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Via email to  
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## **FAO the Planning Inspectorate**

Dear Sirs,

### **RE: Deadline 8 Submission in respect of the Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project.**

In line with the Examining Authority's requests for deadline 8 of the examination, please find responses on behalf of Portsmouth City Council in summary form set out below:

#### **1. Comments on Deadline 7c**

- 1.1 PCC provides the following comments on the further submissions made at deadline 7c. As requested by the ExA matters have progressed through ongoing discussions between PCC and the Applicant and where mutual agreement has been reached this is acknowledged in these submissions.

#### **2. Further comments in respect of Highways, Transport and Traffic issues**

##### **Framework Traffic Management Strategy (FTMS)**

##### **REP7c-012 – Applicant Response to deadline 7 and 7a submissions** Table 2.9 Section 1.3 -1.13 in respect of the FTMS

- 2.1 With reference to section 1.3 para 1.1.1.3 and 1.1.1.4 – The Applicant contends that there is agreement that no further assessment work is required to establish impacts / mitigation on roads not included within SRTM. However that is not the PCC's position.

- 2.2 PCC considers that these issues were not addressed by Aquind in a timely way and given the stage the examination timetable has reached there is no time left to allow for further assessment. The Applicant has indicated an intention to address this lack of assessment and development of mitigation by providing for an expanded menu of typical interventions which could be brought forward through the section specific CTMPs in an updated FTMS to be submitted at deadline 8. Whilst helpful this will not resolve the fundamental concern that the DCO cannot be determined without assessment of those impacts and for there to be confidence that the impacts can be reasonably mitigated
- 2.3 With reference to section 1.4 para 2.4.2.1 – The Applicant proposes the addition of wording requiring LHA approval of detailed design of works and traffic management measures prior to the commencement of works in an updated FTMS to be submitted at deadline 8. Whilst helpful, PCC suggests that these details should have been developed to inform consideration of the DCO and in the absence of these the DCO application cannot reasonably be determined with any assumption as to the acceptability or otherwise of the works and traffic management measures
- 2.4 With reference to section 1.5 para 2.5.3.2 – The Applicant proposes those under 5 years old to be included within the definition of vulnerable people for inclusion in FTMS update due at deadline 8. PCC / HCC's position is that this definition should include all primary aged children.
- 2.5 With reference to section 1.7 para 2.6.1.1 – The Applicant accepts the requirement for a provisional advanced authorisation (PAA) in accordance with the Permit Scheme as necessary to secure roadspace with the only exception being emergency works. As detailed in oral submission at ISH5 PCC suggest that 'urgent works' should also be included within the exception
- 2.6 With reference to section 1.8 para 2.6.1.2 – The Applicant accepts use of photographic and scanner surveys to determine carriageway condition although seeks to limit reinstatements to that required in accordance with NRSWA 1991 and states that the applicant will not reinstate the highway to a better condition than prior to the works. This remains a difference between the Applicant and LHA as PCC require that the carriageway is in no worse condition upon completion of the works than it was prior to commencement when using photographic / scanner assessment – this may practically result in some improvement to the existing condition.
- 2.7 With reference to section 1.10 Section 2.9 – The Applicant does not agree that the signing strategy will divert traffic to different routes than that assumed in the SRTM mode, despite that being the specific intent of the signing strategy. Rather the Applicant takes the view that further traffic management measures can be incorporated into the individual traffic management strategies. Whilst helpful, this will not resolve the fundamental concern that without assessment of those impacts, the DCO cannot be determined on the basis that there can be confidence that the impacts can be reasonably mitigated.

- 2.8 With reference to section 1.12 section 7.2 – The Applicant confirms joint bay locations are only indicative and will be completed within parameters of FTMS. Whilst helpful, PCC would suggest that the ExA can have no real confidence in the location of the joint bays. PCC considers that these important details should have been developed and confirmed to inform consideration of the DCO and in the absence of certainty regarding the location of the bays, the ExA cannot assess the DCO application with an assumption that the impact can be mitigated.
- 2.9 The applicant confirms that the road closures on Farlington Ave will only be required for delivery of the cable drums although that is inconsistent with the planned approach for trenching in Farlington Avenue which envisages an eight week closure period of a 350m length detailed in the access to properties note para 4.3.2.3 refers

**As yet unsubmitted update to FTMS provide by Applicant to PCC dated 23/02/21**

- 2.10 In line with the ExA's request the Applicant has directly provided an amended FTMS document for comments by PCC directly. This document has been provided in a track changed format of the original FTMS, with an update date of 23/02/2021. There has not been an opportunity to review the FTMS Rev-004 published as part of the Examination library on 26/02/2021 to ensure it is identical to provide to PCC so for reference the version provided to PCC has been included with this submission as **Appendix 1**.
- 2.11 Within that document in Para 2.3.3.3 it is now explained that construction of the joint bays, when required in the carriageway, will be subject to the same traffic management arrangements and proposals as apply to the trenching work. However these joint bays works will occupy the carriageway for 20 days each and consequently will have a proportionately greater impact than the trenching works. For example whilst trenching works may disrupt access to individual properties for 1 or 2 days, in which case an extended walk to a parking space may be acceptable, the joint bays may disrupt that access for 20 days in which PCC would suggest that case specific convenient alternative parking provision should be identified. Furthermore information regarding joint bay location is only indicative so cannot be relied upon by the ExA when determining the application. To be clear, the impact of the joint bay work within the carriageway has neither been assessed nor has there been the chance to consider any mitigation to any impact therefrom.
- 2.12 Para 2.5.3.6 explains that the exact traffic management strategy for side road accesses will be agreed with the Highway Authority through submission of detailed designs and traffic management measures prior to the commencement of works. PCC suggests that these details should be provided at this stage to give the ExA confidence that safe arrangements with adequate traffic capacity can be achieved. In the absence of these it is the view of the LHA that the ExA does not have sufficient information in making its determination and recommendations to the Secretary of State to conclude

that the impact of the scheme or its mitigation has been addressed to allow a positive determination of the DCO

- 2.13 Section 2.6 para 2.6.1.1 recognises that additional traffic management measures may be necessary to mitigate impacts on minor roads outside of the onshore cable route and detail a list of the sorts of interventions which may be considered. As noted above, it remains the case that the impact of diverted traffic on roads which are not included in the Strategic Transport Model have not been determined nor have specific interventions been developed to mitigate those impacts. In the absence of this detail it is the view of the LHA that the ExA does not have sufficient information in carrying out its assessment of the DCO to conclude that the impact of the scheme or its mitigation is acceptable.
- 2.14 Para 2.6.1.3 explains that should the committed part signalisation of the A3(M) junction 3 scheme be implemented prior to the construction of the cable route, then this will require further consideration. The approach in these circumstances in PCC's view should have been to have developed them properly to ensure that the impacts of the scheme could be reasonably mitigated and the ExA's deliberations as to the DCO being informed accordingly. In the absence of this information again it is the view of the LHA that the ExA does not have sufficient information regarding the impact of the scheme nor mitigation required to allow for a positive assumption to be made about such impacts in the determination of the DCO.
- 2.15 Para 2.7.1.3 helpfully explains that reinstatement will be agreed with the relevant LHA through the use of post condition photographic and scanner surveys. As noted above it is the LHA view that when so assessed the condition of the highway must as a minimum be no worse than that found prior to the commencement of the works and the FTMS should be explicit in that regard.
- 2.16 Para 2.14.1.2 refers to the use of traffic marshals being 'considered' in certain locations. At this stage in PCC's view commitment should be made to the provision of such marshals to give confidence that the impacts will be satisfactorily mitigated. In the absence of such commitment the ExA cannot be assured that the impacts will be satisfactorily mitigated
- 2.17 Para 7.2.1.5 explains that the joint bay envisaged in Farlington Ave will be accommodated through signal controlled shuttle working each requiring 20 days per circuit. Therefore in this location traffic management will be in effect for 40 days simply for the joint bays in addition to that required for trenching. This will have an increased impact on local residents which has not been assessed or mitigation proposed. For example whilst trenching works may disrupt access to individual properties for 1 or 2 days, in which case an extended walk to a parking space may be acceptable, the joint bays may disrupt that access for 20 days in which case specific convenient alternative parking provision should be identified. Furthermore information regarding joint bay location is only indicative so cannot be relied upon by the ExA when determining the application.

- 2.18 Section 7.3.2 explains the road closure necessary for the trenching work in Farlington Ave for a 350m length with construction zones of 100m. Given progress rates in the order of 24m/day (para 2.3.2.1 refers) even if construction lengths are reduced to 100m that will practically prevent access to properties for a 4 /5 day period. This will have an increased impact on local residents which has neither been assessed nor mitigated. Rather, Para 7.3.2.4 explains that detailed traffic management strategies should include additional traffic management measures. In the absence of this detail it is the view of the LHA that the ExA does not have sufficient information to be confident that the impact of the scheme can be satisfactorily mitigated in carrying out their assessment as to the determination of the DCO.
- 2.19 Para 7.8.2.3 similarly indicates that additional traffic management interventions may be required on residential roads east and west of Farlington Ave, West of the A2030 Eastern Road and north of Grove Road. The impact of the works on these roads has not been assessed and it is the view of the LHA that the ExA does not have sufficient information regarding that impact or the sufficiency of the mitigation required in carrying out their assessment as to the determination of the DCO.
- 2.20 Para 8.1.1.7 explains that works on Fitzherbert Road may be undertaken on a 24hr working basis to minimise disruption although does not make any commitment to that. As a consequence it is the view of the LHA that the ExA does not have sufficient information to be confident about the acceptability of the impact of the scheme and/or whether it can be satisfactorily mitigated in their assessment as to the determination of the DCO.
- 2.21 Paras 10.2.1.14 and 10.3.1.16 consider the traffic management required for a section of Eastern Road and explain that detailed traffic management strategies should include consideration of additional traffic management measures on residential roads between London Road / Kingston Road / Copnor Road and between Tangier Road/ Baffins Road and Eastern Road. The impact of the works on these roads has not been assessed and once again it is the view of the LHA that the ExA does not have sufficient information regarding the acceptability of that impact or the detail and sufficiency of any mitigation required in carrying out their assessment of the DCO.

### **Revised Framework Construction Traffic Management Plan (FCTMP)**

#### **REP7c-012 – Applicant Response to deadline 7 and 7a submissions**

Table 2.9 Section 1.14-1.19 in respect of the FCTMP

- 2.22 With reference to section 1.17 - The Applicant disputes the need for S278 agreements for construction access suggesting that these can be managed through S106 and minor works agreements – this does not reflect the most

recently updated FCTMP which included provision of S278 agreements and in PCC's view had resolved the position.<sup>1</sup>

- 2.23 With reference to section 1.18 - in para 6.1.1.3 the Applicant disputes that detailed solutions in individual section specific CTMPS are required to allow determination of the DCO application. This is not agreed by PCC and remains a point of contention between PCC and the Applicant.

**As yet unsubmitted update to FCTMP provide by Applicant to PCC dated "February 2021"**

- 2.24 In line with the ExA's request the Applicant has directly provided an amended FTMS document to PCC for their comments. This document has been provided in a track changed format of the original FCTMP, with an update date of "February 2021". There has not been an opportunity to review the FCTMP Rev-004 published as part of the Examination library on 26/02/2021 to ensure it is identical to provide to PCC so for reference the version provided to PCC has been included with this submission as **Appendix 3**.
- 2.25 Within that document Para 2.8.7.5 and table 6 at para 3.6.1.1 considers access for AILs and explains that where these are required for delivery of cable drums to joint bays they will may be limited to overnight / weekend periods to mitigate the impact of loads moving through the highway network; however this does not recognise that residential parking demand is increased in the evenings and at weekends. Where on street parking suspensions are necessary to facilitate access of AILs this should be undertaken during the day (outside of peak hours) as was reported to the ExA in ISH5 by Mr Williams on behalf of the applicant.
- 2.26 Para 7.4.1.3 helpfully explains that reinstatement will be agreed with the relevant LHA through the use of post condition photographic and scanner surveys. It is the LHA view that when so assessed the condition of the highway must as a minimum be no worse than that found prior to the commencement of the works and the FCTMP should be explicit in that regard.

**Joint Bay Technical Note (JBTN)**

**REP7c-012 – Applicant Response to deadline 7 and 7a submissions**

Table 2.9 Section 1.24-1.26 in respect of the JBTN

- 2.27 With reference to sections 1.24 – 1.26 the Applicant contends that the JBTN is an indicative feasibility study and reiterates that joint bays will be located off carriageway as far as possible. Whilst the proposals in the updated JBTN (REP7-073) seem acceptable, given its status as indicative only, no reliance can be placed on this to enable the ExA to assess the DCO and make

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<sup>1</sup>PCC are aware that an appropriate s278 agreement has been drafted pursuant to the updated FCTMP. The drafting of this has been agreed with PCC and is attached for the ExA's reference at Appendix 2A and Appendix 2B (for the purpose of the submitted UU it would be Appendix 4 to that document).

recommendations to the SofS on the basis that it has sufficient information to assume that the impact of the joint bays works will be acceptable.

## **Portsbridge Roundabout Technical Note (PBTN)**

### **REP7c-012 – Applicant Response to deadline 7 and 7a submissions**

Table 2.9 Section 1.39-1.48 in respect of the PBTN

- 2.28 With reference to sections 1.39-1.48 - The Applicant and PCC disagree what is, and is not, the logical diversion route around the proposed works for the on-shore cable corridor at A2030 Eastern Road. However it is acknowledged that the SRTM model has shown the higher order route (M275) is predicted to be the preferred diversion route for drivers attempting to avoid works at Eastern Road. PCC would agree this may be the case for drivers unfamiliar with the area, however those familiar and/or needing to reach areas in the east of Portsea Island are unlikely to take a far more circuitous route unless forced to. It is more likely in PCC's view that drivers will take the nearest route round the works which will inevitably involve an increase in movements leaving the A27 to Portsbridge Roundabout or potentially routing between primary routes utilising smaller residential roads, the safety impacts of which are unknown.
- 2.29 It is acknowledged that the Applicant has now produced an updated signage strategy, Travel Demand Management (TDM) strategy and communications strategy. There are also further measures proposed for the FTMS to address any safety concerns on residential roads. It still remains to be seen however whether the applicant has adequately modelled the impacts of the works, and whether these measures can counteract the significant disruption likely to be caused to traffic moving to/from Portsea Island. The LHA have the benefit of experience managing the network in this part of the city, and monitoring during the pandemic has shown that local traffic overwhelmingly favour using the route through the centre of Portsea Island, using Portsbridge Roundabout to access the northern areas of the city and the wider city region. There has been a significant uplift of traffic year on year using this route and a decrease in traffic using the remaining two routes (M275/A2030) - presumably as a result of lockdown and homeworking. This would suggest that the assumptions made by the model might not necessarily match the logical response/intuition of residents looking to avoid road works at Eastern Road.
- 2.30 Model plots requested of the wider Portsmouth highway network have not been produced to show the outputs of the strategic model to better understand why the works would have the predicted effect of reducing the number of vehicles using Portsbridge Roundabout as well as the more predictable reduction in traffic at Eastern Road. PCC considers that if this were the case, it would be expected that significant east-west movements would be seen for vehicles routing across to/from the M275 which the Applicant's modelling suggests is the preferred route. This diversionary east-west movement has not been borne out in the Applicant's assessment which in part leads the LHA to conclude that the traffic is utilising the smaller residential roads which are not included in the strategic model. The updated

mitigation strategies are welcomed, however at this late stage of the examination process, it is still not clear whether the scope and effectiveness of these strategies will be sufficient given that the LHA cannot have full confidence that the modelling accurately reflects the impacts.

**As yet unsubmitted update to 'Onshore Cable Route Construction Impacts on Access to Properties and Car Parking and Communication Strategy' provided by Applicant to PCC dated " 24 February 2021"**

- 2.31 In line with the ExA's request the Applicant has directly provided PCC with an amended Onshore Cable Route Construction Impacts on Access to Properties and Car Parking and Communication Strategy document for its comments. This document has been provided in a track changed format of the original Onshore Cable Route Construction Impacts on Access to Properties and Car Parking and Communication Strategy, with an update date of "24 February 2021". For reference the version provided to PCC has been included with this submission as **Appendix 4**.
- 2.32 Within that document, Section 5.2 explains the approach taken to establish the availability of alternative parking facilities within a reasonable walking distance of displaced parking. It is explained at 5.2.1.1 that residential parking surveys have been undertaken in accordance with the Lambeth model. However as the ExA will be aware the Lambeth methodology is specific that the walking distance to be considered is 200m. That is consistent with the walking distance considered reasonable by PCC when considering the proximity of off-site parking opportunities relative to new residential development. Despite this the Applicant has applied a walking distance of 400m which is more appropriate when considering the proximity of retail / employment / education / leisure and access to public transport.
- 2.33 PCC have misgivings regarding the detail of the Lambeth methodology which practically overestimates the availability of on street parking spaces as it relies on a formulaic approach in which the length of available parking roadspace is divided by 5 to determine the parking capacity. However this does not recognise the impact of inconsiderate or indiscriminate parking and predicts a level of parking capacity which simply is not realised as a matter of fact on street. Furthermore at para 5.4.2.1 it is explained that the available road length has been divided by 4.5 (rather than 5 as recommended in the Lambeth methodology) to determine onstreet parking capacity. There is no justification for this which will simply act unrealistically increase the number of alleged parking spaces available on street.
- 2.34 Para 5.4.2.2 further explains that where parking surveys have not been undertaken, an existing parking occupancy rate of 75% has been assumed without basis or justification.
- 2.35 It is the LHA view that the approach to determining both the number of onstreet parking spaces and practical availability of those within a reasonable walking distance of the displaced spaces is severely flawed and that the ExA can place little weight on the contention that displaced parking can be

accommodated elsewhere on street within a reasonable walking distance. There are no practical mitigations for displaced on street parking proposed which is of particular concern on the:

- ALL routes via Locksway Road / Longshore Way and Kingsley Road where parking would need to be restricted over very significant lengths and the neighbouring streets are characterised by terraced property where the demand for on street parking already exceeds the space available; and
- Farlington Avenue where a road closure is thought necessary for an extended period

2.36 The assessment underestimates the impact of parking displacement on residential amenity and air quality arising from drivers circulating whilst hunting for a place to park. This is likely to result in vehicles being parked at junctions / obstructing footways or where parking is restricted to the detriment of highway safety. This impact has not been properly assessed and it is the view of the LHA that the ExA does not have sufficient information regarding that impact or the mitigation required to allow the ExA to conclude the impact will be acceptable

**As yet unsubmitted update to Framework Signage Strategy provided by Applicant to PCC and undated**

2.37 In line with the ExA's request the Applicant has directly provided to PCC an amended Framework Signage Strategy document for its comments. This document has been provided in a clean format but is undated. For reference the version provided to PCC has been included with this submission as **Appendix 5.**

2.38 While PCC is satisfied in principle with the traffic signing strategy, PCC notes that it does direct traffic to use routes which are not necessarily those to which traffic is found to reassign in the strategic traffic model (SRTM). As such this undermines the validity of the re-routing predictions in the SRTM model runs and consequently confidence in all of the assessments which rely / draw from those findings which must be considered in that light. This should act to reduce the confidence which the ExA can have in both the determination of impacts and effectiveness of mitigation claimed in the information supporting the DCO application.

**3. Further Comments on Framework Management Plan for Recreational Impact (FMPRI)**

**AS-062 Framework for the Management Plan for Recreational Impacts (FMPRI)**

3.1 Following review of the updated FMPRI, PCC must express its concern that it still contains fundamental failings in respect of the objective it seeks to satisfy,

namely, to mitigate the impacts on recreational, Open Space Special Category Land of the construction of the DCO scheme.

- 3.2 Of principal concern is that the impacts cannot be mitigated – there will be the loss of the availability of recreational land resulting in the loss of playing pitches for an undetermined period of time. As a Framework plan the timescales and work areas at all sites are indicative only and give no guarantees over the areas impacted or the timescale of disruption, making a full impact assessment on sports pitches impossible to confirm.
- 3.3 It is noted that the FMPRI has been produced following the production of recommendations from an independent agronomist, however the FMPRI does not confirm that those recommendations will be adhered to. There remains significant uncertainty as a result of the Applicant's decision to attempt to produce a full and effective FMPRI dealing with all the impacts only in the final weeks of the Examination. PCC would note that the assessment of the drainage system at Farlington Playing Fields, the primary reason the Applicant has delayed in submitting a valid FMPRI, was undertaken over only a partial area of the site. Conclusions drawn in respect of the drainage system in particular, which purport to relate to the whole site must therefore be considered within that context.
- 3.4 The FMPRI seeks to minimise the loss of playing pitches, but the FMPRI is only a demonstration of what *could* be achievable, and the proposals are not secured in the dDCO to provide any comfort at all to PCC or the occupiers/users of the land.
- 3.5 In addition, even having consulted with a specialist agronomist, and having sought to reduce the reinstatement periods for playing pitches, the occupation of land is not time limited, and as such the displacement from land within the Order limits has to be assumed to be for the 5 years (plus any reinstatement or other further period under Article 31 of the dDCO).
- 3.6 The Applicant, in correspondence with PCC on 26<sup>th</sup> February 2021, has confirmed that they now recognise the necessity of a Community Fund to assist with the mitigation of the adverse impacts on Sports and Recreation in the City. While this concession is of course welcome, PCC must observe that this comes far too late in the Examination process and for no apparent reason. It means therefore it is too late to enable the relevant parties to thoroughly consider it and for the ExA to benefit from the full scrutiny it deserves. The Applicant has failed to approach the DCO process in the spirit of the 2008 Act and the Guidance.
- 3.7 Following review of the FMPRI PCC was able to confirm that there remained unmitigated adverse impact on playing pitch provision, and of course as a consequence, associated adverse impact on sport, community and well-being derived from this. As what might be termed a valid FMPRI has been provided only in the final few weeks of the Examination, PCC has not had the necessary time to provide a detailed evaluation of the evidence and indeed

the adverse impacts. PCC has therefore had to base its assessment on the Applicant's submission and remains prejudiced thereby.

- 3.8 Appendix C of the FMPRI suggests the indicative best case scenario of adverse impacts on sports pitches is a loss of 32 weeks of football pitch capacity (8 weeks in both football playing seasons of 2022 and 2023 on both pitches 4 and 8 at Farlington Playing fields), and a loss of 55 weeks of cricket pitch capacity (12 weeks at Langstone Cricket pitch in the playing season of 2023, 17 weeks at Farlington Cricket pitch 3 in 2022 and 13 weeks in 2023 at both Farlington Cricket pitches 2 and 3). The Applicant suggests that further loss of pitch capacity was to be avoided through the future submission of Recreational Management Plans for each section of works and the associated realigning of pitches within and beyond the order limits. The submission to PCC for agreement of Recreational Management Plans for each playing field prior to relevant commencement was included in a bilateral Draft Development Consent Obligations Agreement submitted to PCC by the Applicant on 21<sup>st</sup> February 2021, with the purpose of bringing the purpose of the FMPRI into the scope of the DCO and binding the Undertaker to comply with the Recreational Management Plans. The Applicant, on that same date, submitted a draft "Deed of Undertaking for Sports Pitches", seeking to bind PCC to allow the Applicant to enter land outside the Order Limits to undertake realignment of pitches at their cost, but again, in accordance with a Recreational Management Plan submitted in accordance with the proposed Development Consent Obligation
- 3.9 On this basis PCC has estimated a Community Fund of £100,000 would assist with managing and mitigating the adverse impacts on laying pitches, community infrastructure capacity, community cohesion and health and well-being. However since attempting to assist the Applicant in this way, the Applicant has altered its position and does not now intend to include any form of draft Development Consent Obligation (on a bilateral or unilateral basis) which addresses the submission of Recreational Management Plans. Neither is the Applicant seeking to agree to undertake pitch realignment outside of the Order Limits. This dramatically increases the adverse impact to sport and recreation within the City.
- 3.10 The Applicant, in correspondence with PCC on 26<sup>th</sup> February 2021, has suggested that "*reinstatement and realignment of sports pitches within the order limits is now secured via paragraphs 6.2.9.10 to 6.2.9.16 of the OCEMP (which will be updated at Deadline 8).*" PCC has had no sight of what update might be proposed to secure the appropriate control, quality and guarantee of realignment and reinstatement, and, as the Applicant does not intend to provide this update until Deadline 8 PCC will be denied the opportunity to properly comment on this issue.
- 3.11 Currently paragraphs 6.2.9.10 to 6.2.9.15 (there is no 6.2.9.16 in the DL7 version REP7-032) of the OCEMP provides no guidance of the efficacy of mitigation or how it is to be secured as it refers only to the FMPRI in general and to adopting specific mitigation only where necessary. In its response at Deadline 7 (REP7-08) and 7c (REP7c-010), in respect of the specific question

posed by the ExA regarding how the mitigation measures and recommendations in the FMPRI would be secured in any DCO, the Applicant referenced the OOCEMP but confirms its intentions to do so through a s106 Planning Obligation. PCC are at loss to understand why the Applicant agreed that these obligations were necessary to make the proposed development acceptable in planning terms at Deadline 7c, and in correspondence on 21<sup>st</sup> February 2021 and are now in a complete volte face not proposing to include them in their template Development Consent Obligations at all.

- 3.12 While PCC have been denied the benefit of considering the further amendments to the OOCEMP that the Applicant proposes at Deadline 8, it nevertheless expresses significant concern that relying on a Construction Environmental Management Plan to manage recreational impacts fails to give the ExA the appropriate confidence that the mitigation within the FMPRI, discussed only in general terms and limited as it is, will be secured. The ExA is encouraged to consider appropriate revisions to the draft Development Consent Obligation at requirement 15 which would be necessary to give effect to whatever revision to the OOCEMP the Applicant is considering.
- 3.13 PCC has therefore suggested alternative wording for a template Unilateral Undertaking that it invites the Applicant to adopt and the ExA to require to reinstate the appropriate obligations to increase confidence that the measures of the FMPRI can be secured.
- 3.14 PCC also note that the Applicant, in their correspondence of 26<sup>th</sup> February 2021 has omitted all reference to seeking to realign pitches outside of the order limits as a form of mitigation. The fact that this option has been discussed is, PCC suggests, once again indicative that the Applicant failed to properly consider the impact of their application and necessary land within the order limits required to mitigate the project prior to submission of the application. It does not explain however why the Applicant has now abandoned this matter.
- 3.15 This is particularly relevant at Bransbury Park where the only mitigation discussed in the FMPRI is achieved through realigning pitches outside of the Order Limits. As such no real effective mitigation is now proposed at that site.
- 3.16 PCC is therefore, within its alternative draft Unilateral Undertaking, suggesting an obligation for the Applicant to use reasonable endeavours to promote those options with the Council. Notwithstanding that, PCC would wish to make clear that the Community Fund proposed, and agreed by the Applicant as a £100,000 Sport and Recreation Fund, as noted above, has been assessed on the basis of the unmitigated harm as described in Appendix C of the FMPRI. Without securing the proposed pitch realignments within and without the Order Limits as anticipated in the FMPRI the unmitigated harm is significantly greater and the associated Fund, fairly and reasonably related in scale and kind to the proposal, needs to be significantly increased.
- 3.17 The £100,000 suggested fund would support a combined loss of 87 weeks of individual pitch capacity for football and cricket, as described in Appendix C.

Without pitch realignment outside the Order Limits a further 12 weeks of pitch loss at Bransbury Park would be caused; without certainty of managing pitch realignment within the order limits the 9v9 pitch and pitch 10 would also be greatly affected for the 16 weeks works are phased to occur in that area.

- 3.18 Under the uncertain approach now proposed by the Applicant PCC must suggest a greater Sport and Recreation Contribution is warranted and asks the ExA to support that in order to reflect the increased adverse effects the Applicant has chosen to leave unmitigated. It is increasingly challenging however to estimate the appropriate level for such contributions given the late submission of the FMPRI has prevented PCC from assisting to produce a management plan. It is also noted that the more pitches that are affected, the greater the burden on PCC to seek to ameliorate the unmitigated harm through scheduling and relocation. Under the Applicant's current position and without as a minimum, an obligation on the Applicant to make reasonable endeavours to enter an agreement with PCC for mitigation outside the DCO Order Land, a contribution of £250,000 would therefore be recommended by PCC.
- 3.19 This suggestion however must be considered in light of the confidence, or lack thereof, that the ExA can have that the scenario described in the FMPRI, and the mitigation assessed against it is the appropriate basis for considering the adverse impacts to recreation. As noted above, the FMPRI is an indicative document at best, and as the Applicant has not sought to limit their Order, in size or duration. The Order Limits, particularly at Farlington Playing Fields where it impacts on 11 playing pitches, are drawn excessively wide for the construction of the final line of the project and simultaneously unduly narrow to allow for realignment of the pitches. The impact will be for the full five years of the project's construction and beyond. As such the unmitigated impact on playing pitches and associated community, health and well-being could be of a magnitude many times greater than discussed in the FMPRI and considered by PCC above.
- 3.20 PCC would express further concern that the Applicant has not properly accounted within the FMPRI for the needs of the Victorious Festival campsite on August Bank holiday weekends. At para 4.2.1.20 the Applicant appears to concede that they cannot guarantee the quality of the surface at Farlington for Victorious festival camping. As PCC have stated previously the whole site is required. The Applicant has provided no mitigation to the disruption caused to this important event over two consecutive years. Unfortunately, PCC do not have any alternative venues that offer the size, infrastructure, road links and location. The organiser needs to know the state of the field and areas available almost a year in advance to plan the site when tickets go on sale, and the Applicant appears unable to provide this notice. PCC can confirm that 3 weeks are required for camping from set up to site hand back, not the 2 weeks allowed for in the indicative phasing plan. While appropriate direct compensation will be managed through the Compulsory Acquisition process, PCC can confirm to the ExA that the camping is an important part of the festival and allows attendees to stay for the full 3 days of the music festival. The camping option is something that is included in all festivals of any size,

and in an industry that has been severely impacted by Covid 19 in 2020 any further impact on the viability and deliverability of the festival may have critical permanent impacts.

- 3.21 PCC is also concerned that Appendix D of the FMPRI, the Farlington Fields method statement, has incorrectly suggested that alternative parking is available. PCC is unclear why the whole of the Farlington car park is necessary for all the phases of construction, but notwithstanding this general concern, the alternative parking suggested by the Applicant is not of equal provision; it is used by visitors to Farlington Marshes and is not under the control of PCC. The area referred to is a 400m walk away to the first parking area which is very small and heavily used and with around 550m to the larger area. This route is across 2 slip roads serving the A27. It is clearly not a realistic expectation for sports pitch users to use these car parks and transport equipment over this route or distance. Such parking is not therefore suitable mitigation for this impact.

#### **4. Further Comments in respect of the Draft DCO, planning obligations and planning performance agreement**

- 4.1 PCC have not managed to achieve Common Ground with the Applicant in respect of the drafting of the DCO or the provision of development consent obligations. Consequently to accompany those matters expressly dealt with in the SoCG between the Applicant and PCC, a table has been prepared (**Appendix 6**) following ISH4 detailing PCCs comments in respect of the dDCO articles and requirements. Without prejudice PCC would invite the ExA to consider the concerns and alternative drafting contained therein for incorporation within the DCO.
- 4.2 The Applicant and PCC remain in disagreement regarding the matters to be managed through development consent obligations, as noted above. Consequently without prejudice PCC has provided alternative template drafting of a unilateral undertaking (**Appendix 7A and 7B**) that the ExA is invited to prefer and include within the DCO pursuant to the newly proposed Article 50.
- 4.3 It is PCCs position that appropriate post consent resourcing provision for Local Authorities, to respond to the extraordinary burden created on LAs by the Applicants DCO, should be secured through the DCO itself rather than relying on PPA agreements solely outside the DCO process. As previously raised and in its post hearing note for ISH4 PCC has highlighted a mechanism to secure resourcing under a PPA through an enforceable provision of the DCO, through the requirement of a Development Consent Obligation. To assist the ExA PCC has also included such an obligation within its alternative Unilateral Undertaking template.
- 4.4 The Applicant, in correspondence of 26<sup>th</sup> February 2021 confirms that it remains committed to entering into a PPA with PCC, and has in fact agreed a PPA for current work undertaken, albeit it continues to contest elements of costings within it. While the Applicant has had a draft PPA from PCC since 24<sup>th</sup> February

2021, and despite their stated commitment, they have not provided a response to enable the matter of resourcing to be resolved. PCC is aware however that the Applicant has agreed a post-consent PPA with Hampshire CC, and are therefore in the invidious position where there are unreasonable expectations of PCC managing the significant post consent work, both as LPA and LHA without appropriate resourcing purely as the Applicant has chosen not to progress discussion with PCC, whereas agreement has been reached with HCC as a LHA. This inequity of approach is not considered reasonable and consequently PCC firmly recommend to the ExA that a mechanism, in line with PCCs suggested Development Consent Obligation, is included within the DCO to ensure appropriate resourcing is enforceable. To assist the ExA to this end PCC attach the most recent draft PPAs provided to the Applicant (**Appendix 8A, 8B, 8C & 8D**), to illustrate the form of template agreement that could be required in line with a Development Consent Obligation.

- 4.5 The Applicant has informed PCC that they intend to include provision in the DL8 dDCO for the payment of 'fees' for managing requirements and requests. As discussed in the ISH the payment of nominal fees is a separate matter above and beyond the necessity to enter into binding obligations to cover the true costs to PCC, and thus the taxpayer, of managing post-consent matters.

## **5. Response in Respects of Air Quality**

- 5.1 PCC has reviewed the Applicant's responses to the ExA's second examination questions (ExQ2) submitted at deadline 7 and 7c, in respect of Air Quality matters and provide the further comments below to assist the Examination.
- 5.2 **AQ2.2.1:** It is acknowledged that the scenarios indicated in the sensitivity tests presented in ES Addendum 2 Appendix 5 [REP7-067] are a worst case, as they show work on the highway being carried out for 52 weeks of the year. However, as the exact periods of disruption are yet to be identified and there are various points of uncertainty within the modelling, PCC would advise the ExA that it is appropriate to use these figures which suggest that the proposed development could inhibit compliance with the Ministerial Direction and not assume the impact would be less.
- 5.3 **AQ2.2.4:** Whilst the methodology used by the Applicant to consider the impact on air quality of the proposed development has been agreed, PCC do not agree with the conclusion drawn by the Applicant within the Applicant's Comments on Other Parties' Responses to the Examining Authority's Second Written Questions [REP7c-010] that "*those areas of concern that are predicted to be non-compliant remain so with or without the Proposed Development, and those that are predicted to achieve compliance remain compliant with or without the Proposed Development.*" The increase in concentrations of NO<sub>2</sub> although they might be characterised as slight have the clear potential to cause exceedances which would inhibit compliance by PCC with the Ministerial Direction and the Air Quality Regulations.

## 6. Further Comments in respect of Compulsory Acquisition

### **AS-062 Framework for the Management Plan for Recreational Impacts (FMPRI)**

- 6.1 In respect of the Farlington Playing Fields, Plate 2 in the document shows the extent of the 'Indicative Temporary Works Area,' which also accommodates the Indicative HVDC Cable route.' However, this demonstration of the anticipated land requirements does not align with the Order limits; the phasing plans in Appendix A of the document show an increase in the land requirements demonstrated on Plate 2, in Phases 3 and 8, but even with this proposed increase in the occupation of land, there remains a significant discrepancy in respect of the Order limits and the land that the Applicant has identified it requires for the development.
- 6.2 As per S.122 of the Planning Act 2008, powers of compulsory acquisition can be granted to private promoters of a DCO only if the Secretary of State is satisfied that the land:
- a) is required for the development to which the development consent relates,
  - b) is required to facilitate or is incidental to that development, or
  - c) is replacement land which is to be given in exchange for the order land under section 131 or 132
- 6.3 Further, the Secretary of State must be satisfied that 'that there is a compelling case in the public interest for the land to be acquired compulsorily.'
- 6.4 The Applicant has simply failed to demonstrate that all the land over which it is seeking powers is *required*. The FMPRI serves to demonstrate the opposite of the test in that a significant amount of land in the Order limits is evidently *not* required and therefore the tests as applied in S.122 cannot be satisfied. Therefore, powers should not be granted over land that is within Order limits but has been demonstrated (by the Applicant) to not be required.
- 6.5 The Applicant is required, not only to satisfy the two conditions in S.122, but also to demonstrate the 'proposed interference with the rights of those with an interest in land is for a legitimate purpose, and that it is necessary and proportionate (paragraph 8 of the Guidance).
- 6.6 The Applicant has failed to demonstrate the interference with property rights is proportionate, and in practical terms at Farlington, this mean the reported anticipated impacts in the FMPRI are misleading; Phases 3 and 8 have the widest anticipated land take, and are said to impact on 5 playing pitches, but the Order limits demonstrate an impact on 11 playing pitches.

- 6.7 As drafted, the FMPRI and the dDCO provide no certainty whatsoever that the land take will be limited to reflect the anticipated impacts in the FMPRI – the assumption has to be the 11 pitches will be potentially impacted for 5 years.
- 6.8 The same concerns apply in respect of the Zetland Field (Plate 9) and Fort Cumberland Road Car Park – the Order Limits are considerably broader than the land requirements identified in the FMPRI and the anticipated duration of occupation in the FMPRI is disproportionate to the duration in which powers will be in place.
- 6.9 It is clear in PCC's view that the Applicant has failed to meet the requisite statutory tests.

**REP7c-010 - Deadline 7c Submission - 7.9.38 Applicant's Comments on Other Parties' Responses to the Examining Authority's Second Written Questions**

- 6.10 **Table 1.1 – DCO2.5.1**  
PCC aligns with East Hampshire District Council in its interpretation of the S.35 Direction in respect of the Planning Act 2008 and relevant associated guidance and considers that spare capacity provided by the Fibre Optic Cables (FOCs) to be neither part of the principal development, nor associated development.
- 6.11 **Table 1.2 – CA2.3.4**  
PCC agrees with Hampshire County Council; the circumstances in which acquisition of sub-soil will be required by the undertaker are unclear. The Applicant has also failed in its obligation as per Guidance to secure the land required for the scheme by agreement. This is relevant, not only to PCC, but residents of neighbouring properties whose land may well be required.

**Table 1.8 - Portsmouth City Council**

- 6.12 **CA2.3.2**  
PCC's concerns over the Applicant's lack of funds remain. The lack of progress on agreements with Affected Persons, the refusal to engage in negotiations with owners of sub-soil interests (contrary to Guidance) reflect the Applicant's lack of resources.
- 6.13 The Applicant has also continually failed to recognise that funds are required now, to address paragraph 18 of the CA Guidance, that 'the resource implications of a possible acquisition resulting from a blight notice have been taken account of.'
- 6.14 As identified in previous submissions, the Town and Country Planning Act 1990 identifies land as being blighted once the application for development consent has been made, and as such the resources for the acquisition of land, compelled via a blight notice, need to be demonstrated. Those resources, distinct from the Applicant's promised future funding, need to be demonstrated to be in place now, and they are evidently not.

- 6.15 **CA2.3.13**  
PCC has repeatedly raised concerns in respect of the Applicant's funding position and made specific reference to a request for a bond at DL5, oral representations at CAH2, and DL6.
- 6.16 **DCO2.5.1**  
PCC has set out in detail at DL7 why the spare capacity FOCs that are proposed to be utilised for the separate commercial telecoms use and supporting infrastructure should not be interpreted as a matter of law as forming either part of the principal development, or associated development. PCC's position is unchanged in this respect.
- 6.17 **OW2.12.5**  
PCC has commented separately on the FMPRI **[AS-062]**, including the Method Statement that is annexed to that document. PCC has provided a draft Method of Working document to the Applicant on 14<sup>th</sup> January 2021, which PCC is awaiting comments on from the Applicant. This will include site specific requirements for sensitive sites within PCC's ownership, including Farlington Playing Fields and other sites.
- 6.18 **SE2.15.1**  
PCC and the Applicant are not in agreement in respect of the number of car parking spaces that will be lost in respect of the ORS building and associated screening. This is relevant in respect of conversations on-going regarding compensation for the land for the land required by the Applicant, between the parties' respective agents.
- 6.19 Conversations between the Applicant and PCC are continuing in respect of the appropriate method for formalising the requirements at Fort Cumberland Road Car Park, being either the S106 or/and the land agreement being negotiated.
- 6.20 **SE2.15.4**  
As set out in the CA related comments in respect of the Framework for the Management Plan for Recreational Impacts (FMPRI) **[AS-062]** the impacts presented in that document do not align with the Order limits or timescales provided for in respect of occupation of land in the draft DCO. Further, the proposed realignment of pitches is not provided for within the Order limits, and as such the mitigation cannot be delivered as proposed in the DCO as drafted.
- 6.21 **Table 1.11 - DCO2.5.1**  
PCC aligns with Winchester City Council in its interpretation of the S.35 Direction in respect of the Planning Act 2008 and relevant associated guidance and considers that spare capacity provided by the Fibre Optic Cables (FOCs) to be neither part of the principal development, nor associated development.

**REP7c-012 Applicant's Response to Deadline7 and 7a Submissions**

Table 2.9 Paragraphs 1.68 1.69

- 6.22 The Applicant has failed to recognise that the land in the Order limits is already ‘blighted land,’ as defined in the Town and Country Planning Act 1990, and as such, a liability in respect of statutory blight has been in place since the application was submitted.
- 6.23 Therefore, the availability of (potential) future funding to which the Applicant consistently directs its responses in no way satisfies concerns over how it will service this exiting liability.
- 6.24 At paragraph 1.69 the Applicant states: ‘*There is no evidence put forward by PCC to confirm any blight has occurred which a blight notice could be served in relation to.*’ No evidence is required, it is a matter of fact confirmed in statute, not a matter, as the Applicant has mis-interpreted, to be ‘*whether any actual blight occurs.*’
- 6.25 Paragraph 1.71: PCC has requested a bond at DL5, CAH2 and DL6.
- 6.26 Paragraph 1.72: PCC disagrees with this statement and directs the Applicant to a meeting held with the Planning Inspectorate on 8<sup>th</sup> August 2019, pursuant to S.51 of the PA, whereby the Applicant stated that it was intending to apply for the compulsory acquisition of rights to ‘*install, operate and maintain the cable in the land beneath the highway...as opposed to seeking to negotiate private agreements with the presumed owners of highway subsoil.*’
- 6.27 Further, the ‘dedicated team’ referenced by the Applicant has, from PCC’s observation, been a single hard-working individual. A lack of resources and failure to satisfy the Guidance has resulted in the lack of agreements being reached with landowners and failure to satisfy Guidance.
- 6.28 Paragraphs 1.73-1.74: The Applicant’s statement that ‘None of the schemes referred to below involved negotiation with owners of subsoil’ is incorrect – compensation was offered in advance on HS2 and the Southampton to London Pipeline DCO.
- 6.29 Paragraph 1.93: PCC does not, as suggested by the Applicant, accept that the car park is not Open Space (or Special Category Land), and reiterates that it is a car park that serves, is contiguous to Open Space land, and that Applicants should take a cautious view and consider the use of land in practical (fact and degree) terms, not just strict statutory definitions.
- 6.30 Paragraph 1.96: PCC remains concerned that the discrepancy between the phasing plans in the FMPRI and the Order limits results in the FMPRI being, at best, meaningless, and at worst mis-leading, in demonstrating the anticipated impacts on recreational land.

## **7. Further Post-hearing notes/submissions**

- 7.1 PCC has attached, **Appendix 9**, a Post Hearing Note following matters raised at the hearing of ISH4 and by reference to the ExA’s agenda.

7.2 At the request of the ExA at ISH4 a Post Hearing note in respect of correspondence between allotment holders and PCC has also been prepared and is attached as **Appendix 10**.

7.3 Transcripts of Oral submission at ISH4 and ISH5 were relevant and not covered within this letter have also been provided and included with this submission at **Appendix 11A and Appendix 11B**.

**8. Statement of Common Ground (SoCG)**

8.1 PCC has agreed a Statement of Common Ground with the Applicant. For clarity it is attached as **Appendix 12**.

**Concluding comments**

We trust that the above and enclosed submissions meet your requirements. Should you require any additional information or clarification, please do not hesitate to contact me.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Ian Maguire', with a long horizontal stroke extending to the right.

**Ian Maguire**  
**Assistant Director Planning & Economic Growth**

**Cc**

David Williams, Chief Executive, Portsmouth City Council  
Tristan Samuels, Director of Regeneration, Portsmouth City Council



**AQUIND Limited**

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# **AQUIND INTERCONNECTOR**

## **Environmental Statement – Appendix 22.1A Framework Traffic Management Strategy**

The Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations  
2009 – Regulation 5(2)(a)

Document Ref: 6.3.22.1A

PINS Ref.: EN020022

**AQUIND Limited**

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# **AQUIND INTERCONNECTOR**

**Environmental Statement – Appendix 22.1A  
Framework Traffic Management Strategy**

**PINS REF.: EN020022**

**DOCUMENT: 6.3.22.1A**

**DATE: FEBRUARY DECEMBER 20210**

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# 1. FRAMEWORK TRAFFIC MANAGEMENT STRATEGY

## 1.1. INTRODUCTION

1.1.1.1. This document provides details of the Framework Traffic Management Strategy ('FTMS') required in connection with the construction of the Onshore Cable which forms part of the Proposed Development, running from the proposed Converter Station in Lovedean, Hampshire to the Landfall at Eastney, Portsmouth. This FTMS sets out the overarching principles and methodology to be used during the construction of the Proposed Development and will be developed in further detail, as required by the Development Consent Order ('DCO'), by appointed contractors prior to commencement of each phase of the works.

1.1.1.2. This document is an updated version of the FTMS, of which versions have previously submitted at ~~submitted at Deadline 1 and~~ Deadline 4-6 of the Examination (REP1-068 and Examination Library Reference: REP1-068REP6-030), and thus should be taken to directly supersede the submission version. Updated information included within this document primarily relates to the following:

- Provision of a Framework Signage Strategy that sets out how traffic management highway signage will be implemented on the Onshore Cable Corridor and wider highway network;
- Updates to how access to properties will be maintained throughout the construction process;
- Further information of the proposed communication strategy which will be implemented during the Construction Stage to ensure that residents, businesses and other stakeholders are kept up-to-date with details of the works;
- Provision of a Travel Demand Management Strategy that will be implemented alongside the FTMS;
- Additional information on the indicative location of Joint Bays which has been provided in the UK Joint Bay Feasibility Report submitted in the examination at Deadline 7 (REP7-073); and
- Proposed changes to traffic management requirements on A2030 Eastern on Portsmouth Football Club match days.

- 1.1.1.3. The FTMS should be read in conjunction with Appendix 22.1 (Transport Assessment ('TA') of the Environmental Statement ('ES') Volume 3 (APP-137) and the Supplementary Transport Assessment ('STA') ( REP1-142), which details the anticipated impact on all forms of traffic and travel as a consequence of the construction of the Proposed Development and which in turn has informed the traffic management requirements to mitigate those anticipated impacts. Further details on the management of construction traffic in connection with the construction of the Converter Station and the Onshore Cable Route can be found within Appendix 22.2 (Framework Construction Traffic Management Plan) ('CTMP') of the ES Volume 3 (REP1-070).
- 1.1.1.4. A key aspect of the FTMS is the proposed programme for the constructions of the Onshore Cable Route, which aims to mitigate the impacts of the works by taking account of key constraints and sensitive locations along the route. In relation to this, the FTMS provides an indicative programme for construction that considers environmental constraints, major events likely to be planned during the Construction Stage, school term times and the interaction between adjacent or nearby locations to minimise the impact of the construction of the Onshore Cable Route in the highway.
- 1.1.1.5. It should be noted that this document forms an update to the previously submitted FTMS (REP1-068). The revisions undertaken reflect on-going discussions with HCC and PCC which have taken place post-submission.

## 2. OVERARCHING TRAFFIC MANAGEMENT PRINCIPLES

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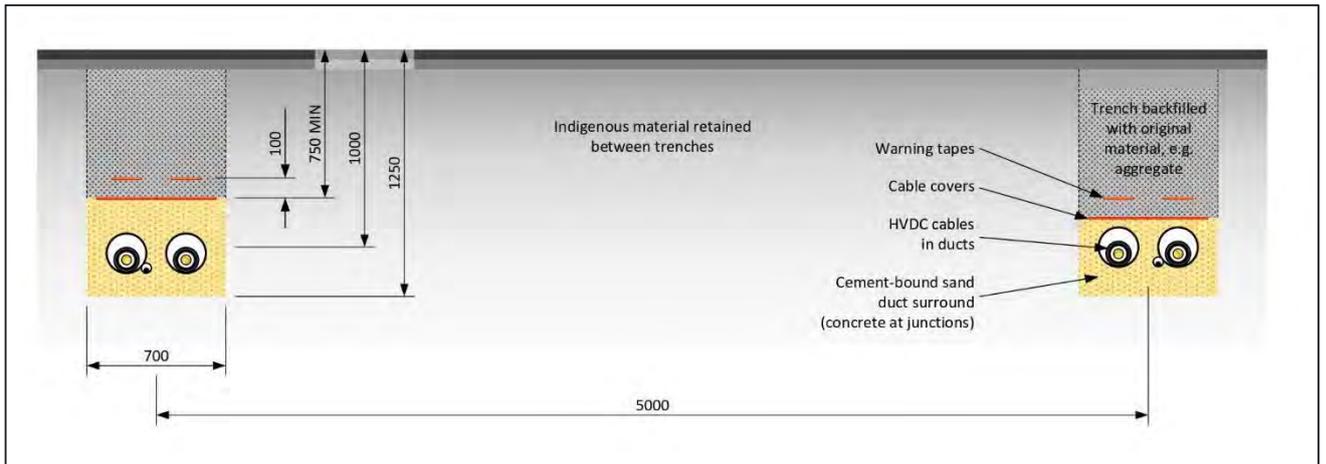
### 2.1. INTRODUCTION

2.1.1.1. The FTMS has been developed with the aim of minimising disruption to all road-users, including pedestrians, cyclists, public transport users and car drivers. This section sets out the principles that will be followed by contractors during the construction of the Onshore Cable Route. These principles will be included within the Technical Specification issued to contractors as part of the construction tender process, along with specific details of traffic management requirements at key sections of the Onshore Cable Corridor as described within this document.

### 2.2. DESCRIPTION OF UK ONSHORE CABLE CORRIDOR

2.2.1.1. The Onshore Components of the Proposed Development comprise the Converter Station, the Onshore Cable Route and the Landfall. Four High Voltage Direct Current ('HVDC') Cables (two circuits) are proposed to be installed in the Onshore Cable Corridor between the Converter Station and the Landfall. The Onshore Cables will be installed in two ducts per circuit, mostly in trenches or in certain specific locations via trenchless installation methods (e.g. Horizontal Directional Drilling ('HDD')). The proposed Onshore Cable passes through the urban areas of Waterlooville, Purbrook, Drayton and Portsmouth, with the Landfall located at Eastney.

2.2.1.2. A typical cross-section of the cable trench arrangement in the highway is shown in Plate 1, showing each pair of Direct Current ('DC') Cables in its own trench. Each excavated trench would typically be approximately 0.7 m in width but could increase to 1 m in order to facilitate the cables being installed deeper, when navigating existing utility services. In the majority of cases, parallel trenches will be excavated at separate times for each circuit.



**Plate 1 - Typical Arrangement of HVDC Cable in Road, Verges and Footpath**

2.2.1.3. The Onshore Components of the Proposed Development have been split into 10 sections for ease of description as follows:

- Onshore Cable Corridor Section 1 – Lovedean (Converter Station Area)
- Onshore Cable Corridor Section 2 – Anmore
- Onshore Cable Corridor Section 3 – Denmead/Kings Pond Meadow
- Onshore Cable Corridor Section 4 – Hambledon Road to Farlington Avenue
- Onshore Cable Corridor Section 5 – Farlington
- Onshore Cable Corridor Section 6 – Zetland Field and Sainsbury’s Car Park
- Onshore Cable Corridor Section 7 – Farlington Junction to Airport Service Road
- Onshore Cable Corridor Section 8 – Eastern Road (adjacent to Great Salterns Golf Course) to Moorings Way
- Onshore Cable Corridor Section 9 – Moorings Way to Bransbury Road
- Onshore Cable Corridor Section 10 – Eastney (Landfall)

2.2.1.4. A plan showing these sections can be found in Chapter 3 (Description of the Proposed Development) of the ES Volume 1 (APP-118). For the purposes of this study these Sections have also where appropriate been divided into shorter subsections as described in Sections 3 to 12 of this report.

2.2.1.5. In some locations the Onshore Cable Corridor includes a number of route options. Where a number of options are present, these represent alternate route options due to constraints affecting the cable installation.

## 2.3. CONSTRUCTION METHODOLOGY OF ONSHORE CABLE ROUTE

### 2.3.1.1.

During construction there will be a number of locations along the route at which construction work will be performed simultaneously, all of which will require traffic management measures when being completed in or immediately adjacent to roads. For the purposes of the FTMS, each location is referred to as a ‘construction zone.’ The stages of construction for the Onshore Cables are as follows:

- Excavation of the trench, installation of the cable ducts and reinstatement of the final grade;
- Excavation of Joint Bays;
- Provision for cable pulling, requiring space for cable drums and winches;
- Cable jointing work; and
- Filling of ducts, if necessary, to maintain thermal performance e.g. at locations of unexpected service congestion.

### •2.3.2. INSTALLATION OF CABLE DUCTS

2.3.1.2.2.3.2.1. A conservative estimate of the installation rate for cable ducts is approximately 12-m – 30-m per 10-hour day shift per circuit, varying depending on the level of services and/or other constraints which are encountered, within urban areas and approximately 50 m per day in open country. These typical installation rates are per gang per shift and are dependent upon the level of obstacles and utility services encountered within the road or constraints that need to be observed to minimise impacts. At this stage the approximate likely construction progress has been estimated using available utility records. For the purpose of this assessment construction progress rates fall into four categories as is set out below, these progress rates apply to the construction of the cable duct component of the Onshore Cable Route only:

- 50m / day in areas of “open country”;
- 30m / day in “Grassed areas with light service congestion”;
- 24m / day in “Roads with light service congestion”; or
- 12m / day in “Roads with heavy service congestion.”

~~2.3.1.3~~~~2.3.2.2~~ When considering these installation rates across the entirety of the Onshore Cable Route the average assumed progress rate has been calculated at 100 m per week per circuit, which maintains the overall construction programme detailed within (Chapter 3 (Description of the Proposed Development) of the ES Volume 1 (APP-118)). However, for the purposes of this document these construction rates have been applied as appropriate to each section of the Onshore Cable Corridor with revised durations of traffic management set out in the subsequent sections of the report.

~~2.3.1.4~~~~2.3.2.3~~ For the durations set out in this document, all part days (e.g. 0.4 days) have been rounded up to full days and part weeks (e.g. 2 days) have also been rounded-up to the next full week. Accordingly, the assumptions regarding the rate of installation represent a very robust and worst-case analysis of the likely construction periods on each section.

~~2.3.1.5~~~~2.3.2.4~~ The locations of the ducts within the road will be dictated by, amongst other factors, existing services. Where it is necessary to increase installation depth to clear existing services it may be necessary to increase the distance between ducts to avoid de-rating the circuits (i.e. when the cables operate at the maximum temperature and do not achieve the maximum required current carrying capacity).

### **2.3.3. INSTALLATION OF JOINT BAYS**

~~2.3.1.6~~~~2.3.3.1~~ Joint Bays will be positioned off of the highway (in highway verges, fields or other land) where possible, to limit the need for road closures associated with their installation, with the final location to be confirmed as part of the detailed design approvals post the grant of the DCO for the Proposed Development. It is preferable to avoid the need for the Onshore Cables to cross the highway to access a Joint Bay location.

~~2.3.3.2~~ Typically, it would take approximately 20 working days to complete one joint bay location. This timescale includes the excavation, set-up, cable pulling, jointing, bonding connections, testing and reinstatement (i.e. site cleared and reinstated to its original state). Each excavation will be approximately 15 m x 3 m, with additional space required at ground level for construction, cable installation, jointing and reinstatement, including a 20 m x 6 m 'compound' during jointing (for approximately one week).

~~2.3.3.3~~ Construction of Joint Bays, when required in carriageway, will be subject to the same traffic management proposals and restriction which are set out in Section 3 – 10 of this document.

### **2.3.1.7~~2.3.4~~ CONCURRENT WORKING RESTRICTIONS**

2.3.4.1. The construction of the Onshore Cable Corridor on-carriageway will be undertaken by a maximum of six gangs working concurrently at any one time. These concurrent works will take into account the restrictions set out in Section 3 – Section 12 of this report.

~~2.3.1.8.~~

~~2.3.1.9.~~2.3.4.2. There are six locations along the Onshore Cable Route where the ducts will be installed by trenchless installation methods. None of these locations require the utilisation of highway land during construction and as such will not require traffic management measures.

## 2.4. NEW ROADS AND STREETS WORKS ACTS 1991

### 2.4.1.1.

All works in the highway to be carried out as part of the construction of the Proposed Development will observe requirements of the New Roads and Street Works Act ('NRSWA') (HM Government, 1991). The DCO replicates relevant sections of the NRSWA to provide powers for the undertaker to carry out the following within the Order Limits:

- Break up or open the street, or any sewer, drain or tunnel under it;
- Tunnel or bore under the street or carry out works to strengthen or repair the carriageway;
- Place or keep apparatus in, or under the street;
- Maintain, renew or alter apparatus in, or under the street or change its position;
- Execute and maintain any works to provide hard and soft landscaping;
- Carry out re-lining and placement of road markings;
- Removal and Installation of temporary and permanent signage;
- Removal, replace and relocate and street furniture; and
- Execute any works required for or incidental to any works related to the above tasks.

### 2.4.1.2.

Prior to commencement of works in the highway, detailed designs for the works and the traffic management measures will be submitted for approval to the relevant Highway Authority in accordance with the relevant requirements at Schedule 2 to the DCO. It will also be required that detailed design works and traffic management measures which are proposed associated with the construction of new accesses to the highway be submitted to the local Highway Authority for technical approval, either by way of a Section 278 or a Minor Works Agreement approval. Further details of these requirements are contained within the Framework Construction Traffic Management Plan (REP6-032).

## 2.5. TRAFFIC MANAGEMENT METHODOLOGY OF ONSHORE CABLE ROUTE

### 2.5.1.1.

In all cases the traffic management requirements will be based upon guidance included within the following documents to ensure the safety of all road-users and construction workers:

- Traffic Signs Manual Chapter 8: Traffic Safety Measures and Signs for Roadworks and Temporary Situations (Department for Transport, 2009);

- Safety at Streetworks and Roadworks: A Code of Practice (Department for Transport, 2013); and
- New Roads and Street Works Act 1991: Code of Practice of Co-ordination of Street Works and Works for Road Purposes and Related Matters (Fourth Edition) (Department for Transport, 2012).

#### 2.5.1.2.

Using this Guidance, the following assumptions have been used to inform the traffic management requirements of the construction process:

- It is anticipated that the cable duct installation will take place in 100 m sections, generally taking approximately five working days to complete each section including reinstatement of the highway. Where progress is anticipated to be slower, a shorter section may be used to ensure that each section is only in place for approximately one week:
- The Onshore Cable Route will include two circuits (as described in Section 2.2), with trench excavation and cable duct installation taking place at separate times for all parallel sections or circuits, except where road closures are required;
- The construction corridor will generally be 4.0-6.0 m and 100-150 m long, although this can be reduced by use of smaller plant to 2.0-3.0 m at local pinch points where required to avoid road closures; and
- Construction on a footway will require 2.0 m on footway / verge and 3.0 m on carriageway to allow for construction vehicle access if no other parallel routes are available.

#### 2.5.1.3.

Taking account of these assumptions the following overall principles have been applied to the traffic management requirements for the Onshore Cable Corridor:

- Two-way traffic flow should be maintained wherever possible, albeit this may need to be facilitated by shuttle working, temporary traffic signals and lane closures;
- Full road closures should only be a last resort and where required pedestrian access should be maintained at all times. Where a full road closure is required, the programming of works should aim to minimise disruption where possible and provide for non-car modes, ensuring that safe and convenient routes are provided for pedestrians, cyclists and public transport users;

- Traffic management measures should provide for non-car modes, ensuring that safe and convenient routes are provided for pedestrians, cyclists and public transport users. Removal of such provision should only be considered as a last resort and where required must be accompanied by suitable diversion routes.

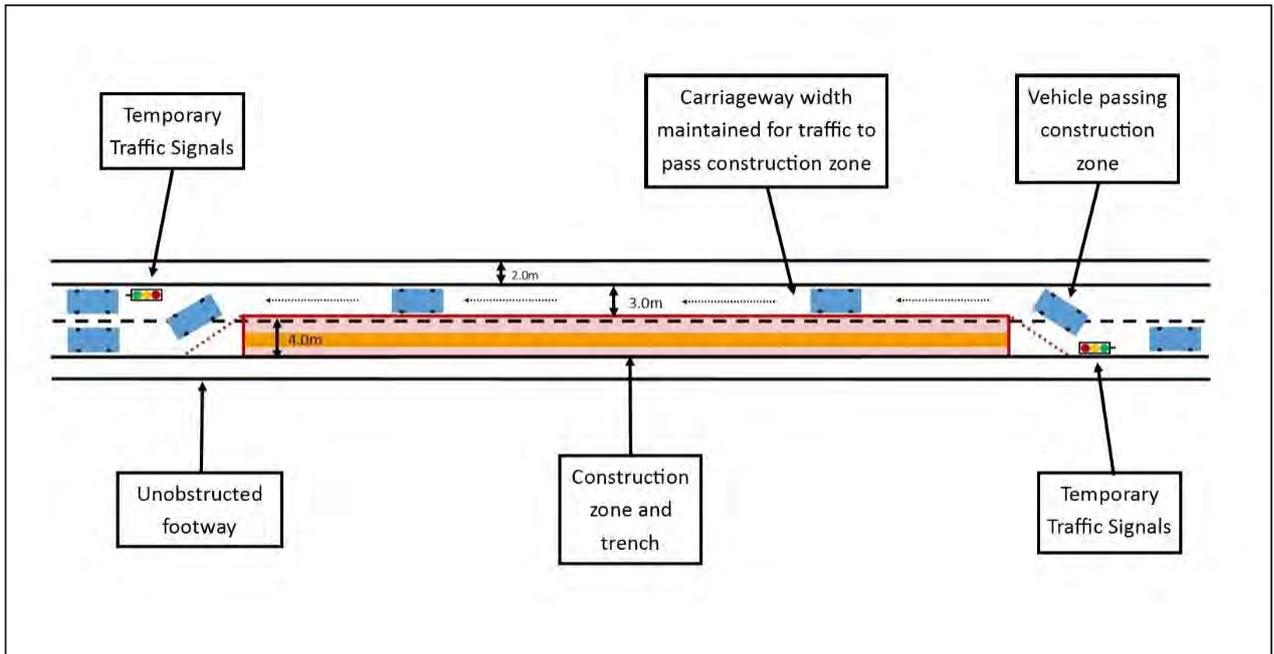
2.5.1.4. Where the carriageway width past the construction zone is 6.75 m or wider, two-way traffic flow will be maintained without traffic control.

## 2.5.2. TYPES OF TRAFFIC MANAGEMENT

2.5.2.1. Construction of the majority of the Onshore Cable Route will be facilitated through temporary lane closures, which will require different types of traffic management depending on the location of the trench within the highway and remaining carriageway width while the construction zone is in place. The main types of traffic management measures to be implemented are described below.

### Two-Way Shuttle Working with Temporary Traffic Signals

2.5.2.2. This type of traffic management will be employed along sections of the Onshore Cable Corridor that are single-carriageway two-lane (one in each direction) sections of highway, allowing two-way traffic flow to be maintained past the construction zone. A diagram showing a typical layout of shuttle-working traffic signals is shown in Plate 2, which will follow standard Chapter 8 of the Traffic Signs Manual (DfT, 2009).



**Plate 2 - Shuttle Working with Temporary Traffic Signals**

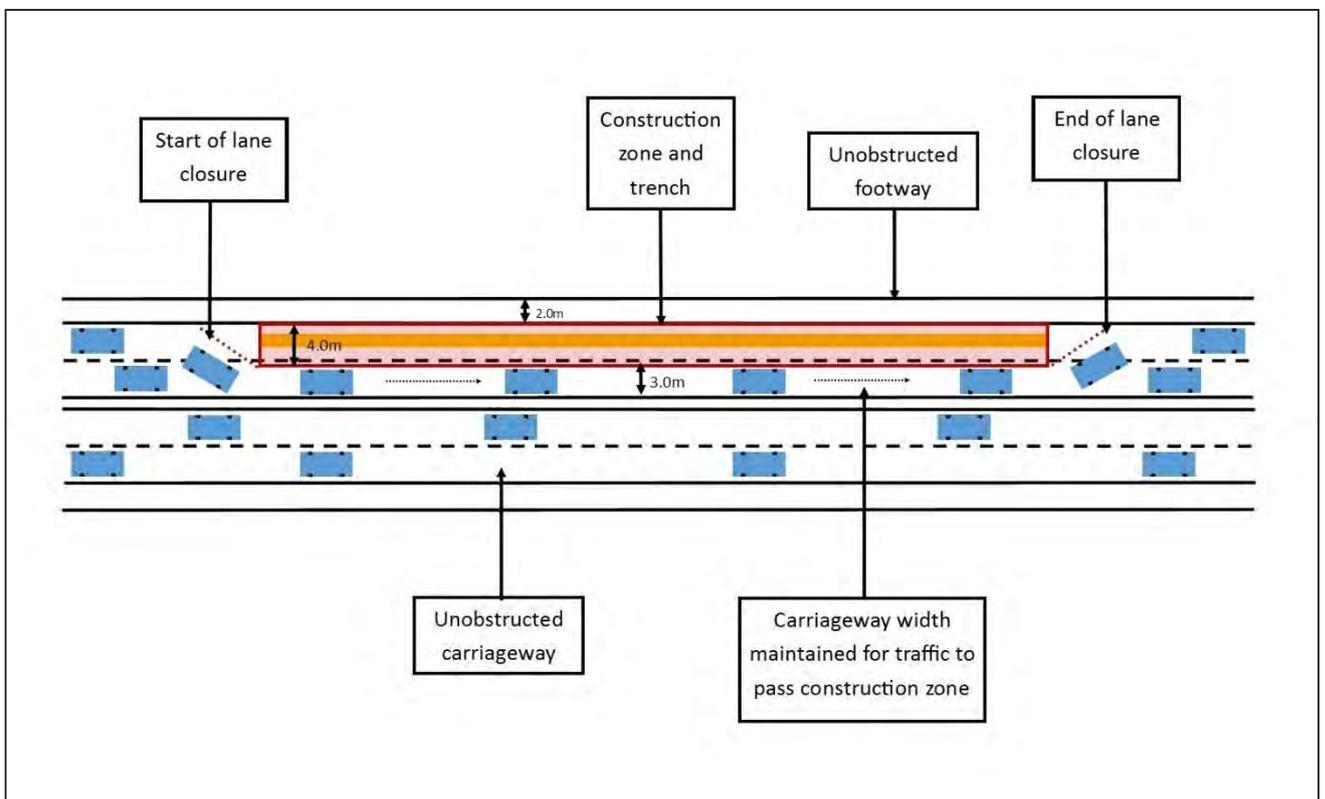
2.5.2.3. Where two-way shuttle-working is installed the minimum lane width past the construction zone will be 3.0m on routes used by buses / Heavy Goods Vehicles ('HGVs') and ideally 3.25-3.7 m. Where a route is used only by cars and Light Goods Vehicles ('LGVs') the lane width may be reduced to 2.5 m. This follows guidance contained within Chapter 8 of the Traffic Signs Manual (DfT, 2009) and reflects the different road types that form part of the Onshore Cable Corridor. This means that the lane widths used will be defined by existing land-uses on any given street (e.g. residential or commercial) and access arrangements.

2.5.2.4. All shuttle-working traffic signals will run in Vehicle Actuated ('VA') mode during the off-peak period but be manually controlled during peak periods as is required and specified within the conditions of any permit issued by the relevant local authority. With VA mode, detectors are used to monitor traffic flows and use this information to adjust the length of green-time to reduce delays. Manual operation during peak hours will allow traffic flow and queue lengths to be monitored, therefore giving the ability to mitigate blocking back of queues to adjacent or sensitive junctions.

### Lane Closures without Shuttle Working Traffic Signals

2.5.2.5. On wider single carriageway roads and dual carriageways, it may be possible for lane closure to be implemented without the need for traffic signal control. At these locations either the carriageway will be wide enough to accommodate two-way traffic and the construction zone through lane realignment, or a single lane closure will be required where there are two or more lanes in each direction

2.5.2.6. Plate 3 shows a diagram of single lane closure on a dual carriageway link, with the same setup also appropriate for single carriageway roads where there is more than one lane in each direction. An example of this is A3 London Road, where the majority of its length has two-general traffic lanes and at least one bus lane. This will follow the requirements of Chapter 8 of the Traffic Signs Manual (DfT, 2009).



**Plate 3 - Lane Closure without Shuttle Working Traffic Signals**

2.5.2.7. As with the shuttle-working the minimum lane width past the construction zone will be 3.0 m on routes used by buses / HGVs and ideally 3.25-3.7 m.

### 2.5.3. RESIDENTIAL AND BUSINESS ACCESS

2.5.3.1. Residential and business access comes in two forms along the Onshore Cable Corridor:

- As direct access, through access junctions, driveways or vehicle crossovers directly onto residential or business premises; and
- Via side-road junctions that adjoin the Onshore Cable Corridor.

#### 2.5.3.2.

Included in Appendix 1 of this document is the 'Onshore Cable Route Construction Impacts on Access to Properties and Car Parking and Communication Strategy', hereby referred to as the 'Access to Properties Note', which gives specific consideration to the impacts of the Proposed Development upon parking and driveway access for residential properties, businesses and car parks located within or immediately adjacent to the Onshore Cable Corridor. The general principles for access to properties is as follows:

- All residents and businesses will be informed of construction works affecting access at least 10 days in advance of the works commencing;
- Access for vulnerable residents, ~~and~~ those with mobility impairments and those with children of Primary School age or younger will be maintained at all times;
- Access in emergency situations will be provided at all times;
- Contractors will be required to make best endeavours to provide access to other residents with prior notification through use of road plating or similar, noting that it may not always be possible given the nature of the construction works; and
- Contractors will be required to be in continuous liaison with affected residents and businesses by notifying them on the first day of construction and prior to removal of road plating.

#### 2.5.3.3.

Residential and business access will be maintained wherever possible, albeit with require different traffic management approaches to be applied depending upon the circumstances as described below. It should be noted that the required traffic management will only be in place for 1-2 weeks for each individual side-road due to the way in which the construction corridor will progress in sections.

#### 2.5.3.4.

The type of traffic management is dependent on the location of the construction zone within the carriageway, which cannot yet be defined as detailed design of the traffic management will only be completed once a contractor is appointed. For example, side-roads on the northern side of the carriageway may not require temporary closure or traffic signal control when the construction zone is on the southern side of the carriageway. This will also apply to dual-carriageway and wide single-carriageway sections, where construction works on one side of the carriageway are unlikely to impact on the other side.

### Side-Road Access

#### 2.5.3.5.

Side-road access adjacent to the cable route will be considered on an individual basis with the traffic management used dependent on the characteristics of the road and junction. The strategy at this stage can be summarised as follows:

- For residential cul-de-sacs, side-road access will be maintained via either road plate or three-way traffic signals. The decision to use traffic signals will depend on the level of traffic flow and visibility from the side-road to the main road traffic signal approaches. Where visibility is poor, traffic signal control is likely to be required, although in all cases this will depend on the exact location of the construction zone.
- For side-roads that act as through-roads, temporary closure of the access will be considered but this depends on the category of road, what the side road provides access to and the suitability of diversion routes. Where closure is not an option, three-way traffic signals will be used if the location of the construction zone requires it.
- Where the side-road junction is controlled by traffic signals with the main road and where there is more than one approach lane at each entry, it may be possible to continue operating the existing signals through closure of a single lane on each entry. Where this is not possible, temporary traffic signals will be used instead of the existing control.

#### 2.5.3.6.

The exact traffic management strategy for side-road access will be agreed with the Highway Authority through submission of detailed designs and traffic management measures prior to commencement of works. It should be reiterated however that such traffic management will only be in place for a maximum of 1-2 weeks for each individual side-road and will be fully dependent upon the location of the Construction Zone.

## 2.6. TRAFFIC MANAGEMENT MEASURES OUTSIDE OF THE ONSHORE CABLE CORRIDOR

2.6.1.1. Contractors will also consider, where appropriate, the use of additional measures to mitigate impacts on minor roads outside of the Onshore Cable Corridor resulting from traffic reassigning away from the traffic management on the Onshore Cable Route itself. These measures include, but are not limited to, the following:

- One-way working / no entry orders / banned turns: To prevent certain routes being used by traffic reassigning away from traffic management on the Onshore Cable Route;
- Suspension of on-street parking: To facilitate two-way traffic flow and / or implementation of passing bays where on-street parking occurs;
- Priority measures / road narrowing: To discourage certain manoeuvres from being undertaken and to discourage use of certain routes;
- Bolt-down speed humps / Temporary speed limits: To reduce the potential for use of inappropriate traffic speeds along minor residential roads; and
- Signage to discourage certain driver behaviour such as “Keep Clear”, ‘Do Not Block Junction’, ‘Unsuitable Route for HGVs’ and ‘Unsuitable Route for Diverting Traffic’.

2.6.1.2. Proposals for the provision of such measures should be included as part of the detailed traffic management strategies submitted to the relevant highway authority and may also be included within a condition of any permit issued for traffic management works by relevant local authorities. The ability of contractors to implement these measures is included in Article 16 of the dDCO.

### **A3(M) Junction 3**

2.6.1.3. Further to ‘Technical Note HE03 – Response to Highways England Technical Note TN03’ (Appendix 2 of the Supplementary Transport Assessment Addendum (REP7-065), it has been confirmed that consideration should be given to the position should the committed part signalisation scheme of A3(M) Junction 3 be implemented prior to construction of the Onshore Cable Route.

2.6.1.4. Should this occur, based upon the traffic modelling completed in REP7-065, it may be necessary to alter proposed lane markings on the northbound off-slip of the junction during construction of the Onshore Cable Route to mitigate potential impacts associated with additional traffic using this route to avoid traffic management on the A3 London Road. In these circumstances the Contractor will be required to consider the need to include for these temporary alterations to the highway layout as part of the detailed traffic management measures submitted to HCC for approval, which will require consultation with Highways England. The need or otherwise for these alterations, or other temporary measures which will have the same effect such as signage, will require ongoing engagement between the Contractor, HCC and Highways England. This will provide a reactive approach to traffic management during the construction of the Onshore Cable Route. Queue lengths and collision records on these slip roads will be monitored throughout the works by the Road Safety Officer to determine whether any additional mitigation is required to deal with road safety matters.

## 2.6.2.7. **NOTICE PERIODS FOR CONSTRUCTION WORKS**

2.6.1.1.2.7.1.1. The submission of detailed designs and traffic management measures for approval by HCC or PCC will be undertaken in accordance with the relevant requirement at Schedule 2 to the DCO. Schedule 3 to the DCO provides the time periods for the approval of those details. Once approved, a permit will be applied for, with the timescale for the grant of a permit being 10 days in accordance with the Permit Scheme. To ensure the co-ordination of works and to provide certainty of when works will be carried out in specific locations, Provisional Advance Authorisations may be applied for and obtained, at least typically 3 months before works in a location are scheduled to be undertaken.

2.6.1.2.2.7.1.2. The application for approval of a traffic management strategy to a relevant Highway Authority, completed in addition to the relevant permit scheme, will include the following information:

- plans detailing the extent of the works;
- the construction methodology in relation to the works including details of the hours of the day within which the works are to be carried out;
- a schedule of timings for the works, including the dates and durations for any closures of any part of the public highway;
- the traffic management strategy to be implemented in relation to those works, including details of any traffic signals and signs and any traffic regulation measures proposed in connection with those works;
- a schedule of condition of any part of the public highway to be affected by the works, informed through photographic and scanner surveys;
- a specification of the condition in which the parts of the public highway to be used for the works will be reinstated post completion of the works and occupation of that part of the public highway for that purpose;
- details of any lighting to be used in connection with the works for the duration that the works are being undertaken;
- contact details for the client and contractor carrying out the works;
- details of the advanced publicity to be carried out in connection with those works; -and
- ~~details of the proposed approach to the reinstatement of the public highway in connection with those works, including (where applicable) details of both temporary and permanent reinstatement and where a notice pursuant to section 58 or 58A has been issued in relation to the relevant part of the public highway and the prescribed period in that notice remains in effect when the works are undertaken such reinstatement may include half or full carriageway reinstatement. details of the proposed approach to the reinstatement of the public highway in connection with those works, including (where applicable) details of both temporary and permanent reinstatement;~~

2.7.1.3. Highway reinstatement will be completed in accordance with the New Roads and Street Works Act 1991 and will be subject to post reinstatement liabilities in respect to that Act. Reinstatement will be will agreed with the relevant local highway authority through the use of post-completion photographic and scanner surveys.

2.7.1.4. The construction methodology will require the work to be completed in a number of phases as the installation of the Onshore Cable progresses along a section of highway. Where possible, an application for approval will be submitted for multiple phases (such as whole cable sections between Joint Bays), albeit noting that individual approvals may be required for smaller phases of work.

## 2.7.2.8. **CONSTRUCTION PROGRAMME**

2.7.1.1.2.8.1.1. An indicative onshore construction programme has been developed for construction works associated with the Proposed Development, taking account of factors such as environmental constraints, public events, school terms and public holidays.

2.7.1.2.2.8.1.2. The following wildlife events are taken into consideration and will be built into the phasing of enabling and construction works for the Converter Station and Onshore Cable:

- Badger breeding season from January to March;
- Bird breeding and nesting season from March to August;
- Plant growing season and winter wet season from August to November, at Kings Pond Meadow SINC and Denmead in Section 3; and
- Wintering bird season, from October to March.

2.7.1.3.2.8.1.3. Public activities and events that are likely to be planned in proximity to the Converter Station Area and Onshore Cable Corridor, including but not limited to the following are also taken into consideration:

- School term time;
- Football season;
- Coastal Waterside Marathon;
- Great South Run;
- South Central Festival; and
- Victorious Festival.

2.7.1.4.2.8.1.4. An indicative onshore construction programme for the Onshore Cable is as follows:

- HDD and Landfall installation: Q3 2021 – Q1 2024
- Onshore HVDC Route Construction / Installation: Q3 2021 – Q4 2023

2.7.1.5.2.8.1.5. Further to this indicative programme, consideration has been given within the FTMS to the construction programme for each individual section of the Onshore Cable Corridor. This considers the constraints listed above and links between nearby sections of the Onshore Cable Corridor, where for example multiple construction

zones in the same area should be avoided. The programme for each sub-section is presented as a month-by-month calendar year with the following categories:

- Green – construction may be completed at any time within the month;
- Amber – construction may take place during part of the month only;
- Red – construction should be avoided during this month.

~~2.7.1.6~~2.8.1.6. This programme will mitigate the impacts of the construction works on the highway network.

## **2.7.2.2.8.2. A2030 EASTERN ROAD TRAFFIC MANAGEMENT DURING PORTSMOUTH DURING PORTSMOUTH FC HOME GAMES**

**2.7.2.1.2.8.2.1.** Further to the programme restriction detailed above, consideration has been given specifically to how the FTMS for the A2030 Eastern Road responds to Portsmouth FC home games, noting the potential traffic congestion resulting from pre-match and post-match traffic flows and traffic management that will reduce highway capacity.

**2.7.2.2.2.8.2.2.** To inform this strategy, the 'Eastern Road, Impact of Football Traffic: Technical Note' has been completed and is provided at Appendix 2 of this document. This document has provided a review of traffic flows and conditions on the A2030 Eastern Road before and after weekday evening Portsmouth FC games played in February and March 2020 prior to the Covid-19 UK Lockdown. However, due to Covid-19 pandemic it has not been possible to complete traffic surveys on Saturday football match days prior during the Examination as had been planned.

**2.7.2.3.2.8.2.3.** These assessments have shown the on weekday match days, while traffic flows were comparable to weekday traffic peaks, the traffic surveys recorded a much higher proportion of slow moving traffic than non-match days. This therefore suggests that there is significant congestion on the A2030 Eastern Road before and after a football match, which would be worsened by the implementation of traffic management, and that actual traffic flows during these periods may be higher than weekday peak periods.

**2.7.2.4.2.8.2.4.** On this basis, in the first instance, it is proposed the FTMS allows for removal of traffic management on the A2030 Eastern Road on football match days in order to mitigate the potential impacts on such, with this detailed within Section 10 of this document.

**2.7.2.5.2.8.2.5.** This mitigation would be achieved through the careful scheduling of works changeovers between each 100m construction section, which under the proposed 24-hour construction working hours would occur every three days. This will also allow the traffic management to be removed prior to a football match and reinstalled on the same day therefore minimising delay to the construction progress.

**2.7.2.6.2.8.2.6.** However, as the assessment work undertaken so far was based on evening traffic flows for weekday matches, and noting the limitations for undertaking football match day surveys at the current time due to Covid-19 restrictions, the Applicant may undertake further representative surveys to confirm the position when possible to do so, post grant of the DCO.

**2.7.2.7.2.8.2.7.** These surveys will be reviewed by and agreed with Portsmouth City Council and Hampshire County Council. If these assessments identify that the traffic flows are comparable to those for weekday peak hours, the need to remove traffic management on football match days would be lifted, so as to assist with the efficient delivery of the works in this location.

## **2.8.2.9. COMMUNICATION STRATEGY**

**2.8.1.1.2.9.1.1.** The communication strategy for the construction of the Onshore Cable Corridor is included in the Access to Properties Note which is included in Appendix 1 of this document.

**2.8.1.2.2.9.1.2.** In summary, the communication strategy includes further details regarding the high-level timeline and nature of communications activities to be undertaken at all stages of the construction of the Onshore Cable Route. The strategy includes details of identified stakeholders, any challenges which may face communications that have been identified and a working plan of actions to be undertaken prior to and during the works, as well as an evaluation strategy for after works have been completed.

## **2.9.2.10. FRAMEWORK SIGNAGE STRATEGY**

**2.9.1.1.2.10.1.1.** Additional to the communication methodologies set out in the Access to Properties Note, a Framework Signage Strategy has been produced to communicate proposals to road users who may otherwise be unaware of the construction works and associated traffic management and ensure that traffic reassigning away from the Onshore Cable Corridor uses appropriate routes.

**2.9.1.2.2.10.1.2.** The strategy included in Appendix 3 considers the following key topics:

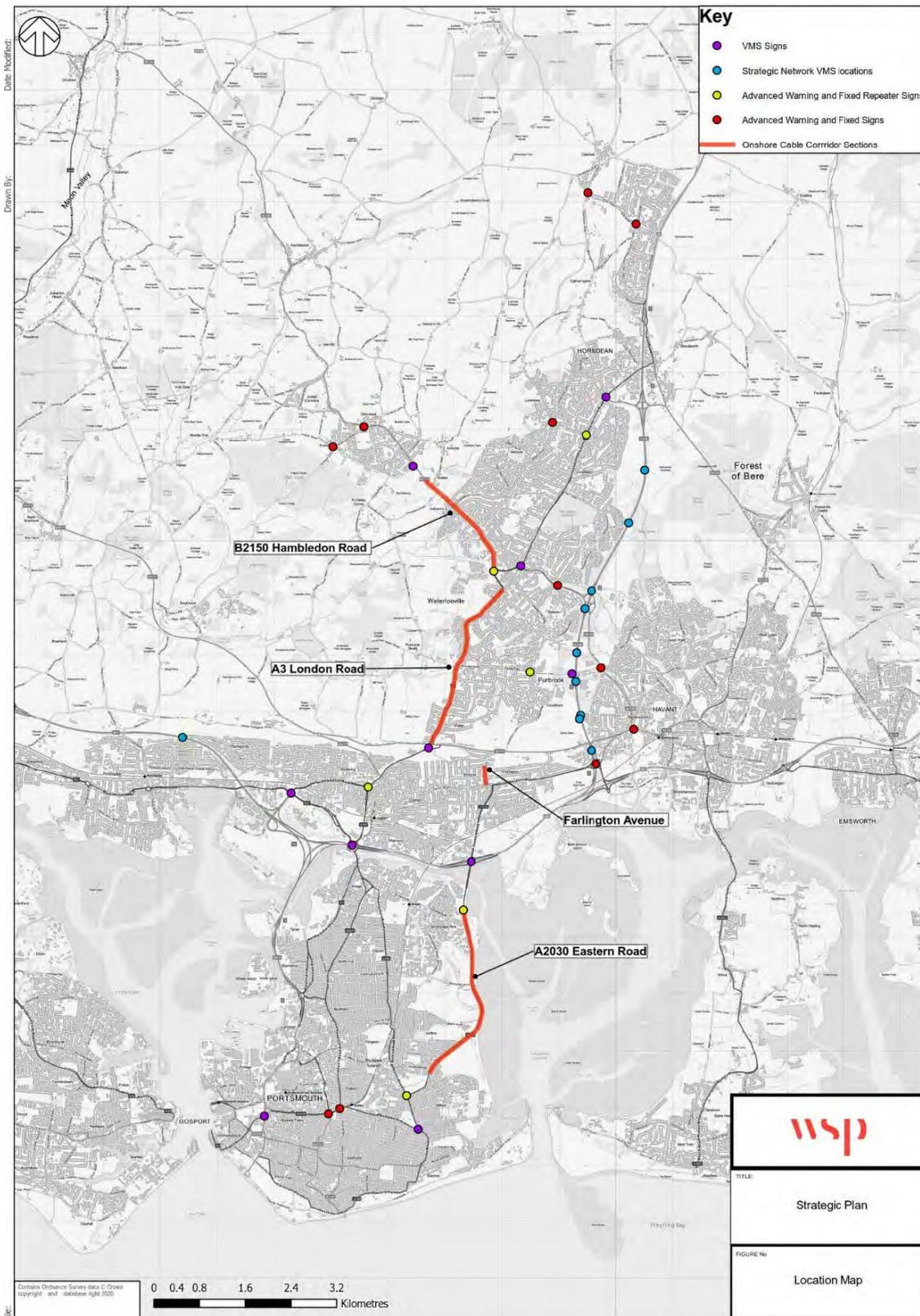
- The location of strategic signage across the wider strategic highway network which informs drivers of the construction works and allows them to re-route well before reaching the Onshore Cable Corridor;
- The location of additional signage in the vicinity of or on the Onshore Cable Corridor which allows drivers to re-route in close proximity of the works;
- Signage to direct and encourage use of appropriate alternative routes to avoid the construction works; and
- Signage to discourage use of routes which are considered to be inappropriate for reassignment of traffic away from the works.

**2.9.1.3.2.10.1.3.** On the highway network itself, the provision and location of signage will be an important factor in notifying road users of programmed construction works. While there will be 'Advanced Warning' signs placed on the highway before the works detailing start-date and periods of works, it is also intended that Variable Message Signs ('VMS') are provided at key locations along the Onshore Cable Corridor. These will be installed at least one week prior to commencement of the construction works along each section of highway.

**2.9.1.4.2.10.1.4.** The use of VMS signs is proposed as these are considered more conspicuous than standard Advance Warning' signs and can be easily updated to reflect the intended programme of works.

2.9.1.5-2.10.1.5. Further to this, it is proposed that secondary signs are placed within the vicinity of the Onshore Cable Corridor both in advance of the works and during them to provide an additional opportunity to direct traffic away from the construction works and onto appropriate routes.

2.9.1.6-2.10.1.6. The strategy for the location of signage across the wider highway network during construction of the Onshore Cable Route is shown in Plate 4 below. The location and full details of all signs will be agreed with each Highway Authority prior their implementation as part of the submission of detailed traffic management ~~strategies.~~ strategies.



**Plate 4 – Strategic Signage Strategy**

### Signage at Traffic Management Locations

~~2.9.1.7.~~2.10.1.7. The Signage Strategy also provides a framework for the implementation of signage at key locations where traffic management will be required along the Onshore Cable Route. As part of this, locations are provided to encourage traffic to use appropriate routes and discourage use of routes which may be sensitive to increases in traffic flow.

~~2.9.1.8.~~ Although not listed within the Framework Signage Strategy, as part of the submission of detailed traffic management strategies to HCC and PCC the Contractor will also be required to confirm the provision of temporary signs (such as white on red or black on yellow) to encourage positive user behaviour to mitigate possible safety problems on the Onshore Cable Corridor itself. Examples include 'Keep Clear', 'Do Not Block Junction', 'Merge in Turn' and 'Do Not Overtake Cyclists', the locations of which are dependent upon the exact location of the traffic management at any one time.

~~2.10.1.8.~~

## 2.11. TRAVEL DEMAND MANAGEMENT STRATEGY

2.11.1.1. Additional to the FTMS, Access to Properties Note and Framework Signage Strategy, a Travel dDemand Management (TDM) strategy has also been produced. The overall aim of TDM Strategy is to m-Manage the traffic/travel demand at the identified locations at A2030 Eastern Road and A3 London Road in Waterlooville to avoid excessive disruption across the transport network, promote travel behaviour change and influence travel demand across the study area.'

2.11.1.2. The TDM Strategy focuses on behaviour change solutions, working in partnership with local authorities, partners and stakeholders to influence the travel behaviour of target audiences to encourage them to alter their behaviour through the 5Rs – Reducing the need to travel, Re-moding journeys, Re-routing journeys, Re-timing journeys and Re-thinking journeys to maximise car occupancies.

2.11.1.3. The TDM Strategy comprises six linked components to ensure as many people as possible are aware of the construction works and Traffic Management measures, when they will be in place and the travel options available to them to reduce any potential impacts upon their daily lives through implementation of the 5Rs. The six components are listed below and elements of each described in the following paragraphs:

- Mass media engagement, marketing and communications campaign;
- Engagement with the business community;
- Engagement with freight, logistics and delivery sector businesses;
- Engagement with schools and colleges;
- Engagement with residents; and
- Engagement with visitors.

2.11.1.4. Once the final construction programme has been agreed and finalised, the Applicant will begin work on delivering the TDM Strategy to ensure that TDM activities align with the construction programme and are afforded as much preparation time as possible.

2.11.1.5. The TDM strategy will be monitored and evaluated continually throughout construction in order to demonstrate the effectiveness of the TDM measures and determine whether the Strategy is achieving its objectives.

## **2.10-2.12. PEDESTRIANS AND CYCLISTS**

2.10.1.1-2.12.1.1. Pedestrian and cycle routes along the Onshore Cable Corridor will be maintained wherever possible, with full closure considered as the last resort, such as where it would prevent full closure of a major road. In all cases the construction works will ensure that pedestrians and cyclists can pass in a safe manner, with suitable

barriers between the construction works. Particular attention will also be paid to the needs of people with mobility and visual impairments to ensure that their safety and free movement is retained. All layouts will follow protocol defined by Chapter 8 of the Traffic Signs Manual (DfT, 2009).

## 2.10.2.2.12.2. PEDESTRIANS

2.10.2.2.12.2.1. Where construction works do obstruct a footway a minimum unobstructed width of 1.0 m will be provided alongside the construction corridor, and where this is not possible a safe alternative route will be provided. Where possible, a desirable minimum footway width of 1.2m will be provided. This will include provision of suitable crossing facilities where required, including temporary replacement of existing pedestrian crossings that may need to be closed to facilitate construction.

2.10.2.2.12.2.2. In some locations, a footway closure may be required without a suitable alternative route being available nearby or on the opposite side of the carriageway. In these instances, a pedestrian route will be provided within the carriageway with a minimum unobstructed width of 1.0 m, albeit this will be wider where it does not impact on traffic flow. Suitable barriers will be provided, along with ramps and footway boards where these are required.

2.10.2.3.12.2.3. In all cases, access to Public Rights of Way which terminate at the back of footway / edge of the Order Limits will be maintained at all times through the provision listed above and / or plating over the trench if necessary.

2.10.2.4.12.2.4. Some temporary footway closures may be required to facilitate delivery and collection of materials. In the majority of cases this will be mitigated through alternative footway links being available but where this is not possible, the following will apply:

- The footway be closed for no longer than 15 minutes in every one-hour period;
- Construction operatives will be made available to assist users past the works;
- Pedestrians with impaired mobility will need to wait no longer than 5 minutes; and
- Temporary footway closure signs are provided in place of the works.

## 2.10.3.12.3. CYCLISTS

2.10.3.1.12.3.1. Where there are shared-use paths or cycleways impacted by the works these will be kept open if possible, or a suitable diversion route provided.

2.10.3.2.12.3.2. Where full closure of cycle route is necessary and diversion routes are

unsuitable temporary cycle facilities will be provided past the construction corridor where possible, such as on the Eastern Road shared-use path. This could be completed as part of a full lane closure or through provision of a temporary off-road route. The width of these temporary routes will be 2.5 m where possible, with a minimum of 1.5 m. If the temporary route is provided over unmade ground, then footway boards will be used to provide a formal surface.

~~2.10.3.3~~~~2.12.3.3.~~ In some cases, it may be required to narrow a shared-use path past the construction corridor to a width that is not suitable for cycle use (i.e. 1.0 m). In these circumstances ‘Cyclists dismount and use footway’ signs will be used as a last resort, noting that this would only be completed for one 100 m section at a time.

~~2.12.3.4.~~ Where road closures are required for construction of the Onshore Cable Route cycle access will be maintained at all times.

~~2.12.3.5.~~ On A3 London Road where closure of the bus and cycle lane is required to facilitate construction of the Onshore Cable Route, specific consideration should be given by the Contractor as part of the detailed design of traffic management measures to the how cyclists merge with the general traffic lane. As a minimum ‘cycle lane ahead closed’ advance signing will be provided to ensure that cyclists have ample opportunity to alter their road position before reaching the road works. These detailed traffic management measures will be submitted to the relevant Highway Authority for approval as detailed in paragraph 2.4.1.2 and 2.7.1.2

## ~~2.11-2.13.~~ **PUBLIC TRANSPORT**

~~2.11.1.1~~~~2.13.1.1.~~ During construction of the Onshore Cable Route some existing bus stops may need to be closed depending upon the exact location within the carriageway or footway. Where this is required, a temporary bus stop will be provided as close as possible to the original location, taking into account highway safety of all road users.

~~2.13.1.2.~~ Construction of the Onshore Cable Route within the A3 London Road will require works within the existing bus lane or suspension of the bus lane to mitigate the impact on general traffic flow. As with the rest of the Onshore Cable Corridor this will be completed in 100 m sections and therefore bus priority will be maintained where the bus lane is suspended through provision of temporary bus priority traffic signals where practicable. An example layout of this temporary bus priority is provided in Appendix 4 for reference.

~~2.11.1.2~~~~2.13.1.3.~~ Where this is not possible, it is proposed that temporary ‘Merge In Turn’ signs are installed to encourage vehicles to allow buses to join the general traffic lane.

## ~~2.12-2.14.~~ **SCHOOL ACCESS**

~~2.12.1.1~~~~2.14.1.1.~~ Construction of the Onshore Cable Route will take place during school holidays on links that contain schools or where they are located directly adjacent to the

Onshore Cable Corridor. This includes the following links and schools:

- Solent Junior School on Solent Road and Solent Infant School on Evelegh Road, adjacent to Farlington Avenue; and
- Mooring Way Infant School, Moorings Way.

2.14.1.2. Consideration will also be given to schools located close to the Onshore Cable Corridor, given the potential wider re-distribution impact of the construction works. This includes the provision of traffic marshalling around schools in proximity to the Onshore Cable Corridor to assist with the safe management of traffic flow and pedestrians in the proximity to school accesses. As detailed within the Supplementary Transport Assessment Addendum (REP7-065) the use of traffic marshals should be considered at the following locations:

- Milton Road, Waterlooville (Section 4) at Hart Plain Junior School, Hart Plain Infant School and Cowplain Community School;
- Mill Road, Waterlooville (Section 4) at Mill Hill Primary School and Growing Places Nursery;
- Park Avenue, Purbrook (Section 4) at Purbrook Park School;
- Westbrook Grove Purbrook (Section 4) at Purbrook Infant School;
- Evelegh Road and Solent Road, Farlington (Section 5) at Solent Infant School and Solent Junior School;
- Grove Road and Station Road (Section 5) at Springfield School; and
- Dundas Lane (Section 8) at Admiral Lord Nelson School.

~~2.13.~~ Traffic marshals, who will be appointed by the contractor, hold authority through the Community Safety Accreditation Scheme (CSAS) to stop or divert traffic during construction, in order to reduce delays and ensure the safety of the travelling public.

## 2.14.2.15. **RESPONSIVE TRAFFIC MANAGEMENT PROTOCOL**

2.14.1.1.2.15.1.1. It is proposed that the FTMS required to support the Proposed Development operates as a 'live' and responsive strategy. This means that, in continuous liaison with HCC / PCC (as appropriate), an approved TMS will be amended where required to reflect traffic conditions and events that may impact upon the construction works or capacity of the highway network surrounding the Onshore Cable Corridor. Examples of this can include:

- a protocol to temporarily suspend and remove works or alter traffic management strategies if a road traffic ~~accident,~~ emergency accident.

emergency event or other unforeseen circumstances occur on either the Onshore Cable Corridor or surrounding network requires road closures and diversion of traffic;

- where the construction zone is at key junctions within the network, management of traffic signals adjacent to the Onshore Cable Corridor during peak hours to ensure signal timings reflect additional traffic flows;
- Management of traffic signal junctions along diversion routes associated with road closures;
- Provision of traffic marshalling around schools adjacent to the Onshore Cable Corridor (other than those included in paragraph 2.14.1.2) to mitigate the impact of traffic redistribution onto such links; ~~and~~
- Revisions to signage to direct traffic onto appropriate routes and discourage the use of inappropriate routes; ~~and~~
- Use of other additional traffic management measures away from the Onshore Cable Route as detailed in Section 2.6

2.14.1.2-2.15.1.2. The ability of the FTMS to respond to events away from the Onshore Cable Corridor itself will mitigate impact of the works should these events occur. These unforeseen incidences include emergency events and / or urgent works, such as road traffic accidents, gas leaks, burst water mains and loss of customer service. This is particularly important for the A3 London Road and A2030 Eastern Road, both of which experience a significant increase in traffic flow when such incidents occur there are road traffic accidents on either the A3(M) or M275. Such mitigation can be directed by HCC and PCC through powers contained within the Permit Scheme where new circumstances occur which could not have reasonably been foreseen or where the impact is significant.

2.14.1.3-2.15.1.3. In addition to this, the CTMP includes provision for a road safety officer, who will be responsible for the continual monitoring of the streetworks for the Onshore Cable Route to ensure the proactive management of road safety. They will ensure there is sufficient road signage to warn the public of construction works and inform construction related traffic to ensure compliance and route choice. There will also be contact telephone numbers for the public to raise concerns as well as the provision of a website. Receptors that attract vulnerable people will be updated on a regular basis with visits (e.g. schools) as necessary.

## 2.15-2.16. **EMERGENCY SERVICES**

2.15.1.1-2.16.1.1. The Onshore Cable Corridor runs past a number of emergency services locations therefore meaning that access by emergency vehicles will need to be actively managed ~~where possible~~ to minimise delays. The Onshore Cable Corridor

runs nearby or adjacent to the following bases:

- Waterlooville Fire Station - A3 Maurepas Way;
- Eastern Road Ambulance Station, albeit this does not provide emergency response; and
- Eastney Lifeboat Station – Ferry Road.

2.15.1.2-2.16.1.2. At Waterlooville Fire Station access will be maintained at all times by excavation of the trench taking place in two phases to allow a suitable width access between works or through use of road plates.

2.15.1.3-2.16.1.3. In proximity to Eastney Lifeboat Station, the works along Fort Cumberland Road will be facilitated by shuttle working traffic signals. This will maintain access to Ferry Road and the Lifeboat Station at all times.

2.15.1.4-2.16.1.4. Along the remainder of the Onshore Cable Corridor each construction location zone will be setup to ensure access by emergency vehicles is achievable. To facilitate access and minimise delay through the works, a protocol will be setup for management of temporary signals. This could include implementation of an ‘all red’ phase to clear the construction zone of traffic or extended green times to give priority to an approaching vehicle.

2.15.1.5-2.16.1.5. Under the responsive traffic management protocol described in Section 2.12 there will also be an option to temporarily suspend works if required to mitigate the impacts of the road traffic accident or other emergency event in proximity to the Onshore Cable Corridor.

2.15.1.6-2.16.1.6. Where there are full road closures, road plates will be available at the point of work at all times, should emergency access be required. At the end of the working day road plates would be installed to allow for out of hours emergency access only. Out of hours emergency access will be provided by an onsite standby emergency team.

2.15.1.1-2.16.1.1. In addition, the Applicant will seek to produce a communication plan in conjunction with the emergency services to address the specific needs of the emergency services during the construction. The communication plan will outline the relevant procedures to be followed by both parties with regard to the dissemination of information and how emergency access will be safeguarded and delivered through each individual phase.

### 3. SECTION 1 – LOVEDEAN (CONVERTOR STATION AREA)

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3.1.1.1. The Onshore Cable Route will not be constructed within public highway within Section 1, but some traffic management will be required to facilitate construction of the temporary and permanent access junction for the Converter Station. This is described below and shown on Drawing EN02022-TMS-1 included in Appendix 45 to this FTMS.

3.1.1.2. TM will also be required where the Onshore Cable Corridor crosses Broadway Lane at approximately 200 m east of the junction with Edney’s Lane

#### 3.2. SUB-SECTION 1.1 - CONVERTER STATION ACCESS JUNCTION

3.2.1.1. Construction of the Converter Station access junction / access road will be primarily constructed ‘off-line’ in order to avoid impacting upon traffic flow along Broadway Lane and Day Lane. However, it is likely that construction work on each access junction bellmouth will require some limited narrowing of the existing carriageway, which will only accommodate one-way traffic flow. This will be accommodated by the implementation of three-way temporary traffic signals to control traffic flow in the vicinity of the access. The exact location of the temporary traffic signals will be determined by the contractor(s) however, it is envisaged that these would be located as follows to provide adequate visibility for approaching traffic:

- Adjacent to Broadway Cottages on Broadway Lane south of the proposed access junction;
- 20 m north of the give-way line on Broadway Lane north of the proposed access junction (at the junction with Day Lane); and
- 75 m east of the junction of the Broadway Lane / Day Lane junction on Day Lane.

3.2.1.2. Broadway Lane and Day Lane within the vicinity of the Converter Station Area are currently rural lanes without street lighting of footways and are subject to a national speed limit (60 mph).

3.2.1.3. To reduce traffic speeds within the vicinity of the access works it is also proposed that a temporary 30 mph speed limit is implemented to be in place for the entirety of Day Lane up to its junction with Lovedean Lane, and Broadway Lane between the northern edge of Broadway Cottages and the junction with Day Lane. This is secured via inclusion with within the Framework CTMP (REP6-032) and Requirement 17 of the dDCO.

3.2.1.4. The timeframe for this traffic management to be in place will be dependent upon the construction schedule of the access junction. Currently, the anticipated programme for these works suggests that traffic management will need to be in place for 8-12 weeks to facilitate construction of the access junction.

3.2.1.5. Table 1 shows a breakdown of the calendar year, showing availability for the construction of the access works to take place within this Section.

**Table 1 – Section 1 Programme Availability**

Section		Description	Length (m)	Proposed TM	Duration Per Circuit						
1.1		Converter Station Access	TBC	Shuttle Working	8-12 weeks						
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>											
<u>Total Availability per Calendar Year</u>											
None											
50 weeks											

3.2.1.6. This shows that construction can take place during any month of the year. It is also considered that there are no constraints on the construction programme presented by works on adjacent sections of the Onshore Cable Corridor.

### 3.3. SUB-SECTION 1.2 – BROADWAY LANE

- 3.3.1.1. TM is required in Sub-Section 1.2 at the intersection of the Onshore Cable Corridor and Broadway Lane. The Onshore Cable Corridor crosses Broadway Lane at approximately 200 m east of the junction with Edney's Lane.
- 3.3.1.2. Below is a breakdown of the calendar year, showing availability for the construction of the Onshore Cable Corridor to take place within this Section.

**Table 2 - Section 1.2 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
1.2	Broadway Lane	6	Road Closure	1 Day							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
Section 3.1 – 2 weeks						48 weeks					

3.3.1.3. Programming of these works at separate times to Section 3.1 will minimise the impact resulting from the proposed traffic management strategy for Broadway Lane and Anmore Road.

### 3.4. DESCRIPTION OF TRAFFIC MANAGEMENT

3.4.1.1. It is likely that a full road closure will be required to allow the Onshore Cable to cross Broadway Lane. It is anticipated that this road closure will need to be in place for one day per circuit. This is described below and shown on Drawing EN02022-TMS-1 and EN02022-TMS-2 included in Appendix 45 to this FTMS.

3.4.1.2. A diversion route will need to be implemented to mitigate the impact of the proposed road closure on Broadway Lane. The diversion route will need to take account of the following:

- The nature of rural lanes within the vicinity of the road closure and their suitability for accommodating diverted traffic; and
- The general origin and destination of traffic using Broadway Lane.

- 3.4.1.3. Taking account of these factors, it is recommended that diversions be implemented that route traffic via Edney's Lane, Anmore Road, Anmore Lane and Broadway Lane as shown in Drawing EN02022-TMS-11 included in Appendix [56](#) to this FTMS. Taking into account this proposed diversionary routing, the closure of Broadway Lane should be scheduled so as to not coincide with construction in Anmore Road, a link which is contained within Section 3 of the Onshore Cable Corridor.
- 3.4.1.4. Appropriate signage will be provided along this diversion at all appropriate junction locations. Broadway Lane to the east of the Onshore Cable Corridor provides the sole vehicular access to several residential properties, as well as to the Lower Chapters Bed and Breakfast. Broadway Lane to the east of the Onshore Cable Corridor will remain open to ensure access to properties and the bed and breakfast is retained throughout the duration of works.

## 4. SECTION 2 - ANMORE

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- 4.1.1.1. The Onshore Cable Corridor in Section 2 is contained entirely within agricultural fields and does not include or intersect any highway, as such, no TM is required in this Section.

## 5. SECTION 3 – DENMEAD/KINGS POND MEADOW

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5.1.1.1. As with Section 2, the Onshore Cable Corridor within Section 3 is contained primarily within agricultural fields. However, there are two limited sections of public highway which are likely to be impacted within this section. The impacted highway includes the following:

- **Sub-Section 3.1:** Anmore Road: up-to 50 m between agricultural fields to the north and south; and
- **Sub-Section 3.2:** B2150 Hambledon Road to Soake Road (180m).

5.1.1.2. Both of these links are likely to require traffic management to facilitate the construction of the Onshore Cable Route. The construction works within this section are likely to take a maximum of 1-2 weeks to complete per circuit.

### 5.2. SUB-SECTION 3.1 – ANMORE ROAD

5.2.1.1. Table 3 below provides a summary of the traffic management requirements for Section 3.1.

**Table 3 – Sub-Section 3.1 Programme Availability**

Section		Description		Length (m)		Proposed TM		Duration Per Circuit <u>(Cable Ducts)</u>			
3.1		Anmore Road		6		Road Closure		1 Day			
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
Section 1.2 – 1 week (rounded up from 1 day) Sub-Section 3.2 – 3 weeks						46 weeks					

5.2.1.2. Programming of these works at separate times will minimise the impact resulted from the proposed traffic management strategy for Broadway Lane and the B2150 Hambledon Road (Section 3.2).

### DESCRIPTION OF TRAFFIC MANAGEMENT

5.2.1.3. The Onshore Cable Corridor will cross Anmore Road between agricultural fields to the north and south, requiring a full road closure for the period of the construction works. The Onshore Cable Corridor will intersect Anmore Road in a north-south orientation, whilst moving from the fields to the immediate north of the carriageway, to those in the south. Works in Sub-Section 3.1 will only impact upon a limited section of ~~highway, and highway and~~ would require a one-day road closure per circuit.

5.2.1.4. As is stated above, any road closures on Anmore Road should be scheduled to avoid coinciding with any closure of Broadway Lane. The recommended diversion route for the road closure on Anmore Road is via Mill Road, B2150 Hambledon Road and Soake Road as shown in Drawing EN02022-TMS-11 included in Appendix 56 to this FTMS.

5.2.1.5. Taking into account this proposed diversion, it is also recommended that the closure of Anmore Road should not take place at the same time as any works on B2150 Hambledon Road (Section 3.2).

### **5.3. SUB-SECTION 3.2 – B2150 HAMBLEDON ROAD TO SOAKE ROAD**

5.3.1.1. Within Sub-Section 3.2, the Onshore Cable Corridor includes a section of B2150 Hambledon Road between the point from which the cable exits the agricultural fields, to the junction with Soake Road. Table 3 below provides a summary of the traffic management requirements for Section 3.2.

**Table 4 – Sub-Section 3.2 Programme Availability**

Section		Description		Length (m)		Proposed TM		Duration Per Circuit <u>(Cable Ducts)</u>			
3.2		B2150 Hambledon Road to Soake Road		180		Shuttle working TS		3 weeks			
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
Sub-Section 4.1 – 22 weeks Sub-Section 4.2 – 14 weeks Sub-Section 4.31 – 2weeks Sub-Section 4.33 – 5 weeks Sub-Section 4.34 – 4 weekends Sub-Section 4.35 – 3 weeks						4 weeks					

5.3.1.2. Programming of Section 3.2 works will be undertaken at separate times to that scheduled for

- Section 4.1 - B2150 Hambledon Road between Soake Road and Milton Road;
- Section 4.2 - B2150 Hambledon Road and A3 Maurepas Way between Milton Road and A3 London Road (1.0 km); and
- Sections 4.31, 4.33, 4.34 and 4.35 - All sections of A3 London Road between A3 Maurepas Way and Ladybridge Road that require shuttle working traffic signals.

5.3.1.3. This phasing of works will mitigate disruption to traffic flow within the Denmead and Waterlooville area, particularly those trips which travel along the B2150 Hambledon Road and A3 London Road to / from Purbrook, Cosham and Portsmouth. Specifically, it will ensure that there is not more than one location of traffic management that requires shuttle working on B2150 Hambledon Road, A3 Maurepas Way and A3 London Road at any one time.

5.3.1.4. Sub-Section 4.32 has intentionally been omitted from the restrictions because unlike sub-sections 4.1, 4.2, 4.31, 4.33, 4.34 and 4.35, the traffic management involves a bus lane closure rather a general traffic lane closure. This is considered to be less disruptive from a traffic management perspective, meaning works associated with Sub-Section 4.32 can occur simultaneously with Sub-Section 3.2 if required.

### DESCRIPTION OF TRAFFIC MANAGEMENT

5.3.1.5. Construction along this section of B2150 Hambledon Road will likely require implementation of single lane closure, with shuttle working being implemented through the use of temporary traffic signals to allow for continued two-way traffic flow. Where the cable enters / exits agricultural fields, the construction corridor will be phased / managed in line with the standard protocol set out in the technical specification issued to contractors in order to ensure that a continuous pedestrian link is provided along the northern side of the carriageway.

5.3.1.6. Where the Onshore Cable Corridor intersects the junction with Soake Road, temporary three-way traffic signals may need to be implemented to allow continuous access to the Byng's Business Park and Jewson Builders Merchant at the southern end of Soake Road. This will mitigate the need for HGV's wishing to access these businesses from using the less suitable Anmore Road / northern half of Soake Road as a temporary diversion route.

5.3.1.7. No residential properties are impacted by this section of the Onshore Cable Corridor.

5.3.1.7-5.3.1.8.

## 6. SECTION 4 – HAMBLEDON ROAD TO FARLINGTON AVENUE

### 6.1.1.1.

This section provides a summary of the proposed TMS for the longest section of the Onshore Cable Corridor, which runs from B2150 Hambledon Road between Denmead and Waterlooville and Burnham Road in Farlington. This section has been split into five sub-sections, based upon similarities in road types and commonalities in traffic management requirements. The total length of this section is 6.7 km, and the sub-sections are as follows:

- **Sub-Section 4.1** – B2150 Hambledon Road between Soake Road and Milton Road;
- **Sub-Section 4.2** – B2150 Hambledon Road and A3 Maurepas Way between Milton Road and A3 London Road;
- **Sub-Section 4.3** – A3 London Road to Ladybridge Roundabout;
  - **Sub-Section 4.31** – A3 London Road between Forest End Roundabout and south of the junction with Forest End;
  - **Sub-Section 4.32** - A3 London Road between south of junction with Forest End and southern end of bus lanes (in proximity to Poppy Fields);
  - **Sub-Section 4.33** - A3 London Road between south of southern end of bus lanes (in proximity to Poppy Fields) and Post Office Road;
  - **Sub-Section 4.34** - A3 London Road between Post Office Road and Rocking Horse Nursery;
  - **Sub-Section 4.35** - A3 London Road between Rocking Horse Nursery and Ladybridge Roundabout;
- **Sub-Section 4.4** – A3 London Road to Portsdown Hill Road;
  - **Sub-Section 4.41** - A3 London Road between Ladybridge Roundabout and start of bus lane;
  - **Sub-Section 4.42** - A3 London Road between start of bus lane and Lansdowne Avenue;
  - **Sub-Section 4.43** - A3 London Road between Lansdowne Avenue and bus lane (south of The Brow);

- **Sub-Section 4.44** - A3 London Road between bus lane (south of The Brow) and Portsdown Hill Road; and
- **Sub-Section 4.5** – B2177 Portsdown Hill Road.

6.1.1.2.

The FTMS proposals for Section 4 are shown on Drawing EN02022-TMS-3, 4 and 5 included in Appendix [45](#)

6.2.

## **SUB-SECTION 4.1 – B2150 HAMBLEDON ROAD BETWEEN SOAKE ROAD AND MILTON ROAD**

6.2.1.1.

Section 4.1 includes the section of B2150 Hambledon Road between the junction with Soake Road and the roundabout with Milton Road. All of B2150 Hambledon Road in this subsection is single carriageway and is subject to a 30 mph speed limit.

6.2.1.2.

Table 5 shows availability for the construction of the Onshore Cable Route to take place within this subsection.

**Table 5 – Sub-Section 4.1 Programme Availability**

Section		Description		Length (m)		Proposed TM		Duration Per Circuit <u>(Cable Ducts)</u>			
4.1		B2150 Hambledon Road between Soake Road and Milton Road		1300		Shuttle working TS		11 - 22 weeks			
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
Sub-Section 3.2 – 3 weeks Sub-Section 4.2 – 14 weeks Sub-Section 4.31 – 2 weeks Sub-Section 4.33 – 5 weeks						23 weeks					

Sub-Section 4.34 – 4 weekends Sub-Section 4.35 – 3 weeks	
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6.2.1.3. December has been categorised as ‘Amber’ due to the proximity of the southern end of B2150 Hambledon Road in this sub-section to Wellington Retail Park, Asda Superstore on A3 Maurepas Way and Lidl supermarket on Elettra Avenue. As December is typically a very busy period in this location, construction should only take place during the first two weeks of the month.

6.2.1.4. In addition to these considerations, construction within Section 4.1 should not take place simultaneously with the following:

- Section 3.2 - B2150 Hambledon Road to Soake Road;
- Section 4.2 - B2150 Hambledon Road and A3 Maurepas Way between Milton Road and A3 London Road (1.0 km); and
- Section 4.31, 4.33, 4.34 and 4.35 – All sections of A3 London Road between A3 Maurepas Way and Ladybridge Road that require shuttle working traffic signals.

6.2.1.5. This phasing of works will mitigate disruption to traffic flow within the Denmead and Waterlooville area, particularly those trips which travel along the B2150 Hambledon Road and A3 London Road to / from Purbrook, Cosham and Portsmouth. Specifically, it will ensure that there is not more than one location of traffic management that requires shuttle working on B2150 Hambledon Road, A3 Maurepas Way and A3 London Road at any one time.

6.2.1.6. Sub-Section 4.32 has intentionally been omitted from the restrictions because unlike sub-sections 3.2, 4.2, 4.31, 4.33, 4.34 and 4.35 the traffic management involves a bus lane closure rather a general traffic lane closure. This is considered to be less disruptive from a traffic management perspective, meaning works associated with Sub-Section 4.32 can occur simultaneously with Sub-Section 4.1 if required.

## 6.2.2. DESCRIPTION OF TRAFFIC MANAGEMENT

6.2.2.1. For the majority of this subsection construction will likely be able to be facilitated by shuttle working traffic signals. Opportunities to reduce the length of shuttle working will however be taken where possible and practical, such as at the following:

- By constructing one circuit within Southdown View / Hambledon Road and the Hambledon Road spur that runs parallel to the B2150 Hambledon Road. This is described in further detail in paragraph 6.2.2.3 – 6.2.2.6 and would remove disruption from B2150 Hambledon Road for 450m or 8 weeks for one circuit; and

- Use of lane realignment between the junction with The Hundred and the roundabout junction with Milton Road. The use of right-turn lanes to facilitate construction works will likely enable construction to take place without impacting on two-way traffic flow for 200m or 3 weeks for each circuit.

6.2.2.2. These options will help minimise the length of time shuttle working traffic signals are required on B2150 Hambledon Road.

#### **Southdown View / Hambledon Parade / Hambledon Road**

6.2.2.3. Southdown View runs parallel to B2150 Hambledon Road between Darnell Road and Sunnymead Drive and provides access to 13 residential properties (all with off-road parking) and a public car park which serves Billy's Lake open space which comprises of approximately 10 acres of woodland. It measures approximately 150 m in length. The carriageway width of Southdown View is less than 6.0 m, so to avoid road closure, the construction corridor will be narrowed through the use of smaller plant. Two-way traffic flow will be facilitated by an informal 'give-and-take' approach which is appropriate for a link with such low traffic flows. Construction along this link is anticipated to take approximately 2-3 weeks per circuit.

6.2.2.4. Construction works through the junction of Southdown View / Sunnymead Drive / Hambledon Parade will be managed through the use of temporary traffic signals, with construction being phased to ensure that the carriageway remains open at all times.

6.2.2.5. Hambledon Parade is approximately 140 m in length and provides access to a number of retail / commercial units on the northern side of the carriageway. On-street parking is provided on either side of Hambledon Parade and provides capacity for 23 cars, with two additional two accessible bays and a loading bay. To accommodate construction, the on-street parking spaces on one side of the carriageway may need to be temporarily suspended to mitigate the need for a full road closure. To further mitigate the impact of construction on retail / commercial units, it is proposed that construction corridor will be split into 70 m sections therefore allowing some on-street parking to remain on both sides of the carriageway throughout the duration of the works. A one-way system will be implemented along Hambledon Parade during construction to minimise traffic congestion. Construction along this link is anticipated to take 2-3 weeks per circuit.

6.2.2.6. The Hambledon Road spur, running parallel to the north of the B2150 is a residential cul-de-sac providing access to 16 residential properties, all of which have dedicated off-road parking. The carriageway is approximately 5.0m wide on this link, with the northern verge / footway providing an additional 4.0m. This total width of 9.0m provides adequate space for construction but will require use of smaller plant in order to avoid a full road closure. The approximate length of the spur is 150m. Two-way traffic flow will be facilitated by an informal ‘give-and-take’ approach which is appropriate for a link with such low traffic flows and the majority of residents will continue to be able to park off-road on driveways. It is anticipated that construction of cable ducts along this link will take approximately 2-3 weeks per circuit.

### **B2150 Hambledon Road**

6.2.2.7. Construction of the Onshore Cable Route along B2150 will require shuttle working traffic signals, although opportunities for lane realignment will be taken on the approach to the junctions with Darnel Road and Milton Road to maintain two-way traffic flow. For example, retaining two free-flow traffic lanes for 200 m between The Hundred and Milton Road by use of right-turn lanes and central hatching will remove the requirements for shuttle working traffic signals for 4 weeks per circuit.

6.2.2.8. Several junctions intersect B2150 Hambledon Road in Section 4.1, with the required traffic management at each location dependent upon the exact location of the construction zone within the carriageway, which is not possible to define at this stage. The following junctions, however, will be subject to traffic signal control due to their existing layout or classification:

- B2150 Hambledon Road / Darnel Road – either lane realignment and use of existing traffic signals or temporary three-way traffic signals;
- B2150 / Hambledon Road / Sunnymead Drive – temporary three-way traffic signals; and
- B2150 / Hambledon Road / Milton Road / Elettra Avenue roundabout – temporary traffic signals.

6.2.2.9. The traffic management required for the following junctions will be determined by the contractor and dependent upon location of the construction zone, albeit with access retained at all times, either directly or my alternative routes:

- B2150 Hambledon Road / Sickle Way;
- B2150 Hambledon Road / Hambledon Parade;
- B2150 Hambledon Road / Charlesworth Drive;
- B2150 Hambledon Road / Petersham Drive; and
- B2150 Hambledon Road / The Hundred.

### **Milton Road**

**6.2.2.10.** Milton Road in Sub-Section 4.1 has been identified within the Road Safety Technical Note (REP6-075) as benefiting from the use of traffic marshals in the vicinity of the school.; should construction on B2150 Hambledon Road in this section be undertaken in term time. This additional traffic management measure would be reactive to conditions on this links during construction and would be overseen by the road safety officer.

## **6.3. SUB-SECTION 4.2 – B2150 HAMBLEDON ROAD AND A3 MAUREPAS WAY BETWEEN MILTON ROAD AND A3 LONDON ROAD**

**6.3.1.1.** Sub-section 4.2 includes B2150 Hambledon Road to the south of the roundabout with Milton Road, as well as A3 Maurepas Way between the roundabout with Houghton Avenue and Forest End Roundabout, and the Hambledon Road Spur Road.

**6.3.1.2.** Table 6 provides details of programme availability and traffic management proposals for this sub-section.

**Table 6 – Sub-Section 4.2 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit ( <u>Cable</u> <u>Ducts</u> )							
4.2	B2150 Hambledon Road and A3 Maurepas Way between Milton Road and A3 London Road	1000	Lane Closure	14 weeks							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 4-week restriction due to Christmas shopping.											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
Sub-Section 3.2 – 3 weeks Sub-Section 4.1 – 22 weeks Sub-Section 4.31 – 2 weeks Sub-Section 4.33 – 5 weeks Sub-Section 4.34 – 4 weekends Sub-Section 4.35 – 3 weeks Sub-Section 4.41 – 1 week Sub-Section 4.43 – 3 weeks						9 weeks					

**6.3.1.3.**

December has been categorised as ‘Red’ as this section contains vehicular accesses to Wellington Retail Park, Asda Superstore on A3 Maurepas Way and Lidl supermarket on Elettra Avenue and Waterlooville town centre. As December will be a busy period in this location, construction of this section of the Onshore Cable should not take place during this month. In addition to these considerations, construction within Section 4.2 should not take place simultaneously with the following Sections:

- Sub-Sections 3.2 and 4.1 – B2150 Hambledon Road north-west of this section’
- Section 4.31, 4.33, 4.34, 4.35, 4.41 and 4.43 – All sections of A3 London Road between A3 Maurepas Way and Portsdown Hill Road that require

shuttle working traffic signals.

6.3.1.4. Phasing of works will mitigate disruption to traffic flow within the Denmead and Waterlooville area, particularly those trips which travel along the B2150 Hambledon Road and A3 London Road to / from Purbrook, Cosham and Portsmouth. Specifically, it will ensure that construction along Sub-Section 4.2 does not occur at the same time as traffic management that requires shuttle working on B2150 Hambledon Road, A3 Maurepas Way and A3 London Road.

6.3.1.5. Sub-Section 4.32, 4.42 and 4.44 have intentionally been omitted from the restrictions because within sub-sections 3.2, 4.1 4.31, 4.33, 4.34, 4.35, 4.41 and 4.43, the traffic management involves a bus lane closure rather a general traffic lane closure. This is considered to be less disruptive from a traffic management perspective, meaning works associated with these three sub-sections can occur simultaneously with Sub-Section 4.2 if required.

## 6.3.2. DESCRIPTION OF TRAFFIC MANAGEMENT

### B2150 Hambledon Road

6.3.2.1. Construction along B2150 Hambledon Road in this subsection will require implementation of single lane closures. To facilitate continued access to Wellington Retail Park throughout the duration of works, temporary turning restrictions may need to be implemented at the junction of B2150 Hambledon Road / Aston Road. Temporary turning restrictions will prohibit right turn movements at this junction, allowing it to remain operational via a left-in, left-out arrangement. These temporary access arrangements are likely to be in place for one week per circuit.

### Hambledon Road (spur)

6.3.2.2. Hambledon Road (spur) within Sub-Section 4.2 has been identified within the UK Joint Bay Feasibility Report (REP7-073) as a possible location for Joint Bay 07. Construction along B2150 Hambledon Road in this subsection would require implementation of single lane closures should a Joint Bay be installed in the carriageway in this location. Two-way traffic flow will be facilitated by an informal 'give-and-take' approach which is appropriate for a link with such low traffic flows. As is set out in Section 2.3.3. of this report, installation of Joint Bays will take approximately 20 working days per circuit.

### B2150 Hambledon Road / A3 Maurepas Way / Houghton Avenue Roundabout

6.3.2.2.6.3.2.3. Temporary traffic signals may also need to be implemented at the roundabout junction of B2150 Hambledon Road / A3 Maurepas Way / Houghton Avenue. Traffic management is likely to be required at this junction for approximately one week.

### A3 Maurepas Way

~~6.3.2.3~~~~6.3.2.4~~ Construction within A3 Maurepas Way may require a closure of one lane of the dual carriageway. On the A3 in this section a minimum of three lanes will remain operational, and two-way flow will be maintained at all times. The link provides the entry to the Asda Waterlooville Superstore car park, access to this car park will be retained throughout the duration of works.

~~6.3.2.4~~~~6.3.2.5~~ Waterlooville Fire Station gains vehicular access from A3 Maurepas Way on this link. Vehicular access from the fire station will be retained at all times through-out the duration of works through phased construction maintaining a suitable access width at all times.

### Forest End Roundabout

~~6.3.2.5~~~~6.3.2.6~~ Temporary traffic signals may be required at Forest End Roundabout. Construction through this junction is likely to be in place for 2-3 days per circuit.

## **6.4. SUB-SECTION 4.31 - A3 LONDON ROAD BETWEEN FOREST END ROUNDABOUT AND SOUTH OF THE JUNCTION WITH FOREST END**

6.4.1.1 A limited section of shuttle working may be required between Forest End Roundabout and just south of the junction with Forest End, where the central island ends. The programme availability to complete this sub-section is shown in Table 7 below.

**Table 7 – Sub-Section 4.31 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
4.31	A3 London Road between Forest End Roundabout and south of the junction with Forest End	100	Shuttle Working	2 weeks							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<p>Notes on Calendar Restrictions:            Work Permitted Only During: February Half-Term (1 week), Easter School Holidays (2 weeks), May Half-Term (1 week), June (4 weeks), July outside of school holidays (3 weeks), School Summer Holidays (approximately 6 weeks), and October Half-Term (1 week).</p> <p>Approximate availability per calendar year: <b>18 weeks</b>.</p>											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
Sub-Section 3.2 – 3 weeks <i>(no calendar restrictions)</i> Sub-Section 4.1 – 22 weeks <i>(2-week restriction due to Christmas)</i> Sub-Section 4.2 – 14 weeks <i>(4-week restriction due to Christmas)</i> Section 4.32 = 10 weeks <i>(no calendar restrictions)</i> Sub-Section 4.33 – 5 weeks <i>(same calendar restrictions)</i> Sub-Section 4.34 – 4 weekends <i>(no calendar restrictions)</i> Sub-Section 4.35 – 3 weeks <i>(same calendar restrictions)</i> Sub-Section 4.41 – 1 week <i>(same calendar restrictions)</i>						3 weeks <i>(based on avoiding simultaneous works at sub-sections 4.33, 4.35, 4.41 and 4.43 where there are similar calendar restrictions)</i>					

Sub-Section 4.43 – 3 weeks <i>(same calendar restrictions)</i>	
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6.4.1.2.

Due to the high traffic flows at this location and close proximity to Waterlooville town centre, construction should not take place outside of the periods shown in Table 7. In addition to these considerations, construction within Section 4.3 should not take place simultaneously with the following Sections:

- Sub-Sections 3.2, 4.1 and 4.2 – B2150 Hambledon Road and A3 Maurepas Way;
- Sub-Sections 4.32, 4.33, 4.34, and 4.35 – parts of Section 4.3 – A3 London Road between A3 Maurepas Way and Ladybridge Road; and
- Sub-sections 4.41 and 4.43 – Parts of A3 London Road between Ladybridge roundabout and Portsdown Hill road that require shuttle working traffic signals.

6.4.1.3.

This phasing of works will mitigate disruption to traffic flow within the Denmead and Waterlooville area, particularly those trips which travel along the B2150 Hambledon Road and A3 London Road to / from Purbrook, Cosham and Portsmouth. The programme will ensure that the construction of sub-section 4.2 is not completed at the same time as any other works on A3 London Road north of Ladybridge roundabout nor during any periods where shuttle working traffic signals are required on either B2150 Hambledon Road or A3 London Road south of Ladybridge roundabout.

**6.5. SUB-SECTION 4.32 – A3 LONDON ROAD BETWEEN SOUTH OF JUNCTION WITH FOREST END AND SOUTHERN END OF BUS LANES (IN PROXIMITY TO POPPY FIELDS)**

6.5.1.1. Construction within this section can be completed through lane realignment, thereby maintaining two-way traffic flow for the entirety of this sub-section. Where the construction zone is located, the bus lanes and general traffic lane will merge from two to one lane. To mitigate the impact on public transport, temporary bus priority traffic signals will be provided where possible to maintain bus priority over general traffic. Table 8 provides details of the available programme for this sub-section.

**Table 8 – Sub-Section 4.32 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)							
4.32	A3 London Road between south of junction with Forest End and southern end of bus lanes (in proximity to Poppy Fields)	1000	Lane Closure	17 weeks							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>							<u>Total Availability per Calendar Year</u>				
Sub-Section 4.31 – 2 weeks Sub-Section 4.33 – 5 weeks Sub-Section 4.35 – 3 weeks Sub-Section 4.41 – 1 week Sub-Section 4.42 – 8 weeks Sub-Section 4.43 – 3 weeks Sub-Section 4.44 – 4 weeks							24 weeks				

6.5.1.2. Given the limited impact of construction along this section it is proposed that works can be completed all year round. To minimise impacts on public transport the construction within this section should not take place simultaneously with the following:

- Sub-Sections 4.31, 4.33, 4.35 – Sections of A3 London Road north of Ladybridge Roundabout that require shuttle working traffic signals; and
- Sub-Sections 4.41 and 4.43 – Sections of A3 London Road south of Ladybridge roundabout that require shuttle working traffic signals.

6.5.1.3. Sub-Section 4.32 has been identified in the UK Joint Bay Feasibility Report as a possible location of both Joint Bay 10 and Joint Bay 11. As is set out in Section 2.3.3. of this report, construction of Joint Bays will take approximately 20 working days per circuit in each location. Construction of Joint Bays in this section would be facilitated by single lane closures, as with the construction of the Cable Ducts component of the Onshore Cable Route.

6.5.1.4. If practicable, temporary bus priority traffic signals will be used to maintain bus priority over general traffic where the lane merge occurs. Where this is not possible, it is proposed that temporary 'Merge In Turn' signs are installed to encourage vehicles to allow buses to join the general traffic lane. Similarly, 'cycle lane ahead closed' advance signing will be provided to ensure that cyclists have ample opportunity to alter their road position before reaching the road works.

## 6.6. **SUB-SECTION 4.33 – A3 LONDON ROAD BETWEEN SOUTH OF SOUTHERN END OF BUS LANES (IN PROXIMITY TO POPPY FIELDS) AND POST OFFICE ROAD**

6.6.1.1. Shuttle working will be required between the junction of A3 London Road / Poppy Fields and the junction of A3 London Road / Post Office Road. The programme availability to complete these works is shown on Table 9 below.

**Table 9 – Sub-Section 4.33 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
4.33	A3 London Road between Poppy Fields and just south of Post Office Road <u>and Campbell Crescent</u>	250	Shuttle Working	5 weeks							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<p>Notes on Calendar Restrictions:            Work Permitted Only During: February Half-Term (1 week), Easter School Holidays (2 weeks), May Half-Term (1 week), June (4 weeks), July outside of school holidays (3 weeks), School Summer Holidays (approximately 6 weeks), and October Half-Term (1 week).            Approximate availability per calendar year: 18 weeks.</p>											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
<p><b>Sub-Section 3.2 – 3 weeks (no calendar restrictions)</b>  <b>Sub-Section 4.1 – 22 weeks (2-week restriction due to Christmas)</b>  <b>Sub-Section 4.2 – 14 weeks (4-week restriction due to Christmas)</b>  <b>Sub-Section 4.31 – 2 weeks (same calendar restrictions)</b>  <b>Sub-Section 4.32 = 10 weeks (no calendar restrictions)</b>  <b>Section 4.34 – 4 weekends (no calendar restrictions)</b>  <b>Sub-Section 4.35 – 3 weeks (same calendar restrictions)</b>  <b>Sub-Section 4.41 – 1 week (same calendar restrictions)</b>  <b>Sub-Section 4.43 – 3 weeks (same calendar restrictions)</b></p>						<p>9 weeks  <i>(based on avoiding simultaneous works at sub-sections 4.31, 4.35, 4.41 and 4.43 where there are similar calendar restrictions)</i></p>					

6.6.1.2. Due to the high traffic flows at this location, no construction should take place outside of the periods shown in Table 9. In addition to these considerations, construction within Section 4.3 should not take place simultaneously with the following Sections:

- Sub-Sections 3.2, 4.1 and 4.2 - B2150 Hambledon Road and A3 Maurepas Way;
- Sub-Sections 4.31, 4.32, 4.34, 4.35 - All other parts of Section 4.3 - A3 London Road between A3 Maurepas Way and Ladybridge Road; and
- Sub-sections 4.41 and 4.43 – Parts of A3 London Road between Ladybridge roundabout and Portsdown Hill road that require shuttle working traffic signals.

6.6.1.3. As with other sub-sections of A3 London Road, this phasing of works will mitigate disruption to traffic, particularly those trips which travel along the A3 London Road between Waterlooville, Purbrook, Cosham and Portsmouth. The programme will ensure that the construction of sub-section 4.33 is not completed at the same time as any other works on A3 London Road north of Ladybridge roundabout nor during any periods where shuttle working traffic signals are required on either B2150 Hambledon Road or A3 London Road south of Ladybridge roundabout.

6.6.1.4. Campbell Crescent in Sub-Section 4.33 has been identified in the UK Joint Bay Feasibility Report as a possible location of Joint Bay 12. Construction of Joint Bays in this section will be facilitated by single lane closure of Campbell Crescent and / or shuttle working traffic signals on A3 London Road. Two-way traffic flow on Campbell Crescent would be facilitated by an informal 'give-and-take' approach which is appropriate for a link with such low traffic flows. As is set out in Section 2.3.3. of this report, construction of Joint Bays will take approximately 20 working days per circuit.

6.6.1.5. Detailed traffic management strategies for this section of A3 London Road should include consideration of additional traffic management measures contained within 2.6 of the FTMS on residential roads between A3 London Road, Stakes Hill Road and Stakes Road / Ladybridge Road.

## 6.7. SUB-SECTION 4.34 - A3 LONDON ROAD BETWEEN POST OFFICE ROAD AND ROCKING HORSE NURSERY

6.7.1.1. A full road closure may need to be implemented on the section of the A3 London Road between Post Office Road and Rocking Horse Nursery and Pre-School, a distance of approximately 90m. It is anticipated that this closure would take place over the course of four weekends per circuit, with construction taking place only during 10-hour working days between 08:00 and 18:00.

6.7.1.2. The programme availability to complete these works is shown on Table 10 below.

**Table 10 – Sub-Section 4.34 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
4.34	A3 London Road between Post Office Road and Rocking Horse Nursery	90	Road Closure	4 weekends							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>								<u>Total Availability per Calendar Year</u>			
<b>Sub-Section 4.31 – 2 weeks</b> <b>Sub-Section 4.41 – 1 week</b> <b>Sub-Section 4.43 – 3 weeks</b>								44 weeks			

6.7.1.3. Given off-peak nature of the road closure requirements within sub-section 4.34 there are no calendar restrictions. The will however will most likely be completed at a similar time to sub-section 4.33 and 4.35.

6.7.1.4. During the period of road closure, it will be necessary to provide a diversion route for all traffic, with the following proposed to the east of the A3 London Road:

- For northbound traffic on the A3 London Road travelling between Ladybridge Roundabout and the Forest End Roundabout – Diversion via Ladybridge Road eastbound, Stakes Road eastbound, Stakes Hill Road northbound; and Rockville Drive westbound;
- For southbound traffic on the A3 London Road travelling between Forest End Roundabout and Ladybridge Roundabout – Diversion via Rockville Drive eastbound, Stakes Hill Road southbound, Stakes Road westbound

and Ladybridge Road westbound.

6.7.1.5. These diversion routes are shown on Drawing EN02022-TMS-11 included in Appendix [56](#).

6.7.1.6. To minimise the impact of the road closure, construction works will not be completed simultaneously with Sections 4.31, 4.41 and 4.43, all of which require shuttle working traffic signals elsewhere on the A3 London Road.

## **6.8. SUB-SECTION 4.35 - A3 LONDON ROAD BETWEEN ROCKING HORSE NURSERY AND LADYBRIDGE ROUNDABOUT**

6.8.1.1. Shuttle working will also be required for this sub-section between Rocking Horse Nursery and Pre-School and Ladybridge Roundabout. Table 11 provides details of the programme availability for completion of construction in this sub-section.

**Table 11 - Sub-Section 4.35 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
4.35	A3 London Road between Rocking Horse Nursery and Ladybridge roundabout	170	Shuttle Working	3 weeks							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<p>Notes on Calendar Restrictions:            Work Permitted Only During: February Half-Term (1 week), Easter School Holidays (2 weeks), May Half-Term (1 week), June (4 weeks), July outside of school holidays (3 weeks), School Summer Holidays (approximately 6 weeks), and October Half-Term (1 week).            Approximate availability per calendar year: 18 weeks</p>											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
<p><b>Sub-Section 3.2 – 3 weeks (no calendar restrictions)</b>  <b>Sub-Section 4.1 – 22 weeks (2-week restriction due to Christmas)</b>  <b>Sub-Section 4.2 – 14 weeks (4-week restriction due to Christmas)</b>  <b>Sub-Section 4.31 – 2 weeks (same calendar restrictions)</b>  <b>Sub-Section 4.32 = 10 weeks (no calendar restrictions)</b>  <b>Sub-Section 4.33 – 5 weeks (same calendar restrictions)</b>  <b>Sub-Section 4.34 – 4 weekends (no calendar restrictions)</b>  <b>Sub-Section 4.41 – 1 week (same calendar restrictions)</b>  <b>Sub-Section 4.42 = 8 weeks (no calendar restrictions)</b></p>						<p>7 weeks   <i>(based on avoiding simultaneous works at sub-sections 4.31, 4.33, 4.41 and 4.43 where there are similar calendar restrictions)</i></p>					

<p><b>Sub-Section 4.43 – 3 weeks</b>  <i>(same calendar restrictions)</i></p> <p><b>Section 4.44 = 4 weeks</b>  <i>(no calendar restrictions)</i></p>	
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6.8.1.2. Given the requirement for shuttle-working and volume of traffic which uses A3 London Road in this section, no construction work on this section should take place outside of the periods shown in Table 11.

6.8.1.3. As with other sub-sections of A3 London Road, this phasing of works will mitigate disruption to traffic, particularly those trips which travel along the A3 London Road between Waterlooville, Purbrook, Cosham and Portsmouth. The programme will ensure that the construction of sub-section 4.35 is not completed at the same time as any other works on A3 London Road north of Ladybridge roundabout nor during any periods where shuttle working traffic signals are required on either B2150 Hambledon Road or A3 London Road south of Ladybridge roundabout. Several junctions intersect the A3 London Road in Section 4.3. Those junctions which provide connections to the eastern side of the carriageway are, for the most part, accessible by alternate routes on the wider network. While the exact traffic management for each side-road can only be determined once the exact construction zone location is confirmed, at this stage it is proposed that the following are subject to Temporary traffic signals:

- A3 London Road / Mill Road priority junction (due to the proximity of Mill Hill Primary School); and
- A3 London Road / Ladybridge Road / Marrels Wood Garden.

6.8.1.4. As noted, the technical specification issued to contractors will set out the standard protocol for enabling continued access to cul-de-sacs throughout the duration of works.

6.8.1.5. It should be noted that the majority of the side roads to the west of A3 London Road in this section form part of the West of Waterlooville Major Development Area (MDA) which is currently in build out stage. As such, existing cul-de-sacs which currently gain sole vehicular access from A3 London Road which may require temporary traffic signals during construction, may be more suited to temporary suspension of access from the A3 during construction as the wider road network of the MDA develops and the residential streets gain further permeability.

6.8.1.6. Detailed traffic management strategies for this section of A3 London Road should include consideration of additional traffic management measures contained within 2.6 of the FTMS on residential roads between A3 London Road, Stakes Hill Road and Stakes Road / Ladybridge Road.

**Westbrook Grove**

6.8.1.7. Westbrook Grove in Sub-Section 4.35 has been identified within the Road Safety Technical Note (REP6-075) as benefiting from the use of traffic marshals in the vicinity of the school, should construction on A3 London Road in this section be undertaken in term time. This additional traffic management measure would be reactive to conditions on this links during construction and would be overseen by the road safety officer.

**6.9. SUB-SECTION 4.41 - A3 LONDON ROAD BETWEEN LADYBRIDGE ROUNDABOUT AND START OF BUS LANE**

6.9.1.1. Immediately south of Ladybridge roundabout the A3 London Road does not include bus lanes, for a distance of approximately 70 m, and will therefore require shuttle working traffic signals to facilitate construction of the Onshore Cable Route. Table 12 provides details of the programme availability for completion of constructions in this sub-section.

**Table 12 - Sub-Section 4.41 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
4.41	A3 London Road between Ladybridge roundabout and start of bus lane	80	Shuttle Working	1 week							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<p>Notes on Calendar Restrictions:            Work Permitted Only During: February Half-Term (1 week), Easter School Holidays (2 weeks), May Half-Term (1 week), June (4 weeks), July outside of school holidays (3 weeks), School Summer Holidays (approximately 6 weeks), and October Half-Term (1 week).            Approximate availability per calendar year: 18 weeks</p>											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
<p>Sub-Section 3.2 – 3 weeks  <i>(no calendar restrictions)</i>            Sub-Section 4.1 – 22 weeks  <i>(2-week restriction due to Christmas)</i>            Sub-Section 4.2 – 14 weeks  <i>(4-week restriction due to Christmas)</i>            Sub-Section 4.31 – 2 weeks  <i>(same calendar restrictions)</i>            Sub-Section 4.33 – 5 weeks  <i>(same calendar restrictions)</i>            Sub-Section 4.34 – 4 weekends            Sub-Section 4.35 – 3 weeks  <i>(same calendar restrictions)</i>            Section 4.42 = 8 weeks  <i>(no calendar restrictions)</i>            Sub-Section 4.43 – 3 weeks  <i>(same calendar restrictions)</i>            Section 4.44 = 4 weeks  <i>(no calendar restrictions)</i></p>						<p>5 weeks  <i>(based on avoiding simultaneous works at sub-sections 4.31, 4.33, 4.35 and 4.43 where there are similar calendar restrictions)</i></p>					

6.9.1.2. Given the requirement for shuttle-working and volume of traffic which uses A3 London Road in this section, no construction work on this section should take place outside of the periods shown in Table 12.

6.9.1.3. As with sub-section 4.35, this phasing of works will mitigate disruption to traffic, particularly those trips which travel along the A3 London Road between Waterlooville, Purbrook, Cosham and Portsmouth. The programme will ensure that the construction of sub-section 4.41 is not completed at the same time as any other works on A3 London Road north of Ladybridge roundabout nor during any periods where shuttle working traffic signals are required on either B2150 Hambledon Road or A3 London Road south of Ladybridge roundabout.

6.9.1.4. Detailed traffic management strategies for this section of A3 London Road should include consideration of additional traffic management measures contained within 2.6 of the FTMS on residential roads between A3 London Road, Crookhorn Lane and Stakes Road / Ladybridge Road.

## **6.10. SUB-SECTION 4.42 - A3 LONDON ROAD BETWEEN START OF BUS LANE AND LANSDOWNE AVENUE**

6.10.1.1. Construction within this section can be completed through lane realignment, thereby maintaining two-way traffic flow for the entirety of this sub-section. Where the construction zone is located, the bus lanes and general traffic lane will merge from two to one lane. To mitigate the impact on public transport, temporary bus priority traffic signals will be provided where possible to maintain bus priority over general traffic. Table 13 provides details of the available programme for this sub-section.

**Table 13 - Sub-Section 4.42 Programme Availability**

Section		Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>						
4.42		A3 London Road between start of bus lane and Lansdowne Avenue	850	Lane Closure	8 weeks						
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>											
<u>Total Availability per Calendar Year</u>											
<b>Section 4.33 – 5 weeks</b> <b>Sub-Section 4.34 = 4 weekends</b> <b>Section 4.35 – 3 weeks</b> <b>Sub-Section 4.41 – 1 week</b> <b>Sub-Section 4.43 – 3 weeks</b> <b>Sub-Section 4.44 – 4 weeks</b>						32 weeks					

**6.10.1.2.**

Given the limited impact of construction along this section it is proposed that works can be completed all year round. To minimise impacts on public transport the construction within this section should not take place simultaneously with the following:

- Sub-Sections 4.31, 4.33, 4.35 – Sections of A3 London Road north of Ladybridge Roundabout that require shuttle working traffic signals;
- Sub-Sections 4.41 and 4.43 – Sections of A3 London Road of Ladybridge roundabout that require shuttle working traffic signals; and
- Sub-Sections 4.44 – sections of the A3 London Road south of Ladybridge Roundabout where bus lane closures are required.

6.10.1.3. Sub-Section 4.42 has been identified in the UK Joint Bay Feasibility Report as a possible location Joint Bay 14 and Joint Bay 15. Construction of Joint Bays in this section would be facilitated by single lane closures, as with the construction of the Cable Ducts component of the Onshore Cable Route. As is set out in Section 2.3.3. of this report, construction of Joint Bays will take approximately 20 working days per circuit in each location.

6.10.1.4. If practicable, temporary bus priority traffic signals will be used to maintain bus priority over general traffic where the lane merge occurs. Where this is not possible, it is proposed that temporary 'Merge In Turn' signs are installed to encourage vehicles to allow buses to join the general traffic lane. Similarly, 'cycle lane ahead closed' advance signing will be provided to ensure that cyclists have ample opportunity to alter their road position before reaching the road works.

**Park Avenue**

6.10.1.5. Park Avenue in Sub-Section 4.42 has been identified within the Road Safety Technical Note (REP6-075) as benefiting from the use of traffic marshals in the vicinity of the school, should construction on A3 London Road in this section be undertaken in term time. This additional traffic management measure would be reactive to conditions on these links during construction and would be overseen by the road safety officer.

**6.11. SUB-SECTION 4.43 - A3 LONDON ROAD BETWEEN LANSDOWNE AVENUE AND BUS LANE (SOUTH OF THE BROW)**

6.11.1.1. Sub-section 4.43 may require shuttle working traffic signals, although temporary removal of existing pedestrian refuge islands may allow for two-way traffic flow to be maintained due to the wide carriageway width. The worst-case requirement of shuttle working traffic signals has the programme constraints identified in Table 14.

**Table 14 - Sub-Section 4.43 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)
4.43	A3 London Road between Lansdown Avenue and start of bus lane (south of The	250	Shuttle Working	3 weeks

Brow)											
Calendar Restrictions											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<p>Notes on Calendar Restrictions: Work Permitted Only During: February Half-Term (1 week), Easter School Holidays (2 weeks), May Half-Term (1 week), June (4 weeks), July outside of school holidays (3 weeks), School Summer Holidays (approximately 6 weeks), and October Half-Term (1 week).</p> <p>Approximate availability per calendar year: 18 weeks</p>											
Other Restrictions											
Sections						Total Availability per Calendar Year					
<p><b>Sub-Section 3.2 – 3 weeks</b> <i>(no calendar restrictions)</i></p> <p><b>Sub-Section 4.1 – 22 weeks</b> <i>(2-week restriction due to Christmas)</i></p> <p><b>Sub-Section 4.2 – 14 weeks</b> <i>(4-week restriction due to Christmas)</i></p> <p><b>Sub-Section 4.31 – 2 weeks</b> <i>(same calendar restrictions)</i></p> <p><b>Sub-Section 4.33 – 5 weeks</b> <i>(same calendar restrictions)</i></p> <p><b>Sub-Section 4.34 – 4 weekends</b> <i>(no calendar restrictions)</i></p> <p><b>Sub-Section 4.35 – 3 weeks</b> <i>(same calendar restrictions)</i></p> <p><b>Sub-Section 4.41 – 1 week</b> <i>(same calendar restrictions)</i></p> <p><b>Section 4.42 = weeks</b> <i>(no calendar restrictions)</i></p> <p><b>Section 4.44 = 4 weeks</b> <i>(no calendar restrictions)</i></p>						<p>7 weeks <i>(based on avoiding simultaneous works at sub-sections 4.31, 4.33, 4.35, and 4.41 where there are similar school term-time restrictions)</i></p>					

6.11.1.2. Given the requirement for shuttle-working and volume of traffic which uses A3 London Road in this section, no construction work on this section should take place outside of the of the periods shown in Table 14. The phasing of works aims to mitigate disruption to traffic, particularly those trips which travel along the A3 London Road between Waterlooville, Purbrook, Cosham and Portsmouth. The programme will ensure that the construction of this sub-section is not completed at the same time as any other works on A3 London Road south of Ladybridge roundabout nor during any periods where shuttle working traffic signals are required on either B2150 Hambledon Road or A3 London Road north of Ladybridge roundabout.

6.11.1.3. Detailed traffic management strategies for this section of A3 London Road should include consideration of additional traffic management measures contained within 2.6 of the FTMS on residential roads between A3 London Road, Crookhorn Lane and Stakes Road / Ladybridge Road.

~~6.11.1.2.~~

## **6.12. SUB-SECTION 4.44 - A3 LONDON ROAD BETWEEN BUS LANE (SOUTH OF THE BROW) AND PORTSDOWN HILL ROAD**

6.12.1.1. As with sub-sections 4.32 and 4.42 construction within this sub-section can be accommodated for through the use of either lane realignment as a result of the wide carriageways and bus lanes. This means that overall, 2.25km out of 3.20km construction along A3 London Road can be accommodated while retaining two-way traffic flow and avoiding the need for shuttle working traffic signals. Table 15 shows the programme availability for sub-section 4.44.

**Table 15 – Sub-Section 4.44 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
4.44	A3 London Road start of bus lane (south of The Brow) and B2177 Portsmouth Hill Road	400	Lane Closure	4 weeks							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
Sub-Section 4.31 = 2 weeks Sub-Section 4.33 = 5 weeks Sub-Section 4.34 = 4 weekends Sub-Section 4.35 = 3 weeks Sub-Section 4.41 = 1 week Sub-Section 4.42 = 8 weeks Sub-Section 4.43 = 3 weeks						28 weeks					

**6.12.1.2.**

Given the limited impact of construction along this section it is proposed that works can be completed all year round. To minimise impacts on public transport the construction within this section should not take place simultaneously with the following:

- Sub-Sections 4.31, 4.33, 4.34 and 4.35 – Sections of A3 London Road north of Ladybridge Roundabout that require shuttle working traffic signals;
- Sub-Sections 4.41 and 4.43 – Sections of A3 London Road of Ladybridge roundabout that require shuttle working traffic signals; and
- Sub-Section 4.42 – A3 London Road south of Ladybridge Roundabout where lane closure are required.

6.12.1.3. As with the northern part of A3 London Road, in this Section, the majority of side roads to the east of the construction corridor are accessible via alternate routes on wider road network. While the exact traffic management for each side-road can only be determined once the exact construction zone location is confirmed, at this stage it is proposed that the following are subject to temporary traffic signals:

- A3 London Road / The Brow: The Brow also provides access to multiple residential roads and Purbrook Park school; and
- A3 London Road / A3 southbound slip road: No properties gain access from this link.

6.12.1.4. If practicable, temporary bus priority traffic signals will be used to maintain bus priority over general traffic where the lane merge occurs. Where this is not possible, it is proposed that temporary 'Merge In Turn' signs are installed to encourage vehicles to allow buses to join the general traffic lane. Similarly, 'cycle lane ahead closed' advance signing will be provided to ensure that cyclists have ample opportunity to alter their road position before reaching the road works.

6.12.1.5. As is noted in the Road Safety Technical Note (REP6-071), the junction of A3 London Road / Park Avenue would benefit from additional 'Keep Clear' or 'Do Not Block Junction' signs. This should therefore be included within the detailed traffic management strategy submitted to the local highway authority for approval.

## 6.13. SUB-SECTION 4.5 – B2177 PORTSDOWN HILL ROAD BETWEEN CAR PARK ACCESS AND FARLINGTON AVENUE

6.13.1.1. Section 4.5 spans between the priority-controlled access junction of the Car Park directly to the south of B2177 Portsdown Hill Road and the priority-controlled junction of B2177 Portsdown Hill Road / Farlington Avenue. Table 16 below shows the available programme for completion of construction on sub-section 4.5.

**Table 16 - Sub-Section 4.5 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit

								<u>(Cable Ducts)</u>			
4.5	B2177 Portsdown Hill Road between Car Park Access and Farlington Avenue			160	Shuttle Working			2 Weeks			
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
Sub-Section 4.41 – 1 week Section 4.42 = 8 weeks Sub-Section 4.43 – 3 weeks Sub-Section 4.44 = 4 weeks Section 5.1 – 6 weeks Sub-Section 5.2 – 6 weeks						22 weeks					

6.13.1.2. Aside from this however, construction work should not take place on the B2177 Portsdown Hill Road concurrently with the following:

- Sub-Sections 4.41 , 4.42, 4.43 and 4.44 – A3 London Road between Ladybridge Roundabout and B2177 Portsdown Hill Road that require shuttle working traffic signals; and
- Sub-Sections 5.1 and 5.2 – Farlington Avenue.

6.13.1.3. The aim of these restrictions is to mitigate the potential cumulative impacts of multiple construction zones being located within a similar area as the same time. Specifically, it will avoid works on the B2177 Portsdown Hill Road being completed at the same time as construction on the A3 London Road south of Ladybridge Roundabout and Farlington Avenue.

## 6.13.2. DESCRIPTION OF TRAFFIC MANAGEMENT

6.13.2.1. It is likely that shuttle working will be required for the entirety of the highway network

contained within Section 4.5 and will be in place for approximately two weeks per circuit.

6.13.2.2. Temporary traffic signals or road plating will be required to maintain access at the following junctions whilst the construction corridor intersect the B2177 in these locations:

- Priority junction of B2177 Portsdown Hill Road / Hilltop Crescent: This junction provides the sole vehicular access to approximately 50 private residential properties; and
- Priority junction of B2177 Portsdown Hill Road / Hoylake Road: This junction provides the sole vehicular access point to 16 private residential properties.

• 6.13.2.3. As is noted in the Road Safety Technical Note (REP6-071), the junction of A3 London Road / B2177 Portsdown Hill Road and the junction of B2177 Portsdown Hill Road / Farlington Avenue would benefit from additional 'Keep Clear' or 'Do Not Block Junction' signs during construction work on B2177 Portsdown Hill Road. This should therefore be included within the detailed traffic management strategy submitted to the local highway authority for approval.

## 7. SECTION 5 – FARLINGTON

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7.1.1.1. Section 5 spans from the junction of B2177 Hambledon Road / Farlington Avenue in the north to the junction of A2030 Eastern Road / Fitzherbert road in the south. For ease of assessment, Section 5 has been split into two subsections, these subsections are as follows:

- **Sub-Section 5.1** – Farlington Avenue between Portsdown Hill Road and Sea View Road;
- **Sub-Section 5.2** – Farlington Avenue between Sea View Road and Havant Road;
- **Sub-Section 5.3** – Eveleigh Road;
- **Sub-Section 5.4** – Crossing of Havant Road into Farlington Avenue and Crossing of A2030 Havant Road into Portsmouth Water Land; and
- **Sub-Section 5.5** – Havant Road / the A2030 Havant Road and the A2030 Eastern Road between Farlington Avenue and Zetland Field.

7.1.1.2. The FTMS proposals are shown on Drawing EN02022-TMS-5 and 6 included in Appendix [45](#) to this FTMS.

### 7.2. **SUB-SECTION 5.1 – FARLINGTON AVENUE BETWEEN B2177 PORTSDOWN HILL ROAD AND SEA VIEW ROAD**

7.2.1.1. Two-way flow is likely to be able to be retained on Farlington Avenue through the use of shuttle working traffic signals between the junction with B2177 Portsdown Hill Road and the junction with Sea View Road. Table 17 shows the programme availability for construction along this sub-section.

**Table 17 - Sub-Section 5.1 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
5.1	Farlington Avenue between B2177 Portsdown Hill Road and Sea View Road	650	Shuttle Working	6 Weeks							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<p>Notes on Calendar Restrictions:            Work Permitted Only During: February Half-Term (1 week), Easter Holidays (2 weeks), May Half-Term (1 week), June (4 weeks), July outside of school holidays (3 weeks), Summer Holidays (approximately 6 weeks), and October Half-Term (1 week) available.            Approximate availability: 11 weeks.</p>											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
<p><b>Sub-Section 4.5 = 2 weeks            (no calendar restrictions)            Sub-Section 5.2 = 6 weeks            (same calendar restrictions)            Sub-Section 5.3 = 3 weeks            (same calendar restrictions)            Sub-Section 5.5 = 6 weeks            (2-week restriction for South Coast Festival and Victorious Festival plus 4-week restriction at Christmas. No school term-time restrictions)</b></p>						<p>14 weeks  <i>(based on avoiding simultaneous works at Sub-Section 5.2 and 5.3 where there are similar calendar restrictions)</i></p>					

**7.2.1.2.**

Construction along Sub-Section 5.1 will take approximately 6 weeks per circuit. In order for the programme to be deliverable, construction will be limited to the school holidays where possible and with the exception of June and early July. In addition, construction along this section should not take place simultaneously with the following owing to the location of Solent Infant School on Eveleigh Road and Solent Junior School on Solent Road:

- Section 4.5 – Portsdown Hill Road;
- Section 5.2, 5.3 – Farlington Avenue south of Sea View Road and Eveleigh Road; and
- Section 5.5 – Havant Road between the junction with Farlington Avenue and Eastern Road.

7.2.1.3. These restrictions will mitigate the cumulative impacts associated with construction being completed across several locations in the same area.

7.2.1.4. The majority of side roads which have junctions with Farlington Avenue are accessible via more than one junction and therefore alternative access is available implemented. Temporary three-way signals or road plating will be required to provide access to the Blake Road cul-de-sac.

7.2.1.5. Sub-Section 5.1 has been identified in the UK Joint Bay Feasibility Report as a possible location of both Joint Bay 18 and Joint Bay 19. Construction of Joint Bays in this section would be facilitated by shuttle working traffic signals, as with the construction of the Cable Ducts component of the Onshore Cable Route. As is set out in Section 2.3.3. of this report, construction of Joint Bays will take approximately 20 working days per circuit in each location.

### 7.3. **SUB-SECTION 5.2 – FARLINGTON AVENUE BETWEEN SEA VIEW ROAD AND HAVANT ROAD**

7.3.1.1. Due to width restrictions on the southern section of Farlington Avenue between the junction with Sea View Road and the junction with Havant Road, a temporary road closure may be required on this link. Table 18 shows the available programme for construction on this sub-section.

**Table 18 - Sub-Section 5.2 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
5.2	Farlington Avenue between Sea View Road and Havant Road	350	Road Closure	6 weeks							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<p>Notes on Calendar Restrictions:            Work Permitted Only During: February Half-Term (1 week), Easter Holidays (2 weeks), May Half-Term (1 week), Summer Holidays (approximately 6 weeks), and October Half-Term (1 week) available. Approximate availability: 11 weeks.</p>											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
<p><b>Sub-Section 4.5 – 2 weeks (no calendar restrictions)</b>  <b>Sub-Section 5.1 – 6 weeks (similar calendar restrictions but also includes June / July outside of school holidays)</b>  <b>Section 5.3 = 2 weeks (same calendar restrictions)</b>  <b>Sub-Section 5.5 – 6 weeks (2-week restriction for South Coast Festival and Victorious Festival plus 4-week restriction at Christmas. No school term-time restrictions)</b></p>						<p>14 weeks (based on avoiding simultaneous works at Sub-Section 5.3 where there are similar school term-time restrictions)</p>					

**7.3.1.2.**

Owing to the location of Solent Infant School on Eveleigh Road and Solent Junior School on Solent Road, construction should only take place during the school holidays to avoid impacts to school trips. . Avoidance of term time for construction is also fundamental to ensure that emergency access is maintained during term time. In addition, construction along this section should not take place simultaneously with the following:

- Section 4.5 – Portsdown Hill Road;
- Section 5.1 and 5.3 Farlington Avenue between Portsdown Hill Road and Sea View Road and Eveleigh Road;
- Section 5.5 – Havant Road between the junction with Farlington Avenue and Eastern Road.

7.3.1.3. These restrictions will mitigate the cumulative impacts associated with construction being completed across several locations in the same area.

### 7.3.2. DESCRIPTION OF TRAFFIC MANAGEMENT

7.3.2.1. While it is anticipated that a full road closure will be required, a limited section of shuttle working may be able to be implemented on Farlington Avenue between the junction with Sea View Road and the junction with Solent Road. This would allow two-way traffic to be retained on this link for the duration of works. This section is approximately 200 m long and thus it is anticipated that works would be in place on this link for approximately 4 weeks in total per circuit.

7.3.2.2. Access to residential properties which are to be impacted by the proposed road closure will not be possible for the duration of works. The section of Farlington Avenue which may require a temporary road closure to accommodate construction is approximately 350m in length but would be split into construction zones of approximately 100 m in length. As such it is only access to an estimated 10-15 properties which would be impacted at any one time.

7.3.2.3. Where road closures are required, it will not be possible for vehicles to access residential properties except in an emergency. Access for pedestrians will however be retained at all times. To help minimise disruption to residents during road closures, the existing waiting restrictions on Farlington Avenue will be suspended, if agreed with PCC. This will allow for limited on-street parking on sections of Farlington Avenue north or south of the road closure.

7.3.2.4. [Detailed traffic management strategies for this section of Farlington Avenue should include consideration of additional traffic management measures contained within 2.6 of the FTMS on residential roads east and west of Farlington Avenue, west of A2030 Eastern Road in Section 5 and north of Grove Road.](#)

~~7.3.2.3.~~

## 7.4. SUB-SECTION 5.3 – EVELEGH ROAD

### 7.4.1.1.

The Order Limit in this location also includes the section of Evelegh Road which spans from the junction with Farlington Avenue in the west to the 70<sup>th</sup> Portsmouth Scouts Hut in the east, providing an alternative route for one circuit along the Portsmouth Water land that runs parallel to Farlington Avenue. This section of Evelegh Road is likely to require a temporary road closure to accommodate construction. Use of this route would halve the road closure time required on Farlington Avenue between Solent Road and Havant Road. [Table 19](#) shows the available programme for construction on this sub-section.

**Table 19 - Sub-Section 5.3 Programme Availability**

Section		Description		Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)					
5.3		Evelegh Road		150	Road Closure	3 weeks					
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<p>Notes on Calendar Restrictions:            Work Permitted Only During: February Half-Term (1 week), Easter Holidays (2 weeks), May Half-Term (1 week), Summer Holidays (approximately 6 weeks during the last week of July and throughout August), and October Half-Term (1 week) available. Approximate availability: 11 weeks.</p>											
<b>Other Restrictions</b>											
Sections						Total Availability per Calendar Year					
<p><b>Sub-Section 5.1 = 6 weeks</b>  <i>(similar calendar restrictions but also includes June / July outside of school holidays)</i></p> <p><b>Section 5.2 = 6 weeks</b>  <i>(same calendar restrictions)</i></p> <p><b>Section 5.5 – 6 weeks</b>  <i>(2-week restriction for South Coast Festival and Victorious Festival plus 4-week</i></p>						<p>7 weeks  <i>(based on avoiding simultaneous works at Sub-Section 5.2 where there are similar school term-time restrictions</i></p>					

*restriction at Christmas. No school term-time restrictions)*

7.4.1.2. The part of Eveleigh Road that forms part of the Onshore Cable Corridor also provides the sole vehicular access to Solent Infant School, as stated above, and therefore all road closures on this route should be scheduled to avoid term times. construction should also not take place simultaneously with the following sub-sections:

- Section 5.1 and 5.2 Farlington Avenue between Portsdown Hill Road and Havant Road; and
- Section 5.5 (Havant Road between the junction with Farlington Avenue and Eastern Road).

7.4.1.3. These restrictions will mitigate the cumulative impacts associated with construction being completed across several locations in the same area.

7.4.1.4. Where road closures are required, it will not be possible for vehicles to access residential properties expect in an emergency. Access for pedestrians however, will be retained at all times.

## 7.5. **DIVERSION ROUTES FOR ROAD CLOSURES ON FARLINGTON AVENUE AND EVELEGH ROAD**

7.5.1.1.1 Appropriate diversion routes have been identified, as can be seen in Drawing EN02022-TMS-12 included in Appendix 56 to this FTMS. The diversion routes for Farlington Avenue will direct vehicles away from the Solent Road / Sea View Road and Galt Road / Eveleigh Road routes which are the shortest alternative routes during road closures for traffic wishing to continue to the northern or southern end of Farlington Avenue. The proposed diversion routes are as follows:

- For traffic left from Havant Road to Farlington Avenue: The diversion will be eastwards along A2030 Havant Road, Bedhampton Road and Portsdown Hill Road with the opposite used for southbound traffic; and
- For traffic turning right from Havant Road to Farlington Avenue: The diversion will be westwards along the Havant Road, A3 London Road, Boundary Way and Portsdown Hill Road to reach the northern end of Farlington Avenue with the opposite used for southbound traffic.

7.5.1.1. Should Eveleigh Road be used for one circuit, traffic will be diverted along Galt Road to gain access to the eastern end of Eveleigh Road.

7.5.1.2. [These diversion routes should be accompanied by the provision of 'Access Only' signage for adjoining minor roads as detailed within the Framework Signage Strategy included in Appendix 3.:](#)

**7.6. SUB-SECTION 5.4 – CROSSING OF HAVANT ROAD INTO FARLINGTON AVENUE AND CROSSING OF A2030 HAVANT ROAD INTO PORTSMOUTH WATER LAND**

7.6.1.1. Where the Onshore Cable Corridor crosses Havant Road it is anticipated that two temporary road closures will also be required. The road closures are anticipated to be required at the following locations, assuming the contractor routes one circuit along Farlington Avenue and one through the parallel Portsmouth Water land:

- On Havant Road directly to the south of the signal-controlled junction with Farlington Avenue; and
- On A2030 Havant Road between the junction with the A2030 Eastern Road and the junction with Waterworks Road.

7.6.1.2. It is anticipated that these road closures will be required to allow the cable to move from across the respective junctions into and out of the main carriageway on Havant Road. Table 20 shows the available programme for construction on this sub-section.

**Table 20 - Sub-Section 5.4 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)							
5.4	Havant Road	N/A	Road Closure	1-2 Weekends							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 weeks for South Central Festival and Victorious Festival, plus a 4-week Christmas embargo.											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					

<p>Sub-Section 4.5 = 2 weeks          Sub-Section 5.2 – 6 weeks          Sub-Section 5.3 – 3 weeks          Sub-Section 5.5 – 6 weeks</p>	<p>29 weeks</p>
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- 7.6.1.3. It is anticipated that this closure would take place either:
- Over the course of one weekend per circuit, with construction taking place from Saturday sunrise until Sunday sunset, (including night-working); or
  - Over the course of two-weekends per circuit, with construction only taking place only during working hours of 07:00 to 22:00. Given that construction will take place during non-peak periods, there are only limited calendar restrictions relating to only Christmas and the South Central Festival and Victorious Festival weekends.
- 7.6.1.4. Additionally, construction on this link should not coincide with:
- Section 5.2 – Farlington Avenue between Sea View Road and Havant Road;
  - Sub-Section 5.3 – Eveleigh Road; and
  - Sub-Section 5.5 – Havant Road and A2030 Eastern Road.
- 7.6.1.5. These restrictions will ensure that traffic disruption is not exacerbated within the local area, particularly given the need for diversions and their intended routes.

## 7.7. DIVERSION ROUTES FOR ROAD CLOSURES ON HAVANT ROAD AND THE A2030 HAVANT ROAD

- 7.7.1.1. Weekend road closures on Havant Road will require the following diversion routes to be implemented: also shown on Drawing EN02022-TMS-13 and 14 included in Appendix [56](#)
- 7.7.1.2. For traffic turning right from Havant Road onto the A2030 Eastern Road: The diversion will be eastwards along A2030 Eastern Road, onto the A27 via the J1 of the A3(M)) and back onto the A2030 Eastern Road at the A27 Farlington roundabout; and
- 7.7.1.3. For traffic turning right from Havant Road to Farlington Avenue: The diversion with westwards along the Havant Road, A3 London Road, Boundary Way and Portsdown Hill Road. To reach the northern end of Farlington Avenue.
- 7.7.1.4. Access to Waterworks Road from Havant Road will be maintained for the duration of the road closure in this location.

7.7.1.5. The entirety of Havant Road / A2030 Havant Road contained within the Order Limit in Section 5.2 also forms part of the Area 3 HE Agreed Diversion Routes for the A27. Due to the designation of this route as an HE Agreed Diversion, any roadworks on this link will be coordinated with HE and scheduled as to not coincide with planned roadworks on the A27 Havant Bypass.

## 7.8. SUB-SECTION 5.5 – HAVANT ROAD AND A2030 EASTERN ROAD BETWEEN FARLINGTON AVENUE AND ZETLAND FIELD

7.8.1.1. Sub-Section 5.5 spans the following areas of road in the Order Limit:

- Havant Road / A2030 Havant Road between the signal-controlled junction of Farlington Avenue / Havant Road and the priority-controlled junction of the A2030 Havant Road / Waterworks Road;
- A2030 Eastern Road between the signal-controlled junction with A2030 Havant Road / Havant Road and Zetland Field, approximately 200m north of the junction with Fitzherbert Road.

7.8.1.2. Table 21 shows the available programme for construction on this sub-section.

**Table 21 - Sub-Section 5.5 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)							
5.5	Havant Road / the A2030 Havant Road and the A2030 Eastern Road between Farlington Avenue and Zetland Field	600	Lane Closure	6 weeks							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 weeks for South Central Festival and Victorious Festival, plus a 4-week Christmas embargo.											
<b>Other Restrictions</b>											

<u>Sections</u>	<u>Total Availability per Calendar Year</u>
<b>Sub-Section 5.2 – 6 weeks Section 5.4 – 2 weekends, Sub-Section 6 – 1 week</b>	39 weeks

7.8.1.3. As with Section 5.4, construction work should be avoided in December due to the Christmas shopping period and the proximity to Sainsbury’s / B&M Home Store in Farlington. Certain parts of May and August should also be avoided due to the South Coast and Victorious Music Festivals, which use the nearby Farlington playing fields as a campsite for those attending these events.

## 7.8.2. DESCRIPTION OF TRAFFIC MANAGEMENT MEASURES

### Havant Road

7.8.2.1. The Onshore Cable Corridor runs through Farlington Avenue / Havant Road / A2030 Eastern Road traffic signal junction, which is dual carriageway and comprises of four lanes, two in each direction.

7.8.2.2. When the construction zone is running east/west along Havant Road, rather than north/south as described in Sub-section 5.4, single lane closures will be required. It will also be necessary to temporarily restrict right turns between Havant Road and Farlington Avenue and between Havant Road and between Havant Road and A2030 Eastern Road to minimise traffic delays at the junctions. The single lane closures are anticipated to be in place for approximately 2 weeks per circuit.

7.8.2.3. Detailed traffic management strategies for Havant Road should include consideration of additional traffic management measures contained within 2.6 of the FTMS on residential roads east and west of Farlington Avenue, west of A2030 Eastern Road in Section 5 and north of Grove Road.

7.8.2.2-7.8.2.4. If construction on Havant Road takes place during the school term the use of traffic marshals should be considered on Eveleigh Road / Solent Road in the vicinity of Solent Infant School and Solent Junior School and on Grove Road / Station Road in the vicinity of Springfield School.

### A2030 Eastern Road

7.8.2.3-7.8.2.5. Construction along the A2030 Eastern Road in Sub-Section 5.5 can be accommodated using temporary single lane closures. These lane closures will be in place on only one of the carriageways at any given time to minimise disruption to road users. The part of A2030 Eastern Road contained within Section 5.5 is approximately 400 m in length, and thus it is anticipated that the proposed single lane closures will be in place for approximately 4 weeks per circuit.

7.8.2.4.7.8.2.6. Where works are completed off-carriageway, a temporary closure and diversion of one of the shared-use paths alongside the A2030 Eastern Road will be required. Due to the limited options for suitable non-motorised users to divert, any temporary closures of a shared-use path will be facilitated by a diversion route that runs parallel to the construction zone. As with the overall works, any closure will be limited to 100 m at a time as the construction zone progresses along the A2030 Eastern Road.

## 8. SECTION 6 – SAINSBURY’S CAR PARK

8.1.1.1. The highway network in Section 6 is inclusive of Fitzherbert Road between the signal-controlled junction with the A2030 Eastern Road and the signal-controlled junction with the access into the car park of Sainsbury’s Farlington Superstore. Also included in this section is the part of Sainsbury’s car park. The FTMS proposals are shown in Drawing EN02022-TMS-6 included in Appendix 45.

8.1.1.2. Table 22 shows a breakdown of the calendar year, showing availability for the construction of the Onshore Cable Route to take place within this section.

**Table 22 - Section 6 Programme Availability**

Section		Description		Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)					
6		Fitzherbert Road		60	Lane Closure	1 week					
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 weeks for South Central Festival and Victorious Festival, plus a 4-week Christmas embargo and restriction around Easter to mitigate impact on trade.											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
Sub-Section 5.5 – 6 weeks						40 weeks					

8.1.1.3. As with Section 5.5 construction work should be avoided in December [and around Easter](#) due to the Christmas shopping period and the proximity to Sainsbury's and B&M Home Store.

8.1.1.4. Additionally, Certain parts of May and August should also be avoided due the South Central and Victorious Music Festivals, which use the nearby Farlington playing fields as a campsite for those attending these events.

8.1.1.5. Finally, construction within this sub-section should also not take place simultaneously with Sub-Section 5.5, to minimise the traffic impacts within this area.

### **DESCRIPTION OF TRAFFIC MANAGEMENT MEASURES**

#### **Fitzherbert Road**

8.1.1.6. Within Fitzherbert Road, it is anticipated that construction can be accommodated with the use of single lane closures. The part of Fitzherbert Road contained within Section 6 is approximately 60 m long and thus it is anticipated that these single lane closures will be in place for approximately 1 week per circuit.

8.1.1.7. These works may be completed on a 24hr working basis to minimise disruption to Sainsbury's and B&M Home Store. Where this occurs, the noisiest activities (road cutting / breaking and resurfacing) will be avoided between 22:00 and 07:00. Furthermore, it is anticipated that temporary three-way signals will need to be implemented at the junction of Fitzherbert Road and the access to Sainsbury's Car Park. The temporary signals will ensure that access to Sainsbury's Car Park is maintained at all times throughout construction. Similar construction working hours may be used as for Fitzherbert Road to minimise disruption to Sainsbury's and B&M Home Store.

#### **Sainsbury's Car Park**

8.1.1.8. The Order Limits contain a portion of the car park of Sainsbury's Farlington Superstore. It is anticipated that partial closure of the car park may be required for the duration of works. This partial closure would likely include the temporary suspension of parking spaces on the western side of the Car Park. Construction taking place in Sainsbury's Car Park may require the temporary realignment of the Car Park's internal road, making it one way in the southbound direction on the western side.

## 9. SECTION 7 – FARLINGTON JUNCTION TO AIRPORT SERVICE ROAD

9.1.1.1. Section 7 is inclusive of the A2030 Eastern Road between the junction with A27 Havant Bypass and the junction with Airport Service Road. It is anticipated that construction in Section 7 will take place entirely off carriageway, and thus no traffic management measures are deemed necessary in this Section.

9.1.1.2. Table 23 shows a breakdown of the calendar year, showing availability for the construction of the Onshore Cable Route to take place within this section. Certain parts of May and August should also be avoided due the South Coast and Victorious Music Festivals, which use Farlington playing fields as a campsite for those attending these events.

**Table 23 - Section 7 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)							
7	Farlington Playing Fields and Langstone Harbour Playing Fields	N/A	N/A	N/A							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 weeks for South Central Festival and Victorious Festival, plus a 4-week Christmas embargo.											
<b>Other Restrictions</b>											
<u>Sections</u>							<u>Total Availability per Calendar Year</u>				
N/A							46 weeks				

9.1.1.3. As these works are not being completed on-carriageway, there is no requirement to

avoid simultaneous construction with other nearby sections.

9.1.1.4.

As is noted in the Road Safety Technical Note (REP6-071) temporary 'Merge In Turn' signage is proposed to be installed on A2030 Eastern Road in this Section where single lane closures are in place to encourage vehicles to queue in both lanes.

# 10. SECTION 8 – A2030 EASTERN ROAD (ADJACENT TO GREAT SALTERNS GOLF COURSE) TO MOORINGS WAY

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10.1.1.1. Section 8 is inclusive of the A2030 Eastern Road between the signal-controlled junction A2030 Eastern Road / Airport Service Road in the north and the priority-controlled junction of A2030 Eastern Road / Eastern Avenue in the south. Also included within Section 8 is the entirety of Eastern Avenue. The FTMS proposals are shown on Drawings EN02022-TMS-7 and 8, which are contained within Appendix [45](#).

10.1.1.2. For the purpose of this assessment, Section 8 has been split into three sub-sections as follows:

- **Sub-Section 8.1** – A2030 Eastern Road between the junction with Airport Service Road and the junction with Tangier Road;
- **Sub-Section 8.2** – A2030 Eastern Road between the junction Tangier Road and the junction with Eastern Avenue; and
- **Sub-Section 8.3** – Eastern Avenue.

10.1.1.3. Sub-Section 8.2 has been further disaggregated into three options to take account of the multiple options for cable routeing in this location.

10.1.1.4. Where works are completed off-carriageway along the Eastern side of the A2030 Eastern Road, a temporary closure and diversion of the shared-use path may be required. This shared-use path forms part of National Cycle Network Route 222. Due to the limited options for suitable diversions away from Eastern Road, any temporary closures will be facilitated by a diversion route that runs parallel to the construction zone. As with the overall works, any closure will be limited to 100 m at a time as the construction zone progresses along the A2030 Eastern Road.

## **10.2. SUB-SECTION 8.1 – A2030 EASTERN ROAD BETWEEN THE JUNCTION WITH AIRPORT SERVICE ROAD AND TANGIER ROAD**

- 10.2.1.1. Table 24 details the programme availability for Sub-Section 8.1. Due to the volume of traffic which uses the A2030 Eastern Road, construction works should be limited to the Easter holidays, May half-term (outside of the football season), June, early July and summer holiday periods. During the summer construction will also need to avoid the Victorious Festival at the end of August.
- 10.2.1.2. As noted in Section 2.7.2 it is proposed at this time that traffic management on this Section is removed on Portsmouth FC match-days in the first instance.
- 10.2.1.3. Traffic surveys will be completed prior to construction works on A2030 Eastern Road to confirm an up-to-date and representative position of traffic flows on the day of Portsmouth FC home games. Should those surveys, which will be reviewed by and agreed with PCC and HCC, identify that the traffic flows are comparable to those in the weekday peak hour as assessed in the TA and STA the need to remove traffic management on football match days will be lifted, so as to assist with the efficient delivery of the works in this location.

**Table 24 – Sub-Section 8.1 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
8.1	A2030 Eastern Road between Airport Service Road and Tangier Road	1200	Lane Closures	5 Weeks (24hr, 7-Day construction)  8 Weeks (10hr, 7-Day construction)							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<p>Notes on Calendar Restrictions:            Work Permitted Only During: Easter Holidays (2 weeks), May Half-Term (1-week), June, July and August (approximately 13 weeks, with avoidance of the Victorious Festival Weekend).            Approximate availability: 16 weeks.</p>											
<b>Other Restrictions</b>											
Traffic management to be removed on Portsmouth FC home match days											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
<b>Sub-Section 8.2 – 2-11 weeks</b>						8-14 weeks <i>(depending upon option used for Sub-Section 8.2)</i>					

10.2.1.4. Construction within this section should also not take place simultaneously with any other construction works along the A2030 Eastern Road contained within Section 8. This is to mitigate the cumulative traffic impacts of construction taking place in two sections of the same road.

**DESCRIPTION OF TRAFFIC MANAGEMENT MEASURES**

10.2.1.5. It is anticipated that the construction corridor on A2030 Eastern Road will require single lane closures on both the southbound and northbound carriageways between

the junction with Airport Service Road and the junction with Tangier Road. These single lane closures will be scheduled as so they do not take place concurrently on the northbound and southbound carriageways as to minimise disruption. This section of Section 8.1 is approximately 1200 m long.

- 10.2.1.6. Discussions with PCC indicate that due to the heavily trafficked nature of this link, the use of 24-hour, seven-day a week working would be preferable in this section to minimise the period that traffic management is in place. Use of 24-hour working by construction teams on this link would increase the progression rate to approximately 36 m per 24-hour period. At this rate of construction, works on this link are likely to take approximately 5 weeks per circuit assuming a seven-day working week.
- 10.2.1.7. If 24-hour working is employed on a seven-day working week the period of construction would be 5 weeks per circuit. If a 10-hour working day is used across a seven-day period (07:00-17:00 Monday to Friday and 08:00-18:00 at the weekend), the construction period would take 8 weeks per circuit. This highlights the mitigation achieved by use of 24-hour, seven-day a week working.
- 10.2.1.8. It should also be noted that between the junction with Burrfields Road and Tangier Road may be able accommodate installation of at least one circuit off-carriageway, using the verge on the eastern verge of the A2030 Eastern Road. Where on-carriageway works are required, the preferred option would be single lane closures on the southbound carriageway only. This is preferred over use of the northbound carriageway as the two-lane southbound carriageway merges into one lane further downstream.
- 10.2.1.9. Four junctions intersect the A2030 Eastern Road in Section 8.1. These are as follows:
- Signal-controlled junction of A2030 Eastern Road / Airport Service Road;
  - Signal controlled junction of A2030 Eastern Road / Burrfields Road;
  - Priority controlled access junction, providing access to Langstone Harbour Viewing Car Park; and
  - Signal controlled junction of A2030 Eastern Road / Tangier Road.
- 10.2.1.10. Due to the volume of traffic which travels through the three signal-controlled junctions in Section 8.1, it is not considered appropriate to temporarily suspend side road access during construction regardless of which, if any, of the carriageways on this link are impacted. Whilst the roads which gain access from these signal-controlled junctions are not cul-de-sacs, and consequently remain accessible via alternate routes on the wider road network, the level of demand on them renders it unfeasible for access to be temporarily suspended via A2030 Eastern Road. Where necessary,

temporary signals will instead be implemented, if required, although depending on the location of the Construction Zone it may be possible for each junction to operate under the existing traffic signal control but with single lane closures on entry or exit.

10.2.1.11. A2030 Eastern Road in Section 8.1 grants the sole vehicular access to The Great Salterns Mansion Harvester, and Harbourside Holiday Park, a complex of 69 holiday homes. Both the Harvester and Holiday Park gain access exclusively from the signal-controlled junction of the A2030 Eastern Road / Burrfields Road, and thus access will continue to be facilitated through the phasing of construction.

10.2.1.12. The access to Langstone Harbour Viewing Car Park on the southbound carriageway, may require temporary suspension throughout the course of construction. Where possible, access will be maintained by road plating of the access. In any case, access will only be impacted by the installation of one circuit for a period of one week or less.

10.2.1.13. If construction on Sub-Section 8.1 take place during the school term the use of traffic marshals should be considered on Dundas in the vicinity of Admiral Lord Nelson School. In addition as is noted in the Road Safety Technical Note (REP6-071) the following signage should be provided during construction works in Sub-Section 8.1:

- -temporary 'Merge In Turn' and 'Do Not Block Junction' signage should be installed on A2030 Eastern Road in this Section where single lane closures are in place to encourage vehicles to queue in both lanes and avoid blocking back through upstream junctions; and
- 'Do Not Block Junction' signage should be installed in the vicinity of the A3 Mile End Road / Church Street / Commercial Road / Hope Street junction and upstream junctions south of this location;

10.2.1.14. Detailed traffic management strategies for this section of A2030 Eastern should include consideration of additional traffic management measures contained within 2.6 of the FTMS on residential roads between A2047 London Road / Kingston Road and A288 Copnor Road, and residential roads between Tangier Road, Baffins Road and A2030 Eastern Road.

### 10.3. **SUB-SECTION 8.2 – A2030 EASTERN ROAD BETWEEN TANGIER ROAD AND EASTERN AVENUE**

10.3.1.1. Section 8.2 includes the section of the A2030 Eastern Road which spans from the junction with Tangier Road to the junction with Eastern Avenue. Table 24 shows details of the programme availability for Section 8.2. Due the volume of traffic which uses Eastern Road construction works should be limited to Easter holiday, May half-term, June / July ~~and~~ summer and summer holiday periods. During the summer

construction will also need to avoid the Victorious Festival at the end of August.

10.3.1.2. As noted in Section 2.7.2 it is proposed at this time that traffic management on this Section is removed on Portsmouth FC match-days in the first instance.

10.3.1.3. Traffic surveys will be completed prior to completion of construction works on A2030 Eastern Road to confirm an up-to-date and representative position of traffic flows on the day of Portsmouth FC home games. Should those surveys, which will be reviewed by and agreed with PCC and HCC, identify that the traffic flows are comparable to those in the weekday peak hour as assessed in the TA and STA the need to remove traffic management on football match days would be lifted, so as to assist with the efficient delivery of the works in this location.

**Table 25 - Sub-Section 8.2 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
8.2 Option 1	Both Circuits within Milton Common	Up to 300m in carriageway	Lane Closure	1-2 week (24hr, 7-day working) – 2 weeks (10hr, 7-day working)							
8.2 Option 2	One Circuit within Milton Common	1300m		8 weeks (10hr, 7-day working)							
8.2 Option 3	Both Circuits within the A2030 Eastern Road			11 weeks (10hr, Mon-Fri plus 5hr on Saturdays)							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<p>Notes on Calendar Restrictions:            Work Permitted Only During: Easter Holidays (2 weeks), May Half-Term (1-week), June July and August (approximately 13 weeks, with avoidance of the Victorious Festival Weekend).            Approximate availability: 17 weeks.</p>											
<b>Other Restrictions</b>											
Traffic management to be removed on Portsmouth FC home match days											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
<b>Sub-Section 8.1 – 5-8 weeks (depending upon working hours used)</b>						9-12 weeks (depending upon working hours used for Sub-Section 8.1)					

10.3.1.4. Construction within this section should also not take place simultaneously with any other construction works within A2030 Eastern Road contained in Section 8 to mitigate the cumulative impacts of the construction taking place in two sections of the same road.

#### **DESCRIPTION OF TRAFFIC MANAGEMENT MEASURES**

10.3.1.5. Section 8.2 is inclusive of three options for cable routeing. These are set out below. Any construction taking place within the carriageway of A2030 Eastern Road will be facilitated by single lane closures.

#### **Option 1 – Both Circuits within Milton Common**

10.3.1.6. Option 1 involves both circuits exiting the carriageway south of the A2030 Eastern Road / Tangier Road signal-controlled junction, travelling south through the centre of Milton Common. Should both circuits be accommodated off-carriageway using Milton Common, then single lane closures would only be required for up to 300m. As with Sub-Section 8.1, 24-hour, seven-day a week working would be preferable to minimise the period of disruption, leading to a 1-2 week construction period per circuit.

10.3.1.7. If 24-hour working is employed on a five-day working week the period of construction per circuit would be 2 weeks. If the 10-hour working day is used across a seven-day period (07:00-17:00 Monday to Friday and 08:00-18:00 at the weekend), the construction period would take 2 weeks per circuit.

#### **Option 2 – One Circuit within Milton Common**

10.3.1.8. Should it only be practicable for one of the circuits to be accommodated off-carriageway, one circuit may be required to be installed on-carriageway. This would require a single lane closure on the southbound carriageway of A2030 Eastern Road between Tangier Road and Eastern Avenue. As the majority of this section the Eastern Road contains only one southbound lane, the lane closure would be accommodated by lane realignment. This would involve either the existing central hatching or one of the two northbound lanes operating in the southbound direction. It is considered that this will not have a significant impact on northbound traffic flow, due to this being constrained further south by the Eastern Road / Velder Avenue / Milton Road traffic signal junction.

10.3.1.9. This would involve the same construction period as Option 1 for one circuit but the other would require 8 weeks of single lane closures if a 10-hour working day is used across a seven-day period (07:00-17:00 Monday to Friday and 08:00-18:00 at the weekend). Construction for one circuit would require 11 weeks of single lane closures if a 10-hour working day is used Monday to Friday (07:00-17:00) and a 5-hour working day on Saturdays (08:00-13:00). 24-hour working is not possible on this link due to proximity of residential properties.

10.3.1.10. With the exception of the East Shore Way cul-de-sac, there are no junctions or private properties that gain access from the southbound carriageway of A2030 Eastern Road in the section which would be impacted by this single lane closure.

**Option 3 – Both Circuits within the A2030 Eastern Road**

10.3.1.11. Should the use of all off-carriageway options be deemed unfeasible by contractors as unfeasible, both cable circuits will be installed within the carriageway along the A2030 Eastern Road in Section 8.2. This would require temporary single lane closures on both the southbound and northbound carriageways, albeit at separate times. Should both cable circuits be placed within the carriageway, traffic management would span between the junctions with Tangier Road and the junction with Eastern Avenue. This section of A2030 Eastern Road is approximately 1.3 km in length and it is anticipated that if required, the traffic management on this link will be in place for 8 weeks per circuit if 10-hour working was used across a seven-day (07:00-17:00 Monday to Friday and 08:00-18:00 at the weekend). Construction for one circuit would require 11 weeks of single lane closures if a 10-hour working day is used Monday to Friday (07:00-17:00) and a 5-hour working day on Saturdays (08:00-13:00).

10.3.1.12. It should be noted that 24-hour working is not appropriate on the majority of the section of A2030 Eastern Road contained within Section 8.2, due to its proximity to residential dwellings.

10.3.1.13. Six junctions intersect A2030 Eastern Road between the junction with Tangier Road and the junction with Eastern Avenue, these junctions are as follows:

- A2030 Eastern Road / Sword Sands Road;
- A2030 Eastern Road / Hayling Avenue;
- A2030 Eastern Road / Stride Avenue;
- A2030 Eastern Road / Kirpal Road / East Shore Way; and
- A2030 Eastern Road / Langstone Road.
- A2030 Eastern Road / Eastern Avenue.

10.3.1.14. It is proposed that, Should Option 3 be pursued in Sub-Section 8.2, it is proposed that a temporary restriction of right turn movements is implemented at these junctions during construction to help mitigate the disruption to traffic flow.

10.3.1.15. In addition as is noted in the Road Safety Technical Note (REP6-071) the following signage should be provided during construction works in Sub-Section 8.1:

- temporary ‘Merge In Turn’ and ‘Do Not Block Junction’ signage should be installed on A2030 Eastern Road in this Section where single lane closures are in place to encourage vehicles to queue in both lanes and avoid blocking back through upstream junctions; and
- ‘Do Not Block Junction’ signage should be installed in the vicinity of the A3 Mile End Road / Church Street / Commercial Road / Hope Street junction and upstream junctions south of this location.

10.3.1.16. Should construction of the Onshore Cable Route take place within the carriageway on this section of A2030 Eastern Road detailed traffic management strategies should include consideration of additional traffic management measures contained within 2.6 of the FTMS on residential roads between A2047 London Road / Kingston Road and A288 Copnor Road, and residential roads between Tangier Road, Baffins Road and A2030 Eastern Road.

## 10.4. SUB-SECTION 8.3 – EASTERN AVENUE

10.4.1.1. Eastern Avenue, a residential street off the A2030, which gives access to several side roads and private residential properties. Traffic management on Eastern Avenue will only be required in the eventuality that works cannot be accommodated in Milton Common. Table 26 shows details of the programme availability for Section 8.3.

**Table 26 -Sub-Section 8.3 Programme Availability**

Section		Description		Length (m)		Proposed TM		Duration Per Circuit (Cable Ducts)			
8.3		Eastern Avenue		220		Road Closure		4			
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					

Section 9.11 = 3 weeks Section 9.12 = 5 weeks	42 weeks
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- 10.4.1.2. Eastern Avenue is approximately 220 m long and thus it is anticipated that if traffic management measures on this link are required, they will be in place for approximately 4 weeks per circuit.
- 10.4.1.3. Due to width restrictions on this link, should construction be required in Eastern Avenue, a full road closure will likely be required. Use of the route option that includes Milton Common rather than Eastern Avenue would remove the need for this road closure.
- 10.4.1.4. Eastern Avenue provides the sole vehicular access to the residential roads of Salterns Avenue, Shore Avenue and Lacey Road. As such, if use of this link is required construction would be split into two parts. The first construction zone would span from the junction of A2030 Eastern Road / Eastern Avenue to just north of the junction of Eastern Avenue / Salterns Avenue. This would allow vehicular access to Salterns Avenue, the adjoining roads, and the southern section of Eastern Avenue to be retained via the junction with Moorings Way. The second construction zone would span the remainder of Eastern Avenue which falls to the south of the junction with Salterns Avenue, this would allow continued access to Salterns Avenue / Shore Avenue and the northern section of Eastern Avenue to be retained.

# 11. SECTION 9 - MOORINGS WAY TO BRANSBURY ROAD

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11.1.1.1. Depending upon the chosen route in Section 8, Section 9 will either start at the Moorings Way to Furze Lane bus link (if the Onshore Cable Route is constructed within the centre of Milton Common) or at the point on Moorings Way adjacent to Eastern Avenue. The FTMS proposals for Section 9 are shown on Drawing EN02022-TMS-8 included in Appendix 45 to this FTMS.

11.1.1.2. Contained within Section 9 are the following six sub-sections:

- **Sub-Section 9.1** – Moorings Way:
  - **Sub-Section 9.11** – Moorings Way between Eastern Avenue and Godwit Road;
  - **Sub-Section 9.12** – Moorings Way between Godwit Road and the Moorings Way to Furze Lane Bus Link; and
- **Sub-Section 9.2 / 9.3** – Other Roads to Bransbury Park:
  - **Sub-Section 9.21** – Locksway Road;
  - **Sub-Section 9.22** – Longshore Way;
  - **Sub-Section 9.31** – Kingsley Road; and
  - **Sub-Section 9.32** – Yeo Court.

11.1.1.3. It should be noted that Sub-sections 9.11 and 9.12 will only be required if Section 8 of the Onshore Cable Route is constructed along the section of the A2030 Eastern Road between Hayling Avenue and Eastern Avenue or on the western side of Milton Common (option 2 or 3 of Sub-Section 8.2). Conversely, if the Onshore Cable Route is constructed within the centre of Milton Common, Section 9 will start at Sub-Section 9.21.

## 11.2. SUB-SECTION 9.11 – MOORINGS WAY BETWEEN EASTERN AVENUE AND GODWIT ROAD

11.2.1.1. As with Section 8, the Order Limits within Section 9.11 and 9.12 contains multiple options for cable routeing along Moorings Way. These options are as follows:

- Option 1 – All works accommodated off-carriageway along the southern edge of Milton Common, with the construction corridor re-joining the carriageway at the start of the Moorings Way to Furze Lane Bus Link; and
- Option 2 – One circuit to be placed in the carriageway on Moorings Way and one installed within the southern edge of Milton Common.

11.2.1.2. It is not anticipated that there would be any eventuality in which both HVDC Circuits would need to be accommodated within the carriageway on Moorings Way.

11.2.1.3. Table 27 shows the programme availability for Sub-section 9.11, which will require shuttle working traffic signals to facilitate installation of at least one of the HVDC cables. These restrictions would not be required if the Cables were installed within the edge of Milton Common.

**Table 27 – Sub-Section 9.11 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit							
9.11	Moorings Way between Eastern Avenue and Godwit Road (passes Moorings Way Infant School)	250	Shuttle Working	3 weeks							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: Only February Half-Term (1 week), Easter Holidays (2 weeks), May Half-Term (1 week), Summer Holidays (approximately 6 weeks), and October Half-Term (1 week) available. Approximate availability: 11 weeks.											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
<b>Sub-Section 9.12 – 5 weeks (no school term-time restrictions)</b>						11 weeks					

- 11.2.1.4. As Sub-Section 9.11 runs past Moorings Way Infant School, construction works are to be restricted to school holidays only. This will ensure that emergency access is maintained throughout school term-time and school trips are unaffected.
- 11.2.1.5. Additionally, it is recommended that construction does not take place simultaneously with works in Sub-Section 9.12 (Moorings Ways between Godwit Road and the Moorings Way to Furze Lane Bus Link) when works are taking place on-carriageway. This would help minimise disruption to local residents and bus users.
- 11.2.1.6. Sub-Section 9.11 contains one junction. This is with Warren Avenue which is not a cul-de-sac. Therefore, Warren Avenue will be accessible via alternate routes throughout the duration of works. Where possible, access onto Mooring Way will be maintained through road plating.

### **11.3. SUB-SECTION 9.12 – MOORINGS WAY BETWEEN GODWIT ROAD AND MOORINGS WAY TO FURZE LANE BUS LINK**

- 11.3.1.1. Table 28 shows the programme availability for Sub-Section 9.121, which will require shuttle working traffic signals to facilitate installation of at least one of the cable circuits. These restrictions would not be required if both circuits were installed within the edge of Milton Common.

**Table 28 – Sub-Section 9.12 Programme Availability**

Section		Description				Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>			
9.12		Moorings Way between Godwit Road and Moorings Way to Furze Lane Bus Link				500	Shuttle Working	5 weeks			
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
<b>Sub-Section 9.11 – 3 weeks</b>						47 weeks					

- 11.3.1.2. It is recommended that construction does not take place on this Sub-Section simultaneously with works in Sub-Section 9.12 (Moorings Ways between Eastern Avenue and Godwit Road) when works are taking place on carriageway. These restrictions are to minimise disruption to residents and school pick-up / drop-off times.
- 11.3.1.3. To accommodate one circuit on-carriageway, shuttle working would be required on Moorings Way between Goodwit Road and the junction of Moorings Way / Sanderling Road. This section of Moorings Way is approximately 500 m in length and thus it is anticipated that construction on this link will take approximately 5 weeks to complete.
- 11.3.1.4. The section of Moorings Way in Sub-Section 9.12 contains three junctions with the following side roads:
- Godwit Road
  - Schooner Way; and
  - Sanderling Road.
- 11.3.1.5. None of the side roads adjoining this link are cul-de-sacs, and therefore all are accessible via alternate routes throughout the duration of works. Where possible,

access onto Mooring Way will also be maintained through road plating.

## 11.4. SUB-SECTION 9.21 – LOCKSWAY ROAD

11.4.1.1. Sub-section 9.21 contains the section of Locksway Road between the access road to Eastney and Milton Allotments and the access point to the Thatched House Public House.

11.4.1.2. Table 29 shows the programme availability for Sub-Section 9.21.

**Table 29 – Sub-Section 9.21 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>							
9.21	Locksway Road between access road to Milton Piece Allotments and Thatched House Public House	90	Shuttle Working	1 week							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
Section 9.22 – 2 weeks						48 weeks					

11.4.1.3. It is anticipated that shuttle working facilitated by temporary traffic signals will be required on the section of Locksway Road between the junction with Furze Lane and the access to the Thatched House Public House to accommodate installation of each cable circuit.

11.4.1.4. The remainder of Locksway Road contained within the Order Limits is intended for use for construction access to Milton Piece Allotments only, and as such, it is not anticipated that any traffic management will be required on this link.

11.4.1.5. The part of Locksway Road for which shuttle working is required provides exclusive vehicular access to Locks Sailing Club, Langstone Harbour Fishermen’s Association, Thatched House Public House and Old Oyster Public House. Access to all of the aforementioned premises will be retained throughout construction where possible through the use of road plating.

## 11.5. SUB-SECTION 9.22 – LONGSHORE WAY

11.5.1.1. If the Onshore Cable Route uses the Portsmouth University playing fields shuttle working traffic signals will be required on Longshore Way for approximately 70-150 m or 1-2 weeks per circuit, depending upon the exact routeing of the circuits.

11.5.1.2. Table 30 shows the programme availability for Sub-Section 9.22.

**Table 30 – Sub-Section 9.22 Programme Availability**

Section		Description		Length (m)		Proposed TM		Duration Per Circuit (Cable Ducts)			
9.22		Longshore Way		150		Shuttle Working		2 Weeks			
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>							<u>Total Availability per Calendar Year</u>				
Sub-Section 9.21 – 1 week							49 weeks				

11.5.1.3. The only restriction on construction relates to Sub-Section 9.21 Locksway Way Road. This will avoid two sets of shuttle working traffic signals within the same vicinity.

## 11.6. SUB-SECTION 9.31 – KINGSLEY ROAD

11.6.1.1. The section of Kingsley Road contained within Sub-Section 9.31 spans from the junction with Ironbridge Lane to the junction with Yeo Court. The Order Limit allows for two options for the construction corridor in Kingsley Road. These options are as follows:

- The first option is for the Cables to intersect Kingsley Road in a north-south orientation, whilst moving from the fields to the immediate north of the carriageway, to those in the south. As this would mean the cable route only impacts a limited section of highway, this option would likely require shuttle working to be implemented for 1-2 days as the construction corridor passes across the link; and
- The second option is for the cable route to run along Kingsley Road in an east-west alignment for an up-to 150 m section between Yeo Court and Ironbridge Lane.

11.6.1.2. Regardless of which options is used for construction, it is anticipated that shuttle working facilitated by temporary traffic signals will enable two-way flow to be retained on this link throughout the duration of works.

11.6.1.3. Table 31 provides the programme availability for Section 9.31 assuming that the full 150m of Kingsley Road is required.

**Table 31 – Sub-Section 9.31 Programme Availability**

Section		Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)						
9.31		Kingsley Road between Ironbridge Lane and Yeo Court	150	Shuttle Working	2 Weeks						
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>											
N/A											
<u>Total Availability per Calendar Year</u>											
50 weeks											

11.6.1.4. No calendar restrictions have been identified for Section 9.31 and no restrictions apply due to construction on nearby links.

11.6.1.5. Access is provided from Kingsley Road to two side-roads; Tideway Gardens and Amyas Court. As Tideway Gardens is not a cul-de-sac, access will be maintained at all times via the wider local road network. Amyas Court is a cul-de-sac and thus whilst the exact traffic management for each side-road can only be determined once the exact construction zone location is confirmed, at this stage it is proposed that this road be subject to temporary traffic signals or road plating.

## 11.7. SUB-SECTION 9.32 – YEO COURT

11.7.1.1. It is anticipated that a full road closure will be required on this link for approximately one week. During this closure, vehicle access will not be possible for the duration of the works but pedestrian access will be retained at all times.

11.7.1.2. Table 32 shows the programme availability for Sub-Section 9.32.

**Table 32 – Sub-Section 9.32 Programme Availability**

Section		Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)						
9.42		Yeo Court	40	Road Closure	1 week						
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>											
<u>Total Availability per Calendar Year</u>											
N/A											
50 weeks											

## 12. SECTION 10 – EASTNEY (LANDFALL)

12.1.1.1. Section 10 contains the part of the Onshore Cable Corridor between the junction of Henderson Road / Bransbury Road and Landfall in the car park off Fort Cumberland Road near to Fraser Range. The highway links included in Section 10 are as follows:

- **Sub-section 10.1** – Henderson Road between the junction with Bransbury Road and the junction with Fort Cumberland Road; and
- **Sub-section 10.2** – Fort Cumberland Road between the junction with Henderson Road and the junction with Lumsden Road;

**Table 33 – Sub-Section 10.1 Programme Availability**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)							
10.1	Henderson Road between Bransbury Road and Fort Cumberland Road	300	Shuttle Working	5 weeks							
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 1 week for Great South Run, 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>						<u>Total Availability per Calendar Year</u>					
<b>Sub-Section 10.2 – 7 weeks</b>						42 weeks					

- 12.1.1.2. As the Great South Run route uses Bransbury Road and Henderson Road it is proposed that construction work avoids the month of October, when this event is usually held.
- 12.1.1.3. Additionally, it is proposed that Sub-Section 10.1 is subject to the restriction that construction cannot take place simultaneously with Sub-Section 10.2. This is to mitigate against the cumulative impacts of works in the same area.
- 12.1.1.4. Overall, Henderson Road is able to accommodate the construction corridor and retain two-way traffic through the use of single lane closures with shuttle working traffic signals. This would be for approximately 300 m or 5 weeks per circuit.
- 12.1.1.5. Two junctions intersect the Henderson Road in this Sub-Section, the first of which is Halliday Crescent which is accessible by alternate routes on the wider network. While the exact traffic management for each side-road can only be determined once the exact construction zone location is confirmed, at this stage it is proposed that the second side-road, Henderson Park, which is not accessible from any alternate routes, is subject to temporary traffic signals or road plating.

## **12.2. SUB-SECTION 10.2 – FORT CUMBERLAND ROAD**

- 12.2.1.1. Table 34 sets out the programme availability for Section 10.2 along Fort Cumberland Road.

**Table 34 – Sub-Section 10.2 Programme Availability**

Section		Description	Length (m)	Proposed TM	Duration Per Circuit <u>(Cable Ducts)</u>						
10.2		Fort Cumberland Road between Henderson Road and Lumsden Road	370	Shuttle Working	7 weeks						
<b>Calendar Restrictions</b>											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Notes on Calendar Restrictions: 2 week restriction at Christmas / New Year											
<b>Other Restrictions</b>											
<u>Sections</u>											
<u>Total Availability per Calendar Year</u>											
<b>Sub-Section 10.1 – 5 weeks</b>											
45 weeks											

- 12.2.1.2. Fort Cumberland Road is able to accommodate the construction corridor and retain two-way traffic through the use of single lane closures with shuttle working traffic signals. This would be for approximately 370 m or 7 weeks per circuit. Temporary traffic signals / road plating will be required for the following side roads:
- Ferry Road;
  - Gibraltar Road; and
  - Lumsden Road.
- 12.2.1.3. None of these side roads are cul-de-sacs, and as such the Onshore Cable Corridor in Section 10 does not form the sole access point for any of them. As such, access will be maintained at all times via alternate routes on the wider road network.
- 12.2.1.4. A temporary suspension of access to the car parks serving the flats on the southern side of the carriageway may be required as works progress.
- 12.2.1.5. Vehicular access to Eastney Lifeboat Station will be maintained throughout the duration of construction through the strategic phasing of construction zones in Henderson Road to ensure access to either Ferry Road or Fort Cumberland Road is retained at all times.

## 13. SUMMARY OF FTMS

- 13.1.1.1. This document has provided the Framework Traffic Management Strategy for construction of the Proposed Development, based upon the Order Limits, the construction methodology and national guidance regarding the design / implementation of traffic management measures.
- 13.1.1.2. The Final TMS to be implemented for each phase of the Proposed Development will be dependent upon the detailed design of the Onshore Cable Corridor and contractor preferences, noting the requirements contained within this document and the Contractor's Technical Specification. All detailed proposals for the TMS will be discussed with HCC / PCC at the earliest opportunity to allow for review and amendment of proposals if required.
- 13.1.1.3. A summary of the FTMS by section is provided below.
- 13.1.1.4. Those marked with an asterisk \* represent options for the Onshore Cable Corridor which may not be required due to alternative routing options being pursued.

**Table 35 – Section 1 – Lovedean (Converter Station Area)**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)
1.1	Converter Station Access	TBC	Shuttle Working	8-12 weeks
1.2	Broadway Lane	6	Road Closure	1 Day

**Table 36 – Section 2 – Anmore**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts)
No on-carriageway impacts in this Section.				

**Table 37 – Section 3 Denmead/ Kings Pond Meadow**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts) Duration Per Circuit
3.1	Anmore Road	6	Road Closure	1 Day
3.2	B2150 Hambledon Road to Soake Road	180	Shuttle working TS	3 weeks

**Table 38 – Section 4 - B2150 Hambledon Road to Farlington Avenue**

Section	Description	Length (m)	Proposed TM	Duration Per Circuit (Cable Ducts) Duration Per Circuit
4.1	B2150 Hambledon Road between Soake Road and Milton Road	1300	Shuttle working TS	11-22 weeks
4.2	B2150 Hambledon Road and A3 Maurepas Way between Milton Road and A3 London	1000	Lane Closure	14 weeks

	Road			
4.31	A3 London Road between Forest End Roundabout and south of the junction with Forest End	100	Shuttle Working	2 weeks
4.32	A3 London Road between south of junction with Forest End and southern end of bus lanes (in proximity to Poppy Fields)	1000	Lane Closure	17 weeks
4.33	A3 London Road between Poppy Fields and just south of Post Office Road	250	Shuttle Working	5 weeks
4.34	A3 London Road between Post Office Road and Rocking Horse Nursery	90	Road Closure	4 weekends
4.35	A3 London Road between Rocking Horse Nursery and Ladybridge roundabout	170	Shuttle Working	3 weeks
4.41	A3 London Road between Ladybridge roundabout and start of bus lane	80	Shuttle Working	1 week
4.42	A3 London Road between start of bus lane and Lansdowne Avenue	850	Lane Closure	8 weeks
4.43	A3 London Road between Lansdown Avenue and start of bus lane (south of The Brow)	250	Shuttle Working	3 Weeks
4.44	A3 London Road between bus lane (south of The Brow) and B2177 Portsdown Hill Road	400	Lane Closure	4 Weeks
4.5	B2177 Portsdown Hill Road between car park access and Farlington Avenue	160	Shuttle Working	2 Weeks

**Table 39 - Section 5 – Farlington**

<b>Section</b>	<b>Description</b>	<b>Length (m)</b>	<b>Proposed TM</b>	<b>Duration Per Circuit (Cable Ducts) Durati on Per Circuit</b>
5.1	Farlington Avenue between B2177 Portsdown Hill Road and Sea View Road	650	Shuttle Working	6 Weeks
5.2	Farlington Avenue between Sea View Road and Havant Road	350	Road Closure	6 Weeks
5.3	Eveleigh Road	150	Road Closure	3 Weeks
5.4	Crossing of Havant Road	N/A	Road Closure	1-2 Weekends
5.5	Havant Road / the A2030 Havant Road and the A2030 Eastern Road between Farlington Avenue and Zetland Field	600	Lane Closure	6 Weeks

**Table 40 - Section 6 –Sainsbury’s Car Park**

<b>Section</b>	<b>Description</b>	<b>Length (m)</b>	<b>Proposed TM</b>	<b>Duration Per Circuit (Cable Ducts) Durati on Per Circuit</b>
6	Fitzherbert Road	60	Lane Closure	1 Week

**Section 7 – Farlington Junction to Airport Service Road**

13.1.1.5. No traffic management is required in Section 7.

**Section 8 – A2030 Eastern Road (Adjacent to Great Salterns Golf Course) to Moorings Way**

**Table 41 - Section 8 – A2030 Eastern Road to Moorings Way**

Section	Description	Length (m)	Proposed TM	<b>Duration</b> <b>Per Circuit (Cable Ducts)Duration</b> <b>Per Circuit</b>
8.1	A2030 Eastern Road between Airport Service Road and Tangier Road	1200	Lane Closures	5 Weeks (24hr, 7-Day working) 8 Weeks (10hr, 7-Day working)
8.2 Option 1	Both Circuits within Milton Common	300	Lane Closure	1 Week (24hr, 7-day working) – 2 Weeks (10hr, 7-day working)
8.2 Option 2	One Circuit within Milton Common	1300		8 Weeks (10hr, 7-day working)6
8.2 Option 3*	Both Circuits within the A2030 Eastern Road			11 weeks (10hr Mon-Fri and 5hr Sat working)
8.3*	Eastern Avenue	220	Road Closure	4 Weeks

**Table 42 – Section 9 – Moorings Way to Bransbury Road**

<b>Section</b>	<b>Description</b>	<b>Length (m)</b>	<b>Proposed TM</b>	<b>Duration Per Circuit (Cable Ducts) Durati on Per Circuit</b>
9.11*	Moorings Way between Eastern Avenue and Godwit Road (passes Moorings Way Infant School)	250	Shuttle Working	3 Weeks
9.12*	Moorings Way between Godwit Road and Moorings Way to Furze Lane Bus Link	500	Shuttle Working	5 Weeks
9.21	Locksway Road between access road to Milton Piece Allotments and Thatched House Public House	90	Shuttle Working	1 Week
9.22	Longshore Way	150	Shuttle Working	2 Weeks
9.31	Kingsley Road between Ironbridge Lane and Yeo Court	150	Shuttle Working	2 weeks
9.32	Yeo Court	40	Road Closure	1 Week

**Table 43 - Section 10 – Eastney (Landfall)**

Section	Description	Length (m)	Proposed TM	<u>Duration</u> <u>Per Circuit</u> <u>(Cable</u> <u>Ducts)</u> <u>Duration</u> <u>Per Circuit</u>
10.1	Henderson Road	300	Shuttle Working	5 Weeks
10.2	Fort Cumberland Road	370	Shuttle Working	7 Weeks

## REFERENCES

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- Department for Transport. (2009). Traffic Signs Manual Chapter 8: Traffic Safety Measures and Signs for Roadworks and Temporary Situations.
- Department for Transport. (2012). New Roads and Street Works Act 1991: Code of Practice of Co-ordination of Street Works and Works for Road Purposes and Related Matters (Fourth Edition).
- Department for Transport. (2013). Safety at Streetworks and Roadworks: A Code of Practice .
- HM Government. (1991). New Roads and Street Works Act.

# **Appendix 1 – Onshore Cable Route Construction Impacts on Access to Properties and Car Parking and Communication Strategy**

# **Appendix 2 – A2030 A2030 Eastern Road, Impact of Football Traffic: Technical Note**

# **Appendix 3 – Framework Signage Strategy**

**Appendix 4 –**  
**Temporary Bus Gate**  
**Layout**

**Appendix 54 – FTMS**  
**Drawings**

# Appendix 65 – FTMS Diversion Drawings







DATED

202[X]

**PORTSMOUTH CITY COUNCIL**

and

**AQUIND LIMITED**

Minor Works Agreement for Highway Works at  
[ ]  
pursuant to (inter alia) S.278 Highways Act 1980

[This page is intentionally left blank]

**PORTSMOUTH CITY COUNCIL**  
**SECTION 278 MINOR WORK AGREEMENT**

Date: 202[ ]

**PARTIES:**

1. **Portsmouth City Council** of Civic Offices, Guildhall Walk, PO1 2AL (the “**Council**”)
2. **AQUIND Limited** of OGN House, Hadrian Way, Wallsend NE28 6HL (the “**Developer**”)

**WHEREAS**

- A. On [xxx] 202[x] the Secretary of State granted the AQUIND Interconnector Order 202[x] (the “**Order**”) which granted development consent for the elements of AQUIND Interconnector which are located in the UK and the UK Marine Area (the “**Development**”). The Developer is the undertaker for the purposes of the AQUIND Interconnector Order 202[x] and is undertaking the construction of the Development.
- B. It is necessary in connection with the construction of the Development within the administrative area for which the Council is the highway authority for temporary construction accesses to be installed and following the completion of the construction of the relevant elements of the Development for those temporary construction accesses to be reinstated.
- C. **THE PARTIES HAVE AGREED** that highway works comprising the provision of [a temporary access junction in connection with the construction of the Development] (the “**Temporary Works**”) together with the subsequent removal of the Temporary Works upon the completion of the Development (the “**Reinstatement Works**”) as identified on approved drawing number[s] [general arrangement] (the “**Drawing/s**” – all attached hereto) (the Temporary Works and Reinstatement Works being collectively referred to as the “**Works**”) may be carried out by the Developer subject to the terms and conditions set out beneath which constitutes an agreement between the Council and the Developer pursuant to Section 278 of the Highways Act 1980.

D. The Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the Council to enter into this Agreement for the execution of the Works by and at the expense of the Developer which Works are the subject of the development consent granted by the AQUIND Interconnector Order 202[x].

**NOW THIS DEED OF AGREEMENT WITNESSETH** as follows:

1. This Agreement is made pursuant to Section 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers including the Localism Act 2011.

**Prior to construction of the Works**

2. Unless otherwise agreed in writing the Developer shall give the Council not less than 1 months written notice of its intention to commence the Temporary Works and the Reinstatement Works (respectively).

3. Before the Commencement of the construction of the Works the Developer shall obtain such consents, licences or permissions as may be required for the carrying out of the Works and shall comply with these WHICH FOR THE AVOIDANCE OF DOUBT includes the consents and permissions provided for within the Order and shall pay an inspection fee deposit (being equivalent to 9.5% of the tender price for the Works (as confirmed by the Developer and as approved by the Council)) (the “**Inspection Fee**”) subject to a minimum of £6,000 for the use by the Council in connection with the inspection of the Works only.

4. The Developer shall not carry out the Works except in accordance with the Drawing/s.

5. The Developer shall prior to commencing construction of the Temporary Works pay all current outstanding costs incurred by the Council in relation to design

checks, and legal fees for the purpose of negotiating and completion this Agreement.

6. The Cash Deposit ("**Cash Deposit**") in the sum of [IN FIGURES] (£[ ]) being equivalent to 110% of the estimated cost of the Works on the public highway shall be paid by the Developer to the Council on the date hereof and returned to the Developer in three phases with 25% being returned on the issue of the Certificate of Completion of the Temporary Works ("**First Certificate of Completion**"), a further 25% being returned on the issue of the Certificate of Completion of the Reinstatement Works ("**Second Certificate of Completion**") with a minimum of FIVE THOUSAND POUNDS (£5,000) retained and the remaining balance being returned on the issue of the Certificate of Maintenance ("**Certificate of Maintenance**") together with any interest accrued on the Cash Deposit. If the Developer fails at any time to carry out or observe any of the terms of this Agreement or becomes bankrupt or goes into liquidation or enters liquidation the Council shall use the Cash Deposit to fully reimburse the Council in respect of any fees costs and expenses it has incurred FURTHERMORE any fees costs and expenses incurred over and above the Cash Deposit limit shall be recoverable from the Developer and any costs monies fees due to the Council shall be paid by the Developer within 21 days of written demand.
  
7. The Developer shall indemnify the Council in respect of any third party actions claims fees charges expenses proceedings or demands which may arise out of or in connection with or incidental to the carrying out of the Works and until the Council resumes responsibility for the highway on which the Works are located following the Certificate of Maintenance. The Developer shall also indemnify the Council in respect of all costs associated with its responsibilities and all claims under the Land Compensation Act 1973 and regulations made thereunder (including claims the Council determine should be met under the Noise Insulation Regulations 1975) arising out of the use of the Works from the date of the commencement of the Temporary Works until the date of issue of the Certificate of Maintenance.

8. The Developer shall be insured against public liability risks for a sum of at least £10,000,000 in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks until the issue of the Certificate of Maintenance and a copy of the insurance policy must be provided by the Developer to the Council prior to the commencement of the Temporary Works.

### **Construction of the Works**

9. The Developer shall minimise obstruction to vehicle and pedestrian traffic and sign and guard the Works as necessary in accordance with chapter 8 (Parts 1 and 2) of the Traffic Signs Manual 2009 and chapter 8 (Part 3) of the Traffic Signs Manual 2016 as modified extended amended supplemented or revised including any replacement thereof.
10. The Developer shall provide a traffic management plan in relation to the construction of both the Temporary Works and thereafter the Reinstatement Works if required by the Council.
11. The Developer shall not interfere with any drain, culvert, gully, bridge, wall or other highway structure without the consent of the Council and shall not close any part of the highway in connection with the construction of the Works unless the Council has agreed previously.
12. The Developer shall carry out the Works as contractor for the Council in a good and workman like manner and in accordance with the Drawings within the period specified and to the satisfaction of the Council. The Developer shall comply with all relevant legislation.
13. The Developer shall, during the carrying out of the Works, give access at any time to the Council and any authorised officer for the purposes of inspections.

### **Duration and Completion of the Temporary Works**

14. The Developer shall complete the construction of the Temporary Works within period of [X] weeks, using a contractor the Council (acting reasonably) deems to be appropriately qualified.
15. The Developer shall notify the Council of completion of the construction of the Temporary Works and if these have been completed to the Council's reasonable satisfaction, the First Certificate of Completion shall be issued (the issue of which by the Council shall not be unreasonably withheld or delayed) and from that date the Developer shall be responsible for the correction of any defects and maintaining the Temporary Works until such time as it commences the Reinstatement Works.
16. Prior to the issue of the First Certificate of Completion the Developer shall ensure all outstanding fees have been paid including any design check fees and inspection fees in respect of the Temporary Works and FURTHER provide to the Council all necessary drawings, health and safety certificates, site road safety audits and any other documentation the Council reasonably requires.

### **Duration and Completion of Reinstatement Works**

17. The Developer shall undertake the Reinstatement Works within a period of [x] weeks using a contractor the Council (acting reasonably) deems to be appropriately qualified SUBJECT TO the provisions of Clauses 3 and 4 following completion of the construction phase of the Development requiring use of the Temporary Access and FURTHER the Developer shall give notice to the Council of completion of the construction of the phase of the Development which the Works were required in connection with within 5 working days of the same occurring.
18. The Developer shall notify the Council of completion of the Reinstatement Works and if these have been completed to the Council's satisfaction, the Second Certificate of Completion shall be issued (the issue of which by the Council shall not be unreasonably withheld or delayed) and from that date for a period of 12 calendar months (the "**Maintenance Period**") the Developer shall

be responsible for the correction of any defects and maintaining the Reinstatement Works until such time as the Council issues the Certificate of Maintenance.

19. Prior to the issue of the Second Certificate of Completion the Developer shall ensure all outstanding fees have been paid including any design check fees and inspection fees in respect of the Reinstatement Works and FURTHER provide to the Council all necessary drawings, health and safety certificates, site road safety audits and any other documentation the Council reasonably requires.
20. On completion of the Maintenance Period, the Developer shall notify the Council who shall inspect and notify the Developer of any required remedial works in respect of the Reinstatement Works. Once these have been carried out to the Council's reasonable satisfaction and all outstanding fees have been paid including any design check fees and inspection fees the Council shall issue the Certificate of Maintenance (the issue of which by the Council shall not be unreasonably withheld or delayed) and from that time the Council shall resume responsibility for the maintenance of the highway in the location where the Works were located and shall repay any amount of the Inspection Fee Deposit not expended in inspecting the Works.
21. Where any payment due to the Council under this Agreement is outstanding the Developer covenants with the Council that the Developer shall pay all outstanding payments to the Council within ten working days of the Council's written demand (the "**Demand**") as well as the interest at a rate of 4% per annum above the base lending rate of the HSBC [or other preferred bank] at the date of the demand on any sum outstanding from the due date under this Agreement until the actual date of payment to the Council.
22. In no event shall any delay, neglect or forbearance on the part of the Council in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver of that provision or any other provision or shall in any way prejudice the right of that party under this Agreement.

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed delivered the day and year first before written

**EXECUTED** as a **DEED** by affixing the )  
**COMMON SEAL** of **PORTSMOUTH** )  
**CITY COUNCIL** in the presence of:- )

Authorised Signatory

Name of Signatory

**EXECUTED** as a **DEED** by )  
**AQUIND LIMITED** )  
acting by two directors or one )  
director and the company secretary )

Director

Director/Secretary

DATED

202[X]

**PORTSMOUTH CITY COUNCIL**

and

**AQUIND LIMITED**

Minor Works Agreement for Highway Works at  
[ ]  
pursuant to (inter alia) S.278 Highways Act 1980

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22. In no event shall any delay, neglect or forbearance on the part of the Council in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver of that provision or any other provision or shall in any way prejudice the right of that party under this Agreement.

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed delivered the day and year first before written

**EXECUTED** as a **DEED** by affixing the )  
**COMMON SEAL** of **PORTSMOUTH** )  
**CITY COUNCIL** in the presence of:- )

Authorised Signatory

Name of Signatory

**EXECUTED** as a **DEED** by )  
**AQUIND LIMITED** )  
acting by two directors or one )  
director and the company secretary )

Director

Director/Secretary

Comparison Details	
Title	<b>pdfDocs compareDocs Comparison Results</b>
Date & Time	01/03/2021 14:18:44
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Comparison Statistics	
Insertions	7
Deletions	2
Changes	6
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	15

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Balloons	False

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Include Footnotes / Endnotes	Word	True
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Include Tables	Word	True
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Include Moves	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	False



**AQUIND Limited**

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# **AQUIND INTERCONNECTOR**

## **Environmental Statement – Volume 3 – Appendix 22.2 Framework Construction Traffic Management Plan**

The Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 – Regulation 5(2)(a)

The Infrastructure Planning (Environmental Impact Assessment) Regulations 2017

Document Ref: 6.3.22.2

PINS Ref.: EN020022

**AQUIND Limited**

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# **AQUIND INTERCONNECTOR**

Environmental Statement – Volume 3 –  
Appendix 22.2 – Framework Construction  
Traffic Management Plan

**PINS REF.: EN020022**

**DOCUMENT: 6.3.22.2**

**DATE: ~~DECEMBER 2020~~ FEBRUARY 2021**

WSP

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London

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## DOCUMENT

<b>Document</b>	<b>6.3.22.2 Framework Construction Traffic Management Plan</b>
<b>Revision</b>	00 <del>43</del>
<b>Document Owner</b>	WSP UK Limited
<b>Prepared By</b>	S. Gander <del>and D. Jenkins</del>
<b>Date</b>	<del>23 December 2020</del> <u>February 2021</u>
<b>Approved By</b>	C. Williams
<b>Date</b>	<u>February 2021</u> <del>23 December 2020</del>

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# 1. INTRODUCTION

## 1.1. OVERVIEW

1.1.1.1. This document sets out the proposed construction traffic arrangements and mitigation measures associated with the Onshore Components of the Proposed Development. The terminology used in this document is consistent with that used in the Glossary (REP1-005). For ease of reference, the Glossary terms relevant to this document are repeated below.

**Table 1 - CTMP Glossary**

<b>Term</b>	<b>Definition</b>
<b>Abnormal Load</b>	An Abnormal Load is a vehicle that has any of the following: a mass of more than 44,000 kilograms ('kg'), an axle load of more than 10,000 kg for a single non-driving axle and 11,500 kg for a single driving axle, a width of more than 2.9 m ('m'), a rigid length of more than 18.65 m.
<b>Abnormal Indivisible Load</b>	An Abnormal Indivisible Load (AIL) is a load which can't be divided into two or more loads to be transported by road.
<b>Access Road</b>	The permanent road that will be constructed to facilitate vehicular access to the Converter Station from the existing highway network.
<b>AQUIND Interconnector</b>	The Project
<b>Cable Joint</b>	The components required to connect together two sections of Cable.
<b>Cables</b>	Insulated metallic electrical conductors used for the transfer of power.
<b>Construction Environmental Management Plan (CEMP)</b>	Document setting out methods to avoid, minimise and mitigate Impact on the environment and surrounding area and the protocols to be followed in implementing these measures in accordance with environmental commitments during the Construction Stage.
<b>Converter Station</b>	The fenced compound, adjacent to Lovedean Substation, comprising the necessary equipment to convert AC to Direct Current ('DC') and vice versa.

Term	Definition
<b>Converter Station Area</b>	<p>This is the area of land identified to accommodate:</p> <ul style="list-style-type: none"> <li>• The Converter Station and associated equipment;</li> <li>• The connection between the AC Cables and the National Electricity Transmission System ('NETS') at Lovedean Substation;</li> <li>• The AC Cable Corridor to accommodate the AC Cables and Fibre Optic Cable ('FOC') between the Converter Station and Lovedean Substation;</li> <li>• The High Voltage Direct Current ('HVDC') Cables and FOC corridor from the Converter Station southwards;</li> <li>• A Works Compound and Laydown Area; Access Road and associated haul roads;</li> <li>• Surface water drainage and associated attenuation ponds;</li> <li>• Landscape and ecology measures;</li> <li>• Utilities such as potable water, electricity and telecom;</li> <li>• the compound comprising the Telecommunications Building(s) and associated equipment.</li> </ul>
<b>Development Consent Order (DCO)</b>	<p>A Development Consent Order ('DCO') is a statutory instrument made by the Secretary of State ('SoS') pursuant to the Planning Act 2008 (as amended) ('PA 2008')</p>
<b>Direct Current (DC)</b>	<p>A flow of continuous electrical current which flows in one direction.</p>
<b>Ducted Installation</b>	<p>An installation method where ducts are installed in the ground and cables are subsequently pulled into them.</p>
<b>Fibre Optic Cable</b>	<p>A telecommunications cable made from thin strands of glass fibre, which uses pulses of light to transfer data. Each Pole will have a FOC, which will be used to provide a dedicated communications link between the UK and French converter stations for the purposes of control, protection and monitoring of the Project. Capacity provided by strands that</p>

Term	Definition
	are not utilised for these functions will be available for third parties to purchase for other telecommunication purposes.
<b>Fibre Optic Cable (FOC) Infrastructure</b>	<p>The physical infrastructure associated with the fibre optic telecommunication system. This includes:</p> <ul style="list-style-type: none"> <li>• Fibre Optic Cables;</li> <li>• up to two Optical Regeneration Stations (ORS) at the Landfall;</li> <li>• up to two Telecommunications Buildings in the vicinity of the Converter Station;</li> <li>• auxiliary power supply and fuel supply to buildings;</li> <li>• securely fenced compounds around buildings;</li> </ul> <p>access and parking to buildings.</p>
<b>Haul Road</b>	A temporary road constructed for use during the Construction Stage.
<b>Highway Boundary</b>	The area which is adopted road, maintained at public expense.
<b>Horizontal Directional Drilling (HDD)</b>	A trenchless technology that involves drilling into the ground to create a bore with a generally horizontal profile, along a planned pathway.
<b>HVAC Cable</b>	The Cable designed to transfer power using High Voltage Alternating Current (HVAC) at a nominal voltage of 400 kV, which will connect Lovedean Substation to the Converter Station.
<b>HVAC Cable Corridor</b>	The area within which the HVAC Cable Route and all associated Temporary Works will be located.
<b>HVAC Cable Route</b>	The final refined route for the HVAC Cable that lies within the HVAC Cable Corridor.
<b>HVDC Cable</b>	The Cable designed to transfer power using High Voltage Direct Current (HVDC) at a nominal voltage of 320 kV. For the purpose of the Proposed Development, this comprises the Onshore Cable and the Marine Cable.

Term	Definition
<b>HVDC Cable Corridor</b>	Comprises the Onshore Cable Corridor and the Marine Cable Corridor.
<b>HVDC Circuit</b>	One of two pairs of HVDC Cables, an associated Fibre Optic Cable (FOC), and any ancillaries, each of which will carry half of the specified rating.
<b>Interconnector</b>	An electrical system which provides the connection between electricity transmission systems, usually between areas over long distances or different frequencies.
<b>Joint Bay</b>	The location where sections of Cable are connected together. Each Joint Bay will be an excavation containing two joints for the HVDC Cables that form a HVDC Circuit and, at some locations, a joint for the Fibre Optic Cable (FOC) and / or equipment for testing the cable sheaths, to ensure the performance of the Cables.
<b>Landfall</b>	The Landfall is the area where the Onshore Cable Corridor and Marine Cable Corridor meet and includes the Transition Joint Bay (TJB), HDD compound and works where the Marine Cables come ashore, and the Optical Regenerations Stations (s) including their compounds and mitigations.
<b>Laydown Area</b>	Temporary area required during the Construction Stage of the Proposed Development for short-term storage of materials, which will be reinstated to its original state following demobilisation.
<b>Lovedean Substation</b>	The existing National Grid electrical substation located at Lovedean, Hampshire.
<b>Marine Components</b>	The Marine Components of the Proposed Development are all of that part below the Mean High Water Springs (MHWS).
<b>Micro-Tunnelling</b>	Driving tunnel sections, usually steel tubes or reinforced concrete section, in a straight line, between pits excavated on either side of the obstruction to be crossed. Hydraulic rams are used to drive the tunnel sections.
<b>Mitigation Measures</b>	Actions proposed to prevent, reduce and where possible, offset significant adverse Effects arising from the whole or specific elements of the Proposed Development.

Term	Definition
<b>Onshore Cable</b>	The part of the HVDC Cable installed inland from the Mean High Water Springs (MHWS).
<b>Onshore Cable Corridor</b>	The area within which the Onshore Cable Route and all associated Temporary Works will be located. This runs landward from the Mean Low Water Springs (MLWS).
<b>Onshore Cable Route</b>	The final refined route for the Onshore Cable that lies within the Onshore Cable Corridor.
<b>Onshore Components</b>	The Onshore Components of the Proposed Development are all of that part landward from the Mean Low Water Springs (MLWS).
<b>Operational Stage</b>	The stage after which the Proposed Development is handed over by the relevant contractor and signed off as operational. It would remain in its Operational Stage until it is decommissioned.
<b>Optical Regeneration Station(s) (ORS)</b>	Structural unit housing telecommunication equipment for the Proposed Development and responsible for optical signal amplification .
<b>Order Limits</b>	The limits shown on the Works Plans (document reference 2.4) within which the Authorised Development may be carried out.
<b>Project</b>	The Project comprises the Proposed Development, as well as the development proposed within French borders and the French Exclusive Economic Zone (EEZ) which do not fall within the remit of the Application.
<b>Proposed Development</b>	The development for which a Development Consent Order (DCO) is sought. This is equivalent to the Authorised Development that is set out in Schedule 1 of the draft Development Consent Order (dDCO) submitted with the Application (document reference 3.1).
<b>Site</b>	The land within the Order Limits that is shown on the Works Plans (document reference 2.4).
<b>Telecommunications Building(s)</b>	A building or buildings housing telecommunication equipment. For the Proposed Development, this / these will

Term	Definition
	be contained within (a) dedicated building(s) within its / their own perimeter adjacent to the Converter Station perimeter.
<b>Temporary Works</b>	Those parts of the works that allow or enable construction of the Proposed Development and which do not remain in place at the completion of the works.
<b><u>Traffic Marshal</u></b>	<u>An operative appointed by the contractor to stop or divert traffic during construction in order to reduce delays and ensure the safety of the travelling public, who hold the authority to do so via the Community Safety Accreditation Scheme (CSAS).</u>
<b>Transition Joint Bay (TJB)</b>	The underground onshore point at which the HVDC Cable is jointed at the Landfall.
<b>Trenching</b>	The excavation and reinstatement of a narrow trench, typically 700 – 1,000 mm wide and 1,200 mm deep, into which the Cable ducts will be placed. The trench may be internally supported and will be reinstated as per the original construction.
<b>Trenchless</b>	Any techniques for installing the HVDC Cable ducts and Fibre Optic Cable (FOC) ducts that does not require the excavation of a trench, enabling infrastructure and sensitive locations to be crossed with limited disruption. Examples include Horizontal Directional Drilling (HDD), whereby a hole is bored from, and exits at, ground level, and Micro-Tunnelling, auger boring and thrust boring, whereby a bore is drilled to and from excavated pits, using hydraulic ramming equipment.

## 1.2. BACKGROUND

- 1.2.1.1. AQUIND Interconnector is a proposed electricity interconnector between France and the UK. The Project includes a new marine and onshore High Voltage Direct Current ('HVDC') power cable transmission link between Normandy in France and the south coast of England, converter stations in both England and France, and fibre optic data transmission cables.
- 1.2.1.2. With a net capacity of 2000 megawatts ('MW'), it will significantly increase the cross-

border capacity between the UK and France, increasing competition and security of the electricity supply in each of the respective countries. To enhance the security of supply and availability of its power transfer capability, it is being designed as two independent pairs of cables, each with the net capacity of 1000 MW with a total net transmission capacity of up to 2000 MW. The Proposed Development is a part of the Project and comprises the Onshore and Marine Components.

### 1.2.1.3.

Extensive consultation has been undertaken with the Local Highway Authorities and Highways England in relation to the draft Development Consent Order ('dDCO') for the Proposed Development, which this Framework Construction Traffic Management Plan (herein referred to as the Framework CTMP) is part. This document should be read in conjunction with the following documents:

- Chapter 3 (Description of the Proposed Development) of the ES Volume 1 (Examination Library Reference: APP-118);
- Appendix 22.1 (Transport Assessment) of the ES Volume 3 (~~Examination Library Reference: APP-448~~);
- Onshore Outline Construction Environmental Management Plan ('CEMP') (~~Examination Library Reference: APP-505~~REP7-032);
- ~~Appendix 6 (Framework Traffic Management Strategy) of Appendix 22.1 (Transport Assessment) ES Volume 3 (Examination Library Reference: REP1-068)~~Framework Traffic Management Strategy (REP6-030);
- Day Lane Technical Note (REP7-046a);
- Travel Demand Management Strategy (REP7-079);
- Appendix C – "Construction Vehicle Management on Anmore Road and Mill Road" within Applicants Responses to Deadline 6 Submissions – Hearing Appendices (REP7-075);and
- UK Joint Bay Feasibility Report (REP7-073);
- Temporary Highway Alterations to Facilitate Abnormal Load Deliveries (REP6-074);
- Supplementary Transport Assessment (REP1-142) and Supplementary Transport Assessment Addendum (REP7-065).

## 1.3.

### SCOPE OF FRAMEWORK CTMP

#### 1.3.1.1.

This Framework CTMP provides an overarching plan as to how the construction traffic and site operations will be managed across the extent of the Onshore Components. Individual CTMP documents will be approved in relation to relevant work site locations, which will be required to accord with the relevant to them

contained in this Framework CTMP. These will be prepared and approved by the relevant Local Highway Authority(s) for the area in which the works to which they relate are located, ahead of the relevant works commencing.

1.3.1.2. The Onshore Cable Corridor passes through a number of administrative boundaries which include East Hampshire District Council ('EHDC'), Winchester City Council ('WCC'), Havant Borough Council ('HBC'), and Portsmouth City Council ('PCC'). Hampshire County ~~Council~~ Council (HCC) is the Local Highway Authority for the roads within the WCC, HBC and EHDC administrative areas and PCC, as a unitary authority, is highway authority for Portsmouth. The Onshore Cable Corridor crosses or runs adjacent to the A3(M) and the A27 which fall under Highways England's jurisdiction, albeit no part of the Onshore Cable Corridor is located on the strategic road network for which Highways England has responsibility.

1.3.1.3. The Framework CTMP sets out the framework for the detailed CTMP's to be approved, including hours of operation, traffic routing, safe vehicular access and manoeuvring and minimising traffic impacts.

1.3.1.4. The individual CTMPs to be prepared and approved post grant of the DCO for the Proposed Development must contain relevant details of:

- Vehicle routing plans;
- Proposed programme and duration;
- Number of construction personnel including travel arrangements and mitigation;
- Alterations to the highway to enable construction, including temporary and permanent;
- Details of the number of construction and delivery vehicles using the public highway, including abnormal and indivisible loads;
- Traffic management details;
- Compounds and Laydown Area details; and
- Highway condition surveys.

## 1.4. OBJECTIVES OF CTMP

1.4.1.1. The Framework CTMP sets out the measures that can be implemented to provide mitigation for the construction traffic associated with the Onshore Components of the Proposed Development. The Framework CTMP has the primary objective of minimising impact and disruption to existing users of the public highway network and the surrounding community, forming the framework the individual CTMP's to be approved and which must be complied with during the construction of the Onshore Components. This will be achieved by:

- Minimising the number of vehicular trips required for the movement of material and people;
- Ensuring construction traffic trips and routes used are planned to be safe, efficient and timely;
- Ensuring the impact to residents, local sensitive receptors and the travelling public are minimised; and
- The CTMP and the individual CTMPs being monitored, reviewed and updated as necessary and improvements incorporated throughout the duration of the works being undertaken.

## 1.5. REPORT STRUCTURE

1.5.1.1. The following sections are included in this Framework CTMP and will form, in part, the basis of the individual CTMPs;

- Section 1 – Introduction – this section including scope and objectives;
- Section 2 – The Proposed Development – Onshore Cable Corridor, site compounds and Laydown Areas, typical construction vehicles, Abnormal Loads (including AILs) and construction activities;
- Section 3 – Vehicular Movement Management – vehicle routing strategy, timing of movements, sensitive receptors, reducing impacts of Heavy Goods Vehicle ('HGVs'), local highway issues and constraints and section specific constraints, management of Abnormal Loads and construction HGV routes;
- Section 4 – Construction Workforce – descriptions of controls to mitigate the impact of construction staff traffic;
- Section 5 – Site Accesses/Haul Road – location, design, management and mitigation of permanent and temporary accesses points;
- Section 6 – Highway/Railway Crossings – details of interventions ~~required~~ required;
- Section 7 – Management of Road Safety – Existing collision records and highway condition surveys; and
- Section 8 – Implementation and Monitoring – Implementation, compliance and monitoring of the individual CTMPs.

## 2. THE PROPOSED DEVELOPMENT

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### 2.1. OVERVIEW

2.1.1.1. This section summarises the Construction Stage for the Onshore Components, including construction techniques and the indicative construction programme. The main construction activities for the Onshore Component include the following:

- Landfall works, including the erection of the Optical Regeneration Station ('ORS') buildings at Eastney;
- Construction of the Onshore Cable Route, with an approximate length of 20 km, including Horizontal Directional Drilling ('HDD') at;
  - Landfall UK-HDD-1;
  - Milton and Eastney Allotments UK-HDD-2;
  - Langstone Harbour UK-HDD-3;
  - Farlington Railway Crossing (Trenchless) UK-HDD-4;
  - Kings Pond UK-HDD-5; and
  - Milton Common UK-HDD-6.
- Substation works at Lovedean Substation;
- Cable jointing bays at intervals on the Onshore Cable Route;
- Permanent highway interventions;
- Permanent access from the highway; and
- Temporary construction haul roads and accesses from public highway.
- Construction activities at the Lovedean Converter Station Area;

2.1.1.2. The Order Limits for the Onshore Components of the Proposed Development are shown in Appendix 1.

### 2.2. CONVERTER STATION AREA

2.2.1.1. The Converter Station will be erected to the west of the existing Lovedean substation and will be connected to the substation by HVAC cables and FOC. A new Access Road, proposed to act as the construction and permanent access, will be built from Broadway Lane across farmland to access the new Converter Station Area from the south. This road will also serve as the new permanent access to the Converter Station. The Telecommunications Buildings will be constructed to the south of the Converter Station. The Converter Station Area will also contain attenuation ponds,

various mitigations measures and a part of the Onshore Cable Route as well as areas of temporary use.

## **2.3. CABLE CORRIDOR SECTIONS**

2.3.1.1. The Onshore Cable Corridor has been divided into ten sections for ease of understanding, planning and consultation. The sections are as follows from the north at the site of the Converter Station in Lovedean to south where the cables make Landfall at Eastney;

- Section 1 – Lovedean (Converter Station Area);
- Section 2 – Anmore;
- Section 3 – Denmead/Kings Pond Meadow;
- Section 4 – Hambledon Road to Farlington Avenue;
- Section 5 – Farlington;
- Section 6 – Zetland Field & Sainsbury’s Car Park;
- Section 7 – Farlington Junction to Airport Service Road;
- Section 8 – Eastern Road (adjacent to Great Salterns Golf Course) to Moorings Way;
- Section 9 – Moorings Way to Bransbury Road; and
- Section 10 – Eastney (Landfall).

2.3.1.2. Please refer to Figure 3.9 of the ES Volume 2 (Examination Library Reference: App-154) for a plan identifying the section of the Onshore Cable Corridor.

2.3.1.3. Below are brief descriptions of the works associated within each section of the Onshore Cable Corridor..

### **2.3.2. SECTION 1 – LOVEDEAN (CONVERTER STATION AREA)**

2.3.2.1. The Onshore Cable Corridor will head south through farm land for approximately 800 m crossing Broadway Lane west of Denmead Farm and east of Edney’s Lane (The Crossways).

### **2.3.3. SECTION 2 – ANMORE**

2.3.3.1. This 1.2 km section of Onshore Cable Corridor will cross agricultural farm land between Broadway Lane to Anmore Road in the land bound by Edney’s Lane in the west and Anmore Lane in the east. The Onshore Cable Corridor then crosses Anmore Road.

### **2.3.4. SECTION 3 – DENMEAD/ KINGS POND MEADOW**

- 2.3.4.1. This section covers the Onshore Cable Corridor from Anmore Road east of Denmead to B2150 Hambledon Road, following an off-road route via land known as Kings Pond Meadows. The section length is approximately 760 m. This Section partially comprises installation via HDD (HDD-5), in the fields to the south of Anmore Road and to the north of B2150 Hambledon Road.
- 2.3.5. SECTION 4 – HAMBLEDON ROAD TO FARLINGTON AVENUE**
- 2.3.5.1. This section of the Onshore Cable Corridor passes from the administrative boundary of HCC into PCC. The Onshore Cable Corridor heads south for approximately 5.4 km through the HCC area following the B2150 Hambledon Road from Waterlooville and the A3 Maurepas Way/London Road through Purbrook and Widley to the highway boundary of HCC and PCC, which is north of B2177 Portsdown Hill Road.
- 2.3.5.2. The Onshore Cable Corridor within the PCC area is 1.2 km long and continues east through the Portsdown Hill car park and B2177 Portsdown Hill Road to Farlington Avenue as far as the junction with Burnham Road.
- 2.3.6. SECTION 5 – FARLINGTON**
- 2.3.6.1. This 1 km section leads the Onshore Cable Corridor south from the junction of Burnham Road on Farlington Road, to the junction with A2030 Havant Road and turning east to the A2030 Eastern Road and continuing south until Zetland Field.
- 2.3.7. SECTION 6 – ZETLAND FIELD & SAINSBURY'S CAR PARK**
- 2.3.7.1. This 600 m section will leave the carriageway of A2030 Eastern Road and use Zetland Field to continue south to Fitzherbert Road which it will cross and enter the car park of the retail park and Sainsbury's supermarket. Following the western side of the car park, it will reach the south coast railway.
- 2.3.7.2. A trenchless solution will be utilised for the Onshore Cable Route to pass under the railway embankment (HDD-4). This will require a compound for the launch/reception pit.
- 2.3.8. SECTION 7 – FARLINGTON JUNCTION TO AIRPORT SERVICE ROAD**
- 2.3.8.1. After passing under the south coast railway into Farlington Playing Fields (HDD-4), the Onshore Cable Corridor will follow the eastern boundary of Farlington Playing Fields where it will be required to pass under the A27 Havant Bypass (maintained by Highways England) for which HDD beneath Langstone Harbour will be utilised (HDD-3).
- 2.3.8.2. South of the A27, the Onshore Cable Corridor will cross beneath the mud flats of Langstone Harbour to reach Portsea Island, re-joining the A2030 Eastern Road at Kendall's Wharf opposite Anchorage Road, where it will proceed south to Airport Service Road junction. This section has a total distance of approximately 2.3 km.

### **2.3.9. SECTION 8 – EASTERN ROAD (ADJACENT TO GREAT SALTERNS GOLF COURSE) TO MOORINGS WAY**

2.3.9.1. This section has three potential routes for the Onshore Cable Corridor. The first route utilises the A2030 Eastern Road and the residential street of Eastern Avenue. The second crosses the western and southern boundary of Milton Common from Eastern Road to Moorings Way. The third follows the eastern boundary of Milton Common to reach Moorings Way. Milton Common is a former landfill site, and as a consequence there remains uncertainty it will be fully suitable for the laying of the Onshore Cables. For this reason, the options are retained to ensure engineering feasibility.

### **2.3.10. SECTION 9 – MOORINGS WAY TO BRANSBURY ROAD**

2.3.10.1. The Onshore Cable Corridor leads from Moorings Way to head south through the sports grounds of University of Portsmouth where it will cross Locksway Road into the Thatched House public house car park and pass under the Milton and Eastney Allotments (through use of HDD-2). It will then enter Kingsley Road and passing into Bransbury Park via Yeo Court or via the access opposite Ironbridge Lane (or potentially a Cable Circuit utilising each depending on final confirmed engineering feasibility). The route will continue across Bransbury Park to join Henderson Road.

### **2.3.11. SECTION 10 – EASTNEY (LANDFALL)**

2.3.11.1. This section of the Onshore Cable Corridor leads to the Landfall, where the Transition Joint Bays (TJB) and Optical Regeneration Station (ORS) buildings are to be located. After exiting Bransbury Park, the Onshore Cable Corridor will travel east along Bransbury Road, Fort Cumberland Road and Henderson Road to the Fraser Range access road to the Landfall site, which is currently a car park with unmade ground. The car park will serve as a contractor’s compound and lay-down area for the construction of the TJB, ORS and in respect of the jointing of the Onshore Cables and the Marine Cables.

## **2.4. PERMANENT ACCESS POINTS**

2.4.1.1. There will be two permanent accesses delivered by the completion of the Proposed Development. The first will be at the proposed Converter Station from Broadway Lane in Lovedean and the second to the ORS from Fort Cumberland car park, discussed further below.

### **2.4.2. SECTION 1 – LOVEDEAN (CONVERTER STATION AREA) ACCESS**

2.4.2.1. To provide a permanent access junction to and facilitate construction of the Converter Station the junction of Broadway Lane and Day Lane will be upgraded, which will include the construction of a Haul Road and temporary holding area. The proposed access junction is shown in Drawing AQD-WSP-UK-OS-DR-Z-200215 [\(Rev 6\)](#) included at Appendix 2.

2.4.2.2. As can be seen in drawing AQD-WSP-UK-OS-DR-Z-200215, the proposed Haul Road and temporary holding area comprise a new highway link to be provided between Day Lane, east of the existing bend, and at Broadway Lane, south of the existing bend. This will provide a managed facility for vehicles entering the Site during the Construction Stage with vehicle movements across Broadway Lane able to be marshalled. This link also accommodates HGV / abnormal load movements and would be retained as a permanent feature (unadopted) to allow future access for such vehicles should this be required in connection with the operation and maintenance of the Converter Station and the Telecommunications Buildings.

2.4.2.2.2.4.2.3. Prior to, and during, the construction of the permanent access to the Converter Station Area at the junction of Broadway Lane / Day Lane, access to the offline construction site immediately west of Broadway Lane will be gained via the existing access to Broadway Farm. This access will be used for between 3-6 months whilst the permanent access is constructed. The existing Broadway Farm access road will be used to ensure a safe working site for the construction of the permanent access, and to minimise traffic delay on Broadway Lane during the construction process. Prior to the completion of the permanent access and the accompanying haul road, HGVs will be required to use the existing junction of Day Lane / Broadway Lane to gain access to the existing Broadway Farm access road. This use is anticipated to be infrequent, with deliveries of required equipment and plant anticipated to only be undertaken once, with these items being stored on site through construction. Following these deliveries, access via the existing Broadway Farm access will be for construction workers and materials only until such time as the main access is completed. Following completion of these works, the access would be subject to the same reinstatement requirements as all other construction traffic routes.

### 2.4.3. SECTION 10 – EASTNEY (LANDFALL)

2.4.3.1. A new formal access arrangement is required for the ORS buildings to be located in the public car park south of Fort Cumberland Road. This access will be located on the southern side of the ORS compound and directly from the public car park. A new permanent access will therefore not be required onto Fort Cumberland Road.

## 2.5. COMPOUND AND LAYDOWN AREAS

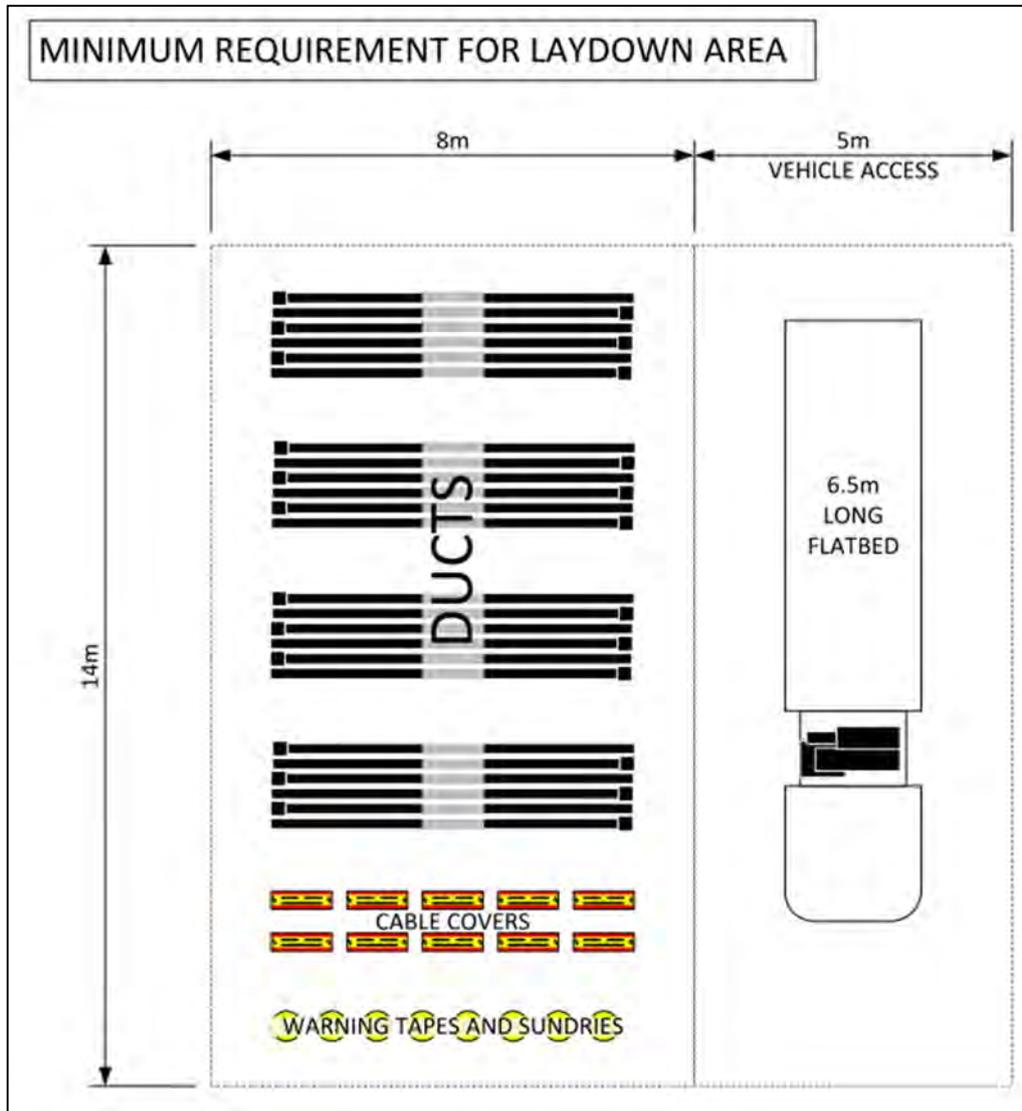
2.5.1.1. The contractor's compound will be located at the proposed Converter Station Area. This compound will be accessed from Broadway Lane via the new junction (described in 2.4), which will provide access to the Access Road which will serve as a Haul Road during the Construction Stage. The Access Road will also provide a permanent access to the Converter Station during operation.

2.5.1.2. To facilitate construction, temporary Laydown Areas may be created at Joint Bay locations (which are to be confirmed as part of the detailed design approvals) [and](#)

[within the Onshore Cable Route construction areas](#) to store materials such as cable ducting and arisings from the works. This will prevent double handling of materials and additional vehicular trips.

2.5.1.3.

A generic layout for Laydown Areas [at Joint Bay locations](#) is shown in Plate 1 below. The areas will be fenced from the public and vehicular access to them will be managed.



**Plate 1 - Typical Laydown Area Dimensions [at Joint Bay locations](#)**

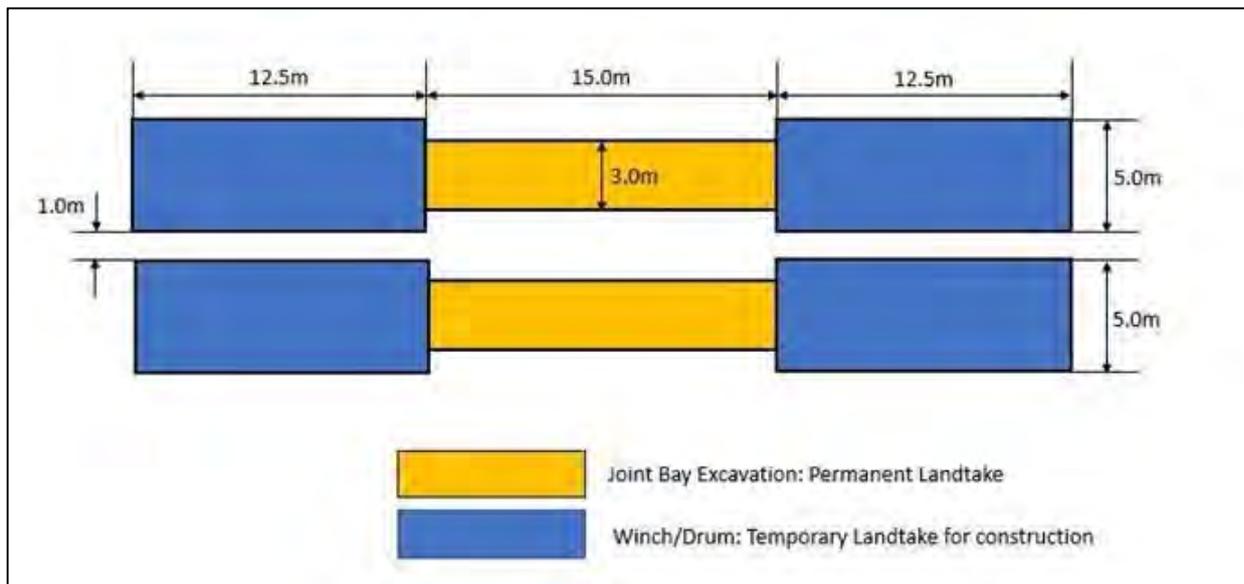
2.5.1.4.

Welfare facilities, usually in the form of a mobile welfare unit, will be provided with each individual works area and therefore no additional facilities will be provided at Laydown Areas.

[2.5.1.4.2.5.1.5. All Onshore Cable Route construction areas will be appropriately sized taking into](#)

account the need to accommodate sufficient space for the storage of cable ducts and other materials which are to be used for the purpose of installing the cables, effectively providing laydown areas within the construction working corridor. For Onshore Cable Route construction activities in more constrained locations, such as within the highway, the area required for plant and materials will be contained within the construction corridor, and construction will proceed on a linear basis with laydown and storage areas moving along with the work. Material transferred between the laydown area and construction corridor would be completed through smaller plant remaining inside of the construction corridor at all times.

2.5.1.5-2.5.1.6. At Joint Bays, a compound area of 20 m by 6 m will be required, which will include space of welfare facilities within the areas identified for winch/drum land-take shown in Plate 2.



**Plate 2 – Typical Compound Area for Joint Bay**

## 2.6. INDICATIVE PROGRAMME

2.6.1.1. The indicative construction programme is anticipated to extend over three years, with further information provided within Chapter 3 (Description of the Proposed Development) of the Environmental Statement Volume 1 (Examination Library Reference: APP-118). The indicative construction programme is shown in the Table 2 below. These timescales are subject to cable production, installation rates and environmental considerations. A Gantt chart of the proposed programme is provided in Appendix 3.

**Table 2 - Indicative Construction Programme – Converter Station & Onshore Cable Corridor**

Construction Activity	Anticipated Programme
HDD and Landfall installation	Q3 2021 – Q1 2024
Onshore HVDC Route Construction / Installation	Q3 2021 – Q4 2023

- 2.6.1.2. Enabling works are indicatively anticipated to take place in quarter three of 2021 and last approximately 12 months through to the middle of 2022. These works would include site clearance, such as tree and hedge pruning and clearance and modifications to junctions and roads to accommodate construction activities and vehicles.
- 2.6.1.3. The construction of the Converter Station at Lovedean is anticipated to take approximately two and a half years from Q3 2021. The construction of the Landfall for the TJB, HDD works and ORS is anticipated to last up to 18 months.
- 2.6.1.4. The installation of the Onshore Cable Route is anticipated to start in the third quarter of 2021 and continue for 27 months to Q3 2023.
- 2.6.1.5. The following ecological considerations ~~are taken~~are taken into account in the phasing of enabling and construction works for the Converter Station Area and Onshore Cable Route:
- Badger breeding season from January to March;
  - Bird breeding and nesting season from March to August;
  - Plant growing season and winter wet season from August to November, at Kings Pond Meadow SINC and Denmead in Section 3; and
  - Wintering bird season, from October to March.
- 2.6.1.6. Public activities and events that the Applicant has been aware of which are likely to be planned in proximity to the Converter Station Area and Onshore Cable Corridor, include but are not limited to the following:
- School term times (as required);
  - Football season;
  - Coastal Waterside Marathon;
  - Great South Run;
  - South Central Festival; and
  - Victorious Festival.
- 2.6.1.7. The Framework Traffic Management Strategy (REP1-068) provides more detailed

information regarding the anticipated duration of the construction programme for each individual section of the Onshore Cable Route and provides restrictions in relation to which sections and subsections may be constructed in parallel so as to avoid unacceptable levels of cumulative effects.

2.6.1.8. The controls provided for within the FTMS mitigate the impacts of the construction works on the highway network. Traffic Management Strategies for the works are to be prepared in accordance with the FTMS and approved by the relevant local highway authorities separately to the approval of the individual CTMP's.

## 2.7. SENSITIVE RECEPTORS

2.7.1.1. Identification of local sensitive receptors that would be negatively impacted by the construction of the Onshore Cable Route is taken into account in this Framework CTMP. Mitigation measures are to be developed in the detailed CTMPs in terms of construction requirements and programme constraints in relation to them. The identified sensitive receptors include:

- Residential properties close to the highway
- Schools, nurseries and places of learning;
- Hospitals, medical centres and doctor surgeries;
- Places of worship; and
- Leisure facilities.

2.7.1.2. The following table identifies the main receptors per section which are required to be considered in relation to works proximate to them. Additional receptors may be identified by when and the individual CTMP's are prepared for approval in liaison with HCC and PCC. A plan locating all the identified sensitive receptors listed below is contained within Appendix 4.

**Table 3 – Identified Sensitive Receptors**

Section	Location	Receptor
1	Broadway Lane, Day Lane, Lovedean Lane	Campsite, pub, school, local shops, B&B and residential properties, South Downs National Park
2	No Sensitive Receptors	
3	Anmore Road, Hambledon Road, Soake Road	Retail, pub, community centre, infant and junior school, care home, residential properties

Section	Location	Receptor
4	Hambleton Road, London Road, Portsdown Hill Road	Retail, industrial estates, pubs, schools, places of worship, care home, medical centre, guest house, Queen Alexandra Hospital
5	Farlington Avenue, Solent Road, Eveleigh Road	Pub, infant and junior school, Scout hut
6	Eastern Road	Retail
7	Eastern Road	Hotel, sports ground, retail, football club, sailing club, Victorious Music Festival (Farlington Playing Fields)
8	Eastern Road, Tangier Road, Burrfields Road, Moorings Way	Golf club, pub/restaurant, caravan park, hotel, retail, college, infant school, places of worship, cemetery
9	Milton Road, Bransbury Road, Longshore Way	Places of worship, community centre, park, retail, nurseries, junior schools, museum, adult day care, medical centre, university campus, pub/restaurants, sailing club, hospital
10	Henderson Road, Fort Cumberland Road, Ferry road	Museum, adult day care, holiday park, playground, marina, lifeboat station

## 2.8. CONSTRUCTION VEHICLES

2.8.1.1. The following section provides details of typical vehicles which are expected to be used during the construction of the Onshore Cable Route, Converter Station and Landfall works. All vehicles associated with construction of the Proposed Development will have engines with the minimum standard of Euro 6 for diesel and Euro 4 for petrol. This will ensure that vehicular emissions are minimised as much as possible during construction.

### 2.8.2. HEAVY GOODS VEHICLES FOR CONVERTER STATION WORKS

2.8.2.1. These are vehicles that will be utilised for the delivery of materials and equipment and removal of waste. These vehicles will be in the form of articulated and rigid vehicles. These vehicles may include;

- Six axle articulated tractor and trailer units including low-loader trailers for the delivery of materials and plant with gross weights up to 44 tonnes;
- Ready-mix concrete in the form of four axle rigid vehicles up to 32 tonnes in gross weight
- Rigid four axle tipper trucks with and without loader cranes for delivery of bulk aggregates and waste removal. Lorries will be of low and high visibility cabs for cyclist safety;
- Six axle articulate tractor and modified trailer for cable drum delivery to jointing bays; and
- Rigid flatbed trucks for delivery of construction materials for offloading with loader crane or forklift truck.

### **2.8.3. LIGHT GOODS VEHICLES AND CARS FOR CONVERTER STATION WORKS**

2.8.3.1. Vehicles such as cars, vans and Light Goods Vehicles ('LGVs') under 7.5 tonne in gross weight will be used during the construction process for the movement of staff, equipment and deliveries. The individual CTMPs will propose measures to reduce the number of movements in so far as possible in connection with the works. Further details of possible measures to reduce movements are provided later in this report in Section [3.70](#).

### **2.8.4. CONSTRUCTION VEHICLES FOR DUCT INSTALLATION, JOINT-BAY CONSTRUCTION/BACK FILL & REINSTATEMENT**

2.8.4.1. The following vehicles will be used for duct installation, joint bay construction and reinstatement works along the Onshore Cable Route:

- Low loader for plant deliveries;
- Grab wagon for muck away/stone & deliveries;
- HGV with loader crane for material deliveries;
- Vacuum tanker for dewatering excessive amounts of ground water;
- Tarmac lorries; and
- Welfare vehicle.

### **2.8.5. CONSTRUCTION VEHICLES FOR CABLE INSTALLATION AND CABLE JOINTING**

2.8.5.1. The following vehicles will be used for cable installation and cable jointing works along the Onshore Cable Route:

- HGV with loader crane /low loader for plant deliveries;

- Low loader for cable deliveries;
- Welfare vehicle;
- Light vehicles, including security vehicle; and
- Vacuum tanker for dewatering excessive amounts of ground water.

## **2.8.6. CONSTRUCTION VEHICLES FOR HORIZONTAL DIRECTIONAL DRILLING**

**2.8.6.1.** The following vehicles will be used in connection with HDD works:

- Low loader for plant deliveries;
- HGVs for material deliveries, including water, fuel, bentonite etc;
- HGV with loader crane for moving equipment from pipe side to rig side, delivery of cabins, storage and welfare;
- Vacuum tanker for mud return;
- Water tankers;
- Grab wagon for muck away;
- 20t tipper for stone deliveries; and
- Light vehicles.

## **2.8.7. ABNORMAL LOADS**

**2.8.7.1.** The construction of Onshore Cable Route and Converter Station requires a number of abnormal loads, although it is expected the number of such vehicle movements will be low and most construction activities will take place with standard vehicles. The delivery of abnormal loads will primarily relate to delivery of infrastructure and construction plant at the Converter Station and cable drums to Joint Bays along the Onshore Cable Route.

**2.8.7.2.** The assessment of cable drum delivery routes is included within the Supplementary Transport Assessment (REP1-142). The assessment is based on indicative Joint Bay locations. The cable drum delivery routes will be provided to PCC and HCC (as appropriate) for the Joint Bay locations when detailed design approvals are obtained. A summary of the route restrictions which impact upon likely Abnormal Load delivery routes is included in Section 3.5 “Abnormal Load Routes” of this Framework CTMP.

- 2.8.7.3. Management of Abnormal Loads will be the responsibility of the contractor appointed to undertake the works. They will be required to comply with the statutory regulations in terms of consulting with the relevant highway authority, police and other stakeholders and this will be confirmed in the individual CTMP's. The notification requirements and process are provided in The Road Vehicles (Authorisation of Special Types) (General) Order 2003.

**Abnormal Indivisible Loads**

- 2.8.7.5. In addition to abnormal loads, the construction of the Proposed Development will require the delivery of some AILs. These will be required for the delivery of transformers to the Converter Station and cable drums to Joint Bays. Where ALL movements are required these will be undertaken outside of school opening / closing times, peak hours, and may be limited to weekend and overnight periods to mitigate the impact of these moving through the highway network. Use of internal haul roads to the Converter Station however should be prohibited outside of core working hours expect in relation to the delivery of transformers to site.

~~2.8.7.5.~~

- 2.8.7.6. All such deliveries will be required to comply with the statutory regulations in terms of consulting with the relevant highway authority, police and other stakeholders. The routing and timing of the AILs will be agreed and communicated to minimise impact to residents and other road users as appropriate. Arrangements to confirm this is secured will be included in the individual CTMP's as necessary.

- 2.8.7.7. Given the anticipated size of the AIL deliveries associated with transformer deliveries and the traffic management required, it is expected that the deliveries would be undertaken overnight or at weekends, require temporary road closures, temporary adjustment of highway geometry and temporary removal of street furniture. Such works would be dealt with under a Minor Works Agreement or Section 278 Agreement. The actual scope of works required would need to be confirmed and agreed with the Local Highway Authority and then undertaken prior to the abnormal loads contractor confirming any further highway amendments that are required as part of the abnormal load procedure.

- 2.8.7.8. For all AIL deliveries, coordination will be required to ensure that access is achievable through traffic management locations along the Onshore Cable Corridor. Where possible, programming of deliveries will aim to prevent AILs from needing to travel through live traffic management locations but where this is required overnight or weekend deliveries (outside of construction working hours) will be used to allow traffic management to be 'pulled in' to ensure adequate width is available for an AIL to pass. Under no circumstances should AIL deliveries be programmed to route along signed diversion routes associated with full road closures unless these are undertaken overnight or outside of normal working hours..

### 2.8.7.9.

A specialist abnormal load contractor, Collett, has developed the study titled Route Access Survey Study contained within Appendix A of the Supplementary Transport Assessment (REP1-142) and Appendix 5 of this document. This considers the local highway requirements for the delivery of large transformers to the Converter Station via AILs. It is anticipated that AILs would use the same route as National Grid transformer deliveries completed to Lovedean substation in 2018 as follows:

- A3 (Mile End Road): a dual-carriageway with 2/3 lanes in each direction, which directly serves Portsmouth Cargo Port, subject to a 40mph speed limit;
- A3 Twyford Avenue / Northern Parade: a wide single-carriageway road with some on-street parking which mainly provides access to residential properties but also some commercial properties. Twyford Avenue and Northern Parade are subject to a 30mph speed limit;
- A3 London Road: A dual-carriageway with 2/3 lanes in each direction, subject to a 30mph speed limit;
- A27 Havant Bypass: a dual carriageway with 2/3 lanes in each direction, subject to the national speed limit and part of the Strategic Road Network.
- A3(M): a dual carriageway with 2/3 lanes in each direction, subject to the national speed limit and part of the Strategic Road Network.

## 2.9. CONSTRUCTION ACTIVITIES

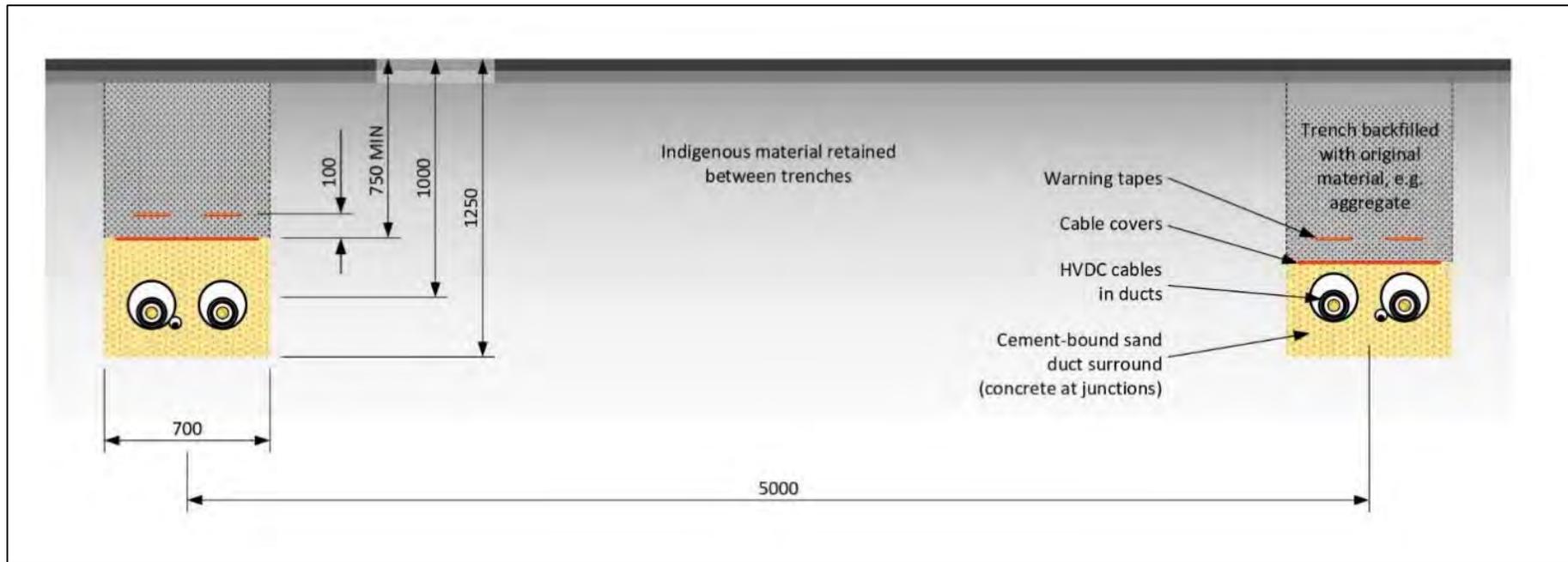
### 2.9.1.1.

This section provides further detail on the different construction methods to be employed along the Onshore Cable Corridor. These methods are determined according to the complexity and constraints of the surrounding environment, and the type of infrastructure being installed.

### 2.9.2. OPEN CUT TRENCH

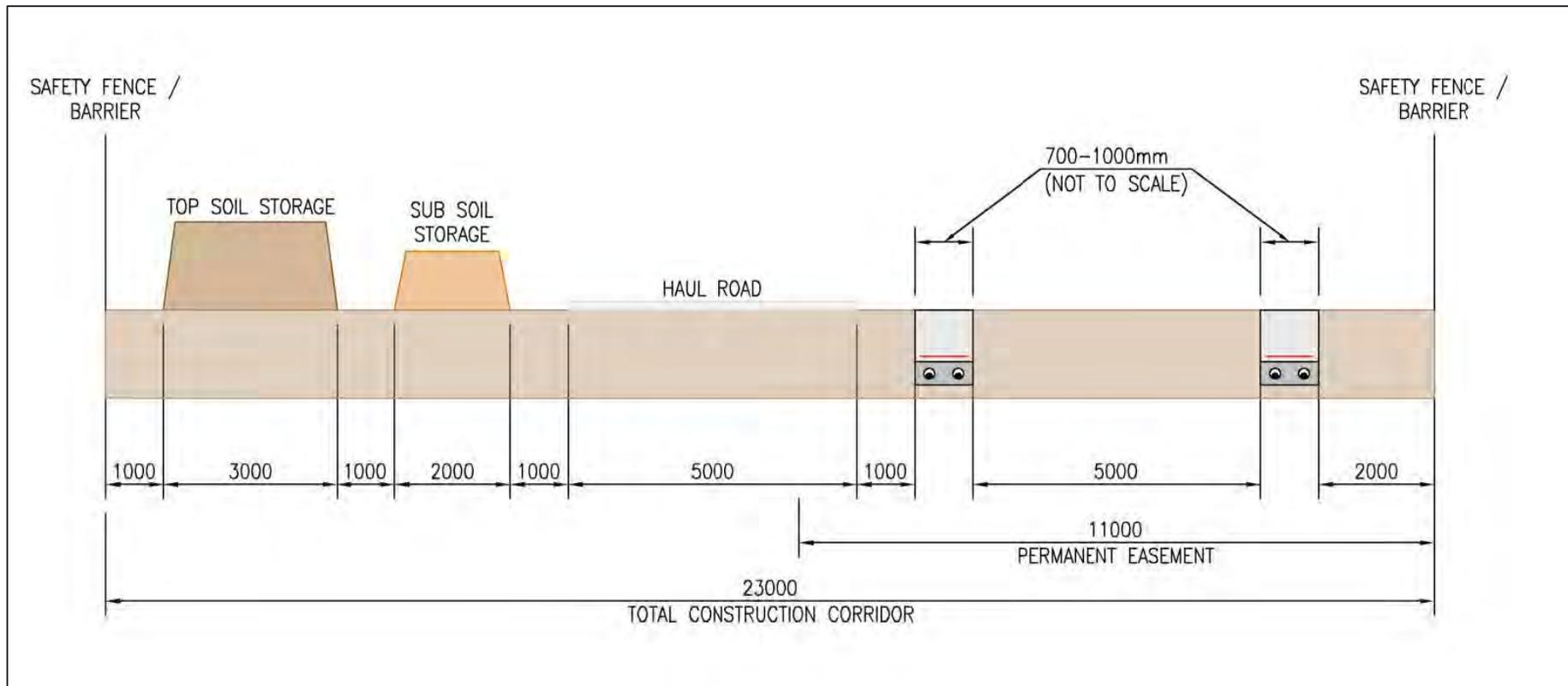
#### 2.9.2.1.

The majority of the Onshore Cable Route will be constructed utilising an open cut trench method. The cable ducts will be installed and the trenches reinstated before the cables are pulled through the ducts and connected at Joint Bays. The installation of ducts minimises the duration of trenching operations, allowing highways to be reinstated more quickly. Plate 3 provides a typical cross-section of open cut trench works. The trenches will typically be in the region of 700 mm wide ~~and~~ and a minimum of five metres apart, although this may vary to respond to specific constraints encountered.



**Plate 3 - Typical arrangement of HVDC and FOC cables in roads, verges and footpaths (all measurements in mm)**

- 2.9.2.2. A large proportion of the Onshore Cable Route will be within the public highway and typically one trench will be opened and reinstated before the second trench is opened in any particular section. In some locations the Onshore Cable Route may cross fields or open land. The width of the temporary construction corridor within these locations will include land necessary for temporary access and construction works. Typically, the width of the temporary construction corridor required through fields/open land is approximately 23 m (this includes a ~~five-metre~~five-metre haul road and safety clearance distance of one metre either side of this haul road) between safety barriers. This is shown in Plate 4.
- 2.9.2.3. The installation rate for cable ducts is approximately 12 m to 30 m per 10-hour day shift, on average, within urban areas and approximately 50 m per day in open country. These typical installation rates are per gang, per shift and are dependent upon the level of obstacles and utility services encountered within the road or constraints that need to be observed to minimise the impacts during the Construction Stage. Further information on the anticipated rates of installation along the Onshore Cable Corridor is available at Appendix 2 to the ES Addendum (REP1-138).



**Plate 4 - Typical Onshore Cable Route Cross-Section within Fields or Open Land (all measurements in millimetres)**

### 2.9.3. HORIZONTAL DIRECTIONAL DRILLING/TRENCHLESS

#### 2.9.3.1.

There are six locations along the Onshore Cable Corridor where the ducts will be installed by HDD or other Trenchless Techniques. This allows for the Cable Circuits to cross under certain constraints along the route, namely water ways and environmentally sensitive areas, without causing any adverse impacts. This method will also be used to bring the Marine Cables to the Landfall. It limits disturbance to the environment when compared with open trenching techniques. The 6 HDD locations are:

- HDD-1: Landfall at Eastney (located within section 10);
- HDD-2: Milton and Eastney Allotments (between north-east of Bransbury Park and Thatched House public house car park) (located within section 9);
- HDD-3: Langstone Harbour crossing (between Kendall's Wharf and Farlington Playing Fields) (located within section 7);
- HDD-4: Farlington Railway Crossing (between Farlington Playing Fields and southern extent of Sainsbury's car park) (located within section 6 and section 7);
- HDD-5: Kings Pond near Anmore (between Kings Pond Field and field north of Anmore Road) (located within section 3); and
- HDD-6: Milton Common, crossing under the sea defence (located within section 8).

#### 2.9.3.2.

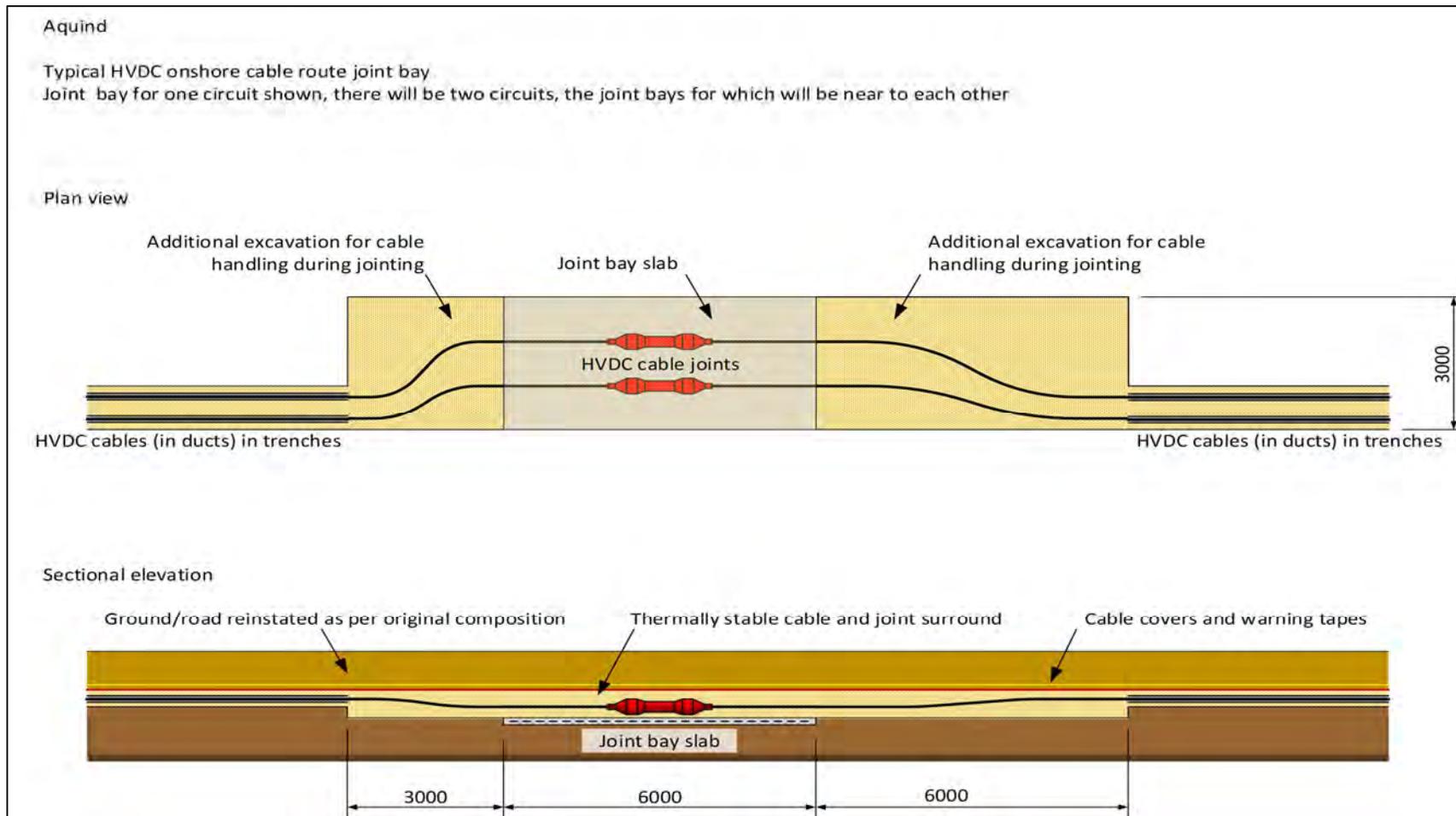
The HDD operations require a suitable space for the temporary construction area (including temporary access/egress routes) which will vary depending on the length and size of the HDD works in the respective locations. The HDD operations require a working area at the start and finish point (or entry and exit point) to locate the drilling rig, water bowser/pump, generator, layout of ducts/pipes and other construction equipment. Land within the Order Limits is to be utilised to facilitate the HDD construction works. Further information on the requirements for the individual HDD locations is provided within the HDD Position Statement (REP1-132). For each individual HDD location, a delivery plan will be formulated which will provide a management strategy for the offloading of materials arriving on-site. The delivery plan will also include details of the anticipated frequency of deliveries and time restrictions as set-out in this FCTMP.

#### 2.9.3.3.

For HDD-4, a ~~Trenchless-trenchless~~ Technique similar to HDD has been selected for the installation of the Cable Route under the railway north of Farlington Railway Crossing from the playing fields, known as Micro-Tunnelling. Micro-Tunnelling enables the Cables to be installed within ducts or pipes under a feature such as a railway with minimal impact on that feature, and for this reason is the preferred method of crossing railway infrastructure.

## 2.9.4. JOINT BAYS

2.9.4.1. At specific intervals along the Onshore Cable Route Joint Bays will be situated from which the operation of pulling the Cables and jointing of the Cables will take place. Plate 5 shows a typical schematic of a joint bay which will be in the region of 15 m by 3 m excavation per joint bay plus compound requirements. The operation will require a compound and Laydown Area for material and parking to be created and will be situated out of the public highway unless unfeasible to do so. Access to each Joint Bay will be required from the highway. The completed Joint Bay footprint will be approximately 6 m by 3 m, and each Joint Bay will be approximately 1.85 m in depth.



**Plate 5 – Typical Schematic of Joint Bay (distances in millimetres)**

# 3. VEHICULAR MOVEMENT MANAGEMENT

## 3.1. OVERVIEW

3.1.1.1 The Framework CTMP's purpose is to consider the Construction Stage only. This section discusses the vehicular access and route strategy for construction vehicles. The vehicular movement strategy for construction is based on a number of core principles:

- Ensuring a safe and efficient use of road space to provide access to the construction site;
- Minimising the number of vehicle movements and reducing impact as far as practical by the use of mitigation measures as required;
- Use of the shortest but most suitable routes to the construction sites; and
- Avoiding residential areas and those near sensitive receptors such as schools etc.

3.1.1.2 The Framework CTMP should also be read in conjunction with the following transport reports completed for the Project:

- Appendix 6 (Framework Traffic Management Strategy) of Appendix 22.1 of ES Volume 3 (REP1-068): This document provides details of the traffic management required to facilitate construction of the Onshore Cable Route within or adjacent to public highway. The Framework Traffic Management Strategy sets out the overarching principles and methodology for traffic management to be used during the Construction Stage. Individual traffic management strategies in relation to works along the Onshore Cable Route in the highway are required to be prepared and approved by the relevant highway ~~authority~~ authority.
- Appendix 22.1 of ES Volume 3 (Transport Assessment) (APP-448): This document provides an assessment of the impacts of the Construction Stage, both in relation to the Converter Station and Onshore Cable Route. It also provides details of proposed mitigation measures that will be provided as part of the Proposed Development.

- This Supplementary Transport Assessment (REP1-142) and Supplementary Transport Assessment Addendum (REP7-065), which details the anticipated impact on all forms of traffic and travel as a consequence of the construction of the Proposed Development.
- Day Lane Technical Note (REP7-046a), which provides details and an assessment of the proposed strategy for the management of HGV access along Day Lane during the construction period.

3.1.1.3. Taking account of these documents, it is appropriate to secure the maximum number of HGV movements that will access the Converter Station per day as detailed within the Day Lane Technical Note (REP7-046a) to ensure that the volume of construction traffic HGVs remain within the parameters assessed for the Proposed Development at peak construction. On this basis, no more than 71 two-way HGV movements (142 in total) should access the Converter Station per day, which will be monitored and enforced through measures contained within Section 8 of this Framework CTMP.

### 3.3.3.2. **VEHICLE ROUTING STRATEGY**

3.3.1.1.3.2.1.1. Vehicular access to the construction works will follow three levels of road hierarchy.

- Level 1 Strategic Road Network – These are roads managed by Highways England being motorways and trunk roads which provide access to the construction sites from a wide catchment area to be distributed by the lower levels of road.
- Level 2 Primary and Local Road Networks – These being roads under the authority of Hampshire County Council and Portsmouth City Council, which provide access to the Converter Station from the Strategic Road Network and most of the Onshore Cable Corridor.
- Level 3 Access Road – These will be temporary haul roads created by the construction contractors linking back to the Level 2 road network. These also may be existing privately owned roads utilised for the construction purposes.

3.3.1.2.3.2.1.2. Taking account of this road hierarchy, all construction traffic related to the Converter Station will be required to use the A3, M27, M3 or A27 Strategic Road Network to access the A3(M) where access to the Converter Station will be achieved only from A3(M) Junction 2, Dell Piece West, A3 Portsmouth Road, Lovedean Lane and Day Lane / Broadway Lane. A plan showing these construction traffic routes is included within Appendix 5-76 of this FTCMP.

### 3.4.3.3. **WORKING HOURS**

~~3.4.1.1.~~ Working hours for the installation of the Onshore Route are shown in [Table 4](#).

~~3.4.1.2.3.3.1.1.~~ [Table 4](#).

**Table 4 - Working Hours**

Activity	Anticipated working hours per day	Anticipated working days per week
<b>Converter Station Area Construction</b>	10 hour shifts, 08:00 – 18:00	6 days*
<b>Marine Cable Installation</b>	24 hour shifts	7 days
<b>Onshore Cable Installation</b>	10 hour shifts, 07:00 – 17:00	6 days*
<b>Landfall Installation (including HDD-1, TJB and ORS)</b>	07:00 – 19:00	7 days
<b>HDD-2, HDD-5 and HDD-6 Installation</b>	07:00 - 19:00	6 days*
<b>HDD-3 and HDD-4 Installation</b>	12hr (07:00 to 19:00) to 24 hour shifts	7 days

\*Day 6 is Saturday working which is typically a 5-hour shift 08:00 to 13:00.

### 3.4.2.3.3.2. **TIMING OF MOVEMENTS**

~~3.4.2.1.3.3.2.1.~~ HGV movements to the works sites will be as restricted to reduce impact to the surrounding road ~~network.~~ network.

~~3.4.2.2.3.3.2.2.~~ For all sections of the Onshore Cable Corridor, additional restrictions on HGV movements will be included to suit local sensitive receptors, such as schools. Local schools include:

- ~~•~~ Lovedean Lane: Woodcroft Primary School, located on Woodcroft Lane 250m from Lovedean Lane;
- B2150 Hambledon Road (in vicinity of Mill Road and Anmore Road): Denmead Junior School and Denmead Infant School, located on Bere Road and Hambledon Road and located approximately 250 m from Mill Road (Denmead);
- A3 London Road: Mill Hill Primary School, located on Mill Road (Purbrook) approximately 300 m from the from Onshore Cable Corridor;
- Farlington Avenue: Solent Junior School located approximately 90 m from the Onshore Cable Corridor on Solent Road and Solent Infant School located on the Onshore Cable Corridor on Eveleigh Road;

- Moorings Way: Moorings Way Infant School, located on the Onshore Cable Corridor; and
- Locksway Road: Mary Rose Academy, located on Locksway Road which will provide direct access to the Onshore Cable Corridor

~~3.4.2.3. Where ALL movements are required these may will be undertaken outside of school opening / closing times, peak hours, and may be limited to weekend and overnight periods to mitigate the impact of these moving through the highway network.~~

3.4.2.4. Vehicle marshals will be ~~required~~ required to direct construction traffic/HGV movements at the Site entrances through to site compound areas. Flash cards will be issued to all HGV drivers and visitors entering and vehicles/deliveries will be provided with escorts where required.

### **LOVEDEAN (CONVERTER STATION AREA)**

**3.4.2.5-3.3.2.4.** General HGV movements will take place between 09:00 and 17:00 for HGVs relating to construction of the Converter Station, therefore avoiding the AM and PM peaks of 08:00-09:00 and 17:00-18:00.

**3.4.2.6-3.3.2.5.** HGV trips may occur in relation to construction of the Onshore Cable Route to deliver equipment to each location, leaving the compound between 07:00- 08:00 in addition to movements between 09:00 – 17:00.

**3.4.2.7-3.3.2.6.** On Saturdays, working hours will be 08:00 to 13:00. HGV movements associated with construction of the Converter Station and construction HGVs traveling to and from the Onshore Cable Route will also occur between these hours.

### **3.4.3-3.3.3. EASTNEY (LANDFALL) (HDD-1)**

**3.4.3.1-3.3.3.1.** On weekdays general HGV movements will take place between 07:00-08:00, 09:00 -17:00 and 18:00-19:00 for HGVs relating to construction of the ORS and Landfall, therefore avoiding the AM and PM peaks of 08:00-09:00 and 17:00-18:00 and matching the proposed working hours of 07:00-19:00.

**3.4.3.2-3.3.3.2.** With regards to the HDD, once drilling plant and cabins have been delivered (a 1-2 day process) the Landfall construction site will only generate HGV movements associated with water, bentonite, fuel and removal of spoil. These movements however will be restricted to outside of the 08:00-09:00 and 17:00-18:00 peak traffic hours.

**3.4.3.3-3.3.3.3.** At weekends, HGV movements will occur between 07:00 and 19:00 in line the construction working hours.

### **3.4.4-3.3.4. ONSHORE CABLE ROUTE**

**3.4.4.1-3.3.4.1.** On weekdays HGVs carrying equipment and material will leave the from the Converter Station Area at 07:00 and arrive on-site before 08:00. General HGV movements will take place between 09:00-17:00 to avoid the peak traffic hours. At the end of the working day, equipment/material will also be transported away from each site, traveling back to the Converter Station Area between 16:00 and 17:00.

**3.4.4.2-3.3.4.2.** On Saturdays, normal working hours will be 08:00 to 13:00. HGV movements associated with construction of the Converter Station and construction HGVs traveling to and from the Onshore Cable Route will also occur between these hours.

**3.4.4.3-3.3.4.3.** HGV movements outside the above stated hours may be required where 24-hour or weekend Onshore Cable Route works are permissible. These movements however will be restricted to outside of the 08:00-09:00 and 17:00 to 18:00 peak traffic hours.

### **3.4.5-3.3.5. HORIZONTAL DIRECTION DRILLING WORKS**

**3.4.5.1-3.3.5.1.** On weekdays where working hours are 07:00-19:00 HGV movements associated with HDD works will occur over the same period but be restricted to outside of the

08:00-09:00 and 17:00-18:00 peak traffic hours. Where 24-hour construction working hours are used HGV movements between 19:00-07:00 will be restricted to avoid disturbance to nearby residential properties. However, in areas that are not in close proximity to residential properties, some HGV movements may occur within this timeframe.

3.4.5.2.3.3.5.2. On Saturdays where 08:00 to 13:00 working hours are utilised; HGV construction traffic movements will occur between these hours.

3.4.5.3.3.3.5.3. On weekends where 07:00-19:00 working hours are utilised; HGV construction traffic movements will occur between these hours. Where 24-hour construction working hours are used HGV movements between 19:00-07:00 will be restricted to avoid disturbance to nearby residential properties. However, in areas that are not in close proximity to residential properties, some HGV movements may occur within this timeframe.

3.4.5.4.3.3.5.4. For each individual HDD location, a delivery plan will be formulated which will provide a management strategy for the offloading of materials arriving on-site. The delivery plan will also include details of the anticipated frequency of deliveries and time restrictions as set-out in this FCTMP.

3.4.5.5.3.3.5.5. Non HGV construction vehicle movements will be required throughout the day at HDD locations due to the different functions performed by specialist construction workers. To accommodate for this, a small car parking area (less than 10 vehicles) may be provided within each HDD compound to provide for construction worker parking. Construction staff working normal shift patterns will arrive / depart by minibus or works van wherever practicable and parking of construction worker vehicles outside of HDD compound will not be permitted and will be enforced by the contractor.

### 3.4.6.3.3.6. **TRENCHLESS SOLUTION UNDER SOUTH COAST RAILWAY (HDD-4)**

3.4.6.1.3.3.6.1. On weekdays where working hours are 07:00-19:00 HGV movements will occur 07:00-08:00, 09:00-17:00 and 18:00-19:00 therefore avoiding the AM and PM peaks of 08:00-09:00 and 17:00-18:00. There may be a requirement for some HGV movements outside of those time periods presented above to support 24 hour working (though not during the peak traffic hours of 08:00-09:00 and 17:00-18:00)). However, endeavours will be made to avoid HGV movements between the hours of 19:00 to 07:00 to avoid disturbance to nearby residential properties.

3.4.6.2.3.3.6.2. On weekends where 07:00-19:00 working hours are utilised; HGV construction traffic movements will occur between these hours. Where 24-hour working is required endeavours will be made to avoid HGV movements between the hours of 19:00-07:00 to avoid disturbance to nearby residential properties.

### 3.4.7.3.3.7. ISSUES AND CONSTRAINTS IDENTIFIED

3.4.7.1.3.3.7.1. There are a number of common issues that extend over the Onshore Cable Corridor. Table 5 lists those common issues and constraints and identifies the mitigations proposed to address them in so far as reasonably practicable.

**Table 5 - Common Issues and Constraints – Onshore Cable Route**

Issue/constraint	Mitigation stage	Proposed Mitigations
<b>Narrow rural roads/no pedestrian footways/unrestricted speed limit</b>	Route planning and CTMP	Routing strategy, traffic management and signage to be agreed with HCC and PCC
<b>Narrow residential streets with on-street parking</b>	Route planning	Parking suspension, HGV routing strategy, communication with residents
<b>Congestion and impact on strategic roads</b>	Route planning, Framework Traffic Management Strategy and CTMP	Traffic capacity assessments. Vehicle movements restricted to outside of peak hours.
<b>Geometry of junctions and roads not suitable and visibility constrained for proposed construction vehicles</b>	Route planning and design stage	Interventions proposed and agreed with highway authority
<b>Long diversion routes for closed roads</b>	Route planning and design stage	Construction techniques to avoid road closures if possible. Advanced signage/communication with local communities

### 3.5.3.4. HGV ROUTES

3.5.1.1.3.4.1.1. An assessment has been made of potential HGV routes to access the Converter Station Area and Onshore Cable Corridor and is detailed in sections 3.4.2 to 3.4.11. These routes will be communicated to all hauliers and managed/enforced via inclusion within the individual CTMP's as necessary.

3.5.1.2.3.4.1.2. Drivers will be required to adhere to all existing restrictions such as weight and height restrictions. Temporary signage will be utilised to direct construction traffic to

compounds and site accesses. The signage required will be agreed with the relevant local highway authorities.

3.5.1.3.3.4.1.3. A plan identifying construction access points is presented in Appendix 4.

3.5.2.3.4.2. **SECTION 1 – LOVEDEAN (CONVERTER STATION AREA)**

3.5.2.1.3.4.2.1. HGV construction traffic will use ~~junction~~ Junction 2 of A3(M), B2149 Dell Piece West, A3 Portsmouth Road, Lovedean Lane and Day Lane and Broadway Lane.

3.5.2.2.3.4.2.2. No construction traffic (HGVs and constructions workers) will use the route from the south from Hambledon Road via Soake Road, Anmore Road, Anmore Lane and Broadway Lane.

3.5.2.3.3.4.2.3. There are no vehicular restrictions in this section other than geometric constraints along Day Lane and Broadway Lane. Day Lane and Broadway Lane are rural country lanes with a general width of 6.0 m or less. Each are bordered by hedgerow/grass verges without footways. Given its existing width, passing bays will be implemented on Day Lane to able to accommodate two-way HGV traffic as discussed in Section 6.2. Vehicles entering and exiting the Converter Station Area will be controlled along Day Lane with the vehicle routing and management strategy discussed in further detail in Section 6.2.2.

3.5.3.3.4.3. **SECTION 2 – ANMORE**

3.5.3.1.3.4.3.1. HGV construction traffic within Section 2 will travel directly from the Converter Station compound via the internal haul road and therefore HGV movements on highway will be limited to the assigned route to from the A3(M).

3.5.3.2.3.4.3.2. No construction traffic will use the route from the south from B2150 Hambledon Road via Soake Road, Anmore Road and Anmore Lane.

3.5.3.3.3.4.3.3. There are no vehicular restrictions in this section other than those mentioned in Section 1.

3.5.4.3.4.4. **SECTION 3 – DENMEAD/KINGS POND MEADOWS**

3.5.4.1.3.4.4.1. HGV construction traffic to/from Anmore Road and Kings Pond will be routed either via the Converter Station Area and A3 London Road, B2150 Hambledon Road and Mill Lane or directly from ~~junction~~ Junction 3 A3(M), Hulbert Road, A3 London Road, B2150 Hambledon Road and Mill Road.

3.5.4.2.3.4.4.2. No construction traffic will use routes along Broadway Lane south of the Converter Station Area or Soake Road. This will be managed and enforced by provision of route planning information by the contractor.

3.5.4.3.3.4.4.3. There are no vehicular restrictions in this section but the width of Mill Lane in combination with exiting on-street parking may restrict access by abnormal loads. This on-street parking would therefore need to be temporarily suspended. The width of Anmore Road between Mill Road and the proposed construction access location

may require management to prevent conflicts between HGVs and private vehicles.

### 3.5.5.3.4.5. SECTION 4 – HAMBLEDON ROAD TO FARLINGTON AVENUE

3.5.5.1.3.4.5.1. Given the length of this section, HGV construction traffic will use different routes depending upon the location of the Onshore Cable Corridor construction works unless it is travelling to /from the Converter Station Area. All HGVs using the Converter Station Area will use Day Lane, Lovedean Lane, A3 London Road and B2150 Hambledon Road to reach the relevant construction location.

3.5.5.2.3.4.5.2. HGV construction traffic not travelling via the Converter Station Area will use the following routes:

- B2150 Hambledon Road: Junction 3 A3(M), Hulbert Road and A3 London Road;
- A3 Maurepas Way/London Road north of Ladybridge Roundabout: Junction 3 A3(M), Hulbert Road, A3 Maurepas Way and A3 London Road;
- A3 London Road south of Ladybridge roundabout: Junction 4 A3(M), Purbrook Way, Stakes Road, Ladybridge Road and A3 London Road;
- B2177 Portsdown Hill Road: Junction 5 A3(M), Bedhampton Hill and B2177 Portsdown Hill Road; and
- Farlington Avenue: A27, A2030 Eastern Road, Havant Road and Farlington Avenue.

3.5.5.3.3.4.5.3. No construction traffic will use Frenstaple Road, Stakes Hill Road and Crookhorn Lane. This will be managed and enforced by provision of route planning information by the contractor.

3.4.5.4. Restrictions in this section include the 'Access Only' 7.5 tonne weight restriction on Farlington Avenue which will be required to be rescinded for the duration of the works on Farlington Avenue. This weight restriction has been implemented in conjunction with the existing traffic calming measures to reduce use of Farlington Avenue as a through-route.

~~3.5.6.0.~~

### 3.5.7.3.4.6. SECTION 5 – FARLINGTON

3.5.7.1.3.4.6.1. HGV construction traffic will use junction 5 A3(M), A2030 Havant Road, Farlington Avenue and A2030 Eastern Road or A27 junction with A2030 Eastern Road.

3.5.7.2.3.4.6.2. No construction traffic will use any surrounding residential roads. This will be managed and enforced by provision of route planning information by the contractor.

3.5.7.3.3.4.6.3. Restrictions in this section include the 'Access Only' 7.5 tonne weight restriction on Farlington Avenue which will be required to be rescinded for the duration of the works on Farlington Avenue.

### **3.5.8.3.4.7. SECTION 6 – ZETLAND FIELD & SAINSBURY’S CAR PARK**

**3.5.8.1.3.4.7.1.** HGV construction traffic will use junction 5 A3(M), A2030 Havant Road, and A2030 Eastern Road or A27 junction with A2030 Eastern Road.

**3.5.8.2.3.4.7.2.** No construction traffic will use Lower Farlington Road or Fitzherbert Road. This will be managed and enforced by provision of route planning information by the contractor.

**3.5.8.3.3.4.7.3.** There are no vehicular restrictions in this section and no geometric constraints have been identified.

### **3.5.9.3.4.8. SECTION 7 – FARLINGTON JUNCTION TO AIRPORT SERVICE ROAD**

**3.5.9.1.3.4.8.1.** HGV construction traffic will use the A27 junction with the A2030 Eastern Road northbound for the Farlington Playing Fields works and southbound for Portsea Island works. All site access on A2030 Eastern Road will be operated on a left-in, left-out basis. Vehicles exiting the site on the southbound carriageway of the A2030 Eastern Road will be required to use Airport Service Road, Robinson Road and Anchorage Road to access to the A2030 northbound carriageway and exit Portsea Island.

**3.5.9.2.3.4.8.2.** No construction traffic will use the London Road, Copnor Road and Norway Road. This will be managed and enforced by provision of route planning information by the contractor.

### **3.5.10.3.4.9. SECTION 8 – EASTERN ROAD (ADJACENT TO GREAT SALTERNS GOLF COURSE) TO MOORINGS WAY**

**3.5.10.1.3.4.9.1.** HGV construction traffic will use the A27 junction with A2030 Eastern Road for access. All site access on A2030 Eastern Road will be operated on a left-in, left-out basis. Vehicles exiting the site on the southbound carriageway will be required to use Velder Avenue and Rodney Road to complete a u-turn at the Rodney Road / Fratton Road roundabout and then exit Portsea Island via the A2030 Eastern Road northbound carriageway.

**3.5.10.2.3.4.9.2.** No construction traffic will use the section from Copnor Road to Milton Road. This will be managed by provision of route planning information by the contractor.

### **3.5.11.3.4.10. SECTION 9 – MOORINGS WAY TO BRANSBURY ROAD**

**3.5.11.1.3.4.10.1.** HGV construction traffic will use A27 junction with A2030 Eastern Road, A288 Eastney Road, Milton Avenue, Moorings Way, Locksway Road, Kingsley Road, and Bransbury Road.

**3.5.11.2.3.4.10.2.** No construction traffic will enter the 5-tonne restricted zone of Salterns Avenue residential area. Traffic will not use other residential side streets to travel north or

south but will return to A88 Eastney Road or A2030 Milton Road. Construction traffic will leave Portsea Island via A2030 Eastern Road only.

3.5.11.3.3.4.10.3. There are no vehicular restrictions in this section other than geometric constraints associated with use of residential roads such as Locksway Road, Kingsley Road and Bransbury Road. These are generally 6.0-7.0 m in width with on-street parking on at least one-side of the carriageway. Taking this into account, the contractor will be required to use smaller construction vehicles and plant when accessing these roads and there may be a need to temporarily suspend on-street parking on parts of Locksway Road and Kingsley Road.

### 3.5.12.3.4.11. SECTION 10 – EASTNEY (LANDFALL)

3.5.12.1.3.4.11.1. HGV construction traffic will use the A27 junction with A2030 Eastern Road, A288 Eastney Road and Bransbury Road, Henderson Road and Fort Cumberland Road.

3.5.12.2.3.4.11.2. No construction traffic will use the section of Henderson Road to the roundabout with A288 Cromwell Road. This will be managed and enforced by provision of route planning information by the contractor.

3.5.12.3.3.4.11.3. There are no vehicular restrictions in this section, no geometric constraints have been identified other than removal of the existing height restriction gate at the existing public car park.

### 3.6.3.5. ABNORMAL LOAD ROUTES

3.6.1.1.3.5.1.1. An assessment has been made of potential Abnormal Load routes to access the Converter Station Area and Onshore Cable Corridor and is detailed in sections 3.5.2 to 3.5.10.3.5.9. These routes will be communicated to all hauliers and managed/enforced via inclusion within the individual CTMP's as necessary.

3.6.1.2. This section sets out elements relevant to Abnormal Loads, over and above the general information applicable to HGVs set out above.

### 3.6.2.3.5.2. SECTION 1 – LOVEDEAN (CONVERTER STATION AREA)

3.5.2.1. Geometric constraints at the A3 Portsmouth Road / Dell Piece West / Catherington Lane signalised junction mean AIL manoeuvres associated with transformer deliveries to the Converter Station may require temporary removal of traffic signal poles and other street furniture. These removals-manoeuvres will be undertaken with support of escort vehicles. Any temporary removal of traffic signal poles will be completed via the relevant local authorities traffic signal maintenance contractor.

### 3.5.3. SECTION 3 – DENMEAD/KINGS POND MEADOWS

3.5.3.1. Abnormal load deliveries to Kings Pond will be routed via Junction 3 A3(M), Hulbert Road, A3 London Road, B2150 Hambledon Road and Mill Road and Anmore Road.

3.5.3.2. There are no vehicular restrictions in this section but the width of Mill Lane in combination with exiting on-street parking may restrict access by abnormal loads. This on-street parking, alongside the on-street parking on Anmore Road in the vicinity of the junction with Mill Road, would therefore need to be temporarily suspended for the duration of cable drum deliveries. The width of Anmore Road between Mill Road and the proposed construction access location requires management to prevent conflicts between HGVs and private vehicles.

~~3.6.3.0.~~

#### ~~3.6.4.~~3.5.4. **SECTION 4 – HAMBLEDON ROAD TO FARLINGTON AVENUE**

3.5.4.1. Abnormal load vehicles completing cable drum deliveries to/from B2150 Hambledon Road will be routed via Junction 3 A3(M), Hulbert Road and A3 Maurepas Way.

3.5.4.2. Cable drum delivery vehicles travelling to Joint Bay locations on A3 London Road will travel along one of the following routes depending upon the delivery location. For deliveries north of Ladybridge Roundabout vehicles will use Junction 3 of A3(M), B2150 Hulbert Road and A3 Maurepas Way to access A3 London Road. Exit from the delivery site would then be via Ladybridge Road, Stakes Road, Purbrook Way and Junction 4 of A3(M).

3.5.4.3. For deliveries south of Ladybridge Roundabout the following route will use:

- Junction 4 of A3(M), Purbrook Way, Stakes Road and Ladybridge Road to access A3 London Road south of Ladybridge Roundabout; or
- M27 Junction 12, A3 Southampton Road and A3 London Road south of Portsdown Hill Road, with vehicles continuing either along A3 London Road / Boundary Way depending upon height requirements of the abnormal load

~~3.6.4.1.~~3.5.4.4. Due to their size and weight, cable drum delivery vehicles accessing Joint Bays on Portsdown Hill Road and Farlington Avenue will use A3(M) Junction 4, Purbrook Way, Stakes Road, Ladybridge Road and A3 London Road. Exit would be via A3 London Road to Cosham, with the delivery vehicle continuing along A3 Southampton Road to reach the M275 / M27.

#### ~~3.6.5.~~3.5.5. **SECTION 5 – FARLINGTON**

~~3.6.5.1.~~3.5.5.1. Due to their size and weight, cable drum delivery vehicles accessing Joint Bays on Portsdown Hill Road and Farlington Avenue will use A3(M) Junction 4, Purbrook Way, Stakes Road, Ladybridge Road and A3 London Road. To gain access to the Portsdown Hill car park, the existing traffic island and posts will need to be temporarily removed. Exit would be via A3 London Road to Cosham, with the delivery vehicle continuing along A3 Southampton Road to reach the M275 / M27.

Abnormal load deliveries to A2030 Eastern Road within this section will travel via A27 and A2030 Eastern Road or Junction 5 of the A3(M) and A2030 Havant Road depending upon which side of the carriageway the delivery is required.

3.5.5.2.

### 3.6.6-3.5.6. SECTION 6 – ZETLAND FIELD & SAINSBURY'S CAR PARK

3.5.6.1. All Cable drum deliveries to / from Zetland Field, Sainsbury's Car Park and Farlington Playing Fields will travel via M275, A27 Havant Bypass and A2030 Eastern Road.

3.6.6.1-3.5.6.2. There are no vehicular restrictions in this section and no geometric constraints have been identified for general construction ~~traffic~~traffic, but abnormal loads associated with cable drum deliveries may require temporary removal of traffic signal poles on Fitzherbert Road to facilitate access. Any temporary removal of traffic signal poles will be completed via the relevant local authorities traffic signal maintenance contractor.

### 3.6.7-3.5.7. SECTION 7 – FARLINGTON JUNCTION TO AIRPORT SERVICE ROAD

3.6.7.1-3.5.7.1. Due to the 50t weight limit on the Eastern Road bridge south of the A27, cable drum delivery vehicles will route through Portsmouth to gain access to Section 7. Access to Joint Bays in Section 7 from Portsmouth Cargo Terminal will be via A3 Commercial Road, A3 Marketway, A3 Anglesea Road, A2030 Winston Churchill Avenue, A2030 Victoria Road North and A2030 Goldsmith Avenue, Fratton Way, Rodney Road, A2030 Velder Avenue and A2030 Eastern Road. A loop of Airport Service Road, Robinson Way and Anchorage Road will also be required to access construction locations on or adjacent to the southbound carriageway of the A2030 Eastern Road. This routing will also apply to other abnormal loads that are heavier than the A2030 Eastern Road bridge weight restriction.

### 3.6.8-3.5.8. SECTION 8 – EASTERN ROAD (ADJACENT TO GREAT SALTERNS GOLF COURSE) TO MOORINGS WAY

3.6.8.1-3.5.8.1. Restrictions in this section include the 5 tonne weight restrictions on Eastern Avenue and Moorings Way. These are environmental weight restrictions usually intended to protect the character of the area rather than restrictions for structural reasons, which restricts use of these links by HGVs between midnight and 07:00 and 19:00 to midnight Monday to Saturday and all day on Sunday. These restrictions will be required to be disapplied on Saturday and Sunday in relation to Abnormal Loads in connection with the construction of the Onshore Cable Route. The impacts of lifting this restriction can therefore be mitigated by ensuring that access by construction vehicles follows these restrictions through the contractors CTMP.

3.6.8.2-3.5.8.2. Due to the 50t weight limit on the Eastern Road bridge south of the A27, cable drum delivery vehicles will need to route through Portsmouth to gain access to Section 8.

Access to Joint Bays in Section 8 from Portsmouth Cargo Terminal will be via A3 Commercial Road, A3 Marketway, A3 Anglesea Road, A2030 Winston Churchill Avenue, A2030 Victoria Road North and A2030 Goldsmith Avenue, Fratton Way, Rodney Road, A2030 Velder Avenue and A2030 Eastern Road. A loop of Airport Service Road, Robinson Way and Anchorage Road will also be required to access construction locations on or adjacent to the southbound carriageway of the A2030 Eastern Road. This routing will also apply to other abnormal loads that are heavier than the A2030 Eastern Road bridge weight restriction.

~~3.6.9.0.~~

~~3.6.10.3.5.9.~~ **SECTION 9 – MOORINGS WAY TO BRANSBURY ROAD**

~~3.6.10.1.3.5.9.1.~~ Due to the 50t weight limit on the Eastern Road bridge south of the A27, cable drum delivery vehicles will route through Portsmouth to gain access to Section 9. Access to Joint Bays in Section 9 from Portsmouth Cargo Terminal will be via A3 Commercial Road, A3 Marketway, A3 Anglesea Road, A2030 Winston Churchill Avenue, A2030 Victoria Road North, A2030 Goldsmith Avenue, Fratton Way, Rodney Road and A288 Milton Road. At the A288 Milton Road / A2030 Velder Avenue / Rodney Road traffic signal junction cable drum delivery vehicles will be required to turn right, which is a prohibited manoeuvre, and will therefore need to be undertaken with support of escort vehicles. This routing will also apply to other abnormal loads that are heavier than the A2030 Eastern Road bridge weight restriction.

~~3.6.11.3.5.10.~~ **SECTION 10 – EASTNEY (LANDFALL)**

~~3.6.11.1.3.5.10.1.~~ Due to the 50t weight limit on the Eastern Road bridge south of the A27, cable drum delivery vehicles will route through Portsmouth to gain access to Section 10. Access to Joint Bays in Section 9 from Portsmouth Cargo Terminal will be via A3 Commercial Road, A3 Marketway, A3 Anglesea Road, A2030 Winston Churchill Avenue, A2030 Victoria Road North, A2030 Goldsmith Avenue, Fratton Way, Rodney Road, A288 Milton Road and Bransbury Road. At the A288 Milton Road / A2030 Velder Avenue / Rodney Road traffic signal junction cable drum delivery vehicles will be required to turn right, which is a prohibited manoeuvre, and will therefore need to be undertaken with support of escort vehicles. This routing will also apply to other abnormal loads that are heavier than the A2030 Eastern Road bridge weight restriction.

### 3.7.3.6. SECTION SPECIFIC CONSTRAINTS AND ISSUES

3.7.1.1-3.6.1.1. Table 6 details the specific constraints and issues identified. The individual CTMPs will include specific detailed mitigation in relation to these constraints and issues that will be agreed with the relevant highway authorities. Where suspension of parking is required these will be secured through the implementation of Temporary Traffic Regulation Orders (TTROs).

**Table 6 - Cable Route Section Specific Issues and Constraints**

Section	Description	Mitigation stage	Proposed mitigation
1	Geometry of Broadway Lane junction with Day Lane and Day Lane	Design / Construction	Junction modification, provision of passing bays, traffic management and construction traffic marshalling  <u>Use of Traffic Regulation Orders to enforce use of agreed access routes to / from Converter Station</u>
1	Geometry of A3 Portsmouth Road / Dell Piece West / Catherington Lane traffic signal junction for abnormal loads	Design / Construction	Temporary Junction modification, traffic management and construction traffic marshalling
1	A3 Portsmouth Road / Lovedean Lane	Design / Construction	Temporary Junction modification, traffic management and construction traffic marshalling
1	Lovedean Lane / Day Lane	Design / Construction	Temporary Junction modification, traffic management and construction traffic marshalling
<u>1</u>	<u>Day Lane traffic speeds</u>	<u>Construction</u>	<u>Temporary 30mph speed limit to be introduced during construction</u>
<u>1</u>	<u>Broadway Farm Access (for construction of permanent access point)</u>	<u>Construction</u>	<u>Traffic marshalling</u>

Section	Description	Mitigation stage	Proposed mitigation
2	Anmore Road open cut trench crossing	Design	Traffic management/diversions
2	Anmore Road access to haul roads / HDD site due to narrow carriageway width <u>and on-street parking</u>	Design / Construction	Temporary junction design/traffic management/construction traffic marshalling. <u>Temporary suspension of on-street parking to allow abnormal load deliveries.</u>
3	Mill Road narrow width / on-street parking	Construction	Temporary suspension of on-street parking to allow abnormal load deliveries.
4	Farlington <del>Read</del> <u>Avenue</u> 7.5 tonne weight restriction, <del>and</del> geometry <u>and on-street parking</u>	Construction	Suspension of weight restriction / traffic routing. <u>Temporary suspension of on-street parking / overnight road closure to allow abnormal load deliveries.</u>
<u>4</u>	<u>Hambledon Road (spur)</u>	<u>Construction</u>	<u>Temporary suspension of on-street parking to allow abnormal load deliveries.</u>
5	Farlington <del>Read</del> <u>Avenue</u> 7.5 tonne weight restriction, <del>and</del> geometry <u>and on-street parking</u>	Construction	Suspension of weight restriction / traffic routing. <u>Temporary suspension of on-street parking / overnight road closure to allow abnormal load deliveries.</u>
6	A2030 Eastern Road Zetland Field access	Design / Construction	Left turn in left turn out junction and / or construction traffic marshalling
6	A2030 Eastern Road / Fitzherbert Road traffic signal junction	Design / Construction	Temporary Junction modification, traffic management and traffic marshalling of all construction traffic vehicles.
7	A2030 Eastern Road access Farlington sports fields	Design / Construction	No right turn out from car park to Eastern Road / construction traffic marshalling

Section	Description	Mitigation stage	Proposed mitigation
<u>8</u>	<u>A2030 Eastern Road dual-carriageway</u>	<u>Design / Construction</u>	<u>Construction accesses to operate as left-in / left-out junction to avoid the need to cross the carriageway</u>
<b>98</b>	Eastern Avenue 5 tonne vehicular weight restriction	Construction	Suspension of weight restriction
<b>9</b>	Kingsley Road / Locksway Road / <u>Longshore Way/ Moorings Way</u> on-street parking	Construction	Temporary suspension of on-street parking to allow abnormal load deliveries
<b>9</b>	Ironbridge Lane too narrow for rigid HGVs	Construction	Hand carting of materials from Laydown Area.
<b>8,9,10</b>	A2030 Eastern Road bridge 50t weight restriction	Construction	Vehicle routing

### **3.8.3.7. HGV IMPACT REDUCTION**

3.8.1.1.3.7.1.1. The programme will be developed to minimise the overall impact on the road network, by taking account of seasonal peak traffic, events and the impact of reassigned traffic as a result of concurrent works as far as is practicable. The impact of HGV construction traffic on the local community will be required to be mitigated. Mitigation could include, where practicable, restriction of movements at certain times of day, maximising loads to reduce vehicular trips, using local suppliers to reduce vehicular mileage, reusing bulk aggregate delivery HGVs for waste spoil removal, consolidation of deliveries and the use of smaller plant to minimise working widths where constraints require.

3.8.1.2.3.7.1.2. Where sections of the highway have an insufficient width for construction, HGVs should pass without reversing or overrunning the verge or footways especially on the narrow rural roads and residential roads. HGV movements will be controlled and managed where required to ensure conflicts do not arise or are minimised wherever possible. Special measures will be detailed in the individual CTMPs to mitigate the impact to pedestrians on roads that do not have footways, especially the rural roads.

3.8.1.3.3.7.1.3. Wheel washing facilities will be provided where ~~required~~ and required and public roads in the vicinity will be monitored to ensure that they are not contaminated with debris that could become a hazard and will be required to have road sweeping arrangements on call. Dust suppression from the works and movement of vehicles will also be required to be provided.

### **3.9.3.8. COMMUNICATION OF CONSTRUCTION TRAFFIC MOVEMENTS**

3.9.1.1.3.8.1.1. A targeted strategy will be developed to inform the community and road users of upcoming works which may be undertaken through newsletters, road signage and websites (including providing updates to various travel apps/websites). Information could include;

- Duration of works;
- Timing of the works;
- Number of construction movements; and
- Complaint procedure.

3.9.1.2.3.8.1.2. Further details in relation to the required communication strategy in connection with the construction of the Onshore Cable Corridor are provided within the Framework Traffic Management Strategy (REP1-068).

3.9.1.3.3.8.1.3. This includes details of how residents and businesses located on AIL routes will be given at least ten days' notice prior to such movements occurring, which will also be applicable to the delivery of Transformers to the Converter Station.

### **3.10.3.9. CONSTRUCTION WORK SIGNAGE**

3.10.1.1.3.9.1.1. A works signage strategy (including wayfinding across the project for staff) relevant to the works to be undertaken will be agreed with the relevant authorities in the individual CTMP's, to communicate the construction vehicle routes to access the temporary accesses, laydown areas and compounds. The use of communications technology to ensure efficient staff movements will be explored.

3.10.1.2.3.9.1.2. Regular reviews of this strategy will be undertaken in conjunction with the relevant Local Highway Authority so it can be modified if necessary. This process will fall within under the responsibility of the road safety and liaison officer identified in Section 7.3.

## 4. CONSTRUCTION WORKFORCE

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### 4.1. OVERVIEW

4.1.1.1. The Proposed Development is expected to have a maximum of 150 construction workers for Converter Station plus 50-60 construction workers for construction of the Onshore Cable Route at the peak construction year. It is anticipated that up to six construction gangs will be working concurrently along sections of the Onshore Cable Route, and construction may also take place at up to three HDD locations simultaneously. Mitigating the number of vehicular trips generated by construction staff travelling to and from their place of work and between work site locations is a key objective of the individual CTMPs.

### 4.2. CABLE ROUTE CONSTRUCTION WORKERS

4.2.1.1. Up to six construction worker gangs working on the Onshore Cable Route will be permissible at any one time on the highway, in addition to those at up to three HDD locations. The Converter Station will act as the main site compound for all construction workers associated with the Onshore Cable Route. This means that construction workers will generally travel to the Converter Station at the start of each day before being transported to site via minibus or works van where practicable, noting that opportunities to reduce construction worker vehicle trips included in Section 4.3.

### 4.3. STAFF TRAVEL PLANNING STRATEGY

4.3.1.1. This Framework [CTMP Travel Plan](#) provides a framework to enable the production of the [individual CTMPs full Travel Plan once the contractor is appointed](#). Measures to encourage the use of sustainable modes will be encouraged and promoted in the individual CTMPs. Examples of potential mitigation and management measures included [within the Framework Construction Worker Travel Plan are as follows](#):

- Minibuses / construction LGVs will be provided to transport staff to sites as required from the construction compound at the Converter Station. Consolidating all trips to one location will aid the promotion of travel to work by sustainable modes, for example, it could provide greater potential for car sharing options;

- A shuttle bus service(s) will operate between the main local transport hubs (for example Havant Railway station and Waterlooville town centre) and local hotels where construction workers are accommodated to avoid the need for workers to drive to the Converter Station Area construction compound. [A staff travel survey completed at occupation of the Converter Station Area will be used to confirm where this shuttle bus service should operate and](#) ~~This~~ ~~this~~ service will be kept under review during the construction period to ensure that is providing an effective mitigation of private car trips. [Should it become impracticable to operate the service \(due to home location of construction workers or lack of use\) the contractor will be required to consider other alternative sustainable transport measures as set-out in the Framework Construction Worker Travel Plan.](#)
- [Car parking permits will be limited to one permit per 1.5 construction workers at the Converter Station Area to limit vehicle trips made to the site and encourage car sharing;](#)
- Parking will be controlled and prevented at construction sites to ensure construction workers do not park inappropriately on surrounding roads causing nuisance to residents. This will be managed by construction workers being transported to site via minibus / works LGV either directly from local accommodation or Converter Station Area compound wherever practicable;
- Parking will be controlled at HDD compounds through provision of a small suitable parking area to allow for construction workers with atypical shift patterns
- Information boards will be used at the construction compounds detailing public transport information to encourage sustainable travel and to hubs where collection by minibuses is possible;
- Secure cycle parking will be provided at construction compounds;
- Welfare facilities at work sites such as canteens will reduce the need to travel during the working day; and
- Sustainable travel measures, including car sharing [and use of public transport](#), will be encouraged.

4.3.1.2. A Framework Construction Worker Travel Plan is contained within Appendix [687](#).

## 4.4. **WORKER COMMUNICATION STRATEGY**

### 4.4.1. **WORKER INDUCTION**

4.4.1.1. All construction workers will complete a staff induction meeting to familiarise them with requirements of the construction process. As part of this induction an information pack will also be provided to all workers, which will include the following information relevant to construction travel and traffic:

- Permitted HGV routes;
- HGV timing restrictions;
- Site rules for the Converter Station and all other construction locations;
- Driver behaviour requirements;
- Traffic incident management plan; and
- CTMP Contact information (emergency and non-emergency).

## 5. TEMPORARY SITE ACCESSES

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### 5.1. OVERVIEW

5.1.1.1. Locations for site access to haul roads and compounds from the public highway are required. These will be designed to ensure they are safe and delay and impact to the public is minimised.

### 5.2. DESIGN, MANAGEMENT AND MITIGATION

5.2.1.1. Any site access will be designed taking into account existing constraints including speed limit, highway width, traffic restrictions, traffic flows and visibilities. In some cases where geometry and sight lines are limited it may be necessary to temporarily reduce the speed limit in proximity to the entrance via a [Temporary Traffic Regulation Order \(TTRO\)](#). Each access will be designed to comply with the appropriate design guidelines (DMRB, HCC/PCC design standards). A typical temporary construction access layout is shown on Drawing AQ-UK-DCO-TR-LAY-001 included in Appendix [7-98](#) for locations where access will be achieved from the back of footway or edge directly from the edge of carriageway.

5.2.1.2. This typical access layout provides a 12.0m setback from the edge of footway / carriageway to access gates (which would open inwards) to allow adequate space to prevent a construction HGV from blocking back onto the highway. At the access gates themselves, a 6.0m wide access track is provided, which reflects the low number of construction traffic generated at each location and the unlikelihood that two-way access would be needed at any one-time.

5.2.1.3. Heras style fencing will be provided between the access gate and highway, setback at least 2.0m from the highway to ensure visibility splays are maintained. These visibility splays are to be accordance with Manual for Streets 2 where 85<sup>th</sup> percentile vehicle speeds on the main carriageway are less than 37mph. In all other cases DMRB visibility splay standards will be required unless agreed with the Highway Authority.

5.2.1.4. Details of vehicle crossover construction will be confirmed with the Highway Authority during detailed design and any protection of apparatus will be agreed with the statutory undertake in advance of any works.

5.2.1.5. All vehicles will enter and exit via a site access in forward gear, other than in exceptional circumstances, in which case any reversing required will only be undertaken with the aid of a traffic ~~marshall~~marshal (as per the definition in [Table 1](#)) and vehicle warning equipment. Layouts will ensure that vehicles can be ~~checked~~checked and checked and rejected if ~~necessary~~necessary, off the public highway or in an area that is demarcated from the public highway. All site accesses will include appropriate turning spaces to allow both entrance and exit in forward gear and will be laid out to avoid vehicles queuing back on to the highway.

5.2.1.6. Parking of private vehicles of the construction work force will be only permitted within a specifically designated location within the Converter Station Area.

5.2.1.7. Any temporary construction access junction required on the A2030 Eastern Road will be required to operate on a left-in / left-out basis to avoid construction vehicles from crossing the carriageway.

5.2.1.8. The final design of all highway accesses is to be required to be agreed with the relevant highway authority before the commencement of works in relation to the relevant phase of works which the access is required in connection with, and a plan of the accesses anticipated to be required is contained within Appendix 4. These works will be completed via Section 278 agreements and Minor Works Agreements.

### 5.3. SITE ACCESS LOCATIONS

5.3.1.1. The following site accesses have been identified through the proposed design for the Onshore Cable Corridor, all of which are identified on the Access and Rights of Way (AROW) Plans ([REP4REP7-00846](#)).

#### 5.3.2. SECTION 1 LOVEDEAN (CONVERTER STATION)

5.3.2.1. A site access which will become a permanent access will be situated on Broadway Lane just south of the junction with Day Lane. This will provide access to the Converter Station and the fields between the Converter Station and Anmore Lane (as shown in Appendix 2) via an internal haul road. This is shown as point AC/1/a, AC/1/b and AC/1/c on the AROW Plans ([REP4REP7-00846](#)).

#### 5.3.3. SECTION 2 – ANMORE

5.3.3.1. The site access in Section 1 and internal haul road will be utilised as the access point. There will be a required crossing of Broadway Lane between Anmore Lane and Edney’s Lane. However, construction traffic will not be allowed to use this road owing to its narrow nature and geometry which is only suitable for small vehicles. The crossing of Broadway Lane is shown as points AC/1/d and AC/1/e on the AROW Plans ([REP47-00846](#)).

#### 5.3.4. SECTION 3 – DENMEAD/KINGS POND MEADOW

5.3.4.1. An access will be required from Anmore Road to the agricultural fields to the ~~north~~ and south into Kings Pond Meadow via an existing gate. This ~~southern~~ access will be utilised as an entry and exit for the HDD-5 compound. This is shown as points AC/2/a ~~and AC/2/b~~ on the AROW Plans (REP~~47~~-00816).

### 5.3.5. SECTION 4 - HAMBLEDON ROAD TO FARLINGTON AVENUE

5.3.5.1. An access will be made from B2150 Hambledon Road north-west of the junction with Soake Road in Kings Pond ~~Meadow~~. Meadow. Access may be required to the north and south of B2150 Hambledon Road at this location, depending upon the final alignment of the Onshore Cable Route and its construction methodology. This is shown as points AC/3/a and AC/3/b on the AROW Plans (REP~~47~~-00816).

5.3.5.2. An access may also be required from the B2150 Hambledon Road into the Billy's Lake public open space car park. This however would only be required if use of the existing car park access is deemed impracticable during construction of the Onshore Cable Route. This is shown as point AC/3/c on the AROW Plans (REP~~47~~-00816).

5.3.5.3. An access will be required to the triangular plot of land that may serve as a Laydown Area on A3 London Road opposite No. 200 and 208 London Road, Waterlooville. This is shown as point AC/4/a on the AROW Plans (REP~~47~~-00816).

5.3.5.4. The car park on the southside of Portsdown Hill Road near Hilltop Crescent will be utilised for construction purposes and will require the height restriction barrier to be removed. This is shown as point AC/6/a on the AROW Plans (REP~~47~~-00816).

### 5.3.6. SECTION 5 – FARLINGTON

5.3.6.1. An access will be required into the Portsmouth Water land to the south of Eveleigh Road as shown in point AC/6/b on the AROW Plans (REP~~47~~-00816).

### 5.3.7. SECTION 6 – ZETLAND FIELD & SAINSBURY'S CAR PARK

5.3.7.1. An access to the works in Zetland Field will be required as shown on point AC/7/a on the AROW Plans (REP~~47~~REP7-00816).

5.3.7.2. There will be a construction compound in the Sainsbury's car park for the reception pit of Trenchless solution under the south coast railway embankment from Farlington Playing Fields. However, this access will be made from within the Sainsbury's car park (private).

### 5.3.8. SECTION 7 – FARLINGTON JUNCTION TO AIRPORT SERVICE ROAD

5.3.8.1. The Farlington Playing Fields construction works will be assessed from A2030 Eastern Road and the Farlington Playing Fields access road which is not adopted public highway.

5.3.8.2. The HDD compound at the land adjacent to Kendall's Wharf will utilise the existing access to the land at point AC/8/a as shown on the AROW Plans (REP~~47~~-00816).

5.3.8.3. Access to the sports pitches south of the Tudor Sailing Club may also be required at points AC/8/b and AC/8/c as shown on the AROW Plans (REP47-00846), although existing car park access may prove suitable at this location.

~~5.3.8.3.~~ 5.3.8.4. Vehicles exiting AC/8/b on the A2030 Eastern Road will operate on a left-in / left-out basis.

### 5.3.9. SECTION 8 – EASTERN ROAD (ADJACENT TO GREAT SALTERNS GOLF COURSE) TO MOORINGS WAY

5.3.9.1. Access may be required for the area of greenspace located immediately south of the Harvester Restaurant car park, as shown on point AC/8/d-c on the AROW Plans (REP47-00846).

5.3.9.2. If the final alignment of the Onshore Cable Route uses Milton Common, to the contractor may use the East Solent Coastal Partnership (ESCP) compound that will be used as part of the current sea defence works in this area, if this is no longer required by ESCP. This will be accessed from the A2030 Eastern Road south of the Langstone Harbour viewing car park once their works are completed in October 2022 and is shown on point AC/9/a on the AROW Plans (REP47-00846).

5.3.9.3. Should the Onshore Cable Route alignment use the western and southern boundary of Milton Common an additional construction access will also be required at point AC/9/d on the A2030 Eastern Road as shown on the AROW Plans (REP47-00846).

~~5.3.9.3.~~ 5.3.9.4. Vehicles exiting AC/8/c, AC/9/a and AC/9/d on A2030 Eastern Road will also operate on a left-in / left-out basis.

### 5.3.10. SECTION 9 – MOORINGS WAY TO BRANSBURY ROAD

5.3.10.1. Should the Onshore Cable Route alignment use the western and southern boundary of Milton Common a construction access will also be required at point AC/9/b on Moorings Way as shown on the AROW Plans (REP47-00846)

5.3.10.2. The route through Milton Common or the University of Portsmouth playing fields to Longshore Way requires access from Moorings Way where it meets Sanderling Road and Furze Lane and from Longshore Way. This is shown as points AC/9/c, AC/9/e and AC/10/a on the AROW Plans (REP47-00846).

5.3.10.3. The car park to the rear of the Thatched House public house from Locksway Road will be utilised for construction access to HDD-2

5.3.10.4. A construction access from Kingsley Road to the common land south of the allotments will also be required for HDD-2 as shown on points AC/10/b and AC/10/d on the AROW Plans (REP47-00846).

5.3.10.5. The car park access from Bransbury Park from Bransbury Road will be utilised and require the height restriction barrier to be removed.

### 5.3.11. SECTION 10 – EASTNEY (LANDFALL)

5.3.11.1.

The existing car park off Fort Cumberland Road, which is the Landfall and ORS will be utilised for construction access as shown on point AC/10/c on the AROW Plans (REP47-00846)

# 6. REQUIRED HIGHWAY INTERVENTIONS

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## 6.1. OVERVIEW

6.1.1.1. The planning stage has identified interventions at the following locations will be required to facilitate the construction of the Proposed Development:

- Section 1 at the Converter Station access, Day Lane and Lovedean Lane; and
- Section 3 on Anmore Road to access Kings Pond Meadows.

6.1.1.2. The individual CTMPs may identify further interventions that alleviate narrow/constrained roads and junctions with geometry that cannot accommodate the manoeuvring of larger vehicles. This will allay any safety concerns regarding visibility and sight lines. Traffic management measures will be implemented to ensure general traffic can continue to flow safely and effectively around the construction sites related to both the Converter Station and Onshore Cable Route, as well as ensuring construction vehicles can access the relevant worksites safely and with limited delay.

6.1.1.3. This Framework CTMP provides an overview of the interventions that have been identified at this stage. The individual CTMPs will include detail design and independent safety auditing. All will require approval by the relevant Highway Authority.

## 6.2. INTERVENTIONS IDENTIFIED

6.2.1.1. The following measures will be required.

### 6.2.2. SECTION 1 – LOVEDEAN (CONVERTER STATION AREA)

#### Converter Station Access Junction

6.2.2.1. The geometry of the Broadway Lane/Day Lane junction has been identified as a constraint by the design team, third parties during consultation and the abnormal load contractor (as shown in Appendix A of the Supplementary Transport Assessment (REP1-142)). The geometry of the junction cannot be eased owing to the location of existing electrical cable jointing. Therefore, to provide a permanent access junction and facilitate construction there will be an upgrade of the junction of Broadway Lane and Day Lane, which will include the construction of a Haul Road and temporary holding area that ‘smooths’ the corner for large vehicles.

- 6.2.2.1. As can be seen in drawing AQD-WSP-UK-OS-DR-Z-200215 [included in Appendix 2](#), the proposed Haul Road and temporary holding area ~~comprise~~ acomprise a new link to be provided between Day Lane, east of the existing bend, and at Broadway Lane, south of the existing bend. This will provide a managed facility for vehicles entering the Site during the Construction Stage with vehicle movements across Broadway Lane able to be marshalled. This link also accommodates HGV / abnormal load movements and would be retained as a permanent feature (unadopted) to allow future access for such vehicles where required in connection with the operation and maintenance of the Converter Station. However, as is stated in paragraph 1.2.11.3 of the Transport Assessment (APP-448), HGV, Abnormal Loads or AILs will only be required to travel to the Converter Station site in the event of major equipment failure.
- 6.2.2.2. General verge / vegetation cutting back will be required on all sides of Broadway Lane within the bounds of the highway to ensure that adequate visibility splay requirements are met, with all required land falling within the Order Limits, as confirmed by drawing AQD-WSP-UK-OS-DR-Z-200215; [included in Appendix 2](#) and the Indicative Landscape Mitigation Plan ([APP-281REP7-026](#)). The power to carry out such works is included within [Paragraph Article 10](#) of the Draft Development Consent Order (Examination reference: [APP-019REP7-013](#)).
- 6.2.2.3. It should be noted that the proposed Haul Road is to be gated at both the junction with Day Lane and the junction with Broadway Lane, with construction vehicles only being able to gain access via dedicated traffic ~~marshall~~ marshal. In order to ensure that traffic entering the Haul Road does not extend back to the west bound carriageway of Day Lane, the western most gate will be opened first. This is a specific requirement of the Stage 1 Road Safety Audit that has been undertaken of the proposed highway arrangements.
- 6.2.2.4. In order to discourage vehicles from entering and exiting the Converter Station from the south during the Operational Stage (construction traffic movements will not be permitted to make use of this route under traffic ~~marshall~~ marshal control), the following design alterations have been included:
- A 'no right turn' sign and Traffic Regulation Order will be placed on the Converter Station access approximately 10m from the junction with Broadway Lane to inform drivers that this movement is prohibited;
  - A no left turn sign and Traffic Regulation Order will be placed to the south of the Converter Station access to inform drivers that this movement is prohibited; and
  - The radii on the southern side of the access road has been reduced from 10m to 1m to discourage vehicles from turning left into the Site from Broadway Lane.
- 6.2.2.5. It is also proposed that four passing bays be implemented on Day Lane to resolve potential conflicts which may occur due to construction related HGV's meeting

ordinary traffic on this link. The locations of the proposed passing bays can be seen in drawing No. AQ-UK-DCO-TR-LAY-008 (Rev B) included in Appendix 97. The proposed passing bays will form part of the same Section 278 agreement as the proposed works at the Converter Station Area. The final form of the passing bays will be determined at the detailed design stage. It may be necessary that carriageway widening is undertaken on both sides of Day Lane to achieve the necessary width is available to allow a car and an HGV to pass one another and in order to prevent adverse impacts on tree / hedgerow root protection areas.

~~6.2.2.5~~6.2.2.6. The section of Day Lane from its junction with Lovedean Lane through to the Converter Station Access will be subject to a 30-mph speed limit for the duration of the construction of the Converter Station. The extent of the 30mph zone is set out in drawing No. AQ-UK-DCO-TR-LAY-011 (Rev A) included in Appendix 9 of this Framework CTMP. The Applicant will be required to obtain this in the future in relation to the Day Lane works.

6.2.2.7. In addition to these design features, an access strategy document will be produced for the Operational Stage that defines how maintenance vehicles should access the Converter Station. This will include an access route plan, which will follow the same principles as the construction traffic route included within the CTMP.

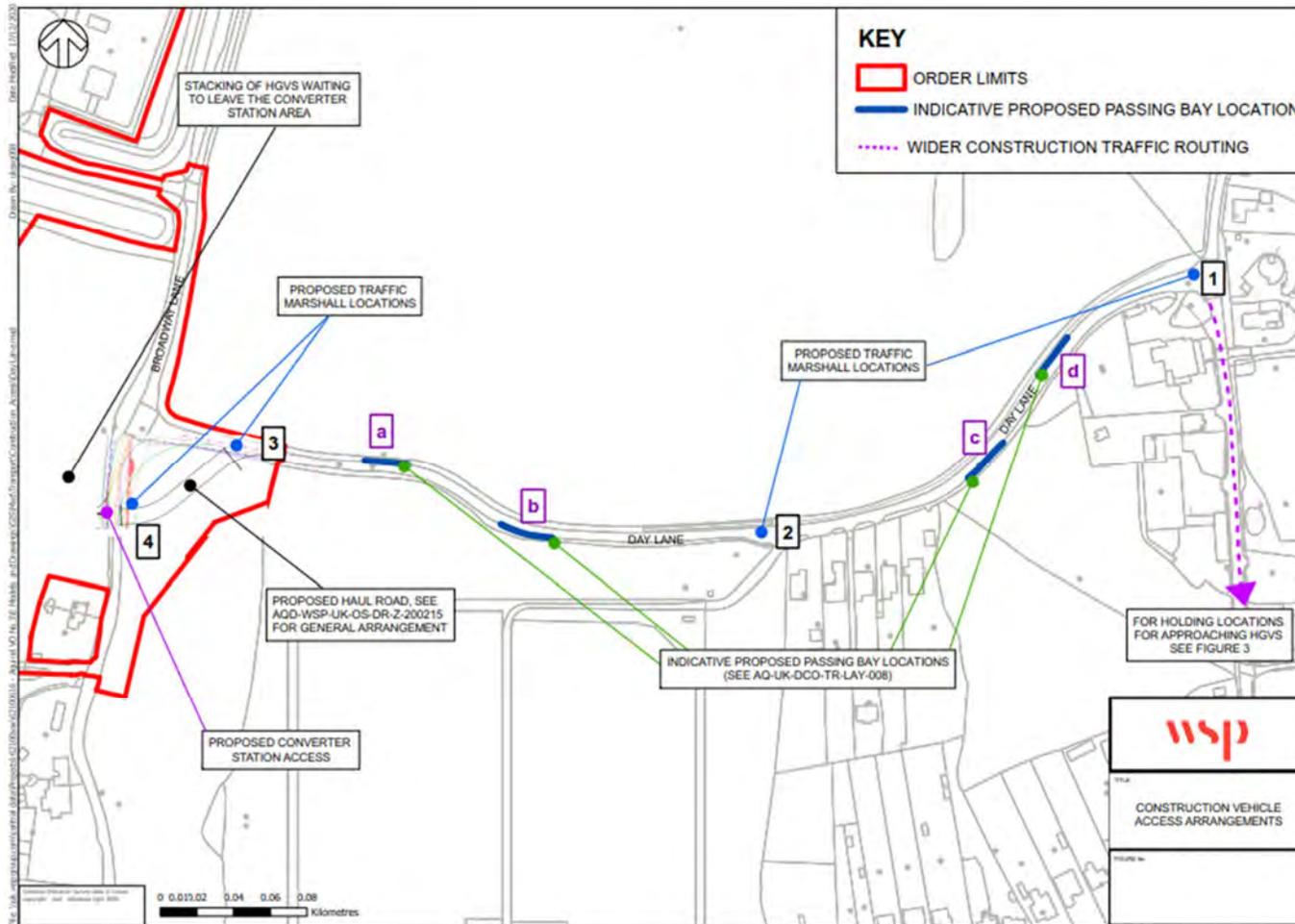
~~6.2.2.6.~~

### Management of HGVs on Day Lane

~~6.2.2.7~~6.2.2.8. Three main methods of construction vehicle management will be used for mitigating the impacts of movements of construction vehicles on Day Lane. These three methods are as follows:

- Introduction of passing bays on Day Lane;
- Strategic management of arrivals and departures of HGVs; and
- Use of traffic marshals ~~and traffic marshals~~ to control traffic on Day Lane ~~-Lane.~~

~~6.2.2.8~~6.2.2.9. A plan contextualising these three methods of construction traffic management on Day Lane has been included in Plate 6~~Plate 6~~ for reference, and each is discussed further in turn.





**Plate 6 - Proposed construction traffic management on Day Lane - will be replaced with full page image when issued as PDF**

### Passing Bays

~~6.2.2.9-6.2.2.10.~~ As can be seen in ~~Plate 6~~ Plate 6, four passing bays are proposed to be implemented on Day Lane to ensure the safe passing of vehicles on this link. These are discussed later in this section.

### Strategic management of arrivals and departures

~~6.2.2.11.~~ HGVs exiting the Converter Station will be controlled, with vehicles only permitted to leave the site at 20-minute intervals in order to reduce the potential for conflicts with general traffic and arriving HGVs. It is proposed that this will be controlled by banksman / traffic marshals located at the exit of the Converter Station Area. At peak construction, this will involve the stacking of HGVs and vehicles exiting the site in convoy. The management strategy for all HGVs exiting the Converter Station Area includes the stacking of HGVs when exiting the site. It is proposed that during peak construction, a traffic marshal will be located at the exit of the Converter Station Area to manage HGV exits from the site, allowing vehicles to leave only in a convoy of three HGVs. Once three HGVs are ready to leave, all three vehicles are released together in a convoy travelling eastbound on Day Lane. This strategy decreases the total amount of time HGVs are travelling eastbound on Day Lane, and thus decreases the potential for conflicts with both general traffic and arriving HGVs. In order to ensure the exiting convoy does not conflict with the arrival of HGVs, all banksmen and traffic marshals will be made aware by radio contact when a convoy is to be released.

~~6.2.2.10.~~ In terms of HGV arrivals at the Converter Station Area ~~associated with construction of the Converter Station~~, their management will be dealt with through the use of the northern Layby on Hulbert Road in Waterloo (to the east of A3 (M) Junction 3, an approximately by way of a requirement to pre-book an arrival time at the Converter Station Area and 'check-in' on approach to confirm that their arrival slot is still available. This will allow HGV arrivals to be coordinated in order to avoid times when HGVs will be departing.

~~6.2.2.11.~~ There are sufficient locations within a 20 minute drive time of the site to allow HGVs to wait within appropriate areas in order to check-in and await their delivery slot. These locations are mainly laybys located on the Strategic Road Network,

- 6.2.2.12. ~~It is proposed that HGVs will pull into pre-identified laybys in order to ‘check-in’ with the banksmen at the Converter Station Area ahead of their arrival slot. The arriving vehicle will be given authorisation by the banksmen / traffic marshalls to leave their check-in location and access the Converter Station Area only if vehicles are not due to exit the Converter Station Area. Once this authorisation has been given, no HGVs will be permitted to leave the Converter Station Area until the dispatched HGV has arrived. Should the arriving HGV be likely to conflict with a departing convoy, the approaching HGV will be held at their check-in point until the departing HGVs have cleared the banksman at the eastern end of Day Lane. Approaching HGVs will also be held should another approaching HGV have just been cleared for arrival and be travelling to Day Lane from their ‘check-in’ point. This will eliminate the potential for conflicting HGV movements to occur on Day Lane.~~ 11-minute drive from the Converter Station Area via the permitted HGV routing. The use of this layby will require a parking suspension order of the layby in order to reserve its use for vehicles associated with the construction of the Proposed Development. The Contractor will be required to introduce measures to prevent misuse of parking by vehicles other than those associated with the construction of the Proposed Development. This facility will be required for the duration of the construction programme. Its use will be monitored by the Contractor, who will have the powers to enforce its availability. The Development Consent Order provides powers to the Applicant to suspend parking in this location.
- 6.2.2.13. ~~As part of this strategy~~ it is proposed that HGVs will pull into the pre-identified Layby on Hulbert Road in order to ‘check-in’ with the banksmen / traffic marshals at the Converter Station Area ahead of their arrival slot. This process will be monitored and enforced through measures contained within Sections 8.5 and 8.6 of the Framework CTMP. For the avoidance of doubt, this layby will be required for use by all HGV’s travelling to the Converter Station Area ~~during its construction, including those associated with construction of the Onshore Cable Route.~~
- 6.2.2.14. ~~At peak construction arriving HGVs~~ vehicles will travel from the Hulbert Road layby to the Converter Station Area in convoys of three, accompanied by escort vehicles. The convoys of HGVs will be given authorisation by the traffic marshals to leave the layby on Hulbert Road and access the Converter Station Area via the authorised route only if vehicles are not due to exit the Converter Station Area. Once this authorisation has been given, no HGVs will be permitted to leave the Converter Station Area until the dispatched HGVs have arrived. Should the arriving HGVs be likely to conflict with a departing convoy, the approaching HGVs will be held at their check-in point until the departing HGVs have cleared the traffic marshal at the eastern end of Day Lane.

~~6.2.2.12-6.2.2.15.~~ 6.2.2.15. At non-peak construction periods, whilst it may not be practicable for HGVs to travel in three vehicle convoys due to the lower number of arrivals per day, all HGVs will be subject to the same check-in procedure and will accompanied to the Converter Station by an escort vehicle.

~~6.2.2.13-6.2.2.16.~~ 6.2.2.16. This management strategy will ensure that HGVs arriving at the Converter Station can be scheduled to avoid times when departing HGVs are leaving. At the same time, if HGVs are known to be arriving at the Converter Station Area, departing HGVs can be held on site until such as the incoming HGVs have arrived.

6.2.2.17. Whilst HGVs are travelling to/from the Converter Station Area along Day Lane, general background traffic can be held at the access, through the use of “Stop/Go” boards. This strategy ~~can~~ will also be used on Lovedean ~~lane~~ Lane at the junction of Day Lane / Lovedean ~~Road~~ Lane when vehicles are exiting the Converter Station Area. Adopting this strategy will ensure that the free flow of traffic is maintained for the travelling public, whilst allowing for a flexible approach to traffic management when there is the need to control movement and allowing a procedure to be able to deal with any unforeseen circumstances that may arise.

~~6.2.2.14-6.2.2.18.~~ 6.2.2.18. On Day Lane itself all HGVs will be limited to a speed of 15mph as required by the Local Highway Authority.

~~6.2.2.15.~~ ~~Alongside the HGV’s approaching the Converter Station Area which are associated with construction in the Area itself, HGV’s will also be arriving at the Converter station Station Area from both the Onshore Cable Corridor. The travel of these HGV’s will be also be actively managed through contact with the Converter Station Area. These HGVs will be held at their position, either on the Onshore Cable Corridor, and Corridor and will only be cleared for approach to the Converter Station Area when their arrival will not conflict with other HGVs exiting or arriving.~~

**Use of ~~Traffic Banksmen and Traffic Marshalls~~**

~~6.2.2.16-6.2.2.19.~~ 6.2.2.19. The proposed location of ~~banksmen and~~ traffic ~~marshalls~~ marshals on Day Lane is set out in ~~Plate 6~~ Plate 6 and the roles of the ~~banksmen /~~ traffic marshalls marshals at each location can be summarised as follows:

- **Location 1:** Will use STOP/GO boards to halt general traffic on Lovedean Lane at the Day Lane / Lovedean Lane junction for the time period between a convoy of HGV’s being released from the Converter Station Area and when these vehicles exit Day Lane at this junction;

- **Location 2:** Will coordinate with Locations 3 and 4 to prevent the release of a convoy of HGV's from the Converter Station Area when a resident of the private properties on Day Lane has left their property and is travelling westbound on Day Lane with the potential to collide with such convoy. Banksman-Traffic Marshall 2 will also warn residents wishing to exit should a convoy of HGV's already have been released from the haul road, or Hulbert Road Layby, which ~~have~~ yet to have passed the property in question. Preference will always be given to residents wishing to leave their properties over the ~~exit of an~~ HGV convoy, with residents only being held should a convoy already have been released when they wish to depart;
- **Location 3:** Will use STOP/GO boards to temporarily halt vehicles travelling eastbound on Day Lane prior to the proposed haul road access in order to allow a convoy of HGV's to exit or enter safely; and
- **Location 4:** Is to be located at the Broadway Lane entrance of the proposed haul road and will temporarily halt traffic on Broadway Lane when a construction vehicle (or convoy of such vehicles) is travelling across the highway between the Converter Station Area entrance and the haul road. The traffic marshal at location 4 will be in constant contact with all other traffic marshals and will be required to open the western gate of the haul road prior to the arrival of convoys of vehicles to allow unimpeded access for HGV's when travelling in their groups of three directly into the Converter Station Area, such that queuing back onto Day Lane does not occur.

~~6.2.2.17-6.2.2.20.~~ All ~~banksmen/~~ traffic marshals will remain in contact with one another at all times via telecommunication devices as to ensure a coordinated approach to HGV management on Day Lane. Traffic marshals will also inform one another of the presence of non-motorised users on Day Lane, ensuring conflicts between such users and construction traffic is actively managed.

### Lovedean Lane

~~6.2.2.18-6.2.2.21.~~ A section of approximately 50 metres length of Lovedean Lane between the junction with Day Lane and New Road has also been identified as an area that may not be wide enough for two HGVs to pass as shown on swept path analysis included in Appendix [976](#). In this location the road has no defined edge and the verges are earth and unrestrained. A centre line has not been provided. South of New Road, Lovedean Lane enters the residential conurbation and has a hard kerb edge increasing the effective width and a centre line is provided. For the identified narrower section, similarly as described above for Day Lane, regular ‘siding’ will take place and cutting back of the verge within the highway boundary to ensure the maximum carriageway width is available. The section is short and straight and drivers could be expected to priority work as they would on any narrow road or when an obstruction is met.

### 6.2.3. SECTION 3 – DENMEAD/KINGS POND MEADOW

#### Anmore Road

6.2.3.1. The width and curvature of Anmore Road between Mill Road and the proposed temporary construction access into Kings Pond Meadow may lead to conflicts between construction HGVS and private vehicles, which can be mitigated through the provision of a vehicle management strategy. Construction traffic travelling to the proposed access point on the south side of the carriageway on Anmore Road (AC/2/a) will travel via B2150 Hambledon Road, Mill Road and Anmore Road.

6.2.3.2. As it set out in the Access and Rights of Way Plans ([REP4REP7-00846](#)), a temporary access point (AC/2/a) is proposed on the south side of the carriageway on Anmore Road. The proposed temporary access point (AC/2/a) is to be located in the vicinity of an existing farm access gate on the south side of the carriageway on Anmore Road, which is currently in place directly opposite the entrance to Hillcrest. This temporary access point (AC/2/a) will align with typical layout set out in drawing AQ-UK-DCO-TR-LAY-001 included in Appendix [798](#).

#### **Proposed Vehicle Management Strategy**

6.2.3.3. To ensure that construction access can be safely achieved it is proposed that a vehicle control system is implemented on Anmore Road using traffic marshals and STOP/GO boards. This is considered appropriate given the low number of HGVs that will be required to access this location per day. The system would also only be operational when HGVs are arriving or leaving the site, with traffic able to use Anmore Road as normal at all other times. It is proposed that the STOP/GO boards would be operational between the construction access and east of 126 Anmore Road. ~~—~~The STOP/GO board locations are approximately 150m apart, and thus accounting for the time in which it would take for an HGV to clear this distance and complete the turn into / out of the access, general traffic being held by ~~banksmen~~ traffic marshals

are unlikely to be delayed for more than 1-2 minutes.

6.2.3.4. To further control construction traffic movements using Anmore Road a restriction will also be placed on the number of HGVs using this route per day, taking account of the anticipated number of HGVs generated by construction of the Onshore Cable Route at Kings Pond Meadows and / or Anmore Road detailed within the Anmore Road Technical Note (REP7-046A). Outside of mobilisation and de-commissioning of the HDD-5 (a 2-3 day process) it is therefore proposed that a maximum of 4 two-way HGV movements (8 in total) are permitted per day. This will be monitored and enforced through measures included within Section 8 of this FCTMP.

~~6.2.3.3.~~

### **6.3. TRAFFIC MANAGEMENT**

6.3.1.1. Traffic management will be required for the construction of the entire Onshore Cable Route on the highway network and this will be laid out to the requirements of the TSRGD 2016 Chapter 8. The Framework Traffic Management Strategy (~~REP4~~REP6-03068) details the requirements for traffic management in connection with the construction on the Onshore Cable Route.

## 7. MANAGEMENT OF ROAD SAFETY

---

### 7.1. OVERVIEW

7.1.1.1. This section details strategy and measures that will be taken to ensure road safety is maintained during the Construction Stage. Highway condition is related to road safety and therefore included in this section.

### 7.2. EXISTING COLLISION RECORD

7.2.1.1. The existing collision record has been assessed in the Supplementary Transport Assessment (REP1-142), taking account of the construction traffic routes to / from the Converter Station Area, Onshore Cable Corridor and wider highway network that may be impacted by construction of the Proposed Development. No issues in relation to the existing highway layout or geometries were identified as part of this assessment.

### 7.3. LIAISON, MONITORING AND MITIGATION

7.3.1.1. Near misses or collisions resulting in personal injury from construction traffic associated with the Proposed Development will be monitored throughout the programme to identify areas for improvements. A road safety and liaison officer will be appointed and be responsible for continuous monitoring of traffic management and signage. The liaison officer will be in close contact with the relevant highway authorities (Hampshire County Council and Portsmouth City Council) and if necessary with Highways England. As part of regular reviews to be undertaken with the highway authorities, they will make improvements where necessary within the confines of ~~Temporary Traffic Regulation~~ Traffic Regulation Orders ('TTRRO's) and other general construction traffic / directional signage. They will also respond to public concerns and contact details will be provided.

7.3.1.2. The road safety and liaison officer will also be responsible for the continual monitoring of traffic management measures required to facilitate construction of the Onshore Cable Route to ensure the proactive management of road safety. It will be ensured there is sufficient road signage to warn the public and inform construction related traffic to ensure compliance and route choice. There will also be contact telephone numbers for members of the public to raise concerns and the provision of a website will be explored. Receptors that attract vulnerable people will be updated on a regular basis (e.g. schools) as necessary.

7.3.1.3. If during the construction localised mitigation measures are required these will be agreed with the relevant highway authorities and incorporated in to the individual CTMPs.

~~7.3.1.3-7.3.1.4.~~ The provision of a flexible approach to dealing with traffic management of construction traffic, including where necessary provision of temporary signage to warn drivers of effects of construction traffic will ensure that where necessary, the overall strategy can respond to changes in traffic conditions when they arise. This will require close engagement with the relevant highway authorities and if necessary, Highways England.

## 7.4. HIGHWAY CONDITION

7.4.1.1. Highway condition is closely related to road safety and construction traffic, particularly HGVs can have a negative impact to road condition. Therefore, it is proposed before and after construction pavement condition surveys are undertaken and to assess whether construction activities have resulted in worsening road conditions. These will be undertaken on permitted construction traffic routes and at the location of temporary construction access ~~locations~~ The locations. The highway condition surveys would include the following:

- A photographic record of the condition of the extents of roads identified above as impacted by construction works or traffic routes;
- A scanner survey of the existing pavement and drainage conditions of the extents of roads identified above as impacted by construction works or traffic routes;
- A summary table giving a brief description of visible defects where identified, and any defects identified in the scanner survey;
- A drawing indicating the approximate location of photographs / defects on plan;
- A short statement outlining the methodology and provide a summary of the findings;

- A meeting with HCC / PCC on site to agree findings of the report and make any reasonable adjustments; and
- A post works report covering the same information and identifying new defects.

7.4.1.2. Weekly conditions surveys will also be produced during the works programme to identify areas that are worsening and will become a hazard to other road users that require immediate action. Where remedial works is required, these will be completed in agreement with the relevant highway authority.

7.4.1.3. Highway reinstatement will be completed in accordance with the New Roads and Street Works Act 1991 and will be subject to post reinstatement liabilities in respect to that Act. Reinstatement will be will agreed with the relevant local highway authority through the use of post-completion photographic and scanner surveys.

# 8. ENFORCEMENT OF HGV MOVEMENTS

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## 8.1. OVERVIEW

8.1.1.1. For a CTMP to be effective a robust monitoring process is required to ensure compliance. This section provides details of management techniques that will be used. To ensure effective management, the principal contractor will appoint a dedicated staff member as responsible for the monitoring and enforcement of construction traffic movements to and from the Proposed Development, using the tools and measures identified in this section.

## 8.2. CONSTRUCTION STAFF INDUCTION

8.2.1.1. All construction staff would complete a staff induction meeting to familiarise all workers with requirements of the construction process. As part of this induction an information pack will also be provided to all contractors, which will include the following details:

- Permitted HGV routes;
- HGV timing restrictions;
- Site rules for the Converter Station and all other construction locations;
- Driver behaviour requirements;
- Traffic incident management plan; and
- CTMP Contact information (emergency and non-emergency).

## 8.3. HGV ROUTE SIGNAGE

8.3.1.1. Temporary route signage will be installed at key locations on the local highway network to direct construction traffic along permitted routes agreed with the relevant highway authority and as included in Section 3 of this CTMP.

8.3.1.2. The design and locations of these signs would be agreed with the local highway authority prior to installation and would be used to denote routes to and from the Converter Station and cable route construction locations. This would include routes to temporary off-carriageway vehicle access locations where appropriate.

8.3.1.3. As stated in Section 7.3, regular reviews will be undertaken with the Highway Authority to allow route signage to be updated if necessary.

## 8.4. CONSTRUCTION VEHICLE IDENTIFICATION

8.4.1.1. All construction vehicles associated with the Proposed Development will be identifiable through the use of a dedicated nameplate located on the outside of the vehicle. This will allow vehicles to easily be identified on the local highway network and at site access locations.

## 8.5. ENFORCEMENT AND CORRECTION MEASURES

8.5.1.1. All incidences of non-compliance with measures contained within the CTMP will be investigated by the principal contractor and documented on a Complaints Register, which will include time, date and nature of complaint and the action taken to resolve it. The contractor will also hold meetings with the local highway authorities and relevant stakeholders (e.g. parish councils) and review / update individual CTMPs where it is considered necessary to implement additional mitigation measures.

8.5.1.2. In addition, the Applicant will ensure that contractor behaviour and performance is monitored and enforced, and where appropriate that corrective measures are utilised to resolve issues and improve performance.

## 8.6. INDIVIDUAL CTMPs

8.6.1.1. This Framework CTMP will form the basis for individual CTMPs to be produced. These will be approved by the relevant Highway Authority. The individual CTMPs will provide details of:

- Construction vehicle routing;
- A highway condition survey of all routes proposed and accesses;
- Details of road closures / traffic management measures;
- Specific details regarding abnormal loads;
- Details of the interventions to the highway that are required to enable construction works (permanent or temporary) and reinstatements;
- Specific details regarding traffic management and construction management of vehicle movements such as temporary signage, requirements for a traffic marshal, banksman or escort vehicles, wheel washing etc;
- Details of monitoring and enforcement measures, including contact details for the member of staff responsible for these tasks; and
- Details of construction staff travel arrangements / travel plan.

8.6.1.2. The works will be broken down into a number of phases. . This will result in a number of individual CTMPs being prepared to cover different phases and also stage of works which could include:

- Enabling and permanent works; and
- Specific works including Landfall, landfall head house, the Onshore Cable Route, construction compounds, HDD, Trenchless Solutions at the south coast railway, and the Converter Station works.

## **8.7. COMPLIANCE AND MONITORING**

- 8.7.1.1. Several key points of contact will be made for the project who will liaise with relevant planning/highway authority and ensure coordination between contractors for all the section of works during the entire construction programme. This will facilitate a clear communication channel to ensure compliance.
- 8.7.1.2. The individual CTMPs will provide details of the monitoring process and who is responsible with contact details. These will be developed and agreed with the relevant Highway Authority.

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# **Appendix 2 – Converter Station Access Drawing**

# **Appendix 3 – Construction Programme**

# **Appendix 4 – Sensitive Receptors and Temporary Access Locations**

# Appendix 554 – AIL Route Access Study

# Appendix 665 – Construction Traffic Routes

**Appendix 775 –**  
**Framework**  
**Construction Worker**  
**Travel Plan**

# Appendix 886 – Example Construction Access Layout

# Appendix 997 – Highway Interventions

**Appendix 10109 –**  
**Broadway Farm**  
**Technical Note**







**AQUIND Limited**

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## **AQUIND INTERCONNECTOR**

Onshore Cable Route Construction Impacts  
on Access to Properties and Car Parking and  
Communication Strategy

The Planning Act 2008

PINS Ref.: EN020022



**AQUIND Limited**

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## **AQUIND INTERCONNECTOR**

**Onshore Cable Route Construction Impacts  
on Access to Properties and Car Parking and  
Communication Strategy**

**PINS REF.: EN020022**EN020022

**DATE: ~~23-24 DECEMBER~~**FEBRUARY 2020**2021**

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AQUIND INTERCONNECTOR

PINS Ref.: EN020022

Document Ref.: Onshore Cable Route Construction Impacts on Access to Properties and Car Parking and  
Communication Strategy  
AQUIND Limited

~~December~~ February 2020 2021



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# 1. INTRODUCTION

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- 1.1.1.1. This Onshore Cable Route Construction Impacts on Access to Properties and Car Parking and Communication Strategy provides further detail on the expected impacts on residential, business and public vehicle parking along the Onshore Cable Corridor during construction. It outlines AQUIND's (the "Applicant") proposed approach to communicating with local residents, businesses and other stakeholders during the construction period for the onshore elements of the Proposed Development, including high-level objectives, working plans and evaluation methods, and seeks to build upon existing relationships and communication methods with these groups.
- 1.1.1.2. Mitigation measures outlined in this note will be secured through the construction phase Construction Environment Management Plan ('CEMP') specific to each phase of development.

## 2. PURPOSE OF THE STRATEGY

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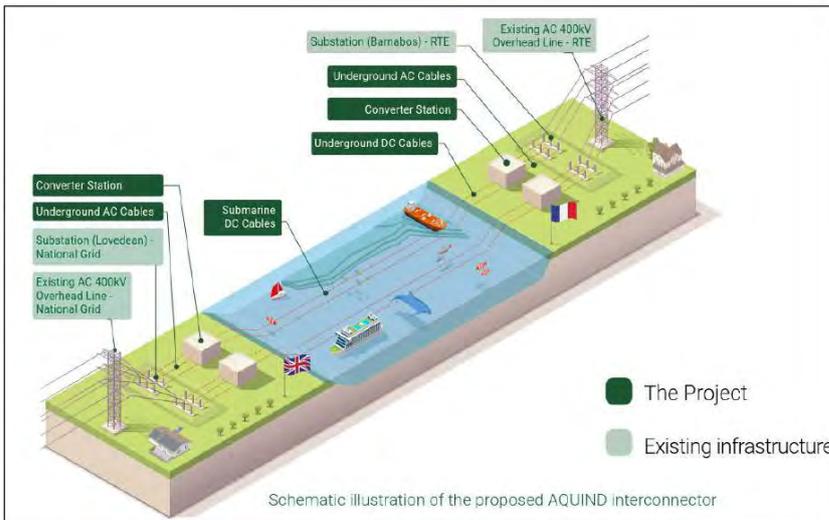
- 2.1.1.1. The purpose of this Onshore Cable Route Construction Impacts on Access, Car Parking and Communication Strategy is to outline the expected impacts on residential, business and public vehicle parking along the Onshore Cable Corridor during construction, the alternatives available and detail any further mitigation that might be required.
- 2.1.1.2. The report goes on to detail in Sections 6-10 the methods that will be used to communicate with local residents, businesses and other stakeholders in the areas directly affected during the construction period of the Onshore Cable Route.
- 2.1.1.3. The methods outlined within this document aim to foster positive working relationships between the Applicant and the communities in which construction takes place, building upon the relationships established during the planning stages of the Proposed Development.
- 2.1.1.4. This strategy provides further detail for the following activities:
- The nature of the work to be undertaken during the construction of the Onshore Cable Route, the anticipated impacts and the alternatives or mitigation measures proposed by the Applicant;
  - How the Applicant will engage effectively with local residents, businesses and other stakeholders; and
  - Measures to be taken to ensure that local residents, businesses and other stakeholders understand what the Applicant is doing, why, when and how it will impact them.

### 3. PROJECT OVERVIEW

#### 3.1. OVERVIEW OF THE PROJECT

3.1.1.1. The Applicant is proposing to construct and operate an electricity interconnector between France and the UK known as AQUIND Interconnector with the net transmission capacity of 2000MW.

3.1.1.2. AQUIND Interconnector comprises marine and onshore high voltage direct current ('HVDC') cables between Normandy in France and Eastney, Hampshire, Converter Stations in both England and France and infrastructure necessary to facilitate the import and export of electricity between the High Voltage Alternating Current ('HVAC') electricity transmission networks of both countries as well as Fibre Optic Cables ('FOC') and associated infrastructure necessary for their operation.



**Plate 3-1 - Schematic Illustration of the Proposed AQUIND Interconnector**



3.1.1.3. The Proposed Development will broadly comprise the following elements:

- The Marine Cable consisting of two HVDC Circuits from the boundary of the UK Exclusive Economic Zone ('EEZ') to Mean High Water Springs ('MHWS') at Eastney in Portsmouth;
- Jointing of the HVDC Cables at the Landfall;
- The Onshore Cable consisting of two HVDC Circuits from MLWS at Eastney in Portsmouth to the Converter Station;
- The Converter Station Area, including the Converter Station and associated equipment, the Telecommunications Buildings and their compound, the Work Compound and Laydown Area, the Access Road, and other associated infrastructure;
- The HVAC Cables, and associated infrastructure connecting the Converter Station to the National Electricity Transmission System at Lovedean Substation and;
- The Fibre Optic Cables installed together with each of the HVDC and HVAC Circuits and associated infrastructure.

3.1.1.4. This document deals only with onshore elements of the Proposed Development.

## 4. CONSTRUCTION METHODOLOGY

---

### 4.1. METHODOLOGY

- 4.1.1.1. This section explains the proposed methodology for mitigating effects and maintaining access to properties for residents, vulnerable people and businesses during the construction of the Onshore Cable Route, as outlined in Section 5 of the Onshore Outline Construction Environmental Management Plan (CEMP) (Examination Library reference [REP4REP7-06832](#)). It describes the communication measures and physical arrangements that the Applicant's contractor will implement in order to provide the necessary access.

### 4.2. CONSTRUCTION OF THE ONSHORE CABLE ROUTE

- 4.2.1.1. The construction of the Onshore Cable Route will comprise the installation of underground ducts in which the Onshore HVDC Cables will be housed, construction of underground Joint Bays and pulling of the Onshore HVDC Cables through the ducts from a Joint Bay to a Joint Bay. The construction of those sections of the Onshore Cable Corridor, where trenchless techniques will be used, will differ, but will also require the installation of underground ducts first and then pulling the cables through. This document deals primarily with those areas where the Onshore HVDC Cables will be installed in trenches, unless specified otherwise.
- 4.2.1.2. The ducts for each circuit will be installed in short sections, typically up to 100m in length. The installation speed will vary depending on the local conditions, like saturation with existing underground services and other factors.
- 4.2.1.3. At a number of locations along the Onshore Cable Corridor, the cable duct installation will cross in front of residential and business properties. Access to these properties will be temporarily restricted during the installation works and the impacts are considered in full in Section 5 of this report.

### 4.3. MAINTAINING ACCESS TO SIDE ROADS, BUSINESSES AND RESIDENTS

#### 4.3.1. INTRODUCTION

- 4.3.1.1. Measures will be taken to limit access disruption where possible, but during the construction period some residential and business properties will experience temporary restrictions to vehicular access, including driveway access. Arrangements for vulnerable persons are set out in Section 4.4 below. Pedestrian and bicycle access will be maintained at all times, as will access for those using wheelchairs, mobility scooters and pushchairs.



4.3.1.2. ~~Following standard practice, it is standard practise for~~ Contractors ~~to will be required~~ to provide access to properties through “best endeavours” where reasonable notice of such requirements is given, noting that this may not always be possible and is dependent upon the stage of construction at any given time.

4.3.1.3. The contractor will be required to communicate planned works to members of the public at least 10 days in advance of the works commencing as detailed in Section 9 of this document. In addition, the Contractors would be required to notify all impacted residents / businesses of work commencing at the start of construction of a new 100m section (through door knocking at least 24 hours before works are planned to start at the start of the working day).

4.3.1.4. ~~Contractors will~~ Contractors will seek to facilitate access to property where possible for all affected parties including those identifying as vulnerable.

#### 4.3.2. FULL ROAD CLOSURES

4.3.2.1. Along the entirety of the Onshore Cable Corridor, there are three locations where it will be necessary to put in place temporary full road closures. For Farlington Avenue and Eveleigh Road, full road closures are likely to be required due to local conditions. In contrast, it is anticipated that closure of only a short stretch of London Road will be required. Further detail can be found in the Framework Traffic Management Strategy (FTMS) (Examination Library reference ~~REP4REP6-06830~~).

4.3.2.2. Where there are full road closures, vehicular access will be unavailable for the entirety of the road closure, including outside of construction working hours, except in emergencies. Road plates will be available at the point of work at all times, should emergency access be required. At the end of the working day road plates would be installed to allow for out of hours emergency access only. Out of hours emergency access will be provided by an onsite standby emergency team.

4.3.2.3. Listed below are all the road closures which are anticipated to be required to facilitate construction of the Onshore Cable Corridor:

- **Broadway Lane:** Road closure of for an estimated duration of one day per circuit as the cable route is constructed across the carriageway between fields either side of Broadway Lane;
- **Anmore Road:** Road closure of for an estimated duration of one day per circuit as the cable route is constructed across the carriageway between fields either side of Anmore Road;
- **A3 London Road between Post Office Road and Rocking Horse Nursery:** Road closure of 90m for a duration of two weekends per circuit;
- **Farlington Avenue between Sea View Road and Havant Road:** Road closure of 350m for a duration of four weeks per circuit;



- **Eveleigh Road:** Road closure of 150m for a duration of two weeks per circuit;
- **Havant Road:** Road closure at both the Havant Road directly to the south of the signal-controlled junction with Farlington Avenue and between the junctions with A2030 Eastern Road and the junction with Waterworks Road (a total of approximately 60m) for a duration of 1-2 weekends per circuit;
- **Eastern Avenue:** Road closure of 220m for a duration of three weeks per circuit; and;
- **Yeo Court:** Road closure of 40m for a duration of one week per circuit.

### 4.3.3. SINGLE LANE CLOSURES

4.3.2.4-4.3.3.1. In some locations, temporary single lane closures will be required to facilitate construction.

4.3.2.5-4.3.3.2. At these locations, vehicular access will may be unavailable during construction working hours, except for emergencies.

4.3.2.6-4.3.3.3. In order to provide for vehicular access to properties and driveways outside of construction hours, road plates will be used to bridge the trench. Road plates will be mechanically lifted into position or placed by hand depending on the type of road plate selected. Road plates will then be secured to prevent slippage. The site security fencing will be re-arranged to allow the trench to be crossed.

4.3.2.7-4.3.3.4. During construction hours, it is intended to provide urgent access for vulnerable people, persons with disabilities or reduced mobility or for the emergency services, on demand, by stopping the works, re-arranging the fences, and bridging the trench using steel plates or similar.

4.3.2.8-4.3.3.5. Below is an example of ductile iron plates which can be quickly installed across trenches:

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**Plate 4-1 - Example of Duct Iron Plate**

**4.4. MAINTAINING ACCESS TO VULNERABLE PERSONS' PROPERTIES AND FOR EMERGENCY SERVICES**

4.4.1.1. As is usual practice on construction projects, it will be incumbent upon residents identifying as vulnerable to make themselves known to the site manager/ contractor once notified works are due to begin. Vulnerable persons for the purpose of this strategy are defined as those with locomotion, seeing, hearing, reaching, stretching and dexterity and learning disabilities, as outlined in the Inclusive Mobility guidance appended to this report in Appendix 9. In addition, the definition of vulnerable persons for the purpose of this report has been expanded to include ~~young children those under the age of 5~~ children of Primary School age. Contractors will undertake a best endeavours approach to identifying vulnerable individuals, through the requirement to knock on doors of all affected properties 24 hours prior to work within the relevant

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sections beginning. During this door-to-door engagement contractors will advise residents that works are due to commence, how long properties are likely to be impacted, as well as identifying any other access requirements. It is noted however that members of the public have no obligation to share such information with contractors, and thus it is incumbent upon residents identifying as vulnerable to make themselves known.

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4.4.1.2. As stated in paragraph 2.5.1.3 of the FTMS (Examination Library Reference: [REP4REP6-06830](#)) access for pedestrians will be retained at all times. Access for cyclists will also be retained, although cyclists may be required to dismount in the immediate vicinity of works. Access to properties for persons with disabilities or reduced mobility and orientation will be retained via the additional measures set out in Section [54.3.2](#) and [4.3.3](#).

4.4.1.3. As outlined in Section 5, during the construction of the Onshore Cable Route, vehicular access to properties will be temporarily restricted in some locations. Details regarding the identification of vulnerable persons along the Onshore Cable Corridor will be outlined in the Construction Environment Management Plan (which will be produced post consent in accordance with requirement [47-15](#) of the DCO (Examination Library Reference: [APPREP7-019013](#))). Under the Equality Act 2010, works promoters also have a duty to have regard for the needs of disabled people and older people in the planning and execution of works.

4.4.1.4. In periods of no construction activity, steel plates will be installed to provide constant access for all occupiers including vulnerable people outside of working hours during the construction phase of that section of the Onshore Cable Route. Steel plates will only be removed as and when construction works need to take place directly outside the affected property (i.e. not at the start of every working day) and therefore will be in place for the majority of the time during which properties are directly affected by the construction works. Contractors will be required to provide notice to occupiers prior to the removal of steel plates in order to allow for access while available and the steel plates will be reinstated to allow access during the completion of construction of that section.

4.4.1.5. During the construction of the Onshore Cable Route, it is intended to provide urgent access for vulnerable people, persons with disabilities or reduced mobility or for the emergency services, on demand by stopping the works, re-arranging the fences, and bridging the trench using steel plates or similar.

4.4.1.6. General access for vulnerable people and persons with disabilities or reduced mobility will be provided by the contractor within 1 hour of a request to the contractor's point of contact. Members of the public identifying as vulnerable, who require bespoke access arrangements to be made, will be encouraged to contact the team



via the dedicated freephone to enable arrangements on a case by case basis to be made.

- 4.4.1.7. The Applicant has held positive discussions with the emergency services at pre-submission and pre-examination stages with regard to emergency access during the construction of the Onshore Cable Route, particularly in respect of Waterlooville Fire Station. As part of these discussions, the Applicant will seek to produce a communication plan in partnership with the emergency services (police, fire and ambulance services). The communication plan will outline the relevant procedures to be followed by both parties to ensure the continuous flow of accurate information between, the emergency services and contractors during the construction of the project.



4.4.1.8. The Applicant will continue to engage positively with the emergency services during the Examination.

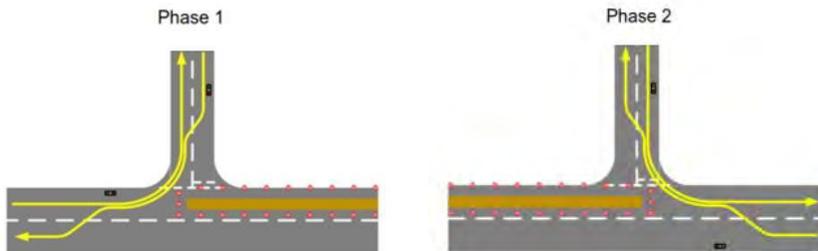
#### 4.5. MAINTAINING ACCESS TO SIDE ROADS

4.5.1.1. As outlined in paragraph 2.5.3.8-5 of the FTMS (Examination Library Reference: ~~REP4REP6-06830~~), side road access adjacent to the cable route will be considered on an individual basis with the traffic management used dependent on the characteristics of the road and junction. The strategy at this stage can be summarised as follows:

- For residential cul-de sacs, side-road access will be maintained via either road plate or three-way traffic signals, the decision to use traffic signals will depend on the level of traffic flow and visibility from the side-road to the main road traffic signal approaches. Where visibility poor, traffic signal control is likely to be required, although in all cases this will depend on the exact location of the construction zone.
- For side-roads that act as a through-roads, temporary closure of the access will be considered but this depends on the category of road, what the side road provides access to and the suitability of diversion routes. Where closure is not an option, three-way traffic signals will be used if the location of the construction zone requires it.
- Where the side road junction is controlled by traffic signals with the main road and where there is more than one approach lane at each entry, it may be possible to continue operating the existing signals through closure of a single lane on each entry. Where this is not possible, temporary traffic signals will be used instead of the existing control.

4.5.1.2. The exact traffic management strategy for side-road access will be agreed with the Highway Authority through submission of detailed designs and traffic management measure prior to commencement of works.

4.5.1.3. An example of a three-way traffic management set-up is outlined below. This would be applicable to all circumstances. Duct installation will take place in two phases. Once phase 1 has been completed the traffic management setup will be switched to reflect phase 2, as outlined below:



4.5.1.4. A similar methodology will be adopted to maintain access to Waterlooville Fire Station.

## 5. ONSHORE CABLE ROUTE CONSTRUCTION AND IMPACTS ON PARKING

- 5.1.1.1. This section provides further detail on the expected impacts on residential, business and public vehicle parking along the Onshore Cable Corridor, some of which may be temporarily unavailable during construction of the Onshore Cable Route, depending on their location and type of traffic management required to facilitate construction of the Onshore Cable Route as identified in the FTMS (Examination Library Reference: [REP4REP6-06830](#)). As the proposed Onshore Cable Route is not anticipated to impact upon any dedicated motorcycle or bicycle parking, this section will focus upon impacts for access to properties with cars and other analogous vehicles only.
- 5.1.1.2. This section builds upon information contained within the FTMS. It explains:
1. The extent of potential disruption to residential, business and public car parking along the Onshore Cable Corridor;
  2. Available alternatives where access or parking will be temporarily unavailable due to the construction works;
  3. Where parking surveys are required or have been completed to confirm existing levels of car parking demand and potential impact of construction works; and
  4. The mitigation measures that are proposed to mitigate for the temporary loss of car parking spaces, whilst noting that in some instances there is no appropriate mitigation available to mitigate the temporary impact of the construction works.
- 5.1.1.3. In completing this assessment, the strategy for residential driveway access is as follows:
1. Driveway access will be provided outside of working hours except where full road closures are required, by road plating over the trench and rearrangement of security fencing / traffic management to allow the trench to be crossed;
  2. Urgent access for vulnerable people, [persons with disabilities or reduced mobility](#) or for the emergency services will be provided, on demand;
  3. General access for vulnerable people [persons with disabilities or reduced mobility](#) will be provided by the Contractor within one hour;

4. Steel plates will only be removed as and when construction works need to take place directly outside the affected property (i.e. not at the start of every working day) and therefore will be in place for the majority of the time during which properties are directly affected by the construction works;

3.5. In other circumstances, Contractors will be required to provide access to properties through "best endeavours" where reasonable notice of such requirements is given, noting that this may not always be possible and is dependent upon the stage of construction at any given time..and;

4.6. Side-road access will be provided at all times via either road plating or three-way temporary traffic signals.

5.1.1.4. This section considers residential / business parking and public car parks that are directly impacted by construction of the Onshore Cable Route, with locations accessed via side-roads / access roads and with off-carriageway private car parks to be managed by road plating or temporary signals as defined in the FTMS and Section 4. An example of this is Wellington Retail Park in Waterloo-ville, which is accessed via Aston Road, rather than directly from the B2150 Hambledon Road and business premises on the northern section of A3 London Road which have private car parks. Given access to the Retail Park and these businesses will be maintained at all times, there will be no impact on associated car parking.

5.1.1.5. Generally, business and residential parking will only be impacted when construction is occurring in that immediate vicinity. As is stated in paragraph 2.35.1.2 of the FTMS (Examination Library Reference: ~~APP-440REP6-030~~) it is expected that highway works will progress, on average, at a rate of 100m per week. As such, the majority of residential accesses and businesses with on-street parking are likely to only be impacted for approximately one - two weeks per circuit within the construction phase. Taking into account 100m working section and typical parking bay sizes, it can be assumed that this will be equivalent to a loss of up to 22 spaces at any one given time of on-street parking, and considerably fewer properties (5-10) where only driveway access is impacted.

5.1.1.6. A small number of Public car parks may face longer periods of disruption in some instances where construction works of joint bays may occur or at Horizontal Directional Drilling (HDD) locations, and where known, the length of disruption has been listed in section 5.

## 5.2. PARKING SURVEYS

5.2.1.1. Parking surveys have been deemed necessary by the Applicant where alternatives are not clearly available either in relation to their location or available capacity. Surveys will generally consist of one of the following:

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- Residential parking surveys: Taking account of the Lambeth parking survey methodology, which is a generally accepted method of surveying residential parking demand, a snapshot survey will be completed between the hours of 00:30 and 05:30 on two separate weekday nights (Monday to Thursday). This will capture on street parking demand when it is likely to be at its greatest;
- Business parking surveys: Completed over a weekday and Saturday daytime period to assess parking demand during business hours; and
- Other public parking surveys: Completed over a weekend daytime period to assess parking demand at peak leisure periods.

5.2.1.2. Use of the Lambeth parking survey methodology is recommended within paragraph 3.9 and 4.9 of Portsmouth City Council's Parking Standards and Transport Assessment Supplementary Planning Document (July 2014).

5.2.1.2-5.2.1.3. Results of parking surveys completed prior to submission of the application are included within the Transport Assessment (Examination Library Reference: APP-448) and are summarised below, while results of additional parking surveys are included within this document in Section 5.7 through Section 5.335-34.

## **5.2.2. BUSINESS AND CAR PARK SURVEYS**

5.2.2.1. At the time of writing, due to the ongoing public health crisis associated with COVID-19, it is currently not possible to carry out representative parking surveys, in relation to business properties and public car parks. The ability to undertake these surveys will be kept under review but it is unknown how long it will take for business related movements to return to 'normal' to such an extent that it is possible for the surveys to be reflective of normal parking conditions.

5.2.2.2. It is currently intended that any required business parking surveys and car park surveys will be carried out during the Examination, where possible. Where it is possible to carry out the surveys prior to the completion of the Examination, this note will be updated to reflect any changes to the mitigation package having regard to the survey results, though a robust approach has been adopted it is not expected that other impacts will be identified or additional mitigation to that outlined in this note will be required.

## **5.2.3. RESIDENTIAL PARKING SURVEYS**

5.2.3.1. Partial relaxation of lockdown measures in the UK has allowed residential parking surveys to be completed. As such, residential parking surveys were carried out in July 2020 for nine sites where alternatives were not clearly available in respect to capacity or location. The nine residential sites surveyed are as follows:



- **Forest End and surrounding area:** Surveys of Forest End, Evergreen Close, Norton Close, Windrush Gardens and part of the on-footway parking on A3 London Road;
- **Bushy Mead:** Comprising of a survey of Bushy Mead;
- **Alternative parking for Farlington Avenue:** Comprising of surveys of Eveleigh Road, Grant Road and Galt Road;
- **Eastern Avenue and surrounding area:** Comprising of surveys of Eastern Avenue, Salterns Avenue, Shore Avenue and Moorings Way between A2030 Eastern Road and Warren Avenue;
- **Eastney:** Comprising of surveys of Warren Avenue between Milton Road and Mayles Road, Shelford Road, Crofton Road, Hollam Road, Catisfield Road, Meon Road, Weston Road, Milton Park Avenue, Cromarty Avenue, Locksway Road, Fair Oak Road, Cheriton Road, Oakdene Road, Furze Lane, Broom Square, Longshore Way, Waterlock Gardens, Seaway Crescent, Rosetta Road, Bertie Road, Pleasant Road, Stowe Road, Morgan road, Ironbridge Lane, Trevis Road, Meryle Road, Towpath Mead, Perth Road, Gurney Road, Hester Road, Old Canal, Melrose Close, Shirley Avenue, Berney Road, Redlands Grove, Tideway Gardens, Maurice Road, Dunbar Road, Kingsley Road, Tranmere Road, Glasgow Road, Amayas Court, Yeo Court, Torfrida Court, Wake Lawn, Holne Court, Lightfoot Lawn and Leofric Court; and
- **Fort Cumberland Road and surrounding area:** Comprising of surveys of Ferry Road, Gibraltar Road, Finch Road, Lumsden Road and Fort Cumberland Road between either end of Ferry Road

These surveys were undertaken using the Lambeth parking survey methodology as noted in paragraph 5.2.1.1, [as recommended in Portsmouth City Council's Parking Standards and Transport Assessment Supplementary Planning Document \(July 2014\)](#).

5.2.3.2.

A summary of the methodology used in the calculation of parking capacity, occupancy and resulting stress is as follows:

- **Areas within a Controlled Parking Zone (CPZ):**
  - Only Resident Permit Holder Bays and Shared Bays which allow residents parking (these may be shared with Pay-and-Display parking and/or Business Permit Holders) were counted;

- Calculation of parking capacity was recorded by measuring the total length of each parking bay and this length then divided by five, within each vehicle assumed to be 5m; and
- In any other areas where cars can legally park overnight, the number of cars were counted and noted separately. These typically comprise of Single Yellow Lines or short-term parking or Pay-and-Display bays.
- **Areas which are not within a CPZ:**
  - All areas of unrestricted parking were counted; and
  - Calculation of parking capacity was recorded by measuring the total length of the road, accounting for any obstructions to parking (drive-way accesses, junctions etc.) were measured and then divided by five. This number was then rounded down to the nearest whole number in order to approximate capacity.

5.2.3.3. The results of these residential parking surveys has been included in the relevant table for each survey site in Section 5.7 through Section ~~5.335-34~~ of this report.

### 5.3. ESTIMATED CAR PARKING DEMAND AND CAPACITY

5.3.1.1. A number of assumptions have been used to estimate existing levels of car parking demand and capacity as described below. These assumptions have been formulated based on professional judgement and experience of existing conditions along the Onshore Cable Corridor. These assumptions have been used to estimate parking capacity / occupancy in the cases where representative surveys cannot be undertaken due to the on-going public health situation (for business parking and public car parks), or for areas where initial assessment found sufficient alternative parking available and thus did not require further assessments through the use of parking surveys.

5.3.1.2. For all parking that does not occur on private driveways, a 75% occupancy rate has been assumed where necessary surveys have not yet been carried out (as shown highlighted in [red] in the tables below). This includes all areas of parking impacted directly by construction of the Onshore Cable Route and alternative locations identified as possible locations to cater for displaced demand. This is considered to be a realistic and robust assumption that enables a robust and comprehensive package of mitigation to be established in lieu of surveys, taking into account the anticipated impact of the works and ability of alternative locations to accommodate displaced parking.

~~5.3.1.3.~~ For driveway parking it is recognised that the proposed strategy will reduce the level of displaced parking during single lane closures through the following:

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- ~~to by provide providing~~ access outside of working hours, and
- ~~by provide access to~~ vulnerable people ~~and persons with disabilities or reduced mobility~~ at all times during single lane closures; and
- ~~by making best endeavours to provide for access in all other circumstances.~~

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~~5.3.1.3-5.3.1.4.~~ ~~will reduce the level of displaced parking during construction works. For assessment purposes however and to provide a robust estimate of~~ the potential level of displaced parking during construction working hours where single lane closures are required a combination of desktop surveys and the National Travel Survey 2018 (Department for Transport) have been used based on the following methodology:

1. Driveway parking has been estimated for an area using a combination of Google Maps and Streetview, with the upper limits of provision being used to calculate total parking capacity. For example, if 10 properties each had driveway capacity for 2-3 vehicles, it has been assumed that the maximum parking capacity is 30 vehicles.
2. Table NTS0503 'Trip purpose by start time (Monday to Friday): England' from the National Travel Survey 2018 was used to calculate the proportion of trips made between 08:00 and 17:00 to take account of construction working hours and likely periods when road plates will be installed. This showed that 67% of trips are made between this time, when considering all journey purposes.
3. Table NTS0409 'Average number of trips (trip rates) and distance travelled by purpose and main mode: England' from the National Travel Survey 2018 was used to estimate the number of trips made by car and as a robust assumption, it has been assumed that in addition to car driver trips, all car passenger (as pick-ups from home), London transport and surface rail trips (as part of a longer commute) have been assumed to include car travel from home. This shows that 67% of trips are made by car when considering all journey purposes.
4. The maximum capacity has been multiplied by the percentage of trips made between 08:00 and 17:00 (67%) and by the percentage of trips made by car (67%) to calculate an anticipated level of demand from displaced parking when residential access is not available.

~~5.3.1.5.~~ Using this methodology for single lane closures, it is assumed that 45% of total driveway parking capacity will be displaced during construction working hours. For full road closures, it is assumed that 100% of total driveway capacity will be displaced.

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~~5.3.1.4-5.3.1.6.~~ ~~In all cases, the assessment has also assumed that all properties located within the 100m construction zone have driveway access restricted by the construction works, and therefore require parking to be displaced during construction working hours. This is a very robust assessment, taking account of the strategy for maintaining~~

[access to properties summarised in paragraph 5.1.1.3, which means that only 2-3 properties are likely to have access restricted at any one time.](#)

## 5.4. APPROXIMATING AVAILABLE CAPACITY OF ALTERNATIVE PARKING

5.4.1.1. For the purpose of this assessment, it was necessary to approximate the available capacity of existing parking where surveys have not been completed. The methodology set out below has been used to approximate the capacity of existing parking spaces unless it is specifically stated that an alternative approach has been taken (for example, if parking surveys have already been undertaken in areas to assess existing capacity).

### 5.4.2. ON-STREET PARKING

5.4.2.1. The methodology used to approximate the total capacity of on-street parking was as follows:

- **For locations where on-street parking has marked bays:** the total number of marked bays were counted; and
- **For locations where on-street parking does not have marked bays:** the total length of available kerbside was measured, and this number divided by 4.5m to gain an approximation of the total capacity. The value of 4.5m was chosen as this reflects the minimum expectable total length of designated on-street parking bays parallel to the carriageway in the UK as per guidance set out in Paragraph 5.b of Part 5 of The Traffic Signs Regulations and General Directions 2016 (TSRG).

5.4.2.2. As stated above, in order to provide a robust assessment, it was assumed that total number of existing on-street bays have an occupancy rate of 75%. Therefore, it is assumed that the remaining 25% of the total capacity will be available to accommodate displaced parking. As such, the number of available parking spaces listed in the 'Alternatives Available' sections of this report are reflective of 25% of total existing capacity. The 75% occupancy rate is considered to be robust as it mainly relates to residential areas which are quieter during the working day. If parking levels are at 100%, affected residents will park further away from their destination.

### 5.4.3. PUBLIC CAR PARKS

5.4.3.1. This methodology used to calculate the total capacity of public car parks is as follows:

- **For Car Parks with marked bays:** the total number of bays were counted; and



- **For Car Parks with no formal markings:** the total number of available spaces was approximated by measuring available length and dividing this number by 2.8m, the standard width of a UK parking spaces.

5.4.3.2. Again, in order to provide a robust assessment, the 'Alternatives Available' section of this report lists 25% of total the total number of spaces.

## 5.5. TRAFFIC REGULATION ORDERS

5.5.1.1. Where it is required that Traffic Regulation Orders (TROs) are required to be temporarily suspended or altered to facilitate construction (including the provision of alternative car parking), the power to do so is to be included in the DCO (Examination Library Reference: [APPREP7-019013](#)), with the requirements for TROs confirmed as part of the approval of the detailed traffic management measures to be implemented in connection with specific works forming part of the Proposed Development.

## 5.6. CONSTRUCTION IMPACTS OF THE ONSHORE CABLE ROUTE

5.6.1.1. The following sub-sections of this report detail the likely impact of the construction of the proposed Onshore Cable Route on car parking within the entirety of the Order Limits. To assess impacts on residential, business and public car parking this note uses the same section numbering convention as the FTMS. For ease of reference, the location of impacted parking is also shown in **Appendices 1- 7**. The section breaks as shown in Appendix 1 – 7 refer to the different sections of the Onshore Cable Route, as outlined in the FTMS. The row breaks further sub-divide each of these sections into groups of properties, and in doing so allow for further localised consideration of the properties (business and residential) impacted by the proposals and the mitigation proposed within each section.

## 5.7. SECTION 1 - CONVERTER STATION AND SECTION 2- ANMORE

- 5.7.1.1. Within section 1 and 2 of the Onshore Cable Corridor the access arrangements to residential properties and businesses or public car parking will not be impacted by construction of the Onshore Cable Route.
- 5.7.1.2. Full details of alternative parking locations for section 1, 2 and 3 can be found in Appendix 1.

## 5.8. SECTION 3 - DENMEAD / KINGS POND MEADOW

Table 5.1 – Residential Properties and Associated Parking

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>Mill Road</b>	Driveway access and on-street parking capacity for approximately 12 vehicles north of Mill Close / Windmill Field	Temporary TRO to be implemented in order to prohibit on-carriageway parking to enable delivery of cable drums. Driveway access will be maintained at all times.  Maximum duration of one week per circuit during construction working hours only.	Temporary TRO suspension of on-carriageway parking during working hours. Limited impact as majority of residential properties have private driveways on this link.	On-street parking spaces available on <a href="#">Anmore Road</a> / Mill Close and Windmill Fields = <a href="#">13-20 spaces within a maximum distance of 360m.</a>  This can fully accommodate displaced parking.	No surveys required	Negligible residual impacts due to availability of driveways for residential properties on this link.
<a href="#">Anmore Road</a>	<a href="#">Driveway access and on-street parking provision for approximately seven vehicles in close proximity to the residential properties directly to the east of the junction with Mill Road</a>	<a href="#">Temporary TRO to be implemented in order to prohibit on-carriageway parking to enable delivery of cable drums. Driveway access will be maintained at all times. Maximum duration of one week per circuit during construction working hours only.</a>	<a href="#">Temporary TRO suspension of on-carriageway parking during working hours. Limited impact as majority of residential properties have private driveways on this link.</a>	<a href="#">On-street parking spaces available on Mill Close and Windmill Fields = 13 spaces within a maximum distance of 400m.</a>  <a href="#">This can fully accommodate displaced parking.</a>	<a href="#">No surveys required</a>	<a href="#">Negligible residual impacts due to availability of driveways for residential properties on this link.</a>

### 5.8.1. BUSINESS PROPERTIES AND ASSOCIATED PARKING

- 5.8.1.1. There are no public car parks in this section.

### 5.8.2. PUBLIC CAR PARKS

- 5.8.2.1. There are no public car parks in this section.

**5.9. SUB-SECTION 3.2 - B2150 HAMBLEDON ROAD TO SOAKE ROAD**

5.9.1.1. Access to residential or business properties or public car parks will not be directly impacted by construction of the Onshore Cable Route within this Section.

**5.10. SECTION 4 – HAMBLEDON ROAD TO FARLINGTON AVENUE**

5.10.1.1. The Onshore Cable Corridor within Section 4 contains the following highway links:

- Sub-Section 4.1 – B2150 Hambledon Road between Soake Road and Milton Road;
- Sub-Section 4.2 – B2150 Hambledon Road and A3 Maurepas Way between Milton Road and A3 London Road;
- Sub-Section 4.3 – A3 London Road to Ladybridge Roundabout;
- Sub-Section 4.4 – A3 London Road to Portsdown Hill Road; and
- Sub-Section 4.5 – B2177 Portsdown Hill Road.

5.10.1.2. A summary of residential, business and public parking impacted by construction of the cable Onshore Cable Route is provided below.

5.10.1.3. Full details of alternative parking locations for section 4.1, can be found in Appendix 2.

5.10.1.4. Alternative parking arrangements for section 4.2 and 4.3 can be found in Appendix 3 and sections 4.4 and 4.5 in Appendix 4.

**5.11. SUB-SECTION 4.1 – B2150 HAMBLEDON ROAD BETWEEN SOAKE ROAD AND MILTON ROAD**

**5.11.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING**

**Table 5.2 – Residential Properties and Associated Parking**

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>3 properties on B2150 Hambledon Road to the immediate south of Closewood Road</b>	Driveway access with capacity for approximately 2 vehicles per property (6 vehicles in total).	Each property to be impacted for approximately one week per circuit. Driveway access impacted during working hours only.	Temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access, impacting 3 properties at any one time, during construction.  Displaced parking of approximately 4 vehicles at any one-time.	Billy's Lake Car Park = approximately 20 spaces <a href="#">within a maximum distance of 270m.</a>  <a href="#">This can fully accommodate displaced parking.</a>	No surveys required	Limited daytime demand, available alternatives and road-plating of driveway access outside of construction working hours result in minimal residual impacts.
<b>11 houses on Southdown View, 92 – 130 B2150 Hambledon Road and 16 properties on</b>	Mainly driveway access with capacity for approximately 2 vehicles per property. (54 vehicles in total).	Informal give-way on Southdown View / Hambledon Road spur, shuttle working traffic signals on Hambledon Road.	Temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access, impacting 6-8 properties	Southdown View / Hambledon Road spur =approximately 8 on-street parking spaces <a href="#">within a maximum distance of 400m.</a>	No surveys required	Limited daytime demand, available alternatives and road-plating of driveway access outside of construction working hours result in minimal residual impacts.

<b>Hambledon Road spur.</b>	Very limited on-road parking on Southdown View and Hambledon Road spur.	Each property to be impacted for approximately six days in total. Driveway access impacted during working hours only.	at any one time, during construction.  Displaced parking of approximately 7 vehicles at any one-time.	Charlesworth Drive = approximately 4 on-street parking spaces <u>within a maximum distance of 400m.</u>  This can fully accommodate displaced parking.		
<u>11 houses on Southdown View</u>	<u>Mainly driveway access for approximately 2 vehicles per property (22 vehicles in total) and on-road parking for approximately 12 vehicles</u>	<u>Temporary suspension of on-street parking on Southdown View to facilitate cable drum delivery.</u>  <u>Driveway access to be retained.</u>	<u>Temporary suspension of on-street parking on Southdown View.</u>  <u>Displaced parking of up to 12 vehicles.</u>	<u>Silverdale Drive = approximately 6 on-street parking spaces within 400m.</u> <u>Esher Grove = approximately 6 on-street parking spaces within 400m.</u>	<u>No surveys required</u>	<u>Limited daytime demand, available alternatives and driveway access retention result in minimal residual impacts.</u>

**Table 5.3 – Business Properties and Associated Parking**

<b>Business / Area Impacted</b>	<b>Existing Provision</b>	<b>Traffic Management Proposals and Duration of Impacts</b>	<b>Impact of Construction Works</b>	<b>Alternatives Available</b>	<b>Parking Surveys Required</b>	<b>Residual Impacts</b>
<b>Hambledon Parade (12 local shops / businesses)</b>	On-street parking for 23 cars, 2 accessible bays and 1 loading bay.	Construction to be split into two 70m sections with one-way system used to limit car parking suspension to one-side of carriageway.  Construction will take place over two weeks per circuit (70m per week).	Temporary suspension of 7-8 on-street car parking spaces at any one-time, equivalent to 6 vehicles at 75% occupancy, during construction.	Public car park on corner of Sickle Way and Hambledon Road, approximately 70m from existing with capacity for approximately 24 vehicles. 75% occupancy would provide capacity for 6 displaced vehicles <u>within 90m-</u>  Southdown View / Hambledon Road spur =	<b>Surveys required to assess the typical daytime and evening occupancy on Hambledon Parade and Sickle Way car park.</b>	Potential overflow parking onto alternative parking locations. Accessible bays and loading bay to be retained at all times through reallocation of spaces as required. This will require suspension of existing TROs.

approximately 8 on-street parking spaces [within 220m](#).

**Table 5.4 – Public Car Park**

Public Car Park Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>Billy's Lake open space car park, Southdown View (Havant Borough Council)</b>	Informal parking for approximately 20 vehicles.	Potential joint bay location.  Approximately one month per Joint Bay.	Temporary loss of 50% of car parking spaces, equivalent to 10 vehicles.	Southdown View = 4 on-street parking spaces <a href="#">within 150m</a> .  Hambledon Parade = 6 spaces (limited to 3-hour stay) <a href="#">within 300m</a> .  Sickle Way car park = 6 spaces <a href="#">within 350m</a> .	<b>Surveys required to assess the weekend demand for Sickle Way car park. Surveys required to assess the typical daytime and evening occupancy on Hambledon Parade and Southdown View.</b>	Potential overflow parking onto alternative parking locations. Full mitigation unlikely to be available if surveys show alternative capacity is not sufficient.

**5.12. SUB-SECTION 4.2 – B2150 HAMBLEDON ROAD AND A3 MAUREPAS WAY BETWEEN MILTON ROAD AND A3 LONDON ROAD**

**5.12.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING**

<u>Impacted Properties</u>	<u>Existing Provision</u>	<u>Traffic Management Proposals and Duration of Impacts</u>	<u>Impact of Construction Works</u>	<u>Alternatives Available</u>	<u>Parking Surveys Required</u>	<u>Residual Impacts</u>
<a href="#">13 properties between 40 – 64 Hambledon Road spur (south of the junction with Milton Road)</a>	<a href="#">On-street parking for approximately 35 vehicles and private driveway access</a>	<a href="#">Temporary TRO to suspend on-street parking to facilitate the delivery of cable drums to Joint Bay locations.</a>	<a href="#">Temporary suspension of on-street parking to facilitate the delivery of cable drums to Joint Bay locations. Driveway access to be retained throughout delivery of cable drums.</a>	<a href="#">Hambledon Road spur (south of the junction with B2150 Hambledon Road) On-street parking = approximately 6 spaces within 300m</a>  <a href="#">Hambledon Road spur (north of the junction with Milton Road) On-street parking = approximately 7 spaces within 300m</a>	<a href="#">No surveys required.</a>	<a href="#">Negligible residual impacts due to available alternatives and retention of private driveway access</a>

**5.12.2. NO RESIDENTIAL OR BUSINESS PROPERTIES AND ASSOCIATED PARKING**

5.12.2.1. There are no businesses impacted in this section.

**5.12.3. PUBLIC CAR PARKS**

5.12.3.1. There are no public car parks impacted in this section.

**5.12.1.1. WILL BE DIRECTLY IMPACTED BY CONSTRUCTION OF THE ONSHORE CABLE ROUTE WITHIN THIS SECTION.**

**5.13. SUB-SECTION 4.3 – A3 LONDON ROAD TO LADYBRIDGE ROUNDABOUT**

**5.13.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING**

**Table 5.5 – Residential Properties and Associated Parking**

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>1 – 35 A3 London Road, A3 London Road between Forest End Roundabout and south of the junction with Forest End.</b>	A mix of driveway access (with capacity of approximately 3 spaces per property for 13 properties equating to a total of 39 spaces in driveways) and on-footway parking (8 spaces).	Shuttle working Each property to be impacted for approximately one week per circuit.  Driveway access impacted during working hours only.	Approximately 18 impacted properties with temporary loss of vehicular access to driveway and on-footway parking during working hours, except for emergency / vulnerable persons' access, during construction.  8-10 properties and displaced parking of approximately 14 vehicles at any one time.	Forest End / Norton Close / Windrush Gardens / Evergreen Close / On-footway parking on A3 London Road = approximately 299 spaces <u>within 400m.</u>  Surveys undertaken on Forest End / Norton Close / Windrush Garden / Evergreen Close / the on-footway parking on A3 London Road found an average occupancy of 30%.  This suggests these roads are able to fully accommodate displaced parking.	No further surveys required.	Negligible residual impacts due to available alternatives
<b>100 – 208 A3 London Road</b>	Driveway access with capacity of approximately 3 spaces per property for approximately 54 properties equating to	Single lane closures.  Each property to be impacted for approximately one	Possible temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access, during construction. Temporary	Forest End / Norton Close / Windrush Gardens / <u>On-footway on A3 London Road</u> = <u>approximate existing reserve capacity for 16-73</u> on-street parking spaces for 13 properties	No surveys required.	Negligible residual impacts due to limited daytime demand, available alternatives and road-plating of driveway access outside

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Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
	approximately 162 spaces in driveways.	week per circuit, during working hours only.	closure will only be required if constructor utilises bus lane(s) rather than all-purpose lane. Impact on 5-10 properties and displaced parking of approximately 14 vehicles at any one time.	<p><u>within a maximum distance of 400m.</u></p> <p>Corbett Road = approximately <del>7</del> <u>5</u> on-street parking spaces for <del>41</del> <u>24</u> properties <u>within a maximum distance on 400m-</u></p> <p><u>Newlands Avenue = approximately 9 on street parking spaces for 17 properties within 400m</u></p> <p>This can fully accommodate displaced parking.</p>		of construction working hours.
<b>72 – 100 A3 London Road</b>	Driveway access with capacity of approximately 3 spaces per property for 4 properties equating to 12 spaces in driveways.	<p>Shuttle working.</p> <p>Each property to be impacted for approximately one week per circuit, during working hours only.</p>	<p>Approximately 4 impacted properties with temporary loss of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access, during construction.</p> <p>Impact on maximum of 4 properties at any one time equating to 7 displaced vehicles.</p>	<p>Campbell Crescent = approximately 5 on-street parking spaces for four properties <u>within 180m-</u></p> <p>Purbrook Gardens = approximately 2 spaces for two properties <u>within 350m.</u></p> <p>This can fully accommodate displaced parking.</p>	No surveys required.	Negligible residual impacts due to further mitigation required due to limited daytime demand, available alternatives and road-plating of driveway access outside of construction working hours.
<b>50-72a London Road</b>	On-street parking for resident permit holders only (6pm-8am) for up to 5 vehicles.	<p>Shuttle working.</p> <p>Each property to be impacted for approximately one week per circuit,</p>	Temporary suspension of all on-street parking during construction. TRO suspension required.	Ladybridge Road public car park (free of charge) with approximately 46 spaces <u>within a maximum walking distance of 330m.</u> <del>This is 170m walk from Ladybridge roundabout.</del>	<b>Weekday and weekend parking surveys of Ladybridge Road public car park required to assess peak occupancy.</b>	Potential for overflow parking onto alternative parking locations. Full mitigation unlikely to be available if surveys

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Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
		during entirety of construction works.		75% occupancy would provide capacity for displaced parking.		show alternative capacity is not sufficient.  Potential to use road plates to bring on-street parking back into use outside of working hours.
<b>7, 48, 50 and 55 A3 London Road</b>	Single driveway access for 2-3 vehicles for one property but no other parking provision.	Road closure.  Each property to be impacted for two weekends week per circuit.	Temporary closure of vehicular access to single driveway parking for the entire construction period.	Ladybridge Road public car park (free of charge) with approximately 46 spaces <a href="#">within a maximum distance of 240m.</a> <del>This is 170m walk from Ladybridge roundabout.</del>  75% occupancy would provide capacity for displaced parking.	No surveys required.	Negligible residual impacts due to limited number of properties impacted.
<b>24 - 30 London Road</b>	On-street parking with capacity for 6 vehicles.	Shuttle working.  Each property to be impacted for approximately one week per circuit, during working hours only.  Total impact of six parking spaces at any one time.	Temporary suspension of on-street parking during construction. TRO suspension required.	Alternative parking available within Ladybridge Road public car park (free of charge) with approximately 46 spaces. <del>This is 170m walk from Ladybridge roundabout.</del> <a href="#">Within a maximum walking distance of 340m.</a>  75% occupancy would provide capacity for displaced parking.	<b>Weekday and weekend surveys required of village centre and car park to assess peak occupancy on A3 London Road and Ladybridge Road public car park.</b>	Potential for overflow parking onto alternative parking locations. Full mitigation unlikely to be available if surveys show alternative capacity is not sufficient.  Potential to use road plates to bring on-street parking back into use outside of working hours.

**Table 5.6 – Business Properties and Associated Parking**

Business / Area Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<p><b>The following businesses will be impacted within Purbrook village centre north of Ladybridge roundabout:</b></p> <p><b>Roadracer International Motorcycle Dealership</b>  <b>Gino's Mens Hairdressing</b>  <b>Jacqueline's Hair and Nails Salon</b>  <b>Radiance Beauty Salon</b>  <b>JmB-PC Computer Repairs and sales shop</b>  <b>Matheson Optometrists</b>  <b>Tax Assist Accountants</b>  <b>Purbrook Pharmacy</b>  <b>Ray Dentith Motorcycles</b>  <b>New Purbrook Garden Chinese Take Away</b>  <b>One Stop Convenience Store</b>  <b>Broadway Coffee Shop</b>  <b>Cut'n'Dry barbers</b>  <b>Purbrook Spice Indian Takeaway</b></p>	<p>On-street parking bays (Mon-Fri 8am-6pm 1 hour with no returns within 1 hour) with capacity for approximately 16 vehicles.</p> <p>Two loading bays.</p>	<p>Shuttle working.</p> <p>Each property to be impacted for approximately one week per circuit.</p>	<p>Temporary suspension of up to 12 on-street parking bays and two loading bay at any one-time, equivalent to 9 vehicles at 75% occupancy.</p>	<p>Alternative parking available within Ladybridge Road public car park (free of charge) with approximately 46 spaces. This is <a href="#">within a 170m walk from Ladybridge roundabout a maximum distance of 275m.</a></p> <p>75% occupancy would provide capacity for displaced parking.</p>	<p><b>Weekday and weekend surveys required of village centre and car park to assess peak occupancy on A3 London Road and Ladybridge Road public car park.</b></p>	<p>Potential for overflow parking onto alternative parking locations. Alterations of existing TRO to provide for relocated loading bay.</p> <p>Full mitigation unlikely to be available if surveys show alternative capacity is not sufficient.</p> <p>Potential to use road plates to bring on-street parking back into use outside of working hours.</p>

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5.13.1.1. Within Purbook the following business fall outside of the road closure discussed in Table 5.6, and as such would be provided with road plating as per the FTMS and Access Note:

- Portsmouth Plumbing Supplies;
- The Co-operative Food (entry and exit);
- Happy Hearts Pre-School;
- Time 4 Nutrition;
- Motorwise; and
- The Woodman public house.

5.13.2. PUBLIC CAR PARK

5.13.2.1. There are no public car parks in this section.

5.14. SUB-SECTION 4.4 - A3 LONDON ROAD / LADYBRIDGE ROUNDABOUT TO PORTSDOWN HILL ROAD

5.14.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING

Table 5.7 – Residential Properties and Associated Parking

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<p><b>14 properties - 108 – 136 A3 London Road and 46 impacted properties between 46 – 106 A3 London Road</b></p>	<p>Driveway access with capacity for a maximum of approximately 3 cars per property for approximately 42 properties equating to a total of 126 spaces in driveways.</p>	<p>Lane closures.</p> <p>Each property to be impacted for approximately one week per circuit, during working hours only.</p>	<p>Possible temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access.</p> <p>Temporary closures will only be required if construction utilises bus lane(s) rather than all-purpose lane.</p> <p>5-10 properties impacted and displaced parking of approximately 14 vehicles at any one-time.</p>	<p>Park Road = approximately 8 on-street parking spaces for approximately 14 properties <a href="#">within a maximum distance of 400m</a>.</p> <p>Bushy Mead = approximately 5 on-street parking spaces with restriction of no waiting Monday Friday between 9am-5pm) and approximately 36 on street spaces without restrictions for 34 impacted properties <a href="#">within a maximum distance of 400m</a>.</p> <p>Surveys of Bushy Mead found an existing occupancy of 40% with approximate reserve capacity for 24 vehicles</p>	<p>No further surveys required</p>	<p>Negligible residual impacts due to the availability of alternatives.</p>
<p><b>Between 6 and 46 London Road</b></p> <p><b>Approximately four properties are impacted on the west side of the carriageway on A3 London Road.</b></p> <p><b>Approximately 22 properties are impacted on the</b></p>	<p>Driveway access with capacity for a maximum of approximately 3 cars per property for approximately 27 properties equating to approximately 81 spaces in driveways.</p>	<p>Shuttle working.</p> <p>Each property to be impacted for approximately one week per circuit, during working hours only.</p>	<p>Temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access.</p> <p>5-10 properties impacted and displaced parking of approximately 14 vehicles at any one-time.</p>	<p>Lily Avenue / Lansdowne Avenue / Geoffrey Avenue / Victoria Avenue = approximately 24 on-street parking spaces <a href="#">within a maximum distance of 400m</a>.</p> <p>Park Avenue and The Brow = approximately 13 on-street parking spaces <a href="#">within a maximum distance of 400m</a>.</p>	<p>No surveys required.</p>	<p>Negligible residual impacts thus no further mitigation required due to limited daytime demand, available alternatives and road-plating of driveway access outside of construction working hours.</p>

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
eastern side of the carriageway.				This can fully accommodate displaced parking.		
<b>Four properties impacted between 1 – 6 A3 London Road</b>	Driveway access with capacity for a maximum of approximately 3 cars per property for approximately 4 properties equating to approximately 12 spaces in driveways.	Shuttle working.  Each property to be impacted for approximately one week per circuit, during working hours only.	Temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access  5-10 properties impacted and displaced parking of approximately 8 vehicles at any one-time.	Oakhurst Gardens = approximately 5 on-street parking spaces for four properties <a href="#">within a maximum distance of 220m.-</a>  This can accommodate displaced parking.	No surveys required.	Negligible residual impacts thus no further mitigation required due to limited daytime demand, available alternatives and road-plating of driveway access outside of construction working hours.

**Table 5.8 – Business Properties and Associated Parking**

Business / Area Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>The following business properties will be impacted directly south of Ladybridge roundabout: Milton Glass The Village Bakery and Café 3D Beauty Salon 1<sup>st</sup> Quay Fish and Chips</b>	Off-carriageway car-park with capacity for 10 vehicles plus off-carriageway parking for 3 vehicles.	Shuttle working.  Each property to be impacted for approximately one week per circuit.	Temporary closure of car park and all off-carriageway car park during construction, equivalent to 10 vehicles at 75% occupancy.	Alternative parking available within Ladybridge Road public car park (free of charge) with approximately 46 spaces. <a href="#">This is 170m walk from Ladybridge roundabout, within a maximum distance of 260m.</a>  75% occupancy will cater for displaced parking if completed independently to works north of Ladybridge Roundabout. Capacity may not be available if construction also extends to northern side of Ladybridge roundabout.	<b>Weekday and weekend surveys required of village centre and car park to assess peak occupancy on A3 London Road and public car park.</b>	Potential for overflow parking onto alternative parking locations. Potential to use road plates to provide access to car-park during construction working hours.

Business / Area Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<p><b>Four local businesses on A3 London Road immediately north of Bushy Mead:</b>  <b>Purbrook Veterinary Practice</b>  <b>Widley Cottage Chinese Take-away</b>  <b>Manhattan Cakes Bakery</b>  <b>The Co-operative Funeral Care Funeral Directors</b></p>	Nine designated off-carriageway bays, including one designated accessible bay (business customer parking only).	<p>Lane closure.</p> <p>Each property to be impacted for approximately one week per circuit.</p>	<p>Possible temporary suspension all of parking for approximately one week during construction. Temporary suspension will only be required if constructor utilises bus lane(s) rather than all-purpose lane.</p> <p>Equivalent to 7 vehicles at 75% occupancy.</p>	On-street alternative parking available on Bushy Mead for 5 vehicles. Will require temporary suspension of existing TRO on Bushy Mead (no waiting 9am-5pm Mon-Fri).	<b>Weekday surveys required of business parking on London Road and weekday surveys of Bushy Mead.</b>	Potential for overflow parking onto alternative parking locations. May require temporary suspension of TRO on western end of Bushy Mead to increase available car parking capacity.
<p><b>Two local businesses on A3 London Road immediately south of Bushy Mead</b>  <b>L.A. Barbers barbershop</b>  <b>Enchanted Endeavours Tattoo Parlour</b></p>	Four designated off-carriageway bays (business customer parking only).	<p>Lane closure.</p> <p>Each property to be impacted for approximately one week per circuit.</p>	<p>Possible temporary suspension of all parking for approximately one week during construction. Temporary suspension will only be required if constructor utilises bus lane(s) rather than all-purpose lane.</p> <p>Equivalent to 3 vehicles at 75% occupancy.</p>	On-street alternative parking available on Bushy Mead for 5 vehicles. Temporary suspension of existing TRO on Bushy Mead (No waiting 9am-5pm Mon-Fri) to accommodate displaced parking. <a href="#">Alternative parking on Bushy Mead is within 200m of displaced parking.</a>	<b>Weekday surveys required of business parking on London Road and weekday surveys of Bushy Mead</b>	Potential for overflow parking onto alternative parking locations. May require temporary suspension of TRO on western end of Bushy Mead to increase available car parking capacity.
<b>Hampshire Rose Public House</b>	Car park with approximately 25 spaces.	<p>Possible joint bay location.</p> <p>Approximately one month per joint bay.</p>	Temporary suspension of car parking, equivalent to 19 vehicles at 75% occupancy.	Park Avenue = approximately 8 on-street parking spaces available <a href="#">within 400m.</a>	<b>Surveys required on Friday / Saturday on both the Public House Car Park and Park Avenue to existing occupancy levels.</b>	Potential for overflow parking onto alternative parking locations. Full mitigation unlikely to be available if surveys show alternative capacity is not sufficient – displaced parking likely to be spread further from car park.

**5.14.2. PUBLIC CAR PARK**

5.14.2.1. There are no public car parks in this section.

## 5.15. SUB-SECTION 4.5 – B2177 PORTSDOWN HILL ROAD

### 5.15.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING

Table 5.9 – Residential Properties and Associated Parking

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
2 properties impacted on B2177 Portsdown Hill Road	Driveway access with capacity for a maximum of approximately 3 cars per property for 2 properties equating to approximately 6 spaces in driveways.	<b>Shuttle working.</b>  Each property to be impacted for approximately one week per circuit, during working hours only.	Temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access.  2 properties impacted and displaced parking of approximately 3 vehicles at any one-time.	Hilltop Crescent = approximately 6 on street parking spaces <a href="#">within 300m</a> .  Portsdown Hill Car park = approximately 7 spaces <a href="#">within a maximum distance of 132m</a> .  This <del>can accommodate</del> <a href="#">can accommodate</a> displaced parking	No surveys required.	Negligible residual impacts,

### 5.15.2. BUSINESS PROPERTIES AND ASSOCIATED PARKING

5.15.2.1. There are no public car parks in this section.

### 5.15.3. PUBLIC CAR PARK

Table 5.10 – Public Car Park

Public Car Park Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
Portsdown Hill Car Park	Public car park with capacity for approximately 30 vehicles (informal parking).	Temporary partial closure of car park during construction, with possible full closure required when construction of Onshore Cable Route is entering / exiting the car park.  Impact for approximately one week per circuit.	Temporary loss of public parking provisions at Portsdown Hill Car Park during construction, equivalent to 23 vehicles at 75% occupancy.	<a href="#">Hilltop Crescent = approximately 6 on street parking spaces within 400m.</a>  <a href="#">Hoylake Road = approximately 10 spaces on-street within 400m</a>  Portsdown Hill Viewpoint and Widley Walk car parks <a href="#">also</a> have capacity for approximately 80 vehicles, <a href="#">within 1km of displaced parking. These car parks are</a>	No surveys required.	Negligible residual impacts.

[likely to act as appropriate alternatives for users of Portsdown Hill Car Park whom use the car park for recreational uses.-](#)

At 75% occupancy, this would cater for displaced parking.

## 5.16. SECTION 5 –FARLINGTON

5.16.1.1. The Onshore Cable Corridor within Section 5 contains the following highway links:

- Sub-Section 5.1 – Farlington Avenue between Portsdown Hill Road and Sea View Road;
- Sub-Section 5.2 - Farlington Avenue between Sea View Road and Havant Road;
- Sub-Section 5.3 - Eveleigh Road;
- Sub-Section 5.4 – crossing of Havant Road into Farlington Avenue or Portsmouth Water land; and
- Sub-Section 5.5 – Havant Road and A2030 Eastern Road between Farlington Avenue and Fitzherbert Road.

5.16.1.2. A summary of residential, business and public parking impacted by construction of the Onshore Cable Route is provided below.

5.16.1.3. Full details of alternative parking locations for section 5.1,5.2, 5.3, 5.4,5.5 and 6, can be found in Appendix 5.

## 5.17. SUB-SECTION 5.1 – FARLINGTON AVENUE BETWEEN PORTSDOWN HILL ROAD AND SEA VIEW ROAD

Table 5.11 – Residential Properties and Associated Parking

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
Approximately 39 properties between 31 – 100 Farlington Avenue	On-street parking and some driveway access with capacity for approximately 1-2 cars per property for nine properties equating to approximately 18 spaces in driveways.	Shuttle working.  Each property to be impacted for approximately one week per circuit, during working hours only.	Temporary suspension of approximately 140 total on-street parking bays during construction.  Temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access.  Impact on up to 10-15 properties and displaced	Moortown Avenue = approximately 13 on-street parking spaces for 11 properties <a href="#">within a maximum distance of 350m.</a>  Birkdale Avenue = approximately 20 spaces for the eight properties <a href="#">within a maximum distance of 400m.</a>  Burnham Road = approximately 7 on-street parking spaces for 11 impacted properties <a href="#">within a maximum distance of 240m.</a>	No further surveys required.	Negligible residual impacts.

			parking of approximately 14 vehicles at any one-time.	Blake Road = approximately 2 on-street parking spaces for six properties <u>within a maximum distance of approximately 160m.</u>  Parking surveys were undertaken in October 2019 on Seaview Road, Portsdown Avenue, Solent Road, Eveleigh Road and St Hellens Road. Occupancy was found to be an average of 53%, which suggests these roads have sufficient capacity to accommodate displaced vehicles.		
<u><a href="#">Farlington Avenue north of Sea View Road (in proximity to Burnham road and Mooortown Avenue)</a></u>	<u><a href="#">On-street parking and some driveway access with capacity for approximately 1-2 cars per property for nine properties equating to approximately 18 spaces in driveways.</a></u>	<u><a href="#">Temporary suspension of on-street parking to facilitate Joint Bay construction</a></u>	<u><a href="#">Temporary suspension of approximately 15 on-street parking spaces on Farlington Avenue and Burnham Road or Mooortown Avenue</a></u>	<u><a href="#">Mooortown Avenue = approximately 13 on-street parking spaces for 11 properties within a maximum distance of 350m.</a></u>  <u><a href="#">Birkdale Avenue = approximately 20 spaces for the eight properties within a maximum distance of 400m.</a></u>  <u><a href="#">Burnham Road = approximately 7 on-street parking spaces for 11 impacted properties within a maximum distance of 240m.</a></u>  <u><a href="#">Parking surveys were undertaken in October 2019 on Seaview Road, Portsdown Avenue, Solent Road, Eveleigh Road and St Hellens Road. Occupancy was found to be an average of 53%, which suggests these roads have sufficient capacity to accommodate displaced vehicles.</a></u>	<u><a href="#">No further surveys required.</a></u>	<u><a href="#">Negligible residual impacts.</a></u>

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**5.17.1. BUSINESS PROPERTIES AND ASSOCIATED PARKING**

5.17.1.1. No affected business properties within this section.

**5.17.2. PUBLIC CAR PARKS**

5.17.2.1. There are no public car parks within this section.

**5.18. SUB-SECTION 5.2 FARLINGTON AVENUE BETWEEN SEA VIEW ROAD AND HAVANT ROAD**

5.18.1.1. Alongside consideration given to residential, business and public car parking in this sub-section it should be noted that Solent Infant School is also on this link. Access and parking associated with the school is unlikely to be impacted during term time given the restrictions set out in paragraph 7.3.1.2. of the FTMS which prevent works in this location being undertaken during term time.

**5.18.2. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING**

**Table 5.12 – Residential Properties and Associated Parking**

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
Approximately 34 properties on Farlington Avenue between 1-44	Driveway access with capacity for approximately 1-2 cars per property for 34 properties equating to 68 spaces in driveways.	Temporary road closure.  Each property to be impacted for approximately one week per circuit, for entirety of construction period.	Temporary closure of vehicular access to driveway parking.  Impact on up to 10-15 properties and displaced parking of approximately 14 vehicles at any one-time.	Blake Road = approximately 2 on-street parking spaces for seven properties <a href="#">within a maximum distance of approximately 230m</a> .  Eveleigh Road approximately 5 on-street parking <del>spaces</del> <a href="#">for spaces for</a> 1 – 13 Farlington Avenue (west side of carriageway) and 2 – 32 Farlington Avenue (east side of carriageway) <a href="#">within a maximum distance of approximately 400m</a> .  Parking surveys were undertaken in October 2019 on Seaview Road, Portsdown Avenue, Solent Road, Eveleigh Road and St Hellens Road. Occupancy was found to be an average of 53%, which suggests these roads have sufficient capacity to accommodate displaced vehicles.	No further surveys required.	Negligible residual impacts.

**5.18.3. BUSINESS PROPERTIES AND ASSOCIATED PARKING**

5.18.3.1. No affected business properties within this section.

**5.18.4. PUBLIC CAR PARKS**

5.18.4.1. There are no public car parks within this section.

**5.19. SUB-SECTION 5.3 - EVELEGH ROAD**

#### 5.19.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING

Table 5.13 – Residential Properties and Associated Parking

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
Ten properties impacted on the southern side of the carriageway on Eveleigh Road between numbers 2 – 18.	Driveway access with capacity for approximately 1-2 vehicles per property equating to approximately 20 spaces in driveways and on-street parking for approximately 13 vehicles.	Temporary road closure.  Each property to be impacted for approximately one week per circuit, for entirety of construction period.	Temporary suspension of on-street parking.  Temporary closure of vehicular access to driveway parking.  Displaced parking of approximately 18 vehicles.	Eveleigh Road, Galt Road and Grant Road have a combined <a href="#">existing reserve capacity of 44-66 spaces within a maximum distance of 400m.</a>  Overnight surveys undertaken on Eveleigh Road, Galt Road and Grant Road have found an existing occupancy of 59%, suggesting reserve capacity for approximately 57 <del>vehicles</del> <a href="#">vehicles in total.</a>	No further surveys required.	Negligible residual impacts due to alternatives available

#### 5.19.2. BUSINESS PROPERTIES AND ASSOCIATED PARKING

5.19.2.1. No affected business properties within this section.

#### 5.19.3. PUBLIC CAR PARKS

5.19.3.1. There are no public car parks within this section.

### 5.20. SUB-SECTION 5.4 – CROSSING OF HAVANT ROAD INTO FARLINGTON AVENUE OR PORTSMOUTH WATER LAND

5.20.1.1. No residential, business or public parking provision is likely to be impacted by construction in this Section.

### 5.21. SUB-SECTION 5.5 – HAVANT ROAD AND A2030 EASTERN ROAD BETWEEN FARLINGTON AVENUE AND FITZHERBERT ROAD

#### 5.21.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING

Table 5.14 – Residential Properties and Associated Parking

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
Eight properties impacted on the northern side of the carriageway on Havant Road.	Driveway access with capacity of approximately 3 vehicles per property equating to approximately 24 spaces in driveways.	Temporary lane closure.  Each property to be impacted for approximately one week per circuit, during working hours only.	Temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access, during construction.	Solent Road = approximately <a href="#">6-4</a> on-street parking spaces (restricted no waiting Monday-Friday 8am-5pm) <a href="#">within a maximum distance of approximately 400m.</a>	No further surveys required.	Negligible residual impacts due to alternatives available

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
			Displaced parking of approximately 11 vehicles.	<p>Eveleigh Road, <del>Galt Road and Grant Road</del> and Galt Road have a combined <u>existing reserve</u> capacity of <u>141-21</u> spaces <u>within a maximum distance of 400m</u>.</p> <p>Overnight surveys undertaken on Eveleigh Road, Galt Road and Grant Road have found an existing occupancy of 59%, suggesting reserve capacity for approximately 57 vehicles <u>in total</u>.</p>		
<p><u>One property on the southern side of the carriageway on Havant Road</u></p>	<p><u>Driveway access with capacity of approximately 2 vehicles and private garage access</u></p>	<p><u>Temporary lane closure. Property to be impacted for approximately one week per circuit, during working hours only.</u></p>	<p><u>Temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access, during construction.</u></p> <p><u>Displaced parking of approximately 3 vehicles.</u></p>	<p><u>Solent Road = approximately 5 on-street parking spaces (restricted no waiting Monday-Friday 8am-5pm) within a maximum distance of approximately 400m.</u></p> <p><u>Eveleigh Road, Galt Road and Grant Road have a combined existing reserve capacity of 21 spaces within a maximum distance of 400m.</u></p> <p><u>Overnight surveys undertaken on Eveleigh Road, Galt Road and Grant Road have found an existing occupancy of 59%, suggesting reserve capacity for approximately 57 vehicles in total.</u></p>	<p><u>No further surveys required.</u></p>	<p><u>Negligible residual impacts due to alternatives available and limited number of properties impacted.</u></p>

**5.21.2. BUSINESS PROPERTIES AND ASSOCIATED PARKING**

5.21.2.1. No affected business properties within this section.

**5.21.3. PUBLIC CAR PARKS**

5.21.3.1. There are no public car parks within this section.

**5.22. SECTION 6 – SAINSBURY’S CAR PARK**

5.22.1.1. The Onshore Cable Corridor within Section 6 contains part of Fitzherbert Road, and the western section of Sainsbury’s Car Park.

5.22.1.2. A summary of residential, business and public parking impacted by construction of the cable Onshore Cable Corridor is provided below.

**5.22.2. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING**

5.22.2.1. No affected residential properties within this section.

**5.22.3. BUSINESS PROPERTIES AND ASSOCIATED PARKING**

**Table 5.15 – Business Properties and Associated Parking**

Business / Area Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>Sainsbury’s Farlington Car Park</b>	Large car park of approximately 640 bays, approximately 76 of which are accessible.	Temporary partial closure of car park.	Temporary partial closure of car park, with loss of bays to the western side of the car park, and possible temporary realignment of internal road in order to facilitate one-way movement only.  30-40 spaces to be lost at any one time.	Alternatives to lost spaces in remainder of car park.  75% occupancy would cater for lost parking spaces during construction.	No further surveys required.	Negligible residual impacts, thus further mitigation required.  As per the restrictions set out in paragraph 8.1.1.3 of the FTMS, construction in this Section will not be permitted in December, as to avoid peak shopping periods.
<b>Tudor Sailing Club</b>	Informal car park with capacity of approximately 30 car parking spaces	Construction period 26 weeks.	Temporary partial or full closure of the car park for car parking / lay down	Andrew Simpson Centre and Langstone Harbour Sports Ground  These are unlikely to accommodate displaced parking	<b>Weekend surveys required to confirm occupancy of car park.</b>	Parking unavailable during construction
<b>Langstone Harbour Sports Ground car park</b>	Informal car park with capacity for approximately 25 car parking spaces	Temporary / full closure of car park for up to 1 week per circuit.	Temporary full closure of car park required if alignment of Cable Route follow access (25 spaces lost). Partial closure will be required if alignment of	No alternative available.	<b>Weekday and Weekend surveys required to confirm occupancy of car park.</b>	Parking unavailable during construction

Business / Area Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
			cable route passes through part of the car park.			

#### 5.22.4. PUBLIC CAR PARKS

5.22.4.1. There are no public car parks within this section.

### 5.23. SECTION 7 –FARLINGTON JUNCTION TO AIRPORT SERVICE ROAD

5.23.1.1. The Onshore Cable Corridor within Section 7 is entirely off-carriageway, and for the most part comprises of the Horizontal Directional Drilling route between the mainland and Portsea Island.

5.23.1.2. A summary of residential, business and public parking impacted by construction of the Onshore Cable Route is provided below.

5.23.1.3. Full details of alternative parking locations for section 7 and 8.1, can be found in Appendix 6.

#### 5.23.2. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING

5.23.2.1. No affected residential properties within this section.

#### 5.23.3. BUSINESS PROPERTIES AND ASSOCIATED PARKING

5.23.3.1. No affected business properties within this section.

#### 5.23.4. PUBLIC CAR PARKS

Table 5.16 – Public Car Parks

Public Car Park Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
Farlington Playing Fields Car Park	Public car park with approximate capacity for 150 vehicles in unmarked bays.	Appendix 25.5. Illustrative Phasing of Works at Example Public Open Spaces of the ES (Examination Library Reference: 473) states “use of the small proportion of the car park for installing the ducts for one circuit and HDD4 Railway Crossing taking place during April 2022 lasting approximately 2 weeks”.	Temporary partial closure of northern part of car park, with loss of approximately 15 spaces.  Equivalent to 12 vehicles at 75% occupancy.	Remainder of Farlington Playing Fields Car Park provides spaces for approximately 100 vehicles, equivalent to 75 spaces at 75% occupancy.  This would be sufficient to cater for displaced demand.	<b>Weekend surveys required to confirm occupancy at Farlington Playing Fields Car Park.</b>	Potential for overflow parking onto alternative parking locations. Full mitigation unlikely to be available if surveys show alternative capacity is not sufficient – displaced parking likely to be spread further from car park.

**5.24. SECTION 8 –EASTERN ROAD (ADJACENT TO GREAT SALTERNS GOLF COURSE) TO MOORINGS WAY**

- 5.24.1.1. The Onshore Cable Corridor within Section 8 contains the following highway links:
- Sub-Section 8.1 – A2030 Eastern Road between the junction with Airport Service Road and the junction with Tangier Road;
  - Sub-Section 8.2 – A2030 Eastern Road between the junction Tangier Road and the junction with Eastern Avenue; and
  - Sub-Section 8.3 – Eastern Avenue.

5.24.1.2. A summary of residential, business and public parking impacted by construction of the Onshore Cable Route is provided below. Full details of alternative parking locations for section 8.2, 9 and 10, can be found in Appendix 7.

**5.25. SUB-SECTION 8.1 – A2030 EASTERN ROAD BETWEEN THE JUNCTION WITH AIRPORT SERVICE ROAD AND TANGIER ROAD**

**5.25.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING**

5.25.1.1. No affected residential properties within this section.

**5.25.2. BUSINESS PROPERTIES AND ASSOCIATED PARKING**

<u>Public Business Properties</u>	<u>Existing Provision</u>	<u>Traffic Management Proposals and Duration of Impacts</u>	<u>Impact of Construction Works</u>	<u>Alternatives Available</u>	<u>Parking Surveys Required</u>	<u>Residual Impacts</u>
<u>Kendalls Group (Aggregate Industries)</u>	<u>Overspill parking site</u>	<u>Use of overspill parking site for HDD-3 compound, for approximately 31 weeks</u>	<u>Temporary loss of overspill car parking facilities</u>	<u>Parking area may available south of HDD-5 compound.</u>	<u>No surveys required.</u>	<u>Overspill parking may be unavailable during construction of HDD-3 (31 weeks).</u>

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**5.25.3. PUBLIC CAR PARK**

**Table 5.17 – Public Car Parks**

<b>Public Car Park Impacted</b>	<b>Existing Provision</b>	<b>Traffic Management Proposals and Duration of Impacts</b>	<b>Impact of Construction Works</b>	<b>Alternatives Available</b>	<b>Parking Surveys Required</b>	<b>Residual Impacts</b>
<b>Langstone Harbour Viewing Car Park</b>	Public car park which can accommodate approximately 20 vehicles in unmarked bays.	Temporary suspension of access to car park during construction.	Temporary suspension of access may be required during construction on the southbound carriageway, although where	No alternative available.	Surveys required to assess occupancy of the car park during weekday and weekend period.	Parking unavailable during construction (one week).

	This access will only be impacted by the installation of one circuit, and for approximately one week.	possible access will be maintained by road plating of the access.  Equivalent to 15 vehicles at 75% occupancy.			
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**5.26. SUB-SECTION 8.2 - A2030 EASTERN ROAD BETWEEN TANGIER ROAD AND EASTERN AVENUE**

5.26.1.1. No residential, business or public parking provision is likely to be impacted by construction in this Section.

**5.27. SUB-SECTION 8.3 - EASTERN AVENUE**

**5.27.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING**

**Table 5.18 – Residential Properties and Associated Parking**

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>19 properties impacted, 1-9 and 35 – 45 Eastern Avenue</b>	Mainly on-street parking with some driveway accesses with capacity for a maximum capacity of 1-2 vehicles per property for five properties equating to 10 spaces in driveways.	Temporary road closure.  Each property to be impacted for approximately one week per circuit, for entirety of construction period.	Temporary suspension of on-street parking.  Up to 15 on-street spaces impacted at any one-time.  Temporary closure of vehicular access to driveway parking.  Displaced parking of approximately 17 vehicles.	Shore Avenue, Moorings Way and Salterns Avenue = approximately 156 on-street parking spaces <a href="#">within a maximum distance of approximately 350m</a> .  Parking surveys showed a reserve capacity for 70 vehicles.  This can fully accommodate displaced vehicles	No further surveys required.	Negligible residual impacts due to available alternatives.

**5.27.2. BUSINESS PROPERTIES AND ASSOCIATED PARKING**

5.27.2.1. No affected business properties within this section.

**5.27.3. PUBLIC CAR PARK**

5.27.3.1. There are no public car parks within this section.

**5.28. SECTION 9 –MOORINGS WAY TO BRANSBURY ROAD**

- 5.28.1.1. The Onshore Cable Corridor within Section 9 contains the following highway links:
- **Sub-Section 9.1** – Moorings Way:
    - **Sub-section 9.11** - Moorings Way between Eastern Avenue and Goodwit Road;
    - **Sub-section 9.12** – Moorings Way between Goodwit Road and the Moorings Way to Furze Lane Bus Link;
  - **Sub-Section 9.2 and 9.3**– Other Roads to Bransbury Park:
    - **Sub-section 9.21** – Locksway Road;
    - **Sub-section 9.22** – Longshore Way;
    - **Sub-section 9.31** – Kingsley Road; and
    - **Sub-section 9.32** - Yeo Court.

5.28.1.2. A summary of residential, business and public parking impacted by construction of the Onshore Cable Route is provided below.

## 5.29. SUB-SECTION 9.1 – MOORINGS WAY

### 5.29.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING

**Table 5.19 – Residential Properties and Associated Parking**

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>11 properties on the southern side of the carriageway, and five on the northern side between 78 – 110 Moorings Way</b>	Driveway access with capacity for approximately 1-2 vehicles per property for 16 properties equating to approximately 32 spaces on driveways and on-street parking.	Shuttle working.  Properties impacted for approximately one week per circuit, during working hours only.	Temporary suspension of approximately 50 on-street parking spaces during construction.  Temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access, during construction.  5-10 properties impacted and displaced parking of approximately 9 vehicles at any one-time.	Mariners Walk / The Haven = approximately 6 on-street parking spaces for 11 properties <a href="#">within a maximum distance of approximately 330m.</a>  Godwit Road = approximately <del>27</del> 17 on-street parking spaces for five properties <a href="#">within a maximum walking distance of approximately 400m.</a>  This is able to fully accommodate displaced parking	No surveys required.	Negligible residual impacts, thus no further mitigation required due to limited daytime demand, available alternatives and road-plating of driveway access outside of construction working hours.

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Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<a href="#">Approximately 13 properties on 17 – 41 Moorings Way</a>	<a href="#">Driveway access with capacity for approximately 1-2 vehicles per property for 7 properties equating to approximately 9 spaces on driveways and intermittent on-street parking.</a>	<a href="#">Temporary suspension of on-street parking on one side fo the carriageway on Moorings Way between the junction with Salterns Avenue and the junction with Mariners Walk.</a>	<a href="#">Temporary TRO required for the suspension of on-street parking on one-side of the carriageway to allow for delivery of cable drums to Joint Bay locations.</a>	<a href="#">Mariners Walk / The Haven = approximately 6 on-street parking spaces for 11 properties within a maximum distance of approximately 280m.</a>  <a href="#">This is able to fully accommodate displaced parking</a>	<a href="#">No surveys required.</a>	<a href="#">Negligible residual impacts, thus no further mitigation required due to limited daytime demand, available alternatives and road-plating of driveway access outside of construction working hours.</a>
<b>Approximately 50 properties between 112 – 212 Moorings Way</b>	Driveway access with capacity for approximately 1-2 vehicles per property for 50 properties equating to approximately 100 spaces on driveways and on-street parking.	Shuttle working.  Properties impacted for approximately one week per circuit, during working hours only.	Temporary suspension of approximately 50 on-street parking during construction.  Temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access, during construction.  5-10 properties impacted at any one-time.  Displaced parking of approximately 9 vehicles.	Parking is available approximately 17 on-street parking spaces on the northern side of the carriageway on Moorings Way, which is expected to be sufficient to accommodate the 100m or so impacted at any one-time during construction.  This is able to fully accommodate displaced parking.	No surveys required.	Negligible residual impacts, thus no further mitigation required due to limited daytime demand, available alternatives and road-plating of driveway access outside of construction working hours.

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## 5.29.2. BUSINESS PROPERTIES AND ASSOCIATED PARKING

5.29.2.1. No affected business properties within this section.

## 5.29.3. PUBLIC CAR PARK

5.29.3.1. There are no public car parks within this section.

**5.30. SUB-SECTION 9.2 AND 9.3 – OTHER ROADS TO BRANSBURY PARK**

**5.30.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING**

**Table 5.20 – Residential Properties and Associated Parking**

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>13 properties impacted between 1 – 13 Longshore Way,</b>	Driveway access and on-street parking providing capacity for up to 20 vehicles.	Shuttle working.  Properties impacted for approximately one week per circuit, during working hours only.	Temporary suspension of 10 on-street parking spaces at any one time during construction.  Temporary closure of vehicular access to driveway parking during working hours, except for emergency / vulnerable persons' access, during construction, equivalent to 8 vehicles at 75% occupancy.	Locksway Road <del>/Longshore Way</del> has existing <a href="#">reserve</a> capacity for approximately <a href="#">235-18</a> vehicles <a href="#">within a maximum walking distance of approximately 400m.</a>  Parking surveys of <a href="#">the entirety of Locksway Road and Longshore Way</a> these roads showed a reserve capacity for 57 vehicles  This can fully accommodate displaced parking.	No further surveys required.	Negligible residual impacts due to existing reserve capacity
<b>Approximately 24 properties impacted, between 148 – 190 Kingsley Road</b>	On-street parking providing capacity for up to 25 vehicles, plus parking court with capacity for approximately 14 vehicles.	Shuttle working  Properties impacted for approximately one week per circuit, during working hours only.	Temporary suspension of up to 17 on-street parking spaces at any one time during construction, equivalent to 13 vehicles at 75% occupancy.  Access to the parking court to be retained through road plating.	Tideway Gardens = approximately 38 on-street spaces <a href="#">within a maximum walking distance of approximately 170m.</a> Parking surveys showed a reserve capacity for 21 vehicles.  Kingsley Road = approximately <a href="#">233-162</a> on-street parking spaces <a href="#">within a maximum distance of approximately 400m.</a> Parking surveys showed a reserve capacity <a href="#">59-49</a> vehicles <a href="#">for this section of Kingsley Road.</a>  This can fully accommodate displaced parking	No further surveys required.	Negligible residual impacts due to existing reserve capacity.
<b>Five properties to be impacted between 2 – 10 Yeo Court</b>	On-street parking for up to 7 vehicles.	Temporary road closure.  Each property to be impacted for approximately one week per circuit, for entirety of construction period.	Temporary suspension of on-street parking during construction, equivalent to 6 vehicles at 75% occupancy.	Tideway Gardens = approximately 38 on-street spaces <a href="#">within a maximum distance of approximately 270m.</a> Parking surveys a reserve capacity for 21 vehicles.  Kingsley Road = approximately 233 on-street parking spaces <a href="#">in total.</a> Parking surveys showed a reserve capacity for <a href="#">59-5</a>	No further surveys required.	Negligible residual impacts due to existing reserve capacity.

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
				vehicles <a href="#">within a maximum distance of approximately 400m</a> . This can fully accommodate displaced parking		
<b>All of Locksway Road (during cable drum deliveries <a href="#">only</a>)</b>	On-street parking with capacity for approximately 216 vehicles including disabled bays	Temporary TRO required for the suspension of on-street parking on one-side of the carriageway to allow for delivery of cable drums to Joint Bay locations.  Temporary suspension of approximately 20 spaces will be required for approximately six days construction working hours.	Temporary suspension of on-street parking for a maximum of 20 spaces.	Parking surveys showed an existing <a href="#">reserve</a> capacity in the Eastney area (as described in Section 5.2 of this report) for 233 vehicles.	No further surveys required.	Negligible residual impacts due to existing reserve capacity.
<a href="#">6 properties between 1 – 7 Longshore Way</a>	<a href="#">On-street parking capacity for 16 vehicles</a>	<a href="#">Temporary TRO required for the suspension of on-street parking to allow for delivery of cable drums to Joint Bay locations.</a>	<a href="#">Temporary suspension of on-street parking for a maximum of 16 spaces.</a>	<a href="#">Parking surveys showed an existing reserve capacity in the Eastney area (as described in Section 5.2 of this report) for 233 vehicles.</a>	<a href="#">No further surveys required.</a>	<a href="#">Negligible residual impacts due to existing reserve capacity.</a>
<b>All of Kingsley Road (during cable drum deliveries)</b>	On-street parking with capacity for approximately 233 vehicles including disabled bays	Temporary TRO required for the suspension of on-street parking on one-side of carriageway to allow for delivery of cable drums to Joint Bay locations.  Temporary suspension of approximately 70 spaces will be required for approximately six days during construction working hours.	Temporary suspension of on-carriageway parking for a maximum of 70 spaces.	Parking surveys showed an existing reserve capacity <a href="#">in the Eastney area (as described in Section 5.2 of this report) for 233 vehicles on Tranmere Road, Dunbar Road, Perth Road, Gurney Road, Hester Road, Melrose Close, Shirley Avenue, Berney Road, Maurice Road, Ironbridge Lane, Redlands Grove, Tideway Gardens and Glasgow Road = existing reserve capacity for 95 vehicles within 400m</a>	No further surveys required.	Negligible residual impacts due to existing reserve capacity.

### 5.30.2. BUSINESS PROPERTIES AND ASSOCIATED PARKING

Table 5.21 – Business Properties and Associated Parking

Business / Area Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>Thatched House Public House Car Park.</b>	Public car park comprising approximately 45 spaces.	Horizontal Directional Drilling <del>at joint bay location.</del>  Construction period 12 weeks.	Temporary closure of car park for 12 weeks for Horizontal Directional Drilling <del>and 4 weeks per Joint Bay</del> , equivalent to 34 vehicles at 75% occupancy.	Longshore Way = approximately 5 on-street parking spaces <u>within a maximum distance of approximately 300m</u>	<b>Friday night / weekend parking occupancy survey required to assess on-street parking demand and capacity at the Car Park for Thatched House Public House.</b>	Potential for overflow parking onto alternative parking locations. Full mitigation unlikely to be available if surveys show alternative capacity is not sufficient – displaced parking likely to be spread further from car park.
<a href="#">Locks Sailing Club</a>	<a href="#">Private car park with access gained via private access road</a>	<a href="#">Temporary road plating of access road during construction of the Onshore Cable Corridor</a>	<a href="#">N/A</a>	<a href="#">N/A</a>	<a href="#">N/A</a>	<a href="#">N/A</a>
<a href="#">Langstone Harbour Fishermen's Association</a>	<a href="#">Private car park with access gained via public car park at Thatched Public House Car Park</a>	<a href="#">Access to private car park to be retained via road plating</a>	<a href="#">N/A</a>	<a href="#">N/A</a>	<a href="#">N/A</a>	<a href="#">N/A</a>

### 5.30.3. PUBLIC CAR PARK

Table 5.22 – Public Car Parks

Public Car Park Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>Bransbury Park Car Park</b>	Public car park comprising approximately 40 spaces, two of which are accessible bays.	Joint bay location.  Approximately one month per joint bay.	Temporary closure of car park.  Equivalent to 30 vehicles at 75% occupancy.	Henderson Road and Bransbury Road = 30 on-street parking spaces.	<b>Weekend survey required to assess occupancy of Bransbury Road car park plus overnight surveys of Bransbury Road / Henderson Road.</b>	Potential for overflow parking onto alternative parking locations. Full mitigation unlikely to be available if surveys show alternative capacity is not sufficient – displaced parking likely to be spread further from car park.

### 5.31. SECTION 10 –EASTNEY (LANDFALL)

5.31.1.1. The Onshore Cable Corridor within Section 10 contains the following highway links:

- **Sub-section 10.1** Henderson Road – between the junction with Bransbury Road and the junction with Fort Cumberland Road; and
- **Sub-section 10.2** Fort Cumberland Road – between the junction with Henderson Road and the junction with Lumsden Road.

5.31.1.2. A summary of residential, business and public parking impacted by construction of the Onshore Cable Route is provided below.

### 5.32. SUB-SECTION 10.1 – HENDERSON ROAD

5.32.1.1. No residential or business parking or public car parks are to be directly impacted in this Section.

### 5.33. SUB-SECTION 10.2 – FORT CUMBERLAND ROAD

#### 5.33.1. RESIDENTIAL PROPERTIES AND ASSOCIATED PARKING

**Table 5.23 – Residential Properties and Associated Parking**

Impacted Properties	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>16 properties impacted on the northern side of the carriageway between 9 – 39 Fort Cumberland Road.</b>	On-street parking with capacity for up to 24 cars plus laybys with capacity for up to 8 vehicles and accesses into off-carriageway parking areas.	Shuttle working.  Properties impacted for approximately one week per circuit, during working hours only.	Temporary suspension of up to 17 on-street parking spaces at any one-time during construction.  Access to off-carriageway parking to be plated outside of working hours.  Equivalent to 13 spaces at 75% occupancy.	Parking surveys showed an existing reserve capacity on Ferry Road for 25 spaces <a href="#">within a maximum distance of approximately 400m.</a>  This can fully accommodate displaced parking	No further surveys required.	Negligible residual impacts due to existing reserve capacity.

#### 5.33.2. BUSINESS PROPERTIES AND ASSOCIATED PARKING

**Table 5.24 – Business Properties and Associated Parking**

Business / Area Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
<b>Portsmouth Day Services, Henderson Road Centre</b>	Private car park with 13 spaces	Shuttle working traffic signals on Fort Cumberland Road / temporary signalisation of Fort Cumberland Road / Ferry Road	Access to be retained at all times during construction through road plating	N/A – access to be retained at all times	N/A – access to be retained at all times	Negligible – access to be retained at all times

Property- impacted for approximately one week per circuit, during working hours only.

5.33.3. PUBLIC CAR PARK

Table 5.25 – Public Car Park

Public Car Park Impacted	Existing Provision	Traffic Management Proposals and Duration of Impacts	Impact of Construction Works	Alternatives Available	Parking Surveys Required	Residual Impacts
Fort Cumberland Car Park	Large public car park with space for approximately 100 vehicles in unmarked bays.	Temporary full closure to facilitate construction of landfall and associated buildings.  44 weeks duration.	Loss of public car parking at Fort Cumberland Car Park, equivalent to 75 vehicles at 75% occupancy.	Ferry Road, Fort Cumberland Road, Gibraltar Road, Lumsden Road and Finch Road = approximately 70 on-street parking spaces <a href="#">within a maximum distance of approximately 450m.</a>	Occupancy survey undertaken in August 2019 which showed maximum occupancy of 25% of Fort Cumberland Car Park.  <b>Occupancy surveys completed over the August Bank Holiday weekend (29 August to 31 August 2020).</b> These showed that the car park reached 44% capacity on the Saturday, 90% on the Sunday and 69% on the Bank Holiday Monday	Potential for overflow parking onto alternative parking locations

## 6. COMMUNICATION OBJECTIVES

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- 6.1.1.1. Throughout the construction period, the Applicant will endeavour to ensure that local residents, businesses and other stakeholders are fully informed of the works being undertaken.
- 6.1.1.2. To ensure this, a number of Communication Objectives have been established for the construction of the Onshore Cable Route, which are listed below. These are the guiding principles that all communications activities covered within this report will follow, and are an evolution of the principles adhered to during the planning stages of the project:
- Be clear, timely, meaningful, open, honest, consistent, and accountable;
  - Promote and raise awareness of the construction period and the methods for contacting the project team;
  - Ensure transparency by providing access to technical information related to construction, where required;
  - Use plain language;
  - Be equally accessible to all;
  - Continue to review the communication strategy set out in Section 8 against any change in general situation e.g. Covid-19, etc
  - Encourage and support good two-way communication and engagement with all audiences; and
  - Use best practice engagement methods.
- 6.1.1.3. The communications methods will be assessed to ensure they meet the objectives and are effective.



## 7. STAKEHOLDER OVERVIEW

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- 7.1.1.1. The Applicant is committed to engaging with a wide range of local stakeholders throughout the construction process of the Proposed Development. Appropriate stakeholder engagement will be critical in ensuring that the objectives set out in Section 6 will be met.
- 7.1.1.2. Clear, concise, consistent and regular dialogue with stakeholders will ensure that accurate information is disseminated to the communities that they represent which, combined with the suggested activities set out in section 9, will ensure that the wider public are well informed of the construction programme.
- 7.1.1.3. Stakeholders identified include directly affected Local Planning Authorities and Parish Councils, bodies identified as Statutory Consultees (e.g. Highways England, Natural England, Environment Agency, emergency services), residents associations, community groups, recreational users, residents and businesses.
- 7.1.1.4. A list of stakeholders currently identified is included in Appendix 8 and could be amended, if required, if there is a change in circumstances.

## 8. COMMUNICATION CHALLENGES AND THEIR MITIGATION

- 8.1.1.1. It is important to identify any known barriers to engagement that may affect the successful implementation of this Communication Strategy.
- 8.1.1.2. A full communication and mitigation plan can only be developed, post consent, once a final construction programme is available. This is because communication will be tailored and targeted against a number of factors including timings e.g. school holidays, impacts on road closure and mitigation e.g. diversion routes.
- 8.1.1.3. Table 8.1 highlights the key challenges that could arise during the communication and collaboration process for the construction of the Proposed Development. It also sets out, where necessary, potential mitigation strategies to be considered.

**Table 8.1 - Summary of Challenges and Mitigation**

Challenges	Mitigation
<b>Consultation/communication fatigue among the local community and stakeholders</b>	<ul style="list-style-type: none"> <li>Creation of clear and concise messaging and materials to avoid confusion with other construction works associated with the Proposed Development / or communications from other projects.</li> </ul>
<b>Alterations to locations / timing of planned works</b>	<ul style="list-style-type: none"> <li>10 days' advance notice to be given for all construction works, with further updates should works be delayed.</li> <li>24hrs before works are due to commence, residents whose driveways will be inaccessible are to be notified.</li> </ul>
<b>Potential confrontation between local community and contractors</b>	<ul style="list-style-type: none"> <li>Ensure contractors are appropriately trained in conflict management to peacefully resolve</li> </ul>

Challenges	Mitigation
	<p>any potential situations that may arise.</p> <ul style="list-style-type: none"> <li>• A dedicated freephone will be established for the construction phase to deal with all queries.</li> </ul>
<p><b>Construction coinciding with local/regional events</b></p>	<ul style="list-style-type: none"> <li>• The Applicant will engage with the relevant event organiser(s) to discuss potential mitigation measures specific to the event(s) once contractors are appointed and the construction programme confirmed.</li> </ul>
<p><b>Engaging with hard-to-reach groups and passing users of areas impacted (e.g. cycling groups, ramblers' groups and recreational users) including where relevant, the appropriate Local Authority or Parish Council representing users.</b></p>	<ul style="list-style-type: none"> <li>• Signage to be erected at construction locations to provide notice to passing users with details of forthcoming/ongoing works (e.g. timings, length and working hours).</li> <li>• Community relation induction to be given to contractors/ site staff, prior to works commencing.</li> <li>• Hard to reach groups identified through stakeholder mapping and communication plan on a case by case basis.</li> <li>• Using various communication methods required followings stakeholder mapping e.g braille.</li> </ul>
<p><b>Local community posing detailed questions regarding the project to contractors</b></p>	<ul style="list-style-type: none"> <li>• All contractors to be provided with business cards with contact details of the project team and local residents advised to direct their query through these channels.</li> </ul>



## 9. WORKING PLAN

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9.1.1.1. This working plan outlines the high-level timeline and nature of communications activities to be undertaken at all stages of the construction of the Onshore Cable Route. [This plan should be read in conjunction with the Traffic Demand Management strategy \(REP7-079\).](#)

### 9.1.2. ACTIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION

9.1.2.1. All letters and notices will include the following communication methods consisting of a dedicated email address, freephone number and freepost address to enable local residents, businesses and other stakeholders to contact the relevant members of the project team during the construction phase to ask questions and report any potential issues. These will be monitored during office working hours (Mon-Fri, 9.00am – 5.30pm and can be amended in line with the changes in working hours), with all incoming communications systematically logged and responded to accordingly.

9.1.2.2. The project website will be updated to create a dedicated 'Construction' section, which will provide information on forthcoming and current works, together with a set of construction focused FAQs and contact details for the project team.

9.1.2.3. The 'Construction' section of the website will also allow individuals/organisations to register for email updates that are specific to certain geographical areas where construction works are taking place (e.g. Eastney, Milton, Farlington Avenue, A3 London Road, Lovedean).

9.1.2.4. Queries from members of the public will be answered using construction FAQs where possible, with input sourced from relevant project team members where required.

9.1.2.5. Two weeks prior to the commencement of construction on any element of the Onshore Cable Route, letters and emails will be issued to the following to inform them of the forthcoming works and advertise the relevant section of the project website where information on all future works will be provided:

- Homes and businesses listed within Section 5 of this document for the relevant section of the Onshore Cable Corridor (1-10);
- Homes and businesses on delivery routes of Abnormal Indivisible Loads;
- Individuals/organisations who provided their feedback and / or registered for updates during pre-application consultation; and
- Identified stakeholders.



### 9.1.3. ONGOING ACTIONS DURING CONSTRUCTION

- 9.1.3.1. To ensure local residents, businesses and other stakeholders are kept up to date, the 'Construction' section of the website will continually be updated with revised information on current and forthcoming construction works as construction progresses.
- 9.1.3.2. As outlined in section 4 and 5 of this document, during the construction of the Onshore Cable Route, vehicular access to properties may be temporarily restricted. Details with regard to the identification of vulnerable persons along the Onshore Cable Corridor will be outlined in the Construction Environment Management Plan (which will be produced post consent in accordance with requirement 17 of the DCO (Examination Library Reference: APP-019). Prior to the start of construction, letters will be sent out to the relevant parties who will be affected by the proposed works. Residents identifying as vulnerable will be encouraged to get in contact with the contractors via the dedicated email address, freephone number and freepost address. This will enable any concerns raised to be dealt with in a timely manner and communicated with the relevant parties in advance of works commencing.
- 9.1.3.3. Prior to the commencement of certain construction activities (e.g. delivery of Converter Station transformers, HDD works at the Landfall, Abnormal Load deliveries and Farlington Playing Fields), updates (including email, letters and where appropriate communication in person) will be sent to local community representatives e.g. Parish Clerks, Residents Associations, properties affected by abnormal load deliveries and Ward Members and those who have registered their interest in construction updates for the relevant geographical area to inform them of and provide further information on forthcoming works.
- 9.1.3.4. To ensure the continuous flow of accurate information, separate monthly/bi-monthly Community Update Newsletters will be produced for the relevant Sections (1- 10) of the Onshore Cable Corridor that is being progressed. The distribution area for the Community Update Newsletter will be reviewed post-consent, subject to the final construction programme and appointment of contractors.
- 9.1.3.5. Each newsletter will include information on the progress of works for the Converter Station, Cable Route and Landfall (where geographically appropriate), such as recent works completions, ongoing and forthcoming works and FAQs, and will be distributed to relevant stakeholders and those who have registered for updates relating to specific elements/locations of the project.



- 9.1.3.6. The Applicant will endeavour to respond to all construction enquires within 5 working days. Where enquires are of a technical nature not relating to construction, the Applicant will endeavour to provide a response within 10 working days of receipt.
- 9.1.3.7. Any other queries received by the Applicant (relating to media, legal and complaints) will also be responded to within [10] working days. A template of the escalation procedure and guidance note, which will be reviewed post-consent as part of the Stakeholder Mapping Process can be found at Appendix 10.
- 9.1.3.8. In all cases enquires will be immediately assessed and escalated accordingly which could entail immediate mitigation and the contact centre will have access to the mobile numbers for all active gang leaders. At times of additional out of hours work it may be necessary to have an emergency option on the phonenumber which will put the caller straight through to an individual. If any urgent enquiries are received regarding ongoing construction, the Applicant will endeavour to respond within 24 hours where practicable. If urgent enquires are received on the weekend or a bank holiday, an out of hours number will be provided either as a pre-recorded message (if a call is made to the dedicated telephone number) or within the email acknowledgment (if the query is submitted via email).

## 10. EVALUATION

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10.1.1.1. In order to evaluate the Communications Strategy outlined in sections 6-10 of this document against the Communications Objectives established in section 6, the Applicant will regularly review a number of metrics, including:

- Enquiries received via email / freephone / freepost;
- Visits to the 'Construction' section of the project website;
- Enrolments through 'Register for Updates' website form; and
- Readership of monthly/bi-monthly Community Update Newsletter.

10.1.1.2. Any amendments made to the Communications Strategy to further improve the way that the Applicant communicates with the public and stakeholders will be outlined on the dedicated project website, and the monthly/bi-monthly Community Update Newsletter.



## APPENDICES

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**APPENDIX 1 – SECTION 1, 2 AND 3**



**APPENDIX 2 – SECTION 4.1**



**APPENDIX 3 – SECTION 4.2 AND 4.3**



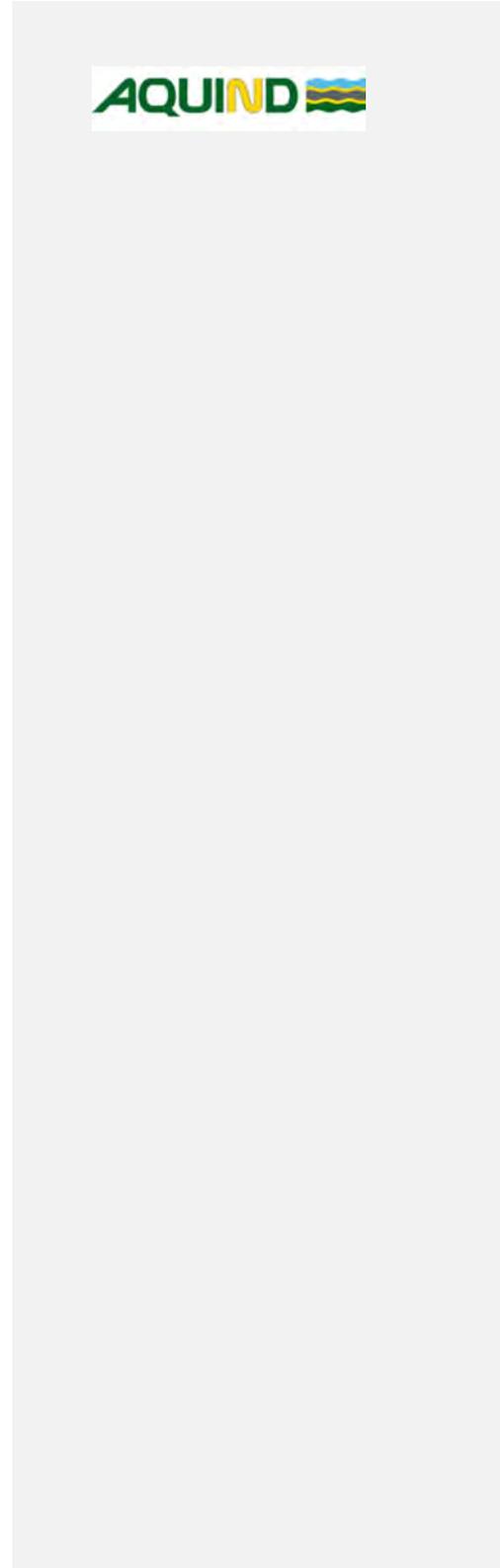
**APPENDIX 4 – SECTION 4.4 AND 4.5**



**APPENDIX 5 – SECTION 5.1, 5.2, 5.3, 5.4, 5.5 AND 6**



**APPENDIX 6 – SECTION 7 AND 8.1**





**APPENDIX 7 – SECTION 8.2, 9 AND 10**



## APPENDIX 8 – STAKEHOLDER LIST



**APPENDIX 9 – INCLUSIVE MOBILITY GUIDANCE**



**APPENDIX 10 – CONTACT CENTRE ESCALATION PROCEDURE AND  
GUIDANCE NOTE**



AQUIND 

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# FRAMEWORK SIGNAGE STRATEGY

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## INTRODUCTION

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This document provides a Signage Strategy to accompany the construction of the Onshore Cable Route where it impacts the Portsmouth and Hampshire highway networks. The strategy provides an important part of the Framework Traffic Management Strategy (FTMS) and Communication Strategy during the phased construction period by informing the traveling public of the works and associated Traffic Management required to facilitate this construction. This will allow drivers to make informed choices related to reassignment of trips away from the Onshore Cable Corridor dependent on the programme and location of works at a particular time and help to mitigate impacts associated with use of such.

The strategy considers the following key topics:

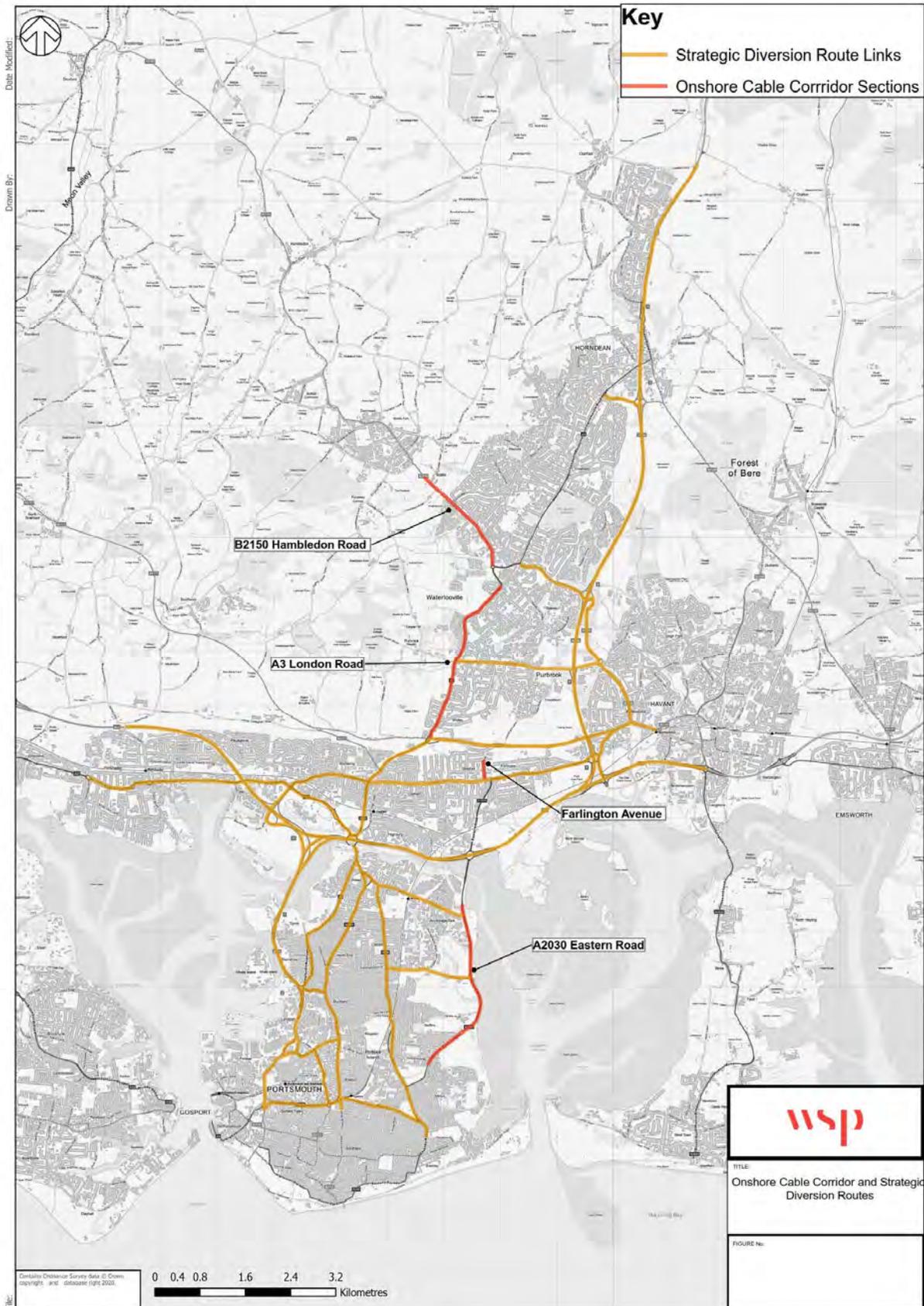
- The location of strategic signage across the wider strategic highway network which informs drivers of the construction works and allows them to re-route well before reaching the Onshore Cable Corridor;
- The location of additional signage in the vicinity of or on the Onshore Cable Corridor which allows drivers to re-route in close proximity of the works;
- Signage to direct and encourage use of appropriate alternative routes to avoid the construction works; and
- Signage to discourage use of routes which are considered to be inappropriate for reassignment of traffic away from the works.

This strategy provides an overall approach to use and proposed locations of highway signage. A high-level approach is necessary given the transient nature of the construction programme of the Onshore Cable Route and restrictions presented in the FTMS that prevent works in close proximity to each other. The strategy also focuses on how this can be adapted to respond to works being undertaken in the following locations:

- B2150 Hambledon Road between where the cable route enters the highway north of Soake Road and B2150 Hambledon Road / A3 Maurepas Way / Houghton Way Roundabout (Section 3.2 to 4.2 of the FTMS);
- A3 London Road between Forest End Roundabout and Portsdown Hill Road (Section 4.3 and 4.4 of the FTMS);
- Farlington Avenue (Section 5.4 of the FTMS) and
- A2030 Eastern Road between Airport Service Road and Eastern Avenue (Section 8.1 and 8.2 of the FTMS).

These locations are provided on the location plan in Figure 1, which also shows the strategic routes which will be used for any formal or informal diversion routes required during the construction stage.

Figure 1 – Onshore Cable Route Construction / Traffic Management Locations



## OVERALL PRINCIPLES OF STRATEGY

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The signage is required to advise traffic well in advance of the works locations but will also include repeat signage nearer the works locations. Together, the signage will ensure:

- That any drivers who miss the first sign will see the information on subsequent signage; and
- That the reassignment to different routes is more likely to be dispersed across more than one alternative and appropriate routes.

This will be achieved as follows:

- Signage will be placed at appropriate strategic locations as identified within this strategy, to ensure drivers from further afield divert their route before reaching the Onshore Cable Corridor at particular times dependent on the programme of works;
- Advanced warning signs prior to the start of works aligned with the construction programme at a particular location will also reinforce the message; and
- Use of signs to discourage the use of certain routes (such as local roads) which are sensitive to increases in traffic flow as a result of reassignment as identified through work completed within the Transport Assessment (APP-448), Environmental Statement Chapter 22 (APP-137) Supplementary Transport Assessment (REP1-142) and ES Addendum Chapter 15 (REP1-138).

### Types of Signage and Content

All signage will be designed in accordance with relevant Standards and regulations (*Traffic Signs Manual, Chapter 8: Traffic Safety Measures and Signs for Road Works and Temporary Situations, DfT 2009*) for the location and road type; and will be subject to approval by Hampshire County Council (HCC) and / or Portsmouth City Council (PCC). The signage will comprise fixed signs or mobile variable message signs ('VMS'). The types of signs that will be used are broadly as follows:

- Fixed signs displaying '*Advanced Warning*' of the construction works, to be erected in various locations and showing the start-dates and periods of works. The extent of the area in which these signs will be distributed is provided within this strategy.
- Mobile Variable Message Signs ('VMS') and fixed signs that will be placed at appropriate locations, for the duration of the construction works that require them advising drivers of the construction work. When works are completed in all locations accessible by a particular location (i.e. when the critical decision point location moves), the sign can be moved to another location as needed. Text can also be updated as needed on the VMS units, including live traffic updates if appropriate.
- Fixed signs providing 'positive' directional messages that provide directional information on appropriate alternative routes that avoid the Onshore Cable Corridor. This could include on appropriate routes directional signs for 'Waterlooville town centre' and / or 'A3(M)' around the A3 London Road area and 'Exit from City' along the A288 Copnor Road and A2047 London Road.
- Fixed signs to discourage use of certain routes that are deemed unsuitable routes for the reassignment of traffic. This will primarily be through the of 'Access Only' signage to prevent use of residential streets but should also consider 'Unsuitable for HGVs' and 'Roads Unsuitable for Diverted Traffic' where appropriate.

For the safety of road users, it is important to limit the content of a sign as signs can be distracting to drivers and other road users. As mentioned above, the content will be limited partly by displaying the diversion route information over several different decision points along each diversion route.

HCC and PCC may have additional requirements regarding the content of the signs, both fixed and VMS. While final approval will be required from the highway authority(ies), it is expected that such decisions will be made in accordance with the "*Traffic Signs Manual, Chapter 8: Traffic Safety Measures and Signs for Road Works and Temporary Situations; Part 1: Design and Part 3: Update*" (DfT, 2009 and 2020 update)<sup>1</sup>.

## Mobile Variable Message Signs (VMS)

While there will be 'Advanced Warning' signs placed on the highway before the works detailing start-date and periods of works, it is also intended that mobile Variable Message Signs ('VMS') are provided at key locations along the Onshore Cable Corridor. These will be installed at least one week prior to commencement of the construction works along each section of highway. An example of such is shown in Figure 2 below

Figure 2 - Example of Mobile VMS Sign



The following details are given in the Traffic Signs Manual, Chapter 8, Part 3 "*Update*", <sup>1</sup>regarding VMS. This is not a complete list of requirements as it is expected that the highway authorities to review and approve the requirements of the signage and agree arrangements with the Contractor(s) on the manufacture and provision of the signs to all legal requirements. However, listed below any details regarding permitted words and location, where relevant to this signage strategy.

- VMS may only be used to display traffic signs as defined in the Road Traffic Regulation Act. Their use to display any other message renders the installation unlawful.
- On roads where the 85th percentile approach speed of private cars, as determined in accordance with TA 22, is greater than 40 mph, it is recommended that two VMS displaying the same legend are provided where possible; especially if the information is likely to conflict with that on fixed directional signs.

<sup>1</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/782724/traffic-signs-manual-chapter-03.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/782724/traffic-signs-manual-chapter-03.pdf)

- Messages should be as short as possible while being fully comprehensible to drivers. They should not normally consist of more than eight words or six units of information, as defined in Table 5.16 of Traffic Signs Manual, Chapter 8, Part 3.
- Table 5.16 details various examples of phrases and the number of 'units of information' of each, for a VMS. As an example, a single place name of one, two or three words is one unit.
- Following the rules in Table 5.16, a sign saying "*A2030 Eastern Road roadworks; use M275*" would equate to four units of information as '*A2030 Eastern Road*' is one unit.
- All messages must be displayed on a single sign aspect. It is unlawful to display messages that require the use of multiple displays (e.g. 'paging' or 'scrolling' text). Where possible, the prescribed messages in TSRGD should be used.
- To assist driver assimilation of VMS, non-prescribed legends should broadly follow the same principles as the prescribed legends in TSRGD.
- Strategic traffic and diversion legends should be constructed in the following order:
  - Location e.g. M1 J3-4 NORTH;
  - Problem e.g. ACCIDENT;
  - Effect e.g. LONG DELAYS; and
  - Guidance e.g. USE M40.
- Depending on the capability of the VMS, some information may have to be omitted. In general, the 'effect' is more important than the 'problem' (see above). Partial information should only be given when it will be supported by other signing in the area.
- Advance or remote notice of road works or major events should follow the order and style of the information on signs to Working Drawings 7002A to 7003.1. Dates and times must be expressed in the formats prescribed in Traffic Signs Regulations and General Directions (TSRGD) (DfT, 2016), see Paragraph U5.3.4. The 24-hour clock must **not** be used under any circumstances.
- The siting of VMS should be carefully considered to ensure safe access for maintenance personnel. Such signs may be trailer or post mounted behind a vehicle restraint system as necessary.

As stated above, the exact details of all VMS signage would be submitted and agreed with HCC and PCC as part of detailed traffic management strategies in accordance with the Development Consent Order (DCO).

## STRATEGIC SIGNAGE LOCATIONS

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Taking account of the overall strategy, the recommended locations for Advanced Warning / VMS signs are provided in Tables 1 to 3 alongside details of where traffic may reassign base on these locations and period of construction where each location would be required. These are also shown graphically in Figure 23.

In all cases, the signs will not specify the diversion routes but provide suitable warning to drivers to reassign onto appropriate alternative routes before reaching the Onshore Cable Corridor. Additionally, the project website will include details of construction location along the Onshore Cable Corridor, so that drivers can plan their journeys in advance.

In order to respond to comments from HCC, signage has been provided to the north of Droxford on the A32 Wickham Road. A further mobile VMS sign will be provided on the A3 to the north of the Clanfield area at a specific location to be agreed at the detailed approval stage. These additional signs will provide added resilience to the overall strategy.

### Strategic Highway Network Signage

At a strategic level, it is recommended that the construction work taking place on the A3 London Road or A2030 Eastern Road is also signed on Highways England VMS signs located on the A3(M), A27 and M27 to the north, east and west of the Onshore Cable Corridor as also shown on Figure 2. These are located such that they provide a significant communication method for traffic travelling along these routes towards where construction works may be in progress:

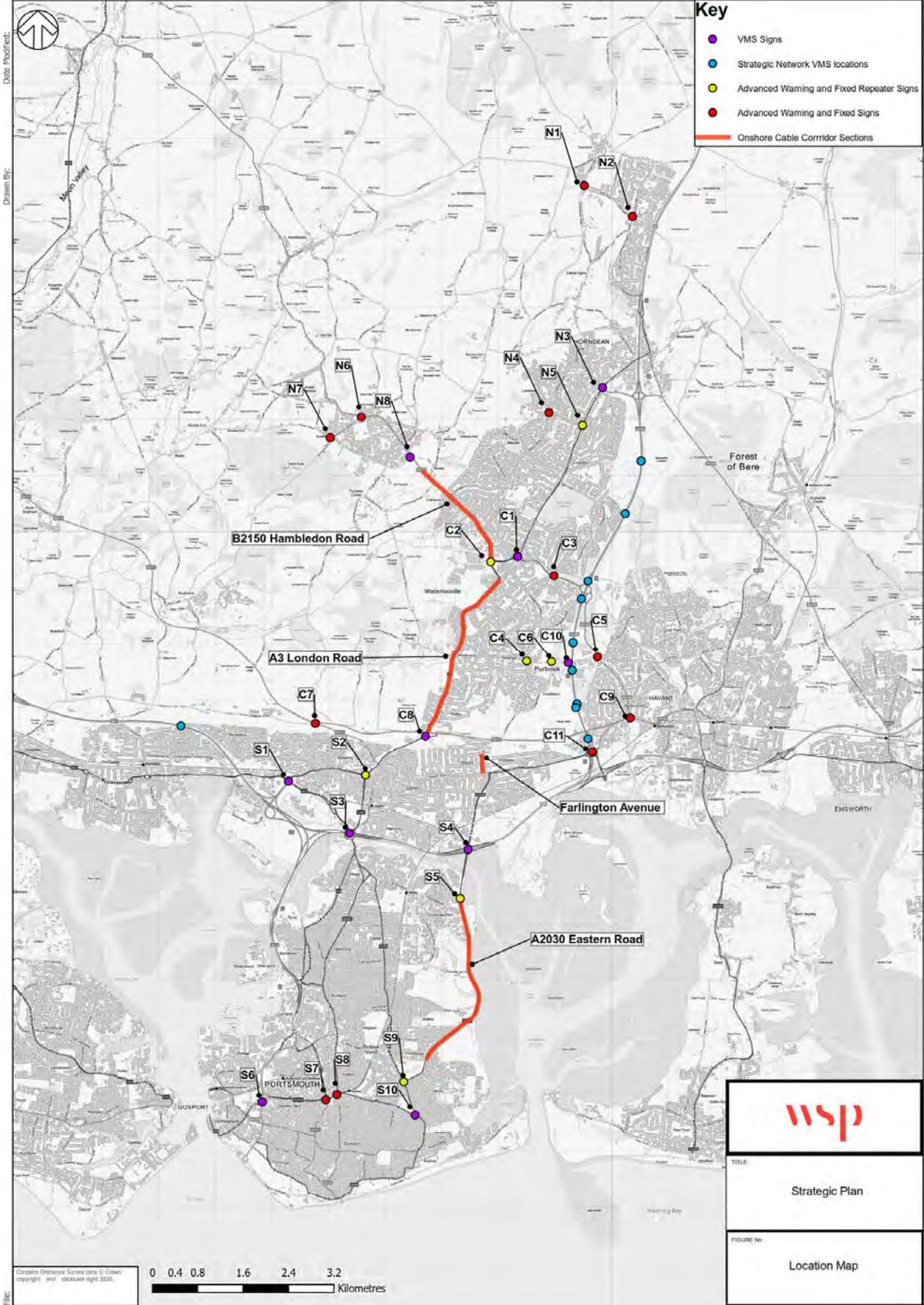
- A3(M) between Junction 2 and 3;
- A3(M) between Junction 3 and 4
- A3(M) between Junction 4 and 5;
- A3 to the north of the Clanfield area and
- M27 between Junction 11 and 12.

Use of messages (in accordance with Highways England policy) at these locations such as “A2030 Eastern Road Roadworks” and / or “A3 London Road Works” will allow driver to divert away from such routes whilst still on the Strategic Road Network thereby limiting the use of routes on the local highway network.

Whilst the preference will be to utilise existing VMS apparatus on the SRN, the use of this cannot be guaranteed. Consequently, the utilisation of mobile VMS has also been allowed for.

Furthermore, to warn drivers of queuing traffic at the A3(M) Junction 2 and 3 as a result of the reassignment of traffic, temporary fixed or VMS signs should be installed on the A3(M) northbound approaches to each junction. The final location of such signage will need to be agreed with Highways England.

*Figure 3 - Strategic Signage Locations*



**Key**

- VMS Signs
- Strategic Network VMS locations
- Advanced Warning and Fixed Repeater Signs
- Advanced Warning and Fixed Signs
- Onshore Cable Corridor Sections



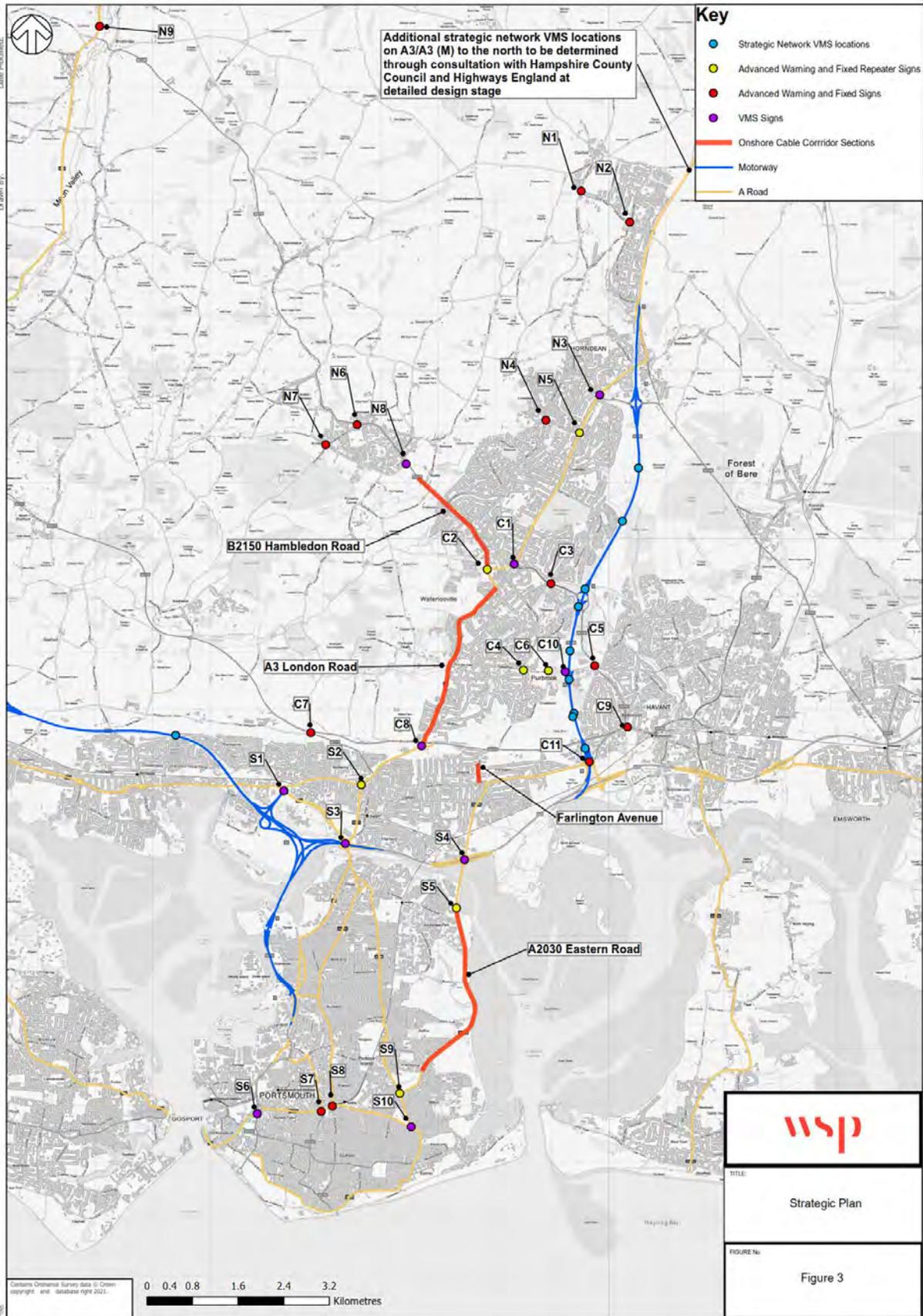
TITLE  
Strategic Plan

FIGURE NO:  
Location Map

0 0.4 0.8 1.6 2.4 3.2  
Kilometres

Contains Ordnance Survey data © Crown copyright and database right 2020.

Date Modified: Drawn By:



## Local Highway Network Signage

Table 1 – Clanfield, Horndean and Denmead Areas (North of Onshore Cable Corridor)

<b>Sign Ref</b>	<b>Sign Locations</b>	<b>Sign Type</b>	<b>Potential Diversion Route from signed locations</b>	<b>Applicable Construction Locations where Signage Required</b>
N1	South Lane / Drift Road / Downhouse Road, Clanfield	Advanced Warning Fixed Sign	A3(M) via junction 1 Routes west to Hambledon and Denmead	All works within HCC network
N2	Green Lane / Drift Road / White Dirt Lane, Clanfield	Advanced Warning Fixed Sign	A3(M) via junction 1 Routes west to Hambledon and Denmead	All works within HCC network
N3	A3 Portsmouth Road / Catherington Lane / Dell Piece West traffic signal junction, Horndean	VMS	A3(M) via Junction 2 Routes to Denmead and west avoiding A3 Maurepas Way and southern half of B2150 Hambledon Road	All works within HCC network
N4	Lovedean Lane / Milton Road, Cowplain	Advanced Warning Fixed Sign	A3(M)	All works within HCC network
N5	A3 Portsmouth Road / Lovedean Lane Junction, Horndean	Advanced Warning Repeater Fixed Sign	A3(M)	Works on A3 London Road
N6	B2150 Hambledon Road / Southwick Road, Denmead	Advanced Warning Fixed Sign	Routes south and west via Southwick and Wickham (B2177)	Works on B2150 Hambledon Road / A3 London Road
N7	Forest Road / Southwick Road / Bunkers Hill, Denmead	Advanced Warning Fixed Sign	Routes south and west via Southwick and Wickham (B2177) Routes north via Hambledon	Works on B2150 Hambledon Road / A3 London Road
N8	B2150 Hambledon Road / Forest Road, Denmead	VMS	Routes south and west via Southwick and Wickham (B2177) Routes north via Hambledon	Works on B2150 Hambledon Road / A3 London Road
<a href="#">N9</a>	<a href="#">A32 Wickham Road</a>	<a href="#">Advanced Warning Fixed Sign</a>	<a href="#">Routes south and west via Southwick and Wickham (B2177)</a> <a href="#">Routes north via Hambledon</a>	<a href="#">Works on B2150 Hambledon Road / A3 London Road</a>

Table 2 – Waterlooville, Purbrook, Northern Portsmouth and Havant Areas (Central section of Onshore Cable Corridor)

<b>Sign Ref</b>	<b>Sign Locations</b>	<b>Sign Type</b>	<b>Potential Diversion Route from signed locations</b>	<b>Applicable Construction Locations where Signage Required</b>
C1	B2150 Hambledon Road / Houghton Avenue / A3 Maurepas Way, Waterlooville	VMS	A3 (M) via Junction 3 A3 London Road north of Onshore Cable Corridor Routes to Purbrook via Frenstaple Road / Stakes Hill Road	Works on B2150 Hambledon Road, A3 Maurepas Way, A3 London Road
C2	A3 London Road / B2150 Hulbert Road roundabout, Waterlooville	Advanced Warning Fixed Sign	A3 (M) via Junction 3 A3 London Road north of Onshore Cable Corridor Routes to Purbrook via Frenstaple Road / Stakes Hill Road	Works on B2150 Hambledon Road, A3 Maurepas Way, A3 London Road
C3	B2150 Hulbert Road / Tempest Avenue / Frenstaple Road roundabout, Waterlooville	Advanced Warning Repeater Fixed Sign	Routes to Purbrook via Frenstaple Road / Stakes Hill Road	Works on A3 London Road
C4	Stakes Road / Stakes Hill Road / Crookhorn Lane, Purbrook	Advanced Warning Repeater Fixed Sign	Routes north via Stakes Hill Road / Frenstaple Road Routes south via Crookhorn lane and A3(M)	Works on A3 London Road
C5	Purbrook Way / Hulbert Road signalised roundabout, Leigh Park	Advanced Warning Fixed Sign	Routes north via Stakes Hill Road and Hulbert Road Hulbert Road	Works on A3 London Road
C6	Purbrook Way / College Road	Advanced Warning Repeater Fixed Sign	Routes south via College Road and Hulbert Road	Works on A3 London Road
C7	B2177 Southwick Road / Portsdown Hill Road	Advanced Warning Fixed Sign	A27 and A3(M)	Works on A3 London Road / Portsdown Hill / Farlington Avenue

<b>Sign Ref</b>	<b>Sign Locations</b>	<b>Sign Type</b>	<b>Potential Diversion Route from signed locations</b>	<b>Applicable Construction Locations where Signage Required</b>
C8	B2177 Portsdown Hill Road / A3 London Road, Widley	VMS	Continue routes along B2177 Portsdown Hill Road	Works on A3 London Road / Portsdown Hill / Farlington Avenue
C9	Bedhampton Road / Hulbert Road traffic signal junction, Bedhampton	Advanced Warning Fixed Sign	North via Hulbert Road	Works on A3 London Road / Portsdown Hill / Farlington Avenue
C10	A3(M) Junction 4, Bedhampton	VMS	North via Hulbert Road	Works on A3 London Road
C11	A3(M) Junction 5, Bedhampton	Advanced Warning Fixed Sign	North via A3(M)	Works on A3 London Road / Portsdown Hill / Farlington Avenue

Table 3 – Northern Portsmouth and Portsea Island Areas (Southern section of Onshore Cable Corridor)

<b>Sign Ref</b>	<b>Sign Locations</b>	<b>Sign Type</b>	<b>Potential Diversion Route from signed locations</b>	<b>Applicable Construction Locations where Signage Required</b>
S1	M275 / M27 (M27 Junction 12)	VMS	M275 for Portsmouth traffic Routes north via A27 and A3(M)	Works on A3 London Road and A2030 Eastern Road
S2	A3 Southampton Road / A397 Northern Road / Havant Road	Advanced Warning Repeater Fixed Sign	M275 for Portsmouth traffic Routes north via A27 and A3(M)	Works on A3 London Road and A2030 Eastern Road
S3	Portsbridge Roundabout	VMS	M275 for Portsmouth traffic Routes north via A27 and A3(M)	Works on A3 London Road and A2030 Eastern Road
S4	A2030 Eastern Road / A27 Havant Bypass	VMS	Routes south via A27 and M275 Routes north via A27 and A3(M)	Works on A3 London Road and A2030 Eastern Road
S5	A2030 Eastern Road / Anchorage Road traffic signal junction	Advanced Warning Repeater Fixed Sign	Routes south via Anchorage Quartremain Road and Dundas Lane	Works on A2030 Eastern Road
S6	Southern approaches to A3 / A2030 Winston Churchill Avenue / A288 Landport Terrace / Cambridge Road gyratory	VMS	Routes north via M275	Works on A2030 Eastern Road
S7	A2030 Holbrook Road / Victoria Road North roundabout	Advanced Warning Fixed Sign	Routes north via M275	Works on A2030 Eastern Road
S8	A2047 Fratton Road / Goldsmith Avenue / Fawcett Road roundabout	Advanced Warning Fixed Sign	Routes north via M275	Works on A2030 Eastern Road
S9	A288 Milton Road / A2030 Velder Avenue / Rodney Road traffic signal junction	Advanced Warning Repeater Fixed Sign	Routes north via A288 Milton Road and Copnor Road	Works on A2030 Eastern Road
S10	A288 Milton Road / A2030 Goldsmith Avenue traffic signals	VMS	Routes north via Fratton Road, Holbrook Road and M275	Works on A2030 Eastern Road

## **SIGNAGE LOCATIONS FOR SPECIFIC CONSTRUCTION LOCATIONS**

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This section provides details of the recommended signage strategy for specific sections of the Onshore Cable Corridor identified in the introduction. Further to the strategic signage, this considers:

- The location of additional signage in the vicinity of or on the Onshore Cable Corridor which allows drivers to re-route in close proximity of the works;
- Signage to direct and encourage use of appropriate alternative routes in avoidance of the construction works; and
- Signage to discourage use of routes which are sensitive to increases in traffic flow associated reassignment of traffic away from the works.

For each location, the proposals show a recommended approach for the entirety of each section. This will therefore be subject to alterations to reflect that exact location of construction works and traffic management with that section. This will be confirmed by the contractor during detailed design and submitted for approval to HCC or PCC as required.

### **B2150 Hambledon Road between Denmead and Waterloo**

When construction work is taking place on B2150 Hambledon Road, and in combination with the strategic signage, the strategy focuses on:

- Directing drivers away from B2150 Hambledon Road when approaching from Denmead or Waterloo;
- Providing repeater signs of works at key junctions such as Sunnymead Drive and Milton Road, depending upon the location that construction works are being completed; and
- Discouraging use of routes which may be sensitive to traffic flows increases associated with reassigned traffic, including:
  - Closewood Road, Furzeley Road and Newlands lane;
  - Soake Road (as a route to Anmore Road);
  - Mill Road (as a route to Anmore Rod)
  - Martyn Avenue (as a route to Anmore Road);
  - Darnell Road, Sickle Way and Houghton Avenue (location of Berewood Primary School); and
  - Hart Plain Avenue (Cowplain Infant School and Community School).

In all cases, the final location and type of signs used during construction work on B2150 Hambledon Road will be agreed with HCC as part of the final traffic management strategy produced by the Contractor to facilitate construction of the Onshore Cable Route.



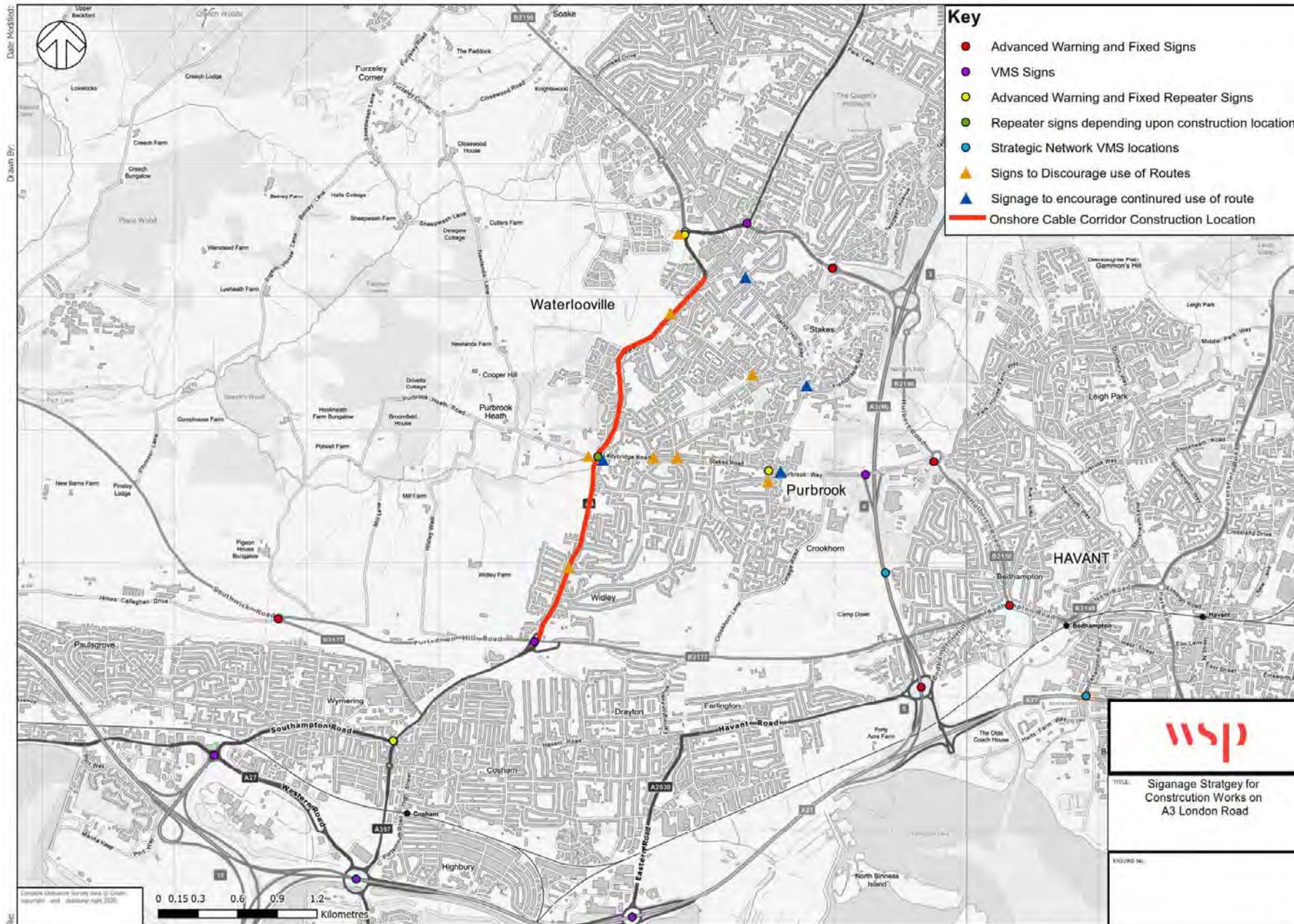
## **A3 London Road between Waterlooville and Portsdown Hill Road**

When construction work is taking place on A3 London Road, and in combination with the strategic signage, the strategy focuses on:

- Directing drivers away from the A3 London Road primarily onto the A3(M) but also ensuring that other traffic remains on Stakes Hill Road / Frenstaple Road and College Road rather than routing down other less suitable routes;
- Providing repeater signs of works at key junctions such as Sunnymead Drive and Milton Road, depending upon the location that construction works are being completed; and
- Discouraging use of routes which may be sensitive to traffic flow increases associated with reassigned traffic, including:
  - Mill Road (location of Mill Hill Primary School);
  - Westbrook Grove, Elizabeth Road and Phillip Road (residential roads and location of Purbrook Infant and Junior School);
  - Park Avenue (residential road and location of Purbrook Park School);
  - Crookhorn Lane (Moorlands Primary School and Crookhorn centre)
  - Darnell Road, Sickle Way and Houghton Avenue (location of Berewood Primary School); and
  - Closewood Road, Furzeley Road, Purbrook Heath Road, New Down Lane, Widley Walk and Pigeon House Lane (rural lanes with limited carriageway width in places.

In all cases, the final location and type of signs used during construction work on A3 London Road will be agreed with HCC as part of the final traffic management strategy produced by the Contractor to facilitate construction of the Onshore Cable Route.

Figure 5 - A3 London Road Framework Signage Strategy



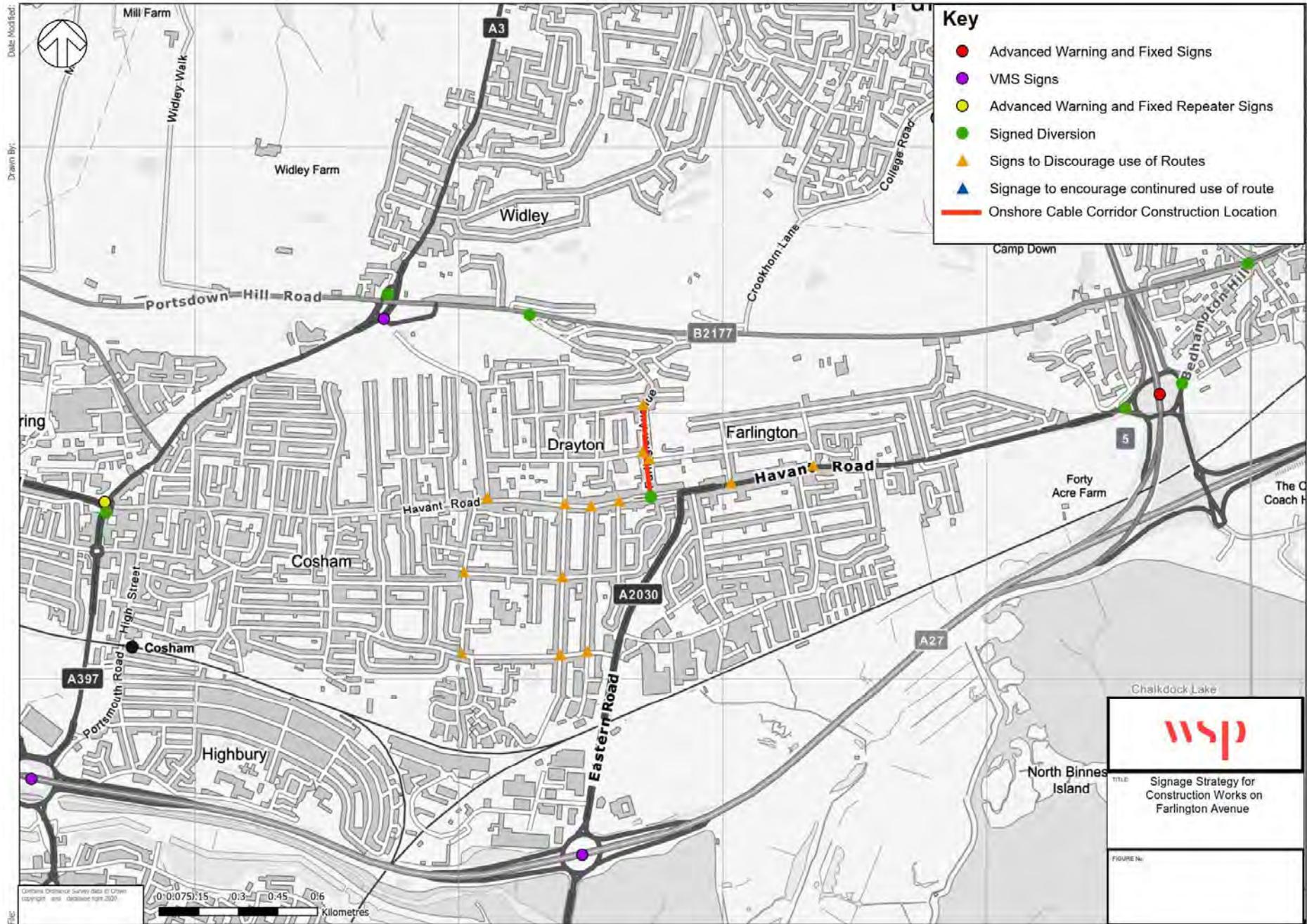
## Farlington Avenue Road Closure

When construction work is taking place on Farlington Avenue, and in combination with the strategic signage, the strategy focuses on:

- Directing drivers away from the Farlington Avenue via the formal signed diversion route but also at wider locations before drivers reach the start of the diversion;
- Discouraging use of routes which may be sensitive to traffic flow increases associated with reassigned traffic, including:
  - Sea View Road, Solent Road, Portsdown Avenue to the west of Farlington Avenue;
  - Eveleigh Road, Galt Road and Gilman Road to the east of Farlington Avenue;
  - South Road, Station Road, Central Road and Lower Drayton Lane to the south of Farlington Avenue

In all cases, the final location and type of signs used during construction work on Farlington Avenue will be agreed with PCC and HCC as part of the final traffic management strategy produced by the Contractor to facilitate construction of the Onshore Cable Route.

Figure 6 - Farlington Avenue Framework Signage Strategy



## **A2030 Eastern Road**

When construction work is taking place on A2030 Eastern Road, and in combination with the strategic signage, the strategy focuses on:

- Directing drivers away from the Eastern Road and onto routes in and out of Portsmouth via the M275 from the north and the south;
- Encouraging drivers to remain on the A288 Copnor and A2047 London Road when traveling north or south along these routes to avoid construction works on A2030 Eastern Road
- Discouraging use of routes which may be sensitive to traffic flow increases associated with reassigned traffic, including the following routes which run between the A288 and A2048
  - Battenburg Avenue, Mayfield Road and Kirby Road north of Stubbington Avenue and Burrfields Road;
  - Laburnum Grove, Chichester Road, Powerscourt Road, Queens Road, New Road / New Road East between Stubbington Avenue / Burrfields Road and Tangier Road; and
  - Hayling Avenue and Stride Avenue to the south of Tangier Road.

In all cases, the final location and type of signs used during construction work on Farlington Avenue will be agreed with PCC as part of the final traffic management strategy produced by the Contractor to facilitate construction of the Onshore Cable Route.



## NEXT STEPS

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This strategy has provided an overarching signage strategy to support and mitigate impacts associated with construction programme of the Onshore Cable Route within the HCC and PCC highway network. Forming part of the FTMS, this strategy will be secured within the Development Consent Order (DCO) and therefore become a requirement in relation to the construction the Onshore Cable Route.

Schedule 2 of the DCO (REP5-008) provides requirements for the traffic managements strategies, noting that these must be in accordance within the FTMS, submitted and approved to the highway authority detailing:

- a. plans detailing the extent of the works aligned with the programme sequencing;
- b. the construction methodology in relation to the works including details of the hours of the day within which the works are to be carried out;
- c. a schedule of timings for the works, including the dates and durations for any closures of any part of the public highway;
- d. the traffic management strategy to be implemented in relation to those works, including details of any traffic signals and signs and any traffic regulation measures proposed in connection with those works;
- e. a schedule of condition of any part of the public highway to be affected by the works;
- f. a specification of the condition of the parts of the public highway where the works are to be undertaken;
- g. details of any lighting to be used in connection with the works for the duration that the works are being undertaken;
- h. contact details for the client and contractor carrying out the works;
- i. details of the advanced publicity to be carried out in connection with those works;
- j. details of the proposed approach to the reinstatement of the public highway in connection with those works, including (where applicable) details of both temporary and permanent reinstatement;

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Relevant provision of the dDCO	Change Requested	Applicant's Position	PCC Response at Deadline 8
<p>Article 2, definition of "authorised development".</p>	<p>PCC objects to the words <i>"and any other development authorised by this Order"</i>.</p> <p>At the very least, the applicant should be required to explain why the Southampton-London Esso Pipeline DCO definition would not be acceptable.</p>	<p>The definition of "authorised development" within the Southampton to London Pipeline Order 2020 referred to by PCC is as follows:</p> <p><i>"authorised development" means the development and associated development described in Schedule 1 (authorised development) or any part of it, which is development within the meaning of section 32 (meaning of development) of the 2008 Act;</i></p> <p>The definition in the dDCO (REP7-013) reads:</p> <p><i>"authorised development" means the development and associated development described in Schedule 1 (Authorised Development) and any other development authorised by this Order which is development within the meaning of section 32 of the 2008 Act;</i></p> <p>The Applicant notes that the form of words used for the definition of "authorised development" does align with other made Orders, for example the Norfolk Vanguard Offshore Wind Farm Order 2020. The inclusion of the words <i>"and any other development authorised by this Order"</i> is in essence catch all drafting, and ensures that all development authorised by the Order is included within the definition of "authorised development".</p> <p>Taking into account that the form of words used in the dDCO reflects wording used in other made DCO's, and is therefore an appropriate form of words to be used for this definition, no amendments are proposed to be made to the definition in the dDCO. It is also considered that the form of words used are of the same effect.</p>	<p>PCC is concerned that the Applicant is seeking to rely on such "catch all drafting" when there are serious concerns about the inclusion of Fibre Optic Cable infrastructure for commercial purposes.</p>

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<p>Article 2, definition of "maintain"</p>	<p>Having had regard to the Southampton-London Esso Pipeline DCO, PCC would prefer the following words to be added between the words "environmental statement" and "and maintenance...": <i>"and for the avoidance of doubt must not include the renewal, re-laying, reconstruction or replacement of the entirety of Work No. 4, save where this can be done without excavating a trench"</i>.</p> <p>See also the Thames Tideway Tunnel Order's wording <i>"so that it is fit for the purpose for which it was originally constructed"</i></p>	<p>The definition of "authorised development" within the Southampton to London Pipeline Order 2020 referred to by PCC is as follows:</p> <p><i>"maintain" in relation to the authorised development includes to inspect, assess, repair, test, cleanse, adjust, alter, divert, renew, re-lay, improve, landscape, preserve, make safe, dismantle, remove, clear, reconstruct, refurbish, replace, demolish, abandon or decommission any part of the authorised development, provided such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement and for the avoidance of doubt must not include the renewal, re-laying, reconstruction or replacement of the entirety of the pipeline works, and any derivative of "maintain" is to be construed accordingly;</i></p> <p>The definition of maintain the dDCO (REP7-013) reads:</p> <p><i>"maintain" includes inspect, upkeep, repair, adjust, alter, improve, preserve and further includes remove, reconstruct and replace any part of the authorised development, provided such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement and "maintenance" must be construed accordingly;</i></p> <p>It is not considered that the definition of maintenance included would allow for the reconstruction of the whole of Work No.4, being the Onshore Cable Route, but where it assists to remove any doubt in this regard it is confirmed the definition of "maintain" in the dDCO will be revised to read as follows:</p> <p><i>"maintain" includes inspect, upkeep, repair, adjust, alter, improve, preserve and further includes remove, reconstruct and replace any part of the authorised development, provided such works do not give rise to any materially new or materially different environmental</i></p>	<p>PCC is pleased to note this amendment.</p>
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		<p><i>effects to those identified in the environmental statement <b>and for the avoidance of doubt must not include the renewal, re-laying, reconstruction or replacement of the entirety of Work No.1, Work No.2, Work No.4, Work No.5, Work No.6 or Work No.7</b> and "maintenance" must be construed accordingly;</i></p> <p>Work No.1, Work No.2, Work No.4, Work No.5, Work no.6 and Work No.7 are detailed because they represent the permanent development which is to be authorised by and constructed pursuant to the DCO.</p>	
Article 2, definition of "onshore site preparation works"	(h) - insert "site" before "advertisements" to ensure that advertisements are strictly related to the development and are not for other purposes.	It is considered this is what the position as drafted already states, but in any event the word "site" will be inserted before "advertisements".	PCC is pleased to note this amendment.
Article 2, definition of "operational period"	PCC does not understand why, if this is one linear electricity interconnector project, there is reference to "the relevant part of the authorised development" as either the whole of the authorised development or no part of it can operate.	The authorised development includes two independent cable circuits for the transmission of electricity. One may operate in the absence of the other. The Applicant is also intending to use the fibre optic cables for commercial telecommunications purposes. Taking both of these points into account, no amendments are proposed to the definition of "operational period".	This confirms PCC's concern that the dDCO is drafted deliberately to allow the Fibre Optic Cables for commercial telecommunications purposes to operate separately to the electricity interconnector. PCC has made its views on such a use well know by this point in the Examination.
Article 2, definition of "provisional advance authorisation"	This ought to refer directly to the Permit Schemes description. In addition, the Traffic Management Permit Scheme Regulations 2007 definition alone is too generic and this is why PAA is referred to i.e. relates to the Permit Schemes which	The reference to secondary legislation which the permit schemes must accord with is appropriate. It is also the case that two permit schemes are applicable, and taking this approach therefore ensures consistency. No amendments are proposed to be made to this definition.	PCC considers that the Permit Scheme definition as reflected in the statutory PS Guidance is appropriate namely "The early approval of activities in the highway, equivalent to the advance notice given under s 54 of NRSWA."

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	are brought about through secondary legislation.		
Article 2, definition of "statutory undertaker"	PCC queries the inclusion of the reference to a public communications provider under s.151(1) Communications Act 2003 in light of its objections to the commercial use of fibre optic cables.	Public communications providers are statutory undertakers. They are afforded protections by the protective provisions (see Part 2 of Schedule 13 to dDCO). It is therefore necessary for them to be referred to in this definition. It is noted Southampton to London Pipeline Order 2020 includes a defined term of " <i>statutory undertaker</i> " which mirrors that included in the dDCO. No amendments will be made to this definition.	[ It is acknowledged that the Southampton to London Pipeline DCO makes reference to public communications providers within its definition of Statutory Undertaker.
Article 2, definition of "trenchless installation techniques"	Typo, should be " <i>two points</i> ". Otherwise acceptable.	This is noted and the correction will be made.	PCC is pleased to have helped.
Article 2, definition of "trenchless installation technique compound"	This definition doesn't appear to have actually been used anywhere in the DCO.	The defined term is at Requirement 6(3)(e) of the dDCO (REP7-013).	PCC is pleased to have been corrected.
Article 2(2)	In light of plot 10-14 in particular, the words " <i>Except where the terms of this Order and the book of reference stipulate expressly to the contrary</i> " must be inserted before the opening words " <i>References in this Order...</i> "	This comment is made without taking into account the authorising powers in relation to compulsory acquisition. They determine the land and rights permissible to be acquired. There is not any need to include this amendment taking into account the land and rights to be acquired are already limited to be those stated in the Book of Reference, and Plot 10-14 and the temporary basis on which it may be accessed is also addressed directly through Article 30 and Schedule 10 to the dDCO (REP7-013). No amendment is required and none will be made.	PCC maintains in light of the complexity of the rights to be purchased ie limited to subsoil on the one hand or surface rights on the other, together with the extent of the permanent rights to be acquired still to be determined that as much clarity is required as possible.
Article 2(3)	Typo, omission of "development" after "authorised".	This is noted and the correction will be made.	PCC is pleased to have assisted.

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Article 2(6)	Apparent typo: "constructed" should perhaps be "construed" as in Art 2(8).	This is noted and the correction will be made.	PCC is pleased to have assisted.
Article 3(1)	The Southampton-London ESSO Pipeline DCO wording is preferable in as far as it reads " <i>Subject to the provisions of this Order, including the requirements, the undertaker...</i> ". The word " <i>including</i> " under Art 2(8) is taken to connote no limitation, whereas the words " <i>this Order and Schedule 2</i> " in the current dDCO could be read as operating to exclude, for example, Schedule 1.	This amendment will be made for clarity.	PCC is pleased to note this amendment.
Article 7(1), Article 7(6)(e) and Article 7(8)(a)(v)	PCC suggests that the DCO should be prescriptive of matters for the Secretary of State's consideration of consent to the same extent as the Thames Tideway Tunnel DCO in its Art 9.	<p>The Applicant has reviewed Article 9 of the Thames Tideway Tunnel DCO, however it is not considered following a review of recently made DCO's that this drafting sets a general precedent, and instead appears to be specific to the Thames Tideway Tunnel DCO.</p> <p>It is noted that the form of Article 7 in the dDCO (REP7-013) is in keeping with other recently made Orders, including the Norfolk Vanguard Offshore Wind Farm Order 2020 and the Hornsea Three Offshore Wind Farm Order 2020.</p> <p>It is also noted that Article 7(4) confirms the benefit transferred or granted includes any rights that are conferred and any obligations that are imposed, by virtue of the provisions to which the benefit relates, and Article 7(7) requires the notice to be given to the Secretary of State prior to any transfer to state the restrictions, liabilities and obligations that in accordance with paragraphs (4) will apply to the person exercising the powers transferred or granted (see sub-paragraph (iv)) and to require confirmation of the availability and adequacy of funds for</p>	<p>[</p> <p>The Norfolk Vanguard Wind Farm DCO has been quashed by the High Court and should not be relied upon.</p> <p>The Applicant gives no good reason to resist the changes proposed and which were accepted in the TTT DCO as appropriate other than to suggest that the SofS will 'in any event be required [sic]to have in mind' the matters referred to. There is however no such requirement on the face of the DCO. If these are accepted as important and relevant matters to which the SofS should have regard there is every justification for them to be on the face of</p>

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		<p>compensation associated with the compulsory acquisition of the Order Land (see sub-paragraph (v)) . Accordingly, the matters which the Secretary of State must have regard detailed in Article 9 of the Thames Tideway Tunnel DCO, being the restrictions, liabilities and obligations as would apply under the Order, are matters that the Secretary of State will in any event be required to have in mind because of the information to be provided where a notice of a proposed transfer is provided.</p> <p>Taking all of the above into account, the Applicant is content that Article 7 of the dDCO (REP7-013) is in an appropriate form and no amendments are proposed to be made</p>	<p>the DCO which achieves clarity and accords with the law.</p> <p>PCC asserts that this additional wording is necessary most especially in light of the concerns about funding.</p>
Article 7(6)(a)	<p>Where the transferee is the holder of an interconnector licence under s.6(1)(e) the Electricity Act 1989. Aquind Limited holds such a licence, yet there are significant concerns about its ability to finance the project and in particular the liability for compensation vis. compulsory acquisition. It follows that it is unacceptable for the benefit to be assigned to another interconnector licence holder without scrutiny by the Secretary of State.</p>	<p>It is noted that a guarantee in respect of the payment of compensation is provided for in the dDCO (at Requirement 26 though it is anticipated this will be moved to be an Article), and therefore irrespective of who the Undertaker is a guarantee for CPO liabilities will be in place before the authorised development commences.</p> <p>It is also noted that it is typical for transfers to licence holders to not be the subject of the need for Secretary of State consent, with the Norfolk Vanguard Offshore Wind Farm Order 2020 and the Hornsea Three Offshore Wind Farm Order 2020 both including the same exception for persons who holds a transmission licence under section 6 of the 1989 Act.</p> <p>Accordingly, no amendment will be made.</p>	<p>[ If the guarantees as to what the SofS must consider in transferring the benefit of the DCO apply there is less concern.</p>
Article 8(2)	<p>The numbered articles listed in this paragraph do not appear to correlate to the titles that follow them.</p>	<p>This is noted and the corrections will be made.</p>	<p>PCC is pleased to have assisted.</p>
Article 8(4)	<p>PCC notes Art 60 of the Thames Tideway Tunnel DCO that provides: "<i>The</i></p>	<p>A new Article is to be inserted into the dDCO to restrict the commencement of the authorised development until the relevant development consent obligations have been entered into.</p>	<p>PCC is pleased to note that the principle has been conceded, but PCC will not have the ability to comment on</p>

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	<i>authorised development shall not commence unless and until the undertaker enters into the Unilateral undertaking for securing offsite mitigation and compensation policy and resources for local planning authorities (in accordance with document reference APP209.03)."</i>		the drafting of this amendment if it is submitted to the ExA at Deadline 8.
Article 9(1)(c)	Art 9(1)(c) is objectionable in principle because there is no good reason why the development during its operational life should be supposed to produce a statutory nuisance if constructed competently, let alone to be forever excused from any statutory noise nuisance that might occur.	This is not agreed with, taking into account the operational noise levels to be achieved have been set. This is highly important and not recognised in the comments made. The noise management plan and moreover the maximum noise levels to be achieved have been confirmed as fit for purpose, which has been agreed with all relevant authorities.	PCC was cognisant of the noise management plan when it made its comments and framed the debate properly as whether a magistrates' court should be deprived of its jurisdiction to disagree on receipt of a complaint. PCC plainly believes that it should not.  PCC maintains its alternative submission that there is in any case no justification for immunity to such complaints during operation of the development, with reference to the explicit drafting of the Thames Tideway Tunnel DCO that underscored precisely the same point.
Article 9(1)(d)	Art 9(1)(d) seeks to give the undertaker a final opportunity to avoid an order or fine from the Magistrates' Court where the construction or maintenance activity "cannot be reasonably avoided". This is unnecessary in light of s.82(9) EPA 1990's	The authorised development will be nationally significant infrastructure. It is appropriate for the protection provided by Article 9(1)(d) to be included in the Order, much in the same way as it appears in many other made Orders, and no amendment will be made to the dDCO in this regard.	Each DCO application should be scrutinised on its own merits; PCC says that the merits of this application do not warrant special treatment. The applicant has been unable to provide specific, cogent justification for the inclusion of this defence while PCC has provided a critical analysis for the whole of Article 9 to be struck out.

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	<p>provision for a 'Best Practicable Means' defence, although it is acknowledged that s.82(10) curtails the availability of this defence in certain circumstances. The undertaker cannot justify seeking such a loosely defined defence to itself, being one that is not permitted under the primary legislation.</p>		
Article 9(2)	<p>Art 9(2) seeks to entrench the problematic argument that an inadequate construction environmental management plan would oust the jurisdiction of the court where a statutory noise nuisance exists.</p>	<p>The scope of the construction management plans is clearly defined by Requirement 15, and these will be approved by the relevant discharging authority. There is no sound basis on which to state they will not be adequate taking this into account, and no amendments will be made in this regard.</p>	<p>On the contrary, there is no sound basis to assume that a magistrates' court would agree with the adequacy of any and all construction environmental management plans - it should be within the magistrates' gift to disagree. The role of the magistrates' court must be understood as an important check and balance prescribed by primary legislation.</p>
Article 9	<p>There is no justification for Article 9 to have any place in the DCO and pardon any occurring statutory noise nuisance inflicted upon an aggrieved person. There is a strong public interest in allowing private citizens to protect themselves against statutory nuisance.</p>	<p>The authorised development to be authorised by the DCO is nationally significant infrastructure, and where this is being undertaken in a responsible manner and in accordance with the relevant plans controlling matters relating to nuisance, it is entirely appropriate for the limited defence provided for by Article 9 to be included in the DCO.</p>	<p>Where the authorised development is being carried out in accordance with the relevant plans controlling matters relating to nuisance the applicant should have nothing to fear in making defending its case in the magistrates' court. It is where the terms of the controls are breached or where it can be shown that the approved controls are inadequate that the magistrates' court might look to intervene.</p>
Article 9	<p>PCC objects especially to the attempt to secure effective immunity to s.82</p>	<p>This is not agreed with, taking into account the operational noise levels to be achieved have been set. This is highly important and not recognised in the comments made. The noise</p>	<p>PCC maintains its alternative submission that there is in any case no justification for immunity to such</p>

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	EPA 1990 statutory noise nuisance complaints during the operational lifetime of the development. There is no justification for such an exceptional provision and a responsible undertaker would have nothing to fear from being subject to s.82 EPA 1990.	management plan and moreover the maximum noise levels to be achieved have been confirmed as fit for purpose, which has been agreed with all relevant authorities. The Applicant has already provided precedent examples of where the same wording has been included in relation to projects of a similar nature.	complaints during operation of the development, with reference to the explicit drafting of the Thames Tideway Tunnel DCO that underscored precisely the same point.  PCC also notes the concerns of fellow local authorities on this matter.
Article 9A(2)(a)-(b)	Primacy of FTMS and other approvals (including relevant approved traffic management strategy for a given phase under Requirement 25) during construction. Without examples of conditions that might 'conflict' or a clear rationale for what might be considered 'conflict' as opposed to 'control', it seems that problems may not be realised until a permit is issued.	Permits will be issued following the approval of traffic management strategies, and where they are not the provisions regarding conflicts would not be relevant as there would be no strategy for the conditions to conflict with. There is no need for any amendment to these provisions and none will be made.	PCC maintains its concerns in this regard.
Article 9A(2)(c)	PCC objects to the blanket exclusion of section 58 and 58A NRSWA 1991 where Aquind wishes to undertake its works. Where such moratoria apply, PCC's permit scheme, at section 10.8.1, allows an application for a permit to be made "specifying the grounds on	This is not agreed with. This imposition of a moratoria would be a potential impediment to delivery of the authorised development and it is therefore necessary to confirm this does not apply. The removal of Article 9A(2)(c) is not accepted by the Applicant. It is noted this position was accepted in the Southampton to London Pipeline Order 2020.	PCC refers again to the consideration of moratoria as provided within the Permit Scheme. They are a potential impediment to any undertaker.

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	<p>which consent is sought" and decided accordingly.</p>		
<p>Article 9(A)(7)</p>	<p>This sub-clause relating to emergency works is copied from s.52(1) NRSWA. "Emergency works" is not as broad as "urgent activities" under the Permit Scheme, which are concessions to commercial priorities such as service outage rather than preventing harm to property and people. PCC would prefer to maintain the flexibility to permit any arising "urgent activities" as well as the "emergency works" detailed.</p>	<p>The Applicant notes that the Portsmouth Permit Scheme Order defines Immediate Activities as <i>"emergency works as defined in Section 52 of NRSWA or urgent works as defined in The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007"</i>.</p> <p>Emergency Works is defined in the New Roads and Street Works Act 1991 to mean <i>"works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property"</i>, and this wording is included in the dDCO.</p> <p>Urgent works is defined in the Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007 to mean:</p> <p><i>"(a) means street works, other than emergency works, whose execution at the time when they are executed is required (or which the person responsible for the works believes on reasonable grounds to be required)—</i></p> <p><i>(i) to prevent or put an end to an unplanned interruption of any supply or service provided by an undertaker;</i></p> <p><i>(ii) to avoid substantial loss to an undertaker in relation to an existing service; or</i></p> <p><i>(iii) to reconnect supplies or services where an undertaker would be under a civil or criminal liability if the reconnection is delayed until after the expiration of the appropriate notice period; and</i></p> <p><i>(b) includes works which cannot reasonably be severed from such works."</i></p>	<p>PCC is pleased to note this amendment and is grateful for the contributions of Hampshire County Council at ISH4 that assisted on this issue.</p>

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		<p>The Applicant is agreeable to urgent works also being referred to, and will therefore amend Article 9(A)(7) to state as follows:</p> <p style="text-align: center;"><i>“(7) Reference to immediate works in paragraph 2(d) means emergency works as that term is defined in section 52 of the 1991 Act and urgent works as that term is defined in regulation 3(1) of the Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007.”</i></p>	
Article 10(1)	<p>Art 10(1) remains objectionable in principle for PCC because it allows works outside the Order limits subject to a bespoke approach to the Permit Scheme procedure under the DCO.</p> <p>Further, the ability to exercise Art 10 rights in aid of constructing and maintaining outside of the Order limits appears unnecessarily broad.</p>	<p>It is not agreed that Article 10(1) is unnecessarily broad, it subject to a test of necessity by virtue of the wording “<i>for the purpose of</i>” and is a necessary and appropriate power to ensure the authorised development can be constructed and thereafter maintained.</p>	<p>[</p> <p>The test is not one of necessity as stated by the Applicant but merely for the purpose of. It is acknowledged that the LHAs approval is required prior to works outside the Order limits or at all.</p>
Article 10 (1)	<p>It is not clear or justified why for post-construction maintenance and in relation to any area outside the Order limits the undertaker should not be treated as any other party by making an application under the</p>	<p>This statement is not correct. The permit scheme is applied by Article 9A of the dDCO (REP7-013) and the general terms of the permit scheme apply, with the Article having been drafted with proviso’s specifically in relation to construction only.</p>	<p>Art 9A specifically refers to limits the application of the permit schemes “ to the construction and maintenance of the authorised development and will be used by the undertaker in connection with the exercise of any powers conferred by <b>this Part.</b>”</p>

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	general terms of the Permit Scheme.		If the Applicant accepts the Permit Schemes apply generally there is no need for the latter reference. The DCO needs to be clear.
Article 10 (1)	Part of (g) relating to "alteration of parking places [&] loading bays" does not appear to be grounded in Part V Highways Act 1980 (s.115, Pt VII relates to these matters for heavy goods vehicles as opposed to all other forms of vehicles). The alteration of parking places is effected by orders under the Road Traffic Regulation Act 1984.	This is not correct. The suspension of the use parking places is a matter effected by orders under the Road Traffic Regulation Act 1984, whereas physical works to the highway, including the alteration of parking places, would be works to the highway to which the article is relevant. Article is an appropriate form for which precedent is provided by other made Orders (for example the Southampton to London Pipeline Order 2020).	PCC welcome the clarification
Article 11(1)	PCC requires the words "without the consent of the relevant street authority" to be deleted. This is because the word "consent" is ambiguous and could be read to include an application under the Permit Scheme (contrary to the intention of Art 9A(1)).	This is not agreed. The need for consent referred to in Article 11(1) specifically relates to that Article only, and is contrasted by Article 11 (2) where consent is required. It is not considered any confusion arises of the type suggested or otherwise. It is noted the same form of words is used at Article 11(1) of the Southampton to London Pipeline Order 2020.	PCC disagrees because there is no scope for misunderstanding if the words "without the consent of the relevant street authority" are deleted. PCC is aware of the content of Art 10(2) and understands the logic in making a positive requirement to seek consent outside the Order limits. The matter may not have been raised in the Southampton-London ESSO Pipeline, but that does not mean that the drafting is inherently satisfactory.
Article 12	s.56 - power to give direction to the timing of streetworks is omitted, meaning that Art 9A(3) would be the sole means of directing that conditions securing different timings	Section 56 of the New Roads and Street Works Act 1991 is purposefully omitted. The works will be undertaken in accordance with the approved traffic management strategies, subject to any directions that may be given in accordance with Requirement 18 (working hours). There are not works on the highway to which the permit scheme does not apply.	[ The power to give s56 directions for non permit scheme works is important as it relates to controlling works which give rise to 'serious disruption'. The TMS and Req 18 do not address such

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	are imposed. If there were any works to which the Permit Scheme did not apply, this would be necessary in order to allow the Highway Authority to meet its Network Management Duty under s 16 of Traffic Management Act 2004 to as well as to co-ordinate works of all kinds on the highway under Section 59 of NRSWA.		events. There may be works to which the Permit Scheme does not apply and the DCO makes allowance for that.
Article 12	ss.58&58A - omitted from the Art 12 list despite being envisaged by Art 9A. Read alongside Art 9A(2)(c) and 9A(6) to mean that so-called 'moratoria' are not effective in any way upon Art 11 street works undertaken by Aquind, either in relation to pre-Aquind works or to works undertaken by Aquind that may require subsequent disturbance by other undertakers.	This non-application only applies to the works undertaken pursuant to the Order. Section 58 and 58A may apply in relation to any works not undertaken pursuant to the Order, as the Order would not apply to those. It is common for section 58 and 58A to be disapplied to ensure there is no impediment to the timely delivery of nationally significant infrastructure where part of those works is to be carried out in the highway.	PCC understands the Applicant's position but refers again to the consideration of moratoria as provided within the Permit Scheme. They are a potential impediment to any undertaker.
Article 12	s.66 - This section requires an undertaker to complete works as expeditiously as possible with only necessary obstructions of the highway (paraphrased). There is a criminal offence for failing to do so. This is an important motivation for any undertaker and should not	The works are to be undertaken in accordance with the relevant traffic management strategies which are not a matter which would apply to general street works. It is appropriate to disapply section 66 of New Roads and Street Works Act 1991 where this is the case, and this ensures there is no conflict between the two.	To the contrary, PCC sees the scope for s.66 to complement the measures secured in any traffic management strategy rather than conflict with it. It should be applied to the DCO.

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	be removed purely for Aquind's convenience.		
Article 12	s.74 - This section empowers the street authority to charge an undertaker for overrunning works, and to issue a Fixed Penalty Notice. Again, there is no justification for excluding this option, even if it is convenient to Aquind.	The works are to be undertaken in accordance with the relevant traffic management strategies which are not a matter which would apply to general street works and the working hours will be in accordance with Requirement 18 (working hours). The works will be undertaken as expeditiously as possible. It is therefore considered appropriate to not apply section of New Roads and Street Works Act 1991.	The Applicant's response serves to reinforce the previous answer - s.66 complements the measures secured in any traffic management strategy.  The Applicant's response is essentially a plea for the removal of a financial penalty in the event that it does not comply with the relevant agreed traffic management strategy. Unless that traffic management strategy secures an equivalent financial penalty for overrunning works, the omission of s.74 has not been justified by the Applicant.
Article 12	s.75 - Note: the replacement for this section has not yet been enacted by ss.58(2) and 99(1) Traffic Management Act 2004. In either case, the street authority would expect to be able to recover fees against Aquind in the same way as against any other undertaker.	Reference to section 57 of the New Roads and Street Works Act 1991 will be included in Article 12.	Presumably this is a typo and the Applicant's author intends to include s.75 – re inspection fees/ s57 is Notice of emergency works and is already included in Art 12
Article 12	There do not appear to be any of the referenced relevant regulations, so it seems for completeness this article should refer to "future relevant regulations" as in other DCOs. Many other DCOs have provisions with regard to modification of this	Article 12(1) includes the words " <i>and any regulations made or code of practice issued or approved under those provisions apply (with all necessary modifications)...</i> ". As such, regulations made under the applicable provisions do apply where relevant.	PCC welcome the clarification

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	section, rather than excluding it completely.		
Article 16	16(1)(a) - "revoke" seems heavy-handed; why would anything more than suspension for a fixed time be required for this scheme? Temporary TROs can override an extant permanent TRO for up to 18 months and then be renewed if necessary.	The power is tempered by the words " <i>in so far as it is inconsistent with any prohibition, restriction or other provision made by the undertaker under this article</i> " and therefore it is considered appropriate to follow the form of words used in many made Orders. It is noted that the consent of the relevant traffic authority is also required to be obtained.	The Applicant's comments are understood regarding the consent of the traffic authority, but they were asked to justify retaining the verb "revoke" and the best they can muster is that other DCOs have included it. If it cannot be justified in the individual circumstances of this DCO then it should not be included.
Article 18(1)	18(1) - This article is strictly limited to those buildings "lying within the Order limits". The Southampton-London ESSO pipeline DCO went further, providing also that buildings "which may be affected by the authorised development" are included. It is presumed, therefore, that Aquind would look to undertake any protective works for affected buildings outside the Order limits by private negotiation, or otherwise pay compensation for any damage caused in accordance with Art 18(9).	Whilst it is not anticipated protective works will be needed, so as to ensure any necessary protective works are able to be undertaken without impediment and subject to the relevant compensation provisions should they arise the words "which may be affected by the authorised development" will be added to Article 18(1).	PCC is pleased to note this amendment.
Article 18(6)	PCC disagrees that 14 natural days is appropriate (as was held in the ESSO Pipeline DCO) in the context of this article and would suggest that 10 working	Reference to 10 working days will be reinstated.	PCC is pleased to note this amendment.

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	<p>days is reinstated to protect such persons against the loss of time against a relatively short deadline due to public holidays, notably during the Christmas period.</p>		
<p>Article 18(11)</p>	<p>This article is identical to the equivalent provision in the Southampton-London ESSO pipeline DCO. However, PCC prefers the drafting of Thames Tideway Tunnel Art 20 as the reliance upon s.13 CPA 1965 to enforce possession by means of a warrant is unjustified and draconian when this should be about agreeing with the owner/occupant protective works. It is clearly not akin to CA or Temp possession either. TTT in the equivalent art 20 set out means of agreement.</p>	<p>The form of the Article included in the dDCO (REP7-013) is appropriate. The form of this provision in the Thames Tideway Tunnel Order is understood to be scheme specific, being a scheme with a high risk of the need to undertake protective works and enter into agreements in relation to those, unlike the AQUIND scheme.</p>	<p>PCC considers that equivalent concerns arise in respect of the Aquind DCO scheme as with the Thames Tideway Tunnel scheme. The TTT wording provides clarity and certainty for those affected</p>

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Article 19(5)	Art 19(5) - As alluded to in the comments to Art 19(1), this provision is in stark contrast to the position of the Southampton-London ESSO Pipeline DCO which compensates for "loss and damage" incurred by the survey activities at Art 20(7).	The Article will be updated to include the loss or damage wording provided for in the Southampton to London Pipeline Order 2020.	PCC is pleased to note this amendment.
Article 19 (4)(c) – (d) and (6)	This paragraph must defer to the Permit Scheme under Art 9A and Part 3.	There is nothing in the Order which disapplies the permit scheme, and therefore to the extent it is applicable it will apply. No amendments of the type requested are required	[If such survey work and boreholes are works that are subject to the Permit Schemes then there needs to be clarity within the DCO and reference made to such works within Art 9A
Article 28	The CPA provision is 28 days but here (the revised provision) is 21 days. PCC suggest this should be amended to 28 days.	This will be amended to refer to 28 days.	PCC is pleased to note this amendment.
Article 29	This refers to "subsoil", which is defined in Art 2 as any part of the substrata below the surface of the ground. Highways subsoil as discussed in the December hearings is subsoil below the zone of ordinary use/top two spits. That subsoil is not in all cases owned by the highway authority. This provision however obviously makes specific reference to streets so needs to avoid confusion.	Whilst what constitutes highway subsoil has been a focus of this Examination, the concept of the land forming the highway is not in any way a new concept. The form of the Article, as included in many made Orders, is appropriate and there is not a need to seek to revise this to address a problem which does not exist. The position with regard to the acquisition of highway subsoil, being that it cannot be acquired, is very clearly provided for in the Book of Reference.	The Applicant says that a problem does not exist. PCC says that a problem does exist because, unlike most DCOs, the Applicant has made a strategic decision to follow the highway for long distances.

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	Also, the same highways zone of ordinary use also applies to air space. This needs to be accounted for and clarified in order to avoid infringing on rights vested in the highway authority.		
Article 30	This provision follows standard drafting but there is bespoke drafting in respect of Plot 10-14. This is expanded on in the ExM [REP6- 017] in paragraph 9.23. However, the intention as described in paragraph 9.23 is not evident or explicit in the dDCO.	Schedule 10 of the dDCO (REP7-013) should be referred to and confirms the purpose and duration for which temporary possession may be taken of land within Plot 10-14.	[ It would appear that Art 30 should cross refer to Sch 10.
Article 32	This article appears largely redundant where New Connection Works Rights have been secured (i.e. along the length of the route).	In respect of this development the power is relevant in relation to the aftercare of biodiversity reinstatement. It is not, as stated, largely redundant.	PCC welcomes the clarification
Article 39	This article disapplies any common law or statutory rules relating to leases that the undertaker is party to as specified by Art 39(1)(a)-(b), meaning that any lease will be constrained to construction through its own wording only.  PCC suggest that a sub-paragraph is included that	It is not understood how PCC consider this would capture their own tenants. The Applicant is not seeking the acquisition of land in Portsmouth aside from the ORS. Where it does not own an interest from which it can grant a lease, no lease will be granted.  In reality one would expressly state in the relevant lease statutory protections are removed in reliance on Article 39.  No amendment is necessary.	PCC maintains its concerns

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	<p>obliges the Undertaker to disclose the existence of this article as a recital to any such lease to ensure that third parties are not taken advantage of by such an esoteric provision. PCC is mindful that some of its own tenants (for whom PCC is in no way responsible for negotiating on behalf of) could be affected, particularly Milton Baffins Rovers FC.</p>		
<p>Article 41 and 42</p>	<p>PCC objects to this article in principle as it believes that it is best placed to undertake the balancing exercise on whether any particular tree should be felled.</p>	<p>This is an authorising powers subject to the requirements. Arboriculture Method Statements will be agreed with PCC as per Requirement 15.</p>	<p>PCC believes that the proper approach would be to have submitted Arboricultural Method Statements into the examination as part of a properly front-loaded submission so that a detailed assessment of the impacts on trees could be undertaken. In the event, the Applicant submitted a poor and blatantly flawed desktop survey that only interrogated TPO trees. Nonetheless, PCC recognises the position that it is now in and acknowledges that Requirements 7 and 15 secure Arboricultural Method Statements to be submitted for approval or refusal.</p>
<p>Article 41(6)</p>	<p>41(6) - This article would need to be expressed as being "without prejudice to any alternative compensation mechanism pursuant to a development consent obligation" in</p>	<p>Article 35 of the dDCO (REP7-013) confirms there can be no double recovery of compensation in respect of the same matter both under this Order and under any other enactment, any contract or any rule of law, or under two or more provisions of this Order. Taking this into account there is no need for any amendment.</p>	<p>PCC is grateful to the Applicant for highlighting this provision in this context, but notes that it does not accord any order of priority between competing compensation mechanisms.</p>

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	recognition of the CAVAT method of compensation to be secured there.		
Schedule 2, definitions	"lead local flood authority" must refer to Portsmouth City Council as well as Hampshire County Council.	This is noted and this amendment has been made.	PCC is pleased to note this amendment.
Schedule 2, requirement 5	Table WN5: PCC does not believe that these parameters have been adequately justified by the applicant.	The Applicant does not agree. Its position regarding the parameters is evidenced by the documents submitted in this regard, including the Design and Access Statement, Chapter 3 of the Environmental Statement being the Project description, and the DCO parameters index.	PCC notes the applicant's response but maintains its position.
Schedule 2, Requirement 6(3)(c) and (7)	Detailed design approval prior to Works No.4 must include details of the location of the joint bays etc., not indicative locations.  As in the above paragraph, "indicative" details to be "carried out substantially in accordance" with other approved details is unacceptably loose.	The reason why the joint bay details are indicative is because of the complexity of delivering where joining two cable circuits. A reasonable level of tolerance therefore needs to be applied, and construction in accordance with that is required. The information could not in any event be so indicative as not confirm the position with a reasonable level of accuracy, because as PCC highlight the traffic management strategies will need to provide the location of the traffic management in relation to their construction.	PCC note that it is normal practice to recognise reasonable building tolerance within approved details and plans, and this does not prejudice the ability of an undertaker to carry out works in accordance, or even strict accordance, with those details. This is different from 'indicative' details, with substantial accordance to be applied. This unnecessarily reduces the confidence that a regulatory authority can have in the likely impacts development and necessary response within management requirements. The current drafting does not provide reasonable limitations on expected deviations, expecting LAs to rely on good faith by a commercial undertaker to curtail their deviations. Alternative drafting, deleting the work 'indicative' from Requirement 6(3)(c), and all that part of 6(7) after '...approved details,' would provide reasonable certainty within which an LA can use its own

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			reasonable judgement in respect of tolerance and deviation. It is not considered inappropriate to suggest a LA is better placed to act reasonably in good faith than is a commercial developer.
Schedule 2, Requirement 8(3)	The landscaping at the ORS therefore needs to be within the land in permanent control of the undertaker ("Order land") - or this permanent requirement needs to be delivered by s106. The ExA cannot guarantee or compel the delivery of private agreements to ensure this occurs otherwise.	The Requirement requires its provision. It is for the Undertaker to ensure it has the land rights necessary to comply with the Requirements. For this reason the necessary permanent rights to provide for the landscaping have been sought.	PCC reads the Applicant's response as a tacit acceptance that it will need to satisfy PCC upon a discharge application under this Requirement that the Applicant is as capable of maintaining the landscaping as it claims it will be.
Schedule 2, Requirement 9(4)	Biodiversity management plan must also include direct and embedded mitigation for bats and other referenced species in accordance with ES chapter 16.	The Outline Landscape and Biodiversity clearly secures mitigations in relation to bats, for example see paragraphs 1.5.1.12 - 1.5.1.13 and the final bullet point in relation to Section 7 at paragraph 1.5.4.1. Any Biodiversity Management Plan must be in accordance with the OLBS. The relevant construction requirements are clearly secured and it is not necessary to separately reference these in Requirement 9.	and the final bullet point in respect of Section 7 under paragraph 1.5.4.1 is concerned again with disturbance from construction on flight and foraging areas. No specific direct, or embedded mitigation for potential unidentified bat roosting, which is considered potential in many trees within and near the Order Limits, is included within the OLBS, in the way that consideration has been given for hedgehogs and badgers in paragraphs 1.5.2.5-1.5.2.7. At this stage of the examination it is considered appropriate to capture the proper management of risk to Bats through inclusion directly in Requirement 9(4), in the same way a

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			reptile and stag beetle precautionary method statement has been suggested, through the inclusion of 'bat' in the list contain in 9(4)(e).
Schedule 2, Requirement 12(4)	<p>After the word "notified" insert "at least 5 working days in advance".</p> <p>A specific update is proposed, and it is understood has been agreed with, PCC in relation to the SUDS strategy for the ORS.</p>	<p>The updates agreed in this regard are to be made to the draft DCO.</p> <p>Article 12(4) will state “<i>The construction of the optical regeneration stations within Works No. 5 must not commence until a sustainable drainage system operation and maintenance strategy relevant to those works has been submitted to and approved by the relevant local planning authority (in consultation with the lead local flood authority).</i>”</p>	<p>PCC presumes that the Applicant intended to reference and amend Requirement 12(4), not Article 12(4). Notwithstanding that PCC note that in the latest published version of the dDCO (DL7 and the comparite version) Requirement 12 appears to have been changed and now refers only to the construction phases under Works No.2, rather than being relevant to all works landwards of MHWS (the previous drafting). As the ORS is part of Works No.5 then this requirement does not cover it. It is therefore somewhat unclear how the proposed wording will be incorporated into the requirement. Notwithstanding that the proposed wording is considered appropriate, subject to the inclusion of further text similar to that currently included under requirement 12(3) (and the previous 12(2) drafting), i.e. <i>The construction of the optical regeneration stations within Works No. 5 must not commence until a sustainable drainage system operation and maintenance strategy relevant to those works has been submitted to and approved by the relevant local planning authority (in consultation with the lead local flood authority).</i> <u>The surface water drainage system for Works No.5 must be operated maintained in accordance with the approved</u></p>

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			<u>sustainable drainage system operation and maintenance strategy.</u>
Requirement 13	As the judgement as to whether works within a phase are likely to cause significant harm is vesting with the undertaker, this requirement needs an obligation similar to Requirement 12(4) that the undertaker must notify the LPA if they believe the works in any phase will not include works which are likely to cause significant harm.	<p>The Undertaker will be responsible for issues associated with any contamination. It will therefore act prudently to ensure the construction of the authorised development does not give rise to significant harm to persons or pollution of controlled waters or the environment.</p> <p>It is not necessary for this to be tested in respect of every element where there is no risk, doing so would be an overly and unnecessarily cumbersome approach. With this in mind, the necessary controls and protections are provided for and will be adhered to, with the knowledge that any contamination issues would be addressed through the applicable protection laws.</p>	PCC remain of the view that unforeseen contamination risk has not been adequately considered by the applicant within this requirement. It is not acceptable to rely on the undertakers prudence to manage the potential risk to human health arising from ground and water contamination. Nor is it considered an overly or unnecessarily cumbersome approach to require the Applicant to notify the LPA if they believe there is no risk of contamination of land or ground water likely to cause significant harm within a phase of development. In fact it is unclear how an Applicant would reasonable expect to reach that conclusion prior to undertaking works without being in dialogue with the LA to interrogate the relevant records and details held by the authority. This requirement should be amended to include a requirement to notify the LPA a reasonable period in advance of undertaking any works in a phase if the undertaker does not intend to submit a written scheme under requirement 13(1).
Requirement 18(3)	This should be deleted. As a final CEMP will have been approved prior to any works, and 18(1) allows a final	This is not agreed with. The construction working hours are clearly set out, as is appropriate. Any deviations will be recorded in CEMP's, in accordance with Requirement 18(3) being only	PCC remain of the view that unforeseen contamination risk has not been adequately considered by the applicant within this requirement. It is not

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	CEMP to depart from the standard working hours there is no need to refer back to the OOCEMP which will have been superseded by a final CEMP (albeit the final CEMPs will be in broad accordance with the OOCEMP).	those activities expressly stated to be permissible outside of the core working hours.	acceptable to rely on the undertakers prudence to manage the potential risk to human health arising from ground and water contamination. Nor is it considered an overly or unnecessarily cumbersome approach to require the Applicant to notify the LPA if they believe there is no risk of contamination of land or ground water likely to cause significant harm within a phase of development. In fact it is unclear how an Applicant would reasonable expect to reach that conclusion prior to undertaking works without being in dialogue with the LA to interrogate the relevant records and details held by the authority. This requirement should be amended to include a requirement to notify the LPA a reasonable period in advance of undertaking any works in a phase if the undertaker does not intend to submit a written scheme under requirement 13(1).
Requirement 18(4)(b)	"oversized deliveries" should be defined within Schedule 2.	It is not considered it is necessary to define this term, and it is noted the same term is not defined in other made orders, for example the Southampton to London Pipeline Order 2020.	PCC notes the Applicant's position but would ask the ExA to consider defining this term.
Requirement 22	(1) The phased approach to commencing development is not deployed in relation to reinstatement.  (2) Requirement 22's expectation that land will be "reinstated to its former condition" does not sit well with Art 30(4) providing that	(1) Reference to phases will be included, as per the comments provided to WCC in this regard in advance of Deadline 7c.  (2) Both set out a clear position, it will not be necessary to replace buildings as the authorising power provides but the land must otherwise be restored to its former condition.  (3) MLWS is referred to as this is the local planning boundary, albeit it makes no difference in relation to this scheme which is	(1) PCC is pleased to note this concession  (2) PCC notes the Applicant's clarification on this matter  (3) PCC is grateful for the Applicant's clarification on this matter.

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	<p>the undertaker is not required to, for example, "replace a building removed under this article".</p> <p>(3) It is also queried whether the reference to "MLWS" should be "MHWS".</p>	<p>used as there are not above ground works to be authorised in the area between the two.</p>	
Requirement 26	<p>PCC is content with options (a)-(e) but is not convinced that a parent company guarantee or "a person of sufficient financial standing" would be a suitably enduring form of security and so they should be deleted.</p>	<p>That will be a matter for the Secretary of State to determine.</p>	<p>PCC notes the Applicant's position that the Secretary of State will need to arbitrate on the parties' disagreement on this issue.</p>
N/A	<p>PCC submits that a Grampian requirement is needed to prevent commencement of development unless and until Aquind can demonstrate to the Secretary of State that it holds all requisite French consents to construct the French half of the interconnector.</p>	<p>The Applicant has provided updates in relation to French consents and has confirmed its view that such a restriction if not appropriate for the reasons explained in the response to the Deadline 7 submissions of Winchester City Council in relation to the dDCO (REP7c-013).</p>	<p>PCC maintains that a <i>Grampian</i> Requirement is necessary due to the significant outstanding concerns in relation to French consents.</p>
N/A	<p>PCC would also draw the ExA's attention to Requirement 26 of the Southampton-London ESSO Pipeline DCO with respect to the payment of fees for discharge applications.</p>	<p>A similar requirement will be included for in the event planning performance agreements are not entered into with the discharging authorities for any reason.</p>	<p>[PCC considers that there is every reason to include reference to the payment of fees for the discharge of requirements. This provides clarity and certainty. The Applicant does not resist the payment of fees and has no good reason for the inclusion of an equivalent provision within this DCO as in others.</p>

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**DATED** \_\_\_\_\_ **202** \_\_\_\_\_

**(1) AQUIND LIMITED**

To

**(2) PORTSMOUTH CITY COUNCIL**

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**UNILATERAL UNDERTAKING IN RESPECT OF  
DEVELOPMENT CONSENT OBLIGATIONS**

pursuant to section 106 of  
the Town and Country Planning Act 1990  
relating to the AQUIND Interconnector

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**THIS UNDERTAKING** is given on \_\_\_\_\_ 202\_\_

**BY:**

- (1) **AQUIND LIMITED** (company registration number 06681477) whose registered office is at OGN House, Hadrian Way, Wallsend NE28 6HL (the "**Undertaker**")

**TO:**

- (2) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Square, Portsmouth PO1 2AL (the "**Council**")

**WHEREAS:**

- (A) On [XXX] the Secretary of State for Business, Energy and Industrial Strategy made the Development Consent Order.
- (B) The terrestrial elements of the Project in the UK are to be located between Eastney, Portsmouth and the National Grid Substation at Lovedean, being part of the Project comprising a high voltage direct current electrical interconnector between France and the UK.
- (C) The Council is a local planning authority and local highway authority for the area within which the DCO Land is situated.
- (D) The Undertaker is the undertaker for the purposes of the Development Consent Order. The Undertaker intends to construct, operate and maintain the Development as authorised by the Development Consent Order and is deemed to be a person interested in the DCO Land for the purposes of section 106 of the 1990 Act in accordance with Article 8(4)(a) of the Development Consent Order.
- (E) The Undertaker has agreed to provide this Undertaking in order to secure the performance of the development consent obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Undertaking (which includes the Recitals to it) the following words and expressions have the following meanings unless the context otherwise requires:

<b>"1990 Act"</b>	means the Town and Country Planning Act 1990;
<b>"2008 Act"</b>	means the Planning Act 2008;
<b>"Access and Rights of Way Plans"</b>	means the plans certified as the access and rights of way plans by the Secretary of State under article 43 (Certification of plans, etc.) and identified in Schedule 6 to the DCO;
<b>"Application"</b>	means the application for the DCO submitted to the Secretary of State for the Development and accepted by the Planning Inspectorate on 12 December 2019 with reference EN020022;

<b>“Arboriculture Method Statement”</b>	means an arboriculture method statement produced and approved pursuant to requirement 15(3)(c)(iv) and/or requirement 7(2)(a) of the Development Consent Order;
<b>“Bransbury Park”</b>	means Bransbury Park, Portsmouth, as shown on Plan 1;
<b>“Car Park Plan”</b>	means the plan located at Appendix 1 of this Undertaking;
<b>“Car Park Resurfacing Outline Specification”</b>	means the outline specification for the Car Park Resurfacing Works described and illustrated in the plans at Appendix 2;
<b>“Car Park Resurfacing Specification”</b>	means a detailed design specification for the Car Park Resurfacing Works in accordance with the Car Parking Resurfacing Outline Specification to be submitted to the Council for approval and which shall include: <ul style="list-style-type: none"> <li>a) relevant technical information and drawings, including a plan identifying the extent of the area to be resurfaced;</li> <li>b) details of drainage;</li> <li>c) details of materials to be used; and</li> <li>d) estimated programming and costs.</li> </ul>
<b>“Car Park Resurfacing Works”</b>	means the works to resurface the area shown on the Car Park Plan to be carried out in accordance with the approved Car Park Resurfacing Specification;
<b>“CAVAT Assessment”</b>	means the assessment of the value of any Tree to be removed in connection with the construction of the Development to be undertaken in accordance with the CAVAT Assessment Methodology and which shall calculate the CAVAT Compensation Amount for the Tree to be removed;
<b>“CAVAT Assessment Methodology”</b>	means the Capital Asset Value of Amenity Trees methodology produced by the London Tree Officers Associated dated January 2020 or any replacement thereof;
<b>“CAVAT Compensation Amount”</b>	means the compensation to be paid to the Council in connection with the removal of any Tree which is to be determined in accordance with the CAVAT Assessment and which is to be applied by the Council towards the provision of replacement trees;
<b>“Commencement”</b>	means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Development on the DCO Land other than operations consisting of Onshore Site Preparation Works and the terms "Commence" and "Commenced" and cognate expressions shall be construed accordingly;
<b>“Commencement Date”</b>	means the date of Commencement;
<b>“Council”</b>	means Portsmouth City Council;
<b>“DCO Land”</b>	means so much of the land within the Order limits as is within the administrative boundary of Portsmouth City Council as shown edged and shaded red on the DCO Land Plan

<b>“DCO Land Plan”</b>	means the plan located at Appendix 3 of this Undertaking;
<b>“Development”</b>	means those elements of the Project located in the UK and the UK Marine Area for which the DCO is granted;
<b>“Development Consent Order”</b>	means the AQUIND Interconnector Order 202[X] made by the Secretary of State for Business, Energy and Industrial Strategy on [XXX] and references to <b>“DCO”</b> shall be construed accordingly;
<b>“Dispute”</b>	means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Undertaking or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);
<b>“Expert”</b>	means an independent fit person holding qualifications appropriate in light of the subject matter of the dispute appointed in accordance with the provisions of clause 8 to determine a Dispute between the Council and the Undertaker under this Undertaking;
<b>“Farlington Playing Fields”</b>	means Farlington Playing Fields, Portsmouth, as shown on Plan 2;
<b>“Framework Management Plan for Recreational Impacts”</b>	means the Framework Management Plan for Recreational Impacts submitted to the Planning Inspectorate as part of the Application;
<b>“Index”</b>	means the Consumer Price Index published by the Office for National Statistics or any successors or amending body;
<b>“Index Linked”</b>	means increased (if applicable) in accordance with clause 12;
<b>“Onshore Site Preparation Works”</b>	means operations consisting of: <ul style="list-style-type: none"> <li>a) pre-construction archaeological investigations;</li> <li>b) environmental surveys and monitoring;</li> <li>c) site clearance;</li> <li>d) removal of hedgerows, trees and shrubs (excluding any Tree);</li> <li>e) investigations for the purpose of assessing ground conditions;</li> <li>f) remedial work in respect of any contamination or adverse ground conditions;</li> <li>g) receipt and erection of construction plant and equipment;</li> <li>h) the temporary display of site notices and advertisements;</li> <li>i) erection of temporary buildings, structures or enclosures; and</li> <li>j) Work No.2 (bb) (access junction and associated gated highway link);</li> </ul>

<b>“Operation”</b>	means the operation of the Development for the purpose for which it is designed after construction and commissioning is complete and the term “Operational” and cognate expressions shall be construed accordingly;
<b>“Pitch Reinstatement Works”</b>	means the reinstatement works to be carried out following the construction of the Development at each of the Playing Fields in accordance with the relevant Recreational Management Plan;
<b>“Plan 1”</b>	means the plan of Bransbury Park located at Appendix [5] of this Deed;
<b>“Plan 2”</b>	means the plan of Farlington Playing Fields located at Appendix [6] of this Deed;
<b>“Plan 3”</b>	means the plan of Zetland Field located at Appendix [7] of this Deed;
<b>“Plan 4”</b>	means the plan of Langstone Harbour Sports Ground located at Appendix [8] of this Deed;
<b>“Playing Field”</b>	<p>means each of the following areas:</p> <ul style="list-style-type: none"> <li>a) Bransbury Park (as shown hatched [green] on Plan [1]);</li> <li>b) Farlington Playing Fields (as shown hatched [green] on Plan [2]); and</li> <li>c) Zetland Field (as shown hatched [green] on Plan [3]);</li> <li>d) Langstone Harbour Sports Ground (as shown hatched [green] on Plan [4])</li> </ul> <p>together the “Playing Fields”;</p>
<b>“Post-Construction Pitch Realignment Works”</b>	means, in respect of Bransbury Park and Farlington Playing Fields only, the works to realign the sports pitches and/or move recreational equipment in accordance with the relevant approved Recreational Management Plan following completion of the Pitch Reinstatement Works at each of these Playing Fields;
<b>“Pre-Construction Pitch Realignment Works”</b>	means, in respect of Bransbury Park and Farlington Playing Fields only, the works to realign the sports pitches and/or move recreational equipment in accordance with the relevant approved Recreational Management Plan prior to the Commencement of construction works at each of these Playing Fields;
<b>“Project”</b>	means AQUIND Interconnector a new 2,000 MW subsea and underground High Voltage Direct Current (‘HVDC’) bi-directional electric power transmission link between the South Coast of England and Normandy in France;
<b>“Qualifying Interest”</b>	means such interest in the land sufficient to meet the requirements of Section 106(1) of the 1990 Act which shall include the Undertaker’s status as undertaker for the purposes of the DCO in accordance with the provisions of article 8(4)(a) of the DCO whereby the undertaker is deemed

to be a person interested in the DCO Land for the purposes of Section 106(1) of the 1990 Act;

**“Recreational Management Plan”**

means a plan prepared for each Playing Field in accordance with the Framework Management Plan for Recreational Impacts setting out details relating to the delivery of pitch reinstatement and realignment works and which shall include:

- (a) programming and costs for the Pre-Construction Pitch Realignment Works and the Post-Construction Pitch Realignment Works;
- (b) programming for the Pitch Reinstatement Works;
- (c) technical specifications for the Pitch Reinstatement Works;
- (d) scaled drawings as the Council may reasonably require; and
- (e) details of any drainage potentially affected by the construction of the Development.

**“Successor”**

means any person deriving title from the Undertaker in respect of its Qualifying Interest and for the purposes of Section 106(3)(b) of the 1990 Act shall include any person to whom powers are transferred further to Article 7 of the DCO;

**“Sports and Recreation Contribution”**

Means the sum of [[£100,000 (one hundred thousand pounds)] OR [£250,000 (two hundred and fifty thousand pounds)]] (Index Linked) to be paid to the Council for distribution to sports clubs within the Council's administrative area who will be directly affected by the Development as a result of the temporary loss of available sports pitches or to otherwise improve sporting and/or recreational facilities or projects in the Council's administrative area that see increased use due to the disruption caused by construction of the Development;

**“Temporary Construction Access”**

means such new temporary means of access or improved existing means of access within the DCO Land (including in the locations identified on the Access and Rights of Way Plans) as the Undertaker reasonably requires for the purposes of the construction of the Development;

**“Temporary Construction Access Completion Certificate”**

means a certificate to be issued by the Council pursuant to a Temporary Construction Access Highways Agreement to denote the completion of a Temporary Construction Access to the satisfaction of the Council;

**“Temporary Construction Access Highways Agreement”**

means an agreement to be entered into between the Undertaker and the Council pursuant to section 278 of the Highways Act 1980 in relation to the delivery of any Temporary Construction Access substantially in form located at Appendix 4;

**“Tree”**

means a tree which is located to any extent within the DCO Land and which is in the ownership of the Council;

**“Undertaker”**

means AQUIND Limited (company registration number 06681477) and any Successors.

**“Working Day”** means Monday to Friday excluding bank holidays and other public holidays.

- 1.2 In this Undertaking, unless stated otherwise:
- 1.2.1 reference to the masculine feminine and neuter genders shall include other genders;
  - 1.2.2 reference to the singular include the plural and vice versa unless the contrary intention is expressed;
  - 1.2.3 references to natural persons include firms, companies, corporations, and vice versa;
  - 1.2.4 references to the Council include any successors to the Council’s statutory functions as the local planning authority and/or local highway authority;
  - 1.2.5 references to the Undertaker shall include its Successors and its respective successors in respect of its Qualifying Interest (except where the contrary is expressly provided);
  - 1.2.6 references to “Work Nos.” or to a “Work No.” are references to the works forming part of the Development listed in Schedule 1 to the DCO;
  - 1.2.7 headings in this Undertaking are for reference purposes only and shall not be taken into account in its construction or interpretation;
  - 1.2.8 a reference to a clause, sub-clause, paragraph, sub-paragraph, Schedule, recital or appendix is (unless the context otherwise requires) a reference to the relevant clause, sub-clause, paragraph, sub-paragraph, Schedule, recital or appendix to this Undertaking;
  - 1.2.9 words denoting an obligation to do any act, matter or thing include an obligation to procure that it be done and words containing restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
  - 1.2.10 references in this Undertaking to any statute or statutory provision include references to:
    - (A) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Undertaking;
    - (B) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
    - (C) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
  - 1.2.11 where the Council is requested to give any approval, consent or agreement under this Undertaking then the Undertaker is entitled to request that any such approval, consent or agreement by the Council shall be given in writing and shall not be deemed to have been given unless given in writing;
  - 1.2.12 if any provision of this Undertaking shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Undertaking shall not in any way be deemed thereby to be affected, impaired or called into question;
  - 1.2.13 the recitals, table of contents and headings in this Undertaking are for convenience only and shall not affect its construction, interpretation or otherwise have any binding legal effect;

- 1.2.14 in the event of any conflict between the terms, conditions and provisions of this Undertaking and of any document appended hereto or referred to herein, the terms, conditions and provisions of this Undertaking shall prevail;
- 1.2.15 references to “notice” shall mean notice in writing;
- 1.2.16 references to “including” shall mean “including without limitation or prejudice to the generality of any description, defining terms or phrase preceding that word” and the word “include” and its derivatives shall be construed accordingly;
- 1.2.17 the Interpretation Act 1978 shall apply to this Undertaking; and
- 1.2.18 where any payment in this Undertaking is expressed to be payable before an event or activity that event or activity shall not commence until the relevant payment has been made and if the event or activity does commence prior to payment being made that act of commencement will be an unlawful breach of the Undertaking.

## 2. **LEGAL EFFECT**

- 2.1 This Undertaking entered into by deed contains planning obligations that are development consent obligations for the purposes of section 106 of the 1990 Act and is also entered into pursuant to section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other powers so enabling.
- 2.2 The Undertaker acknowledges that the planning obligations contained within this Undertaking are enforceable by the Council as local planning authority in accordance with section 106(3) of the 1990 Act against:
  - 2.2.1 the Undertaker in respect of its Qualifying Interest in the DCO Land as bound under clause 3; and
  - 2.2.2 the Undertaker’s Successors to its Qualifying Interest in the DCO Land as bound under clause 3.

## 3. **LAND BOUND**

- 3.1 Subject to clause 4 (Conditionality) and clause 6 (Release and Expiry) the planning obligations in this Undertaking bind the DCO Land.
- 3.2 The planning obligations contained in this Undertaking will not be enforceable against any other owner of any land interest in the DCO Land who is not a party to this Undertaking nor against any successors in title to or any person claiming through or under the other such owner’s interest in the DCO Land (save for the Undertaker) unless that person itself undertakes any part of the Development.
- 3.3 The planning obligations contained in this Undertaking shall not be enforceable against any mortgagee or chargee of the whole or any part of the DCO Land from time to time or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the DCO Land (or any part thereof to which such obligation relates) in which case it will be bound by the obligations as a person deriving title from the Undertaker PROVIDED THAT neither any mortgagee or chargee or person deriving title through such mortgagee or chargee will be liable for any breach of the obligations contained in this Undertaking unless committed at a time when that person is in possession of the DCO Land (or any part thereof to which such obligation relates).

## 4. **CONDITIONALITY**

- 4.1 Subject to clauses 4.2 and 4.3, none of the terms, conditions or provisions of this Undertaking shall have operative effect unless and until the Development has been Commenced.
- 4.2 Where the Development Consent Order becomes the subject of any judicial review proceedings:

- 4.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Undertaking will remain without operative effect unless the Development has been Commenced;
  - 4.2.2 if following the final determination of such proceedings the Development Consent Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused, this Undertaking will cease to have any further effect; and
  - 4.2.3 if following the final determination of such proceedings the Development Consent Order is capable of being Commenced, then this Undertaking will take effect in accordance with its terms.
- 4.3 Wherever in this Undertaking reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:
- 4.3.1 proceedings by way of judicial review are finally determined:
  - 4.3.2 when permission to make a claim for judicial review has been refused and no further application to seek permission to make such a claim may be made;
  - 4.3.3 when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
  - 4.3.4 when any appeal is finally determined and no further appeal may be made.

## 5. **UNDERTAKER'S COVENANTS**

- 5.1 The Undertaker covenants to observe and perform or cause to be observed and performed the obligations on the part of the Undertaker contained in Schedule 1 at the times and in the manner provided therein.
- 5.2 The Undertaker covenants to serve written notice to the Council at least twenty Working Days in advance of the proposed Commencement Date.
- 5.3 Where the proposed Commencement Date provided in clause 5.2 does not take place, the Undertaker covenants to provide written notice to the Council of the revised date as soon as is reasonably practicable and in any event at least 10 Working Days in advance of the revised date.

## 6. **RELEASE AND EXPIRY**

- 6.1 The Undertaker shall not be liable for a breach of any of its obligations under this Undertaking after it has parted with all of its interests in the DCO Land (including Qualifying Interests) or the part in respect of which the breach arises (as the case may be) save in either case for antecedent breaches.
- 6.2 If the Development Consent Order expires without having been Commenced or is revoked prior to the Commencement Date then this Undertaking shall forthwith determine and cease to have effect.
- 6.3 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the DCO Land in accordance with a planning permission or development consent order or other statutory authority (other than the DCO) granted (whether or not on appeal) after the date of this Undertaking.
- 6.4 No Successor to the Undertaker shall be liable for any breach of any obligation which occurs in relation to any area of the DCO Land which that Successor does not own or control or which is carried out by any person other than that Successor.
- 6.5 Upon the performance discharge or other fulfilment of the covenants and obligations (or any of them) of the Undertaker or Successor under the terms of this Undertaking such covenant, obligation or obligations shall absolutely cease and determine save in respect of any antecedent breach.

**7. LOCAL LAND CHARGES**

7.1 This Undertaking is a local land charge and may be registered as such by the Council.

**8. RESOLUTION OF DISPUTES**

8.1 In the event of any Dispute between the Council and the Undertaker ("the Parties") arising out of this Undertaking such Dispute may by service of a notice on the other party (the "Notice") be referred to an Expert for determination.

8.2 The Notice must specify:

8.2.1 the nature, basis and brief description of the Dispute;

8.2.2 the clause or paragraph of this Undertaking pursuant to which the Dispute has arisen; and

8.2.3 the proposed Expert.

8.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either party may request the President of the Law Society to nominate the Expert at their joint expense, and the Parties shall request that such nomination shall be made within 10 Working Days of the request, and any failure for such nomination to be made within 10 Working Days shall entitle any party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England and Wales instead.

8.4 If the appointed Expert is or becomes unable or unwilling to act, any party may within 5 Working Days of the Expert being or becoming unable or unwilling to act, serve a notice on all the other Parties proposing a replacement Expert and the Parties will follow the process at Clause 8.3 to settle the appointment of the replacement Expert.

8.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the Parties to the Dispute in equal shares.

8.6 The Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision.

8.7 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 30 Working Days from the date of his appointment to act.

8.8 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 10 Working Days in respect of any such submission and material.

8.9 Nothing in this Undertaking shall fetter any right of the Council or the Undertaker to bring an action in Court.

**9. NOTICES**

9.1 Any notice, consent or approval or other communication required to be given under or in connection with this Undertaking must be in writing and shall be addressed as provided for in clause 9.3.

9.2 Any such notice must be delivered by hand (including by courier or process server) or by pre-paid recorded delivery post and shall conclusively be deemed to have been received:

9.2.1 if delivered by hand, upon delivery at the relevant address; and

9.2.2 if sent by first class post, at 9:00 a.m. on the second Working Day after the date of posting,

except that where any such notice or other communication is or would be deemed to be received after 5:30 p.m., such notice shall be deemed to be received at 9:00 a.m. on the next Working Day.

9.3 Subject to clause 9.4, the address, relevant addressee and reference for each party are:

9.3.1 in the case of the Council:

Address: Portsmouth City Council, Planning & Highways  
Department, Civic Offices, Guildhall Square, Portsmouth  
PO1 2AL with a copy also sent by e-mail to  
ian.maguire@portsmouthcc.gov.uk.

Relevant addressee: Director of Planning & Economic Growth

Reference: AQUIND Interconnector S106

9.3.2 For the Undertaker:

Address: AQUIND Limited, 78 Pall Mall, London, SW1Y 5ES with a  
copy also sent by e-mail to  
kirill.glukhovskoy@aquind.co.uk.

Relevant addressee: Kirill Glukhovskoy – Managing Director

Reference: AQUIND Interconnector S106

9.4 Any party may give notice of a change to its name, address, or relevant addressee for the purposes of this clause 9 provided that such notification shall only be effective on:

9.4.1 the date specified in the notification as the date on which the change is to take place; or

9.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which the notice is received or deemed to be received, the fifth Working Day after the notice of any such change is given.

## 10. **GOOD FAITH, GOOD PRACTICE AND REASONABLENESS**

10.1 The Undertaker agrees to act reasonably and in good faith in the fulfilment of its obligations in this deed .

## 11. **COMMUNITY INFRASTRUCTURE LEVY**

11.1 The Undertaker acknowledges that the planning obligations contained in this Undertaking are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and thus satisfy the three tests set out in regulation 122(2)(a) – (c) of the Community Infrastructure Regulations 2010.

## 12. **INDEXATION**

12.1 Any sum which is referred to in this Undertaking as Index Linked and required to be paid by the Undertaker to the Council shall be increased by an amount equivalent to the increase in the Index from 8 March 2021 until the date on which such sum is payable in accordance with the following formula:

$$A \times (B/C) = D$$

Where:

**A** is the amount of money to be paid pursuant to this Undertaking on 8 March 2021

**B** is the figure shown in the Index for the period immediately prior to the date on which the sum concerned is due to be paid in accordance with the provisions of this Undertaking

C is the figure shown in the Index for the period immediately prior to 8 March 2021; and  
D is the uplifted indexed amount of money required to be paid to the Council.

**PROVIDED THAT** if the Index is no longer maintained then the above formula will be applied mutatis mutandis (so far as it relates to periods after it ceases to be maintained) by reference to such other publication or index as may be agreed from time to time between the Undertaker and the Council or determined by an Expert pursuant to Clause 8.

**13. INTEREST ON LATE PAYMENTS**

13.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding 5 Working Days the Undertaker shall pay to the Council interest thereon at the interest rate of four percent per annum above the base lending rate of National Westminster Bank plc from the date when the same became due until payment thereof.

**14. VAT**

14.1 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any VAT properly payable in respect thereof.

14.2 The Undertaker acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the payments made under this Undertaking then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Undertaker in respect of any vatatable supplies properly incurred under this Undertaking and the VAT shall be paid by the Undertaker accordingly following the receipt of a valid VAT invoice.

**15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

15.1 Without prejudice to clauses 1.2.4 and 1.2.5, a person who is not a party to this Undertaking (save for the Council) does not have any right to enforce any term of this Undertaking under the Contract (Rights of Third Parties) Act 1999.

**16. JURISDICTION**

16.1 This Undertaking including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

16.2 This Undertaking is given on the basis that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Undertaking or its subject matter or formation (including non-contractual disputes or claims).

**17. DATE OF DELIVERY**

17.1 This Undertaking is delivered on the date of this Undertaking.

## SCHEDULE 1 UNDERTAKER OBLIGATIONS

### 1. **CAR PARK RESURFACING**

- 1.1 The Undertaker shall submit the Car Park Resurfacing Specification to the Council for approval prior to the Commencement of construction works in relation to Work No. 5 for the Council to consider whether either the Undertaker or the Council shall carry out the Car Park Resurfacing Works.
- 1.2 If the Council gives the Undertaker notice that the Undertaker must carry out the Car Park Resurfacing Works, then the Undertaker shall do so in accordance with the Car Park Resurfacing Specification approved and shall use reasonable endeavours to carry out those works in accordance with the programme set out in the approved Car Park Resurfacing Specification and in any event shall ensure that the Car Parking Resurfacing Works are carried out prior to the Operation of the Development.
- 1.3 If the Council gives the Undertaker notice that the Council will carry out the Car Park Resurfacing Works then the Undertaker shall make reasonable endeavours to agree the estimated full reasonable costs to the Council of carrying out the Car Park Resurfacing Works and the Undertaker must pay that reasonable sum to the Council within 10 Working Days of agreement or in any event prior to the Operation of the Development.
- 1.4 For the avoidance of doubt, whether the Council instructs the Undertaker to proceed in accordance with paragraph 1.2 or 1.3 of this Schedule 1, the full costs of the Car Park Resurfacing Works shall be borne by the Undertaker.

### 2. **HIGHWAY TREES**

- 2.1 The Undertaker shall not remove any Tree in connection with the construction of the Development unless the Undertaker has submitted to the Council a CAVAT Assessment for that Tree.
- 2.2 The Undertaker must within not more than 20 Working Days of the date of removal of any Tree pay to the Council the CAVAT Compensation Amount in accordance with the CAVAT Assessment for that Tree pursuant to paragraph 2.1 of this Schedule.

### 3. **TEMPORARY CONSTRUCTION ACCESSES**

- 3.1 The Undertaker shall not Commence the construction of any Temporary Construction Access unless and until it has entered into a Temporary Construction Access Highways Agreement with the Council in relation to that Temporary Construction Access.
- 3.2 The Undertaker shall not permit the use of any Temporary Construction Access for the purposes of constructing the Development unless and until that Temporary Construction Access has been completed and the Council has issued the Temporary Construction Access Completion Certificate in relation to it.

### 4. **SPORTS AND RECREATION CONTRIBUTION**

- 4.1 The Undertaker covenants not to Commence the construction of any part of Work No. 4 on the DCO Land unless and until it has paid the Sports and Recreation Contribution to the Council.

### 5. **SPORTS PITCH REALIGNMENT AND REINSTATEMENT**

- 5.1 The Undertaker shall submit a Recreational Management Plan to the Council for approval in respect of each Playing Field for not less than 30 Working Days' consideration by the

- Council and prior to Commencement of any works under Work No.4 at the relevant Playing Field;
- 5.2 The Undertaker shall not Commence any construction works on the relevant Playing Field unless and until the Council has approved the Recreational Management Plan in respect of that Playing Field.
- 5.3 Following approval of the Recreational Management Plan in respect of a Playing Field by the Council the Undertaker shall give not less than 1 month's notice of its intention to Commence those works under Work No. 4 at the relevant Playing Field.
- 5.4 The Undertaker shall at its own cost carry out:
- 5.4.1 the Pre-Construction Pitch Realignment Works prior to the anticipated start date of the Work No. 4 construction works at Bransbury Park and Farlington Playing Fields;
- 5.4.2 the Pitch Reinstatement Works following completion of the Work No. 4 construction works at the relevant Playing Field;
- 5.4.3 the Post-Construction Pitch Realignment Works following the completion of the relevant Pitch Reinstatement Works at Bransbury Park and Farlington Playing Fields;
- 5.4.4 if required by the Council the removal and reinstatement of the single goal at Zetland Field;
- 5.5 The works carried out pursuant to paragraph 5.4 shall in each case be carried out in accordance with the relevant approved Recreational Management Plan PROVIDED THAT the Undertaker may at any time submit an alternative Recreational Mitigation Plan to the Council for approval should it wish to vary the Pre-Construction Pitch Realignment Works or the manner to timing of working.
- 5.6 Prior to Commencement of Work No. 4 the Undertaker shall make reasonable endeavours to secure the Council's agreement to the re-provision of playing pitches outside of the DCO Land upon appropriate alternative sites for pitches (including realignment of existing pitches outside the DCO Land) to mitigate as far as reasonably possible the loss of playing pitches due to construction of the Development and FURTHER the Undertaker shall pay the Council's full costs for undertaking the said re-provision of playing pitches.

6. **PROVISION OF LOCAL AUTHORITY RESOURCES ARISING FROM DCO DEMANDS**

- 6.1 The Undertaker covenants irrevocably to comply at all times with the two Planning Performance Agreements between the Undertaker and the Council dated

\_\_\_\_\_ 2021

that make provision for the Council to charge the Undertaker for its time spent considering the applications, approvals, consents, permissions etc. arising from the DCO, such costs being in accordance with clause 11 as well as material matters that serve a planning purpose by reason of ensuring the acceptability of the forthcoming details of the Development, related to the development as costs arising from the Development and the provisions of the DCO, and being reasonable obligations in light of the exceptional burden that they place on the Council's resources.

**IN WITNESS** whereof this Undertaking has been duly executed by the Undertaker as a deed on the date which appears at the head of this Undertaking.

**SIGNED** as a **DEED** by )  
**AQUIND LIMITED** )  
acting by two directors or one director )  
and the company secretary: )

Director

Director/Secretary

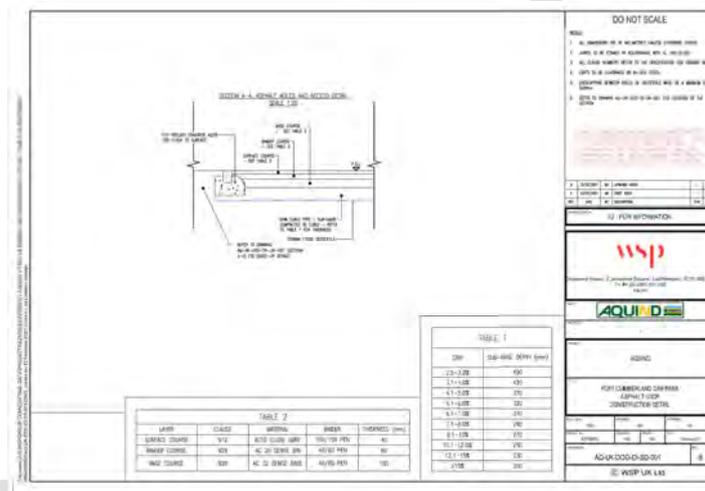


## APPENDIX 2 CAR PARK RESURFACING OUTLINE SPECIFICATION AND PLANS

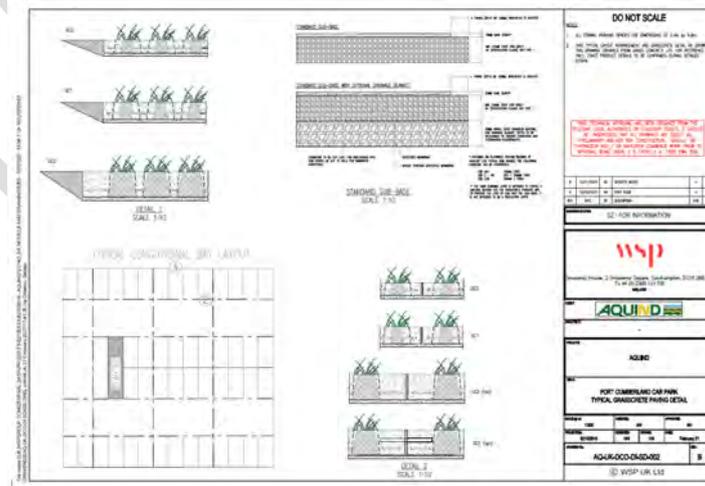
The Car Park Resurfacing Specification shall include:

- Car park layout to provide a minimum of 121 spaces, using formal parking space dimensions of 2.4m by 4.8m.
- Car park aisles and access road to be constructed using Asphalt as shown on standard detail drawing AQ-UK-DCO-DI-SD-001. Exact details of sub-base, binder course and base course depths will need to be confirmed during detailed design.
- Car parking spaces to be constructed from Grasscrete / Grassblock or a similar modular pre-cast concrete system. See drawing AQ-UK-DCO-DI-SD-001 for typical Grasscrete construction. Exact details will need to be confirmed during detailed design.

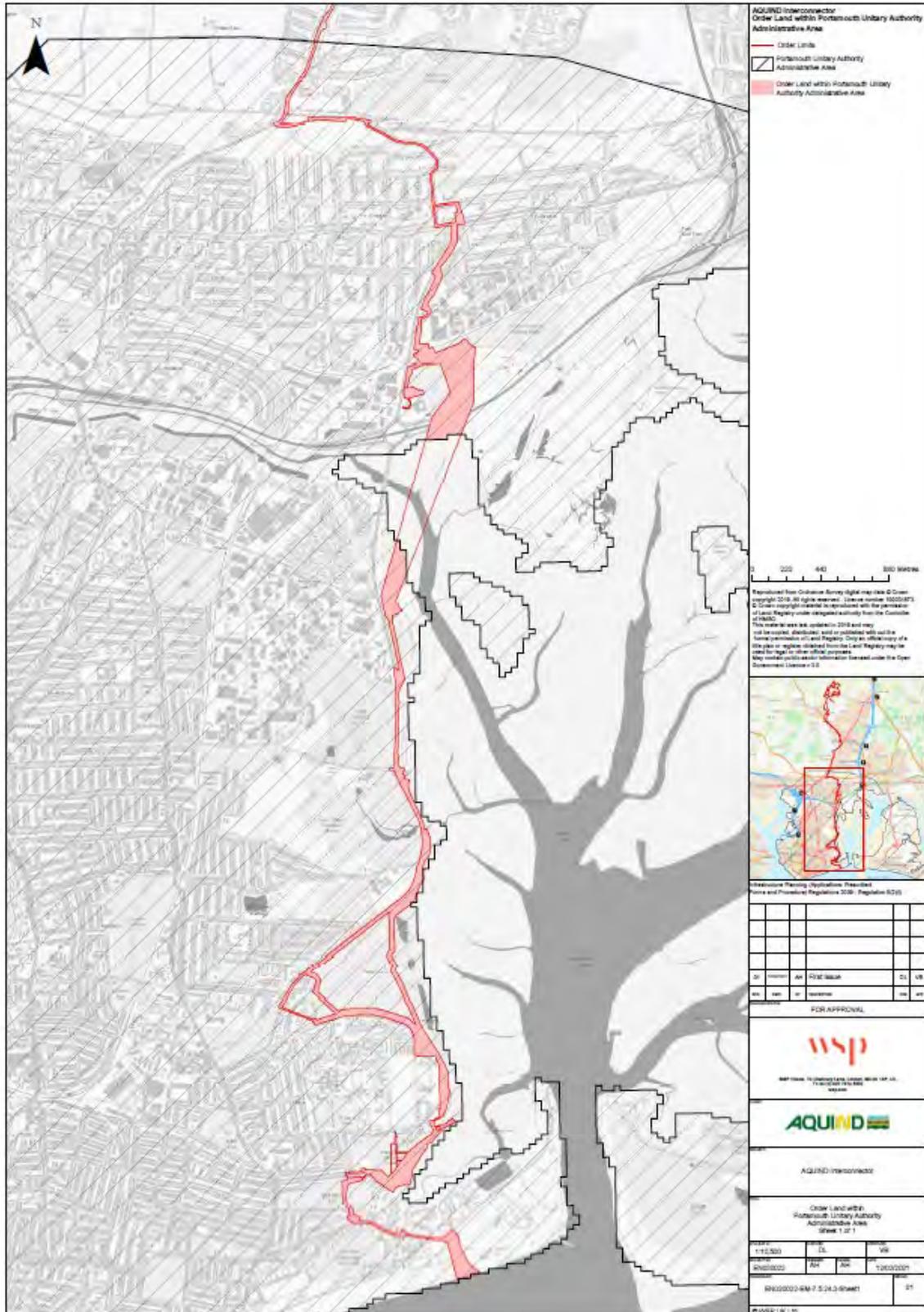
Appendix 2A – Car Park Resurfacing Outline Specification AQ-UK-DCO-DI-SD-001-B



Appendix 2B – Car Park Resurfacing Outline Specification - AQ-UK-DCO-DI-SD-002-B



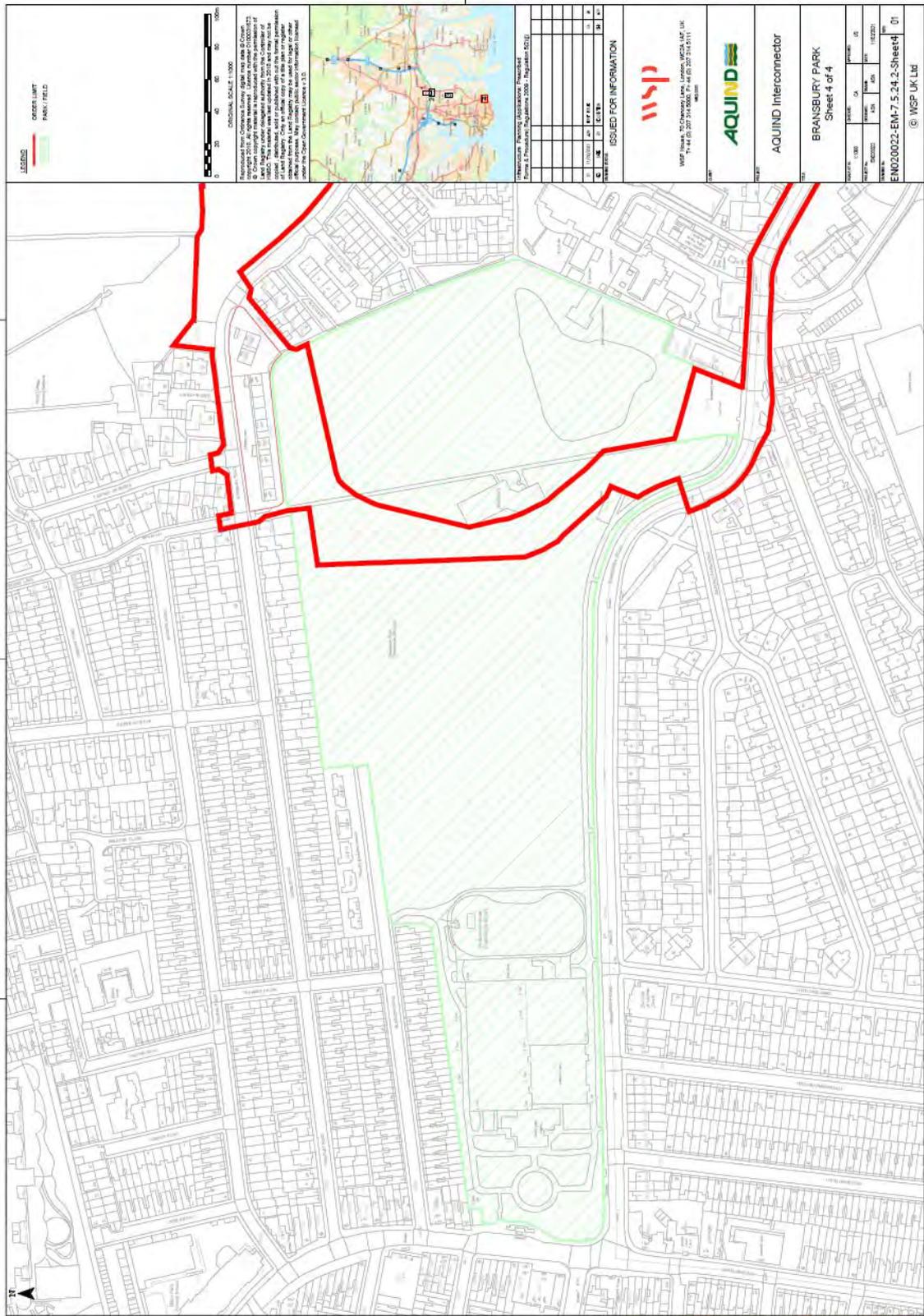
### APPENDIX 3 DCO LAND PLAN



APPENDIX 4 TEMPORARY CONSTRUCTION ACCESS HIGHWAYS AGREEMENT

PCC DRAFT

APPENDIX 5 BRANSBURY PARK PLAN

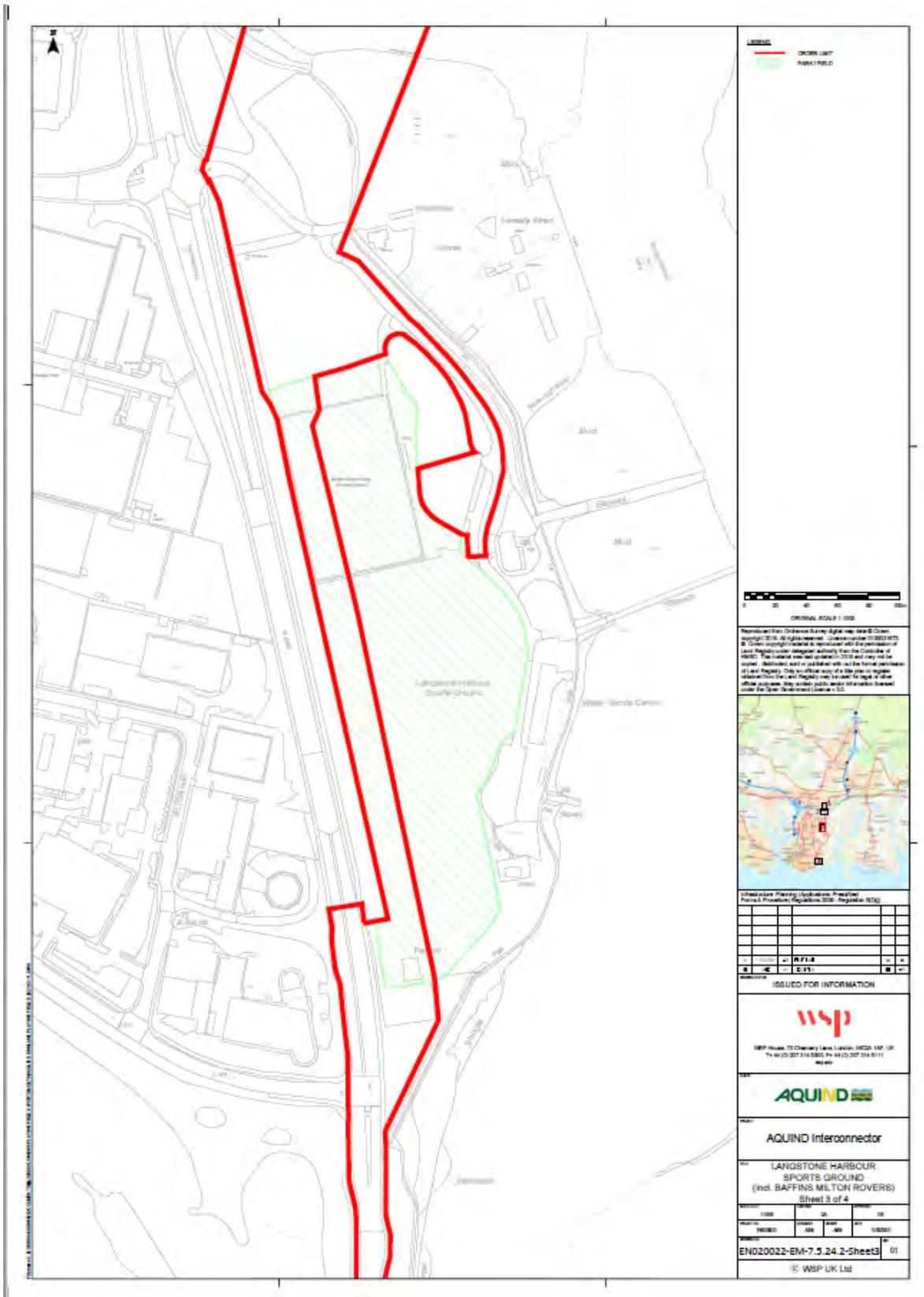


APPENDIX 6 FARLINGTON PLAYING FIELDS PLAN





APPENDIX 8 LANGSTONE HARBOUR SPORTS GROUND PLAN



TRACKED VERSION

PCC Draft: 1 March 2021

DATED \_\_\_\_\_ 202

(3) AQUIND LIMITED

To

(4) PORTSMOUTH CITY COUNCIL

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**UNILATERAL UNDERTAKING IN RESPECT OF  
DEVELOPMENT CONSENT OBLIGATIONS**

pursuant to section 106 of  
the Town and Country Planning Act 1990  
relating to the AQUIND Interconnector

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**THIS UNDERTAKING** is given on \_\_\_\_\_ 202\_\_

**BY:**

- (3) **AQUIND LIMITED** (company registration number 06681477) whose registered office is at OGN House, Hadrian Way, Wallsend NE28 6HL (the "**Undertaker**")

**TO:**

- (4) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Square, Portsmouth PO1 2AL (the "**Council**")

**WHEREAS:**

- (F) On [XXX] the Secretary of State for Business, Energy and Industrial Strategy made the Development Consent Order.
- (G) The terrestrial elements of the Project in the UK are to be located between Eastney, Portsmouth and the National Grid Substation at Lovedean, being part of the Project comprising a high voltage direct current electrical interconnector between France and the UK.
- (H) The Council is a local planning authority and local highway authority for the area within which the DCO Land is situated.
- (I) The Undertaker is the undertaker for the purposes of the Development Consent Order. The Undertaker intends to construct, operate and maintain the Development as authorised by the Development Consent Order and is deemed to be a person interested in the DCO Land for the purposes of section 106 of the 1990 Act in accordance with Article 8(4)(a) of the Development Consent Order.
- (J) The Undertaker has agreed to provide this Undertaking in order to secure the performance of the development consent obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Undertaking (which includes the Recitals to it) the following words and expressions have the following meanings unless the context otherwise requires:

<b>"1990 Act"</b>	means the Town and Country Planning Act 1990;
<b>"2008 Act"</b>	means the Planning Act 2008;
<b>"Access and Rights of Way Plans"</b>	means the plans certified as the access and rights of way plans by the Secretary of State under article 43 (Certification of plans, etc.) and identified in Schedule 6 to the DCO;
<b>"Application"</b>	means the application for the DCO submitted to the Secretary of State for the Development and accepted by the Planning Inspectorate on 12 December 2019 with reference EN020022;

<b>“Arboriculture Method Statement”</b>	means an arboriculture method statement produced and approved pursuant to requirement 15(3)(c)(iv) and/or requirement 7(2)(a) of the Development Consent Order;
<b>“Bransbury Park”</b>	means Bransbury Park, Portsmouth, as shown on Plan 1;
<b>“Car Park Plan”</b>	means the plan located at Appendix 1 of this Undertaking;
<b>“Car Park Resurfacing Outline Specification”</b>	means the outline specification for the Car Park Resurfacing Works described and illustrated in the plans at Appendix 2;
<b>“Car Park Resurfacing Specification”</b>	means a detailed design specification for the Car Park Resurfacing Works in accordance with the Car Parking Resurfacing Outline Specification to be submitted to the Council for approval and which shall include: <ul style="list-style-type: none"> <li>e) relevant technical information and drawings, including a plan identifying the extent of the area to be resurfaced;</li> <li>f) details of drainage;</li> <li>g) details of materials to be used; and</li> <li>h) estimated programming and costs.</li> </ul>
<b>“Car Park Resurfacing Works”</b>	means the works to resurface the area shown on the Car Park Plan to be carried out in accordance with the approved Car Park Resurfacing Specification;
<b>“CAVAT Assessment”</b>	means the assessment of the value of any Tree to be removed in connection with the construction of the Development to be undertaken in accordance with the CAVAT Assessment Methodology and which shall calculate the CAVAT Compensation Amount for the Tree to be removed;
<b>“CAVAT Assessment Methodology”</b>	means the Capital Asset Value of Amenity Trees methodology produced by the London Tree Officers Associated dated January 2020 or any replacement thereof;
<b>“CAVAT Compensation Amount”</b>	means the compensation to be paid to the Council in connection with the removal of any Tree which is to be determined in accordance with the CAVAT Assessment and which is to be applied by the Council towards the provision of replacement trees;
<b>“Commencement”</b>	means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Development on the DCO Land other than operations consisting of Onshore Site Preparation Works and the terms "Commence" and "Commenced" and cognate expressions shall be construed accordingly;
<b>“Commencement Date”</b>	means the date of Commencement;
<b>“Council”</b>	means Portsmouth City Council;
<b>“DCO Land”</b>	means so much of the land within the Order limits as is within the administrative boundary of Portsmouth City Council as shown edged and shaded red on the DCO Land Plan

<b>“DCO Land Plan”</b>	means the plan located at Appendix 3 of this Undertaking;
<b>“Development”</b>	means those elements of the Project located in the UK and the UK Marine Area for which the DCO is granted;
<b>“Development Consent Order”</b>	means the AQUIND Interconnector Order 202[X] made by the Secretary of State for Business, Energy and Industrial Strategy on [XXX] and references to “ <b>DCO</b> ” shall be construed accordingly;
<b>“Dispute”</b>	means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Undertaking or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);
<b>“Expert”</b>	means an independent fit person holding qualifications appropriate in light of the subject matter of the dispute appointed in accordance with the provisions of clause 8 to determine a Dispute between the Council and the Undertaker under this Undertaking;
<b>“Farlington Playing Fields”</b>	means Farlington Playing Fields, Portsmouth, as shown on Plan 2;
<b>“Framework Management Plan for Recreational Impacts”</b>	means the Framework Management Plan for Recreational Impacts submitted to the Planning Inspectorate as part of the Application;
<b>“Index”</b>	means the Consumer Price Index published by the Office for National Statistics or any successors or amending body;
<b>“Index Linked”</b>	means increased (if applicable) in accordance with clause 12;
<b>“Onshore Site Preparation Works”</b>	means operations consisting of: <ul style="list-style-type: none"> <li>k) pre-construction archaeological investigations;</li> <li>l) environmental surveys and monitoring;</li> <li>m) site clearance;</li> <li>n) removal of hedgerows, trees and shrubs (excluding any Tree);</li> <li>o) investigations for the purpose of assessing ground conditions;</li> <li>p) remedial work in respect of any contamination or adverse ground conditions;</li> <li>q) receipt and erection of construction plant and equipment;</li> <li>r) the temporary display of site notices and advertisements;</li> <li>s) erection of temporary buildings, structures or enclosures; and</li> <li>t) Work No.2 (bb) (access junction and associated gated highway link);</li> </ul>

<b>“Operation”</b>	means the operation of the Development for the purpose for which it is designed after construction and commissioning is complete and the term “Operational” and cognate expressions shall be construed accordingly;
<b>“Pitch Reinstatement Works”</b>	means the reinstatement works to be carried out following the construction of the Development at each of the Playing Fields in accordance with the relevant Recreational Management Plan;
<b>“Plan 1”</b>	means the plan of Bransbury Park located at Appendix [5] of this Deed;
<b>“Plan 2”</b>	means the plan of Farlington Playing Fields located at Appendix [6] of this Deed;
<b>“Plan 3”</b>	means the plan of Zetland Field located at Appendix [7] of this Deed;
<b>“Plan 4”</b>	means the plan of Langstone Harbour Sports Ground located at Appendix [8] of this Deed;
<b>“Playing Field”</b>	<p>means each of the following areas:</p> <ul style="list-style-type: none"> <li>e) Bransbury Park (as shown hatched [green] on Plan [1]);</li> <li>f) Farlington Playing Fields (as shown hatched [green] on Plan [2]); and</li> <li>g) Zetland Field (as shown hatched [green] on Plan [3]);</li> <li>h) Langstone Harbour Sports Ground (as shown hatched [green] on Plan [4])</li> </ul> <p>together the “Playing Fields”;</p>
<b>“Post-Construction Pitch Realignment Works”</b>	means, in respect of Bransbury Park and Farlington Playing Fields only, the works to realign the sports pitches and/or move recreational equipment in accordance with the relevant approved Recreational Management Plan following completion of the Pitch Reinstatement Works at each of these Playing Fields;
<b>“Pre-Construction Pitch Realignment Works”</b>	means, in respect of Bransbury Park and Farlington Playing Fields only, the works to realign the sports pitches and/or move recreational equipment in accordance with the relevant approved Recreational Management Plan prior to the Commencement of construction works at each of these Playing Fields;
<b>“Project”</b>	means AQUIND Interconnector a new 2,000 MW subsea and underground High Voltage Direct Current (‘HVDC’) bi-directional electric power transmission link between the South Coast of England and Normandy in France;
<b>“Qualifying Interest”</b>	means such interest in the land sufficient to meet the requirements of Section 106(1) of the 1990 Act which shall include the Undertaker’s status as undertaker for the purposes of the DCO in accordance with the provisions of article 8(4)(a) of the DCO whereby the undertaker is deemed

to be a person interested in the DCO Land for the purposes of Section 106(1) of the 1990 Act;

**“Recreational Management Plan”**

means a plan prepared for each Playing Field in accordance with the Framework Management Plan for Recreational Impacts setting out details relating to the delivery of pitch reinstatement and realignment works and which shall include:

- (f) programming and costs for the Pre-Construction Pitch Realignment Works and the Post-Construction Pitch Realignment Works;
- (g) programming for the Pitch Reinstatement Works;
- (h) technical specifications for the Pitch Reinstatement Works;
- (i) scaled drawings as the Council may reasonably require; and
- (j) details of any drainage potentially affected by the construction of the Development.

**“Successor”**

means any person deriving title from the Undertaker in respect of its Qualifying Interest and for the purposes of Section 106(3)(b) of the 1990 Act shall include any person to whom powers are transferred further to Article 7 of the DCO;

**“Sports and Recreation Contribution”**

Means the sum of [[£100,000 (one hundred thousand pounds)] OR [£250,000 (two hundred and fifty thousand pounds)]] (Index Linked) to be paid to the Council for distribution to sports clubs within the Council's administrative area who will be directly affected by the Development as a result of the temporary loss of available sports pitches or to otherwise improve sporting and/or recreational facilities or projects in the Council's administrative area that see increased use due to the disruption caused by construction of the Development;

**“Temporary Construction Access”**

means such new temporary means of access or improved existing means of access within the DCO Land (including in the locations identified on the Access and Rights of Way Plans) as the Undertaker reasonably requires for the purposes of the construction of the Development;

**“Temporary Construction Access Completion Certificate”**

means a certificate to be issued by the Council pursuant to a Temporary Construction Access Highways Agreement to denote the completion of a Temporary Construction Access to the satisfaction of the Council;

**“Temporary Construction Access Highways Agreement”**

means an agreement to be entered into between the Undertaker and the Council pursuant to section 278 of the Highways Act 1980 in relation to the delivery of any Temporary Construction Access substantially in form located at Appendix 4;

**“Tree”**

means a tree which is located to any extent within the DCO Land and which is in the ownership of the Council;

**“Undertaker”**

means AQUIND Limited (company registration number 06681477) and any Successors.

**“Working Day”** means Monday to Friday excluding bank holidays and other public holidays.



- 1.2 In this Undertaking, unless stated otherwise:
- 1.2.1 reference to the masculine feminine and neuter genders shall include other genders;
  - 1.2.2 reference to the singular include the plural and vice versa unless the contrary intention is expressed;
  - 1.2.3 references to natural persons include firms, companies, corporations, and vice versa;
  - 1.2.4 references to the Council include any successors to the Council’s statutory functions as the local planning authority and/or local highway authority;
  - 1.2.5 references to the Undertaker shall include its Successors and its respective successors in respect of its Qualifying Interest (except where the contrary is expressly provided);
  - 1.2.6 references to “Work Nos.” or to a “Work No.” are references to the works forming part of the Development listed in Schedule 1 to the DCO;
  - 1.2.7 headings in this Undertaking are for reference purposes only and shall not be taken into account in its construction or interpretation;
  - 1.2.8 a reference to a clause, sub-clause, paragraph, sub-paragraph, Schedule, recital or appendix is (unless the context otherwise requires) a reference to the relevant clause, sub-clause, paragraph, sub-paragraph, Schedule, recital or appendix to this Undertaking;
  - 1.2.9 words denoting an obligation to do any act, matter or thing include an obligation to procure that it be done and words containing restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
  - 1.2.10 references in this Undertaking to any statute or statutory provision include references to:
    - (A) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Undertaking;
    - (B) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
    - (C) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
  - 1.2.11 where the Council is requested to give any approval, consent or agreement under this Undertaking then the Undertaker is entitled to request that any such approval, consent or agreement by the Council shall be given in writing and shall not be deemed to have been given unless given in writing;
  - 1.2.12 if any provision of this Undertaking shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Undertaking shall not in any way be deemed thereby to be affected, impaired or called into question;
  - 1.2.13 the recitals, table of contents and headings in this Undertaking are for convenience only and shall not affect its construction, interpretation or otherwise have any binding legal effect;

- 1.2.14 in the event of any conflict between the terms, conditions and provisions of this Undertaking and of any document appended hereto or referred to herein, the terms, conditions and provisions of this Undertaking shall prevail;
- 1.2.15 references to “notice” shall mean notice in writing;
- 1.2.16 references to “including” shall mean “including without limitation or prejudice to the generality of any description, defining terms or phrase preceding that word” and the word “include” and its derivatives shall be construed accordingly;
- 1.2.17 the Interpretation Act 1978 shall apply to this Undertaking; and
- 1.2.18 where any payment in this Undertaking is expressed to be payable before an event or activity that event or activity shall not commence until the relevant payment has been made and if the event or activity does commence prior to payment being made that act of commencement will be an unlawful breach of the Undertaking.

## 2. **LEGAL EFFECT**

- 2.1 This Undertaking entered into by deed contains planning obligations that are development consent obligations for the purposes of section 106 of the 1990 Act and is also entered into pursuant to section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other powers so enabling.
- 2.2 The Undertaker acknowledges that the planning obligations contained within this Undertaking are enforceable by the Council as local planning authority in accordance with section 106(3) of the 1990 Act against:
  - 2.2.1 the Undertaker in respect of its Qualifying Interest in the DCO Land as bound under clause 3; and
  - 2.2.2 the Undertaker’s Successors to its Qualifying Interest in the DCO Land as bound under clause 3.

## 3. **LAND BOUND**

- 3.1 Subject to clause 4 (Conditionality) and clause 6 (Release and Expiry) the planning obligations in this Undertaking bind the DCO Land.
- 3.2 The planning obligations contained in this Undertaking will not be enforceable against any other owner of any land interest in the DCO Land who is not a party to this Undertaking nor against any successors in title to or any person claiming through or under the other such owner’s interest in the DCO Land (save for the Undertaker) unless that person itself undertakes any part of the Development.
- 3.3 The planning obligations contained in this Undertaking shall not be enforceable against any mortgagee or chargee of the whole or any part of the DCO Land from time to time or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the DCO Land (or any part thereof to which such obligation relates) in which case it will be bound by the obligations as a person deriving title from the Undertaker PROVIDED THAT neither any mortgagee or chargee or person deriving title through such mortgagee or chargee will be liable for any breach of the obligations contained in this Undertaking unless committed at a time when that person is in possession of the DCO Land (or any part thereof to which such obligation relates).

## 4. **CONDITIONALITY**

- 4.1 Subject to clauses 4.2 and 4.3, none of the terms, conditions or provisions of this Undertaking shall have operative effect unless and until the Development has been Commenced.
- 4.2 Where the Development Consent Order becomes the subject of any judicial review proceedings:

- 4.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Undertaking will remain without operative effect unless the Development has been Commenced;
  - 4.2.2 if following the final determination of such proceedings the Development Consent Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused, this Undertaking will cease to have any further effect; and
  - 4.2.3 if following the final determination of such proceedings the Development Consent Order is capable of being Commenced, then this Undertaking will take effect in accordance with its terms.
- 4.3 Wherever in this Undertaking reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:
- 4.3.1 proceedings by way of judicial review are finally determined:
  - 4.3.2 when permission to make a claim for judicial review has been refused and no further application to seek permission to make such a claim may be made;
  - 4.3.3 when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
  - 4.3.4 when any appeal is finally determined and no further appeal may be made.

## 5. **UNDERTAKER'S COVENANTS**

- 5.1 The Undertaker covenants to observe and perform or cause to be observed and performed the obligations on the part of the Undertaker contained in Schedule 1 at the times and in the manner provided therein.
- 5.2 The Undertaker covenants to serve written notice to the Council at least twenty Working Days in advance of the proposed Commencement Date.
- 5.3 Where the proposed Commencement Date provided in clause 5.2 does not take place, the Undertaker covenants to provide written notice to the Council of the revised date as soon as is reasonably practicable and in any event at least 10 Working Days in advance of the revised date.

## 6. **RELEASE AND EXPIRY**

- 6.1 The Undertaker shall not be liable for a breach of any of its obligations under this Undertaking after it has parted with all of its interests in the DCO Land (including Qualifying Interests) or the part in respect of which the breach arises (as the case may be) save in either case for antecedent breaches.
- 6.2 If the Development Consent Order expires without having been Commenced or is revoked prior to the Commencement Date then this Undertaking shall forthwith determine and cease to have effect.
- 6.3 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the DCO Land in accordance with a planning permission or development consent order or other statutory authority (other than the DCO) granted (whether or not on appeal) after the date of this Undertaking.
- 6.4 No Successor to the Undertaker shall be liable for any breach of any obligation which occurs in relation to any area of the DCO Land which that Successor does not own or control or which is carried out by any person other than that Successor.
- 6.5 Upon the performance discharge or other fulfilment of the covenants and obligations (or any of them) of the Undertaker or Successor under the terms of this Undertaking such covenant, obligation or obligations shall absolutely cease and determine save in respect of any antecedent breach.

7. **LOCAL LAND CHARGES**

7.1 This Undertaking is a local land charge and may be registered as such by the Council.

8. **RESOLUTION OF DISPUTES**

8.1 In the event of any Dispute between the Council and the Undertaker ("the Parties") arising out of this Undertaking such Dispute may by service of a notice on the other party (the "Notice") be referred to an Expert for determination.

8.2 The Notice must specify:

8.2.1 the nature, basis and brief description of the Dispute;

8.2.2 the clause or paragraph of this Undertaking pursuant to which the Dispute has arisen; and

8.2.3 the proposed Expert.

8.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either party may request the President of the Law Society to nominate the Expert at their joint expense, and the Parties shall request that such nomination shall be made within 10 Working Days of the request, and any failure for such nomination to be made within 10 Working Days shall entitle any party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England and Wales instead.

8.4 If the appointed Expert is or becomes unable or unwilling to act, any party may within 5 Working Days of the Expert being or becoming unable or unwilling to act, serve a notice on all the other Parties proposing a replacement Expert and the Parties will follow the process at Clause 8.3 to settle the appointment of the replacement Expert.

8.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the Parties to the Dispute in equal shares.

8.6 The Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision.

8.7 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 30 Working Days from the date of his appointment to act.

8.8 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 10 Working Days in respect of any such submission and material.

8.9 Nothing in this Undertaking shall fetter any right of the Council or the Undertaker to bring an action in Court.

9. **NOTICES**

9.1 Any notice, consent or approval or other communication required to be given under or in connection with this Undertaking must be in writing and shall be addressed as provided for in clause 9.3.

9.2 Any such notice must be delivered by hand (including by courier or process server) or by pre-paid recorded delivery post and shall conclusively be deemed to have been received:

9.2.1 if delivered by hand, upon delivery at the relevant address; and

9.2.2 if sent by first class post, at 9:00 a.m. on the second Working Day after the date of posting,

except that where any such notice or other communication is or would be deemed to be received after 5:30 p.m., such notice shall be deemed to be received at 9:00 a.m. on the next Working Day.

9.3 Subject to clause 9.4, the address, relevant addressee and reference for each party are:

9.3.1 in the case of the Council:

Address: Portsmouth City Council, Planning & Highways  
Department, Civic Offices, Guildhall Square, Portsmouth  
PO1 2AL with a copy also sent by e-mail to  
ian.maguire@portsmouthcc.gov.uk.

Relevant addressee: Director of Planning & Economic Growth

Reference: AQUIND Interconnector S106

9.3.2 For the Undertaker:

Address: AQUIND Limited, 78 Pall Mall, London, SW1Y 5ES with a  
copy also sent by e-mail to  
kirill.glukhovskoy@aquind.co.uk.

Relevant addressee: Kirill Glukhovskoy – Managing Director

Reference: AQUIND Interconnector S106

9.4 Any party may give notice of a change to its name, address, or relevant addressee for the purposes of this clause 9 provided that such notification shall only be effective on:

9.4.1 the date specified in the notification as the date on which the change is to take place; or

9.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which the notice is received or deemed to be received, the fifth Working Day after the notice of any such change is given.

## 10. GOOD FAITH, GOOD PRACTICE AND REASONABLENESS

10.1 The Undertaker agrees to act reasonably and in good faith in the fulfilment of its obligations in this deed .

## 11. COMMUNITY INFRASTRUCTURE LEVY

11.1 The Undertaker acknowledges that the planning obligations contained in this Undertaking are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and thus satisfy the three tests set out in regulation 122(2)(a) – (c) of the Community Infrastructure Regulations 2010.

## 12. INDEXATION

12.1 Any sum which is referred to in this Undertaking as Index Linked and required to be paid by the Undertaker to the Council shall be increased by an amount equivalent to the increase in the Index from 8 March 2021 until the date on which such sum is payable in accordance with the following formula:

$$A \times (B/C) = D$$

Where:

**A** is the amount of money to be paid pursuant to this Undertaking on 8 March 2021

**B** is the figure shown in the Index for the period immediately prior to the date on which the sum concerned is due to be paid in accordance with the provisions of this Undertaking

C is the figure shown in the Index for the period immediately prior to 8 March 2021; and  
D is the uplifted indexed amount of money required to be paid to the Council.

**PROVIDED THAT** if the Index is no longer maintained then the above formula will be applied mutatis mutandis (so far as it relates to periods after it ceases to be maintained) by reference to such other publication or index as may be agreed from time to time between the Undertaker and the Council or determined by an Expert pursuant to Clause 8.

**13. INTEREST ON LATE PAYMENTS**

13.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding 5 Working Days the Undertaker shall pay to the Council interest thereon at the interest rate of four percent per annum above the base lending rate of National Westminster Bank plc from the date when the same became due until payment thereof.

**14. VAT**

14.1 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any VAT properly payable in respect thereof.

14.2 The Undertaker acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the payments made under this Undertaking then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Undertaker in respect of any taxable supplies properly incurred under this Undertaking and the VAT shall be paid by the Undertaker accordingly following the receipt of a valid VAT invoice.

**15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

15.1 Without prejudice to clauses 1.2.4 and 1.2.5, a person who is not a party to this Undertaking (save for the Council) does not have any right to enforce any term of this Undertaking under the Contract (Rights of Third Parties) Act 1999.

**16. JURISDICTION**

16.1 This Undertaking including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

16.2 This Undertaking is given on the basis that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Undertaking or its subject matter or formation (including non-contractual disputes or claims).

**17. DATE OF DELIVERY**

17.1 This Undertaking is delivered on the date of this Undertaking.

## SCHEDULE 1 UNDERTAKER OBLIGATIONS

### 1. **CAR PARK RESURFACING**

- 1.1 The Undertaker shall submit the Car Park Resurfacing Specification to the Council for approval prior to the Commencement of construction works in relation to Work No. 5 for the Council to consider whether either the Undertaker or the Council shall carry out the Car Park Resurfacing Works.
- 1.2 If the Council gives the Undertaker notice that the Undertaker must carry out the Car Park Resurfacing Works, then the Undertaker shall do so in accordance with the Car Park Resurfacing Specification approved and shall use reasonable endeavours to carry out those works in accordance with the programme set out in the approved Car Park Resurfacing Specification and in any event shall ensure that the Car Parking Resurfacing Works are carried out prior to the Operation of the Development.
- 1.3 If the Council gives the Undertaker notice that the Council will carry out the Car Park Resurfacing Works then the Undertaker shall make reasonable endeavours to agree the estimated full reasonable costs to the Council of carrying out the Car Park Resurfacing Works and the Undertaker must pay that reasonable sum to the Council within 10 Working Days of agreement or in any event prior to the Operation of the Development.
- 1.4 For the avoidance of doubt, whether the Council instructs the Undertaker to proceed in accordance with paragraph 1.2 or 1.3 of this Schedule 1, the full costs of the Car Park Resurfacing Works shall be borne by the Undertaker.

### 2. **HIGHWAY TREES**

- 2.1 The Undertaker shall not remove any Tree in connection with the construction of the Development unless the Undertaker has submitted to the Council a CAVAT Assessment for that Tree.
- 2.2 The Undertaker must within not more than 20 Working Days of the date of removal of any Tree pay to the Council the CAVAT Compensation Amount in accordance with the CAVAT Assessment for that Tree pursuant to paragraph 2.1 of this Schedule.

### 3. **TEMPORARY CONSTRUCTION ACCESSES**

- 3.1 The Undertaker shall not Commence the construction of any Temporary Construction Access unless and until it has entered into a Temporary Construction Access Highways Agreement with the Council in relation to that Temporary Construction Access.
- 3.2 The Undertaker shall not permit the use of any Temporary Construction Access for the purposes of constructing the Development unless and until that Temporary Construction Access has been completed and the Council has issued the Temporary Construction Access Completion Certificate in relation to it.

### 4. **SPORTS AND RECREATION CONTRIBUTION**

- 4.1 The Undertaker covenants not to Commence the construction of any part of Work No. 4 on the DCO Land unless and until it has paid the Sports and Recreation Contribution to the Council.

### 5. **SPORTS PITCH REALIGNMENT AND REINSTATEMENT**

- 5.1 The Undertaker shall submit a Recreational Management Plan to the Council for approval in respect of each Playing Field for not less than 30 Working Days' consideration by the

- Council and prior to Commencement of any works under Work No.4 at the relevant Playing Field;
- 5.2 The Undertaker shall not Commence any construction works on the relevant Playing Field unless and until the Council has approved the Recreational Management Plan in respect of that Playing Field.
- 5.3 Following approval of the Recreational Management Plan in respect of a Playing Field by the Council the Undertaker shall give not less than 1 month's notice of its intention to Commence those works under Work No. 4 at the relevant Playing Field.
- 5.4 The Undertaker shall at its own cost carry out:
- 5.4.1 the Pre-Construction Pitch Realignment Works prior to the anticipated start date of the Work No. 4 construction works at Bransbury Park and Farlington Playing Fields;
- 5.4.2 the Pitch Reinstatement Works following completion of the Work No. 4 construction works at the relevant Playing Field;
- 5.4.3 the Post-Construction Pitch Realignment Works following the completion of the relevant Pitch Reinstatement Works at Bransbury Park and Farlington Playing Fields;
- 5.4.4 if required by the Council the removal and reinstatement of the single goal at Zetland Field;
- 5.5 The works carried out pursuant to paragraph 5.4 shall in each case be carried out in accordance with the relevant approved Recreational Management Plan PROVIDED THAT the Undertaker may at any time submit an alternative Recreational Mitigation Plan to the Council for approval should it wish to vary the Pre-Construction Pitch Realignment Works or the manner to timing of working.
- 5.6 Prior to Commencement of Work No. 4 the Undertaker shall make reasonable endeavours to secure the Council's agreement to the re-provision of playing pitches outside of the DCO Land upon appropriate alternative sites for pitches (including realignment of existing pitches outside the DCO Land) to mitigate as far as reasonably possible the loss of playing pitches due to construction of the Development and FURTHER the Undertaker shall pay the Council's full costs for undertaking the said re-provision of playing pitches.

6. **PROVISION OF LOCAL AUTHORITY RESOURCES ARISING FROM DCO DEMANDS**

- 6.1 The Undertaker covenants irrevocably to comply at all times with the two Planning Performance Agreements between the Undertaker and the Council dated

\_\_\_\_\_ 2021

that make provision for the Council to charge the Undertaker for its time spent considering the applications, approvals, consents, permissions etc. arising from the DCO, such costs being in accordance with clause 11 as well as material matters that serve a planning purpose by reason of ensuring the acceptability of the forthcoming details of the Development, related to the development as costs arising from the Development and the provisions of the DCO, and being reasonable obligations in light of the exceptional burden that they place on the Council's resources.

**IN WITNESS** whereof this Undertaking has been duly executed by the Undertaker as a deed on the date which appears at the head of this Undertaking.

**SIGNED** as a **DEED** by )  
**AQUIND LIMITED** )  
acting by two directors or one director )  
and the company secretary: )

Director

Director/Secretary

**APPENDIX 9  
CARK PARK PLAN**

PCC DRAFT

**APPENDIX 10  
CAR PARK RESURFACING OUTLINE SPECIFICATION AND PLANS**

The Car Park Resurfacing Specification shall include:

- Car park layout to provide a minimum of 121 spaces, using formal parking space dimensions of 2.4m by 4.8m.
- Car park aisles and access road to be constructed using Asphalt as shown on standard detail drawing AQ-UK-DCO-DI-SD-001. Exact details of sub-base, binder course and base course depths will need to be confirmed during detailed design.
- Car parking spaces to be constructed from Grasscrete / Grassblock or a similar modular pre-cast concrete system. See drawing AQ-UK-DCO-DI-SD-001 for typical Grasscrete construction. Exact details will need to be confirmed during detailed design.

PCC DRAFT

PCC DRAFT

APPENDIX 11  
DCO LAND PLAN

PCC DRAFT

PCC DRAFT

APPENDIX 12 TEMPORARY CONSTRUCTION ACCESS HIGHWAYS AGREEMENT

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APPENDIX 13 BRANSBURY PARK PLAN

PCC DRAFT

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APPENDIX 14 FARLINGTON PLAYING FIELDS PLAN

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PCC DRAFT

APPENDIX 15 ZETLAND FIELD PLAN

PCC DRAFT

PCC DRAFT

APPENDIX 16 LANGSTONE HARBOUR SPORTS GROUND PLAN

PCC DRAFT

**DATED** \_\_\_\_\_ **202**

**(1) AQUIND LIMITED**

To

**(2) PORTSMOUTH CITY COUNCIL**

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**UNILATERAL UNDERTAKING IN RESPECT OF  
DEVELOPMENT CONSENT OBLIGATIONS**  
pursuant to section 106 of  
the Town and Country Planning Act 1990  
relating to the AQUIND Interconnector

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**THIS UNDERTAKING** is given on \_\_\_\_\_ 202\_\_

**BY:**

- (1) **AQUIND LIMITED** (company registration number 06681477) whose registered office is at OGN House, Hadrian Way, Wallsend NE28 6HL (the "**Undertaker**")

**TO:**

- (2) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Square, Portsmouth PO1 2AL (the "**Council**")

**WHEREAS:**

- (A) On [XXX] the Secretary of State for Business, Energy and Industrial Strategy made the Development Consent Order.
- (B) The terrestrial elements of the Project in the UK are to be located between Eastney, Portsmouth and the National Grid Substation at Lovedean, being part of the Project comprising a high voltage direct current electrical interconnector between France and the UK.
- (C) The Council is a local planning authority and local highway authority for the area within which the DCO Land is situated.
- (D) The Undertaker is the undertaker for the purposes of the Development Consent Order. The Undertaker intends to construct, operate and maintain the Development as authorised by the Development Consent Order and is deemed to be a person interested in the DCO Land for the purposes of section 106 of the 1990 Act in accordance with Article 8(4)(a) of the Development Consent Order.
- (E) The Undertaker has agreed to provide this Undertaking in order to secure the performance of the development consent obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Undertaking (which includes the Recitals to it) the following words and expressions have the following meanings unless the context otherwise requires:

<b>"1990 Act"</b>	means the Town and Country Planning Act 1990;
<b>"2008 Act"</b>	means the Planning Act 2008;
<b>"Access and Rights of Way Plans"</b>	means the plans certified as the access and rights of way plans by the Secretary of State under article 43 (Certification of plans, etc.) and identified in Schedule 6 to the DCO;
<b>"Application"</b>	means the application for the DCO submitted to the Secretary of State for the Development and accepted by the Planning Inspectorate on 12 December 2019 with reference EN020022;

<b>“Arboriculture Method Statement”</b>	means an arboriculture method statement produced and approved pursuant to requirement 15(3)(c)(iv) and/or requirement 7(2)(a) of the Development Consent Order;
<b>“Bransbury Park”</b>	means Bransbury Park, Portsmouth, as shown on Plan 1;
<b>“Car Park Plan”</b>	means the plan located at Appendix 1 of this Undertaking;
<b>“Car Park Resurfacing Outline Specification”</b>	means the outline specification for the Car Park Resurfacing Works described and illustrated in the plans at Appendix 2;
<b>“Car Park Resurfacing Specification”</b>	means a detailed design specification for the Car Park Resurfacing Works in accordance with the Car Parking Resurfacing Outline Specification to be submitted to the Council for approval and which shall include: <ul style="list-style-type: none"> <li>a) relevant technical information and drawings, including a plan identifying the extent of the area to be resurfaced;</li> <li>b) details of drainage;</li> <li>c) details of materials to be used; and</li> <li>d) estimated programming and costs.</li> </ul>
<b>“Car Park Resurfacing Works”</b>	means the works to resurface the area shown on the Car Park Plan to be carried out in accordance with the approved Car Park Resurfacing Specification;
<b>“CAVAT Assessment”</b>	means the assessment of the value of any Tree to be removed in connection with the construction of the Development to be undertaken in accordance with the CAVAT Assessment Methodology and which shall calculate the CAVAT Compensation Amount for the Tree to be removed;
<b>“CAVAT Assessment Methodology”</b>	means the Capital Asset Value of Amenity Trees methodology produced by the London Tree Officers Associated dated January 2020 or any replacement thereof;
<b>“CAVAT Compensation Amount”</b>	means the compensation to be paid to the Council in connection with the removal of any Tree which is to be determined in accordance with the CAVAT Assessment and which is to be applied by the Council towards the provision of replacement trees;
<b>“Commencement”</b>	means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Development on the DCO Land other than operations consisting of Onshore Site Preparation Works and the terms "Commence" and "Commenced" and cognate expressions shall be construed accordingly;
<b>“Commencement Date”</b>	means the date of Commencement;
<b>“Council”</b>	means Portsmouth City Council;
<b>“DCO Land”</b>	means so much of the land within the Order limits as is within the administrative boundary of Portsmouth City Council as shown edged and shaded red on the DCO Land Plan

<b>“DCO Land Plan”</b>	means the plan located at Appendix 3 of this Undertaking;
<b>“Development”</b>	means those elements of the Project located in the UK and the UK Marine Area for which the DCO is granted;
<b>“Development Consent Order”</b>	means the AQUIND Interconnector Order 202[X] made by the Secretary of State for Business, Energy and Industrial Strategy on [XXX] and references to “ <b>DCO</b> ” shall be construed accordingly;
<b>“Dispute”</b>	means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Undertaking or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);
<b>“Expert”</b>	means an independent fit person holding qualifications appropriate in light of the subject matter of the dispute appointed in accordance with the provisions of clause 8 to determine a Dispute between the Council and the Undertaker under this Undertaking;
<b>“Farlington Playing Fields”</b>	means Farlington Playing Fields, Portsmouth, as shown on Plan 2;
<b>“Framework Management Plan for Recreational Impacts”</b>	means the Framework Management Plan for Recreational Impacts submitted to the Planning Inspectorate as part of the Application;
<b>“Index”</b>	means the Consumer Price Index published by the Office for National Statistics or any successors or amending body;
<b>“Index Linked”</b>	means increased (if applicable) in accordance with clause 12;
<b>“Onshore Site Preparation Works”</b>	means operations consisting of: <ul style="list-style-type: none"> <li>a) pre-construction archaeological investigations;</li> <li>b) environmental surveys and monitoring;</li> <li>c) site clearance;</li> <li>d) removal of hedgerows, trees and shrubs (excluding any Tree);</li> <li>e) investigations for the purpose of assessing ground conditions;</li> <li>f) remedial work in respect of any contamination or adverse ground conditions;</li> <li>g) receipt and erection of construction plant and equipment;</li> <li>h) the temporary display of site notices and advertisements;</li> <li>i) erection of temporary buildings, structures or enclosures; and</li> <li>j) Work No.2 (bb) (access junction and associated gated highway link);</li> </ul>

<b>“Operation”</b>	means the operation of the Development for the purpose for which it is designed after construction and commissioning is complete and the term “Operational” and cognate expressions shall be construed accordingly;
<b>“Pitch Reinstatement Works”</b>	means the reinstatement works to be carried out following the construction of the Development at each of the Playing Fields in accordance with the relevant Recreational Management Plan;
<b>“Plan 1”</b>	means the plan of Bransbury Park located at Appendix [5] of this Deed;
<b>“Plan 2”</b>	means the plan of Farlington Playing Fields located at Appendix [6] of this Deed;
<b>“Plan 3”</b>	means the plan of Zetland Field located at Appendix [7] of this Deed;
<b>“Plan 4”</b>	means the plan of Langstone Harbour Sports Ground located at Appendix [8] of this Deed;
<b>“Playing Field”</b>	<p>means each of the following areas:</p> <ul style="list-style-type: none"> <li>a) Bransbury Park (as shown hatched [green] on Plan [1]);</li> <li>b) Farlington Playing Fields (as shown hatched [green] on Plan [2]); and</li> <li>c) Zetland Field (as shown hatched [green] on Plan [3]);</li> <li>d) Langstone Harbour Sports Ground (as shown hatched [green] on Plan [4])</li> </ul> <p>together the “Playing Fields”;</p>
<b>“Post-Construction Pitch Realignment Works”</b>	means, in respect of Bransbury Park and Farlington Playing Fields only, the works to realign the sports pitches and/or move recreational equipment in accordance with the relevant approved Recreational Management Plan following completion of the Pitch Reinstatement Works at each of these Playing Fields;
<b>“Pre-Construction Pitch Realignment Works”</b>	means, in respect of Bransbury Park and Farlington Playing Fields only, the works to realign the sports pitches and/or move recreational equipment in accordance with the relevant approved Recreational Management Plan prior to the Commencement of construction works at each of these Playing Fields;
<b>“Project”</b>	means AQUIND Interconnector a new 2,000 MW subsea and underground High Voltage Direct Current (‘HVDC’) bi-directional electric power transmission link between the South Coast of England and Normandy in France;
<b>“Qualifying Interest”</b>	means such interest in the land sufficient to meet the requirements of Section 106(1) of the 1990 Act which shall include the Undertaker’s status as undertaker for the purposes of the DCO in accordance with the provisions of article 8(4)(a) of the DCO whereby the undertaker is deemed

to be a person interested in the DCO Land for the purposes of Section 106(1) of the 1990 Act;

**“Recreational Management Plan”**

means a plan prepared for each Playing Field in accordance with the Framework Management Plan for Recreational Impacts setting out details relating to the delivery of pitch reinstatement and realignment works and which shall include:

- (a) programming and costs for the Pre-Construction Pitch Realignment Works and the Post-Construction Pitch Realignment Works;
- (b) programming for the Pitch Reinstatement Works;
- (c) technical specifications for the Pitch Reinstatement Works;
- (d) scaled drawings as the Council may reasonably require; and
- (e) details of any drainage potentially affected by the construction of the Development.

**“Successor”**

means any person deriving title from the Undertaker in respect of its Qualifying Interest and for the purposes of Section 106(3)(b) of the 1990 Act shall include any person to whom powers are transferred further to Article 7 of the DCO;

**“Sports and Recreation Contribution”**

Means the sum of [[£100,000 (one hundred thousand pounds)] OR [£250,000 (two hundred and fifty thousand pounds)]] (Index Linked) to be paid to the Council for distribution to sports clubs within the Council's administrative area who will be directly affected by the Development as a result of the temporary loss of available sports pitches or to otherwise improve sporting and/or recreational facilities or projects in the Council's administrative area that see increased use due to the disruption caused by construction of the Development;

**“Temporary Construction Access”**

means such new temporary means of access or improved existing means of access within the DCO Land (including in the locations identified on the Access and Rights of Way Plans) as the Undertaker reasonably requires for the purposes of the construction of the Development;

**“Temporary Construction Access Completion Certificate”**

means a certificate to be issued by the Council pursuant to a Temporary Construction Access Highways Agreement to denote the completion of a Temporary Construction Access to the satisfaction of the Council;

**“Temporary Construction Access Highways Agreement”**

means an agreement to be entered into between the Undertaker and the Council pursuant to section 278 of the Highways Act 1980 in relation to the delivery of any Temporary Construction Access substantially in form located at Appendix 4;

**“Tree”**

means a tree which is located to any extent within the DCO Land and which is in the ownership of the Council;

**“Undertaker”**

means AQUIND Limited (company registration number 06681477) and any Successors.

**“Working Day”** means Monday to Friday excluding bank holidays and other public holidays.

- 1.2 In this Undertaking, unless stated otherwise:
- 1.2.1 reference to the masculine feminine and neuter genders shall include other genders;
  - 1.2.2 reference to the singular include the plural and vice versa unless the contrary intention is expressed;
  - 1.2.3 references to natural persons include firms, companies, corporations, and vice versa;
  - 1.2.4 references to the Council include any successors to the Council’s statutory functions as the local planning authority and/or local highway authority;
  - 1.2.5 references to the Undertaker shall include its Successors and its respective successors in respect of its Qualifying Interest (except where the contrary is expressly provided);
  - 1.2.6 references to “Work Nos.” or to a “Work No.” are references to the works forming part of the Development listed in Schedule 1 to the DCO;
  - 1.2.7 headings in this Undertaking are for reference purposes only and shall not be taken into account in its construction or interpretation;
  - 1.2.8 a reference to a clause, sub-clause, paragraph, sub-paragraph, Schedule, recital or appendix is (unless the context otherwise requires) a reference to the relevant clause, sub-clause, paragraph, sub-paragraph, Schedule, recital or appendix to this Undertaking;
  - 1.2.9 words denoting an obligation to do any act, matter or thing include an obligation to procure that it be done and words containing restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
  - 1.2.10 references in this Undertaking to any statute or statutory provision include references to:
    - (A) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Undertaking;
    - (B) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
    - (C) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
  - 1.2.11 where the Council is requested to give any approval, consent or agreement under this Undertaking then the Undertaker is entitled to request that any such approval, consent or agreement by the Council shall be given in writing and shall not be deemed to have been given unless given in writing;
  - 1.2.12 if any provision of this Undertaking shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Undertaking shall not in any way be deemed thereby to be affected, impaired or called into question;
  - 1.2.13 the recitals, table of contents and headings in this Undertaking are for convenience only and shall not affect its construction, interpretation or otherwise have any binding legal effect;

- 1.2.14 in the event of any conflict between the terms, conditions and provisions of this Undertaking and of any document appended hereto or referred to herein, the terms, conditions and provisions of this Undertaking shall prevail;
- 1.2.15 references to “notice” shall mean notice in writing;
- 1.2.16 references to “including” shall mean “including without limitation or prejudice to the generality of any description, defining terms or phrase preceding that word” and the word “include” and its derivatives shall be construed accordingly;
- 1.2.17 the Interpretation Act 1978 shall apply to this Undertaking; and
- 1.2.18 where any payment in this Undertaking is expressed to be payable before an event or activity that event or activity shall not commence until the relevant payment has been made and if the event or activity does commence prior to payment being made that act of commencement will be an unlawful breach of the Undertaking.

## 2. **LEGAL EFFECT**

- 2.1 This Undertaking entered into by deed contains planning obligations that are development consent obligations for the purposes of section 106 of the 1990 Act and is also entered into pursuant to section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other powers so enabling.
- 2.2 The Undertaker acknowledges that the planning obligations contained within this Undertaking are enforceable by the Council as local planning authority in accordance with section 106(3) of the 1990 Act against:
  - 2.2.1 the Undertaker in respect of its Qualifying Interest in the DCO Land as bound under clause 3; and
  - 2.2.2 the Undertaker’s Successors to its Qualifying Interest in the DCO Land as bound under clause 3.

## 3. **LAND BOUND**

- 3.1 Subject to clause 4 (Conditionality) and clause 6 (Release and Expiry) the planning obligations in this Undertaking bind the DCO Land.
- 3.2 The planning obligations contained in this Undertaking will not be enforceable against any other owner of any land interest in the DCO Land who is not a party to this Undertaking nor against any successors in title to or any person claiming through or under the other such owner’s interest in the DCO Land (save for the Undertaker) unless that person itself undertakes any part of the Development.
- 3.3 The planning obligations contained in this Undertaking shall not be enforceable against any mortgagee or chargee of the whole or any part of the DCO Land from time to time or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the DCO Land (or any part thereof to which such obligation relates) in which case it will be bound by the obligations as a person deriving title from the Undertaker PROVIDED THAT neither any mortgagee or chargee or person deriving title through such mortgagee or chargee will be liable for any breach of the obligations contained in this Undertaking unless committed at a time when that person is in possession of the DCO Land (or any part thereof to which such obligation relates).

## 4. **CONDITIONALITY**

- 4.1 Subject to clauses 4.2 and 4.3, none of the terms, conditions or provisions of this Undertaking shall have operative effect unless and until the Development has been Commenced.
- 4.2 Where the Development Consent Order becomes the subject of any judicial review proceedings:

- 4.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Undertaking will remain without operative effect unless the Development has been Commenced;
  - 4.2.2 if following the final determination of such proceedings the Development Consent Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused, this Undertaking will cease to have any further effect; and
  - 4.2.3 if following the final determination of such proceedings the Development Consent Order is capable of being Commenced, then this Undertaking will take effect in accordance with its terms.
- 4.3 Wherever in this Undertaking reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:
- 4.3.1 proceedings by way of judicial review are finally determined:
  - 4.3.2 when permission to make a claim for judicial review has been refused and no further application to seek permission to make such a claim may be made;
  - 4.3.3 when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
  - 4.3.4 when any appeal is finally determined and no further appeal may be made.

## 5. **UNDERTAKER'S COVENANTS**

- 5.1 The Undertaker covenants to observe and perform or cause to be observed and performed the obligations on the part of the Undertaker contained in Schedule 1 at the times and in the manner provided therein.
- 5.2 The Undertaker covenants to serve written notice to the Council at least twenty Working Days in advance of the proposed Commencement Date.
- 5.3 Where the proposed Commencement Date provided in clause 5.2 does not take place, the Undertaker covenants to provide written notice to the Council of the revised date as soon as is reasonably practicable and in any event at least 10 Working Days in advance of the revised date.

## 6. **RELEASE AND EXPIRY**

- 6.1 The Undertaker shall not be liable for a breach of any of its obligations under this Undertaking after it has parted with all of its interests in the DCO Land (including Qualifying Interests) or the part in respect of which the breach arises (as the case may be) save in either case for antecedent breaches.
- 6.2 If the Development Consent Order expires without having been Commenced or is revoked prior to the Commencement Date then this Undertaking shall forthwith determine and cease to have effect.
- 6.3 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the DCO Land in accordance with a planning permission or development consent order or other statutory authority (other than the DCO) granted (whether or not on appeal) after the date of this Undertaking.
- 6.4 No Successor to the Undertaker shall be liable for any breach of any obligation which occurs in relation to any area of the DCO Land which that Successor does not own or control or which is carried out by any person other than that Successor.
- 6.5 Upon the performance discharge or other fulfilment of the covenants and obligations (or any of them) of the Undertaker or Successor under the terms of this Undertaking such covenant, obligation or obligations shall absolutely cease and determine save in respect of any antecedent breach.

**7. LOCAL LAND CHARGES**

7.1 This Undertaking is a local land charge and may be registered as such by the Council.

**8. RESOLUTION OF DISPUTES**

8.1 In the event of any Dispute between the Council and the Undertaker ("the Parties") arising out of this Undertaking such Dispute may by service of a notice on the other party (the "Notice") be referred to an Expert for determination.

8.2 The Notice must specify:

8.2.1 the nature, basis and brief description of the Dispute;

8.2.2 the clause or paragraph of this Undertaking pursuant to which the Dispute has arisen; and

8.2.3 the proposed Expert.

8.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either party may request the President of the Law Society to nominate the Expert at their joint expense, and the Parties shall request that such nomination shall be made within 10 Working Days of the request, and any failure for such nomination to be made within 10 Working Days shall entitle any party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England and Wales instead.

8.4 If the appointed Expert is or becomes unable or unwilling to act, any party may within 5 Working Days of the Expert being or becoming unable or unwilling to act, serve a notice on all the other Parties proposing a replacement Expert and the Parties will follow the process at Clause 8.3 to settle the appointment of the replacement Expert.

8.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the Parties to the Dispute in equal shares.

8.6 The Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision.

8.7 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 30 Working Days from the date of his appointment to act.

8.8 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 10 Working Days in respect of any such submission and material.

8.9 Nothing in this Undertaking shall fetter any right of the Council or the Undertaker to bring an action in Court.

**9. NOTICES**

9.1 Any notice, consent or approval or other communication required to be given under or in connection with this Undertaking must be in writing and shall be addressed as provided for in clause 9.3.

9.2 Any such notice must be delivered by hand (including by courier or process server) or by pre-paid recorded delivery post and shall conclusively be deemed to have been received:

9.2.1 if delivered by hand, upon delivery at the relevant address; and

9.2.2 if sent by first class post, at 9:00 a.m. on the second Working Day after the date of posting,

except that where any such notice or other communication is or would be deemed to be received after 5:30 p.m., such notice shall be deemed to be received at 9:00 a.m. on the next Working Day.

9.3 Subject to clause 9.4, the address, relevant addressee and reference for each party are:

9.3.1 in the case of the Council:

Address: Portsmouth City Council, Planning & Highways  
Department, Civic Offices, Guildhall Square, Portsmouth  
PO1 2AL with a copy also sent by e-mail to  
ian.maguire@portsmouthcc.gov.uk.

Relevant addressee: Director of Planning & Economic Growth

Reference: AQUIND Interconnector S106

9.3.2 For the Undertaker:

Address: AQUIND Limited, 78 Pall Mall, London, SW1Y 5ES with a  
copy also sent by e-mail to  
kirill.glukhovskoy@aquind.co.uk.

Relevant addressee: Kirill Glukhovskoy – Managing Director

Reference: AQUIND Interconnector S106

9.4 Any party may give notice of a change to its name, address, or relevant addressee for the purposes of this clause 9 provided that such notification shall only be effective on:

9.4.1 the date specified in the notification as the date on which the change is to take place; or

9.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which the notice is received or deemed to be received, the fifth Working Day after the notice of any such change is given.

## 10. **GOOD FAITH, GOOD PRACTICE AND REASONABLENESS**

10.1 The Undertaker agrees to act reasonably and in good faith in the fulfilment of its obligations in this deed .

## 11. **COMMUNITY INFRASTRUCTURE LEVY**

11.1 The Undertaker acknowledges that the planning obligations contained in this Undertaking are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and thus satisfy the three tests set out in regulation 122(2)(a) – (c) of the Community Infrastructure Regulations 2010.

## 12. **INDEXATION**

12.1 Any sum which is referred to in this Undertaking as Index Linked and required to be paid by the Undertaker to the Council shall be increased by an amount equivalent to the increase in the Index from 8 March 2021 until the date on which such sum is payable in accordance with the following formula:

$$A \times (B/C) = D$$

Where:

**A** is the amount of money to be paid pursuant to this Undertaking on 8 March 2021

**B** is the figure shown in the Index for the period immediately prior to the date on which the sum concerned is due to be paid in accordance with the provisions of this Undertaking

C is the figure shown in the Index for the period immediately prior to 8 March 2021; and  
D is the uplifted indexed amount of money required to be paid to the Council.

**PROVIDED THAT** if the Index is no longer maintained then the above formula will be applied mutatis mutandis (so far as it relates to periods after it ceases to be maintained) by reference to such other publication or index as may be agreed from time to time between the Undertaker and the Council or determined by an Expert pursuant to Clause 8.

**13. INTEREST ON LATE PAYMENTS**

13.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding 5 Working Days the Undertaker shall pay to the Council interest thereon at the interest rate of four percent per annum above the base lending rate of National Westminster Bank plc from the date when the same became due until payment thereof.

**14. VAT**

14.1 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any VAT properly payable in respect thereof.

14.2 The Undertaker acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the payments made under this Undertaking then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Undertaker in respect of any taxable supplies properly incurred under this Undertaking and the VAT shall be paid by the Undertaker accordingly following the receipt of a valid VAT invoice.

**15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

15.1 Without prejudice to clauses 1.2.4 and 1.2.5, a person who is not a party to this Undertaking (save for the Council) does not have any right to enforce any term of this Undertaking under the Contract (Rights of Third Parties) Act 1999.

**16. JURISDICTION**

16.1 This Undertaking including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

16.2 This Undertaking is given on the basis that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Undertaking or its subject matter or formation (including non-contractual disputes or claims).

**17. DATE OF DELIVERY**

17.1 This Undertaking is delivered on the date of this Undertaking.

## SCHEDULE 1 UNDERTAKER OBLIGATIONS

### 1. **CAR PARK RESURFACING**

- 1.1 The Undertaker shall submit the Car Park Resurfacing Specification to the Council for approval prior to the Commencement of construction works in relation to Work No. 5 for the Council to consider whether either the Undertaker or the Council shall carry out the Car Park Resurfacing Works.
- 1.2 If the Council gives the Undertaker notice that the Undertaker must carry out the Car Park Resurfacing Works, then the Undertaker shall do so in accordance with the Car Park Resurfacing Specification approved and shall use reasonable endeavours to carry out those works in accordance with the programme set out in the approved Car Park Resurfacing Specification and in any event shall ensure that the Car Parking Resurfacing Works are carried out prior to the Operation of the Development.
- 1.3 If the Council gives the Undertaker notice that the Council will carry out the Car Park Resurfacing Works then the Undertaker shall make reasonable endeavours to agree the estimated full reasonable costs to the Council of carrying out the Car Park Resurfacing Works and the Undertaker must pay that reasonable sum to the Council within 10 Working Days of agreement or in any event prior to the Operation of the Development.
- 1.4 For the avoidance of doubt, whether the Council instructs the Undertaker to proceed in accordance with paragraph 1.2 or 1.3 of this Schedule 1, the full costs of the Car Park Resurfacing Works shall be borne by the Undertaker.

### 2. **HIGHWAY TREES**

- 2.1 The Undertaker shall not remove any Tree in connection with the construction of the Development unless the Undertaker has submitted to the Council a CAVAT Assessment for that Tree.
- 2.2 The Undertaker must within not more than 20 Working Days of the date of removal of any Tree pay to the Council the CAVAT Compensation Amount in accordance with the CAVAT Assessment for that Tree pursuant to paragraph 2.1 of this Schedule.

### 3. **TEMPORARY CONSTRUCTION ACCESSES**

- 3.1 The Undertaker shall not Commence the construction of any Temporary Construction Access unless and until it has entered into a Temporary Construction Access Highways Agreement with the Council in relation to that Temporary Construction Access.
- 3.2 The Undertaker shall not permit the use of any Temporary Construction Access for the purposes of constructing the Development unless and until that Temporary Construction Access has been completed and the Council has issued the Temporary Construction Access Completion Certificate in relation to it.

### 4. **SPORTS AND RECREATION CONTRIBUTION**

- 4.1 The Undertaker covenants not to Commence the construction of any part of Work No. 4 on the DCO Land unless and until it has paid the Sports and Recreation Contribution to the Council.

### 5. **SPORTS PITCH REALIGNMENT AND REINSTATEMENT**

- 5.1 The Undertaker shall submit a Recreational Management Plan to the Council for approval in respect of each Playing Field for not less than 30 Working Days' consideration by the

Council and prior to Commencement of any works under Work No.4 at the relevant Playing Field;

- 5.2 The Undertaker shall not Commence any construction works on the relevant Playing Field unless and until the Council has approved the Recreational Management Plan in respect of that Playing Field.
- 5.3 Following approval of the Recreational Management Plan in respect of a Playing Field by the Council the Undertaker shall give not less than 1 month's notice of its intention to Commence those works under Work No. 4 at the relevant Playing Field.
- 5.4 The Undertaker shall at its own cost carry out:
- 5.4.1 the Pre-Construction Pitch Realignment Works prior to the anticipated start date of the Work No. 4 construction works at Bransbury Park and Farlington Playing Fields;
  - 5.4.2 the Pitch Reinstatement Works following completion of the Work No. 4 construction works at the relevant Playing Field;
  - 5.4.3 the Post-Construction Pitch Realignment Works following the completion of the relevant Pitch Reinstatement Works at Bransbury Park and Farlington Playing Fields;
  - 5.4.4 if required by the Council the removal and reinstatement of the single goal at Zetland Field;
- 5.5 The works carried out pursuant to paragraph 5.4 shall in each case be carried out in accordance with the relevant approved Recreational Management Plan PROVIDED THAT the Undertaker may at any time submit an alternative Recreational Mitigation Plan to the Council for approval should it wish to vary the Pre-Construction Pitch Realignment Works or the manner to timing of working.
- 5.6 Prior to Commencement of Work No. 4 the Undertaker shall make reasonable endeavours to secure the Council's agreement to the re-provision of playing pitches outside of the DCO Land upon appropriate alternative sites for pitches (including realignment of existing pitches outside the DCO Land) to mitigate as far as reasonably possible the loss of playing pitches due to construction of the Development and FURTHER the Undertaker shall pay the Council's full costs for undertaking the said re-provision of playing pitches.

## 6. **PROVISION OF LOCAL AUTHORITY RESOURCES ARISING FROM DCO DEMANDS**

- 6.1 The Undertaker covenants irrevocably to comply at all times with the two Planning Performance Agreements between the Undertaker and the Council dated

2021

that make provision for the Council to charge the Undertaker for its time spent considering the applications, approvals, consents, permissions etc. arising from the DCO, such costs being in accordance with clause 11 as well as material matters that serve a planning purpose by reason of ensuring the acceptability of the forthcoming details of the Development, related to the development as costs arising from the Development and the provisions of the DCO, and being reasonable obligations in light of the exceptional burden that they place on the Council's resources.

**IN WITNESS** whereof this Undertaking has been duly executed by the Undertaker as a deed on the date which appears at the head of this Undertaking.

**SIGNED as a DEED by** )  
**AQUIND LIMITED** )  
acting by two directors or one director )  
and the company secretary: )

Director

Director/Secretary

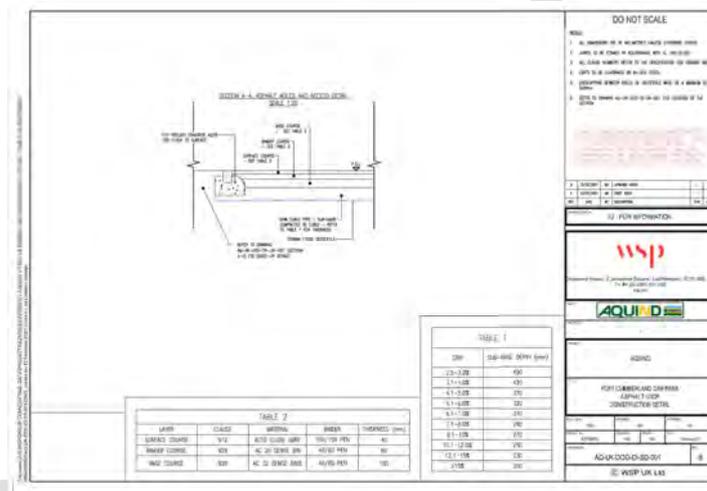


## APPENDIX 2 CAR PARK RESURFACING OUTLINE SPECIFICATION AND PLANS

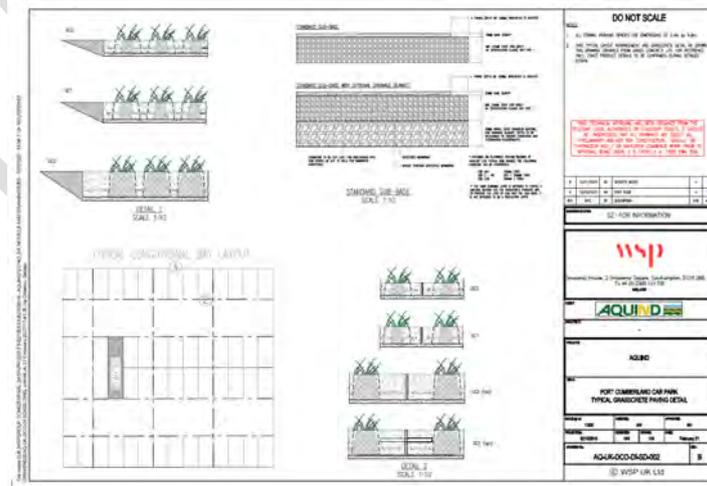
The Car Park Resurfacing Specification shall include:

- Car park layout to provide a minimum of 121 spaces, using formal parking space dimensions of 2.4m by 4.8m.
- Car park aisles and access road to be constructed using Asphalt as shown on standard detail drawing AQ-UK-DCO-DI-SD-001. Exact details of sub-base, binder course and base course depths will need to be confirmed during detailed design.
- Car parking spaces to be constructed from Grasscrete / Grassblock or a similar modular pre-cast concrete system. See drawing AQ-UK-DCO-DI-SD-001 for typical Grasscrete construction. Exact details will need to be confirmed during detailed design.

Appendix 2A – Car Park Resurfacing Outline Specification AQ-UK-DCO-DI-SD-001-B



Appendix 2B – Car Park Resurfacing Outline Specification - AQ-UK-DCO-DI-SD-002-B



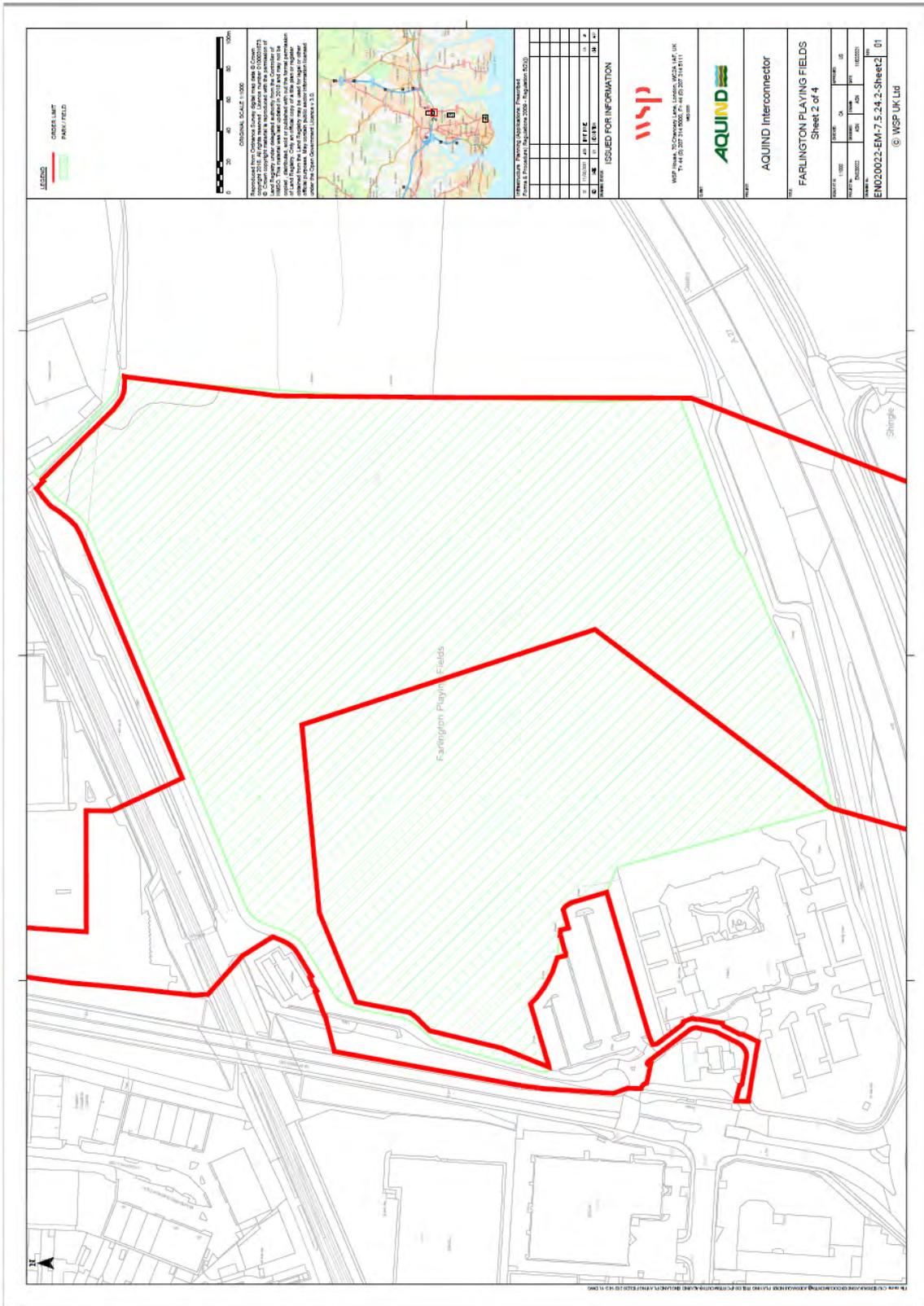


APPENDIX 4 TEMPORARY CONSTRUCTION ACCESS HIGHWAYS AGREEMENT

PCC DRAFT

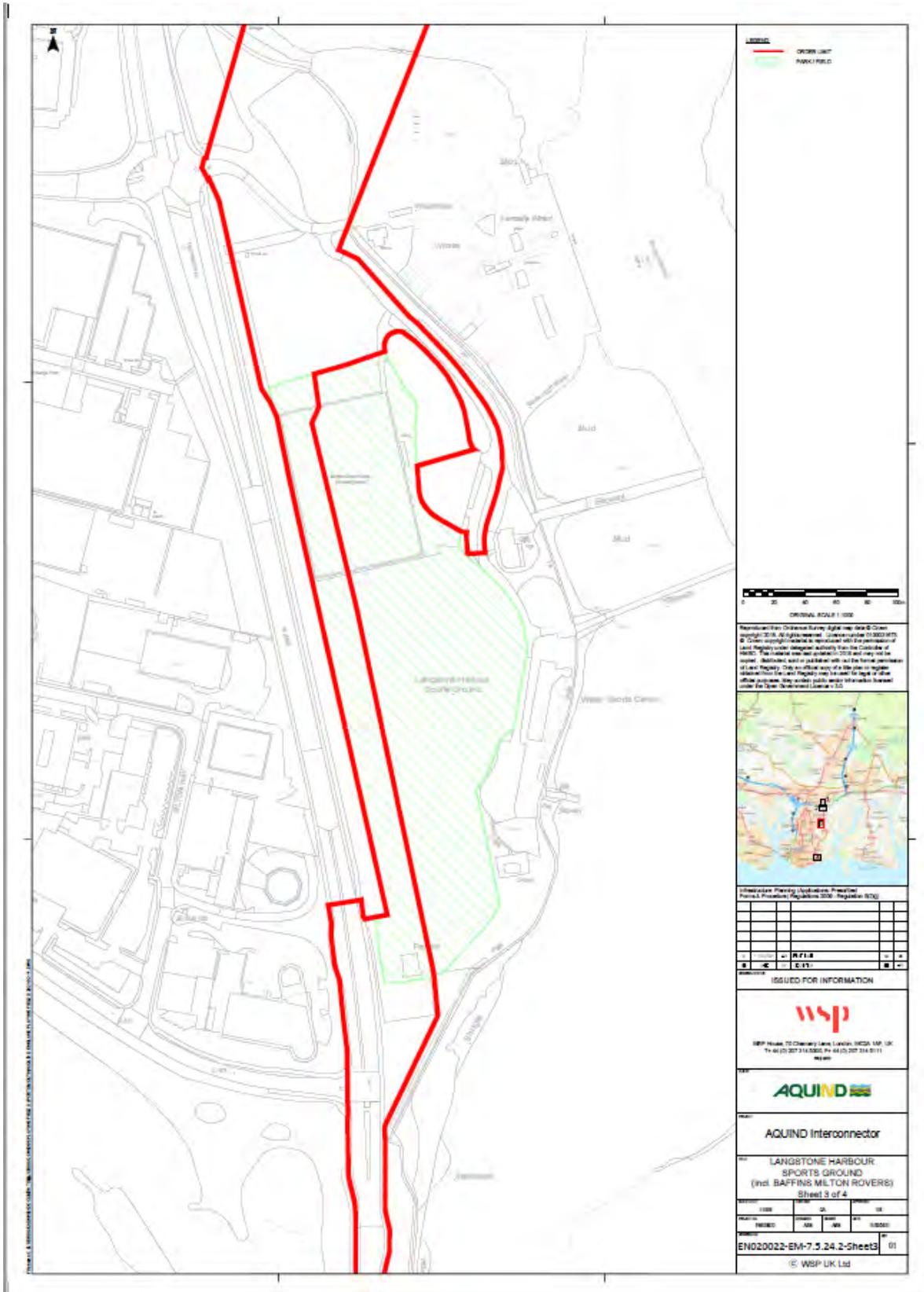


APPENDIX 6 FARLINGTON PLAYING FIELDS PLAN





APPENDIX 8 LANGSTONE HARBOUR SPORTS GROUND PLAN



TRACKED VERSION

PCC Draft: 1 March 2021

DATED \_\_\_\_\_ 202

(3) AQUIND LIMITED

To

(4) PORTSMOUTH CITY COUNCIL

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**UNILATERAL UNDERTAKING IN RESPECT OF  
DEVELOPMENT CONSENT OBLIGATIONS**

pursuant to section 106 of  
the Town and Country Planning Act 1990  
relating to the AQUIND Interconnector

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**THIS UNDERTAKING** is given on \_\_\_\_\_ 202\_\_

**BY:**

- (3) **AQUIND LIMITED** (company registration number 06681477) whose registered office is at OGN House, Hadrian Way, Wallsend NE28 6HL (the "**Undertaker**")

**TO:**

- (4) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Square, Portsmouth PO1 2AL (the "**Council**")

**WHEREAS:**

- (F) On [XXX] the Secretary of State for Business, Energy and Industrial Strategy made the Development Consent Order.
- (G) The terrestrial elements of the Project in the UK are to be located between Eastney, Portsmouth and the National Grid Substation at Lovedean, being part of the Project comprising a high voltage direct current electrical interconnector between France and the UK.
- (H) The Council is a local planning authority and local highway authority for the area within which the DCO Land is situated.
- (I) The Undertaker is the undertaker for the purposes of the Development Consent Order. The Undertaker intends to construct, operate and maintain the Development as authorised by the Development Consent Order and is deemed to be a person interested in the DCO Land for the purposes of section 106 of the 1990 Act in accordance with Article 8(4)(a) of the Development Consent Order.
- (J) The Undertaker has agreed to provide this Undertaking in order to secure the performance of the development consent obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Undertaking (which includes the Recitals to it) the following words and expressions have the following meanings unless the context otherwise requires:

<b>"1990 Act"</b>	means the Town and Country Planning Act 1990;
<b>"2008 Act"</b>	means the Planning Act 2008;
<b>"Access and Rights of Way Plans"</b>	means the plans certified as the access and rights of way plans by the Secretary of State under article 43 (Certification of plans, etc.) and identified in Schedule 6 to the DCO;
<b>"Application"</b>	means the application for the DCO submitted to the Secretary of State for the Development and accepted by the Planning Inspectorate on 12 December 2019 with reference EN020022;

<b>“Arboriculture Method Statement”</b>	means an arboriculture method statement produced and approved pursuant to requirement 15(3)(c)(iv) and/or requirement 7(2)(a) of the Development Consent Order;
<b>“Bransbury Park”</b>	means Bransbury Park, Portsmouth, as shown on Plan 1;
<b>“Car Park Plan”</b>	means the plan located at Appendix 1 of this Undertaking;
<b>“Car Park Resurfacing Outline Specification”</b>	means the outline specification for the Car Park Resurfacing Works described and illustrated in the plans at Appendix 2;
<b>“Car Park Resurfacing Specification”</b>	means a detailed design specification for the Car Park Resurfacing Works in accordance with the Car Parking Resurfacing Outline Specification to be submitted to the Council for approval and which shall include: <ul style="list-style-type: none"> <li>e) relevant technical information and drawings, including a plan identifying the extent of the area to be resurfaced;</li> <li>f) details of drainage;</li> <li>g) details of materials to be used; and</li> <li>h) estimated programming and costs.</li> </ul>
<b>“Car Park Resurfacing Works”</b>	means the works to resurface the area shown on the Car Park Plan to be carried out in accordance with the approved Car Park Resurfacing Specification;
<b>“CAVAT Assessment”</b>	means the assessment of the value of any Tree to be removed in connection with the construction of the Development to be undertaken in accordance with the CAVAT Assessment Methodology and which shall calculate the CAVAT Compensation Amount for the Tree to be removed;
<b>“CAVAT Assessment Methodology”</b>	means the Capital Asset Value of Amenity Trees methodology produced by the London Tree Officers Associated dated January 2020 or any replacement thereof;
<b>“CAVAT Compensation Amount”</b>	means the compensation to be paid to the Council in connection with the removal of any Tree which is to be determined in accordance with the CAVAT Assessment and which is to be applied by the Council towards the provision of replacement trees;
<b>“Commencement”</b>	means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Development on the DCO Land other than operations consisting of Onshore Site Preparation Works and the terms "Commence" and "Commenced" and cognate expressions shall be construed accordingly;
<b>“Commencement Date”</b>	means the date of Commencement;
<b>“Council”</b>	means Portsmouth City Council;
<b>“DCO Land”</b>	means so much of the land within the Order limits as is within the administrative boundary of Portsmouth City Council as shown edged and shaded red on the DCO Land Plan

<b>“DCO Land Plan”</b>	means the plan located at Appendix 3 of this Undertaking;
<b>“Development”</b>	means those elements of the Project located in the UK and the UK Marine Area for which the DCO is granted;
<b>“Development Consent Order”</b>	means the AQUIND Interconnector Order 202[X] made by the Secretary of State for Business, Energy and Industrial Strategy on [XXX] and references to “ <b>DCO</b> ” shall be construed accordingly;
<b>“Dispute”</b>	means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Undertaking or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);
<b>“Expert”</b>	means an independent fit person holding qualifications appropriate in light of the subject matter of the dispute appointed in accordance with the provisions of clause 8 to determine a Dispute between the Council and the Undertaker under this Undertaking;
<b>“Farlington Playing Fields”</b>	means Farlington Playing Fields, Portsmouth, as shown on Plan 2;
<b>“Framework Management Plan for Recreational Impacts”</b>	means the Framework Management Plan for Recreational Impacts submitted to the Planning Inspectorate as part of the Application;
<b>“Index”</b>	means the Consumer Price Index published by the Office for National Statistics or any successors or amending body;
<b>“Index Linked”</b>	means increased (if applicable) in accordance with clause 12;
<b>“Onshore Site Preparation Works”</b>	means operations consisting of: <ul style="list-style-type: none"> <li>k) pre-construction archaeological investigations;</li> <li>l) environmental surveys and monitoring;</li> <li>m) site clearance;</li> <li>n) removal of hedgerows, trees and shrubs (excluding any Tree);</li> <li>o) investigations for the purpose of assessing ground conditions;</li> <li>p) remedial work in respect of any contamination or adverse ground conditions;</li> <li>q) receipt and erection of construction plant and equipment;</li> <li>r) the temporary display of site notices and advertisements;</li> <li>s) erection of temporary buildings, structures or enclosures; and</li> <li>t) Work No.2 (bb) (access junction and associated gated highway link);</li> </ul>

<b>“Operation”</b>	means the operation of the Development for the purpose for which it is designed after construction and commissioning is complete and the term “Operational” and cognate expressions shall be construed accordingly;
<b>“Pitch Reinstatement Works”</b>	means the reinstatement works to be carried out following the construction of the Development at each of the Playing Fields in accordance with the relevant Recreational Management Plan;
<b>“Plan 1”</b>	means the plan of Bransbury Park located at Appendix [5] of this Deed;
<b>“Plan 2”</b>	means the plan of Farlington Playing Fields located at Appendix [6] of this Deed;
<b>“Plan 3”</b>	means the plan of Zetland Field located at Appendix [7] of this Deed;
<b>“Plan 4”</b>	means the plan of Langstone Harbour Sports Ground located at Appendix [8] of this Deed;
<b>“Playing Field”</b>	<p>means each of the following areas:</p> <ul style="list-style-type: none"> <li>e) Bransbury Park (as shown hatched [green] on Plan [1]);</li> <li>f) Farlington Playing Fields (as shown hatched [green] on Plan [2]); and</li> <li>g) Zetland Field (as shown hatched [green] on Plan [3]);</li> <li>h) Langstone Harbour Sports Ground (as shown hatched [green] on Plan [4])</li> </ul> <p>together the “Playing Fields”;</p>
<b>“Post-Construction Pitch Realignment Works”</b>	means, in respect of Bransbury Park and Farlington Playing Fields only, the works to realign the sports pitches and/or move recreational equipment in accordance with the relevant approved Recreational Management Plan following completion of the Pitch Reinstatement Works at each of these Playing Fields;
<b>“Pre-Construction Pitch Realignment Works”</b>	means, in respect of Bransbury Park and Farlington Playing Fields only, the works to realign the sports pitches and/or move recreational equipment in accordance with the relevant approved Recreational Management Plan prior to the Commencement of construction works at each of these Playing Fields;
<b>“Project”</b>	means AQUIND Interconnector a new 2,000 MW subsea and underground High Voltage Direct Current (‘HVDC’) bi-directional electric power transmission link between the South Coast of England and Normandy in France;
<b>“Qualifying Interest”</b>	means such interest in the land sufficient to meet the requirements of Section 106(1) of the 1990 Act which shall include the Undertaker’s status as undertaker for the purposes of the DCO in accordance with the provisions of article 8(4)(a) of the DCO whereby the undertaker is deemed

to be a person interested in the DCO Land for the purposes of Section 106(1) of the 1990 Act;

**"Recreational Management Plan"**

means a plan prepared for each Playing Field in accordance with the Framework Management Plan for Recreational Impacts setting out details relating to the delivery of pitch reinstatement and realignment works and which shall include:

- (f) programming and costs for the Pre-Construction Pitch Realignment Works and the Post-Construction Pitch Realignment Works;
- (g) programming for the Pitch Reinstatement Works;
- (h) technical specifications for the Pitch Reinstatement Works;
- (i) scaled drawings as the Council may reasonably require; and
- (j) details of any drainage potentially affected by the construction of the Development.

**"Successor"**

means any person deriving title from the Undertaker in respect of its Qualifying Interest and for the purposes of Section 106(3)(b) of the 1990 Act shall include any person to whom powers are transferred further to Article 7 of the DCO;

**"Sports and Recreation Contribution"**

Means the sum of [[£100,000 (one hundred thousand pounds)] OR [£250,000 (two hundred and fifty thousand pounds)]] (Index Linked) to be paid to the Council for distribution to sports clubs within the Council's administrative area who will be directly affected by the Development as a result of the temporary loss of available sports pitches or to otherwise improve sporting and/or recreational facilities or projects in the Council's administrative area that see increased use due to the disruption caused by construction of the Development;

**"Temporary Construction Access"**

means such new temporary means of access or improved existing means of access within the DCO Land (including in the locations identified on the Access and Rights of Way Plans) as the Undertaker reasonably requires for the purposes of the construction of the Development;

**"Temporary Construction Access Completion Certificate"**

means a certificate to be issued by the Council pursuant to a Temporary Construction Access Highways Agreement to denote the completion of a Temporary Construction Access to the satisfaction of the Council;

**"Temporary Construction Access Highways Agreement"**

means an agreement to be entered into between the Undertaker and the Council pursuant to section 278 of the Highways Act 1980 in relation to the delivery of any Temporary Construction Access substantially in form located at Appendix 4;

**"Tree"**

means a tree which is located to any extent within the DCO Land and which is in the ownership of the Council;

**"Undertaker"**

means AQUIND Limited (company registration number 06681477) and any Successors.

**“Working Day”** means Monday to Friday excluding bank holidays and other public holidays.



- 1.2 In this Undertaking, unless stated otherwise:
- 1.2.1 reference to the masculine feminine and neuter genders shall include other genders;
  - 1.2.2 reference to the singular include the plural and vice versa unless the contrary intention is expressed;
  - 1.2.3 references to natural persons include firms, companies, corporations, and vice versa;
  - 1.2.4 references to the Council include any successors to the Council’s statutory functions as the local planning authority and/or local highway authority;
  - 1.2.5 references to the Undertaker shall include its Successors and its respective successors in respect of its Qualifying Interest (except where the contrary is expressly provided);
  - 1.2.6 references to “Work Nos.” or to a “Work No.” are references to the works forming part of the Development listed in Schedule 1 to the DCO;
  - 1.2.7 headings in this Undertaking are for reference purposes only and shall not be taken into account in its construction or interpretation;
  - 1.2.8 a reference to a clause, sub-clause, paragraph, sub-paragraph, Schedule, recital or appendix is (unless the context otherwise requires) a reference to the relevant clause, sub-clause, paragraph, sub-paragraph, Schedule, recital or appendix to this Undertaking;
  - 1.2.9 words denoting an obligation to do any act, matter or thing include an obligation to procure that it be done and words containing restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
  - 1.2.10 references in this Undertaking to any statute or statutory provision include references to:
    - (A) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Undertaking;
    - (B) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
    - (C) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
  - 1.2.11 where the Council is requested to give any approval, consent or agreement under this Undertaking then the Undertaker is entitled to request that any such approval, consent or agreement by the Council shall be given in writing and shall not be deemed to have been given unless given in writing;
  - 1.2.12 if any provision of this Undertaking shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Undertaking shall not in any way be deemed thereby to be affected, impaired or called into question;
  - 1.2.13 the recitals, table of contents and headings in this Undertaking are for convenience only and shall not affect its construction, interpretation or otherwise have any binding legal effect;

- 1.2.14 in the event of any conflict between the terms, conditions and provisions of this Undertaking and of any document appended hereto or referred to herein, the terms, conditions and provisions of this Undertaking shall prevail;
- 1.2.15 references to “notice” shall mean notice in writing;
- 1.2.16 references to “including” shall mean “including without limitation or prejudice to the generality of any description, defining terms or phrase preceding that word” and the word “include” and its derivatives shall be construed accordingly;
- 1.2.17 the Interpretation Act 1978 shall apply to this Undertaking; and
- 1.2.18 where any payment in this Undertaking is expressed to be payable before an event or activity that event or activity shall not commence until the relevant payment has been made and if the event or activity does commence prior to payment being made that act of commencement will be an unlawful breach of the Undertaking.

## 2. **LEGAL EFFECT**

- 2.1 This Undertaking entered into by deed contains planning obligations that are development consent obligations for the purposes of section 106 of the 1990 Act and is also entered into pursuant to section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other powers so enabling.
- 2.2 The Undertaker acknowledges that the planning obligations contained within this Undertaking are enforceable by the Council as local planning authority in accordance with section 106(3) of the 1990 Act against:
  - 2.2.1 the Undertaker in respect of its Qualifying Interest in the DCO Land as bound under clause 3; and
  - 2.2.2 the Undertaker’s Successors to its Qualifying Interest in the DCO Land as bound under clause 3.

## 3. **LAND BOUND**

- 3.1 Subject to clause 4 (Conditionality) and clause 6 (Release and Expiry) the planning obligations in this Undertaking bind the DCO Land.
- 3.2 The planning obligations contained in this Undertaking will not be enforceable against any other owner of any land interest in the DCO Land who is not a party to this Undertaking nor against any successors in title to or any person claiming through or under the other such owner’s interest in the DCO Land (save for the Undertaker) unless that person itself undertakes any part of the Development.
- 3.3 The planning obligations contained in this Undertaking shall not be enforceable against any mortgagee or chargee of the whole or any part of the DCO Land from time to time or any person deriving title from such mortgagee or chargee unless and until any such party takes possession of the DCO Land (or any part thereof to which such obligation relates) in which case it will be bound by the obligations as a person deriving title from the Undertaker PROVIDED THAT neither any mortgagee or chargee or person deriving title through such mortgagee or chargee will be liable for any breach of the obligations contained in this Undertaking unless committed at a time when that person is in possession of the DCO Land (or any part thereof to which such obligation relates).

## 4. **CONDITIONALITY**

- 4.1 Subject to clauses 4.2 and 4.3, none of the terms, conditions or provisions of this Undertaking shall have operative effect unless and until the Development has been Commenced.
- 4.2 Where the Development Consent Order becomes the subject of any judicial review proceedings:

- 4.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Undertaking will remain without operative effect unless the Development has been Commenced;
  - 4.2.2 if following the final determination of such proceedings the Development Consent Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused, this Undertaking will cease to have any further effect; and
  - 4.2.3 if following the final determination of such proceedings the Development Consent Order is capable of being Commenced, then this Undertaking will take effect in accordance with its terms.
- 4.3 Wherever in this Undertaking reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:
- 4.3.1 proceedings by way of judicial review are finally determined:
  - 4.3.2 when permission to make a claim for judicial review has been refused and no further application to seek permission to make such a claim may be made;
  - 4.3.3 when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
  - 4.3.4 when any appeal is finally determined and no further appeal may be made.

## 5. **UNDERTAKER'S COVENANTS**

- 5.1 The Undertaker covenants to observe and perform or cause to be observed and performed the obligations on the part of the Undertaker contained in Schedule 1 at the times and in the manner provided therein.
- 5.2 The Undertaker covenants to serve written notice to the Council at least twenty Working Days in advance of the proposed Commencement Date.
- 5.3 Where the proposed Commencement Date provided in clause 5.2 does not take place, the Undertaker covenants to provide written notice to the Council of the revised date as soon as is reasonably practicable and in any event at least 10 Working Days in advance of the revised date.

## 6. **RELEASE AND EXPIRY**

- 6.1 The Undertaker shall not be liable for a breach of any of its obligations under this Undertaking after it has parted with all of its interests in the DCO Land (including Qualifying Interests) or the part in respect of which the breach arises (as the case may be) save in either case for antecedent breaches.
- 6.2 If the Development Consent Order expires without having been Commenced or is revoked prior to the Commencement Date then this Undertaking shall forthwith determine and cease to have effect.
- 6.3 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the DCO Land in accordance with a planning permission or development consent order or other statutory authority (other than the DCO) granted (whether or not on appeal) after the date of this Undertaking.
- 6.4 No Successor to the Undertaker shall be liable for any breach of any obligation which occurs in relation to any area of the DCO Land which that Successor does not own or control or which is carried out by any person other than that Successor.
- 6.5 Upon the performance discharge or other fulfilment of the covenants and obligations (or any of them) of the Undertaker or Successor under the terms of this Undertaking such covenant, obligation or obligations shall absolutely cease and determine save in respect of any antecedent breach.

**7. LOCAL LAND CHARGES**

7.1 This Undertaking is a local land charge and may be registered as such by the Council.

**8. RESOLUTION OF DISPUTES**

8.1 In the event of any Dispute between the Council and the Undertaker ("the Parties") arising out of this Undertaking such Dispute may by service of a notice on the other party (the "Notice") be referred to an Expert for determination.

8.2 The Notice must specify:

8.2.1 the nature, basis and brief description of the Dispute;

8.2.2 the clause or paragraph of this Undertaking pursuant to which the Dispute has arisen; and

8.2.3 the proposed Expert.

8.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either party may request the President of the Law Society to nominate the Expert at their joint expense, and the Parties shall request that such nomination shall be made within 10 Working Days of the request, and any failure for such nomination to be made within 10 Working Days shall entitle any party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England and Wales instead.

8.4 If the appointed Expert is or becomes unable or unwilling to act, any party may within 5 Working Days of the Expert being or becoming unable or unwilling to act, serve a notice on all the other Parties proposing a replacement Expert and the Parties will follow the process at Clause 8.3 to settle the appointment of the replacement Expert.

8.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the Parties to the Dispute in equal shares.

8.6 The Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision.

8.7 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 30 Working Days from the date of his appointment to act.

8.8 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 10 Working Days in respect of any such submission and material.

8.9 Nothing in this Undertaking shall fetter any right of the Council or the Undertaker to bring an action in Court.

**9. NOTICES**

9.1 Any notice, consent or approval or other communication required to be given under or in connection with this Undertaking must be in writing and shall be addressed as provided for in clause 9.3.

9.2 Any such notice must be delivered by hand (including by courier or process server) or by pre-paid recorded delivery post and shall conclusively be deemed to have been received:

9.2.1 if delivered by hand, upon delivery at the relevant address; and

9.2.2 if sent by first class post, at 9:00 a.m. on the second Working Day after the date of posting,

except that where any such notice or other communication is or would be deemed to be received after 5:30 p.m., such notice shall be deemed to be received at 9:00 a.m. on the next Working Day.

9.3 Subject to clause 9.4, the address, relevant addressee and reference for each party are:

9.3.1 in the case of the Council:

Address: Portsmouth City Council, Planning & Highways  
Department, Civic Offices, Guildhall Square, Portsmouth  
PO1 2AL with a copy also sent by e-mail to  
ian.maguire@portsmouthcc.gov.uk.

Relevant addressee: Director of Planning & Economic Growth

Reference: AQUIND Interconnector S106

9.3.2 For the Undertaker:

Address: AQUIND Limited, 78 Pall Mall, London, SW1Y 5ES with a  
copy also sent by e-mail to  
kirill.glukhovskoy@aquind.co.uk.

Relevant addressee: Kirill Glukhovskoy – Managing Director

Reference: AQUIND Interconnector S106

9.4 Any party may give notice of a change to its name, address, or relevant addressee for the purposes of this clause 9 provided that such notification shall only be effective on:

9.4.1 the date specified in the notification as the date on which the change is to take place; or

9.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which the notice is received or deemed to be received, the fifth Working Day after the notice of any such change is given.

## 10. GOOD FAITH, GOOD PRACTICE AND REASONABLENESS

10.1 The Undertaker agrees to act reasonably and in good faith in the fulfilment of its obligations in this deed .

## 11. COMMUNITY INFRASTRUCTURE LEVY

11.1 The Undertaker acknowledges that the planning obligations contained in this Undertaking are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and thus satisfy the three tests set out in regulation 122(2)(a) – (c) of the Community Infrastructure Regulations 2010.

## 12. INDEXATION

12.1 Any sum which is referred to in this Undertaking as Index Linked and required to be paid by the Undertaker to the Council shall be increased by an amount equivalent to the increase in the Index from 8 March 2021 until the date on which such sum is payable in accordance with the following formula:

$$A \times (B/C) = D$$

Where:

**A** is the amount of money to be paid pursuant to this Undertaking on 8 March 2021

**B** is the figure shown in the Index for the period immediately prior to the date on which the sum concerned is due to be paid in accordance with the provisions of this Undertaking

C is the figure shown in the Index for the period immediately prior to 8 March 2021; and  
D is the uplifted indexed amount of money required to be paid to the Council.

**PROVIDED THAT** if the Index is no longer maintained then the above formula will be applied mutatis mutandis (so far as it relates to periods after it ceases to be maintained) by reference to such other publication or index as may be agreed from time to time between the Undertaker and the Council or determined by an Expert pursuant to Clause 8.

**13. INTEREST ON LATE PAYMENTS**

13.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding 5 Working Days the Undertaker shall pay to the Council interest thereon at the interest rate of four percent per annum above the base lending rate of National Westminster Bank plc from the date when the same became due until payment thereof.

**14. VAT**

14.1 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any VAT properly payable in respect thereof.

14.2 The Undertaker acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the payments made under this Undertaking then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Undertaker in respect of any taxable supplies properly incurred under this Undertaking and the VAT shall be paid by the Undertaker accordingly following the receipt of a valid VAT invoice.

**15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

15.1 Without prejudice to clauses 1.2.4 and 1.2.5, a person who is not a party to this Undertaking (save for the Council) does not have any right to enforce any term of this Undertaking under the Contract (Rights of Third Parties) Act 1999.

**16. JURISDICTION**

16.1 This Undertaking including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

16.2 This Undertaking is given on the basis that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Undertaking or its subject matter or formation (including non-contractual disputes or claims).

**17. DATE OF DELIVERY**

17.1 This Undertaking is delivered on the date of this Undertaking.

## **SCHEDULE 1 UNDERTAKER OBLIGATIONS**

### **1. CAR PARK RESURFACING**

- 1.1 The Undertaker shall submit the Car Park Resurfacing Specification to the Council for approval prior to the Commencement of construction works in relation to Work No. 5 for the Council to consider whether either the Undertaker or the Council shall carry out the Car Park Resurfacing Works.
- 1.2 If the Council gives the Undertaker notice that the Undertaker must carry out the Car Park Resurfacing Works, then the Undertaker shall do so in accordance with the Car Park Resurfacing Specification approved and shall use reasonable endeavours to carry out those works in accordance with the programme set out in the approved Car Park Resurfacing Specification and in any event shall ensure that the Car Parking Resurfacing Works are carried out prior to the Operation of the Development.
- 1.3 If the Council gives the Undertaker notice that the Council will carry out the Car Park Resurfacing Works then the Undertaker shall make reasonable endeavours to agree the estimated full reasonable costs to the Council of carrying out the Car Park Resurfacing Works and the Undertaker must pay that reasonable sum to the Council within 10 Working Days of agreement or in any event prior to the Operation of the Development.
- 1.4 For the avoidance of doubt, whether the Council instructs the Undertaker to proceed in accordance with paragraph 1.2 or 1.3 of this Schedule 1, the full costs of the Car Park Resurfacing Works shall be borne by the Undertaker.

### **2. HIGHWAY TREES**

- 2.1 The Undertaker shall not remove any Tree in connection with the construction of the Development unless the Undertaker has submitted to the Council a CAVAT Assessment for that Tree.
- 2.2 The Undertaker must within not more than 20 Working Days of the date of removal of any Tree pay to the Council the CAVAT Compensation Amount in accordance with the CAVAT Assessment for that Tree pursuant to paragraph 2.1 of this Schedule.

### **3. TEMPORARY CONSTRUCTION ACCESSES**

- 3.1 The Undertaker shall not Commence the construction of any Temporary Construction Access unless and until it has entered into a Temporary Construction Access Highways Agreement with the Council in relation to that Temporary Construction Access.
- 3.2 The Undertaker shall not permit the use of any Temporary Construction Access for the purposes of constructing the Development unless and until that Temporary Construction Access has been completed and the Council has issued the Temporary Construction Access Completion Certificate in relation to it.

### **4. SPORTS AND RECREATION CONTRIBUTION**

- 4.1 The Undertaker covenants not to Commence the construction of any part of Work No. 4 on the DCO Land unless and until it has paid the Sports and Recreation Contribution to the Council.

### **5. SPORTS PITCH REALIGNMENT AND REINSTATEMENT**

- 5.1 The Undertaker shall submit a Recreational Management Plan to the Council for approval in respect of each Playing Field for not less than 30 Working Days' consideration by the

- Council and prior to Commencement of any works under Work No.4 at the relevant Playing Field;
- 5.2 The Undertaker shall not Commence any construction works on the relevant Playing Field unless and until the Council has approved the Recreational Management Plan in respect of that Playing Field.
- 5.3 Following approval of the Recreational Management Plan in respect of a Playing Field by the Council the Undertaker shall give not less than 1 month's notice of its intention to Commence those works under Work No. 4 at the relevant Playing Field.
- 5.4 The Undertaker shall at its own cost carry out:
- 5.4.1 the Pre-Construction Pitch Realignment Works prior to the anticipated start date of the Work No. 4 construction works at Bransbury Park and Farlington Playing Fields;
- 5.4.2 the Pitch Reinstatement Works following completion of the Work No. 4 construction works at the relevant Playing Field;
- 5.4.3 the Post-Construction Pitch Realignment Works following the completion of the relevant Pitch Reinstatement Works at Bransbury Park and Farlington Playing Fields;
- 5.4.4 if required by the Council the removal and reinstatement of the single goal at Zetland Field;
- 5.5 The works carried out pursuant to paragraph 5.4 shall in each case be carried out in accordance with the relevant approved Recreational Management Plan PROVIDED THAT the Undertaker may at any time submit an alternative Recreational Mitigation Plan to the Council for approval should it wish to vary the Pre-Construction Pitch Realignment Works or the manner to timing of working.
- 5.6 Prior to Commencement of Work No. 4 the Undertaker shall make reasonable endeavours to secure the Council's agreement to the re-provision of playing pitches outside of the DCO Land upon appropriate alternative sites for pitches (including realignment of existing pitches outside the DCO Land) to mitigate as far as reasonably possible the loss of playing pitches due to construction of the Development and FURTHER the Undertaker shall pay the Council's full costs for undertaking the said re-provision of playing pitches.

6. **PROVISION OF LOCAL AUTHORITY RESOURCES ARISING FROM DCO DEMANDS**

- 6.1 The Undertaker covenants irrevocably to comply at all times with the two Planning Performance Agreements between the Undertaker and the Council dated

\_\_\_\_\_ 2021

that make provision for the Council to charge the Undertaker for its time spent considering the applications, approvals, consents, permissions etc. arising from the DCO, such costs being in accordance with clause 11 as well as material matters that serve a planning purpose by reason of ensuring the acceptability of the forthcoming details of the Development, related to the development as costs arising from the Development and the provisions of the DCO, and being reasonable obligations in light of the exceptional burden that they place on the Council's resources.

**IN WITNESS** whereof this Undertaking has been duly executed by the Undertaker as a deed on the date which appears at the head of this Undertaking.

**SIGNED** as a **DEED** by )  
**AQUIND LIMITED** )  
acting by two directors or one director )  
and the company secretary: )

Director

Director/Secretary



**APPENDIX 9  
CARK PARK PLAN**

PCC DRAFT

**APPENDIX 10  
CAR PARK RESURFACING OUTLINE SPECIFICATION AND PLANS**

The Car Park Resurfacing Specification shall include:

- Car park layout to provide a minimum of 121 spaces, using formal parking space dimensions of 2.4m by 4.8m.
- Car park aisles and access road to be constructed using Asphalt as shown on standard detail drawing AQ-UK-DCO-DI-SD-001. Exact details of sub-base, binder course and base course depths will need to be confirmed during detailed design.
- Car parking spaces to be constructed from Grasscrete / Grassblock or a similar modular pre-cast concrete system. See drawing AQ-UK-DCO-DI-SD-001 for typical Grasscrete construction. Exact details will need to be confirmed during detailed design.

PCC DRAFT

PCC DRAFT

APPENDIX 11  
DCO LAND PLAN

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PCC DRAFT

APPENDIX 12 TEMPORARY CONSTRUCTION ACCESS HIGHWAYS AGREEMENT

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APPENDIX 13 BRANSBURY PARK PLAN

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PCC DRAFT

APPENDIX 14 FARLINGTON PLAYING FIELDS PLAN

PCC DRAFT

PCC DRAFT

APPENDIX 15 ZETLAND FIELD PLAN

PCC DRAFT

PCC DRAFT

APPENDIX 16 LANGSTONE HARBOUR SPORTS GROUND PLAN

PCC DRAFT

**DATED** \_\_\_\_\_ **2020**

**(1) AQUIND LIMITED**  
**(2) PORTSMOUTH CITY COUNCIL**

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**PLANNING PERFORMANCE AGREEMENT**

in relation to the proposed electrical  
interconnector between France and the UK

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**BETWEEN:**

- (1) **AQUIND LIMITED** (company registration number 06681477) whose registered office is at OGN House, Hadrian Way, Wallsend NE28 6HL (the "**Developer**"); and
- (2) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Walk, PO1 2AL (the "**Council**")  
(each a "**Party**" and together, the "**Parties**")

**RECITALS:**

- (A) The Developer has submitted an application for a development consent order ("**DCO**") to the Secretary of State for Business, Energy & Industrial Strategy (the "**DCO Application**") in respect of the development described in Schedule 1 (the "**Project**"). The terrestrial elements of the project are to be located between Eastney, Portsmouth and the National Grid Substation at Lovedean (the "**Site**"), being part of a project comprising a high voltage direct current electrical interconnector between France and the UK.
- (B) The Council is a local planning authority for an administrative area that will if the DCO is made host part of the Project and therefore will play a key role in the DCO Application process.
- (C) The proper discharge of the Council's various statutory functions as a local planning authority arising as a result and relating to the DCO Application will require considerable resources and it is important that the Council perform their statutory functions, both for the Developer and for all others, promptly, thoroughly, fairly and impartially.
- (D) This Planning Performance Agreement (the "**PPA**") is entered into to secure the timely and diligent project management of the DCO Application by the Council in its capacity as a local planning authority and covers the pre-application and examination stages of the DCO Application. It aims to provide a project management framework and timetable to speed up the planning process by making clear what level of resources and actions are required to ensure that all key planning issues are properly considered and resolved without any impact on the Council's ability to discharge their statutory functions satisfactorily.

**IT IS AGREED** as follows:

1. **GENERAL PRINCIPLES**

The principles of this PPA are ones of pro-active engagement and consistency through the negotiation and determination of the DCO Application. The Council and the Developer agree to be governed at all times by the following general principles:

- 1.1 **Principle 1:** respect, pro-active engagement and confidentiality: To work together in a pro-active manner, in good faith and to respect each other's interests and confidentiality.
- 1.2 **Principle 2:** agree timescales: To agree reasonable timescales for the submission of information and to honour the deadlines agreed so as to comply with the timescales for the examination of the DCO Application.
- 1.3 **Principle 3:** transparency and consistency: To be transparent and consistent in decision making throughout the process, so as to achieve outcomes that are justified and understood.
- 1.4 **Principle 4:** engage in effective consultation: To put in place a clear consultation process to ensure appropriate consultation with the local community, businesses, statutory bodies and other stakeholders.
- 1.5 **Principle 5:** Team continuity: Where possible, key members of the team for both Parties will remain as agreed. If personnel changes occur, new team members will aim to continue the work as seamlessly as possible.

## 2. **LEGAL EFFECT**

- 2.1 This PPA is made pursuant to Section 111 of the Local Government Act 1972 Section 93 of the Local Government Act 2003 and Section 1 of the Localism Act 2011.
- 2.2 Nothing in this PPA shall restrict nor inhibit the Council from properly exercising its role as local planning authority.
- 2.3 This PPA covers the pre-application stage and the examination stage of the DCO Application and will apply with effect from the date this PPA is signed (the "Commencement Date") and shall remain in force until such time as the Secretary of State for Business, Energy & Industrial Strategy provides their decision on the DCO Application or it is terminated in accordance with Clause 6 of this PPA.

## 3. **THE DEVELOPER'S OBLIGATIONS**

- 3.1 The Developer agrees to use its reasonable endeavours to:
  - 3.1.1 comply with the Performance Standards set out in Schedule 2;
  - 3.1.2 work with the Council to agree the scope of the work packages as provided for at Schedule 5 (the "**Works Packages**");
- 3.2 The Developer agrees to:
  - 3.2.1 pay the Council £5,000 (five thousand pounds) (the "**Processing Fee**") upon completion of this PPA to enable the Council to allocate an officer to consider and agree the contents of Work Packages and monitor the Council's performance against this PPA.
  - 3.2.2 pay the Council's actual incurred costs in relation to work carried out by the Council in relation to the Project **up to and including the day before the commencement of the examination (7 September 2020)** (including but not limited to the Statement of Community Consultation) to be calculated based on an agreed rate of £79 per hour (exclusive of VAT) which is reflective of the not-for-profit cost of the Council's costs (and £250 per hour inclusive of VAT in relation to external consultants' fees) within 28 days following the provision of detailed timesheets where such timesheets are provided within not more than 28 days of the date of this PPA;
  - 3.2.3 pay the Council's actual incurred costs as set out in accordance with an agreed Work Package and to be calculated based on an agreed rate of £79 per hour (exclusive of VAT) which is reflective of the not-for-profit cost of the Council's costs within 28 days following the provision of detailed timesheets or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council; and
  - 3.2.4 where prior express approval for such costs has been obtained by the Council from the Developer pay to the Council the costs of external consultants for the carrying out of tasks in accordance with the agreed Work Packages which shall not be more than £250 per hour (inclusive of VAT) within 28 days following the provision of detailed timesheets and invoices or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council.

## 4. **THE COUNCIL'S OBLIGATIONS**

- 4.1 Without prejudice to the proper performance of its statutory functions and legal obligations as a local planning authority, the Council agrees to use its reasonable endeavours to:
  - 4.1.1 Designate a dedicated planning officer who shall be responsible for carrying out or coordinating the Council's functions in accordance with this PPA;
  - 4.1.2 Comply with the Performance Standards set out in Schedule 3; and
  - 4.1.3 Work with the Developer to agree the scope of the Work Packages.

4.2 The Council agrees to provide the Developer with detailed timesheets relating to the agreement of the Work Packages and the monitoring of the Council's performance against this PPA within 28 days following the earlier of:

4.2.1 The termination of this PPA in accordance with Clause 6;

4.2.2 The date on which the Secretary of State for Business, Energy & Industrial Strategy provides their decision on the DCO Application,

and to repay any part of the Processing Fee which remains unspent within 28 days of a request from the Developer.

## 5. **AMENDMENT AND REVIEW**

5.1 Amendments to this PPA may be agreed in writing between the Parties at any time, acting reasonably.

## 6. **BREACH AND TERMINATION**

6.1 If either Party considers that the principles and intentions of this PPA are not being followed, it will draw this to the attention of the other Party. The other Party will then have a period of not less than 10 working days within which to comment on and / or address the concerns raised.

6.2 In the event that there is a material failure by either Party to comply with the terms of this PPA, the other Party may terminate the agreement immediately upon the giving of written notice to this effect to the Party in breach, provided always the breach is within the control of the Party that is in breach and is incapable of being remedied.

6.3 The Developer may at any time and at its own discretion terminate this PPA by giving not less than one month's notice in writing to the Council.

6.4 Should any party terminate the PPA in accordance with this clause 6, the Developer agrees to pay the Council's costs and fees incurred lawfully pursuant to this PPA up to the termination date.

## 7. **CONFIDENTIALITY**

7.1 It is accepted by the Parties that implementation of the PPA will require trust. The process may also require the submission of confidential commercial information which should not be disclosed to any third party without the consent of the Developer.

7.2 This clause 7 shall not affect the Council's duty to disclose information where it is required by law to do so following a Freedom of Information or Environmental Information Regulations request for information held by the Council.

7.3 Where the Council receives any requests under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 for any information concerning the Project, it shall consult the Developer prior to release of any requested information and shall have proper regard to any representations made by the Developer.

7.4 Following the issue of the decision on whether to make the DCO by the Secretary of State for Business, Energy & Industrial Strategy in respect of the Project the Developer may require, via written notice, the Council to return or destroy all confidential information and the Council agrees that upon receipt of such a request it shall return or destroy all confidential information as requested.

## 8. **THIRD PARTY RIGHTS**

8.1 Any person who is not a party to this PPA has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this PPA.

## 9. **REASONABLENESS**

9.1 Unless expressly stated otherwise where under this PPA any approval, agreement or action is required to be given by, reached or taken by any Party or any response is

requested by any such approval, agreement or action, it will not be unreasonably withheld or delayed and the Parties will act reasonably at all times.

10. **JURISDICTION**

- 10.1 This PPA is governed by and shall be interpreted in accordance with the law of England and Wales.
- 10.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

This PPA has been entered into on the date stated at the beginning of this PPA.

Signed for and on behalf of

**AQUIND LIMITED**

Director .....

Signed by (Print name).....

Signed for and on behalf of

**PORTSMOUTH CITY COUNCIL**

Representative.....

Signed by (Print name).....

## SCHEDULE 1

### PROJECT DESCRIPTION

1. The UK elements of the Project comprise:
  - 1.1 works at the existing National Grid Lovedean substation in Hampshire where AQUIND Interconnector will connect to the existing GB grid;
  - 1.2 underground alternating current (**AC**) cables, connecting Lovedean substation to the proposed nearby converter station;
  - 1.3 the construction of a converter station comprising a mix of buildings and outdoor electrical equipment. The building roofline will vary in height but will measure approximately between 22m – 26m at its peak and may also include lightning masts; and
  - 1.4 two pairs of underground high voltage direct current (**DC**) cables together with smaller diameter fibre optic cables for data transmission from the proposed landfall site in Eastney (in Portsmouth) to the converter station at Lovedean, approximately 20km in length. The intention is to locate the cables within existing highway or road verges where practicable. Signal enhancing and management equipment may also be required along the land cable route in connection with the fibre optic cables.
  - 1.5 four submarine cables between England and France, which can be bundled in pairs, and small diameter fibre optic cables for data transmission. The offshore cable route can be divided into the following sections:
    - 1.5.1 approximately 47km within the UK territorial limit, i.e. 12 nautical miles from the mean high water mark; and
    - 1.5.2 approximately 53km from the UK territorial limit to the boundary of the Exclusive Economic Zone (EEZ).

## **SCHEDULE 2**

### **THE DEVELOPER'S PERFORMANCE STANDARDS**

The Developer agrees to use its reasonable endeavours to achieve the following performance standards at all times:

1. To comply with the General Principles provided at Clause 1 and to facilitate the Council's compliance with the General Principles.
2. To provide the Council with such additional information as may be requested within 5 working days of such written request from the Council (or such other time period as may be agreed) in order to enable the Council to discharge its responsibilities;
3. To provide to the Council at least 5 working days prior to any meeting all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified; and
4. To provide to the Council within 5 working days of any meeting, the minutes or action points arising from that meeting.
5. To provide a decision on the approval of external consultants by the Council in accordance with Schedule 3 paragraph within 5 working days of receiving such a request and such a request will be deemed granted if no reply is received within that time.

## **SCHEDULE 3**

### **THE COUNCIL'S PERFORMANCE STANDARDS**

In addition to its statutory obligations, the Council agrees to use its reasonable endeavours to achieve the following performance standards at all times:

1. To comply with the General Principles provided at Clause 1 and to facilitate the Developer's compliance with the General Principles.
2. To respond substantively to all emails, letters and telephone calls in relation to the Project within 5 working days of receipt, whether received from the Developer or the Planning Inspectorate and where it is not reasonable for a response to be provided within that timeframe notify the Developer of this and agree a longer timescale.
3. When providing comments on technical aspects the Council shall use reasonable endeavours to ensure these responses are provided within no more than 10 working days and where it is not reasonable for a response to be provided within that timeframe notify the Developer of this and agree a longer timescale. Where circumstances beyond the reasonable control of the Council prevent its compliance with this Performance Standard, the Council shall in each case notify the Developer of such circumstances;
4. Notify the Developer at least 5 working days prior to any public meeting of the Committee at which any report or matter relevant to the Project will be discussed and / or considered (or in the event such meetings are scheduled less than 5 working days before they are to occur as soon as reasonably practicable thereafter and in any event prior to the meeting of the Committee taking place) and to provide the Developer with a copy of any report to the Committee at that time or where any such report has not been published at that time as soon as reasonably practicable thereafter and in any event prior to the meeting of the Committee taking place;
5. Not to appoint external consultants to deliver any elements of the Work Packages (as specified in Schedule 5) without the Developer's express prior approval (such request for prior approval to contain a description of the scope of works to be carried out by the external consultant, a description of the experience of the persons proposed to be appointed to confirm their suitability to carry out the scope of works, the rates to be charged by them and a fee estimate for carrying out the scope of works) save that the Council need not inform the Developer of the appointment of external consultants where any external consultants are to be appointed at the Council's own expense; and
6. To invoice the Developer in respect of the reasonable costs incurred on a monthly basis as agreed from time to time. The Council shall accompany its invoices with timesheets and copies of any invoices from selected consultants during the period covered by the invoice.

## SCHEDULE 4

### PROJECT PROGRAMME AND DECISION MAKING FRAMEWORK

#### 1. DEVELOPER: PROJECT CORE TEAM

<b>Name</b>	<b>Position and Role</b>	<b>Contact Details</b>
Kath Haddrell	Associate Director Planning Manager	<a href="mailto:kath.haddrell@wsp.com">kath.haddrell@wsp.com</a> Tel: 0121 352 4755 Mob: 07387 064549
Greg Irvine	Principal Environmental Consultant Environment Manager	<a href="mailto:Greg.irvine@wspgroup.com">Greg.irvine@wspgroup.com</a> Tel: 020 3116 6285 Mob: 07980 691 682

#### 2. COUNCIL: CORE TEAM

<b>Name</b>	<b>Position and Role</b>	<b>Contact Details</b>
<b>Edward Chetwyn- Stapylton</b>	<b>Planning - Team Leader</b>	<a href="mailto:Edward.CS@portsmouthcc.gov.uk">Edward.CS@portsmouthcc.gov.uk</a> 07468 354090
Paddy May	Corporate Strategy Manager	<a href="mailto:paddy.may@portsmouthcc.gov.uk">paddy.may@portsmouthcc.gov.uk</a> Tel: 023 9283 4324

**SCHEDULE 5**  
**WORK PACKAGES**

**1. AGREED WORK PACKAGES**

1.1 A Work Package will detail the scope of each task and associated costs in relation to each individual topic.

1.2 Work Packages which may be agreed as part of this PPA are:

1.2.1 Section 106/Development Consent Obligation

1.2.2 DCO Requirements

1.2.3 Statements of Common Ground

1.3 Each Work Package shall be proposed in the form provided in Schedule 6, and shall include all of the requested information.

**2. ADDITIONAL WORK PACKAGES**

2.1 In addition to the Work Packages agreed in Paragraph 1 (above), the Developer or the Council may submit to the other Party for approval additional Work Packages.

2.2 Each additional Work Package shall be proposed in the form provided in Schedule 6, and shall include all of the requested information.



Signed on behalf of the Council by: [

]; .....

**DATED** \_\_\_\_\_ **2020**

**(1) AQUIND LIMITED**  
**(2) PORTSMOUTH CITY COUNCIL**

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**PLANNING PERFORMANCE AGREEMENT**

in relation to the proposed electrical  
interconnector between France and the UK

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**BETWEEN:**

- (1) **AQUIND LIMITED** (company registration number 06681477) whose registered office is at OGN House, Hadrian Way, Wallsend NE28 6HL (the "**Developer**"); and
- (2) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Walk, PO1 2AL (the "**Council**")  
(each a "**Party**" and together, the "**Parties**")

**RECITALS:**

- (A) The Developer has submitted an application for a development consent order ("**DCO**") to the Secretary of State for Business, Energy & Industrial Strategy (the "**DCO Application**") in respect of the development described in Schedule 1 (the "**Project**"). The terrestrial elements of the project are to be located between Eastney, Portsmouth and the National Grid Substation at Lovedean (the "**Site**"), being part of a project comprising a high voltage direct current electrical interconnector between France and the UK.
- (B) The Council is a local planning authority for an administrative area that will if the DCO is made host part of the Project and therefore will play a key role in the DCO Application process.
- (C) The proper discharge of the Council's various statutory functions as a local planning authority arising as a result and relating to the DCO Application will require considerable resources and it is important that the Council perform their statutory functions, both for the Developer and for all others, promptly, thoroughly, fairly and impartially.
- (D) This Planning Performance Agreement (the "**PPA**") is entered into to secure the timely and diligent project management of the DCO Application by the Council in its capacity as a local planning authority and covers the pre-application and examination stages of the DCO Application. It aims to provide a project management framework and timetable to speed up the planning process by making clear what level of resources and actions are required to ensure that all key planning issues are properly considered and resolved without any impact on the Council's ability to discharge their statutory functions satisfactorily.

**IT IS AGREED** as follows:

1. **GENERAL PRINCIPLES**

The principles of this PPA are ones of pro-active engagement and consistency through the negotiation and determination of the DCO Application. The Council and the Developer agree to be governed at all times by the following general principles:

- 1.1 **Principle 1:** respect, pro-active engagement and confidentiality: To work together in a pro-active manner, in good faith and to respect each other's interests and confidentiality.
- 1.2 **Principle 2:** agree timescales: To agree reasonable timescales for the submission of information and to honour the deadlines agreed so as to comply with the timescales for the examination of the DCO Application.
- 1.3 **Principle 3:** transparency and consistency: To be transparent and consistent in decision making throughout the process, so as to achieve outcomes that are justified and understood.
- 1.4 **Principle 4:** engage in effective consultation: To put in place a clear consultation process to ensure appropriate consultation with the local community, businesses, statutory bodies and other stakeholders.
- 1.5 **Principle 5:** Team continuity: Where possible, key members of the team for both Parties will remain as agreed. If personnel changes occur, new team members will aim to continue the work as seamlessly as possible.

## 2. **LEGAL EFFECT**

- 2.1 This PPA is made pursuant to Section 111 of the Local Government Act 1972 Section 93 of the Local Government Act 2003 and Section 1 of the Localism Act 2011.
- 2.2 Nothing in this PPA shall restrict nor inhibit the Council from properly exercising its role as local planning authority.
- 2.3 This PPA covers the pre-application stage and the examination stage of the DCO Application and will apply with effect from the date this PPA is signed (the "Commencement Date") and shall remain in force until such time as the Secretary of State for Business, Energy & Industrial Strategy provides their decision on the DCO Application or it is terminated in accordance with Clause 6 of this PPA.

## 3. **THE DEVELOPER'S OBLIGATIONS**

- 3.1 The Developer agrees to use its reasonable endeavours to:
  - 3.1.1 comply with the Performance Standards set out in Schedule 2;
  - 3.1.2 work with the Council to agree the scope of the work packages as provided for at Schedule 5 (the "**Works Packages**");
- 3.2 The Developer agrees to:
  - 3.2.1 pay the Council £5,000 (five thousand pounds) (the "**Processing Fee**") upon completion of this PPA to enable the Council to allocate an officer to consider and agree the contents of Work Packages and monitor the Council's performance against this PPA.
  - 3.2.2 pay the Council's actual incurred costs in relation to work carried out by the Council in relation to the Project **up to and including the day before the commencement of the examination (7 September 2020)** (including but not limited to the Statement of Community Consultation) to be calculated based on an agreed rate of £79 per hour (exclusive of VAT) which is reflective of the not-for-profit cost of the Council's costs (and £250 per hour inclusive of VAT in relation to external consultants' fees) within 28 days following the provision of detailed timesheets where such timesheets are provided within not more than 28 days of the date of this PPA;
  - 3.2.3 pay the Council's actual incurred costs as set out in accordance with an agreed Work Package and to be calculated based on an agreed rate of £79 per hour (exclusive of VAT) which is reflective of the not-for-profit cost of the Council's costs within 28 days following the provision of detailed timesheets or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council; and
  - 3.2.4 where prior express approval for such costs has been obtained by the Council from the Developer pay to the Council the costs of external consultants for the carrying out of tasks in accordance with the agreed Work Packages which shall not be more than £250 per hour (inclusive of VAT) within 28 days following the provision of detailed timesheets and invoices or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council.

## 4. **THE COUNCIL'S OBLIGATIONS**

- 4.1 Without prejudice to the proper performance of its statutory functions and legal obligations as a local planning authority, the Council agrees to use its reasonable endeavours to:
  - 4.1.1 Designate a dedicated planning officer who shall be responsible for carrying out or coordinating the Council's functions in accordance with this PPA;
  - 4.1.2 Comply with the Performance Standards set out in Schedule 3; and
  - 4.1.3 Work with the Developer to agree the scope of the Work Packages.

4.2 The Council agrees to provide the Developer with detailed timesheets relating to the agreement of the Work Packages and the monitoring of the Council's performance against this PPA within 28 days following the earlier of:

4.2.1 The termination of this PPA in accordance with Clause 6;

4.2.2 The date on which the Secretary of State for Business, Energy & Industrial Strategy provides their decision on the DCO Application,

and to repay any part of the Processing Fee which remains unspent within 28 days of a request from the Developer.

## 5. **AMENDMENT AND REVIEW**

5.1 Amendments to this PPA may be agreed in writing between the Parties at any time, acting reasonably.

## 6. **BREACH AND TERMINATION**

6.1 If either Party considers that the principles and intentions of this PPA are not being followed, it will draw this to the attention of the other Party. The other Party will then have a period of not less than 10 working days within which to comment on and / or address the concerns raised.

6.2 In the event that there is a material failure by either Party to comply with the terms of this PPA, the other Party may terminate the agreement immediately upon the giving of written notice to this effect to the Party in breach, provided always the breach is within the control of the Party that is in breach and is incapable of being remedied.

6.3 The Developer may at any time and at its own discretion terminate this PPA by giving not less than one month's notice in writing to the Council.

6.4 Should any party terminate the PPA in accordance with this clause 6, the Developer agrees to pay the Council's costs and fees incurred lawfully pursuant to this PPA up to the termination date.

## 7. **CONFIDENTIALITY**

7.1 It is accepted by the Parties that implementation of the PPA will require trust. The process may also require the submission of confidential commercial information which should not be disclosed to any third party without the consent of the Developer.

7.2 This clause 7 shall not affect the Council's duty to disclose information where it is required by law to do so following a Freedom of Information or Environmental Information Regulations request for information held by the Council.

7.3 Where the Council receives any requests under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 for any information concerning the Project, it shall consult the Developer prior to release of any requested information and shall have proper regard to any representations made by the Developer.

7.4 Following the issue of the decision on whether to make the DCO by the Secretary of State for Business, Energy & Industrial Strategy in respect of the Project the Developer may require, via written notice, the Council to return or destroy all confidential information and the Council agrees that upon receipt of such a request it shall return or destroy all confidential information as requested.

## 8. **THIRD PARTY RIGHTS**

8.1 Any person who is not a party to this PPA has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this PPA.

## 9. **REASONABLENESS**

9.1 Unless expressly stated otherwise where under this PPA any approval, agreement or action is required to be given by, reached or taken by any Party or any response is

requested by any such approval, agreement or action, it will not be unreasonably withheld or delayed and the Parties will act reasonably at all times.

10. **JURISDICTION**

- 10.1 This PPA is governed by and shall be interpreted in accordance with the law of England and Wales.
- 10.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

This PPA has been entered into on the date stated at the beginning of this PPA.

Signed for and on behalf of

**AQUIND LIMITED**

Director .....

Signed by (Print name).....

Signed for and on behalf of

**PORTSMOUTH CITY COUNCIL**

Representative.....

Signed by (Print name).....

## SCHEDULE 1

### PROJECT DESCRIPTION

1. The UK elements of the Project comprise:
  - 1.1 works at the existing National Grid Lovedean substation in Hampshire where AQUIND Interconnector will connect to the existing GB grid;
  - 1.2 underground alternating current (**AC**) cables, connecting Lovedean substation to the proposed nearby converter station;
  - 1.3 the construction of a converter station comprising a mix of buildings and outdoor electrical equipment. The building roofline will vary in height but will measure approximately between 22m – 26m at its peak and may also include lightning masts; and
  - 1.4 two pairs of underground high voltage direct current (**DC**) cables together with smaller diameter fibre optic cables for data transmission from the proposed landfall site in Eastney (in Portsmouth) to the converter station at Lovedean, approximately 20km in length. The intention is to locate the cables within existing highway or road verges where practicable. Signal enhancing and management equipment may also be required along the land cable route in connection with the fibre optic cables.
  - 1.5 four submarine cables between England and France, which can be bundled in pairs, and small diameter fibre optic cables for data transmission. The offshore cable route can be divided into the following sections:
    - 1.5.1 approximately 47km within the UK territorial limit, i.e. 12 nautical miles from the mean high water mark; and
    - 1.5.2 approximately 53km from the UK territorial limit to the boundary of the Exclusive Economic Zone (EEZ).

## **SCHEDULE 2**

### **THE DEVELOPER'S PERFORMANCE STANDARDS**

The Developer agrees to use its reasonable endeavours to achieve the following performance standards at all times:

1. To comply with the General Principles provided at Clause 1 and to facilitate the Council's compliance with the General Principles.
2. To provide the Council with such additional information as may be requested within 5 working days of such written request from the Council (or such other time period as may be agreed) in order to enable the Council to discharge its responsibilities;
3. To provide to the Council at least 5 working days prior to any meeting all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified; and
4. To provide to the Council within 5 working days of any meeting, the minutes or action points arising from that meeting.
5. To provide a decision on the approval of external consultants by the Council in accordance with Schedule 3 paragraph within 5 working days of receiving such a request and such a request will be deemed granted if no reply is received within that time.

## **SCHEDULE 3**

### **THE COUNCIL'S PERFORMANCE STANDARDS**

In addition to its statutory obligations, the Council agrees to use its reasonable endeavours to achieve the following performance standards at all times:

1. To comply with the General Principles provided at Clause 1 and to facilitate the Developer's compliance with the General Principles.
2. To respond substantively to all emails, letters and telephone calls in relation to the Project within 5 working days of receipt, whether received from the Developer or the Planning Inspectorate and where it is not reasonable for a response to be provided within that timeframe notify the Developer of this and agree a longer timescale.
3. When providing comments on technical aspects the Council shall use reasonable endeavours to ensure these responses are provided within no more than 10 working days and where it is not reasonable for a response to be provided within that timeframe notify the Developer of this and agree a longer timescale. Where circumstances beyond the reasonable control of the Council prevent its compliance with this Performance Standard, the Council shall in each case notify the Developer of such circumstances;
4. Notify the Developer at least 5 working days prior to any public meeting of the Committee at which any report or matter relevant to the Project will be discussed and / or considered (or in the event such meetings are scheduled less than 5 working days before they are to occur as soon as reasonably practicable thereafter and in any event prior to the meeting of the Committee taking place) and to provide the Developer with a copy of any report to the Committee at that time or where any such report has not been published at that time as soon as reasonably practicable thereafter and in any event prior to the meeting of the Committee taking place;
5. Not to appoint external consultants to deliver any elements of the Work Packages (as specified in Schedule 5) without the Developer's express prior approval (such request for prior approval to contain a description of the scope of works to be carried out by the external consultant, a description of the experience of the persons proposed to be appointed to confirm their suitability to carry out the scope of works, the rates to be charged by them and a fee estimate for carrying out the scope of works) save that the Council need not inform the Developer of the appointment of external consultants where any external consultants are to be appointed at the Council's own expense; and
6. To invoice the Developer in respect of the reasonable costs incurred on a monthly basis as agreed from time to time. The Council shall accompany its invoices with timesheets and copies of any invoices from selected consultants during the period covered by the invoice.

## SCHEDULE 4

### PROJECT PROGRAMME AND DECISION MAKING FRAMEWORK

#### 1. DEVELOPER: PROJECT CORE TEAM

<b>Name</b>	<b>Position and Role</b>	<b>Contact Details</b>
Kath Haddrell	Associate Director Planning Manager	<a href="mailto:kath.haddrell@wsp.com">kath.haddrell@wsp.com</a> Tel: 0121 352 4755 Mob: 07387 064549
Greg Irvine	Principal Environmental Consultant Environment Manager	<a href="mailto:Greg.irvine@wspgroup.com">Greg.irvine@wspgroup.com</a> Tel: 020 3116 6285 Mob: 07980 691 682

#### 2. COUNCIL: CORE TEAM

<b>Name</b>	<b>Position and Role</b>	<b>Contact Details</b>
<b>Edward Chetwyn- Stapylton</b>	<b>Planning - Team Leader</b>	<a href="mailto:Edward.CS@portsmouthcc.gov.uk">Edward.CS@portsmouthcc.gov.uk</a> 07468 354090
Paddy May	Corporate Strategy Manager	<a href="mailto:paddy.may@portsmouthcc.gov.uk">paddy.may@portsmouthcc.gov.uk</a> Tel: 023 9283 4324

**SCHEDULE 5**  
**WORK PACKAGES**

**1. AGREED WORK PACKAGES**

1.1 A Work Package will detail the scope of each task and associated costs in relation to each individual topic.

1.2 Work Packages which may be agreed as part of this PPA are:

1.2.1 Section 106/Development Consent Obligation

1.2.2 DCO Requirements

1.2.3 Statements of Common Ground

1.3 Each Work Package shall be proposed in the form provided in Schedule 6, and shall include all of the requested information.

**2. ADDITIONAL WORK PACKAGES**

2.1 In addition to the Work Packages agreed in Paragraph 1 (above), the Developer or the Council may submit to the other Party for approval additional Work Packages.

2.2 Each additional Work Package shall be proposed in the form provided in Schedule 6, and shall include all of the requested information.



Signed on behalf of the Council by: [

]; .....

**DATED** \_\_\_\_\_ **2021**

**(1) AQUIND LIMITED**

**(2) PORTSMOUTH CITY COUNCIL**

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**PLANNING PERFORMANCE AGREEMENT**

relating to the discharge of DCO Requirements for the  
proposed AQUIND interconnector between France and the  
UK

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**THIS PLANNING PERFORMANCE AGREEMENT** is made on 2021

**BETWEEN:**

- (1) **AQUIND LIMITED** (company registration number 06681477) whose registered office is at OGN House, Hadrian Way, Wallsend NE28 6HL (the "**Developer**"); and
- (2) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Walk, PO1 2AL (the "**Council**")  
(each a "**Party**" and together, the "**Parties**")

**RECITALS:**

- (A) On 14 November 2019 the Developer submitted the DCO Application to the Secretary of State for Business, Energy & Industrial Strategy in respect of the Proposed Development. The DCO Application was accepted for examination on Thursday 12 December 2020 and the examination commenced on 8 September 2020.
- (B) The terrestrial elements of the Proposed Development are to be located between Eastney, Portsmouth and the National Grid Substation at Lovedean, being part of the Project comprising a high voltage direct current electrical interconnector between France and the UK.
- (C) Subject to the receiving all necessary consents and approvals the Developer intends to construct and operate the Project.
- (D) The Council is a local planning authority and local highways authority for an administrative area that will if the DCO is made host part of the Proposed Development and the Council will be responsible for the discharge of certain Requirements.
- (E) The proper discharge of the Requirements will require Council resources and it is important that the Council performs its statutory functions, both for the Developer and for all other Authorities, promptly, thoroughly, fairly and impartially.
- (F) This PPA is entered into to secure the timely and diligent discharge of functions by the Council under the DCO following the grant of the DCO by the Secretary of State and to set out the basis on which the Council may claim certain costs from the Developer, in each case without prejudice to the Council's ability to properly and independently discharge its functions (whether statutory or otherwise) satisfactorily.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this agreement (which includes the Recitals to it) the following words and expressions have the following meanings unless the context otherwise requires:

2008 Act	means the Planning Act 2008;
Authorities	means Havant Borough Council, East Hampshire District Council, Hampshire County Council, the South Downs National Park Authority and Winchester City Council;
Commencement of Development	means in relation to any works comprised in the Proposed Development landwards of mean high water springs beginning to carry out any material operation, as defined in section 155 of the 2008 Act forming part, or carried out for the purposes, of the Proposed Development and the words "commencement" and

“commenced” are to be construed accordingly;

Completion of Commissioning	means the date when the Project has been fully tested and verified that it is able to transmit its rated power capacity between the UK and French grid connection points;
DCO	means the development consent order for the Proposed Development (if made) by the Secretary of State and as may be amended from time to time;
DCO Application	means the application for the DCO submitted to the Secretary of State for the Project and accepted by the Planning Inspectorate on 12 December 2019 with reference EN020022;
Discharge Application	an application to the Council for determination to discharge one or more of the Requirements as listed in Schedule [3] attached hereto;
Estimated Cost	means the total estimated cost of each Discharge Application as set out in the third column of Table A in Schedule [3] attached hereto;
PPA	means this Planning Performance Agreement entered into by the Parties;
Project	means AQUIND Interconnector a new 2,000 MW subsea and underground High Voltage Direct Current ('HVDC') bi-directional electric power transmission link between the South Coast of England and Normandy in France with the capacity to transmit up to 16,000,000 MWh of electricity per annum;
Proposed Development	means those elements of the Project located in the UK and the UK Marine Area for which the DCO is granted;
Requirements	means a requirement contained in Schedule 2 of the DCO or any other request made by the Developer for the Council's views, consent or approval under the DCO, as listed in Schedule [3] hereto;
Secretary of State	means the Secretary of State having the function of receiving, examining and determining the DCO Application under the 2008 Act;

VAT value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement tax and any similar additional tax; and

Working Day means any day other than a Saturday, Sunday or public holiday in England.

- 1.2 In this agreement, unless otherwise indicated, reference to any:-
- 1.2.1 words importing the singular meaning include the plural meaning and vice versa;
  - 1.2.2 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner; and
  - 1.2.3 Acts of Parliament shall include any amendment, modification, extension, consolidation or re-enactment of that Act for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.3 Headings where they are included are for convenience only and are not intended to influence the construction and interpretation of this PPA.
- 1.4 Where there is any conflict with the terms of the final DCO, the terms of the final DCO will take precedence.
- 1.5 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this PPA shall be made or confirmed in writing.

## 2. **GENERAL PRINCIPLES**

- 2.1 The principles of this PPA are ones of pro-active engagement and consistency in decision making in relation to the discharge of Requirements under the DCO. The Council and the Developer agree to be governed at all times by the following general principles:
- 2.1.1 **Principle 1:** Respect, pro-active engagement and confidentiality: To work together in a pro-active manner, in good faith and to respect each other's interests and confidentiality.
  - 2.1.2 **Principle 2:** Transparency and consistency: To be transparent and consistent in decision making, so as to achieve outcomes that are justified and understood.
  - 2.1.3 **Principle 3:** Team continuity: Where possible, key members of the team for both Parties will remain as agreed. If personnel changes occur, new team members will aim to continue the work as seamlessly as possible.

## 3. **LEGAL EFFECT**

- 3.1 This PPA is made pursuant to Section 111 of the Local Government Act 1972 Section 93 of the Local Government Act 2003 and Section 1 of the Localism Act 2011.
- 3.2 Nothing in this PPA shall restrict nor inhibit the Council from properly exercising its statutory role.
- 3.3 This PPA (save for [clauses 1, 2, this clause 3, and clauses 8 to 19] which shall be effective from the date of this PPA) is conditional upon and shall not come into effect until the date on which the DCO is made by the Secretary of State and is free from legal challenge and it shall remain in force until the date which is 15 Working Days' following service of the notice of Completion of Commissioning by the Developer.
- 3.4 If the DCO expires (within the meaning of section 154 of the 2008 Act) before the Commencement of Development or it is at any time quashed and upon redetermination

refused, revoked or is otherwise withdrawn or modified (without the consent of the Developer) then this PPA shall forthwith determine and cease to have effect.

#### 4. THE DEVELOPER'S OBLIGATIONS

4.1 The Developer agrees to:

- 4.1.1 designate an experienced person who alone or as part of a team shall be responsible for the Developer's obligations in accordance with this Agreement and shall be the principal person at the Developer for the Council to communicate with (**Developer's Authorised Representative**);
- 4.1.2 comply with the performance standards set out in Schedule [1] of this PPA;
- 4.1.3 comply with Schedule 3 of the DCO (procedure for approvals, consents and appeals).
- 4.1.4 pay the Council's reasonable incurred costs to be calculated based on the agreed rates (exclusive of VAT) in respect of each Discharge Application within 28 days following the provision of detailed timesheets or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council:
  - (A) all detailed timesheets to be provided will be required to include the following information:
    - (1) description of the activity undertaken;
    - (2) details of the personnel undertaking the activity; and
    - (3) details of the time spent on the activity and the date(s) on which the activity was undertaken.
- 4.1.5 where prior express approval for such costs has been obtained by the Council from the Developer, pay to the Council the costs of external consultants for the carrying out of tasks on behalf of the Council which shall not be more than £250 per hour (inclusive of VAT) within 28 days following the provision of detailed timesheets and invoices or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council; and
- 4.1.6 to serve a notice on the Council confirming the date of Completion of Commissioning within 10 Working Days following the Completion of Commissioning.

#### 5. THE COUNCIL'S OBLIGATIONS

5.1 Without prejudice to the proper performance of its statutory functions and legal obligations, the Council agrees to:

- 5.1.1 designate a dedicated experienced planning officer and highways officer who alone or part of a team shall be responsible for carrying out the Council's obligations in accordance with this PPA and shall be the principal persons at the Council for the Developer to communicate with (**Council's Authorised Representative**);
- 5.1.2 comply with the Performance Standards set out in Schedule [2] of this PPA;
- 5.1.3 comply with Schedule 3 of the DCO (procedure for approvals, consents and appeals);
- 5.1.4 comply with the charging principles in clause [7]; and
- 5.1.5 if a requirement arises for joint working with other Authorities then the Council shall act so as to cooperate fully with those Authorities in complying with its obligations under this PPA.

5.2 The Council must within 10 Working Days of a request by the Developer provide the names and contact details of the relevant personnel who will be dealing with the Discharge Applications.

**6. RESOURCING AND FUNDING**

6.1 The following hourly rates shall apply to all work carried out pursuant to this PPA:

<b>Person or Work to which rate applies</b>	<b>Applicable Hourly Rate</b>
[Council to insert]	

6.2 The Council shall submit invoices to the Developer on a monthly basis.

**7. CHARGING PRINCIPLES**

7.1 The funding arrangements entered into between the Parties in this PPA are to be in accordance with the following principles:

- 7.1.1 the charging relates exclusively to the Council's recovery of their costs for the provision of services under the DCO;
- 7.1.2 the agreed fees and any payments are on a not-for-profit basis (year by year) and, taking one year with another, the income from the charges for such services must not exceed the cost of providing them;
- 7.1.3 there shall be full transparency with regards to costs incurred; and
- 7.1.4 the sole basis for charging is that the Council can recover resources expended in discharging the Requirements.

7.2 Following the grant of the DCO by the Secretary of State the Council shall complete the third column of Table A in Schedule [3] and provide the Developer with an updated schedule setting out the Estimated Costs for each Discharge Application and such costs shall be agreed between the Developer and the Council prior to the Council charging any costs in respect of a Discharge Application under this Agreement.

7.3 Until such time as the Estimated Costs for each Discharge Application are agreed between the parties pursuant to [clause 7.2 above], [Schedule 3, paragraph x] of the dDCO shall continue to apply in respect of any request for written consent, agreement or approval pursuant to the DCO (including in respect of any Discharge Application).

7.4 If the Council considers that the Estimated Cost listed in the third column of Table A in Schedule [3] is likely to be exceeded in respect of any Discharge Application it shall notify the Developer immediately and agree a revised Estimated Cost in respect of that Discharge Application.

7.5 Any charging by the Council under this Agreement must be carried out in accordance with the provisions of section 93 of the Local Government Act 2003, any relevant Government guidance and the guidance and requirements of the professional code of practice issued by the CIPFA from time to time.

7.6 The Council shall keep proper records of the expenditure and allocation of monies paid to it pursuant to this Agreement, will operate in an open and transparent manner in respect of all work done and monies claimed pursuant to this PPA and shall make those records fully available to the Developer to audit within 10 Working Days' of a request to view them.

7.7 This PPA does not oblige the Developer to proceed with any aspects of the Project.

#### **8. AMENDMENT AND REVIEW**

8.1 Amendments to this PPA may be agreed in writing between the Parties at any time.

8.2 The Parties agree that in the event that the Secretary of State grants the DCO with amendments to the Requirements (compared to that proposed by the Developer in its draft DCO submitted to the Examining Authority on **[insert date]**), the Parties will meet to discuss the impacts on the Parties and will work co-operatively to agree and document any necessary changes to this PPA.

8.3 Upon the Developer's request, the Council shall agree to attend review meetings with the Developer to discuss the Developer's proposals for the submission of details or schemes (as the case may be) to enable the Council to determine a Discharge Application.

#### **9. BREACH AND TERMINATION**

9.1 If either Party considers that the principles and intentions of this PPA are not being followed, it will draw this to the attention of the other Party. The other Party will then have a period of not less than 10 working days within which to comment on and / or address the concerns so raised.

9.2 Upon the termination of this PPA in accordance with clause 3.3 or 3.4 the Developer's and the Council's obligations under this PPA shall cease forthwith save that the Developer agrees to pay the Council's reasonable costs and fees incurred lawfully pursuant to this PPA up to the termination date following the provision following the provision of detailed timesheets or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council.

#### **10. DISPUTES**

10.1 In the event of any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this PPA or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law), the Parties shall work together and endeavour to resolve the dispute or difference by mutual agreement.

10.2 If such resolution cannot be reached within 20 Working Days, the matter shall be referred to the Project Manager for the Developer and the Strategic Planning Manager for the Council, or other person(s) of appropriate seniority as a Party may nominate to endeavour to resolve the dispute or difference by mutual agreement.

10.3 Where having followed the process provided for in paragraph 10.1 and 10.2 the matter in dispute between the Parties is not resolved between the Parties either Party may refer the matter in dispute to be determined by arbitration in accordance with the DCO.

10.4 This clause 10 does not apply to any dispute arising in respect of the Council's decision on a Discharge Application or any other application or approval required under the DCO which remain subject to the provisions contained in Schedule 3 of the DCO (procedure for approvals, consents and appeals).

10.5 For the avoidance of doubt, nothing in this clause shall fetter any party's right to bring an action in Court.

#### **11. CONFIDENTIALITY AND FREEDOM OF INFORMATION**

11.1 It is accepted by the Parties that implementation of the PPA will require trust and may also require the submission of confidential commercial information which should not be disclosed to any third party without the consent of the Developer.

- 11.2 This clause 11 shall not affect the Council's duty to disclose information where it is required by law to do so following a Freedom of Information or Environmental Information Regulations request for information held by the Council.
- 11.3 Where the Council receives any requests under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 for any information concerning the Proposed Development or this PPA, it shall consult the Developer prior to release of any requested information and shall take into account any representations made by the Developer.
- 11.4 Following the termination of this PPA the Developer may require, via written notice, the Council to return or destroy any and all information provided by the Developer and which is stated by the Developer to be confidential commercial information and the Council agrees that upon receipt of such a request it shall return or destroy all confidential information as requested.

**12. THIRD PARTY RIGHTS**

- 12.1 Any person who is not a party to this PPA has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this PPA.

**13. REASONABLENESS**

- 13.1 Unless expressly stated otherwise where under this PPA any approval, agreement or action is required to be given by, reached or taken by any Party or any response is requested by any such approval, agreement or action, it will not be unreasonably withheld or delayed and the Parties will act reasonably at all times.

**14. TRANSFER OF POWERS**

- 14.1 In the event that:

- 14.1.1 any person other than the Developer is appointed as the "Undertaker" (as defined in the DCO) for the purposes of the DCO in relation to parts of the Proposed Development for the purpose of any works affecting or likely to affect land within the Council's administrative boundary; and/or

- 14.1.2 powers of the "Undertaker" relevant to the parts of the Proposed Development which may include works affecting or likely to affect land within the Council's administrative boundary are devolved to any other person,

(the 'Transferee'), the Undertaker will:

- 14.1.3 prior to the transfer of powers require the Transferee to enter into a deed of covenant in favour of the Council that the Transferee shall observe and perform the obligations on the Undertaker under this PPA as though the Transferee had been an original party to this PPA; and

- 14.1.4 remain liable for any breach of this PPA relevant to such part of the Proposed Development for which the Transferee is to be the "Undertaker" or to which the powers of the Undertaker are to be devolved until that Transferee has entered into a deed of covenant in accordance with this clause.

- 14.2 The Undertaker shall not transfer, assign or otherwise part with the benefit of this Agreement in whole or in part without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed).

**15. NOTICES AND NOTIFICATIONS**

- 15.1 Any notice or notification under this PPA shall be in writing and shall be served on the following persons at the address set out below or as otherwise specified by the relevant party by notice in writing to each other party:

<b>Developer</b>	<b>Council</b>
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AQUIND – Project Manager AQUIND Limited 78 Pall Mall London SW1Y 5ES	Assistant Director of Planning and Economic Growth, Portsmouth City Council, Civic Offices, Guildhall Square, Portsmouth PO1 2AL
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- 15.2 Any notice or other communication shall be deemed to have been duly received:
- 15.2.1 if delivered by hand, when left at the address and for the contact referred to in this clause;
  - 15.2.2 if sent by pre-paid first class post or recorded delivery, by 9.00am on the second Working Day after posting; or
  - 15.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 15.3 A copy of any notice or notification shall also be sent by e-mail to the relevant party's Authorised Representative(s), but for the avoidance of doubt a notice or notification given under this Agreement is not valid if served by e-mail.
- 15.4 These provisions shall not apply to the service of any proceedings or other documents in any legal action.
16. **SEVERABILITY**
- 16.1 If any provision of this PPA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected, impaired or called into question and shall remain in full force and effect.
17. **VAT**
- 17.1 The Parties agree that the hourly rates set out in clause 6.1 are exclusive of any VAT payable but that the Council will (where lawful) seek to invoice the Developer on the basis that the Council will pay the relevant VAT and the Developer will pay only the base amount.
18. **GOOD FAITH**
- 18.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this PPA.
19. **JURISDICTION**
- 19.1 This PPA is governed by and shall be interpreted in accordance with the law of England and it is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

**EXECUTED** by the Parties on the date stated at the beginning of this PPA.

Signed for and on behalf of

**AQUIND LIMITED**

Director .....

Signed by (Print name).....

Signed for and on behalf of

**PORTSMOUTH CITY COUNCIL**

Representative.....

Signed by (Print name).....

**SCHEDULE 1**

**THE DEVELOPER'S PERFORMANCE STANDARDS**

The Developer agrees to achieve the following performance standards at all times:

1. To respond substantively to any written request from the Council for additional information within 10 working days of such written request from the Council (or such other time period as may be agreed) necessary in order to enable the Council to discharge its obligations and to respond to all other communications associated with this PPA promptly or within such other time as may be agreed between the Parties;
2. To provide to the Council at least 5 working days prior to any meeting (or such other time period as may be agreed) all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified; and
3. To provide to the Council within 5 working days of any meeting, the minutes or action points arising from that meeting.

## **SCHEDULE 2**

### **THE COUNCIL'S PERFORMANCE STANDARDS**

In addition to its statutory obligations, the Council agrees to achieve the following performance standards at all times:

1. To ensure that it and its employees, sub-contractors, agents or representatives use all reasonable skill and care in the performance of processing and determining any and all Discharge Applications (but for the avoidance of doubt the Council shall not be liable for damages under this paragraph 1);
2. To provide such resource in order to properly carry out the processing and determination of any and all Discharge Applications;
3. To respond substantively to all emails, letters and telephone calls with or from the Developer, or its agents or consultants in connection with a Discharge Application or the performance of this Agreement within 5 working days of receipt or such other time period as may be agreed between the Parties.
4. Where reasonably requested by the Developer and as required make available, within 5 working days, an officer with appropriate level of authority and relevant experience to attend meetings in respect of any Discharge Application;
5. Notify the Developer at least 5 working days prior to any meeting of the Committee at which any report or matter relevant to any Discharge Application or the Proposed Development will be discussed and / or considered and to provide the Developer with a copy of any report to the Committee at that time or where any such report has not been published at that time as soon as reasonably practicable thereafter and in any event prior to the meeting of the Committee taking place;
6. Not to appoint external consultants without the Developer's express prior written approval (such request for prior approval to contain a description of the scope of works to be carried out by the external consultant, a description of the experience of the persons proposed to be appointed to confirm their suitability to carry out the scope of works, the rates to be charged by them and a fee estimate for carrying out the scope of works) save that the Council need not inform the Developer of the appointment of external consultants where any external consultants are to be appointed at the Council's own expense; and
7. To invoice the Developer in respect of the reasonable costs incurred in accordance with the charging principles provided for at clause [7] of this PPA on a monthly basis. The Council shall accompany its invoices with detailed timesheets which include the information provided for at clause [4.1.4 (A)] and copies of any invoices during the period covered by the invoice and in respect of approved appointed external consultants confirmation of the work undertaken by them and the amounts applicable to such work.

**SCHEDULE 3**

**LIST OF REQUIREMENTS AND OTHER RELEVANT PROVISIONS**

**Table A: Summary of DCO provisions which require approval from the Council [Based on Deadline 6 draft DCO]**

DCO Provision	Submission to the Council for approval (in respect of works within the Council’s administrative boundary)	Estimated Cost
<p>Article 10 (Power to alter layout etc. of streets)</p>	<p>Requirement to obtain <u>approval</u> from the street authority to exercise the powers in Article 10(1), such approval is not to be unreasonably withheld or delayed.</p> <p>Article 10(1) provides that the undertaker may for the purpose of constructing and maintaining the authorised development, permanently or temporarily alter the layout of any street (and carry out works ancillary to such alterations) whether or not within the Order limits and the layout of any street having a junction with such a street and, without limiting the scope of this paragraph, the undertaker may–</p> <ul style="list-style-type: none"> <li>(a) increase the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track, central reservation or verge within a street;</li> <li>(b) alter the level or increase the width of any such street, kerb, footpath, footway, cycle track, central reservation or verge;</li> <li>(c) reduce the width of the carriageway of the street;</li> <li>(d) execute any works to widen or alter the alignment of pavements;</li> <li>(e) make and maintain crossovers and passing places;</li> <li>(f) execute any works of surfacing or resurfacing of the street;</li> <li>(g) carry out works for the provision or alteration of parking places, loading bays and cycle tracks;</li> <li>(h) carry out works necessary to alter or provide facilities for the management and protection of pedestrians; and</li> <li>(i) execute any works to provide or improve sight lines required by the relevant street authority.</li> </ul> <p>If a street authority which receives an application for approval fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which the application was made, it is deemed to have granted consent.</p>	<p>[Council to insert Estimated Cost for each Discharge Application in accordance with clause 7.2]</p>

<p>Article 11 (Street works)</p>	<p>Article 11(1) provides that the undertaker may, for the purpose of the authorised development, enter any of the streets within the Order limits and may without the consent of the relevant street authority—</p> <ul style="list-style-type: none"> <li>(a) break up or open the street, or any sewer, drain or tunnel under it;</li> <li>(b) tunnel or bore under the street or carry out works to strengthen or repair the carriageway;</li> <li>(c) place or keep apparatus in, on or under the street;</li> <li>(d) maintain, renew or alter apparatus in, on or under the street or change its position;</li> <li>(e) execute and maintain any works to provide hard and soft landscaping;</li> <li>(f) carry out re-lining and placement of road markings;</li> <li>(g) remove and install temporary and permanent signage;</li> <li>(h) remove, replace and relocate any street furniture; and</li> <li>(i) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (i).</li> </ul> <p>Without limiting the scope of the powers conferred by Article 11(1) but subject to the <u>consent</u> of the relevant street authority, which consent must not be unreasonably withheld or delayed, the undertaker may, for the purposes of the authorised development, enter any other street whether or not within the Order limits, for the purposes of carrying out the works set out at Article 11(1) above.</p> <p>If a relevant street authority that receives an application for consent fails to notify the undertaker of its decision within 42 days beginning with the date on which the application was made, that authority will be deemed to have granted consent.</p>	
<p>Article 13 (Temporary closure, alteration, diversion or restriction of streets, public rights of way and permissive paths)</p>	<p>The undertaker must not temporarily close, alter, divert or restrict;</p> <ul style="list-style-type: none"> <li>(a) any street, public right of way or permissive path as mentioned in Article 14(4) of the Order without first <u>consulting the relevant street authority</u>; and</li> <li>(b) any other street, public right of way or permissive path without the <u>consent of the street authority</u> which may attach reasonable conditions to any consent, but such consent may not be unreasonably withheld or delayed.</li> </ul> <p>If a relevant street authority that receives an application for consent under this requirement fails to notify the undertaker of its decision within 42 days of receiving the application, that relevant street authority will be deemed to have granted consent.</p>	

<p>Article 19(4) (Authority to survey and investigate the land)</p>	<p>For any trial holes, boreholes or excavations to be made under Article 19, requirement to obtain the <u>consent</u> of (i) the relevant highway authority in land located within the highway boundary, or (ii) the relevant street authority in a private street.</p> <p>If a relevant highway authority or a relevant street authority receives an application for consent under this article and fails to notify the undertaker of its decision within 28 days' of receiving the application, that authority will be deemed to have granted consent.</p>	
<p>Requirement 6 (Detailed Design Approvals)</p>	<p>Requirement to obtain <u>approval</u> from the relevant planning authority of the detailed design prior to commencement of the specified works in any phase. The particular elements of the authorised development which require <u>approval</u> within the Council's administrative boundary are:</p> <p><b>Works No. 4 (HVDC cables):</b></p> <ul style="list-style-type: none"> <li>(a) proposed layout of the onshore HVDC cables;</li> <li>(b) proposed depth of installation of the onshore HVDC cables;</li> <li>(c) indicative location of the joint bays, link boxes and link pillars;</li> <li>(d) where included within the relevant phase the spatial extent and layout of any HDD compound; and</li> <li>(e) where included within the relevant phase the spatial extent and layout of any trenchless installation techniques compound.</li> </ul> <p>The information submitted for approval in respect of any phase must confirm how the details accord with the design principles for the onshore cable corridor.</p> <p><b>Works No. 5 (onshore connection works including the optical regeneration station):</b></p> <ul style="list-style-type: none"> <li>(a) layout;</li> <li>(b) scale;</li> <li>(c) proposed finished floor levels;</li> <li>(d) external appearance and materials;</li> <li>(e) hard surfacing materials;</li> <li>(f) vehicular access, parking and circulation areas;</li> <li>(g) permanent fencing; and</li> <li>(h) proposed services above and below, ground, including drainage, power and communications cables and pipelines, manholes and supports, security measures and plant.</li> </ul>	

	<p>The information submitted for approval must confirm how those details accord with the design principles for the optical regeneration stations.</p> <p><b>Works No. 5 (onshore connection works excluding the optical regeneration stations):</b></p> <ul style="list-style-type: none"> <li>(a) layout;</li> <li>(b) external appearance and materials;</li> <li>(c) hard surfacing materials;</li> <li>(d) vehicular access, parking and circulation areas;</li> <li>(e) proposed services above and below, ground, including drainage, power and communications cables and pipelines, manholes and supports.</li> </ul>	
<p>Requirement 7 (Landscaping)</p>	<p>No phase of Works No. 4 or the construction of the optical regeneration stations within Works No. 5 may commence and no onshore site preparation works in relation to any such phase may be carried out until a detailed landscaping scheme in relation to that phase (which accords with the outline landscape and biodiversity strategy in so far as relevant to it and the design principles relating to landscaping) has been submitted to and <u>approved</u> by the relevant planning authority.</p> <p>The scheme must include details of all proposed hard and soft landscaping works, including-</p> <ul style="list-style-type: none"> <li>(a) surveys, assessments and method statements as guided by BS 5837;</li> <li>(b) location, number, species, size, plant protection measures and planting density of any proposed planting;</li> <li>(c) cultivation, importing of materials and other operations to ensure plant establishment;</li> <li>(d) hard surfacing materials;</li> <li>(e) implementation timetables for all landscaping works;</li> <li>(f) management, maintenance and monitoring plans and prescriptions; and</li> <li>(g) management responsibilities.</li> </ul>	
<p>Requirement 9 (Biodiversity management plan)</p>	<p>Requirement to submit a written biodiversity management plan to the relevant local planning authority for <u>approval</u> prior to commencement of: (1) Works No. 5 (onshore connection works); (2) Works No. 4 (HVDC Cables); or (3) any onshore site preparation works.</p> <p>The written biodiversity management plan shall be <u>approved</u> by the relevant planning authority <u>in consultation</u> with the relevant statutory nature conservation bodies and, in respect of Works No. 4 and 5 (where works have the potential to have an impact on wetland habitats) the Environment Agency.</p>	

	<p>Any approved written biodiversity management plan submitted for approval must accord with the outline landscape and biodiversity strategy in so far as relevant and the relevant recommendations of appropriate British Standards, and must include:</p> <ul style="list-style-type: none"> <li>(a) measures to protect existing scrub and trees that are to be retained;</li> <li>(b) details of a scheme for the reinstatement of land used as temporary compounds during construction and any replacement planting to replace removed sections of hedgerow or removed trees;</li> <li>(c) an implementation timetable;</li> <li>(d) biodiversity management and maintenance measures; and</li> <li>(e) reptile and stag beetle precautionary method statements of works</li> </ul>	
<p>Requirement 10 (Highway accesses)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> (in <u>consultation</u> with the relevant planning authority) written details of the:</p> <ul style="list-style-type: none"> <li>(a) siting;</li> <li>(b) design;</li> <li>(c) layout;</li> <li>(d) visibility splays;</li> <li>(e) access management measures; and</li> <li>(f) a maintenance programme,</li> </ul> <p>in respect of any new permanent or temporary means of access to a highway to be used by vehicular traffic, or any alteration or improvement to an existing means of access to a highway used by vehicular traffic, prior to the commencement of any phase of the authorised development landwards of MHWS.</p>	
<p>Requirement 12 (Surface and foul water drainage)</p>	<p>Requirement to submit written details of the surface water drainage system and foul water drainage system (including means of pollution control) to the relevant planning authority for <u>approval</u>. The relevant planning authority <u>shall consult</u> with the lead local flood authority (in relation to surface water drainage) and the sewerage and drainage authority (in relation to foul water drainage)).</p> <p>Any surface or foul water drainage system submitted for <u>approval</u> must be in accordance with the flood risk assessment and the surface water and aquifer contamination mitigation strategy (in so far as relevant to the phase of the works).</p> <p>If a phase of the authorised development does not include any surface or foul water drainage system the relevant planning authority will be notified.</p>	

<p>Requirement 13 (Contaminated land and groundwater)</p>	<p>Requirement to submit to the relevant planning authority for <u>approval</u> a written scheme to deal with the contamination of land prior to the commencement of any phase landwards of MHWS. The written scheme shall be in accordance with the onshore outline construction environmental management plan and surface water drainage and aquifer contamination mitigation strategy (in so far as relevant).</p> <p>If contamination is encountered the developer must halt construction of the relevant part of the development and obtain <u>approval</u> from the relevant planning authority <u>in consultation with</u> the Environment Agency (and to the extent it relates to the intertidal area, the MMO) for a written scheme detailing how the contamination will be dealt with.</p> <p>Any written scheme submitted to deal with the contamination of any land shall include an investigation and assessment report, prepared by a specialist consultant who must be <u>approved</u> by the relevant planning authority.</p> <p>Upon completion of the approved scheme, a verification report demonstrating completion of the works set out in the approved scheme and the effectiveness of the remediation must be submitted to the relevant planning authority for <u>approval</u>.</p>	
<p>Requirement 14 (Archaeology)</p>	<p>Requirement to submit to the relevant planning authority for <u>approval</u> a written scheme for the investigation of areas of archaeological interest as identified in the environmental statement prior to the commencement of any works landwards of MHWS.</p> <p>Any archaeological works or watching brief carried out under the scheme must be by a suitably qualified person or body <u>approved</u> by the relevant local planning authority.</p>	
<p>Requirement 15 (Construction environmental management plan)</p>	<p>Requirement to submit to the relevant planning authority for <u>approval</u> a construction environmental management plan prior to commencement of any works landwards of MHWS. Any construction environmental management plan must be in accordance with the outline construction environmental management plan (OCEMP).</p> <p>Any construction environmental management plan must be in accordance with the outline construction environmental management plan and, so far as relevant to that phase, must:</p> <ul style="list-style-type: none"> <li>(a) contain a record of all sensitive environmental features that have the potential to be affected by construction;</li> <li>(b) contain details of a local community liaison responsibilities;</li> <li>(c) include the following management plans and measures (as relevant to and necessary in connection with the relevant phase of the authorised development) – <ul style="list-style-type: none"> <li>a. soil resources management plan (in accordance with the outline soil resources and management plan);</li> <li>b. materials management plan (in accordance with the outline materials management plan);</li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>c. waste management plan (in accordance with the framework waste management plan);</li> <li>d. arboriculture method statements;</li> <li>e. dust management plan;</li> <li>f. construction surface water drainage management plan;</li> <li>g. emergency pollution and spill response plan;</li> <li>h. earthwork management plan;</li> <li>i. surface water drainage and aquifer contamination management plan (in accordance with the surface water drainage and aquifer contamination mitigation strategy) which must include:               <ul style="list-style-type: none"> <li>i. emergency oil containment and water management plan;</li> <li>ii. installation, operation and maintenance manual;</li> <li>iii. sustainable drainage system operation and maintenance strategy;</li> <li>iv. civil asset management plan;</li> <li>v. earthworks method statement and communication plan; and</li> <li>vi. piling works risk assessment,</li> </ul> </li> <li>j. air quality stakeholder communication plan.</li> </ul>	
<p>Requirement 17 (Construction traffic management plan)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> a construction management plan (in accordance with the framework construction traffic management plan) prior to the commencement of any phase of the authorised development landwards of MHWS.</p>	
<p>Requirement 18 (Construction hours)</p>	<p>Requirement to carry out construction work within the specified hours, unless otherwise <u>agreed</u> with the local planning authority.</p> <p>In the event of an emergency, requirement to notify the relevant planning authority of the emergency as is reasonably practicable.</p>	
<p>Requirement 19 (Converter station operational access strategy)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> a strategy for the access and egress of vehicles associated with the operation and maintenance of the converter station prior to the operation of the converter station.</p>	

<p>Requirement 20 (Control of noise during the operational period)</p>	<p>Requirement to submit a noise management plan to the relevant planning authority for <u>approval</u> in respect of the optical regeneration stations.</p> <p>The noise management plans must set out the particulars of –</p> <ul style="list-style-type: none"> <li>(a) the broadband and octave band noise criteria that must be achieved, which unless otherwise agreed will be those set out in the operational broadband and octave band noise criteria document;</li> <li>(b) the noise attenuation and mitigations required to achieve the broadband and octave band noise criteria; and</li> <li>(c) a noise monitoring scheme for testing the attenuation and mitigation measures provided under subparagraph (b) which must include – <ul style="list-style-type: none"> <li>i. the circumstances under which noise will be monitored;</li> <li>ii. the locations at which noise will be monitored, which unless otherwise agreed will be the locations specified in the operational broadband and octave band noise criteria document;</li> <li>iii. the method for noise measurement (which must be in accordance with BS 4142:2014+A1:2019, an equivalent successor standard or other agreed noise measurement methodology appropriate to the circumstances); and</li> <li>iv. a complaints procedure.</li> </ul> </li> </ul>	
<p>Requirement 21 (Travel Plan)</p>	<p>Requirement to <u>consult</u> with the relevant planning authority and the relevant highway authority on a travel plan for the contractor's workforce.</p> <p>The travel plan must then be submitted to and <u>approved</u> the relevant planning authority and must (i) be accordance with the framework construction worker travel plan (in so far as relevant); and (ii) include details of the expected means of travel to and from Works No. 2 (including in connection with Works No.4) and Works No. 5 and any parking to be provided.</p>	
<p>Requirement 24 (Decommissioning)</p>	<p>Requirement to submit a written scheme of decommissioning for that part to the relevant planning authority for <u>approval</u> within 12 months of the date that the undertaker decides to decommission any party of the authority development landwards of MHWS.</p> <p>The written scheme of decommissioning must include details of:</p> <ul style="list-style-type: none"> <li>(a) the buildings to be demolished;</li> <li>(b) the means or removal of the materials resulting from the decommissioning works;</li> <li>(c) the phasing of the demolition and removal works;</li> </ul>	

	<p>(d) any restoration works to restore the land to a condition agreed with the relevant planning authority;</p> <p>(e) the phasing of any restoration works; and</p> <p>(f) a timetable for the implementation of the scheme.</p>	
<p>Requirement 25 (Traffic management strategy)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> a traffic management strategy (substantially in accordance with the framework traffic management strategy) detailing:</p> <p>(a) plans detailing the extent of the works;</p> <p>(b) the construction methodology in relation to the works including details of the hours of the day within which the works are to be carried out;</p> <p>(c) a schedule of timings for the works, including the dates and durations for any closures of any part of the public highway;</p> <p>(d) the traffic management strategy to be implemented in relation to those works, including details of any traffic signals and signs and any traffic regulation measures proposed in connection with those works;</p> <p>(e) a schedule of condition of any part of the public highway to be affected by the works;</p> <p>(f) a specification of the condition of the parts of the public highway where the works are to be undertaken;</p> <p>(g) details of any lighting to be used in connection with the works for the duration that the works are being undertaken;</p> <p>(h) contact details for the client and contractor carrying out the works;</p> <p>(i) details of the advanced publicity to be carried out in connection with those works; and</p> <p>(j) details of the proposed approach to the reinstatement of the public highway in connection with those works, including (where applicable) details of both temporary and permanent reinstatement,</p> <p>prior to the commencement of any phase of Works No.4 being undertaken on the highway.</p>	
<p>Requirement 26 (Requirement for written approval)</p>	<p>Any <u>approval</u> or agreement provided by the relevant planning authority must be given in writing.</p>	
<p>Requirement 27 (Amendments to approved details)</p>	<p>Any amendments to approved details must be <u>agreed in writing</u> by the relevant planning authority and carried out in accordance as approved.</p> <p>Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement and not give rise to any materially new or materially different environmental effects from those assessed in the environmental statement. For the avoidance of doubt, the</p>	

	approved details are taken to include any amendments that may subsequently be approved in writing by the relevant planning authority or that other person in accordance with the dDCO provisions.	
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**Table B: Other relevant provisions**

DCO Provision	Summary
Article 7(7) (Transfer of the Benefit of the Order)	Requirement to <u>give notice</u> of any transfer of the benefit of the Order to the relevant planning authority.
Article 16(2) (Traffic regulation)	<p>Article 16(1) contains powers relating to traffic regulation. The powers in Article 16(1) may only be exercised if, in accordance with Article 16(3):</p> <ul style="list-style-type: none"> <li>(a) not less than 28 days' <u>notice</u> in writing is given to the chief officer of police and to the relevant traffic authority; and</li> <li>(b) if the intention to exercise the powers is advertised in such manner as the relevant traffic authority may specify in writing within 7 days' of its receipt of notice at (a).</li> </ul> <p>Before complying with Article 16(3), there is a requirement to <u>consult</u> the chief officer of police and the relevant highway authority in whose area the street is situated.</p> <p>Any prohibition, restriction or other provision made by the undertaker under Article 16(1)</p> <ul style="list-style-type: none"> <li>(a) has effect if made by: <ul style="list-style-type: none"> <li>(i) the relevant traffic authority in whose area the street is situated as a traffic regulation order under the 1984 Act; or</li> <li>(ii) the local authority in whose area the street is situated as an order under section 32 (Power of local authorities to provide parking spaces) of the 1984 Act, and the instrument by which it is effected may specify savings and exemptions to which the prohibition, restriction or other provision is subject; and</li> </ul> </li> <li>(b) is deemed to be a traffic order for the purposes of Schedule 7 (road traffic contraventions subject to civil enforcement) to the Traffic Management Act 2004.</li> </ul> <p>If the relevant traffic authority fails to notify the undertaker of its decision within 42 days of receiving an <u>application for consent</u> under paragraph (1) the relevant traffic authority is deemed to have granted consent.</p>

Requirement 2 (Time Limits)	Requirement to <u>give notice</u> to the relevant planning authority no less than 7 working days prior to (i) commencement and (ii) the carrying out of any onshore site preparation works.
Requirement 8 (Implementation and maintenance of landscaping)	<p>Requirement to replace any tree or shrub planted or any seeded area as part of an approved landscaping scheme if it is removed, dies or becomes, <u>in the opinion of the relevant planning authority</u>, seriously damaged or diseased, or in the case of any seed area, reseeded with the same type unless otherwise approved by the relevant planning authority.</p> <p>Replacement planting to be of the same species and size as that originally planted, unless otherwise <u>approved</u> by the relevant planning authority.</p>
Requirement 22 (Restoration of land used temporarily for construction)	<p>Requirement to <u>confirm</u> to the relevant planning authorities the construction completion date.</p> <p>Any land which is used temporarily for construction must be reinstated to its former condition, or such condition as the relevant local planning authority <u>may approve</u> but which may not be to a standard which is higher than its former condition. within not more than twelve months of the date of the completion of the construction of the authorised development.</p>

**DATED** \_\_\_\_\_ **2021**

**(1) AQUIND LIMITED**

**(2) PORTSMOUTH CITY COUNCIL**

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**PLANNING PERFORMANCE AGREEMENT**

relating to the discharge of DCO Requirements for the  
proposed AQUIND interconnector between France and the  
UK

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**THIS PLANNING PERFORMANCE AGREEMENT** is made on 2021

**BETWEEN:**

- (1) **AQUIND LIMITED** (company registration number 06681477) whose registered office is at OGN House, Hadrian Way, Wallsend NE28 6HL (the "**Developer**"); and
  - (2) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Walk, PO1 2AL (the "**Council**")
- (each a "**Party**" and together, the "**Parties**")

**RECITALS:**

- (A) On 14 November 2019 the Developer submitted the DCO Application to the Secretary of State for Business, Energy & Industrial Strategy in respect of the Proposed Development. The DCO Application was accepted for examination on Thursday 12 December 2020 and the examination commenced on 8 September 2020.
- (B) The terrestrial elements of the Proposed Development are to be located between Eastney, Portsmouth and the National Grid Substation at Lovedean, being part of the Project comprising a high voltage direct current electrical interconnector between France and the UK.
- (C) Subject to the receiving all necessary consents and approvals the Developer intends to construct and operate the Project.
- (D) The Council is a local planning authority and local highways authority for an administrative area that will if the DCO is made host part of the Proposed Development and the Council will be responsible for the discharge of certain Requirements.
- (E) The proper discharge of the Requirements will require Council resources and it is important that the Council performs its statutory functions, both for the Developer and for all other Authorities, promptly, thoroughly, fairly and impartially.
- (F) This PPA is entered into to secure the timely and diligent discharge of functions by the Council under the DCO following the grant of the DCO by the Secretary of State and to set out the basis on which the Council may claim certain costs from the Developer, in each case without prejudice to the Council's ability to properly and independently discharge its functions (whether statutory or otherwise) satisfactorily.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this agreement (which includes the Recitals to it) the following words and expressions have the following meanings unless the context otherwise requires:

2008 Act	means the Planning Act 2008;
Authorities	means Havant Borough Council, East Hampshire District Council, Hampshire County Council, the South Downs National Park Authority and Winchester City Council;
Commencement of Development	means in relation to any works comprised in the Proposed Development landwards of mean high water springs beginning to carry out any material operation, as defined in section 155 of the 2008 Act forming part, or carried out for the purposes, of the Proposed Development and the words "commencement" and

“commenced” are to be construed accordingly;

Completion of Commissioning	means the date when the Project has been fully tested and verified that it is able to transmit its rated power capacity between the UK and French grid connection points;
DCO	means the development consent order for the Proposed Development (if made) by the Secretary of State and as may be amended from time to time;
DCO Application	means the application for the DCO submitted to the Secretary of State for the Project and accepted by the Planning Inspectorate on 12 December 2019 with reference EN020022;
Discharge Application	an application to the Council for determination to discharge one or more of the Requirements as listed in Schedule [3] attached hereto;
Estimated Cost	means the total estimated cost of each Discharge Application as set out in the third column of Table A in Schedule [3] attached hereto;
PPA	means this Planning Performance Agreement entered into by the Parties;
Project	means AQUIND Interconnector a new 2,000 MW subsea and underground High Voltage Direct Current ('HVDC') bi-directional electric power transmission link between the South Coast of England and Normandy in France with the capacity to transmit up to 16,000,000 MWh of electricity per annum;
Proposed Development	means those elements of the Project located in the UK and the UK Marine Area for which the DCO is granted;
Requirements	means a requirement contained in Schedule 2 of the DCO or any other request made by the Developer for the Council's views, consent or approval under the DCO, as listed in Schedule [3] hereto;
Secretary of State	means the Secretary of State having the function of receiving, examining and determining the DCO Application under the 2008 Act;

VAT value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement tax and any similar additional tax; and

Working Day means any day other than a Saturday, Sunday or public holiday in England.

- 1.2 In this agreement, unless otherwise indicated, reference to any:-
- 1.2.1 words importing the singular meaning include the plural meaning and vice versa;
  - 1.2.2 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner; and
  - 1.2.3 Acts of Parliament shall include any amendment, modification, extension, consolidation or re-enactment of that Act for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it.
- 1.3 Headings where they are included are for convenience only and are not intended to influence the construction and interpretation of this PPA.
- 1.4 Where there is any conflict with the terms of the final DCO, the terms of the final DCO will take precedence.
- 1.5 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this PPA shall be made or confirmed in writing.

## 2. **GENERAL PRINCIPLES**

- 2.1 The principles of this PPA are ones of pro-active engagement and consistency in decision making in relation to the discharge of Requirements under the DCO. The Council and the Developer agree to be governed at all times by the following general principles:
- 2.1.1 **Principle 1:** Respect, pro-active engagement and confidentiality: To work together in a pro-active manner, in good faith and to respect each other's interests and confidentiality.
  - 2.1.2 **Principle 2:** Transparency and consistency: To be transparent and consistent in decision making, so as to achieve outcomes that are justified and understood.
  - 2.1.3 **Principle 3:** Team continuity: Where possible, key members of the team for both Parties will remain as agreed. If personnel changes occur, new team members will aim to continue the work as seamlessly as possible.

## 3. **LEGAL EFFECT**

- 3.1 This PPA is made pursuant to Section 111 of the Local Government Act 1972 Section 93 of the Local Government Act 2003 and Section 1 of the Localism Act 2011.
- 3.2 Nothing in this PPA shall restrict nor inhibit the Council from properly exercising its statutory role.
- 3.3 This PPA (save for [clauses 1, 2, this clause 3, and clauses 8 to 19] which shall be effective from the date of this PPA) is conditional upon and shall not come into effect until the date on which the DCO is made by the Secretary of State and is free from legal challenge and it shall remain in force until the date which is 15 Working Days' following service of the notice of Completion of Commissioning by the Developer.
- 3.4 If the DCO expires (within the meaning of section 154 of the 2008 Act) before the Commencement of Development or it is at any time quashed and upon redetermination

refused, revoked or is otherwise withdrawn or modified (without the consent of the Developer) then this PPA shall forthwith determine and cease to have effect.

#### 4. THE DEVELOPER'S OBLIGATIONS

4.1 The Developer agrees to:

- 4.1.1 designate an experienced person who alone or as part of a team shall be responsible for the Developer's obligations in accordance with this Agreement and shall be the principal person at the Developer for the Council to communicate with (**Developer's Authorised Representative**);
- 4.1.2 comply with the performance standards set out in Schedule [1] of this PPA;
- 4.1.3 comply with Schedule 3 of the DCO (procedure for approvals, consents and appeals).
- 4.1.4 pay the Council's reasonable incurred costs to be calculated based on the agreed rates (exclusive of VAT) in respect of each Discharge Application within 28 days following the provision of detailed timesheets or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council:
  - (A) all detailed timesheets to be provided will be required to include the following information:
    - (1) description of the activity undertaken;
    - (2) details of the personnel undertaking the activity; and
    - (3) details of the time spent on the activity and the date(s) on which the activity was undertaken.
- 4.1.5 where prior express approval for such costs has been obtained by the Council from the Developer, pay to the Council the costs of external consultants for the carrying out of tasks on behalf of the Council which shall not be more than £250 per hour (inclusive of VAT) within 28 days following the provision of detailed timesheets and invoices or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council; and
- 4.1.6 to serve a notice on the Council confirming the date of Completion of Commissioning within 10 Working Days following the Completion of Commissioning.

#### 5. THE COUNCIL'S OBLIGATIONS

5.1 Without prejudice to the proper performance of its statutory functions and legal obligations, the Council agrees to:

- 5.1.1 designate a dedicated experienced planning officer and highways officer who alone or part of a team shall be responsible for carrying out the Council's obligations in accordance with this PPA and shall be the principal persons at the Council for the Developer to communicate with (**Council's Authorised Representative**);
- 5.1.2 comply with the Performance Standards set out in Schedule [2] of this PPA;
- 5.1.3 comply with Schedule 3 of the DCO (procedure for approvals, consents and appeals);
- 5.1.4 comply with the charging principles in clause [7]; and
- 5.1.5 if a requirement arises for joint working with other Authorities then the Council shall act so as to cooperate fully with those Authorities in complying with its obligations under this PPA.

5.2 The Council must within 10 Working Days of a request by the Developer provide the names and contact details of the relevant personnel who will be dealing with the Discharge Applications.

**6. RESOURCING AND FUNDING**

6.1 The following hourly rates shall apply to all work carried out pursuant to this PPA:

<b>Person or Work to which rate applies</b>	<b>Applicable Hourly Rate</b>
[Council to insert]	

6.2 The Council shall submit invoices to the Developer on a monthly basis.

**7. CHARGING PRINCIPLES**

7.1 The funding arrangements entered into between the Parties in this PPA are to be in accordance with the following principles:

- 7.1.1 the charging relates exclusively to the Council's recovery of their costs for the provision of services under the DCO;
- 7.1.2 the agreed fees and any payments are on a not-for-profit basis (year by year) and, taking one year with another, the income from the charges for such services must not exceed the cost of providing them;
- 7.1.3 there shall be full transparency with regards to costs incurred; and
- 7.1.4 the sole basis for charging is that the Council can recover resources expended in discharging the Requirements.

7.2 Following the grant of the DCO by the Secretary of State the Council shall complete the third column of Table A in Schedule [3] and provide the Developer with an updated schedule setting out the Estimated Costs for each Discharge Application and such costs shall be agreed between the Developer and the Council prior to the Council charging any costs in respect of a Discharge Application under this Agreement.

7.3 Until such time as the Estimated Costs for each Discharge Application are agreed between the parties pursuant to [clause 7.2 above], [Schedule 3, paragraph x] of the dDCO shall continue to apply in respect of any request for written consent, agreement or approval pursuant to the DCO (including in respect of any Discharge Application).

7.4 If the Council considers that the Estimated Cost listed in the third column of Table A in Schedule [3] is likely to be exceeded in respect of any Discharge Application it shall notify the Developer immediately and agree a revised Estimated Cost in respect of that Discharge Application.

7.5 Any charging by the Council under this Agreement must be carried out in accordance with the provisions of section 93 of the Local Government Act 2003, any relevant Government guidance and the guidance and requirements of the professional code of practice issued by the CIPFA from time to time.

7.6 The Council shall keep proper records of the expenditure and allocation of monies paid to it pursuant to this Agreement, will operate in an open and transparent manner in respect of all work done and monies claimed pursuant to this PPA and shall make those records fully available to the Developer to audit within 10 Working Days' of a request to view them.

7.7 This PPA does not oblige the Developer to proceed with any aspects of the Project.

#### **8. AMENDMENT AND REVIEW**

8.1 Amendments to this PPA may be agreed in writing between the Parties at any time.

8.2 The Parties agree that in the event that the Secretary of State grants the DCO with amendments to the Requirements (compared to that proposed by the Developer in its draft DCO submitted to the Examining Authority on **[insert date]**), the Parties will meet to discuss the impacts on the Parties and will work co-operatively to agree and document any necessary changes to this PPA.

8.3 Upon the Developer's request, the Council shall agree to attend review meetings with the Developer to discuss the Developer's proposals for the submission of details or schemes (as the case may be) to enable the Council to determine a Discharge Application.

#### **9. BREACH AND TERMINATION**

9.1 If either Party considers that the principles and intentions of this PPA are not being followed, it will draw this to the attention of the other Party. The other Party will then have a period of not less than 10 working days within which to comment on and / or address the concerns so raised.

9.2 Upon the termination of this PPA in accordance with clause 3.3 or 3.4 the Developer's and the Council's obligations under this PPA shall cease forthwith save that the Developer agrees to pay the Council's reasonable costs and fees incurred lawfully pursuant to this PPA up to the termination date following the provision following the provision of detailed timesheets or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council.

#### **10. DISPUTES**

10.1 In the event of any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this PPA or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law), the Parties shall work together and endeavour to resolve the dispute or difference by mutual agreement.

10.2 If such resolution cannot be reached within 20 Working Days, the matter shall be referred to the Project Manager for the Developer and the Strategic Planning Manager for the Council, or other person(s) of appropriate seniority as a Party may nominate to endeavour to resolve the dispute or difference by mutual agreement.

10.3 Where having followed the process provided for in paragraph 10.1 and 10.2 the matter in dispute between the Parties is not resolved between the Parties either Party may refer the matter in dispute to be determined by arbitration in accordance with the DCO.

10.4 This clause 10 does not apply to any dispute arising in respect of the Council's decision on a Discharge Application or any other application or approval required under the DCO which remain subject to the provisions contained in Schedule 3 of the DCO (procedure for approvals, consents and appeals).

10.5 For the avoidance of doubt, nothing in this clause shall fetter any party's right to bring an action in Court.

#### **11. CONFIDENTIALITY AND FREEDOM OF INFORMATION**

11.1 It is accepted by the Parties that implementation of the PPA will require trust and may also require the submission of confidential commercial information which should not be disclosed to any third party without the consent of the Developer.

- 11.2 This clause 11 shall not affect the Council's duty to disclose information where it is required by law to do so following a Freedom of Information or Environmental Information Regulations request for information held by the Council.
- 11.3 Where the Council receives any requests under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 for any information concerning the Proposed Development or this PPA, it shall consult the Developer prior to release of any requested information and shall take into account any representations made by the Developer.
- 11.4 Following the termination of this PPA the Developer may require, via written notice, the Council to return or destroy any and all information provided by the Developer and which is stated by the Developer to be confidential commercial information and the Council agrees that upon receipt of such a request it shall return or destroy all confidential information as requested.

**12. THIRD PARTY RIGHTS**

- 12.1 Any person who is not a party to this PPA has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this PPA.

**13. REASONABLENESS**

- 13.1 Unless expressly stated otherwise where under this PPA any approval, agreement or action is required to be given by, reached or taken by any Party or any response is requested by any such approval, agreement or action, it will not be unreasonably withheld or delayed and the Parties will act reasonably at all times.

**14. TRANSFER OF POWERS**

- 14.1 In the event that:

- 14.1.1 any person other than the Developer is appointed as the "Undertaker" (as defined in the DCO) for the purposes of the DCO in relation to parts of the Proposed Development for the purpose of any works affecting or likely to affect land within the Council's administrative boundary; and/or

- 14.1.2 powers of the "Undertaker" relevant to the parts of the Proposed Development which may include works affecting or likely to affect land within the Council's administrative boundary are devolved to any other person,

(the 'Transferee'), the Undertaker will:

- 14.1.3 prior to the transfer of powers require the Transferee to enter into a deed of covenant in favour of the Council that the Transferee shall observe and perform the obligations on the Undertaker under this PPA as though the Transferee had been an original party to this PPA; and

- 14.1.4 remain liable for any breach of this PPA relevant to such part of the Proposed Development for which the Transferee is to be the "Undertaker" or to which the powers of the Undertaker are to be devolved until that Transferee has entered into a deed of covenant in accordance with this clause.

- 14.2 The Undertaker shall not transfer, assign or otherwise part with the benefit of this Agreement in whole or in part without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed).

**15. NOTICES AND NOTIFICATIONS**

- 15.1 Any notice or notification under this PPA shall be in writing and shall be served on the following persons at the address set out below or as otherwise specified by the relevant party by notice in writing to each other party:

<b>Developer</b>	<b>Council</b>
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AQUIND – Project Manager AQUIND Limited 78 Pall Mall London SW1Y 5ES	Assistant Director of Planning and Economic Growth, Portsmouth City Council, Civic Offices, Guildhall Square, Portsmouth PO1 2AL
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- 15.2 Any notice or other communication shall be deemed to have been duly received:
- 15.2.1 if delivered by hand, when left at the address and for the contact referred to in this clause;
  - 15.2.2 if sent by pre-paid first class post or recorded delivery, by 9.00am on the second Working Day after posting; or
  - 15.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 15.3 A copy of any notice or notification shall also be sent by e-mail to the relevant party's Authorised Representative(s), but for the avoidance of doubt a notice or notification given under this Agreement is not valid if served by e-mail.
- 15.4 These provisions shall not apply to the service of any proceedings or other documents in any legal action.
16. **SEVERABILITY**
- 16.1 If any provision of this PPA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected, impaired or called into question and shall remain in full force and effect.
17. **VAT**
- 17.1 The Parties agree that the hourly rates set out in clause 6.1 are exclusive of any VAT payable but that the Council will (where lawful) seek to invoice the Developer on the basis that the Council will pay the relevant VAT and the Developer will pay only the base amount.
18. **GOOD FAITH**
- 18.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this PPA.
19. **JURISDICTION**
- 19.1 This PPA is governed by and shall be interpreted in accordance with the law of England and it is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

**EXECUTED** by the Parties on the date stated at the beginning of this PPA.

Signed for and on behalf of

**AQUIND LIMITED**

Director .....

Signed by (Print name).....

Signed for and on behalf of

**PORTSMOUTH CITY COUNCIL**

Representative.....

Signed by (Print name).....

**SCHEDULE 1**

**THE DEVELOPER'S PERFORMANCE STANDARDS**

The Developer agrees to achieve the following performance standards at all times:

1. To respond substantively to any written request from the Council for additional information within 10 working days of such written request from the Council (or such other time period as may be agreed) necessary in order to enable the Council to discharge its obligations and to respond to all other communications associated with this PPA promptly or within such other time as may be agreed between the Parties;
2. To provide to the Council at least 5 working days prior to any meeting (or such other time period as may be agreed) all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified; and
3. To provide to the Council within 5 working days of any meeting, the minutes or action points arising from that meeting.

## **SCHEDULE 2**

### **THE COUNCIL'S PERFORMANCE STANDARDS**

In addition to its statutory obligations, the Council agrees to achieve the following performance standards at all times:

1. To ensure that it and its employees, sub-contractors, agents or representatives use all reasonable skill and care in the performance of processing and determining any and all Discharge Applications (but for the avoidance of doubt the Council shall not be liable for damages under this paragraph 1);
2. To provide such resource in order to properly carry out the processing and determination of any and all Discharge Applications;
3. To respond substantively to all emails, letters and telephone calls with or from the Developer, or its agents or consultants in connection with a Discharge Application or the performance of this Agreement within 5 working days of receipt or such other time period as may be agreed between the Parties.
4. Where reasonably requested by the Developer and as required make available, within 5 working days, an officer with appropriate level of authority and relevant experience to attend meetings in respect of any Discharge Application;
5. Notify the Developer at least 5 working days prior to any meeting of the Committee at which any report or matter relevant to any Discharge Application or the Proposed Development will be discussed and / or considered and to provide the Developer with a copy of any report to the Committee at that time or where any such report has not been published at that time as soon as reasonably practicable thereafter and in any event prior to the meeting of the Committee taking place;
6. Not to appoint external consultants without the Developer's express prior written approval (such request for prior approval to contain a description of the scope of works to be carried out by the external consultant, a description of the experience of the persons proposed to be appointed to confirm their suitability to carry out the scope of works, the rates to be charged by them and a fee estimate for carrying out the scope of works) save that the Council need not inform the Developer of the appointment of external consultants where any external consultants are to be appointed at the Council's own expense; and
7. To invoice the Developer in respect of the reasonable costs incurred in accordance with the charging principles provided for at clause [7] of this PPA on a monthly basis. The Council shall accompany its invoices with detailed timesheets which include the information provided for at clause [4.1.4 (A)] and copies of any invoices during the period covered by the invoice and in respect of approved appointed external consultants confirmation of the work undertaken by them and the amounts applicable to such work.

**SCHEDULE 3**

**LIST OF REQUIREMENTS AND OTHER RELEVANT PROVISIONS**

**Table A: Summary of DCO provisions which require approval from the Council [Based on Deadline 6 draft DCO]**

DCO Provision	Submission to the Council for approval (in respect of works within the Council’s administrative boundary)	Estimated Cost
<p>Article 10 (Power to alter layout etc. of streets)</p>	<p>Requirement to obtain <u>approval</u> from the street authority to exercise the powers in Article 10(1), such approval is not to be unreasonably withheld or delayed.</p> <p>Article 10(1) provides that the undertaker may for the purpose of constructing and maintaining the authorised development, permanently or temporarily alter the layout of any street (and carry out works ancillary to such alterations) whether or not within the Order limits and the layout of any street having a junction with such a street and, without limiting the scope of this paragraph, the undertaker may–</p> <ul style="list-style-type: none"> <li>(a) increase the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track, central reservation or verge within a street;</li> <li>(b) alter the level or increase the width of any such street, kerb, footpath, footway, cycle track, central reservation or verge;</li> <li>(c) reduce the width of the carriageway of the street;</li> <li>(d) execute any works to widen or alter the alignment of pavements;</li> <li>(e) make and maintain crossovers and passing places;</li> <li>(f) execute any works of surfacing or resurfacing of the street;</li> <li>(g) carry out works for the provision or alteration of parking places, loading bays and cycle tracks;</li> <li>(h) carry out works necessary to alter or provide facilities for the management and protection of pedestrians; and</li> <li>(i) execute any works to provide or improve sight lines required by the relevant street authority.</li> </ul> <p>If a street authority which receives an application for approval fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which the application was made, it is deemed to have granted consent.</p>	<p>[Council to insert Estimated Cost for each Discharge Application in accordance with clause 7.2]</p>

<p>Article 11 (Street works)</p>	<p>Article 11(1) provides that the undertaker may, for the purpose of the authorised development, enter any of the streets within the Order limits and may without the consent of the relevant street authority—</p> <ul style="list-style-type: none"> <li>(a) break up or open the street, or any sewer, drain or tunnel under it;</li> <li>(b) tunnel or bore under the street or carry out works to strengthen or repair the carriageway;</li> <li>(c) place or keep apparatus in, on or under the street;</li> <li>(d) maintain, renew or alter apparatus in, on or under the street or change its position;</li> <li>(e) execute and maintain any works to provide hard and soft landscaping;</li> <li>(f) carry out re-lining and placement of road markings;</li> <li>(g) remove and install temporary and permanent signage;</li> <li>(h) remove, replace and relocate any street furniture; and</li> <li>(i) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (i).</li> </ul> <p>Without limiting the scope of the powers conferred by Article 11(1) but subject to the <u>consent</u> of the relevant street authority, which consent must not be unreasonably withheld or delayed, the undertaker may, for the purposes of the authorised development, enter any other street whether or not within the Order limits, for the purposes of carrying out the works set out at Article 11(1) above.</p> <p>If a relevant street authority that receives an application for consent fails to notify the undertaker of its decision within 42 days beginning with the date on which the application was made, that authority will be deemed to have granted consent.</p>	
<p>Article 13 (Temporary closure, alteration, diversion or restriction of streets, public rights of way and permissive paths)</p>	<p>The undertaker must not temporarily close, alter, divert or restrict;</p> <ul style="list-style-type: none"> <li>(a) any street, public right of way or permissive path as mentioned in Article 14(4) of the Order without first <u>consulting the relevant street authority</u>; and</li> <li>(b) any other street, public right of way or permissive path without the <u>consent of the street authority</u> which may attach reasonable conditions to any consent, but such consent may not be unreasonably withheld or delayed.</li> </ul> <p>If a relevant street authority that receives an application for consent under this requirement fails to notify the undertaker of its decision within 42 days of receiving the application, that relevant street authority will be deemed to have granted consent.</p>	

<p>Article 19(4) (Authority to survey and investigate the land)</p>	<p>For any trial holes, boreholes or excavations to be made under Article 19, requirement to obtain the <u>consent</u> of (i) the relevant highway authority in land located within the highway boundary, or (ii) the relevant street authority in a private street.</p> <p>If a relevant highway authority or a relevant street authority receives an application for consent under this article and fails to notify the undertaker of its decision within 28 days' of receiving the application, that authority will be deemed to have granted consent.</p>	
<p>Requirement 6 (Detailed Design Approvals)</p>	<p>Requirement to obtain <u>approval</u> from the relevant planning authority of the detailed design prior to commencement of the specified works in any phase. The particular elements of the authorised development which require <u>approval</u> within the Council's administrative boundary are:</p> <p><b>Works No. 4 (HVDC cables):</b></p> <ul style="list-style-type: none"> <li>(a) proposed layout of the onshore HVDC cables;</li> <li>(b) proposed depth of installation of the onshore HVDC cables;</li> <li>(c) indicative location of the joint bays, link boxes and link pillars;</li> <li>(d) where included within the relevant phase the spatial extent and layout of any HDD compound; and</li> <li>(e) where included within the relevant phase the spatial extent and layout of any trenchless installation techniques compound.</li> </ul> <p>The information submitted for approval in respect of any phase must confirm how the details accord with the design principles for the onshore cable corridor.</p> <p><b>Works No. 5 (onshore connection works including the optical regeneration station):</b></p> <ul style="list-style-type: none"> <li>(a) layout;</li> <li>(b) scale;</li> <li>(c) proposed finished floor levels;</li> <li>(d) external appearance and materials;</li> <li>(e) hard surfacing materials;</li> <li>(f) vehicular access, parking and circulation areas;</li> <li>(g) permanent fencing; and</li> <li>(h) proposed services above and below, ground, including drainage, power and communications cables and pipelines, manholes and supports, security measures and plant.</li> </ul>	

	<p>The information submitted for approval must confirm how those details accord with the design principles for the optical regeneration stations.</p> <p><b>Works No. 5 (onshore connection works excluding the optical regeneration stations):</b></p> <ul style="list-style-type: none"> <li>(a) layout;</li> <li>(b) external appearance and materials;</li> <li>(c) hard surfacing materials;</li> <li>(d) vehicular access, parking and circulation areas;</li> <li>(e) proposed services above and below, ground, including drainage, power and communications cables and pipelines, manholes and supports.</li> </ul>	
<p>Requirement 7 (Landscaping)</p>	<p>No phase of Works No. 4 or the construction of the optical regeneration stations within Works No. 5 may commence and no onshore site preparation works in relation to any such phase may be carried out until a detailed landscaping scheme in relation to that phase (which accords with the outline landscape and biodiversity strategy in so far as relevant to it and the design principles relating to landscaping) has been submitted to and <u>approved</u> by the relevant planning authority.</p> <p>The scheme must include details of all proposed hard and soft landscaping works, including-</p> <ul style="list-style-type: none"> <li>(a) surveys, assessments and method statements as guided by BS 5837;</li> <li>(b) location, number, species, size, plant protection measures and planting density of any proposed planting;</li> <li>(c) cultivation, importing of materials and other operations to ensure plant establishment;</li> <li>(d) hard surfacing materials;</li> <li>(e) implementation timetables for all landscaping works;</li> <li>(f) management, maintenance and monitoring plans and prescriptions; and</li> <li>(g) management responsibilities.</li> </ul>	
<p>Requirement 9 (Biodiversity management plan)</p>	<p>Requirement to submit a written biodiversity management plan to the relevant local planning authority for <u>approval</u> prior to commencement of: (1) Works No. 5 (onshore connection works); (2) Works No. 4 (HVDC Cables); or (3) any onshore site preparation works.</p> <p>The written biodiversity management plan shall be <u>approved</u> by the relevant planning authority <u>in consultation</u> with the relevant statutory nature conservation bodies and, in respect of Works No. 4 and 5 (where works have the potential to have an impact on wetland habitats) the Environment Agency.</p>	

	<p>Any approved written biodiversity management plan submitted for approval must accord with the outline landscape and biodiversity strategy in so far as relevant and the relevant recommendations of appropriate British Standards, and must include:</p> <ul style="list-style-type: none"> <li>(a) measures to protect existing scrub and trees that are to be retained;</li> <li>(b) details of a scheme for the reinstatement of land used as temporary compounds during construction and any replacement planting to replace removed sections of hedgerow or removed trees;</li> <li>(c) an implementation timetable;</li> <li>(d) biodiversity management and maintenance measures; and</li> <li>(e) reptile and stag beetle precautionary method statements of works</li> </ul>	
<p>Requirement 10 (Highway accesses)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> (in <u>consultation</u> with the relevant planning authority) written details of the:</p> <ul style="list-style-type: none"> <li>(a) siting;</li> <li>(b) design;</li> <li>(c) layout;</li> <li>(d) visibility splays;</li> <li>(e) access management measures; and</li> <li>(f) a maintenance programme,</li> </ul> <p>in respect of any new permanent or temporary means of access to a highway to be used by vehicular traffic, or any alteration or improvement to an existing means of access to a highway used by vehicular traffic, prior to the commencement of any phase of the authorised development landwards of MHWS.</p>	
<p>Requirement 12 (Surface and foul water drainage)</p>	<p>Requirement to submit written details of the surface water drainage system and foul water drainage system (including means of pollution control) to the relevant planning authority for <u>approval</u>. The relevant planning authority <u>shall consult</u> with the lead local flood authority (in relation to surface water drainage) and the sewerage and drainage authority (in relation to foul water drainage)).</p> <p>Any surface or foul water drainage system submitted for <u>approval</u> must be in accordance with the flood risk assessment and the surface water and aquifer contamination mitigation strategy (in so far as relevant to the phase of the works).</p>	

	<p>If a phase of the authorised development does not include any surface or foul water drainage system the relevant planning authority will be notified.</p>	
<p>Requirement 13 (Contaminated land and groundwater)</p>	<p>Requirement to submit to the relevant planning authority for <u>approval</u> a written scheme to deal with the contamination of land prior to the commencement of any phase landwards of MHWS. The written scheme shall be in accordance with the onshore outline construction environmental management plan and surface water drainage and aquifer contamination mitigation strategy (in so far as relevant).</p> <p>If contamination is encountered the developer must halt construction of the relevant part of the development and obtain <u>approval</u> from the relevant planning authority <u>in consultation with</u> the Environment Agency (and to the extent it relates to the intertidal area, the MMO) for a written scheme detailing how the contamination will be dealt with.</p> <p>Any written scheme submitted to deal with the contamination of any land shall include an investigation and assessment report, prepared by a specialist consultant who must be <u>approved</u> by the relevant planning authority.</p> <p>Upon completion of the approved scheme, a verification report demonstrating completion of the works set out in the approved scheme and the effectiveness of the remediation must be submitted to the relevant planning authority for <u>approval</u>.</p>	
<p>Requirement 14 (Archaeology)</p>	<p>Requirement to submit to the relevant planning authority for <u>approval</u> a written scheme for the investigation of areas of archaeological interest as identified in the environmental statement prior to the commencement of any works landwards of MHWS.</p> <p>Any archaeological works or watching brief carried out under the scheme must be by a suitably qualified person or body <u>approved</u> by the relevant local planning authority.</p>	
<p>Requirement 15 (Construction environmental management plan)</p>	<p>Requirement to submit to the relevant planning authority for <u>approval</u> a construction environmental management plan prior to commencement of any works landwards of MHWS. Any construction environmental management plan must be in accordance with the outline construction environmental management plan (OCEMP).</p> <p>Any construction environmental management plan must be in accordance with the outline construction environmental management plan and, so far as relevant to that phase, must:</p> <ul style="list-style-type: none"> <li>(a) contain a record of all sensitive environmental features that have the potential to be affected by construction;</li> <li>(b) contain details of a local community liaison responsibilities;</li> <li>(c) include the following management plans and measures (as relevant to and necessary in connection with the relevant phase of the authorised development) –</li> </ul>	

	<ul style="list-style-type: none"> <li>a. soil resources management plan (in accordance with the outline soil resources and management plan);</li> <li>b. materials management plan (in accordance with the outline materials management plan);</li> <li>c. waste management plan (in accordance with the framework waste management plan);</li> <li>d. arboriculture method statements;</li> <li>e. dust management plan;</li> <li>f. construction surface water drainage management plan;</li> <li>g. emergency pollution and spill response plan;</li> <li>h. earthwork management plan;</li> <li>i. surface water drainage and aquifer contamination management plan (in accordance with the surface water drainage and aquifer contamination mitigation strategy) which must include:             <ul style="list-style-type: none"> <li>i. emergency oil containment and water management plan;</li> <li>ii. installation, operation and maintenance manual;</li> <li>iii. sustainable drainage system operation and maintenance strategy;</li> <li>iv. civil asset management plan;</li> <li>v. earthworks method statement and communication plan; and</li> <li>vi. piling works risk assessment,</li> </ul> </li> <li>j. air quality stakeholder communication plan.</li> </ul>	
<p>Requirement 17 (Construction traffic management plan)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> a construction management plan (in accordance with the framework construction traffic management plan) prior to the commencement of any phase of the authorised development landwards of MHWS.</p>	
<p>Requirement 18 (Construction hours)</p>	<p>Requirement to carry out construction work within the specified hours, unless otherwise <u>agreed</u> with the local planning authority.</p> <p>In the event of an emergency, requirement to notify the relevant planning authority of the emergency as is reasonably practicable.</p>	

<p>Requirement 19 (Converter station operational access strategy)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> a strategy for the access and egress of vehicles associated with the operation and maintenance of the converter station prior to the operation of the converter station.</p>	
<p>Requirement 20 (Control of noise during the operational period)</p>	<p>Requirement to submit a noise management plan to the relevant planning authority for <u>approval</u> in respect of the optical regeneration stations.</p> <p>The noise management plans must set out the particulars of –</p> <ul style="list-style-type: none"> <li>(a) the broadband and octave band noise criteria that must be achieved, which unless otherwise agreed will be those set out in the operational broadband and octave band noise criteria document;</li> <li>(b) the noise attenuation and mitigations required to achieve the broadband and octave band noise criteria; and</li> <li>(c) a noise monitoring scheme for testing the attenuation and mitigation measures provided under subparagraph (b) which must include – <ul style="list-style-type: none"> <li>i. the circumstances under which noise will be monitored;</li> <li>ii. the locations at which noise will be monitored, which unless otherwise agreed will be the locations specified in the operational broadband and octave band noise criteria document;</li> <li>iii. the method for noise measurement (which must be in accordance with BS 4142:2014+A1:2019, an equivalent successor standard or other agreed noise measurement methodology appropriate to the circumstances); and</li> <li>iv. a complaints procedure.</li> </ul> </li> </ul>	
<p>Requirement 21 (Travel Plan)</p>	<p>Requirement to <u>consult</u> with the relevant planning authority and the relevant highway authority on a travel plan for the contractor's workforce.</p> <p>The travel plan must then be submitted to and <u>approved</u> the relevant planning authority and must (i) be in accordance with the framework construction worker travel plan (in so far as relevant); and (ii) include details of the expected means of travel to and from Works No. 2 (including in connection with Works No.4) and Works No. 5 and any parking to be provided.</p>	
<p>Requirement 24 (Decommissioning)</p>	<p>Requirement to submit a written scheme of decommissioning for that part to the relevant planning authority for <u>approval</u> within 12 months of the date that the undertaker decides to decommission any part of the authority development landwards of MHWS.</p> <p>The written scheme of decommissioning must include details of:</p>	

	<ul style="list-style-type: none"> <li>(a) the buildings to be demolished;</li> <li>(b) the means or removal of the materials resulting from the decommissioning works;</li> <li>(c) the phasing of the demolition and removal works;</li> <li>(d) any restoration works to restore the land to a condition agreed with the relevant planning authority;</li> <li>(e) the phasing of any restoration works; and</li> <li>(f) a timetable for the implementation of the scheme.</li> </ul>	
<p>Requirement 25 (Traffic management strategy)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> a traffic management strategy (substantially in accordance with the framework traffic management strategy) detailing:</p> <ul style="list-style-type: none"> <li>(a) plans detailing the extent of the works;</li> <li>(b) the construction methodology in relation to the works including details of the hours of the day within which the works are to be carried out;</li> <li>(c) a schedule of timings for the works, including the dates and durations for any closures of any part of the public highway;</li> <li>(d) the traffic management strategy to be implemented in relation to those works, including details of any traffic signals and signs and any traffic regulation measures proposed in connection with those works;</li> <li>(e) a schedule of condition of any part of the public highway to be affected by the works;</li> <li>(f) a specification of the condition of the parts of the public highway where the works are to be undertaken;</li> <li>(g) details of any lighting to be used in connection with the works for the duration that the works are being undertaken;</li> <li>(h) contact details for the client and contractor carrying out the works;</li> <li>(i) details of the advanced publicity to be carried out in connection with those works; and</li> <li>(j) details of the proposed approach to the reinstatement of the public highway in connection with those works, including (where applicable) details of both temporary and permanent reinstatement,</li> </ul> <p>prior to the commencement of any phase of Works No.4 being undertaken on the highway.</p>	
<p>Requirement 26 (Requirement for written approval)</p>	<p>Any <u>approval</u> or agreement provided by the relevant planning authority must be given in writing.</p>	

Requirement 27 (Amendments to approved details)	<p>Any amendments to approved details must be <u>agreed in writing</u> by the relevant planning authority and carried out in accordance as approved.</p> <p>Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement and not give rise to any materially new or materially different environmental effects from those assessed in the environmental statement. For the avoidance of doubt, the approved details are taken to include any amendments that may subsequently be approved in writing by the relevant planning authority or that other person in accordance with the dDCO provisions.</p>	
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**Table B: Other relevant provisions**

DCO Provision	Summary
Article 7(7) (Transfer of the Benefit of the Order)	Requirement to <u>give notice</u> of any transfer of the benefit of the Order to the relevant planning authority.
Article 16(2) (Traffic regulation)	<p>Article 16(1) contains powers relating to traffic regulation. The powers in Article 16(1) may only be exercised if, in accordance with Article 16(3):</p> <ul style="list-style-type: none"> <li>(a) not less than 28 days' <u>notice</u> in writing is given to the chief officer of police and to the relevant traffic authority; and</li> <li>(b) if the intention to exercise the powers is advertised in such manner as the relevant traffic authority may specify in writing within 7 days' of its receipt of notice at (a).</li> </ul> <p>Before complying with Article 16(3), there is a requirement to <u>consult</u> the chief officer of police and the relevant highway authority in whose area the street is situated.</p> <p>Any prohibition, restriction or other provision made by the undertaker under Article 16(1)</p> <ul style="list-style-type: none"> <li>(a) has effect if made by: <ul style="list-style-type: none"> <li>(i) the relevant traffic authority in whose area the street is situated as a traffic regulation order under the 1984 Act; or</li> <li>(ii) the local authority in whose area the street is situated as an order under section 32 (Power of local authorities to provide parking spaces) of the 1984 Act, and the instrument by which it is effected may specify savings and exemptions to which the prohibition, restriction or other provision is subject; and</li> </ul> </li> </ul>

	<p>(b) is deemed to be a traffic order for the purposes of Schedule 7 (road traffic contraventions subject to civil enforcement) to the Traffic Management Act 2004.</p> <p>If the relevant traffic authority fails to notify the undertaker of its decision within 42 days of receiving an <u>application for consent</u> under paragraph (1) the relevant traffic authority is deemed to have granted consent.</p>
Requirement 2 (Time Limits)	Requirement to <u>give notice</u> to the relevant planning authority no less than 7 working days prior to (i) commencement and (ii) the carrying out of any onshore site preparation works.
Requirement 8 (Implementation and maintenance of landscaping)	<p>Requirement to replace any tree or shrub planted or any seeded area as part of an approved landscaping scheme if it is removed, dies or becomes, <u>in the opinion of the relevant planning authority</u>, seriously damaged or diseased, or in the case of any seed area, reseeded with the same type unless otherwise approved by the relevant planning authority.</p> <p>Replacement planting to be of the same species and size as that originally planted, unless otherwise <u>approved</u> by the relevant planning authority.</p>
Requirement 22 (Restoration of land used temporarily for construction)	<p>Requirement to <u>confirm</u> to the relevant planning authorities the construction completion date.</p> <p>Any land which is used temporarily for construction must be reinstated to its former condition, or such condition as the relevant local planning authority <u>may approve</u> but which may not be to a standard which is higher than its former condition. within not more than twelve months of the date of the completion of the construction of the authorised development.</p>

**DATED** \_\_\_\_\_ **2021**

**(1) AQUIND LIMITED**

**(2) PORTSMOUTH CITY COUNCIL**

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**PLANNING PERFORMANCE AGREEMENT**

relating to the discharge of DCO Requirements for the  
proposed AQUIND interconnector between France and the  
UK

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**THIS PLANNING PERFORMANCE AGREEMENT** is made on 2021

**BETWEEN:**

- (1) **AQUIND LIMITED** (company registration number 06681477) whose registered office is at OGN House, Hadrian Way, Wallsend NE28 6HL (the "**Developer**"); and
  - (2) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Walk, PO1 2AL (the "**Council**")
- (each a "**Party**" and together, the "**Parties**")

**RECITALS:**

- (A) On 14 November 2019 the Developer submitted the DCO Application to the Secretary of State for Business, Energy & Industrial Strategy in respect of the Proposed Development. The DCO Application was accepted for examination on Thursday 12 December 2020 and the examination commenced on 8 September 2020.
- (B) The terrestrial elements of the Proposed Development are to be located between Eastney, Portsmouth and the National Grid Substation at Lovedean, being part of the Project comprising a high voltage direct current electrical interconnector between France and the UK.
- (C) Subject to the receiving all necessary consents and approvals the Developer intends to construct and operate the Project.
- (D) The Council is a local planning authority and local highways authority for an administrative area that will if the DCO is made host part of the Proposed Development and the Council will be responsible for the discharge of certain Requirements.
- (E) The proper discharge of the Requirements will require Council resources and it is important that the Council performs its statutory functions, both for the Developer and for all other Authorities, promptly, thoroughly, fairly and impartially.
- (F) This PPA is entered into to secure the timely and diligent discharge of functions by the Council under the DCO following the grant of the DCO by the Secretary of State and to set out the basis on which the Council may claim certain costs from the Developer, in each case without prejudice to the Council's ability to properly and independently discharge its functions (whether statutory or otherwise) satisfactorily.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this agreement (which includes the Recitals to it) the following words and expressions have the following meanings unless the context otherwise requires:

2008 Act	means the Planning Act 2008;
Authorities	means Havant Borough Council, East Hampshire District Council, Hampshire County Council, the South Downs National Park Authority and Winchester City Council;
Commencement of Development	means in relation to any works comprised in the Proposed Development landwards of mean high water springs beginning to carry out any material operation, as defined in section 155 of the 2008 Act forming part, or carried out for the purposes, of the Proposed Development and the words "commencement" and

“commenced” are to be construed accordingly;

Completion of Commissioning	means the date when the Project has been fully tested and verified that it is able to transmit its rated power capacity between the UK and French grid connection points;
DCO	means the development consent order for the Proposed Development (if made) by the Secretary of State and as may be amended from time to time;
DCO Application	means the application for the DCO submitted to the Secretary of State for the Project and accepted by the Planning Inspectorate on 12 December 2019 with reference EN020022;
Discharge Application	an application to the Council for determination to discharge one or more of the Requirements as listed in Schedule [3] attached hereto;
Estimated Cost	means the total estimated cost of each Discharge Application as set out in the third column of Table A in Schedule [3] attached hereto;
PPA	means this Planning Performance Agreement entered into by the Parties;
Project	means AQUIND Interconnector a new 2,000 MW subsea and underground High Voltage Direct Current ('HVDC') bi-directional electric power transmission link between the South Coast of England and Normandy in France with the capacity to transmit up to 16,000,000 MWh of electricity per annum;
Proposed Development	means those elements of the Project located in the UK and the UK Marine Area for which the DCO is granted;
Requirements	means a requirement contained in Schedule 2 of the DCO or any other request made by the Developer for the Council's views, consent or approval under the DCO, as listed in Schedule [3] hereto;
Secretary of State	means the Secretary of State having the function of receiving, examining and determining the DCO Application under the 2008 Act;



refused, revoked or is otherwise withdrawn or modified (without the consent of the Developer) then this PPA shall forthwith determine and cease to have effect.

#### 4. THE DEVELOPER'S OBLIGATIONS

4.1 The Developer agrees to:

- 4.1.1 designate an experienced person who alone or as part of a team shall be responsible for the Developer's obligations in accordance with this Agreement and shall be the principal person at the Developer for the Council to communicate with (**Developer's Authorised Representative**);
- 4.1.2 comply with the performance standards set out in Schedule [1] of this PPA;
- 4.1.3 comply with Schedule 3 of the DCO (procedure for approvals, consents and appeals).
- 4.1.4 pay the Council's reasonable incurred costs to be calculated based on the agreed rates (exclusive of VAT) in respect of each Discharge Application within 28 days following the provision of detailed timesheets or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council:
  - (A) all detailed timesheets to be provided will be required to include the following information:
    - (1) description of the activity undertaken;
    - (2) details of the personnel undertaking the activity; and
    - (3) details of the time spent on the activity and the date(s) on which the activity was undertaken.
- 4.1.5 where prior express approval for such costs has been obtained by the Council from the Developer, pay to the Council the costs of external consultants for the carrying out of tasks on behalf of the Council which shall not be more than £250 per hour (inclusive of VAT) within 28 days following the provision of detailed timesheets and invoices or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council; and
- 4.1.6 to serve a notice on the Council confirming the date of Completion of Commissioning within 10 Working Days following the Completion of Commissioning.

#### 5. THE COUNCIL'S OBLIGATIONS

5.1 Without prejudice to the proper performance of its statutory functions and legal obligations, the Council agrees to:

- 5.1.1 designate a dedicated experienced planning officer and highways officer who alone or part of a team shall be responsible for carrying out the Council's obligations in accordance with this PPA and shall be the principal persons at the Council for the Developer to communicate with (**Council's Authorised Representative**);
- 5.1.2 comply with the Performance Standards set out in Schedule [2] of this PPA;
- 5.1.3 comply with Schedule 3 of the DCO (procedure for approvals, consents and appeals);
- 5.1.4 comply with the charging principles in clause [7]; and
- 5.1.5 if a requirement arises for joint working with other Authorities then the Council shall act so as to cooperate fully with those Authorities in complying with its obligations under this PPA.

5.2 The Council must within 10 Working Days of a request by the Developer provide the names and contact details of the relevant personnel who will be dealing with the Discharge Applications.

**6. RESOURCING AND FUNDING**

6.1 The following hourly rates shall apply to all work carried out pursuant to this PPA:

<b>Person or Work to which rate applies</b>	<b>Applicable Hourly Rate</b>
[Council to insert]	

6.2 The Council shall submit invoices to the Developer on a monthly basis.

**7. CHARGING PRINCIPLES**

7.1 The funding arrangements entered into between the Parties in this PPA are to be in accordance with the following principles:

- 7.1.1 the charging relates exclusively to the Council's recovery of their costs for the provision of services under the DCO;
- 7.1.2 the agreed fees and any payments are on a not-for-profit basis (year by year) and, taking one year with another, the income from the charges for such services must not exceed the cost of providing them;
- 7.1.3 there shall be full transparency with regards to costs incurred; and
- 7.1.4 the sole basis for charging is that the Council can recover resources expended in discharging the Requirements.

7.2 Following the grant of the DCO by the Secretary of State the Council shall complete the third column of Table A in Schedule [3] and provide the Developer with an updated schedule setting out the Estimated Costs for each Discharge Application and such costs shall be agreed between the Developer and the Council prior to the Council charging any costs in respect of a Discharge Application under this Agreement.

7.3 Until such time as the Estimated Costs for each Discharge Application are agreed between the parties pursuant to [clause 7.2 above], [Schedule 3, paragraph x] of the dDCO shall continue to apply in respect of any request for written consent, agreement or approval pursuant to the DCO (including in respect of any Discharge Application).

7.4 If the Council considers that the Estimated Cost listed in the third column of Table A in Schedule [3] is likely to be exceeded in respect of any Discharge Application it shall notify the Developer immediately and agree a revised Estimated Cost in respect of that Discharge Application.

7.5 Any charging by the Council under this Agreement must be carried out in accordance with the provisions of section 93 of the Local Government Act 2003, any relevant Government guidance and the guidance and requirements of the professional code of practice issued by the CIPFA from time to time.

7.6 The Council shall keep proper records of the expenditure and allocation of monies paid to it pursuant to this Agreement, will operate in an open and transparent manner in respect of all work done and monies claimed pursuant to this PPA and shall make those records fully available to the Developer to audit within 10 Working Days' of a request to view them.

7.7 This PPA does not oblige the Developer to proceed with any aspects of the Project.

#### **8. AMENDMENT AND REVIEW**

8.1 Amendments to this PPA may be agreed in writing between the Parties at any time.

8.2 The Parties agree that in the event that the Secretary of State grants the DCO with amendments to the Requirements (compared to that proposed by the Developer in its draft DCO submitted to the Examining Authority on **[insert date]**), the Parties will meet to discuss the impacts on the Parties and will work co-operatively to agree and document any necessary changes to this PPA.

8.3 Upon the Developer's request, the Council shall agree to attend review meetings with the Developer to discuss the Developer's proposals for the submission of details or schemes (as the case may be) to enable the Council to determine a Discharge Application.

#### **9. BREACH AND TERMINATION**

9.1 If either Party considers that the principles and intentions of this PPA are not being followed, it will draw this to the attention of the other Party. The other Party will then have a period of not less than 10 working days within which to comment on and / or address the concerns so raised.

9.2 Upon the termination of this PPA in accordance with clause 3.3 or 3.4 the Developer's and the Council's obligations under this PPA shall cease forthwith save that the Developer agrees to pay the Council's reasonable costs and fees incurred lawfully pursuant to this PPA up to the termination date following the provision following the provision of detailed timesheets or in the event of dispute following the agreement of the detailed timesheets between the Developer and the Council.

#### **10. DISPUTES**

10.1 In the event of any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this PPA or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law), the Parties shall work together and endeavour to resolve the dispute or difference by mutual agreement.

10.2 If such resolution cannot be reached within 20 Working Days, the matter shall be referred to the Project Manager for the Developer and the Strategic Planning Manager for the Council, or other person(s) of appropriate seniority as a Party may nominate to endeavour to resolve the dispute or difference by mutual agreement.

10.3 Where having followed the process provided for in paragraph 10.1 and 10.2 the matter in dispute between the Parties is not resolved between the Parties either Party may refer the matter in dispute to be determined by arbitration in accordance with the DCO.

10.4 This clause 10 does not apply to any dispute arising in respect of the Council's decision on a Discharge Application or any other application or approval required under the DCO which remain subject to the provisions contained in Schedule 3 of the DCO (procedure for approvals, consents and appeals).

10.5 For the avoidance of doubt, nothing in this clause shall fetter any party's right to bring an action in Court.

#### **11. CONFIDENTIALITY AND FREEDOM OF INFORMATION**

11.1 It is accepted by the Parties that implementation of the PPA will require trust and may also require the submission of confidential commercial information which should not be disclosed to any third party without the consent of the Developer.

- 11.2 This clause 11 shall not affect the Council's duty to disclose information where it is required by law to do so following a Freedom of Information or Environmental Information Regulations request for information held by the Council.
- 11.3 Where the Council receives any requests under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 for any information concerning the Proposed Development or this PPA, it shall consult the Developer prior to release of any requested information and shall take into account any representations made by the Developer.
- 11.4 Following the termination of this PPA the Developer may require, via written notice, the Council to return or destroy any and all information provided by the Developer and which is stated by the Developer to be confidential commercial information and the Council agrees that upon receipt of such a request it shall return or destroy all confidential information as requested.

**12. THIRD PARTY RIGHTS**

- 12.1 Any person who is not a party to this PPA has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this PPA.

**13. REASONABLENESS**

- 13.1 Unless expressly stated otherwise where under this PPA any approval, agreement or action is required to be given by, reached or taken by any Party or any response is requested by any such approval, agreement or action, it will not be unreasonably withheld or delayed and the Parties will act reasonably at all times.

**14. TRANSFER OF POWERS**

- 14.1 In the event that:

- 14.1.1 any person other than the Developer is appointed as the "Undertaker" (as defined in the DCO) for the purposes of the DCO in relation to parts of the Proposed Development for the purpose of any works affecting or likely to affect land within the Council's administrative boundary; and/or

- 14.1.2 powers of the "Undertaker" relevant to the parts of the Proposed Development which may include works affecting or likely to affect land within the Council's administrative boundary are devolved to any other person,

(the 'Transferee'), the Undertaker will:

- 14.1.3 prior to the transfer of powers require the Transferee to enter into a deed of covenant in favour of the Council that the Transferee shall observe and perform the obligations on the Undertaker under this PPA as though the Transferee had been an original party to this PPA; and

- 14.1.4 remain liable for any breach of this PPA relevant to such part of the Proposed Development for which the Transferee is to be the "Undertaker" or to which the powers of the Undertaker are to be devolved until that Transferee has entered into a deed of covenant in accordance with this clause.

- 14.2 The Undertaker shall not transfer, assign or otherwise part with the benefit of this Agreement in whole or in part without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed).

**15. NOTICES AND NOTIFICATIONS**

- 15.1 Any notice or notification under this PPA shall be in writing and shall be served on the following persons at the address set out below or as otherwise specified by the relevant party by notice in writing to each other party:

<b>Developer</b>	<b>Council</b>
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AQUIND – Project Manager AQUIND Limited 78 Pall Mall London SW1Y 5ES	Assistant Director of Planning and Economic Growth, Portsmouth City Council, Civic Offices, Guildhall Square, Portsmouth PO1 2AL
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- 15.2 Any notice or other communication shall be deemed to have been duly received:
- 15.2.1 if delivered by hand, when left at the address and for the contact referred to in this clause;
  - 15.2.2 if sent by pre-paid first class post or recorded delivery, by 9.00am on the second Working Day after posting; or
  - 15.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 15.3 A copy of any notice or notification shall also be sent by e-mail to the relevant party's Authorised Representative(s), but for the avoidance of doubt a notice or notification given under this Agreement is not valid if served by e-mail.
- 15.4 These provisions shall not apply to the service of any proceedings or other documents in any legal action.
16. **SEVERABILITY**
- 16.1 If any provision of this PPA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected, impaired or called into question and shall remain in full force and effect.
17. **VAT**
- 17.1 The Parties agree that the hourly rates set out in clause 6.1 are exclusive of any VAT payable but that the Council will (where lawful) seek to invoice the Developer on the basis that the Council will pay the relevant VAT and the Developer will pay only the base amount.
18. **GOOD FAITH**
- 18.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this PPA.
19. **JURISDICTION**
- 19.1 This PPA is governed by and shall be interpreted in accordance with the law of England and it is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the English Courts.

**EXECUTED** by the Parties on the date stated at the beginning of this PPA.

Signed for and on behalf of

**AQUIND LIMITED**

Director .....

Signed by (Print name).....

Signed for and on behalf of

**PORTSMOUTH CITY COUNCIL**

Representative.....

Signed by (Print name).....

**SCHEDULE 1**

**THE DEVELOPER'S PERFORMANCE STANDARDS**

The Developer agrees to achieve the following performance standards at all times:

1. To respond substantively to any written request from the Council for additional information within 10 working days of such written request from the Council (or such other time period as may be agreed) necessary in order to enable the Council to discharge its obligations and to respond to all other communications associated with this PPA promptly or within such other time as may be agreed between the Parties;
2. To provide to the Council at least 5 working days prior to any meeting (or such other time period as may be agreed) all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified; and
3. To provide to the Council within 5 working days of any meeting, the minutes or action points arising from that meeting.

## **SCHEDULE 2**

### **THE COUNCIL'S PERFORMANCE STANDARDS**

In addition to its statutory obligations, the Council agrees to achieve the following performance standards at all times:

1. To ensure that it and its employees, sub-contractors, agents or representatives use all reasonable skill and care in the performance of processing and determining any and all Discharge Applications (but for the avoidance of doubt the Council shall not be liable for damages under this paragraph 1);
2. To provide such resource in order to properly carry out the processing and determination of any and all Discharge Applications;
3. To respond substantively to all emails, letters and telephone calls with or from the Developer, or its agents or consultants in connection with a Discharge Application or the performance of this Agreement within 5 working days of receipt or such other time period as may be agreed between the Parties.
4. Where reasonably requested by the Developer and as required make available, within 5 working days, an officer with appropriate level of authority and relevant experience to attend meetings in respect of any Discharge Application;
5. Notify the Developer at least 5 working days prior to any meeting of the Committee at which any report or matter relevant to any Discharge Application or the Proposed Development will be discussed and / or considered and to provide the Developer with a copy of any report to the Committee at that time or where any such report has not been published at that time as soon as reasonably practicable thereafter and in any event prior to the meeting of the Committee taking place;
6. Not to appoint external consultants without the Developer's express prior written approval (such request for prior approval to contain a description of the scope of works to be carried out by the external consultant, a description of the experience of the persons proposed to be appointed to confirm their suitability to carry out the scope of works, the rates to be charged by them and a fee estimate for carrying out the scope of works) save that the Council need not inform the Developer of the appointment of external consultants where any external consultants are to be appointed at the Council's own expense; and
7. To invoice the Developer in respect of the reasonable costs incurred in accordance with the charging principles provided for at clause [7] of this PPA on a monthly basis. The Council shall accompany its invoices with detailed timesheets which include the information provided for at clause [4.1.4 (A)] and copies of any invoices during the period covered by the invoice and in respect of approved appointed external consultants confirmation of the work undertaken by them and the amounts applicable to such work.

**SCHEDULE 3**

**LIST OF REQUIREMENTS AND OTHER RELEVANT PROVISIONS**

**Table A: Summary of DCO provisions which require approval from the Council [Based on Deadline 6 draft DCO]**

DCO Provision	Submission to the Council for approval (in respect of works within the Council’s administrative boundary)	Estimated Cost
<p>Article 10 (Power to alter layout etc. of streets)</p>	<p>Requirement to obtain <u>approval</u> from the street authority to exercise the powers in Article 10(1), such approval is not to be unreasonably withheld or delayed.</p> <p>Article 10(1) provides that the undertaker may for the purpose of constructing and maintaining the authorised development, permanently or temporarily alter the layout of any street (and carry out works ancillary to such alterations) whether or not within the Order limits and the layout of any street having a junction with such a street and, without limiting the scope of this paragraph, the undertaker may–</p> <ul style="list-style-type: none"> <li>(a) increase the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track, central reservation or verge within a street;</li> <li>(b) alter the level or increase the width of any such street, kerb, footpath, footway, cycle track, central reservation or verge;</li> <li>(c) reduce the width of the carriageway of the street;</li> <li>(d) execute any works to widen or alter the alignment of pavements;</li> <li>(e) make and maintain crossovers and passing places;</li> <li>(f) execute any works of surfacing or resurfacing of the street;</li> <li>(g) carry out works for the provision or alteration of parking places, loading bays and cycle tracks;</li> <li>(h) carry out works necessary to alter or provide facilities for the management and protection of pedestrians; and</li> <li>(i) execute any works to provide or improve sight lines required by the relevant street authority.</li> </ul> <p>If a street authority which receives an application for approval fails to notify the undertaker of its decision before the end of the period of 42 days beginning with the date on which the application was made, it is deemed to have granted consent.</p>	<p>[Council to insert Estimated Cost for each Discharge Application in accordance with clause 7.2]</p>

<p>Article 11 (Street works)</p>	<p>Article 11(1) provides that the undertaker may, for the purpose of the authorised development, enter any of the streets within the Order limits and may without the consent of the relevant street authority—</p> <ul style="list-style-type: none"> <li>(a) break up or open the street, or any sewer, drain or tunnel under it;</li> <li>(b) tunnel or bore under the street or carry out works to strengthen or repair the carriageway;</li> <li>(c) place or keep apparatus in, on or under the street;</li> <li>(d) maintain, renew or alter apparatus in, on or under the street or change its position;</li> <li>(e) execute and maintain any works to provide hard and soft landscaping;</li> <li>(f) carry out re-lining and placement of road markings;</li> <li>(g) remove and install temporary and permanent signage;</li> <li>(h) remove, replace and relocate any street furniture; and</li> <li>(i) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (i).</li> </ul> <p>Without limiting the scope of the powers conferred by Article 11(1) but subject to the <u>consent</u> of the relevant street authority, which consent must not be unreasonably withheld or delayed, the undertaker may, for the purposes of the authorised development, enter any other street whether or not within the Order limits, for the purposes of carrying out the works set out at Article 11(1) above.</p> <p>If a relevant street authority that receives an application for consent fails to notify the undertaker of its decision within 42 days beginning with the date on which the application was made, that authority will be deemed to have granted consent.</p>	
<p>Article 13 (Temporary closure, alteration, diversion or restriction of streets, public rights of way and permissive paths)</p>	<p>The undertaker must not temporarily close, alter, divert or restrict;</p> <ul style="list-style-type: none"> <li>(a) any street, public right of way or permissive path as mentioned in Article 14(4) of the Order without first <u>consulting the relevant street authority</u>; and</li> <li>(b) any other street, public right of way or permissive path without the <u>consent of the street authority</u> which may attach reasonable conditions to any consent, but such consent may not be unreasonably withheld or delayed.</li> </ul> <p>If a relevant street authority that receives an application for consent under this requirement fails to notify the undertaker of its decision within 42 days of receiving the application, that relevant street authority will be deemed to have granted consent.</p>	

<p>Article 19(4) (Authority to survey and investigate the land)</p>	<p>For any trial holes, boreholes or excavations to be made under Article 19, requirement to obtain the <u>consent</u> of (i) the relevant highway authority in land located within the highway boundary, or (ii) the relevant street authority in a private street.</p> <p>If a relevant highway authority or a relevant street authority receives an application for consent under this article and fails to notify the undertaker of its decision within 28 days' of receiving the application, that authority will be deemed to have granted consent.</p>	
<p>Requirement 6 (Detailed Design Approvals)</p>	<p>Requirement to obtain <u>approval</u> from the relevant planning authority of the detailed design prior to commencement of the specified works in any phase. The particular elements of the authorised development which require <u>approval</u> within the Council's administrative boundary are:</p> <p><b>Works No. 4 (HVDC cables):</b></p> <ul style="list-style-type: none"> <li>(a) proposed layout of the onshore HVDC cables;</li> <li>(b) proposed depth of installation of the onshore HVDC cables;</li> <li>(c) indicative location of the joint bays, link boxes and link pillars;</li> <li>(d) where included within the relevant phase the spatial extent and layout of any HDD compound; and</li> <li>(e) where included within the relevant phase the spatial extent and layout of any trenchless installation techniques compound.</li> </ul> <p>The information submitted for approval in respect of any phase must confirm how the details accord with the design principles for the onshore cable corridor.</p> <p><b>Works No. 5 (onshore connection works including the optical regeneration station):</b></p> <ul style="list-style-type: none"> <li>(a) layout;</li> <li>(b) scale;</li> <li>(c) proposed finished floor levels;</li> <li>(d) external appearance and materials;</li> <li>(e) hard surfacing materials;</li> <li>(f) vehicular access, parking and circulation areas;</li> <li>(g) permanent fencing; and</li> <li>(h) proposed services above and below, ground, including drainage, power and communications cables and pipelines, manholes and supports, security measures and plant.</li> </ul>	

	<p>The information submitted for approval must confirm how those details accord with the design principles for the optical regeneration stations.</p> <p><b>Works No. 5 (onshore connection works excluding the optical regeneration stations):</b></p> <ul style="list-style-type: none"> <li>(a) layout;</li> <li>(b) external appearance and materials;</li> <li>(c) hard surfacing materials;</li> <li>(d) vehicular access, parking and circulation areas;</li> <li>(e) proposed services above and below, ground, including drainage, power and communications cables and pipelines, manholes and supports.</li> </ul>	
<p>Requirement 7 (Landscaping)</p>	<p>No phase of Works No. 4 or the construction of the optical regeneration stations within Works No. 5 may commence and no onshore site preparation works in relation to any such phase may be carried out until a detailed landscaping scheme in relation to that phase (which accords with the outline landscape and biodiversity strategy in so far as relevant to it and the design principles relating to landscaping) has been submitted to and <u>approved</u> by the relevant planning authority.</p> <p>The scheme must include details of all proposed hard and soft landscaping works, including-</p> <ul style="list-style-type: none"> <li>(a) surveys, assessments and method statements as guided by BS 5837;</li> <li>(b) location, number, species, size, plant protection measures and planting density of any proposed planting;</li> <li>(c) cultivation, importing of materials and other operations to ensure plant establishment;</li> <li>(d) hard surfacing materials;</li> <li>(e) implementation timetables for all landscaping works;</li> <li>(f) management, maintenance and monitoring plans and prescriptions; and</li> <li>(g) management responsibilities.</li> </ul>	
<p>Requirement 9 (Biodiversity management plan)</p>	<p>Requirement to submit a written biodiversity management plan to the relevant local planning authority for <u>approval</u> prior to commencement of: (1) Works No. 5 (onshore connection works); (2) Works No. 4 (HVDC Cables); or (3) any onshore site preparation works.</p> <p>The written biodiversity management plan shall be <u>approved</u> by the relevant planning authority <u>in consultation</u> with the relevant statutory nature conservation bodies and, in respect of Works No. 4 and 5 (where works have the potential to have an impact on wetland habitats) the Environment Agency.</p>	

	<p>Any approved written biodiversity management plan submitted for approval must accord with the outline landscape and biodiversity strategy in so far as relevant and the relevant recommendations of appropriate British Standards, and must include:</p> <ul style="list-style-type: none"> <li>(a) measures to protect existing scrub and trees that are to be retained;</li> <li>(b) details of a scheme for the reinstatement of land used as temporary compounds during construction and any replacement planting to replace removed sections of hedgerow or removed trees;</li> <li>(c) an implementation timetable;</li> <li>(d) biodiversity management and maintenance measures; and</li> <li>(e) reptile and stag beetle precautionary method statements of works</li> </ul>	
<p>Requirement 10 (Highway accesses)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> (in <u>consultation</u> with the relevant planning authority) written details of the:</p> <ul style="list-style-type: none"> <li>(a) siting;</li> <li>(b) design;</li> <li>(c) layout;</li> <li>(d) visibility splays;</li> <li>(e) access management measures; and</li> <li>(f) a maintenance programme,</li> </ul> <p>in respect of any new permanent or temporary means of access to a highway to be used by vehicular traffic, or any alteration or improvement to an existing means of access to a highway used by vehicular traffic, prior to the commencement of any phase of the authorised development landwards of MHWS.</p>	
<p>Requirement 12 (Surface and foul water drainage)</p>	<p>Requirement to submit written details of the surface water drainage system and foul water drainage system (including means of pollution control) to the relevant planning authority for <u>approval</u>. The relevant planning authority <u>shall consult</u> with the lead local flood authority (in relation to surface water drainage) and the sewerage and drainage authority (in relation to foul water drainage)).</p> <p>Any surface or foul water drainage system submitted for <u>approval</u> must be in accordance with the flood risk assessment and the surface water and aquifer contamination mitigation strategy (in so far as relevant to the phase of the works).</p>	

	<p>If a phase of the authorised development does not include any surface or foul water drainage system the relevant planning authority will be notified.</p>	
<p>Requirement 13 (Contaminated land and groundwater)</p>	<p>Requirement to submit to the relevant planning authority for <u>approval</u> a written scheme to deal with the contamination of land prior to the commencement of any phase landwards of MHWS. The written scheme shall be in accordance with the onshore outline construction environmental management plan and surface water drainage and aquifer contamination mitigation strategy (in so far as relevant).</p> <p>If contamination is encountered the developer must halt construction of the relevant part of the development and obtain <u>approval</u> from the relevant planning authority <u>in consultation with</u> the Environment Agency (and to the extent it relates to the intertidal area, the MMO) for a written scheme detailing how the contamination will be dealt with.</p> <p>Any written scheme submitted to deal with the contamination of any land shall include an investigation and assessment report, prepared by a specialist consultant who must be <u>approved</u> by the relevant planning authority.</p> <p>Upon completion of the approved scheme, a verification report demonstrating completion of the works set out in the approved scheme and the effectiveness of the remediation must be submitted to the relevant planning authority for <u>approval</u>.</p>	
<p>Requirement 14 (Archaeology)</p>	<p>Requirement to submit to the relevant planning authority for <u>approval</u> a written scheme for the investigation of areas of archaeological interest as identified in the environmental statement prior to the commencement of any works landwards of MHWS.</p> <p>Any archaeological works or watching brief carried out under the scheme must be by a suitably qualified person or body <u>approved</u> by the relevant local planning authority.</p>	
<p>Requirement 15 (Construction environmental management plan)</p>	<p>Requirement to submit to the relevant planning authority for <u>approval</u> a construction environmental management plan prior to commencement of any works landwards of MHWS. Any construction environmental management plan must be in accordance with the outline construction environmental management plan (OCEMP).</p> <p>Any construction environmental management plan must be in accordance with the outline construction environmental management plan and, so far as relevant to that phase, must:</p> <ul style="list-style-type: none"> <li>(a) contain a record of all sensitive environmental features that have the potential to be affected by construction;</li> <li>(b) contain details of a local community liaison responsibilities;</li> <li>(c) include the following management plans and measures (as relevant to and necessary in connection with the relevant phase of the authorised development) –</li> </ul>	

	<ul style="list-style-type: none"> <li>a. soil resources management plan (in accordance with the outline soil resources and management plan);</li> <li>b. materials management plan (in accordance with the outline materials management plan);</li> <li>c. waste management plan (in accordance with the framework waste management plan);</li> <li>d. arboriculture method statements;</li> <li>e. dust management plan;</li> <li>f. construction surface water drainage management plan;</li> <li>g. emergency pollution and spill response plan;</li> <li>h. earthwork management plan;</li> <li>i. surface water drainage and aquifer contamination management plan (in accordance with the surface water drainage and aquifer contamination mitigation strategy) which must include:             <ul style="list-style-type: none"> <li>i. emergency oil containment and water management plan;</li> <li>ii. installation, operation and maintenance manual;</li> <li>iii. sustainable drainage system operation and maintenance strategy;</li> <li>iv. civil asset management plan;</li> <li>v. earthworks method statement and communication plan; and</li> <li>vi. piling works risk assessment,</li> </ul> </li> <li>j. air quality stakeholder communication plan.</li> </ul>	
<p>Requirement 17 (Construction traffic management plan)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> a construction management plan (in accordance with the framework construction traffic management plan) prior to the commencement of any phase of the authorised development landwards of MHWS.</p>	
<p>Requirement 18 (Construction hours)</p>	<p>Requirement to carry out construction work within the specified hours, unless otherwise <u>agreed</u> with the local planning authority.</p> <p>In the event of an emergency, requirement to notify the relevant planning authority of the emergency as is reasonably practicable.</p>	

<p>Requirement 19 (Converter station operational access strategy)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> a strategy for the access and egress of vehicles associated with the operation and maintenance of the converter station prior to the operation of the converter station.</p>	
<p>Requirement 20 (Control of noise during the operational period)</p>	<p>Requirement to submit a noise management plan to the relevant planning authority for <u>approval</u> in respect of the optical regeneration stations.</p> <p>The noise management plans must set out the particulars of –</p> <ul style="list-style-type: none"> <li>(a) the broadband and octave band noise criteria that must be achieved, which unless otherwise agreed will be those set out in the operational broadband and octave band noise criteria document;</li> <li>(b) the noise attenuation and mitigations required to achieve the broadband and octave band noise criteria; and</li> <li>(c) a noise monitoring scheme for testing the attenuation and mitigation measures provided under subparagraph (b) which must include – <ul style="list-style-type: none"> <li>i. the circumstances under which noise will be monitored;</li> <li>ii. the locations at which noise will be monitored, which unless otherwise agreed will be the locations specified in the operational broadband and octave band noise criteria document;</li> <li>iii. the method for noise measurement (which must be in accordance with BS 4142:2014+A1:2019, an equivalent successor standard or other agreed noise measurement methodology appropriate to the circumstances); and</li> <li>iv. a complaints procedure.</li> </ul> </li> </ul>	
<p>Requirement 21 (Travel Plan)</p>	<p>Requirement to <u>consult</u> with the relevant planning authority and the relevant highway authority on a travel plan for the contractor's workforce.</p> <p>The travel plan must then be submitted to and <u>approved</u> the relevant planning authority and must (i) be in accordance with the framework construction worker travel plan (in so far as relevant); and (ii) include details of the expected means of travel to and from Works No. 2 (including in connection with Works No.4) and Works No. 5 and any parking to be provided.</p>	
<p>Requirement 24 (Decommissioning)</p>	<p>Requirement to submit a written scheme of decommissioning for that part to the relevant planning authority for <u>approval</u> within 12 months of the date that the undertaker decides to decommission any part of the authority development landwards of MHWS.</p> <p>The written scheme of decommissioning must include details of:</p>	

	<ul style="list-style-type: none"> <li>(a) the buildings to be demolished;</li> <li>(b) the means or removal of the materials resulting from the decommissioning works;</li> <li>(c) the phasing of the demolition and removal works;</li> <li>(d) any restoration works to restore the land to a condition agreed with the relevant planning authority;</li> <li>(e) the phasing of any restoration works; and</li> <li>(f) a timetable for the implementation of the scheme.</li> </ul>	
<p>Requirement 25 (Traffic management strategy)</p>	<p>Requirement to submit to the relevant highway authority for <u>approval</u> a traffic management strategy (substantially in accordance with the framework traffic management strategy) detailing:</p> <ul style="list-style-type: none"> <li>(a) plans detailing the extent of the works;</li> <li>(b) the construction methodology in relation to the works including details of the hours of the day within which the works are to be carried out;</li> <li>(c) a schedule of timings for the works, including the dates and durations for any closures of any part of the public highway;</li> <li>(d) the traffic management strategy to be implemented in relation to those works, including details of any traffic signals and signs and any traffic regulation measures proposed in connection with those works;</li> <li>(e) a schedule of condition of any part of the public highway to be affected by the works;</li> <li>(f) a specification of the condition of the parts of the public highway where the works are to be undertaken;</li> <li>(g) details of any lighting to be used in connection with the works for the duration that the works are being undertaken;</li> <li>(h) contact details for the client and contractor carrying out the works;</li> <li>(i) details of the advanced publicity to be carried out in connection with those works; and</li> <li>(j) details of the proposed approach to the reinstatement of the public highway in connection with those works, including (where applicable) details of both temporary and permanent reinstatement,</li> </ul> <p>prior to the commencement of any phase of Works No.4 being undertaken on the highway.</p>	
<p>Requirement 26 (Requirement for written approval)</p>	<p>Any <u>approval</u> or agreement provided by the relevant planning authority must be given in writing.</p>	

Requirement 27 (Amendments to approved details)	<p>Any amendments to approved details must be <u>agreed in writing</u> by the relevant planning authority and carried out in accordance as approved.</p> <p>Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement and not give rise to any materially new or materially different environmental effects from those assessed in the environmental statement. For the avoidance of doubt, the approved details are taken to include any amendments that may subsequently be approved in writing by the relevant planning authority or that other person in accordance with the dDCO provisions.</p>	
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**Table B: Other relevant provisions**

DCO Provision	Summary
Article 7(7) (Transfer of the Benefit of the Order)	Requirement to <u>give notice</u> of any transfer of the benefit of the Order to the relevant planning authority.
Article 16(2) (Traffic regulation)	<p>Article 16(1) contains powers relating to traffic regulation. The powers in Article 16(1) may only be exercised if, in accordance with Article 16(3):</p> <ul style="list-style-type: none"> <li>(a) not less than 28 days' <u>notice</u> in writing is given to the chief officer of police and to the relevant traffic authority; and</li> <li>(b) if the intention to exercise the powers is advertised in such manner as the relevant traffic authority may specify in writing within 7 days' of its receipt of notice at (a).</li> </ul> <p>Before complying with Article 16(3), there is a requirement to <u>consult</u> the chief officer of police and the relevant highway authority in whose area the street is situated.</p> <p>Any prohibition, restriction or other provision made by the undertaker under Article 16(1)</p> <ul style="list-style-type: none"> <li>(a) has effect if made by: <ul style="list-style-type: none"> <li>(i) the relevant traffic authority in whose area the street is situated as a traffic regulation order under the 1984 Act; or</li> <li>(ii) the local authority in whose area the street is situated as an order under section 32 (Power of local authorities to provide parking spaces) of the 1984 Act, and the instrument by which it is effected may specify savings and exemptions to which the prohibition, restriction or other provision is subject; and</li> </ul> </li> </ul>

	<p>(b) is deemed to be a traffic order for the purposes of Schedule 7 (road traffic contraventions subject to civil enforcement) to the Traffic Management Act 2004.</p> <p>If the relevant traffic authority fails to notify the undertaker of its decision within 42 days of receiving an <u>application for consent</u> under paragraph (1) the relevant traffic authority is deemed to have granted consent.</p>
Requirement 2 (Time Limits)	Requirement to <u>give notice</u> to the relevant planning authority no less than 7 working days prior to (i) commencement and (ii) the carrying out of any onshore site preparation works.
Requirement 8 (Implementation and maintenance of landscaping)	<p>Requirement to replace any tree or shrub planted or any seeded area as part of an approved landscaping scheme if it is removed, dies or becomes, <u>in the opinion of the relevant planning authority</u>, seriously damaged or diseased, or in the case of any seed area, reseeded with the same type unless otherwise approved by the relevant planning authority.</p> <p>Replacement planting to be of the same species and size as that originally planted, unless otherwise <u>approved</u> by the relevant planning authority.</p>
Requirement 22 (Restoration of land used temporarily for construction)	<p>Requirement to <u>confirm</u> to the relevant planning authorities the construction completion date.</p> <p>Any land which is used temporarily for construction must be reinstated to its former condition, or such condition as the relevant local planning authority <u>may approve</u> but which may not be to a standard which is higher than its former condition. within not more than twelve months of the date of the completion of the construction of the authorised development.</p>

## Appendix 9

### ISH4 Post Hearing Notes by Portsmouth City Council

#### **Agenda Item 3.5 'Any other matters that parties wish to raise.' - PCC disagreement with the Applicant in relation to definitions concerning the Permit Scheme and references to appropriate legislation.**

1. PCC undertook at ISH 4 to address any points of disagreement with regard to the draft DCO and which are outstanding. In particular reference had been made to the "permit schemes" and "Provisional Advanced Authorisation" thereunder. PCC has had regard to the most recent version of the dDCO the comparite version submitted on 18 February 2021 (Doc ref 3.1).
2. Comprehensive statutory guidance is available in respect of Permit Schemes namely "*Statutory Guidance for Highway Authority Permit Schemes*" (the PS Guidance) and "*Statutory Guidance for Permit Schemes National Conditions*" (the PS Conditions Guidance') both issued in 2020. It is a statutory requirement for a street authority to take this Guidance into account when proposing to prepare and bring into operation a Permit Scheme by way of making a Local Authority Order (see s section 33(5) of the Traffic Management Act 2004('the TMA').
3. The PS Guidance sets out the relevant statutory provisions as well as a series of definitions of terms.
4. The PS Guidance confirms the following:
  - **Relationship with NRSWA** "*1.7 Where a permit schemes is in place, a number of provisions of the 'notice system' under NRSWA are dis-applied but, in order to facilitate sound working practices, Authorities preparing or varying permit schemes should use the same or equivalent definitions or requirements as are used in NRSWA notice system.*"
  - **Legal Right of Statutory undertakers to carry out street works.** *1.9 Statutory undertakers, or those granted a street works licence (under section 50 of NRSWA), have a legal right to carry out street works Local authority duties are balanced against the statutory obligations (or licensed conditions) of statutory undertakers. The utility companies have statutory obligations to provide a supply or service, and these are closely monitored by the utility regulators to ensure that the required level of service is maintained.*
  - **Undertakers' statutory duty to cooperate** : s60 of the NRSWA (maintained by Permit Schemes)
  - **Highway Authorities' duty to cooperate** : s59 of NRSWA (maintained by Permit Schemes)
  - **Highway Authorities' network management duty** : **s16** TMA(maintained by Permit Schemes)

- **\*Permit in the context of a Permit :** *“The approval of a permit authority for an activity promoter to carry out activity in the highway subject to conditions”*
  - **\*Immediate Activities: defined as** *“either emergency works as defined in section 52 of NRSWA or urgent works as defined in The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007*
  - **\*Urgent activities: defined as** *(a) activities (not being emergency activities) whose execution at the time they are executed is required (or which the person responsible for the activity believes on reasonable grounds to be required) (i) to prevent or put an end to an unplanned interruption of any supply or service provided by the undertaker; (ii) to avoid substantial loss to the undertaker in relation to an existing service; or (iii) to reconnect supplies or services where the undertaker would be under a civil or criminal liability if the reconnection is delayed until after the expiration of the appropriate notice period; and (b) Includes activity that cannot reasonably be severed from such activities*
  - **\* Provisional Advance Authorisation (PAA) defined** *“The early approval of activities in the highway, equivalent to the advance notice given under s 54 of NRSWA.”*
5. PCC considers that the above definitions are both informative of the nature of the Permit Scheme but those marked with a \* should be reflected on the face of the DCO .

### **Agenda Item 3.10 - Art 10(2)**

6. PCC undertook to confirm its view as the ExA’s proposed changes to Art 10 as set out in PD 034 which suggests streets should be restored in accordance with s70 of NRSWA following temporary alteration.
7. PCC considers the requirements under s.70 to reinstate within a certain time period and the sanctions therein are appropriate and would support this change.

### **Agenda Item 5.5 - 'Portsmouth City Council to set out its issues with the use of language within the Onshore Outline Construction Environmental Management Plan in respect of ‘must’ and ‘will’ (paragraphs 1.53 to 1.56 in [REP7-088]).' - Use of "must" in preference to "will" in the OOCEMP.**

8. In line with the concerns detailed in its REP7-088 (Response to ExQ2) PCC has reviewed REP7-033 (the deadline 7 OOCEMP dated 25 January 2021) at paras 5.2.1.1, 5.12.3, 6.9.1.1 and 6.10.1.1:

9. 5.2.1.1 has been amended to read "must". This is acceptable.
10. 5.12.3, specifically 5.12.3.1, has not been amended to use "must". Instead, it reads: "...*Community Facilities should be consulted prior to construction where access arrangements will be directly affected. Traffic management systems and diversion routes should be put in place to maintain accessed [sic] to identified community facilities.*" This is unacceptable; "should" needs to be substituted for "must". Likewise "will be" must be substituted for "must" in para 5.12.3.3, which concerns programming of works near Solent Infant School in the school holidays.
11. 6.9.1.1 reads "Works should avoid the footway or verge where there are mature trees except where existing constraints make this unavoidable. The Contractor must comply with 1.5.4 of the Outline Landscape and Biodiversity Strategy in this Section." The first sentence must be amended to "Works *must* avoid the footway or verge...". Ditto 6.10.1.1.

**Agenda Item 21.1 - 'Can the Applicant report on positions regarding any open, live or finalised planning obligations that the ExA should be aware of?' - Interrelationship between Requirement 26, fees and local authority costs arising from the DCO and the use of s.106 planning obligations and PPA.**

12. PCC's progress with Aquind as to the agreement (or otherwise) in respect of any S.106 agreements or unilateral development consent obligations and in particular in light of Art 8(4) of the dDCO is set out in PCC's deadline 8 submission.
13. As a matter of law PCC notes that the test under Reg 122 of the CIL Regulations 2010 does not apply. This is because as set out in Reg 122 it applies solely to relevant determinations as defined under the regulations which specifically does not include the making of a DCO under the PA 08. PCC nevertheless agrees that NPA EN-1 applies the familiar tests as a matter of policy at para 4.1.8.
14. The only 'legal' test is that of the residual common law tests for 'materiality' as set out in the Working Title Films case<sup>1</sup>.
15. PCC submits that this applies to development consent obligations.
16. Under either the legal or policy tests, all the development consent obligations that PCC seeks pass those tests in any event.
17. PCC would refer the ExA to the deliberations of the ExA (accepted by the SofS) in respect of the Thames Tideway Tunnel DCO application and the DCO provisions. In this DCO the s.106 agreement cross referred the MOUs (the equivalent of the PPAs in this matter). PCC considers this must be the case here i.e. any DC obligation

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<sup>1</sup> R (oao Working Title Films Ltd) v Westminster CC and Moxon Street Residential [2016] EWHC 1855 (Admin); [2017] J.P.L.  
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should reference and attach the PPAs so that the ExA has sight of them and to ensure that they are in place at all material times and not liable to termination without breaching the terms of the development consent obligations (see Sch 1 para 6).

18. PCC maintains the need for a community fund for sport and recreation mitigation as set out in the main text.
19. PCC has submitted a template unilateral undertaking to the ExA which it asks the ExA to take into account.

## **ISH4 Post-Hearing Note**

**Agenda Item 3.16 'The Applicant to explain the actions that it and others have taken which have resulted in additions made during the Examination to the entries in the Book of Reference referred to in Article 20 for Plots 10-12 to 10-14b.'**

PCC has prepared this note on the understanding that the ExA is seeking the trail of correspondence with allotment holders en-masse or through the allotment association. PCC has not included correspondence with individuals derived from such communications as this is not understood to assist the ExA's purposes, which is to understand the efforts that have been made to involve allotment holders during the examination. If the ExA wishes to receive such individual correspondence PCC would be glad to provide it. PCC has included correspondence from and to the ExA where it assists with the context and understanding of the chronology.

PCC held a meeting on 29 September 2020 with Trevor Stark of the Milton & Eastney Allotment Association to discuss the impact of the Aquind project on the allotments and to familiarise them with the documents and the procedure. A key point from that meeting was that allotment holders were not well sighted on the application, nor indeed the examination, so PCC should write to its allotment holders to improve awareness.

PCC drew the omission of the allotment holders from the Book of Reference to the ExA's attention at Deadline 1, 6 October 2020, at para 3.17 of its Written Representation.

PCC first posted letters to its allotment holders on 19 October 2020 (we note that the letters are dated 16 October 2020 in error) to alert them to Aquind's plans for the development and the fact that their interests would be affected so they should make themselves known to the ExA. This letter included a satellite image of the allotments with an overlay showing the Order land, drawn by PCC.

Subsequently, on 27 October 2020 the ExA issued a Rule 17 letter that directed PCC to supply Aquind with the contact details of plot holders so that they could be entered onto the Book of Reference. The Rule 17 letter reflected the fact that allotment persons could be Affected Persons.

On 27 October 2020 it also came to PCC's attention that Aquind had written to Trevor Stark of the Milton & Eastney Allotment Association in a letter dated 20 October 2020. It should be noted that the letter did not invite allotment holders to make themselves known to the applicant for the purposes of being entered into the Book of Reference.

On 11 November 2020, the ExA issued a Procedural Decision Letter that summarised the requests for further information made of PCC and the applicant in the ExA's letter of 27 October 2020, and informed the parties of conclusions that it had drawn after considering the information supplied. Consequently the ExA admitted a number of allotment holders as Interested Parties by virtue of their being Affected Persons. Furthermore, the ExA directed PCC to "provide full assistance to

the Applicant by providing the necessary details to ensure that all relevant parties are properly included in the Book of Reference." The ExA directed that the Book of Reference should be updated by Deadline 5, 30 November 2020.

Correspondence followed on 13 November 2020 from PCC to the ExA (copying in Aquind's solicitor) regarding PCC's data protection concerns. The ExA replied through its Case Management Team on 17 November 2020, declining to direct a particular solution because the problem entailed a matter of law, but the ExA did state that this was "an important matter which the Applicant will need to consider".

PCC subsequently suggested privately to Aquind that Aquind should provide PCC with Land Interest Questionnaires and associated materials (including a plan and freepost return envelope) that Aquind wanted circulated to allotment holders so that PCC could forward these by post while respecting residents' privacy. Aquind agreed to this process (that correspondence is not set out here for brevity's sake owing to discussions regarding costs and other practicalities that are immaterial for present purposes) and the Land Interest Questionnaires and associated materials were despatched in the post of 27 November 2020 (it is acknowledged that they are dated 26 November 2020) under a PCC cover letter encouraging allotment holders to engage. Aquind asked residents to respond by 15 December 2020.

After the December 2020 hearings, it came to the attention of officers involved in the Aquind DCO on 2 February 2021 that 9 letters dated 21 January 2021 addressed to persons who were most likely allotment holders from PINS had been sent to PCC at its Civic Offices. PCC made enquiries and forwarded the letters to the addressees before writing to the ExA on 6 February 2021 to draw this anomaly to its attention. PINS responded on 10 February 2021, and issued a follow-up letter clarifying some matters on 11 February 2021.

**From:** [Laven, Kieran](#)  
**To:** [t.stark.stark@btinternet.com](mailto:t.stark.stark@btinternet.com)  
**Cc:** [Pitt, Steve \(Cllr\)](#)  
**Subject:** RE: PCC/Milton & Eastney Allotment Association re AQUIND DCO  
**Date:** 30 September 2020 21:28:00

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Dear Trevor,

It's the Book of Reference, here:

<https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020022/EN020022-000477-4.3%20Book%20of%20Reference.pdf>

Page 2-6 onwards describes the rights sought. You're best using ctrl+f to search for the parcel numbers you identify in your email rather than scrolling through all 868 pages.

I've drafted a letter to allotment holders and we're considering the best way for them to provide their views in line with the procedural rules. Once that's confirmed we'll ask you and Cllr Pitt to comment on the letter.

I'm out of the office tomorrow but working on Friday.

Kind regards,

Kieran

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**From:** t.stark.stark@btinternet.com <t.stark.stark@btinternet.com>  
**Sent:** 30 September 2020 17:02  
**To:** Laven, Kieran <Kieran.Laven@portsmouthcc.gov.uk>  
**Subject:** RE: PCC/Milton & Eastney Allotment Association re AQUIND DCO

Kieran,

During yesterday's conference call you kindly sent me a link to Aquind's Land Plans. I have tried, unsuccessfully, to identify which document(s) contain the notes explaining what they wish to do at each location. Specifically, I am interested in those notes you read out during the conference which, I assume, are referred to in the 'circles' on the plan numbered 10-12, 10-13 & 10-14. I would be most grateful if you could indicate where I could find this document or ideally forward a link.

Many Thanks

Trevor Stark

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----- Original Message -----

From: "Laven, Kieran" <[Kieran.Laven@portsmouthcc.gov.uk](mailto:Kieran.Laven@portsmouthcc.gov.uk)>

To: "Edwards, Jenny" <[Jenny.Edwards@portsmouthcc.gov.uk](mailto:Jenny.Edwards@portsmouthcc.gov.uk)>; "Vernon-Jackson, Gerald (Cllr)" <[Cllr.Gerald.Vernon-Jackson@portsmouthcc.gov.uk](mailto:Cllr.Gerald.Vernon-Jackson@portsmouthcc.gov.uk)>; "Pitt, Steve (Cllr)" <[Cllr.Steve.Pitt@portsmouthcc.gov.uk](mailto:Cllr.Steve.Pitt@portsmouthcc.gov.uk)>; "Stribling, Dave" <[Dave.Stribling@portsmouthcc.gov.uk](mailto:Dave.Stribling@portsmouthcc.gov.uk)>; "Chetwynd-Stapylton, Edward" <[Edward.CS@portsmouthcc.gov.uk](mailto:Edward.CS@portsmouthcc.gov.uk)>; "[T.stark.stark@btinternet.com](mailto:T.stark.stark@btinternet.com)" <[T.stark.stark@btinternet.com](mailto:T.stark.stark@btinternet.com)>; "TeleConf 7770" <[SharedMailbox.TeleConf7770@portsmouthcc.gov.uk](mailto:SharedMailbox.TeleConf7770@portsmouthcc.gov.uk)>; "Humphrey, Ashley" <[Ashley.Humphrey@portsmouthcc.gov.uk](mailto:Ashley.Humphrey@portsmouthcc.gov.uk)>  
Sent: Tuesday, 29 Sep, 2020 At 16:04  
Subject: RE: PCC/Milton & Eastney Allotment Association re AQUIND DCO

Dear all,

Please refer to the Land Plans at this link:

<https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020022/EN020022-000461-2.2%20Land%20Plans.pdf>

Kind regards,

Kieran

-----Original Appointment-----

**From:** Edwards, Jenny <[Jenny.Edwards@portsmouthcc.gov.uk](mailto:Jenny.Edwards@portsmouthcc.gov.uk)>

**Sent:** 24 September 2020 14:47

**To:** Edwards, Jenny; Vernon-Jackson, Gerald (Cllr); Pitt, Steve (Cllr); Stribling, Dave; Chetwynd-Stapylton, Edward; Laven, Kieran; [T.stark.stark@btinternet.com](mailto:T.stark.stark@btinternet.com); TeleConf 7770; Humphrey, Ashley

**Subject:** PCC/Milton & Eastney Allotment Association re AQUIND DCO

**When:** 29 September 2020 16:00-17:00 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.

**Where:** Conference Call - please dial 023 9243 7770

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**Regeneration Service**

Floor 4  
Civic Offices  
Guildhall Square  
Portsmouth  
PO1 2NE

Phone: 023 9283 4260  
Email: [Tristan.Samuels@portsmouthcc.gov.uk](mailto:Tristan.Samuels@portsmouthcc.gov.uk)

Date: 16<sup>th</sup> October, 2020

Dear Milton Piece and Eastney Lake allotment holders,

**Re: Aquind Interconnector Development Consent Order Examination being conducted by the Planning Inspectorate on behalf of the Secretary of State**

I'm writing to let you know about the latest news Portsmouth City Council has about the Aquind application and how it may affect you. I also want to let you know what you can do to have your views taken into account.

What is Aquind?

The above application by Aquind Limited concerns a pair of underground electricity cables to connect the UK and French electricity networks that would land at Eastney and progress north through the city, including the Allotments. The council has produced the enclosed map to show the proposed impacts on different allotment plots. These are only proposals at this stage. The map is based on information that Aquind only made public on 6 October 2020 and has not yet been accepted as an official part of the application by the Planning Inspectorate, so it is important to remember it is only an indication of Aquind's plans at this time and may change. The proposals, and the lack of detail surrounding them, are an ongoing matter of concern for the council that we are raising with the Planning Inspectorate.

Who is affected?

In the area coloured blue on the enclosed map Aquind have said they want to drill under the allotments on the eastern side of the allotments, going up to the showground. The council's worries are that if Aquind say they cannot (or cannot afford) to drill under the allotments they have asked for permission to dig a trench through those allotments. Regardless of how the cables are laid, Aquind want rights to come onto the allotments and dig them up if this is necessary for maintenance.

Aquind have also said they want access to be able to perform any maintenance on the cable. They had asked for permission to have access to some land in the allotments (shown coloured yellow on the enclosed map). This is the area around the shop. After pressure on Aquind, they have now said they only want access via the roads and paths (which are coloured pink on the map). But there is concern about

the size of vehicles they might want to use, and whether the paths are wide enough to cope with this.

The council has been scrutinising the route with the other affected councils and the South Downs National Park for around 18 months. The council would have preferred the application to be decided by the local councils along the route but Aquind and central government have agreed that a minister should decide the application. The council is concerned that the voices of allotment holders have not been heard so far in the examination, which the Planning Inspectorate hosts before writing its report to the minister on whether permission for the development should be granted. It is Aquind's role in the examination to ensure that all Affected Persons are notified where their land is affected and the council is concerned that this has not happened.

#### What can you do?

If you are an allotment holder in the yellow or blue areas (especially the blue area) on the map, you are entitled as an 'Affected Person' to write to the Planning Inspectorate at [aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk) to, firstly, give your views on the application in writing and ask for those views to be taken into account, and, secondly, to be able to speak at any Open Floor Hearings (to be held virtually on 7-8 December 2020) and the Compulsory Acquisition Hearings (to be held virtually on 11 December 2020).

If you are an allotment holder outside the yellow or blue areas on the enclosed map you can still write to the Planning Inspectorate at [aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk). However, as you are not an 'Affected Person' due to the rules governing public participation it is up to their discretion whether they accept those representations.

If you are concerned that you cannot access the internet or would have other difficulties in writing to the Planning Inspectorate, please contact Millie Ansell at the council on 023 9283 4832, or by writing to her at Leisure and Culture Services, Floor 5, Core 4, Civic Offices, Guildhall Square, Portsmouth PO1 2AL for help with sending your representations as an email.

The council will be in touch with any new developments concerning the allotments. In the meantime, the council has made a website <https://interconnectorportsmouth.co.uk/> with more information, including links to the Planning Inspectorate's webpage for the examination and Aquind's website.

Yours faithfully,

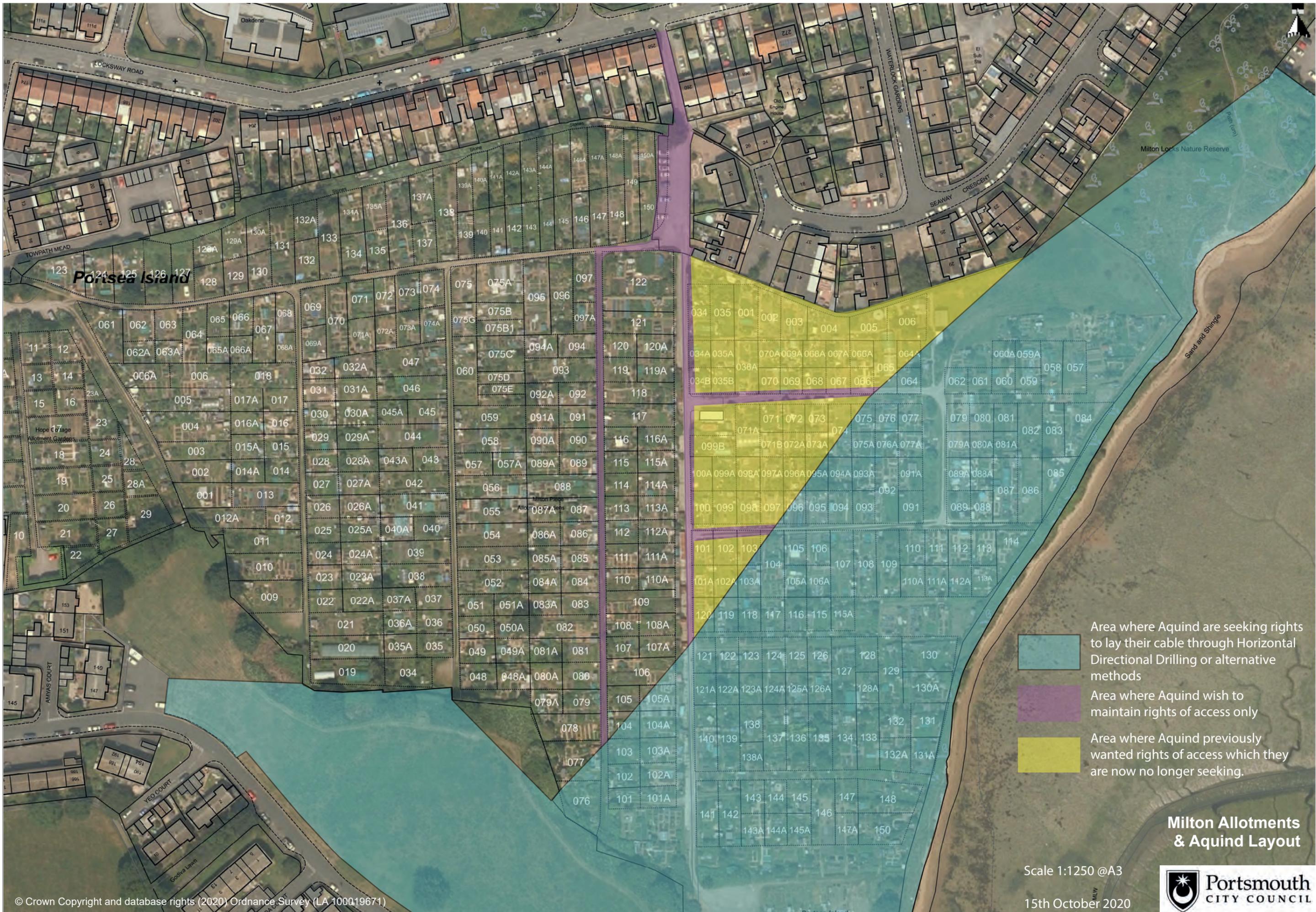


Tristan Samuels  
Director of Regeneration,

and



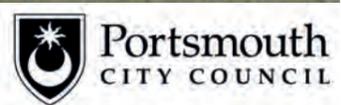
Cllr Steve Pitt  
Deputy Leader, Portsmouth City Council



- Area where Aquind are seeking rights to lay their cable through Horizontal Directional Drilling or alternative methods
- Area where Aquind wish to maintain rights of access only
- Area where Aquind previously wanted rights of access which they are now no longer seeking.

**Milton Allotments & Aquind Layout**

Scale 1:1250 @A3  
15th October 2020





# The Planning Inspectorate

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

Customer Services: 0303 444 5000  
e-mail: [aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)

---

AQUIND Limited  
Portsmouth City Council

Your Ref:

Our Ref: EN020022

Date: 27 October 2020

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Dear Sir/ Madam

Planning Act 2008 (as amended) and The Infrastructure Planning  
(Examination Procedure) Rules 2010 - Rule 17

Application by AQUIND Limited for an Order Granting Development Consent  
for the AQUIND Interconnector Project

Request for further information

We write to request further information from the Applicant and Portsmouth City  
Council under Rule 17 of the Infrastructure Planning (Examination Procedures) Rules  
2010.

### *Affected Persons at the Eastney and Milton Allotments*

We have accepted into the Examination a letter from AQUIND Limited to Mr Samuels  
and Councillor Pitt at Regeneration Services, Portsmouth City Council [AS-047] (the  
'letter'). **We are aware this refers to earlier correspondence between the parties and**  
with the Eastney and Milton Allotment Holders Association.

In relation to the content of this letter and its references to earlier exchanges between  
the Applicant and Portsmouth City Council, could Portsmouth City Council please  
explain;

- If the Council has a concern that Affected Persons with an interest in land at the Eastney and Milton Allotments and its access (plots 10-12, 10-13 and 10-14 on the Land Plans [REP1-011a]) have not been notified by AQUIND Limited as part of the statutory Compulsory Acquisition process.
- **The Council's response to the assertion in the letter that: '*...a Land Interest Questionnaire was sent to the Council on 10th December 2018 as part of AQUIND's diligent enquiry to identify persons with an interest in the land to be affected, requesting information in relation to the Council's land interests but that no response was received from the Council.***

Similarly, a Confirmation Schedule, the purpose of which was to seek the **Council's confirmation of the information that AQUIND held in relation to land ownership and interests was correct and to identify any other persons who may have interests in the land to be affected so that AQUIND may contact them regarding the proposals, was sent to the Council on 2nd October 2019. Again, no response was received from the Council.'** **In relation to this response, please advise whether the Council's view on the matters referred to in the previous question has changed, and, if so, why.**

- The rights that current allotment holders have away from their specific allotment land over the access road from Locksway Road and the common areas of the allotments, such as paths and tracks.
- If there is a vertical, depth restriction to each parcel of allotment land and the associated rights: if so what is that depth, and does Portsmouth City Council retain all rights and the freehold of the subsoil beneath that depth?
- Please explain the detailed nature of the legal agreements between the allotment holders and Portsmouth City Council as freeholder of the land, and whether each allotment holder benefits from a formal lease, a licence, or some other form of interest. Do these arrangements constitute an interest which would bring the affected allotment holders (as shown on the Land Plans [REP1-011a]) within Category 1 (as lessees or tenants) or Category 2 (as having an interest in the land) of the Book of Reference [REP1-027]? Are there any interests involved that could be conveyed to another party by an allotment holder? Please explain your response to these questions in the context of s102B of the Planning Act 2008.

We note that the land specified in the draft DCO (and covered by the Book of Reference [REP1-027]) covers the whole of the allotment area within the Order limits, not just the proposed route of the cable under it, and not just the routes along the existing paths and tracks that the Applicant indicates will be needed for maintenance **walkthroughs. The land referred to is, 'the land to which the application relates or any part of that land'**. Similarly, the rights being sought in the draft DCO are not limited to the paths only.

With reference as relevant to s102B of the Planning Act 2008, or any other applicable section, and referencing any made Orders or other precedents that you rely on, could the Applicant please advise:

- Should any assessment of persons for allocation into Categories 1, 2 and 3 in the Book of Reference [REP1-027] be based on the whole of the allotment area that lies within the Order limits? If not, why not?
- In relation to Plot 10-12, should each of the allotment holders be listed in Category 2 of Part 1, Part 2, Part 3 or any other part of the of the Book of Reference [REP1-027] by virtue of having a right of access across the land? If not, why not?
- In relation to plots 10-13 and 10-14, should each of the affected allotment holders be included in Category 1 of Part 1, Part 2, Part 3 or any other part of the Book of Reference [REP1-027]? If not, why not?

- On the basis of your responses to the above, what action does the Applicant consider the Examining Authority should take in response to s102A requests from affected allotment holders?
- Whether the Applicant intends to make any changes to the Book of Reference [REP1-027] as a result of the above, and if so, what consequential actions will be taken, and on what timescale.

*Deadline 1 Submission [REP1-153]*

Could the Applicant please explain if any information or data is missing from the map **submitted at Deadline 1 entitled 'Environmental Statement Addendum – Appendix 4 - Figure 2 Additional Information on Herring Spawning'** [REP1-153]. If so, please could a replacement be provided.

*Deadline for response to this request*

The Applicant and Portsmouth City Council are requested to provide this information to the Examining Authority by no later than Deadline 3 in the Examination Timetable, Tuesday 3 November 2020. If you have any questions about any of the matters raised in this correspondence, please contact the Case Team using the details provided at the top of this letter.

Yours faithfully

*Andrew Mahon*

Lead Member of the Panel of Examining Inspectors

**From:** [t.stark.stark@btinternet.com](mailto:t.stark.stark@btinternet.com)  
**To:** [Humphrey, Ashley](#)  
**Cc:** [geraldvj@gmail.com](mailto:geraldvj@gmail.com); [Pitt, Steve \(Clr\)](#); [Laven, Kieran](#)  
**Subject:** AQUIND Letter to Allotment Association  
**Date:** 27 October 2020 14:52:42  
**Attachments:** [Final Letter- Allotment Association \(20 Oct\).docx](#)

---

Ashley

Attached letter forwarded for information.

Trevor

----- Original Message -----

**From:** "Aquind Consultation" <[aquindconsultation@becg.com](mailto:aquindconsultation@becg.com)>  
**To:** "t.stark.stark@btinternet.com" <[t.stark.stark@btinternet.com](mailto:t.stark.stark@btinternet.com)>  
**Sent:** Tuesday, 20 Oct, 2020 At 16:11  
**Subject:** Allotment Association Letter

Dear Mr Stark,

Hope you're well.

Please see attached a letter addressing the concerns raised by Eastney and Milton Allotment Holders Association Committee regarding the potential impact of AQUIND Interconnector on the Eastney and Milton Allotments and the adjacent Milton Locks Nature Reserve.

Hope that all makes sense, happy to discuss.

Kind Regards,

Charlie

**AQUIND Community Relations Team**



01962 893869 | [aquindconsultation@becg.com](mailto:aquindconsultation@becg.com)  
[www.aquindconsultation.co.uk](http://www.aquindconsultation.co.uk)

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**Freephone:** 01962 893 869

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**Website:** [www.aquindconsultation.co.uk](http://www.aquindconsultation.co.uk)

**Freepost:** AQUIND CONSULTATION

Mr. Trevor Stark  
Chairman  
Eastney and Milton Allotment Holders Association Committee

20 October 2020

## **AQUIND Interconnector**

Dear Mr Stark,

I am writing to you, in your capacity as Chairman of the Eastney and Milton Allotment Holders Association, to provide clarity in response to concerns raised regarding the potential impact of AQUIND Interconnector ('the Project') on the Eastney and Milton Allotments and the adjacent Milton Locks Nature Reserve.

**At no point has it been proposed to “clear” any allotments and AQUIND confirm no allotment plots will be cleared as part of the construction, operation or maintenance of the Project.**

The Project's cables are to be installed under the allotments and Milton Locks Nature Reserve via a process known as Horizontal Directional Drilling (HDD), which will take place between the car park located west of the Thatched House Pub and the grassed area east of Kingsley Road. This approach allows the cables to be installed deep underground with no impact at surface level. To allow for inspections during construction and operation, AQUIND is seeking access rights over some existing paths and internal roads of the allotments site but not over any of the allotment plots.

The cables that AQUIND will install along the onshore cable route will be delivered and laid in sections between joint bays at different locations along the route. The locations of the joint bays will be determined as part of the detailed design process and will depend on physical characteristics such as space availability, as well as minimising impact when maintenance is required. On behalf of AQUIND, I confirm there will not be any joint bays located on the allotments and the adjacent Milton Locks Nature Reserve as, whilst the joint bays will be below ground level, they are positioned close to the drilling locations, with the cables pulled through the ducts installed via HDD between them. In addition, maintenance activities associated with HDD cable sections will take place at the joint bays.

This installation method is tried and tested on numerous other cabling projects around the world and the maintenance requirements are minimal. The types of maintenance can be classified into two categories; scheduled maintenance and unscheduled maintenance.

**Scheduled Maintenance** – This would consist of walk over inspections of the cable route to ensure activities are not taking place above the cable route which could impact its operation (e.g. deep excavation or piling). The frequency of the walk over surveys would typically be once per quarter. In the allotments, this would consist of a short walk over the existing paths to undertake a visual inspection of the areas which will sit above the cables.

Other scheduled maintenance activities in relation to the cable route include taking readings from a number of underground link boxes and above ground link pillars located along the cable route. There will be up to 6 link boxes and up to 6 link pillars per cable circuit along the onshore cable route and these will be installed adjacent to the joint bays. As mentioned above, AQUIND will not install any joint



**Freephone:** 01962 893 869

**Email:** [aquindconsultation@becg.com](mailto:aquindconsultation@becg.com)

**Website:** [www.aquindconsultation.co.uk](http://www.aquindconsultation.co.uk)

**Freepost:** AQUIND CONSULTATION

bays on the allotments and the adjacent Milton Locks Nature Reserve as they are to be installed close to the drilling location and, as a result, they also won't install any link boxes/link pillars on the allotments either.

**Unscheduled Maintenance** – This would consist of repairing a cable in the rare event of a cable fault and would comprise removing the section of cable in which the fault was present and replacing it with a new section of cable. In areas where HDD is used to install cables, any replacement would take place by removing the section of cable between the two joint bays either side of the section of cable in question, then pulling a new section of cable through the underground duct already installed and jointing the new section of cable to the existing cables at the two joint bays in question. This means that, in the very unlikely event there was a cable fault along the section of cables to be installed under the allotments, the repair of that section would be undertaken from joint bays located off the allotments.

I hope this letter provides some clarity and I would be most grateful if you could share this information with your fellow allotment holders to ensure they are in receipt of accurate information regarding the Project.

We are committed to engaging with representatives of the Allotment Holders Associations, and other stakeholders, throughout the Examination process. If you have any other questions, please contact us via our freephone information line on 01962 893869, or via email at [aquindconsultation@becg.com](mailto:aquindconsultation@becg.com).

Further information on the proposed development is also available on our dedicated project website at [www.aquindconsultation.co.uk](http://www.aquindconsultation.co.uk).

Yours sincerely,

James Wood

**AQUIND Interconnector – Community Engagement Team**



# The Planning Inspectorate

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

Customer Services: 0303 444 5000  
e-mail: [aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)

---

All Interested Parties, Statutory Parties  
and Other Persons

Your Ref:

Our Ref: EN020022

Date: 11 November 2020

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Dear Sir/ Madam

The Planning Act 2008, Sections 59, 89, 102, 102A and 102B, and The Infrastructure Planning (Examination Procedure) Rules 2010 - Rules 9 and 17

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project

*Notification of a Procedural Decision and request for further information*

I am writing to advise you of a Procedural Decision taken by the Examining Authority following the receipt of several requests by persons with interests in the Eastney and Milton Allotments to become Interested Parties in the Examination under s102A of the Planning Act 2008.

*Background*

The Examining Authority has investigated the background to the matter through a request for further information from the Applicant and Portsmouth City Council under Rule 17 of the Infrastructure Planning (Examination Procedures) Rules 2010 [PD-014]. Responses to our questions were received from both parties at Deadline 3 ([REP3-020] and [REP3-026] respectively).

We have read in full and analysed the two replies in reaching a conclusion on the matter. Our deliberations were also informed by submissions from allotment holders, including, but not limited to, the Chairman of the Eastney and Milton Allotments Association [REP1-307] and the large number of representations that we received from non-registered parties at Deadline 1 ([REP1-321] to [REP1-325]). We were also guided by our own observations from an Unaccompanied Site Visit (US12) [EV-002] to the area, including the access road from Locksway Road and other public areas outside the allotment gardens but with some visibility into them.

In brief, we asked the Applicant for information on the following issues in our Rule 17 request:

1. Should assessment of persons for allocation into Categories 1, 2 and 3 in the Book of Reference [REP1-027] be based on the whole of the allotment area that lies within the Order limits?
2. In relation to Plot 10-12, (the access into the allotments), should allotment holders be listed in the Book of Reference by virtue of having a right of access across the land?
3. In relation to plots 10-13 and 10-14 (that encompass the allotments), should affected allotment holders be included in the Book of Reference?
4. What action does the Applicant consider the Examining Authority should take in response to s102A requests from affected allotment holders?
5. Whether the Applicant intends to make any changes to the Book of Reference.

The Applicant's response set out the diligent inquiry process that had been followed and provided a reply to each of our questions. These can be summarised as:

1. The assessment should be based on the land over which the authorised development is proposed, being the land that will be affected, which includes the subsoil to the allotments, but not the surface, except for rights of access on foot over the existing paths in the allotments.
2. The Applicant is not aware that every allotment holder has a relevant interest in relation to Plots 10-12 or 10-13, but should it be confirmed they do, then the Applicant will seek to include them in the Book of Reference.
3. The development proposed in Plot 10-14 is the drilling of ducts and pulling of cables beneath the surface via HDD. Only persons with a sufficient interest over subsoil, or who it is confirmed have a sufficient interest over the existing paths within the plot, should be included in the Book of Reference. The Applicant is not aware that the allotment holders do have such interest, but if this is demonstrated, the Applicant will seek to include those persons in the Book of Reference.
4. Should evidence demonstrate that the allotment holders are within one or more of the categories set out at section 102B, then the ExA should notify those persons and the Applicant that those persons have become interested parties under section 102(1)(ab).
5. The allotment holders do not have sufficient interests over Plot 10-12, 10-13 or 10-14 to be required to be included in the Book of Reference, and the Applicant has no current intention to make any changes. Should evidence confirm that they are within one or more of the categories set out at section 102B, the Applicant will seek to include those persons in the Book of Reference.

In brief, in our Rule 17 request we asked Portsmouth City Council for the following information:

1. If the Council had a concern that Affected Persons with an interest in land at the Eastney and Milton Allotments and its access had not been notified as part of the statutory Compulsory Acquisition process.

2. The **Council's** response to the **Applicant's** earlier assertion that Portsmouth City Council had failed to respond to requests for information in this matter.
3. The rights that allotment holders have away from their specific allotments over the access road and the common areas of the allotments, such as paths and tracks.
4. If there is a vertical restriction to the allotments and associated rights and, if so, to what depth; does the Council retain all rights and the freehold of the subsoil beneath that depth?
5. The nature of the legal agreements between the allotment holders and Portsmouth City Council as freeholder of the land. Do these arrangements constitute an interest which would bring the affected allotment holders within Category 1 or Category 2 of the Book of Reference?

Portsmouth City **Council's** response can be summarised as:

1. The Council believes that allotment holders are persons within Category 1 or Category 2 of sections 59 and 102B Planning Act 2008 and elaborated on its basis for that conclusion.
2. The Council accepted that it had failed to respond to inquiries from the Applicant in this matter.
3. The Council provided details of the two types of tenancy agreements that have been used and other supporting information. The access into and through the allotments is not formalised in the tenancy agreements, but the Council believes that allotment holders benefit from an 'easement of necessity', as, without the provision of the desired easement, it becomes impossible to make use of the **individual's** tenement.
4. In relation to the depth of the allotments, the Council quoted *Bocado SA v Star Energy UK Onshore Ltd* [2011] and believes that, as freeholder, it is able to grant leasehold interests to any depth, though there is no stated limit in the tenancy agreements.
5. The Council regards the allotment holders as tenants and believes that the holders of allotments that lie within the Order limits are in Category 1. By virtue of implied access rights across the access road, tracks and paths, the Council believes that each allotment holder falls within Category 2.

### ***The Examining Authority's reasoning***

From the evidence before us, we are content that the Applicant's intention is for the cable installation across the Eastney and Milton Allotments to be via HDD, and that the surface of the allotments will be unaffected. (Nevertheless, the definition of this, and the matter by which it is properly secured, remains a live issue in the Examination.)

Notwithstanding this, the Applicant's diligent inquiry process should have been based on the full extent of the allotment land over which the authorised development is proposed, including the subsoil. **Portsmouth City Council's failure to respond to the Applicant's legitimate inquiries** does not obviate the need for the Applicant to consider **the nature of allotment holders' interests in the land given that it was clearly aware of the nature and use of the relevant Plots when preparing the Book of Reference following diligent inquiries.**

Weighing up all of the evidence before us at this stage in the Examination, our conclusions on this matter are as follows:

1. Each allotment holder is party to a legal tenancy with the freeholder, Portsmouth City Council. We consider each affected allotment holder in Plot 10-14 to fall within Category 1 as defined in section 102B(1) of the Planning Act 2008 as '*an owner, lessee, tenant (whatever the tenancy period) or occupier of the land.*'
2. Each allotment holder has implied rights of access across the access road from Locksway Road (Plot 10-12) and across at least some of the tracks and paths within the allotment garden land (Plots 10-13 and 10-14). We are content that this access road offers the only practicable access into the allotment gardens. We consider each allotment holder to fall within Category 2 as defined in section 102B(2) of the Planning Act 2008 as being '*interested in the land.*'
3. We also note that the Applicant has suggested that one of the reasons for seeking rights of access across the allotment land on existing tracks and paths is to monitor for problems during construction, such as the break-out of bentonite and drilling fluids. We consider this an indication that it is possible that allotment holders within Plot 10-14, under which the cable would be drilled, could suffer damage to the land during construction and '*might be entitled as a result of the implementing of the order to make a relevant claim.*' We consider this places them in Category 3 as defined in section 102B(4) of the Planning Act 2008.

Consequently the Examining Authority notifies the following allotment holders that have made requests under s102A of the Planning Act 2008 and the Applicant that these persons have become Interested Parties under section 102(1)(ab):

- Julian Lloyd;
- Millie Ansell;
- Bernard George;
- Andrew Leonard;
- Brian Simmons;
- Philippa Pettitt;
- Derek McCullough;
- Malcolm Williams;
- Mark Lemon;
- Catherine Reddy;
- Kirsten McFarlane.

We intend to publish the submissions from these parties at Deadline 5. We request that the Applicant adds these persons to the Book of Reference, and to consider further the position and interests of every allotment holder at the Eastney and Milton Allotments in relation to the Book of Reference. Portsmouth City Council should provide full assistance to the Applicant by providing the necessary details to ensure that all relevant parties are properly included in the Book of Reference.

The updated Book of Reference should be submitted into the Examination no later than Deadline 5, which is 30 November 2020.

Yours faithfully

*Andrew Mahon*

Lead Member of the Panel of Examining Inspectors

**From:** [Aquind Interconnector](#)  
**To:** [Laven, Kieran](#); [Aquind Interconnector](#)  
**Cc:** [Jarvis, Martyn](#); [Maguire, Ian](#); [Chetwynd-Stapylton, Edward](#); [Barnard, Megan](#); [Nash, Vernon](#)  
**Subject:** RE: Procedural Decision Letter of 11 Nov 2020  
**Date:** 17 November 2020 09:25:08  
**Attachments:** [image001.png](#)

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Dear Kieran,

Thank you for your e-mail; the contents of which are noted and have been brought to the Examining Authority's attention.

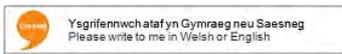
The Inspectorate is unable to provide any legal advice on this matter. However, it is an important matter which the Applicant will need to consider. As such, we will treat your e-mail as part of your Deadline 4 submission, which will be published on the project page shortly.

The attached link to the DCLG guidance will hopefully be helpful in relation to matters relating to Compulsory Acquisition: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/236454/Planning\\_Act\\_2008\\_-\\_Guidance\\_related\\_to\\_procedures\\_for\\_the\\_compulsory\\_acquisition\\_of\\_land.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/236454/Planning_Act_2008_-_Guidance_related_to_procedures_for_the_compulsory_acquisition_of_land.pdf).

Kind regards,

Hefin  
Hefin Jones  
Rheolwr Achos / Case Manager  
Cynllunio Seilwaith Cenedlaethol / National Infrastructure Planning  
Llinell Uniongyrchol / Direct Line: 0303 444 5944 / 07407877938  
Llinell Gymorth / Helpline: 0303 444 5000  
E-Bost / Email: [hefin.jones@planninginspectorate.gov.uk](mailto:hefin.jones@planninginspectorate.gov.uk)  
Wê / Web: <https://infrastructure.planninginspectorate.gov.uk>  
Twitter: [@PINSgov](https://twitter.com/PINSgov)

Nid yw'r cyfartherbiad hwn yn gyfystyr â chyngor cyfreithiol / This communication does not constitute legal advice.  
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**From:** Laven, Kieran <[Kieran.Laven@portsmouthcc.gov.uk](mailto:Kieran.Laven@portsmouthcc.gov.uk)>  
**Sent:** 13 November 2020 13:16  
**To:** Aquind Interconnector <[aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)>  
**Cc:** Jarvis, Martyn <[Martyn.Jarvis@hsf.com](mailto:Martyn.Jarvis@hsf.com)>; Maguire, Ian <[Ian.Maguire@portsmouthcc.gov.uk](mailto:Ian.Maguire@portsmouthcc.gov.uk)>; Chetwynd-Stapylton, Edward <[Edward.CS@portsmouthcc.gov.uk](mailto:Edward.CS@portsmouthcc.gov.uk)>; Barnard, Megan <[Megan.Barnard@portsmouthcc.gov.uk](mailto:Megan.Barnard@portsmouthcc.gov.uk)>; Nash, Vernon <[Vernon.Nash@portsmouthcc.gov.uk](mailto:Vernon.Nash@portsmouthcc.gov.uk)>  
**Subject:** Procedural Decision Letter of 11 Nov 2020

Dear Sirs,

Portsmouth City Council ("PCC") writes in relation to the Examining Authority ("ExA")'s Procedural Decision Letter of 11 November 2020 pursuant to Rules 9 and 17, regarding allotment holders' interests.

PCC notes the ExA's direction that "Portsmouth City Council should provide full assistance to the Applicant by providing the necessary details to ensure that all relevant parties are properly included in the Book of Reference." PCC is keen to assist in this way to ensure that allotment holders are represented, but there is a concern that the General Data Protection Regulation ("GDPR") prevents PCC from sharing tenants' details with Aquind. Generally speaking, the GDPR requires consent of the data subject to share their data or, failing that, another clear, identifiable lawful basis in accordance with Article 6 of the GDPR for doing so. One such lawful basis is that processing is necessary for compliance with a legal obligation and we would therefore be grateful if the ExA could expand on any legal obligation that it might consider PCC to be under in this respect, and provide any further practical guidance.

This issue was raised with Aquind in a meeting on 12 November 2020. PCC suggested that if no appropriate legal obligation can be identified, a pragmatic solution may be for PCC to forward necessary correspondence to the allotment holders on Aquind's behalf. This would mean that entry into the Book of Reference is dependent on engagement by individuals choosing to reply. Aquind noted the issue and said it would consider it.

Please contact me if you require any further assistance or clarification.

Kind regards,

Kieran Laven

**Kieran Laven**  
**Solicitor - Planning & Highways**

Legal Services  
Civic Offices  
Guildhall Square  
Portsmouth  
PO1 2PX

Tel: 023 9283 4881

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DPC:76616c646f72

[Redacted]



**Property & Investment  
Service**

Floor 4  
Civic Offices  
Guildhall Square  
Portsmouth  
PO1 2NE

Date: 26<sup>th</sup> November, 2020

Dear allotment holder,

**Re: Aquind Interconnector Examination - Land Questionnaire from Aquind to ensure that your allotment is included in the Book of Reference**

Further to earlier correspondence about allotment holders being represented in the Aquind development consent order examination, please find enclosed the following documents from Aquind Ltd, forwarded to you by Portsmouth City Council:

- Plan
- Land Interest Questionnaire
- WSP Cover Letter
- FAQ sheet

The Council encourages you to complete the Land Interest Questionnaire and **return it to Aquind at the FREEPOST ADDRESS they provide by 15 December 2020**. **Please do not return these questionnaires to the Council as your response may not be forwarded.** Aquind have also made alternative arrangements for completion of the questionnaire detailed in the WSP cover letter.

Aquind will use the questionnaire answers to record you and your allotment in 'the Book of Reference' (the official record of landowners affected by the Order), which will ensure that your allotment is considered as land affected by the development. Inclusion in the Book of Reference will allow you to speak at Compulsory Acquisition hearings and mean that you may be eligible for compensation. The Council will ask the Examining Authority to hold an additional Compulsory Acquisition hearing in February 2021 (and you are entitled to ask for yourselves) as it is now apparent that your names and plots will not be added to the Book of Reference in time for the hearings programmed for 10 and 11 December 2020.

Please pay careful attention to the enclosed plan when completing the Land Interest Questionnaire. If you are in doubt, draw your plot on the plan as the questionnaire asks you to.

If you have any questions about completing the Land Interest Questionnaire, please contact Aquind on the contact details provided in the WSP cover letter.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'T. Southall', written in a cursive style.

Tom Southall MRICS  
Assistant Director of Property and Investment



26 November 2020

CONFIDENTIAL

Dear Sir/Madam,

**AQUIND Interconnector DCO: Land Information Request**

We are writing to you on behalf of AQUIND Limited (the 'Applicant') in connection with the proposals for AQUIND Interconnector (the 'Project') and the application for a Development Consent Order for the Project (the 'Application') which is currently being examined by the Planning Inspectorate.

As you may be aware, the proposals for the Project include the installation of electrical cables at depth beneath the Eastney and Milton Allotments and the adjacent Milton Locks Nature Reserve via a process known as Horizontal Directional Drilling (HDD), which will take place between the car park located west of the Thatched House Pub and the grassed area east of Kingsley Road. This approach allows the cables to be installed deep underground with no impact at surface level.

**We confirm on behalf of the Applicant that no allotment plots will be cleared, and no works of construction will be undertaken on any allotment plots as part of the construction, operation or maintenance of the Project.**

To allow for inspections during construction and operation, AQUIND is seeking access rights over the existing paths and internal roads of the allotments site but not over any of the allotment plots. AQUIND is also seeking rights to install the cables beneath the allotments and restrictions in relation to their continued presence during the operation of the Project. In addition, it is necessary for temporary rights to be sought over the allotment plots for in the unlikely event it is necessary to clear any break out of bentonite, which is a clay-based drilling lubricant used in connection with the HDD. Further information in this regard is included within the FAQ document enclosed with this letter.

Further to representations that have been made by Portsmouth City Council and by allotment tenants during the course of the examination, the Examining Authority with the responsibility for examining the Application issued a procedural decision on 11 November 2020 requesting the Applicant to update the Book of Reference for the Application to include the interests of the holders of allotments within the Order limits (PD-021). The Book of Reference (REP4-003) is a document which is required by law to be submitted with an application for a Development Consent Order and lists the land interests that are to be affected by the proposals.

So as to ensure no issues arise in connection with data protection where information in relation to the allotment tenancies is provided by Portsmouth City Council to the Applicant, Portsmouth City Council have requested that the Applicant issues a request to obtain this information. Accordingly, the Applicant encloses with this letter a Land Interest Questionnaire, which requests the information that is necessary for an interest in an allotment plot to be included in the Book of Reference. Further information regarding the Land Information Questionnaire and in respect of



what the information may be used for if provided is included within the FAQ document enclosed with this letter.

We should be grateful if you could please complete the Land Interest Questionnaire and return this to the Applicant to the address stated below.

The Applicant recognises that during this time of the COVID-19 Pandemic there may be reasons why persons are unable or unwilling to leave their home to return copies of the Land Interest Questionnaire. If you wish to respond but are unable or unwilling to leave your property given the current Government restrictions associated with the COVID-19 pandemic you are invited to contact the Applicant by telephone, who will be grateful to complete the form on your behalf.

The Applicant can be contacted at:

**Address:** FREEPOST WSP

**Email:** [aquindinterconnector@wsp.com](mailto:aquindinterconnector@wsp.com)

**Website:** <http://aquindconsultation.co.uk/>

**Telephone:** 020 3116 9389

To assist the Applicant with making the required updates to the Book of Reference at the earliest possible opportunity, we should be grateful if you could please complete and return the Land Information Questionnaire to the Applicant, or contact the Applicant so that they may complete this on your behalf, by no later than 15 December 2020.

Yours faithfully,

WSP Lands Team on behalf of AQUIND Limited

**Encl.**

Land Information Questionnaire

Land Information Questionnaire FAQ Document

Plan showing the Order limits in relation to the Eastney and Milton Allotments

Freepost envelope

**Land Interest Questionnaire  
AQUIND Interconnector**

*Any personal data collected by WSP in connection with AQUIND Interconnector will be dealt with by WSP in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR). For more information about AQUIND Limited's Privacy Policy please visit <http://aquind.co.uk/wp-content/uploads/2019/09/AQUIND-Privacy-Policy-20190919.pdf>.*

**1. Your interest – The nature of the interest you hold over the allotment plot shown on the attached plan.**

Please indicate below the location of your allotment plot within the Eastney and Milton Allotments.

- Eastney Lake
- Hope Cottage
- Milton Piece
- I don't know

Please specify your allotment plot number (as shown on the attached plan):.....

Please indicate in the box below your interest in the land. If you have a joint or shared interest please note this and provide details of other interested parties.

<b>Please confirm that you hold an allotment tenancy, or otherwise inform us of any other interest you hold in relation to the land.</b>	
<b>What is the term (length) of the tenancy (if known)?</b>	
<b>What date did the tenancy commence (if known)?</b>	
<b>Does the tenancy (or other interest) include any land or rights outside of the boundary of your allotment plot? If so, please describe here and identify on the attached plan.</b>	

**2. Extent of the land**

Does the allotment plot as shown on the attached plan correctly show the area of your interest?

- Yes  No (if no, please amend attached plan to show the outline of the correct area)

**Land Interest Questionnaire  
AQUIND Interconnector**

**3. Your details**

Please provide the details of the person(s) or organisation that has an interest in the land shown on the attached plan. Please check/complete the details:

<p><b>If the interest is held by you, what is your name?</b></p>	<p><b>Title &amp; full name (in case of company list the registered name and company number)</b></p>	
<p><b>Address (if a company, this should be the registered address)</b></p>		
<p><b>Telephone</b></p>		
<p><b>Email address</b></p>		
<p><b>Would you like to receive correspondence by email? If so please check the tick box</b></p>	<p><input type="checkbox"/> <b>Yes, send my correspondence by email.</b></p>	
<p><b>Alternative postal address (if you would like information sent to an address as well as the one given above)</b></p>		

**4. Are there any additional details about the property that you want us to be aware of?**

<p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p> <p>-----</p>
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## Allotment Holders LIQ FAQ (November 2020)

### AQUIND Interconnector

#### What is AQUIND Interconnector?

AQUIND Interconnector is a new subsea and underground High Voltage Direct Current (HVDC) electricity power transmission link between the South Coast of England and Normandy in France. By linking the British and French power grids it will make energy markets more efficient, improve security of supply and enable greater flexibility as power grids evolve to adapt to different sources of renewable energy and changes in demand trends such as the development of electric vehicles.

With the capacity of 2,000 MW, AQUIND Interconnector will transmit up to 16,000,000 MWh of electricity each year between the two connected countries, which is 5% and 3% of the total consumption of Great Britain and France respectively. More information on the project benefits can be found in Needs and Benefits Report (APP-115) and its Addendum (REP1-136). Both documents are available to view on the AQUIND Interconnector project page on the Planning Inspectorate's website - <https://infrastructure.planninginspectorate.gov.uk/>.

#### Why does the cable corridor include the allotments?

Cables are to be installed under the allotments and Milton Locks Nature Reserve via a process known as Horizontal Directional Drilling (HDD), which will take place between the car park located west of the Thatched House Pub and the grassed area east of Kingsley Road. This approach allows cables to be installed deep underground with no impact at surface level.

To allow for inspections during construction and operation, AQUIND is seeking access rights only over existing paths within the allotments site to enable inspections during construction and the operation of the underground cables. However, as set out below, **these maintenance activities will not result in any impact to the allotments.**

The types of maintenance to be undertaken during the operation of AQUIND Interconnector can be classified into two categories; (1) scheduled maintenance and (2) unscheduled maintenance.

- (1) Scheduled Maintenance** – This would consist of walk over inspections of the cable route to ensure activities are not taking place above the cable route which could impact its operation (e.g. deep excavation or piling). The frequency of the walk over surveys would typically be once per quarter. In the allotments, this would consist of a short walk over the existing paths to undertake a visual inspection of the areas which will sit above the cables.

Other **scheduled** maintenance activities in relation to the cable route include taking readings from a number of underground links, none of which are going to be located on the allotments

as they are located at the joint bays, which are proposed at the car park located west of the Thatched House Pub and the grassed area east of Kingsley Road.

- (2) Unscheduled Maintenance** – This would consist of repairing a cable in the extremely rare event of a cable fault and would involve removing the section of cable in which the fault was present and replacing it with a new section of cable. In areas where HDD is used to install cables, the replacement would take place by removing the section of cable between the two joint bays either side of the section of cable in question. Then a new section of cable would be pulled through the underground duct already installed and the new section of cable would be jointed to the existing cables at the two joint bays in question. This means that, **in the very unlikely event there was a cable fault along the section of cables to be installed under the allotments, the repair of that section would be undertaken from joint bays located off the allotments and no unscheduled maintenance activities would take place on the allotments.**

**Will the construction or operation of the project impact any allotments?**

**There should be no impact on any allotment plots during the construction or operation of AQUIND Interconnector.**

The documents submitted in support of the application identify bentonite as a core drilling fluid and although the risk of a bentonite breakout has been assessed as small to negligible, it cannot be completely ruled out. Bentonite is a clay-based product commonly used in the HDD process to maintain viscosity, and it also works to seal permeable soils thereby preventing fluid invasion into any surrounding rock or soil. It is approved by the Government's Centre for Environmental Fisheries and Aquatic Science (CEFAS) and is included on the Pose Little Or No Risk (PLONOR) list.

In order to minimise the risk, the HDD has been designed at a suitable depth within a single geological layer beneath the allotments (2.5 metres depth as it crosses into the allotments at the north and south boundaries and significantly deeper (circa 10 metres) where it passes beneath the main area of the allotments).

In addition, a number of monitoring measures designed to minimise a risk of bentonite breakouts have been set out in the HDD Position Statement submitted with the application (REP1-132). These include the preparation of a drilling fluid design plan, the implementation and certain drilling techniques and monitoring requirements. All documents are available to download on the Planning Inspectorate's webpage for the project under the 'Documents' tab: <https://infrastructure.planninginspectorate.gov.uk/projects/south-east/aquind-interconnector/?ipcsection=docs>.

In the unlikely event of a bentonite breakout, drilling will immediately halt to carry out monitoring. Any breakout will be cleaned by the specialist contractor performing HDD works. Contact information for the contractor will be provided to allotment holders in advance of the start of HDD operations.

#### **How will the cables be installed?**

Cables are to be installed under the allotments and Milton Locks Nature Reserve via a process known as Horizontal Directional Drilling (HDD), which will take place between the car park located west of the Thatched House Pub and the grassed area east of Kingsley Road. This approach allows the cables to be installed deep underground with no planned impact at surface level.

The cables that AQUIND will install along the Onshore Cable Route will be delivered and laid in sections between joint bays at different locations along the route. The locations of the joint bays will be determined as part of the detailed design process and will depend on physical characteristics such as space availability, as well as minimising impact when maintenance is required. However, there will not be any joint bays located on the allotments or the adjacent Milton Locks Nature Reserve, with the joint bays located at the drilling locations at the car park located west of the Thatched House Pub and the grassed area east of Kingsley Road.

This installation method is tried and tested on numerous other cabling projects around the world.

#### **Why are you requesting information relating to my allotment(s) now?**

Information in relation to the interests of allotment holders was sought prior to the application for development consent for the UK elements of AQUIND Interconnector being submitted, including by way of site notices erected at the allotments. No response was received to these requests at that time.

Further to representations that have since been made by Portsmouth City Council and by allotment tenants during the course of the examination of the Development Consent Order (DCO) application for the UK elements of AQUIND Interconnector, the Examining Authority with the responsibility for examining the Application has requested that AQUIND update the Book of Reference for the application to include the interests of the holders of allotments within the Order limits, on the understanding that the allotment tenancies grant interests in land that is to be affected by the proposals.

The Book of Reference is a document which is required by law to be submitted with an application for a development consent order and lists the land interests that are to be affected by the proposals. As the onshore cables will be installed beneath the allotments via HDD, **there should be no impact on any allotment plots during the construction or operation of AQUIND Interconnector.**

The Examining Authority's request is contained in their letter dated 11 November 2020 (PD-021) which is available to view on the Planning Inspectorate's webpage for the project under the 'Documents' tab:

<https://infrastructure.planninginspectorate.gov.uk/projects/south-east/aquind-interconnector/?ipcsection=docs>.

So as to ensure no issues arise in connection with data protection where information in relation to the allotment tenancies is provided by Portsmouth City Council to AQUIND directly, Portsmouth City Council have requested that AQUIND issues a request to obtain this information, and AQUIND is complying with this request by issuing the Land Information Questionnaire to obtain this information.

#### **How will my information be used? Is my personal data secure?**

Your information will be used for the purpose of fulfilling statutory obligations in connection with the Project.

Your personal data will be held securely by WSP, the appointed planning consultants for the project, in accordance with the Data Protection Act 2018. Your details will only be held in relation to the proposals for AQUIND Interconnector and will not be provided to any third parties, save for statutory bodies including the Planning Inspectorate where required. The information provided in the LIQ will be used to populate the Book of Reference, which is a public document.

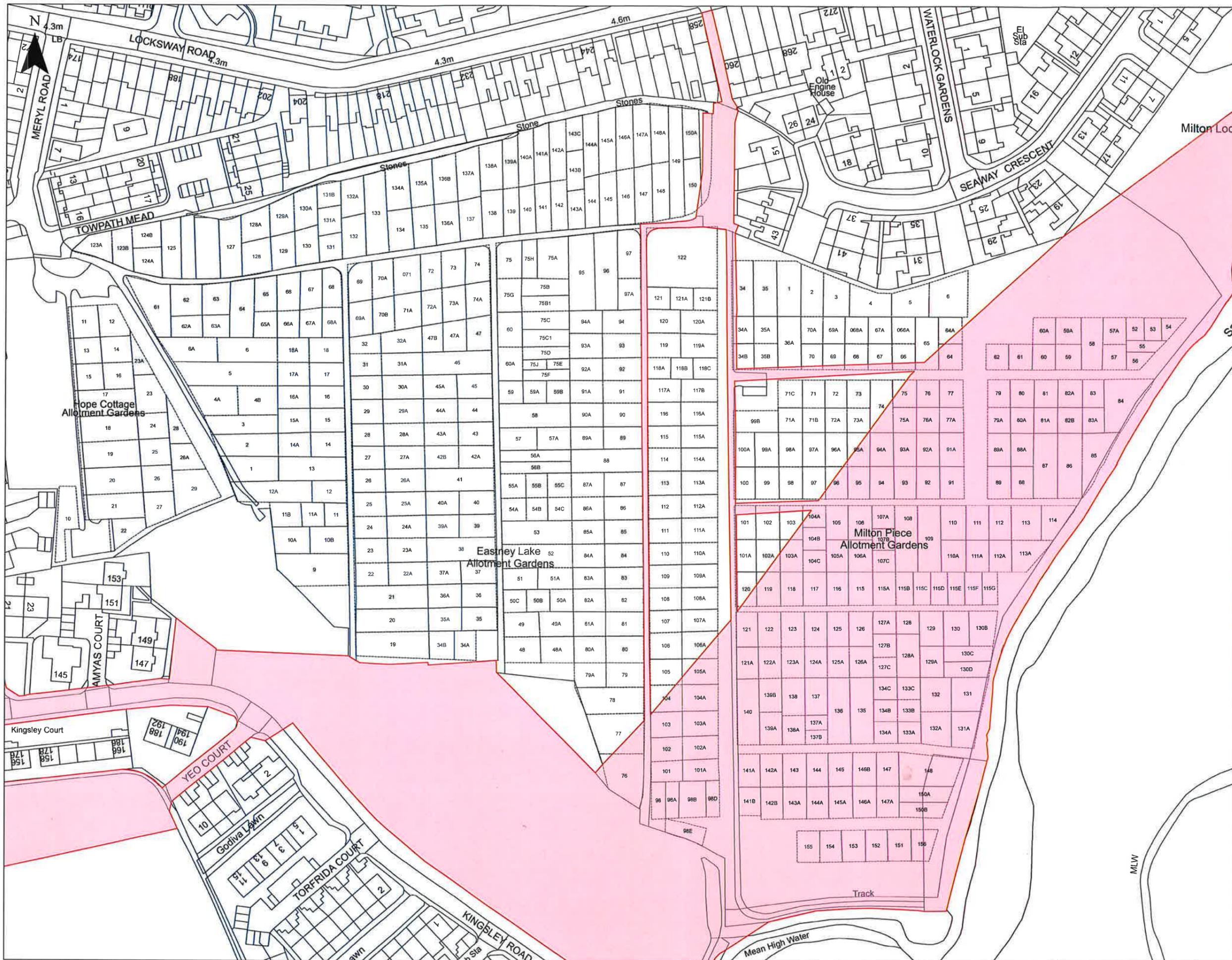
#### **Who can I contact if I have questions about the Land Interest Questionnaire (LIQ), or require assistance in completing it?**

To request assistance in completing the LIQ please get in contact with WSP with any questions you may have. WSP may be contacted by e-mail at [aquindinterconnector@wsp.com](mailto:aquindinterconnector@wsp.com) or by telephone on 020 3116 9389.

#### **Where can I find out more information about the project?**

You can view our website which contains our original application documents and FAQ's on our website at [www.aquindconsultation.co.uk](http://www.aquindconsultation.co.uk). Further information, including further documents submitted during the course of the examination of the application for development consent for the Project can be located on the Planning Inspectorate's webpage for the project at <https://infrastructure.planninginspectorate.gov.uk/projects/south-east/aquind-interconnector/?ipcsection=overview>.

For any questions or further information about the AQUIND Interconnector not related to the LIQ, please contact the project team on 01962 893869 or [aquindconsultation@becg.com](mailto:aquindconsultation@becg.com)



**AQUIND Interconnector  
Eastney and Milton  
Allotment Plots (Indicative)  
Sheet 1 of 1**

- Order Limits
- Indicative Allotment Plots

0 5 10 20 Meters

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02	25/11/2020	AH	FOR INFO	DL	VB
01	24/11/2020	AH	FOR INFO	DL	VB
REV	DATE	BY	DESCRIPTION	CHK	APP

DRAFT



PROJECT: AQUIND Interconnector

TITLE: Eastney and Milton Allotment Plots (Indicative)

SCALE AS SHOWN	1:650	DATE	25/11/2020	DESIGNED BY	DL	CHECKED BY	VB
PROJECT NO	EN020022	DATE	25/11/2020	ISSUED BY	AH	ISSUED FOR	AH
DRAWING NO	EN020022-20201123-LIQ-ALLOTMENT	SHEET	02	REVISED			

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The Planning Inspectorate  
Yr Arolygiaeth Gynllunio



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WENDY DELAP BROWN  
C/O PORTSMOUTH CITY COUNCIL  
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CIVIC OFFICES  
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PORTSMOUTH  
PO1 2AL



National Infrastructure  
Temple Quay House  
2 The Square  
BRISTOL BS1 6PN

Customer Services: 0303 444 5000  
e-mail:  
NIEnquiries@planninginspectorate.gov.uk

Our Ref: EN020022

21 January 2021

**Unique Reference: AQUI-AFP1422**

**Project Email Address:  
aquind@planninginspectorate.gov.uk**

**Planning Act 2008 (as amended), Section 89; The Infrastructure Planning (Examination Procedure) Rules 2010, Rules 8(3), 9 and 13; and The Infrastructure Planning (Compulsory Acquisition) Regulations 2010, Regulation 11**

**Application by AQUIND Limited for an Order Granting Development Consent for the AQUIND Interconnector Project**

As you may be aware, the Examining Authority recently issued a letter which gives details of changes to the Examination Timetable, makes Procedural Decisions and provides notification of forthcoming Hearings:

**[infrastructure.planninginspectorate.gov.uk/document/EN020022-003467](https://infrastructure.planninginspectorate.gov.uk/document/EN020022-003467)**

This is being sent to you now as you have recently been identified as having an interest in the land to which the application relates.

1030623002/04518 [1/1]

If this link does not open automatically, please cut and paste it into your browser.

Alternatively, they have been published to the 'documents' tab on the project page of our website:

**[infrastructure.planninginspectorate.gov.uk/projects/south-east/aquind-interconnector/?ipcsection=docs](https://infrastructure.planninginspectorate.gov.uk/projects/south-east/aquind-interconnector/?ipcsection=docs)**.

However, if you are not able to access this information electronically or have any other queries, please contact us on 0303 444 5000 and a member of the Planning Inspectorate's case team will be able to provide you with the relevant details.

As a result of ongoing Government guidance relating to the Coronavirus (COVID-19), our office based at Temple Quay House is temporarily closed and any submissions sent by post will be subject to delay.

The Planning Inspectorate is seeking to ensure that all Parties are notified of key developments on projects in a timely manner. In order to help achieve this, and to minimise any delays, it would be extremely helpful if Parties could supply us with a contact e-mail address as soon as possible to the project e-mail address:  
[aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)

Kind regards

AQUIND Interconnector Project Case Team

This communication does not constitute legal advice. Please view our Privacy Notice at the URL below or contact our Customer Services on 0303 444 5000 to discuss with the Case Team before sending information to the Planning Inspectorate.

**[infrastructure.planninginspectorate.gov.uk/help/privacy-and-cookie/](https://infrastructure.planninginspectorate.gov.uk/help/privacy-and-cookie/)**

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WAN HING SHUM  
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PORTSMOUTH  
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Temple Quay House  
2 The Square  
BRISTOL BS1 6PN

Customer Services: 0303 444 5000  
e-mail:  
NIEnquiries@planninginspectorate.gov.uk

Our Ref: EN020022

21 January 2021

## Unique Reference: **AQUI-AFP1421**

**Project Email Address:**  
**[aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)**

**Planning Act 2008 (as amended), Section 89; The Infrastructure Planning (Examination Procedure) Rules 2010, Rules 8(3), 9 and 13; and The Infrastructure Planning (Compulsory Acquisition) Regulations 2010, Regulation 11**

**Application by AQUIND Limited for an Order Granting Development Consent for the AQUIND Interconnector Project**

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**[infrastructure.planninginspectorate.gov.uk/document/EN020022-003467](https://infrastructure.planninginspectorate.gov.uk/document/EN020022-003467)**

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[aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)

Kind regards

AQUIND Interconnector Project Case Team

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NIEnquiries@planninginspectorate.gov.uk

Our Ref: EN020022

21 January 2021

## Unique Reference: **AQUI-AFP1286**

**Project Email Address:**  
**[aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)**

**Planning Act 2008 (as amended), Section 89; The Infrastructure Planning (Examination Procedure) Rules 2010, Rules 8(3), 9 and 13; and The Infrastructure Planning (Compulsory Acquisition) Regulations 2010, Regulation 11**

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NIEnquiries@planninginspectorate.gov.uk

Our Ref: EN020022

21 January 2021

## Unique Reference: AQUI-AFP1328

**Project Email Address:**  
**[aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)**

**Planning Act 2008 (as amended), Section 89; The Infrastructure Planning (Examination Procedure) Rules 2010, Rules 8(3), 9 and 13; and The Infrastructure Planning (Compulsory Acquisition) Regulations 2010, Regulation 11**

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Kind regards

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Our Ref: EN020022

21 January 2021

## Unique Reference: **AQUI-AFP1340**

**Project Email Address:**  
**[aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)**

**Planning Act 2008 (as amended), Section 89; The Infrastructure Planning (Examination Procedure) Rules 2010, Rules 8(3), 9 and 13; and The Infrastructure Planning (Compulsory Acquisition) Regulations 2010, Regulation 11**

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Kind regards

AQUIND Interconnector Project Case Team

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Our Ref: EN020022

21 January 2021

**Unique Reference: AQUI-AFP1348**

**Project Email Address:  
aquind@planninginspectorate.gov.uk**

**Planning Act 2008 (as amended), Section 89; The  
Infrastructure Planning (Examination Procedure) Rules  
2010, Rules 8(3), 9 and 13; and The Infrastructure  
Planning (Compulsory Acquisition) Regulations 2010,  
Regulation 11**

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Development Consent for the AQUIND Interconnector  
Project**

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Kind regards

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Our Ref: EN020022

21 January 2021

## Unique Reference: **AQUI-AFP1362**

**Project Email Address:**  
**[aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)**

**Planning Act 2008 (as amended), Section 89; The Infrastructure Planning (Examination Procedure) Rules 2010, Rules 8(3), 9 and 13; and The Infrastructure Planning (Compulsory Acquisition) Regulations 2010, Regulation 11**

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Our Ref: EN020022

21 January 2021

## Unique Reference: **AQUI-AFP1386**

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Our Ref: EN020022

21 January 2021

**Unique Reference: AQUI-AFP1273**

**Project Email Address:  
aquind@planninginspectorate.gov.uk**

**Planning Act 2008 (as amended), Section 89; The Infrastructure Planning (Examination Procedure) Rules 2010, Rules 8(3), 9 and 13; and The Infrastructure Planning (Compulsory Acquisition) Regulations 2010, Regulation 11**

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**Ian Maguire**  
**Assistant Director Planning**  
**& Economic Growth**

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Phone: 023 9283 4299

E-mail: [Ian.Maguire@portsmouthcc.gov.uk](mailto:Ian.Maguire@portsmouthcc.gov.uk)

Our Ref: 20210206

Date: 06/02/21

Via email to  
[aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)

FAO the Planning Inspectorate

Dear Sirs,

**RE: Letters received from the Planning Inspectorate in relation to Aquind examination**

Portsmouth City Council has received 9 letters from the Planning Inspectorate in relation to the Aquind examination dated 21 January 2021 addressed to a number of members of the public who are residents of Portsmouth and not staff or officers of the Council. These are:

- Wendy Delap Brown
- Wan Hing Shum
- Christopher Phillip Saunders
- Janice Langdon
- Julian Lloyd
- Kirsten Mcfarlane
- Marlene Dooley
- Rebecca Winstanley
- Bernard George

It is not clear when the letters arrived at the Civic Offices in Portsmouth, but they only came to the attention of officers concerned with the Aquind DCO on 2 February 2021. The Council acted straight away and identified the correct addresses, despatching 8 of the letters in the post of 3 February 2021. The Council clearly took these steps in the spirit of maximising the enfranchisement of its residents before the Compulsory Acquisition Hearing this month instead of simply reverting to the ExA or Aquind.

The Council understands that all of these persons are allotment holders, save for Julian Lloyd who is on the waiting list for a plot. The Council was able to make contact with Mr Lloyd on 4<sup>th</sup> February and forwarded the letter on the same day. The Council also notes that all of these persons are included in the Deadline 7 Book of Reference but do not have associated addresses.

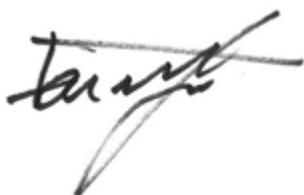
In the absence of any explanation from the ExA or Aquind, the Council has inferred that PINS, faced perhaps with a dilemma of how to communicate with affected persons who may have declined to supply conventional contact details, decided to direct correspondence to the Council without more. It is highly regrettable that this issue was not broached with the Council beforehand to seek its views as the Council may have been able to help prevent the delay in duly notifying these affected persons which has now arisen but which has at least been mitigated by the action of the Council in identifying the right addresses and forwarding these important letters in effect on behalf of PINS and Aquind.

It appears from the content of the letters that PINS is reaching out to encourage these allotment holders to provide an email address. Given the apparent lack of email and postal addresses, the Council would have queried whether the applicant had considered using process servers to serve notice on the plots that the interests relate to; these people plainly do not reside at the Civic Offices or attend that address with any regularity. The Council as the ExA will be aware provided assistance to the examination by agreeing to forward pre-arranged land interest questionnaires to its allotment holders having raised the significant oversight that had occurred. The Council however is very troubled that there appears to have been an assumption made that this was somehow an open-ended practice. The Council would point out that it is of course ultimately the applicant's duty to ensure that all affected persons are properly informed and able to exercise their statutory right to be heard at a Compulsory Acquisition Hearing.

In the circumstances it is not clear that adequate and requisite notice will have been afforded to these 8 or 9 affected persons at this time.

The Council has consistently sought to assist the ExA but as noted what has occurred is clearly very troubling and we ask that some form of explanation for what has occurred be provided and for the issues arising to be addressed.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Ian Maguire', with a long, sweeping underline.

**Ian Maguire**  
**Assistant Director Planning & Economic Growth**



# The Planning Inspectorate

National Infrastructure Planning  
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Customer Services: 0303 444 5000  
e-mail: [aquind@planninginspectorate.gov.uk](mailto:aquind@planninginspectorate.gov.uk)

---

Mr Ian Maguire  
Assistant Director Planning & Economic  
Growth  
Portsmouth City Council

Your Ref:

Our Ref: EN020022

Date: 10 February 2021

---

Dear Mr Maguire,

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project

Thank you for your letter dated 6 February 2021 regarding our letters to Affected Persons that were sent care of Portsmouth City Council.

Firstly, thank you for forwarding the letters to those individuals. It is assumed that they would have received the letter by 5 February 2021, so have now been notified of the forthcoming Hearing arrangements.

Shortly before we issued the notification of Hearings letter in January 2021, the Applicant provided a list of additional Affected Persons whom they had added to the Book of Reference, including their contact details. This enabled us to write to all Affected Persons to inform them of the Hearing arrangements. In that list, the **Applicant identified the following persons with an address as 'c/o Portsmouth City Council':**

- Wendy Delap Brown;
- Wan Hing Shum;
- Christopher Phillip Saunders;
- Janice Langdon;
- Julian Lloyd;
- Kirsten Mcfarlane;
- Marlene Dooley;
- Rebecca Winstanley;
- Bernard George.

**As I am sure you appreciate, it is not the Inspectorate's responsibility to check each name and address listed in the Book of Reference (BoR); it is the Applicant's responsibility to ensure that the BoR is updated as ongoing diligent inquiry continues.** In writing to Affected Persons, the Inspectorate has used the information that was provided to us. As such, we consider that we have fully complied with our obligations under the Infrastructure Planning (Compulsory Acquisition) Regulations 2010.

We understand that discussions had taken place between the Applicant and Portsmouth City Council in relation to identifying allotment holders at Eastney and Milton Piece for inclusion in the BoR as tenants of Portsmouth City Council. We further understand that Portsmouth City Council agreed to forward land interest questionnaires to these tenants and that the completed questionnaires helped inform the updated BoR at Deadlines 6 and 7. However, the Inspectorate was rightly not party to those discussions, so we were unaware what arrangements were agreed for forwarding any future correspondence to any additional Affected Parties that had not provided postal or e-mail addresses. As such, any concerns you have relating to this matter should be pursued directly with the Applicant.

We would note that, in terms of the 9 individuals listed above, Ms McFarlane is already listed to speak at Compulsory Acquisition Hearing 3 (CAH3). Additionally, we have been notified that Mrs Dooley is likely to be speaking on behalf of her husband, Mr Sydney Dooley (also an Affected Person) at CAH3. As such, we are content that both of these parties were aware of CAH3.

**We are concerned about the situation regarding Mr Julian Lloyd's presence in the BoR.**

As we understand it from your letter, he does not currently rent an allotment but is on the waiting list for one. Under those circumstances, he does not appear to qualify as an Affected Person under the Infrastructure Planning (Compulsory Acquisition) Regulations 2010. It is for the Applicant to decide whether Mr Lloyd, and any other persons in a similar situation that do not currently have a legal interest in the land that is subject to the Proposed Development, should be removed from the BoR at Deadline 8 (1 March 2021).

In terms of the remaining six persons listed above, we are not in possession of their postal or e-mail addresses, or telephone numbers. We can only assume that they **chose not to provide them during the Applicant's** inquiry process. As such, we are unable to contact them directly. In terms of their right to participate in CAH3, the deadline for confirming attendance (Deadline 7b) has passed (1 February 2021). However, in view of the circumstances, the Examining Authority has indicated that it would be happy to accommodate them at CAH3 if they wish to speak on matters relating to their interest in the land at the allotments. To do so, they would need to let us know as soon as possible, using the details in the letterhead above. We are likely to be issuing joining instructions for CAH3 the day before the event, on Thursday 18 February 2021. It is also open to any Affected Person to prepare a written submission by Deadline 8 (1 March 2021), and this would carry equivalent weight to any oral evidence provided at a Hearing.

If you are in contact with these six persons, we would be grateful if you could relay this to them. As matters stand, any future correspondence with them will automatically be sent care of Portsmouth City Council. To reduce any administrative duties for your team, please could I encourage you to liaise with the Applicant to agree alternative entries for those in the BoR with no contact details.

We will publish a copy of your letter, together with this response, to the project page of the Planning **Inspectorate's website**.

We hope this response is of assistance.

Yours sincerely

*Hefin Jones*

Hefin Jones  
Case Manager





# The Planning Inspectorate

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Mr Ian Maguire  
Assistant Director Planning & Economic  
Growth  
Portsmouth City Council

Your Ref:

Our Ref: EN020022

Date: 11 February 2021

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Dear Mr Maguire,

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project

Following the publication of our letter dated 10 February 2021, several misunderstandings have come to light. As such, the purpose of this letter is to correct two inaccuracies.

Firstly, the letter was incorrect in suggesting that the Applicant provided addresses for the nine listed parties as 'care of Portsmouth City Council'; the Applicant was not in possession of those addresses and, as such, the information for those individuals was left blank on the spreadsheet that the Applicant helpfully provided. We have now ascertained that, with no contact details for those individuals in the Book of Reference and with no means for the Inspectorate to contact those parties directly, the best means of trying to engage those parties was considered to be through their landlord, Portsmouth City Council. In the event, you kindly forwarded those letters, so contact has at least been ensured. Please accept our apologies for not agreeing this administrative role in advance of sending the letters to you.

Secondly, we can confirm that although Mr Sydney Dooley has asked to be represented at CAH3, it is not by Ms Marlene Dooley.

We do hope that these misunderstandings have not caused any serious confusion or inconvenience.

We can confirm that the remaining matters remain relevant as set out in our letter of 10 February 2021.

As requested, if you are in contact with the six parties previously listed, and now, in addition, Ms M Dooley, we would be grateful if you could relay the information about the Compulsory Acquisition Hearing to them. As matters stand, we will be unable to send any future correspondence to them, unless the Applicant is able to ascertain their contact details and add these to the Book of Reference, or if you could agree to

continue to receive and forward correspondence on their behalf. I would be grateful if you could inform me as soon as possible if the latter course of action is possible.

Once again, please accept our apologies for any confusion, and trust this updated information is of assistance.

Yours sincerely

*Hefin Jones*

Hefin Jones  
Case Manager

**AQUIND INTERCONNECTOR PROJECT**

**APPLICATION BY AQUIND LIMITED FOR AN ORDER GRANTING  
DEVELOPMENT CONSENT**

**TRANSCRIPT OF ORAL EVIDENCE PRESENTED AT ISSUE SPECIFIC  
HEARING 5  
18<sup>TH</sup> FEBRUARY 2021**

**DEADLINE 8 (1<sup>ST</sup> MARCH 2021) SUBMISSION ON BEHALF OF PORTSMOUTH  
CITY COUNCIL (PCC)**

**Post Hearing Transcript of Response Provided By PCC Highways**

**Walking Distances for Displaced Parking**

There are no practical mitigations proposed for displaced residents parking either in association with the construction or abnormal indivisible load delivery (AIL) routes. It is the applicant's contention that residents will be able to find an alternative parking space on street within a reasonable walking distance which they contend to be 400m.

To determine the availability of alternative on street parking spaces the applicant has relied on parking surveys undertaken using the 'Lambeth' methodology. Whilst PCC have some misgivings regarding that methodology which practically overestimates the availability of on street parking spaces as it relies on a formulaic approach which does not recognise the impact of inconsiderate or indiscriminate parking; it is specific that the walking distance to be considered is 200m. That is consistent with the walking distance considered reasonable by PCC when considering the proximity of off site parking opportunities relative to new residential development.

Despite this the applicant has applied a walking distance of 400m which is more appropriate when considering the proximity of retail / employment / education / leisure and access to public transport. As a consequence the approach underestimates the impact of parking displacement on residential amenity and air quality arising from drivers circulating whilst hunting for a place to park. This is likely to lead and result in vehicles being parked at junctions / obstructing footways or where parking is restricted to the disbenefit of highway safety.

This is of particular concern on the

- AIL routes via Locksway Road / Longshore Way and Kingsley Road where parking would need to be restricted over very significant lengths and the neighbouring streets are characterised by terraced property where the demand for on street parking already exceeds the space available; and
- Farlington Avenue where a road closure is thought necessary for an extended period.

**AQUIND INTERCONNECTOR PROJECT**

**APPLICATION BY AQUIND LIMITED FOR AN ORDER GRANTING DEVELOPMENT CONSENT**

**TRANSCRIPT OF ORAL EVIDENCE PRESENTED AT COMPULSORY ACQUISITION HEARING 3  
19<sup>TH</sup> FEBRUARY 2021**

**DEADLINE 8 (1<sup>ST</sup> MARCH 2021) SUBMISSION ON BEHALF OF PORTSMOUTH CITY COUNCIL  
(PCC)**

**1. In attendance for PCC:**

**Celina Colquhoun – 39 Essex Street – Barrister for PCC  
Ian Cunliffe – Gateley Hamer - Chartered Surveyor for PCC**

**2. Agenda Item 6. Representations from Affected Persons and Other  
Interested Parties**

**PCC Oral Representation**

2.1. PCC confirmed it had four agenda items that it was seeking to cover in the hearing.

**5 Issue 1: Farlington Playing Fields**

5.1 PCC confirmed that an updated Framework Management Plan for Recreational Impacts (FMPRI) **[AS-062]** had been issued by the Applicant, and PCC would shortly be providing comprehensive comments on the revised document.

5.2 However, the latest document still identified discrepancies between the land identified as being required for the construction of the development, and the Order limits, most clearly evidenced on Plate 2 and in Phases 3 and 8 of the appended phasing plans.

5.3 The FMPRI does nothing in respect of meeting the requirement to show that all the Order land is 'required' (S.122 of the PA) – further, the FMPRI is intended to provide comfort on how the impacts of the development can be minimised – this is not possible as, whilst the Order limits stray beyond the extent of land shown to be required in the FMPRI, it has to be assumed that all the land is required and therefore the FMPRI is redundant, and provides no comfort at all to PCC or its occupiers. The same applies in respect of the duration the land is occupied – the Applicant has applied for a 5 year term for use of powers, and despite the FMPRI showing shorter occupation periods, PCC has to assume all Order land is unavailable for users unless the Order limits and timescales for use of powers are amended to reflect the FMPRI.

## 6 Specific Issue 2: Fort Cumberland Road car park

- 6.1 The same principle applies at Fort Cumberland Road car park; the FMPRI shows that, at maximum, 75% of the car park would be required during construction, but all of the car park is in the Order limits (for use for 5 years).
- 6.2 Further, PCC has addressed concerns with the Applicant that the number of car parking spaces in an 'existing' and theoretically 'reinstated' as set out in plans attached to the draft S.106 issued to PCC by the Applicant – it is understood from meetings with the Applicant's agent the concern is recognised and the number of car parking spaces will be agreed so as not to inaccurately reflect the loss of land from the car park.

## 7 Specific Issue 3: Funding

- 7.1 PCC has set out in previous submissions the concerns regarding the funding for the compulsory acquisition of land. PCC very much aligns with the submission made on behalf of the Carpenters, and in particular, is concerned as to how the Applicant can satisfy the requirements of paragraph 18 of the Guidance, that being '*that the resource implications of a possible acquisition resulting from a blight notice have been taken account of.*'
- 7.2 PCC confirmed that the land within the Order limits is '*blighted land*' as defined in the Town and Country Planning Act 1990, which means the compensation liability existed at the point of the application for development consent being made, and continues to be in place until the application is withdrawn, refused, or powers have expired.
- 7.3 The submissions from the Applicant have only set out its expectation of the project being funded at *some point in time in the future*; PCC queried how an acquisition pursuant to blight *could be funded now* and that it was a significant cause for concern for PCC that there were no adequate funds in place commensurate with the powers impacting land now.

## 8 Specific Issue 4: Sub-soil acquisition (of highway land)

- 8.1 PCC is concerned the Applicant has not changed its position in respect of providing compensation to owners of subsoil. PCC had reviewed meeting notes held pursuant to S.51 of the Planning Act (9<sup>th</sup> August 2019<sup>1</sup>), where the Applicant confirmed it was intending '*to apply for the compulsory acquisition of rights to install, operate and maintain the cable in the land beneath the highway...as opposed to seeking to negotiate private agreements with the presumed owners of highway subsoil.*' The Applicant set out that there was precedent for this approach in respect to High Speed Two and that '*they did not consider it necessary to negotiate for the private rights or to pay compensation.*' The Applicant has pursued this approach despite The

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[https://infrastructure.planninginspectorate.gov.uk/wp-content/uploads/projects/EN020022/EN020022-Advice-00003-1-190809\\_Aquind%20meeting%20note%209%20Aug.pdf](https://infrastructure.planninginspectorate.gov.uk/wp-content/uploads/projects/EN020022/EN020022-Advice-00003-1-190809_Aquind%20meeting%20note%209%20Aug.pdf)

Planning Inspectorate, in the same meeting, advising the Applicant to review 'all relevant compulsory acquisition tests' and 'the Government Planning Act 2008 Guidance.'

- 8.2 PCC also identified how, in the Applicant's Written Summaries of Oral Submissions at ISH1, 2 and 3, and CAH1 and 2' **[REP6-062]** the Applicant had stated that:

*'It is not practicable to negotiate with all of the landowners of high-way subsoil and in the rare instances where it is necessary to go beneath the plane of the highway, compensation is available.'*

- 8.3 PCC identified the Applicant had moved from compensation not being *available/offered*, to it being *available*; however, there continues to be ambiguity over when this would be paid, given the vague definition of highway subsoil.
- 8.4 Further, PCC could not agree with the Applicant's claim it wasn't 'practicable' to negotiate with all relevant landowners – it was pointed out the parties were all in the Book of Reference (or should be, to satisfy 'diligent inquiry') and could be issued a letter, as per other promoters of other similar schemes.
- 8.5 Finally, HS2<sup>2</sup>, used as a precedent by the Applicant, paid £50 compensation for sub-soil interest with a contribution towards professional costs of £250, whether professional advice was taken or not.
- 8.6 As a commercial promoter, which will be having a severe local impact on residents, an approach consistent with other promoters should be adopted; any contrary approach provides further evidence of the lack of funds for the compulsory powers sought in the application.



**AQUIND Limited**

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# **AQUIND INTERCONNECTOR**

Statement of Common Ground Between  
AQUIND Limited and Portsmouth City Council

The Planning Act (2008)

Document Ref: 7.5.3  
PINS Ref.: EN020022

**AQUIND Limited**

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# **AQUIND INTERCONNECTOR**

Statement of Common Ground Between  
AQUIND Limited and Portsmouth City Council

**PINS REF.: EN020022**

**DOCUMENT: 7.5.3**

**DATE: 01 MARCH 2021**

WSP

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## DOCUMENT

<b>Document</b>	<b>7.5.3 Statement of Common Ground with Portsmouth City Council</b>
<b>Revision</b>	004
<b>Document Owner</b>	WSP UK Limited
<b>Prepared By</b>	Cassie Fountain
<b>Date</b>	01 March 2021
<b>Approved By</b>	Alex Higgins
<b>Date</b>	01 March 2021

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# 1. INTRODUCTION AND PURPOSE

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## 1.1. PURPOSE OF THE STATEMENT OF COMMON GROUND

- 1.1.1.1. A Statement of Common Ground (SoCG) is a written statement produced as part of the application process for an application for a Development Consent Order (DCO) and is prepared jointly by the applicant and another party.
- 1.1.1.2. This SoCG has been prepared with Portsmouth City Council ('PCC') to show where agreement has been reached with AQUIND Limited ('the Applicant') during the pre and post DCO application consultation and in the course of the DCO Examination. This SoCG collectively refers to AQUIND and PCC as 'the parties'.
- 1.1.1.3. The purpose and possible content for SoCG's 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 the guidance describes a SoCG as follows:  
*"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."*
- 1.1.1.4. This SoCG comprises a record of agreement which has been structured to reflect topics of interest to PCC on the AQUIND Interconnector DCO Application ('the Application'). Topic specific matters agreed, not agreed and actions to resolve the matter between PCC and the Applicant are included.
- 1.1.1.5. The position with respect to each topic of interest is presented in a tabular form.
- 1.1.1.6. This SoCG has been prepared by the parties for Deadline 8 and represents an accurate reflection of matters discussed and is the final version of this document between both parties.

## 1.2. DESCRIPTION OF THE PROPOSED DEVELOPMENT

- 1.2.1.1. AQUIND Limited ("the Applicant") submitted an application for the AQUIND Interconnector Order (the 'Order') pursuant to Section 37 of the Planning Act 2008 (as amended) (the "PA2008") to the Secretary of State on 14 November 2019 (the 'Application').
- 1.2.1.2. The Application seeks development consent for those elements of the AQUIND Interconnector (the 'Project') located in the UK and the UK Marine Area (the 'Proposed Development').
- 1.2.1.3. The Project is a new 2,000 MW subsea and underground High Voltage Direct Current ('HVDC') bi-directional electric power transmission link between the South Coast of

England and Normandy in France. By linking the British and French electric power grids it will make energy markets more efficient, improve security of supply and enable greater flexibility as power grids evolve to adapt to different sources of renewable energy and changes in demand trends such as the development of electric vehicles. The Project will have the capacity to transmit up to 16,000,000 MWh of electricity per annum, which equates to approximately 5% and 3% of the total consumption of the UK and France respectively.

1.2.1.4. The Proposed Development includes:

- HVDC marine cables from the boundary of the UK exclusive economic zone to the UK at Eastney in Portsmouth;
- Jointing of the HVDC marine cables and HVDC onshore cables;
- HVDC onshore cables;
- A Converter Station and associated electrical and telecommunications infrastructure;
- High Voltage Alternating Current ('HVAC') onshore cables and associated infrastructure connecting the Converter Station to the Great Britain electrical transmission network, the National Grid, at Lovedean Substation; and
- Smaller diameter fibre optic cables to be installed together with the HVDC and HVAC cables and associated infrastructure.

### **1.3. THIS STATEMENT OF COMMON GROUND AND THE ROLE OF PCC**

1.3.1.1. This SoCG has been prepared jointly by the Applicant and Portsmouth City Council ("PCC") in accordance with the DCLG Guidance and precedent examples of SoCG available on the Planning Inspectorate's website.

1.3.1.2. PCC is interested in the Proposed Development as a Local Planning Authority, Highway Authority and Street Authority in respect of the parts of the Proposed Development located within their administrative boundary. In addition, PCC is an owner of land affected by the Proposed Development.

1.3.1.3. PCC would be responsible for discharging many of the requirements of the Order associated with development in their administrative area should development consent be granted for the Proposed Development. PCC would also be responsible for monitoring and enforcing many of the DCO provisions and requirements.

1.3.1.4. For the purpose of this SoCG the Applicant and PCC will be jointly referred to as the "Parties".

1.3.1.5. The Applicant has sought to engage with PCC throughout the Examination and has previously submitted unilateral draft SoCGs at Deadlines 1 and 4 to reflect the

Applicant's engagement efforts. At Deadline 6, updated unilateral draft SoCGs were submitted by both Parties to reflect progress where discussions had occurred.

1.3.1.6. At Deadline 7, the Applicant prepared a consolidated version of the unilateral drafts submitted at Deadline 6 into one draft SoCG, including relevant updates. This document included discussions right up to Deadline 7 and represented a consolidated joint draft SoCG between both Parties at Deadline 7.

1.3.1.7. This SoCG reflects the outcome of discussions between the parties at Deadline 8 of the Examination. Throughout this document, points of agreement and disagreement between the parties are clearly indicated.

## 2. RECORD OF ENGAGEMENT UNDERTAKEN TO DATE

2.1.1.1. The parties have been engaged in consultation since the early stages of the proposed scheme. Early correspondence dates back to April 2017, with significant consultation occurring around the non-statutory consultation period in 2018, the statutory consultation period and up to the submission of the DCO Application. Further engagement has continued, following the submission of the DCO Application and during the Examination period.

2.1.1.2. The table below sets out a summary of the key meetings between the parties in relation to the Proposed Development.

**Table 2.1 – Schedule of Pre-Application Meetings and Correspondence**

Date	Form of Contact	Summary
19/04/2017	Meeting (PCC, Planning)	Pre-application Meeting – Ruth Ormella, Development Manager, PCC
27/09/2017	Meeting (PCC, Planning)	Pre-application Meeting – Alan Banting, PCC
15/01/2018	Meeting (PCC, Leader, Planning, Victory Energy, Energy Services)	Leader’s Briefing – PCC, with Cllr Donna Jones, Tristan Samuels, Dan O’Hara, CEO of Victory Energy Supply Ltd, and Andrew Waggott, Energy Services Team Manager
13/02/2018	Meeting (LPA Planning Teams)	Pre-application Meeting – general update on project, with Hannah Chapman (SDNPA), Jon Holmes (EHDC), Julia Mansi (EHDC), Alan Banting (PCC), Lewis Oliver (HBC), and Nick Parker (WCC)
14/03/2018	Meeting (LPA Planning Teams)	Pre-application Meeting (Optioneering) with Hannah Chapman and Nat Belderson (SDNPA), Jon Holmes (EHDC), Alan Banting (PCC), Lewis Oliver (HBC), Nick Parker (WCC), Gemma McCart and Holly Drury (HCC – Highways Team) and Vicki Westall (HCC – LLFA)
21/05/2018	Meeting (Planning, Highways and Estates)	Meeting re highways, cable routing and GI Works workshop - Alan Banting – PCC Planning, Michelle Love – PCC/COLAS David Ball – PCC (Property)

Date	Form of Contact	Summary
26/06/2018	Skype Meeting (Estates, Planning)	GI - voluntary agreement for access for works, attended by Tristan Samuels – PCC, Ben Dowling – PCC Councillor, Alan O Sullivan – GVA, Cassie Fountain - WSP
13/08/2018	Meeting (LPA Planning Teams)	Planning Meeting: update on progress; update on Planning Strategy and associated programme; update on LPAs' role in DCO; update on PPA/SoCC attended by WCC, EHDC, HBC, PCC and SDNPA and HCC.
17/08/2018	Meeting (PCC, ESCP)	East Solent Coastal Partnership (now Coastal Partners)/PCC: Sharing information on Coastal Defence Works Programme/AQUIND proposed works and programme
07/11/2018	Meeting (PCC, Highways)	Portsmouth CC Highways Officers, Colas representatives and WSP Team: proposed works and programme.
12/11/2018	Telecon (PCC, Estates and Planning)	Call following up emails requesting updates from PCC.
15/11/2018	Meeting (PCC, Leader, Estates, Planning)	Meeting with Councillor Gerald Vernon-Jackson (Leader PCC), Steve Pitt (Deputy Leader PCC), Julie Dean (Corporate Comms), David Ball (Estate/property). Clare Upton-Brown (Planning), PCC Legal Services, Louise Wilders (Director of Community Engagement) regarding LIQs and ongoing engagement.
27/11/2018	Skype Meeting (LPAs - WCC, HBC, EHDC, PCC, SDNPA)	Local Authority Update Meeting: progress report. Update on progress with project; Land referencing progress and next stages; PEIR production and formal consultation on SoCC; preparation for Formal Consultation Q1 2019.

Date	Form of Contact	Summary
11/12/2018	Meeting (LPAs – Planning and Highways, WCC, HBC, EHDC, PCC, HCC)	Local Authority Update Meeting: progress report.
10/01/19	Meeting (Planning and Highways, including WCC, EHC, HBC, HCC, SDNP)	Preferred Converter Station location; Preliminary Environmental Information Report (“PEIR”) for forthcoming statutory consultation; Update on cable route options; Land referencing (including Land Interest Questionnaires (“LIQ”)); Future engagement; Statement of Community Consultation (“SoCC”).
22/01/19	Meeting (Planning and Highways, including WCC, EHC, HBC, HCC, SDNP)	PEIR and forthcoming statutory consultation / process; Cable route options and rationale; Alternatives to limit impact of cable route on highway.
05/02/19	Telecon (Planning and Highways, including WCC, EHC, HBC, HCC, SDNP)	Deposit locations for Consultation Documents; Converter Station design and level of information in PEIR.
07/02/19	Meeting (Planning, Estates, Highways)	Cable route options; Construction methodology for cable installation; Consultation methodology agreed as per SoCC; Awareness to recreational space users who may not live in the area; Proposed Development and forthcoming consultation; Site notices, and appropriate locations along the cable corridor and in car parks of recreational areas.

Date	Form of Contact	Summary
15/05/19	Meeting ESCP	Update on progress and consultation responses; Milton Common proposals and design of sea defences.
12/06/19	Meeting (Contaminated Land Officer)	Review of historical records of contaminated land.
03/07/19	Meeting (Planning and Highways)	Onshore Cable Corridor update on technical work; Transport Assessment scope; Transport SRTM scoping note (methodology and assumptions).
06/07/19	Meeting (Landscape)	Viewpoints, visualisations and mitigation requirements for ORS buildings at landfall.
15/07/19	Meeting (Elected Members and senior officers)	February – April 2019 consultation; Onshore underground cable route; Construction impacts.
23/07/19	Workshop (LLFA/Drainage, including EA, Portsmouth Water and HCC LLFA/Drainage)	Update on Proposed Development and flood risk profile within the Order Limits; Surface water resources and flood risk assessment; Permitting requirements; Potential constraints at Converter Station; Crossing of the ESCP flood defences.
06/08/19	Meeting (Environmental Health, including EHDC and HBC)	Construction noise and vibration along Onshore Cable Corridor.
09/08/19	Telecon (Planning, Estates, Transport)	Update on Stakeholder meetings; Timescales and DCO Process; Optioneering Update, specifically, Landfall, Open Space including Bransbury Park and Farlington Playing Fields, and Farlington Avenue; Targeted Consultation; Land Referencing Update.
16/08/19	Telecon	Route Option update; Targeted Consultation; Land Referencing Update.

<b>Date</b>	<b>Form of Contact</b>	<b>Summary</b>
<b>22/08/19</b>	Meeting (Planning, Estates, Transport)	Onshore Cable Corridor – optioneering update; ORS buildings at landfall; DCO process.
<b>30/08/19</b>	Meeting (Planning, ESCP)	Coastal defences at Milton Common; Phase 4 ESCP works.
<b>04/09/19</b>	Briefing (Elected Members, Planning)	Councillor Briefing on Proposed Development, Onshore Cable Corridor and DCO Process.
<b>10/09/19</b>	Meeting (Planning, Estates, Transport)	Update on planning and transport; Elected member concerns on air quality; Land interest questionnaire refresh; Update on ESCP meeting (30/08/19); Works at landfall including the ORS; Outputs of traffic (STRM) modelling, focussing on individual junctions; AIL routes; Utilities; Groundwater.
<b>25/09/2019</b>	Telecon (Planning, Estates, Transport)	Project update; Progress on Order Limits/refinement; ORS at Landfall; DCO process.
<b>08/10/19</b>	Meeting (Planning, Estates, Transport)	Order Limits and key changes post consultation, including retained flexibility; Landfall, buildings and construction timescale; HDD/trenchless crossings; Impact on open land; Transport update; DCO process update.
<b>29/10/2019</b>	Meeting (Arboriculture, Planning)	Review of approach and likely impacts of TPO features; Mitigation on worst-case scenario.

Date	Form of Contact	Summary
04/11/19	Telecon (Planning, Transport, Estates)	Submission update; Traffic; Air Quality; Contaminated Land; Arboriculture; ORS; Ecology; Open Space; Post Submission and Comms.
18/12/2019		Updated Order Limits Project Description Landfall, construction and ORS (and permanent land acquisition) Milton Common Baffins Milton Rovers and Langstone Playing Fields Farlington Playing Fields Farlington Avenue Portsdown Hill Road SoCG Section 56 Notices, site notice (additional locations) Communications Strategy
07/01/2020	Meeting	Project Update SoCG and Future Meetings Open Space Estates/Property and DCO (PCC Land Ownership) Communications
12/03/2020	Telecon	Project and Examination Update Highways, focus on Relevant Representation SoCG
04/08/2020	Telecon	Examination Update SoCG Draft
11/08/2020	Telecon (Transport)	Transport update covering Eastern Road Technical Note, traffic management, modelling, survey data and abnormal loads

Date	Form of Contact	Summary
12/08/2020	Telecon (East Solent Coastal Partnership)	Examination Update, potential for aligning programme, compound locations and access between the Applicant and ESCP coastal defence works. Flood defence crossing and working principles.
28/09/2020	Telecon	Run through of route through Portsmouth City Council's area of jurisdiction (including changes to the Order limits post submission, to be submitted at Deadline 1).
08/10/2020	Telecon (Recreation, Planning, Estates)	Project Update in respect of socio economics with particular reference to the Applicant's Framework Management Plan for Recreational Impacts (FMP) to be submitted at Deadline 1. Specific discussion around Order Limits and issues at Farlington Playing Fields, Baffins Milton Rovers/Langstone Harbour Sports Ground and Bransbury Park.
27/10/2020	Telecon (Coastal Partners)	Discussion between the Applicant and Coastal Partners (formerly East Solent Coastal Partnership) on potential collaborative working and coordination in respect of onshore cable route duct installation in the area of flood defences on Portsea Island and timing of use of construction compounds review of draft landscape scheme prepared by CP.
29/10/2020	Telecon (Planning, Highways, Estates, Recreation, Legal, Corporate)	Keeping in Touch meeting covering examination update, traffic/transport, Eastney and Milton Allotments, SoCG, FMP, ORS, land matters.
11/11/2020	Email (EHO)	Response by Applicant on range of queries including night time working equipment, construction working hours, Harbourside Caravan Park. Response by reference to information submitted at deadlines 1 and 2.

Date	Form of Contact	Summary
12/11/2020	Telecon (Planning, Highways, Estates, Recreation, Legal, Corporate)	Keeping in Touch meeting covering examination update, traffic/transport, Eastney and Milton Allotments, SoCG, FMP, ORS, land matters. The Applicant agreed to provide updated SoCG to PCC reflecting changes since Deadline 1 and that a bigger update and discussions on outstanding matters would take place following receipt of PCC comments on Deadline 1 SoCG and its update, with view to significant update before Deadline 5.
25/11/2020	Telecon (Planning, Highways, Estates, Recreation, Legal, Corporate)	Keeping in Touch meeting covering examination update, traffic/transport, Eastney and Milton Allotments, SoCG, FMP, ORS, land matters, Coastal Partners ongoing discussions.
26/11/2020	Telecon (Planning, LLFA)	Topic Meeting on Flood Risk matters covering: addendum to FRA, and addendum to Sequential Test document since original DCO submission.
01/12/2020	Telecon (Planning, Ecology and Arboriculture)	Topic Meeting on Ecology and Arboriculture matters in draft SoCG.
04/12/2020	Telecon (Planning, Highways, Estates, Recreation, Legal, Corporate)	Keeping in Touch meeting covering examination update, traffic/transport, Eastney and Milton Allotments, SoCG, FMP, ORS, land matters.
08/12/2020	Telecon (Planning, Highways, HE and HCC Highways, and Air Quality)	Topic Meeting on Traffic and Transport matters in draft SoCG. (Note Air Quality Matters discussed on 17/12/202).
16/12/2020	Telecon (Planning, Socio-Economics, Recreation)	Topic Meeting on Socio Economic matters in draft SoCG.
17/12/2020	Telecon (Planning, Air Quality)	Topic Meeting on Air Quality matters in draft SoCG.
22/12/2020	TBC	Topic Meeting on Traffic and Transport matters

<b>Date</b>	<b>Form of Contact</b>	<b>Summary</b>
<b>07/01/2021</b>	Telecon (Noise and Vibration)	Topic Meeting on Noise and Vibration matters and SoCG.
<b>08/01/2021</b>	Telecon (Planning, Highways, Estates, Recreation, Legal, Corporate)	Keeping in Touch meeting covering examination update, traffic/transport, Eastney and Milton Allotments, SoCG, FMP.
<b>13/01/2021</b>	Telecon (Coastal Partners)	Meeting with Coastal Partners covering programme and works for both AQUIND and North Portsea Island Coastal Defence Works, to identify, discuss and progress solutions for working on both projects, in potentially similar timeframes.
<b>14/01/2021</b>	Telecon (Transport and Highways, PCC, HCC, HE)	Meeting to discuss issues in common between HCC/PCC/HE for potential Tri-Party SoCG.
<b>20/01/2021</b>	Telecon (Planning, Highways, Estates, Recreation, Legal, Corporate)	Keeping in Touch meeting covering examination update, traffic/transport, Eastney and Milton Allotments, SoCG, FMP.
<b>21/01/2021</b>	Draft SoCG	Updated consolidated SoCG issued to PCC by the Applicant
<b>21/01/2021</b>	Telecon (Highways)	Topic meeting on highways and transport matters.
<b>21/01/2021</b>	Telecon (Planning)	Meeting to discuss update to SoCG for D7.
<b>25/01/2021</b>	Telecon (Planning)	Meeting to discuss update to SoCG for D7
<b>01/02/2021</b>	Telecon (Highways)	Meeting to update on Transport Matters with HCC, PCC and HE
<b>01/02/2021</b>	Telecon (Ground Conditions)	Topic meeting on ground conditions matters following up on SoCG position for D7.
<b>02/02/2021</b>	Telecon (Coastal Partners)	Topic meeting on Coastal Partners matters regarding Coastal Defences

<b>Date</b>	<b>Form of Contact</b>	<b>Summary</b>
<b>04/02/2021</b>	Telecon (Planning, Highways, Estates, Recreation, Legal, Corporate)	Keeping in Touch meeting covering examination update, traffic/transport, Eastney and Milton Allotments, SoCG, FMP.
<b>09/02/2021</b>	Telecon (Coastal Partners)	Topic meeting on Coastal Partners matters regarding Coastal Defences
<b>09/02/2021</b>	Telecon (PCC, LLFA)	Topic meeting on surface water resources and flood risk following up on SoCG position for D7
<b>10/02/2021</b>	Telecon (Planning, PCC)	Meeting to discuss update to SoCG for D8
<b>16/02/21</b>	Telecon (PCC, LLFA)	Topic meeting on ground water matters.
<b>22/02/21</b>	Telecon (Planning, PCC)	Meeting to discuss update to SoCG for D8
<b>23/02/21</b>	Telecon (Planning, Highways, Estates, Recreation, Legal, Corporate)	Keeping in Touch meeting covering examination update, traffic/transport, SoCG, FMP.

# 3. SUMMARY OF TOPICS COVERED IN THE STATEMENT OF COMMON GROUND

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## 3.1 TOPICS COVERED IN THE STATEMENT OF COMMON GROUND

3.1.1.1. The following topics discussed between the Applicant and PCC are covered by this SoCG:

- Planning policy
- Needs for the Proposed Development
- Landscape and visual amenity
- Ecology (including arboriculture)
- Soils and agricultural land use
- Ground conditions
- Groundwater
- Surface water and flood risk
- Heritage and archaeology
- Traffic and transport
- Air quality
- Noise and vibration
- Socio-economics
- Human health
- Waste and material resources
- Cumulative effects
- Draft DCO (including requirements to the draft DCO)
- Optical Regeneration Stations
- Community Fund
- Definition of Associated Development
- Relevance and Position of Other Licences and Consents (France)

3.1.1.2.

Where helpful to assist with an explanation of the position of the Parties these topics have been split into sections to align with the Onshore Cable Corridor within the administrative boundary of PCC:

- Section 4 (south) – London Road/Portsdown Hill Road to Burnham Road
- Section 5 – Farlington
- Section 6 – Zetland Fields and Sainsbury's Car Park
- Section 7 – Farlington junction to Airport Service Road
- Section 8 – Great Salterns Golf Course to Velder Avenue/Moorings Way
- Section 9 – Velder Avenue/Moorings Way to Bransbury Road
- Section 10 – Eastney (Landfall)

## 4. CURRENT POSITION

### 4.1. PLANNING POLICY

Table 4.1 – Planning Policy

Ref.	Description of matter	Current Position	RAG
<b>Planning Policy</b>			
<b>PCC 4.1.1</b>	Role of NPS EN-1	It is agreed that the relevant National Policy Statement for the Proposed Development is the Overarching National Policy Statement for Energy (EN-1) (2011) and represents the primary policy basis for the determination of the application as set out in the Planning Statement (APP-108).	Agreed
<b>PCC 4.1.2</b>	PCC Development Plan	Local planning policies from the relevant authorities can be 'important and relevant' considerations for the Secretary of State ('SoS') in determining the Application. The Development Plan for PCC comprises (as set out at Appendix 4 of the Planning Statement (APP-108)): <ul style="list-style-type: none"> <li>• The Portsmouth Plan (2012);</li> <li>• Portsmouth City Local Plan saved policies (2006); and the</li> <li>• Seafront Masterplan SPD (2013).</li> <li>• Eastney Beach Habitat Restoration and Management Plan SPD (2014).</li> <li>• Parking Standards and Transport Assessments SPD adopted (2014).</li> <li>• Air Quality and Pollution SPD (2006).</li> <li>• Developing Contaminated Land SPG (2004).</li> <li>• Hampshire Minerals and Waste Plan (2013)</li> <li>• Minerals and Waste Safeguarding SPD (2016)</li> </ul>	Agreed

### 4.2. NEED FOR THE PROPOSED DEVELOPMENT

Table 4.2 – Need for the Proposed Development

Ref.	Description of matter	Current Position	RAG
<b>PCC 4.2.1</b>	Need for the development (general)	The overarching need for the Proposed Development as set out in the Needs and Benefits Report (APP-115) and Needs and Benefits Addendum Rev 002 (REP1-136) is a matter for consideration by the SoS as decision maker in considering applications for development consent under the Planning Act 2008. PCC agree that the need for the development is a matter for the decision maker. PCC acknowledge the need to move to a low carbon economy and that, as set out in EN-1, significant need for new major energy infrastructure generally. <p>PCC identify that in accordance with EN-5, paragraph 2.2.2, the connection has to be via the most direct route. The Applicant's position regarding the relevance of EN-5 is set out in the Position Statement on EN-5 [REP1-130]</p>	Agreed

Ref.	Description of matter	Current Position	RAG
4.2.3	Need for the development (the currently proposed route)	<p>Whilst PCC consider, in accordance with EN-5, paragraph 2.2.2, the connection has to be via the most direct route, PCC disagrees that the proposed route is the only viable option.</p> <p>The Applicant's position regarding the relevance of EN-5 is set out in the Position Statement on EN-5 [REP1-130].</p> <p>With regard to the proposed route, the Applicant provided an overview of the process undertaken to identify electricity grid connection points in England and France, site selection for the UK Landfall, the Cable Corridor (Onshore and Marine) and the location for the Converter Station in the ES, Chapter 2 – Consideration of Alternatives (Document Ref APP-117) and the Supplementary Alternatives Chapter, Appendix 3 of ES Addendum (REP1-152). This process included the identification, appraisal and selection of options to refine the Proposed Development. Further information was provided regarding the main reasons for the selection of the chosen options for the Proposed Development, including a comparison of the environmental effects pertinent to that option selection. It also provided the rationale for the design approach for the Proposed Development, and explained the decision making process that had been followed.</p> <p>In response to matters raised by PCC on this issue at OFH1, the Applicant confirmed in REP6-061, Table 1.1 that:</p> <p>4.2.1.1. <i>Each element of the scheme is the product of an extensive optioneering process. As required by the Infrastructure Planning Environmental Impact Assessment (EIA) Regulations 2017, the Environmental Statement (ES) sets out the alternatives considered by the Applicant and the reasons why the Proposed Development was chosen (ES Chapter 2 Consideration of Alternatives (APP-117) and the Supplementary Alternatives Chapter, Appendix 3 of ES Addendum (REP1-152)). Additional detail surrounding the chronology of option selection, including in relation to the elements of the Proposed Development in Portsmouth, is detailed within the Applicant's Transcript of Oral Submissions for Compulsory Acquisition Hearing1 (REP5-034), with specific reference to questions 9.1, 9.2 and 9.3.</i></p> <p>4.2.1.2. <i>The Applicant has thoroughly considered and balanced the relevant considerations in relation to the alternatives studied, guided by the relevant policy requirements, and reached reasonable and logical conclusions. Whilst it is not incumbent on the Applicant to show that the project represents the best option from the alternatives considered, the Applicant is of the view that, when all relevant considerations are fairly balances, it has selected the optimum final option.</i></p> <p>On the basis of the above, the relative positions of PCC and the Applicant on the proposed route for the AQUIND Interconnector are fundamentally different and the selection of the proposed route is not agreed.</p>	Not Agreed.
PCC 4.2.4	Wider benefits	<p>PCC notes the wider economic benefits the project could bring (as identified by the Applicant in the Needs and Benefits Report (APP-115) and Addendum (REP1-136))</p> <p>This matter is agreed but PCC are concerned that there are limited opportunities for direct employment benefits from the scheme and are keen to ensure that opportunities for direct local employment are maximised. This matter is addressed separately below at 4.2.5.</p>	Agreed
PCC 4.2.5	New Employment Opportunities	<p>The Applicant notes PCC's response at D6 (REP6-083) which advised that in order to come to an agreed position on the benefits of new employment opportunities (Section 2.4.4 of the Needs and Benefits Report) PCC would need an undertaking from the Applicant that direct job opportunities would be made available to Portsmouth residents seeking work – which could include an employment and skills plan delivered under S106. Without that undertaking, whilst PCC recognises the indirect employment benefit that the scheme may bring, the lack of direct job opportunities available to PCC residents would be a detractor.</p>	Agreed

Ref.	Description of matter	Current Position	RAG
		<p>In response, the Applicant has prepared a draft Employment and Skills Strategy, in consultation with Siobhan Flynn (the Local Growth Programme Manager - Employment and Skills, at the Solent Local Enterprise Partnership – which covers PCC and HBC) and Jamie Mackay at EnterpriseM3 – the LEP which covers WCC and EHDC), and has submitted this document at D7 (Document Ref: 7.9.35) (REP7-077). A Requirement is included in the draft DCO submitted at Deadline 7 (REP7-013) to secure the submission, approval and compliance with an Employment and Skills Plan in accordance with the Employment and Skills Strategy.</p> <p>On 22/02/21, PCC confirmed that the overall draft Employment and Skills Strategy is acceptable.</p>	

### 4.3. LANDSCAPE AND VISUAL AMENITY

Table 4.3 – Landscape and Visual Amenity

Ref.	Description of matter	Current Position	RAG
<b>Landscape and Visual Amenity</b>			
<b>PCC 4.3.1</b>	Area of study relevant to PCC	It is agreed that the parts of the Landscape and Visual Amenity assessment set out in Chapter 15 of the ES (APP-130) relevant to PCC are Sections 4 (London Road/Portsdown Hill Road to Burnham Road (south)) to Section 10 (Eastney - Landfall) which fall within PCC's administrative boundary.	Agreed
<b>PCC 4.3.2</b>	ES Methodology - Study Area	The 120 m study area on either side of the cable route is agreed (as noted at paragraph 15.1.2.6 of Chapter 15 of the ES APP-130) The scoping out of permanent significant operational effects on landscape and visual receptors within and beyond the 120 m buffer on either side of the Onshore Cable Corridor is also agreed (as per paragraph 15.3.5.1).	Agreed
<b>PCC 4.3.3</b>	ES Methodology - Study Area	It is agreed (as noted at paragraph 15.1.2.7 of Chapter 15 of the ES APP-130) that a 300 m study area around the Landfall is appropriate, with no requirement for a Zone of Theoretical Visibility (ZTV) for the Optical Regeneration Station(s) (ORS).	Agreed
<b>PCC 4.3.4</b>	ES Methodology - Study Area	The locations of the verified views and wirelines for the ORS at Landfall have been agreed (as noted at paragraph 15.4.4.24 of Chapter 15 of the ES APP-130).	Agreed
<b>PCC 4.3.5</b>	ES Baseline	The landscape and visual baseline environment for the relevant sections, as set out at section 15.5.3 of Chapter 15 of the ES APP-130) are agreed.	Agreed
<b>PCC 4.3.6</b>	Predicted impacts (type of predicted impacts)	The impacts considered to have the potential to give rise to temporary significant effects during construction of the Proposed Development in relation to the Onshore Cable Corridor and Landfall are identified at section 15.3.6 of Chapter 15 of the ES (APP-130). PCC confirmed in its Deadline 6 submission that it agrees that the temporary significant effects as set out in Section 15.3.6 of the ES represent an accurate account of predicted impacts, though disagreed with the potential duration of those impacts. However, PCC considered that the duration of impacts had not been considered.	Agreed

Ref.	Description of matter	Current Position	RAG
		<p>For the purpose of this SoCG, the Applicant has therefore 'split' the 'Predicted Impacts' topic in to two, and this row now only deals with the type of predicted impacts. PCC have confirmed that the temporary significant effects as set out in Section 15.3.6 of the ES represent an accurate account of predicted impacts. This matter is agreed between the parties.</p>	
4.3.7	<p>Predicted impacts (Duration of predicted impacts)</p>	<p>As noted in row 4.3.6, above, PCC identified at Deadline 6 that in their view the duration of these predicted impacts had not been considered.</p> <p>The Applicant noted that the duration of impacts had been considered in the ES in respect of each topic where relevant. In terms of the duration of predicted landscape and visual impacts, the ES should be read as a whole, including Appendix 15.3 (APP-401) as referred to in section 15.4 Assessment Methodology. Appendix 15.3 Landscape and Visual Assessment Methodology, paragraph 1.8.1.2 states that the duration in the context of the Proposed Development is as follows:</p> <ul style="list-style-type: none"> <li>• Short term – 0 -3 years (temporary)</li> <li>• Medium term – 3 – 20 years (temporary and permanent)</li> <li>• Long term – 20 to 40 years (permanent)</li> </ul> <p>Table 7 in Appendix 15.3 expands on this and goes on to state that in terms of duration and reversibility a medium (medium-term) magnitude of landscape and visual change can be semi-permanent or partially reversible, whilst small (short-term) can be partially reversible or reversible. Tables 15.10 and 15.11 of the ES also summarise the nature of effects and includes references to duration.</p> <p>On 22/02/21, PCC confirmed that the description of the duration periods as noted in paragraph 1.8.1.2 were agreed. This matter is agreed between the parties.</p>	Agreed
PCC 4.3.8	<p>Mitigation - Outline Landscape and Biodiversity Strategy</p>	<p>The extent of the mitigation relating to the ORS at the Landfall set out in the Outline Landscape and Biodiversity Strategy (REP1-034) submitted with the Application, revised at D6 (REP6-038), and again at D7 (Document Ref 6.1 Rev 005) (REP7-023), are matters which are not agreed.</p> <p>At D6, PCC noted that it was awaiting details of mitigation for Fort Cumberland Car Park, and requested that the Applicant provides a suitable landscape specification which takes account of the specific coastal environment encountered at this location.</p> <p>The Applicant confirmed that the proposed layout of landscape mitigation at Fort Cumberland Car Park is provided in the Outline Landscape and Biodiversity Strategy, Appendix 2, Figure 3 (REP6-038) that was submitted at Deadline 6, (and included in the updated OLBS submitted at D7 (REP7-023). In addition, the planting specification for this location is provided in Appendix 15.7 of the ES, Section 1.2.2. The most recent version of the latter document can be found at REP6-029. The Applicant provided an extract of the planting specification to assist PCC's consideration of this matter, and in particular, that the planting specification will take account of the specific coastal environment at this location (noting that the detail of any planting scheme will be covered by Requirement 7).</p> <p>On 05/02/21, PCC confirmed that this matter was not agreed, because "<i>PCC's view is that this development would urbanise an existing open space whose character is open and undeveloped.</i>"</p> <p>The Applicant notes PCC's position on this matter, but maintains that the proposed mitigation is effective, appropriate and satisfactory.</p>	Not Agreed

Ref.	Description of matter	Current Position	RAG
PCC 4.3.9	Mitigation - Onshore Outline CEMP – General Environmental Control Measures	The general measures set out in the Onshore Outline CEMP (REP5-019) section 5.2 (Landscape and Visual Amenity), revised at Deadline 6 (REP6-036) are agreed.	Agreed
PCC 4.3.10	Mitigation - Onshore Outline CEMP – Location Specific Construction Environmental Control Measures	<p>The following measures set out in the Onshore Outline CEMP (REP5-019):</p> <ul style="list-style-type: none"> <li>• Section 6.2.3 (Landscape and Visual Amenity);</li> <li>• Section 6.5.1 (Section 4 - Hambledon Road to Farlington Avenue - Arboriculture and Landscape);</li> <li>• Section 6.6.1 (Section 5 - Farlington - Arboriculture and Landscape);</li> <li>• Section 6.7.1 (Section 6 - Zetland Field and Sainsbury's Car Park - Arboriculture and Landscape);</li> <li>• Section 6.8.1 (Section 7 - Farlington Junction to Airport Service Road - Arboriculture and Landscape);</li> <li>• Section 6.9.1 (Section 8 - Eastern Road (adjacent to Great Salterns Golf Course) To Moorings Way - Arboriculture and Landscape);</li> <li>• Section 6.10.1 (Section 9 - Mooring Way to Bransbury Road - Arboriculture and Landscape); and</li> <li>• Section 6.11.1 (Section 10 - Eastney (Landfall) - Arboriculture and Landscape);</li> </ul> <p>are agreed between the Parties.</p> <p>At D6 (REP6-083) PCC noted that this matter is ongoing, and requested that rather than stating 'where practicable, design should avoid positioning cables in conflict with RPA's', this should be 'unless no alternatives exist, cables must not be positioned in conflict with RPA's' or similar.</p> <p>The Applicant notes that the OOCEMP (REP6-036) was revised at D6, including references to methodology around highway trees and the CAVAT payment scheme. The OOCEMP was further updated at D7 (REP7-032).</p> <p>The Applicant has subsequently updated the Arboricultural Method Statement for D7 (Document Ref 7.7.21 Rev 001) (REP7-066), which responds to the issue relating to protection/retention of trees. In particular, Section 1.3.2 provides details of the proposed hierarchy for mitigation consideration of tree loss.</p> <p>On 22/02/21, PCC confirmed the following location specific CEMP matters in the OOCEMP were agreed:</p> <ul style="list-style-type: none"> <li>• Section 6.5.1 (Section 4 - Hambledon Road to Farlington Avenue - Arboriculture and Landscape);</li> <li>• Section 6.6.1 (Section 5 - Farlington - Arboriculture and Landscape);</li> <li>• Section 6.7.1 (Section 6 - Zetland Field and Sainsbury's Car Park - Arboriculture and Landscape);</li> <li>• Section 6.8.1 (Section 7 - Farlington Junction to Airport Service Road - Arboriculture and Landscape);</li> </ul>	Agreed

Ref.	Description of matter	Current Position	RAG
		<p>With regard to Section 6.9.1 (Section 8 - Eastern Road (adjacent to Great Salterns Golf Course) To Moorings Way - Arboriculture and Landscape), PCC confirmed that:</p> <p><i>“Detailed design measures shall be undertaken to minimise the impact on mature Category B trees, TPO tree T59, all trees within Milton Common and the eastern edge of Portsmouth College/Eastern Road. Through design and construction, measures shall be taken to avoid positioning cables in conflict with RPA’s of existing trees and follow BS 5837 as a minimum overseen by a suitably qualified clerk of works. Trees shall be replaced with like for like species of a similar size and trees repositioned at least 5 m away from the Onshore Cable Route within the Order Limits. Where the siting of new trees cannot be accommodated within the Order Limits, replanting in the locality is required”</i></p> <p>With regard to Section 6.10.1 (Section 9 - Mooring Way to Bransbury Road - Arboriculture and Landscape), PCC confirmed that:</p> <p><i>“In general, all features shall be avoided. Detailed design measures shall be undertaken to avoid positioning cables in conflict with RPAs of existing trees. Where significant incursion is unavoidable, trees shall be replaced with like for like species of a similar size subject to agreement with PCC and planted 5 m beyond the Onshore Cable Route within the Order Limits. Where the siting of new trees cannot be accommodated within the Order Limits, replanting in the locality is required. Opportunities shall also be explored to remove trees in poor condition and, where appropriate, replace with other ornamental species in agreement with PCC.”</i></p> <p>With regard to Section 6.11.1 (Section 10 - Eastney (Landfall) - Arboriculture and Landscape), PCC confirmed that:</p> <p><i>“Impacts on all trees including trees subject to TPO shall be avoided. Measures shall be taken to avoid positioning cables in conflict with RPA’s of existing trees and follow BS 5837 as a minimum overseen by a suitably qualified clerk of works. Where significant incursion is unavoidable, trees shall be replaced with like for like of a similar size species subject to agreement with PCC and planted at least 5 m beyond the Onshore Cable Route within the Order Limits. Where the siting of new trees cannot be accommodated, replanting in the locality is required. The northern (east bound) side of Henderson Road and Fort Cumberland Road would be a preferred choice to avoid impact on existing street trees in this section.”</i></p> <p>With regard to the CAVAT scheme, PCC advised that <i>“CAVAT allows a fiscal value to be attached to a tree it does not take into account the ecosystem services trees provide which would be an additional cost if manually or mechanically undertaken. Use of the I-tree model can calculate values for ecosystem services.”</i></p> <p>PCC confirmed that the Arboricultural Method Statement (AMS) (Document Ref 7.7.21 Rev 001) (REP7-066) was accepted in respect of CAVAT.</p> <p>PCC also confirmed that the updated OOCEMP and Arboricultural Method Statement for D7 were agreed in principle as generic documents, until specific detail is provided for consideration.</p>	

Ref.	Description of matter	Current Position	RAG
		<p>In response, on 25/02/21 the Applicant confirmed to PCC that the OOCEMP Section 6.2.2 had been updated to address comments made by PCC in respect of trees. Section 6.2.2 outlines the general design principles which are to be applied across the scheme when working near trees. This section therefore applies in all instances where construction work will take place on land owned by PCC Highways or any other PCC department.</p> <p>The general design principles include the following requirements:</p> <ul style="list-style-type: none"> <li>• No tree or hedge will be removed without the consent of PCC;</li> <li>• No construction work will occur within the root protection area of any tree or hedge identified for retention without the provision of an Arboricultural Method Statement (AMS). The AMS must be agreed with PCC prior to implementation.</li> </ul> <p>The Applicant considers that the implementation of these two design principles are sufficient to allay any concerns regarding the loss or damage of trees or hedges. These principles apply to all trees and hedges regardless of quality or statutory status.</p> <p>In addition, the Applicant has amended the OOCEMP to reflect that the CAVAT scheme will relate to affected trees within the DCO Land and which are in the ownership of the Council. This scheme is included in the Unilateral Undertaking in respect of Development Consent Obligations pursuant to s106 of the Town and Country Planning Act 1990 for Portsmouth City Council.</p> <p>The Applicant has provided the response above to PCC, and hopes that PCC will agree that the OOCEMP now confirms the location specific construction environmental control measures – mitigation which are appropriate for the scheme.</p> <p>On 01/03/21 PCC confirmed that this matter was agreed.</p>	
<b>PCC 4.3.11</b>	Mitigation - Onshore Outline CEMP – Onshore Monitoring Plan	<p>The measures set out in the Onshore Outline CEMP (REP5-019) section 7.1 (Onshore Monitoring Plan - Landscape and Visual Amenity - Management of Vegetation), as updated in the revised version submitted at D6 (REP6-036), and again at D7 (REP-032), are yet to be agreed.</p> <p>The Applicant welcomes a response from PCC on this matter, but notes that if no comments are received, then the Applicant intends to remove this item from the SoCG at D8.</p> <p>On 01/03/21 PCC confirmed that this matter was agreed.</p>	Agreed
<b>PCC 4.3.12</b>	Residual effects	<p>Subject to further discussion in relation to predicted impacts and mitigation measures, the Applicant seeks PCC's agreement of the assessment of residual effects set out at Tables 15.10 and 15.11 of Chapter 15 of the ES (APP-130).</p> <p>PCC did not provide comments on this matter at D6 and PCC await further details regarding the reinstatement of playing pitches.</p> <p>The Applicant is awaiting the outcome of specialist surveys being undertaken 20/21 January 2021 to inform an update of the Framework Management Plan for Recreational Impacts and will provide this to PCC and the ExA as soon as it is available during the week commencing 8<sup>th</sup> February 2021, albeit it is not anticipated the findings of that survey will in any way change the residual effects identified taking into account the methodology employed to determine those.</p> <p>The Applicant welcomes PCC's consideration and review of the updated FMP to inform any further discussions by both Parties, and to confirm a position in advance of D8. The Applicant separately welcomes PCC's agreement of the assessment of residual effects set out at Tables 15.10 and 15.11 of Chapter 15 of the ES (APP-130).</p>	Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
		<p>On 22/02/21, PCC confirmed that this matter is still ongoing as the FMPRI is still being reviewed, and PCC's responses on this matter will be submitted at DL8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the FMPRI.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. This matter is unresolved at DL8. The Applicant intends to respond to any comments raised by PCC at DL9.</p>	
<b>PCC 4.3.13</b>	Requirement – detailed landscaping scheme	<p>The draft DCO (REP1-021) requirements (7 and 8) relating to the need for a detailed landscaping scheme, comprising hard and soft landscaping, and a scheme of implementation and maintenance (LPA approval), as amended in (REP-015), and updated in (REP7-013) are yet to be agreed. The Applicant confirms that Requirement 8 now includes reference to seeding of areas.</p> <p>At D6, PCC advised that as the draft DCO is being worked on separately, it would be inappropriate to agree, or otherwise, at this stage.</p> <p>The Applicant notes that ongoing discussions regarding the dDCO and Requirements may allow progress on this matter. The draft DCO was discussed further at ISH4 on 17/02/21.</p> <p>On 22/02/21, PCC confirmed that they were broadly in agreement on this matter, but were awaiting confirmation from PCC's Legal Team.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. This matter remains unresolved at DL8.</p>	Unresolved at DL8

#### 4.4. ECOLOGY (INCLUDING ARBORICULTURE)

**Table 4.4 – Ecology (including Arboriculture)**

Ref.	Description of matter	Current Position	RAG
<b>Ecology (including Arboriculture)</b>			
<b>PCC 4.4.1</b>	Area of study relevant to PCC	It is agreed that the parts of the Onshore Ecology assessment set out in Chapter 16 of the ES (APP-131) relevant to PCC are Sections 4 (London Road/Portsdown Hill Road to Burnham Road (south)) to Section 10 (Eastney - Landfall) which fall within PCC's administrative boundary.	Agreed
<b>PCC 4.4.2</b>	ES Methodology – Study Area	The study areas for the Preliminary Ecological Appraisal ("PEA") for ecological features (as noted in section 16.1.2 of Chapter 16 of the ES APP-131) are agreed as appropriate (as identified in an email from PCC dated 10/12/2020).	Agreed

<p><b>PCC</b> <b>4.4.3</b></p>	<p>ES Baseline</p>	<p>The ecological baseline as set out at section 16.5 of Chapter 16 of the ES APP-131. The Applicant requested PCC's review and agreement of this baseline for the relevant sections, and these matters are now agreed between the parties.</p> <p>As identified at D6 in (REP6-083), PCC was unable to agree the baseline as the following areas remained of concern:</p> <ul style="list-style-type: none"> <li><i>The bat surveys undertaken were restricted to the Converter Station Area. No bat surveys were undertaken within PCC no written justification for this is within the application. PCC therefore request that suitable bat surveys of Milton Common are undertaken to inform the mitigation proposals. Such surveys will help gain an understanding of how effects on this species group can be adequately avoided, mitigated or compensated within PCC. At this stage PCC are of the view that there is insufficient information to assess the project, with respect to bats, in the context of the intrinsic value of Milton Common and the potential impacts.</i></li> <li><i>PCC disagree with the baseline assessment that the breeding bird community as important at the Local scale. PCC would place it at County importance, at least, given that black redstart is breeding adjacent to the site.</i></li> <li><i>PCC are concerned that the status of reptiles outside the converter station area has not been sufficiently investigated via appropriate survey of suitable habitat. Instead, there is an assumption of presence in low numbers. This assumption is not in line with good practice and, particularly given the scale of this scheme, PCC would expect to see a survey of suitable habitat. The additional justification on this point to be submitted following PCC ecology meeting on 01/12/20 has not been provided by the Applicant's ecologist. We do not currently consider that the limited reptile survey conducted to be an accurate representation of the site's reptile population. Milton Common received a translocated population of reptiles in recent years, however this site and all other parts of the site within PCC's area was excluded from the reptile surveys. The ES is based on an assumption that reptiles are present in low numbers, however, this assessment is likely to be inaccurate and unsuitable for some areas within PCC's jurisdiction. We therefore request that all areas of suitable habitat within PCC are surveyed for reptiles in line with current guidance.</i></li> </ul> <p>In response, the Applicant noted the following:</p> <ul style="list-style-type: none"> <li>The Proposed Development will follow a route either around the edge of Milton Common or along a footpath through it. This narrow corridor will lead to a small amount of temporary habitat loss in areas subject to heavy disturbance by footfall. Habitats will be restored following the completion of works. Outside of Milton Common the Onshore Cable Route will principally follow highways such that any impacts on habitats and species are negligible.</li> <li>The ecological survey programme was developed through analysis of the Onshore Cable route and its interaction with key habitats. The survey design was published for consultation within the Preliminary Environmental Information Report (PEIR) in late 2018. Given the limited and short term nature of works at Milton Common, and the background level of disturbance, surveys for commuting and foraging bats were not undertaken unlike areas where considerable habitat loss and management would occur (i.e. at the converter station at Lovedean). To characterise the assessment presented in Chapter 16 of the Environmental Statement it is considered sufficient and appropriate to utilise up to date habitat survey data and ecological records (from HBIC).</li> <li>The majority of the Proposed Development will be constructed along roads and through urban areas unsuitable for reptiles. Outside the converter station area where reptile surveys were focussed, the Order Limits cross only limited amounts of suitable habitat for reptiles where following roads is not possible (e.g. at Milton Common). Given the limited and short term nature of works, and the background level of disturbance in such areas, surveys for reptiles were not undertaken. Habitat survey data and up to date ecological records (from HBIC) were used within the assessment presented in Chapter 16 of the Environmental Statement and are sufficient to characterise impacts of the Proposed Development on reptiles outside of the Converter Station Area.</li> </ul>	<p>Agreed</p>
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Ref.	Description of matter	Current Position	RAG
		<ul style="list-style-type: none"> <li>Bats and reptiles have not been presumed absent from Milton Common and other areas of suitable habitat, and mitigation for both features is provided within ES Chapter 16 Onshore Ecology (APP-131).</li> <li>It is further noted that in 4.4.9 below PCC agree that residual effects identified in Chapter 16 on ecological features, including bats and reptiles, are unlikely to change following provision of further information; therefore, additional survey data would not alter the findings or conclusions presented.</li> <li>The Applicant has identified areas where land take will occur within the Proposed Development that have potential to support common reptiles. This is limited to the Lovedean Converter Station where full surveys for reptiles were undertaken in 2019. Other sections of the Proposed Development were not subject to surveys as standard mitigation by habitat manipulation is sufficient to ensure legal compliance. These areas, including Milton Common, involve temporary land take of a limited working width. The precautionary measures are detailed in the 'Precautionary Measures of Work for Reptiles' in the Outline Onshore Construction Environmental Management Plan (REP5-019). The measures proposed do not distinguish between population size class definitions and are considered to apply in all scenarios. In addition, any survey work would not alter the conclusion on residual effects with regards to reptiles. This approach is proportionate given the highly localised and temporary nature of the work and is in line with similar developments such as the Southampton to London Pipeline Project.</li> <li>With respect to black redstart, surveys identified this species within the derelict Fraser Range site. This is outside the Order Limits, with the closest black redstart sighting being &lt;300m from the Eastney Landfall site and therefore does not breed in habitat that coincides with the Proposed Development. The evaluation of the breeding bird community is therefore appropriate and reflects those bird species that use habitats within and immediately adjacent to the Order Limits, which as demonstrated by breeding bird survey data (APP-420) is not the case for black redstart. The Applicant welcomes PCC's agreement that this matter is agreed.</li> <li>The water body within Great Salterns Lake SINC was included within the great crested newt Habitat Suitability Index (HSI) study, listed as Pond X (APP-417). It was found to have a very low HSI score of 0.27 and scoped out of the study as unsuitable to support great crested newts. Evidence shows Great Salterns Lake to be saline, precluding its use by this species. The SINC's designation definition information held by Hampshire Biodiversity Information Centre (HBIC) indicates it supports salt marsh habitat that would not be present if it comprised fresh water.</li> <li>The Applicant notes that PCC requested further HSI study data in its response at D6 (REP6-083). The Applicant provided additional HSI study data, as requested, to PCC on 27/01/21 to assist the progression of this matter.</li> </ul> <p>On 25/01/21, PCC confirmed that, following discussions with the Applicant, its previous comment made at D6 in (REP6-083) regarding the black redstart is withdrawn.</p> <p>On 10/02/21 PCC confirmed this matter was now agreed. The Applicant welcomes PCC's agreement on this matter.</p>	

Ref.	Description of matter	Current Position	RAG
PCC 4.4.4	Predicted impacts	<p>The impacts are identified with regards to ecological/environmental designations and species in relation to the Onshore Cable Corridor and Landfall are identified (including mitigation) at sections 16.5.1.47 to 60, 16.6.2 and 16.6.3 of Chapter 16 of the ES (APP-131, and associated Appendix 16.3 (APP-411)), and are agreed with PCC.</p> <p>PCC had raised concerns on the lack of clarity on the final cable route, and a resultant potential for significant effects on bird disturbance to the Solent SPAs (notably Langstone and Chichester Harbour SPA) and the functionally linked land.</p> <p>The Applicant provided the additional HSI study data, as requested, to PCC on 27/01/21 to assist the progression of this matter and noted that the impacts of the Proposed Development in respect of the whole Onshore Cable Corridor have been appropriately and robustly assessed, and therefore the worst case impacts of the installation of the Onshore Cables within the Onshore Cable Corridor have been assessed and reported. The Applicant did not agree that there was a lack of clarity with regard to the impacts within the Onshore Cable Corridor, and noted that appropriate mitigation is to be secured where necessary.</p> <p>On 10/02/21 PCC confirmed this matter was now agreed. The Applicant welcomes PCC's agreement on this matter.</p>	Agreed
PCC 4.4.5	Mitigation - embedded	<p>The embedded mitigation measures are set out in paragraphs 16.6.2.1 of Chapter 16 of the ES (APP-131) and are agreed with PCC.</p> <p>At Deadline 6, PCC noted (REP6-083) that they had expressed concerns that vegetation clearance works being timed to avoid the breeding bird season and how this will sit alongside completing certain works in the wintering season. If both restrictions were applied to the same element of works, that would only leave September for these elements. PCC therefore requested the submission of a programme of ecological works.</p> <p>In response, the Applicant noted the following:</p> <ul style="list-style-type: none"> <li>• Winter seasonal restrictions have been put in place mainly to prevent effects on wintering bird populations and relate to Chichester and Langstone Harbour SPA and its associated Solent Wader and Brent Goose Strategy sites. These areas are either in the harbour itself or are open amenity habitats (e.g. grass sports fields) that do not present a risk in relation to nesting birds during the breeding season.</li> <li>• A further restriction occurs at Denmead Meadows (outside of PCC's jurisdiction) where works will be undertaken outside the winter wet season, being undertaken between August and November. Removal of small areas of suitable nesting habitat would be required, occurring at the end of the bird breeding season. As stipulated in Embedded Mitigation measures within Chapter 16 Onshore Ecology of the ES (APP-131) , if clearance at this location overlaps with the bird breeding season it will not be removed unless surveyed and approved by a qualified ecologist.</li> <li>• It is intended to clear all other vegetation that could support nesting birds outside the bird breeding season, considered to be between March and August. But it is recognised that this may not be possible in all cases, and if clearance is required due to exceptional circumstances during the breeding season it will only be removed after survey and approval by a qualified ecologist to make sure no active nests are present.</li> </ul> <p>On 10/02/21 PCC confirmed this matter was now agreed. The Applicant welcomes PCC's agreement on this matter.</p>	Agreed

Ref.	Description of matter	Current Position	RAG
<b>PCC</b> <b>4.4.6</b>	Mitigation - Onshore Outline CEMP – General Environmental Control Measures	<p>The measures set out in section 6.2.1 (Onshore Ecology) of the Onshore Outline CEMP (REP5-019), referring to construction noise effects on Wintering Birds, and section 5.3 (Onshore Ecology), including precautionary methods of works and arboriculture, are agreed with PCC.</p> <p>At D6, PCC advised (REP6-083) that while section 5.3 of the CEMP is broadly acceptable, PCC hoped to be in a better position to agree with the precautionary measures for reptiles and breeding birds when requested information in 4.4.3 and 4.4.5 above had been provided.</p> <p>The Applicant provided responses to 4.4.3 and 4.4.5 above, and provided additional HSI study data to PCC.</p> <p>On 10/02/21 PCC confirmed this matter was now agreed. The Applicant welcomes PCC's agreement on this matter.</p>	Agreed

Ref.	Description of matter	Current Position	RAG
<b>PCC 4.4.7</b>	Mitigation - Onshore Outline CEMP – Location Specific Construction Environmental Control Measures	<p>The following sections of the Onshore Outline CEMP (REP5-019) are agreed with PCC:</p> <ul style="list-style-type: none"> <li>• Section 6.2.1 (Onshore Ecology);               <ul style="list-style-type: none"> <li>◦ Winter Restriction of Works Adjacent to Chichester and Langstone Harbour SPA;</li> <li>◦ Bats and Lighting (Farlington Playing Fields);</li> <li>◦ Soil Horizon Preservation (Milton Common SINC, unimproved and semi-improved grassland); and</li> <li>◦ Ground Protection (Milton Common SINC, unimproved and semi-improved grassland);</li> </ul> </li> <li>• Section 6.2.2 (Arboriculture) section 6.5.1 (Section 4 Hambledon Road to Farlington Avenue - Arboriculture and Landscape);</li> <li>• Section 6.6.1 (Section 5 Farlington - Arboriculture and Landscape);</li> <li>• Section 6.7.1 (Section 6 Zetland Field and Sainsbury’s Car Park - Arboriculture and Landscape);</li> <li>• Section 6.8.1 (Section 7 Farlington Junction to Airport Service Road - Arboriculture and Landscape);</li> <li>• Section 6.9.1 (Section 8 Eastern Road (adjacent to Great Salterns Golf Course) To Moorings Way - Arboriculture and Landscape);</li> <li>• Section 6.10.1 (Section 9 Moorings Way to Bransbury Road - Arboriculture and Landscape);</li> <li>• Section 6.11.1 (Section 10 Eastney (Landfall) - Arboriculture and Landscape);</li> </ul> <p>The Applicant notes that the Onshore Outline CEMP was updated at D7 (Document Ref. 6.9 Rev 006) (REP7-032), and the Outline Landscape and Biodiversity Strategy was also updated at D7 (Document Ref 6.10 Rev 005) (REP7-023).</p> <p>At D6, PCC noted that the Applicant has provided further detail in the CEMP relating to the restoration of SWBGS sites, which is welcomed. PCC also noted that the requested additional detail on the role of the Ecological Clerk of Works has not been provided.</p> <p>In response, the Applicant confirmed that the Ecological Clerk of Works will be responsible for monitoring implementation and compliance with mitigation measures included in the Biodiversity Management Plan (Requirement 9), as informed by the Environmental Statement, OOCEMP and OLBS.</p> <p>PCC have previously sought further clarification on lighting across the remaining areas of the scheme, if this is indeed required, and how lighting will be minimised where possible in line with the guidance and have yet to see this information.</p> <p>In response, the Applicant noted, with respect to lighting and potential impacts on ecological features, construction work will be restricted to daylight hours between dawn and dusk within areas without public street lighting (e.g. Converter Station Area) during the bat active season (April to October) to avoid disturbance effects of lighting on bats.</p> <p>The exception is works at HDD-4, located at Farlington Playing Fields, which will operate 24/7 during the bat active season. Additional measures will be put in place here to avoid disturbance effects on bats. Lighting of construction work will be designed with reference to recommendations issued by The Bat Conservation Trust (2014) and Institute of Lighting Engineers (2009), and be cowled/hooded to avoid extraneous light spill, and focussed onto works areas only to maintain dark corridors on the edge of the playing fields and avoid disturbance of commuting and foraging bats. Farlington Playing Fields is unlit and construction lighting could result in disturbance of bat commuting routes and foraging areas located around the site’s edge where scrub and woodland are located. These habitats are used by bats to navigate and find food; open areas are avoided as no physical features are present to reflect echolocation calls. Thus, to avoid effects on bats trenching areas and compounds for HDD work will be set back from the edge of the playing field by at least 10 m to maintain habitats there and preserve bat flight lines.</p> <p>On 10/02/21 PCC confirmed this matter was now agreed. The Applicant welcomes PCC’s agreement on this matter.</p>	<b>Agreed</b>

Ref.	Description of matter	Current Position	RAG
PCC 4.4.8	Mitigation - Onshore Monitoring Plan	<p>The agreement of the Onshore Outline CEMP (REP5-019):</p> <ul style="list-style-type: none"> <li>• Section 7.1 (Onshore Monitoring Plan - Arboriculture - Protection of trees);</li> <li>• Section 7.1 (Onshore Monitoring Plan - Onshore Ecology - Seed harvesting and reseeded at Denmead Meadows, Kings Pond Meadow SINC and Unimproved Neutral Grassland); and</li> <li>• Section 7.1 (Onshore Monitoring Plan - Onshore Ecology - Construction impacts to the environment)</li> </ul> <p>At D6, PCC advised that they would consider residual effects unlikely to change following provision of the further information requested as above. On this basis, PCC are broadly in agreement with residual effects. Ecological monitoring requirements for this scheme are limited in the PCC area.</p>	Agreed
PCC 4.4.9	Residual effects	<p>Subject to further discussion in relation to predicted impacts and mitigation measures, The Applicant seeks PCC's agreement of the assessment of residual effects set out in section 16.9 and table 16.9 of Chapter 16 of the ES (APP-131).</p> <p>At D6, PCC advised that they would consider residual effects unlikely to change following provision of the further information requested as above. On this basis, PCC is broadly in agreement with residual effects.</p>	Agreed

<p><b>PCC</b> <b>4.4.10</b></p>	<p>Requirement - Biodiversity Management Strategy/Plan</p>	<p>Draft DCO (REP1-021) Requirement 9 relating to the need for a Biodiversity Management Strategy/Plan with mitigation and enhancement measures (LPA approval) is yet to be agreed.</p> <p>PCC note that while the Outline Landscape and Biodiversity Strategy outlines management prescriptions for a 5-year aftercare period, the Council would expect the management plan to cover the lifetime of the operational phase of the development.</p> <p>In response, the Applicant notes that the updated OLBS submitted at D7 (Document Ref 6.10 Rev 005) (REP7-023) covers these matters. In particular, paragraphs 1.8.2.1 to 1.8.2.4 state:</p> <p><i>The management of existing and proposed landscapes/habitats at the Converter Station Area and in connection with the ORS shall be subject to a detailed landscaping scheme. This shall encompass the management, maintenance and monitoring plans to ensure the full and successful establishment and ongoing monitoring of existing, new and replacement planting throughout the operational lifetime of the Proposed Development.</i></p> <p><i>The detailed landscaping scheme shall prescribe maintenance regimes. New planting shall be subject to a five-year period within which reinstatement is required to secure successful establishment, commencing on completion of landscaping works associated with each phase.</i></p> <p><i>The plan shall consider the management of the identified features in further detail, considering the objectives and functions and align with the Onshore Outline CEMP (APP-505).</i></p> <p>The Applicant notes that para 1.7.1.3 states:</p> <p><i>The proposed management prescriptions for existing, new and replacement planting associated with Section 1 Converter Station Area will take place throughout the operational lifetime of the Proposed Development. The undertaker will be responsible for the maintenance of landscaping to be provided in connection with the ORS buildings at the Landfall, as confirmed at Requirement 8 to the dDCO.</i></p> <p>In addition, the Applicant's Responses to Deadline 4 Submissions (REP6-067) states at paragraph 80:</p> <p><i>As referred to in The Applicant's Comments on Responses to Examining Authority's First Written Questions MG1.1.22 (REP2-008) the revised Outline Landscape and Biodiversity Strategy (OLBS) (REP-034) makes it clear that the Applicant will be responsible for the ongoing management and maintenance of the planting around the ORS during the lifetime of the Proposed Development. As stated in paragraph 1.8.2.1, "The management of existing and proposed landscapes/habitats at the Converter Station Area and in connection with the ORS shall be subject to a detailed landscaping scheme. This shall encompass the management, maintenance and monitoring plans to ensure the full and successful establishment and ongoing monitoring of existing, new and replacement planting throughout the operational lifetime of the Proposed Development."</i></p> <p><i>Requirement 8 of the dDCO (REP5-008) states under 8(3) that "All landscaping provided in connection with Works No.2 and the optical regeneration stations within Works No.5 must be retained, managed and maintained during the operational period."</i></p> <p>The Applicant welcomes PCC's review and response to the information provided above regarding the maintenance period set out in the OLBS and Requirement 8, and requests a response to inform any further discussions by both parties, and to confirm a position in advance of D8.</p>	<p>Unresolved at DL8</p>
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Ref.	Description of matter	Current Position	RAG
		<p>On 22/02/21, PCC advised that confirmation was awaited from their Property Team to ensure that relevant matters were captured in the Land Agreement. PCC noted that the parties do not agree on the approach to securing management or maintenance. Either in Land Agreement, s106 or within connection rights.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	

Ref.	Description of matter	Current Position	RAG
PCC 4.4.11	Arboriculture	<p>The details set out in sections 1.3.1 -1.3.3.1 of the submitted Arboriculture Report (APP-411) are agreed.</p> <p>It is acknowledged that PCC does not protect trees under its own control (within PCC land). A summary of effects for onshore ecology is included at Table 16.9 of ES Chapter 16 Onshore Ecology (APP-131) and includes for the loss of Category A trees. The loss of Category B trees and dense and scattered scrub is scoped out of the assessment as per Table 16.1. These effects are yet to be agreed.</p> <p>On 22/02/21, PCC confirmed that sections 1.3.1 - 1.3.3.1 are agreed as a statement of fact in respect of the conduct of the consultation. However, PCC advised that all trees are to be considered in 'scope' irrespective of category. The cumulative benefits of lower quality trees must be taken into account in terms of amenity value, ecosystem services and ecology.</p> <p>In response, the Applicant noted that the ES Ecology Chapter, Table 16.1, confirms that category B trees and scrub have been scoped out from ecological assessment in the ES on the basis that their loss would not give rise to likely significant ecological effects. However, from an arboricultural perspective the Applicant confirms that 'Environmental Statement – Volume 3 – Appendix 16.3 Arboriculture Report' does acknowledge the presence of all trees irrespective of category. It further provides guidance on the constraints associated with all trees and the measures needs to mitigate adverse effects. Appendix 16.3 therefore addresses the potential impacts associated with all trees including those specifically associated with amenity.</p> <p>The Applicant notes that Section 6.2.2 of the OOCEMP outlines the general design principles which are to be applied across the scheme when working near trees. This section therefore applies is all instances where construction work will take place on land owned by PCC Highways or any other PCC department. The general design principles include the following requirements:</p> <ul style="list-style-type: none"> <li>• No tree or hedge will be removed without the consent of PCC;</li> <li>• No construction work will occur within the root protection area of any tree or hedge identified for retention without the provision of an Arboricultural Method Statement (AMS). The AMS must be agreed with PCC prior to implementation.</li> </ul> <p>The requirement for approval by the Local Authority prior to the removal of any tree or hedge, or the commencement of any work which may cause damage, provides opportunity for further specific consultation should this be desirable. It also ensures that the value of each tree or hedge can be fully accounted for irrespective of whether it is subject to statutory protection.</p> <p>The Applicant considers that the implementation of these two design principles are sufficient to allay any concerns regarding the loss or damage of trees or hedges. These principles apply to all trees and hedges regardless of quality or statutory status.</p> <p>In addition, the Applicant has amended the OOCEMP to reflect that the CAVAT scheme will relate to affected trees within the DCO Land and which are in the ownership of the Council. This scheme is included in the Unilateral Undertaking in respect of Development Consent Obligations pursuant to s106 of the Town and Country Planning Act 1990 for Portsmouth City Council.</p> <p>The Applicant has provided the response above to PCC, and hopes that PCC will agree that the OOCEMP now confirms that there are suitable controls in place in relation to trees and hedges, which are appropriate for the scheme and that this matter is now agreed.</p> <p>On 01/03/21, PCC confirmed this matter was agreed.</p>	Agreed

<p><b>PCC</b> <b>4.4.12</b></p>	<p>Mitigation</p>	<p>PCC has advised that the loss of any trees must be avoided and subsequently the details set out in sections 1.7.5 to 1.7.11 in the submitted Arboriculture Report (APP-411), identifying the baseline arboricultural conditions, potential impacts and specific mitigation, are agreed between the parties.</p> <p>The Onshore Outline CEMP (REP5-019) states that:</p> <p><i>Where practicable, any mature trees and hedgerows which are within the site boundary will be retained. Highway trees will only be removed as a last resort, where retention in the presence of the scheme would be contrary to sound arboricultural practice as confirmed in writing by the relevant local planning authority Arboriculture professional and with agreement on compensation / mitigation (dependant on LPA position) values for each highway tree prior to its removal. There will be no third-party tree planting within the highway without express permission from the Highway Authority. Where agreed, the Local Highway Authority will undertake any highway tree mitigation planting required, to be funded from the highway tree compensation monies;</i></p> <p><i>There will be no third-party tree planting within the highway without express permission from the Highway Authority. Where requested, tree mitigation planting will be undertaken by the Highway Authority through CAVAT funding.</i></p> <p>On 22/02/21, PCC confirmed that although CAVAT allows a fiscal value to be attached to a tree, it does not take into account the ecosystem services trees provide which would be an additional cost if manually or mechanically undertaken. Use of the Itree model can calculate additional values for ecosystem services. Whilst the alternative Itree model approach is preferred, as HCC had agreed to CAVAT scheme, PCC would agree with the use of the CAVAT scheme too.</p> <p>In response, the Applicant noted that Sections 1.7.5 to 1.7.11 of Arboricultural Report (APP-411) must be read in conjunction with Section 6.2.2 of the OOCEMP. The OOCEMP has been updated to provide greater clarity on the process which is to be adopted in instances where trees may need to be removed. The updated version of the OOCEMP (submitted at DL8) now clearly states the following:</p> <ul style="list-style-type: none"> <li>• <i>The constraints associated with trees and hedges shall be considered during all stages of design and construction. Design and construction work shall seek to avoid adverse arboricultural impacts.</i></li> <li>• <i>No tree or hedge on land owned by a Local Authority (HCC Highways, PCC Highways or the relevant PCC Department in respect of non-highway trees) shall be removed unless it can be clearly demonstrated that:</i></li> <li>• <i>The application of protection measures described within British Standard BS 5837:2012 does not provide sufficient mitigation for sustainable retention; or,</i></li> <li>• <i>The costs associated with sustainable retention exceed its agreed CAVAT value.</i></li> <li>• <i>Local Authority owned trees and hedges shall only be removed with prior written approval of the relevant Local Authority department.</i></li> <li>• <i>It is agreed in principle that CAVAT payments will be made to mitigate the impacts of the loss of trees in Local Authority ownership. In instances where hedgerows within Local Authority ownership are to be removed, in whole or in part, then financial compensation will be agreed on a case by case basis. Payment will be made in lieu of any obligation to replant or otherwise replace.</i></li> <li>• <i>The Local Authority will retain responsibility for any mitigatory planting deemed to be required. The Local Authority will undertake mitigatory planting using the compensatory monies provided through CAVAT or, in the case of hedgerows, as otherwise agreed.</i></li> <li>• <i>Third-party mitigation planting will not be undertaken within the boundary of any highway owned by HCC or PCC nor will it take place on any other land owned by the Local Authority. In instances where third-party trees are to be removed then suitable opportunities for mitigatory planting will be agreed as necessary with landowners. Planting sites will be determined once the scope of third-party tree removal has been confirmed.</i></li> <li>• <i>In instances where trees or hedges may be at risk during construction then the following mitigation hierarchy will be applied:</i></li> </ul>	<p>Agreed</p>
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Ref.	Description of matter	Current Position	RAG
		<ul style="list-style-type: none"> <li>• <i>Unless a tree is dead or is so structurally impaired or diseased that it would need to be removed for sound arboricultural management within the next ten years. Then cable trenching and any associated construction work, storage and traffic will be excluded from the Root Protection Area (RPA) or canopy spread, whichever is largest. In instances where this cannot be achieved then,</i></li> <li>• <i>A precautionary approach to tree protection will be adopted and an Arboricultural Method Statement (AMS) provided which clearly demonstrates that construction activities can be undertaken with minimal risk of adverse impact to trees which are to be retained. The AMS shall adhere to the principles described within BS 5837:2012, shall be produced by a suitably qualified and experienced arboriculturist and shall be approved by the Local Authority prior to commencement of work. The AMS shall be implemented in full and shall only be varied following technical review by an arboriculturist and approval by the Local Authority. The AMS shall be supported by a Tree Protection Plan where required. In instances where an AMS does not provide sufficient certainty over sustainable retention then:</i></li> <li>• <i>Permission will be sought from the Local Authority to remove tree or hedge and an agreement for compensation will be reached at the appropriate CAVAT value. The CAVAT value must be agreed with the Local Authority prior to tree removal or the commencement of any construction work within the RPA (or crown spread where this is greater). Construction work includes enabling activities, site clearance and storage of materials or machinery.</i></li> <li>• <i>Pruning outside of the Order Limits to allow abnormal loads shall be limited to that necessary to permit passage along the highway The Highways Act 1980 section 154 requirements. Where the abnormal load requires additional clearance, this shall be targeted pruning at specific points. All specifications are to be agreed with the haulier, landowner, project team and, where appropriate, the Local Authority prior to the works being carried out. All tree works are to be carried out in accordance with British Standard 3998:2010 “Tree Work - Recommendations”.</i></li> <li>• <i>Within the Order limits the lopping of trees will only be carried out where absolutely necessary and will be prescribed in accordance with British Standard 3998: 2010 “Tree Works – Recommendations”. All pruning and felling works shall be specified by a suitably trained and experienced arboriculture consultant and shall be carried out by a suitably trained and experienced arboriculture contractor</i></li> </ul> <p>The Applicant welcomes PCC’s confirmation of agreement to the use of the CAVAT scheme for appropriate tree mitigation planting, and confirms that for PCC’s area, this scheme is to be used for appropriate tree mitigation planting in connection with trees within the DCO land and which is in the ownership of the Council. This is clearly stated in the updated OOCEMP for Deadline 8 (see PCC 4.4.13, below for the updated wording for Section 6.2.2.2 of the OOCEMP at Deadline 8).</p>	

Ref.	Description of matter	Current Position	RAG
<p><b>PCC 4.4.13</b></p>	<p>Schedule 11 and Articles 41 and 42 of Part 7 of the dDCO.</p>	<p>PCC is concerned about the potential removal of significant trees within the local authority area as identified in Schedule 11 of the dDCO (REP1-021). The inclusion of the TPO trees within Schedule 11 of the dDCO (REP1-021) and other non-protected trees within PCC, and Articles 41 and 42 of Part 7 of the dDCO are yet to be agreed.</p> <p>On 22/02/21, PCC note that 'significant trees' is limited to those in Requirement 9 - PCC can see no mechanism preventing the removal of trees, and therefore PCC do not agree this matter.</p> <p>On 25/02/21, the Applicant confirmed to PCC that Section 6.2.2 of the OOCEMP has been updated to provide greater clarity on the process which is to be adopted in instances where trees may be at risk during construction. The OOCEMP now clearly states that Local Authority consent is required for the implementation of any Arboricultural Method Statement or the removal of any tree. This process provides PCC with certainty regarding the retention and protection of all trees irrespective of whether they are protected. This process provides for further discussion on arboricultural impacts during detailed design.</p> <p>The updated OOCEMP (Section 6.2.2) addresses comments made by PCC in respect of trees. Section 6.2.2 outlines the general design principles which are to be applied across the scheme when working near trees. This section therefore applies in all instances where construction work will take place on land owned by PCC Highways or any other PCC department. The general design principles include the following requirements:</p> <ul style="list-style-type: none"> <li>• No tree or hedge will be removed without the consent of PCC;</li> <li>• No construction work will occur within the root protection area of any tree or hedge identified for retention without the provision of an Arboricultural Method Statement (AMS). The AMS must be agreed with PCC prior to implementation.</li> </ul> <p>The Applicant considers that the implementation of these two design principles are sufficient to allay any concerns regarding the loss or damage of trees or hedges. These principles apply to all trees and hedges regardless of quality or statutory status.</p> <p>The Applicant has provided the response above to PCC, and hopes that PCC will agree that the OOCEMP now confirms that there are suitable controls in place in relation to trees and hedges, which are appropriate for the scheme and that this matter is now agreed.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	<p>Unresolved at DL8</p>

## 4.5. GROUND CONDITIONS

Table 4.5 – Ground Conditions

Ref.	Description of matter	Current Position	RAG
<b>Ground Conditions</b>			
<b>PCC 4.5.1</b>	ES Methodology – Study Area	<p>It is agreed that the study areas as identified in section 18.1.2 of ES Chapter 18 Ground Conditions (APP-133) is appropriate.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed that this matter is agreed.</p>	Agreed
<b>PCC 4.5.2</b>	ES Methodology – Modelling	<p>It is agreed that the assessment methodology (as identified in section 18.8 of ES Chapter 18 (APP-133)) including for the completion of a Preliminary Risk Assessment (PRA) and preliminary Conceptual Site Model (CSM) to inform further ground investigation work and the Generic Quantitative Risk Assessment (GQRA) (APP-429) is appropriate.</p> <p>At D6, PCC noted that:</p> <p><i>This is ideally a conceptual model in line with BS10175, rather than the simpler geotechnical conceptual site model in line with BS5930. It is understandable that on an engineering project there has been a leaning towards the latter and they overlap considerably and so are accepted. PCC would anticipate that the opposite time for the detailed conceptual model will be created for each section.</i></p> <p>The Applicant discussed ongoing matters with PCC at a meeting on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed:</p> <p><i>Section 18.8 of Chapter 18 of the APP-133 seems to be a paragraph of cumulative impacts. However EA methodology has been discussed and agreed previously as above.</i></p> <p><i>Future submissions for the risk assessment of the individual sections of the works (or areas of interest within each section such as Milton Common) must include review of information and have the conceptual model consisting of diagram, plan, and for locations where further testing, assessment or mitigation works are required a network diagram. This will help demonstrate that likely pollutant linkages have been considered Only then can the GQRA be undertaken.</i></p> <p><i>The summary of the GQRA in Chapter 9 of APP-429, includes review of only 2 reports at Milton Common, 1 report at Allotments, and only 1 report at Portsmouth College. The other reports available for these and the rest of the route are not mentioned although presumably have been considered in background documents. The CLT await completion of the conceptual model for the route, and individual sections, and identification of areas requiring testing and assessment.</i></p> <p><i>This baseline or inventory of further works should be provided pre- DCO</i></p>	Agreed
<b>PCC 4.5.3</b>	ES Methodology – Modelling	<p>Following the initial ground investigation carried out along the route as part of the ES the CSM was updated accordingly. It is further agreed that where the initial ground investigation and GQRA identified a potentially significant contamination risk to sensitive receptors more detailed ground investigation would be carried out following any grant of the Order. This would be carried out to confirm the required level of remediation and any other mitigation measures.</p> <p>The Applicant discussed ongoing matters with PCC at a meeting on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed:</p>	Not Agreed

Ref.	Description of matter	Current Position	RAG
		<p><i>The methodology has been agreed as above (to follow BS10175). A complete the conceptual model for the route and each section of the route would be useful. The conceptual site model in the GI survey was updated after the survey, but that GI survey and hence CSM was not targeted at locations with likely pollution but ease of access - the conceptual model for the geoenvironmental assessment is not necessarily yet completed. It maybe serendipity means coverage was sufficient, but CLT cannot see this from the submissions provided. We remain neutral on this matter. Is there planned to be any further targeted sampling along the route to identify areas for GQRA - which areas still require further tested and risk assessment.</i></p> <p><i>It is intended to follow up this work with more detailed ground investigation carried out after grant of the Order. This can only be agreed, if there is an intention to identify areas, or the areas themselves are clearly listed for agreement. The Chapter 18 seems to mention three areas but that doesn't include landfall, the areas of infilling near the Wharf etc. Please confirm the conceptual models have been formed, and which areas are to be considered further. These areas may be investigated under DCO prior to commencement, but at this stage CLT are unclear that the works will be completed and that all areas will be considered?</i></p> <p><i>This preliminary SI and/or inventory of where further works should be provided pre- DCO, the further works can be post-DCO</i></p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>In response, the Applicant can confirm that a Preliminary Risk Assessment (PRA) and a Generic Quantitative Risk Assessment (GQRA) have been produced and can be found in Appendix 18.1 (Preliminary Risk Assessment and Generic Quantitative Risk Assessment) of the ES (APP-429). The PRA/GQRA including individual CSMs for the 10 Sections of the cable route (including alternatives) were prepared in accordance with contaminated land guidance including BS10175:2011+A2:2017 and as this was produced before the new LCRM document was released in October 2020 it follows guidance provided by Contaminated Land Report 11 (CLR11). The individual CSMs for the 10 Sections of the Cable sections can be found within Section 10 of the PRA/GQRA Appendix 18.1 (of the ES (APP-429)).</p> <p>A Site Investigation was carried out by WSP in 2018 with the results incorporated into the GQRA for the individual 10 Sections of the Cable Route. These results were incorporated into the CSM as detailed above. The results for each section can be found within Section 9 of the PRA/GQRA Appendix 18.1 (of the ES (APP-429)).</p> <p>The Applicant confirms site specific method statements will be produced by appointed contractors as detailed in the OOCEMP (REP7-032), and will be made available for PCC to review after the grant of the Order, pursuant to Requirement 13 of the draft DCO (REP7-013).</p> <p>The Applicant confirms that the 2018 ground investigation was a baseline assessment with specific targeted areas e.g. Milton Common. The number of sampling points and the methods of sampling and testing do not preclude the possible existence of contamination where concentrations may be higher than those actually encountered or ground conditions that vary from those identified. In addition, there may be exceptional ground conditions elsewhere which have not been identified by this investigation.</p> <p>Additional site specific ground investigation, remediation, verification and validation will be carried out following grant of the Order as secured under Requirement 13 of the draft DCO. A watching brief for unexpected contamination is required for the whole Onshore Cable Route during construction as detailed in the OOCEMP (REP7-032). Therefore, irrespective of variations in ground conditions that may not have been specifically identified by the surveys to identify the baseline, appropriate measures are secured by Requirement 13, to address any contamination encountered when the works are undertaken.</p> <p>The Applicant maintains that its methodology is appropriate and does not agree with PCC's comments.</p>	
PCC 4.5.4	ES Baseline	The ground conditions baseline environment is set out at section 18.5 of ES Chapter 18 (APP-133).	Not Agreed

Ref.	Description of matter	Current Position	RAG
		<p>PCC considers that a detailed assessment of contaminated land should have been expected as part of the DCO application to build upon the desk study completed with a conceptual model completed for each area. The Conceptual Site Model described in section 18.5.3 of ES Chapter 18 Ground Conditions and provided for each section in Appendix 18.1 (APP-429) is not agreed.</p> <p>At D6, PCC stated (REP6-083) that:</p> <p><i>“With regard the land contamination aspects of the work, PCC is of the view that the whole length of the cable run should be risk assessed in tranches, each with its own PRA and GQRA rather than have a screening of the entire length that lacks local detail. The latter seems to be the approach still being adopted and as this scheme is outside of the norm, may be acceptable.</i></p> <p><i>Some units naturally suggest themselves, such as landfall site, the public open space and allotments at Eastney, Milton Common itself. However, the RA for all areas of the ground will be needed for MS for each tranche. A general MS for restoration may suffice for areas without known contamination issues, but given the soils have been previously worked, their tolerance to being worked and the potential for being mixed with polluted soils nearby or at depth means a Method Statement will be helpful.</i></p> <p><i>On-going. For a utilities installation, this seems in-depth, but the conceptual model should be created for each section of the project”</i></p> <p>The Applicant can confirm that a Preliminary Risk Assessment (PRA) and a Generic Quantitative Risk Assessment (GQRA) have been produced and can be found in Appendix 18.1 (Preliminary Risk Assessment and Generic Quantitative Risk Assessment) of the ES (APP-429). The PRA/GQRA including individual CSMs for the 10 Sections of the cable route (including alternatives) were prepared in accordance with contaminated land guidance including BS10175:2011+A2:2017 and as this was produced before the new LCRM document was released in October 2020 it follows guidance provided by Contaminated Land Report 11 (CLR11). The individual CSMs for the 10 Sections of the Cable sections can be found within Section 10 of the PRA/GQRA Appendix 18.1 (of the ES (APP-429)).</p> <p>A Site Investigation was carried out by WSP in 2018 with the results incorporated into the GQRA for the individual 10 Sections of the Cable Route. These results were incorporated into the CSM as detailed above. The results for each section can be found within Section 9 of the PRA/GQRA Appendix 18.1 (of the ES (APP-429)).</p> <p>Method Statements will be provided as detailed in the OOCEMP (APP-019). Unexpected contamination encountered will be dealt with in accordance with the OOCEMP (Section 5.5 and Section 6.9.2). The Applicant notes that the most up to date version of the OOCEMP was submitted at D7 (REP7-032)</p> <p>PCC also commented that:</p> <p><i>The PCC Contaminated Land Team look forward to seeing the Method Statements and risk assessments by subcontractor. The desk study should be checked and sampling of any further areas identified undertaken.</i></p> <p><i>The 2018 test locations were all located solely for easy access to provide geotechnical information rather than choosing locations that are likely to be contaminated. The Desk study was undertaken retrospectively. There is a chance that contamination was missed using this approach. Its quality as an untargeted survey considering the geotechnical rather than geoenvironmental aspects is accepted. The conceptual model should have greater focus upon ensuring the land quality is not reduced by the installation of the cable run.</i></p> <p><i>The use of CLR11 as a guidance document is acceptable. CLR11 was not withdrawn due to a problem with its content, and the approach detailed therein remains valid.</i></p>	

Ref.	Description of matter	Current Position	RAG
		<p>In response, the Applicant confirms site specific method statements will be produced by appointed contractors as detailed in the OOCEMP (REP7-032), and will be made available for PCC to review after the grant of the Order, pursuant to Requirement 13 of the draft DCO (REP7-013).</p> <p>The Applicant confirms that the 2018 ground investigation was a baseline assessment with specific targeted areas e.g. Milton Common. The number of sampling points and the methods of sampling and testing do not preclude the possible existence of contamination where concentrations may be higher than those actually encountered or ground conditions that vary from those identified. In addition, there may be exceptional ground conditions elsewhere which have not been identified by this investigation.</p> <p>Additional site specific ground investigation, remediation, verification and validation will be carried out following grant of the Order as secured under Requirement 13 of the draft DCO. A watching brief for unexpected contamination is required for the whole Onshore Cable Route during construction as detailed in the OOCEMP (REP7-032). Therefore, irrespective of variations in ground conditions that may not have been specifically identified by the surveys to identify the baseline, appropriate measures are secured by Requirement 13, to address any contamination encountered when the works are undertaken.</p> <p>The Applicant discussed ongoing matters with PCC at a meeting on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed:</p> <p><i>As the more detailed SI survey is being deferred to later stage, the areas that will be considered further must be clearly stated. The preliminary site assessment, the CSM and GI survey wasn't targeted to find pollution although it has achieved good coverage - there may be other locations to consider and locations that are not being considered further and left to be covered solely by watching brief should be demonstrated to not need assessment. The more detailed documents are intended to be submitted at later stage.</i></p> <p><i>The GI survey in 2018 and testing was undertaken before the records required for the geoenvironmental desk study were collected to identify which locations should be targeted for pollution. The Chapter 18, has indicated 5 reports have been looked at but does not demonstrate the route has been assessed. The applicant should confirm that they have incorporated all these data from historical records, and also added to the original CSM to form a geoenvironmental conceptual model highlighting the unknowns that remain. A network diagram is a useful tool to demonstrate unknowns have been resolved. The sampling should be explained with reference to the conceptual model to demonstrate that appropriate depths and locations have been investigated. This process will help decide upon route options, and where work is still required, the scope for that investigation or mitigation.</i></p> <p><i>It should be confirmed which locations the applicant is intending to create Method Statements for. The OOCEMP does not consider land condition beyond a watching brief (this includes the OOCEMP was updated in January/February), and the draft aquifer contamination mitigation strategy is not yet available.</i></p> <p><i>This baseline or inventory of further works should be provided pre- DCO.</i></p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>The Applicant maintains that its methodology and identification of the baseline for the ES is appropriate and does not agree with PCC's comments.</p>	
<p><b>PCC 4.5.5</b></p>	<p>ES Baseline – Pollution</p>	<p>Details for the location of further survey work identified as a post DCO deliverable as identified in section 11.2.1.1 the ES chapter 18 (APP-133) are not agreed.</p> <p>On 25/01/2021, PCC advised that further locations should be suggested (or confirmed as not required) from the conceptual model. This may help the choice in route locations.</p> <p>The Applicant discussed ongoing matters with PCC at a meeting on 01/02/21.</p>	<p>Not Agreed</p>

Ref.	Description of matter	Current Position	RAG
		<p>On 11/02/21, PCC (Contaminated Land Team) confirmed:</p> <p><i>This is on-going. Once the SI survey is complete to identify areas requiring GQRA is complete, the areas needing further testing and assessment can be decided upon, and then the risk assessments completed. The GQRA could be deliverable post-DCO.</i></p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>The Applicant maintains that its methodology is appropriate and does not agree with PCC's comments.</p>	
<p><b>PCC 4.5.6</b></p>	<p>ES Baseline – Historic</p>	<p>PCC requested a watching brief for the Proposed Development for any unexpected areas of pollution. Details of the proposed mitigation for construction and decommissioning, including a watching brief as set out in section 18.9.2 of ES chapter 18 (APP-133) are not agreed.</p> <p>At D6, PCC advised that:</p> <p><i>The further survey work should have been undertaken as early in process as possible, ideally when suggested in 2019. There is no reason to delay these works and the knowledge they will bring to the undertaking of the scheme unless the AQUIND project is not going ahead.</i></p> <p>The Applicant confirms that the appointed contractor may undertake further ground investigation as necessary in compliance with Requirement 13 of the dDCO (REP7-013). Remediation Options Appraisal, Remedial Strategy, verification reports and subsequent monitoring are also covered under Requirement 13 of the dDCO.</p> <p>On 25/01/2021 PCC advised that establishing risk and remedial options only after appointing a contractor limits options.</p> <p>The Applicant notes the comments made above but does not agree that the proposed approach limits options. The comment made is without substance. The Applicant discussed this matter with PCC at a meeting on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed:</p> <p><i>This point has become conflated between the baseline to establish where pollution may be a significant constraint and so should be identified before ground works begin, and the need for a watching brief for any project. The latter is even more pertinent on a linear scheme that will cross so much land. The watching brief in the OOCEMP and would be required by the REQUIREMENT 13 clause 3 are both acceptable. They would be agreed, if interpreted in conjunction with &lt;PCC spec for soils&gt;, and &lt;Methods of Working&gt;. CLT are unclear on which areas are going to be taken forward for more detailed work. Whilst it is stated that the appointed contractor 'may undertake further ground investigation as necessary in compliance with Requirement 13' is weaker than actually requiring the risk assessment to be undertaken to required standards. Please can all areas with further ground works required be clarified?</i></p> <p><i>CLT considers that once a Land Professional/ ground worker is tendered and contracts signed, there is less scope to alter the contract specification, or funding. There is less scope to alter routes to new locations. Tying contractors down, before completing the SI survey work means they are not tendering blindfolded but with reduced knowledge about the project. The scope of risk assessment, and remedial options are often constrained as a result.</i></p> <p><i>The baseline should be finalised before DCO. The actual assessment of areas needing further SI survey and consideration of remedial options could be deliverable post DCO, although it leaves the contractor agreeing works without knowing the mitigation required.</i></p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>The Applicant maintains that its methodology is appropriate and does not agree with PCC's comments.</p>	<p>Not Agreed</p>

Ref.	Description of matter	Current Position	RAG
PCC 4.5.7	ES Baseline – Historical Use/Mitigation	<p>The ground conditions baseline environment set out at section 18.9.1.1 – 18.9.3.2 of ES Chapter 18 (APP-133) is not agreed.</p> <p>On 25/01/2021, PCC advised to refer to comments submitted at 4.5.4, and also commented:</p> <p><i>The PCC Contaminated Land Team look forward to seeing the Method Statements and risk assessments by subcontractor. The desk study should be checked and sampling of any further areas identified undertaken.</i></p> <p><i>The 2018 test locations were all located solely for easy access to provide geotechnical information rather than choosing locations that are likely to be contaminated. The Desk study was undertaken retrospectively. There is a chance that contamination was missed using this approach. Its quality as an untargeted survey considering the geotechnical rather than geoenvironmental aspects is accepted. The conceptual model should have greater focus upon ensuring the land quality is not reduced by the installation of the cable run.</i></p> <p><i>The use of CLR11 as a guidance document is acceptable. CLR11 was not withdrawn due to a problem with its content, and the approach detailed therein remains valid.</i></p> <p>In response, the Applicant confirms Site specific method statements will be produced by appointed contractors as detailed in the OOCEMP (REP7-032), and will be made available for PCC to review after the grant of the Order, pursuant to Requirement 13 of the draft DCO (REP7-013).</p> <p>The Applicant confirms that the 2018 ground investigation was a baseline assessment with specific targeted areas e.g. Milton Common. The number of sampling points and the methods of sampling and testing do not preclude the possible existence of contamination where concentrations may be higher than those actually encountered or ground conditions that vary from those identified. In addition, there may be exceptional ground conditions elsewhere which have not been identified by this investigation.</p> <p>Additional site specific ground investigation, remediation, verification and validation will be carried out as necessary following grant of the Order as secured under Requirement 13 of the draft DCO. A watching brief for unexpected contamination is required for the whole Onshore Cable Route during construction as detailed in the OOCEMP (REP7-032). Therefore, irrespective of variations in ground conditions that may not have been specifically identified by the surveys to identify the baseline, appropriate measures are secured by Requirement 13, to address any contamination encountered when the works are undertaken.</p> <p>The Applicant held a meeting with PCC on 01/02/21 to discuss PCC’s concerns.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed that this matter remained on-going as these Method Statements will not be submitted until a later stage. PCC requested the following:</p> <p><i>Please confirm that the conceptual models of each section are complete, update to be visual, along with locations that do not require further SI (there are no significant unknowns) and those areas that are going to be subject to further SI survey. The conceptual model should highlight all matters that are unknowns that may have impacts on the project and land condition afterwards, and how future SI surveys are going to investigate and resolve these matters. The information created pre-DCO must be detailed enough to inform contractors and so must be more than a GI survey of the length but must identify areas with pollution constraints. Once that information is available, then this can be worked on post DCO.</i></p> <p><i>The baseline should be finalised before DCO. The actual assessment of areas needing further SI survey work could be deliverable post DCO if all locations consider and risk assess their works in line with BS10175.</i></p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p>	Not Agreed

Ref.	Description of matter	Current Position	RAG
		The Applicant maintains that its methodology is appropriate and does not agree with PCC's comments.	
<b>PCC 4.5.8</b>	Predicted Impacts	<p>The impacts during construction of the Proposed Development in relation to the Onshore Cable Corridor and Landfall are identified at sections 18.7.3 and 18.7.4 (for construction and operation respectively) of Chapter 18 of the ES (APP-133).</p> <p>On 25/01/2021, PCC advised that this matter was to be reviewed. The PCC Contaminated Land Team has been wondering about whether there was a CEMP for coastal areas, including other areas such as Eastney Lake.</p> <p>The Applicant notes the Onshore Outline CEMP (the most up to date version of which is Document 6.9, Rev 006 submitted at D7 (REP7-032) covers onshore areas which adjoin the coast and therefore all areas that need to be covered by a CEMP will be. A Marine CEMP is secured through the Deemed Marine Licence for all land from MHWS.</p> <p>The Applicant discussed this matter at a meeting with PCC on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed that:</p> <p><i>The OOCEMP when made available did not consider ground condition beyond watching brief. The information is being delayed until a later stage. This heightens the need to establish ground conditions and areas needing further works along the trench.</i></p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>The Applicant maintains that its methodology and assessment of predicted impacts is appropriate and does not agree with PCC's comments.</p>	Not Agreed
<b>PCC 4.5.9</b>	Predicted Impacts - CSM Results	<p>The outcome/results of the Conceptual Site Model (CSM) (section 6 of ES Chapter 18 (APP-133) are yet not agreed.</p> <p>On 25/01/2021, PCC advised that this matter was pending and to be reviewed. However, PCC noted that they were unsure if further sampling is to be undertaken and would welcome a section by section report as the conceptual model for the landfall site will be distinctly different to other areas.</p> <p>In response, the Applicant confirmed that additional ground investigation, remediation, validation and verification will be carried out following any grant of the Order as secured under Requirement 13, and this would include further sampling as necessary. The original ground investigation was a baseline assessment (please see response to PCC 4.5.4 for detail on WSP 2018 ground investigation sampling).</p> <p>Each individual section of the cable route has been discussed in detail in terms of geology, hydrogeology, hydrology, and contaminative land uses within the ES and the PRA/GQRA. Individual conceptual site models for each section of the Cable route e.g. Section 10, Landfall and Section 8 Milton Common have been produced and can be found within Section 9 of the PRA/GQRA Appendix 18.1 (of the ES (APP-429).</p> <p>The Applicant discussed this matter at a meeting with PCC on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed:</p> <p><i>The Baseline should be established with conceptual model for each section of the trench first. This could be deliverable post-DCO</i></p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>The Applicant maintains that its methodology and assessment of predicted impacts is appropriate and does not agree with PCC's comments.</p>	Not Agreed
<b>PCC 4.5.10</b>	Mitigation at Milton Common	The proposed mitigation for Milton Common in ES Chapter 18 (APP-133, section 18.9.2.3) is not agreed.	Not Agreed

Ref.	Description of matter	Current Position	RAG
		<p>On 25/01/2021, PCC advised that this matter is pending. PCC welcomed the information submitted, but were unsure if /when full details will be submitted.</p> <p>The Applicant confirmed that no further information will be submitted at the application stage (i.e. before the end of the Examination). However, the proposed mitigation measures for Milton Common can be found within the ES Chapter 18 (APP-133) as well as within Section 6.9.2.1 of the Onshore Outline CEMP (REP7-032)).</p> <p>The Applicant discussed this matter at a meeting with PCC on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed:</p> <p><i>No further details are to be submitted as this detail is being either left, or left to a later subcontractor. The detailed information needed to work on this disused landfill site are not complete but do show AQUIND is aware of the history. There is reference made to reusing surface soils from areas such as Milton Common, but the existing thicknesses of cover soil above the waste would seem to limit this as an option. The assessment is to be completed in the future. This could be conditioned into the DCO</i></p> <p><i>Once details are submitted the CLT will be able to review.</i></p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>The Applicant welcomes the recognition from PCC that detailed assessment can be controlled by a suitable condition imposed on the DCO, and notes that Requirement 13 will ensure that the appropriate assessments are undertaken prior to the commencement of works involving ground which may be contaminated. The Applicant maintains that its methodology and assessment of predicted impacts and mitigation is appropriate at this stage, and does not agree with PCC's comments.</p>	
<p><b>PCC</b> <b>4.5.11</b></p>	<p>Mitigation - Onshore Outline CEMP – General Environmental Control Measures</p>	<p>PCC has identified the need for a Method Statement to include for remediation and waste disposal. The measures set out in section 5.5 (Ground Conditions) of the Onshore Outline CEMP (the most up to date version of which is Document 6.9, Rev 006 submitted at D7) specifically section 5.5 and its associated Appendix 4 – Outline Materials Management Plan which includes for a Remediation Strategy are not agreed.</p> <p>On 25/01/2021, PCC advised that this matter was pending, and that they look forward to the remediation strategy being submitted.</p> <p>The Applicant confirmed that no further information would be submitted at the application stage (i.e. before the end of the Examination). However the Material Management Plan can be found within Appendix 4 of the Onshore Outline CEMP (REP7-032) and the remediation strategy will be submitted as secured by Requirement 13.</p> <p>The Applicant discussed ongoing matters with PCC at a meeting on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed:</p> <p><i>The MMP is a blank template, the OOCEMP does not consider land contamination beyond watching brief (which is acceptable), and the remediation method statement for Milton Common is not complete. The CLT will review any submissions when they are made. If the required information is available in some form, the CLT does not mind which overarching document is used. This can be delivered post DCO.</i></p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>The Applicant welcomes the recognition that the mitigation measures can be identified post-OOCEMP, and acknowledges that PCC's view that a Remediation Strategy is required, and has provided an Outline Materials Management Plan which includes a Remediation Strategy. Although this matter is not agreed between the parties, the Applicant considers that Requirement 13 will ensure that the appropriate assessments are undertaken</p>	<p>Not Agreed</p>

Ref.	Description of matter	Current Position	RAG
		prior to the commencement of works involving ground which may be contaminated. The Applicant maintains that its methodology and assessment of predicted impacts and mitigation is appropriate at this stage, and does not agree with PCC's comments.	
<b>PCC</b> <b>4.5.12</b>	Mitigation - Onshore Outline CEMP – Location Specific Construction Environmental Control Measures	<p>The measures set out in section 6.9.2 (Section 8 - Eastern Road (adjacent to Great Salterns Golf Course) To Moorings Way - Ground Conditions) of the Onshore Outline CEMP (REP5-019) are not agreed.</p> <p>The Applicant noted that the most up to date version of the Onshore Outline CEMP is document Ref: (REP7-032).</p> <p>The Applicant discussed ongoing matters with PCC at a meeting on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed that this matter was ongoing, and that:</p> <p><i>The OOCEMP does not consider ground contamination, but has some working information. This is presumably deliverable if the DCO is worded such. If a GQRA is required in these areas, then the CLT can comment further</i></p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>The Applicant notes that although this matter is not agreed by the parties, it considers that Requirement 13 will ensure that the appropriate assessments are undertaken prior to the commencement of works involving ground which may be contaminated to ensure appropriate mitigation is employed. The Applicant maintains that its methodology and assessment of predicted impacts and mitigation is appropriate at this stage, and does not agree with PCC's comments.</p>	Not Agreed
<b>PCC</b> <b>4.5.13</b>	Mitigation - Onshore Outline CEMP – Onshore Monitoring Plan	<p>The measures set out in section 7.1 – (Onshore Monitoring Plan - Onshore Ecology - Construction impacts to the environment) of the Onshore Outline CEMP (REP5-019) are not agreed.</p> <p>The Applicant noted that the most up to date version of the Onshore Outline CEMP is document Ref: (REP7-032).</p> <p>The Applicant discussed ongoing matters with PCC at a meeting on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed that this matter was ongoing, and that the:</p> <p><i>“OOCEMP does not consider ground contamination, but has some working information, and includes watching brief. Is CLT the intended consultee on 4.5.13? This seems to be deliverable post DCO.”</i></p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>The Applicant welcomes the recognition that the mitigation measures can be delivered post-DCO. Although this matter is not agreed between the parties, the Applicant considers that Requirement 13 will ensure that the appropriate assessments are undertaken prior to the commencement of works involving ground which may be contaminated which will identify appropriate mitigation measures in detail. The Applicant maintains that its methodology and assessment of predicted impacts and mitigation is appropriate at this stage, and does not agree with PCC's comments.</p>	Not Agreed
<b>PCC</b> <b>4.5.14</b>	Residual effects	<p>The assessment of residual effects set out in section 18.10 and table 18.8 of Chapter 18 of the ES (APP-133) are not agreed between the parties,</p> <p>The Applicant discussed ongoing matters with PCC at a meeting on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed that this matter was ongoing, and that:</p> <p><i>Once the SI survey is finalised, and all locations requiring GQRA identified then the CLT can consider if residual impacts have been summarised. The CLT are likely to be in agreement with impacts suggested.</i></p>	Not Agreed

Ref.	Description of matter	Current Position	RAG
		<p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>The Applicant notes that although this matter is not agreed between the parties, the Applicant considers that Requirement 13 will ensure that the appropriate assessments are undertaken prior to the commencement of works, to identify residual effects in more detail. The Applicant maintains that its methodology and assessment of predicted impacts, mitigation and residual effects is appropriate at this stage, and does not agree with PCC's comments.</p>	
<p><b>PCC 4.5.15</b></p>	<p>Requirement 13 – Contaminated Land and Groundwater</p>	<p>The draft DCO (REP1-021) and its Requirement 13 for a written scheme, per phase, to deal with contaminated land, including groundwater (LPA approval in consultation with the EA (and MMO for intertidal area)) is not agreed. The Applicant notes that the most up to date version of the draft DCO was submitted at D7 (REP7-013).</p> <p>Additional provision within Requirement 13 relating to unexpected contamination, and a scheme to deal with such contamination, remediation works, and verification is not agreed.</p> <p>The Applicant discussed ongoing matters with PCC at a meeting on 01/02/21.</p> <p>On 11/02/21, PCC (Contaminated Land Team) confirmed that this matter was ongoing, and that:</p> <p><i>The DCO is written to relate to unexpected pollution, and so should be rephrased to either guide the process from start to finish (akin to planning conditions, and working out wording for phasing of discharge so that it can proceed smoothly), or the information submitted upfront so that all areas needing GQRA are known in advance.</i></p> <p><i>Clause 1 and 2 is a pre-commencement requirement to have a 'written scheme' to avoid harm to persons, controlled water or environment. The 'written scheme' must be equivalent to the desk study, site investigation, and if necessary remedial method statement' as detailed in BS10175. This should be undertaken for all of the sections to demonstrate whether or not GQRA is required.</i></p> <p><i>The onshore outline construction environmental management plan (CEMP) does not involve itself with land contamination beyond the watching brief, and the draft aquifer contamination mitigation strategy is not yet available. The wording of these clauses is not suitable without clarification (which maybe we can agree in the statement of common grounds) as there are phrases such as "likely to cause significant harm to persons" would potentially depart from the precautionary criteria used in planning regime, and into the significant possibility of significant harm (SPoSH) used for Part 2a. Given the definition of 'significant harm' to human health, all harm should be prevented from occurring and the trigger point for a action, must be before significant harm is or has occurred.</i></p> <p><i>For clarification, the avoidance of any harm not only significant harm of all receptors is the aim; the term 'persons' should adopt the more encompassing 'human health and the environment' i.e. all persons during and after construction.</i></p> <p><i>Clause (3) relates to a watching brief for the developer and is welcome. Note, that only gross pollution will be noticed unless it is identified by the routine soil testing of stockpiles during works or as part of verification.</i></p> <p><i>Clause (4 to 6) relates to CLT matters. Clause 4 applies to areas already identified as having contamination issues, which is why the desk study of each of the sections should be completed, or undertaking to do so, before DCO, so that the approach intended in each area is known. The risk assessment for each section of the trench should indicate no CL issues and so can be managed by watching brief, and all other areas have their own Method Statement or "scheme". This should be equivalent to a desk study, site investigation, and (if necessary) a remedial method statement'. The conceptual model must prevent harm to receptors (end-users) and o go beyond significant harm. Significant harm doesn't always include limited</i></p>	<p>Not Agreed</p>

Ref.	Description of matter	Current Position	RAG
		<p>ailments or cancers, and is a minimum standard compared to planning system. Requirement 13 mentions of "investigation and assessment report", identify the extent of any contamination and the remedial measures and subsequent clauses are all acceptable but brief. The following clarifies the quality of submissions sought:</p> <ul style="list-style-type: none"> <li>The Phase 1 desk study should document all the previous and current land uses of the site. The report shall contain a conceptual model (diagram, plan, and network diagram) showing the potential pollutant linkages (including consideration of asbestos), including proposals for site investigation if required (the sampling rationale for all proposed sample locations and depths should be linked to the conceptual model).</li> <li>The Phase 2 site investigation report documenting the ground conditions of the site and incorporating chemical and consideration of gas migration as identified as appropriate by the conceptual model. The report shall refine the conceptual model of the site and confirm either that the site is currently suitable for the proposed end-use or can be made so by remediation</li> <li>A Phase 3 remediation method statement report detailing the remedial scheme and measures to be undertaken to avoid risk from contaminants and/or gases when the development hereby authorised is completed, including proposals for future maintenance and monitoring.</li> </ul> <p>Please note that the receptor used in the conceptual model should include end-users, and residents next to the scheme. In the summary on Milton common, I was reassured that gas migration was being looked at.</p> <p>I have copied the wording of the conditions this wording as it seems to best explain why we are still not in agreement over the survey of the run as outlined in points 4.5.2 to 4.5.14</p> <p>Clause (6) relates to verification and is acceptable. At the end of works, a verification plan should be agreed that will include testing the disturbed land to confirm the condition that it has been left in is free from contamination.</p> <p>On 22/02/21, PCC confirmed that for the purposes of the SoCG, this matter was not agreed.</p> <p>The Applicant notes that although this matter is not agreed between the parties, the Applicant considers that Requirement 13 provides a suitable mechanism to ensure PCC have appropriate control over assessment, methodology for undertaking works, and appropriate mitigation measures. The Applicant maintains that its methodology and assessment of predicted impacts and mitigation is appropriate at this stage, and does not agree with PCC's comments.</p>	

## 4.6. GROUNDWATER

Table 4.6 – Groundwater

Ref.	Description of matter	Current Position	RAG
<b>Groundwater</b>			
PCC 4.6.1	ES Methodology – Study Area	It is agreed that the 0.5 km study areas as identified in section 19.1.2 of ES Chapter 19 Groundwater (APP-134) is appropriate.	Agreed
PCC 4.6.2	ES Baseline	The baseline environment is set out at section 19.5 of ES Chapter 19 (APP-134)..  At D6 (REP6-083) PCC advised that:	Agreed

Ref.	Description of matter	Current Position	RAG
		<p><i>The Baseline environment for groundwater is agreed as a suitable for sections 4-10 (Portsmouth). The groundwater flows and levels data attained for the project from separate workstream of AQUIND, EA and PCC provide a good baseline of detail, and are also agreed. AQUIND are aware of the future WFD classifications as a baseline, and further detail on how this will be achieved will be expected in the CEMP at detailed design stage, when dealing with groundwater encountered in trenches etc. PCC LLFA is okay to agree 4.6.2 ref: sections 4-10</i></p>	
<p><b>PCC 4.6.3</b></p>	<p>Predicted Impacts</p>	<p>The predicted impacts (section 19.6.4 to 19.6.9 of ES Chapter 19, APP-134) are considered in light of embedded mitigation identified in section 19.6.1.</p> <p>At D6 (REP6-083) PCC advised:  <i>Predicted Impacts - disagree with 19.6.4.31. as PCC consider it medium to high likelihood groundwater will be found at trench depth, especially during / immediately after prolonged or heavy rainfall. 19.6.6.8 - At Detailed Design stage, PCC will ask for clarification of exact location of land drain east of St Johns College playing pitches. Extra care needs to be taken for discharge of groundwater in this area as EA Main River 'Farlington Marshes Gutter' is home to protected species including water voles. 19.6.6.15 - again extreme care needs to be taken at HDD of Milton Common to not be causing pollution issues. PCC will expect Detailed Design Stage to clarify</i></p> <p><i>Also, PCC LLFA believes it will be difficult to design the groundwater mitigation as stated in section 19.6.1.4 as volumes may not be as easy to determine as seems to be expected. Trench work may indeed provide a groundwater flow pathway by penetrating a previously impermeable barrier. As such, PCC LLFA recommends a blanket worst case approach for the worst sections with groundwater found at a level high than bottom of trench level, with a scaled down dewatering approach if groundwater conditions are more favourable than expected. Also, there are other options for groundwater disposal, such as pumping to an infiltration pond that may be feasible. Predicted impacts are as best as can be agreed with the information available.</i></p> <p>The Applicant welcomes the acknowledgement from PCC that the '<i>Predicted impacts are as best as can be agreed with the information available</i>'.</p> <p>The Applicant accepts that the conditions will likely vary locally and during detailed design stage an appropriate dewatering strategy will be confirmed. The suggested use of infiltration ponds (trenches) will be considered at the detailed design stage. Any dewatering would be very short term, during construction only.</p> <p>The Applicant therefore considers that as far as it is possible to agree matters regarding predicted impacts for groundwater, these have been agreed with PCC at this stage, with both parties acknowledging that more information will be available at the detailed design stage to address PCC's concerns.</p> <p>On 10/02/21, PCC confirmed that this matter was not agreed. This is because the predicted impacts cannot be known at this time until exact detail is provided on a very local level, which would be information expected at Detailed Design Stage. Predicted impacts would also be informed and mitigated through licences and consents that may be required, again this detail is not yet available to be able to reach an agreement.</p> <p>The Applicant maintains that the methodology and assessment of predicted impacts for groundwater are appropriate at this stage, and does not agree with PCC's comments.</p>	Not Agreed
<p><b>PCC 4.6.4</b></p>	<p>Mitigation - Onshore Outline</p>	<p>The measures set out in section 5.6 (Groundwater) of the Onshore Outline CEMP (REP5-019) are agreed.</p>	Agreed

Ref.	Description of matter	Current Position	RAG
	CEMP – General Environmental Control Measures	At D6, PCC advised (REP6-083): <i>Mitigation General - Agreed in principle by PCC, but needs also agreement from EA, Highways Authority (for discharge to highway drainage) and Southern Water (if discharge to adopted sewer is proposed). Recognition of good practice guidelines is noted. PCC will expect the full technical detail at Detailed Design Stage, in full CEMP.</i>	
<b>PCC 4.6.5</b>	Mitigation - Onshore Outline CEMP – Location Specific Construction Environmental Control Measures	The measures set out in section 6.2.5 (Groundwater) of the Onshore Outline CEMP (REP5-019) are agreed. At D6, PCC advised (REP6-083): <i>Mitigation Location Specific - 6.2.5.1 the sewerage undertaker is Southern Water, not Portsmouth Water. As above, agreed in principle by PCC, but needs agreement from the other parties. Good practice guidelines again noted</i> The Applicant has noted this point and the OOCEMP has been amended.	Agreed
<b>PCC 4.6.6</b>	Residual Effects	Subject to further discussion in relation to predicted impacts and mitigation measures, the Applicant seeks PCC's agreement of the assessment of residual effects set out in section 19.8 and at Table 19.7 of Chapter 19 of the ES (APP-134). At D6, PCC advised that this section is dependent on the above sections 4.6.3-4.6.5 and all comments there apply here also. The Applicant notes with regard to PCC 4.6.3 that as far as it is possible to agree matters regarding predicted impacts for groundwater, these have been agreed with PCC at this stage, with both parties acknowledging that more information will be available at the detailed design stage to address PCC's concerns. In addition, the Applicant notes that both PCC 4.6.4 and 4.6.5 are 'agreed' matters. On 10/02/21, PCC confirmed that this matter was not agreed. This is because the residual impacts are also not known and cannot be agreed at this time as they are dependent on the same detailed information as identified in PCC 4.6.3, above. The Applicant maintains that the methodology and assessment of predicted impacts for groundwater are appropriate at this stage, and does not agree with PCC's comments.	Not Agreed

## 4.7. SURFACE WATER RESOURCES AND FLOOD RISK

**Table 4.7 – Surface Water Resources and Flood Risk**

Ref.	Description of matter	Current Position	RAG
<b>Surface Water Resources and Flood Risk</b>			
<b>PCC 4.7.1</b>	ES Methodology – Study Area	It is agreed that the study area as identified in section 20.1.2 of ES Chapter 20 Surface Water Resources and Flood Risk (APP-135) is appropriate.	Agreed

Ref.	Description of matter	Current Position	RAG
PCC 4.7.2	ES Baseline	<p>It is noted that PCC disagreed with the baseline within Chapter 20 as part of their Relevant Representation ahead of Deadline 1. The Applicant can confirm that the EA flood maps were updated following the publication of the ES and the Applicant agrees that the ORS building is now located in Flood Zone 3 as reflected in the ES Addendum (REP1-139).</p> <p>Regarding the ES Baseline, on 25 January 2021 PCC noted that if using EA maps it will of course need to be the most up to date set. However, these should only be used for reference and overview purposes as the maps were produced on a national scale, and PCC does not consider them wholly accurate on a local scale. PCC prefers to make reference to local knowledge and flood history for surface water flood risk in Portsmouth. The Applicant notes that incorporation of local knowledge has been undertaken through consultation with PCC LLFA to inform the understanding of the flood risk profile, Chapter 20 and the Flood Risk Assessment.</p> <p>It should also be noted that, alongside the update to the ES baseline as part of the ES Addendum, updates have been made through a Flood Risk Assessment Addendum (REP1-157) discussed at PCC 4.7.9, and Sequential and Exception Test Addendum (REP1-158) discussed at PCC 4.7.12, to reflect the change of the Flood Zone 3 extents within the tidal extent of Portsmouth.</p> <p>A meeting was held with PCC's Lead Local Flood Authority (LLFA) representative on 26 November 2020 to discuss the updates relevant to the flood risk environment and assessment documentation submitted to supplement the publication of the original ES due to a subsequent change to the Flood Map for Planning. The Applicant presented the updates to PCC's LLFA who has since confirmed agreement with the Flood Risk Assessment Addendum and Sequential Test Addendum and has provided comments to PCC's planning team where items within this SoCG that can be updated to agreed. A further meeting was held between the applicant and PCC LLFA on 10 February to discuss any remaining ongoing topics.</p> <p>Based on the ES Addendum, which now reflects the updated Flood Map for Planning and changes in Flood Zones, the baseline environment as per the details set out in section 20.5 of ES Chapter 20 (APP-135) are now agreed.</p>	Agreed
PCC 4.7.3	Coastal Partners (formerly East Solent Coastal Partnership)	<p>Coastal Partners (formerly East Solent Coastal Partnership) is a partnership between four Local Authorities (Fareham, Gosport, Portsmouth, and Havant) to provide advice on the coastal environment and in particular in relation to matters relating to the North Portsea Island Coastal Schemes (Milton Common and Great Salterns Quay, and Eastern Road and Kendall's Wharf).</p> <p>Following discussions with PCC on 25 January 2021, PCC have confirmed that matters in relation to coastal defences will be responded to directly by Coastal Partners. However, on 01 February 2021, PCC confirmed that Coastal Partners will be responsible for advising PCC on these matters, and that PCC would provide final agreement on the position for each relevant matter.</p> <p>In principle agreement has already been sought and provided by Coastal Partners on such matters, and the Applicant has sought formal confirmation from Coastal Partners on these matters through ongoing engagement, noting that a further meetings and discussions have continued to progress matters. Final confirmation on the position for each relevant matter discussed at PCC 4.7.4 to PCC 4.7.6 will be provided by PCC on behalf of Coastal Partners .</p> <p>Agreement of this approach has been confirmed with PCC on 09 February 2021.</p>	Agreed
PCC 4.7.4 (i)	Coastal Partners – works adjacent to	<p>i) The principle that works adjacent to the coastal flood defences can and will be designed to avoid works to existing or proposed coastal flood defence alignments is agreed with Coastal Partners and PCC.</p>	Agreed

Ref.	Description of matter	Current Position	RAG
PCC 4.7.4 (ii)	Coastal Flood Defences	ii) The principle of a short HDD (HDD-6) under the existing coastal flood defence to the north bund at Milton Common, west of Frog Lake is agreed with Coastal Partners and PCC.	Agreed
PCC 4.7.4 (iii)		iii) The principle of the proposed Horizontal Directional Drill (HDD) under Broom Channel (Langstone Harbour HDD-3) to pass below or avoid any sheet piling associated to the coastal flood defence is agreed with Coastal Partners and PCC.	Agreed
PCC 4.7.4 (iv)		<p>iv) Specific design principles and construction principles in relation to flood defences are embedded in principles section 6.4.4 of the DAS (REP7-021) and section 5.7 of the OOCEMP (REP7-032) respectively.</p> <p>Requirement 6 (detailed design) and Requirement 15 (construction environmental management plan) of the draft DCO (REP7-013) requires the submission of detailed design and a construction environment management plan, in accordance with the design principles of the DAS and OOCEMP respectively, therefore securing the measures relevant to coastal flood defences during construction and operation.</p> <p>It should be noted that works within 16m of a coastal flood defence will be subject to approval or exemption of Environmental Permits with the Environment Agency. Relevant in principle agreements in relation to these permits are agreed between the Applicant and Environment Agency and included within the relevant SoCG (REP7-055).</p> <p>On 26/02/21, PCC confirmed that the avoidance of existing and proposed coastal defences (designated or otherwise) as set out and to be finalised in the detailed design, is welcomed. Discussions will continue between PCC, the Applicant and Coastal Partners to take any opportunities to resolve conflicts.</p> <p>As noted in PCC's Addendum to their response on coastal flood defence matters, there is agreement that the application documents including the DAS and the OOCEMP, draft DCO and Requirements secure relevant measures to protect and retain coastal flood defences during construction and operation, and provide for appropriate reinstatement of land affected by the Applicant's works. This response indicates that this matter is agreed between the parties.</p>	Agreed
PCC 4.7.5	Potential conflict with the proposed construction compound and delivery of NPI Phase 4	<p>PCC considers that depending on timing of the construction of the Proposed Development, there is the potential for conflict with delivery of NPI Phase 4 coastal defence works construction compound to the yard to the south-west of Kendall's Wharf.</p> <p>The Applicant has had several meetings and exchanged information with Coastal Partners, and engaged in discussions with them regarding programme constraints, with the intention of reaching agreement on appropriate measures to resolve the potential overlap which will be documented through a Works Co-operation agreement where appropriate between the Applicant, Coastal Partners and PCC. A Memo identifying the locations where works for both projects might overlap, assuming anticipated dates for the construction programmes for each scheme, and suggesting potential solutions for each location, together was discussed and updated following a meeting with Coastal Partners on 09/02/21. A copy of the updated Memo, Minutes of the meeting and a draft Works Co-operation Agreement were provided to Coastal Partners by 11/02/21</p> <p>Coastal Partners and PCC have considered the documents provided, and on 26/02/21, PCC advised that this approach is agreed in principle. However, the details of the cooperation agreement are still in progress and it is not yet clear if a resolution exists.</p> <p>As noted in PCC's Addendum to their response on matters coastal flood defence matters, PCC state that:</p>	Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
		<ul style="list-style-type: none"> <li>• They agree that there is the potential for some sharing of compounds, dependent on the final details to be proposed.</li> <li>• Concern is raised that some compounds are very small so there is limited space. An assessment of alternative locations could be required but feasible space is also very limited, largely due to protected habitats and existing access routes.</li> <li>• Sharing of compound areas could be agreed as a principle within the Works Co-operation Agreement with finer details to be agreed in a Method Statement including alignment of activities and agreed timescales</li> <li>• Aquind would need to cover all associated costs including costs of assessment of alternative locations, physical relocations or reorientations, legal or surveyor costs, planning costs and costs linked to any delays in CP's programme</li> <li>• Relocation would need to be undertaken Oct-Mar inclusive</li> </ul> <p>In response, the Applicant notes that the parties continue to have meaningful engagement on the form of the Works Co-operation Agreement and envisage being in a position to reach agreement within the next couple of weeks.</p> <p>This matter remains unresolved at DL8.</p>	
<b>PCC 4.7.6</b>	Cumulative construction traffic effects/potential impacts on access to the NPI construction compound	<p>PCC is concerned that the Access and Rights of Way Plans include land to the east of the highway that raises potential concern that:</p> <ul style="list-style-type: none"> <li>(a) south of the Langstone Harbour Viewing Car Park where land will be realigned in 2022 as part of the NPI Phase 4 coastal defence works; and</li> <li>(b) on the northern end of Milton Common, this area will be used as a construction compound during the NPI Phase 4 works and based on the current construction programme will be unavailable from April 2021 until September 2022.</li> </ul> <p>Further detail on Cumulative effects are set out in Chapter 29 of the ES (APP-144).</p> <p>The Applicant has had several meetings and exchanged information with Coastal Partners and engaged in discussions with them regarding programme constraints, with the intention of reaching agreement on appropriate measures to resolve the potential overlap which will be documented through a Works Co-operation agreement where appropriate between the Applicant, Coastal Partners and PCC. A Memo identifying the locations where works for both projects might overlap, assuming anticipated dates for the construction programmes for each scheme, and suggesting potential solutions for each location, together was discussed and updated following a meeting with Coastal Partners on 09/02/21. A copy of the updated Memo, Minutes of the meeting and a draft Works Co-operation Agreement were provided to Coastal Partners by 11/02/21</p> <p>Coastal Partners and PCC have considered the documents provided. On 26/02/21, PCC provided further information in response, and advised that it is concerned that the Access and Rights of Way Plans include land to the east of the highway that raises potential concern that:</p> <ul style="list-style-type: none"> <li>(a) the area of land south of Great Salterns Mansion (Access AC/8/c as shown on sheet 8 of 10 on the Access and Rights of Way Plans) where this land will be used in 2021, 2022 and 2023 as vital compound space to deliver the NPI Phase 4 coastal defence works;</li> <li>(b) south of the Langstone Harbour Viewing Car Park where land will be realigned in 2022 &amp; 2023 as part of the NPI Phase 4 coastal defence works; and</li> <li>(c) on the northern end of Milton Common, this area will be used as a construction compound during the NPI Phase 4 works and based on the current construction programme will be unavailable from April 2022 until September 2023.</li> </ul>	Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
		<p>PCC have advised that the use of a Works Co-operation Agreement is agreed in principle; however, the details of the cooperation agreement are still in progress and it is not yet clear if a resolution exists. As noted in PCC's Addendum to their response on matters coastal flood defence matters, PCC state that:</p> <ul style="list-style-type: none"> <li>• Any change in programme for the CP project will result in significant costs, given the tight seasonal constraints that exist. For example, a 12 week interruption is effectively 50% of the year's construction period.</li> <li>• CP are happy to work with the Applicant to minimise overlaps</li> <li>• All associated costs with delays will need to be covered by Aquind if programming cannot be resolved</li> <li>• Given the significant public benefit of the FCERM schemes and the existing flood and associated risks, PCC/CP feel it is reasonable for 'careful programming' to also include a review of certain elements of Aquind's programme, to avoid conflicts.</li> <li>• It should be noted that certain compounds (4 &amp; 5) form the main access to the FCERM works during 2022.</li> <li>• Any delays to the North Portsea Island Phase 4b project will also have a knock on impact to Phase 5 (Ports Creek) as this scheme immediately follows completion of Phase 4b.</li> <li>• PCC/CP feel that the Agreement should also look at opportunities for cooperating to minimise impacts in addition to resolving conflicts. For example, could collaborative working allow the cable works to be undertaken whilst CP have the ground excavated?</li> </ul> <p>In response, the Applicant notes that the parties continue to have meaningful engagement on the form of the Works Co-operation Agreement and envisage being in a position to reach agreement within the next couple of weeks.</p> <p>This matter remains unresolved at DL8.</p>	RAG
PCC 4.7.7	Mitigation - Onshore Outline CEMP – General Environmental Control Measures	<p>The principles for Ordinary Watercourse crossings are detailed in ES Appendix 20.3 (Watercourses Summary) (APP-308) section 20.7 (embedded mitigation) and 20.9 (mitigation and enhancement) of ES Chapter 20 (APP-135) and are replicated within section 5.7 of the OOCEMP (REP7-032).</p> <p>The principles for management of surface water and groundwater flood risk along the Onshore Cable Route during construction are detailed in ES Chapter 19 Groundwater (APP-134) and ES Chapter 20 Surface Water Resources and Flood Risk (APP-135) respectively and are replicated in section 5.6 &amp; 5.7 of the OOCEMP (REP7-032).</p> <p>Requirement 15 (Construction environmental management plan) of the draft DCO (REP7-013) requires the submission of a construction environment management plan, in accordance with the OOCEMP, therefore securing the principles for works affecting Ordinary Watercourses crossings during construction. Ordinary Watercourse Consent approval or exemption will be sought in addition to any approval granted by the DCO as discussed in PCC 4.7.8.</p> <p>On 25 January 2021, PCC noted that details regarding the existing and proposed flood defences and embedded mitigation in paragraph 20.7.5.6 set out in section 20.5.5 the ES Chapter 20 (APP-135) are yet to be agreed. However further to this, the Applicant notes that specific matters in relation to flood defences are agreed in principle with Coastal Partners as discussed in PCC 4.7.4 above and as embedded into the DAS (REP7-021) and OOCEMP (REP7-032) as appropriate.</p> <p>PCC note that predicted impacts have been well thought out. There is, as with groundwater, more detail expected at detailed design stage. For example, if a trench were to become inundated with surface water from prolonged or heavy rainfall how this would be mitigated and discharged to the environment.</p>	Agreed

Ref.	Description of matter	Current Position	RAG
		<p>On 25 January 2021, PCC noted that with regard to local mitigation set out in the OOCEMP, the measures are agreed in principle, with the following comments:</p> <ul style="list-style-type: none"> <li>a) Please add PCC LLFA to list of consultees in 6.3.5.9 and 6.3.5.12 for standards, consents, Temporary Site Water Management Plan and all other items of relevance relating to drainage and surface water flood risk.</li> <li>b) AQUIND also need to be aware of the nature of WC14 as critical infrastructure for Portsmouth - as Great Salterns Lake drains approximately ¼ of the islands surface water. The pumps are Environment Agency assets.</li> <li>c) PCC are unclear on reference to 'HE' as noted in regulator, should this read PCC LLFA or Highways Authority?</li> <li>d) There is also a highways drainage box culvert immediately south of WC14, which drains into the lake from Eastern Road highway drainage, it is at depth from carriageway surface and should not be prohibitive to the proposal</li> </ul> <p>In response:</p> <ul style="list-style-type: none"> <li>a) The Applicant shall include PCC LLFA as a named consultee alongside approval from the relevant planning authority where relevant to drainage and surface water flood risk parts of Requirement 6, 12 and 15 of the dDCO. It should also be noted that PCC LLFA are listed against item 6 (Ordinary Watercourse Consent) of the other Consents and Licences (REP6-24) which is in addition to any grant of DCO as discussed in PCC 4.7.8.</li> <li>b) The Applicant acknowledges that WC14 is critical infrastructure in relation to flood risk management within Portsmouth. Great Salterns Drain and pumping apparatus is part of a Main River and will be subject to environmental permitting with the Environment Agency prior to commencement of works. Overarching principles for construction works over culverted watercourses are embedded into Section 5.7 and 6.2.7 of the OOCEMP (REP7-032) and have been discussed and agreed with the Environment Agency as reflected within the SoCG between the Applicant and EA (onshore) (REP7-055).</li> <li>c) Reference to 'HE' within Table 6.1 of the OOCEMP shall be updated to reflect 'PCC LLFA and/ or Highways Authority and reference to the highways drainage box culvert immediately south of this location.</li> <li>d) The Applicant welcomes the share of information regarding the highways drainage box culvert immediately south of WC14 which will be considered alongside other culverted watercourses at the detailed design stage. Prior to construction and excavation works the Applicant will undertake a full utility search including a request for as-built information of all known affected culverts. This information will be used to progress detailed design in relation to all crossings. Trial holes will also be carried out on all crossings to confirm that as-built information is correct prior to construction. Detail of this process ahead of construction have been added to the OOCEMP for submission at Deadline 8.</li> </ul> <p>The Applicant confirms further details regarding detailed design, including surface water and groundwater management, will be developed in the construction environmental management plan in accordance with the OOCEMP, as secured by Requirement 15 of the dDCO (REP7-013). Furthermore, the Applicant confirms it will plan works and develop a safe system of works to avoid damage to any existing infrastructure.</p> <p>However, should any drainage infrastructure be damaged as a direct consequence of the works undertaken by the Applicant, proportionate remedial works would be undertaken to reinstate the affected infrastructure. Such provisions would be agreed with PCC LLFA through relevant Environmental Permitting based upon the overarching principles for construction works over watercourses are embedded into Section 5.7 of the OOCEMP. PCC LLFA have noted that they will be available for onsite advice at short notice for any such issues, or for previously unknown drainage / flood risk infrastructure encountered during construction stage.</p> <p>The principles for surface water and groundwater principles set out within the OOCEMP are agreed by both parties.</p>	

Ref.	Description of matter	Current Position	RAG
PCC 4.7.8	Ordinary Watercourse Consent	<p>Ordinary Watercourse Consent is separate to, and in addition to any grant of DCO consent.</p> <p>Whilst the permitting process will be completed after detailed design, the general principles in relation to the surface water resources and flood risk environment as per the Flood Risk Assessment (APP-439), ES Appendix 20.3 (Watercourses Summary) (APP-308), ES Chapter 20 Surface Water Resources and Flood Risk (APP-135) have been embedded into the OOCEMP (REP7-032) as discussed and agreed in PCC 4.7.7.</p> <p>Whilst PCC as LLFA cannot guarantee approval of permits until all permit application information, with full details of the proposed construction methodology, has been submitted; the Applicant believes that the general principles to be adopted ensure there should not be any impediment to a permit/exemption being provided to enable construction of the Proposed Development.</p> <p>Where appropriate, and where Environmental Permits (Ordinary Watercourse Consent) approval or exemption is required, as detailed in the Other Consents and Licences document (REP6-024), detailed information for the relevant Environmental Permitting will be submitted to PCC LLFA for review and approval and will follow the construction principles outlined within section 5.6 &amp; 5.7 of the OOCEMP (REP7-032) as secured within Requirement 15 of the draft DCO (REP7-013).</p> <p>The principles for Ordinary Watercourse Consent and construction principles set out within the OOCEMP are agreed.</p>	Agreed
PCC 4.7.9	Flood Risk Assessment and Flood Risk Addendum	<p>The Flood Risk Assessment (APP-439), includes an assessment methodology including consideration of climate change, on and off-site impacts and proposed mitigations relevant to the flood risk environment.</p> <p>The Applicant agreed that the FRA (APP-439) required updating following a change in Flood Zone from 2 to 3 at the ORS location.</p> <p>The Flood Risk Assessment (APP-439) is now supplemented by the Flood Risk Assessment Addendum (REP1-157), of which the assessment methodology including updated consideration of climate change, on and off-site impacts and proposed mitigations relevant to the tidal environment, which is supported by the EA.</p> <p>Existing and updated inbuilt design measures, namely ORS surface water management discussed in PCC 4.7.10 and ORS tidal flood management discussed in PCC 4.7.11 alongside other design measures and construction mitigation are included within the Design and Access Statement (REP7-021) and OOCEMP (REP7-032).</p> <p>Requirement 15 (Construction Environmental Management Plan) of the draft DCO (REP7-013) requires the submission of a Construction Environmental Management Plan, in accordance with the OOCEMP (REP7-032), and Requirement 6 (Detailed design approval) of the draft DCO (REP7-013) requires the design of the Proposed Development to be in accordance with the design principles of the DAS (REP7-021) and Flood Risk Assessment measures as included within the Flood Risk Assessment and Flood Risk Assessment Addendum, therefore securing these principles.</p> <p>Following on from the meeting with PCC's LLFA on 26 November 2020, where items relevant to the flood risk environment were discussed, PCC LLFA confirmed that the Flood Risk Assessment Addendum and Sequential Test Addendum were accepted.</p> <p>This matter is agreed from LLFA perspective (surface water and groundwater) by PCC noting that tidal and fluvial matters are agreed with the Environment Agency (EA) as reflected in the onshore Statement of Common Ground between the Applicant and the EA submitted at Deadline 7 (REP7-055). Specific matters in relation to works associated to coastal flood defences and Coastal Partners are agreed in principle as discussed in PCC 4.7.4 above.</p>	Agreed

Ref.	Description of matter	Current Position	RAG
PCC 4.7.10	Flood Risk Assessment (ORS Operational Surface Water Management)	<p>Outline principles of the surface water drainage strategy at the ORS are included within the Flood Risk Assessment (APP-439).</p> <p>Draft DCO (REP7-013) Requirement 6 (Detailed design approval) requires the design of the Proposed Development to be in accordance with the design principles of the DAS (REP7-21) and Flood Risk Assessment measures therefore securing the principles within the Flood Risk Assessment (APP-439) and Flood Risk Assessment Addendum (REP1-157).</p> <p>Following on from the meeting with PCC's LLFA on 26 November 2020, where items relevant to the flood risk environment were discussed, the LLFA confirmed that the FRA Addendum and Sequential Test Addendum were accepted.</p> <p>On 25 January 2021, PCC noted that the surface water run-off rate from ORS is defined by current planning policy - in that it cannot be increased from the pre-development run-off rate. Predicted impacts have been well thought out and this matter is now agreed.</p>	Agreed
PCC 4.7.11	Flood Risk Assessment Addendum (ORS Operational Tidal Flood Risk Management)	<p>The Applicant agreed that the FRA (APP-439) required updating following a change in Flood Zone from 2 to 3 at the ORS location.</p> <p>The Flood Risk Assessment (APP-439) is now supplemented by the Flood Risk Assessment Addendum (REP1-157). The assessment methodology, including consideration of climate change, on and off site impacts and proposed mitigations relevant to the tidal environment, is supported by the EA. Proposed inbuilt design measures and other mitigation measures are included within the Design and Access Statement (REP7-021) and OOCEMP (REP7-032).</p> <p>The draft DCO Requirement 6 (Detailed design approval) requires the design of the Proposed Development to be in accordance with the design principles of the DAS and Flood Risk Assessment measures, therefore securing the principles within the Flood Risk Assessment (APP-439) and Flood Risk Assessment Addendum (REP1-157).</p> <p>These tidal flood risk design measures for the ORS have been embedded into the Design and Access Statement (REP7-021). Following on from the meeting with PCC's LLFA on 26 November 2020, where items relevant to the flood risk environment were discussed, the LLFA confirmed that the FRA Addendum and Sequential Test Addendum were accepted and this matter is now agreed.</p>	Agreed
PCC 4.7.12	Sequential and Exception Test Addendum	<p>Following a change in Flood Zone from 2 to 3 at the ORS location a Sequential and Exception Test Addendum (REP1-158) was prepared and submitted at Deadline 1 to demonstrate that the requirements of the sequential and exception test have been met.</p> <p>Following on from the meeting with PCC's LLFA on 26 November 2020, where items relevant to the flood risk environment were discussed, the LLFA confirmed that the FRA Addendum and Sequential Test Addendum were accepted, with the LLFA confirming this item can be updated to reflect agreement. On 25 October 2021, PCC confirmed agreement to this matter.</p>	Agreed
PCC 4.7.13	Predicted Impacts	<p>The impacts of the Proposed Development in relation to the Onshore Cable Corridor and Landfall are identified at section 20.7 of Chapter 20 of the ES (APP-135).</p> <p>Following on from the meeting with PCC's LLFA on 26 November 2020, where items relevant to the flood risk environment were discussed, the LLFA confirmed that the FRA Addendum and Sequential Test Addendum were accepted. PCC noted that predicted impacts are well thought out as discussed in PCC 4.7.7 and PCC have confirmed agreement on this matter.</p>	Agreed

Ref.	Description of matter	Current Position	RAG
<b>PCC 4.7.14</b>	Residual effects	<p>Following on from the meeting with PCC's LLFA on 26 November 2020, where items relevant to the flood risk environment were discussed, the LLFA confirmed that the FRA Addendum and Sequential Test Addendum were accepted.</p> <p>On 25 January 21, PCC confirmed, with regard to residual effects, that PCC LLFA agreed with the outline assessment of residual effects in Table 20.12 of ES Chapter 20 Surface Water and Flood Risk (APP-135).</p>	Agreed

#### 4.8. HERITAGE AND ARCHAEOLOGY

**Table 4.8 – Heritage and Archaeology**

Ref.	Description of matter	Current Position	RAG
<b>Heritage and Archaeology</b>			
<b>PCC 4.8.1</b>	ES Methodology – study area	It is agreed that the study area of 500 m as set out in section 21.1.2 of ES Chapter 21 (APP-136) is appropriate.	Agreed
<b>PCC 4.8.2</b>	Engagement	It is agreed that engagement will be undertaken with the Hampshire County Council (HCC) Archaeologist, as representative for PCC.	Agreed
<b>PCC 4.8.3</b>	Scope of Geophysical Survey	The scope is agreed with the HCC Archaeologist, and survey subsequently completed.	Agreed
<b>PCC 4.8.4</b>	ES Baseline	<p>The baseline environment is set out at section 21.5 of ES Chapter 21 (APP-136). The Applicant welcomes PCC's review and agreement of this baseline for the relevant sections. Further to the identified areas of archaeological interest, Requirement 14 provides for the provision of a written scheme of investigation and is yet to be agreed.</p> <p>PCC note that at 21.5.11.2., the applicant states that "this Section does not contain any Designated Heritage Assets but does lie within the vicinity of two Scheduled Monuments". It is noted that a Scheduled Ancient Monument is a Designated Heritage Asset.</p> <p>At 21.5.11.10. PCC also agree with the applicant's assessment that Fort Cumberland is considered to be of Very high significance, and that its setting makes a high contribution to its significance.</p> <p>The Applicant confirms it is agreed that Fort Cumberland Scheduled Monument is an asset of Very High significance. With regard to the statement in paragraph 21.5.11.2 of Chapter 21 of the ES (APP-136), this refers to the Order Limits. Fort Cumberland, a Scheduled Monument of Very High significance, lies outside of the Site (i.e. not within the boundary of the Order Limits). Therefore the statement is accurate.</p>	Agreed
<b>PCC 4.8.5</b>	Predicted impacts	<p>Impacts considered to have the potential to give rise to likely significant effects are set out at section 21.6.2 of ES Chapter 21 (APP-136).</p> <p>At D6, PCC (REP6-083) advised that at section 21.6.2 the applicant does not identify, acknowledge or address the impact of the proposed ORS on the setting/ open character of the scheduled Fort Cumberland. PCC considered this to be a significant shortcoming, and did not agree that this represents an accurate reflection of the predicted impacts</p>	Not Agree3d

Ref.	Description of matter	Current Position	RAG
		<p>The Applicant provided a detailed response on this matter in Table 2.2 of 'Applicant's Response to Deadline 4 Submissions', <i>Document Reference 7.9.23, 70-78</i>).</p> <p>The negligible impact as assessed in Chapter 21 of the ES (APP-136) is considered by the Applicant to be robust, having been determined in accordance with Historic England guidance (GPA Setting). The Applicant considers the impact to the significance of Fort Cumberland is negligible in respect of views from the western ravelin, based on the distance from the asset and the presence of a modern residential housing estate, located 15m to the north-west of the proposed ORS compound. The ORS would not have a significant impact on how the asset (when taken as a whole) is appreciated and understood.</p> <p>It has been agreed between the Applicant and Historic England that the proposed ORS would not result in substantial harm to the Fort Cumberland Scheduled Monument and Grade II*listed building (Document Ref. 7.5.13, ref 3.1.5). Historic England maintain that the level of harm is less than substantial whilst the Applicant considers the overall effect to Fort Cumberland scheduled monument is negligible. Irrespective of this differing professional opinion, in EIA terms the proposed change would not constitute a 'significant' environmental effect warranting substantial design amendments to the proposed scheme.</p> <p>On 25/02/21. PCC confirmed that this matter was not agreed. PCC consider that this assessment also ignores views towards the asset, rather than simply from the asset. (See comments previously provided by PCC (dated 14.01.21)). PCC also noted that alterations (reductions) to the height, scale, footprint, design and landscaping associated with the structure would reduce its impact. PCC consider this is a legitimate objective, consistent with national and local policy, and good conservation practice. PCC do not consider that the Applicant has considered such alterations.</p> <p>In response, the Applicant maintains that the negligible impact as assessed in Chapter 21 of the ES (APP-136) is robust, and considers the ORS would not have a significant impact on how the asset (when taken as a whole) is appreciated and understood. This matter is therefore not agreed between the parties.</p>	
<b>PCC 4.8.6</b>	Mitigation - Onshore Outline CEMP – General Environmental Control Measures	<p>The measures set out in section 5.8 (Heritage and Archaeology) of the Onshore Outline CEMP (REP7-032) are yet to be agreed.</p> <p>The Applicant notes that PCC seek further detail and strengthening of the proposed archaeological mitigation strategy, including the submission of a WSI (REP1-193). Although the WSI has yet to be produced, there is agreement on the proposed outline strategy and timing of further archaeological works with Hampshire County Council (HCC) archaeological advisor, as outlined below.</p> <p>It was agreed with the HCC Archaeologist during the ES assessment stage (paragraph 21.3.4.1 of ES Chapter 21, (APP-136)) that any further, intrusive, investigation (i.e. trial trenching and/or strip, map and sample) following the geophysical survey that was undertaken and submitted for the DCO Application (Appendix 21.3 of the ES, APP-443) would be carried out post DCO consent. Each of stage of investigation will be directed by a WSI outlining the scope and methodology, in accordance with Requirement 14 Archaeology, of the draft DCO (REP7-013).</p> <p>On 22/02/21, PCC advised that a final response would be confirmed following a detailed consideration of the Requirements, subject to review from their Legal Team.</p> <p>On 01/03/21, PCC confirmed this matter was agreed.</p>	Agreed
<b>PCC 4.8.7</b>	Mitigation - Onshore Outline CEMP –	<p>The measures set out in section 7.1 (Onshore Monitoring Plan - Heritage and Archaeology - Archaeological remains) of the Onshore Outline CEMP (REP7-032) are yet to be agreed.</p>	Agreed

Ref.	Description of matter	Current Position	RAG
	Onshore Monitoring Plan	Whilst the WSI is yet to be produced, the Applicant notes that the PCC's archaeological advisor (HCC) is satisfied with the information submitted in the Environmental Statement in relation to the three proposed strategies (greenfield, brownfield and highway) for addressing the archaeological potential within the route parameters.	
<b>PCC 4.8.8</b>	Residual effects	<p>Subject to further discussion in relation to predicted impacts and mitigation measures, the Applicant seeks PCC's agreement of the assessment of residual effects set out at section 21.9 and table 21.6 of Chapter 21 of the ES (APP-136).</p> <p>PCC do not agree with the applicant that during the Operational Stage, the only residual effect on Designated Heritage Assets would be in relation to Scotland (Cottage). This fails to acknowledge/ ignores the impact of the proposed ORS on the setting/open character of Fort Cumberland.</p> <p>The Applicant directs to the response to 4.8.5 above.</p> <p>On 22/02/21, PCC confirmed this matter was not agreed,</p> <p>In response, the Applicant maintains that the negligible impact as assessed in Chapter 21 of the ES (APP-136) is robust, and considers the ORS would not have a significant impact on how the asset (when taken as a whole) is appreciated and understood. This matter is therefore not agreed between the parties.</p>	Not Agreed
<b>PCC 4.8.9</b>	Requirement 14 - Archaeology	<p>Draft DCO (REP1-021)) Requirement 14 requiring a Written Scheme of Investigation for areas of interest as identified in the ES (LPA approval), with works carried out in accordance with the approved scheme is agreed.</p> <p>The Applicant noted in the response to 4.8.6, that HCC is content with the proposed methodology set out in the ES. It was agreed that any further, intrusive, investigation (i.e. trial trenching and/or strip, map and sample) following the geophysical survey that was undertaken and submitted for the DCO Application (Appendix 21.3 of the ES, APP-443) would be carried out post DCO consent.</p> <p>Each of stage of investigation will be directed by a WSI outlining the scope and methodology, in accordance with Requirement 14 Archaeology, of the draft DCO (REP7-013).</p> <p>On 22/02/21, PCC confirmed this matter was agreed.</p>	Agreed

## 4.9. TRAFFIC AND TRANSPORT

**Table 4.9 – Traffic and Transport**

Ref.	Description of matter	Current Position	RAG
<b>Traffic/Transport/Highways</b>			
<b>PCC 4.9.1</b>	ES Methodology – Study Area & Model	The details within section 22.1.2 of ES Chapter 22 (APP-137)) and the Transport Assessment, incorporating the Sub Regional Transport Model (SRTM) Scoping Note (APP-448) were confirmed as agreed at a meeting between the Applicant and PCC on 08/12/2020.	Agreed
<b>PCC 4.9.2</b>	ES Methodology - Scenarios	The assessment methodology as per section 22.4 of ES Chapter 22 (APP-137) and the coding note to be tested within the SRTM is agreed.	Agreed

Ref.	Description of matter	Current Position	RAG
		<p>The Transport Assessment, incorporating the SRTM Scoping Note (APP-448 was supplemented by a Technical Note (ERTN01) prepared by the Applicant to address modelling queries raised by PCC concerning a "worst case" scenario covering a possible cable route along the A2030 between Tangier Road and Eastern Avenue and cumulative residual impacts of traffic merging to pass-by works. PCC confirmed agreement of the assessment at a meeting between the Applicant and PCC on 08/12/2020 following review of the Technical Note.</p>	
<p><b>PCC 4.9.3</b></p>	<p>Predicted impacts</p>	<p>The predicted impacts are identified in section 22.6 (specifically sections 22.6.8 to 22.6.14) of ES Chapter 22 (APP-137) are not agreed.</p> <p>PCC do not agree that the scale of impacts is correctly stated.</p> <p>On 25/01/21 PCC advised (in dialogue with the Applicant) that the predicted impacts do not include either capacity or safety effects on roads not included within the SRTM and to that degree remain incomplete. The Applicant noted PCC's concern regarding roads not included in the SRTM and further noted PCC's agreement that detailed assessment of these roads is not practical or required, but PCC seeks flexibility to require traffic management on these roads when individual Traffic Management Strategies are created. The Applicant considered how such measures may be incorporated into the FTMS.</p> <p>On 25/01/21, PCC advised that the implications of joint bays now proposed within the highway remain to be assessed.</p> <p>The Applicant noted the comments, which were discussed at a meeting with PCC held on 21/01/21. The Applicant continued to engage with PCC on this matter and sought to provide clarity on the assessment of Joint Bays, noting that all Joint Bays will be constructed within the parameters of the mitigations provided for in the FTMS.</p> <p>On 26/02/21, PCC confirmed that:  <i>"Fundamentally this relies on the findings of the Solent Region Transport Model and Road Safety Technical Note, however this is a strategic model which only considers the strategic routes in the network. It is our view that this needs to be moderated manually to take account of those circumstances where the base model predictions do not reflect the observed case, planned mitigations (such as the signing strategy which directs traffic to different routes than are predicted in the model) and to determine impacts on non-strategic roads not included in the model nor addressed in the Road Safety Technical Note.</i></p> <p><i>Determination of the impacts is further frustrated by optionality in the cable route and the joint bay locations only being indicative. It is the LHA view that greater certainty over these elements is required to reasonably establish the impacts.</i></p> <p><i>Whilst recognising the limitations of the SRTM it is Aquind's view that the approach taken to determine the impacts of the proposal is sufficiently robust despite not considering the non-strategic roads at all."</i></p> <p>In response, the Applicant notes that the use of the SRTM was agreed as part of the scoping exercise completed with PCC prior to submission of the DCO application. It is also incorrect to state the SRTM includes only 'strategic routes in the network' with numerous non-strategic residential roads included across the PCC network as have been assessed within the Transport Assessment, Environmental Statement, Supplementary Transport Assessment, ES Addendum 2 and Supplementary Transport Assessment Addendum. The Applicant also remains of the view that the assessments completed are representative of impacts which may occur on roads which are not included within the SRTM. A strategy for mitigating such impacts is included within the FTMS submitted at D8 (Section 2.6), which was the strategy agreed with PCC in order to deal with these potential impacts.</p>	<p>Not Agreed</p>

Ref.	Description of matter	Current Position	RAG
		This matter is not agreed between the parties.	
PCC 4.9.4	Mitigation - Onshore Outline CEMP – General Environmental Control Measures	<p>The following measures set out in the Onshore Outline CEMP, the most up to date version of which is (REP7-032):</p> <ul style="list-style-type: none"> <li>• Section 5.9 (Traffic and Transport) of the Onshore Outline CEMP, referring to the Framework CTMP and Framework TMS;</li> <li>• Section 5.12 (Socio-Economics), of the Onshore Outline CEMP referring to the Framework CTMP, Framework TMS and additional traffic management,</li> </ul> <p>are not agreed.</p> <p>On 25/01/21, PCC advised (in dialogue with the Applicant) that the mitigation measures required on roads not included within the SRTM and for which the predicted impacts remain to be determined have yet to be identified. The Applicant notes PCC’s concern regarding roads not included in the SRTM and further notes PCC’s agreement that detailed assessment of these roads is not practical or required, but PCC seeks flexibility to require traffic management on these roads when individual Traffic Management Strategies are created (as discussed above at 4.9.3). The Applicant has incorporated this into Section 2.6 of the FTMS submitted at D8.</p> <p>On 25/01/21, PCC also advised that the safety and suitability of access points: AC/7/a, AC/8/b, AC9/a, AC9/d are not yet agreed,</p> <p>See the Applicant’s response to PCC 4.9.3 (above) regarding the use of the SRTM to assess predicted impacts across PCC’s highway network.</p>	Not Agreed

With regards to individual access points, the Applicant has made the following updates since D7:

- AC/7/a: The indicative location of Joint Bay 22 has been relocated within the Joint Bay Feasibility Report (REP7-098) to ensure it does not clash with the construction access from A2030 Eastern Road into Zetland Fields which PCC had expressed as a concern. Following a meeting between the Applicant and PCC on the 09/02/21 it is understood that his concern has now been resolved.
- AC/8/b, AC/9/a and AC/9/d: The updated FCMTMP submitted prior to Deadline 8 includes controls to ensure these junctions operate only as a left-in / left-out basis and provided details of construction traffic routes off Portsea Island on this basis. Following a meeting between the Applicant and PCC on the 09/02/21 it is understood these amendments overcome PCC's concerns in relation to these access junctions.

*On 26/02/21, PCC advised that they did not agree that the mitigation of impacts can reasonably be judged through the Framework Traffic Management Plan and Construction Traffic Management Plan particularly given the optionality preserved for the contractor in routing and programming / scheduling works and in respect of impacts (both capacity and safety) which have not been determined on the non strategic roads. It is the LHA view that Aquind should have secured early contractor involvement and been able to be specific about both the cable route and have developed the section specific detailed traffic management plans and construction traffic management plans to inform the ExA.*

*Without those there are too many variables and unknowns to be able to determine that the impacts can be reasonably mitigated to allow a positive determination of the DCO.*

*The Applicant also remains of the view that the assessments completed are representative of impacts which may occur on roads which are not included within the SRTM.*

In response on this matter, the Applicant does not agree that early contractor involvement is necessary at this stage given that permission for the Development Proposals has not yet been granted, with the level of assessment completed being appropriate for the current stage of the project. Early contractor involvement would also not be practical at this stage as a Contractor would not be able to complete detailed designs and related engineering requirements. Sufficient approval powers are provided within the DCO to PCC in connection with detailed traffic management and construction traffic management controls.

*PCC also advised on 26/02/21, that they did not agree that the approach to determining the availability of alternative on street parking spaces for vehicles displaced during the construction works is fundamentally sound both in terms of the walking distances assumed, survey methodology employed and assumed capacity in those roads which have not been subject to survey.*

In response on this matter, The Applicant maintains that the assessment of on-street parking contained within the STA and STA Addendum is robust which is based upon the Lambeth parking survey methodology which PCC recommend for use within paragraph 3.9 of their 'Adopted parking standards and transport assessments' Supplementary Planning Document.

*PCC also advised on 26/02/21, that we do not seem to be able to agree specific wording that the carriageway is to be in no worse condition upon completion of the works than it was prior to commencement when using photographic / scanner assessment despite agreeing to those forms of condition assessment.*

In response, the Applicant notes that the FCTMP (para. 7.4.1.3 submitted prior to D8 include the following paragraph "*Highway reinstatement will be completed in accordance with the New Roads and Street Works Act 1991 and will be subject to post reinstatement liabilities in respect to that Act. Where a notice pursuant to Section 58 or 58A has been issued in relation to the relevant part of the public highway and the prescribed period in that notice remains in effect when the works are undertaken such reinstatement may include half or full carriageway reinstatement, to be agreed with the relevant highway authority. Completion of satisfactory reinstatement will be agreed with the relevant local highway authority through the use of post-completion*

Ref.	Description of matter	Current Position	RAG
		<p><i>photographic and scanner surveys.</i>" The fact that such reinstatement would need to be agreed with PCC as highway authority is, in the view of the Applicant, sufficient to secure the necessary highway reinstatement requirements</p> <p>This matter is not agreed between the parties.</p>	
<p><b>PCC</b> <b>4.9.5</b></p>	<p>Mitigation - Onshore Outline CEMP – Location Specific Construction Environmental Control Measures</p>	<p>The measures set out in sections 6.2.7 (Noise and Vibration), referring to out of hours working hours and section 6.2.9 (Human Health), referring to road closures and access, of the Onshore Outline CEMP (REP7-032), and in the OOCEMP updated at DL8 General 'location-specific' environmental control measures are in Section 6 of the OOCEMP, with Noise and Vibration is at Section 6.2.8 and Human Health is at Section 6.2.10 are not resolved at DL8.</p> <p>A meeting was held with the PCC EHO on 07/01/21, where this matter was discussed further.</p> <p>The Applicant welcomes PCC's response following this meeting, to confirm whether this position is now agreed.</p> <p>The Applicant notes that a response has not been received from PCC in time for this matter to be finalised at DL8.</p> <p>This matter remains unresolved at DL8.</p>	<p>Unresolved at DL8</p>
<p><b>PCC</b> <b>4.9.6</b></p>	<p>Residual effects</p>	<p>The assessment of residual effects set out in section 22.9 and table 22.10 of Chapter 22 of the ES (APP-137) and ES Addendum Chapter 15 (REP1-138), the updated by the ES Addendum (APP-137) and ES Addendum 2 (submitted at D7), and relevant considerations in the Road Safety Technical Note REP6-071, Portsbridge Roundabout Technical Note REP6-076 , the FTMP and FCTMP. These matters are not agreed between the parties.</p> <p>On 26/02/21, PCC provided the following response:</p> <p><i>Assessment of Impacts</i></p> <p><i>Fundamentally the assessment of impacts and mitigations relies on the application / findings of the Solent Region Transport Model and Road Safety Technical Note, however this is a strategic model which only considers the strategic routes in the network. Whilst this is the best existing traffic model available for the area and it is agreed that there is little value in further modelling work, it remains the LHA view that this needs to be moderated manually to take account of those circumstances where the base model predictions do not reflect the observed case, planned mitigations (such as the signing strategy which directs traffic to different routes than are predicted in the model) and to determine impacts on non strategic roads not included in the model nor addressed in the Road Safety Technical Note.</i></p> <p>In response on this matter, the Applicant notes that use of the SRTM was agreed with PCC as part of the scoping exercise completed prior to submission of the DCO application and maintains that the assessments completed are robust. The Applicant also agrees with PCC that there would be no benefit in completing further traffic modelling.</p> <p><i>Road Safety Technical Note REP6-071 (PH)</i></p> <p><i>The applicant contends that Road Safety Technical Note and general approach to assessment is representative of impacts of roads not included in the model and the assessment is wholly adequate for assessing the development impacts and notes the inclusion of the further traffic management options within the FTMS to be used to address impacts on roads not included in the model. Whilst welcome this does not resolve the fundamental difference</i></p>	<p>Not Agreed</p>

Ref.	Description of matter	Current Position	RAG
		<p><i>that the impact of the proposals on routes not included within the SRTM have not been assessed and consequently the PCC view remains that the ExA has insufficient information to determine the DCO despite the mitigation option types provided for in the revised FTMS</i></p> <p>In response on this matter the Applicant reiterates that the use of the SRTM was agreed as part of the scoping exercise completed with PCC prior to submission of the DCO application. It is also incorrect to state the SRTM includes only 'strategic routes in the network' with numerous non-strategic residential roads included across the PCC network as have been assessed within the Transport Assessment, Environmental Statement, Supplementary Transport Assessment, ES Addendum 2 and Supplementary Transport Assessment Addendum. The Applicant also remains of the view that the assessments completed are representative of impacts which may occur on roads which are not included within the SRTM and therefore that the Secretary of State does have sufficient information to determine the DCO. A strategy for mitigating such impacts is included within the FTMS submitted at D8 (Section 2.6), which was the strategy agreed with PCC in order to deal with these potential impacts.</p> <p><i>Portsbridge Roundabout Technical Note REP6-076 (SF)</i></p> <p><i>The applicant and PCC disagree what is, and is not, the logical diversion route around the proposed works for the on-shore cable corridor at A2030 Eastern Road however it is acknowledged that the SRTM model has shown the higher order route (M275) is predicted to be the preferred diversion for drivers attempting to avoid works at Eastern Road. Whilst this may be the case for drivers unfamiliar with the area, however those familiar and/or needing to reach areas in the east of Portsea Island are unlikely to take a far more circuitous route unless forced to. It is more likely drivers will take the nearest route round the works which will inevitably involve some uplift in movements leaving the A27 to Portsbridge Roundabout or potentially routing between primary routes utilising smaller residential roads, the safety impacts of which are unknown.</i></p> <p><i>It is acknowledged that the applicant has since produced an updated signage strategy, Travel Demand Management (TDM) strategy and communications strategy. There are also further measures proposed for the FTMS to address any safety concerns on residential roads. It remains to be seen whether the applicant has adequately modelled the impacts of the works, and whether these measures can counteract the significant disruption likely to be caused to traffic moving to/from Portsea Island. The LHA have the benefit of experience managing the network in this part of the city, and monitoring during the pandemic has shown that local traffic overwhelmingly favour using the route through the centre of Portsea Island, using Portsbridge Roundabout to access the northern areas of the city and the wider city region, with significant uplift of traffic year on year using this route and a decrease in traffic using the remaining two routes (M275/A2030) - presumably as a result of homeworking. This would suggest that the assumptions made by the model might not necessarily match the logical response/intuition of residents looking to avoid road works at Eastern Road.</i></p> <p><i>Model plots requested of the wider Portsmouth highway network have not been produced to show the outputs of the strategic model to better understand why the works would have the predicted effect of reducing the number of vehicles using Portsbridge Roundabout as well as the more predictable reduction in traffic at Eastern Road - if this were the case, it would be expected that significant east-west movements would be seen for vehicles routing across to/from the M275 which the applicant's modelling suggests is the preferred route. This diversionary east-west movement has not been borne out in the applicant's assessment which in part leads the LHA to conclude that the traffic is utilising the smaller residential roads which are not included in the strategic model. The updated mitigation strategies are welcomed, however at this late stage of the examination process, it is still not clear whether the scope and effectiveness of these strategies will be sufficient given that the LHA cannot have full confidence that the modelling accurately reflects the impacts.</i></p>	

In response, the Applicant reasserts that realistic worst-case and robust assessment on the highway network has already been completed within the Transport Assessment (APP448), Chapter 22 of the ES (APP-137), Supplementary Transport Assessment (REP1-142) and ES Addendum (REP1-137). The SRTM modelling is representative of impacts that may occur on roads not included within the model and therefore agrees with PCC's view that there is little benefit in undertaking further traffic modelling. The Applicant also notes reiterates that the safety impacts of traffic reassigning onto residential roads is known, as has been assessed within the Road Safety Technical Note and Supplementary Transport Assessment Addendum. In addition to this, and following discussion with PCC, the Applicant believes that concerns related to impacts on roads not included within the SRTM can be resolved through further traffic management mitigation measures that can be incorporated into individual Traffic Management Strategies as required by Section 2.6 of the FTMS submitted prior to D8; the approach to which has been agreed with PCC.

With regards to PCC's comments on the use of alternative routes into Portsea Island the Applicant notes that no evidence has been provided of such assertions and it remains the Applicant's view that the modelled assignment of traffic across the PCC network, based upon journey times between origin and destination, is robust. Given that the A2030 Eastern Road provides a link between the A27 and areas such as Fratton and Southsea at the southern end of Portsea Island it is also the Applicant's view that the M275 provides a legitimate alternative route for such trips and one that would be preferable to use of Portsbridge roundabout and A3 / A2047.

#### *Mitigation of Impacts*

*We do not agree that the mitigation of impacts can reasonably be judged through the framework Traffic Management Plan and Construction Traffic Management Plan particularly given the optionality preserved for the contractor in routing and programming / scheduling works and in respect of impacts (both capacity and safety) which have not been determined on the non strategic roads. It is the LHA view that Aquind should have secured early contractor involvement and been able to be specific about both the cable route and have developed the section specific detailed traffic management plans and construction traffic management plans to inform the ExA. Without those there are too many variables and unknowns to be able to determine that the impacts can be reasonably mitigated to allow a positive determination of the DCO*

*The Applicant also remains of the view that the assessments completed are representative of impacts which may occur on roads which are not included within the SRTM.*

In response on this matter, the Applicant does not agree that early contractor involvement is necessary at this stage given that permission for the Development Proposals has not yet been granted with the level of assessment completed being appropriate for the current stage of the project. Early contractor involvement would also not be practical at this stage as a Contractor would not be able to complete detailed designs and related engineering requirements. Sufficient approval powers are provided within the DCO to PCC in connection with detailed traffic management and construction traffic management controls.

*In addition, on 26/02/21 PCC advised that they do not agree that the approach to determining the availability of alternative on street parking spaces for vehicles displaced during the construction works is fundamentally sound both in terms of the walking distances assumed, survey methodology employed and assumed capacity in those roads which have not been subject to survey.*

In response on this matter, the Applicant maintains that the assessment of on-street parking contained within the STA and STA Addendum is robust which is based upon the Lambeth parking survey methodology which PCC recommend for use within paragraph 3.9 of their 'Adopted parking standards and transport assessments' Supplementary Planning Document.

Ref.	Description of matter	Current Position	RAG
		<p><i>In addition, PCC advised that we do not seem to be able to agree specific wording that the carriageway is to be in no worse condition upon completion of the works than it was prior to commencement when using photographic / scanner assessment despite agreeing to those forms of condition assessment</i></p> <p>The Applicant's response to PCC 4.9.4 (above) confirms the Applicant's position regarding reinstatement of highways.</p> <p>This matter is not agreed between the parties.</p>	
<p><b>PCC 4.9.7</b></p>	<p>Requirement 10 – Details of access to a Highway by Vehicular Traffic</p>	<p>Draft DCO (REP7-013) Requirement 10 requiring written details of siting, design, layout, visibility splays, access management measures and maintenance programme for permanent or temporary access to a highway to be used by vehicular traffic (LHA approval) is not agreed.</p> <p>On 25/01/21, PCC noted that the proposal to provide details of construction accesses as part of Section-Specific CTMPs was not acceptable. Rather, these need to be resolved at this stage to establish feasibility.</p> <p>In response, the Applicant considered the details provided in the FCTMP are appropriate at this stage of the project as they contain a standard detail layout for a typical construction access.</p> <p>On 26/02/21, PCC confirmed that the FCTMP D8 intended approach to new accesses is agreed although the indicative details are not sufficient to establish that safe accesses can be achieved in each specific location which will have site specific circumstances. The detailed design of the accesses is reserved to be considered through the individual section specific CTMPs. It is the LHA view that the ExA cannot therefore be confident that safety designs for these individual accesses can be achieved. It is the LHA view that the applicant should have secured early contractor involvement and been able to be specific about both the cable route and have developed the section specific detailed construction traffic management plans to inform the ExA. Without those there are too many variables and unknowns to be able to determine that the impacts can be reasonably mitigated to allow a positive determination of the DCO.</p> <p>In response, the Applicant welcomes PCC's agreement to the approach to new accesses set out in the updated FCTMP for D8. However, the Applicant maintains that the details provided in the FCTMP are appropriate at this stage of the project noting that the construction methodology and associated construction traffic management measures is based upon professional experience of similar projects. The Applicant does not agree that early contractor involvement is necessary at this stage given that permission for the Development Proposals has not yet been granted with the level of assessment completed being appropriate for the current stage of the project. Early contractor involvement would also not be practical at this stage as a Contractor would not be able to complete detailed designs and related engineering requirements.</p> <p>The Applicant also disagrees that the proposed construction access junctions cannot be safely implemented with their locations identified within the FCTMP also based upon professional judgement. The final design of all highway accesses is to be required to be agreed with the relevant highway authority before the commencement of works in relation to the relevant phase of works which the access is required through a Minor Works Agreement in accordance with Requirement 17 of the DCO.</p> <p>This matter is not agreed between the parties.</p>	<p>Not agreed</p>
<p><b>PCC 4.9.8</b></p>	<p>Requirement 17 – Construction</p>	<p>Draft DCO (REP7-013) Requirement 17 requiring a Construction Traffic Management Plan in accordance with the framework construction traffic management plan, per phase (LHA approval) is not agreed.</p>	<p>Not Agreed</p>

Ref.	Description of matter	Current Position	RAG
	Traffic Management Plan	<p>On 25/01/21, PCC noted that feedback on FCTMP was provided at D6 and updated at D7, awaiting response.</p> <p>The Applicant notes the comments made above and continued to engage with PCC on this matter to seek to confirm a position with PCC in advance of D8.</p> <p>On 26/02/2021, PCC confirmed that the FCTMP D8 is largely agreed although:</p> <p><i>Para 2.8.7.5 and table 6 at para 3.6.1.1 considers access for AILs and explains that where these are required for delivery of cable drums to joint bays they will may be limited to overnight / weekend periods to mitigate the impact of loads moving through the highway network; however this does not recognise that residential parking demand is increased in the evenings and at weekends. Where on street parking suspensions are necessary to facilitate access of AILs this should be undertaken during the day (outside of peak hours) as was reported to the ExA in ISH5 by Mr Williams on behalf of the applicant.</i></p> <p><i>Para 7.4.1.3 helpfully explains that reinstatement will be agreed with the relevant LHA through the use of post condition photographic and scanner surveys. It is the LHA view that when so assessed the condition of the highway must as a minimum be no worse than that found prior to the commencement of the works and the FCTMP should be explicit in that regard.</i></p> <p>In response, the Applicant welcomes PCC's broad agreement to the FCTMP.</p> <p>Paragraph 2.8.7.5 of the FCTMP states that <i>'Where AIL movements are required these will be undertaken outside of school opening / closing times, peak hours, and may be limited to weekend and overnight periods to mitigate the impact of these moving through the highway network.'</i> Such occurrences would therefore take place specifically to mitigate impacts and would not take place along routes where the impacts of such would be greater at night or during weekends. The Applicant maintains that the details provided in the FCTMP confirm matters which address PCC's comments in relation to AILs. The Applicant's response to PCC 4.9.4 (above) confirms the Applicant's position regarding reinstatement of highways.</p> <p>This matter is not agreed between the parties.</p>	
PCC 4.9.9	Location of Joint Bays	<p>It is agreed that joint bay locations are to be discussed and agreed subject to DCO approval. The Environmental Statement Volume 2 – Figure 24.2 Illustrative Cable Route (APP-336), HDD sites and Joint Bays for noise and vibration assessment, provides indicative joint bay locations to aid discussions.</p> <p>The Applicant submitted an Engineering Report showing indicative locations of joint bays at Deadline 6.</p> <p>The Applicant notes the comments made above and continued to engage with PCC on this matter to seek to confirm a position with PCC in advance of D8.</p> <p>On 25/01/21, PCC noted that joint bay locations are varied and now in part are located in carriageway.</p> <p>In response, the Applicant confirms that location of Joint Bays shown within the Joint Bay Technical Note (REP6-070) and Joint Bay Feasibility Report (REP7-098) are indicative only with these documents completed as proving exercise to show that the Onshore Cable Route can be feasibility constructed. Following submission of REP6-070 and discussions between the Applicant and PCC the location of Joint Bay 22 within Zetland Fields</p>	Not Agreed

Ref.	Description of matter	Current Position	RAG
		<p>and 26 on the A2030 Eastern Road were relocated to overcome PCC concerns in relation to their proximity to proposed construction access junctions in these locations. These amendments were reflected in REP7-098.</p> <p>On 26/02/2021, PCC noted:</p> <p><i>The applicant contends at paras 1.24-1.26 of REP7c-012 that the JBTN REP6-070 is an indicative feasibility study and reiterates that joint bays will be located off carriageway as far as possible. Whilst the proposals in the updated JBTN (REP7-073) seem acceptable given its status as indicative only no reliance can be placed on this to inform the determination of the DCO and consequently the PCC view remains that the ExA has insufficient information to determine the DCO.</i></p> <p>In response on this matter, the Applicant disagrees with PCC's view that there is insufficient information available to determine the DCO. The Joint Bay Feasibility Report (REP7-073) provides indicative locations for the construction of Joint Bays along the Onshore Cable Route and confirms that those located within the highway can be constructed using the same traffic management as prescribed within the FTMS for each location. The FTMS has also been updated at D8 to reflect these indicative Joint Bay locations and the traffic management required to facilitate construction has been assessed by the Applicant through the ES and associated documents. The Applicant therefore disagrees with PCC's assertion that the Secretary of State has insufficient information to determine the DCO.</p> <p><i>On 26/02/21, PCC also advised that FTMS D8 Para 7.2.1.5 explains that the joint bay envisaged in Farlington Ave will be accommodated through signal controlled shuttle working each requiring 20 days per circuit. Therefore in this location traffic management will be in effect for 40 days simply for the joint bays in addition to that required for trenching. This will have an increased impact on local residents which has not been assessed nor mitigated, for example whilst trenching works may disrupt access to individual properties for 1 or 2 days, in which case an extended walk to a parking space may be acceptable, the joint bays may disrupt that access for 20 days in which case specific convenient alternative parking provision should be identified. Furthermore information regarding joint bay location is only indicative so cannot be relied upon by the ExA when determining the application.</i></p> <p>In response, the Applicant confirms that the assessment of shuttle working traffic signals in the Transport Assessment and Supplementary Transport Assessment showed that these would operate well within capacity with delays of less than one minute. This is representative of likely traffic delay impact regardless of the final Joint Bay location along Farlington Avenue As demonstrated within the Joint Bay Feasibility Report (REP7-098) this shows that construction of a Joint Bay would require a maximum length of approximately 60m during cable pulling period (approximately 5 days per Joint Bay) and 35m during the rest of the construction period. This will not have a significant impact on on-street parking capacity on Farlington Avenue as assessed within the Appendix 1 of the FTMS.</p> <p>This matter is not agreed between the parties.</p>	
PCC 4.9.10	Co-ordination of third parties on the public Highway	<p>PCC have advised that they operate a permit scheme, with a lane rental scheme to follow. The Applicant agrees to the use of the permit scheme implemented via the DCO and Article 9A included in the draft DCO addresses this matter.</p> <p>On 26/02/21, PCC confirmed that the approach to manage roadspace allocation through application of the permit scheme is agreed.</p>	Agreed
PCC 4.9.11	Requirement 19 – Traffic Management Strategy	<p>Draft DCO (REP1-021) Requirement 19 requiring a Traffic Management Strategy in accordance with the Framework Traffic Management Strategy is not agreed.</p> <p>On 26/02/2021, PCC confirmed that the FTMS D8 submitted 24/02/21 is not agreed, and provided the following comments:</p> <p><i>FTMS</i></p>	Not Agreed

Ref.	Description of matter	Current Position	RAG
		<p><i>PCC advised that Para 2.3.3.3 now explains that construction of joint bays, when required in the carriageway, will be subject to the same traffic management arrangements and proposals as apply to the trenching work. However these joint bays will occupy the carriageway for 20 days each and consequently will have a proportionately greater impact than the trenching works which has not been assessed nor alternative / additional mitigation considered. For example whilst trenching works may disrupt access to individual properties for 1 or 2 days, in which case an extended walk to a parking space may be acceptable, the joint bays may disrupt that access for 20 days in which case specific convenient alternative parking provision should be identified. Furthermore information regarding joint bay location is only indicative so cannot be relied upon by the ExA when determining the application.</i></p> <p>In response on this matter, the Applicant confirms that the construction of Joint Bays within the highways will be facilitated by the same traffic management as that required to install cable ducts in the same location as prescribed by the FTMS and assessed in detail within the ES and associated documents.</p> <p>The Applicant also notes that the indicative Joint Bays shown within the Joint Bay Feasibility Report do not disrupt access to individual properties other than in relation to on-street parking, for which it has been demonstrated that alternatives are available within 400m. Also, as demonstrated within the Joint Bay Feasibility Report (REP7-098) construction of a Joint Bay would require a maximum length of approximately 60m during cable pulling period (approximately 5 days per Joint Bay) and 35m during the rest of the construction period. This will not have a significant impact on on-street parking capacity, as assessed within the Appendix 1 of the FTMS, and therefore the Applicant disagrees that their location cannot be relied upon by the ExA when determining the application.</p> <p><i>PCC advised that Para 2.5.3.6 explains that the exact traffic management strategy for side road accesses will be agreed with the Highway Authority through submission of detailed designs and traffic management measures prior to the commencement of works. These details should be provided at this stage to give the ExA confidence that safe arrangements with adequate traffic capacity can be achieved. In the absence of these it is the view of the LHA that the ExA does not have sufficient information regarding the impact of the scheme nor mitigation required to allow a positive determination of the DCO.</i></p> <p>In response on this matter, the Applicant notes that the exact requirements of the traffic management at side roads will be dependent upon the final alignment of the Onshore Cable Route which will be confirmed during detailed design. In all cases, the required traffic management layouts will be in accordance with guidance contained within the Traffic Signs Manual Chapter 8 which will ensure that safe working arrangements are provided in all circumstances. Where traffic signals are required, these will be manually adjusted during peak hours to minimise traffic delay as required by the FTMS and will be in place for only 1-2 weeks per circuit.</p> <p><i>PCC advised that Section 2.6 para 2.6.1.1 recognises that additional traffic management measures may be necessary to mitigate impacts on minor roads outside of the onshore cable route and detail a list of the sorts of interventions which may be considered. It remains the case that the impact of diverted traffic on roads which are not included in the Strategic Transport Model have not been determined nor specific interventions developed to mitigate those impacts. In the absence of this detail it is the view of the LHA that the ExA does not have sufficient information regarding the impact of the scheme nor mitigation required to allow a positive determination of the DCO.</i></p>	

In response, the Applicant reasserts that realistic worst-case and robust assessment on the highway network has already been completed within the Transport Assessment (APP448), Chapter 22 of the ES (APP-137), Supplementary Transport Assessment (REP1-142) and ES Addendum (REP1-137). The SRTM modelling is representative of impacts that may occur on roads not included within the model and therefore agrees with PCC's view that there is little benefit in undertaking further traffic modelling. In addition to this, and following discussion with PCC, the Applicant believes that concerns related to impacts on roads not included within the SRTM can be resolved through further traffic management mitigation measures that can be incorporated into individual Traffic Management Strategies as required by Section 2.6 of the FTMS submitted prior to D8; the approach to which has been agreed with PCC.

*PCC advised that Para 2.6.1.3 explains that should the committed part signalisation of the A3(M) junction 3 scheme be implemented prior to the construction of the cable route then this will require further consideration. The approach in these circumstances should have been developed to ensure that the impacts of the scheme could be reasonably mitigated and the ExA decision on the DCO informed accordingly. In the absence of this information it is the view of the LHA that the ExA does not have sufficient information regarding the impact of the scheme nor mitigation required to allow a positive determination of the DCO.*

In response on this matter, the Applicant notes that this comment refers to A3(M) Junction 3, the junction with Hulbert Road, which falls under the jurisdiction of Highways England and Hampshire County Council rather than PCC. The Applicant also notes that the Hampshire County Council have not raised a concern in relation to this junction and that this matter is agreed with Highways England at Section 4.4.1 of their SoCG (REP6-044).

*PCC advised that Para 2.7.1.3 helpfully explains that reinstatement will be agreed with the relevant LHA through the use of post condition photographic and scanner surveys. It is the LHA view that when so assessed the condition of the highway must as a minimum be no worse than that found prior to the commencement of the works and the FTMS should be explicit in that regard.*

In response, the Applicant notes that the FCTMP (para. 7.4.1.3 submitted prior to D8 include the following paragraph "*Highway reinstatement will be completed in accordance with the New Roads and Street Works Act 1991 and will be subject to post reinstatement liabilities in respect to that Act. Where a notice pursuant to Section 58 or 58A has been issued in relation to the relevant part of the public highway and the prescribed period in that notice remains in effect when the works are undertaken such reinstatement may include half or full carriageway reinstatement, to be agreed with the relevant highway authority. Completion of satisfactory reinstatement will be agreed with the relevant local highway authority through the use of post-completion photographic and scanner surveys.*" The fact that such reinstatement would need to be agreed with PCC as highway authority is, in the view of the Applicant, sufficient to secure the necessary highway reinstatement requirements

*PCC advised that Para 2.14.1.2 refers to the use of traffic marshals being 'considered' in certain locations. At this stage commitment should be made to the provision of such marshals to give confidence that the impacts will be satisfactorily mitigated . In the absence of such commitment the ExA cannot be assured that the impacts will be satisfactorily mitigated*

In response the Applicant is firm in its commitment of traffic marshals with paragraph 2.14.1.2 of the FTMS with this providing specific locations where they will be deployed. It is also noted that detailed traffic management strategies will require approval by PCC.

*PCC advised that Para 7.2.1.5 explains that the joint bay envisaged in Farlington Ave will be accommodated through signal controlled shuttle working each requiring 20 days per circuit. Therefore in this location traffic management will be in effect for 40 days simply for the joint bays in addition to that required for trenching. This will have an increased impact on local residents which has not been assessed nor mitigated, for example whilst trenching works may disrupt access to individual properties for 1 or 2 days, in which case an extended walk to a parking space may be acceptable, the joint bays may disrupt that access for 20 days in which case specific convenient alternative parking provision should be identified. Furthermore information regarding joint bay location is only indicative so cannot be relied upon by the ExA when determining the application.*

Ref.	Description of matter	Current Position	RAG
		<p>In response, the Applicant confirms that the assessment of shuttle working traffic signals in the Transport Assessment and Supplementary Transport Assessment showed that on Farlington Avenue these would operate well within capacity with delays of less than one minute. As demonstrated within the Joint Bay Feasibility Report (REP7-098) this shows that construction of a Joint Bay would require a maximum length of approximately 60m during cable pulling period (approximately 5 days per Joint Bay) and 35m during the rest of the construction period. This will not have a significant impact on on-street parking capacity on Farlington Avenue as assessed within the Appendix 1 of the FTMS, and therefore the Applicant disagrees that the extent of their location cannot be relied upon by the Secretary of State when determining the application.</p> <p><i>PCC advised that Section 7.3.2 explains the road closure necessary for the trenching work in Farlington Ave for a 350m length with construction zones of 100m. Given progress rates in the order of 24m/day (para 2.3.2.1 refers) even if construction lengths are reduced to 100m that will practically prevent access to properties for a 4 /5 day period. This will have an increased impact on local residents which has not been assessed nor mitigated rather para 7.3.2.4 explains that detailed traffic management strategies should include additional traffic management measures. In the absence of this detail it is the view of the LHA that the ExA does not have sufficient information to be confident that the impact of the scheme can be satisfactorily mitigated as is required to allow a positive determination of the DCO.</i></p> <p>In response on this matter the Applicant confirms that an assessment of displaced parking on Farlington Avenue has been completed within Appendix 1 of the FTMS, which concluded that adequate on-street parking capacity was available on streets surrounding Farlington Avenue within 400m of the impacted properties. The Applicant discussed this with PCC on 09/02/21 prior to update of the FTMS for D8, where it was understood by the Applicant that PCC were comfortable with proposals for the road closure to take place in 100m sections.</p> <p><i>PCC advised that Para 7.8.2.3 similarly indicates that additional traffic management interventions may be required on residential roads east and west of Farlington Ave, West of the A2030 Eastern Road and north of Grove Road. The impact of the works on these roads has not been assessed and it is the view of the LHA that the ExA does not have sufficient information regarding that impact nor detail of the mitigation required to allow a positive determination of the DCO.</i></p> <p>In response the Applicant confirms that routes such as Grove Road and roads surrounding Farlington Avenue are assessed within the Road Safety Technical Note submitted to PCC in November 2020 and Appended to the Supplementary Transport Assessment Addendum. Following completion of this document discussions between the Applicant and PCC it was agreed to include additional measures within the FTMS to account for impacts on routes outside of the Onshore Cable Corridor. Where required, additional measures to mitigate impacts were incorporated into the FTMS submitted at D8. The Applicants understood these to be agreed.</p> <p><i>PCC advised that Para 8.1.1.7 explains that works on Fitzherbert Road may be undertaken on a 24hr working basis to minimise disruption although does not make any commitment to that. As a consequence it is the view of the LHA that the ExA does not have sufficient information to be confident that the impact of the scheme can be satisfactorily mitigated as is required to allow a positive determination of the DCO.</i></p> <p>In response on this matter the Applicant notes that all highway assessments have been completed using weekday peak hours and therefore provide a robust assessment of impacts. The completion of 24hr working on Fitzherbert Road would therefore result in lesser traffic and transport impact in comparison with those already assessed.</p> <p>The Applicant also reiterates that the PCC will have sufficient powers to approve the final traffic management strategies for Fitzherbert Road.</p>	

Ref.	Description of matter	Current Position	RAG
		<p><i>PCC advised that Paras 10.2.1.14 and 10.3.1.16 consider the traffic management required for a section of Eastern Road and explain that detailed traffic management strategies should include consideration of additional traffic management measures on residential roads between London Road / Kingston Road / Copnor Road and between Tangier Road/ Baffins Road and Eastern Road The impact of the works on these roads has not been assessed and it is the view of the LHA that the ExA does not have sufficient information regarding that impact nor detail of the mitigation required to allow a positive</i></p> <p>In response on this matter, the Applicant reasserts the SRTM modelling is representative of impacts that may occur on roads not included within the model. In addition, and at the request of PCC, the Applicant completed the Road Safety Technical Note, which considered the potential highway safety implications of traffic using alternative routes when reassigning away from traffic management on the Onshore Cable Route. In addition to this, and following discussion with PCC, the Applicant believes that concerns related to impacts on roads not included within the SRTM and those identified within the Road Safety Technical Road as requiring mitigation can be resolved through further traffic management measures that can be incorporated into individual Traffic Management Strategies as required by Section 2.6 of the FTMS submitted prior to D8. This approach has been agreed with PCC.</p> <p><i>FTMS Appendix 1 Access to Properties Car Parking and Comms Strategy D8</i></p> <p><i>Section 5.2 explains the approach taken to establish the availability of alternative parking facilities within a reasonable walking distance of displaced parking. It is explained at 5.2.1.1 that residential parking surveys have been undertaken in accordance with the Lambeth model. However the Lambeth methodology is specific that the walking distance to be considered is 200m. That is consistent with the walking distance considered reasonable by PCC when considering the proximity of off site parking opportunities relative to new residential development although despite this the applicant has applied a walking distance of 400m which is more appropriate when considering the proximity of retail / employment / education / leisure and access to public transport.</i></p> <p><i>PCC have misgivings regarding the detail of the Lambeth methodology which practically overestimates the availability of on street parking spaces as it relies on a formulaic approach in which the length of available parking roadspace is divided by 5 to determine the parking capacity. However this does not recognise the impact of inconsiderate or indiscriminate parking and predicts a level of parking capacity which simply isn't realised on street. Furthermore at para 5.4.2.1 it is explained that the available road length has been divided by 4.5 (rather than 5 as recommended in the Lambeth methodology) to determine onstreet parking capacity. There is no justification for this which will simply unrealistically increase the number of parking spaces on street.</i></p> <p>In response, the Applicant maintains that the assessment of on-street parking contained within the STA and STA Addendum is robust which is based upon the Lambeth parking survey methodology which PCC recommend for use within paragraph 3.9 of their 'Adopted parking standards and transport assessments' Supplementary Planning Document.</p> <p><i>PCC advised that Para 5.4.2.2 further explains that where parking surveys have not been undertaken an existing parking occupancy rate of 75% has been assumed without basis or justification.</i></p> <p><i>In response on this matter, the Applicant retains the view that this is a robust basis for assessments of on-street parking capacity in the absence of surveys and proposed strategy for providing access to properties.</i></p> <p><i>It is the LHA view that the approach to determining both the number of onstreet parking spaces and practical availability of those within a reasonable walking distance of the displaced spaces is severely flawed and that the ExA can place little weight on the contention that displaced parking can be</i></p>	

Ref.	Description of matter	Current Position	RAG
		<p><i>accommodated elsewhere on street within a reasonable walking distance. There are no practical mitigations for displaced on street parking proposed which is of particular concern on the:</i></p> <ul style="list-style-type: none"> <li>• <i>ALL routes via Locksway Road / Longshore Way and Kingsley Road where parking would need to be restricted over very significant lengths and the neighbouring streets are characterised by terraced property where the demand for on street parking already exceeds the space available; and</i></li> <li>• <i>Farlington Avenue where a road closure is thought necessary for an extended period</i></li> </ul> <p><i>The assessment underestimates the impact of parking displacement on residential amenity and air quality arising from drivers circulating whilst hunting for a place to park. This is likely to lead result in vehicles being parked at junctions / obstructing footways or where parking is restricted to the disbenefit of highway safety. This impact has not been properly assessed and it is the view of the LHA that the ExA does not have sufficient information regarding that impact nor detail of the mitigation required to allow a positive determination of the DCO.</i></p> <p>In response on this matter, the Applicant maintains that the assessment of on-street parking contained within the STA and STA Addendum is robust which is based upon the Lambeth parking survey methodology which PCC recommend for use within paragraph 3.9 of their 'Adopted parking standards and transport assessments' Supplementary Planning Document.</p> <p>With specific response to Locksway Road / Longshore Way Kingsley Road, the Applicant also notes that Paragraph 3.4.10.3 of the updated Framework CTMP (AS-074) states that the contractor will be required to use smaller construction vehicles and plant when accessing these roads which would mitigate as far as practicable the need to suspend on-street parking.</p> <p>It is also noted that when taking account of this construction traffic control, it may only be necessary to suspend on-street parking to cater for the delivery of cable drums to Joint Bays should they be located at the eastern end of Locksway Road / Kingsley Road as shown indicatively in the Joint Bay Feasibility Report and are identified as a location for pulling of cables into the cable route. Based on the preliminary strategy for this which was used to inform the cable drum delivery requirements assessed within the STA and STA Addendum, Kingsley Road will not be required to accommodate cable drum deliveries and will therefore not require temporary suspension of on-street parking.</p> <p>Notwithstanding this point, the Applicant also notes that suspension of on-street parking to accommodate such cable drum deliveries would be limited to a very short period within construction working hours, where on-street parking on residential areas including Locksway Road and Kingsley Road is lower than the overnight position assessed by the Applicant. On this basis, the Applicant maintains that the assessments of available parking is robust and that any temporary restrictions to on-street parking can be accommodated without significant impacts being generated on highway safety.</p> <p>With regards to Farlington Avenue, it has been demonstrated that there is sufficient capacity available to accommodate displaced parking on surrounding streets during the required road closures.</p> <p><i>FTMS Appendix 3 Traffic Signage Strategy</i></p> <p><i>I am comfortable with the traffic signing strategy although this does direct traffic to use routes which are not necessarily those to which traffic is found to reassign in the strategic traffic model (SRTM). As such this undermines the validity of the re-routing predictions in the SRTM model runs and consequently</i></p>	

Ref.	Description of matter	Current Position	RAG
		<p><i>confidence in all of the assessments which rely / draw from those findings which must be considered in that light. This should act to reduce the confidence which the ExA can have in both the determination of impacts and effectiveness of mitigation claimed in the information supporting the DCO application</i></p> <p>In response, the Applicant reasserts that realistic worst-case and robust assessment on the highway network has already been completed within the Transport Assessment (APP448), Chapter 22 of the ES (APP-137), Supplementary Transport Assessment (REP1-142) and ES Addendum (REP1-137). The SRTM provides the best tool available for the assessment of impacts associated with construction of the Onshore Cable Route and it is the Applicant's view that the Signage Strategy does not undermine the assessments undertaken, noting that the Signage Strategy is only part of the mitigation strategy proposed by the Applicant. Additional mitigation measures have also been included within Section 2.6 of the FTMS to address any unforeseen impacts which may occur during construction.</p> <p>This matter is not agreed between the parties.</p>	
<p><b>PCC 4.9.12</b></p>	<p>Requirement 21 – Travel Plan</p>	<p>Draft DCO (REP1-021) Requirement 21 requiring a Travel Plan for the contractors workforce (LPA/LHA approval) are agreed.</p> <p>The Applicant notes the Construction Worker Travel Plan appended to the Framework Traffic Management Strategy (REP1-068) was submitted at Deadline 1.</p> <p>PCC confirm this matter is now agreed (20/01/2021).</p>	<p>Agreed</p>
<p><b>PCC 4.9.13</b></p>	<p>Abnormal Loads</p>	<p>The Applicant agrees with PCC in that the reference to abnormal loads within the Framework Construction Traffic Management Plan incorrectly states that "a vehicle is considered abnormal when.... the gross weight is over 80 tonnes". This has been rectified in the updated version of the FCTMP (REP1-068) submitted to the ExA at Deadline 1 to align with the definition (over 44 tonnes) within the Glossary (REP1-005).</p> <p>An assessment of abnormal loads associated with delivery of cable drums to indicative joint bays was completed by the Applicant as part of the Supplementary Transport Assessment (REP1-142) submitted at Deadline 1, with a further Technical Note on the number of abnormal loads movements to each location provided to PCC on 11/11/20. The Applicant welcomes comments from PCC on these documents.</p> <p>On 25/01/21, PCC advised that feedback on FCTMP was provided at D6, and updated at D7 awaiting response.</p> <p>The Applicant notes the comments made above and continued to engage with PCC on this matter to seek to confirm a position with PCC in advance of D8.</p> <p>On 26/02/21, PCC confirmed that:</p> <p><i>The approach to abnormal loads is broadly agreed although FCTMP D8 para 2.8.7.5 and table 6 at para 3.6.1.1 explains that where AIL deliveries are required for cable drums to joint bays they will may be limited to overnight / weekend periods to mitigate the impact of loads moving through the highway network; however this does not recognise that residential parking demand is increased in the evenings and at weekends. Where on street parking suspensions are necessary to facilitate access of AILs this should be undertaken during the day (outside of peak hours) as was reported to the ExA in ISH5 by Mr Williams on behalf of the applicant.</i></p> <p>In response, the Applicant welcomes PCC's broad agreement to the FCTMP, and notes their response to PCC 4.9.8 (above) which confirms that paragraph 2.8.7.5 of the FCTMP states that 'Where AIL movements are required these will be undertaken outside of school opening / closing times, peak hours, and may be limited to weekend and overnight periods to mitigate the impact of these moving through the highway network.' Such occurrences</p>	<p>Not Agreed</p>

Ref.	Description of matter	Current Position	RAG
		would therefore take place specifically to mitigate impacts and would not take place along routes where the impacts of such would be greater at night or during weekends. The Applicant maintains that the details provided in the FCTMP confirm matters which address PCC's comments in relation to AILs.  This matter is not agreed between the parties.	

#### 4.10. AIR QUALITY

Table 4.10 – Air Quality

Ref.	Description of matter	Current Position	RAG
<b>Air Quality</b>			
<b>PCC 4.10.1</b>	ES Methodology – study area	The area of study is agreed (as noted at section 23.1.2 of revised ES Chapter 23 submitted at Deadline 1 (REP1-033)).	Agreed
<b>PCC 4.10.2</b>	ES Methodology	It is agreed that use of the Institute of Air Quality Management (IAQM) Dust Assessment methodology, aligned with the Transport Assessment and modelling referred in 4.1.14 above), and set out in section 23.4.2 of revised ES Chapter 23 submitted at Deadline 1 (REP1-033) is appropriate. It is also agreed that the assessment should include emissions related to traffic diversions, construction traffic, and the temporary and permanent emissions from backup power generation.	Agreed
<b>PCC 4.10.3</b>	ES Baseline	The baseline is set out at section 23.5 of revised ES Chapter 23 submitted at Deadline 1 (REP1-033). The Applicant confirmed that the baseline data presented in Section 23.5 of revised ES Chapter 23 submitted at Deadline 1 (REP1-033) represents local air quality.  The Applicant undertook a teleconference call with the Air Quality Lead for Transport at PCC on 17/12/2020. It was confirmed that the Clean Air Zone (CAZ) was not included in the Applicant's traffic modelling. Some sensitivity testing was requested by PCC to ensure the impact of the CAZ on traffic redistribution is included in the air quality impact assessment. The Applicant proposed a scope of works to incorporate the CAZ within the modelling. This scope was agreed with PCC on 13/01/21. Following agreement of the scope of works, Appendix 5 to Addendum 2 (REP7-072) was submitted at D7 on 25/01/21 addressing this matter.  On 5 <sup>th</sup> February 2021, a call to discuss the SoCG was held between the Applicant and PCC. PCC stated that they are in agreement that the baseline scenario in Appendix 5 to Addendum 2 (REP7-072) is represented accurately by the CAZ preferred scenario as reported in the 2019 Air Quality Local Plan.	Agreed
<b>PCC 4.10.4</b>	Predicted impacts	The potential air quality impacts are identified at section 23.6 of revised ES Chapter 23 submitted at Deadline 1 (REP1-033).  The Applicant undertook a teleconference call with the Air Quality Lead for Transport at PCC on 17 December 2020. It was confirmed that the Clean Air Zone (CAZ) was not included in the Applicant's traffic modelling and that potential Covid-19 impacts had not been considered. Some sensitivity testing was requested by PCC to ensure the impact of the CAZ on traffic redistribution is included in the air quality impact assessment and potential Covid-19 impacts had been addressed. A scope of works to address the two matters was agreed in email correspondence on the 19/01/21. Following agreement of the scope of works, Appendix 5 to Addendum 2 (REP7-072) was submitted at D7 on 25/01/21 addressing the two matters.	Agreed

Ref.	Description of matter	Current Position	RAG
		On 5 <sup>th</sup> February 2021, a call to discuss the SoCG was held between the Applicant and PCC. PCC agree that the results presented in Appendix 5 to Addendum 2 (REP7-072) are an accurate reflection of likely impacts at the exceedance and near exceedance sites described in the 2019 Air Quality Local Plan.	
<b>PCC 4.10.5</b>	Mitigation - Onshore Outline CEMP – General Environmental Control Measures	The measures set out in section 5.10 (Air Quality) of the Onshore Outline CEMP (REP7-032) are agreed.  The Applicant notes that it will need agreement with PCC on the latest version of the Onshore Outline CEMP (REP7-032). All contractors will automatically implement the ‘highly recommended’ measures listed for the high and medium risk sites described in Table 5.2 of the Onshore Outline CEMP. These are not subject to consultation with the EHO but are subject to approval by the LPA via the works specific CEMP, who would be expected to consult with the EHO as necessary on this matter as part of that approval process.	Agreed
<b>PCC 4.10.6</b>	Mitigation - Onshore Outline CEMP – Onshore Monitoring Plan	The measures set out in section 7.1 (Onshore Monitoring Plan - Air Quality - Human and Ecological receptors) of the Onshore Outline CEMP, the latest version of which is (REP7-032), are yet to be agreed. On 26/02/21, PCC confirmed that neither PCC or HCC have expertise in this topic, and requested that this matter be determined by ExA.  In response, the Applicant notes that this matter is unable to be progressed, and identifies that this matter as ‘not agreed’ for the purposes of this SoCG.	Not Agreed
<b>PCC 4.10.7</b>	Mitigation - Onshore Outline CEMP – Engagement with PCC EHO	The Applicant noted that it will need agreement with PCC on the latest version of the Onshore Outline CEMP (REP7-032) on the basis that the PCC EHO will engage with the Applicant and their contractors to ensure the appropriate mitigation from Table 5.1 of the Onshore Outline CEMP is implemented at each location. On 26/02/21, PCC agreed that PCC EHO will need to engage on individual sites.	Agreed
<b>PCC 4.10.8</b>	Residual effects	The assessment of residual effects set out in table 23.116 of revised ES Chapter 23 submitted at Deadline 1 (REP1-033) is agreed.  PCC confirm that this matter is now agreed.	Agreed

## 4.11. NOISE AND VIBRATION

**Table 4.11 – Noise and Vibration**

Ref.	Description of matter	Current Position	RAG
Noise and Vibration			
<b>PCC 4.11.1</b>	ES Methodology – study area relevant to PCC	The study area relevant to PCC as set out in paragraphs 24.1.2.5 to 24.1.2.11 of ES Chapter 24 (APP-139) is agreed.	Agreed
<b>PCC 4.11.2</b>	ES Methodology	The detailed methodology for the construction noise and vibration assessment relevant to the Onshore Cable Corridor is set out in sections 24.4.2 and 24.4.3 of ES Chapter 24 (APP-139) and supplemented by the revised assumptions in section 17.3 of the ES Addendum (REP1-139). The Applicant noted the queries raised regarding the construction noise assessment methodology and provided a response at Deadline 4. Following written correspondence 04/12/2020 between the Environmental Health Officer at PCC and the Applicant, this matter is agreed.	Agreed

Ref.	Description of matter	Current Position	RAG
		The construction traffic noise assessment methodology set out in section 24.4.4 of ES Chapter 24 (APP-139) is agreed.	
PCC 4.11.3	ES Baseline	<p>The baseline survey and associated operational assessment methodology for the ORS at landfall is set out in sections 24.4.1 and 24.4.5 of ES Chapter 24 (APP-139).</p> <p>The baseline environment for the ORS at Landfall is set out at section 24.5 of ES Chapter 24 (APP-139). Following written correspondence 04/12/2020 with the Environmental Health Officer at PCC and the Applicant, the baseline environment for the ORS at Landfall is agreed.</p>	Agreed
PCC 4.11.4	Predicted impacts	<p>The impacts of Noise and Vibration for the Proposed Development are set out in section 24.6 of Chapter 24 of the ES (APP-139), and in relation to the construction noise and vibration assessment, supplemented by section 17.3 of the ES Addendum (REP1-139).</p> <p><u>Predicted impacts - ORS at Landfall</u> Responses were provided to PCC's noise related queries about the ORS in the Applicant's Comments on Responses to Examining Authority's first Written Questions (REP2-008). Following written correspondence with the Environmental Health Officer at PCC, the predicted impacts during construction and operation of the ORS at Landfall are agreed.</p> <p><u>Predicted Effects – Construction in Onshore Cable Corridor</u> Responses to all queries raised by PCC, most of which were in relation to the construction noise assessment for the Onshore Cable Corridor, were provided in the Applicant's formal written submissions at Deadlines 1 to 4, and in particular the Applicant's Comments on Local Impact Reports (REP2-013) in response to PCC's Local Impact Report (LIR) submitted at Deadline 2. Following written correspondence with the Environmental Health Officer at PCC, the predicted effects from construction activities in the Onshore Cable Corridor during Core Working Hours are agreed.</p> <p>Written correspondence has also confirmed that the predicted effects are agreed in respect of cable and duct installation works outside of Core Working Hours in Section 5 (Havant Road between Farlington Avenue and Eastern Road), Section 6 (Sainsbury's Car Park), and Section 8 (Eastern Road between Airport Service Road and the north of Milton Common), where timing of works is required to mitigate adverse traffic effects and minimise business disruption to Sainsbury's. It is agreed that, as breaking and cutting of the road surface and resurfacing activities will not be permitted at night in proximity to sensitive receptors in these areas, no further assessment to that contained in Chapter 24 of the ES (APP-139) and Chapter 17 of the ES Addendum (REP1-139) is necessary.</p>	Agreed
PCC 4.11.5	Mitigation - Onshore Outline CEMP – General Environmental Control Measures	<p>The measures set out in section 5.12 (Noise and Vibration) of the Onshore Outline CEMP Rev 005 are agreed, following the resolution of the points which were previously subject to ongoing discussions:</p> <ul style="list-style-type: none"> <li><u>Whether Section 61 consents under the Control of Pollution Act 1974 should be cited in the Outline Onshore CEMP.</u> The Applicant and PCC agree that it is not mandatory or necessary in all circumstances for Section 61 consents to be applied for. However, PCC note that these should be considered particularly for any proposed areas of night-time works near sensitive receptors. The Applicant has confirmed that the 'Other Consents and Licenses' document will be referenced in section 5.11 of the Outline Onshore CEMP, to provide guidance to a contractor that such consents will be considered as part of the preparation of detailed CEMPs post DCO consent. PCC have accepted this proposal and therefore this matter is now agreed.</li> <li><u>Whether construction noise limits should be set in the Outline Onshore CEMP.</u> The Applicant and PCC now agree that there is no requirement to set noise limits for the purposes of an EIA. This matter is now agreed. PCC also note that it has been agreed with the Applicant that any construction noise limits will be set under the Control of Pollution Act 1974, Sc60 or Sc 61 for works which are completed during out of hours.</li> </ul>	Agreed

Ref.	Description of matter	Current Position	RAG
		<ul style="list-style-type: none"> <li><u>Whether construction noise monitoring should be cited in the Outline Onshore CEMP.</u> The Applicant and PCC agree that noise monitoring is not required for the planned construction activities. The Applicant has confirmed that the Outline Onshore CEMP will be updated to confirm that temporary noise monitoring could be employed as one of the means for investigating and resolving valid noise complaints. PCC have accepted this proposal and therefore this matter is now agreed.</li> <li><u>The details of the noise and vibration complaints procedure in the Outline Onshore CEMP.</u> The Applicant has explained that the mitigation measures specified in the Outline Onshore CEMP will reduce the likelihood of noise complaints and the complaints procedure will be consistent across the construction phase. This matter is now agreed.</li> </ul>	
PCC 4.11.6	Mitigation - Onshore Outline CEMP – Location Specific Construction Environmental Control Measures	<p>The measures set out in section 6.2.8 (Noise and Vibration) of the Onshore Outline CEMP (Rev 005) are agreed. The specific mitigation measures relevant to the construction works that could take place outside of core working hours (Onshore Cable Corridor sections 5, 6 and 8) are detailed in section 6.2.8 of the Onshore Outline CEMP.</p> <p>Further information requested by PCC in relation to mitigation measures for night-time cable duct installation works was provided in the Applicant’s Comments on Local Impact Reports (<a href="#">REP2-013</a>) in respect of PCC’s LIR. Information on the noise mitigation measures at Harbourside Caravan Park were provided in writing to PCC on 19 June 2020, and further detail was provided in the Applicant’s response to PCC’s LIR (<a href="#">REP2-013</a>). Further information requested by PCC in relation to different contractors and the control of working hours was provided in the Applicant’s response to PCC’s LIR (<a href="#">REP2-013</a>).</p> <p>Written correspondence from PCC has confirmed that the location-specific construction environmental control measures for the works outside of core working hours in Section 5 (Havant Road between Farlington Avenue and Eastern Road) and Section 6 (Sainsbury’s Car Park), which are required to mitigate adverse traffic effects and minimise business disruption to Sainsbury’s, are agreed.</p> <p>The location-specific construction environmental control measures for the works outside of core working hours in Section 8 (Eastern Road between Airport Service Road and the north of Milton Common), and in particular those works on Eastern Road outside the Harbourside Caravan Park, are under discussion. PCC is content with the mitigation measure that prevents road surface cutting/ breaking and resurfacing activities at night (22:00-07:00) outside the Caravan Park. PCC requests that this mitigation measure is also extended to the works outside the residential flat above the Great Salterns Harvester, directly to the south of the Caravan Park. The Applicant has agreed to this request and this is reflected in the Outline Onshore CEMP Rev 005 submitted at Deadline 6.</p> <p>PCC has requested that as the works will be completed 24 hours per day, leniency with regards to protecting occupants that reside in this location should be provided. PCC has suggested that respite could be achieved through the offer of temporary alternative accommodation or a break in the works. The Applicant is not in agreement with these proposed approaches and, specifically with regard to temporary rehousing, these properties are not eligible in accordance with the relevant British Standard.</p> <p>Following further discussions post Deadline 6, the following matters have now also been agreed:</p> <ul style="list-style-type: none"> <li>With regard to the potential works outside of core working hours in section 5 (Havant Road between Farlington Avenue and Eastern Road), the Applicant and PCC agree that option 2 or option 3 (Paragraph 6.2.8.10 of the Outline Onshore CEMP (<a href="#">REP6-036</a>)) (i.e. avoiding night-time working) will be preferable with respect to noise impacts. This view is reflected in Paragraph 6.2.8.11 of the Outline Onshore CEMP and this matter is now agreed.</li> </ul>	Agreed

Ref.	Description of matter	Current Position	RAG
		<ul style="list-style-type: none"> <li>With regard to the works outside of core working hours in section 8 (Eastern Road between Airport Service Road and the north of Milton Common), it was agreed by both parties that Section 8 requires night time work to ensure that the traffic flow into Portsmouth particularly in summer months runs as smoothly as possible during the construction phase. Mitigation measures will be carried out as set out in the Onshore Outline CEMP and this document is to be amended to include directions to contractors in relation to the Other Consents and Licensees Document, which makes reference to applications of SC61 of the Control of Pollution Act 1974 for when works will be completed out of hours.</li> <li>With regard to works outside of core working hours in section 6 the mitigation measures identified for section 8 will apply as well as the reference to applying for a Sc61 notice prior consent to work.</li> <li>PCC note that the Applicant has explained that temporary housing could not be offered just to one location and needed to be consistent throughout all areas of the construction phase, and this would be a costly for the Applicant if it was to be applied to all sensitive receptors. Given this explanation it is understandable as to why the temporary housing eligibility from BS5288 has been applied due to the transient nature of the works. PCC therefore does not have any further comments to make in relation to the provision of temporary housing. This matter is now agreed.</li> </ul>	
PCC 4.11.7	Requirement 20 – Control of noise during operation	<p>Draft DCO requirement 20 with regard to the ORS, sets out the requirement for a noise management plan, which should include the mitigation (and attenuation achieved by these measures) to minimise noise, and a scheme for noise monitoring to ensure compliance with the noise criteria, and a complaints procedure (requiring LPA approval).</p> <p>The revised wording of Requirement 20 submitted in the updated dDCO at Deadline 1 references the <i>Operational Broadband and Octave Band Noise Criteria Document</i> (REP1-129), which is a certified document contained at Schedule 14 to the dDCO. The document sets out the operational daytime and night-time broadband and octave band noise criteria for the ORS, which are based on Chapter 24 of the ES (APP-139).</p> <p>PCC has confirmed in writing that the operational noise criteria for the ORS are acceptable, and are also likely to protect any occupants from noise at the proposed Fraser Range development. Therefore, this matter is agreed.</p> <p>PCC notes that Requirement 20 refers to the operation of the ORS and there is no mention of the Converter Station. Whilst PCC agree that any plant could technically operate at background level with mitigation, these measures have yet to be agreed as the type of plant to be installed is not yet known. Noise levels for Requirement 20 2 (a) have been agreed (noise levels from plant/equipment at the ORS are to operate equal to background 43dB(A) daytime and 35dB(A) night time (ES Chapter 24 Table 24.53) and also in octave bands (ES Chapter 24 24.6.11.27 - 24.6.11.29) but no information has been submitted for Requirement 20 2(b) - mitigation or 20 2 (c) - noise monitoring for testing attenuation and mitigation measures. It is unlikely that these can be agreed until the plant/equipment and the design construction of the building is known. If the plant/equipment was to be operated at the agreed levels then it would not give rise to statutory nuisance or cause a loss of amenity unless there is equipment or plant failure giving rise to an increase in noise levels. Under S80 (7) of the Environmental Protection Act the company would have a defence to prove best practicable means were being used. PCC therefore are of the view that it is not necessary to have this Article.</p> <p>The Applicant notes that Requirement 20 (Control of noise during the operational period) refers to both the Converter Station Area (Works No. 2) and the Optical Regeneration Stations. The operational noise criteria for the ORS are agreed with PCC. PCC are correct in stating</p>	Agreed

Ref.	Description of matter	Current Position	RAG
		<p>that information for Requirement 20 (2)(b) (mitigation measures to achieve the criteria) and (2)(c) a noise monitoring scheme have not yet been submitted. This information cannot be provided until a contractor is appointed and the detailed design including exact plant specifications are confirmed. However, Requirement 20 (1) states that prior to the operation of the development, the noise management plan <i>'must be submitted to and approved by the relevant planning authority.'</i> The Applicant considers that this control, alongside the highly robust noise criteria, provides PCC with sufficient control over operational noise impacts at the ORS.</p> <p>On 22/02/21, PCC confirmed that the wording of Requirement 20 was agreed, because the Applicant will need to submit a noise management plan for approval prior to the operation of the ORS and the levels that they have specified for broad band noise and octave bands should be sufficient not to cause a statutory nuisance .</p> <p>However it was noted that the Article 9 exemption was not agreed, and this matter is dealt with separately in PCC 4.11.8, below.</p>	
<b>PCC 4.11.8</b>	Article 9 exemption	<p>On 22/02/21, PCC noted that the Article 9 exemption was not agreed.</p> <p>In response, the Applicant notes that significant amount of work has been undertaken by the Applicant to confirm that the operation of the interconnector would not give rise to statutory nuisance and the Applicant would need to comply with the noise management plan approved pursuant to Requirement 20 at all times. Statutory claims and proceedings could cause significant cause delays to the Project or materially hinder its operation, wholly unnecessarily taking into account the agreed acceptability if the operational noise impacts, which could have implications for the continued operation of the Project.</p> <p>It is therefore necessary to protect the Proposed Development from statutory noise complaints whilst it is in operation because the Applicant requires certainty that it will be able to operate the Proposed Development without fear of proceedings or needing to take additional measures to address complaints in the future, based on the settled position with regard its Operation at the grant of consent.</p> <p>The Applicant does not agree with PCC's comments, and this matter is not agreed between the parties.</p>	Not Agreed

## 4.12. SOCIO-ECONOMICS

**Table 4.12 – Socio-economics**

Ref.	Description of matter	Current Position	RAG
<b>Socio-economics</b>			
<b>Update:</b>		<p>On 26/02/21, PCC confirmed that the following sections (4.12.3 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>These matters remain unresolved at DL8.</p>	
<b>PCC 4.12.1</b>	ES Methodology – Study Area	<p>The study area is set out in section 25.1.2 of ES Chapter 25 (APP-140).</p> <p>On 26/02/21, PCC confirmed that the Study Area is agreed.</p>	Agreed
<b>PCC 4.12.2</b>	ES Baseline	<p>The baseline environment is set out at section 25.5 of ES Chapter 25 (APP-140).</p> <p>On 26/02/21, PCC confirmed that the Baseline is agreed.</p>	Agreed

Ref.	Description of matter	Current Position	RAG
<b>PCC 4.12.3</b>	Predicted impacts	<p>The predicted impacts set out at section 25.7 of ES Chapter 25 (APP-140) are yet to be agreed. On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. These matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.12.4</b>	Parking	<p>The details for parking set out in section 25.7 of ES Chapter 25 (APP-140) are yet to be agreed, with PCC concerned about the temporary loss of provision to Farlington Playing Fields. On 26/02/21, PCC confirmed that matters PCC 4.12.4 - 4.12.16 have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.12.5</b>	Access to Farlington Playing Fields/Bransbury Park	<p>The details for access to Farlington Playing Fields and Bransbury Park set out in Table 25.14 of ES Chapter 25 (APP-140) are yet to be agreed. The Applicant notes that a concern was raised in the examination regarding access to King George V Playing Field (located immediately to the east) of Farlington Playing Fields. The Applicant has confirmed that access will be maintained.</p> <p>The Applicant is not aware of any concerns identified by PCC regarding access to Bransbury Park..</p> <p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.12.6</b>	Time required for reinstatement of playing fields	<p>The details for reinstatement of open space set out in ES Chapter 25 (APP-140) are yet to be agreed, with PCC raising concerns about the time taken for reinstatement of pitches for re-use. Further detail on reinstatement options is provided in the Framework Management Plan for Recreational Impacts (FMP) submitted to PCC for comment in advance of finalisation and submission to the ExA in June 2020. A further updated FMP which draws on information submitted to the ExA by PCC at Deadlines 1-3 was submitted to the ExA at Deadline 4 and the Applicant welcomed ongoing dialogue with PCC to agree the content of the FMP and/or identify any areas for further work in refining mitigation proposals. The Applicant commissioned pitch surveys using a specialist contractor and the FMP was updated as soon as the report from the specialist contractor was available, and an updated version of the FMP and methodology was provided to PCC by 12<sup>th</sup> February 2021, in order to progress matters on this issue by Deadline 8.</p> <p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.12.7</b>	Timing/ Temporary loss of open space	<p>The details of the timing and temporary loss of open space set out in section 25.10 of ES Chapter 25 (APP-140) and illustrative phasing included in Appendix 25.5 (APP-473) are yet to be agreed.</p>	Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
		<p>Further detail on how the impacts on recreational assets can be mitigated, including programme, is provided in the Framework Management Plan for Recreational Impacts which was updated with the outcome of pitch surveys.</p> <p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	
<b>PCC 4.12.8</b>	Accessibility of allotments	<p>The details as set out in 3.6.4.45 – 3.6.4.46 ES Chapter 3 (APP-118) confirming the cable installation via HDD under Milton Allotments, and confirming access over the paths during installation for monitoring works are yet to be agreed. Further supporting information has been provided during the Examination.</p> <p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.12.9</b>	Loss of Open Space regarding events / festivals	<p>The details of the residual effects on tourism (including the loss of open space set out in section 25.9.6 of ES Chapter 25 (APP-140) are yet to be agreed.</p> <p>Further details on the illustrative phasing for retaining access to Farlington Playing Fields as shown in Appendix 25.5 (APP-473) is yet to be agreed. Additional detail on how the works at Farlington Playing Fields could be phased to allow use for the festivals is provided in the Framework Management Plan for Recreational Impacts submitted to PCC for comment in advance of finalisation and submission to the ExA.</p> <p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matters remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.12.10</b>	Work Nos 4 to 5 – impacts on open space	<p>The details included within Work Nos 4 to 5, with regards to the impacts on open space contained within Schedule 1 (2) of the dDCO (REP1-021) are yet to be agreed.</p> <p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.12.11</b>	Maintenance rights	<p>The details for maintenance rights set out in 3.6.4.45 – 3.6.4.46 ES Chapter 3 (APP-118) are yet to be agreed, with PCC considering the rights to be too onerous.</p> <p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.12.12</b>	Temporary Diversions PRow	<p>Temporary diversions of PRow are assessed in ES Chapter 25 section 25.7.2.34 - 25.7.2.38 (APP-140) are yet to be agreed. Details of likely diversions are provided in a Note on PRow, Long Distance Walking Paths and Cycle Route Diversions (REP1-145). No further comments have been received from PCC.</p>	Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
		<p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	
<b>PCC 4.12.13</b>	Cable works- Loss of business activity	<p>The potential impacts of the Proposed Development on business activity within the City of Portsmouth are not yet agreed.</p> <p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.12.14</b>	Mitigation - Onshore Outline CEMP – General Environmental Control Measures	<p>The measures set out in section 5.12 (Socio-economics) of the Onshore Outline CEMP (REP5-019) are yet to be agreed.</p> <p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.12.15</b>	Mitigation - Onshore Outline CEMP – Location Specific Construction Environmental Control Measures	<p>The measures set out in section 6.2.8 (Socio-economics) of the Onshore Outline CEMP (REP5-019) are yet to be agreed.</p> <p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.12.16</b>	Residual effects	<p>The assessment of residual effects set out at section 25.10 and tables 25.15 of Chapter 25 of the ES (REP5-019) are yet to be agreed.</p> <p>On 26/02/21, PCC confirmed that the predicted impacts and following sections (4.12.4 - 4.12.16) have been reviewed as part of the review of the FMPRI process and which will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9. This matter remains unresolved at DL8.</p>	Unresolved at DL8

## 4.13. HUMAN HEALTH

**Table 4.13 – Human Health**

Ref.	Description of matter	Current Position	RAG
<b>Human Health</b>			
<b>Update for Information</b>		The Applicant requested comments on Human Health matters from PCC throughout the Examination process. PCC provided their first comments on matters on the topic of Human Health on 26/02/21.	
<b>PCC 4.13.1</b>	ES Methodology – Study Area	The study area is set out in section 26.1.2 of ES Chapter 26 (APP-141). On 26/02/21, PCC confirmed that the Study Area is agreed.	Agreed
<b>PCC 4.13.2</b>	ES Baseline	<p>The baseline environment is set out at section 26.5 of ES Chapter 26 (APP-141). On 26/02/21, PCC confirmed that this matter was agreed in principle. However, PCC noted surprise that children were not included as a vulnerable population group as part of the HIA methodology. It would be helpful to understand why, given order limits are in proximity to schools and play areas.</p> <p>In response, the Applicant welcomes PCC’s agreement to the ES Baseline. However, with regard to PCC’s concerns, the Applicant notes that para 26.4.2.3 of ES Chapter 26 (APP-141) states “<i>Since the EIA scoping stage, additional vulnerable groups have been judged to be present within the study area, comprising children and young people, and those with mobility impairment.</i>” Children and young people have been included in the human health assessment; where they are deemed to be particularly vulnerable to an effect, a note has been made within the assessment. For example, para 26.6.3.41 states “<i>Older people, children and young people, low-income groups and people with existing health conditions have been identified as vulnerable to the effects of reduced physical activity...</i>”</p> <p>The Applicant therefore confirms that children were included as a vulnerable population group as part of the HIA methodology.</p> <p>This matter remains unresolved at DL8.</p>	Unresolved at DL8

<p><b>PCC</b> <b>4.13.3</b></p>	<p>Predicted Impacts</p>	<p>The predicted impacts are set out at section 26.6 of ES Chapter 26 (APP-141).</p> <p>On 26/02/21, PCC confirmed they agreed with respect to the general areas of impact, however, the following comments were provided:</p> <ul style="list-style-type: none"> <li>• <i>“I query the conclusion at 26.6.3.6 which states Overall, with the embedded mitigation measures recommended in Chapter 23 (Air Quality), the effect of pollutant emissions on human health from the construction of the Onshore Cable Route and Landfall is anticipated to be slight adverse (not significant). Members of the population who have pre-existing health conditions, making them vulnerable to dust and poor air quality, will be particularly sensitive to these effects. Furthermore, 26.6.3.4 finishes with HDD drilling could result in temporary short-term adverse effect on human health from emissions PM, NO2, CO, and THC contained within exhaust gases. Chapter 23 (Air Quality) concludes that the emission of PM, CO and THC contained within exhaust gases from HDD drilling would have a negligible effect on health. Chapter 23 (Air Quality) identifies that there would be changes in the concentration of NO2 equivalent to a maximum of 13% of the annual air quality objective, though the predicted increase does not exceed objective levels for NO2. Earlier in the Human Health Chapter at 26.5.5.5 It states: Whilst there are legal limit values and Air Quality Strategy (‘AQS’) objective values, it is widely recognised that pollutants related to construction and the products of combustion can be considered non-threshold pollutants, i.e. there is no known threshold concentration below which NO2 or PM10 (PM with an aerodynamic diameter of 10µm or less) have no effect on a population’s health. The conclusion given in 26.6.3.6 does not seem compatible with the evidence.</i></li> <li>• <i>The assessment of noise impact is predicated on construction operation hours. Does it account for the significant amount of people currently working from home, many of whom will likely to continue to do so for some time to come? Would this change the assessment of impact?</i></li> <li>• <i>The noise assessment identifies at 26.6.3.10 (last bullet in reference to Section 8) that Work is expected take place at this location for approximately 33 days, during which time 24-hour working could be undertaken. The Harbourside Caravan Park would experience short-term major adverse effect (significant) from trenching work during weekday evening, weekend daytime, and night-time works. This is expected to last for no longer than four nights at any one receptor. Weekday daytime works at Harbourside Caravan Park represent a moderate adverse (not significant) effect. Weekday daytime works at the flat above the Harvester represent a negligible (not significant) effect. The weekday evening and weekend daytime represent a moderate adverse (not significant) effect. The night-time works represent a major adverse (significant) effect. This does not appear to account for the potential impact to vulnerable group in the specific Harbourside location as identified in the baseline - older people - even though this is recognised more generally in 26.6.3.16 conclusions.</i></li> <li>• <i>The impacts outlined on green space in 26.6.3.37 through to 26.6.3.41 may not have considered the impact of COVID19 on demand for and utilisation of green spaces. Milton Common, the national cycle route and coastal path from Eastney that tracks along Eastern Road fall within order limits and have all seen increasing competition for space from pedestrians, cyclists, recreation users etc over the last 12 months. Loss of any of this space and impact on visual amenity will be detrimental at any time, but if circumstances and demand continues this might alter the conclusions on significant and magnitude of impact?”</i></li> </ul> <p>In response, the Applicant refers to para’s 26.6.3.6, 26.6.3.4 [SIC, 26.6.3.3] of ES Chapter 26 (APP-141), in relation to the short-term impacts on health from emissions to air from HDD activity. The conclusion outlined in para 26.6.3.6 is accountable to both the magnitude and duration of pollutants emitted from HDD activity. Though it is stated that short-term adverse effects of non-threshold pollutants emissions from HDD activity could occur, the magnitude of these pollutants as a result of predicted emissions from HDD activity are well below air quality limit values and are emitted over a very short duration during the construction phase, amounting to at most slight adverse health impact. These impacts are reconfirmed in the Environmental Statement – Volume 3 – Appendix 23.4 Air Quality Generator Emissions Modelling.</p>	<p>Unresolved at DL8</p>
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Ref.	Description of matter	Current Position	RAG
		<p>The assessment in ES Chapter 26 (APP-141) was undertaken in November 2019 and therefore does not reflect any lifestyle changes which have arisen as a result of the COVID-19 pandemic. Section 26.6.3.16 of ES Chapter 26 (APP-141) identifies populations (older people, people with existing health conditions, and unemployed and low-income groups) that might spend more time at home, and therefore experience greater exposure to noise impacts. Increased levels of home working could mean that increased numbers of the general population are based within residential receptors during the day. However data on the number of people working from home within the study area is not available, and therefore it is not possible to determine the size of the additional population who could potentially be exposed to day time construction noise. Continued changes in government policy regarding lockdown restrictions on the population will contribute to this number fluctuating and therefore determining if the magnitude of the impact could change from that assessed within the ES is not possible. It should be noted that the assessment of effects of construction noise on human health was informed by ES Chapter 22, which assigns a sensitivity of 'high' to all residential receptors. Regardless of whether residential receptors (homes) are occupied during day time hours, they have been considered as sensitive in this assessment. Therefore the increase in home working does not change the overall conclusions in the human health assessment.</p> <p>The effects listed above are taken from the ES Chapter 24 (APP-139) Noise and Vibration to inform the health assessment in ES Chapter 26 (APP-141). ES Chapter 24 (APP-139) does not make a distinction on impacts to vulnerable groups who may live within a residential receptor, and all residential receptors are considered to be of high sensitivity. ES Chapter 26 (APP-141) has assumed (see section 26.4.2.2) that all human receptors are sensitive and individual vulnerable groups were assumed to be distributed within the general population. Where a group within the population was deemed to be particularly vulnerable to an effect, a note was made within the assessment. The assessment in ES Chapter 26 (APP-141) of impacts on health due to construction noise (section 26.6.3.16) has identified that areas within the study area for the Onshore Cable Route have an older population, and therefore this group could be more vulnerable to the effects of construction noise, identified as temporary short-term moderate adverse (significant).</p> <p>The assessment in ES Chapter 26 (APP-141) was undertaken in November 2019 and therefore does not reflect any lifestyle changes which may have arisen as a result of the COVID-19 pandemic. The assessment in section 26.6.3.41 of ES Chapter 26 (APP-141) concludes that construction effects on landscape and open space would affect a moderate-large total number of people, though due to transient construction activities, effects would be localised for short periods of time and affect small population groups. Despite a potential in increased users of green space and PRoW, it is anticipated that construction effects will remain limited to small numbers of people of short periods of time due to the transient nature of construction activities.</p> <p>The Applicant welcome's PCC's agreement to the broad areas of impact, and hopes that the response above provides further information of assistance.</p> <p>This matter remains unresolved at DL8.</p>	
<b>PCC 4.13.4</b>	Mitigation - Onshore Outline CEMP – Location	<p>The measures set out in section 6.2.9 (Human Health) of the Onshore Outline CEMP (REP5-019) are not agreed.</p> <p>On 26/02/21, PCC confirmed that this matter was not agreed as these currently stand, and provided the following comments:</p> <p><i>"The Human Health section of the CEMP makes no reference to the impacts of air and noise quality as identified in the Human Health chapter of the Environment Statement.</i></p>	Not Agreed

Ref.	Description of matter	Current Position	RAG
	<p>Specific Construction Environmental Control Measures</p>	<p><i>I am concerned that the principles set out in the traffic management strategy - particularly single lane operation - will effectively impede (or deter) active travel, create a competition for space between cyclists and pedestrians and have possible road safety concerns. This applies to the whole onshore cable route, but particularly around key active travel/recreation locations such as Bransbury Park. Seek further reassurance on this.</i></p> <p><i>I am concerned with the proposal that footway obstruction allows for 1m width alongside as absolute minimum - this is the bare minimum for inclusive mobility and I'd be keen to see a commitment to a minimum of 1500mm to ensure a barrier-free pedestrian environment. Where bus stops need to be closed, there is no provision set out in the CEMP for enabling full accessibility to bus patrons who are disabled, visually impaired or have limited mobility.</i></p> <p><i>Temporary diversions of public rights of way - no detail outlining where these will be and what route they will take. I am concerned that the temporary diversions may not be accessible, inclusive of all pedestrians and may not be subject to natural surveillance for safety. Adequate signage and maintenance of temporary diversions are crucial in order not to deter users and impact on physical activity and recreation."</i></p>	

Ref.	Description of matter	Current Position	RAG
		<p>In response, the Applicant notes that ES Chapter 26 (APP-141) refers to best practice construction methods described in the Onshore Outline CEMP (REP7-033) but does not specify that these are within the Human Health section of the CEMP. To avoid repetition, measures to address air quality and noise effects during construction are set out under the respective headings for these topics.</p> <p>The Framework Traffic Management Strategy (FTMS) (AS-072) sets out the overarching principles and methodology to be used during the construction of the Onshore Cable Corridor. The appointed contractor will be required to develop it in further detail, and any traffic management measures will need to be submitted for approval to the relevant Highway Authority.</p> <p>Section 2.5.1.3 of the FTMS states the following overall principle, applicable to the traffic management requirements of the Onshore Cable construction;</p> <ul style="list-style-type: none"> <li>• <i>Traffic management measures should provide for non-car modes, ensuring that safe and convenient routes are provided for pedestrians, cyclists and public transport users. Removal of such provision should only be considered as a last resort and where required must accompanied by suitable diversion routes.</i></li> </ul> <p>It is therefore considered that the safety of cyclists and pedestrians is covered by the principles set out in the FTMS. The FTMS includes a section on Pedestrians and cyclists (section 2.12) and states that <i>"In all cases the construction works will ensure that pedestrians and cyclists can pass in a safe manner, with suitable barriers between the construction works"</i> (section 2.12.1.1).</p> <p>The Applicant notes that the final version of the FTMS includes a revision to state that the desirable minimum width of 1.2m shall be provided (section 2.12.2.1).</p> <p>The Environmental Statement Addendum – Appendix 14 Note on PRow, Long Distance Walking Paths and Cycle Route Diversions (REP1-145) provides indicative diversion routes for PRow, long distance walking routes and cycles routes during construction. These diversions are indicative at this stage as a contractor has not yet been appointed.</p> <p>The Framework Traffic Management Strategy (FTMS) (AS-072) sets out requirements for pedestrian and cycle routes along the Onshore Cable Corridor during construction. Section 2.12.1.1 of the FTMS states <i>"In all cases the construction works will ensure that pedestrians and cyclists can pass in a safe manner, with suitable barriers between the construction works. Particular attention will also be paid to the needs of people with mobility and visual impairments to ensure that their safety and free movement is retained. All layouts will follow protocol defined by Chapter 8 of the Traffic Signs Manual (DfT, 2009)."</i></p> <p>For the reasons identified above, the Applicant does not agree with PCC's comments regarding mitigation and control measures in the OOCEMP, and considers that the mitigation and control measures are suitable and appropriate to address impacts on human health.</p>	
<p><b>PCC 4.13.5</b></p>	<p>Residual effects</p>	<p>The assessment of residual effects set out at table 26.19 of Chapter 26 of the ES (APP-141).</p> <p>On 26/02/21, PCC confirmed that agreement of the residual effects would be subject to comments above being resolved.</p>	<p>Unresolved at DL8</p>

Ref.	Description of matter	Current Position	RAG
		<p>In response, the Applicant notes PCCs comments and has provided responses above to address the concerns raised. This matter remains unresolved at DL8, as the Applicant has not had an opportunity to discuss the above with PCC given the time available before DL8.</p> <p>This matter remains unresolved at DL8.</p>	
<p><b>PCC</b> <b>4.13.6</b></p>	<p>Health- Access to Leisure Facilities and Open Space</p>	<p>The details set out in paragraphs 26.6.3.17 to 41 of ES Chapter 26 (APP-141) are not fully agreed.</p> <p>On 26/02/21, PCC confirmed that the stated health impacts in these paragraphs are agreed. However, PCC confirmed that they did not agree with 26.6.3.28 <i>Although this disruption to access could result in a reduction in participation of leisure and a loss of health benefits associated with leisure activities and physical activity, temporary construction disruption is not anticipated to be sufficient to deter people from accessing these facilities completely</i> or 26.6.3.31 <i>Overall, disruptions to local transport routes and changes in access to community and leisure facilities and residents is likely to result in a temporary, short-term, minor adverse effect (not significant) on health to the general population and vulnerable groups including those with existing health conditions, older people, those with mobility impairment and socially isolated groups</i> PCC would argue that this depends on the quality and implementation of the CEMP - see comments above in this respect.</p> <p>With regards access to open space, PCC agree with the stated health impacts, but question the conclusions on significance and magnitude of impact. PCC's view is that the conclusion in 26.6.3.41 that <i>The overall effect on human health associated with the above temporary changes to landscape and green space associated with Onshore Cable Corridor and Landfall is anticipated to have a temporary, medium-term minor adverse effect (not significant) on human health during construction for the general population and vulnerable groups including older people, children and young people, low-income groups and people with existing health conditions, who are particularly vulnerable to the effects of reduced physical activity or may depend more on free of charge recreational facilities. This would affect a moderate-large total number of people, the construction of the Onshore Cable Corridor will be transient resulting in localised effects for short periods of time and to small population groups is not discharged by the mitigations set out in the CEMP.</i></p> <p><u>PCC also note that as things currently stand, the green and open spaces across the city are heavily utilised and very valuable assets for our residents. Any disruption to these areas may have an impact of greater magnitude than the HIA and human health chapter conclude given these were undertaken pre-COVID19 pandemic.</u></p> <p>In response, the Applicant notes PCCs comments and has provided responses above to address the concerns raised.</p> <p>The assessment in ES Chapter 26 (APP-141) was undertaken in November 2019 and therefore does not reflect any lifestyle changes which may have arisen as a result of the COVID-19 pandemic. The assessment in section 26.6.3.41 of ES Chapter 26 (APP-141) concludes that construction effects on landscape and open space due to transient construction activities would be localised for short periods of time and affect small population groups, therefore resulting in a minor adverse (not significant) effect as set out in the methodology in Table 26.3 of ES Chapter 26 (APP-141). Despite a potential for increased current users of green space and PRoW, it is anticipated that construction effects will remain limited to small numbers of people of short periods of time due to the transient nature of construction activities.</p> <p>Significance was determined by the scale set out in Table 26.3 of ES Chapter 26 (APP-141), and a minor adverse (not significant) effect was judged based on the likely temporary effects to a small numbers of people in a localised area at any one time, due to the transient nature of construction activities. As a significant effect wasn't identified, no specific mitigation measures were set out with regards to human health for this effect. However</p>	<p>Unresolved at DL8</p>

Ref.	Description of matter	Current Position	RAG
		<p>measures set out in the CEMP and Framework Transport Management Strategy to ensure access is maintained for users of open space will help ensure effects are kept to a minimum.</p> <p>This matter remains unresolved at DL8.</p>	
<b>PCC 4.13.7</b>	Response from Public Health England on matters relating to human health for information purposes only	<p>The Applicant notes that Public Health England (PHE) responded to the application through a relevant representation (RR-065) and state that they “are satisfied with the methodology used to undertake the environmental assessment.” Their response also states “The Onshore Outline Construction Environmental Management Plan includes provisions for the management, assessment and control of dust, pollution incidents, land contamination, plant and vehicle movements, impacts on water resources and waste management. The document proposes full consultation / agreement with the appropriate regulatory bodies and consequently we believe these matters can be satisfactorily addressed and wish to make no additional comments”. PHE concluded that the proposed development is unlikely to present a significant risk to public health.</p> <p>PCC raised a concern in their Relevant Representation around the “Consequential effects on the health and well-being of residents due to restricted access to open space and sports facilities” (<a href="https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020022/EN020022-001506-7.9.4%20Applicant's%20Response%20to%20Relevant%20Representations.pdf">https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020022/EN020022-001506-7.9.4%20Applicant's%20Response%20to%20Relevant%20Representations.pdf</a>) though our assessment in Chapter 26 covers the importance of greenspace (including recreational facilities) to health and well-being, and assesses effects arising due to the loss of greenspace.</p>	For information only.

#### 4.14. WASTE AND MATERIAL RESOURCES

**Table 4.14 - Waste and Material Resources**

Ref.	Description of matter	Current Position	RAG
<b>Waste and Material Resources</b>			
<b>PCC 4.14.1</b>	ES Methodology – Study Area	<p>The primary and secondary study areas are set out in section 27.1.2 of ES Chapter 27 (APP-142).</p> <p>On 25/01/21 PCC advised the Applicant that, subject to further internal consultation, it is likely that the Study Area can be agreed. It is noted that the primary area covers the area within order limits; the secondary area comprises waste disposal authorities within the SE region.</p> <p>On 01/02/21, PCC confirmed that this matter is now agreed. The Applicant welcomes PCC’s agreement on this matter.</p>	Agreed
<b>PCC 4.14.2</b>	ES Baseline	<p>The baseline environment is set out at section 27.5 of ES Chapter 27 (APP-142).</p> <p>On 25/01/21 PCC advised that, subject to further internal consultation, it is likely that the ES Baseline can be agreed.</p> <p>On 01/02/21, PCC confirmed that this matter is now agreed. The Applicant welcomes PCC’s agreement on this matter.</p>	Agreed
<b>PCC 4.14.3</b>	Predicted Impacts	The predicted impacts are set out at section 27.6 of ES Chapter 27 (APP-142).	Not Agreed

Ref.	Description of matter	Current Position	RAG
		<p>On 25/01/21, PCC noted that in 27.6.2.5, no information has been provided with regard to materials imported to site during the Construction Stage: ORS or the resurfacing of the Fort Cumberland Car Park, and requested that the Applicant address this matter.</p> <p>In response, the Applicant noted that Table 27.12 (Materials imported to site during the Construction Stage: Onshore Cable Corridor) of Chapter 27 Waste and Materials Resources of the ES makes reference to the materials required for ORS infrastructure. This incorporates the key bulk materials required for construction - aggregate, blockwork, brickwork and concrete. In addition, anticipated quantities of asphalt and aggregate for road re-instatement is included, however this is not specific to the resurfacing of the Fort Cumberland Car Park. Given the size of the car park area, the omission of material for the car park re-surfacing is not considered to be material to the outcome of the assessment. As such, the findings of the Waste and Material Resources chapter remain valid.</p> <p>On 05/02/21, PCC confirmed that 4.14.3 (and 4.14.6) cannot be agreed as PCC object to the development proposed on the Fort Cumberland Car Park (please see 4.3.8 above).</p> <p>The Applicant does not agree with PCC's comments, and maintains that the findings of the Waste and Material Resources chapter remain valid.</p>	
<b>PCC 4.14.4</b>	Mitigation - Onshore Outline CEMP – General Environmental Control Measures	<p>The measures set out in section 5.14 (Waste and Material Resources) of the Onshore Outline CEMP (REP5-019) are agreed.</p> <p>On 25/01/21, PCC noted that provided the Applicant can confirm that the general environmental control measures set out in the Onshore Outline CEMP accords with guidance in: Waste hierarchy guidance (publishing.service.gov.uk), this matter can be agreed.</p> <p>In response, the Applicant notes that the general environmental control measures outlined in Section 5.1.3 of the Onshore Outline CEMP (the most up to date version of which was submitted at D7 (REP7-032), makes reference to the application of the Waste Hierarchy. Furthermore, the requirement for the Contractor to develop a Materials Management Plan and Site Waste Management Plan will support the greater priority areas of the Waste Hierarchy (prevention, re-use and recycling).</p> <p>On 01/02/21, PCC confirmed that this matter is now agreed. The Applicant welcomes PCC's agreement on this matter.</p>	Agreed
<b>PCC 4.14.5</b>	Residual effects	<p>The assessment of residual effects set out in section 27.9 and table 27.22 of Chapter 27 of the ES (APP-142).</p> <p>On 25/01/21, PCC advised that, subject to further internal consultation, it is likely that the residual effects can be agreed.</p> <p>On 05/02/21, PCC confirmed that 4.14.5 cannot be agreed as PCC object to the development proposed on the Fort Cumberland Car Park (please see 4.14.3 and 4.3.8 above)</p> <p>The Applicant does not agree with PCC's comments, and maintains that the findings of the Waste and Material Resources chapter, including residual effects remain valid.</p>	Not Agreed

## 4.15. CUMULATIVE EFFECTS

Table 4.15 – Cumulative Effects

Ref.	Description of matter	Current Position	RAG
Cumulative Effects			
<b>PCC 4.15.1</b>	Methodology	It is agreed that the approach taken to the assessment of cumulative effects, including the zone of influence is set out in section 29.4 of ES Chapter 29 of the ES (APP-144), is appropriate and proportionate in accordance with PINS Advice Note 17 (Cumulative Effects Assessment).	Agreed
<b>PCC 4.15.2</b>	Coastal Defence Scheme	<p>Details of the cumulative effects associated with the coastal defence schemes set out within section 29.5 of ES Chapter 29 (APP-144) are yet to be agreed.</p> <p>The Applicant and PCC note that several meetings have taken place with Coastal Partners and PCC's project team for the North Portsea Island (NPI) schemes, to discuss the NPI schemes that are potentially affected by the alignment of the AQUIND scheme or will be constructed at the same time. These meetings have discussed programme/timings and how the projects can work together to minimise disturbance, maintain landscaping etc. Matters also discussed include the requirement to ensure the flood protection is not affected during the AQUIND works.</p> <p>On 26/02/21, PCC advised that the coastal defence schemes have progressed significantly since the drafting of the ES in November 2019. North Portsea Island FCERM Phase 4a is largely complete, Phase 4b has commenced and Phase 5, for which public funding has been allocated, will be submitted for the required consents in 2021/2022.</p> <p>The requirement of a Flood Risk Activity Permit will ensure flood risk levels are maintained. Full cumulative impacts are yet to be agreed. (See matters PCC 4.7.5 and PCC 4.7.6 above).</p> <p>In response, the Applicant notes that the parties continue to have meaningful engagement on the form of the Works Co-operation Agreement and envisage being in a position to reach agreement within the next couple of weeks. However, this matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.15.3</b>	HRA – cumulative effects	<p>Details of the cumulative effects associated with the HRA (APP-491) are set out within section 16.7 of Chapter 16 (APP-131) are agreed.</p> <p>PCC raise concern on the disturbance to SWBGS sites, specifically that the HRA in-combination assessment for onshore defers to the onshore ecology cumulative effects assessment.</p> <p>The Applicant notes that the revised HRA submitted at Deadline 1 (REP1-081) detailed an updated assessment with respect to SWBGS sites which are functionally linked to local Special Protection Area sites. This included a revision to the winter working principles following consultation with Natural England where it was agreed that subject to their implementation there would be no adverse effects on the integrity of either Chichester and Langstone Harbours SPA or Portsmouth Harbour SPA. The HRA submitted at Deadline 1 also included an update to the in combination assessment including for onshore ecology, as detailed in Appendix 3 (REP1-086).</p> <p>PCC note that Natural England is satisfied with the Applicant's proposed winter working principles following their various detailed discussions. At this matter is ultimately up to Natural England, PCC are happy for this point to be agreed.</p>	Agreed
<b>PCC 4.15.4</b>	Cumulative effects and co-ordination of project and other planned works	<p>Details of the cumulative effects of other developments set out within Table 29.14 of ES Chapter 29 (APP-144) and updated at Deadline 1 (REP1-146 and REP1-147) are yet to be agreed.</p> <p>The Applicant and PCC note that several meetings have taken place with Coastal Partners and PCC's project team for the North Portsea Island (NPI) schemes, to discuss the NPI schemes that are potentially affected by the alignment of the AQUIND scheme. These meetings have discussed programme/timings and how the projects can work together to minimise disturbance, maintain landscaping etc. We have also discussed the requirement to ensure the flood protection is not affected during the AQUIND works.</p>	Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
		<p>On 26/02/21, PCC confirmed that the requirement of a Flood Risk Activity Permit will ensure flood risk levels are maintained. Full cumulative impacts are yet to be agreed. (See matters PCC 4.7.5 and PCC 4.7.6 above)</p> <p>In response, the Applicant notes that the parties continue to have meaningful engagement on the form of the Works Co-operation Agreement and envisage being in a position to reach agreement within the next couple of weeks. However, this matter remains unresolved at DL8.</p>	

#### 4.16. DRAFT DEVELOPMENT CONSENT ORDER (INCLUDING REQUIREMENTS TO THE DRAFT DCO)

Table 4.16 – Draft Development Consent Order

Ref.	Description of matter	Current Position	RAG
<b>Update Note for information</b>	PCC General Comment on dDCO and Requirements	<p>PCC considers the dDCO to be continuing to develop iteratively and will want to review the dDCO as amended at following ISH1. This work is therefore ongoing. PCC would welcome the applicant convening a roundtable meeting with all local authorities present to review the dDCO in detail following the Deadline 6 update. PCC acknowledges that the wording of the dDCO is likely to continue to change until shortly before the close of the examination so common ground on the dDCO will broadly remain ongoing until then.</p> <p>The Applicant notes that other Authorities have responded to the dDCO and Requirements in their respective SoCGs, and therefore have offered to set up a meeting with PCC to discuss PCC-specific queries re the dDCO and Requirements. PCC did not take up this offer from the Applicant.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>On 26/02/21, PCC confirmed that rather than use the SoCG to provide comments on the draft DCO, PCC undertook to submit the written dDCO article-by-article review that it has now submitted to the applicant and the ExA. We trust that is of ample assistance to all parties.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>The Applicant notes that there are many items in this Table which remain unresolved at DL8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p>	
<b>PCC 4.17.1</b>	Scope of Powers		Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
		<p>PCC consider the scope of the powers being sought through the dDCO (APP-019) are appropriate. PCC is pleased to note certain concessions but remains fundamentally opposed to the nature and breadth of the powers sought. In particular, PCC raises concerns on the securing of powers regarding trees, amendment of existing legislative frameworks, and departure from the New Roads and Street Works Act 1991.</p> <p>The Applicant fundamentally disagrees that the powers in the DCO are too broad and not appropriate. The Applicant has offered to set up a meeting with PCC to discuss the dDCO and Requirements, though given the scrutiny already applied to these matters it is not considered requests to amend these articles further will be justified and therefore it is not anticipated the Applicant's position will change.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	
PCC 4.17.2	Operative Provisions	<p>The dDCO (REP1-021) is being reviewed by PCC, and consequently the wording of the operative provisions are yet to be agreed.</p> <p>PCC acknowledges that the wording of the dDCO is likely to continue to change until shortly before the close of the examination so this point will remain ongoing until then.</p> <p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
PCC 4.17.3	Discharge of Requirements (procedure and timescales)	<p>The dDCO (REP1-021) is being reviewed by PCC, and consequently the procedure and timescales provided for the discharge of requirements are yet to be agreed.</p> <p>PCC consider the 40 working day timescales provided for the discharge of requirements are adequate. PCC is concerned that the procedure for discharging requirements is unduly restrictive in relation to the request of further information. PCC fundamentally disagrees with any provision for deemed approval in the event that PCC does not respond in a specified time period; deemed refusal is the appropriate outcome.</p> <p>The Applicant welcomes PCC's agreement to the 40 working days timescale for procedure for discharging requirements.</p> <p>The Applicant is content the powers in the DCO, including those relating to deemed approvals, are entirely appropriate and reflect the need to ensure there is no impediment to the nationally significant infrastructure being delivered in a timely manner, and it is on this basis the Applicant has identified like provisions in made Orders.</p> <p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	Unresolved at DL8
PCC 4.17.4	Interpretation	<p>The dDCO (REP1-021) and its explanation of meaning are yet to be agreed.</p> <p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p>	Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
		<p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	
<b>PCC 4.17.5</b>	Phases of authorised development onshore	<p>The dDCO (REP1-021) requirement for a written scheme setting out phases of the authorised development to be submitted and approved (LPA approval) are yet to be agreed.</p> <p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	Unresolved at DL8
<b>PCC 4.17.6</b>	Works No. 4 – Detailed design approval (onshore HVDC Cables)	<p>The requirement of Works No. 4, details of the (a) proposed layout; (b) proposed cable burial depths; and (c) indicative location of the joint bays, link boxes and link pillars within the dDCO (REP1-021) are yet to be agreed.</p> <p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p>	Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
PCC 4.17.7	Works No. 5 – Detailed design approval (onshore connection works)	<p>This matter remains unresolved at DL8.</p> <p>The requirement of Works No. 5, details of the (a) proposed layout; (b) proposed cable burial depths; (c) indicative location of the joint bays, link boxes and link pillars; and (d) optical regeneration stations within the dDCO (REP1-021) are yet to be agreed. The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	Unresolved at DL8
PCC 4.17.8	Requirement 11 – Fencing and other means of enclosure	<p>The dDCO (REP1-021) requirement that construction sites are to remain securely fenced at all times during construction and removed on completion of phase is agreed.</p> <p>On 26/02/21, PCC confirmed that this matter was agreed.</p>	Agreed
PCC 4.17.9	Requirement 15 - CEMP	<p>The dDCO (REP1-021) requirement for a CEMP according with the outline CEMP, per phase (LPA approval). <i>See reference to Onshore Outline CEMP within tables below for specific topic/theme considerations</i> is agreed.</p> <p>On 26/02/21, PCC confirmed that this matter was agreed as per amended Requirement in REP7-014.</p>	Agreed
PCC 4.17.10	Requirement 18 – Construction Hours	<p>The proposed standard working hours between 0700 and 1700 hours on weekdays and 0800 and 1300 hours on Saturdays, excluding public holidays, except in the event of emergency unless otherwise agreed (LPA approval) are agreed.</p> <p>On 26/02/21, PCC confirmed that this matter was agreed as per amended Requirement in REP7-014.</p>	Agreed
PCC 4.17.11	Requirement 22 – Restoration of land used temporarily for construction	<p>The dDCO (REP1-021) requirement for reinstatement of land to its former condition (LPA approval) within 12 months of completion is yet to be agreed. It is noted that open space reinstatement also covered in the Outline Landscape and Biodiversity Strategy (REP1-034).</p> <p>On 26/02/21, PCC confirmed that this matter was agreed, subject to this being addressed in the FMPRI.</p> <p>On 26/02/21, PCC confirmed that PCC's response to the review of the FMPRI process will be submitted at DL8.</p> <p>The Applicant intends to respond to any comments raised by PCC at DL9.</p>	Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
<p><b>PCC</b> <b>4.17.12</b></p>	<p>Requirement 25 – Amendment to approved details</p>	<p>This matter remains unresolved at DL8.</p> <p>The dDCO (REP1-021) requirement for development to be carried out with approved details unless any amendment or variation is previously agreed in writing with the relevant LPA or HA, being in accordance with the principles of the ES, is yet to be agreed.</p> <p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant’s comments on these changes will form part of the Applicant’s schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC’s response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	<p>Unresolved at DL8</p>
<p><b>PCC</b> <b>4.17.13</b></p>	<p>Order Limits</p>	<p>Details as set out in Environmental Statement - Volume 2 - Figure 3.2 Order Limits (Onshore) (APP-147) and Environmental Statement - Volume 2 - Figure 3.9 Order Limits Sections (Onshore) (APP-154) are yet to be agreed, with PCC considering that the Order Limits contain an unjustified amount of land which results in uncertainty for the Council.</p> <p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant’s comments on these changes will form part of the Applicant’s schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC’s response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	<p>Unresolved at DL8</p>

Ref.	Description of matter	Current Position	RAG
<p><b>PCC</b> <b>4.17.14</b></p>	<p>Part 3 – Streets</p>	<p>Discussions are ongoing with PCC with regard to the rights to carry out works in the highway and the ability for the undertaker to utilise statutory highway powers to facilitate the carrying out of such works in an expeditious manner. The Applicant has confirmed that as none are required in connection with the Authorised Development, the DCO will confer an ability make permanent TRO's.</p> <p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements. It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	<p>Unresolved at DL8</p>
<p><b>PCC</b> <b>4.17.WH1</b></p>	<p>Works No. 4, exception 1</p>	<p>The proposed working hours exception for Section 5 Havant Road near Drayton between Farlington Avenue and Eastern Road – up to 24 hour working for one weekend (noisy activities avoided during darkness) or 0700 to 2200 hours for up to four weekends are yet to be agreed.</p> <p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements. It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	<p>Unresolved at DL8</p>
<p><b>PCC</b> <b>4.17.WH2</b></p>	<p>Works No. 4, exception 2</p>	<p>The proposed working hours exception for Section 6 Fitzherbert Road and Sainsbury's car park – night works (noisy activities avoided during darkness) are yet to be agreed.</p>	<p>Unresolved at DL8</p>

Ref.	Description of matter	Current Position	RAG
		<p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	
<p><b>PCC</b> <b>4.17.WH3</b></p>	<p>Works No. 4, exception 3</p>	<p>The proposed working hours exception for Section 6/7 Farlington Railway Crossing (trenchless) – 24 hour working are yet to be agreed.</p> <p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	<p>Unresolved at DL8</p>
<p><b>PCC</b> <b>4.17.WH4</b></p>	<p>Works No. 4, exception 4</p>	<p>The proposed working hours exception for Section 7 Langstone Harbour (Kendall's Wharf to Farlington Playing Fields HDD) – 24 hour working are yet to be agreed.</p>	<p>Unresolved at DL8</p>

Ref.	Description of matter	Current Position	RAG
		<p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	
<p><b>PCC</b> <b>4.17.WH5</b></p>	<p>Works No. 4, exception 5</p>	<p>The proposed working hours exception for Section 8 Eastern Road between Airport Service Road and north of Milton Common – up to 24 hour working, seven days a week for approximately 33 days (noisy activities avoided outside Harbourside Caravan Park during darkness) are yet to be agreed.</p> <p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	<p>Unresolved at DL8</p>
<p><b>PCC</b> <b>4.17.WH6</b></p>	<p>Works No. 5 (Onshore Connection Works)</p>	<p>Proposed Requirement 18, setting working hours between 0800 and 1800 hours on weekdays and 0800 and 1300 hours on Saturdays, excluding public holidays, except in the event of emergency unless otherwise agreed (LPA approval) are yet to be agreed.</p>	<p>Unresolved at DL8</p>

Ref.	Description of matter	Current Position	RAG
		<p>The Applicant offered to set up a meeting with PCC to discuss the dDCO and Requirements.</p> <p>It is noted that the draft DCO was discussed at ISH4 on 17/02/21.</p> <p>The Applicant confirms that PCC issued comments on the dDCO prior to Deadline 7c and the Applicant has provided its responses directly to PCC. The Applicant's comments on these changes will form part of the Applicant's schedule of responses to the draft DCO to be submitted at Deadline 8.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the dDCO and Requirements.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	

#### 4.17. OPTICAL REGENERATION STATIONS

Table 4.17 – Optical Regeneration Stations

Ref.	Description of matter	Current Position	RAG
<b>Optical Regeneration Station (ORS)</b>			
<b>PCC</b> <b>4.18.1</b>	Location	<p>The Applicant sought PCC's in-principle agreement that the ORS should be sited at Fort Cumberland Car Park, being considered by the Applicant to be the most appropriate location within 1 km search radius of landfall. Details considered in Chapter 2 of the ES (APP-117) paragraph 2.6.6.22.</p> <p>The site at Eastney is in use as a public car park, which is finished in rolled scalplings. The parking facility nestles inconspicuously into the scrubland character of the adjacent open space to the north-east, which forms part of a Local Wildlife Site Encircling Fort Cumberland.</p> <p>At D6, PCC stated that they <i>"do not agree that the ORS should be sited at Fort Cumberland car park. However if the SoS agrees that an ORS is a legitimate part of this development, there is still insufficient evidence regarding its size and scale"</i>.</p> <p>The Applicant has provided a response to Question 3.4 regarding the FOC infrastructure and the ORS buildings at Fort Cumberland Car Park at Eastney in REP6-063 – [Document 7.9.22, section 2.9] which provides the Applicant's response to Action Points Raised as ISH1,2 and 3, and CAH1 and 2, which identifies the Applicant's position on the need for ORS in this location, and the required scale.</p> <p>On the basis of the above, it is noted that the relative positions of PCC and the Applicant on the location and scale of the ORS buildings are fundamentally different and are not agreed.</p>	Not Agreed
<b>4.18.2</b>	Parameters	<p>PCC does not wish to comment on the appropriateness of the Proposed Development's design from an engineering point of view, though it is acknowledged and agreed that the Applicant has sought to incorporate a degree of flexibility within the layout and design. The flexible approach and</p>	Not Agreed

Ref.	Description of matter	Current Position	RAG
		<p>maximum design parameters which are set out and secured in Table WN6 of Requirement 5 (Schedule 2) of the draft DCO are matters for further discussion. PCC advised at D6 that <i>“PCC notes that the applicant is seeking wide parameters, PCC considers this to be unnecessary and unjustified”</i></p> <p>The Applicant has provided a response to Question 3.4 regarding the FOC infrastructure and the ORS buildings at Fort Cumberland Car Park at Eastney in REP6-063 – [Document 7.9.22, section 2.9] which provides the Applicant’s response to Action Points Raised as ISH1,2 and 3, and CAH1 and 2, which identifies the Applicant’s position on the need for ORS in this location, and the required scale. The use of a parameter approach is entirely justified.</p> <p>On the basis of the above, it is noted that the relative positions of PCC and the Applicant on the location and scale of the ORS buildings are fundamentally different and are not agreed.</p>	
4.18.3	Detailed design approval	<p>The design principles for Works No. 5, optical regeneration stations, are contained in the Design and Access Statement (APP-114). The Applicant sought PCC’s review of these design principles and agreement that they provide appropriate guidelines for future detailed design.</p> <p>At D6, PCC provided the following response:</p> <p><i>PCC do not agree that the very limited design principles articulated in the D&amp;A (for the ORS) provide appropriate guidelines for future detailed design.</i></p> <p><i>The site justifies and requires more than simply ‘adequate’ mitigation of the scheme’s impact. The scale of the compound is such that the LPA does not consider mitigation measures alone (which could themselves further erode open setting and context) as sufficient to make the scheme acceptable.</i></p> <p><i>Significance of Assets – ‘flawed’ and downplayed</i></p> <p><i>PCC agree with the applicant’s assessment (as set out at 21.5.11.10. of the ES), that “The group of assets which make up Fort Cumberland is considered to be of Very high significance. Their setting makes a high contribution to their significance, derived from their value as a group and the preserved surrounding landscape which contributes to their context and understanding as heritage assets. Although the presence of modern residential developments has impacted on the asset’s historic setting”.</i></p> <p><i>The ES goes on to suggest that the car park (where the proposed structure would be located) does not currently contribute to the setting of the fort, “but as it is still flat does allow continuation of the historic ‘fields of fire’ from the ravelin towards Fort Cumberland Road”. PCC do not agree with this statement and consider its reasoning to be flawed. Whilst the surface treatment of the carpark contrasts with its surroundings it is at present ‘open’ (free of buildings), and for this reason contributes to the significance of the fort by sustaining uninterrupted views within the asset’s historic field of fire (both from, and towards the asset). The introduction of a new structure (particularly of the footprint, scale, and height of the proposal) in this location cannot but erode and diminish the existing ‘openness’ which the car park and its environs provide and sustain.</i></p> <p><i>Assessment of Impact is considered to be downplayed</i></p> <p><i>The ES analysis of the fort concludes with the assertion that the likely direct, permanent, long-term effect of the proposal on Fort Cumberland would be of negligible significance (prior to the implementation of mitigation measures).</i></p>	Not Agreed

Ref.	Description of matter	Current Position	RAG
		<p><i>PCC are of the view that this assertion significantly downplays the impact of the proposal. It suggests that the applicant has brought insufficient consideration of the scheme’s heritage impacts to bear in their justifications for its acceptability. This ‘setting aside’ of impact (implicit in the line taken by the applicant), lacks credibility and is in my opinion unconvincing.</i></p> <p><i>Impact ‘less than substantial’</i></p> <p><i>Notwithstanding these observations, it is not asserted here that the impact of the structure, as it stands, would be ‘substantially harmful’ to the setting of the asset.</i></p> <p><i>It is also acknowledged that the proposal would inevitably require above ground physical infrastructure at landfall. In light of this the point of contention is the, scale, height, finish and overall physical ‘presence’ of the structure within its setting.</i></p> <p><i>Minimisation of Impact – unconvincing</i></p> <p><i>At p.43 (Para 7.5) - The Design and Access Statement which accompanies the submission suggests that the “The design and land take for the ORS and the Telecommunications Buildings will be minimised as much as possible”.</i></p> <p><i>It is unclear why the site should accommodate telecommunications equipment (in addition to any machinery/ infrastructure required for the ongoing monitoring /maintenance of the interconnector). If the purpose of this equipment is for example a revenue raising measure unrelated to the functioning of the interconnector, it is reasonable to suggest that its inclusion within the scheme (and therefore any increase in scale/impact which it necessitates), are unnecessary.</i></p> <p><i>It is also unclear why the proposed boundary/ means of enclosure around the site has the footprint it does. The 8m offset for example between the proposed boundary enclosure, and the buildings on the site is notable.</i></p> <p><i>These factors suggest that the statement made in the D&amp;S is also unconvincing. The approach taken is inconsistent with the ‘very high’ significance of the asset, and the value of its preserved surrounding landscape. Insufficient effort has been made to genuinely minimise the land take and other related design parameters for this structure.</i></p> <p><i>Proposal not capable of conservation support</i></p> <p><i>In light of this the proposal as it currently stands is not considered capable of conservation support. The proposal’s impacts call for measures which go beyond the planting of soft landscaping around the structure to help ‘screen’ its presence.</i></p> <p><i>Reduction in scale/footprint required</i></p> <p><i>Insufficient effort has been made to ensure that the proposed compound is genuinely as compact/ small as it should/could be. The footprint/scale of the structure are considered excessive within their sensitive context, and in need of significant revision (downsizing), it is suggested, by a minimum of at least 50%, The proposed height of the structure (4m) may also benefit from a reduction.</i></p>	

Ref.	Description of matter	Current Position	RAG
		<p>With regard to the matters raised by PCC above on design parameters, the Applicant does not consider there are any further items that need to be added to the DAS to address the concerns identified by PCC. Details of the need for the ORS is provided in the Applicant's response to PCC4.18.2, above. Details of the design parameters and the key components of the ORS are provided in the Design and Access Statement (Document 5.5, version 004 submitted at Deadline 7), and also responded to in Table 2.2 of 'Applicant's Response to Deadline 4 Submissions' [REP6-067], Document Reference 7.9.23, items 70-78 and 81.</p> <p>The Applicant notes PCC's comments regarding the ORS compound design parameters, and confirms that the distance between the ORS structures and the boundary fence to Fort Cumberland Road is designed to minimise the risk of trees (existing and proposed) falling and damaging the ORS equipment. In addition, in other locations, space is provided between the ORS structures and the boundary fence to ensure appropriate space for access and maintenance.</p> <p>With regard to the matters raised by PCC above on the significance of assets, the assessment of impact, and the minimisation of impact on the heritage asset, the Applicant directs PCC to the detailed response provided in Table 2.2 of 'Applicant's Response to Deadline 4 Submissions' [REP6-067], Document Reference 7.9.23, 70-78 and 81.</p> <p>The negligible impact as assessed in Chapter 21 of the ES (APP-136) is considered by the Applicant to be robust, having been determined in accordance with Historic England guidance (GPA Setting). The Applicant considers the impact to the significance of Fort Cumberland is negligible in respect of views from the western ravelin, based on the distance from the asset and the presence of a modern residential housing estate, located 15m to the north-west of the proposed ORS compound. The ORS would not have a significant impact on how the asset (when taken as a whole) is appreciated and understood.</p> <p>It has been agreed between the Applicant and Historic England that the proposed ORS would not result in substantial harm to the Fort Cumberland Scheduled Monument and Grade II*listed building (Document Ref. 7.5.13 - Statement of Common Ground with Historic England - Rev 004, ref 3.1.5) [REP6-047]. Historic England maintain that the level of harm is less than substantial whilst the Applicant considers the overall effect to Fort Cumberland scheduled monument is negligible. Irrespective of this differing professional opinion, in EIA terms the proposed change would not constitute a 'significant' environmental effect warranting substantial design amendments to the proposed scheme.</p> <p>The Applicant has also commented on this issue at PCC 4.8.4 and 4.8.5 (above). On the basis of the above, it is noted that the relative positions of PCC and the Applicant on the design parameters, mitigation, impact of ORS buildings on the setting of the heritage asset are fundamentally different and are not agreed.</p>	
4.18.4	Fencing and other means of enclosure	<p>Proposed Requirement 11 of the dDCO (REP1-021) requiring permanent fencing to be completed before ORS is brought into use and maintained for the operational lifetime is agreed. The most up to date version of the dDCO was submitted at D7 (REP7-013).</p> <p>On 26/02/21, PCC confirmed that this matter was agreed with regard to PCC 4.17.8 (see above)..</p>	Agreed
-	-	<p><i>For soft landscaping associated with the ORS see REP6-038, the Outline Landscape and Biodiversity Strategy, Appendix 2, Figure 3 for the outline landscape layout, and REP6-029 Section 1.2.2, which provides details of a proposed planting schedule for Fort Cumberland Car Park.</i></p>	
-	-	<p><i>For Noise associated with the ORS see [Paragraphs 24.6.11.24 to 24.6.11.30 of Chapter 24 of the ES (APP-139). In terms of mitigation measures, the noise criteria are secured through the Operational Broadband and Octave Band</i></p>	

Ref.	Description of matter	Current Position	RAG
		Noise Criteria Document (REP1-129). These criteria will ensure that the predicted impacts do not exceed those presented in the ES.]	

#### 4.18. COMMUNITY FUND

Table 4.18 – Community Fund

Ref.	Description of matter	Current Position	RAG
PCC 4.19	Community Fund (Sports and Recreation Contribution)	<p>PCC’s RR stated “PCC consider that a fund for community benefits to secure localised improvements for road users should be at least be required from Aquind to assist project mitigation. Biodiversity enhancement measures and a delivery programme for such improvements at Eastney after completion of works for the landfall underground connection bay should also form part of essential mitigation works.”</p> <p>The Applicant had considered this matter but confirmed that relevant matters are covered by mitigation already to be provided, and therefore in their view there was no evidenced need for a Community Fund.</p> <p>On 26/02/21, PCC confirmed that they seek a Community Fund for the benefit and compensation of users of Portsmouth City Council facilities at Farlington Playing Fields and land east of Eastern Road including Milton Baffins Rovers FC, and Bransbury Park and Fort Cumberland and other open space affected by the Order.</p> <p>PCC identified that a fund would protect sports clubs as a long-term prospect at the affected playing areas from the loss of revenue that would be caused by disruption to the playing season on the basis that prolonged suspension of club fixtures makes membership of a club an unattractive prospect, driving members away or out of the sport entirely. Aquind has accepted that it is not possible for the lost capacity to be absorbed elsewhere, so the best mitigation must be to ensure that clubs are attractive and financially viable once work is completed to draw sportspeople back.</p> <p>PCC also identified that amateur sports clubs tend to rely on modest membership fees, meaning they rarely have significant reserves to fall back on if their activities are interrupted. Whilst clubs’ reliance on the goodwill of dedicated volunteers greatly assists with minimising costs, the fixtures are the lifeblood of a club and a fund would give reassurance that the club has the financial means to re-emerge as a functioning, competitive entity after works are completed so as to preserve as much goodwill as possible.</p> <p>PCC consider that a fund could enable events or improvements at other open spaces in the city to mitigate the loss of open spaces during construction. Further, such a fund could provide legacy benefits at the sites once construction is completed. This would be proportionate to the scale of the project and its long operational period.</p> <p>Following receipt of PCC’s detailed quantification and justification for the contribution, which was provided to the Applicant on 25 February 2021, the Applicant reconsidered its position on this matter.</p> <p>The Applicant has updated the Unilateral Undertaking in respect of Development Consent Obligations, pursuant to s106 of the Town and Country Planning Act 1990, to include a ‘Sports and Recreation Contribution’ for the sum of £100,000 (one hundred thousand pounds) (Index Linked) to be paid to the Council for distribution to sports clubs within the Council’s administrative area who will be directly affected by the Development as a result of the temporary loss of available sports pitches.</p>	Unresolved at DL8

Ref.	Description of matter	Current Position	RAG
		<p>The Applicant has provided the response above to PCC and hopes that this will enable PCC to confirm this matter is now agreed.</p> <p>On 01/03/21, PCC confirmed that an Appendix would be submitted with their DL8 submissions, dealing with the Unilateral Undertaking and the Community Fund.</p> <p>The Applicant notes PCC's response, and will review the DL8 responses when available, and respond if appropriate. The Applicant intends to respond to any comments raised by PCC at DL9.</p> <p>This matter remains unresolved at DL8.</p>	

#### 4.19. DEFINITION OF ASSOCIATED DEVELOPMENT

**Table 4.19 – Definition of Associated Development**

Ref.	Description of matter	Current Position	RAG
<b>PCC 4.20</b>	Definition of Associated Development	<p>The Examining Authority is directed towards following documents which clearly set out Portsmouth City Council's stance regarding the Fibre Optic Cable:</p> <p>RR-185 Portsmouth City Council</p> <p>PDA-003 Portsmouth City Council - Submission for procedural Deadline A</p> <p>REP1-172 Portsmouth City Council - Deadline 1 Submission - APPENDIX A - Task A - Response to Examining Authority's first written questions</p> <p>REP1-173 Portsmouth City Council - Deadline 1 Submission - APPENDIX B - Task B - Local Impact Report</p> <p>REP1-174 Portsmouth City Council - Deadline 1 Submission - APPENDIX C - Task C - Written Representation</p> <p>REP2-018 Portsmouth City Council - Deadline 2 Submission - Comments on responses to Deadline 1</p> <p>REP3-025 Portsmouth City Council - Deadline 3 Submission - Comments on responses to Deadline 2 and draft Development Consent Order</p> <p>REP4-034 Portsmouth City Council - Deadline 4 Submission</p> <p>REP4-036 Portsmouth City Council - Deadline 4 Submission - Comments on responses to deadline 3</p> <p>REP5-084 Portsmouth City Council Deadline 5 Submission - Letter regarding Fibre Optic Cable Development and Project of Common Interest</p> <p>REP5-086 Portsmouth City Council - Deadline 5 Submission - Transcript of Oral Evidence to be presented at Compulsory Acquisition Hearing 1</p> <p>REP5-087 Portsmouth City Council - Deadline 5 Submission - Transcript of Oral Evidence to be presented at Issue Specific Hearing 1</p> <p>REP5-090 Portsmouth City Council - Deadline 5 Submission - Transcript of Oral Evidence to be presented at Open Floor Hearing 1</p>	Not Agreed

Ref.	Description of matter	Current Position	RAG
		<p>PCC fundamentally disagrees that it would be lawful to include fibre optic cables and equipment as associated development for the purposes Aquind are seeking. The practical implications that this line of reasoning has had for the compulsory acquisition of land make this point especially stark: the addition of fibre optic cables to this electricity interconnector is directly responsible for the optical regeneration stations near Fort Cumberland and the Telecommunications Buildings at Lovedean and their excessive size. The ORS are designed solely to serve commercial data purposes totally distinct from the transmission of electricity. The dominance of the fibre optic elements of what is proposed as the actual Interconnector Scheme and which are wholly for commercial gain (in what is supposed to be solely electrical infrastructure) has become 'the tail that wags the dog' in this application.</p> <p>The Applicant responded to the matters raised by PCC in respect of fibre optic cables in REP6-069, Document 7.9.25 (Applicant's Response to Deadline 5 Submission) Table 2.4, which states:</p> <p><i>The Applicant has confirmed its position on why the commercial use of the spare capacity within the fibre optic cables required for the operation of the Proposed Development is associated development in accordance with Section 115 of the Planning Act 2008 and how such associated development complies with the relevant guidance provided in this regard within the Statement in Relation to FOC (REP1-127). The spare fibres are intrinsically linked to the fibres that perform the support function as they form part of the same cable. In other words, the fibre optic cables need to be considered as a whole – they are two cables (one installed with each of the HVDC and HVAC Cable Circuits) with multiple fibres required in connection with the Proposed Development for control, protection and monitoring purposes. As set out in the Statement in Relation to FOC (REP1-127)., the Proposed Development could not operate reliably without the fibre optic cables. The mere fact that will be spare capacity in these cables is not “an aim in itself” and the commercial element is subordinate to the principal development.</i></p> <p><i>There is no error of law in Para 4.6 of REP1-127. Para 4.6 reads: In addition, the Planning Inspectorate’s Advice Note Thirteen states at paragraph 2.9 that “associated development is subordinate to the NSIP, but necessary for the development to operate effectively to its design capacity.” In this regard it should be noted that the proposed Development is not an NSIP (though has been confirmed to be of national significance), and the advice note is read on the basis that the use of the Proposed Development for the transfer and conversion of electricity is taken to be the primary use which any associated development would need to be subordinate to”. The Proposed Development is not an NSIP under the Planning Act 2008, were that the case a Section 35 Direction would not have been required to confirm development consent is required for it, however it has been confirmed to be of national significance and development for which development consent is required by virtue of the s.35 Direction.</i></p> <p><i>The Applicant is in no way seeking to preclude the ExA and the Secretary of State from performing their role under s.115 Planning Act 2008. It is acknowledged that the Secretary of State will determine whether the commercial telecommunications use of the spare fibres within the fibre optic cable and the FOC infrastructure is associated development for which development consent may be granted in due course.</i></p> <p><i>As is confirmed in the Statement in Relation to FOC (REP1-127) and as was confirmed in the hearings, all electricity interconnectors require fibre optic cable to allow for the converter stations to communicated with one another. Without this, the project would not be able to reliably operate. The Applicant has been clear that it is seeking consent to use the spare capacity within the fibre optic cables for commercial telecommunications purposes, and has explained why this is associated development, subordinate to the principal development which performs the transfer and conversion of electricity within the Statement in Relation to FOC (REP1-127).</i></p>	

Ref.	Description of matter	Current Position	RAG
		<p><i>The Applicant has provided a response to the Examining Authority's Further Written Question at DCO 2.5.1 (REP7-038) in relation to this matter.</i></p> <p>On the basis of the above, it is clear that the relative positions of PCC and the Applicant are fundamentally different and are not agreed.</p>	

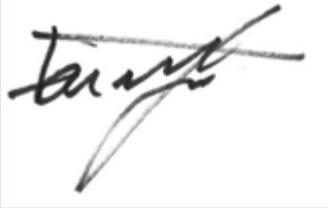
#### 4.20. RELEVANCE AND POSITION OF OTHER LICENCES AND CONSENTS (FRANCE)

Table 4.20 – Relevance and Position of Other Licences and Consents (France)

Ref.	Description of matter	Current Position	RAG
PCC 4.20	Relevance and Position of Other Licences and Consents (France)	<p>The Examining Authority is directed towards the following documents which clearly set out Portsmouth City Council's stance regarding the uncertainties concerning the development proposed in France:</p> <p>REP5-084 Portsmouth City Council - Deadline 5 Submission - Letter regarding Fibre Optic Cable - Development and Project of Common Interest</p> <p>REP5-090 Portsmouth City Council - Deadline 5 Submission - Transcript of Oral Evidence to be presented at Open Floor Hearing 1</p> <p>The Applicant has responded to the matters raised by PCC in their Deadline 5 submissions, in REP6-069, Document 7.9.25 (Applicant's Response to Deadline 5 Submission) Table 2.4, which states:</p> <p>The Applicant refers to the response to question 5.5 within the Applicant's Transcript of Oral Submissions for Compulsory Acquisition Hearing 1 which provides clear information regarding the regulatory status of the project and the pathway to obtaining regulatory status in 2021. PCC misunderstand the regulatory regime which applies to energy markets and the points raised are fundamentally flawed as a consequence of this. Updates are made to the Funding Statement submitted at Deadline 6 to confirm relevant regulatory matters, and updates are also made to the Other Consents and Licences document (also submitted at Deadline 6) to again update on the progress being made in relation to obtaining the necessary consents in France.</p> <p>The Applicant set out the position in response to PCC's REP5-084 (Fibre Optic Cable - Development and Project of Common Interest) in REP6-061 (Document 7.9.20), which stated:</p> <p><i>b. The status of Project of Common Interest, whilst a nice attribute, does not have any material impact on the development of the project or indeed any impact on the regulatory status that the Applicant is pursuing with ACER.</i></p> <p><i>Please also refer to the Applicant's hearing transcript for Compulsory Acquisition Hearing 1 (REP5-034), and the post hearing summary and updated Funding Statement submitted at Deadline 6.</i></p> <p>The Applicant has set out the position regarding the status of Other Licences and Consents (France) in Document 5.2 – Other Consents and Licences (Rev 003) at Deadline 6 – [REP6-024], see Table 2.1, items 24-30.</p> <p>On the basis of the above, it is clear that the relative positions of PCC and the Applicant are fundamentally different and are not agreed.</p>	Not agreed

## 5. SIGNATURES

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Ref.	Portsmouth City Council	AQUIND (the Applicant)
Signature		
Printed Name	Ian Maguire	
Title	Assistant Director for Planning and Economic Growth	
On behalf of	Portsmouth City Council	AQUIND Limited
Date	01/03/2021	

