

PLANNING ACT 2008  
INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)  
RULES 2010

PROPOSED PORT TERMINAL AT  
FORMER TILBURY POWER STATION

**TILBURY2**

TRO30003

RESPONSE TO THE EXAMINING AUTHORITY'S RULE 17 REQUEST

TILBURY 2 DOCUMENT REF: PoTLL/T2/EX/222



**Response to Examining Authority's Rule 17 Request**

**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')**

**Issued for Deadline 7 on 16th August 2018**

1.1 This document outlines the Applicant's response to the Examining Authority's Rule 17 Request.

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## 1.0. RESPONSE TO EXAMINING AUTHORITY'S RULE 17 REQUEST

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| 1   | Applicant  | <p>Please supply the following items, in which the descriptions are clarifications on the deadline 7 items specified in the timetable in the Rule 8 letter dated 26 February 2018 [PD-007]:</p> <p>A. <i>Final dDCO</i> –</p> <p>a. this means a final draft of the dDCO in both clean (in validated SI template and in Word format) and tracked versions, with the first tracked version recording changes between the deadline 6 and 7 versions and the second tracked version recording all of the changes made to the dDCO since the version that was provided with the application [APP-016];</p> <p>b. supported by an Explanation of Changes document that also records the full history of the changes from the application version to the final version; and</p> <p>c. supported by a fully updated</p> | <p>A</p> <p>a. These are provided in PoTLL's Deadline 7 submissions:</p> <ul style="list-style-type: none"> <li>• Clean DCO: PoTLL/T2/EX/203</li> <li>• Tracked Changed DCO from application: PoTLL/T2/EX/204</li> <li>• Tracked Changed DCO from Deadline 6: PoTLL/T2/DX/205</li> </ul> <p>b. The requested Explanation of changes document has been submitted at Deadline 7 as document reference PoTLL/T2/EX/208.</p> <p>c. A fully updated Explanatory Memorandum has been provided at Deadline 7 in clean form (PoTLL/T2/EX/206), and in track changes from the version submitted with the application (PoTLL/T2/EX/207).</p> <p>B</p> <p>a. An updated SoCG Update Report has been submitted at Deadline 7 at document reference PoTLL/T2/EX/209.</p> <p>b. The other items listed in the Rule 8 letter for Deadline 7 are dealt with as follows:</p> <ul style="list-style-type: none"> <li>• Responses to comments on the ExA's REIS: No comments were made by Interested Parties, so no response is required from PoTLL.</li> <li>• Updated Documents in relation to CA or any other updated documents: these are dealt with in the responses to the</li> </ul> |

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|     |            | <p>Explanatory Memorandum.</p> <p>B. <i>Any revised or updated Statements of Common Ground (SoCGs) –</i></p> <p>a. a final SoCG Update Report, containing the final versions of all of the SoCGs, not just those that have been revised or updated since the last issue.</p> <p>All other items under deadline 7 in the Rule 8 letter are as stated in that document.</p>  | <p>queries raised by the ExA below or in the Closing Statement (PoTLL/T2/EX/226). The exception to this is updated Works Plans (PoTLL/T2/EX/223) that have been updated further to discussions with the PLA.</p> <ul style="list-style-type: none"> <li>• Responses to comments on the Panel's draft DCO are dealt with in the responses set out in this document, with the exception of Gravesham Borough Council, whose comments are dealt with in the Deadline 7 Noise Resume Paper (PoTLL/T2/EX/224).</li> </ul>   |
| 2   | Applicant  | <p>Please supply the following additional items at deadline 7:</p> <ol style="list-style-type: none"> <li>1) A final version of the Planning Policy Compliance Statement [currently REP5-038] reflecting the revised National Planning Policy Framework published on 24 July 2018;</li> <li>2) A final certified Environmental Mitigation and Compensation Plan (EMCP);</li> <li>3) A final version of the Habitats Regulation Assessment;</li> <li>4) Final versions of the Terrestrial Archaeological Written Scheme of</li> </ol> | <ol style="list-style-type: none"> <li>1) A revised version of the PPCS is submitted in clean (PoTLL/T2/EX/210) and track changes (PoTLL/T2/EX/211) form. This deals with the new NPPF and has also generally been updated to reflect how matters have on in Examination since the document was submitted with the application.</li> <li>2) This is provided at Deadline 7 at PoTLL/T2/3X/212. For the avoidance of doubt, this is the document intended to be certified pursuant to Schedule 12 to the DCO. Requirement 5 of the dDCO has also been updated to reflect this submission. To aid the Examining Authority, a track changed version of this certified document against the version submitted at Deadline 6 has also been submitted (PoTLL/T2/EX/213). This EMCP provides for the off-site compensation areas at Paglesham and Mucking. Negotiations with these parties have progressed greatly, which has enabled the EMCP to be able to be in certifiable form at Deadline 7. As further evidence of this, appended at Appendix 1 and 2 to this document are letters from the owners of the Mucking and Paglesham land confirming the progress that has</li> </ol> |



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|-------------------------------|-----------------|--|---|--|-----------------|-------------------|------|-------------------------------|----|
|                               |                 | <p>Investigation (WSI) and Marine Archaeological WSI, stating whether they are certified or not certified;</p> <p>5) The final version of the s106 Development Consent Obligation between the Applicant and Thurrock Council, signed by all parties;</p> <p>6) Final versions of any other documents that have changed;</p> <p>7) An end of examination Application and Examination Document Tracker [currently REP5-040].</p> | <p>been made. These letters are also appended to the EMCP submitted at Deadline 7.</p> <p>3) An updated HRA has been submitted at Deadline 7 in clean (PoTLL/T2/EX/214) and track changed (from Deadline 5 - PoTLL/T2/EX/214), to take account of PoTLL's Deadline 6 submissions and the latest <i>People over Wind</i> ECJ case.</p> <p>4) The final version of the Terrestrial WSI to be certified was submitted at Deadline 4, and can be found at REP4-023. The final version of the Marine WSI is submitted at Deadline 7 at PoTLL/T2/EX/228.</p> <p>5. The final section 106 has been submitted at Deadline 7 at document reference PoTLL/T2/EX/216. This submission is the agreed wording of the document, and Thurrock will be confirming at Deadline 7 that this is the case. The parties will endeavour to submit a signed and sealed version of this document by close of Examination.</p> <p>6. These are dealt with in the responses to the queries raised by the ExA below. The exception to this is updated Works Plans (PoTLL/T2/EX/223) that have been updated further to discussions with the PLA.</p> <p>7. An updated Application and Examination Document Tracker has been submitted at Deadline 7 under document reference PoTLL/T2/EX/221.</p> |  |                 |                   |      |                               |    |
| 3                             | Applicant       | <p>1) Further to the Applicant's response [REP1-016] to the ExA's first written questions [PD-007] Q1.9.16, and paragraphs 14.22 to 14.25 of the Environmental Statement [APP-031], would the Applicant please provide a table confirming the anticipated number of vessel movements per annum using the proposed RoRo and aggregate berths;</p>   | <p>1) Anticipated number of vessel movements are those set out in the Environmental Statement. A 'movement' is either arriving or departing the berth.</p> <table border="1" data-bbox="1173 1209 1563 1417"> <thead> <tr> <th></th> <th>Number per year</th> </tr> </thead> <tbody> <tr> <td><b>RoRo Berth</b></td> <td>1452</td> </tr> <tr> <td><b>CMAT berth<br/>100,000</b></td> <td>40</td> </tr> </tbody> </table>  |  | Number per year | <b>RoRo Berth</b> | 1452 | <b>CMAT berth<br/>100,000</b> | 40 |
|                               | Number per year |  |   |  |                 |                   |      |                               |    |
| <b>RoRo Berth</b>             | 1452            |  |   |  |                 |                   |      |                               |    |
| <b>CMAT berth<br/>100,000</b> | 40              |  |   |  |                 |                   |      |                               |    |

| No.                            | Request to   | Further Information Requested   | PoTLL Response   |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
|--------------------------------|--------------|---|--|--------------------------------|--|--------------|-------|--|--------------|------|----|------|----|------|----|------|----|------|---|------|----|------|----|------|---|------|---|------|---|------|---|--|-----|
|                                |              | <p>2) Would the Applicant also provide any historic information about the number of vessel movements per annum using the existing berth when the Tilbury Power Stations were operational, and similarly for the adjacent Anglian Water berth.</p> | <table border="1" data-bbox="1176 231 1563 403"> <tr> <td data-bbox="1176 231 1368 363"><b>tonne aggregate vessels</b></td> <td data-bbox="1368 231 1563 363"></td> </tr> <tr> <td data-bbox="1176 363 1368 403"><b>Total</b></td> <td data-bbox="1368 363 1563 403">1,492</td> </tr> </table> <p>2) The information available to PoTLL in relation to the power station berths is set out below:</p> <table border="1" data-bbox="1176 555 1697 1114"> <thead> <tr> <th data-bbox="1176 555 1301 603"></th> <th data-bbox="1301 555 1697 603">Vessel Calls</th> </tr> </thead> <tbody> <tr><td data-bbox="1176 603 1301 643">2007</td><td data-bbox="1301 603 1697 643">35</td></tr> <tr><td data-bbox="1176 643 1301 683">2008</td><td data-bbox="1301 643 1697 683">34</td></tr> <tr><td data-bbox="1176 683 1301 722">2009</td><td data-bbox="1301 683 1697 722">23</td></tr> <tr><td data-bbox="1176 722 1301 762">2010</td><td data-bbox="1301 722 1697 762">24</td></tr> <tr><td data-bbox="1176 762 1301 802">2011</td><td data-bbox="1301 762 1697 802">7</td></tr> <tr><td data-bbox="1176 802 1301 842">2012</td><td data-bbox="1301 802 1697 842">78</td></tr> <tr><td data-bbox="1176 842 1301 882">2013</td><td data-bbox="1301 842 1697 882">78</td></tr> <tr><td data-bbox="1176 882 1301 922">2014</td><td data-bbox="1301 882 1697 922">1</td></tr> <tr><td data-bbox="1176 922 1301 962">2015</td><td data-bbox="1301 922 1697 962">4</td></tr> <tr><td data-bbox="1176 962 1301 1002">2016</td><td data-bbox="1301 962 1697 1002">0</td></tr> <tr><td data-bbox="1176 1002 1301 1042">2017</td><td data-bbox="1301 1002 1697 1042">3</td></tr> <tr><td data-bbox="1176 1042 1301 1114"></td><td data-bbox="1301 1042 1697 1114">287</td></tr> </tbody> </table> <p>This data set uses data provided to PoTLL by the PLA for all years save for 2010 and 2012, for which RWE was able to provide their own figures (and which, for the avoidance of doubt, were higher than those provided for the PLA).</p> <p>In respect of the Anglian Water jetty, Anglian Water have not been able to provide to PoTLL definite records of historic vessel movements. However they have indicated that usual movements were for a tanker to berth every other day.</p> | <b>tonne aggregate vessels</b> |  | <b>Total</b> | 1,492 |  | Vessel Calls | 2007 | 35 | 2008 | 34 | 2009 | 23 | 2010 | 24 | 2011 | 7 | 2012 | 78 | 2013 | 78 | 2014 | 1 | 2015 | 4 | 2016 | 0 | 2017 | 3 |  | 287 |
| <b>tonne aggregate vessels</b> |              |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| <b>Total</b>                   | 1,492        |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
|                                | Vessel Calls |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| 2007                           | 35           |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| 2008                           | 34           |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| 2009                           | 23           |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| 2010                           | 24           |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| 2011                           | 7            |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| 2012                           | 78           |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| 2013                           | 78           |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| 2014                           | 1            |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| 2015                           | 4            |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| 2016                           | 0            |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
| 2017                           | 3            |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |
|                                | 287          |   |  |                                |  |              |       |  |              |      |    |      |    |      |    |      |    |      |   |      |    |      |    |      |   |      |   |      |   |      |   |  |     |

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| 4   | Applicant     | <p>1) Plot 03/05 has been removed from the Order according to the letter from the Applicant at deadline 2 [REP2-006]. References to this plot are still contained in several appendices to the Statement of Reasons [REP5-009]. Can these be updated accordingly?</p> <p>2) Similarly can any references to this plot be amended in all other Compulsory Acquisition documents.</p>   | <p>1) Revised clean (PoTLL/T2/EX/217) and track changed versions (PoTLL/T2/EX/218) of the Statement of Reasons have been submitted at Deadline 7 to remove all references to plot 03/05.</p> <p>2) The Book of Reference has also been updated to take account of the same issue – clean (PoTLL/T2/EX/219) and track changed (PoTLL/T2/EX/220) versions have been submitted at Deadline 7.</p>  |
| 5   | Applicant     | <p>With reference to the Applicant's submission <i>Response to ExA Comments on DCO and Related Interested Parties' Deadline 5 Submissions</i> at deadline 6, item 5.8.31, regarding the Lower Thames Crossing, would the Applicant comment on the specific suggestion of Highways England in its deadline 6 submission that the protective provisions included in Schedule 10 Part 9 of the draft DCO could require consent to be obtained from HE for the use of land for the translocation of species from the Tilbury2 site.</p> | <p>This matter has now been resolved between the Parties such that HE's proposed addition to their Protective Provisions is not required.</p> <p>The agreed position on the matter is set out at item 4.7.1 of the SoCG with HE submitted at Deadline 7 (PoTLL/T2/EX/209) as follows:</p> <p><i>PoTLL, LTC and HE have met since Deadline 6 to discuss HE's concerns expressed in their Deadline 6 submissions as to how Tilbury2's onsite ecological mitigation area will interact with the LTC emerging proposals which may be promoted at the statutory consultation pre-application planning stage. It is agreed that the on-site ecological mitigation for Tilbury2 would not present an insurmountable impediment to the emerging proposals being brought forward.</i></p> <p><i>PoTLL and HE have agreed to continue to liaise on the matter as the two projects progress.</i></p> |
| 6   | Anglian Water | The Panel has taken Anglian Water Services'   | Anglian Water has written to PoTLL and PINS confirming that their   |



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|     | Services (AWS) (via Major Infrastructure Planning Manager) | <p>written representation [REP1-025] as containing an objection to the use of compulsory acquisition and temporary possession powers as they affect Anglian Water's assets.</p> <p>Whilst we appreciate these matters are related to agreeing satisfactory protective provisions with the Applicant for inclusion in Schedule 10 Part 8 of the draft DCO (latest version: Revision 5 at deadline 6), would AWS please confirm by deadline 7 (16 August 2018) whether you are now content and whether the objection is maintained or withdrawn.</p>  | objection is withdrawn. A copy of this letter is appended at Appendix 3 of this document.  |
| 7   | Cadent Gas Limited (CGL) (via Shakespeare Martineau)       | <p>The Panel has taken Shakespeare Martineau's letter of 20 March 2018 enclosing a written representation on behalf of Cadent Gas Ltd [REP1-040] as containing a formal objection to the use of compulsory acquisition powers as they affect CGL's interests.</p> <p>Whilst we appreciate that these matters are related to agreeing satisfactory protective provisions with the Applicant for inclusion in Schedule 10 Part 11 of the draft DCO (latest version: Revision 5 at deadline 6), and mindful of the position as set out in the Statement of Common Ground 019 [REP5-017], would CGL please confirm by deadline 7 (16 August 2018) whether the objection to compulsory acquisition</p> | Cadent has written to PoTLL and PINS confirming that their objection is withdrawn. A copy of this letter is appended at Appendix 4 of this document. |

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|     |   | powers is maintained or withdrawn.  |   |
| 8   | The Crown Estate  | <p>The Crown Estate's relevant representation dated 20 December 2017 [RR-007] states that the consent of the Crown Estate Commissioners will be needed for any part of the proposed development, i.e. the extension of the existing jetty, which is on Crown Land.</p> <p>Would the Crown Estate please confirm by deadline 7 (16 August 2018) whether such consent has been given or is withheld.</p>  | <p>PoTLL continues to liaise with the Crown Estate in relation to both the section 135 consent and the property documents in relation to their interests.</p> <p>A fully agreed position has not been able to be reached by Deadline 7 but both parties are aiming to resolve matters as soon possible, and in any event well before the Secretary of State is required to reach a decision on the DCO. The Applicant understands that the Crown Estate has expressed the same sentiment in its Deadline 7 submission.</p>  |
| 9   | Environment Agency (EA) (via Mr Pat Abbott, Planning Advisor) | <p>The Environment Agency's letter dated 3 July submitted at deadline 5 [REP5-052] together with the Statement of Common Ground 004 (latest version at deadline 6) indicates that the Agency is content with the draft DCO, subject to agreement to the protective provisions with regard to the disapplication of legislation within the EA's remit. From the EA's letter of 3 August at deadline 6, it is apparent that such agreement has not yet been reached in relation to article 3 concerning disapplication of s24 Water Resources Act 1991.</p> <p>The Panel also notes from the EA's submission at deadline 6 that the EA is satisfied with the offsite mitigation proposals as per its letter dated 3 July, and the issue is stated to be fully</p> | <p>The form of the protective provisions for the EA has been agreed.</p> <p>Discussions continue between the Applicant and the EA in respect of the disapplication of section 24 of the Water Resources Act 1991 solely for the purposes of dewatering in relation to the construction works. The Applicant is of the view that section 24 can be disapplied in part by article 3 because dewatering during construction appears to be something that can be covered under the protective provisions. Whilst this issue is yet to be resolved, both parties intend to continue discussions and inform the Secretary of State if agreement is reached.</p> |

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|     |                                      | <p>covered in the SoCG. According to the EA, detailed plans need to be provided by the developer and approved by EA via its protective provisions.</p> <p>We also note the Applicant's submission <i>Response to ExA Comments on DCO and Related Interested Parties' Deadline 5 Submissions</i> at deadline 6, items 5.8.16, 5.8.25 and 5.8.27.</p> <p>Would the Environment Agency please confirm by deadline 7 (16 August 2018) whether you are content with the form of protective provisions included in Schedule 10 Part 4 of the draft DCO in the latest version: Revision 5 at deadline 6. If not would you state whether agreement has been reached between the Applicant and the Agency about the form of protective provisions to be included in the final draft of the DCO to be submitted by the Applicant at deadline 7, and again if not, what precise amendments the Agency would be seeking.</p> |   |
| 10  | Mr A Gothard (via Strutt and Parker) | Mr Peter Cole of Strutt and Parker attended the Compulsory Acquisition Hearing on 20 April 2018, representing the interests of the Cole family in plots 03/07, 03/08 and 03/11, and the interests of Mr A. Gothard in plots 03/09, 03/10 and 03/12. He explained the status of negotiations at that time, and the Applicant  | <p>Mr Cole, on behalf of Mr Gothard, has written to PoTLL and PINS to confirm that heads of terms have been agreed between the parties and that Mr Gothard's objection can be considered to be withdrawn once full terms are agreed.</p> <p>An update will be provided to PINS and the Department for Transport once full terms have been agreed.</p> |

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|     |                       | <p>subsequently set out the position as it understood them at the second Compulsory Acquisition Hearing on 27 June 2018 [REP5-013].</p> <p>The Panel notes the letter dated 1 August 2018 at deadline 6 from Roythornes Solicitors representing the Cole Family, which states that agreement has now been reached and all objections withdrawn.</p> <p>With regard to Mr A Gothard, would you please confirm by deadline 7 (16 August 2018) whether satisfactory terms have been agreed with the Applicant, and whether any objection to compulsory acquisition and temporary possession powers is maintained or withdrawn.</p> | <p>A copy of this letter is appended at Appendix 5 of this document.</p>  |
| 11  | Highways England (HE) | <p>The Panel has taken Highways England's representations submitted at deadline 1 [REP1-060], specifically section A2, and reiterated at deadline 3 [REP3-046] and deadline 4 [REP4-002] as containing a formal objection to the use of temporary possession powers as they affect Highways England's interests. This position appears to be modified somewhat in HE's submissions at deadline 5 [REP5-058] and deadline 6.</p> <p>We note that the matters still under discussion at deadline 6 are:</p> <ul style="list-style-type: none"> <li>• <u>M25 J30</u>, on which <i>HE states that it has</i></li> </ul>             | <p>A signed SoCG has been submitted at Deadline 7 which records the following in respect of the issues highlighted by the Examining Authority:</p> <ul style="list-style-type: none"> <li>• M25 J30 and Requirement 7: The potential works to this junction that may be required are agreed and are referred to in requirement 7 of the dDCO. The wording of the requirement is agreed between the parties save for the proposed cap on PoTLL's payment of the costs of the works. HE's position is that there should be no cap. PoTLL's position is that as these works are providing a betterment (as opposed to direct scheme mitigation) for a junction that has recently been subject to a large piece of improvement work, it should not be on the 'hook' for an unknown cost that could be exacerbated in the intervening time period between works</li> </ul> |

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|--|--|---|--|--|--|--|
|  |  | <p><i>identified a potential improvement scheme and HE is evaluating evidence provided by the Applicant about the amount of mitigation it provides. At this stage it is not possible to say whether the mitigation will be sufficient to overcome HE's concern. HE expects to complete the evaluation early in the week commencing 6 August”;</i></p> <ul style="list-style-type: none"> <li>• <u>Requirement 7 Highway works</u>, which – according to HE - may need to be modified to reflect the need for the Applicant to enter into a form of agreement with HE for the carrying-out of required mitigation or the payment of monies to HE to perform the necessary mitigation;</li> <li>• <u>Asda roundabout</u>, on which discussions are ongoing on traffic regulation measures and may necessitate changes to the dDCO, notably Art 52;</li> <li>• <u>Lower Thames Crossing (LTC)</u>, where HE states that there is the possibility of conflict between use of land by Tilbury2 port if utilised for the translocation of species in the area of the LTC and the delivery of the LTC project.</li> </ul> <p>HE states that “<i>the current expectation is that it will be possible for the parties to reach agreement on the vast majority of outstanding</i></p> | <p>starting on site and this requirement being agreed. The £50,000 figure is a worse case estimate by PoTLL's highways consultant, and is considered to be reasonable.</p> <ul style="list-style-type: none"> <li>• Asda Roundabout: the scope of mitigation works is agreed and it is agreed that if speed cameras are required after detailed design, there are sufficient provisions in the dDCO to enable them to be installed.</li> <li>• LTC: See the response to item 5 of this document.</li> <li>• DCO drafting (non-PPs): the SoCG reflects HE's agreement that all of the DCO powers that may affect the SRN, including temporary possession and temporary stopping up, are subject to the safeguards provided by HE's protective provisions. PoTLL therefore understands that HE's objections to these powers are no longer maintained.</li> <li>• Protective Provisions: Discussions are still on-going in relation to the provision of security, public liability insurance, PoTLL payment for dilapidation of construction traffic routes, PoTLL's role in settling claims under indemnity, requirement for further stakeholder liaison and HE approval of the identity of the contractor for the Asda Roundabout works. A final position on the matters will be set out by both parties prior to the end of Examination if a compromise position cannot be reached; however PoTLL's position can be stated as follows at Deadline 7, echoing its submissions in response to Highways England throughout the Examination:</li> </ul> <table border="1" data-bbox="1173 1166 2051 1418"> <tr> <td data-bbox="1173 1166 1621 1418">Provision of Security and Public Liability Insurance</td> <td data-bbox="1621 1166 2051 1418">As set out in the note on the Highways England Protective Provisions [REP3-022], the need for security and insurance in relation to highway works in a statutory authorisation setting (DCO or otherwise) has only</td> </tr> </table> |  | Provision of Security and Public Liability Insurance | As set out in the note on the Highways England Protective Provisions [REP3-022], the need for security and insurance in relation to highway works in a statutory authorisation setting (DCO or otherwise) has only |
| Provision of Security and Public Liability Insurance | As set out in the note on the Highways England Protective Provisions [REP3-022], the need for security and insurance in relation to highway works in a statutory authorisation setting (DCO or otherwise) has only |   |  |  |  |  |

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|     |            | <p><i>points before close of the examination</i>". HE's proposed protective provisions are included with its submission at deadline 6.</p> <p>We also note the Applicant's submission <i>Response to ExA Comments on DCO and Related Interested Parties' Deadline 5 Submissions</i> at deadline 6, items 5.8.8, 5.8.9, 5.8.13, 5.8.14 and 5.8.31.</p> <p>We appreciate that the above matters are related to agreeing satisfactory protective provisions with the Applicant for inclusion in Schedule 10 Part 9 of the draft DCO.</p> <p>Would Highways England please confirm by deadline 7 (16 August 2018) whether it is content with the form of protective provisions included in Schedule 10 Part 9 of the draft DCO in the latest version: Revision 5 at deadline 6. If not, would HE state whether agreement has been reached between the Applicant and HE about the form of protective provisions to be included in the final draft of the DCO to be submitted by the Applicant at deadline 7, and the draft DCO as a whole, and again if not, what precise amendments HE would be seeking.</p> <p>Would HE also confirm whether the objection to temporary possession powers is maintained or withdrawn.</p> | <p>been preceded in one previous DCO. As set out in that paper, such provisions are not suitable in the context of Tilbury2 because:</p> <ul style="list-style-type: none"> <li>• Given Requirement 7 (as noted above), there is no doubt that PoTLL will complete the SRN works, as it is required to, to enable Tilbury2 to open. As such a bond arrangement, which is usually required to ensure that works can be completed if a development falls away, would not be necessary.</li> <li>• Should PoTLL be granted the powers sought in the dDCO, it will be a statutory undertaker exercising statutory functions in relation to Tilbury 2 (as it already is for the existing Port) and will be regarded by the Secretary of State as a fit and proper person to exercise the powers it is seeking as such a body. In contrast, the</li> </ul> |



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|     |            |                               |   | <p>promoter of the EMG Order was a private entity, and so concerns as to financial standing and security could perhaps be better understood.</p> <ul style="list-style-type: none"> <li>• Through his consideration of the Funding Statement, the Secretary of State will have considered the ability of PoTLL to construct all necessary DCO works, and determined that it has the ability to do so. As such a bond would not be required.</li> </ul> |
|     |            |                               | <p>PoTLL payment of repair of dilapidation of construction traffic routes</p> | <p>PoTLL considers that this is not reasonable, enforceable or proportionate in the context of the Asda Roundabout and routes to it. This is because such routes are frequently trafficked by HGVs going to and from the existing Port of Tilbury and the London Distribution Park. It would therefore not be possible to determine whether damage to such routes has been caused specifically by the limited</p>                                      |

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|     |            |                               |                           | amount of construction traffic that would be involved in the Asda roundabout works, or indeed the authorised development.  |
|     |            |                               | Role in Indemnity Claims  | PoTLL considers that it is well precedented that where a claim is made in relation to works it carries out on third party land, it should be able to manage such a claim. This is the position in some of the other protective provisions currently in the draft DCO.  |
|     |            |                               | Stakeholder Liaison       | As the DCO process is a front loaded, consultation-led process, PoTLL considers that surrounding stakeholders are fully aware of the Asda roundabout proposals. As such it considers that any such provision within the protective provisions must be limited to stakeholders directly affected by the Asda Roundabout works, and it is discussing this with Highways England. |
|     |            |                               | HE Approval of Contractor | This cannot be accepted by PoTLL. PoTLL has undertaken a public procurement under the OJEU rules for the Contractor for the Tilbury2 scheme,   |

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|     |                  |  | <p>including the Asda roundabout works, and this cannot then be overridden by a third party, and indeed it may not be lawful for it to do so.</p> <p>PoTLL is currently considering how HE could liaise with stakeholders prior to contact award.</p>  |
| 12  | Historic England | <p>The Panel notes Historic England’s submission at deadline 6 dated 30 July 2018, in which Historic England states that Requirement 3 <i>External appearance and heights</i> is to be subject to further discussion after deadline 6.</p> <p>Historic England states that the Marine Archaeological Written Scheme of Investigation (WSI) conforms to an outline document appropriate for the examination of the proposed development, but that it requires enforceable conditions in the Deemed Marine Licence (DML), Schedule 9 to the dDCO. Historic England has supplied its proposed draft conditions at deadlines 3 and 5, and repeats them with its submission at deadline 6.</p> <p>We also note the Applicant’s submission <i>Response to ExA Comments on DCO and Related Interested Parties’ Deadline 5</i></p> | <p>A signed SoCG has been submitted at Deadline 7 which reflects the following in respect of the issues highlighted by the Examining Authority:</p> <ul style="list-style-type: none"> <li>• It is agreed that the Marine WSI submitted at Deadline 7 (PoTLL/T2/EX/228) is in final form and can be certified under the DCO (item 4.2.6).</li> <li>• The terrestrial WSI submitted at Deadline 4 (REP4-023) is in final form and can be certified under the DCO (item 4.1.6 and also REP5-047).</li> <li>• Historic England has no further comments on requirement 3 and its associated colour palette (item 4.3.8).</li> </ul> <p>The Applicant can also confirm that the position on DML wording in relation to method statements required pursuant to this WSI is now agreed and included in the DML submitted at Deadline 7.</p> |

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|     |  | <p><i>Submissions</i> at deadline 6, items 5.8.15, 5.8.17 and 5.8.25.</p> <p>Would Historic England please state whether it is satisfied with the draft V5 of the Marine Archaeological WSI submitted by the Applicant at deadline 6 (acknowledging that it wishes to maintain its position concerning enforceability). Also, would Historic England reaffirm its final position with regard to the significance of Tilbury Fort, and the Terrestrial Archaeological WSI.</p>   |  |
| 13  | Marine Management Organisation (MMO) (via Heather Hamilton, Marine Licensing Case Manager) | <p>The Marine Management Organisation's letter dated 6 July submitted at deadline 5 [REP5-056] together with the Statement of Common Ground 008 [REP3-028] indicates that the MMO is content with the draft DCO, subject to agreement to article 43, and the final version of the Deemed Marine Licence (DML).</p> <p>MMO states in its submission at deadline 6 that the Marine Archaeological Written Scheme of Investigation (WSI) should either be certified or conditions should be added to the DML.</p> <p>We also note the Applicant's submission <i>Response to ExA Comments on DCO and Related Interested Parties' Deadline 5 Submissions</i> at deadline 6, items 5.8.10 and 5.8.25.</p> <p>Would MMO please confirm by deadline 7 (16</p> | <p>The Applicant and the MMO are agreed on all provisions of the DML and DCO save for the arbitration clause in the DML as set out at 4.6.1 of the SoCG (see the update report for deadline 7 [PoTLL/T2/EX209]).</p> <p>The arbitration clause is a procedural rather than substantive matter. The MMO maintains that this should not be included however the Applicant disagrees. It is important to note that, should the Order be made, it will be because the Secretary of State deems it in the public interest that the development should occur. The Order will contained a deemed marine licence put in place by the Secretary of State, not a marine licence granted by the MMO in the ordinary course.</p> <p>As such, any questions of interpretation should not be left to the MMO's sole discretion as might be the case with other marine licences, with the only remedy for the Applicant in circumstances where there is disagreement being for it to seek judicial review of the MMO (with the limitations of judicial review meaning that there would be no consideration of any substantive questions). Instead it is appropriate that any disputes be referred to the arbitration provided</p> |

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|     |   | <p>August 2018) whether it is satisfied with the draft V5 of the Marine Archaeological WSI submitted by the Applicant at deadline 6.</p> <p>Would MMO also please confirm by deadline 7 (16 August 2018) whether it is content with the draft DCO in the latest version: Revision 5 at deadline 6, in particular article 43 and the form of the DML to be included in Schedule 9 of the draft DCO. If not, would MMO also state whether agreement has been reached between the Applicant and MMO about the draft of the DCO to be submitted by the Applicant at deadline 7, and again if not, what precise amendments MMO would be seeking.</p>                  | <p>as that will allow for any disagreements as to interpretation to be considered in the round in the context of the Order (and its underlying public interest) as a whole.</p> <p>The MMO position in general is not prejudiced; the proposed clause makes it clear that it is not to be taken, or to operate so as to, fetter or prejudice the statutory rights, powers, discretions or responsibilities of the MMO.</p> |
| 14  | National Grid Electricity Transmission (NGET) (via Shakespeare Martineau) | <p>The Panel has taken Shakespeare Martineau's letter of 20 March 2018 enclosing a written representation on behalf of NGET [REP1-077] as containing a formal objection to the use of compulsory acquisition and temporary possession powers as they affect NGET's interests.</p> <p>Whilst we appreciate that these matters are related to agreeing satisfactory protective provisions with the Applicant for inclusion in Schedule 10 Part 12 of the draft DCO (latest version: Revision 5 at deadline 6), and mindful of the position as set out in the Statement of Common Ground 20 [REP5-017] dated 5 July 2018, would NGET please confirm by deadline</p> | <p>NGET has written to PoTLL and PINS confirming that their objection is withdrawn. A copy of this letter is appended at Appendix 6 of this document.</p>  |

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|                                |   | 7 (16 August 2018) whether the objection to compulsory acquisition powers is maintained or withdrawn.   |  |       |             |                |                                |   |  |
| 15                             | Natural England (NE)  | <p>The Panel notes Natural England’s submission at deadline 6, in which NE states that: <i>“We remain in contact with the applicant and will seek to conclude a Statement of Common Ground with them before Deadline 7 although we anticipate there are likely to be some outstanding areas of disagreement”</i>.</p> <p>NE makes a number of observations on the Report on the Implications for European Sites (RIES), with a number of areas agreed and some not agreed.</p> <p>We also note the Applicant’s submission <i>Response to ExA Comments on DCO and Related Interested Parties’ Deadline 5 Submissions</i> at deadline 6, item 5.8.16.</p> <p>NE also stresses that where the Environmental Mitigation and Compensation Plan (EMCP) is relied on for mitigation, it should be a certified document. The Panel notes that the Applicant has supplied an update to the EMCG at deadline 6 and expects to certify it by the end of the Examination.</p> <p>In its written representations at deadline 1[REP1-074], NE states that it cannot support the proposed development as currently</p> | <p>PoTLL has continued to seek to engage proactively with Natural England with the result that an agreed SoCG has been submitted at Deadline 7. In relation to the points raised by the ExA, PoTLL understands that NE’s position on the matters raised is as follows, and it would respond to this as follows:</p> <table border="1" data-bbox="1173 619 2047 1406"> <thead> <tr> <th data-bbox="1173 619 1361 655">Issue</th> <th data-bbox="1361 619 1711 655">NE Position</th> <th data-bbox="1711 619 2047 655">PoTLL Response</th> </tr> </thead> <tbody> <tr> <td data-bbox="1173 655 1361 1406"><i>Suitability of the EMCP</i></td> <td data-bbox="1361 655 1711 1406"><i>NE’s final comments on the EMCP [REP6-007] are “that where a conclusion relies upon mitigation measures that are included within Environmental Mitigation and Construction Plan (‘EMCP’) it is important that those measures are secured, ideally through a version of said plan that can be certified by the Secretary of State.”</i></td> <td data-bbox="1711 655 2047 1406"><i>In the SoCG NE has agreed the suitability of Paglesham for receipt of translocated reptiles and for compensatory creation of coastal and floodplain grazing marsh and scrub habitats With regard to Mucking, NE agrees that the location itself is appropriate and that it fits into an appropriate landscape. In their Deadline 5 response, NE raised concerns about whether there is sufficient ‘uplift’ from habitat creation commitments already secured as part of the</i></td> </tr> </tbody> </table> | Issue | NE Position | PoTLL Response | <i>Suitability of the EMCP</i> | <i>NE’s final comments on the EMCP [REP6-007] are “that where a conclusion relies upon mitigation measures that are included within Environmental Mitigation and Construction Plan (‘EMCP’) it is important that those measures are secured, ideally through a version of said plan that can be certified by the Secretary of State.”</i> | <i>In the SoCG NE has agreed the suitability of Paglesham for receipt of translocated reptiles and for compensatory creation of coastal and floodplain grazing marsh and scrub habitats With regard to Mucking, NE agrees that the location itself is appropriate and that it fits into an appropriate landscape. In their Deadline 5 response, NE raised concerns about whether there is sufficient ‘uplift’ from habitat creation commitments already secured as part of the</i> |
| Issue                          | NE Position   | PoTLL Response  |  |       |             |                |                                |   |  |
| <i>Suitability of the EMCP</i> | <i>NE’s final comments on the EMCP [REP6-007] are “that where a conclusion relies upon mitigation measures that are included within Environmental Mitigation and Construction Plan (‘EMCP’) it is important that those measures are secured, ideally through a version of said plan that can be certified by the Secretary of State.”</i> | <i>In the SoCG NE has agreed the suitability of Paglesham for receipt of translocated reptiles and for compensatory creation of coastal and floodplain grazing marsh and scrub habitats With regard to Mucking, NE agrees that the location itself is appropriate and that it fits into an appropriate landscape. In their Deadline 5 response, NE raised concerns about whether there is sufficient ‘uplift’ from habitat creation commitments already secured as part of the</i>  |  |       |             |                |                                |   |  |



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|     |            | <p>submitted as it does not represent sustainable development. In its deadline 5 submission [REP5-061], NE states that it is not yet able to agree with the conclusion that there will not be an adverse effect on the integrity (AEOI) of the Thames Estuary and Marshes SPA and Ramsar site either alone or in combination. In its letter dated 3 August submitted at deadline 6, NE advises it is not pursuing what it considers to be an insurmountable objection with regards to impacts on European Sites, and there should not be a need to proceed to Stage 3 or 4 of HRA.</p> <p>Would NE please confirm at deadline 7 (16 August 2018) its final position on these matters raised in the previous paragraph. In particular, if NE is not able to agree to no AEOI by the close of the Examination and the ExA decides to take NE's advice, how does it envisage the subsequent stages?</p> <p>In its deadline 5 submission [REP5-061], NE also provided comments on the draft EMCP. Would NE please confirm by deadline 7 whether it is content with the latest version of the EMCP included at deadline 6. If not, would NE state whether agreement has been reached between the Applicant and NE about the final draft of the EMCP to be submitted by the Applicant at deadline 7.</p> |                                   |   | <p><i>consented and approved restoration proposals. PoTLL have addressed how this uplift is significant (given what would otherwise be the fate of the areas of land in question) in submissions at Deadline 6 [REP6-015]. NE have not responded to the specific points raised. On all other EMCP matters, NE have either expressed satisfaction (via LoNI) or have not commented.</i></p> |
|     |            |  | <p><i>Conclusions on AEOI</i></p> | <p><i>Natural England ultimately has no fundamental or in-principle objection to the Tilbury2 project on Habitats Regulations grounds and agrees that there should be no need for HRA to proceed to stage 3 or 4.</i></p> | <p><i>NE have stated in their final (Deadline 6) response and in the SoCG that they accept that there are no grounds and no requirement to progress to Stage 3 or Stage 4 HRA. It can only follow that they must accept the conclusions on AEOI that are set out in the HRA report. While NE raise concerns about</i></p>  |

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|     |   |  |   | <p><i>residual uncertainty over the Stage 2 conclusions in the HRA report, these concerns are clearly insufficient for them to dispute the no AEOI conclusion, otherwise NE would necessarily require that Stage 3 and/or Stage 4 be engaged.</i></p> |
| 16  | Network Rail (NR) (via Addleshaw Goddard LLP) | <p>The Panel has taken Network Rail’s relevant representation [RR-013] together with Addleshaw Goddard’s submission of 19 March 2018 enclosing a written representation on behalf of NR [REP1-075], and reiterated at deadline 3 [REP3-035] and deadline 4 [REP4-006], as containing a formal objection to the use of compulsory acquisition powers as they affect NR’s interests.</p> <p>We also note NR’s submission at deadline 6, in which NR states that its position on the protective provisions is as stated at deadline 5, and discussions are ongoing.</p> <p>We also note the Applicant’s submission <i>Response to ExA Comments on DCO and Related Interested Parties’ Deadline 5 Submissions</i> at deadline 6, item 5.8.29.</p> <p>Would NR please confirm by deadline 7 (16 August 2018) whether it is content with the form of protective provisions included in</p> | <p>A joint statement from NR and PoTLL has been provided as part of the SoCG Update Report submitted at Deadline 7 (PoTLL/T2/EX/209).</p> <p>This records that:</p> <ul style="list-style-type: none"> <li>• the Protective Provisions and DCO drafting within the dDCO submitted at Deadline 7 are agreed between the parties;</li> <li>• discussions between the parties have continued to progress positively with regard to the DCO, a Framework Agreement and the associated land transfer arrangements; and</li> <li>• the parties will work together with a view to completing the Framework Agreement by the end of August following which Network Rail will withdraw its objection.</li> </ul> |   |

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|     |  | <p>Schedule 10 Part 6 of the draft DCO in the latest version: Revision 5 at deadline 6. If not, would NR state whether agreement has been reached between the Applicant and NR about the form of protective provisions to be included in the final draft of the DCO to be submitted by the Applicant at deadline 7, and again if not, what precise amendments NR would be seeking.</p> <p>Would NR also please confirm whether the objection to compulsory acquisition powers is maintained or withdrawn.</p>  |   |
| 17  | Port of London Authority (PLA) (via Winckworth Sherwood LLP) | <p>The Panel has taken Winckworth Sherwood's written representation on behalf of the Port of London Authority [REP1-080] as containing a formal objection at paragraph 5.1 to the use of compulsory acquisition powers as they affect the PLA's interests.</p> <p>We appreciate that these matters are related to agreeing satisfactory protective provisions with the Applicant for inclusion in Schedule 10 Part 3 of the draft DCO, a lease of the riverbed rather than compulsory acquisition and amendments to various articles in the draft DCO. These now appear to be largely settled to the PLA's satisfaction.</p> <p>We note PLAs submission at deadline 6, in which PLA states that it does not agree with the wording for articles 3 and 4 in revision 4 of the dDCO, but that agreement has since been</p> | <p>The Applicant has seen the PLA's Deadline 7 submission and concurs with it. The Deadline 7 version of the dDCO contains the final set of changes discussed with the PLA. An Agreement for Lease has been agreed, and also a separate legal agreement with both the PLA and RWE relating to RWE's retained 'Tilbury B' station apparatus. All outstanding matters have therefore now been dealt with.</p> |

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|     |  | <p>reached on appropriate wording. We also note PLA's statements on articles 14 and 43.</p> <p>We also note the Applicant's submission <i>Response to ExA Comments on DCO and Related Interested Parties' Deadline 5 Submissions</i> at deadline 6, items 5.8.2, 5.8.3 and 5.8.26.</p> <p>Would PLA please confirm by deadline 7 (16 August 2018) whether it is content with the form of protective provisions included in Schedule 10 Part 3 of the draft DCO in the latest version: Revision 5 at deadline 6. If not, would PLA state whether agreement has been reached between the Applicant and PLA about the form of protective provisions to be included in the final draft of the DCO to be submitted by the Applicant at deadline 7, and the draft DCO as whole, and again if not, what precise amendments PLA would be seeking.</p> <p>Would PLA also please confirm by deadline 7 (16 August 2018) whether the objection to compulsory acquisition powers is maintained or withdrawn.</p> |  |
| 18  | RWE Generation UK plc (RWE) (via Eversheds | Eversheds Sutherland's submission at deadline 5 on behalf of RWE Generation UK plc [REP5-055] indicates that RWE is content with the draft DCO, subject to agreement to article 3 and the protective provisions.   | <p>PoTLL and RWE have continued to have discussions in relation to its Protective Provisions.</p> <p>PoTLL understands that RWE is content with article 3 and the wording in the Protective Provisions included in the dDCO submitted at Deadline 7.</p> |

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|     | Sutherland (international) LLP) | <p>The Panel notes RWE’s submission at deadline 6, in which RWE states that it is <i>“largely content with Art 3 ... but its satisfaction with Art 3 still remains subject to proposed amendments to the protective provision being incorporated within the final DCO”</i>.</p> <p>RWE states that it submitted its proposed drafting for Schedule 10 Part 10 to the hearing on 26 June, and at deadline 5 [REP5-055]. RWE again included its proposed drafting at deadline 6.</p> <p>We also note the Applicant’s submission <i>Response to ExA Comments on DCO and Related Interested Parties’ Deadline 5 Submissions</i> at deadline 6, item 5.8.32.</p> <p>Would RWE please confirm by deadline 7 (16 August 2018) whether it is content with the form of protective provisions included in Schedule 10 Part 10 of the draft DCO in the latest version: Revision 5 at deadline 6. If not, would RWE state whether agreement has been reached between the Applicant and RWE about the form of protective provisions to be included in the final draft of the DCO to be submitted by the Applicant at deadline 7, and the draft DCO as a whole, and again if not, what precise amendments RWE would be seeking.</p> | <p>However RWE is also seeking additional wording to be added to those provisions dealing with the following issues: indemnities relating to the Tilbury Energy Centre; the provision of a specific dust monitoring location for the Tilbury Energy Centre; the provision of an access to the Tilbury2 site to deal with overheight vehicles above 6 metres, and the interaction of the jetty asset transfer (JAT) with the Order.</p> <p>PoTLL disagrees with these additions and has responded to the first 3 points in the following documents:</p> <ul style="list-style-type: none"> <li>• Responses to Written Representations (REP2-007);</li> <li>• Written Summary of Case at the DCO and CAH Hearings in June (REP5-015 and REP5-13); and</li> <li>• Responses to Interested Parties’ Deadline 5 submissions (REP6-015).</li> </ul> <p>In relation to the interaction of the JAT with the Protective Provisions and the DCO generally, it is the wording of the penultimate paragraph 142 of the Protective Provisions that is in dispute.</p> <p>PoTLL’s preferred position is set out in the dDCO submitted at Deadline 7 (and at previous deadlines):</p> <p><i>“Subject to the provisions of this Part of this Schedule, RWE’s and the Company’s rights and interests under the jetty asset transfer continue to subsist and to have effect.”</i></p> <p>This is preferred to the version submitted by RWE at Deadlines 5 and 6:</p> <p><i>Except insofar as provided for in this part of this Schedule, this order does not authorise any activity which would conflict with the terms of the jetty asset transfer.”</i></p> <p>This is for the following reasons in particular:</p> <ol style="list-style-type: none"> <li>1. It is clear from the Applicant’s version that the JAT continues to</li> </ol> |

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|     |                       |   | <p>subsist and that its contractual provisions will have effect for the benefit of both RWE and the Applicant, subject to the DCO's protective provisions. That has consistently been RWE's concern with the DCO and the Applicant's provision would protect RWE and counter any suggestion that somehow the DCO could negate the JAT.</p> <p>2. RWE's provision is cast unacceptably wide and could quite conceivably frustrate construction and/or operation of Tilbury2 in some unknown way in the future. The scope of RWE's variant is so wide that its effects could be considerable and yet it is not possible to quantify them now. It is therefore unacceptable to include RWE's provision in the DCO because it is not possible to ascertain what its full effect could be.</p> |
| 19  | Thurrock Council (TC) | <p>The Panel notes TC's submission at deadline 6, in which TC states that it is content with the wording of articles 11 and 52, but believes that the necessary powers already exist.</p> <p>We note the Applicant's submission <i>Response to ExA Comments on DCO and Related Interested Parties' Deadline 5 Submissions</i> at deadline 6, and a number of instances where it believes responses are awaited from TC.</p> <p>We also note items 5.8.28 and 5.8.30 in the same document.</p> <p>Would TC please confirm by deadline 7 (16 August 2018) whether it is content with the form of protective provisions included in Schedule 10 Parts 5 and 7 of the draft DCO in the latest version: Revision 5 at deadline 6. If not, would TC state whether agreement has</p> | <p>Both sets of protective provisions are not yet agreed. Discussions between the parties are on-going with the aim of reaching an agreed position by the close of Examination.</p>   |



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|-----|--|---|---|
|     |  | <p>been reached between the Applicant and TC about the form of protective provisions to be included in the final draft of the DCO to be submitted by the Applicant at deadline 7, and the draft DCO as whole, and again if not, what precise amendments TC would be seeking.</p>  |   |
| 20  | <p>West Tilbury Commons Conservators (WTCC) (via the Clerk, Mr AN Jones)</p> | <p>The Panel refers to WTCC's representation in its letter of 4 January 2018 [AS-039], which sets out a number of conditions the Conservators would wish to apply to replacement common land. The Applicant explained the status of negotiations at the Compulsory Acquisition Hearing on 20 April 2018 [REP3-031], and updated the position as understood by it at the second Compulsory Acquisition Hearing on 27 June 2018 [REP5-013]. Plot 03/04a is to be compulsorily acquired from Thurrock Council as replacement land for plots 03/08 and 03/11, with temporary possession powers over plot 03/07.</p> <p>We appreciate that these matters are related to agreeing satisfactory terms with the Applicant, and the principle of land exchange is accepted in your letter to the Applicant dated 30 July 2018.</p> <p>Would WTCC please confirm by deadline 7 (16 August 2018) whether all matters now been concluded, and therefore whether the</p> | <p>WTCC have written to PoTLL to confirm that all matters between the parties have been concluded and that the Conservators are content.</p> <p>A copy of this letter is appended to this document at Appendix 7.</p> |

| No. | Request to | Further Information Requested    | PoTLL Response |
|-----|------------|----------------------------------|----------------|
|     |            | Conservators are content or not. |                |

PLANNING ACT 2008  
INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)  
RULES 2010

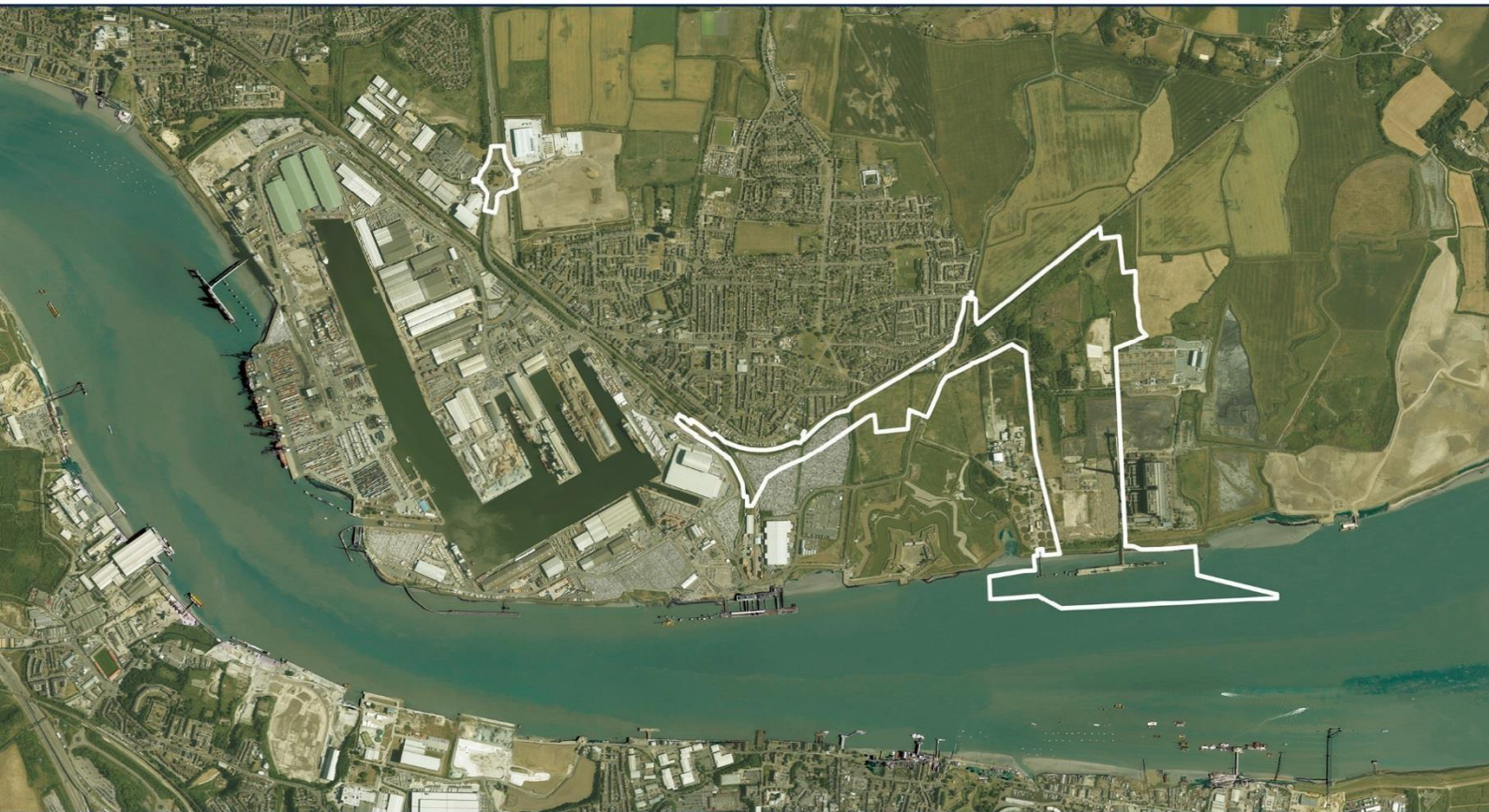
PROPOSED PORT TERMINAL AT  
FORMER TILBURY POWER STATION

**TILBURY2**

TR030003

APPENDIX 1: LETTER FROM OWNER OF MUCKING  
ECOLOGICAL COMPENSATION AREA

TILBURY2 DOCUMENT REF:  
PoTLL/T2/EX/222 APPENDIX 1



14<sup>th</sup> August 2018

Robert Ranger  
Case Manager  
The Planning Inspectorate  
National Infrastructure  
Temple Quay House  
Temple Quay  
Bristol  
BS1 6PN

Dear Robert,

**Tilbury2 DCO – Ecological Mitigation Site, Mucking, Essex**

The revised draft DCO submitted at Deadline 7 includes a requirement that the applicant, Port of Tilbury London Limited ('PoTLL'), must comply with a document it has prepared known as the 'Ecological Mitigation and Compensation Plan' ('EMCP').

The EMCP prescribes the location of off-site ecological compensation areas (at Mucking and Paglesham); and describes how they must be created (including phasing), managed and monitored. In particular the EMCP prescribes that the management of the Mucking site will be undertaken for 99 years.

As has been previously indicated to you, PoTLL and Enovert South Limited ('the Company') have reached agreement in relation to the use of land owned by the Company at Mucking as an ecological compensation site.

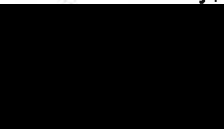
Following further discussions between the parties, I can now also confirm that Heads of Terms have now been signed between the parties and good progress has been made on fully agreeing all the necessary documentation.

To assist the Examining Authority, a redacted copy of these Heads of Terms is attached to this letter.

All commercial and ecological technical points are agreed between the parties, and we therefore consider that full agreement should be able to be reached in short order.

If you have any further questions on this matter, please do not hesitate to contact us.

Yours sincerely,



Alistair Holl  
Director, Enovert South Limited

## HEADS OF TERMS

### PORT OF TILBURY LONDON LIMITED (POTLL)

### ENOVERT SOUTH LIMITED (Owner)

#### Relating to land at Mucking Essex (the Site)

- (A) The Owner and POTLL have agreed terms to relocate Substrate from specified areas of invertebrate ecological interest and the imbedded invertebrate population from POTLL's proposed development at Tilbury 2 (**the Development**) on to land owned by the Owner. It is agreed that the Owner and POTLL will enter into a conditional agreement covering the securing of requisite consents to import Substrate and imbedded invertebrate population, site works required for the importation of Substrate and subsequently by way of a management agreement the long term management of the Site. When all Substrate has been imported and works undertaken by the Owner long term arrangements will apply for the management of the Site for which POTLL will make a payment of £ [REDACTED] per annum (**the Agreement**). [REDACTED]
- [REDACTED]
- [REDACTED]
- (B) The documentation for the proposed transaction may contain further terms as the parties may require, including additional terms on matters that are covered in this document.

#### AGREED TERMS

##### 1 OWNER

Enovert South Limited

Company number: 2664840

Registered office address: 20 Old Broad Street, London, EC2N 1DP

##### 2 POTLL

Port of Tilbury London Limited.

Company number: 2659118.

Registered office address: Leslie Ford House, Tilbury Freeport, Tilbury, Essex RM18 7EH.

### **3 SITE**

3.1 A c10ha area of land at the Mucking landfill site adjacent to the land used for a compensatory scheme in 2014 for the POTLL's London Distribution Park project and suitable for the translocation scheme "

### **4 CONDITIONAL AGREEMENT**

- 4.1 The parties will enter into the Agreement which will become unconditional once the Owner has secured the required consents to import the Substrate onto the Site and the Development Consent Order for which POTLL has applied to authorise the Development (**DCO**) has been made on terms satisfactory to POTLL.
- 4.2 No fee will be paid on the signing of the Agreement but POTLL has paid to the Owner on the signing of these heads of terms the sum of £[REDACTED] as a non-returnable fee which is part of the overall payments to be made by POTLL to the Owner under the Agreement.
- 4.3 The Agreement will require the Owner not to encumber the Site or materially change its appearance level or structure during the period of the Agreement.
- 4.4 The Agreement will permit POTLL and their consultants and contractors to access the Site before the Agreement becomes unconditional to undertake site surveys and investigations to assess the suitability of the Site as a receptor for the Substrate, subject to suitable constraints and notification to the Owner governing the exercise of these rights.
- 4.5 The Agreement will provide a mechanism for POTLL and the Owner to agree the details of the works required to make the Site suitable to receive the Substrate comprising the installation of interpretation boards, the creation of pathways and landscaping.



- 4.6 These heads of terms set out the commercial principles agreed between the parties. The parties will work together to agree the structure and formal legal documentation to ensure that the rights and obligations of the parties are fully enforceable and satisfactory for the purposes of the Development Consent Order for Tilbury2 when made and that the interest in the land for the compensatory scheme at Mucking is protected for the 99 year period, and otherwise acceptable to both parties acting reasonably

## 5 OBLIGATIONS OF THE OWNER

- 5.1 Once the Agreement is exchanged (or earlier by agreement) the Owner will apply for the requisite consents to allow for the importation and retention of Substrate on the Site and will keep POTLL informed of the progress made.
- 5.2 Once the Agreement is unconditional the Owner will undertake the agreed works (see paragraph 5.6) so that the Site is ready to receive the Substrate.

## 6 FINANCIAL TERMS

- 6.1 A total premium of £[REDACTED] plus VAT (if applicable) will be payable by POTLL to the Owner as follows:
- 6.1.1 £[REDACTED] on the signing of these heads of terms;
- 6.1.2 £[REDACTED] on the Agreement becoming unconditional;
- 6.1.3 £[REDACTED] twelve months after the Agreement becoming unconditional or (if earlier and following the Agreement becoming unconditional) on 31 March 2020).
- 6.2 POTLL will pay the Owner a royalty of £[REDACTED] in respect of each tonne of Substrate that is imported onto the Site. This charge includes the cost of unloading Substrate and its transportation from the Owner's jetty to the Site and spreading which will be undertaken by the Owner. No further offset fees to be payable by POTLL.
- 6.3 POTLL will pay the Owner (or as it directs it being acknowledged that the Owner may direct the payments to EWT) £[REDACTED] per annum annually in advance to cover the future management of the Site.
- 6.4 POTLL will pay at agreed market rates for landscaping, pathways (up to maximum of 1500m) and interpretation boards



## **7 TERMS OF THE MANAGEMENT AGREEMENT**

7.1 The Agreement will include (without limitation) the following terms to govern the future management of the Site:

7.1.1 A term of 99 years.

7.1.2 Provision for the annual payment referred to above.

7.1.3 Management functions and duties to be undertaken by EWT to whom the payment of £[REDACTED] pa will be directed.

7.2 The Agreement will not include the grant of a proprietary interest in the Site to POTLL.

## **8 IMPORT OF SUBSTRATE**

8.1 The Substrate will be imported from the Development to the Site by barge. It will arrive at the Owner's jetty and be unloaded and imported onto the Site by the Owner (who will manage all inbound deliveries) with all costs being included in the royalty to be paid by POTLL of £[REDACTED] per tonne.

8.2 POTLL will be entitled to deliver Substrate to the Owner's jetty and the Owner will accept it from the later of the date when the Agreement becomes unconditional and the date upon which the required works are completed.

8.3 The input rates and deliveries of Substrate are to be agreed with the Owner.

## **9 EXCHANGE OF THE AGREEMENT**

The parties will endeavour to exchange the Agreement as soon as possible after the Owner's Solicitor has received the draft documentation from POTLL's Solicitor.

## **10 COSTS**

POTLL will contribute a reasonable amount plus VAT (if not recoverable) towards the Owner's reasonable legal and planning costs in connection with this transaction.

## **11 SOLICITORS**

11.1 The Owner's Solicitors are:

To Be advised

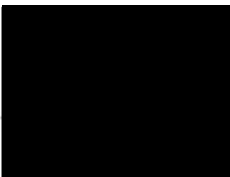
POTLL's Solicitors are:

Walker Morris LLP, Kings Court, 12 King Street, Leeds LS1 2HL

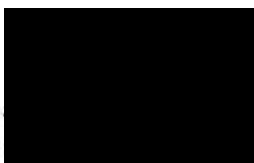
Ref: POR00396.43

For the attention of Judith Pike

Dated: ..... 23<sup>rd</sup> July ..... 2018

Signed: .....  .....

For and on behalf of Enovert South Limited

Signed: .....  .....

For and on behalf of Port of Tilbury London Limited

PLANNING ACT 2008  
INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)  
RULES 2010

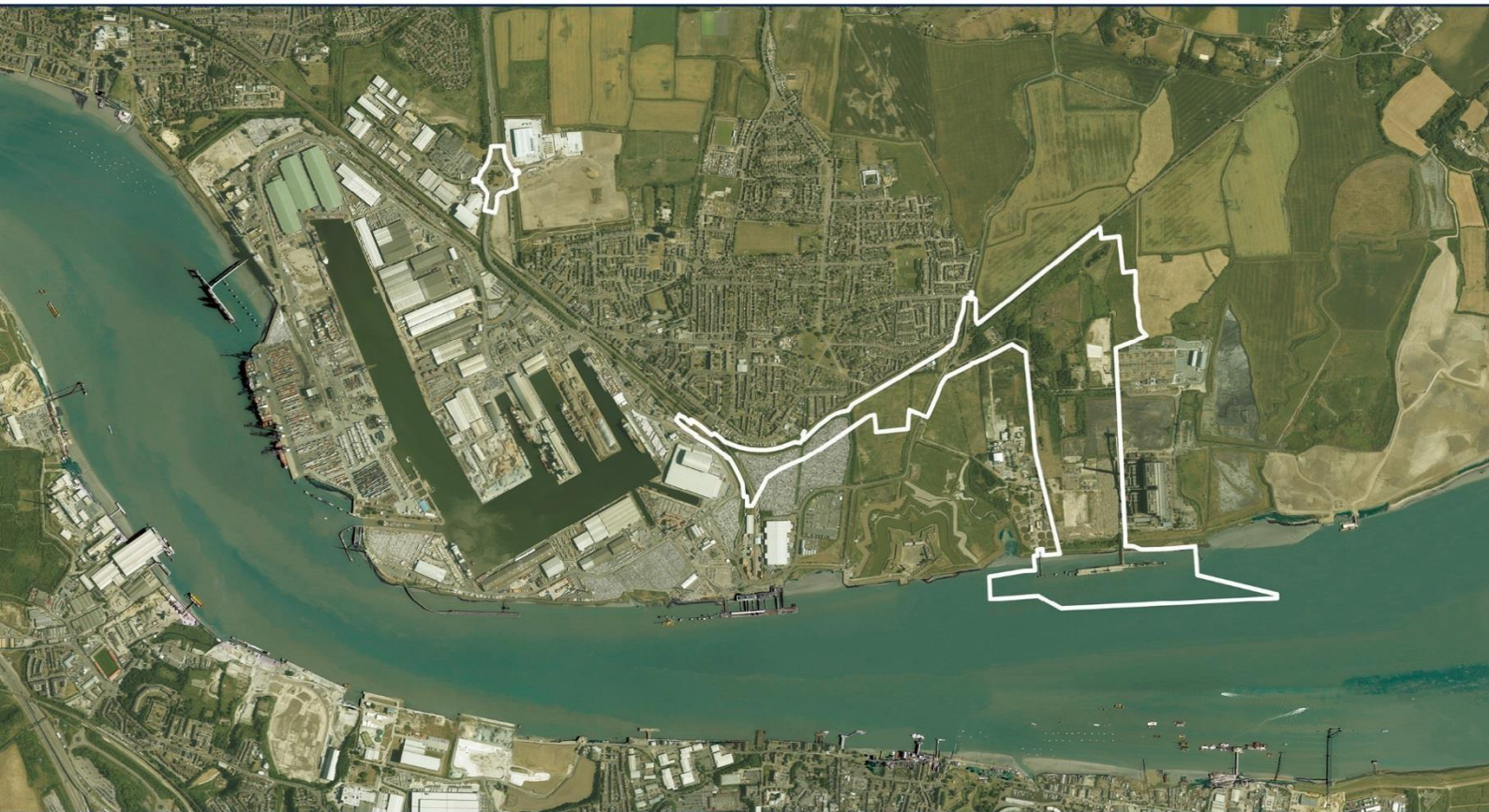
PROPOSED PORT TERMINAL AT  
FORMER TILBURY POWER STATION

**TILBURY2**

TR030003

APPENDIX 2: LETTER FROM OWNER OF  
PAGLESHAM ECOLOGICAL COMPENSATION AREA

TILBURY2 DOCUMENT REF:  
PoTLL/T2/EX/222 APPENDIX 2



CALEB RAYNER LIMITED  
CHURCH HALL  
PAGLESHAM  
ROCHFORD  
ESSEX SS4 2DP

Robert Ranger  
Case Manager  
The Planning Inspectorate  
National Infrastructure  
Temple Quay House  
Temple Quay  
Bristol  
BS1 6PN

~~DATE~~ 15/8/18

Dear Robert,

**Tilbury2 DCO – Ecological Mitigation Site, Paglesham, Essex**

The revised draft DCO submitted at Deadline 7 includes a requirement that the applicant, Port of Tilbury London Limited ('PoTLL'), must comply with a document it has prepared known as the 'Ecological Mitigation and Compensation Plan' ('EMCP').

The EMCP prescribes the location of off-site ecological compensation areas (at Mucking and Paglesham); and describes how they must be created (including phasing), managed and monitored. In particular the EMCP prescribes that the management of the sites will be undertaken for 30 years for Paglesham, and 99 years for Mucking.

As has been previously indicated to you, PoTLL and Caleb Rayner Limited ('the Company') have reached agreement in relation to the use of land owned by the Company at Paglesham as an ecological compensation site.

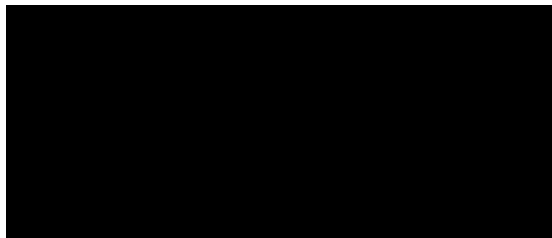
Following further discussions between the parties, I can now also confirm that Heads of Terms have now been signed between the parties and good progress has been made on fully agreeing all the necessary documentation.

To assist the Examining Authority, a redacted copy of these Heads of Terms is attached to this letter.

All commercial and ecological technical points are agreed between the parties, and we therefore consider that full agreement should be able to be reached in short order.

If you have any further questions on this matter, please do not hesitate to contact us.

Yours sincerely,



DEBORAH REID.  
DIRECTOR.

# **HEADS OF TERMS**

## **Version 6**

**13<sup>th</sup> August 2018**

**Land at Paglesham, Essex**

**Caleb Rayner Limited and**

**Port of Tilbury London Limited**

### **1 Generally**

These Heads of Terms set out the arrangements for formal agreement between the parties for the translocation of reptiles and water voles to the site and for habitat creation and management of “the site” for a period of 25 years (and with an option for a further 5 years) in connection with ecological mitigation and compensation associated with the Tilbury 2 planning application.

There will also be an option for 5 years for the translocation of water voles from the Tilbury2 site.

The intention is that this agreement will be a conditional contract rather than an option and therefore if the DCO is achieved then POTLL will progress to completion.

### **2 The Parties**

The parties to these terms are:

- a) Port of Tilbury London Limited, Leslie Ford House, Port of Tilbury, Tilbury, Essex RM18 7EH (POTLL)
  
- b) Caleb Rayner Limited, Church Hall Farm, Church End, Paglesham, Essex SS4 2DP (CRL)

### **3 The Site**

The site to which these Heads of Terms relate is shown edged red on the attached plan. The site is comprised of 3 fields of grassland (including the area around the reservoir) totalling approximately 26 acres and 4 parcels of adjoining arable land amounting to a further 92 acres. Altogether the site extends to 118 acres.

### **4 Transaction**

#### **4.1 Use:**

The transaction will be for:

- a) the creation of a suitable receptor site for the translocation of reptiles from Tilbury 2
- b) dependant on POTLL exercising the option to translocate water voles, the creation of a suitable receptor site through the construction of drainage ditches for the translocation of water voles from Tilbury 2
- c) the reversion of the arable land to coastal grazing marsh
- d) the creation of areas of scrub habitat

The details and method statement for translocation of the reptiles and water voles, the creation of habitat and the aftercare/management of the whole (point 11) are to be agreed between the parties.

The only species that may be relocated to the site will be slow worms, adders, grass snakes, lizards and water voles. The maximum numbers of each will be:-

Slow worms 4,000

Adders 600

Grass snakes 400

Lizards 4,000

Water voles - 250

Any such species must be sourced from the land to be developed within Tilbury 2 and not from any other area.

Relocation of the species to Paglesham from Tilbury 2 may only commence after the completion of this agreement and must end by the end of the construction phase at Tilbury 2 or within two years whichever is the sooner.

#### 4.2 Term:

The term of the arrangements to be 25 years (plus the option to extend by 5 years) from receipt of a satisfactory and implementable Development Consent Order (see clause 10 of these heads of terms) for Tilbury 2 by POTLL. POTLL will also be granted an option to extend the term for a further five years. They will be entitled to trigger that option at any stage within the first 12 months of the Agreement. If POTLL take up the option to extend the term then the annual payment during the extended 5 years will be adjusted from [REDACTED] payable yearly in advance as set out below [REDACTED] from the commencement of the term (as opposed to the commencement of the 5 years).

#### 4.3 Option in respect of water vole translocation

Within the first 5 years POTLL is to have an option to extend the agreement to Water Voles at an initial consideration of [REDACTED] [REDACTED] which will be payable on exchange of the documentation. A further payment of [REDACTED] will be payable on exercise of the option. [REDACTED]  
[REDACTED]

## 5 Financial arrangements

POTLL will pay CRL:

- a) a premium [REDACTED] [REDACTED] upon receipt of planning permission by POTLL (subject to deduction of the deposit referred to below) and grant of the agreement.



- b) an annual payment of [REDACTED] on the anniversary of commencement of the arrangements and will continue for a period of 25 years plus any extension. The annual payment will be paid yearly in advance. This payment will be adjusted [REDACTED] if POTLL takes up the option to extend the term by five years as provided for at clause 4.2 above.
- c) the sums due in respect of watervole translocation if POTLL exercises its right to extend the agreement as provided for in clause 4.3 above.

## 6 Deposit

Upon exchange and formalisation of documentation [REDACTED] [REDACTED] will be paid by POTLL to CRL. This premium will be deducted from the initial premium of [REDACTED] [REDACTED] referred to at 5 (a) above. The fee for the option to translocate water voles of [REDACTED] will also be payable at this time.

## 7 Annual Payment – Reviews

The annual payment (referred to at 5(b) above) will be reviewed in accordance with [REDACTED] on each anniversary of the commencement of the term, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## 8 Other matters

### a) Fencing

- i) All arable field enclosures which are to be reverted to coastal grazing marsh (and the scrub areas to be created within them)

are to be fenced with a good quality stock fence in accordance with the specification attached. POTLL will be responsible for the cost and installation of the fencing.

- ii) POTLL to be responsible for the reasonable costs incurred by CRL in the maintenance, repair and replacement of the fencing throughout the term. This obligation extends to the fencing enclosing the existing grassland as well as the new fencing around the arable enclosures.

b) Water supply

- i) All field enclosures to be served by a water supply. POTLL to cover the cost of materials for the water pipe, water troughs and connections as set out below:

Water pipe and connections (approx. 3000 m) [REDACTED]

Water troughs (x 7) and their installation [REDACTED]

- ii) Installation of the water pipe (i.e. trenching and backfilling) to be at CRL's cost.
- iii) POTLL to be responsible for the reasonable costs incurred by CRL in the maintenance, repair and replacement of the water supply pipe, connections and troughs during the term.

c) Ditches and Land Drainage

In the event that the option to relocate water voles is taken up by POTLL, CRL agrees to the excavation of ditches to create habitat for water vole in the broad locations shown marked blue on the attached plan, subject to:

- i) POTLL covering the cost of CRL's land drainage consultant (Hugh Pearl (Land Drainage) Ltd) to review and to assist POTLL in their design of the ditches in order to mitigate their impact on the existing land drainage system.
- ii) POTLL covering the cost of all alterations or additions which may be required to the land drainage system caused by excavation of the ditches so that the land drainage system continues to function properly.
- iii) Removal of all spoil created by excavation of the ditches from site, other than any amount which CRL chooses to retain, such amount

being deposited in a location within Church Hall Farm to be decided by CRL.

**d) Establishment of grazing marsh**

- i) The cost to establish a grass cover on the arable enclosures reverting to coastal grazing marsh to be paid for by POTLL. This shall include the cost of seed bed preparation and seed. The parties to agree a suitable conservation grass mix. CRL to provide a quote for deriving seed from the grass sward on the sea wall and sowing on the arable land.

**9 Early access**

Upon exchange of documentation POTLL will be allowed early access to the land to carry out necessary preparation and also installation of works such as erection of reptile fencing. CRL's agreement to POTLL taking early entry is subject to:

- i) All work being done at POTLL's risk and subject to them having acquired all necessary consents.
- ii) If the relevant planning approval is not granted and the site is ultimately not required by POTLL all works will be removed at POTLL's cost and the land reinstated to CRL's and their agent's satisfaction within 2 months of the Inspector's decision (subject to ground conditions). This includes any further remedial work to the land drainage system.
- iii) Any spoil derived from the works or digging the ditches will be excavated using good practice. Top soil will be removed first and kept in separate stock piles. Top soil and sub soil will then be kept on site to be used for backfilling until such time as the Inspector's decision is known. If the DCO is forthcoming the spoil will be dealt with as referred to under 8c)iii) above. If the DCO is not forthcoming CRL reserve the right to back fill the ditches themselves subject to payment by POTLL. This figure to be agreed based on contractor's costs.

- iv) Payment to CRL for any losses incurred such as crop loss or any other reasonable costs incurred
- v) Hugh Pearl (Land Drainage) Ltd having first provided their report and undertaken the drainage works and at the cost of POTLL.

## **10 Structure of the agreement**

The structure of the agreement to be agreed between the parties and their legal representatives, will be a conditional contract. The principal condition will be the grant of an implementable Development Consent Order (DCO) pursuant to the Planning Act 2008 and any other planning permission required in connection with the Tilbury 2 project which is currently the subject of a validated planning application under the 2008 Planning Act. The parties will work together to agree the structure and formal legal documentation to ensure that the rights and obligations of the parties are fully enforceable and satisfactory for the purposes of the Development Consent Order for Tilbury2 when made and that the interest in the land for the translocation and maintenance scheme at Paglesham is protected for the 25 year period (or where applicable 30 years), and otherwise acceptable to both parties acting reasonably.

## **11 Management of the Site**

Details are to be agreed between the parties as to the arrangements, and costs, for management of the site during the term.

- i) Management of the existing grassland for reptiles – short term restriction on grazing, thereafter stocking rates, grazing periods etc.
- ii) Management of the water vole ditches – rotational clearance
- iii) Management of the grazing marsh
- iv) Use of herbicides and inorganic fertiliser
- v) Establishment and management of scrub areas

A management prescription will be prepared prior to exchanging contracts and the management prescription will be appended to the contracts. The management prescription will allow for reasonable

variation in management prescriptions to react to changes in ecological circumstances. If the management prescriptions are changed in a material manner and which impacts on the viability of the land or the farming enterprise then CRL will be compensated by POTLL for any additional works required or costs incurred or loss of profit arising out of those changes. If CRL dispute the benefit or relevance or necessity or pertinence of those changes or if POTLL dispute the amount of compensation then either party may take the matter to dispute resolution in accordance with clause 16 of this agreement.

## **12 Reimbursement of CRL costs**

A commuted sum of [REDACTED]  
[REDACTED]  
[REDACTED] for the first 25 years and [REDACTED] if the term is extended for a further 5 years [REDACTED]

## **13 Auditing of Wildlife Activities**

POTLL will agree with the landowner relevant arrangements for auditing the site and the success of habitat creation and species translocation during the 25 year term. The parties agree that annual monitoring and survey work will be undertaken by ACJ Ecology. If either party believes that the monitoring function could be better provided by a third party then either party may request substitution. In the event of dispute then the matter will be referred to dispute resolution to be dealt with in accordance with clause 16. It is further agreed that no data from the annual monitoring will be made publicly available. It is acknowledged however that some data from the annual monitoring may have to be provided to Natural England or the relevant planning authorities in which case it may be impossible to maintain complete confidentiality however both parties will be under an obligation to use reasonable endeavours to maintain such confidentiality.

## **14 Fees**

POTLL agree to pay the reasonable fees of CRL. This will cover those of the landowner's agents (Whirlledge and Nott) and their lawyers (Ellisons).

## **15 Information**

POTLL will disclose to the Planning Inspectorate (through the Tilbury 2 planning process) and other relevant bodies such as Natural England the location and details of the site. Any details related to Heads of Terms will be redacted and on a basis to be agreed with the landowner. Again, POTLL will use reasonable endeavours to maintain confidentiality subject to their corporate responsibility and obligations under the DCO.

## **16 Dispute Resolution**

In the event of dispute such as in relation to calculating the annual payment or agreeing the identity of a new party to undertake annual monitoring the matter will be referred to an independent expert. In the event that the parties cannot agree the identity of the expert then the matter will be referred either to the President of the Royal Institution of Chartered Surveyors (in relation to matters pertinent to property or value) or the President of the CIEMM (where the dispute relates to matters of an ecological nature). The expert will have the right to determine apportionment of fees and will be encouraged to provide his or her opinion within two months of instruction.

## **17 Security**

It is agreed that some form of security or other comfort will be provided by POTLL to satisfy CRL that the annual payment will be received throughout the term. The solicitors will agree the form of this, both acting reasonably having due regard to the covenant of POTLL.

## **18 Breach**

The solicitors will introduce appropriate clauses to deal with what happens in the event of breach of either party's obligations under this agreement.

## **19 Interest**

POTLL will be required to pay interest on any late payments at 4% above base.

**20 Assignment**

If CRL sell the freehold then the buyer will be bound in to the same agreement.

POTLL may not assign the agreement to a third party unless CRL is reasonably satisfied that the third party is of adequate financial standing and capable of fulfilling the obligations of the agreement. If they are not then POTLL accepts that there would need to be a guarantee or some other form of security acceptable to CRL acting reasonably (and to POTLL) and if this is provided then CRL will permit the assignment and release POTLL from ongoing obligations. The solicitors will need to agree how to document this both acting reasonably.

These heads of terms are agreed between the parties:

Signed on behalf CRL.....  .....

Date..... *15/08/2018* .....

Signed on behalf POTLL.....

Date.....



PLANNING ACT 2008  
INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)  
RULES 2010

## PROPOSED PORT TERMINAL AT FORMER TILBURY POWER STATION

# TILBURY2

TR030003

### APPENDIX 3: WITHDRAWAL OF OBJECTION BY ANGLIAN WATER

TILBURY2 DOCUMENT REF:  
PoTLL/T2/EX/222 APPENDIX 3



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**From:** Patience Stewart <sPatience@anglianwater.co.uk>  
**Sent:** 14 August 2018 13:10  
**To:** Patience Stewart  
**Subject:** FW:

---

**From:** Taylor Kathryn  
**Sent:** 08 August 2018 15:44  
**To:** Taylor Kathryn  
**Subject:**

---

**From:** Taylor Kathryn  
**Sent:** 08 August 2018 15:40  
**To:** 'tilbury2@pins.gsi.gov.uk'  
**Subject:** Tilbury2 Rule 17 Letter

Tilbury2 Project Team  
National Infrastructure Planning  
Temple Quay House  
2 The Square  
Bristol  
BS1 6PN

Ref **Tilbury2 Project (TR030003)**

Dear Sir/Madam,

**Planning Act 2008 (as amended) and Rule 17 of the Infrastructure Planning  
(Examination Procedure) Rules 2010 (as amended)  
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')**

We are in receipt of the request for further information from the Examining Authority Panel, sent by e mail dated 7 August 2018.

Anglian Water Services can confirm that the wording of Part 8 of the draft DCO (published on 21 November 2017) is acceptable to us and the objection is no longer maintained and the representations can be withdrawn.

Please let us know if you require anything further.

Regards,

Kathryn Taylor

Major Infrastructure Planning Manager

[ktaylor4@anglianwater.co.uk](mailto:ktaylor4@anglianwater.co.uk)



PLANNING ACT 2008  
INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)  
RULES 2010

## PROPOSED PORT TERMINAL AT FORMER TILBURY POWER STATION

# TILBURY2

TR030003

### APPENDIX 4: WITHDRAWAL OF OBJECTION BY CADENT

TILBURY2 DOCUMENT REF:  
PoTLL/T2/EX/222 APPENDIX 4



This matter is being dealt with by  
Abigail Walters

1 Meridian South, Meridian Business Park, Leicester,  
LE19 1WY  
DX 710910 Leicester Meridian  
T +44 (0)116 366 8000

National Infrastructure Planning  
Temple Quay House  
2 The Square  
Bristol  
BS1 6PN

Our ref: .10.975110.19.AW.  
Your ref: TR030003

13 August 2018

By e-mail only

Dear Sir/Madam,

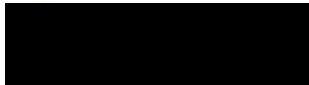
### Tilbury 2 Development Consent Order

We act for Cadent Gas Limited.

In response to your rule 17 letter of 7<sup>th</sup> August 2018, we can confirm that Cadent Gas Limited have agreed protective provisions (as included in the dDCO Revision 5 at Deadline 6) and final versions of related agreements with Port of Tilbury London Limited, which Port of Tilbury London Limited have undertaken to enter into shortly.

In light of the agreements reached between Cadent and Port of Tilbury London Limited, Cadent now withdraw their relevant representation to the above Development Consent Order.

Yours sincerely



**Abigail Walters**

Direct Line: 0116 281 6968  
Direct Fax: 0116 254 5454  
E: [abigail.walters@shma.co.uk](mailto:abigail.walters@shma.co.uk)



PLANNING ACT 2008  
INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)  
RULES 2010

PROPOSED PORT TERMINAL AT  
FORMER TILBURY POWER STATION

**TILBURY2**

TR030003

APPENDIX 5: LETTER FROM MR. COLE ON BEHALF  
OF MR. GOTHARD

TILBURY2 DOCUMENT REF:  
PoTLL/T2/EX/222 APPENDIX 5



**Chelmsford office**

Strutt & Parker  
Coval Hall  
Chelmsford  
Essex  
Telephone 01245 258201



Chelmsford@struttandparker.com  
[struttandparker.com](http://struttandparker.com)

Mr R Ranger  
Case Manager  
The Planning Inspectorate  
National Infrastructure  
Temple Quay House  
Temple Quay  
Bristol  
BS1 6PN

Direct Dial: 01245 254675  
E-Mail: [Peter.cole@struttandparker.com](mailto:Peter.cole@struttandparker.com)  
Our Ref: PC.CS.L.G0313

10<sup>th</sup> August 2018

**Subject to Contract**

Dear Mr Ranger

**Tilbury 2 – Mr A K Gothard**

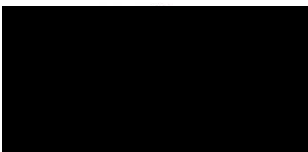
I am writing to you on behalf of Mr Anthony Gothard as his appointed Agents.

Further to our correspondence and discussions with the Port of Tilbury, I can confirm that our client has agreed Heads of Terms to allow the Port of Tilbury to purchase his property (Land Registry Title Number: EX519096) in connection with the proposed development of Tilbury 2. I attach the Title Plan for Title Number: EX519096 as a reference.

I can confirm that solicitors for Mr Gothard have been instructed to document the transaction in accordance with the agreed Heads of Terms.

When contracts have been exchanged we have agreed with the Port of Tilbury to withdraw all objections made on behalf of Mr Gothard and his company to the scheme. Mr Peter Ward of the Port of Tilbury has asked us to write to you to confirm this.

Yours sincerely



**Peter Cole BSc (Hons) MRICS  
Surveyor**

**Enc – Title Plan EX519096**

cc– Peter Ward, Port of Tilbury London Ltd. Via email only to [peter.ward@potll.com](mailto:peter.ward@potll.com)





PLANNING ACT 2008  
INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)  
RULES 2010

## PROPOSED PORT TERMINAL AT FORMER TILBURY POWER STATION

# TILBURY2

TR030003

APPENDIX 6: WITHDRAWAL OF OBJECTION BY  
NGET

TILBURY2 DOCUMENT REF:PoTLL/T2/EX/222  
APPENDIX 6



This matter is being dealt with by  
Abigail Walters

1 Meridian South, Meridian Business Park, Leicester,  
LE19 1WY  
DX 710910 Leicester Meridian  
T +44 (0)116 366 8000

National Infrastructure Planning  
Temple Quay House  
2 The Square  
Bristol  
BS1 6PN

Our ref: .10.975110.19.AW.  
Your ref:TR030003

13 August 2018

By e-mail only

Dear Sir/Madam,

### Tilbury 2 Development Consent Order

We act for National Grid Electricity Transmission Plc.

In response to your rule 17 letter of 7<sup>th</sup> August 2018, we can confirm that National Grid Electricity Transmission Plc have agreed protective provisions (as included in the dDCO Revision 5 at Deadline 6) and final versions of related agreements with Port of Tilbury London Limited, which Port of Tilbury London Limited have undertaken to enter into shortly.

In light of the agreements reached between National Grid and Port of Tilbury London Limited, National Grid now withdraw their relevant representation to the above Development Consent Order.

Yours sincerely



**Abigail Walters**

Direct Line: 0116 281 6968  
Direct Fax: 0116 254 5454  
E: [abigail.walters@shma.co.uk](mailto:abigail.walters@shma.co.uk)



PLANNING ACT 2008  
INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)  
RULES 2010

PROPOSED PORT TERMINAL AT  
FORMER TILBURY POWER STATION

**TILBURY2**

TR030003

APPENDIX 7: LETTER FROM THE CONSERVATORS

TILBURY2 DOCUMENT REF:PoTLL/T2/EX/222 APPENDIX 7



# West Tilbury Commons Conservators

c/o The Old Bakery,  
The Green,  
West Tilbury,  
Essex RM18 8TU

Senojna@outlook.com

Date: 15<sup>th</sup> August 2018

Port of Tilbury London Ltd.,  
Leslie Ford House,  
Tilbury Freeport,  
Tilbury,  
Essex RM18 7EH

Attention: Mr. Peter Ward, Commercial Director

Dear Sirs,

**Ref: Acceptance of land exchange as part of development consent order for a proposed new port terminal – Tilbury 2**

Further to our meeting on 24<sup>th</sup> July 2018, I write on behalf of the West Tilbury Commons Conservators regarding the above development proposal.

The Conservators have agreed to accept as exchange replacement Common land that land which is shown on your plan – "Document Reference Number: PoTLL/T2/127, Title: Port of Tilbury(Expansion) Order 2017, Land Plans – Regulation 5 (2) (i) Sheet 3, Dwg Ref: N:\CAD Team\Tilbury\CAD\DWG\Red Line PlanR23 Dwg. Dated 28.06.18" for the acquisition of part of the West Tilbury Common under the development consent order.

It has been explained to me that the development consent order that will make the exchange land subject to the same rights etc. as the land being acquired and as such, the exchange of land will be subject to the Commons Regulation (West Tilbury) Provisional Order Confirmation Act, 1893.

A number of matters were raised in the Conservators' submittal to the Planning Inspectorate, a copy of which is attached. I confirm that the Conservators are now content in respect of the access and location of the replacement Common land which we consider to be equally as good as the Common land being acquired. It has been demonstrated to us that it is contiguous with the remaining Common land.

In addition, the Conservators are happy to accept your offer to carry out the necessary de-registration and re-registration of the exchanged land.

Further to our discussions I am also happy that, any issues that arise regarding access or

securing of the boundaries during the development and construction phase will be dealt with between us as a separate matter.

Yours faithfully,

A.N. Jones  
Clerk to West Tilbury Commons Conservators