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16 March 2018

[also by e mail to tilbury2@pins.gsi.gov.uk]

Dear Sir/Madam

Tilbury2 (TR030003)

We refer to the above matter and enclose the Written Representation of Anglian Water Services Limited and accompanying Appendices 1-4.

We would be grateful if they could be lodged accordingly with the Development documents.

Any queries should be directed to:

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Yours faithfully,

Kathryn Taylor



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**TOWN & COUNTRY PLANNING ACT 2008 AND THE INFRASTRUCTURE PLANNING
(EXAMINATION PROCEDURE) RULES 2010**

PLANNING INSPECTORATE REFERENCE NUMBER: TR030003

**Written Representations regarding the Application by Port of Tilbury London Limited
for an Order Granting Development Consent for a Proposed Port Terminal at the
Former Tilbury Power Station (“Tilbury2”).**

WRITTEN REPRESENTATIONS BY ANGLIAN WATER SERVICES LIMITED

DATE OF WRITTEN REPRESENTATIONS: 16 March 2018

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1. Introduction

- 1.1. Anglian Water Services Limited (“Anglian Water”) is appointed as the sewerage undertaker for the Anglian region, by virtue of an appointment made under the Water Industry Act (“WIA”) 1991. Anglian Water is a wholly owned subsidiary of AWG plc. The principal duties of a sewerage undertaker are set out in the WIA.
- 1.2. Anglian Water is considered a statutory consultee for the proposed Port Terminal, “Tilbury2” (“the Development”) under section 42 of the Planning Act (2008) and Regulation 3 of the Infrastructure Planning Applications: Prescribed Forms and Procedures) Regulations 2009.
- 1.3. Anglian Water is the appointed sewerage undertaker for the Development. Potable water is supplied by Essex and Suffolk Water.
- 1.4. Anglian Water has engaged as an Interested Party in the Development in order to ensure adequate controls are included within any final Development Consent Order to protect Anglian Water’s existing interests and assets, and to safeguard its ability to perform its statutory duties.
- 1.5. Anglian Water is in principle supportive of the Development. Anglian Water is also aware of the forthcoming RWE Tilbury Energy Centre, power station development project (“The RWE site”) which will be adjacent to the Development and the proposals for the Lower Thames Crossing developments.

2. Anglian Water’s Interests and Assets Affected

Tilbury Water Recycling Centre

- 2.1. Anglian Water owns and operates the Tilbury Water Recycling Centre (“TWRC”) situated adjacent to the Development. The TWRC treats flows for a population equivalent of 153,922 people. The TWRC receives flows from the Tilbury catchment via pumped mains fed by four pumping stations and two gravity pipelines. Treated wastewater water is then discharged into the River Thames via a discharge point numbered 2961OU. This discharge point is subject to the Environmental Permitting Regulations 2010 pursuant to permit number B0531. Flows to this discharge point

must be maintained and free from interference at all times along with continued access for Anglian Water. A copy of this permit is attached at Appendix 1.

Wastewater and Surface Water

2.2. There are Anglian Water wastewater mains and surface water sewers close to/within the area of the Development. There is attached at Appendix 2 an asset plan of the area with Anglian Water's current understanding of the route layout of these assets.

2.3. Wastewater sewers are typically located in highways or open spaces to ensure access for maintenance and repair and this must be taken into consideration by the Applicant when determining the final layout of the site. No additional infrastructure will be permitted by Anglian Water either over or within the protective area surrounding its assets, "the easement strip", without the prior written consent of Anglian Water.

2.4. 'The Easement Strip' means a strip of land falling within the following distances to either side of the medial line of a pipe:

- 2.25 metres where the diameter of the Pipe is less than 150 millimetres,
- 3 metres where the diameter of the Pipe is between 150 and 450 millimetres
- 4.5 metres where the diameter of the Pipe is between 450 and 750 millimetres
- 6 metres where the diameter of the Pipe exceeds 750 millimetres

the "diameter" being the nominal diameter of the internal bore of the Pipes.

2.5. If it is not possible to avoid any of Anglian Water's assets, then the asset may need to be diverted in accordance with section 185 Water Industry WIA. Anglian Water is, pursuant to section 185, under a duty to divert pipes if requested to do so by the applicant unless it is unreasonable to do so. A formal application will need to be made to Anglian Water for a diversion to be considered. Diversionary Works will be at the expense of the Applicant.

Jetty/Quay

2.6. Anglian Water own and formally operated sludge vessels from the quay outside the TWRC. This structure is to be dismantled and removed to allow the new quay for the Development to be constructed. The removal of this asset is agreed with the Applicant and will be at the Applicant's cost.

2.7. Anglian Water has agreed temporary access within the TWRC operational boundary to allow this work to be conducted.

2.8. There are on going discussions between Anglian Water and the Applicant regarding the revocation of the foreshore licence and the relevance of the tidal gauge that is situated on the jetty/quay.

Current position

Asset Protection

3.1 Anglian Water has submitted to the Applicant and to the Planning Inspectorate the Protective Provisions it requires to deal with issues prevalent to their assets namely, adequate protection against damage and interference and adherence to the provisions and requirements of WIA. A copy of these Protective Provisions is attached at Appendix 3 along with the accompanying letter submitted to the Planning Inspectorate dated 21 April 2017.

3.2 Anglian Water has been in helpful and informative discussions with the Applicant and has attended meetings on the following dates:

22 September 2017, 7 December 2017 and 7 March 2018.

3.3 The Applicant has already contacted Anglian Water's pre development team to identify Anglian Water's ability to receive and treat waste water flows from a) the development site and b) the adjacent RWE owned site which discharges into the Applicants pumping station. A copy of the pre development report is attached at Appendix 4.

The current outstanding actions between Anglian Water and the Applicant include:

- Discussions and agreement upon the Protective provisions proposed by Anglian Water.
- Applicant is to submit a Trade effluent discharge consent application, pursuant to section 118 WIA 1991, to Anglian Water for any trade effluent it wishes to discharge into Anglian Water foul sewer network.
- Applicant may also apply to utilise Anglian Water waste water reuse options during the construction period, if appropriate.

Surface Water

- 3.4 It is understood that there will be no surface water discharges from the Development into any asset owned or operated by Anglian Water. Separate surface water treatment has been accounted for with Greenfield run off and discharge to water courses. In the event that this projection changes, the Applicant will notify Anglian Water immediately and enter into discussions regarding the discharge to any waste water network.

Diversions

- 3.5 There are two areas within the Development that affect Anglian Water assets and will require diversions pursuant to section 185 of WIA or the appropriate build over or near to agreements with Anglian water. These are located as follows:
- 3.6 Assets numbered 2701, 3801 and 8900, 9003. Anglian Water are discussing with the Applicant how these assets can be retained within the Development site design to continue to allow access to them at all times.
- 3.7 Within the Northern boundary of the site there are 3 strategic rising mains that, in discussions with the Applicant, it has become clear will require diversion. These mains are between 6 - 20 inches in diameter and take all flows from the catchment of Tilbury. Agreement with the Applicant is required to determine how and where these rising mains can be relocated to ensure the required easement protection widths, access and continued supply for Anglian Water customers. These discussions and design work are on going. No overall solution or location has yet been reached with the Applicant. Cross sections and depth analysis of these mains is currently being undertaken.
- 3.8 The Anglian Water diversions will be included within the Applicants construction contracts, subject to Anglian Water agreement on the protective provisions which will govern the contracts.

Water Resource and Supply

3.9 Anglian Water does not believe there will be any additional water resources, infrastructure required as a result of the proposed connection. The development site is, in any event, within the statutory water undertakers region for Essex and Suffolk Water.

Recommendations

In order to protect Anglian Water, as a statutory undertaker, the substitution of the following Protective Provisions is requested.

Anglian Water Services Proposed Protective Provisions

PART [] FOR THE PROTECTION OF ANGLIAN WATER

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

(2) In this part of this schedule –

“Apparatus” means -

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

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

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 of that Act)

and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus.

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

“functions” includes powers and duties

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

“Order” means the Development Consent Order

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

1. The Company shall not interfere with, build over or near to any Apparatus within the Order Land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 3000 millimetres (3 metres) of the apparatus, unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the Company.
2. The alteration, extension, removal or re-location of any Apparatus shall not be implemented until:
 - (a) any requirement for any permits under the Environmental Permitting Regulations 2010 and any other associated consents are obtained.
 - (b) the Company has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it.
3. In the situation, where in exercise of the powers conferred by the Order, the Company acquires any interest in any land in which Apparatus is placed and such Apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus.
4. Regardless of any provision in this Order or anything shown on any plan, the Company must not acquire any Apparatus otherwise than by agreement. Before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its Apparatus on or in the Order Land, the Company shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the Apparatus that is reasonably convenient for Anglian Water, such agreement not to be unreasonably withheld or delayed.
5. The Company will only exercise its powers of compulsory acquisition over the interests of Anglian Water in the Order land as a last resort and following consultation with Anglian Water and the resolution of any arbitration under article 59.
6. If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the Company shall provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.
7. If for any reason or in consequence of the construction of any of the works referred to in sub paragraphs 2, 3 and 4 above, any damage is caused to any Apparatus (other than Apparatus the repair of which is not reasonably necessary in view of its intended

removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the Company shall,

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and
- (b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water

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