



AQUIND Limited

AQUIND INTERCONNECTOR

Statement of Commonality for Statements of Common Ground

The Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations
2009

Document Ref: 7.5.1

PINS Ref.: EN020022

AQUIND Limited

AQUIND INTERCONNECTOR

Statement of Commonality for Statements of
Common Ground

PINS REF.: EN020022EN020022

DOCUMENT: 7.5.1 STATEMENT OF COMMONALITY

DATE: 1 MARCH 2021

Quod

8-14 Meard St

London

WF1 0EQ

+44 20 3597 1000

www.quod.com

DOCUMENT

Document	7.5.1 Statement of Commonality for Statements of Common Ground
Revision	FINAL
Document Owner	Quod
Prepared By	Alex Higgin
Date	01 March 2021
Approved By	Pete Hall
Date	01 March 2021

CONTENTS

1.	INTRODUCTION	1-1
<hr/>		
1.1.	PURPOSE OF THIS DOCUMENT	1-1
1.2.	STRUCTURE OF THIS REPORT	1-1
2.	STRUCTURE OF STATEMENTS OF COMMON GROUND	2-2
<hr/>		
2.1.	STRUCTURE OF STATEMENTS OF COMMON GROUND	2-2
2.2.	PROGRESS OF SOCG SUBMISSIONS AT PREVIOUS EXAMINATION DEADLINES	2-2
2.3.	PROGRESS OF SOCGS TOWARDS REACHING A FINAL POSITION	2-4
2.4.	LIST OF STATEMENTS OF COMMON GROUND	2-6
2.5.	FURTHER ENGAGEMENT WITH OTHER PARTIES	2-9
3.	STATUS OF STATEMENTS OF COMMON GROUND	3-11
<hr/>		
3.1.	SUMMARY OF CURRENT STATUS	3-11
4.	COMMONALITY	4-20
<hr/>		
4.1.	SUMMARY	4-20
4.2.	SUMMARY OF FINAL POSITIONS	22

TABLES

Table 2.1 - List of SoCGs	2-6
Table 3.1 - Status of SoCGs at Deadline 4	3-12

1. INTRODUCTION

1.1. PURPOSE OF THIS DOCUMENT

1.1.1.1. This document has been prepared to provide the Examining Authority (ExA) with the final position on the Statements of Common Ground (SoCG) between the Applicant and relevant statutory consultees and other parties in relation to the AQUIND Interconnector project.

1.1.1.2. The Rule 6 Letter dated 3 July 2020 [PD-010] requires the submission of SoCGs requested by the ExA and a Statement of Commonality for SoCG at Deadline 1 (which was duly submitted on 6 October 2020) with updates at each subsequent deadline up to the submission of finalised SoCGs at Deadline 8 on 1 March 2021.

1.1.1.3. The original (now superseded) Rule 6 Letter dated 5 March 2020 [PD-005] stated that:

“The aim of a SoCG is to agree factual information and to inform the ExA and all other parties by identifying where there is agreement and where the differences lie at an early stage in the examination process. It should provide a focus and save time by identifying matters which are not in dispute or need not be the subject of further evidence. It can also usefully state where and why there may be disagreement about the interpretation and relevance of the information. The reasons for the differences and interpretation of the implications of a difference can then be expanded in the evidence”

1.1.1.4. The 5 March letter sets out the SoCGs requested by the ExA (as listed in Section 2 of this report).

1.1.1.5. This report provides a summary of the final positions reached between the Applicant and relevant parties as recorded within the SoCGs submitted either prior to or at Deadline 8 (1 March 2021).

1.2. STRUCTURE OF THIS REPORT

1.2.1.1. The remainder of this report is as follows:

- Section 2 explains the purpose and structure of each SoCG document and provides a list of SoCGs prepared.
- Section 3 sets out the status of each SoCG at Deadline 8.
- Section 4 sets out the commonality between SoCGs, and summarises the final position reached between the Applicant and the relevant parties.

2. STRUCTURE OF STATEMENTS OF COMMON GROUND

2.1. STRUCTURE OF STATEMENTS OF COMMON GROUND

2.1.1.1. The purpose and possible content of SoCGs is set out in paragraphs 58-65 of the Department for Communities and Local Government’s guidance entitled “Planning Act 2008: examination of applications for development consent” (26 March 2015). Paragraph 58 of that guidance explains the basic function of SoCGs:

“A statement of common ground is a written statement prepared jointly by the applicant and another party or parties, setting out any matters on which they agree. As well as identifying matters which are not in real dispute, it is also useful if a statement identifies those areas where agreement has not been reached. The statement should include references to show where those matters are dealt with in the written representations or other documentary evidence.”

2.1.1.2. Each of the individual SoCGs includes a) an introduction to the SoCG and stakeholder, b) a record of the consultation undertaken to date c) a summary of the topics covered by the SoCG, d) tables setting out the matters relevant to that stakeholder and their status (i.e. agreed or not agreed) and e) sign off sheet.

2.1.1.3. Some of the marine SoCGs adopt a slightly different format for the tables. The onshore SoCGs include a single table with a RAG column for the status of each matter and the marine SoCGs include different tables for agreed and not agreed matters. The result is ultimately the same.

2.2. PROGRESS OF SOCG SUBMISSIONS AT PREVIOUS DEADLINES

2.2.1.1. Three final signed SoCGs were submitted at Deadline 1 namely with Eastleigh Borough Council, the Environment Agency (on marine matters) and the Maritime and Coastguard Agency.

2.2.1.2. The remaining SoCGs included matters that were outstanding and subject to further discussion between AQUIND and that stakeholder. The drafts submitted at Deadline 1 either represented mutually agreed draft documents or have been prepared by the Applicant and are considered to accurately reflect the positions of the parties at that point in time.

2.2.1.3. At Deadline 2, only one updated SoCG was submitted, namely with National Grid Electricity Transmission plc.

2.2.1.4. At Deadline 3, an updated SoCG for South Downs National Park Authority (SDNPA) was submitted to provide an update to discussions held at that time.

- 2.2.1.5. At Deadline 4, the Applicant sought to provide the ExA with a suite of SoCGs to provide a comprehensive update on the progress of discussions. Updated draft SoCGs were therefore submitted for all stakeholders except SDNPA and Southern Gas Networks PLC.
- 2.2.1.6. At Deadline 5, the Applicant was able to demonstrate further progress in discussions with multiple stakeholders. As such updated SoCGs were submitted at Deadline 5 for the following parties:
- Hampshire County Council;
 - East Hampshire District Council;
 - South Downs National Park Authority;
 - Natural England (onshore);
 - Historic England (combined onshore and marine).
- 2.2.1.7. Deadline 6 followed the Open Floor and Issue-Specific Hearings held in mid-December. Some SoCGs were able to be updated to reflect progression on issues discussed at those hearings alongside the continued regular engagement to discuss remaining outstanding matters held separately with stakeholders. As such, at Deadline 6 draft SoCGs were submitted for the following parties:
- Portsmouth City Council;
 - Hampshire County Council;
 - Natural England (onshore);
 - Natural England (marine) / JNCC;
 - Historic England (combined onshore and marine);
 - Marine Management Organisation;
 - Sport England;
 - NGET; and
 - Maritime and Coastguard Agency.
- 2.2.1.8. Prior to Deadline 1, a final SoCG was signed with the Maritime and Coastguard Agency, but this was updated by the Applicant to accommodate for further advice from the MCA submitted at Deadline 4. This is explained in the Deadline 6 Statement of Commonality (REP6-042).
- 2.2.1.9. Discussions continued with all parties where SoCGs remained to be finalised and signed throughout January. Discussions continued to focus on the matters raised in the December hearings, but also moved towards either resolving matters or reaching a final formal position agreed between the Applicant and the stakeholders where issues could not be resolved.

2.2.1.10. As such, at Deadline 7 the following SoCGs were being submitted:

- Portsmouth City Council (PCC);
- Winchester City Council (WCC);
- Hampshire County Council (HCC);
- South Downs National Park Authority (SDNPA);
- Havant Borough Council (HBC);
- Highways England;
- Historic England;
- Environment Agency (onshore);
- Marine Management Organisation (MMO);
- Portsmouth Water Ltd.

2.3. PROGRESS OF SOCGS TOWARDS REACHING A FINAL POSITION

2.3.1.1. Following the submission of updated SoCGs at Deadline 7, engagement continued with all parties where matters were outstanding in order to finalise the SoCGs prior to Deadline 8. At Deadline 7c, the Applicant sought to provide an update on the progress of discussions where it was felt that progress was demonstrable. A Position Statement (REP7c-003) was submitted to summarise progress made.

2.3.1.2. Alongside the Position Statement, updated drafts of the following SoCGs were submitted:

- Natural England (onshore);
- Historic England;
- Marine Management Organisation.

2.3.1.3. The Applicant was also able to submit a final signed version of the Southern Gas Networks SoCG at Deadline 7c, as all outstanding matters had been resolved and positions of agreement reached.

2.3.1.4. Engagement continued following Deadline 7 and the Issue Specific Hearings held week commencing 15th February. The Applicant continued to update the SoCGs where required to reflect the outcomes of the Hearings, and to continue to engage with the relevant parties to resolve final outstanding matters.

2.3.1.5. At Deadline 8, the following final versions of SoCGs are submitted:

- Portsmouth City Council;
- Winchester City Council;
- Hampshire County Council;

- East Hampshire District Council;
- South Downs National Park Authority;
- Havant Borough Council;
- Highways England;
- Historic England;
- Natural England (onshore);
- Natural England (marine) / Joint Nature Conservation Committee;
- Marine Management Organisation;
- Maritime and Coastguard Agency;
- Sport England;
- National Grid Electricity Transmission;
- Portsmouth Water;
- West Waterlooville Developments / Grainger PLC.

2.3.1.6. For a full list of the parties with which SoCGs were produced, and when finalised SoCGs were submitted to the ExA, please refer to Table 2.1 of this document.

2.4. LIST OF STATEMENTS OF COMMON GROUND

- 2.4.1.1. The original Rule 6 letter (PD-005) provided a list of SoCGs requested by the Planning Inspectorate to be prepared between the Applicant and relevant stakeholders. Table 2.1 provides a list of SoCGs that have been progressed. It also identifies where parties on the list have either progressed combined SoCGs with other parties or where a SoCG was requested but was not considered necessary.
- 2.4.1.2. Where an SoCG party was identified in the 5 March letter, but an SoCG has not been progressed, this is explained in Table 2.1. Table 2.1 also confirms where private agreements or protective provisions have been sought with parties where appropriate.

Table 2.1 - List of SoCGs

SoCG party as listed in the original Rule 6 letter	Position at 1 March 2021 (Deadline 8)	Doc reference
Portsmouth City Council	A single SoCG has been progressed with Portsmouth City Council in all relevant capacities which also covers matters on behalf of East Coast Solent Partnership. Final signed SoCG submitted at Deadline 8.	7.5.3
Winchester City Council	Final signed SoCG submitted at Deadline 8.	7.5.4
Hampshire County Council (LPA and Highways separate)	Single SoCG has been progressed with Hampshire County Council in all relevant capacities (Hampshire County Council are not an LPA). Final signed SoCG submitted at Deadline 8.	7.5.5
East Hampshire District Council	Final signed SoCG submitted at Deadline 8.	7.5.6
Eastleigh Borough Council	Final signed SoCG submitted at Deadline 1.	7.5.9
South Downs National Park Authority	Final signed SoCG submitted at Deadline 8.	7.5.7
Havant Borough Council	Final signed SoCG submitted at Deadline 8.	7.5.8
Portsmouth City Council Highway Authority	Single SoCG progressed with Portsmouth City Council in all relevant capacities.	7.5.3
Hampshire County Council Highway Authority	Single SoCG progressed with Hampshire County Council in all relevant capacities.	7.5.5
Highways England	Final signed SoCG submitted at Deadline 8. The Applicant and Highways England have also agreed protective provisions which are included in the DCO submitted at Deadline 8.	7.5.10

Network Rail Infrastructure Ltd	SoCG considered unnecessary. A private agreement including Heads of Terms has been progressed with Network Rail Infrastructure Ltd, with Network Rail's protective provisions included in the Order.	n/a
Natural England	Separate SoCGs progressed with Natural England in relation to onshore and marine matters. The Natural England SoCG relating to marine matters is a joint SoCG with the Joint Nature Conservation Committee. The Joint Nature Conservation Committee provided their sign-off of all matters of their concern at Deadline 6. Final signed SoCGs for both onshore and marine matters submitted at Deadline 8.	7.5.11 / 7.5.12
Joint Nature Conservation Committee	Joint SoCG progressed with Natural England (marine).	7.5.12
Historic England	SoCG progressed to cover both onshore and marine matters. Final signed SoCG submitted at Deadline 8.	7.5.13
Environment Agency	Separate SoCGs being progressed with Environment Agency for onshore and marine matters. Final signed SoCG for marine matters submitted at Deadline 1, and final signed SoCG for onshore matters submitted at Deadline 7.	7.5.14/ 7.5.15
Marine Management Organisation	Final signed SoCG submitted at Deadline 8.	7.5.16
Maritime and Coastguard Agency	Final signed SoCG submitted at Deadline 1. This SoCG was withdrawn prior to Deadline 6 and updated at the request of the ExA. Final signed SoCG submitted at Deadline 8.	7.5.17
Sport England	Final signed SoCG submitted at Deadline 8.	7.5.18
East Solent Coastal Partnership	Joint SoCG progressed (with Portsmouth City Council and Portsmouth City Council Highway Authority)	7.5.3
Trinity House	SoCG not progressed. Email confirmation from Trinity House on 21 April 2020 confirms that SoCG not necessary.	n/a
ESP Utilities Group Ltd	SoCG not progressed. The Applicant made efforts to engage with ESP Utilities Group Ltd through the Examination, but engagement was not forthcoming. The Applicant is content the protective provisions for the benefit of electricity and gas undertakers apparatus (Part 1 of Schedule 13 to the DCO) provide adequate protections.	n/a
GTC Infrastructure Ltd (GTC Electricity)	No SoCG progressed. A private agreement has been progressed with GTC Infrastructure Ltd in relation to protective provisions. There are no matters of dispute between the parties.	n/a
GTC Infrastructure Ltd (GTC Gas)		

National Grid Electricity Transmission plc	Final SoCG submitted at Deadline 8. A private agreement is soon to be agreed with NGET following the closure of the Examination.	7.5.19
Portsmouth Water Ltd	Final SoCG submitted at Deadline 8. The Applicant has also engaged with Portsmouth Water regarding protective provisions. Portsmouth Water have indicated no impediment to protective provisions being agreed and so these are expected to be finalised following the closure of the Examination.	7.5.20
Southern Gas Networks PLC	Final signed SoCG submitted at Deadline 7c. The Applicant and Southern Gas Networks have agreed protective provisions through a private agreement.	7.5.22
Southern Water Services Ltd – Sewer	No SoCG progressed. The Applicant made efforts to engage with Southern Water Services through the Examination, including following the Deadline 6 submission made by Southern Water, but engagement in relation to protective provisions has not been forthcoming. The Applicant is content the protective provisions for the benefit of water and sewerage undertakers apparatus (Part 1 of Schedule 13 to the DCO) provide adequate protections.	n/a
SSE PLC (Gas)	SSE confirmed that no SSE gas assets are affected.	n/a
SSE PLC (High Voltage)	No SoCG progressed. The Applicant provided a draft private agreement on 3 February 2021, but a response has not been received. The Applicant is content the protective provisions for the benefit of electricity, gas, water and sewerage undertakers apparatus (Part 1 of Schedule 13 to the DCO) provide adequate protections. Not likely to be required subject to agreeing protective provisions. Discussions between the parties ongoing but consider no impediment to protective provisions being agreed.	n/a
SSE PLC (Low Voltage)	No SoCG progressed. The Applicant provided a draft private agreement on 3 February 2021, but a response has not been received. The Applicant is content the protective provisions for the benefit of electricity, gas, water and sewerage undertakers apparatus (Part 1 of Schedule 13 to the DCO) provide adequate protections. Not likely to be required subject to agreeing protective provisions. Discussions between the parties ongoing but consider no impediment to protective provisions being agreed.	n/a
RWE Renewables UK Limited	SoCG not progressed. Email confirmation received from RWE that SoCG not required.	n/a
National Grid Gas plc	No National Grid Gas assets affected. This is therefore not relevant.	n/a

West Development Ltd / Grainger PLC	Waterlooville A unilateral SoCG is submitted at Deadline 8 by the Applicant to demonstrate which items have been agreed. Heads of Terms and an Option Agreement are yet to be agreed between the Applicant and Grainger.	7.5.21
---	---	--------

2.5. FURTHER ENGAGEMENT WITH OTHER PARTIES

2.5.1.1. The Applicant made continued efforts to engage with other utilities providers not included in the original Rule 6 letter. Progress of discussions with other parties is also set out in the Applicant's Written Summary of the Oral Case at Issue Specific Hearing 4 (ISH4) (AS-065). The summary of positions with these parties is as follows.

INDIGO PIPELINES

2.5.1.2. The Applicant sought to engage with Indigo Pipelines following their instruction of solicitors in relation to this matter on 26 January 2021. Engagement however has not been forthcoming. The Applicant is content that appropriate provisions for the protection of electricity, gas, water and sewerage undertakers are included at Part 1 of Schedule 13 of the draft DCO (REP6-015).

CITYFIBRE

2.5.1.3. The Applicant sought to engage with CityFibre following a meeting on 29 September 2020, but meaningful engagement has not been forthcoming. The Applicant is content that appropriate provisions for the benefit of operators of electronic communications networks are included at Part 2 of Schedule 13 of the draft DCO (REP6-015).

OPENREACH LTD

2.5.1.4. The Applicant sought to engage with Openreach Ltd and provided draft protected provisions on 20 October 2020. The Applicant has not received any responses from Openreach since 9 January 2021. The Applicant is content that appropriate provisions for the benefit of operators of electronic communications networks are included at Part 2 of Schedule 13 of the draft DCO (REP6-015).

VIRGIN MEDIA LTD

2.5.1.5. The Applicant sought to engage with Virgin Media in relation to the protective provisions, most recently by phone and by e-mail on 10 February 2020. There is no dispute between the parties, but Virgin Media's representatives have not fully understood the DCO process despite repeated attempts to explain this to them and have therefore not commented on the protective provisions. The Applicant is content that appropriate provisions for the benefit of operators of electronic communications networks are included at Part 2 of Schedule 13 of the draft DCO (REP6-015).

VODAFONE LTD

2.5.1.6.

The Applicant and Vodafone Ltd have engaged regarding protective provisions. The Applicant confirms it is not aware of any reason why this agreement will not be capable of being completed, there are not matters in dispute between the parties, but given progress to date it is not anticipated that agreement will be entered into before the end of the examination (though it is anticipated it will be before a decision is made on the Application). Should that agreement not be completed for any reasons, the Applicant confirms it is content the protective provisions included at Part 2 of Schedule 13 to the Order (REP6-015), provide adequate protections for Vodafone's apparatus within the Order limits.

3. STATUS OF STATEMENTS OF COMMON GROUND

3.1. SUMMARY OF CURRENT STATUS

- 3.1.1.1. This section provides an overview of the progression of each SoCG at each examination deadline, up to the submission of final SoCGs by Deadline 8.
- 3.1.1.2. Table 3.1 identifies the high-level status of each of the SoCGs progressed (and tracked the status at each deadline). The status of each SoCG has been categorised as follows:
- **Stakeholder discussions** – where the Applicant and the party were in discussions and an SoCG is proposed though no SoCG currently drafted.
 - **SoCG in draft** – where a SoCG had been drafted (with matters recorded as agreed, ongoing and not agreed) and subject to further discussions to resolve ‘ongoing items.
 - **Final signed SoCG** – where all matters have been progressed as either agreed or not agreed positions (or in some instances where ongoing matters will not be concluded prior to Deadline 8).
- 3.1.1.3. Some draft SoCGs were confirmed as mutually agreed drafts prepared by both parties to reflect the status of discussions at that particular Examination deadline. Others were drafted by the Applicant to seek to accurately reflect the matters discussed but have either not received specific comment by the other party, or have not been ratified as a mutually agreed draft SoCG. Where this is the case, these SoCGs were submitted to provide an update on discussions with the caveat that further discussions were planned to resolve any outstanding issues.
- 3.1.1.4. All final SoCGs submitted at Deadline 8 have been mutually agreed between, and signed by, the Applicant and the respective parties aside from the SoCG prepared between the Applicant and Grainger PLC. The document submitted reflects the status of discussions between the parties but is unsigned at Deadline 8 (further details are provided at section 4.2)

Table 3.1 - Status of SoCGs at Deadline 8

Document Ref.	Party	Onshore / marine	Status at Deadline 1	Status at Deadline 2	Status at Deadline 3	Status at Deadline 4	Status at Deadline 5	Status at Deadline 6	Status at Deadline 7	Status at Deadline 7c	Status at Deadline 8
7.5.3	Portsmouth City Council / East Coast Solent Partnership	Onshore	SoCG in draft Draft SoCG submitted at Deadline 1. No formal comments provided by PCC at that stage.	SoCG in draft No update to the SoCG submitted at Deadline 2.	SoCG in draft No update to the SoCG submitted at Deadline 3.	SoCG in draft An updated unilateral draft SoCG was prepared by the Applicant and submitted at Deadline 4. This SoCG was issued to PCC on 16 November 2020 but no formal comments from PCC were provided.	SoCG in draft No update to the SoCG was submitted at Deadline 5. Feedback was provided by PCC on the previous draft.	SoCG in draft Separate updated draft SoCGs were submitted at Deadline 6 by both the Applicant and PCC.	SoCG in draft An updated consolidated draft SoCG was submitted shortly following Deadline 7, combining the separate Deadline 6 drafts.	SoCG in draft No update to the SoCG was submitted at Deadline 7c as a mutually agreed draft was submitted shortly after Deadline 7.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. Most matters progressed to final positions though some matters are unresolved at Deadline 8 (further detail at section 4.2).
7.5.4	Winchester City Council	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 4.	SoCG in draft No update to the SoCG was submitted at Deadline 5.	SoCG in draft No update to the SoCG was submitted at Deadline 6.	SoCG in draft An updated draft SoCG was submitted at Deadline 7.	SoCG in draft No update to the SoCG was submitted at Deadline 7c.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have progressed to final positions (i.e. 'Agreed' or 'Not Agreed').

7.5.5	Hampshire County Council	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A unilateral updated draft was submitted at Deadline 4.	SoCG in draft A mutually agreed updated draft was submitted at Deadline 5.	SoCG in draft A mutually agreed updated draft was submitted at Deadline 6.	SoCG in draft A mutually agreed updated draft was submitted at Deadline 7.	SoCG in draft No update to the SoCG was submitted at Deadline 7c, in anticipation of a final signed SoCG at Deadline 8.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have progressed to final positions (i.e. 'Agreed' or 'Not Agreed').
7.5.6	East Hampshire District Council	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 4.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 5.	SoCG in draft No update to the SoCG was submitted at Deadline 6. There remains only a single outstanding matter between the parties (namely EHDC 4.10.9).	SoCG in draft No update to the SoCG was submitted at Deadline 7.	SoCG in draft No update to the SoCG was submitted at Deadline 7c, in anticipation of a final signed SoCG at Deadline 8.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have progressed to final positions (i.e. 'Agreed' or 'Not Agreed').

7.5.7	South Downs National Park Authority	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 3.	SoCG in draft No update to the SoCG was submitted at Deadline 4.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 5.	SoCG in draft No update to the SoCG was submitted at Deadline 6. Discussions ongoing between the parties on outstanding matters.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 7.	SoCG in draft No update to the SoCG was submitted at Deadline 7c, in anticipation of a final signed SoCG at Deadline 8.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have progressed to final positions (i.e. 'Agreed' or 'Not Agreed').
7.5.8	Havant Borough Council	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A mutually agreed updated draft SoCG submitted at Deadline 4.	SoCG in draft No update to the draft SoCG was submitted at Deadline 5.	SoCG in draft No update to the SoCG was submitted at Deadline 6.	SoCG in draft A mutually agreed updated draft was submitted at Deadline 7. Only matter outstanding relates to statutory nuisance (as with EHDC).	SoCG in draft No update to the SoCG was submitted at Deadline 7c, in anticipation of a final signed SoCG at Deadline 8.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have progressed to final positions (i.e. 'Agreed' or 'Not Agreed').
7.5.9	Eastleigh Borough Council	Onshore	Final Signed SoCG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

7.5.10	Highways England	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 4.	SoCG in draft No update to the SoCG was submitted at Deadline 5.	SoCG in draft No update to the SoCG was submitted at Deadline 6.	SoCG in draft An updated draft is submitted at Deadline 7, reflecting progression made.	SoCG in draft No update to the SoCG was submitted at Deadline 7c, in anticipation of a final signed SoCG at Deadline 8.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have been 'Agreed'.
7.5.11	Natural England (Onshore)	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 4.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 5.	SoCG in draft A mutually agreed updated draft was submitted at Deadline 6.	SoCG in draft No update to the SoCG was submitted at Deadline 7.	SoCG in draft A unilateral updated draft SoCG was submitted by the Applicant at Deadline 7c.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have been 'Agreed'.
7.5.12	Natural England (Marine) / Joint Nature Conservation Committee	Marine	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1. The submission made does not include comment made on the draft SoCG by Natural England.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A mutually agreed updated SoCG was submitted at Deadline 4. Matters discussed with the JNCC have been resolved.	SoCG in draft No update to the draft SoCG was submitted at Deadline 5. Outstanding matters are partially reliant on discussion at hearings in December and on feedback given by the MMO.	SoCG in draft An updated draft is issued at Deadline 6 which was signed by JNCC.	SoCG in draft No update to the SoCG was submitted at Deadline 7.	SoCG in draft No update to the SoCG was submitted at Deadline 7c, in anticipation of a final signed SoCG at Deadline 8.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have progressed to final positions (i.e. 'Agreed' or 'Not Agreed').

7.5.13	Historic England	Onshore / Marine	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A unilateral updated draft SoCG was submitted by the Applicant at Deadline 4.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 5 to consolidate changes made by Historic England to the SoCG document and to take account of feedback provided at Deadline 4.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 6.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 7.	SoCG in draft A unilateral updated draft SoCG was submitted by the Applicant at Deadline 7c to reflect further feedback from Historic England.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have progressed to final positions (i.e. 'Agreed' or 'Not Agreed').
7.5.14	Environment Agency	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A mutually agreed updated SoCG was submitted at Deadline 4.	SoCG in draft No update to the SoCG was submitted at Deadline 5.	SoCG in draft No update to the SoCG was submitted at Deadline 6.	Final signed SoCG A final signed SoCG was submitted at Deadline 7. All matters have had final positions reached.	N/A	N/A
7.5.15	Environment Agency	Marine	Final Signed SoCG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

7.5.16	Marine Management Organisation	Marine	SoCG in draft A unilateral draft SoCG was submitted at Deadline 1. The MMO provided comments on an early draft but was further amended by the Applicant prior to submission, and so did not include further comment from MMO at that stage.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 4.	SoCG in draft No update to the SoCG was submitted at Deadline 5. Outstanding matters primarily relate to arbitration and Deemed Marine Licence conditions, discussed at hearings following Deadline 5.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 6.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 7.	SoCG in draft A unilateral updated draft SoCG was submitted by the Applicant at Deadline 7c following comment from the MMO.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have progressed to final positions (i.e. 'Agreed' or 'Not Agreed').
7.5.17	Maritime & Coastguard Agency	Marine	Final Signed SoCG A final signed SoCG was submitted at Deadline 1.	N/A	N/A	N/A	N/A	SoCG in draft Signed SoCG issued at Deadline 1 withdrawn and draft reissued at Deadline 6 to accommodate further advice from the MCA submitted at Deadline 4.	SoCG in draft No update to the SoCG was submitted at Deadline 7.	SoCG in draft No update to the SoCG was submitted at Deadline 7c.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have been 'Agreed'.

7.5.18	Sport England	Onshore	SoCG in draft A unilateral draft SoCG was submitted by the Applicant at Deadline 1. It was issued to Sport England on 29 September for further discussion and comment following Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 4, alongside an updated Framework Management Plan for Recreational Impacts (Document reference 7.8.1.13).	SoCG in draft No update to the SoCG was submitted at Deadline 5.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 6.	SoCG in draft No update to the SoCG was submitted at Deadline 7.	SoCG in draft No update to the SoCG was submitted at Deadline 7c, in anticipation of a final signed SoCG at Deadline 8.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. All matters have progressed to final positions (i.e. 'Agreed' or 'Not Agreed').
7.5.19	National Grid Electricity Transmission plc	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1. Further substantive comment from NGET provided post Deadline 1.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 4.	SoCG in draft No update to the SoCG was submitted at Deadline 5. The Applicant submitted additional material to NGET at Deadline 5.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 6.	SoCG in draft No update to the SoCG was submitted at Deadline 7.	SoCG in draft No update to the SoCG was submitted at Deadline 7c, in anticipation of a final signed SoCG at Deadline 8.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. One matter remains unresolved at Deadline 8.

7.5.20	Portsmouth Water Ltd	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 4.	SoCG in draft No update to the SoCG was submitted at Deadline 5.	SoCG in draft No update to the SoCG was submitted at Deadline 6.	SoCG in draft A unilateral updated draft SoCG was submitted at Deadline 7.	SoCG in draft No update to the SoCG was submitted at Deadline 7c, in anticipation of a final signed SoCG at Deadline 8.	Final signed SoCG A final signed SoCG is submitted at Deadline 8. Two matters remain unresolved at Deadline 8.
7.5.21	West Waterlooville Development Ltd / Grainger PLC	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG Was submitted at Deadline 3.	SoCG in draft A mutually agreed updated draft SoCG was submitted at Deadline 4.	SoCG in draft No update to the SoCG was submitted at Deadline 5.	SoCG in draft No update submitted at Deadline 6. Discussions ongoing between the parties on single outstanding matter (Grainger 4.1.1).	SoCG in draft No update to the SoCG is submitted at Deadline 7.	SoCG in draft No update to the SoCG was submitted at Deadline 7c, in anticipation of a final signed SoCG at Deadline 8.	Final unsigned SoCG A final (unsigned) SoCG is submitted at Deadline 8. Most matters are 'Agreed' other than one item unresolved at Deadline 8.
7.5.22	Southern Gas Networks PLC	Onshore	SoCG in draft A mutually agreed draft SoCG was submitted at Deadline 1.	SoCG in draft No update to the SoCG was submitted at Deadline 2.	SoCG in draft No update to the SoCG was submitted at Deadline 3.	SoCG in draft No update to the draft SoCG was submitted at Deadline 4.	SoCG in draft No update to the draft SoCG was submitted at Deadline 5.	SoCG in draft No update to the SoCG was submitted at Deadline 6.	SoCG in draft No update to the SoCG submitted at Deadline 7 but protective provisions were agreed.	Final signed SoCG A final signed SoCG was submitted at Deadline 7c to reflect that all matters have been resolved and protected provisions agreed.	N/A

4. COMMONALITY

4.1. SUMMARY

4.1.1.1. This section of the report provides a broad summary of the topics covered in the SoCGs submitted at Deadline 8. It demonstrates where there is commonality in the topics or matters discussed between the Applicant and the various parties, or where matters have reached a final position of 'Not Agreed' following discussions throughout the Examination.

4.1.1.2. Table 4.1 lists out the topics covered across the SoCGs and the final status of that matter for each stakeholder. Where a topic is not relevant to a particular stakeholder the cell is greyed out. Where the topic is relevant the status is shown as follows (which corresponds to the status tables in each individual SoCG):

	All matters agreed
	Some matters agreed / some matters unresolved at DL8
	All matters unresolved at DL8
	Some matters unresolved at DL8 / some matters not agreed
	All matters not agreed
	Some matters agreed, some matters not agreed

4.1.1.3. It should be noted that where a broad topic applies to more than one SoCG party the detailed matters discussed within that topic may not be directly comparable or related. For example, discussions under the Landscape and Visual heading could cover discussions relating to landscaping at the Converter Station and at the ORS building depending on the stakeholder. Table 4.1 is therefore only intended as a general guide.

4.1.1.4. Following the summary at Table 4.1, Section 4.2 outlines the areas of agreement and disagreement between the Applicant and relevant parties at Deadline 8. Where reference is made to matters that were 'Not Agreed', please refer to the final relevant SoCG for more information.

4.2. SUMMARY OF FINAL POSITIONS

4.2.1.1. The following section provides a summary of the position reached in the final versions of SoCGs submitted at Deadline 8 (or otherwise where final SoCGs have been completed and submitted to the Examination at an earlier date). The Applicant and the respective parties have sought to reach a definitive position on all matters (i.e. 'Agreed' or 'Not Agreed') where possible. This has not been possible for all matters of discussion with Portsmouth City Council, National Grid, Portsmouth Water and Grainger and there are therefore unresolved matters at Deadline 8. These are explained in more detail below.

4.2.1.2. This section provides a summary of the progress through the SoCG process. The individual SoCGs provide further detail of the specific matters of discussion and the dialogue between the parties.

4.2.2. PORTSMOUTH CITY COUNCIL

4.2.2.1. An initial draft SoCG with Portsmouth City Council (PCC) was prepared by the Applicant following discussions with PCC since early 2019. A draft SoCG was submitted at Deadline 1, which was updated unilaterally by the Applicant and submitted at Deadline 4 as well as being issued to PCC for comment on 16 November 2020. More recently, two separate draft SoCGs were submitted at Deadline 6 – one by PCC and one by the Applicant. A draft mutually agreed consolidated SoCG was submitted shortly after Deadline 7 to reflect progression of discussions.

4.2.2.2. A final signed SoCG is submitted at Deadline 8 to set out the extent of discussions held between the parties including comments provided by PCC up to and including 1 March 2021.

4.2.2.3. Matters in relation to planning policy, most matters in relation to needs and benefits, landscaping and visual amenity, ecology, surface water and flood risk, heritage and archaeology, air quality, noise and vibration have reached a final position of 'Agreed' – although there are various matters within these topics that are either 'Not Agreed' or remain unresolved at Deadline 8.

4.2.2.4. Topics with broader areas have reached a final position of 'Not Agreed' include ground conditions, traffic and transport, the Optical Regeneration Stations, definition of associated development and relevance and position of other licences and consents.

4.2.2.5. Whilst the Applicant has sought to ensure that all matters are concluded by Deadline 8 this has not been possible in all instances where PCC intend to issue further comments at Deadline 8. Some matters are therefore flagged as 'unresolved at Deadline 8' in the final signed SoCG submitted. This includes matters including in relation to socio economics and the dDCO which PCC intend to submit a response at Deadline 8. The Applicant therefore intends to submit responses to any additional material submitted at Deadline 8 by PCC at Deadline 9.

4.2.3. WINCHESTER CITY COUNCIL

4.2.3.1. A final signed SoCG between the Applicant and Winchester City Council (WCC) is submitted at Deadline 8 to reflect that final positions have been reached on all matters. All matters in relation to planning policy, heritage and archaeology, traffic and transport, air quality, noise and vibration, socio-economics, cumulative effects, the Onshore Outline Environmental Construction Environmental Management Plan, carbon and climate change and flood risk and surface water have been 'Agreed' as final positions.

4.2.3.2. Some matters are 'Not Agreed'. In relation to the need for the proposed development, matters 4.2.4 and 4.27 in relation to community benefits and 4.2.9 in relation to need for extra capacity of the Fibre Optic Cable are 'Not Agreed', but all other matters in this section of the SoCG are 'Agreed'. In relation to landscape and visual amenity, the only matter 'Not Agreed' relates to 4.3.5b (ES Baseline – interpretation of landscape character). For onshore ecology (including arboriculture), the matters 'Not Agreed' relate to mitigation at 4.4.9 (Mitigation – Outline Landscape and Biodiversity Strategy – Converter Station Area – Figure 6.10.1) and 4.4.21a (Mitigation – Onshore Outline CEMP – Kings Pond/Denmead Meadows (5-year management)). In relation to the draft DCO, matter 4.12.2 (Operative Provisions), 4.12.8 (Alignment with French works), 4.12.10 (Requirement 4 – Converter Station option confirmation) and 4.12.24 (Requirement 24 – decommissioning) have reached final positions of 'Not Agreed'. In relation to alternatives, matters 4.13.1 (Choice of Lovedean substation), 4.13.2 (Microsited Converter Station options), 4.13.4 (Choice of Onshore Cable Route) are 'Not Agreed'.

4.2.4. HAMPSHIRE COUNTY COUNCIL

4.2.4.1. A final signed SoCG between the Applicant and Hampshire County Council (HCC) is submitted at Deadline 8 to reflect that final positions have been reached for all matters. All matters in relation to planning policy, converter station site access, the converter station construction phase, operational phase, the transport study area, the Route Impact Assessment, implementation officer requirements, DCO powers, landscape and visual amenity, Lead Local Flood Authority and flood risk, ecology, archaeology and historic environment and the scope of the S106 Agreement have been 'Agreed'.

4.2.4.2. Some topics at Deadline 8 contain line items that are 'Agreed' and some 'Not Agreed'. For the cable route, for example, all matters are 'Agreed' except for 4.5.5 (Section 4 Hambledon Road to Burnham Road) which is 'Not Agreed'. In relation to additional highway matters, matters 4.9.2 (strategic transport implications) and 4.9.6 (delay of works) are 'Not Agreed'. Additionally, the only matter in relation to traffic management requirements and anticipated impacts (4.8.1 – traffic management) has reached a final position of 'Not Agreed'.

4.2.5. EAST HAMPSHIRE DISTRICT COUNCIL

- 4.2.5.1. A final signed SoCG between the Applicant and East Hampshire District Council (EHDC) is submitted at Deadline 8 to reflect that final positions have been reached on all matters. All matters in relation to planning policy, the need case for the proposed development, landscape and visual amenity, ecology (including arboriculture), traffic and transport, air quality, noise and vibration, cumulative effects and the Onshore Outline Construction Environmental Management Plan are 'Agreed'. The majority of matters in relation to the draft Development Consent Order are also 'Agreed'.
- 4.2.5.2. The single matter that is 'Not Agreed' between the parties is EHDC 4.10.9 (Article 9 – Defence to proceedings in respect of statutory nuisance) in relation to the draft Development Consent Order. This matter was subject to discussion throughout the Examination process, including incorporations of amendments to the draft DCO, but an 'Agreed' position could not be reached.

4.2.6. SOUTH DOWNS NATIONAL PARK AUTHORITY

- 4.2.6.1. A final signed SoCG between the Applicant and the South Downs National Park Authority (SDNPA) is submitted at Deadline 8 to reflect that final positions have been reached on all matters. All matters in relation to planning policy, the need for the proposed development, cumulative effects, the Onshore Outline Construction Environmental Management Plan and alternatives are 'Agreed' at Deadline 8.
- 4.2.6.2. Matters in relation to landscape and visual amenity including dark skies and the draft DCO partially 'Not Agreed'. The matter 'Not Agreed' for landscape and visual amenity is SDNPA 4.3.6a (Predicted impacts – tranquillity during operation). The matter 'Not Agreed' for the draft DCO is SDPNA 4.6.2 (Discharge of requirements – Requirement 17). The Applicant sought to engage with the SDNPA throughout the Examination, particularly with regard to the draft DCO through providing updates to the CTMP, but an 'Agreed' position could not be reached.

4.2.7. HAVANT BOROUGH COUNCIL

- 4.2.7.1. A final signed SoCG between the Applicant and Havant Borough Council (HBC) is submitted at Deadline 8 to reflect that final positions have been reached on all matters. All matters in relation to planning policy, the need case for the proposed development, landscape and visual amenity, ecology (including arboriculture), heritage and archaeology, traffic and transport, air quality, noise and vibration, socio-economics, cumulative effects, the Onshore Outline Construction Environmental Management Plan and alternatives are 'Agreed'. The majority of matters in relation to the draft Development Consent Order are also 'Agreed'.
- 4.2.7.2. The single matter that is 'Not Agreed' between the parties is HBC 4.12.2 (Operative Provisions) in relation to the draft Development Consent Order. This matter was subject to discussion throughout the Examination process, including incorporations of amendments to the draft DCO, but an 'Agreed' position could not be reached.

4.2.8. EASTLEIGH BOROUGH COUNCIL

- 4.2.8.1. A final signed SoCG between Eastleigh Borough Council and the Applicant was submitted at Deadline 1. All matters in this SoCG, which relate only to traffic and transport, are 'Agreed'.

4.2.9. HIGHWAYS ENGLAND

- 4.2.9.1. A final signed SoCG between the Applicant and Highways England is submitted at Deadline 8. All matters discussed have reached final 'Agreed' positions. The matters in the SoCG relate to planning policy, the proposed works (HDD construction traffic routing), abnormal loads (HGVs), collision data, site access arrangements for HDD (Langstone Harbour), management of construction, traffic flow impacts, duration of works, modelling, geo-technical matters, land rights and the draft DCO.
- 4.2.9.2. Previously matters in relation to the draft DCO had been recorded as 'Not Agreed' in the Deadline 7 version of the SoCG (REP7-053) but following further engagement with Highways England over the matter in question resulted in this matter being resolved.

4.2.10. NATURAL ENGLAND (ONSHORE)

- 4.2.10.1. A final signed SoCG between the Applicant and Natural England in relation to onshore matters is submitted at Deadline 8 to reflect that final positions have been reached for all matters. A position of 'Agreed' has been reached on all matters - which relate to landscape and visual amenity, ecology (including arboriculture), soils and agricultural land use, air quality, cumulative effects, decommissioning, the Construction Environmental Management Plan, the draft DCO and alternatives.

4.2.11. NATURAL ENGLAND (MARINE) / JOINT NATURE CONSERVATION COMMITTEE

- 4.2.11.1. A final signed SoCG prepared between the Applicant, Natural England and the Joint Nature Conservation Committee in relation to marine matters is submitted at Deadline 8 to reflect that all matters have had final positions reached. The matters in the SoCG submitted at Deadline 8 relate to the Environmental Impact Assessment, the Habitats Regulations Assessment, Marine Conservation Zones, physical processes including dredge and disposal activities, marine water and sediment quality, intertidal and benthic habitats, fish and shellfish, marine mammals and basking sharks, marine ornithology, the Marine Construction Environmental Management Plan, and the draft DCO (including the Deemed Marine License).
- 4.2.11.2. The two matters for which a position of 'Not Agreed' is reached relate to the draft DCO, in particular matters NE/JNCC 4.1.1 (Arbitration) and NE/JNCC 4.1.2 (Deemed Marine Licence – Schedule 16). All other matters have reached positions of 'Agreed'.

4.2.12. HISTORIC ENGLAND

- 4.2.12.1. A final signed SoCG between the Applicant and Historic England is submitted at Deadline 8. This SoCG concerns both onshore and marine matters, and final positions on all matters have been reached. Matters for which agreement has been reached relate to marine archaeology, the Outline Marine Written Scheme of Investigation and the Deemed Marine Licence. All matters in relation to the scope of the marine EIA assessment have been 'Agreed', and some matters in relation to the scope of the onshore marine EIA assessment have also been 'Agreed'.
- 4.2.12.2. One matter in relation to the scope of onshore EIA assessment has not been agreed, which relates to the setting of Fort Cumberland (matter 4.1.5). The Applicant and Historic England were unable to agree regarding the impact of the Proposed Development on the significance of the setting of Fort Cumberland. This matter is therefore 'Not Agreed'.

4.2.13. ENVIRONMENT AGENCY (ONSHORE)

- 4.2.13.1. A final signed SoCG between the Applicant and the Environment Agency in relation to onshore matters was submitted at Deadline 7. This SoCG confirms that all matters discussed have been 'Agreed'. The matters discussed relate to groundwater, surface water and flood risk, the Onshore Outline Construction Environmental Management Plan and the draft DCO.

4.2.14. ENVIRONMENT AGENCY (MARINE)

- 4.2.14.1. A final signed SoCG between the Applicant and the Environment Agency in relation to marine matters was submitted at Deadline 1. This SoCG confirms that all matters discussed were 'Agreed'. The matters discussed in this SoCG relate to the Environmental Impact Assessment, marine water and sediment quality, fish and shellfish, the Water Framework Directive Assessment, the Habitats Regulations Assessment and the Deemed Marine Licence.

4.2.15. MARINE MANAGEMENT ORGANISATION

- 4.2.15.1. A final signed SoCG between the Applicant and the Marine Management Organisation (MMO) is submitted at Deadline 8 to show that all matters have had final positions reached. Matters in relation to the Environmental Impact Assessment, physical processes, marine water and sediment quality, intertidal and benthic ecology, fish and shellfish, recreational angling and commercial fisheries, marine mammals and basking sharks are wholly 'Agreed'.
- 4.2.15.2. Some matters in relation to the DCO and the Deemed Marine Licence are 'Agreed', but matters 4.1.1 (contaminant analysis), 4.1.2 (arbitration and appeals), 4.1.3 (8 week time limit for determination) and 4.1.4 (Part 2 DCO conditions) are 'Not Agreed' at Deadline 8.

4.2.16. MARITIME AND COASTGUARD AGENCY

- 4.2.16.1. Agreement of common ground between the Applicant and the MCA had previously been established prior to Deadline 1, where a final signed SoCG had previously been submitted. At Deadline 4, the MCA submitted additional information and at the request of the ExA, the SoCG was withdrawn and an updated submission provided at Deadline 6 to reflect this. A final signed SoCG is submitted at Deadline 8 to confirm that all matters are 'Agreed'. The matters discussed related to the Environmental Impact Assessment, the Navigation Risk Assessment, shipping, navigation and other marine users, and the Deemed Marine Licence.

4.2.17. SPORT ENGLAND

- 4.2.17.1. A final signed SoCG between the Applicant and Sport England is submitted at Deadline 8 to reflect that final positions have been reached on all matters. Discussions with Sport England specifically related to socio-economics and sites of sports provision contained within the Order Limits. Matters in relation to sites of consideration were agreed. Some matters in relation to the Framework Management Plan for Recreational Impacts were Agreed.
- 4.2.17.2. Some matters in relation to the Framework Management Plan (item 4.1.3a in the SoCG) were unable to be agreed with Sport England. These relate to the mitigation and management of pitches at Farlington Fields and Langstone Harbour Sports Ground. These have a position of 'Not Agreed' at Deadline 8, but further information will continue to be provided by the Applicant to Sport England during the detailed design stage.

4.2.18. NATIONAL GRID ELECTRICITY TRANSMISSION PLC

- 4.2.18.1. A final signed SoCG between the Applicant and National Grid Electricity Transmission (NGET) is submitted at Deadline 8 to reflect where matters have reached a final position of 'Agreed'. NGET is interested in the Proposed Development as the owner of plot 1-27, as shown on the Land Plan (Aquind Interconnector Ltd, 2019), which the Applicant is seeking to acquire for Converter Station Option B(ii) and the licenced owner of electricity transmission assets at Lovedean Substation and the HVAC onshore cables which form part of the Proposed Development.
- 4.2.18.2. The matters for which agreement has been reached relate to the Development Consent Order and land and property agreements and protective provisions.
- 4.2.18.3. One matter in relation to land and property agreements and protective provisions, NGET 4.2.1 (Land Agreements) is unresolved at Deadline 8. The Applicant and NGET have not yet agreed Heads of Terms and associated land agreements. The parties expect that these will be agreed by Deadline 9, and that the Option Agreement will be drafted and agreed following the closure of the Examination.

4.2.19. PORTSMOUTH WATER

- 4.2.19.1. A final signed SoCG between the Applicant and Portsmouth Water is submitted at Deadline 8. The majority of matters of discussion have been resolved as 'Agreed' positions - including in relation to the Converter Station, the Onshore Cable Corridor and the Optical Regeneration Station.
- 4.2.19.2. There are two matters that are recorded as 'ongoing at Deadline 8' namely in relation to protective provisions and land rights / agreements. These are not matters of disagreement between the parties and it is anticipated that these matters can be agreed between the parties in the weeks following Deadline 8.

4.2.20. WEST WATERLOOVILLE DEVELOPMENT LTD/GRAINGER PLC

- 4.2.20.1. A final SoCG between the Applicant and West Waterlooville Developments / Grainger PLC is submitted at Deadline 8 (though remains unsigned). West Waterlooville Developments / Grainger PLC. is interested in the Proposed Development as a landowner within the Order Limits. Most matters in this SoCG have been 'Agreed' (including matters related to planning policy, land acquisition / rights and phasing).
- 4.2.20.2. One matter remains unresolved at Deadline 8, in relation to land acquisition / rights and phasing at 4.1.1 (easements). Heads of Terms and the Option Agreement in relation to this matter are yet to be agreed. The parties expect they will be agreed before Deadline 9. Drafting and completion of the Option Agreement will be progressed in the next 4-6 weeks following agreement of Heads of Terms.

4.2.21. SOUTHERN GAS NETWORKS PLC

- 4.2.21.1. A final signed SoCG between the Applicant and Southern Gas Networks PLC was submitted at Deadline 7c, to reflect that all matters had reached a final position of 'Agreed'. Matters in the SoCG discussed relate to the proposed cable route alignment, protective provisions and impact on existing apparatus. Protective provisions have been negotiated and agreed with Southern Gas Networks alongside the discussions held in relation to the SoCG.