Examining Authority’s Second Written Round of Questions and Requests for Information
Response from Thames Water

Legal Agreement with River Regulators (PLA, EA, MMO)
Doc Ref: APP74.4
EXPLANATORY NOTE

1 PURPOSE OF THE 4-WAY LEGAL AGREEMENT

1.1 Thames Water Utilities Limited ("TW") is currently negotiating with the Environment Agency ("EA"), the Port of London Authority ("PLA"), and the Marine Management Organisation ("MMO"), to secure a legal agreement (the "4-Way Legal Agreement") to sit alongside and complement the protective provisions for the benefit of the EA and PLA (set out at Parts 2 and 3 of Schedule 16 of the draft development consent order ("DCO")), and the deemed marine licence (set out at Schedule 15 of the draft DCO).

1.2 The 4-Way Legal Agreement speaks to the protective provisions for the benefit of the EA and the PLA and the deemed marine licence by incorporating:

1.2.1 Procedures for the approval of detailed work packages under the protective provisions and the deemed marine licence for authorised development in the river and, in the case of the EA, for works within 16 metres of the river wall or other flood defence;

1.2.2 A framework for early co-operation between TW and the EA, PLA, and MMO, (together the "Regulators"), including the submission of a project wide programme to the Regulators and a mechanism for submission of applications for the carrying out of certain works for review by the Regulators prior to the grant of the draft DCO; and

1.2.3 A commitment by the Regulators to collaborate and co-operate in the achievement of their shared and respective statutory objectives in the River Thames.

1.3 By securing such obligations in the 4-Way Legal Agreement, the intention is to facilitate the efficient and timely delivery of the Thames Tideway Tunnel, while ensuring that the 4-Way Legal Agreement does not fetter the discretion of any of the Regulators.

2 CURRENT STATUS OF NEGOTIATIONS

2.1 Negotiations on the 4-Way Legal Agreement are progressing well and TW believe that, with the co-operation of the Regulators, agreement on, and completion of, the 4-way Legal Agreement can be secured prior to the end of the Examination period.

2.2 The draft of the 4-way Legal Agreement submitted to the Examining Authority is the draft that was circulated to the Regulators on 16 December 2013 (with the exception of Paragraph 10 relating to scour, which has since been developed by TW). The EA provided detailed comments on the draft of 16 December 2013 on 6 January 2014. As we have not yet received comments from the PLA and EA, these have not been addressed in the current draft. Our intention is to review comments from the Regulators simultaneously and then circulate a revised draft for their consideration.
2.3 Therefore, while negotiations are progressing well with the Regulators, the draft being submitted by TW to the Examining Authority for 13 January 2014 is not in agreed form with the Regulators. Where there are outstanding issues of importance, square brackets have been added to the text.

Berwin Leighton Paisner LLP

8 January 2014
Application for

THAMES WATER UTILITIES LIMITED (THAMES TIDEWAY TUNNEL) DEVELOPMENT
CONSENT ORDER

LEGALLY BINDING AGREEMENT

BETWEEN

THAMES WATER UTILITIES LIMITED, PORT OF LONDON AUTHORITY,
ENVIRONMENT AGENCY AND MARINE MANAGEMENT ORGANISATION

PARTIES

(1) THAMES WATER UTILITIES LIMITED of [●] (the “Undertaker”).

(2) THE PORT OF LONDON AUTHORITY whose registered office is at [●] (the “Authority”).

(3) THE ENVIRONMENT AGENCY whose principal office is at Horizon House Deanery Road Bristol BS1 5AH (the “Agency”).

(4) THE MARINE MANAGEMENT ORGANISATION whose registered office is at Lancaster House, Monarch Road, Newcastle upon Tyne, NE4 7YH (the “MMO”).

BACKGROUND

(A) The Undertaker has applied for the Thames Water Utilities Limited (Thames Tideway Tunnel) Development Consent Order to authorise the Thames Tideway Tunnel and associated development and ancillary works (together the “Authorised Project”).

(B) The Authority, the Agency and the MMO are the three regulators with functions including responsibility for navigation, conservancy, flood risk management, river works, water resources, pollution, nature conservation and connected matters in the parts of the River that will be affected by the Authorised Project.

(C) The Authority is the statutory harbour authority for the Port of London established under the Port of London Act 1968. The Undertaker intends to seek the insertion in the DCO, as Part 2 of Schedule 16 to the DCO, of protective provisions for the benefit of the Authority. The protective provisions will, among other things, operate in relation to the Authorised Project instead of sections 66 to 72, 74 and 75 of the 1968 Act (which require works in the River to be licensed by the Authority) and will disapply those sections. As respects capital dredging for construction of the Authorised Project (but not maintenance dredging), the protective provisions will also replace and disapply section 73 of the 1968 Act, which requires dredging operations in the River to be licensed by the Authority.

(D) The Agency is an Executive Non-departmental Public Body established under the Environment Act 1995. The Undertaker intends to seek the insertion in the DCO, as Part 3 of Schedule 16 to the DCO, of protective provisions for the benefit of the Agency. The protective provisions will among other things, operate in relation to the Authorised Project instead of section 109 of the Water Resources Act 1991, any drainage byelaws (currently the Thames Region Land Drainage Byelaws 1981) made under section 34 of the Land Drainage Act 1976, and will disapply those provisions.
and section of the 5 Metropolitan Management (Thames River Prevention of Floods) Amendment Act 1879.

(E) The MMO is an Executive Non-departmental Public Body established under the Marine and Coastal Access Act 2009. Article 49 of the DCO provides for the deemed issue to the Undertaker of the Deemed Marine Licence under Part 4 (marine licensing) of the 2009 Act. Schedule 15 to the DCO sets out the terms of the proposed deemed marine licence, which will provide for the MMO’s regulation of the Authorised Project.

(F) The Regulators each made formal representations about the DCO.

(G) The Undertaker has agreed to accommodate relevant parts of the Regulators’ representations by seeking the amendments of the DCO referred to in this Agreement, and entering into this Agreement. The Regulators’ agreement to being party to this Agreement is given in consideration of the Undertaker doing these things.

(H) Detailed provision concerning resource is being agreed separately between the Undertaker and each Regulator.

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the following terms (arranged in alphabetical order) shall have the following meanings:

the “1968 Act” means the Port of London Act 1968;

the “2008 Act” means the Planning Act 2008;

the “2009 Act” means the Marine and Coastal Access Act 2009;

“Ancillary Works” means the ancillary works described in Part 2 of Schedule 1 to the DCO;

the “Authorised Development” means the Authorised Project and any other development authorised by the DCO, which is development within the meaning of Section 32 of the Planning Act 2008;

the “Authorised Project” means the Scheduled Works and the Ancillary Works;

“Commissioning” means [●];

“DCO” means the Thames Water Utilities Limited (Thames Tideway Tunnel) Development Consent Order in the form in which it was applied for on 15th February 2013 (application ref no. WW010001) as modified by the following modifications for which the Undertaker has applied: [●];

“DCO Limits” means the Order limits as defined in article 2(1) of the DCO;

“Deemed Marine Licence” means the marine licence set out in Schedule A2 to this Agreement (proposed to be deemed by article 49 of the DCO to have been issued by the MMO to the Undertaker and included in the DCO as Schedule 15);
"Drainage Work" means any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring or flood storage capacity;

"Detailed Submission Programme" means a programme setting out the anticipated dates for submissions of the detailed design of the Scheduled Works pursuant to Clause 6.1 including any proposals for the phasing and packaging of submissions in respect of any Site or Sites.

"Authorised Development Flood Defence Work" means so much of any permanent or temporary work or operation excluding works of maintenance authorised by the DCO as is in, on, under, over a water course or Drainage Works or within 16 metres of a Drainage Work or is otherwise likely to:

(a) affect any Drainage Works or the volumetric rate of flow of water in or flowing to or from any Drainage Works; or

(b) affect the flow, purity or quality of water in any watercourse or other surface waters or ground water; or

(c) cause obstruction to the free passage of fish or damage to any fishery; or

(d) affect the conservation, distribution or use of water resources; or

(e) affect the conservation value of the watercourse and habitats in its immediate vicinity.

"HBMCE" means the Heritage Buildings and Monuments Commission for England;

"Licensable Activity" means any activity as referred to in Section 66 (1) of the 2009 Act and forming part of or related to the Authorised Project but excluding any such works authorised pursuant to the application of the Marine Licence (Exempted Activities) Order 2011.

"Mean High Water Level" means the level that is half way between mean high water springs and mean high water neaps;

"Method Statements" means, in respect of any detailed submission for approval of Scheduled Works, method statements setting out the timing of and methods used, sequence of construction and the type, location and storage of all machinery, materials and fuel;

"Permanent Works" means any work or structure forming part of the Authorised Development that is required for the construction and operation of the Authorised Project that is on, in, under or over the surface of the land below the level of mean high water springs forming part of the river;

"Piling Method Statements" means, in respect of any detailed submission for approval of any Scheduled Works, piling method statements specifying the type of piling technique proposed, justification of chosen method, mitigation measures and timing of piling works;

"Plans and Sections" includes sections, elevations, drawings, specifications, programmes, calculations, Method Statements, Piling Method Statements, assessments of navigational risk and hydraulic information relating to the construction, carrying out, operation and, where appropriate, removal of any Tidal Work, Authorised Development Flood Defence Work or Licensable Activity;
“Project Wide Work Programme” means the programme so titled and set out in Appendix A1 to this Agreement, and any updated programme submitted further to Clause 4.1 indicating the programme and sequence of the works and operations comprising the construction of the Authorised Project across the entirety of the Order Limits, as projected at the date of this Agreement or, in respect of any updated programmes, at the date of submission of the relevant updated programme;

“Protective Provisions” means the protective provisions for the protection of the Authority set out in Schedule AA1 to this Agreement (which are to be sought to be included in the DCO as Part 2 of Schedule 16) and the protective provisions for the protection of the Agency set out in Schedule A1 to this Agreement (which are to be sought to be included in the DCO as Part 3 of Schedule 16);

“Regulators” means the Authority, the Agency and the MMO collectively;

“Removal Works” means the removal of any Temporary Works and for the avoidance of doubt shall include the reinstatement of the foreshore and the making good of the Site to the reasonable satisfaction of each of the Regulators;

“River” means so much of the river Thames, the Thames estuary, rivers, streams, creeks, watercourses, channels, harbours, docks and places and the sea as is within the Authority’s limits described in Schedule 1 to the 1968 Act;

“Scheduled Works” means all those works set out in Schedule 1 to this Agreement;

“Sites” means Putney Embankment Foreshore, Carnwath Road Riverside, Dormay Street, Cremorne Wharf Depot, Chelsea Embankment Foreshore, Kirtling Street, Heathwall Pumping Station, Albert Embankment Foreshore, Victoria Embankment Foreshore, Blackfriars Bridge Foreshore, Chambers Wharf, Greenwich Pumping Station and King Edward Memorial Park Foreshore or any of them;

“Strategic Working Group” means the group to be established and operated in accordance with Clause 5 and as described in Schedule 2;

“Supporting Information” means any additional information required by any of the Regulators as set out in Schedule 3;

[“Scour and Accretion Monitoring and Mitigation Plan” means a plan in respect of each Scheduled Work, prepared in accordance with the Scour and Accretion Monitoring and Mitigation Strategy, in order to ascertain how the relevant part of the River and Drainage Works being surveyed may be affected by any sedimentation or scouring arising from the construction of the Scheduled Works if they were to be constructed, for the purposes of establishing the condition of the River and the [Drainage Works] at the time the survey is carried out;]

“Scour and Accretion Monitoring and Mitigation Strategy” means the document called Scour and accretion monitoring and mitigation strategy for temporary and permanent works in the Foreshore, Document Reference APP03.05.02, and appended to this document at Appendix 1; ]

“Survey Trigger Levels” means levels which are applied to determine the need for increased frequency of monitoring (once first detected) and potentially the need for mitigation measures;
“Temporary Works” means any work or structure forming part of the Authorised Development that is not required for the operation of the Authorised Project that is on, in, under or over the surface of the land below the level of mean high water springs forming part of the River but for the avoidance of doubt shall not include any works for the protection of scour provided further to Clause 10;

“Tidal Work” means so much of the Authorised Project as is, or may be, on, in, under or over the surface of land below mean high water level forming part of the River,

including:

(a) any projection over the River outside the DCO Limits by booms, cranes and similar plant or machinery, whether or not they are situated within the DCO Limits;

(b) the placing and maintenance on, in over or under any part of the River of apparatus, plant or equipment; and

(c) any such work or operation (including any suspension or extinguishment of public rights of navigation under article 46) that affects the River or any function of the Authority, whether or not that work or operation is in, over or under the River;

but does not include maintenance dredging.

“Working Days” means a day other than a Saturday or Sunday or public holiday in England.

1.2 The clause headings in this Agreement are for convenience only and do not form part of the Agreement.

1.3 References to clauses, schedules, or recitals shall (unless the context otherwise requires) be references to clauses and schedules or recitals in this Agreement.

1.4 References to the singular shall include the plural and vice versa.

1.5 Unless otherwise provided in this Agreement, words and expressions defined in the DCO have the same respective meanings.

2 COMMENCEMENT

[This Agreement has effect on and from its date save for Clauses 8, 10 and 12 and 13 and 13 which shall have effect from the date of the grant of the DCO – for discussion.]

2A PROTECTIVE PROVISIONS: AMENDMENT OF DCO

2A.1 The Undertaker will at the earliest opportunity seek the amendment of the DCO to include the Protective Provisions and other amendments formally agreed by the Authority and the Agency in Schedule 16 to the DCO.

2A.2 In consideration of the Undertaker:

(a) entering into this Agreement; and

(b) complying with clause 2A.1;
[the EA and the PLA will withdraw their respective representations to the DCO so far as relating to the subject-matter of this Agreement, but this does not prevent any Regulator from appearing at a hearing or making submissions to the Examining Authority or the Secretary of State in support of the Protective Provisions (and so far as relevant this Agreement).]

2A.3 Upon being satisfied with the Deemed Marine Licence as proposed by the Undertaker and submitted to the Examining Authority or the Secretary of State the MMO shall withdraw its representation to the DCO so far as relating to the subject-matter of this Agreement, but this does not prevent the MMO from appearing at a hearing or making submissions to the Examining Authority or the Secretary of State in support of the Deemed Marine Licence.

3 OPERATION OF THIS AGREEMENT AND THE PROTECTIVE PROVISIONS

3.1 The Protective Provisions in favour of the Authority will, among other things, operate in relation to the Authorised Project instead of sections 66 to 72, 74 and 75 of the 1968 Act (which require works in the River to be licensed by the Authority) and will disapply those sections. As respects capital dredging for construction of the Authorised Project (but not maintenance dredging), the Protective Provisions will also replace and disapply section 73 of the 1968 Act, which requires dredging operations in the River to be licensed by the Authority.


3.3 Article 49 of the DCO provides for the deemed issue to the Undertaker of the Deemed Marine Licence under Part 4 (marine licensing) of the 2009 Act as set out in Schedule 15 to the DCO, which will provide for the MMO’s regulation of the Authorised Project.

3.4 The Undertaker covenants to the Authority, the Agency and the MMO that it will observe the terms of the Protective Provisions and the Deemed Marine Licence.

3.5 In the event of any conflict between any of the terms of

(a) this Agreement; and

(b) any Protective Provision or the Deemed Marine Licence;

then unless the parties to this Agreement otherwise agree the terms of the Protective Provisions and the Deemed Marine Licence shall apply.

3.6 Nothing in this Agreement shall be taken to, or shall operate so as to, fetter or prejudice the statutory rights powers discretions and responsibilities of any party to this Agreement.

3.7 By entering into this Agreement, the parties acknowledge that this Agreement is enforceable by or against the Undertaker, the Regulators or any of them and all of their statutory successors in title.
4 PROJECT WIDE WORK PROGRAMME

4.1 On the date 3 months from the date of this Agreement and every 3 months thereafter, the Undertaker shall submit to the Regulators either:

4.1.1 an updated Project Wide Work Programme [detail of Project Wide Programme to be agreed]; or

4.1.2 a statement confirming that there are no updates to the Project Wide Work Programme.

4.2 Clause 4.1 shall cease to have effect when the Undertaker serves written notice on the Regulators that there will be no further updates to the Project Wide Work Programme, such notice to be served at the Undertaker’s discretion.

4.3 Subject to Clause 4.2, on establishment of the Strategic Working Group under Clause 5, the Undertaker shall provide an updated Project Wide Work Programme or a statement confirming that there are no updates to the Project Wide Work Programme to the Strategic Working Group in addition to the information set out in Schedule 2.

5 STRATEGIC WORKING GROUP

5.1 The Undertaker shall establish the Strategic Working Group to come into operation in April 2014 or such later date as may be agreed between the Undertaker and the Regulators and the Undertaker shall thereafter use reasonable endeavours to observe and perform the obligations on its part contained in Schedule 2.

5.2 The Regulators covenant with the Undertaker that once the Strategic Working Group is established they will use reasonable endeavours to observe and perform the obligations on their parts contained in Schedule 2.

6 THE DETAILED SUBMISSION PROGRAMME

6.1 The Undertaker shall prior to any submission made pursuant to Clause 8.1 on any Site or Sites submit the Detailed Submission Programme together with any Supporting Information as specified in Paragraph 1 of Schedule 3 by way of information to each of the Regulators in respect of that Site or Sites.

6.2 [Within [21] Working Days of receiving the Detailed Submission Programme for any Site, each of the Regulators may submit comments to the Undertaker for its consideration.

6.3 The Undertaker shall take account of any comments received by any of the Regulators in its submission of information for approval of the detailed design of the Scheduled Works pursuant to Condition [●] attached to the Deemed Marine Licence, paragraph [●] of the protective provisions for the benefit of the Agency and paragraph [●] of the protective provisions for the benefit of the Authority, and in accordance with the process set out in Clause 8 of this Agreement.]

7 [SUBMISSION OF INFORMATION FOR EARLY CONSIDERATION OF DETAILED DESIGN OF SCHEDULED WORKS PRIOR TO THE GRANT OF THE DCO

7.1 Prior to the making of the DCO the Undertaker may submit to any Regulator any proposed application for approval or consent which is to be required by the
Protective Provisions [or any other provision of the DCO], such proposed application to be accompanied by the relevant Supporting Information.

7.2 Each Regulator will consider any proposed application submitted to it under paragraph 7.1 and shall provide the Undertaker with an indication of its likely decision and the timeframe for making such a decision under Clause 8 in the event of an application under the DCO being made in the same terms.

7.3 Paragraph [●] of the protective provisions for the benefit of the Authority, paragraphs [●] and [●] of the protective provisions for the benefit of the Agency, condition [●] of the Deemed Marine Licence and clause 8 of, and Schedule 3 to, this Agreement shall be deemed to apply to any submission under paragraph 7.1 PROVIDED that the time limits in those provisions shall not apply but each Regulator shall nonetheless use reasonable endeavours to provide an indication of its likely decision under Clause 7.2 as soon as possible.]

8 SUBMISSION OF INFORMATION FOR APPROVAL OF DETAILED DESIGN OF SCHEDULED WORKS UNDER THE PROTECTIVE PROVISIONS AND LICENSABLE ACTIVITIES UNDER THE DEEMED MARINE LICENCE

8.1 [When the Undertaker makes any application for approval under paragraph [●] of the protective provisions for the benefit of the Authority, paragraphs [●] and [●] of the protective provisions for the benefit of the Agency, condition [●] of the Deemed Marine Licence (an “Application”) it shall submit to the Regulator concerned:

8.1.1 in the case of an Application relating to the construction of a Scheduled Work or operation, including the exercise of article 46, details of the Scheduled Work, operation or exercise to which the Application relates including:

(a) Plans and Sections; and

(b) Supporting Information; and

8.1.2 in the case of an Application relating to Removal Works or any related operation, including the exercise of article 46, details of the Removal Work, operation or exercise to which the Application relates including:

(a) Plans and Sections; and

(b) Supporting Information.

8.2 Subject to Clauses 8.3 and 8.8, an Application shall be deemed to have been refused if it is neither given nor refused:

8.2.1 within 35 Working Days of the specified day; or

8.2.2 by the date specified in a notice under Clause 8.9;

whichever is the later; or

8.2.3 within such other period as may be agreed in writing by the Undertaker and the Regulator concerned.]

8.3 An approval of an Application shall not be deemed to have been unreasonably withheld if approval within the time limited by Clause 8.2 has not been given pending the outcome of any consultation on the approval in question that the
Regulator concerned is obliged to carry out in the proper exercise of its statutory functions.

8.4 [The Regulators shall notify the Undertaker as soon as reasonably practicable if they become aware of any inconsistency between approvals to be granted by any of the Regulators or any differences of opinions between Regulators.]

8.5 It shall be the responsibility of the Undertaker to resolve any differences of opinions between the Regulators and any inconsistencies between any approvals to be granted under this Clause.

8.6 In the event of any approval given by a Regulator in relation to an Application resulting in any conflicting or inconsistent requirements being imposed on the Undertaker, the Undertaker shall attempt to reconcile the affected approvals and, if it fails to do so, shall:

(a) arrange a meeting with the Regulators on not less than 14 Working Days’ notice;

(b) provide an agenda for the meeting not less than 10 Working Days prior to the date of the meeting and particulars of the matters;

(c) provide such further particulars as the Regulators reasonably require not less than 7 Working Days prior to the meeting taking place further to Clause 8.6 (a); and

(d) provide details of the Undertaker’s proposed reconciliation of the approvals;

(e) if any request for information is outstanding, provide it to the requesting Regulator not less than 7 Working Days before the meeting; and

(f) provide any other further reasonable assistance that the Regulators require in order to fully participate in the meeting arranged under Clause 8.6 (a).

8.7 The Regulators shall use reasonable endeavours to attend any meeting convened pursuant to this Clause d but failure to attend by any of the Regulators shall not prevent such a meeting taking place.

8.8 In the event that:

(a) a Regulator refuses an Application; or

(b) a Regulator grants an approval for an Application subject to conditions that the Undertaker reasonably considers unreasonable; or

(c) there is a deemed refusal further to Clause 8.2; or

(d) there is a failure to resolve any inconsistencies or differences of opinion identified under Clauses 8.4 after reasonable endeavours have been taken by all parties in accordance with Clause 8.6;

the Undertaker or the relevant Regulator may refer the matter to dispute resolution in accordance with Clause 13 of this Agreement.

8.9 If by reason of:
8.9.1 the number or complexity of any of the Applications anticipated or made by the Undertaker to a Regulator; or

8.9.2 a consultation on the Application in question that the Regulator concerned is obliged to carry out in the proper exercise of its statutory functions as identified further to Clause 8.3,

the Regulator (acting reasonably) cannot, while continuing to perform its statutory functions without interruption, comply with any time limit for which its protective provisions or condition to deemed marine licence provides, the Regulator will notify the Undertaker in writing.

8.10 A notice given under Clause 8.9 shall include the Regulator’s reasonable estimate of the time required for it to deal with any Application that is then outstanding, such an estimate not exceeding 35 Working Days from the specified day.

8.11 Further to a notice given under Clause 8.9, the Undertaker may provide:

8.11.1 details of the Undertaker's priorities for dealing with Applications;

8.11.2 a programme of expected future Applications, including details of their number, complexity and order of priority if not previously provided.

8.12 Each Regulator shall, to the extent consistent with its continuing to perform its statutory functions without interruption, use its reasonable endeavours to adhere to any time estimate given under Clause 8.10 and any such estimate shall replace the specified time limits that would otherwise apply to the application to which the estimate relates.

8.13 [In this Clause “the specified day” means, in relation to any Scheduled Work:

8.13.1 the first Working Day on which Plans and Sections of that work, together with any Supporting Information, are initially received by the relevant Regulators under Clause 8.1; or

8.13.2 the first Working Day on which the Regulator gives notice pursuant to Clause 8.10 that the Regulator (acting reasonably) cannot comply with any time limit for which this Clause provides for the reasons set out in Clause 8.10.

whichever is the later.]

9 CO-OPERATION PROTOCOL

9.1 In exercising their rights and obligations pursuant to:-

(a) the terms of this Agreement; or

(b) any Protective Provision: or

(c) any condition of the Deemed Marine Licence; or

(d) [the discharge of any Requirement]

[the Regulators and each of them shall (without prejudice to the Undertaker's duties in seeking the approvals referred to in Clause 7 above) use reasonable endeavours to collaborate and co-operate in the
9.2 In particular, pursuant to the obligation of the Regulators referred to in Clause 9.1 above the Regulators (or the relevant Regulator) agree as follows:

(a) In granting approvals under the DCO, including the imposition of conditions or the discharge of any conditions of the Deemed Marine Licence, the MMO will consult HBMCE at its discretion, with the exception of requirements affecting the historic environment in the foreshore where it will consult with the HBMCE, and shall either convey the views of the HMBCE to the other Regulators directly or convey those views to the Undertaker who shall give notice of them to the other Regulators.

(b) In exercising their powers of inspection pursuant to the Protective Provisions and the Deemed Marine Licence the Regulator seeking to exercise such shall consider any reasonable request by the Undertaker to collaborate or conjoin inspection visits required by other Regulators to the Authorised Project to minimise interruption or other disruption of the Authorised Project.

(c) Where:

(i) consent for emergency maintenance dredging is granted subject to conditions imposed by the Authority pursuant to Paragraph [●] of the protective provisions for the benefit of the Authority; or

(ii) consent is sought from any of the Regulators under their respective statutory regimes for consent or licence to undertake dredging which is not associated with Scheduled Works;

the Regulators agree to a practice of consultation, co-operation and information sharing.

(d) [In considering the methodology and programme for Removal Works pursuant to Clause 8.1.2, each Regulator shall notify the Undertaker as soon as reasonably practicable if they become aware of any inconsistency between approvals to be granted by any of the Regulators or any differences of opinions between the Regulators.]

(e) In exercising their respective powers to require the Undertaker to undertake:

(i) Remedial action in the event of a breach pursuant to paragraphs 11 or 15 of the protective provisions of the Authority, paragraph 9 of the protective provisions in favour of the Agency, or condition 3 of the conditions to be attached to the deemed marine licence in favour of the MMO; or

(ii) Removal of any pile, stump or other obstruction to navigation or any abandoned or decayed work pursuant to paragraph 12 of the protective provisions for the benefit of the Authority; or

(iii) Repair or restoration of any Drainage Work pursuant to paragraphs 6 and 8 of the protective provisions for the benefit of the Agency; or
(iv) The installation of navigational lights, signals, radar or other apparatus or otherwise complying with any directions of the Harbour Master pursuant to paragraph 23 of the protective provisions for the benefit of the Authority; or

(v) Remedial action for the protection of the fishery pursuant to paragraph 10 of the protective provisions for the benefit of the Agency or any additional measures taken to prevent or mitigate environmental impacts over and above those anticipated by the environmental statement as certified pursuant to article 53 of the DCO;

each Regulator will consider the need for consent (if any) from the other Regulators pursuant to their statutory regimes in order to fulfil any such requirement and any objections or conflicting conditions which those other Regulators may wish to impose on any necessary consents of the other Regulators (whether notified to them directly or through the Undertaker) with a view to avoiding any breach of consent or other conflict caused by the Undertaker in seeking to comply with such requirements.

10 **SCOUR AND ACCRETION MONITORING AND MITIGATION**

The scour and accretion monitoring and mitigation strategy for temporary and permanent works in the foreshore [document reference APP03.05.01] has not been agreed by the Regulators. It is agreed between TW and the Regulators that the strategy will be subject to their approval and the process for such approval will be under this Agreement. The detail of such a process is still to be agreed. This is a new proposal and has not been commented on by any of the Regulators, who are currently considering their position generally in relation to scour.

10.1 [As noted in DML condition 11, the packages for approval pursuant to clause 8 will be accompanied by a works package-specific scour monitoring an mitigation plan. This would be based on the revised Scour and Accretion Monitoring and Mitigation Strategy. On the basis that the Regulators cannot agree the draft Strategy before the close of the Examination, the procedures for agreeing this will be contained in this agreement. This would need to be an early item for agreement by the parties under this Agreement (i.e. before the grant of the DCO) and would be based on such principles deriving from the current draft which can be agreed at this stage and included within the agreement. We suggested further discussion on this point at the next joint legal meeting.]

11 **INDEMNITY AND COSTS**

11.1 [Any limitation on the extent of the liability of the undertaker under [paragraph [●] relating to costs] and [paragraph [●] relating to indemnities] of the protective provisions for the benefit of the Agency and [paragraph [●] relating to costs] and [paragraph [●] relating to indemnities] for the benefit of the Authority shall be subject to any agreement between the undertaker and the respective Regulator in that respect, and compliance by all of the Regulators with this Agreement will be conditional upon the Undertaker entering into separate agreements with each Regulator dealing with costs and indemnities for liabilities (where relevant)].

12 **ASSIGNMENT**

[We note the points raised relating to assignment and are currently considering this issue internally].
DISPUTE RESOLUTION

13.1 Any dispute arising between the Undertaker and the Authority, Agency or MMO in respect of:

(a) an approval under paragraph [●] and paragraph [●] of the protective provisions for the benefit of the Authority, paragraph [●] of the protective provisions for the benefit of the Agency and condition [●] of the Deemed Marine Licence; or

(b) any clause of this Agreement;

shall be resolved in accordance with Clauses 13.2 and 13.3 of this Agreement.

13.2 In the event of any dispute arising under Clause 13.1, a meeting shall first be held between the Undertaker and the relevant Regulator within [7] days after the written notification by the Undertaker or the relevant Regulator that they consider a dispute under Clause 13.1 to have arisen, such meeting to be attended by a Senior Executive from both the Undertaker and the relevant Regulator, unless the Undertaker and the relevant Regulator agree to initiate the process under Clause 13.4.

13.3 At any meeting under Clause 13.2, the Senior Executives shall use their reasonable endeavours to resolve the dispute arising under Clause 13.1.

13.4 If the meeting between Senior Executives fails to result in a settlement within [7] days of the date of the meeting held under Clause 13.2 (or if it is not possible to convene a meeting), the matter shall be determined pursuant to Article 53 of the DCO.

Delivered as a deed on the date of this document.
## Schedule 1
### Scheduled Works

### Putney Embankment Foreshore

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial demolition of existing river wall and construction of new river wall</td>
<td>5c(ii)</td>
</tr>
<tr>
<td>Construction of cofferdam</td>
<td>5c(i)</td>
</tr>
<tr>
<td>Construction of campshed (assume there is the potential to effect flood</td>
<td>5c(i)</td>
</tr>
<tr>
<td>Construction of scour protection works</td>
<td>5c(ii)</td>
</tr>
<tr>
<td>Construction of new CSO apron</td>
<td>5c(ii)</td>
</tr>
<tr>
<td>Removal of existing CSO apron</td>
<td>5c(iii)</td>
</tr>
<tr>
<td>Works to provide a replacement temporary slipway, including works to</td>
<td>5d</td>
</tr>
<tr>
<td>strengthen or support the existing river wall to the landward of the</td>
<td></td>
</tr>
<tr>
<td>temporary slipway, demolition of part of the existing river wall and slipway</td>
<td></td>
</tr>
<tr>
<td>and construction of the temporary public slipway and its subsequent</td>
<td></td>
</tr>
<tr>
<td>removal and reinstatement of land</td>
<td></td>
</tr>
<tr>
<td>Works for the protection and reinstatement of public drawdock/slipway</td>
<td>5c(xi)</td>
</tr>
<tr>
<td>Temporary relocation of existing houseboat to the west of the existing Putney</td>
<td></td>
</tr>
<tr>
<td>Pier including provision of associated mooring and access</td>
<td>5c(xiii)</td>
</tr>
<tr>
<td>Construction of the connection culvert between the interception chamber</td>
<td>5c(iv)</td>
</tr>
<tr>
<td>foreshore structure and the drop shaft foreshore structure</td>
<td></td>
</tr>
<tr>
<td>Dredging associated with construction of cofferdam, campshed, scour</td>
<td>5c(i)</td>
</tr>
<tr>
<td>protection, CSO apron and temporary slipway</td>
<td></td>
</tr>
</tbody>
</table>

### Carnwath Road Riverside

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strengthening and alteration of existing river wall to the south of Whiffin</td>
<td>6b(iii)</td>
</tr>
<tr>
<td>Wharf, and</td>
<td></td>
</tr>
<tr>
<td>Strengthening or replacing the existing river wall to the south of Hurlingham</td>
<td>6b(iii)</td>
</tr>
<tr>
<td>Wharf and Carnwath Road Industrial Estate</td>
<td></td>
</tr>
<tr>
<td>Scheduled Work</td>
<td>Part of Work No.</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Construction of campshed against river wall (assume there is the potential to effect flood protection works)</td>
<td>6b(iv)</td>
</tr>
<tr>
<td>Alternative: Construction of temporary jetty with campshed against the jetty</td>
<td>6b(iv)</td>
</tr>
<tr>
<td>Dredging associated with construction of campshed</td>
<td>6b(iv)</td>
</tr>
</tbody>
</table>

**Dormay Street**

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strengthening and alteration of the existing river wall to the south of Bell Lane Creek</td>
<td>8b(ii)</td>
</tr>
<tr>
<td>Works to protect and/or strengthen the river wall on the north side of Bell Lane Creek</td>
<td>8b(ii)</td>
</tr>
</tbody>
</table>

**Cremorne Wharf Depot**

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction of campshed (assume there is the potential to effect flood protection works)</td>
<td>11c(ii)</td>
</tr>
<tr>
<td>Renovation of existing campshed (assume there is the potential to effect flood protection works)</td>
<td>11c(ii)</td>
</tr>
<tr>
<td>Dredging associated with construction of campshed</td>
<td>11c(ii)</td>
</tr>
</tbody>
</table>

**Chelsea Embankment Foreshore**

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial demolition of existing river wall and construction of new river wall including connection to and alteration of the existing river wall</td>
<td>12c(i)</td>
</tr>
<tr>
<td>Construction of cofferdam</td>
<td>12c(iii)</td>
</tr>
</tbody>
</table>
### Scheduled Work

| Construction of campshed (assume there is the potential to effect flood protection works) | 12c(iii) |
| Construction of scour protection works | 12c(i) |
| Construction of new CSO apron | 12c(i) |
| Removal of existing CSO apron | 12c(ii) |
| Dredging associated with construction of cofferdam, campshed and CSO apron |

### Kirtling Street

| Works to protect or strengthen the existing river wall | 13b(iii) |
| Construction of temporary jetty | 13b(iii) |
| Dredging associated with berthing barges at the jetty. | 13b(iii) |

### Heathwall Pumping Station

| Works to protect or strengthen the existing river wall to the east and west of Work No. 14(c)(i) and the existing Middle Wharf jetty | 14c(ii) |
| Partial demolition of existing river wall and construction of new river wall including connection to and alteration of the existing river wall | 14c(ii) |
| Construction of cofferdam | 14c(i) |
| Construction of campshed (assume there is the potential to effect flood protection works) | 14c(i) |
| Construction of scour protection works | 14c(ii) |
| Construction of new CSO apron | 14c(ii) |
| Temporary relocation of the Battersea Barge to the west including provision of associated mooring and access | 14c(vii) |
| Dredging associated with construction of cofferdam, campshed, scour protection and CSO apron | 14c(i) |
### Albert Embankment Foreshore

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial demolition of existing river wall and construction of new river wall</td>
<td>15c(i)</td>
</tr>
<tr>
<td>including connection to and alteration of the existing river wall for the</td>
<td></td>
</tr>
<tr>
<td>interception chamber foreshore structure</td>
<td></td>
</tr>
<tr>
<td>Works to protect and strengthen the existing slipway and existing river wall</td>
<td>15c(ii)</td>
</tr>
<tr>
<td>partial demolition of existing river wall and construction of new river wall</td>
<td>15c(iii)</td>
</tr>
<tr>
<td>including connection to and alteration of the existing river wall for the</td>
<td></td>
</tr>
<tr>
<td>drop shaft foreshore structure</td>
<td></td>
</tr>
<tr>
<td>Construction of cofferdam and temporary ramp for the interception chamber</td>
<td>15c(v)</td>
</tr>
<tr>
<td>foreshore structure</td>
<td></td>
</tr>
<tr>
<td>Construction of cofferdam for the drop shaft foreshore structure</td>
<td>15c(vi)</td>
</tr>
<tr>
<td>Construction of campshed for the interception chamber foreshore structure</td>
<td>15c(v)</td>
</tr>
<tr>
<td>(assume there is the potential to effect flood protection works)</td>
<td></td>
</tr>
<tr>
<td>Construction of campshed for the drop shaft foreshore structure (assume there</td>
<td>15c(vi)</td>
</tr>
<tr>
<td>is the potential to effect flood protection works)</td>
<td></td>
</tr>
<tr>
<td>Construction of scour protection works to the interception chamber foreshore</td>
<td>15c(i)</td>
</tr>
<tr>
<td>structure</td>
<td></td>
</tr>
<tr>
<td>Construction of scour protection works to the drop shaft foreshore structure</td>
<td>15c(iii)</td>
</tr>
<tr>
<td>Construction of new CSO apron</td>
<td>15c(i)</td>
</tr>
<tr>
<td>Removal of existing CSO aprons and overflow structures</td>
<td>15c(iv)</td>
</tr>
<tr>
<td>Removal of existing timber dolphins and posts</td>
<td>15c(iv)</td>
</tr>
<tr>
<td>Construction of the connection culvert between the interception chamber and</td>
<td>15c(vii)</td>
</tr>
<tr>
<td>the drop shaft</td>
<td></td>
</tr>
<tr>
<td>Dredging associated with construction of cofferdam, campshed, scour</td>
<td>15c(v)</td>
</tr>
<tr>
<td>protection and CSO apron for the interception chamber foreshore structure</td>
<td></td>
</tr>
<tr>
<td>Dredging associated with construction of cofferdam, campshed and scour</td>
<td>15c(vi)</td>
</tr>
<tr>
<td>protection for the drop shaft foreshore structure</td>
<td></td>
</tr>
</tbody>
</table>
### Victoria Embankment Foreshore

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial demolition of existing listed river wall and construction of new river wall including connection to and alteration of the existing river wall</td>
<td>16c(ii)</td>
</tr>
<tr>
<td>Construction of cofferdam</td>
<td>16c(i)</td>
</tr>
<tr>
<td>Construction of campshed (assume there is the potential to effect flood protection works)</td>
<td>16c(i)</td>
</tr>
<tr>
<td>Construction of scour protection works</td>
<td>16c(ii)</td>
</tr>
<tr>
<td>Construction of new CSO apron</td>
<td>16c(ii)</td>
</tr>
<tr>
<td>Removal of existing mooring for the Tattershall Castle attached to listed wall (and associated access ramps), temporary relocation of the existing mooring (ramped over listed wall) to the south and use of the temporary mooring, and the construction and use of a new permanent mooring for a permanently moored vessel ramped over listed wall and means of access for both including access brows, bank seats and gangways</td>
<td>16c(xi)</td>
</tr>
<tr>
<td>Temporary removal and then reinstatement of the service mooring/service pontoon to the south of the junction of Victoria Embankment and Horse Guards Avenue</td>
<td>16c(xii)</td>
</tr>
<tr>
<td>Permanent removal of service mooring/service pontoon to the north of the junction of Victoria Embankment and Horse Guards Avenue</td>
<td>16c(xiii)</td>
</tr>
</tbody>
</table>

### Blackfriars Bridge Foreshore

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of section of wall to the north of Work No. 17b(i) and construction of pedestrian gate for emergency services access to the relocated pier</td>
<td>17b(ii)</td>
</tr>
<tr>
<td>Partial demolition of existing listed and non-listed river wall and construction of new river wall including connection to and alteration of the existing river wall</td>
<td>17b(iv)</td>
</tr>
<tr>
<td>Construction of cofferdam</td>
<td>17b(iii)</td>
</tr>
<tr>
<td>Construction of scour protection works</td>
<td>17b(iv)</td>
</tr>
<tr>
<td>Construction of new CSO apron</td>
<td>17b(iv)</td>
</tr>
</tbody>
</table>
### Scheduled Work

<table>
<thead>
<tr>
<th>Work Description</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of existing mooring for the President including pontoon and means of access over listed river wall, including access brows, bank seats and gangways, and subsequent reinstatement after construction of Work Nos. 17a and 17b, and modification to the mooring at Chrysanthemum Pier to accommodate temporary mooring of the President</td>
<td>17b(vii)</td>
</tr>
<tr>
<td>Demolition of the existing Blackfriars Millennium Pier (including associated ramps, steps, and offices adjacent to the Pier) and relocation to the east of Blackfriars Bridge, including construction of a river piled wall, a new pontoon and means of access including access brows, bank seats and gangways</td>
<td>17b(i)</td>
</tr>
<tr>
<td>Dredging associated with construction of cofferdam and CSO apron</td>
<td>17b(iii)</td>
</tr>
<tr>
<td>Dredging for the relocated Blackfriars Millennium Pier</td>
<td></td>
</tr>
</tbody>
</table>

### Chambers Wharf

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition of existing river wall and construction of new river wall and flood defence wall</td>
<td>19b(i)</td>
</tr>
<tr>
<td>Works to replace, protect, or strengthen the existing river wall to the west of Fountain Green Square, and ground preparation works including land remediation</td>
<td>19b(i)</td>
</tr>
<tr>
<td>Construction of cofferdam including fluvial training walls</td>
<td>19b(i)</td>
</tr>
<tr>
<td>Demolition of part of existing jetty</td>
<td>19b(i)</td>
</tr>
<tr>
<td>Dredging associated with construction of cofferdam</td>
<td>19b(i)</td>
</tr>
</tbody>
</table>

### Greenwich Pumping Station

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Works to protect or strengthen the existing river wall</td>
<td>23b(i)</td>
</tr>
</tbody>
</table>
### King Edward Memorial Park Foreshore

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partial demolition of existing river wall and construction of new river wall including connection to and alteration of the existing river wall</td>
<td>24b(iv)</td>
</tr>
<tr>
<td>Works to protect or strengthen the existing river wall</td>
<td>24b(v)</td>
</tr>
<tr>
<td>Construction of cofferdam including fluvial training walls</td>
<td>24b(ii)</td>
</tr>
<tr>
<td>Construct of campshed (assume there is the potential to effect flood protection works)</td>
<td>24b(ii)</td>
</tr>
<tr>
<td>Construction of scour protection works</td>
<td>24b(iv)</td>
</tr>
<tr>
<td>Construction of new CSO apron</td>
<td>24b(iv)</td>
</tr>
<tr>
<td>Removal of existing CSO apron</td>
<td>24b(iii)</td>
</tr>
<tr>
<td>Dredging associated with construction of cofferdam, campshed and scour protection</td>
<td>24b(ii)</td>
</tr>
</tbody>
</table>

### Other works

<table>
<thead>
<tr>
<th>Scheduled Work</th>
<th>Part of Work No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any works comprised in the Authorised Project not described above being an Authorised Development Flood Defence Work, a Tidal Work or a Licensable Activity as defined in this Agreement.</td>
<td>-</td>
</tr>
</tbody>
</table>
Schedule 2
Strategic Working Group

1 MEMBERSHIP

1.1 Prior to the first meeting of the Strategic Working Group the Undertaker will invite each of the Regulators to provide a representative to attend the Strategic Working Group.

1.2 The failure of any of the Regulators to nominate a representative to attend the Strategic Working Group, or the failure of that representative to attend a meeting of the Strategic Working Group, shall not prevent meetings of the Strategic Working Group being held in accordance with the terms of this Schedule.

2 PURPOSE AND OBJECTIVE OF THE STRATEGIC WORKING GROUP

2.1 The purpose and objective of the Strategic Working Group is to keep the Regulators informed of the progress of the Authorised Project.

2.2 This may include:

2.2.1 key dates for the construction of individual Scheduled Works;

2.2.2 projected dates for the submissions of applications for consents;

2.2.3 confirmation as to whether there will be any phasing of any of the Scheduled Works and the details of the phasing where relevant;

2.2.4 confirmation as to whether there will be any packaging of applications and the details of such packaging where relevant; and

2.2.5 any additional Supporting Information as set out in Paragraph 1 of Schedule 3.

2.3 Meetings of the Strategic Working Group

2.3.1 The Strategic Working Group will be chaired by the Undertaker’s elected nominee, who will be responsible for the co-ordination of the Scheduled Works across the Authorised Project.

2.3.2 The Undertaker will give not less than two weeks’ notice of the holding of each meeting to each of the Regulators. At the same time as being provided with notice of the first meeting of the Strategic Working Group, the Undertaker will issue an invitation to each of the Regulators to identify their representative on the Strategic Working Group.

2.3.3 The Undertaker will convene meetings of the Strategic Working Group at intervals of not less than 3 months until the Commissioning of the Authorised Project.

2.3.4 Additional meetings of the Strategic Working Group may be arranged as necessary. Scheduled meetings may be cancelled by the Undertaker with the Regulators not less than one week in advance of the relevant meeting.

2.3.5 Meetings of the Strategic Working Group will be held at The Point, 37 North Wharf Road, Paddington, London W2 1AF or such other location as is agreed by the members of the Strategic Working Group.
2.3.6 The Undertaker will be responsible for the production and circulation of an agenda for each meeting of the Strategic Working Group.

2.4 [Costs of the operation of the strategic working group to be covered in costs agreements]

2.4.1 [●]
Schedule 3
Supporting Information

1 SUPPORTING INFORMATION SUBMITTED WITH THE DETAILED SUBMISSION PROGRAMME UNDER CLAUSE 6

1.1 For the benefit of the Agency:

(a) A report (the “Engineering Report”), in respect of each Drainage Work at the Site for which the Detailed Submission Programme is being submitted, containing the following information:

(i) a review of existing information on the structural condition and form of the Drainage Work;

(ii) a photographic inspection report if further inspection is deemed required to inform the assessment of the Drainage Work further to Sub-paragraph (i);

(iii) [a full assessment of all impacts from the proposed construction of the Scheduled Works on the Drainage Work, taking full account of the current structural condition of the Drainage Work];

(iv) in respect of each Drainage Work owned by the Undertaker, information on their life expectancy and the need for their upgrading;

(v) in respect of any significant works to the Drainage Work, outline details of the design and materials to be used;

(vi) in respect of each Drainage Work to which the Undertaker has carried out significant works or has created as a result of the Authorised Project, evidence that the Drainage Work will be fit for purpose and last the lifetime of the Authorised Project;

(vii) in respect of any new or replaced Drainage Work, measures to evidence that the Drainage Work will be raised to meet TE2100 standards;

(b) An outline monitoring and mitigation strategy, in respect of each Site for which the Detailed Submission Programme is being submitted, containing the following information:

(i) [an outline monitoring strategy];

(ii) an outline design for any proposed mitigation measures to be submitted in detail further to Clause [●];

(iii) identification of any environmental impacts of any mitigation measures proposed further to Sub-paragraph (ii) and a strategy

---

1 May not be possible until detailed submission under Section 8
outlining measures necessary to compensate and mitigate for such impacts.

1.2 **For the benefit of the Authority:**

[●]

1.3 **For the benefit of the MMO:**

[●]

2 **SUPPORTING INFORMATION FOR THE SUBMISSION OF INFORMATION FOR APPROVAL OF DETAILED DESIGN OF SCHEDULED WORKS UNDER CLAUSE 8.1.1**

2.1 **For the benefit of the Agency:**

(a) An updated Engineering Report containing the information set out in Paragraph 1.1(a) above as appropriate, and insofar as such information is not contained in the Working Method Statement further to Sub-paragraph (c) below;

(b) A pre-construction condition survey for each Drainage Work containing:

(i) a schedule of condition;

(ii) a full photographic record of the Drainage Work; and

(iii) description and measurements of existing defects,

to be submitted with the Plans and Sections under Clause 8.1 or as soon as possible thereafter.

(c) A method statement (the "**Working Method Statement**") in respect of all Scheduled Works at the Site for which the Detailed Works Programme is being submitted, setting out the following information:

(i) timing of Scheduled Works;

(ii) sequence of construction of the Scheduled Works for each Site;

(iii) construction methods to be used;

(iv) machinery, materials and fuel to be used in the construction of the Scheduled Works and the location, storage of such machinery, materials and fuel; and

(v) monitoring and mitigation measures proposed to protect and reduce impacts of installation of the Scheduled Works to the Drainage Works, ecologically sensitive areas and the wider environment. [This may be more appropriate as a separate category].
2.2 **For the benefit of the Authority:**

(a) a specification based on the location of the Scheduled Works identifying which areas of public navigation will need to be suspended at each Site; and

and any materials, plant and equipment used for the construction or carrying out of any Removal Works

(b) a Site-specific Navigational Risk Assessment based on the information submitted and approved under Clause 8.1 for the final design and location of the Scheduled Works.

2.2.2 A "Navigational Risk Assessment" for the purpose of this Paragraph means an assessment of any potential risk of the Scheduled Works at each Site, and shall contain the following information:

(a) existing navigational features including extent of authorised channels, existing navigational structures and constraints;

(b) tidal characteristics;

(c) existing river uses;

(d) general navigational arrangements;

(e) existing site specific issues;

(f) existing navigational risks;

(g) proposed navigational strategies;

(h) delivery schedules; and

(i) [other further details – to be agreed].

3 **SUPPORTING INFORMATION FOR THE SUBMISSION OF INFORMATION FOR APPROVAL OF THE REMOVAL WORKS TO BE SUBMITTED UNDER CLAUSE 8.1.2**

3.1 **For the benefit of the EA, PLA and MMO (where relevant):**

3.2 A Working Method Statement in respect of the removal of any Temporary Works and any materials, plant and equipment used for the construction or carrying out of any Temporary Works, setting out the following information:

3.2.1 timing of the removal of any Temporary Works;

3.2.2 construction methods to be used;

3.2.3 machinery, materials and fuel to be used in the removal of the Temporary Works and the location, storage of such machinery, materials and fuel; and

3.2.4 monitoring and mitigation measures proposed to protect and reduce impacts of the removal of the Temporary Works to the Drainage Works, ecologically sensitive areas and the wider environment.
3.3 Any Working Method Statement submitted under this paragraph shall be updated from time to time and no later than 6 months before the estimated removal of the Temporary Works.

4

SUPPORTING INFORMATION FOR THE SUBMISSION OF THE SCOUR AND MITIGATION PLAN UNDER CLAUSE 10

4.1 For the benefit of the Authority:

[●]

4.2 For the benefit of the Agency:

[●]

4.3 For the benefit of the MMO:

[●].
Appendix 1

Scour Monitoring and Mitigation Strategy