



**Anglian Water Services Ltd**

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Our ref 00020440

TILBURY2 Project  
Port of Tilbury  
Leslie Ford House  
Tilbury, Essex  
RM18 7EH  
[Sent by e-mail]

21 April 2017,

Dear Sir/Madam,

**Tilbury 2: Non-statutory consultation**

Thank you for the opportunity to comment on the above project in advance of the statutory consultation later this year. Anglian Water is the sewerage undertaker for the proposed site. The following comments are submitted on behalf of Anglian Water.

Tilbury 2 Project

Anglian Water is in principle supportive of the Tilbury2 Project.

We note that the above project is considered to be a nationally significant infrastructure project and that a Development Consent Order (DCO) will be required.

It is considered that protective provisions specifically for the benefit of Anglian Water should be included as part of the wording of the Draft DCO. These protective provisions are in addition to that for utility companies as set out in the model provisions for DCO applications. Appendix 1 of this letter outlines the recommended wording for inclusion in the Draft DCO.

Environment issues

Reference is made to flood risk being a key issue for the above project which is welcomed.

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**an AWG Company**

The proposals are expected include a number of buildings with the majority of site being identified as open storage/distribution. At this stage it is unclear to what extent there is a requirement for foul and/or surface water flows to be discharged into the public sewerage network to serve the site and during the construction phase. We would welcome further discussions on this issue prior to the statutory consultation later this year.

#### Existing Anglian Water assets

There are a number of existing foul sewers in the boundary of the site and Tilbury Water Recycling Centre is immediately adjacent to the site. In addition there is an existing sewer outfall in the vicinity of the proposed berth. These are essential assets which allow us to serve our existing customers and should be considered as part of the above project.

Views are sought on the location of the proposed road link as illustrated on the exhibition boards. It is important to note that there are a number of existing foul sewers located within the area identified as construction materials terminal and potential new road and rail links.

If it is not possible to incorporate existing sewers as part of the site layout there may be a need to divert these asset(s). We have a duty to divert existing sewers where requested to do so although it would be at the applicant's expense.

If a diversion(s) is required you would need to make a formal application to Anglian Water for this purpose. Further details of the application process are available to view at the following address:

<http://www.anglianwater.co.uk/developers/diversion-of-a-water-main.aspx>

We would welcome further discussions with the Port of Tilbury Ltd regarding the potential implications of the project for our existing assets including any pre-construction survey work.

#### Environmental Statement Scoping Report

Anglian Water has previously provided comments on the Environmental Scoping Report in April 2017. Please find enclosed a copy of the comments provided to Planning Inspectorate. We would ask that you consider these comments as part of the preparation of the Environmental Statement for this site.

We would welcome further discussions with Port of Tilbury Ltd regarding the above issues in advance of the statutory consultation which is expected to take place in June of this year.

Should you have any queries relating to this response please let me know.

Yours sincerely

A solid black rectangular box used to redact the signature of Stewart Patience.

Stewart Patience

**Strategic and Spatial Planning Manager**

## **APPENDIX 1 - RECOMMENDED PROTECTIVE PROVISIONS FOR THE BENEFIT OF ANGLIAN WATER**

### **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

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

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

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

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

“functions” includes powers and duties

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

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

(3) The 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 the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus; 2.25metres where the diameter of the pipe is less than 150 millimetres, 3 metres where the diameter of the pipe is between 150 and 450

millimetres, 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres and 6 metres where the diameter of the pipe exceeds 750 millimetres unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the Company.

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

(a) any requirement for any permits under the Environmental Permitting Regulations 2010 or other legislations and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and

(b) the 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.

(5) 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.

(6) Regardless of any provision in this Order or anything shown on any plan, the Company must not acquire any apparatus otherwise than by agreement, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the 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, and to be subject to arbitration under article 59.

(7) 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.

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

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