective provisions to be secured in the DCO or a detailed bilateral agreement, either of which would guarantee the certainty that appropriate protections remain in place.

### Suggested draft protections

To assist the applicant and the ExA Veolia has prepared some suggested draft wording for protective provisions outside of the Article 61 mechanism (attached), a copy of which is being sent to the applicant.

The draft wording uses as a basis the protections for The Port of Tilbury London Limited contained in Part 10 of Schedule 14 of the draft DCO. Paragraphs 3.6 and 3.7 of the draft wording are adapted from the protections set out in paragraphs 61 and 62 of Part 6 of Schedule 10 of The Millbrook Gas Fired Generating Station Order 2019 in connection with the interaction between the Millbrook Power and Rookery South developments.

18 July 2023



E	UPDATED MARCH 2021 SURVEY AIII&II	CC	RT	DC	19MAR21
D	ELECTRIC & BT AROUND AREA II	CC	RT	DC	26JUN20
C	AERIAL SURVEY DECEMBER 2008	JB	PG	PG	18DEC09
B	AERIAL SURVEY NOVEMBER 2006	JB	SJS	SJS	30JUL07
A	AERIAL SURVEY 2004. DRAWING LAYOUT ALTERED 2005. ALL SERVICES UPDATED, AREA ENLARGED 2006	JB	SJS	SJS	21JUN06
Rev	Description of revision	Drawn	Chkd	App	Date



Ockendon Landfill Site  
Medebridge road, Grays. RM16 5TZ  
Tel: 07710 112018

Project **OCKENDON LANDFILL SITE  
OCKENDON, ESSEX**

Title **SERVICES DETAILS  
KEY PLAN**

	Initials	Date	Scale	Sheet size
Drawn	CC	15FEB23	1:8000	A1
Checked	RT	15FEB23		
Approved	JC	15FEB23	© Copyright Reserved	

Job No.	3652		
Drawing No.	OCK/ENG/675	Revision	E

## FOR THE PROTECTION OF VEOLIA ES LANDFILL LIMITED

### 1. APPLICATION

The provisions of this [Schedule] have effect unless otherwise agreed in writing between the undertaker and Veolia, for the protection of Veolia in relation to the construction of the authorised development and, within any maintenance period defined in article 36 (temporary use of land for maintaining the authorised development), any maintenance of any part of the authorised development.

### 2. INTERPRETATION

2.1 In this [Schedule]:

2.2 "Plans" includes plans, sections, elevations, drawings, specifications, programmes, construction methods and descriptions and includes the Landfill Containment and Protection Plan and the Medebridge Road Transport Management Plan;

2.3 "Landfill" means any land within the Order limits which is used by Veolia for the purposes of accessing and/or carrying on its operations at Ockendon;

2.4 "Landfill Containment and Protection Plan" means a plan addressing the matters set out in [Part 1];

2.5 "Medebridge Road Transport Management Plan" means a plan addressing the matters set out in [Part 2];

2.6 "Specified Powers" means the powers of the undertaker pursuant to Part 5 (powers of acquisition and possession of land) in connection with the Landfill;

2.7 "Specified Works" means so much of the authorised development as is situated on or adjacent to the Landfill;

2.8 "Veolia" means Veolia ES Landfill Limited as owner and operator of the Landfill and includes any successor in title.

### 3. APPROVAL OF PLANS AND COOPERATION

3.1 The undertaker must, before the carrying out of any Specified Work or the exercise of any Specified Power, supply to Veolia proper and sufficient Plans for the reasonable approval of Veolia and the Specified Work or exercise of the Specified Power must not begin except in accordance with such Plans as have been approved in writing by Veolia or settled by arbitration under article 64 (arbitration).

3.2 The approval of Veolia under sub-paragraph (3.1) must not be unreasonably withheld but may be given subject to such reasonable modifications, terms and conditions as Veolia may make for the protection of Veolia's operations at the Landfill.

3.3 If by the end of the period of 28 days beginning with the date on which Plans have been supplied to Veolia under sub-paragraph (3.1) Veolia has not approved or intimated disapproval of those Plans and the grounds of disapproval Veolia is deemed to have approved the Plans as submitted.

3.4 When signifying approval of the Plans Veolia may specify any reasonably necessary protective works (whether temporary or permanent) which should be carried out before the carrying out of a specified work to minimise (to the extent reasonably practicable) the impact on Veolia's operations at the Landfill, and such protective works as may be reasonably necessary for those purposes must be constructed either by Veolia at the expense of the

undertaker (such costs to be agreed by the undertaker prior to construction) or by the undertaker in either case with all reasonable dispatch.

- 3.5 Veolia is entitled at all reasonable times, on giving such notice as may be reasonable in the circumstances, to inspect and survey the Specified Works and the undertaker must provide all reasonable facilities to enable that inspection and survey to take place.
- 3.6 The undertaker shall:
- (a) cooperate with Veolia with a view to ensuring:
    - (i) the coordination of construction programming, the carrying out of Specified Works and the exercise of Specified Powers; and
    - (ii) that Veolia's access to the Landfill for the purposes of its operations is maintained;
  - (b) use reasonable endeavours to avoid any conflict arising between the carrying out of the authorised development and Veolia's Landfill operations.
- 3.7 Insofar as the construction of the authorised development gives rise to the need to modify any planning permission or environmental permit (or any measure secured by any planning permission or environmental permit), the undertaker shall provide at its own cost such assistance as is reasonably necessary to support Veolia in pursuing any such modification.

#### 4. **AS BUILT DRAWINGS**

As soon as reasonably practicable following the completion of the construction of the authorised development, the undertaker must provide to Veolia as built drawings of any Specified Works in a form and scale to be agreed between the undertaker and Veolia to show the position of those works in relation to the Landfill.

#### 5. **LANDFILL CLOSURE IN EMERGENCY**

- 5.1 Subject to sub-paragraph (5.2), Veolia may at any time close the Landfill and exclude access by the undertaker (including access under any power granted by this Order, under any access right excluding those provided for in any agreement between the undertaker and Veolia) where Veolia reasonably considers that it is necessary to do so in response to a request from an emergency service or government agency, any emergency or accident, or an imminent threat to the health or safety of persons, provided always that Veolia will allow the undertaker to safely complete any continuous operation begun but not yet concluded.
- 5.2 Veolia must inform the undertaker of any closure of the Landfill as soon as reasonably practicable, including details of the location and extent of the closure and where known, the anticipated duration of the closure.
- 5.3 The undertaker must not at any time prevent or unreasonably impede access by emergency services vehicles to the Landfill.

#### 6. **DISPOSALS, ETC.**

The undertaker must within 7 days after the completion of any sale, agreement or other transaction under article 8 (consent to transfer benefit of Order.) in relation to which any powers, rights and obligations of the undertaker are transferred to another party insofar as these would affect the carrying out of Veolia's operations at the Landfill, notify Veolia in

writing, and the notice must include particulars of the other party to the transaction under article 8, the general nature of the transaction and details of the extent, nature and scope of the works or functions sold, transferred or otherwise dealt with.

## 7. COSTS

The undertaker will pay to Veolia its proper and reasonable legal costs, professional fees and disbursements incurred in connection with:

- (a) reviewing construction information and any other information submitted to Veolia in respect of the Specified Works; and
- (b) obtaining any modification of any planning permission or environmental permit required as a result of the construction of the authorised development.

## 8. INDEMNITY

8.1 Subject to sub-paragraphs (8.2) and (8.3), if by reason or in consequence of the construction of a specified work any damage is caused to the property of Veolia, the undertaker must:

- (a) bear and pay the cost reasonably incurred by Veolia in making good such damage; and
- (b) make reasonable compensation to Veolia for any other expenses, loss, damages, penalty or costs incurred by Veolia, by reason or in consequence of any such damage.

8.2 The fact that any act or thing may have been done by Veolia on behalf of the undertaker or in accordance with a plan approved by Veolia or in accordance with any requirement of Veolia or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of subparagraph (8.1).

8.3 Nothing in sub-paragraph (8.1) imposes any liability on the undertaker with respect to any damage to the extent that it is attributable to the act, neglect or default of Veolia, its officers, servants, contractors or agents.

## 9. DISPUTES

Any difference arising between the undertaker and Veolia under this Schedule must be determined by arbitration as provided in article 64 (arbitration).

Draft – 18 July 2023

### **[Part 1 – Landfill Containment and Protection Plan]**

- Assessment and confirmation of the impacts of proposed works on the landfill containment and associated environmental monitoring infrastructure.
- Confirmation of the proposed SW management, including the location of all ditches and discharge points.
- Confirmation of the proposed outline construction details for the proposed SW Lagoon and assessment of any associated impacts on the neighbouring landfill site (including any peripheral monitoring and drainage arrangements) from its construction/ operation. This must include a Hydrogeological Assessment of the impact of the proposed lagoon on the landfill containment and associated monitoring. Among other matters, this must appraise any impacts on the existing Ockendon Landfill Conceptual Site Model and confirmation of how this will be addressed within the Environmental Permit (inc liaison with the Regulator).
- Consideration of any impact from the LTC development on the landfill monitoring points around the site.
- Arrangements to address any changes to the permit, replacement of any impacted monitoring points (including proposed liaison with the Regulator, permit variation work and environmental baseline gathering).
- Consideration of how the LTC Works will impact the environmental permit area along with proposals such as the partial surrender of DCO areas from the current environmental permit area.
- Details of proposals for ensuring the engineered cap and underlying waste deposits are not adversely impacted by proposed bypass lanes/ local widening of the access road.
- Alongside the environmental permitting work, LTC to assess the requirement to amend the planning permission.
- Stability assessments to be conducted demonstrating the LTC Works will not lead to stability issues and identify any required mitigation measures for inclusion within LTC detailed designs.
- Using the supplied overlay plans, confirm the extent and impacts of the Order Limits on the current and future Landfill Engineering which will impact the existing and proposed containment standards, void availability and consented restoration landform.
- Details of proposed measures to maintain levels of security required by the environmental permit.

### **[Part 2 – Medebridge Road Transport Management Plan]**

- Confirmation of LTC arrangements for construction compounds requiring access via Medebridge Rd.
- Sequencing and duration of programmed activities.
- Proposed routing arrangements within the site.
- Proposed traffic numbers and types of vehicles (inc max weights) associated with the LTC construction and ongoing operational works.
- Proposed site operating hours/ use of Medebridge Rd
- Appraisal of the adequacy of the proposed route
  - Confirmation that the Medebridge Road bridge is sufficient to accommodate the proposed traffic.
  - Alignment of the road with any specific amendments to be identified for prior agreement with Veolia/ other users.
  - Specific arrangements for the management of the public rights of way, including the need for any temporary closures and measures implemented.
  - Swept path analysis of the various sections of the route.

- Safety audits of the proposed Medebridge Rd route, conducted by suitably experienced/ qualified independent highways specialists and measures required to deliver required safety improvements arrangement to be agreed with Veolia.
- Proposed arrangements for management of traffic during operational hours at the landfill, including the queuing of traffic and enforcement procedures (for non-compliance)
- Staffing numbers with confirmation of PCV numbers and any proposed methods of reducing numbers at peak times to minimise impact on waste management activities (e.g. minibus).
- Travel Plan for staff to be agreed with Veolia prior to commencing operations.
- Proposed signage and locations to be agreed with Veolia prior to installation.
- Details of how issues around user conflicts will be investigated/ resolved.
- Details of any public engagement