

From: [REDACTED]
To: [Aquind Interconnector](#)
Subject: Response from Portsmouth City Council to the further comments from the Applicant at the request of the SoS
Date: 12 August 2021 20:23:12
Attachments: [Portsmouth_CC_Response_Postexamination_August_2021.pdf](#)
[APPENDIX - Portsmouth_CC_Response_Postexamination_August_2021.pdf](#)

Dear Sirs,

Please find attached the response from Portsmouth City Council to the further comments from the Applicant dated 23rd July 2021 in respect of the request of the Secretary of State of 13th July 2021.

Should I be able to provide any assistance please do let me know.

Yours faithfully

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Our Ref: 2021812
Date: 12/08/2021

Via email to
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FAO the Planning Inspectorate

Dear Sirs,

RE: Comments from Portsmouth City Council as an Interested Party on the responses to the Secretary of State's 13 July 2021 consultation to the Applicant in respect of Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project.

In line with the Secretary of State's requests for comments on the Applicant's response to his earlier requests for information and an alternative draft of the proposed DCO, please find responses on behalf of Portsmouth City Council ['PCC' or 'The Council'] set out below:

Mitigation and financial contribution proposals for sports grounds, playing pitches and recreational facilities in Portsmouth

Financial Contributions

- 1.1 PCC have examined the response provided by the Applicant in their submission dated 23 July 2021. Prior to and throughout the Examination PCC highlighted that there remained substantive unmitigated and unaddressed impacts from the scheme on playing pitch provision and the consequent associated adverse impact on sport, community and well-being derived from this.
- 1.2 To assist the Examining Authority PCC therefore raised at the earliest opportunity the suggestion that a Community Fund to assist with this mitigation of adverse impact could be considered. The lack of effective mitigation was highlighted by PCC even at the pre-application stage. The Applicant rejected the suggestion of a final contribution to compensate for the adverse implications of the scheme on playing pitches stating that they had *'considered this matter but confirm that relevant matters are covered by mitigation already to be provided, and therefore in their view there is no*

evidenced need for a Community Fund. [Examination Library ref REP7-048a]
The Applicant maintained that position throughout the Examination, as evidenced, for example, in the submitted Statement of Common ground between PCC and the Applicant at Deadline 7, submitted in the month preceding the closure of the examination. [REP7-048a].

- 1.3 It was not until 26th February 2021, the week before the final deadline for Interested Parties on 1st March, that the Applicant finally accepted a Community Fund was necessary and justified in order to assist with the mitigation of the adverse impacts on Sports and Recreation in the City. As noted in the Council's deadline 8 response [ref REP8-075], despite highlighting this matter and providing relevant details to the Applicant at the pre-application stage, the Applicant failed to carry out an informed assessment by a specialist with the necessary agronomic qualifications equipped with information already provided by the Council, in order to submit a meaningful Framework Management Plan for Recreational Impacts ['FMPRI'], until the Examination process was in its very last stages. This unjustified delay on the part of the Applicant prevented relevant interested and affected parties from having sufficient time and a reasonable opportunity thoroughly to consider the new evidence describing impacts and proposed 'mitigations'. The Council as a consequence had a few short working days to progress the consideration of the FMPRI and then seek to assist the Examining Authority ('the ExA') as best it could as to what scale of Community Fund might be necessary.
- 1.4 Notwithstanding this prejudicial and unnecessarily restrictive timetable created solely by the Applicant's delay, PCC nevertheless sought to address this matter in support of the ExA's task by trying to evaluate the updated FMPRI.
- 1.5 As the Applicant acknowledges in their response to the Secretary of State of 23rd July 2021, it is not possible, given the nature and variability of the impact on community sports clubs, teams, and groups as well as the wider community and well-being of the city (which PCC would add) to devise a precise formula to calculate the amount required to provide reasonable mitigation for the impact of the scheme. Despite the fact that the Applicant maintained its position all the way up to the 25th February 2021 of challenging the necessity for a Community Fund, PCC nevertheless undertook a rational assessment that would directly, fairly and reasonably relate in scale and kind to the proposed development. As detailed in the Council's response at Deadline 8 [ref REP8-075] (paragraphs 3.8 and 3.9) this was done by evaluating Appendix C of the FMPRI and identifying that, by virtue of the proposed development, 87 weeks of playing pitch provision would be lost at Farlington and Langstone within the city. Whilst PCC consider that no financial contribution would adequately address the community impact of the period of loss of playing pitches and the displacement of users, utilising that

assessment, a nominal value for the community for each day lost was applied, based on the charging amounts of the pitches, in lieu of any better indicator of what value the community placed on their playing pitches. This amount came to approximately £100,000.

- 1.6 At that time the Applicant suggested, in their FMPRI 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 Applicant further suggested this realignment was to be secured through further deeds that would bind PCC to permit the Applicant to enter land outside the Order Limits to undertake realignment of pitches at their cost.
- 1.7 It was of course extremely frustrating to the Council to discover that the Applicant had subsequently altered its position, following this attempt to assist the ExA and confirmed that they no longer intended to provide draft Development Consent Obligations which addressed this need for pitch realignment outside of the Order limits.
- 1.8 This reversal of their position clearly meant further adverse implications on Sport and Recreation within the city well beyond those at Farlington and Langstone but also at Bransbury Park, (see para 3.17 of the Council's submission at Deadline 8 ref REP8-075). With no time fully to reassess this new scale of impact PCC had to suggest an increase in the Community Fund of £250,000, to reflect the significantly greater scale of unmitigated harm which was put forward as a reasonable sum in all the circumstances.
- 1.9 PCC is surprised to see that the Applicant is now seeking to abrogate its responsibility to properly consider and address mitigation by suggesting that the original sum of £100,000 for the Community Fund, which was based on an abandoned approach to mitigation and which did not reflect the greater impact of the scheme, should still be considered sufficient without increase.
- 1.10 In respect of the Applicant's suggestion that the proposed financial contribution would sufficiently compensate for the impact on the affected facilities, PCC notes that the Applicant in its response acknowledges, in addition to the previously acknowledged unmitigated harm to the communities and well-being of those that use and enjoy playing pitches at Farlington and Langstone, that the works will have further unmitigated harm to the communities at Bransbury Park, as noted in para 2.21 of their response. It is therefore clear even on the Applicant's own understanding of the case that the original financial contribution of £100,000 does not sufficiently compensate for the impact on all the affected facilities. The Applicant has evidently failed to reflect the full circumstances and is merely seeking to minimise the sum when the increased figure identified by PCC reflects the greater impact.

- 1.11 PCC considers that the sum of £250,000 is and remains a reasonable and fair sum in all the circumstances.

Realignment of Playing Pitches

- 1.12 PCC note in 2.18 of its response to the Secretary of State, the Applicant's reluctance and concerns about letting PCC be responsible for pitch realignment outside the Order Limits. The goal posts PCC use are of a heavy metal construction and as such must be installed with sockets and concrete footings of a specific size to ensure safety of users; any failure due to incorrect installation could result in serious injury leaving the Council liable for such. When laying out pitches, PCC endeavours to avoid placing football pitches over cricket outfield as the wear caused by football affects the quality of the cricket and means PCC is required to close these football pitches earlier so that cricket outfield can be re-established prior to start of the summer cricket season. Placing high-wear areas such as goalmouths on cricket outfield is to be avoided at all costs. PCC do not consider that the Applicant has fully understood the approach or implications of pitch relocation.
- 1.13 Throughout the Applicant's response to the Secretary of State they make suggestion that existing playing pitches can be utilised as mitigation for the prolonged loss of pitches. This presumption is however founded on several incorrect assumptions and assessments.
- 1.13 PCC has no alternative space to offer the clubs affected, especially with the predicted increase in demand (see below). With potentially 29 games being displaced from the cricket fields at Langstone, PCC have for example major concerns that many of these games will not be played, affecting the leagues that many of these teams are involved in.
- 1.14 The Applicant states in 2.42.8 of its response that pitch 10 at Farlington is not currently used. PCC do not know when the Applicant visited the site to make this assertion, but PCC's own records show it was in very much use in the 2020- 21 season. The Applicant also states that 7 out of the 9 pitches would be available, but this should read 7 out of 10 pitches available.
- 1.15 The Applicant has also stated in 2.42.6 that there would be no impact on pitches 1, 2, 3, 5, 6, 7, and 9, or cricket 1 and 2. Despite PCC's request for the Applicant to reduce the Order Limit areas at Farlington, these still cover all football pitches except 1, 2, and cricket 1 plus all access roads, giving PCC no certainty or guarantees as to which pitches will or will not be affected. The Applicant further states in 2.42.9 that the 9v9 junior pitch would be out of play

for a total of 16 weeks but could be relocated to the unused pitch 10. However as noted above pitch 10 is in use.

- 1.16 The Applicant also states in 2.42.10 that the loss of fixtures over the period of the works is based on losing pitches 4 and 8 but fails to include pitch 10 in their calculations. They make the assumption in paragraph 2.42.11 that games could be accommodated on other pitches at Farlington by overplaying the pitches on 3 games per day on Sundays. Although this is an option in the short term, if 3 games per day were played on those pitches for any extended period of time there would be detrimental effects on the playing surface potentially rendering those pitches unplayable through overuse.
- 1.17 Finally the Applicant lays out in some detail the impact of loss of pitches in seasons 1, 2, and 3. These numbers are based on only 2 pitches being affected. As noted earlier, this should in fact be based on 3 pitches affected (4, 8 and 10). Whilst much of the Aquind construction works are programmed outside of the football season, the effects on the season would be loss of 3 pitches for 4 weeks in September during works plus 8 weeks for reinstatement in Oct/Nov - a total of 12 weeks disruption. This would result in a potential loss of 36 fixtures (based on 1 game a week on each pitch) and up to 72 fixtures based on 2 games a week for each season.
- 1.18 Since the Covid outbreak we have seen a marked increase in sports take up for all sports, golf, football, cricket etc , to the extent that, according to the local football league rep, we have a further 24 new teams entering the Portsmouth football leagues for the 2021-22 season, putting even more pressure on our already busy pitches. The cricket fixtures have also increased. This is something that perhaps neither PCC nor the Applicant could have foreseen at the time of the application. This however is something that has to be considered when assessing the real impacts of the scheme.
- 1.19 The Applicant states in point 2.42.12 of its response that cricket pitches 1 and 2 would not be affected during the works. However the works phasing plans for phases 3 and 4 supplied in the FMPRI show works right up to or on the boundary of cricket pitch 2 for a total of 15 weeks during the cricket season. A run-off from the boundary of approximately 5m is required for safety, making play restricted or unavailable for this period. Large parts of cricket pitch 2 are within the order limits making the full impact difficult to confirm. The Applicant also references in 2.42.14 that there are 39 cricket games per season at Farlington, when this currently stands at 47 confirmed bookings for the 2021 season, and this number will increase with additional ad-hoc games being booked.
- 1.20 In point 2.49 the Applicant states the reinstatement of the football pitch at Langstone would take 8 weeks but more likely 2-3 weeks. PCC have queried

these suggested time scales on a number of occasions given the depth of the trenches and ground settlement times required to prevent further subsidence following such excavations, especially during August when works are programmed to take place. In the PSD Agronomy report provided by the Applicant and referred to in 2.33 of Aquind's response, it states pitches could be playable 2-3 weeks after laying of 40mm thick turf. This timescale does not however allow for soil consolidation or preparation of ground prior to turf laying - indeed, this is not included in the assessment at all.

- 1.21 The Applicant states in 2.51 that the cricket pitch at Langstone would be affected for 10 weeks during the height of the playing season. PCC have queried the accuracy of the reinstatement times which would be better allowing for natural settlement, rather than heavy forced compaction, to meet timescales.
- 1.22 In 2.52 the Applicant has based the impact on 37 cricket matches a season at Langstone. As referenced above PCC has received an increase in demand for cricket, and this season we currently have 43 confirmed bookings for Langstone, 29 of which are booked for June to August, the period when works and reinstatement are programmed to be carried out. All venues are much busier than when the Applicant's initial modelling was carried out, to the extent that we have had to turn some cricket bookings down due to lack of available space this season. If demand continues at this rate, PCC will consider the reopening of cricket on Farlington 3.
- 1.23 In 2.53 the Applicant suggests that the displaced cricket games from Langstone could be relocated at Farlington. With the increased usage noted earlier in the document at Farlington, this has become increasingly unlikely. It is also noted that in their assumptions the Applicant has failed to take into account the fact that weekend matches at peak period (Saturday PM) are twice the duration (40 overs) of midweek evening fixtures (20 overs). Midweek matches could not therefore simply be switched to weekends, and weekend matches could not therefore be switched to a weekday.
- 1.24 Notwithstanding this PCC must raise concerns that rescheduling alone is not sufficient to create the necessary capacity. Rescheduling of peak weekend matches from Saturday to Sunday is not currently permitted under Hampshire Cricket League regulations and this would prevent PCC requiring this rescheduling, translating to substantial cancellations. This is not simply a matter of league rules, however, but a practical consideration that while midweek matches could more easily be played on different evenings (subject however to approval by Portsmouth Midweek Cricket League and its member clubs), a significant number of teams (and in addition individuals) play both midweek and weekend games, and therefore could not participate in two matches scheduled at the same time. Further, a significant number of participants in Saturday matches will have existing commitments on Sundays.

- 1.25 In 2023 in addition to the factors above, work is proposed to take place during Phase 8 at both Farlington and Langstone Harbour sites (per 7.8.1.13 ES Addendum - Appendix 13 FMRP Rev003 table at page 50), with up to 10 weeks of the 17 week peak Saturday (Hampshire Cricket League) season potentially affected. This is likely to take pitches at Farlington above their carrying capacity (3 matches per pitch per week, and reconfirms that there is insufficient capacity to rely on rescheduling as an effective tool for mitigation.
- 1.26 At Bransbury park the Applicant has raised concerns that PCC were unwilling to agree the pitch movement as laid down in the FMPRI. The initial proposal from the Applicant showed the pitch relocated onto a path and fence-line; subsequent proposals show the pitches realigned closer together and smaller in size. Unfortunately without accurate scaled drawings showing the exact location of the Order Limits, PCC are unable to confirm if this latest option is viable on site.
- 1.27 PCC is also dismayed to see the way that the Applicant has chosen to describe PCC's position at 2.63 of their response with regard the suggestion of a 'bilateral development consent obligation' and that, by implication, PCC is seemingly being unreasonable in seeking to undertake the works. PCC refutes this. It has clearly expressed to the ExA its preference and reasoning as to why Unilateral Obligations should and could have been offered to secure the necessary realignments to assist with mitigation. The Applicant's intransigence and continued insistence that public authorities cannot be trusted to deliver mitigation for their citizens has been a significant impediment in identifying reasonable mitigation to the significant unnecessary harm the Applicant is proposing.
- 1.28 In 2.72.5 the Applicant proposes that the affected games at the single Bransbury pitch could be accommodated on the other Bransbury pitches or at Farlington. As mentioned above, with an additional 24 teams joining the league any spare capacity will be greatly reduced. The Portsmouth Football Association estimate these additional teams will equate to an additional 36 games per week during the season, mostly being played on a Sunday.
- 1.29 In 2.84, the Applicant recognises that works are not permitted in SWBGS sites during the period October to March but PCC note that, within the FMPRI they have indicatively programmed the reinstatement of Farlington in October-November- This is well into the bird overwintering season.

The Victorious Festival

- 1.30 PCC notes that the Applicant has, at paragraphs 2.91 and 2.110 of their response, again attempted to suggest that the Applicant's failure to properly understand the implications of their proposal is somehow the fault of the Council. PCC reject this assertion, which is unfortunately indicative of the

Applicant's overall failure to properly consider and prepare the DCO application both in respect of engagement with affected communities and consideration of the appropriate Order limits, mitigation and justification. To be clear, whilst PCC supports the festival it is not responsible for setting up and running the Victorious festival and the Applicant clearly should have consulted with the relevant organisers at the start. PCC did become aware of the 3 weeks required and informed the ExA of such.

- 1.31 In item 2.91, the Applicant then questions the extension from a 2-week duration for a clear field for Victorious to 3 weeks. PCC understand the 3 week period includes the period of a week required for marking-out of site. This additional week would normally allow other activities to proceed as normal, but with vehicles moving and works ongoing this would make marking-out impossible.
- 1.32 The Applicant appears to have failed to understand the Victorious plan of 2019 that was supplied to them and which is annexed (Annexure 1 of their response). The taxi pick-up and drop-off is in the car park in the southwest corner together with the bus drop-off and pick-up area. The area on the field coloured green on that plan is for caravans and campers with associated awnings etc. Any vehicle movement on the field is carefully marshalled and vehicle movement is kept to a minimum. The Applicant states in para 2.99 of their response that the area of car parking on the field is 3.2 hectares plus the wrongly described area of taxi drop-off 3 hectares, equalling 6.2 hectares. However taking the wrongly prescribed area out of the Applicant's equations, and even if the field could be reconfigured, PCC and Victorious Festival would still be short of usable campsite land by 2.4 hectares. It is noted that the area of works covers an indicative area of 5.6 hectares.
- 1.33 The Applicant states in 2.107 of its response that a different campsite on Portsdown Hill has been used in the past. This statement is incorrect. Before settling on Farlington, a campsite on Portsdown Hill was assessed and found to be unsuitable for a camping, due the nature of the land, lack of infrastructure and concerns from the police over traffic issues. Unfortunately Farlington is the only site in Portsmouth that offers the size, infrastructure, road links and sufficient distance from residential dwellings so as not cause a nuisance.
- 1.34 The Applicant, at para 2.111 of their response states that they are not able to speculate on impacts of the festival where the off-site camp site and car parking is not available. They however then go on within that and subsequent paragraphs to speculate extensively without any basis of apparent knowledge, experience or evidence to support their views. At para 2.103 the Applicant even goes so far as to suggest, having acknowledged a reduction in the areas to be available for camping and without any attempt to directly contact the Victorious Festival organisers or anyone with expertise in the relevant matters, that the remaining land would be sufficient for camping and car-parking at

'reasonable levels'. The Applicant has offered no basis for how they have established a reasonable level of camping and car-parking for the festival which appears simply to be guess work.

- 1.35 In order to assist, PCC has itself contacted Victorious Events, the events delivery company that stages Victorious Festival, to seek their opinion of the Applicant's assumptions. They have confirmed that it is their view that the Victorious Festival already uses the minimum space it possible can within the site and any reduction will have direct impact on the deliverability of the festival. The Festival campsite has grown in capacity each year, and as all other accommodation options, including hotel beds, B&Bs, AirBnBs, university halls rooms, etc are all already fully booked for the festivals they have had to establish this growing campsite to cater for the demand for people wanting to attend the festival weekend from further afield. The Festival organisers have in response to PCC seeking comments from them regarding the Applicant's response have informed PCC that Victorious Festival 2019 brought an Economic Impact of over £12million and over £39million since 2014 to the city of Portsmouth. This year (2021) the Economic Impact for the city is looking likely to be more like £15million based on reports from across the industry of the return of festivals to the UK's communities. If the festival campsite was forced to reduce in size, thus reducing its capacity, the Economic Impact the festival brings to the city would decrease.
- 1.36 The Applicant in 2.112 appears to question whether reducing or cancelling the campsite would have a detrimental effect on the festival as a whole. It is PCC's understanding that there are no large scale UK festivals that do not offer camping. Victorious Festival is now listed in the UK's top ten festival events and camping is a critical part of the offer. Early indications for the 2021 festival event are showing an even higher demand for camping and camper van accommodation. There is no expectation that demand for camping will reduce; in fact it is anticipated that demand will continue to grow. At para 2.115 of their response the Applicant acknowledges their failure to have assessed the direct financial impact on PCC associated with disruption to the Victorious Festival, ignoring the fact that they have consistently failed, until the final weeks of the Examination to provide details of the restoration plans of the relevant land that took account of the drainage system in place, a factor that they had been made aware of since before the start of the examination. This focus on financial implications for the Council as landowner however fails to understand the crucial point, which is that successfully hosting the Victorious Festival in the city is not a financial strategy of the City Council, but an essential part of the cultural fabric of the city and a key element of the character and offer of the region as a destination for tourism, leisure and recreation.

Fibre-optic surplus capacity and draft DCO

- 2.1 PCC is pleased to see that the Secretary of State is giving consideration to the removal of those elements of the proposed development that relate to the commercial telecommunications use of the spare capacity ascribed to the fibre optic cables ('the commercial FOC') beyond their identified purpose for data transmission in respect of the Interconnector itself, from the DCO. PCC has consistently held the opinion (along with other Interested Parties) based upon a clear and accurate reflection of the law and based on the Secretary of States' s.35 Direction (pursuant to s35 of the Planning Act 200) together with relevant Government Guidance, that the commercial FOC and development directly associated with its use cannot in law be categorised as 'associated development' under the DCO nor can it somehow amount to the principal development.
- 2.2 PCC notes that the Secretary of State has asked the Applicant to "*provide a revised draft Development Consent Order excluding those elements which relate to commercial telecommunications, including as [sic] they may affect the compulsory purchase provisions*" [emphasis added]. Those elements are identified by the Secretary of State as "*the telecommunications buildings, the commercial use of the surplus capacity in the fibre optic cable and part of the optical regeneration station for commercial telecommunications*".
- 2.3 As reflected in paragraphs 3.10-3.14 of their response the Applicant, rather than properly carrying out the task as requested, has instead sought merely to remove the said elements but then, despite the significance of all those elements (or perhaps because of) has clearly contrived to amend the scheme without altering the Order limits and more specifically the land over which it seeks rights of compulsory acquisition and temporary use ('the CA land'). In particular the Applicant has contrived to present the requested amended DCO without changing the parameters for the Optical Regeneration Station ['ORS'] buildings proposed on public land at Fort Cumberland car park which, as noted are substantially related to the commercial FOC use.
- 2.4 PCC find the Applicant's actions and its position, despite the Secretary of State's clear request both blatant and extraordinary.
- 2.5 PCC, at every opportunity including its response at Deadline 8, have highlighted that even under the draft DCO submitted at that time, the Order Limits and CA land are considerably broader than the actual land requirements described. Aquind have simply ignored the well known invocation that DCO Applicants should draw the Order Limits by reference to the need to satisfy the CA provisions at s122(2) and (3) of the Planning Act

2008 ('the 2008 Act') and indeed the limits of deviation should also reflect that.

- 2.6 These provisions are clearly understood by examining authorities and the Secretary of State alike. As set out in the ExA's report in respect of Thames Tideway Tunnel at [19.18-19] – S.122 (2)
"19.18 Section 122(2) requires that the land must be required for the development to which the development consent relates or is required to facilitate or is incidental to the development. In respect of land required for the development, the land to be taken must be no more than is reasonably required and be proportionate.¹
19.19 Section 122(3) requires that there must be a compelling case in the public interest which means that the public benefit derived from the CA must outweigh the private loss that would be suffered by those whose land is affected. In balancing public interest against private loss, CA must be justified in its own right". [emphasis added]
- 2.7 Aquind unfathomably have maintained their argument that such wide Order Limits are required (even now) when it is accepted that not all the land within the Order Limits is in fact 'required' for the development or its facilitation or is incidental to the development. It remains PCC's position that it is no answer to say that the DCO only allows for the undertaker to take land that it ultimately decides it requires later – the time to justify CA is clearly prior to a DCO being made.
- 2.8 PCC would ask the Secretary of State to note that, as a matter of detail of the development, it is accepted by the Applicant that the telecommunications buildings at the northern end of the scheme are not required without the commercial FOC and that between at least two thirds² and/or 80%³ of the ORS is not required without the commercial FOC use.
- 2.9 As highlighted in its Deadline 6 response (REP6-079), and which unfortunately remains still unresolved today, the Applicant has never provided any example of any other interconnector project that requires an ORS and there are many that are as long as this proposal. PCC therefore challenged from the outset the need for such a separate facility at all if the commercial FOC was removed, PCC urged the ExA to challenge and explore this matter further, and highlighted, at para 9.11 of REP6-079, that *"the consequence of removing the*

¹ See 2013 Govt "Guidance related to procedures for compulsory acquisition"[11] – ('the CA Guidance')

² Reference in Applicant's 'Statement in Relation to FOC' (7.7.1, REP1-127) to the separate telecommunications buildings in Lovedean and Aquind's concession that "approximately two thirds of the cabinets within the ORS will be available for commercial use", separately from those that "house key control equipment... to support the primary function... (i.e. control and monitoring)"

³ Reference in Applicants Deadline 6 Submissions - Applicant's response to action points raised in ISH1, 2, and 3, and CAH 1 and 2 (7.9.22, REP6-063) "Thus the capacity split is 20% for essential use in connection with the safe operation of the Project and 80% for commercial telecommunications purposes."

buildings (i.e. the ORS and the Telecommunications buildings) alone would quite evidently lead to the need for a material amendment to the DCO and the attendant legal procedures required to address such a change. If this interconnector scheme is to proceed at all that change will lead to inevitable and likely lengthy delay."

- 2.10 The Applicant, in their response, refer substantially to and rely upon their submission to the ExA at deadline 6 "*Applicant's Response to action points raised at ISH1, 2 and 3, and CAH 1 and 2*" [REP 6-063] in which they asked the ExA to conclude that, despite acknowledging none of the telecommunications buildings and only a smaller ORS buildings would be justified, seemed to suggest that no change to the Order Limits and CA land would be necessary without explaining why.
- 2.11 In this latest response the Applicant now seeks to explain that this unneeded land is in fact still 'required'.
- 2.12 Turning first to the telecommunications buildings area, the Applicant appears to suggest that the land "surrounding the telecommunications building compound is required" for landscaping and "the area on which the telecommunications buildings are to be located" would also still be required temporarily and for drainage. The Applicant however is approaching the issue the wrong way round given the driver if not a strong influence of the telecommunications buildings would have been for the location of all the development in this location. The removal of these buildings from the development would clearly be significant and there has been no opportunity for Interested Parties to challenge the wider consequences for the location of the Interconnector works. That Aquind chose to place landscaping and drainage land identified for the telecommunications buildings is not an answer to the question whether the land is in fact 'required' without being tested in respect of these remaining elements.
- 2.13 Turning to the ORS land, on a practical level alone it cannot be correct to accept on the one hand, as the Applicant clearly does that, at a minimum, the current proposed size of the ORS buildings would no longer be justified by the development (in the absence of commercial FOCs) and also that that justification reduces by at least 2/3, thereafter on the other to assert, that the full landtake can lawfully remain within the DCO as draft Article 20(1) acts to prevent the undertaker from acquiring "*a larger area than that which is required for the optical regeneration stations where used for essential communication and control purposes only*".
- 2.14 This is wholly misconceived and serves only to prove PCC's case that Aquind are contriving to avoid the implications of a material amendment to the DCO.

Aquind has shown it fundamentally misunderstands and misapplies the law and guidance referred to above and explained further below.

2.15 As noted the Government's DCO 'CA Guidance' provides as follows:

- **Para 8** confirms land can only be "acquired for a legitimate purpose" which is "necessary and proportionate" – the retention of land within the Order Limits for CA for land that was only required for a fully commercial FOC based ORS facility when that is no longer the case and indeed when the Applicant would agree that a smaller ORS at the very least is required, quite evidently fails the test for CA;
- **Para 11** (as noted before), confirms that s.122 can only justify CA of land where it is "no more than is reasonably required for the purposes of the development" [emphasis added], and that "the land to be taken is no more than is reasonably necessary for that purpose, and that is proportionate." Plainly where the Applicant is being requested by the Secretary of State to address a scenario where it is required to concede that the full extent of the previously identified ORS related land (based on the 'need' for commercial FOC as part of the development) is not necessary, that requires at a minimum the reconsideration for the need for all the land identified and demands a proper explanation why acquisition of this public land can still be required compulsorily and within the law. The Applicant has simply failed to carry out this task and failed to justify the need for the ORS related land in its entirety or, in PCC's view, at all. PCC considers that the Applicant's suggestion that the question of necessity can be decided at any time later after the making of the Order is quite significantly wrong in law. What is required is that the Secretary of State be convinced "*at the time of making the Order,*" that all of the land within the Order Limits is reasonably required and necessary. The Applicant's suggestion that lawfully there is room allowed for later debate and decision making concerning what 'is required' and 'is necessary' when there is no further fundamental legal requirement beyond granting CA powers that an undertaker needs, is plainly wrong. To be clear, it is for the undertaker to state that it is exercising its powers under the DCO there is no requirement for the undertaker to explain again why it wishes to exercise those rights once granted. The Applicant seems to consider that there is some basis upon which the (previous) landowner can challenge the exercise of those powers dependent on subsequent details or decisions. This is simply not so and that is not how the CA powers or the 2008 Act is configured. The Applicant's strategy in this regard appears to be to persuade the Secretary of State to obtain an unlawfully imprecise suite of CA powers, only to then adopt a posture that any objection to the breadth of land take is an attempt to re-hear the merits of the DCO itself. For this reason it is imperative that the Secretary

of State holds the Applicant to account and to confirm that the Applicant cannot through the DCO process 'reserve' itself more land than it can justify.

- **Para 16** of the CA Guidance confirms that where *"the Secretary of State is not persuaded that all of the land which the applicant wishes to acquire compulsorily has been shown to be necessary for the purposes of the scheme"* or where *"the Secretary of State considers "that the scheme itself should be modified in a way that affects the requirement for land which would otherwise be subject to compulsory acquisition" then "[s]uch scenarios could lead to a decision to remove all or some of the proposed compulsory acquisition provisions from a development consent order."* In light of this, it is noted that the Applicant has signally failed or indeed resisted reducing the previous land take 'identified' and has not reduced its Order Limits.
- 2.16 PCC note that the Applicant, at para 3.18 of their response states that it would be inappropriate to supplement their previous submissions in respect of the lawfulness of the inclusion of the commercial FOC telecommunications infrastructure within this DCO despite this the Applicant then duly proceeds to make such supplementary submissions (and which were not requested by the Secretary of State) for a further three pages to on this matter, and includes an additional note of Opinion on this issue from their Counsel.
- 2.17 PCC also draws attention to the guidance set out in the letter from Bob Neill MP dated 28 November 2011 (which is still Government guidance) ('the 2011 guidance') which assists the Secretary of State in considering whether he is legally able to make a DCO as a consequence of Aquind's application, subject to changes and taking account of s.114 of the 2008 Act in particular the changes as a consequence of the removal of the commercial FOC elements. In the 2011 guidance it states it is agreed that *"where the Examining Authority determines that proposed changes to an application post submission are such that they effectively constitute a new application, they should not be accepted*
- 2.18 Whilst the 2011 guidance is in the above instance directed at changes put forward by the relevant DCO applicant during the examination of a DCO, prior to submission of the ExA's report, it is also clearly relevant to circumstances where the Secretary of State himself is considering whether to make a DCO *"in different terms from that applied for"* pursuant to s.114 (1) which is also specifically addressed in the 2011 guidance.
- 2.19 The 2011 guidance confirms that the *"power provided by section 114(1)"* which exists separate from any need to provide regulations under s114(2) *" is of course, limited in a number of ways."* Those limitations relate to whether they are *"material changes"* and thereafter if the ExA considers they are, then *"as part of the examination, the Examining Authority will need to act*

reasonably and in accordance with the principles of natural justice. In particular the principles arising from the Wheatcroft”⁴. case must be fully addressed, which essentially require that anyone affected by an amended proposal must have a fair opportunity to have their views heard and properly taken into account regarding them”.

- 2.20 As stated above, it is clear that this guidance also applies to circumstances where the Secretary of State considers making a DCO subject to changes after an examination has finished but before the Secretary of State makes his decision under s.104 of the 2008 Act.
- 2.21 The Courts have since further clarified the *Wheatcroft* approach which applies equally to the Secretary of State’s powers under s114 of the 2008 Act as under Town and Country Planning Act 1990 to grant planning permission for development other than that applied for (see R (oao Holborn Studios) v Hackney LBC [2017] EWHC 2823). This case confirmed that there are two constraints to this process; the first is substantive and the second procedural and that these constraints should not be conflated. The substantive test or constraint is whether the effect of the grant of planning permission or development consent, with the changes, would be *“to allow development that is in substance not that which was applied for”* and the procedural test is one of fairness and whether to grant consent for the development as altered *“would be to deprive those who should have been consulted on the changed development of the opportunity of such consultation”*.
- 2.22 With regard in particular to the procedural constraint it was held in Holborn Studios [78-79] that the purpose of the relevant requirements for consultation *“78 ...is not only to contribute to better decision-making when that application is considered, by ensuring that the decision-maker receives all relevant information, but it is also to ensure procedural fairness for those whose interests may be adversely affected by any grant of planning permission and to provide for public participation and involvement in decision-making on applications for such permission.*
79. In considering whether it is unfair not to re-consult, ... it is necessary to consider whether not doing so deprives those who were entitled to be consulted on the application of the opportunity to make any representations that, given the nature and extent of the changes proposed, they may have wanted to make on the application as amended.”
- 2.23 The circumstances that prevail in the case of Aquind, areas PCC has sought to explain all along. The first point is that the commercial FOC elements should never have been part of the development as a matter of law. The

⁴ *Wheatcroft v Secretary of State for the Environment* (1982) 43 P&CR 233

removal of these elements would clearly nevertheless amount to a substantial change to the development and mean it is no longer that which was applied for. This is especially so on the Applicant's own arguments that the commercial FOC elements should be treated in the alternative not as associated development but as the principal development based upon its interpretation of the s25 direction. The second point, again was raised in PCC's representations from the outset, which is that if the commercial FOC elements are to be removed then the only appropriate stage to consider the consequence of such a change is within the examination itself, if it was to be concluded that such change still passes the substantive test.

- 2.24 The Applicant declined to make that change and whilst the ExA sought evidence as to the effect of such removal the Applicant clearly sought to 'fudge' the issue by asserting that the removal of the commercial FOC elements made no real or material change to the Order Limits and scheme at all. This was never properly explained or justified especially in light of the acknowledged facts ie the removal of 2 telecommunications buildings and at least 2/3 of 2 ORS buildings.
- 2.25 The explanations the Applicant gives now still bear no real scrutiny but also in the alternative, need to be tested properly if they are to stand.
- 2.26 To be clear, with regard to the telecommunications buildings, their removal even if it is a benefit is quite obviously a substantial change. The Applicant seeks to suggest that it is not because the land identified for the buildings has also been identified for other aspects of the works such as drainage, however, the justification for the compulsory acquisition of the land, outside of the need and influence of for these large buildings has never been tested.
- 2.27 With regard to the ORS buildings, it is clearly not sufficient in light of the overwhelming justification for them being part of the proposal related to the commercial FOC use, simply to assert that as 'some' level of signal strength maintenance will be required (20 % of the original requirement) that that leads still and inexorably to 2 ORS buildings with an undetermined albeit significantly smaller size which in Aquind's view can lawfully be addressed later. This cannot form the basis of CA under s122.
- 2.28 In PCC's view it is clear that this DCO cannot be lawfully granted if the commercial FOC elements are included.
- 2.29 However the removal of the commercial FOC elements would lead quite evidently to a substantive and substantial change to the original proposed development, given their stated importance to the Applicant and given the

specific buildings and infrastructure proposed to be dedicated to the commercial FOC.

- 2.30 The time, if at all for considering the impact on the scheme, of the removal of these elements was during the examination so that the consequences could be tested. The evidence the Secretary of State has from the examination and now is simply insufficient to draw appropriate and robust conclusions about the requirement and justification for the CA of all the same land despite the suggested removal of the significant commercial FOC elements from that land.
- 2.31 If the Secretary of State is to proceed properly and fairly with an understanding of the consequence of the removal of the commercial FOC elements, he needs to have more and detailed information before him which has been properly tested and which has been subject to full public consultation in a manner that accords with natural justice.
- 2.32 The period provided thus far by the Secretary of State for the proposal to be put forward and for the public and Interested Parties (ie 14 days) clearly does not amount to a fair process and would in the circumstances be a breach of natural justice.
- 2.33 The difficulty which of course arises is that the Applicant did not take an earlier opportunity prior to or during the examination to address the removal of the commercial FOC and the examination cannot be re-opened to enable proper testing of the matter to take place.
- 2.34 To be clear, PCC consider that it must be concluded that in the absence of the commercial FOC element of the original proposed development there is no lawful justification for any of the land identified in the DCO related to the FOC elements as set out and described in the Land Plans and the Book of Reference; the Statement of Reasons or the Explanatory Memorandum as well as the DCO itself.
- 2.35 The DCO cannot be 'cured' at this stage without breaching both the substantive and procedural Wheatcroft constraints and in particular natural justice. In PCC's view either the Applicant should withdraw the application or the Secretary of State will inevitably have to refuse the application.
- 2.36 Further or alternatively, should the Secretary of State however choose to approve a DCO that exclude the commercial FOC elements PCC would endorse the suggestion made by Winchester City Council, of which PCC has been made aware, that there be a further requirement added to ensure the

use of the fibre optic cables within the scheme is limited to operational purposes of cable protection, control and monitoring only and not for other commercial telecommunications purposes. Such a requirement, without prejudice to the considerations detailed above, is considered necessary to ensure that any DCO approved falls within the relevant description of energy infrastructure within National Policy Statement EN-1 (eg Part 3), and to ensure that the various references within the Applicant's documents can be interpreted to give effect to the exclusion of the unauthorised commercial telecommunications development.

Matters left unaddressed or unresolved at the end of the examination

- 3.1 As noted in PCC's letter to the Secretary of State of 27 July 2021 it is acknowledged that a number of matters remained unresolved and/or unaddressed at the end of the examination and the information the Secretary of State seeks reflects that.
- 3.2 PCC has noted that the Secretary of State sought updates from the Applicant on ongoing discussions in relation to agreement of 'protective provisions' under the DCO.
- 3.3 In addition to ongoing discussion with statutory undertakers regarding protective provisions the Applicant has also continued discussions with PCC as the Lead Local Flood Authority in respect of the potential impact the North Portsea Island (NPI) Coastal Defence Scheme which is currently being built out in phases by PCC and Coastal Partners ('CP').
- 3.4 The full implication of the Aquind works on the NPI scheme only became fully clear shortly before the close of the examination when Aquind published its intended works programme and confirmed that it intended to use some of the NPI related construction compounds at the same time as the NPI works.
- 3.5 The issue relates to Aquind's intended construction programme, based upon the grant of a DCO in late 2021 and which, as described in the attached report from CP and PCC, in light of the absence of any practical alternatives to the use of certain of the same construction compounds, as required for the NPI works and sought by Aquind, gives rise to fundamental and significant impacts on these important flood defence works. If Aquind insisted on exercising its CA rights over the land identified which covers these same construction compounds, at the point when CP have programmed to use them, this could lead to the displacement of the NPI contractors; the enforced cessation of and delay to the progress of the NPI scheme and ultimately in light of the effect of delay to what is known as Phase 4b there would be a knock on delay to Phase 5 (the last phase).
- 3.6 It is acknowledged in the attached report that PCC and CP are continuing to seek a proposed co-operation agreement between PCC and the Applicant to overcome the concerns and whilst it was intimated at para [ref] in the Statement

of Common Ground between Aquind and PCC at Deadline (Appendix 12 of the PCC Deadline 8 response at section 4.15.4 of that Statement (ref REP8-075) that the parties would seek to address this by means of a cooperation agreement, as explained in the report, no such agreement has been reached and no further Statement of Common Ground has in fact been agreed. A draft Addendum to the SOCG which Aquind has yet to agree is also within the Appendix to this letter.

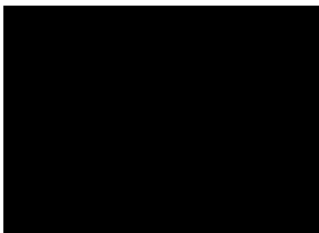
- 3.7 As with many of the protective provisions, this is a matter that still remains unresolved at this time.
- 3.8 This matter however presents a significant risk to the NPI and is a matter that PCC considers was not properly raised, addressed or recognised by Aquind as a potential and likely significant cumulative effect within its EIA.
- 3.9 To be clear, it is accepted that account was taken by the Applicant of the Coastal Defence *scheme* in its EIA and the potential for there to be impact from Aquind's development however this addressed the potential impact upon the NPI defence works themselves as opposed to the construction compound areas. This is despite the fact that the relevant planning permissions clearly cover the land required to be used (albeit in the freehold ownership of PCC) by PCC/CP for construction compounds.
- 3.10 It is also correct that PCC were alive to the possibility of potential impact from Aquind seeking to use the same compounds as noted for example in PCC's Written Representation [REP1-174] and indeed the Local Impact Report [ref REP1-173] which stated in terms "*It is extremely important that the AQUIND scheme should neither compromise nor impede progress of this crucial sea defence scheme for the city*".
- 3.11 As set out in the attached NPI report it was not until February 2021, shortly before the close of the examination at the beginning of March 2021, that Aquind provided its intended construction programme and which then demonstrated that there would be inevitable and potential far reaching implications for the use of the compounds by both parties.
- 3.12 The attached NPI report, in line with discussions that the Council has had with the Applicant, suggests steps that could be taken should the DCO be approved to mitigate the delay and costs arising from conflicts between these infrastructure schemes. As highlighted since 2018 and throughout the Examination the NPI flood defence schemes are essential infrastructure to protect life and health that should not be unnecessarily delayed, which is a significant risk as the programme of the Aquind proposal overlaps with this public infrastructure scheme and there is a high risk that both projects require the same limited compound space at the same time.
- 3.13 PCC is therefore seeking to resolve matters, however the Secretary of State needs to be aware that, in the absence of a solution to this matter, he must proceed on the basis that Aquind's Environmental Statement has failed properly to accord with the relevant EIA Regulations and adequately assessed out the

potential cumulative impacts of the Aquind scheme. Aquind's ES at Chp 29 Table 29.1 correctly noted the requirements by reference to NPS EN-1 at paragraph 5.10.5 which confirms the ES *"should identify existing and proposed land uses near the project, any effects of replacing an existing development or use of the site with the proposed project or preventing a development or use on a neighbouring site from continuing. Applicants should also assess any effects of precluding a new development or use proposed in the development plan."* [emphasis added]. The table then asserts that the *"cumulative impacts of land use and the effects replacing an existing development or use of the site and the prevention of the development or use on a neighbouring site from continuing have been identified in chapters 25(Socio-economics)and Chapter 17(Soils and Agricultural Land Use)"* . None of these sections refers to the impact upon displacing the NPI contractors from their compound and the potential for significant delay as a consequence which arise from the programme of construction Aquind has now chosen.

- 3.14 The importance of flood defence measures is recognised at a national and Environment Agency level. Delay in the provision of this flood defence scheme or indeed its wholesale prevention in light of the costs implications would be critical and must in PCC's view be avoided. Delay creates real risk to the people of Portsmouth; in the event of a failure or breach of the current defences 1,906 residential properties and 160 commercial properties within the North Portsea flood cell would be at risk from a present-day flood event with a return period as low as 1 in 20 years (5% AEP). Please see the enclosed appendix.

We trust that the above will assist you in your considerations. Should you require any additional information or clarification, please do not hesitate to contact me.

Yours sincerely,



Ian Maguire
Assistant Director Planning & Economic Growth

Project North Portsea Island Coastal Defence Scheme

Title Risk Report – Impacts of AQUIND project on the scheme

Project Manager Caroline Timlett (CP, PCC)

Reference Aquind Impact Report

Date	Revision	Prepared	Reviewed	Approved	Notes
11/08/2021	1.3	CT/NR	CC, VN, KL	n/a	

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Appendices

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Appendix 4: Relevant Consent Decisions

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Appendix 7: Addendum to Statement of Common Ground between PCC and Aquind (not yet agreed)

1. Purpose

1.1 The purpose of this report is to:

- i. outline the identified risks and impacts of the proposed AQUIND interconnector project (Aquind) on the North Portsea Island (NPI) Coastal Defence Scheme;
- ii. to highlight the project programme and cost implications to the NPI Scheme should Aquind be granted access to take over NPI's compounds in 2022 and 2023;
- iii. to recommend that Portsmouth City Council and its Agents are afforded continued access to their compounds until the end of NPI Coastal Defence works in this section, in December 2023;
- iv. and to recommend that to avoid incurred costs through programme delays, that the Aquind works delay their access along the Eastern Road until 2024, when the NPI Scheme will be complete in this area.

2. Background - the need for the NPI Coastal Defence Scheme

2.1 Portsmouth located on the south coast (Fig 1) is the only island city within the UK and is also the most densely populated UK city outside of London. The city is low lying and consequently has over 12,500 residential and 1,000 commercial properties currently located within the tidal flood risk zone. Sea level rise predications estimate over the next 100 years, this increases to 31,00 residential homes and 2,000 commercial properties across Portsmouth¹.

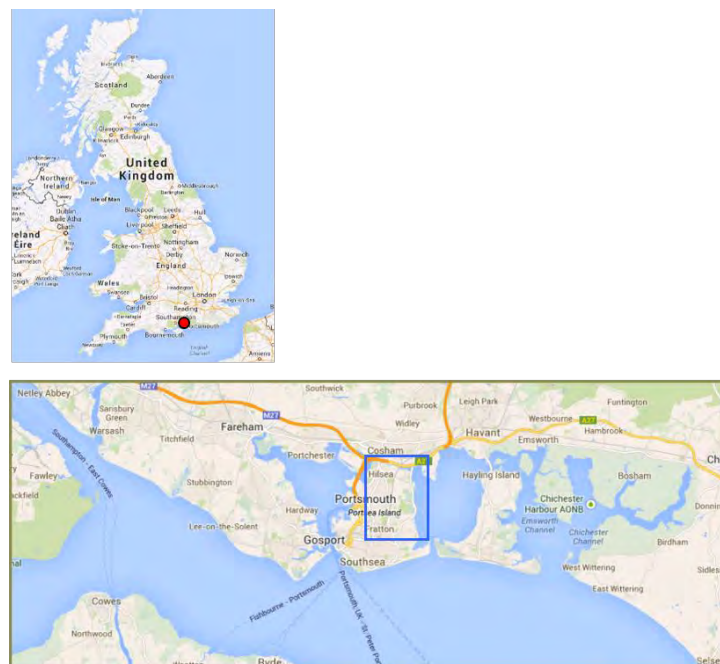


Figure 1: Location of Portsmouth with North Portsea Island Scheme frontage shown in blue box

2.2 Adopted in 2010, the North Solent Shoreline Management Plan² recommends Hold the Line policy along the whole Portsea Island frontage. Consistent with this, the approved Portsea Island Coastal Strategy Study³ (PICCS) led by Portsmouth City Council and developed in partnership with the Environment Agency describes the proposals and costs to manage coastal flood and erosion risk within Portsmouth. The strategy confirms the North Solent Shoreline Management Plan [SMP] policy (2010) for Portsea Island of 'Hold the Line' and splits Portsea Island into 7 discrete flood cells. There is no interdependency of flooding between the 7 cells.

2.3 PICSS identifies North Portsea Island as flood cell 4 and recommends that a 0.5% AEP (Annual Exceedance Probability) SoP (standard of protection) is sustained over the next 100 years through a combination of raising and replacing existing defences. It states that if we 'do nothing' along the North Portsea Island Frontage (Flood Cell 4), there is risk to life from coastal flooding⁴.

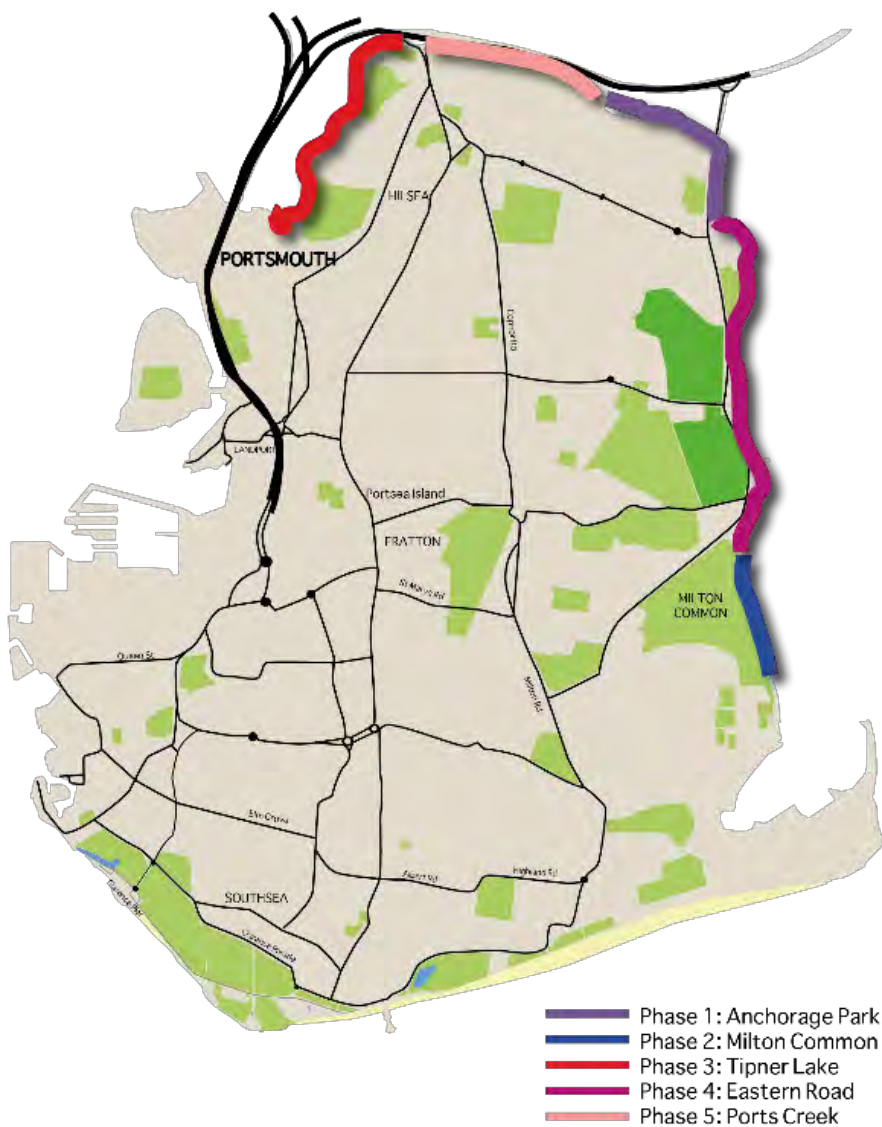


Figure 2: Phase layout of NPI Scheme

2.4 The North Portsea Island Coastal Defence Scheme, when complete, will provide a 1 in 500 year standard of protection (0.2% annual event probability) against coastal flooding to over 4200 residential properties and 500 commercial properties within Portsmouth over the next 100 years. The scheme was approved by the Environment Agency in 2015 and has allocated £59,262,000 (including contingency) of Flood Defence Grant in Aid to Portsmouth City Council to deliver the scheme. Due to the length (8.4km) and complexity, the scheme is being delivered in 5 consecutive phases over the next 10 years (see Fig 2 for the phase layout).

2.5 Portsmouth City Council (PCC), a unitary authority, is designated as a Lead Local Flood Authority under the Flood and Water Management Act 2010 and has a statutory duty to develop, maintain, implement and monitor a Local Flood Risk Management Strategy¹. The North Portsea Island Coastal Defence Scheme (NPI) implements this strategy for multiple wards across the city that have been identified at present flood risk.

2.6 The North Portsea Coastal Defence Scheme is a project managed by Coastal Partners on behalf of Portsmouth City Council and is funded by the Environment Agency. Coastal Partners organisation is a team of local engineers, surveyors, project managers and environment officers who deliver a shared Coastal Management Service representing four local authorities, including Portsmouth City Council⁸. Portsmouth City Council are under contract with the Principal Contractor to deliver the scheme.

3. Why do we need the scheme now?

3.1 In 2014, an asset inspection of the existing coastal defences along the Eastern Road section (Phase 4b) reported the residual life of the current defences estimated to be between 5 and 10 years. The height of the defences is too low in places and offers only 1 in 25 years standard of protection.

3.2 North Portsea Island is a densely populated urban area home to a mixture of residential and commercial properties along with several key infrastructure assets. The assets at risk comprise:

- 4,234 residential properties;
- 490 commercial properties;
- 2 MoD properties;
- 2 arterial road access routes on to Portsea Island (leaving only one other route operational to and from the city);
- The only rail route onto Portsea Island;
- 2 scheduled monuments;
- 89 electrical sub-stations;
- Historic landfill sites (with potential to cause localised pollution).

3.3 The Eastern Road (A2030) is a busy dual carriageway and one of the three roads on and off Portsea Island. This road is currently at flood risk and has previously flooded, forcing road closures and large disruption to traffic flows (see photos below).



Photo 1: Tidal flooding A2030 January 2014



Photo 2: Tidal flooding A2030 January 2014

3.4 Throughout North Portsea Island many properties have threshold levels below the current coastal defence crest heights. In the event of a failure or breach of the current defences 1,906 residential properties and 160 commercial properties within the North Portsea flood cell would be at risk from a present-day flood event with a return period as low as 1 in 20 years (5% AEP).

3.5 A risk to life assessment has been undertaken for North Portsea Island, in which risk from flooding is of major concern. A further risk to health is flooding of critical infrastructure such as roads (preventing access by emergency services) and sewage works (which could cause sanitation problems).

3.6 In addition to the significant flood risk, much of the coastline around North Portsea Island has been artificially altered through reclamation using waste material. This land is potentially contaminated and could form a risk to the environmentally designated areas with Langstone and Portsmouth Harbours if the defences were to fail.

3.7 The Environment Agency has allocated funds to deliver the NPI Coastal Defence Scheme within their Capital Programme for construction up to and including financial year 2024 - 2025. Defra sets targets for Outcome Measures for the Flood and coastal erosion risk management (FCRM) capital programme and uses these Outcome Measures to ensure public money is effective at delivering the benefits as expected⁷. The Outcome Measures for the NPI Coastal Defence Scheme are included in the Defra targets and are programmed to be realised by end of financial year 2024 – 2025.

3.8 The full Scheme is broken down into five discreet phases:

- Phase 1: Anchorage Park. Completed in 2016.
- Phase 2: Milton Common. Completed in 2016.
- Phase 3: Tipner Lake. Completed in 2019.
- Phase 4a: Kendall's Wharf. Completed in 2020.
- Phase 4b: Eastern Road. Construction started in 2021
- Phase 5: Ports Creek. To commence 2024.

4. Impact of the Aquind project

- 4.1 The Aquind project is currently the subject of an application under the Planning Act 2008 and The Infrastructure Planning (Examination Procedure) Rules 2010, for a Development Consent Order (DCO) and was the subject of a 6-month examination between the 8th September 2020 – 8th March 2021.
- 4.2 In terms of the development and progress of the NPI Coastal Defence Scheme, PCC and Coastal Partners took the Aquind project into account as far as they were able based on the information available at the time. Discussions with Aquind were also held in which Coastal Partners and PCC sought to work collaboratively with Aquind, where possible.
- 4.3 Of the above five phases, it is now clear that the Aquind scheme will not only affect the completed phases 1, 2 and 4a in terms of needing to avoid or maintaining the existing defences and landscaping but also will potentially affect Phase 4b and thereafter Phase 5 which have yet to be completed.
- 4.4 The Draft Development Consent Order 3.1 (Aquind Limited, July 2021), as per the previous drafts, provides powers for the temporary use of land for the construction of the development (Article 30), including the use of land for associated construction compounds (Art.30(1)(d)).
- 4.5 Whilst the provisions of Article 30 were known, PCC and Coastal Partners only became aware of the increasing likelihood of a direct impact of the Aquind upon works upon the NPI Phase 4b and 5 works in January 2021, when it was discussed in more detail at a meeting with Aquind's consultants, WSP. The subsequent meeting in February 2021 was the first time that Aquind formally acknowledged the direct conflict as set out in a Memo presented at the meeting by WSP which confirmed Aquind's intended programme of works and compared it with the information they knew of the NPI related works programmed. The memo acknowledged the potential conflict with the NPI4b scheme (see Appendix 2 for the relevant meeting minutes between CP/PCC and Aquind/WSP, and the memo dated 9th February 2021.). It should be noted that the Memo is a unilateral statement of Aquind's views on the potential conflicts and resolutions - it was shown to Coastal Partners for the first time at that meeting so there had been no opportunity for discussion. Whilst it was informative of Aquind's position, the contents of the Memo, specifically the 'Discussion' column have never been agreed.

- 4.6 This was shortly before the examination of the Aquind DCO closed. That impact in accordance with Aquind's intended programme of works would mean the physical displacement of the NPI related contractors from the construction compounds, which Aquind wish to use, and which fall within the Order land. This displacement would lead to a direct conflict with the NPI Scheme works and programme. Phase 5 would also potentially be affected as a consequence of delays resulting for Phase 4b.
- 4.7 It is agreed that the issues relating to Phases 1, 2 and 4a have been effectively recognised and addressed in the evidence submitted to the examining authority by the applicant in respect of the Aquind DCO Application and associated documents (including the Design and Access Statement and Onshore Outline Construction Management Plan). Schedule 2 of the Draft Development Consent Order sets out additional Requirements and those of direct relevance to the NPI scheme include Requirement 6 (detailed design), Requirement 7 (landscaping), Requirement 9 (Biodiversity Management Plan) and Requirement 15 (construction environmental management plan) DCO Requirement 22 requires the Applicant to reinstate land to the condition it was in prior to Aquind commencing the works. It is also noted that a Flood Risk Activity Permit will be required for relevant works
- 4.8 The securing therefore of measures relevant to coastal flood defences during construction and operation are sufficiently addressed as part of the phases 1, 2 and 4a. There are however none in respect of phase 4b and 5.
- 4.9 As noted above, the construction of NPI Coastal Defence Scheme - Phase 4b is the phase which would be most affected by the proposed Aquind work programme and so this is the phase of the scheme to which this report principally relates. Phase 5 is programmed to directly follow the construction of Phase 4b and so any delays to this current scheme will have a knock-on impact to the final phase.
- 4.10 Phase 4b⁶ is 2km of coastal seawall works being delivered down the Eastern Road and began in April 2021. These works are currently underway, will take 3 summers and are programmed to be complete in September 2023. Phase 5, the final phase, is programmed for construction following the completion of Phase 4, in 2024 and 2025.

5. Consents

5.1 Each phase of the NPI scheme has been subject to individual planning consents and marine licences, with a joint overarching Environmental Impact Assessment under the Coastal Concordat updated for each phase.

5.2 The key consents for Phase 4b were granted in 2020:

- Planning permission: 19/01368/FUL. Granted 20 Feb 2020
- Marine licence: L/2020/00098/1 Granted 23 March 2020
- Joint EIA approved

- 5.3 The NPI Phase 4b Environmental Statement (Aug 2019) considered the cumulative impacts of the Aquind development in Chapter 20, Section 20.5.4. At the time of writing, it was known that there was the potential for some parallel construction works and these cumulative impacts were assessed but there was not sufficient information to fully assess the direct impact on the actual construction of Phases 4b & 5 of the NPI schemeⁱ.
- 5.4 Seawall construction works commenced in April 2021 following the relevant pre commencement conditions being satisfied. One of the key conditions of both the marine licence and the planning consent is a seasonal restriction, where no construction, other than soft-landscaping/planting can be undertaken between October 1st – March 31st.

6. Phase 4b Programme

- 6.1 Construction of the 2km length of seawall is programmed to take place over three summer working windows in 2021, 2022 and 2023. Due to international environmental designations and sensitivities of the adjacent Langstone harbour (SSSI, Ramsar, SPA and SAC), the permissible working window is restricted to the months April to September inclusive.
- 6.2 The NPI construction works started in the north on 1st April 2021, with the programme working south, with the Principal Contractor Mackley, programmed to complete sections each year and ultimately handing back to Portsmouth City Council who will then reopen the land to the public.
- 6.3 Due to the narrow, linear nature of the coastline, the proximity of the Eastern Road to the site and the soft foreshore restricting access, there is very limited space for the contractor to work and access the area to construct the scheme.
- 6.4 Along this frontage, there are only 6 small plots of land identified suitable as access and compound space for the scheme, namely compounds 1-6. These plots of land were included in the planning approval⁶ given in February 2020 (see Appendix 4 for the Decision Notice).
- 6.5 This land is owned by Portsmouth City Council as freeholder who have given permission to the NPI scheme to use these plots of land through agreement. Access to these compounds were considered when programming and costing the works.
- 6.6 These 6 compounds required to access the scheme are shown in the Access and Compounds Plan Sheet 1 & Sheet 2, found in Appendix 1.
- 6.7 Access dates for each compound required to complete the NPI Coastal Defence Scheme on programme by end 2023 are:

ⁱ Aquind's own Environmental Statement (Chapter 20 (APP-135) and Chapter 29 (APP-144)) also reflects the same level of detail which addressed cumulative impacts with the NPI scheme based upon the location of the development itself not the NPI construction compounds and their use which was only noted as a 'potential' impact on one compound.

- Compound 1: present – September 2023
- Compound 2: present – September 2022
- Compound 3: present – September 2022
- Compound 4: present – September 2023
- Compound 5: April 2022 – September 2023
- Compound 6: April 2022 – September 2023

6.8 Figure 3 below shows the current high level interpretation of the approved contract construction programme and compound access dates for the NPI Scheme (the chainage plan can be found in Appendix 1). This programme reflects the contractual access dates given to the Principal Contractor for them to deliver the scheme. Due to the limited access, winter restrictions and impact of Covid-19, there is limited float in the programme. The contract Completion Date for all construction works is currently 1st August 2023, with September 2023 allowing for full demobilisation before the winter restrictions, at the end of the scheme.

6.9 The programme shows how long each compound is required to access the site to enable construction. The red lines show the connection and requirement of each compound for each stretch of works. Compound 1 is programmed for use throughout the Phase 4b works as the head office locations and staff parking.

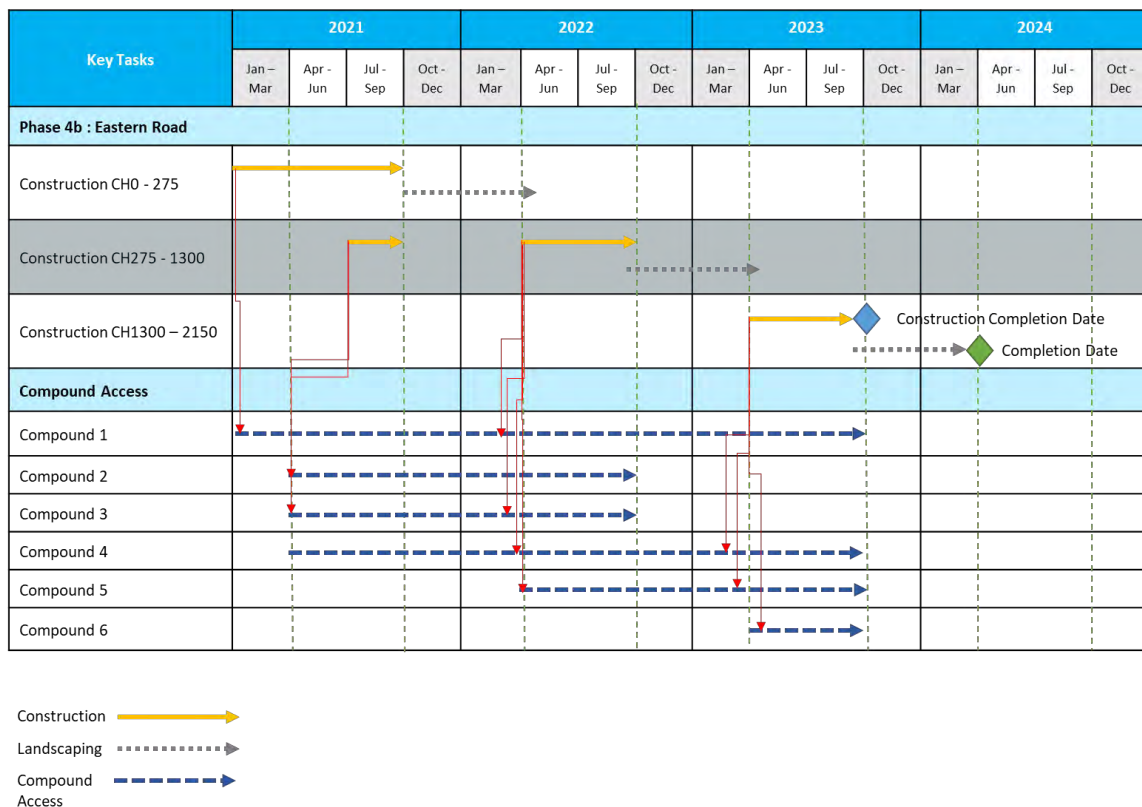


Figure 3: High level construction programme showing compound access dates

7. Impact of AQUIND interconnector works on the scheme

7.1 The Aquind interconnector proposed cable installation programme brings the Aquind works directly into spatial conflict with the NP Coastal Defence Scheme (see Appendix 3 for NPI landscape drawings with the proposed Aquind cable alignment overlain provided by WSP). Whilst the cable works themselves do not clash with the footprint of the seawall itself, if the Aquind works are constructed in 2022 and 2023 as currently proposed on the basis that the CO will be awarded in latter part of 2022, there will be direct conflict with the NPI compound areas.

7.2 Coastal Partners (representing PIC Coastal Defence Scheme) have been liaising with WSP (representing Aquind) since 2018 on the impact of both schemes on each other. Over the past year, three key meetings have taken place with Aquind - in August 2020, in January 2021 and February 2022 (minutes of these meetings can be found in Appendix 2 along with the Memo presented by WSP at the February 2022 meeting).

7.3 The key reason for the meetings were to discuss and identify the potential areas where the two projects access requirements clash and how to minimise risk to the schemes. In August 2022 meeting, Coastal Partners updated WSP (representing Aquind) on NPI compound locations 1 to 6 and programme access details for each. WSP confirmed the indicative programme shows use of NPI Compound 1 in the Kendall's area in 2022, with WSP considering potential to accommodate NPI existing offices during their works. No other use of compounds from Aquind was discussed. From the January and February 2021 meetings it was established, particularly through the Memo presented at that latter meeting (see Appendix 2) that the Aquind works are intended to be programme in 2022 and 2023, the same construction timescale of NPI Coastal Defence Scheme, requiring the same locations.

7.4 Aquind are proposing to use the following NP compound spaces during their construction. The Aquind programme has not been finalised at the time of writing this report, but WSP have provided the working window and estimated number of weeks required for each area of works:

- Compound 1: April 2022 to September 2022 (26 weeks – full duration) and until September 2023 (6 weeks – full duration)
- Compound 3: April 2022 to September 2022 (2 weeks)
- Compound 4: April 2022 to September 2022 (12 weeks)
- Compound 5: April 2022 to September 2022 (1 week)
- Compound 6: April 2022 to September 2022 (11 weeks)

7.5 Note the NP working window is April to September each year, 6 weeks

7.6 The programmes of the two schemes directly overlap, with the proposal by WSP that Aquind would require the same compound spaces at the same time as that already secured and needed for the NPI CD scheme

7.7 During the meetings with WSP, it was discussed how to minimise impact on the NPI Coastal Defence Scheme should Aquind require the compound space. Coastal Partners has sought to work together with WSP to try where possible to enable both projects to progress without detriment. However, should the Aquind DCO and Compulsory Acquisition powers be granted including the works programme as currently planned, then Aquind's use of the compounds which are vital for delivering the NPI scheme in 2022 and 2023 will lead to inevitable significant delays and additional costs to the NPI scheme.

7.8 As can be seen in Figure 3, the NPI construction is programmed for April – September in 2021, 2022 and 2023. Should Aquind take over any compound space during the NPI access periods, it will delay the NPI programme by the minimum period the compound access is restricted. For example, if Aquind take over Compound 4 for 12 weeks in 2022, when NPI need access, this will add at least working 12 weeks onto the NPI programme. Due to the winter restrictions, this would prolong the NPI programme into June 2024 as a minimum (see Figure 4 illustration).

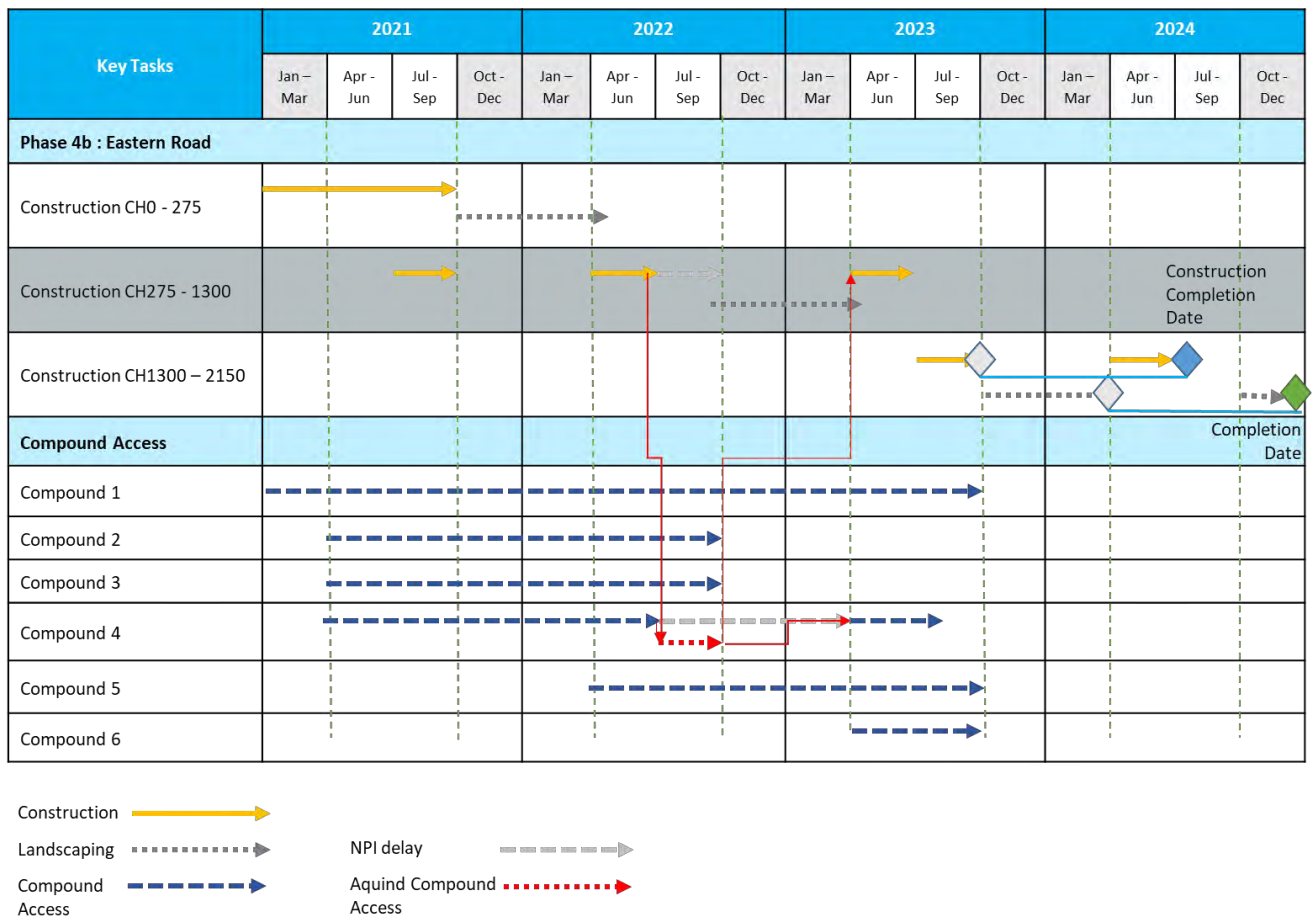





Figure 4: Showing delay to programme if NPI access to Compound 4 restricted by 12 weeks in 2022.


7.9 Due to restricted space available and space required to carry out the works, it will not be possible to jointly occupy the same compound space at the same time leading to delays to the NPI scheme. This is a matter that has been made clear to Aquind.



7.10 During the recent meetings with WSP, Aquind's consultants (see Appendix 2), potential solutions were discussed to minimise disruption. Table 1 below, which is based on the Memo provided by Aquind's consultants, WSP, on the 9th February, summarises for each compound: access dates required for each project, WSP's proposals and Coastal Partners responding comments.


Table 1: Summary table for each compound – access requirements and potential solutions

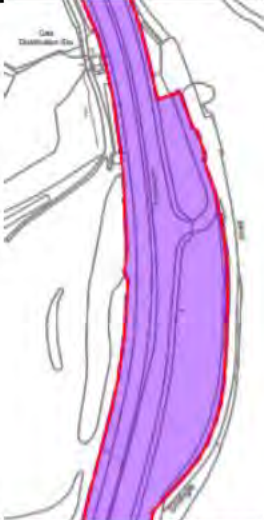

Location: NPI Compound (Map)	Coastal Partners indicative works and programme	AQUIND’s indicative works and programme	Maximum duration of overlap	Potential Solution from WSP	PCC comments on potential solution
<p>Compound 1 - Kendall’s Wharf</p>  <p>The image contains two parts: an aerial photograph of the site at the top and a site plan map at the bottom. The aerial photo shows a large industrial area with a central compound highlighted in yellow. The site plan map shows the compound's location relative to surrounding infrastructure, with a blue-shaded area indicating the compound's footprint. A legend in the top left of the map provides details about the site plan.</p>	<p>Sept 2019 – Sept 2023 Site offices and staff parking</p> <p>April 2022 – September 2023 NPI scheme to occupy the area in blue only (see “Compound 1 Occupancy” drawing in Appendix 1 for more details)</p>	<p>Apr 2022- Sept 2022 Apr 2023- Sept 2023</p> <p>Works: HDD3 compound for Broom Channel crossing to Farlington Playing Fields and approx. 2 weeks for cable duct installation.</p> <p>Duration of works: 26 weeks in 2022 and 26 weeks in 2023</p>	<p>Apr 2022- Sept 2022 (26 weeks)</p> <p>Apr 2023- Sept 2023 (26 weeks)</p>	<p>Share compound location by dividing up the area available for use and, if needed, discuss the potential relocation/reorientation of facilities on site to ensure both projects can progress.</p>	<p>NPI offices are in place and occupied. WSP have the footprint required for offices and parking spaces required.</p> <p>If WSP require the NPI occupied area to change, WSP to propose new location within close proximity to site matching parking spaces, office space and utilities and to arrange NPI office relocation for the remaining duration of the NPI works. These relocation works to happen prior to April 2022 to avoid disruption during the NPI working window (April – September).</p>


Location: NPI Compound (Map)	Coastal Partners indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution from WSP	PCC comments on potential solution
					
<p>Cable route south of Kendall's Wharf</p> 	<p>Relevant to Compound 1 Sept 2019 – Sept 2023</p>	<p>Works: from Baffin's FC ground, Langstone Harbour Sports Ground.</p> <p>Duration of works: 12 weeks</p>	<p>12 weeks</p>	<p>No likely impact on NPI works, other than shared use of NPI Compound 1 area, as discussed above.</p>	<p>No further comment, outside of NPI working area.</p>


Location: NPI Compound (Map)	Coastal Partners indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution from WSP	PCC comments on potential solution
<p>Compound 3 - Langstone Harbour Sports Ground car park</p> 	<p>Compound 3 used for engineers offices and welfare, storage of materials and plant. April 2020- Sept 2022</p>	<p>Works: cable route and joint bay</p> <p>Duration of Works: 2 weeks</p>	<p>2 weeks</p>	<p>Careful programming and organisation of works in this location, and potential request for temporary relocation/reorientation of facilities in NPI Compound 3 for a maximum of 2 weeks.</p>	<p>This compound is in place and in current use.</p> <p>Further information required on extent of access required by WSP. Extent of area is required for the joint bay works?</p> <p>Can the works be programmed to avoid the NPI working window in this area? (April – Sept 2022).</p> <p>Will Aquind pay for relocation/reorientation of facilities and subsequent programme delays for restricted access in this area for the duration of disruption? Where are Aquind planning to relocate facilities to?</p>
<p>Compound 4 - Land south of Harvester (Great Salterns Mansion)</p>	<p>Compound 4 – for access to the foreshore. Concrete wagon</p>	<p>Works: cable route and Joint Bay?</p>	<p>12 weeks</p>	<p>Careful programming and organisation of works in this location, and potential request for temporary</p>	<p>This is a key compound for access in 2022 as is in place.</p>


Location: NPI Compound (Map)	Coastal Partners indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution from WSP	PCC comments on potential solution
 	<p>access to enable delivery of concrete to construct wall between Compound 3 and Compound 4. April 2021 – Sept 2023</p> <p>This compounds only access is via Compound 5.</p>	<p>Duration of works: 12 weeks</p>		<p>relocation/reorientation of facilities in CP Compound 4 – duration dependent on AQUIND detailed design but only for works where crossing CP's access to haul road, and potentially for joint bay works, if one is required in this location.</p>	<p>This area is restricted in space so unable for joint bay works and NPI deliveries to be delivered concurrently.</p> <p>Further information required on extent of access required by WSP. How much and which area is required for the joint bay works?</p> <p>Works to be programmed to avoid the NPI working window in this area. (April – Sept 2022).</p> <p>Can Aquind duration of works be reduced in this area? Necessary 12 weeks?</p> <p>12 weeks is a significant proportion of the NPI working window, if Aquind works are to be carried out within this construction window, this will inevitably push the NPI programme into 2024.</p> <p>Can the cable/ junction box be relocated to avoid this area?</p> <p>Aquind to pay for relocation/reorientation of facilities and</p>

Location: NPI Compound (Map)	Coastal Partners indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution from WSP	PCC comments on potential solution
					<p>subsequent programme delays for restricted access in this area for the duration of disruption.</p> <p>Where are Aquind planning to relocate facilities to?</p>
<p>Compound 5 - Great Salterns Quay Car Park</p> 	<p>NPI Compound 5 (office and welfare for staff, storage of materials/ equipment, access to Compound 4 and 6)</p> <p>April 2022 – Sept 2023</p>	<p>Works: cable route</p> <p>Duration of works: 17 weeks</p>	<p>17 weeks</p>	<p>Careful programming and organisation of works in this location, and potential request for temporary relocation/reorientation of facilities in CP Compound 5 duration dependent on AQUIND detailed design and for works where crossing CP's access to compound</p>	<p>Further information required on extent of access required by WSP.</p> <p>Extent of and which area is required for the cable route works?</p> <p>Works to be programmed to avoid the NPI working window in this area. (April 2022 – Sept 2023).</p> <p>Can Aquind duration of works be reduced in this area? Necessary 17 weeks?</p> <p>Aquind to pay for relocation/ reorientation of facilities and subsequent programme delays for restricted access in this area for the duration of disruption.</p> <p>17 weeks is a significant proportion of the NPI working</p>

Location: NPI Compound (Map)	Coastal Partners indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution from WSP	PCC comments on potential solution
					<p>window, if Aquind works are to be carried out within this construction window, this will inevitably push the NPI programme into 2024.</p> <p>Where are Aquind planning to relocate facilities to?</p>
<p>Compound 6 - Land at northern end of Milton Common</p>  <p><small>Compound 6 - Milton Common Development</small></p> <ul style="list-style-type: none"> • Duration April 2023 - May 2027 • 100,000 sq m of office space (approx. 100,000 sq m) - 100,000 sq m • 100,000 sq m of office space (approx. 100,000 sq m) - 100,000 sq m • 100,000 sq m of office space (approx. 100,000 sq m) - 100,000 sq m • 100,000 sq m of office space (approx. 100,000 sq m) - 100,000 sq m • 100,000 sq m of office space (approx. 100,000 sq m) - 100,000 sq m • 100,000 sq m of office space (approx. 100,000 sq m) - 100,000 sq m • 100,000 sq m of office space (approx. 100,000 sq m) - 100,000 sq m 	<p>CP's Compound 6 (significant storage for equipment.)</p> <p>This compounds only access is via Compound 5. However due to space restrictions (the pinch point between compound 5 & 6) Compound 5</p>	<p>Works: cable route and joint Bay?</p> <p>Duration of works: 11 weeks</p>	<p>11 weeks</p>	<p>Careful programming and organisation of works in this location, and potential request for temporary relocation/reorientation of facilities in CP Compound 6 duration dependent on AQUIND detailed design and for works where crossing CP's access to compound</p>	<p>Further information required on extent of access required by WSP.</p> <p>Extent of and which area is required for the cable route works? During the meetings it was discussed that the area required was on the edge of the site boundary. This can be agreed.</p> <p>Access to Compound 6 by Aquind to be agreed. If using NPI access route from Compound 5, an</p>

Location: NPI Compound (Map)	Coastal Partners indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution from WSP	PCC comments on potential solution
	<p>will be utilized as the main compound for facilities and storage between Compound 5 & 6</p> <p>April 2023 – Sept 2023</p>				<p>agreed traffic management plan needs to be in place.</p> <p>Works to be programmed to avoid the NPI working window in this area. (April 2022 – Sept 2023).</p>
<p>AQUIND works adjacent to existing Milton Common Coastal Defences south of CP's Compound 6 –including HDD6</p>	<p>N/A. CP works already completed in this location.</p>	<p>Works: indicative cable route option including HDD6 under coastal defences at northern end of Milton Common, then running along eastern side of coastal defences until location</p>	<p>21 weeks</p>	<p>Potential overlap of access via Compound 6 area, if required?</p>	<p>Access to Compound 6 by Aquind to be agreed. If using NPI access route from Compound 5, an agreed traffic management plan needs to be in place.</p>

Location: NPI Compound (Map)	Coastal Partners indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution from WSP	PCC comments on potential solution
		Duration of works: 21 weeks (including 2 weeks for HDD)			
AQUIND works adjacent to existing Milton Common Coastal Defences – southern defences, east of Moorings Way and north of Uni of Portsmouth site	N/A. CP works already completed in this location.	Works: indicative cable route. Current design anticipates that cable route will be located around rather than under existing coastal defences at southern	12 weeks	No overlap of works or access.	

Location: NPI Compound (Map)	Coastal Partners indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution from WSP	PCC comments on potential solution
		<p>end of Milton Common (north of UoP land east of Furze Lane).</p> <p>Duration of works: 12 weeks</p>			

7.11 To summarise Table 1:

- Compound 1: Used for the main office and staff parking. It has been agreed with WSP during meetings that Coastal Partners are open to the concept of relocating offices and parking within Compound 1 should WSP:
 - propose the new adequate layout that accommodates the existing office and staff parking,
 - Pay for office/ compound relocation and provisions of utilities to match existing,
 - Arrange for relocation to occur prior to working window (before April 2022).
- Compounds 3, 4 & 5: site access, welfare, material and equipment storage. These areas are limited in size/ space which does not allow for the compounds to be shared. Should Aquind insist on occupying these areas during the time NPI expects occupation and seeks to enforce that through its DCO, this will cause inevitable delay to the NPI construction programme which is critical. It is recommended the Aquind re-programme their works to avoid the NPI occupation periods rather than force the NPI works to cease.
- Compound 6: materials and equipment storage. WSP to confirm the access requirements and extent of area needed within Compound 6. A traffic management plan will need to be agreed and approved. Access to Compound 6 is through Compound 5 with a 'pinch point' between the two. Coastal Partners would need to be satisfied that Aquind accessing Compound 6 would not impact on the works within Compound 5.

7.12 At the time of writing this report, WSP on behalf of Aquind have not agreed to the proposals put forward by Coastal Partners in Table 1. As detailed in Section 9, there have been no effective discussions or solutions put forward to date, should a direct conflict occur on both projects requiring the same compound space at the same time.

8. Cost of programme delays to the NPI Scheme

8.1 Weekly preliminary costs to run the NPI coastal scheme are calculated at £44,200.00 per week (see Appendix 6 for current calculations. Please note, this is an estimation for the scale of costs only. Should programme delays occur, actual costs will be calculated at the time of the event). This calculation reflects the combined costs of running compounds in 2022 and providing the core office team to run the project. Any delay to these works will lead to costs incurred increasing very rapidly.

8.2 Should the Aquind works delay the NPI works beyond the seasonal completion date of September 2023, as well as the weekly preliminary costs identified above, the NPI works would incur additional costs over the winter closure period, plus costs for demobilising and remobilising all plant required to complete the scheme in 2024. Additional labour costs for works in 2024 will also be additional costs.

8.3 An example of costs incurred to programme delays is given below to provide a scale of costs which would arise should Aquind delay the scheme. The NPI project incurred £1.2million in delays to the programme due to the Covid-19 pandemic. Phase 4b was due to start in June 2020, however it was necessary to delay the start of the works to April 2021 to reduce risk to the scheme and its people and to maximise the summer working window. This delay timescale is considered similar to anticipated delays should Aquind take over Compound 4 for 12 weeks and/ or Compound 5 for 17 weeks.

8.4 The NPI coastal scheme has been allocated FDGiA funding to the sum of £59,262,000.00. Currently, the total anticipated costs of the whole scheme is £58,200,000.00, leaving only £1M contingency available for all potential risks and additional costs which may arise during the completion of Phases 4 and 5. Should Aquind delay the works and the NPI project incur the costs of programme delay, there is a high risk of exceeding the allocated budget.

8.5 It is anticipated that the Environment Agency will confirm that they will not allocate further funding to the scheme above the approved amount. The consequence of this will mean the scheme cannot be completed leaving properties and people at risk of flooding. Portsmouth City Council are liaising with the Environment Agency on this matter at the time of this report.

9. Could NPI project bring forward Phase 5 works, pausing Phase 4 works until Aquind project is complete?

9.1 As a potential solution consideration has been given as to whether the Phase 5 works could be brought forward ahead of the remaining Phase 4 works. In short, this could not take place not without incurring substantial sums, which the project does not have the funding for.

9.2 Portsmouth City Council are under contract with its Principal Contractor. Pausing the contract for the duration of the proposed Aquind works is grounds for contract termination. This will attract large penalty charges. This will also mean going back out to tender to complete the works. This is not considered to be a good use of public funds.

9.3 Also, Phase 5 still requires planning permission and agreement with Network Rail to work adjacent to their structure. The planning application and liaison with Network Rail process is currently programmed to start in Summer 2022, ready for starting works in 2024. It is not therefore possible for a solution to be found by having to pause Phase 4 but commence Phase 5 in April 2022 instead due to insufficient time and funds.

10. Co-operation Agreement

10.1 Table 1 of this report is based on the most up-to-date information available at this time, based on the current construction programmes for both projects. It considers each location where there are potential overlaps with works and programmes for Phase 4b of the NPI Coastal Defence works and Aquind's works. The duration periods of the Aquind works provided represent the maximum duration of the works in an overlapping area. However, the nature of the Aquind project is that works will take place in a rolling programme and move through an area at pace, so as to impact parts of the area for the duration rather than the whole of the overlapping area.

10.2 As noted earlier, both Portsmouth City Council (PCC), Coastal Partners (CP) and the Applicant for Aquind are seeking to cooperate to resolve any conflicts but it is apparent from the facts of this matter that there may not be resolutions to some of the conflicts identified and this needs to be recognised and taken into account. PCC/CP do not consider that Aquind has ever fully acknowledged the potential significant impact upon NPI scheme which is a matter of considerable concern.

10.3 PCC/CP also feel that any cooperation should take advantage of any available opportunities to reduce the impacts of both developments.

10.4 The suggested mechanism to date for identifying conflict and opportunities is for PCC/CP and the Applicant to enter into a Cooperation Agreement to confirm an obligation on both parties to cooperate with each other so that the situation regarding the stage of works for each project can be considered in advance of works needing to take place, to agree a way of working so that both parties can achieve their development objectives.

10.5 The Applicant has suggested that the Cooperation Agreement will cover an obligation to agree the principles of cooperation, and include items such as:

- Confirming the likely need to cooperate due to potential overlapping works;
- The broad principles of cooperation, noting that the principles of cooperation will be determined by both parties as part of the Agreement;
- Method Statements, agreed between parties will provide further detail in advance of any works;
- Identifying the need to 'share' a working area in advance of works;
- Cost Agreement, to identify that AQUIND will cover the costs associated with amendments to Coastal Partners' working arrangements during overlapping works, and that
- AQUIND will reinstate land to the condition it was in prior to AQUIND commencing the works (in accordance with DCO Requirement 22).

- 10.6 A first draft of the Cooperation Agreement was provided by Aquind in February 2021 (see Appendix 5), shortly before the Examination closed. This document was referred to by Aquind in their submission but it is yet to be agreed.
- 10.7 PCC/CP accept this approach in principle, but the precise terms of the Agreement are still yet to be agreed between parties.
- 10.8 PCC/CP have specific concerns however that, in light of some of the physical constraints referred to above, there may be conflict between the projects that **cannot** be resolved and ultimately Aquind would utilise its rights under the DCO to displace PCC/CP and the NPI project would be fundamentally affected.
- 10.9 This issue clearly needs open consideration and acknowledgement but which as a consequence of the matter arising so late into the examination of the DCO has simply been left unaddressed by Aquind and the Examination.
- 10.10 The NPI Coastal Defence scheme will provide a significant public benefit in the form of urgently needed flood protection for many residents, businesses and key infrastructure. Any delays to these schemes will effectively leave the significant flood risk in place, putting residents and business at unnecessary ever increasing flood risk.
- 10.11 Whilst it is understood that project programmes are designed to be as efficient as possible, given the very significant public benefits the NPI Coastal Defence schemes provide, PCC/CP consider it is reasonable for Aquind to review elements of their Proposed Development programme as part of the agreed principle of cooperation in the Cooperation Agreement.
- 10.12 Notwithstanding the finer legal aspects of the proposed Cooperation Agreement requiring due consideration, we have the following concerns and comments on the draft Agreement:
- We agree with Aquind that there is the potential for some sharing of compounds 1 and 6 (see Section 7.11 above summarising Table 1), dependent on the final details to be proposed and that these details would come forward within Method Statements to be agreed. A significant concern however is it is clear that certain compound areas (3, 4 & 5) are very small so there is limited space for any sharing to occur.
 - The proposed timescales for confirming a programme conflict and agreeing the Method Statements leave the NPI scheme at risk and are not deemed to be sufficient. This is due to the seasonal working restrictions: time required for site set-up; and nature of the work, where certain elements must be finished in their entirety to maintain adequate flood protection.
 - The costs that would be incurred by Aquind, through resulting NPI project delays or NPI compliance with an agreed Method Statement, are not set out in sufficient detail, particularly given the potential very high level costings. Currently they are not and this needs more consideration. It is clear that any change in programme for the NPI project will result in very significant costs, given the tight seasonal

constraints that exist. For example, a 12-week interruption is effectively 50% of the year's construction period.

- All associated costs with delays will need to be covered by Aquind if programming cannot be resolved, including re-applying for planning condition approval or marine licence variations, and any associated delays.
- It should be noted that certain compounds (4 & 5) form the main access to the NPI works during 2022. These compounds are very small with limited, if any, option for sharing with Aquind.
- CP are happy to continue to work with Aquind to minimise overlaps.
- Given the significant public benefit of the NPI schemes and the existing flood and associated risks to public safety and property as well as businesses, PCC/CP feel it is reasonable for the 'careful programming' referred to also to include a review of certain elements of Aquind's programme, to avoid conflicts and would therefore wish to see this form part of any cooperation agreement.
- Any delays to the North Portsea Island Phase 4b project will also have a knock-on impact to Phase 5 (Ports Creek) as the construction of this scheme immediately follows completion of Phase 4b.
- PCC/CP consider that the Cooperation Agreement should also look at opportunities for cooperating to minimise impacts in addition to resolving conflicts. For example, whether collaborative working would allow the cable works to be undertaken whilst CP have the ground excavated.

11. Conclusion

11.1 In summary, we have significant concerns that the potential impacts on the NPI Coastal Defence scheme have not been considered sufficiently or acknowledged by Aquind and the Examination. Where there is a conflict that *cannot* be resolved, for example, where both projects require the same limited space at the same time, the draft Cooperation Agreement as proposed currently is silent, with the future Method Statements being relied upon to resolve all issues. This does not provide sufficient protection for CP and PCC.

11.2 Any delay to or risk of the NPI schemes failing to reach completion gives rise to risk of flood events and the damage associated with such events, both financial and health-related, including potential loss of life. We consider that in the event of there being an insoluble programme conflict, the NPI scheme should, in light of the continuing existing risk to the public which it seeks to address, take precedence. We would want to see a clause within any Cooperation Agreement to this effect.

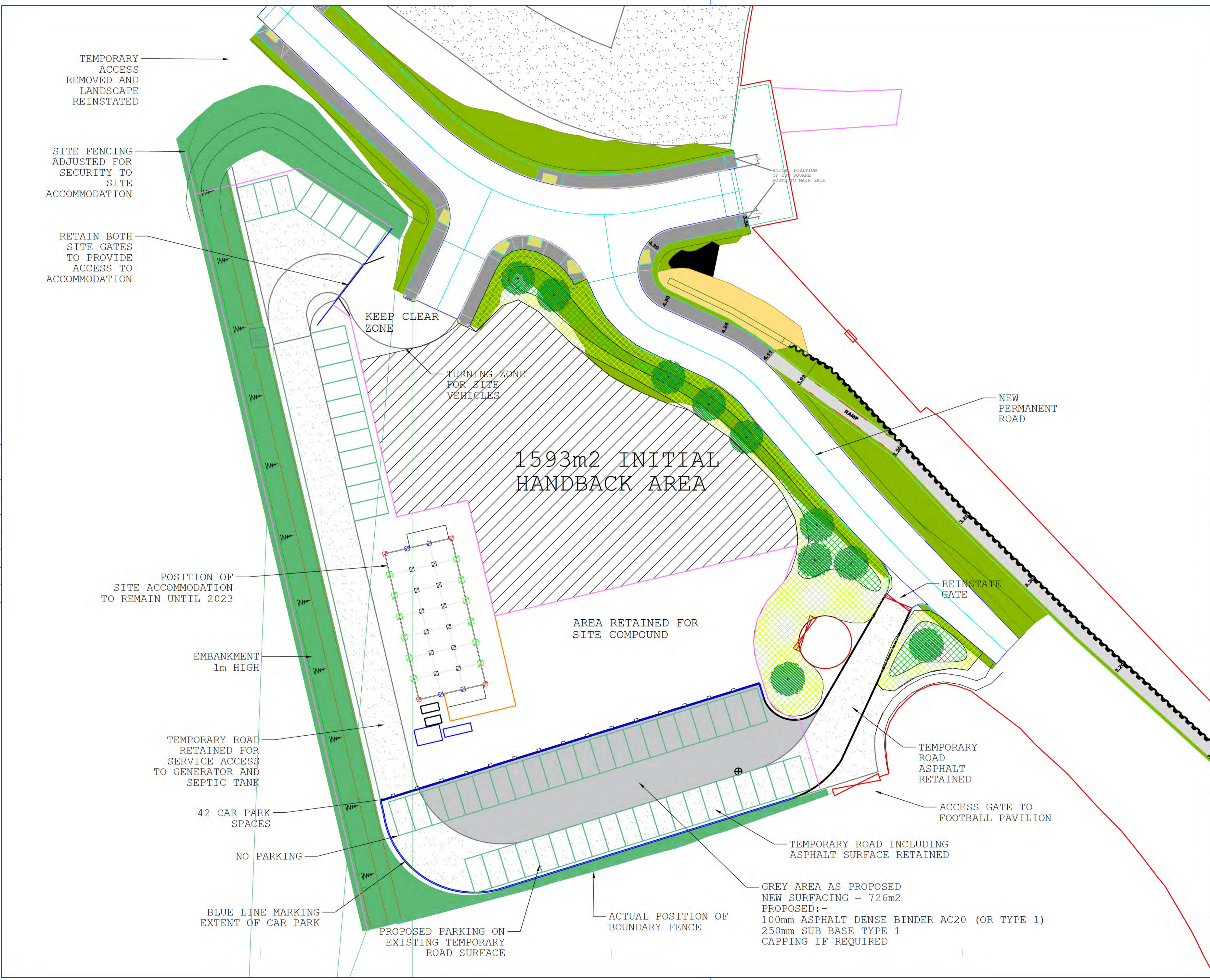
11.3 Coastal Partners and Portsmouth City Council respectfully ask that the issues raised in this document are brought to the Secretary of State's attention to allow due consideration by him.

References:

- ¹ Portsmouth City Council, *Local Flood Risk Management Strategy*, (<https://www.portsmouth.gov.uk/wp-content/uploads/2020/04/Local-flood-risk-management-strategy.pdf>) [30.07.2021] (page 3)
- ² New Forest District Council, *North Solent Shoreline Management Plan*, (<https://www.northsolentsmp.co.uk/>) [30.07.2021]
- ³ Portsmouth City Council, *Strategy Approval Report – Portsea Island Coastal Strategy Study*, (<https://www.portsmouth.gov.uk/wp-content/uploads/2020/05/development-and-planning-portsea-island-coastal-strategy-study.pdf>) [30.07.2021]
- ⁴ Portsmouth City Council, *Strategy Approval Report – Portsea Island Coastal Strategy Study*, (<https://www.portsmouth.gov.uk/wp-content/uploads/2020/05/development-and-planning-portsea-island-coastal-strategy-study.pdf>) [30.07.2021] (page 15).
- ⁵ Coastal Partners, *North Portsea Island Phase 4A Kendall's Wharf Eastern Road Portsmouth Planning Application*, 19/00706/FUL, (<https://publicaccess.portsmouth.gov.uk/online-applications/applicationDetails.do?keyVal=PQTVZJMOG1H00&activeTab=summary>) [30.07.2021]
- ⁶ Coastal Partners, *North Portsea Island Phase 4B Coastline Between Milton Common And Kendalls Wharf Eastern Road Portsmouth – Planning Application*, 19/01368/FUL, (<https://publicaccess.portsmouth.gov.uk/online-applications/applicationDetails.do?keyVal=PXD79WMOJ6G00&activeTab=summary>) [30.07.2021]
- ⁷ Environment Agency, *Calculate Grant in Aid funding for flood and coastal erosion risk management projects: Guidance for risk management authorities*, (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/297377/LIT_9142_dd8bbe.pdf) [03.08.2021] (page 3).
- ⁸ Coastal Partners, *About Us* (<https://coastalpartners.org.uk/about/>) [10.08.2021]

Appendix 1: Relevant Drawings

Project	North Portsea Island Coastal Defence Scheme
Title	Risk Report – Impacts of AQUIND project on the scheme



TEMPORARY ACCESS REMOVED AND LANDSCAPE REINSTATED

SITE FENCING ADJUSTED FOR SECURITY TO SITE ACCOMMODATION

RETAIN BOTH SITE GATES TO PROVIDE ACCESS TO ACCOMMODATION

KEEP CLEAR ZONE

TURNING ZONE FOR SITE VEHICLES

1593m2 INITIAL HANDBACK AREA

NEW PERMANENT ROAD

POSITION OF SITE ACCOMMODATION TO REMAIN UNTIL 2023

AREA RETAINED FOR SITE COMPOUND

EMBANKMENT 1m HIGH

TEMPORARY ROAD RETAINED FOR SERVICE ACCESS TO GENERATOR AND SEPTIC TANK

42 CAR PARK SPACES

NO PARKING

BLUE LINE MARKING EXTENT OF CAR PARK

PROPOSED PARKING ON EXISTING TEMPORARY ROAD SURFACE

ACTUAL POSITION OF BOUNDARY FENCE

GREY AREA AS PROPOSED NEW SURFACING = 726m2
 PROPOSED:-
 100mm ASPHALT DENSE BINDER AC20 (OR TYPE 1)
 250mm SUB BASE TYPE 1
 CAPPING IF REQUIRED

TEMPORARY ROAD ASPHALT RETAINED

ACCESS GATE TO FOOTBALL PAVILION

TEMPORARY ROAD INCLUDING ASPHALT SURFACE RETAINED

REVISIONS

Rev	Date	Description
C		
B	09/09/20	AREAS ADJUSTED, LANDSCAPE AMENDED, CAR PARK AMENDED
A	30/06/20	HANDBACK ADDED, ACCESS ROAD ENTRANCE REMOVED

LEVELLING NOTES

ALL LEVELS ARE RELATIVE TO **ORDNANCE DATUM**
 RELATIVE CHART DATUM = METRES BELOW ORDNANCE DATUM
 BENCH MARK REFERENCE **GPS RTK**

GPS COORDINATE SYSTEM.....OSGB36(15)
 CENTRAL MERIDIAN.....2.00 W
 GRID ORIGIN.....49.00 N
 ELLIPSOID.....GRS 1980
 PROJECTION.....UKTM
 GEOID MODEL.....Ogms15gb
 CSCS MODEL.....OSTN15 (GB)
 SCALE FACTOR.....1
 RTK REFERENCE.....LEICA SMARTNET
 ANTENNA.....GS14

UNITS OF SURVEY ARE IN METRES
 SITE GRID IS BASED ON STATIONS ESTABLISHED BY MACKLEY

DO NOT SCALE USE FIGURED DIMENSIONS ONLY

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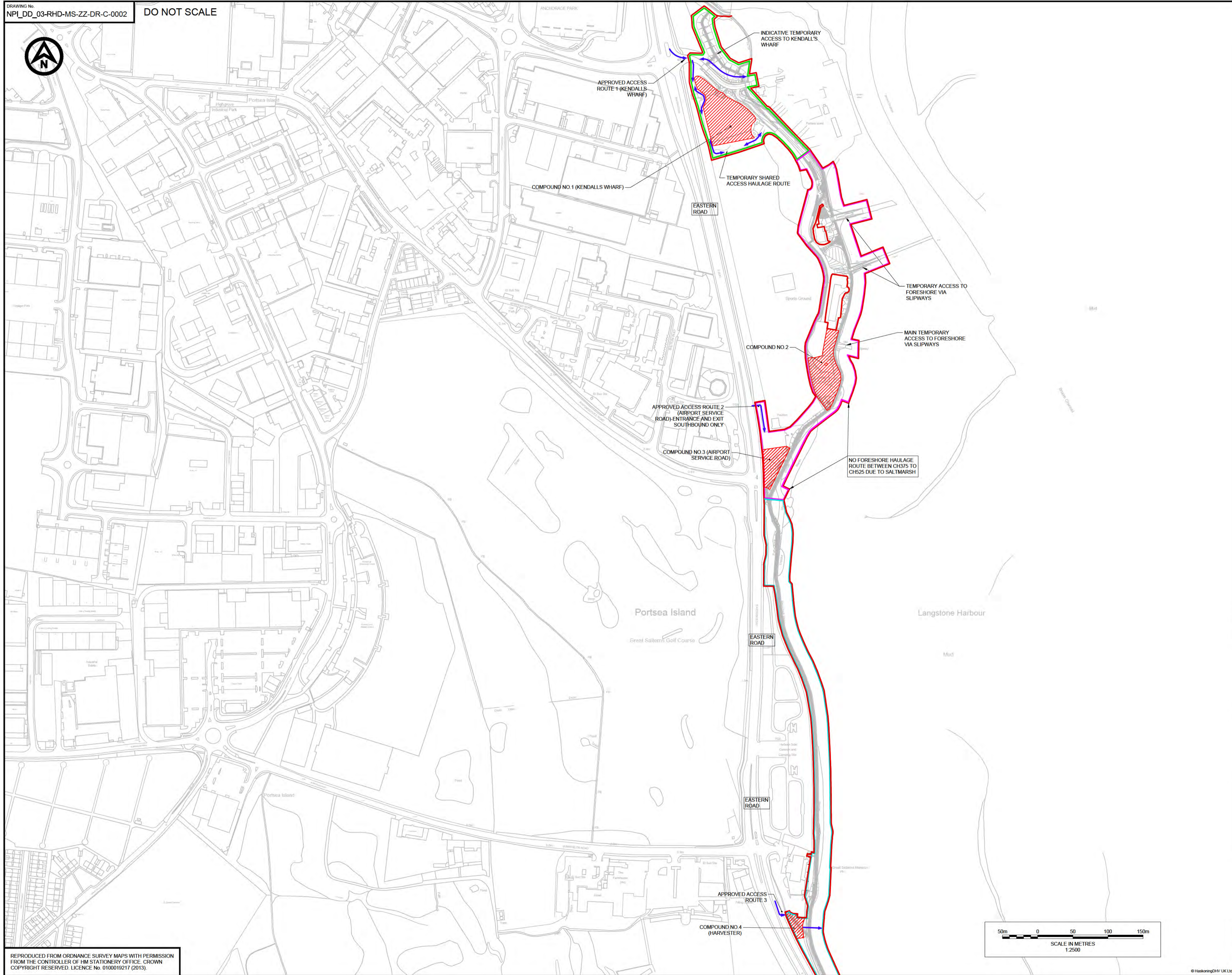


BANKSIDE HOUSE, HENFIELD ROAD
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 TEL: (01273) 492212 FAX: (01273) 494328
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PROJECT TITLE
PORTSEA PHASE 4

DRAWING TITLE
KENDALLS AREA PERMANENT CARPARK AND HANDBACK PROPOSAL

DRAWN BY MC	DATE DRAWN 09/09/20	SHEET SIZE A1
CHECKED BY	DATE CHECKED	
STATUS INFORMATION	SCALE 1:250 @ A1	REVISION
DRAWING NO. 5179_MC_045		B



- NOTES
1. ALL DIMENSIONS ARE IN METRES UNLESS NOTED OTHERWISE.
 2. ALL LEVELS ARE IN METRES, RELATIVE TO ORDNANCE DATUM NEWLYN, UNLESS NOTED OTHERWISE.
 3. EXISTING INFORMATION FOR GUIDANCE ONLY.

- KEY
- SITE BOUNDARY
 - ▨ SITE COMPOUND
 - ACCESS ROUTE
 - ACCESS ZONE 1
 - ACCESS ZONE 2
 - ACCESS ZONE 3

SAFETY, HEALTH AND ENVIRONMENT INFORMATION

IN ADDITION TO THE HAZARDS/RISKS NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DRAWING, NOTE THE FOLLOWING SIGNIFICANT RESIDUAL RISKS:

CONSTRUCTION

- PUBLIC AMENITY SITES ADJACENT TO THE SITE AND PUBLIC ACCESS POINTS WITHIN THE SITE.
- PROXIMITY OF PROPERTIES REQUIRES NOISE CONTROL MEASURES.

MAINTENANCE/CLEANING/OPERATION

- PUBLIC AMENITY SITES ADJACENT TO THE SITE AND PUBLIC ACCESS POINTS WITHIN THE SITE.
- PROXIMITY OF PROPERTIES REQUIRES NOISE CONTROL MEASURES.

DECOMMISSIONING/DEMOLITION

- PUBLIC AMENITY SITES ADJACENT TO THE SITE AND PUBLIC ACCESS POINTS WITHIN THE SITE.
- PROXIMITY OF PROPERTIES REQUIRES NOISE CONTROL MEASURES.

FOR CONSTRUCTION

CD1	13.09.2015	FOR CONSTRUCTION	AK	DY	RJG
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS

CLIENT

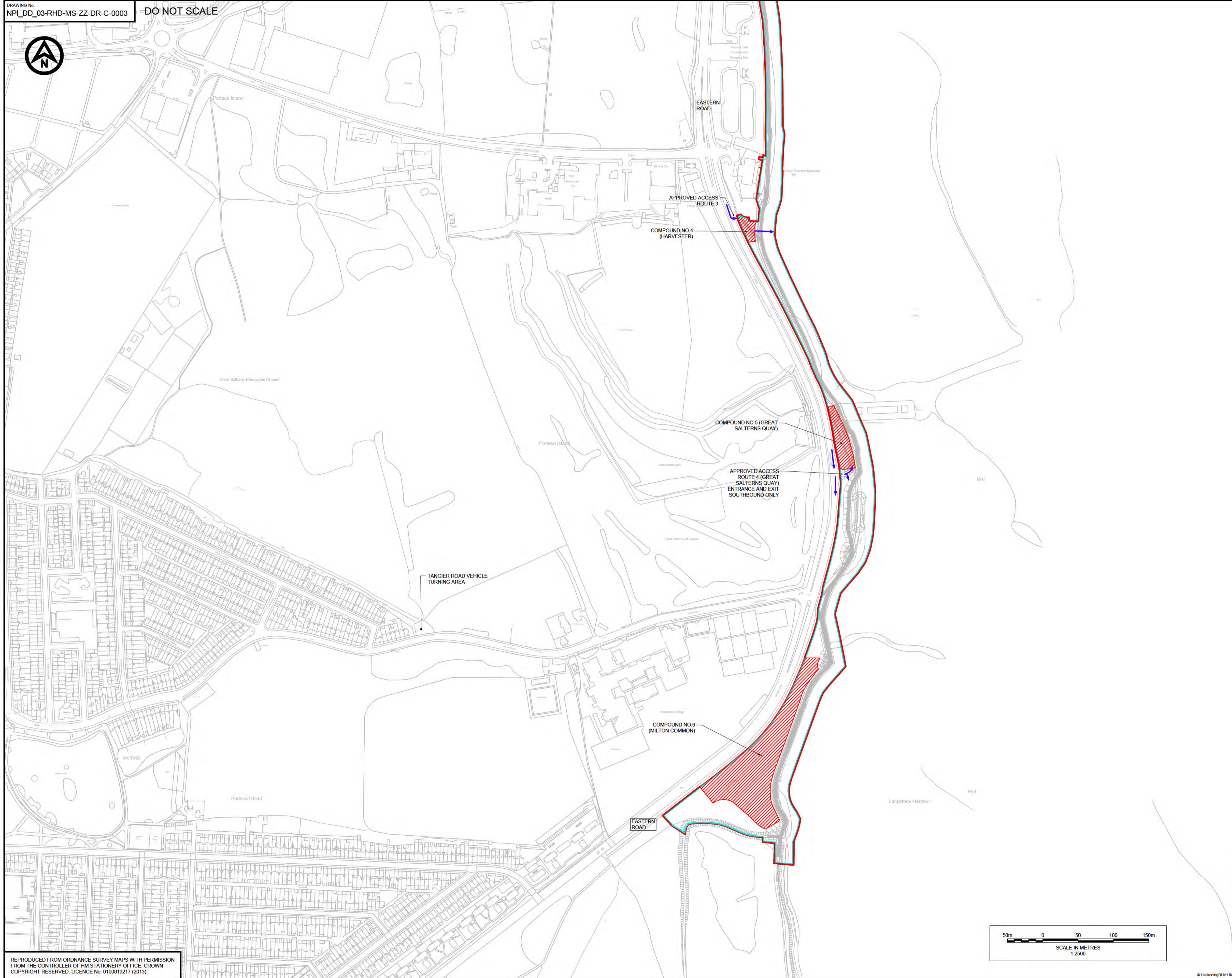


PROJECT
NORTH PORTSEA ISLAND
COASTAL FLOOD AND EROSION
RISK MANAGEMENT SCHEME
(EASTERN ROAD AND
KENDALLS WHARF)

TITLE
ACCESS AND
COMPOUND PLAN
SHEET 1 OF 2



DRAWN	BN	CHECKED	CT	APPROVED	APL
DATE	20.07.2017	SCALE	AT A1	REF.	PB3861
DRAWING No.	NPI_DD_03-RHD-MS-ZZ-DR-C-0002			SUITABILITY	REVISION
				A	C01



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- KEY**
- SITE BOUNDARY
 - ▨ SITE COMPOUND
 - ACCESS ROUTE
 - ACCESS ZONE 1
 - ACCESS ZONE 2
 - ACCESS ZONE 3

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IN ADDITION TO THE HAZARDS/RISKS NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DRAWING, NOTE THE FOLLOWING SIGNIFICANT RESIDUAL RISKS:

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- PROXIMITY OF PROPERTIES REQUIRES NOISE CONTROL MEASURES.

FOR CONSTRUCTION

CD1	13.09.2015	FOR CONSTRUCTION	AIK	DY	RJG
REV	DATE	DESCRIPTION	BY	CHK	APP

CLIENT

PROJECT

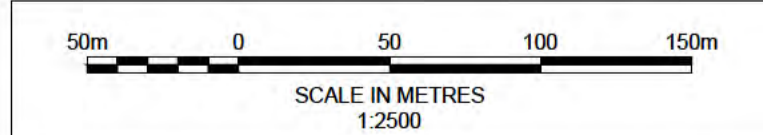
NORTH PORTSEA ISLAND
COASTAL FLOOD AND EROSION
RISK MANAGEMENT SCHEME
(EASTERN ROAD AND
KENDALLS WHARF)

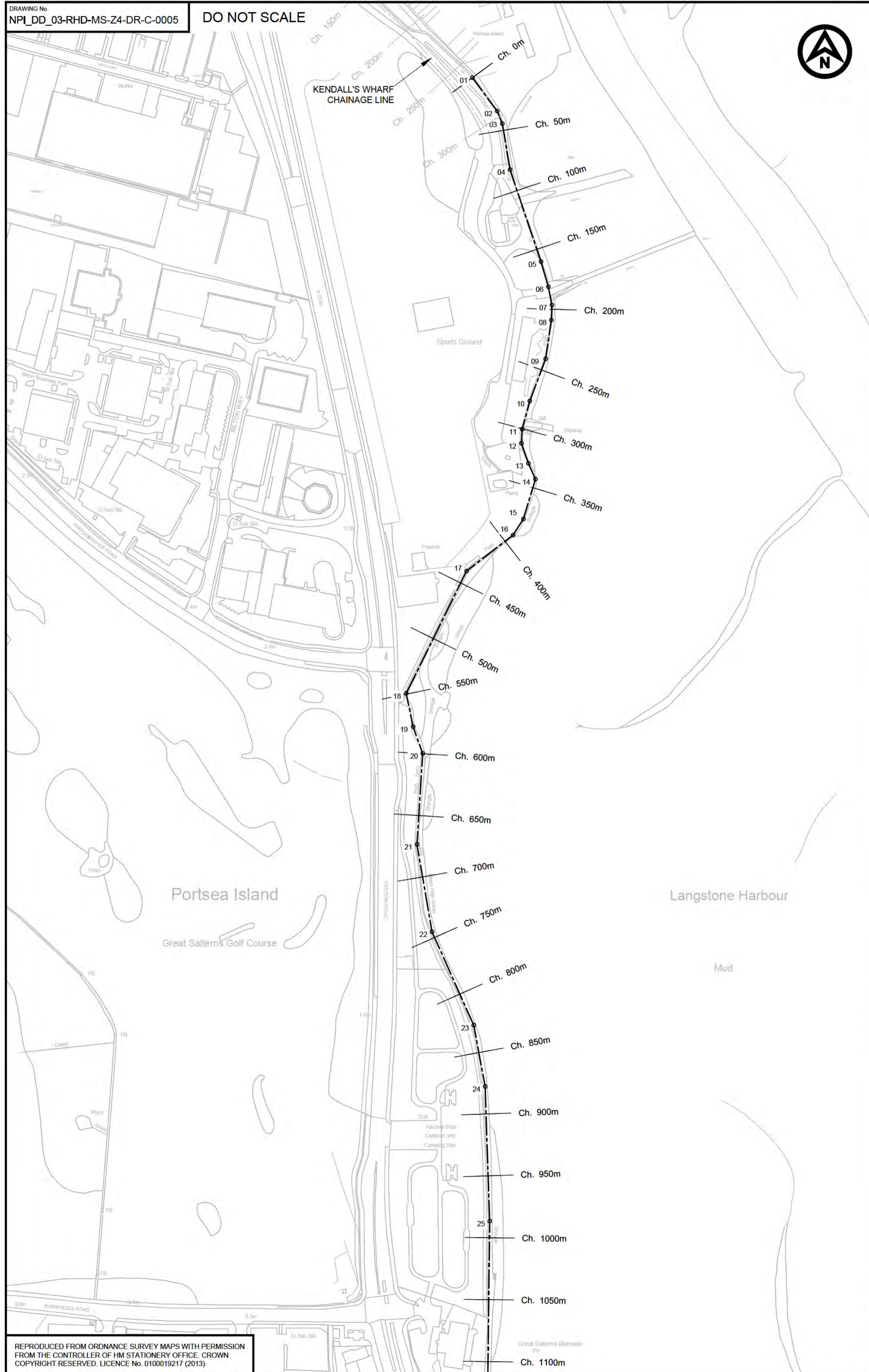
TITLE

ACCESS AND
COMPOUND PLAN
SHEET 2 OF 2

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DRAWN	BN	CHECKED	CT	APPROVED	APL
DATE	20.07.2017	SCALE	AT A1	REF.	PB3861
DRAWING No.	NPI_DD_03-RHD-MS-ZZ-DR-C-0003			SUITABILITY	REVISION
				A	C01





- NOTES
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 2. ALL LEVELS ARE IN METRES, RELATIVE TO ORDNANCE DATUM NEWLYN, UNLESS NOTED OTHERWISE.
 3. EXISTING INFORMATION FOR GUIDANCE ONLY.

KEY

	CHAINAGE LINE
	CHANGE POINT

SETTING OUT POINTS
(POINTS TYPICALLY LOCATED IN LANDWARD PART OF EXISTING PATH)

CHANGE POINT	EASTING	NORTHING
01	467548552.87	103168158.50
02	467568430.44	103141163.66
03	467572654.78	103130967.70
04	467578885.94	103093884.94
05	467603884.49	103016550.75
06	467609762.07	102993000.98
07	467612622.94	102984537.69
08	467612289.51	102972526.35
09	467607612.62	102941140.03
10	467594833.95	102907123.03
11	467588642.47	102884425.86
12	467588130.27	102872915.35
13	467593694.15	102856771.28
14	467590340.23	102844078.31
15	467589595.04	102811902.17
16	467581218.83	102798843.84
17	467543777.14	102769887.45
18	467495088.00	102671134.54
19	467500611.47	102644206.05
20	467508399.39	102622673.75
21	467503779.22	102549293.37
22	467515909.06	102478694.48
23	467549562.56	102403320.21
24	467587818.80	102353819.52
25	467562464.61	102245177.05
26	467560716.24	102106697.69
27	467552941.20	102096228.38
28	467550754.64	102041582.49
29	467642701.26	101833090.04
30	467670657.72	101789736.08
31	467690035.42	101720843.69
32	467676078.92	101694470.57
33	467672820.81	101608230.87
34	467641787.08	10154741.47
35	467635174.48	101520626.12
36	467649734.72	101451726.85
37	467621826.64	101419113.47
38	467570338.73	101277345.13
39	467573563.25	101249673.71
40	467585602.06	101223127.32
41	467585602.06	101198057.80
42	467574664.99	101178400.00
43	467578010.66	101144167.66

FOR CONSTRUCTION

CD1	13.08.2019	FOR CONSTRUCTION	AIK	DY	RJG
REV	DATE	DESCRIPTION	BY	CHK	APP

REVISIONS

CLIENT

PROJECT
NORTH PORTSEA ISLAND
COASTAL FLOOD AND EROSION
RISK MANAGEMENT SCHEME
(EASTERN ROAD AND
KENDALLS WHARF)

TITLE
CHAINAGE PLAN

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Haywards Heath, RH16 1PG
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DRAWN	BN	CHECKED	CT	APPROVED	APL
DATE	23.03.2017	SCALE	AT A1	REF.	PB3861
DRAWING No.	NPI_DD_03-RHD-MS-Z4-DR-C-0005			SUITABILITY	REVISION
				A	C01

Appendix 2: Meeting Minutes

Project	North Portsea Island Coastal Defence Scheme
Title	Risk Report – Impacts of AQUIND project on the scheme



MEETING NOTES

PROJECT NUMBER	62100616	MEETING DATE	12 August 2020
PROJECT NAME	Aquind Interconnector	VENUE	Team Meeting
CLIENT	Aquind	RECORDED BY	AH
MEETING SUBJECT	AQUIND and PCC Catch Up (SoCG)		
ATTENDEES	WSP: Alan Hardwick; Chris Williams, Jo Welbourn, Rose Urban, Hala Babahami (part) Coastal Partners: Amy Conway, Robert Pearson, Nicola Reid, Caroline Timlett, Richard Ward. Mackley: Terrence Gretton, Steve Fitzmaurice		

DISTRIBUTION	Attendees as above, plus Mick McGuckin (WSP), Vladimir Temerko (AQUIND), Martyn Jarvis (HSF)
CONFIDENTIALITY	Restricted

ITEM	SUBJECT
1	Introduction and Attendee Confirmation
2	Examination Update <ul style="list-style-type: none">AH updated on timetable, preliminary meeting and Deadline 1 (incorporating Written Questions and SoCGs). ACTION: AH to issue Rule 6, and link to Written Questions
3	Alignment/Construction Programme/Compound Locations/Access <ul style="list-style-type: none">TG and SF provided a run through of the current and future Coastal Partners works and included updates on the current and anticipated construction timescales and compound locations. ACTION: TG (Mackley/Coastal Partners) to provide high level current construction programme and working area.Key points with regards to project interactions:Coastal Partners will be utilising Kendalls Wharf (with the northern section already handed back to Kendalls) until the end of construction in 2023. The reinforced parking area (to the south of Kendalls Wharf) is now to be tarmacked and will be commenced in Q3 2020. ACTION: Coastal Partners to confirm number of parking spaces provided. Aquind's indicative programme proposed being in Kendalls mid-2022. Mackley questioned if the route within Kendalls could be routed east, away from the current site set up. WSP explained there may be potential to accommodate this subject to the HDD setup required and that this would need further consideration. RP to send WSP information regarding programming and locations for compounds.Coastal Partners are creating a compound south of Langstone Playing Fields and north of Langstone Harbour Viewing car park (2022 to 2023), which will include a temporary access. The temporary junction originally planned from Eastern Road is no

	<p>longer required, instead access to Compound 3 will be through the access route for the sailing clubs and along a haul route on the landward side of the sea wall.</p> <ul style="list-style-type: none"> • At the Coastal Partners compound south of The Harvester, a new access was not permitted through the Harvester car park by PCC as highway authority, so a turning area was provided linked to the Langstone Harbour Viewing car park access. • Roost island construction is progressing well, being critical to the Coastal Partners programme. • Landscaping will be completed to the first planting season (seeding September, and trees/shrubs November). Tree pits will be approximately 1.5m deep. Coastal Partners are amending their approved landscaping scheme, and both parties are supportive of working together to avoid abortive works as a result of future Aquind works (noting the current Aquind route is illustrative only). Landscaping could possibly be delayed to avoid future removal during Aquind scheme. ACTION: Coastal Partners to issue landscaping drawings to WSP/Aquind for initial comment. • Coastal Partners is open to the potential for advanced ducting in appropriate locations (e.g. under proposed access ramps to the coastal paths, and prior to construction office siting as discussed). Both parties are supportive of future engagement on construction programmes and advance works going forward. ACTION: Show plans with cabling overlaid on NPI Scheme drawings. • Showing the illustrative Aquind cable route, Mackley asked if the cables could be routed to avoid their offices as currently sited at Kendalls Wharf. • Regarding Highways, and the Aquind installation within Eastern Road, CW confirmed that Aquind construction within Eastern Road would be one circuit at a time, with an impact on no more than one lane and approximately 100m at a time. Aquind has also committed to avoid school term time with construction only permitted within the Easter holidays, May half-term, June, July and August. ACTION: WSP to advise on indicative lane closures and timings. • On interactions, HB confirmed that the standard trenching depth would be 1.2m. Mackley flagged the potential interaction with the haul road adjacent to the Eastern Road for the Coastal Partners works. • Coastal Partners land discussions with PCC are via Vicky Offen. Aquind discussions have been via David Ball.
<p>4</p>	<p>Flood Defence Crossing and Working Principles</p> <ul style="list-style-type: none"> • JW updated on the crossing principles (preventing any pathways during or post construction) of the existing flood defence to the north of Milton Common. • CT advised they would want to see details of the proposed HDD depths to confirm that HDD would not negatively impact the integrity of the flood defence. JW advised that principles in relation to this are included within the Onshore Outline Construction Environmental Management Plan. • JW confirmed that whilst detailed design would be developed by the contractor, the principles were agreed with the Environment Agency and secured as part of Aquind's

	<p>DCO within the Onshore Outline Construction Environmental Management Plan. ACTION: WSP to share link to OOCEMP and signposting.</p> <ul style="list-style-type: none"> • JW discussed that environmental permitting for works adjacent to and/ or under the tidal/ coastal defences will be sought through a Flood Risk Activities Permit (exemption or permit) with the Environment Agency and that it is understood that no direct permit application is required with Coastal Partners in relation to the flood defences. CT advised that other than land permission (AH confirmed this is already considered) that she would need to check if any other permission is required and was not aware of anything. Action: Coastal Partners confirm if there are any other known permitting requirements needed in relation to the flood defences. • AH confirmed that these key principles will be included within the working draft of the EA SoCG which will include agreements with Coastal Partners.
<p>5</p>	<p>AOB</p> <p>NR raised the current objection from Aquind to the pending Coastal Partners application. Neither parties have had an update from PCC. ACTION: AH and NR to discuss offline.</p>
<p>6</p>	<p>Meeting Close and Future Engagement</p> <ul style="list-style-type: none"> • No future date was agreed, but ongoing communication and correspondence was welcomed by all parties.



Meeting Agenda

PROJECT NUMBER	62100616	MEETING DATE	13 January 2021
PROJECT NAME	Aquind Interconnector	VENUE	MS Teams
CLIENT	Aquind	RECORDED BY	JW/CA
MEETING SUBJECT	Aquind and Coastal Partners Alignment Discussion		

INVITED	<p>Kirill Glukhovskoy, KG (Aquind)</p> <p>Caroline Timlett, CT (Coastal Partners)</p> <p>Amy Conway, AC (Coastal Partners)</p> <p>Terence Gretton, TG (Coastal PartnersMackley)</p> <p>Fernando Lopes, FL (Portsmouth City Council)</p> <p>Taylor Young-Chambers, (Portsmouth City Council)</p> <p>Alan O'Sullivan, AOS (Avison Young)</p> <p>Martin Devine, MD (WSP – Project Manager)</p>	<p>Pankaj Yadav, PY (WSP – Programming)</p> <p>Cassie Fountain, CF (WSP – Planning)</p> <p>Oliver Bulch, OB (WSP – Engineering)</p> <p>Chidinma Agwu, CA (WSP – Engineering)</p> <p>Jo Welbourn, JW (WSP – Flood Risk)</p>
APOLOGIES	<p>Siddharth Thite (WSP – Engineering)</p> <p>Marcus Wood (WSP – Planning)</p> <p>Vladimir Temerko, VT (Aquind)</p>	
DISTRIBUTION	As above	
CONFIDENTIALITY	Confidential	

ITEM	SUBJECT
1	<p>Introductions round the table by WSP (MD)</p> <p>Fernando Lopes, Taylor Young-Chambers – are on the call from PCC who are working on a pavement widening project to provide wider pedestrian and cycle paths on the eastern side of Eastern Road, from just south of Kendall's Wharf (adjacent to Langstone Sports Ground) to the Great Salterns Mansion Harvester, with the first works due to start imminently in 2021.</p>
2	<p>Brief overview of Aquind Scheme/ DCO / Procurement Update by MD (WSP)</p> <ul style="list-style-type: none"> • DCO Application is progressing. It is now 2/3rds of the way through the 6-month Examination stage. Examination Hearings held prior to Christmas 2020. The Examination stage will be completed in early March 2021, and a Decision is due to be made within 6 months of that, so it is hoped that consent might be issued by September 2021. • ITT have been issued to the market and discussing with the approved tenderers. Contracts proposed to be awarded end of September/ October 2021. • Coastal Partners, CT (CP) asked when will contractors be appointed and cable route be refined. WSP (MD) noted that Avison Young will talk through the current route and any programme alignments etc. <ul style="list-style-type: none"> ○ CT (CP) notes the programme for the coastal defence works forming the North Portsea Island (NPI) Scheme at in the figure was for contract only and dates are superseded. Programme version 8 is the latest. Zones 1 – 3 are contract areas – CP can provide updates to dates.
3	Brief overview of Coastal Partners North Portsea Island (NPI) Scheme Progress

	<ul style="list-style-type: none"> CT explained the different zone running from North to South and they are happy to highlight the zones and provide to Aquind.
<p>4</p>	<p>Discussion lead by AOS (Avison Young) regarding the Order Limits based on google maps noting programme information from MD, PY (WSP) with discussion with TG (CP) and FL, TYC (PCC) on potential clashes:</p> <p>a) Kendall's Wharf / NPI Compound 1/ Aquind HDD3</p> <ol style="list-style-type: none"> a. Works Overview <ol style="list-style-type: none"> i. HDD compound ii. Tudor car park b. Programme <ol style="list-style-type: none"> i. AQUIND Programme and NPI Programme - Same working restrictions affect both projects, working over 2 summers, April 2022 to September 2022, return April 2023 to September 2023 ii. CT (CP) compound will be retained until 2023 however will be reduced in extent throughout this time. c. Works and Overlaps <ol style="list-style-type: none"> i. MD (WSP) presented overlay of the HDD compound against the CP compound and staging downsizing/ handback. <ul style="list-style-type: none"> ➤ CT (CP) plan to retain accommodation/ office until end of September 2023 and ask that this isn't built over. ACTION – CT (CP) to mark up how this compound will be used going forward and identify which areas that could potentially be available/utilised by Aquind (noting that other parties have a requirement for space at this location). ➤ Initial hand back to PCC for lease to Aggregate Industries. All other area within Kendall's Wharf will be leased back to Aggregate Industries. Public carpark at southern end of NPI Compound 1 area has been built, and is currently being used by NPI, but to go back to PCC in September 2021 for public use. ➤ CT recommended liaising with Aggregate Industries for issues such as providing car park spaces for their use due to parking space in this location being at a premium. ➤ TG (CPMackley) requested drawings and information to confirm what sort of area is required for the HDD contract. ACTION – Aquind to provide CP with overview of what welfare and working space will be required in this compound area, overlaid on CP drawing. CP and Aquind to take discussions forward to understand what area is needed and how both compounds can align. ➤ CT noted that current AQUIND HDD3 compound drawing shows area extending west of NPI Compound area, in to adjoining access road and over the tree belt between the NPI Compound and Eastern Road. CT recommended that PCC would want to retain that belt of trees and queried whether it would be possible to move the HDD3 compound area eastwards. ➤ AOS highlighted that the northern area of the compound could be a pinch point area, so a possibility would be to move the drilling areas eastwards to situate it north of the CP temporary offices. ➤ AOS advised there may be a joint bay (JB) within that area. OB described JB installation process and advised that JB, which is a concrete box, will be installed via excavation work approximately 3m wide by 15m long by 1.2-1.5m deep. ➤ TG (CPMackley) noted that there was a large Southern Water pipe near NPI Compound 2 at southern end of Langstone Sports Ground. <p>b) Eastern Road (near Airport Service Road Junction)/ NPI Compound 3 / Compound 4 / Compound 5</p>

- a. Works Overview
 - i. Joint Bay 26
 - ii. Trenching in Eastern Road
- b. Programme
 - i. Compound 4 – set up this year. Works undertaken 2022 and may spill over into 2023.
- c. Works and Overlaps
 - AOS advised that trenching to take place along Eastern road after JB.
 - TG (CPMackley) inquired whether ducts can be installed for Aquind cable during path widening works just north of JB26 down to the Harvester. AOS highlighted some of the issues related to that would be the warranties from the point of view of the contractor who would usually install these.
 - TG(CPMackley) highlighted that car park area (north of JB26) is set up as welfare compound for NPI works until 09/2022.
 - FL (PCC) advised that PCC are widening walkway by an additional 2m on the eastern side of current footway (removing hedges etc where necessary) to provide a 4.5m wide cycle path and footway. Phase 1 of the Works (Airport Service Road to northern Harbourside boundary) to be completed in 03/2021. A second phase to be completed this year (from northern Harbourside boundary to Harvester), however completion date not confirmed yet. CT and FL highlighted that one of the conditions for any subsequent works undertaken by AQUIND is that it would be expected that full reinstatement of the walkway/cycle path would be provided. TYC (PCC) noted that another phase of works to upgrade the cycle path to a 2-way route north and south of the Harbourside Caravan Park was the subject of TCF bid (Transforming Cities Fund).
 - AOS explained that if a JB 27 were required some access would still be via eastern road although there is access to area via the car park. It would be anticipated that there would only be a small number of deliveries to that area for JB 27.
 - MD (WSP) advised that Framework traffic management shows 1 lane closure of Eastern Road planned. TYC (PCC) advised that there would also be works happening along that area to widen the footway.
 - AOS advised ducts will be installed in Eastern Road or in the verge of Eastern Road. TG (CPMackley) advised that an access route will need to be created to allow for movement of their machinery and material and allowing for works such as piling and pouring between NPI Compound 5 and the car park south of the Harvester. CT (CP) advised CP will provide drawings to show their compound in area where JB 28 could be located. **ACTION – CP (CT) to provide updated drawing to show NPI Compound 5.**
- c) Milton Common Bund/ NPI Compound 6/ Aquind HDD6
 - a. CP Compound 6 earmarked for 2022 to 2023 in terms of the programme
 - AOS advised that aim is to keep cables in northern verge of Eastern Road with the preferred route Milton Common route installed alongside the flood defences of Milton Common via utilizing HDD to go under the work CP have already completed. The intention is to use a small area of the southern part of NPI compound 6.
 - CT (CP) requested vehicle movement numbers for that area. CP have concerns about the delivery of materials such concrete as that section of Eastern Road is very busy and is likely to become busier with Aquind works in that area. TG (CPMackley) advised the plan would be to have a haul road for access. TG (MackleyCP) advised that the CP compound area closer to bund will be stoned out.

MEETING NOTES

	<ul style="list-style-type: none">➤ AOS advised that potentially JB 32 could be installed with geotechnical information feeding into that.➤ CF (WSP) highlighted that the previous option identified within the Order Limits when the DCO was submitted to trench down Furze Lane has been removed. The route for the cables will now be from the southern end of Milton Common/Moorings Way, to the University of Portsmouth's playing fields, east of Furze Lane, and it is proposed that installation in this section is via the trenching method.➤ AOS advised that advised the plan would be to trench around the southern bund, not to drill underneath it as to be done with the northern bund.➤ CT (CP) advised that the bund which is part CP's coastal defences is composed of compacted chalk.➤ CT (CP) confirmed CP will provide<ul style="list-style-type: none">○ Updates of programme on Portsea reach island works○ Sketch showing the occupancy areas of Compound 1 from April 2022 onwards (since issued and received)○ Milton Common as-builts (since issued and received)○ Coastal works chainage plan (since issued and received)○ Access zone plan (since issued and received)○ Pathway widening works drawings (since issued and received)
5	<p>AOB</p> <p>Next meeting set up for 11am on Tuesday 2nd of February 2021, to be issued to same attendees.</p>



Meeting Agenda and Minutes

PROJECT NUMBER	62100616	MEETING DATE	09 February 2021
PROJECT NAME	Aquind Interconnector	VENUE	MS Teams
CLIENT	Aquind	RECORDED BY	CA
MEETING SUBJECT	Aquind and Coastal Partners Working Alignment Discussion		

ATTENDEES	Nicole Reid, NR (Coastal Partners) Caroline Timlett, CT (Coastal Partners) Amy Conway, AC (Coastal Partners) Terence Gretton, TG (Mackley) Vladimir Temerko, VT (Aquind) Kirill Glukhovskoy, KG (Aquind) Martyn Jarvis MJ, (HSF) Alan O'Sullivan, AOS (Avison Young)	Martin Devine, MD (WSP – Project Manager) Cassie Fountain, CF (WSP – Planning) Pankaj Yadav, PY (WSP – Programming) Chidinma Agwu, CA (WSP – Engineering) Stuart Stephens SS (Stockton Drilling) Olivia Wojcik WJ (Stockton Drilling) Fiona O'Connell FO'C (Stockton Drilling)
APOLOGIES	Siddharth Thite (WSP – Engineering) Marcus Wood (WSP – Planning) Oliver Bulch, OB (WSP – Engineering) Gearoid O'Connell GO'C (Stockton Drilling)	
DISTRIBUTION	As above	
CONFIDENTIALITY	Restricted	

ITEM	SUBJECT
Introduction	Meeting discussion was to overall align Aquind works where it would coincide with CP works during the construction period. With the exception of the Compound 3, CP's updated programme shows that all Compounds will be occupied until September 2023.
1	Discussion on a form of agreement for work alongside CP – led by MD (WSP) a) Kendall's Wharf – CP Compound 1 – AQUIND Compound for HDD3. <ul style="list-style-type: none">• MD (WSP) provided a comparison of the original indicative AQUIND HDD compound shown at Kendall's Wharf as well as the amended indicative HDD compound orientated above and to the east of CP's existing portacabin office location. The comparison showed overlapping requirements for the HDD working area with the north-east corner of the CP Office location, and parking at the northern end of CP's Compound 1, where CP have their access and parking areai. A query raised by MD (WSP) was whether CP would be willing to permit the re-orientation of the portacabins by 90° to provide access and space around the rig for the HDD which is more or less fixed structure and location. CT (CP) highlighted that the portacabins are sitting on concrete beds which would also need to be relocated. It was confirmed by TG (Mackley) that there is no issue rotating and relocating the portacabins however that it should ideally be done during the quiet periods (between October and March). VT (Aquind) confirmed that Aquind would cover the costs associated with the relocation. TG (Mackley) advised that he would look into the costs

and that it would need to be advised in good time so that it can be accurately costed and programmed by CP. TG (Mackley) and CT (CP) confirmed that in principle re-orientating the portacabins is acceptable.

- ii. It was agreed that drawings showing the indicative AQUIND HDD compound with suggested location of the portacabins would be provided to CP to aid them in putting together a plan for the office move and sharing the compound area more efficiently. AOS (Avison Young) queried whether in terms of relocation of CP's office portacabins that it may be ideal to move the portacabins as far east as possible to allow maximum space to the western side of the compound area, to facilitate a route for cable trenches southwards from the HDD compound to the cable route heading southwards through Baffin's Rovers FC ground and Langstone Harbour Sports Ground. TG (Mackley) and CT (CP) confirmed that this would be a sensible relocation. CT (CP) advised that it would be preferable to avoid April to September in terms of relocating the CP office and ensure that any relocation had been completed ready for re occupation of the office by CP from around Mid-March.
- iii. MJ (HSF) clarified that it is intended that the Co-operation Agreement would provide the parameters for the process of agreeing how the works would be carried out between Aquind and CP, with Aquind providing a notice no less than 3 months prior to works commencing. MJ offered to draft an Agreement to capture the discussed 'in principle' agreements as well as the method statement on how to proceed. The Agreement would capture the details for the future relationship and allow the key principles of a way of working to be set out, but the flexibility to deal with overlapping works if/when the situation arises.

b) Kendall's Wharf – Car parking areas

- i. MD advised that an access path is required to the rig and drill in the indicative AQUIND HDD compound from the road. Access is also required for parking and storage which in the indicative HDD layout drawing shown at the meeting was located in the northern most corner of the compound area.
- ii. CT (CP) advised that she had liaised with Portsmouth City Council (PCC) to enquire whether CP can obtain access to and use of the public car park in the southern-most part of the compound area and was awaiting a response. However, it was highlighted that if PCC confirm that CP are not able to utilise the public car park, then CP would need to revisit this subject.
- iii. It was discussed and agreed that if Portsmouth City Council agree CP can use the southern area/ public car parking area, then the northern area of the compound could be utilised by AQUIND and the southern area by CP which would allow for the compound area to be shared without need to share the same works areas and parking spaces. The split of the compound area for use by AQUIND and CP would need to be aligned and would therefore require agreement which will include programme alignment and works activities alignment.
- iv. TG (Mackley) reminded the meeting that Kendall's Wharf is currently using car parking space in this location. AOS advised further discussions had not yet been had with Kendall's Wharf re their needs for the area.
- v. MD (WSP) confirmed that there was no intent to widen the access in to CP's Compound 1 area based on the indicative layout being discussed.

c) Other CP Compounds (3-6) and Parallel Working Area

- Overall it was advised by MD that all these areas (CP Compounds 3 – 6) would be covered by the Co-operation Agreement, which would provide the parameters for the process of agreeing how the works would be carried out between Aquind and CP, with Aquind providing a notice no less than 3 months prior to works commencing.
 - i. It was verified that in line with the updated programme sent by CP the CP Compounds 3-6 will be occupied from April 2021 through to September 2023, with the exception of Compound 3 (see above). MD clarified that the occupancy by AQUIND for the cable route from the area at Compound 1 through to the area of Compound 6 is for 12 months. However the entire area would not be required for the whole of this duration

MEETING NOTES

as the cable works along these locations would be undertaken at a rate of approx. 30-50m per day and will proceed in stretches. The overlapping works areas would need to be covered by the Co-operation Agreement.

- ii. MD (WSP) advised that for the cable route south of Kendall's Wharf there would likely be no impact on CP's activities as the works for cable duct would ideally be done from AQUIND's HDD compound at Kendall's Wharf. The cable ducts would be installed from Kendall's Wharf down to football ground, through land owned by PCC, on through the car park and would be done within a 12 week window. CF (WSP) advised that there was flexibility in the cable route within the Order Limits, and the ideal solution would be to route the cables to avoid CP Compound 3. However, the precise location of cable ducts would not be available until further investigations are undertaken by the contractor.
- iii. CF (WSP) advised that it would take 2 weeks' worth of work to install through Langstone Harbour Sports ground car park and that AQUIND will look to agree timings of work as well as carry out the works in stages so as to minimise affecting car parking area. The worst case scenario anticipated would be that part of CP's Compound 3 area may be required over maximum 2 weeks. If any CP compounds required alteration or relocation these associated costs will be covered by AQUIND.
- iv. TG (Mackley) inquired whether any costs would be covered because of delays due to AQUIND works. However it was advised that AQUIND would look to avoid affecting CP's programme by having the alignment discussions. However it cannot be ruled out until the detailed design stage. TG agreed that at that stage it may be possible to pinpoint where there are windows of opportunity to work and suit both parties.
- v. CF (CP) and TG (Mackley) highlighted that the principles of how to work in areas of Compounds 3-6 should be agreed with allowances such night-time and day week working. CF (WSP) confirmed that if it is possible for night-time working to be carried out in those areas to progress the work and minimize disruption that would agreeable.
- vi. In terms of Compound utilization
 - CT (CP) enquired whether in the scenario where AQUIND would relocate CP compound infrastructure, would it be relocated to a different area.
 - CT (CP) confirmed in relation to Compound 3, that when CP know what their proposed compound layout is, CP can share it with AQUIND.
 - It was clarified by TG (Mackley) and CT (CP) that CP are aiming to work in parallel for the ongoing works or preparatory works from Compound 1 to Compound 6 and that the intention would be to return Compound 2 to Compound 6 to their former uses on completion of works. However due to space restrictions (pinch point at Compound 6) Compound 5 would be utilized as the main compound for facilities and storage between Compounds 5 and 6.
- vii. As part of the suggestion for the principles within the Co-operation Agreement it was confirmed in the meeting that a minimum notice period of 3 months would be set for design alignment meetings and a minimum notice period of 3 months for programme alignment meetings.
- viii. MD (WSP) advised that a more refined level 2 construction programme would be available from Tenderers. This is expected August/September 2021 to guide this notice period.
- ix. MD (WSP) enquired whether CP foresaw anything that could push the programme further back than September 2023 as this was a more recent update. TG stated that the AQUIND project is a risk that could push the programme. TG advised that more discussion can be held to ensure alignment before any method statements are drafted by AQUIND and that these would be reviewed by CP before approval. CT (CP) advised there are always risk that the programme could be pushed back however there are no other known risks or issues to highlight. VT (AQUIND) agreed and reiterated the cooperation principles are important to enable the works.

Commented [TC1]: WSP - Please provide a response from AQUIND on this matter. The costs of relocating compounds will be marginal compared to costs from programme delays as a result of the AQUIND works. For example, Compound 4 (south Harvester), the AQUIND programme is 12weeks in this area, which is half of the working window for us in that area. Potentially significant impacts.

MEETING NOTES

	<p>x. It was queried by NR (CP) which parties would agree the method statement. MJ (HSF) advised that the method statements would be agreed between the parties within 28 days and for the worst case scenario where there is an inability to reach an agreement it would go to an expert who would be an appropriate person such as the President of the Institute of Surveyors or Institute of Engineers. However, it is in the interest of both parties to agree the Method Statement setting out working arrangements, timings, etc.</p> <p>xi. MJ (HSF) confirmed that he will draft a Co-operation Agreement which acknowledges the principles of how to proceed with the planned works, make reference to the main area and highlight the need for Method Statements for these location.</p> <p>Actions</p> <p>Stockton Drilling to update HDD compound drawings within Kendall's Wharf <u>to show indicative location of office portacabins</u> which shall be shared via WSP with CP.</p> <p>MJ to draft a Co-operation Agreement which will include principles discussed and agreed.</p>
2	<p>AOB</p> <p>MJ (HSF) enquired which entity would enter into the corporation agreement and construction works agreement. NR (CP) advised that in relation to the corporation agreement it would be clarified. CT (CP) confirmed that in relation to the construction works agreement it would be PCC who would enter into agreement with AQUIND.</p> <p>Next meeting: to be advised.</p>



Memo from Meeting with CP on 09/02/21

TO	62100616	FROM	Cassie Fountain
DATE	09 February 2021	CONFIDENTIALITY	Internal
ATTENDEES	Terrence Gratton - Mackley Caroline Timlett – Coastal Partners Amy Conway – Coastal Partners Nicola Reid – Coastal Partners (Planning)	Kirill Glukhovsky - AQUIND Vladimir Temerko - AQUIND Elena Ivanova - AQUIND Martyn Jarvis - HSF Alan O Sullivan – Avison Young	Oliwia Wojcik – Stockton Drilling Stuart Stephens – Stockton Drilling Fiona O’Connell – Stockton Drilling Martin Devine - WSP Chidinma Agwu - WSP Cassie Fountain - WSP
SUBJECT	AQUIND: Coastal Partners – Matters to Agree		

Introduction

This Memo has been prepared to assist discussions with Coastal Partners (CP), and identify locations where there are potential overlaps with works and programmes for CP’s works as part of NPI Coastal Defence works – existing and proposed, between Kendall’s Wharf and Milton Common (southern end).

The objective of today’s meeting is to reach a point where AQUIND and Coastal Partners are happy to enter in to a Co-operation Agreement, to confirm an obligation on both parties to cooperate with each other so that the situation regarding the stage of works for each project can be considered in advance of works needing to take place, to agree a way of working so that both parties can achieve their development objectives.

The suggested Cooperation Agreement will cover an obligation to agree the principles of cooperation, and include items such as:

- Confirming the likely need to cooperate due to potential overlapping works;
- The broad principles of cooperation, noting that the principles of cooperation will be determined by both parties as part of the Agreement;
- Notification of the need to ‘share’ a working area at least 3 months in advance of any works commencing;
- Cost Agreement, to identify that AQUIND will cover the costs associated with amendments to Coastal Partners’ working arrangements during overlapping works, and that
- AQUIND will reinstate land to the condition it was in prior to AQUIND commencing the works (in accordance with DCO Requirement 22).


The Table below is provided to consider each location where there are potential overlaps with works and programmes for CP’s works as part of NPI Coastal Defence works and AQUIND’s works. The information provided below is based on the indicative programmes for both projects available at this








time. The duration of AQUIND works provided below represent the maximum duration of the works in an overlapping area. However, the nature of the AQUIND project is that works will take place in a rolling programme and move through an area at pace, so as to impact parts of the area for the duration rather than the whole of the overlapping area.


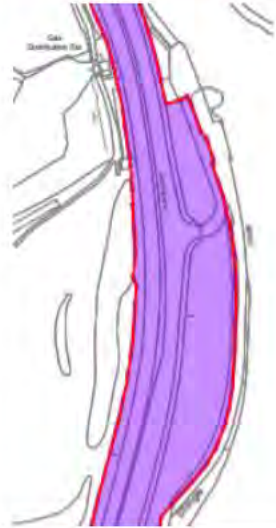
Martin opened meeting to set out overlapping areas in the Table below, and duration of working activities, and setting out the need for a Co-operation Agreement to cover the basis for both parties working together. Further detail on discussions for each location are provided below.



DRAFT


Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Discussion
<p>Kendall's Wharf Compound</p> 	<p>CP's Compound 1 Sept 2019 – Sept 2023</p>	<p>Apr 2022- Sept 2022 Apr 2023- Sept 2023</p> <p>Works: HDD3 compound for Broom Channel crossing to Farlington Playing Fields and approx. 2 weeks for cable duct installation.</p> <p>Duration of works: 26 weeks in 2022 and 26 weeks in 2023</p>	<p>Apr 2022- Sept 2022 (26 weeks)</p> <p>Apr 2023- Sept 2023 (26 weeks)</p>	<p>Share compound location by dividing up the area available for use and, if needed, discuss the potential relocation/reo rientation of facilities on site to ensure both projects can progress.</p>	<ul style="list-style-type: none"> • If required, Compound relocation subject to: <ul style="list-style-type: none"> ○ AQUIND to cover cost for relocation of work compound, and ○ relocation required due to AQUIND activities • Method statement provision prior to works commencements, subject to: <ul style="list-style-type: none"> ○ agreement by AQUIND and CP ○ alignment of AQUIND and CP works activities • Time frames of no less than 3 months to be given by AQUIND prior to works commencements subject to: <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities • Co-operation Agreement and construction works agreement to be drafted, subject to: <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities


Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Discussion
<p>Cable route south of Kendall's Wharf</p> 	<p>Relevant to CP's Compound 1 Sept 2019 – Sept 2023</p>	<p>Works: from Baffin's FC ground, Langstone Harbour Sports Ground.</p> <p>Duration of works: 12 weeks</p>	<p>12 weeks</p>	<p>No likely impact on CP works, other than shared use of CP's Compound 1 area, as discussed above.</p>	<ul style="list-style-type: none"> • If required, Compound relocation subject to: <ul style="list-style-type: none"> ○ AQUIND to cover cost for relocation of work compound, and ○ relocation required due to AQUIND activities • Method statement provision prior to works commencements, subject to: <ul style="list-style-type: none"> ○ agreement by AQUIND and CP ○ alignment of AQUIND and CP works activities • Time frames of no less than 3 months to be given by AQUIND prior to works commencements subject to: <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities • Co-operation Agreement and construction works agreement to be drafted, subject to: <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities
<p>Langstone Harbour Sports Ground car park</p> 	<p>CP's Compound 3 (mostly used for materials and plant) April 2020-Sept 2022</p>	<p>Works: cable route and joint bay</p> <p>Duration of Works: 2 weeks</p>	<p>2 weeks</p>	<p>Careful programming and organisation of works in this location, and potential request for temporary relocation/reorientation of facilities in CP Compound 3 for a</p>	<p>If required, Compound relocation subject to:</p> <ul style="list-style-type: none"> ○ AQUIND to cover cost for relocation of work compound, and ○ relocation required due to AQUIND activities <ul style="list-style-type: none"> • Method statement provision prior to works commencements, subject to: <ul style="list-style-type: none"> ○ agreement by AQUIND and CP ○ alignment of AQUIND and CP works activities • Time frames of no less than 3 months to be given by AQUIND prior to works commencements subject to: <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Discussion
				maximum of 2 weeks.	<ul style="list-style-type: none"> • Co-operation Agreement and construction works agreement to be drafted, subject to: <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and alignment of AQUIND and CP works activities
<p>Land south of Harvester (Great Salterns Mansion)</p>  	<p>CP's Compound 4 – for storage April 2021 – Sept 2023</p>	<p>Works: cable route and Joint Bay?</p> <p>Duration of works: 12 weeks</p>	12 weeks	<p>Careful programming and organisation of works in this location, and potential request for temporary relocation/reorientation of facilities in CP Compound 4 – duration dependent on AQUIND detailed design but only for works where crossing CP's access to haul road, and</p>	<p>If required, Compound relocation subject to:</p> <ul style="list-style-type: none"> ○ AQUIND to cover cost for relocation of work compound, and ○ relocation required due to AQUIND activities <p>• Method statement provision prior to works commencements, subject to:</p> <ul style="list-style-type: none"> ○ agreement by AQUIND and CP ○ alignment of AQUIND and CP works activities <p>• Time frames of no less than 3 months to be given by AQUIND prior to works commencements subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities <p>• Co-operation Agreement and construction works agreement to be drafted, subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and <p>alignment of AQUIND and CP works activities</p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Discussion
				potentially for joint bay works, if one is required in this location.	
<p>Great Salterns Quay Car Park</p>  	<p>CP's Compound 5 (main office and welfare for staff)</p> <p>April 2021 – Sept 2023</p>	<p>Works: cable route</p> <p>Duration of works: 17 weeks</p>	<p>17 weeks</p>	<p>Careful programming and organisation of works in this location, and potential request for temporary relocation/reorientation of facilities in CP</p> <p>Compound 5 duration dependent on AQUIND detailed design and for works where crossing CP's access to compound</p>	<p>If required, Compound relocation subject to:</p> <ul style="list-style-type: none"> ○ AQUIND to cover cost for relocation of work compound, and ○ relocation required due to AQUIND activities <p>• Method statement provision prior to works commencements, subject to:</p> <ul style="list-style-type: none"> ○ agreement by AQUIND and CP ○ alignment of AQUIND and CP works activities <p>• Time frames of no less than 3 months to be given by AQUIND prior to works commencements subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities <p>• Co-operation Agreement and construction works agreement to be drafted, subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and <p>alignment of AQUIND and CP works activities</p>

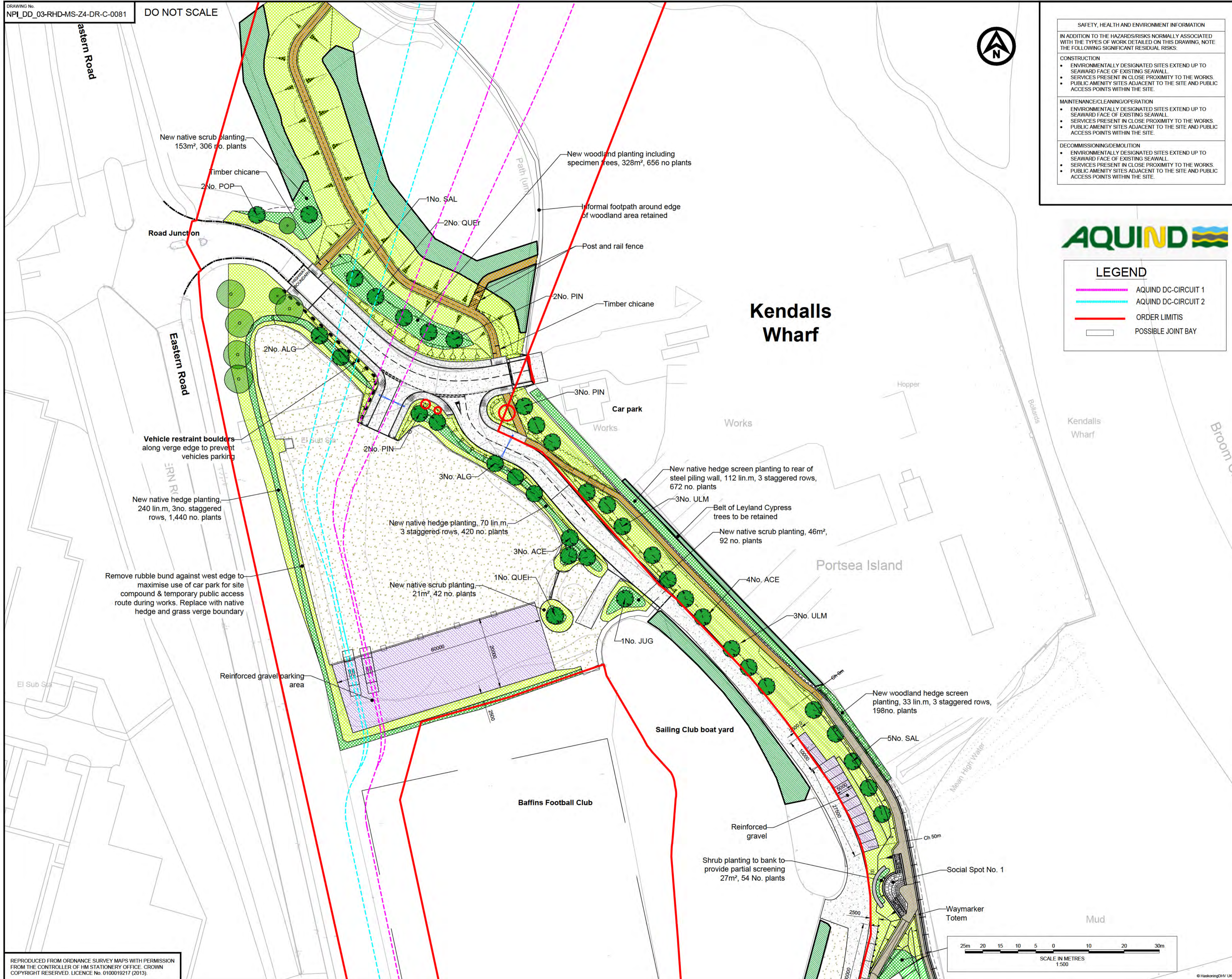
Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Discussion
<p>Land at northern end of Milton Common</p>  	<p>CP's Compound 6 (main office and welfare for staff and significant storage for equipment.)</p> <p>April 2022 – Sept 2023</p>	<p>Works: cable route and joint Bay?</p> <p>Duration of works: 11 weeks</p>	<p>11 weeks</p>	<p>Careful programming and organisation of works in this location, and potential request for temporary relocation/reo rientation of facilities in CP Compound 6 duration dependent on AQUIND detailed design and for works where crossing CP's access to compound</p>	<p>If required, Compound relocation subject to:</p> <ul style="list-style-type: none"> ○ AQUIND to cover cost for relocation of work compound, and ○ relocation required due to AQUIND activities <p>• Method statement provision prior to works commencements, subject to:</p> <ul style="list-style-type: none"> ○ agreement by AQUIND and CP ○ alignment of AQUIND and CP works activities <p>• Time frames of no less than 3 months to be given by AQUIND prior to works commencements subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and ○ alignment of AQUIND and CP works activities <p>• Co-operation Agreement and construction works agreement to be drafted, subject to:</p> <ul style="list-style-type: none"> ○ agreement between AQUIND and CP, ○ alignment of AQUIND Programme and CP programme, and <p>alignment of AQUIND and CP works activities</p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Discussion
<p>AQUIND works adjacent to existing Milton Common Coastal Defences south of CP's Compound 6 – including HDD6</p> 	<p>N/A. CP works already completed in this location.</p>	<p>Works: indicative cable route option including HDD6 under coastal defences at northern end of Milton Common, then running along eastern side of coastal defences until location</p> <p>Duration of works: 21 weeks (including 2 weeks for HDD)</p>	<p>21 weeks</p>	<p>Potential overlap of access via Compound 6 area, if required?</p>	<p>No implications for CP works in this location. However, included for completeness of covering all areas with CP structures near Milton Common.</p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	Discussion
<p>AQUIND works adjacent to existing Milton Common Coastal Defences – southern defences, east of Moorings Way and north of Uni of Portsmouth site</p> 	<p>N/A. CP works already completed in this location.</p>	<p>Works: indicative cable route. Current design anticipates that cable route will be located around rather than under existing coastal defences at southern end of Milton Common (north of UoP land east of Furze Lane).</p> <p>Duration of works: 12 weeks</p>	<p>12 weeks</p>	<p>No overlap of works or access.</p>	<p>No implications for CP works in this location. However, included for completeness of covering all areas with CP structures near Milton Common.</p>

Appendix 3: Cable Route

Project	North Portsea Island Coastal Defence Scheme
Title	Risk Report – Impacts of AQUIND project on the scheme



SAFETY, HEALTH AND ENVIRONMENT INFORMATION

IN ADDITION TO THE HAZARDS/RISKS NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DRAWING, NOTE THE FOLLOWING SIGNIFICANT RESIDUAL RISKS:

CONSTRUCTION

- ENVIRONMENTALLY DESIGNATED SITES EXTEND UP TO SEAWARD FACE OF EXISTING SEAWALL.
- SERVICES PRESENT IN CLOSE PROXIMITY TO THE WORKS.
- PUBLIC AMENITY SITES ADJACENT TO THE SITE AND PUBLIC ACCESS POINTS WITHIN THE SITE.

MAINTENANCE/CLEANING/OPERATION

- ENVIRONMENTALLY DESIGNATED SITES EXTEND UP TO SEAWARD FACE OF EXISTING SEAWALL.
- SERVICES PRESENT IN CLOSE PROXIMITY TO THE WORKS.
- PUBLIC AMENITY SITES ADJACENT TO THE SITE AND PUBLIC ACCESS POINTS WITHIN THE SITE.

DECOMMISSIONING/DEMOLITION

- ENVIRONMENTALLY DESIGNATED SITES EXTEND UP TO SEAWARD FACE OF EXISTING SEAWALL.
- SERVICES PRESENT IN CLOSE PROXIMITY TO THE WORKS.
- PUBLIC AMENITY SITES ADJACENT TO THE SITE AND PUBLIC ACCESS POINTS WITHIN THE SITE.



LEGEND

	AQUIND DC-CIRCUIT 1
	AQUIND DC-CIRCUIT 2
	ORDER LIMITS
	POSSIBLE JOINT BAY

- NOTES**
- ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
 - ALL LEVELS ARE IN METRES, RELATIVE TO ORDNANCE DATUM NEWLYN, UNLESS NOTED OTHERWISE.
 - VEHICLE BARRIERS / GATES TO BE REINSTATED ON COMPLETION UNLESS OTHERWISE STATED.
 - LOCATIONS OF NEW TREES / VEGETATION INDICATIVE AND IS TO BE CONFIRMED ON SITE TO AVOID EXISTING FEATURES AND NEW WORKS.
 - JAPANESE KNOTWEED TO BE REMOVED BY OTHERS PRIOR TO THE WORKS.
 - LENGTHS, AREAS AND NUMBER OF PLANTS ARE APPROXIMATE.

KEY

	Existing vegetation retained & protected during works
	Existing grass areas to be retained
	New grass lawn areas
	New wildflower grass seeded banks
	New native scrub/shrub vegetation
	New gravel paths
	Gravel car parking or boat yards
	Tarmac road/path surface
	Reinforced gravel
	Concrete Slabs
	New low stone seating walls
	New fencing
	New traffic boulders
	New knee rail
	Existing trees to be retained
	New specimen trees
	New Stone / hardwood timber posts for controlling vehicles
	New picnic table
	New timber/metal seat

TENDER

REV	DATE	DESCRIPTION	BY	CHK	APP
T02	01.03.2019	FOR CLIENT REVIEW	AIK	CT	APL
T01	17.08.2018	FOR CLIENT REVIEW	AIK	CT	APL

CLIENT

EASTERN SOLENT COASTAL PARTNERSHIP

Portsmouth CITY COUNCIL Environment Agency

PROJECT

NORTH PORTSEA ISLAND COASTAL FLOOD AND EROSION RISK MANAGEMENT SCHEME (EASTERN ROAD AND KENDALLS WHARF)

TITLE

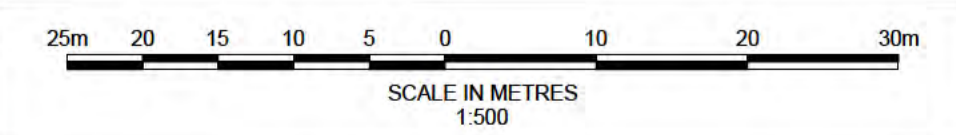
LANDSCAPE PLAN SHEET 1 OF 8

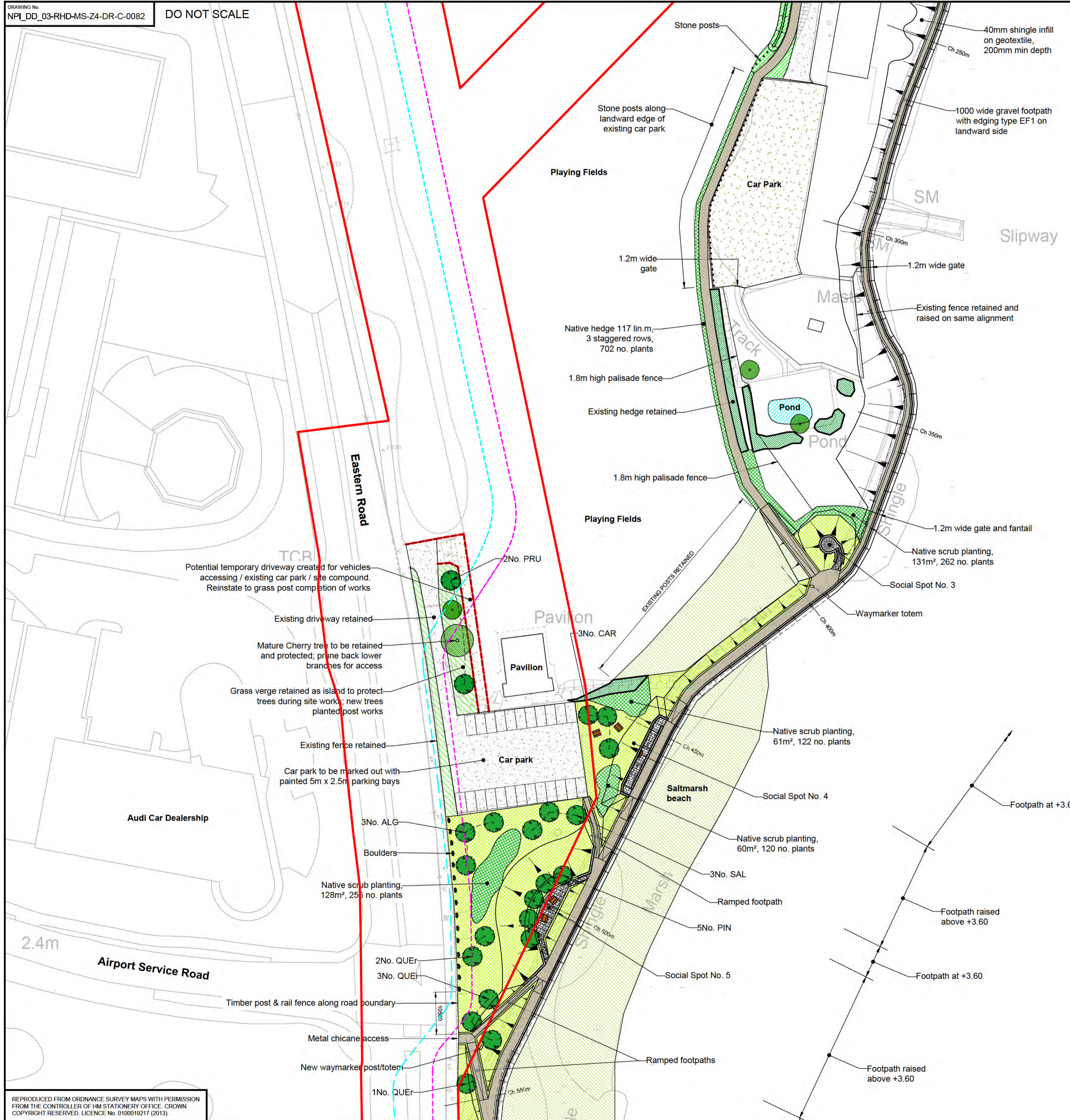
Burne House, Harlands Road, Haywards Heath, RH16 1PG
Tel: +44(0)1444 495551
Email: info@rhdhv.com
www.royalhaskoningdhv.com

Royal HaskoningDHV

AQUIND

DRAWING No: NPI_DD_03-RHD-MS-Z4-DR-C-0081
DATE: 01/03/2019
SCALE: 1:500
T02





SAFETY, HEALTH AND ENVIRONMENT INFORMATION

IN ADDITION TO THE HAZARDS/RISKS NORMALLY ASSOCIATED WITH THE TYPES OF WORK DETAILED ON THIS DRAWING, NOTE THE FOLLOWING SIGNIFICANT RESIDUAL RISKS:

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LEGEND

	AQUIND DC-CIRCUIT 1
	AQUIND DC-CIRCUIT 2
	ORDER LIMITS
	POSSIBLE JOINT BAY

Langstone Harbour

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TENDER

REV	DATE	DESCRIPTION	BY	CHK	APP
T02	15.02.2018	FOR CLIENT REVIEW	AIK	CT	APL
T01	21.08.2018	FOR CLIENT REVIEW	AIK	CT	APL

CLIENT

EASTERN SOLENT COASTAL PARTNERSHIP

Portsmouth CITY COUNCIL Environment Agency

PROJECT

NORTH PORTSEA ISLAND COASTAL FLOOD AND EROSION RISK MANAGEMENT SCHEME (EASTERN ROAD AND KENDALLS WHARF)

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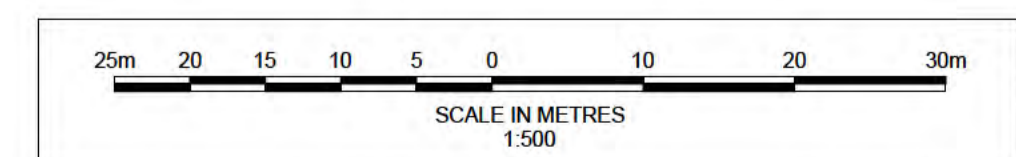
LANDSCAPE PLAN SHEET 2 OF 8

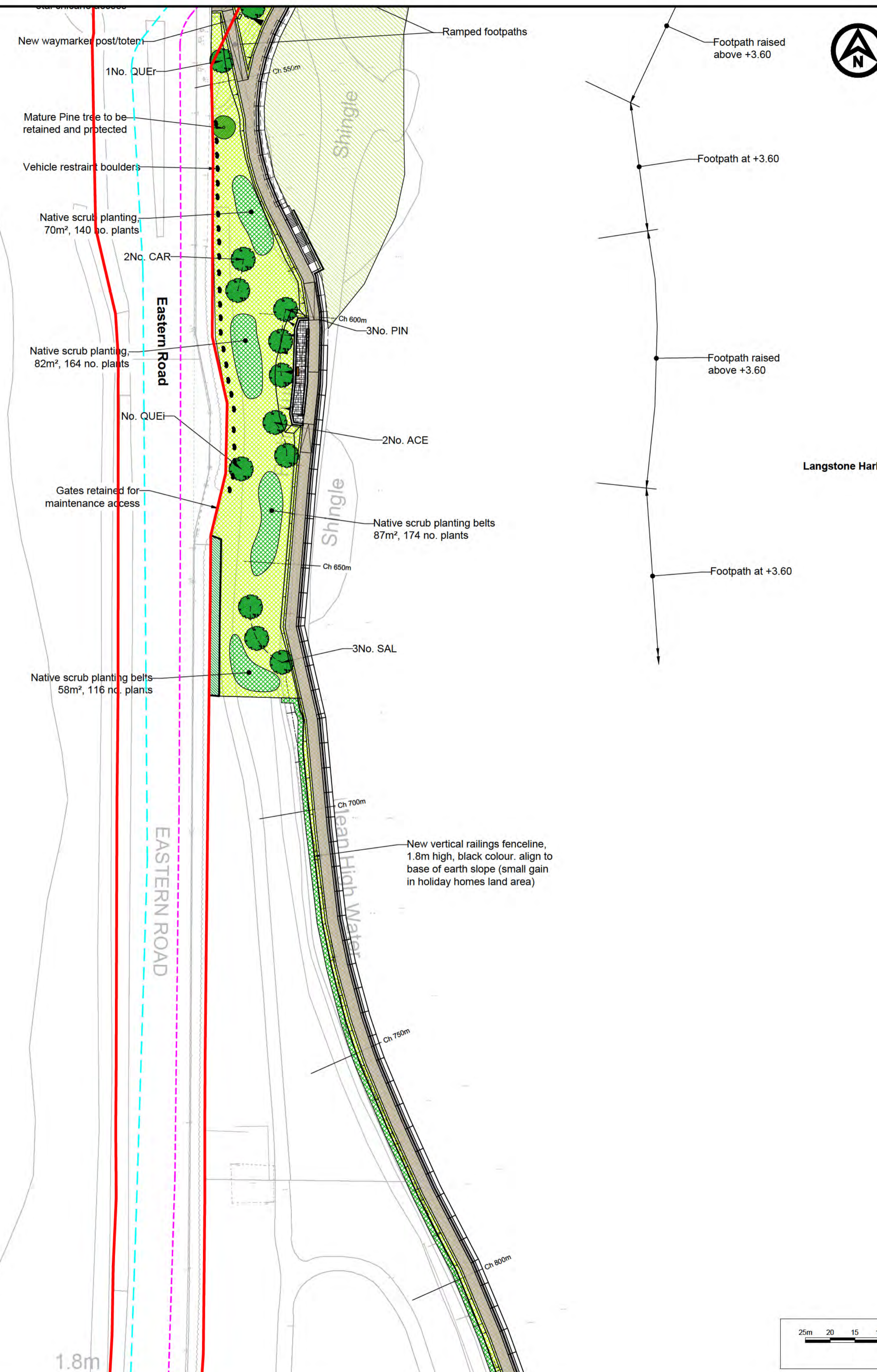
Royal HaskoningDHV

Burne House, Harlands Road, Haywards Heath, RH16 1PG
Tel: +44(0)1444 458551
Email: info@rhdhv.com
www.royalhaskoningdhv.com

AQUIND

DRAWING No: NPI_DD_03-RHD-MS-Z4-DR-C-0082 (SUITABILITY) REVISION: T02





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CLIENT

PROJECT

NORTH PORTSEA ISLAND
COASTAL FLOOD AND EROSION
RISK MANAGEMENT SCHEME
(EASTERN ROAD AND
KENDALLS WHARF)

TITLE

LANDSCAPE PLAN
SHEET 3 OF 8

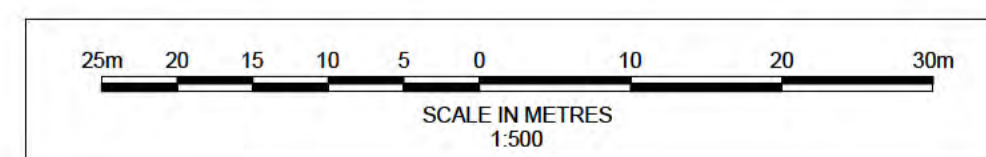
Royal HaskoningDHV

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www.royalhaskoningdhv.com

AQUIND

DRAWING No. NPI_DD_03-RHD-MS-Z4-DR-C-0083

DATE	REVISION
S4	T02



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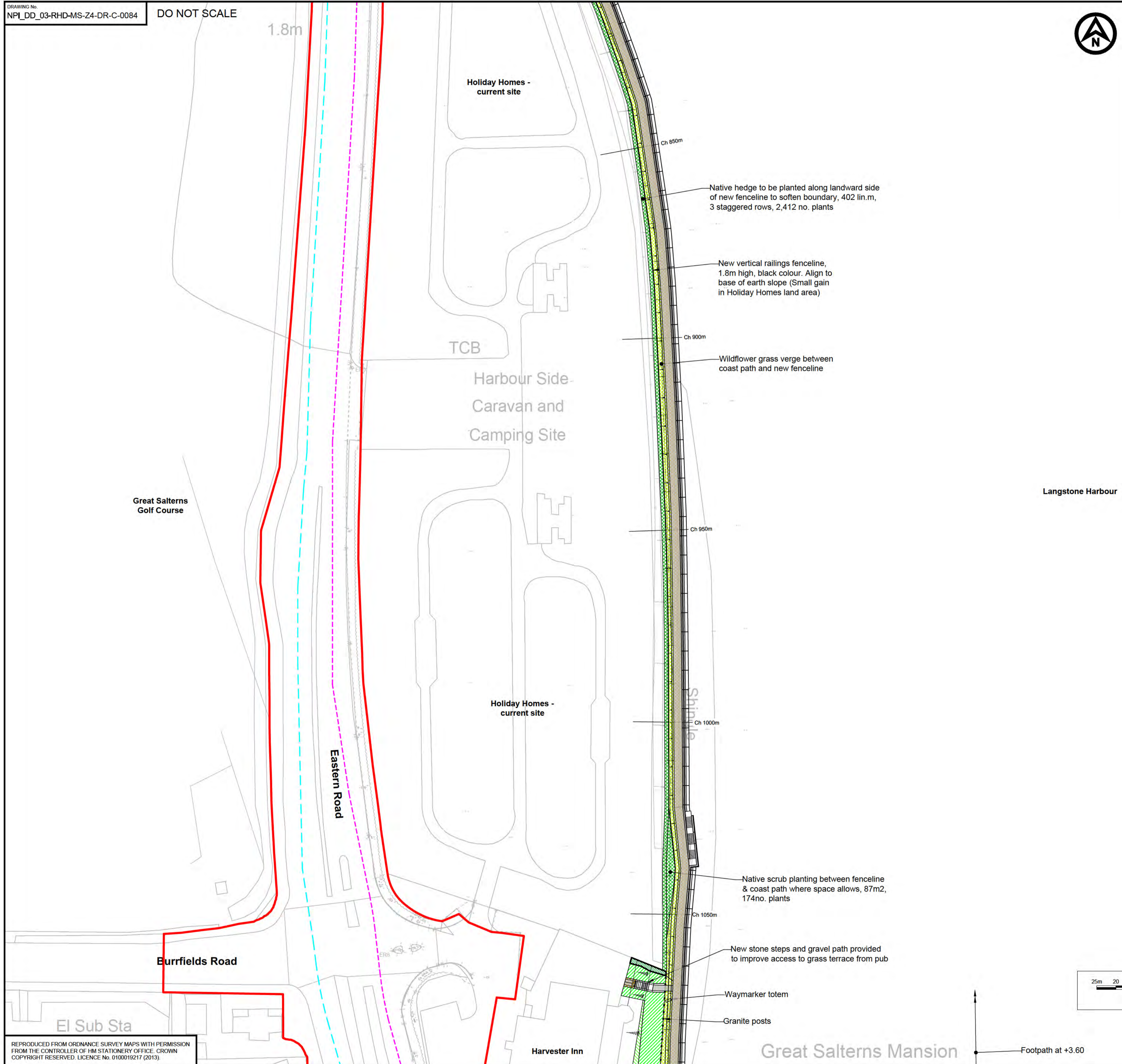
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 - AQUIND DC-CIRCUIT 2
 - ORDER LIMITS
 - POSSIBLE JOINT BAY



Langstone Harbour

TENDER

T02	01.03.2019	FOR CLIENT REVIEW	AIK	CT	APL
T01	23.08.2018	FOR CLIENT REVIEW	AIK	CT	APL
REV	DATE	DESCRIPTION	BY	CHK	APP

CLIENT

EASTERN SOLENT COASTAL PARTNERSHIP

Portsmouth CITY COUNCIL Environment Agency

PROJECT

NORTH PORTSEA ISLAND COASTAL FLOOD AND EROSION RISK MANAGEMENT SCHEME (EASTERN ROAD AND KENDALLS WHARF)

TITLE

LANDSCAPE PLAN SHEET 4 OF 8

Royal HaskoningDHV

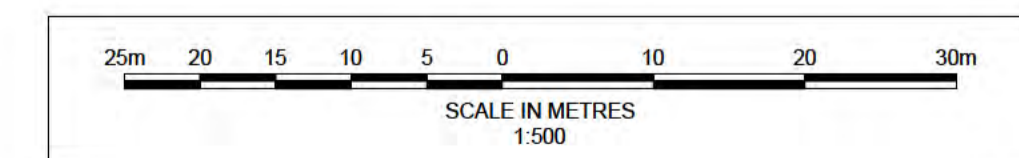
Burne House, Harlands Road, Haywards Heath, RH16 1PG
Tel: +44(0)1444 495551
Email: info@rhdhv.com
www.royalhaskoningdhv.com

AQUIND

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REVISION

S4 T02





SAFETY, HEALTH AND ENVIRONMENT INFORMATION

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REV	DATE	DESCRIPTION	BY	CHK	APP
T02	15.02.2019	FOR CLIENT REVIEW	AK	CT	APL
T01	24.08.2018	FOR CLIENT REVIEW	AK	CT	APL

REVISIONS

CLIENT

PROJECT

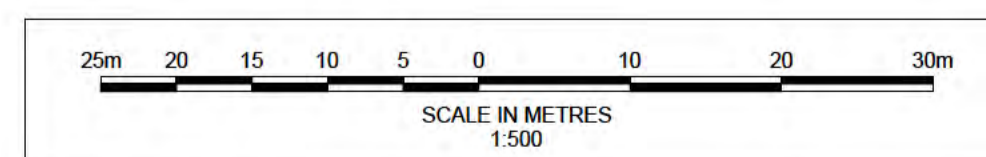
**NORTH PORTSEA ISLAND
COASTAL FLOOD AND EROSION
RISK MANAGEMENT SCHEME
(EASTERN ROAD AND
KENDALLS WHARF)**

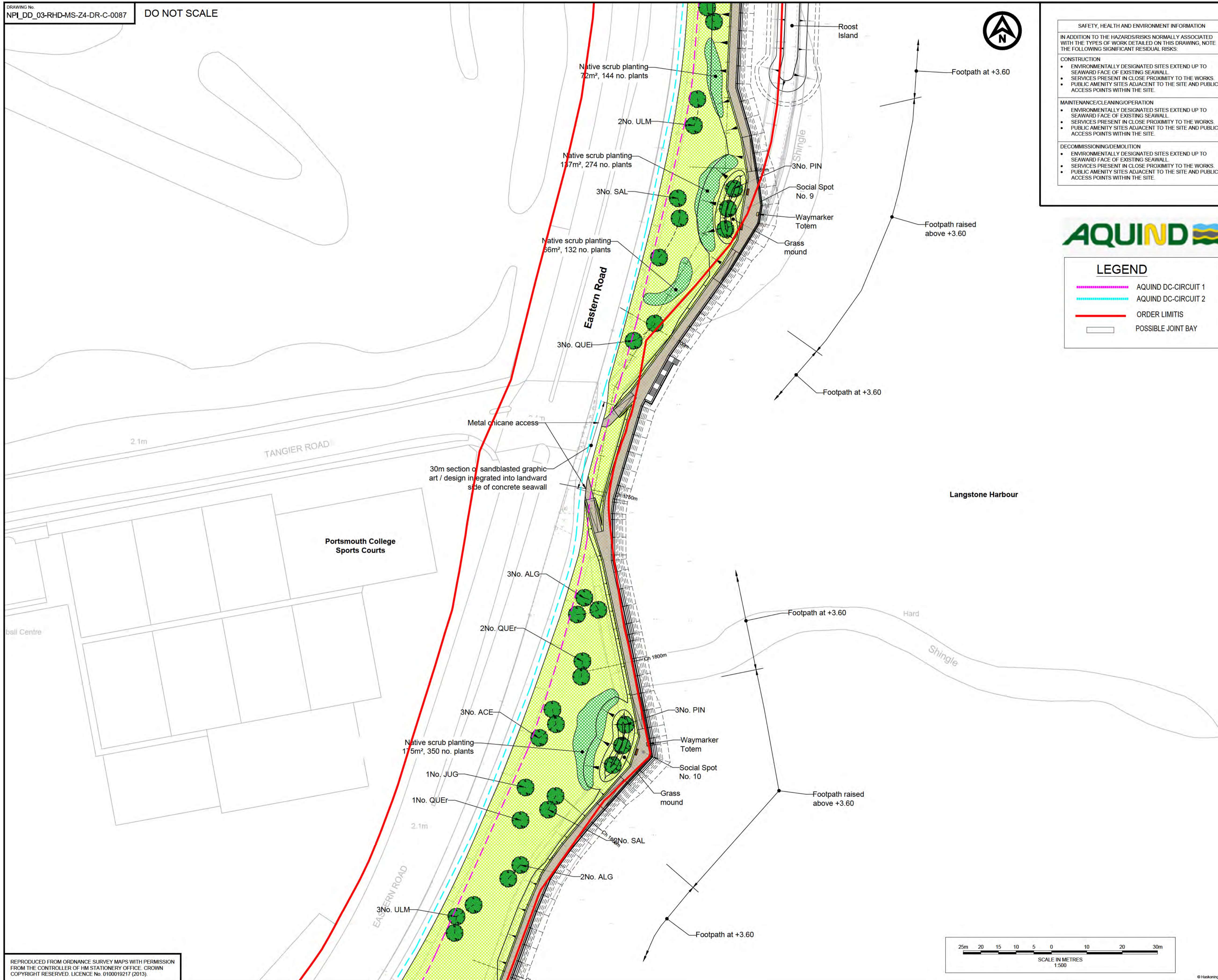
TITLE

**LANDSCAPE PLAN
SHEET 5 OF 8**

Burne House, Harlands Road
Haywards Heath, RH16 1PG
Tel: +44(0)1444 495551
Email: info@rhdhv.com
www.royalhaskoningdhv.com

DRAWN: A
DATE: A
DRAWING No: NPI_DD_03-RHD-MS-Z4-DR-C-0085
SUBMIT: 1
REVISION: 1
DATE: 15/02/2019





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AQUIND

LEGEND

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EASTERN SOLENT COASTAL PARTNERSHIP

Portsmouth CITY COUNCIL Environment Agency

PROJECT

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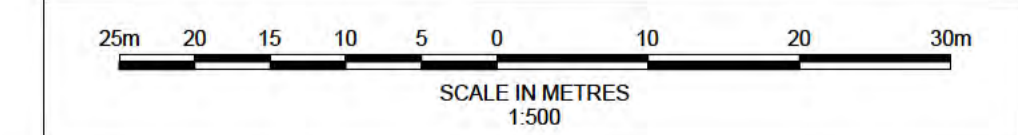
LANDSCAPE PLAN SHEET 7 OF 8

Royal HaskoningDHV

AQUIND

DRAWING No. NPI_DD_03-RHD-MS-Z4-DR-C-0087

REVISION T02



Portsmouth College

Eastern Road

Milton Common

3No. ULM

Ch 1900m

Ch 1850m

Ch 2000m

Ch 2050m

Ch 2100m

Ch 2150m

3No. QUeR

3No. QUeI

1No. POP

3No. TIL

1No. POP

Native scrub planting,
151m², 302 no. plants

Grass mound
with trees

3No. PIN

Social Spot
No. 11

Waymarker
Totem

Handrail on top of
wall (top rail 1100
above adjacent
footpath level)

Footpath at +3.60

Footpath at +3.60

Footpath raised
above +3.60



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Langstone Harbour LEGEND

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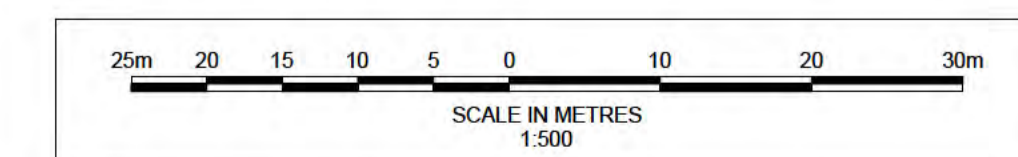
REVISIONS

CLIENT



PROJECT
NORTH PORTSEA ISLAND
COASTAL FLOOD AND EROSION
RISK MANAGEMENT SCHEME
(EASTERN ROAD AND
KENDALLS WHARF)

TITLE
LANDSCAPE PLAN
SHEET 8 OF 8



Appendix 4: Planning Decision Notice and Marine Licence

Project	North Portsea Island Coastal Defence Scheme
Title	Risk Report – Impacts of AQUIND project on the scheme

TOWN AND COUNTRY PLANNING ACTS



Reference No: 19/01368/FUL

Portsmouth City Council
ESCP Floor 1, Core 2
Portsmouth City Council
Civic Offices
Portsmouth
PO12BG

On behalf of: Portsmouth City Council Eastern Solent Coastal Partnership for PCC

LOCATION:

North Portsea Island Phase 4B Coastline Between Milton Common And Kendalls Wharf
Eastern Road Portsmouth

DESCRIPTION OF DEVELOPMENT:

Flood and coastal erosion management scheme comprising a combination of encasing sections of the existing sea wall with enhanced stepped revetment, construction of a new vertical sea wall with stepped revetment, improvements to 2no. existing slipways, removal of 1no. existing slipway, reconstruction and raising of the existing coastal footpath, provision of additional seating and viewing areas, creation of an offshore bird island, and all associated works, compounds, removal of trees and landscaping. The proposal constitutes EIA development.

In pursuance of powers under the above mentioned Acts the City Council, as Local Planning Authority, **GRANT PLANNING PERMISSION** for the development indicated above in accordance with the application, drawings and other particulars valid on 6 September 2019 **and subject also to compliance with the following conditions:-**

1) The development hereby permitted shall be begun before the expiration of 3 years from the date of this planning permission.

2) Unless otherwise agreed in writing with the Local Planning Authority, the permission hereby granted shall be carried out in accordance with the following approved drawings - Drawing numbers: Location Plan Chainage Plan - 0005Rev.T02 General Arrangement 1 - 0011Rev.T02 General Arrangement 2 - 0012Rev.T02 General Arrangement 3 - 0013Rev.T02 General Arrangement 4 - 0014Rev.T02 General Arrangement 5 - 0015Rev.T02 General Arrangement 6 - 0016Rev.T02 General Arrangement 7 - 0017Rev.T02 General Arrangement 8 - 0018Rev.T02 Cross sections 1 - 0071Rev.T02 Cross sections 2 - 0072Rev.T02 Cross sections 3 - 0073Rev.T02 Cross sections 4 - 0074Rev.T02 Cross sections 5 - 0075Rev.T02 Cross sections 6 - 0076Rev.T02 Cross sections 7 - 0077Rev.T02 Access & compound plan 1 - 0002Rev.T01 Access & compound plan 2 - 0003Rev.T02 Site boundary plan 1 - 0021Rev.T02 Site boundary plan 2- 0022Rev.T02 Site boundary plan 3 - 0023Rev.T02 Site boundary plan 4 - 0024Rev.T02 Site boundary plan 5 - 0025Rev.T02 Site boundary plan 6 - 0026Rev.T02

THIS IS AN IMPORTANT LEGAL DOCUMENT - READ ATTACHED NOTES CAREFULLY

Site boundary plan 7 - 0027Rev.T02 Site boundary plan 8 - 0028Rev.T02 Site clearance plan 1 - 0031Rev.T02 Site clearance plan 2- 0032Rev.T02 Site clearance plan 3 - 0033Rev.T02 Site clearance plan 4 - 0034Rev.T02 Site clearance plan 5 - 0035Rev.T02 Site clearance plan 6 - 0036Rev.T02 Site clearance plan 7 - 0037Rev.T02 Site clearance plan 8 - 0037Rev.T02 Sea wall typical section - 0101Rev.T02 Sea wall encasement types 1-4 - 0102.Rev.T02 Sea wall encasement types 5-6 - 0103.RevT02 Sea wall details misc. - 0104Rev.T02 Tie-in details - North - 0105Rev.T02 Tie-in details - sea wall encasement - 0122Rev.T02 Tie-in details - Great Salterns Quay - 0128Rev.T02 Tie-in details - South - 0134Rev.T02 Tudor Sailing Club - Slipway plan - 0107Rev.T02 Tudor Sailing Club - slipway sections - 0108Rev.T02 Activity Centre - slipway plan - 0109Rev.T02 Activity Centre - slipway sections - 0110Rev.T02 Outfall details - 0116Rev.T02 Seawall encasement egress steps - 0124Rev.T02 Seawall encasement egress steps - 0125Rev.T02 Seawall encasement egress steps - 0126Rev.T02 Seawall encasement egress steps - 0127Rev.T02 Seawall encasement egress steps - 0130Rev.T02 Seawall encasement egress steps - 0131Rev.T02 Seawall encasement egress steps - 0132Rev.T02 Seawall encasement egress steps - 0133Rev.T02 Social spot 01 - Plan - 0145.Rev.T02 Social spot 01 - Sections - 0146Rev.T02 Social spot 02 - Plans - 0150Rev.T02 Social spot 02 - Sections - 0151Rev.T02 Social spot 03 - Plan - 0155Rev.T02 Social Spot 03 - Sections - 0156Rev.T02 Social spot 04 - Plan - 0160Rev.T02 Social spot 04 - Sections - 0161Rev.T02 Social spot 05 - Plan - 0165Rev.T02 Social spot 05 - Sections - 0166Rev.T02 Social spot 06 - Plan - 0170Rev.T02 Social spot 06 - Sections - 0171Rev.T02 Social spot 07 - Plan - 0175Rev.T02 Social spot 07 - Sections - 0176Rev.T02 Social spot 08 - Plan - 0180Rev.T02 Social spot 08 - Sections - 0181Rev.T02 Social spot 09 - Plan - 0185Rev.T02 Social spot 09 - Sections - 0186Rev.T02 Social spot 10 - Plan - 0190Rev.T02 Social spot 10 - Sections - 0191Rev.T02 Social spot 11 - Plan - 0195Rev.T02 Social spot 11 - Sections - 0196Rev.T02 Access Road - Drainage - 0132Rev.T02 Misc. landward details - 0140Rev.T02 Access road details - 0141Rev.T02 Timber cladding detail - 0142Rev.T02 Concrete kerb details - SD/1100/03 Typical pedestrian crossing - SD/1100/05 AWSC Sports Field - footpath realignment Dec 2019 (002) - 628060-LA-6000 Landscape plan 1 - 0081Rev.T02 Landscape plan 2 - 0082Rev.T02 Landscape plan 3 - 0083Rev.T02 Landscape plan 4 - 0084Rev.T02 Landscape plan 5 - 0085Rev.T02 Landscape plan 6 - 0086Rev.T02 Landscape plan 7 - 0087Rev.T02 Landscape plan 8 - 0088Rev.T02 Existing seawall/apron details 1 - 0006Rev.T02 Existing seawall/apron details 2 - 0007Rev.T02 Existing seawall/apron details 3 - 0008Rev.T02 Services plan 1 - 0041Rev.T02 Services plan 2 - 0042Rev.T02 Services plan 3 - 0043Rev.T02 Services plan 4 - 0044Rev.T02 Services plan 5 - 0045Rev.T02 Services plan 6 - 0046Rev.T02 Services plan 7 - 0047Rev.T02 Services plan 8 - 0048Rev.T02 ASWC Tower plan - 628060-LA-5420

3)i) No works shall take place in each approved phase of the site until a Method Statement detailing a scheme for monitoring and assessing the soil for contamination as relevant to that phase, shall have been submitted to and approved by the local planning authority in writing. The Method Statement should detail where the soils will be stored, tested, and transferred, and the approach used when soils excavated do not meet re-use criteria. The development shall be carried out fully in accordance with the approved Method Statement, unless any variation shall have been submitted to and approved in

writing by the local planning authority. ii) In the event that any signs of pollution (visual, olfactory or textural), odour, oily, ashy, odorous or fibrous materials, staining or unusual colouration of the soil, asbestos fragments or fibres, inclusions of putrescible materials, plastics, drums or other materials having been used in the construction of the built structure or remains of a past industrial use, are found in the soil at any time when carrying out the approved development it must be reported in writing within 14 days to the local planning authority (LPA) and if the LPA considers it necessary an environmental consultant assess the site in accordance with BS10175:2011+A2:2017 'Investigation of Potentially Contaminated Sites Code of Practice'. Where remediation is deemed necessary a Remediation Scheme must be submitted to and approved by the LPA in writing and then fully implemented in accordance with the approved details. iii) On completion of development (or works in each approved phase), a report shall be submitted to and approved by the local planning authority in writing to evidence either (i) that there were no indications of pollution during works or (ii) verification records from the monitoring agreed by condition 4(i) and summarise any remedial works undertaken in accordance with condition 4(ii); and unless otherwise agreed in writing by the local planning authority, such verification shall comprise: (a) as built drawings of the implemented scheme; (b) photographs of the remediation works in progress; and (c) certificates demonstrating that imported and/or material left in situ is free from contamination. Thereafter the scheme shall be monitored and maintained fully in accordance with the approved report.

4) A silt curtain shall be installed prior to the commencement of any work on the intertidal foreshore, to fully contain the working area. The silt curtain shall be maintained for the duration of all construction works on the foreshore, and any failures in the silt curtain shall be repaired as soon as feasible.

5) The intertidal works area shall be restricted to a maximum of 20 metres seawards of the existing defences and a maximum of 10 metres at the sensitive saltmarsh area (adjacent to the Airport Service Road junction) and shall be marked by the silt curtain to limit the extent of foreshore disturbance. Temporary haul routes on the foreshore shall be designed and constructed to be removable (eg geotextile and aggregate core) to ensure the least possible damage to the foreshore. All haul routes on the foreshore shall be removed by 30th September and shall not reinstated until 1st April in each year.

6) No development shall take place at the site until a method statement detailing how the intertidal habitat disturbed during the construction works will be reinstated over the toe/stepped apron of the new defences shall be submitted to, and agreed in writing by, the Local Planning Authority. The method statement must demonstrate how the sediment layers will be replaced to match as closely as possible the order of the layers and topography prior to the works. The development must then fully accord with the approved method statement.

7) Piling and excavation of the foreshore shall only be undertaken in the dry (when the surface of substrate is above the current tide level).

8)(a) No development shall take place at the site until a Biodiversity Mitigation and Enhancement Plan (BMEP) shall have been submitted to and approved in writing by the

Local Planning Authority. The strategy shall be in line with the measures set out within the submitted Environmental Statement and include clear demonstration of biodiversity habitat net gain through the use of an approved suitable biodiversity metric calculation and details of the proposed methods for saltmarsh habitat restoration on the foreshore adjacent to the Airport Service Road junction once the new sea defences have been constructed; (b) The measures in any approved BMEP shall be fully implemented and a verification report shall be submitted to and approved in writing by the local planning authority that the approved BMEP measures shall have been carried fully in accordance with the approved scheme; and (c) the approved BMEP measures shall thereafter be retained.

9) The final scheme for the proposed high tide wader roost island shall be submitted to and approved in writing by the local planning authority prior to any works commencing in relation to the island; this scheme shall include a post-construction monitoring plan, with appropriate survey methods to assess any changes in water flows and scour/accretion patterns associated with the island as well as ornithological surveys to monitor the use of the roost island by birds. The high tide wader roost island shall be undertaken fully in accordance with the approved scheme as an integral part of the Phase 4B sea defence works.

10) No construction works (with the exception of soft landscaping / planting) shall be carried out between 1st October and 31st March inclusive. Site compound areas 1, 3, 4 and 5 shall be mobilised no earlier than the 15th March in each year. Site compound area 2 shall be mobilised no earlier than 1st April in each year.

11) Prior to any works or preparation of land commencing in relation to Compound 6 (to be sited on P23R core habitat), a detailed management plan, which includes appropriate mitigation measures and the interpretation for the offsetting sites, shall be submitted to and approved by the Local Planning Authority. The measures shall include: (i) details of the timing within which Compound 6 will operate (ii) detailed methods for habitat reinstatement including the turf composition and management measures (iii) a plan showing the extent of Compound 6 and the extent of habitat reinstatement; and, (iv) the party(s) responsible for these measures. The compound and reinstatement shall be fully undertaken in accordance with such approved management plan.

12) Installation of piles shall be undertaken using vibro piling techniques as standard. Percussive piling shall only be used when necessary to achieve the required design depth. If percussive piling is required, a soft start procedure shall be implemented for a minimum of 20 minutes; should the percussive piling cease for a period greater than 10 minutes, then the soft start procedure must be repeated.

13)(a) Notwithstanding the information already submitted, no works pursuant to this permission shall commence until a Construction Environmental Management Plan (CEMP) has first been submitted to and approved in writing by the Local Planning Authority. The CEMP shall include the construction mitigation measure set out within the submitted Environmental Statement and the following: o Storage of construction materials/chemicals and equipment; o Dust suppression; o Chemical and/or fuel run-off from construction into nearby waterbodies; o Waste disposal; o

Noise/visual/vibrational impacts; o Drainage strategy, as necessary during the construction works; o Measures to minimise INNS introduction / spread; and, o Details of the management of flood risk during construction Detailed piling methodology with either mitigation (or justification if not required) regarding potential contamination of groundwater. (b) The approved plan shall be fully implemented and maintained until the development is completed.

14)(a) No works pursuant to this permission shall commence until a Construction Traffic Management Plan (CTMP) has been submitted to and approved in writing by the Local Planning Authority. The CTMP shall include: o construction vehicle routing, o the provision of loading / offloading areas, o wheel wash facilities, o site office and contractors parking area, and o provision for temporary reopening of public footpaths outside of construction hours; and, (b) The approved plan shall be implemented and maintained until the development is complete.

15) All planting, seeding or turfing comprised in the approved details of landscaping shown on AWSC Sports Field - footpath realignment Dec 2019 (002) - 628060-LA-6000 and Landscape Plans 1-8 (inclusive) references 0081Rev.T02, 0082Rev.T02, 0083Rev.T02, 0084Rev.T02, 0085Rev.T02, 0086Rev.T02, 0087Rev.T02 & 0088Rev.T02 and agreed planting schedule (included in Appendix U of the ES) shall be carried out no later than the first planting and seeding season following the completion of the development; and any trees or plants which, within a period of 5 years from the date of planting die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.

16) No development shall take place within each scheme frontage until a detailed drainage scheme has been submitted to and approved in writing by the Local Planning Authority of: (a) the layout of all existing sewer and drainage infrastructure at the site; (b) the proposed means of foul and surface water sewerage disposal; and, (c) measures to be undertaken to protect any existing public sewer and other drainage infrastructure; and the approved measures to protect existing public sewer/drainage infrastructure drainage and the approved drainage scheme shall be implemented in full.

17) The development must be undertaken fully in accordance with the approved Archaeological Management Strategy.

18) Prior to the commencement of demolition or construction works at Sub Frontage 3, a noise mitigation scheme shall be submitted to and approved in writing by the local planning authority to ensure that the following noise levels are not breached 1 metre from the façade of any occupied dwelling: Day (07:00-19:00) - LAeq(12 hour) 65 dB Evenings (19:00-23:00) - LAeq(4 hours) 55 dB Saturdays (07:00-13:00 - LAeq(6 hours) 65 dB Saturdays (13:00-23:00) - LAeq(10 hours) 55 dB Sundays (07:00-23:00) - LAeq(16 hours) 55 dB Nights (23:00-07:00) - LAeq(8 hour) 50 dB No work, processes or other activities shall take place on Bank Holidays or any other Public Holidays.

19) Should the proposed development affect the cricket outfield and/or the football pitch (including the run-off areas), the affected area(s) shall be restored in accordance with a scheme to be submitted and approved in writing by the local planning authority, and

made available for use within 6 months of practical completion of the completed works in the affected area(s).

20) No works shall take place within each sub-frontage until details have been submitted to and approved in writing by the local planning authority (either for the site as a whole or for each sub-frontage) of: (a) all external materials/finishes to be used for the sea defence structures including floorscape (to the coastal path and car park) and the design, extent and construction methods of the proposed glazed panels; and (b) any street furniture and treatments to the 'social spots' proposed to be installed; and the development shall be carried out fully in accordance with the approved materials under (a) and any other approved details under (b).

21) Prior to installation of the proposed public art the details shall be submitted to and approved in writing by the local planning authority; and such approved public art shall be fully implemented as an integral part of the sea defence works before completion of the development.

The reasons for the conditions are:-

- 1) To comply with Section 91 of the Town and Country Planning Act 1990.
- 2) To ensure the development is implemented in accordance with the permission granted.
- 3) To minimise adverse environmental impacts on designated habitats sites and to ensure the site is free from prescribed contaminants, to accord with policies PCS13 and PCS23 of the Portsmouth Plan (2012), saved policy DC21 of the Portsmouth City Local Plan 2001-2011 and the aims and objectives of the NPPF (2019).
- 4) To protect the nature conservation interests of the site and adjoining aquatic environment and minimise any significant effect on the special feature interests of Portsmouth & Chichester and Langstone Harbour's Special Protection Areas (SPAs), Langstone Harbour Sites of Special Scientific Interest (SSSI), Solent Maritime Special Areas of Conservation (SAC), Wetland of International Importance under Ramsar Convention (Ramsar Site), in accordance with policies PCS13 and PCS23 of the Portsmouth Plan (2012) and the aims and the objectives of the NPPF (2019).
- 5) To protect the nature conservation interests of the site and adjoining aquatic environment and minimise any significant effect on the special feature interests of Chichester and Langstone Harbours Special Protection Areas (SPAs), Langstone Harbour Site of Special Scientific Interest (SSSI), Solent Maritime Special Area of Conservation (SAC), Wetland of International Importance under Ramsar Convention (Ramsar Site), in accordance with policies PCS13 and PCS23 of the Portsmouth Plan (2012) and the aims and the objectives of the NPPF (2019).
- 6) To protect the nature conservation interests of the site and adjoining aquatic environment and minimise any significant effect on the special feature interests of Chichester and Langstone Harbours Special Protection Areas (SPAs), Langstone

Harbour Site of Special Scientific Interest (SSSI), Solent Maritime Special Area of Conservation (SAC), Wetland of International Importance under Ramsar Convention (Ramsar Site), in accordance with policies PCS13 and PCS23 of the Portsmouth Plan (2012) and the aims and the objectives of the NPPF (2019).

7) To protect the nature conservation interests of the site and adjoining aquatic environment and minimise any significant effect on the special feature interests of Chichester and Langstone Harbours Special Protection Areas (SPAs), Langstone Harbour Site of Special Scientific Interest (SSSI), Solent Maritime Special Area of Conservation (SAC), Wetland of International Importance under Ramsar Convention (Ramsar Site), in accordance with policies PCS13 and PCS23 of the Portsmouth Plan (2012) and the aims and the objectives of the NPPF (2019).

8) To maintain, protect and produce a net gain in biodiversity and minimise adverse environmental impacts on the Chichester & Langstone Harbour's Special Protection Areas (SPAs), Langstone Harbour Sites of Special Scientific Interest (SSSI), Solent Maritime Special Areas of Conservation (SAC) and Wetland of International Importance under Ramsar Convention (Ramsar Site). In addition, to secure a high quality setting for the development in the interests of the visual amenity of the area in accordance with policies PCS13 and PCS23 of the Portsmouth Plan (2012), the aims and objectives of the NPPF (2019) and the Natural Environment and Rural Communities Act 2006.

9) To maintain, protect and produce a net gain in biodiversity and minimise adverse environmental impacts on the Chichester & Langstone Harbour's Special Protection Areas (SPAs), Langstone Harbour Sites of Special Scientific Interest (SSSI), Solent Maritime Special Areas of Conservation (SAC) and Wetland of International Importance under Ramsar Convention (Ramsar Site). In addition, to secure a high quality setting for the development in the interests of the visual amenity of the area in accordance with policies PCS13 and PCS23 of the Portsmouth Plan (2012), the aims and objectives of the NPPF (2019) and the Natural Environment and Rural Communities Act 2006.

10) To protect overwintering birds from noise/general disturbance and minimise any significant effect on the special feature interests of Chichester Portsmouth & Langstone Harbour's Special Protection Areas (SPAs), Langstone Harbour Sites of Special Scientific Interest (SSSI), Solent Maritime Special Areas of Conservation (SAC), Wetland of International Importance under Ramsar Convention (Ramsar Site) and supporting high tide sites, in accordance with policies PCS13 and PCS23 of the Portsmouth Plan (2012) and the aims and the objectives of the NPPF (2019).

11) To protect P23R and ensure its function is maintained for wintering birds as far as possible, in accordance with the Conservation of Habitats and Species Regulations 2017 and Policy PCS13 of the Portsmouth Plan (2012).

12) To protect the nature conservation interests of the site and minimise any significant effect on the special feature interests of Chichester & Langstone Harbour's Special Protection Areas (SPAs), Langstone Harbour Sites of Special Scientific Interest (SSSI), Solent Maritime Special Areas of Conservation (SAC), Wetland of International Importance under Ramsar Convention (Ramsar Site), in accordance with policies PCS13

and PCS23 of the Portsmouth Plan (2012) and the aims and the objectives of the NPPF (2019).

13) To protect the nature conservation interests of the site and minimise any significant effect on the special feature interests of Chichester Portsmouth & Langstone Harbour's Special Protection Areas (SPAs), Langstone Harbour Sites of Special Scientific Interest (SSSI), Solent Maritime Special Areas of Conservation (SAC), Wetland of International Importance under Ramsar Convention (Ramsar Site), and to protect and minimise any significant effects to the amenity of local residents, in accordance with policies PCS13 and PCS23 of the Portsmouth Plan (2012) and the aims and the objectives of the NPPF (2019).

14) To minimise the potential for conflict with or hazard to existing users of the surrounding highway network, in accordance with Policy PCS17 of the Portsmouth Plan (2012) and the aims and objectives of the NPPF (2019).

15) To conserve and enhance biodiversity and minimise adverse environmental impacts on the Chichester & Langstone Harbour's Special Protection Areas (SPAs), Langstone Harbour Sites of Special Scientific Interest (SSSI), Solent Maritime Special Areas of Conservation (SAC) and Wetland of International Importance under Ramsar Convention (Ramsar Site). In addition, to secure a high quality setting for the development in the interests of the visual amenity of the area in accordance with policies PCS13 and PCS23 of the Portsmouth Plan (2012) and the aims and objectives of the NPPF (2019).

16) To protect existing drainage apparatus and to reduce the risk of flooding by the proposed development, without increasing flood risk elsewhere, to accord with policy PCS12 of the Portsmouth Plan and the aims and objectives of the NPPF.

17) In the interests of protecting and/or conserving evidence of the City's early heritage and development by assessing any archaeological potential across the site and ensure information is preserved by record for any future generations, in accordance with policy PCS23 of the Portsmouth Plan (2012) and the aims and objectives of the NPPF (2019).

18) To protect the amenity of occupiers of the nearest noise sensitive premises from excessive noise and disturbance during construction, to accord with policy PCS23 of the Portsmouth Plan (2012) and the aims and objectives of the NPPF (2019).

19) To ensure the site is restored to a condition fit for purpose and to accord with policy PCS13 of the Portsmouth Plan (2012) and the aims and objectives of the NPPF (2019).

20) To achieve the highest quality appearance appropriate to the protection of the natural and cultural heritage of the harbour and to preserve the setting of the (Grade II listed) Great Salterns Mansion, in accordance with policy PCS23 of the Portsmouth Plan (2012) and the aims and objectives of the NPPF (2019).

21) To achieve the highest quality appearance appropriate to the protection of the natural and cultural heritage of the harbour, in accordance with policy PCS23 of the Portsmouth Plan (2012) and the aims and objectives of the NPPF (2019).

PRO-ACTIVITY STATEMENT

Notwithstanding that the City Council seeks to work positively and pro-actively with the applicant through the application process in accordance with the National Planning Policy Framework, in this instance the proposal was considered acceptable and did not therefore require any further engagement with the applicant.

INFORMATIVE(S)

Bats and their roosts receive strict legal protection under the Wildlife and Countryside Act 1981 (as amended) and the Conservation of Habitats and Species Regulations 2017. All work must stop immediately if bats, or evidence of bat presence (eg droppings, bat carcasses or insect remains), are encountered at any point during this development. Should this occur, further advice should be sought from Natural England and/or a professional ecologist (reason: to avoid harm to bats).

Condition 13 requires a Construction Environmental Management Plan (CEMP). Natural England's consultation response identifies the steps and procedures that will be implemented to avoid or mitigate constructional impacts on designated sites, species and habitats, and wider biodiversity, through the CEMP listing the following matters for inclusion: storage of construction materials/chemicals and equipment; dust suppression; chemical and/or fuel run-off from construction into nearby water bodies; waste disposal; noise/visual/vibrational impacts; drainage strategy, as necessary; measures to minimise INNS introduction/spread.

The Environment Agency (EA) strongly support the intention to utilise a silent or vibrational piling method but advise, if a contingency of impact piling method is deemed necessary to drive some or all piles to design depth only, then the following measures are recommended: there is a gradual ramping-up of sound before any impact piling; there should be use of a non-metallic pad between the hammer and the head of the pile; and, no piling should be undertaken at night. These measures will assist in the protection of the aquatic environment and migratory salmonids. In addition, the EA also (i) provide advice on Flood Risk Activity Permit that might be required and (ii) routine monitoring for collection of native blue mussels (*Mytilus edulis*) close to Salters Quay, along the creek edge - shellfish are collected and analysed for heavy metals and organic pollutants under the Cleaner Seas Environment Monitoring Program (CSEMP) and contribute biota analysis data towards the WFD chemistry classification - recommending contact with the EA's marine team.

Condition 19 is imposed at the request of Sport England, also seeking consultation on playing pitch restoration (as may be necessary). SE also recommend that the restoration scheme is undertaken by a specialist turf consultant. The applicant should be aiming to ensure that any restoration of playing field is fit for its intended purpose and should have regard to Sport England's technical Design Guidance Note entitled "Natural Turf for Sport" (2011) and relevant design guidance of the National Governing Bodies for Sport

eg performance quality standards produced by the relevant pitch team sports, for example the Football Association and the English Cricket Board.

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20 February 2020

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TOWN AND COUNTRY PLANNING ACT 1990

NOTIFICATION TO BE SENT TO AN APPLICANT WHEN A LOCAL PLANNING AUTHORITY REFUSE PLANNING PERMISSION OR GRANT IT SUBJECT TO CONDITIONS

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. [Further details are on GOV.UK](#).

IT DOES NOT CONSTITUTE AN APPROVAL UNDER THE BUILDING REGULATIONS

You should also be advised that you may have obligations under the Party Wall Act 1996

THE APPLICANT IS RECOMMENDED TO KEEP THIS DOCUMENT WITH THE TITLE DEEDS OF THE PROPERTY



Marine Management Organisation Marine Licence

1 Introduction

This is a licence granted by the Marine Management Organisation on behalf of the Secretary of State to authorise the licence holder to carry on activities for which a licence is required under Part 4 of the Marine and Coastal Access Act 2009.

1.1 Licence number

The licence number for this licence is L/2020/00098/1

1.2 Licence holder

The licence holder is the person or organisation set out below:

Name / company name	Eastern Solent Coastal Partnership
Company registration number (if applicable)	
Address	Southsea Office (Floor 1, Core 2), Portsmouth City Council, Civic Offices, Portsmouth PO1 2AL
Contact within company	██████████
Position within company (if applicable). State if company officer or director	Coastal Policy – Environment Team Leader

1.3 Licence date

Version	1
Licence start date	23 March 2020
Licence end date	30 September 2024
Date of original issue	03 April 2020

1.4 Licence validity

This version of this licence is valid from the licence start date to the licence end date.

This version of this licence supersedes any earlier version of this licence. Any activity commenced under a previous version of this licence and which is also a licensed activity authorised by section 4 of this version of this licence may continue in accordance with the licence conditions in section 5 of this version of this licence.



Mr Daniel Walker

+44 (0)208 225 8573

daniel.walker@marinemanagement.org.uk

2 General

2.1 Interpretation

In this licence, terms are as defined in section 115 of the Marine and Coastal Access Act 2009 and the Interpretation Act 1978 unless otherwise stated.

- "licensed activity" means any activity set out in section 4 of this licence.
- "licence holder" means the person(s) or organisation(s) named in section 1 above to whom this licence is granted.
- "MMO" means the Marine Management Organisation.
- "mean high water springs" means the average of high water heights occurring at the time of spring tides.
- "sea bed" or "seabed" means the ground under the sea.
- "the 2009 Act" means the Marine and Coastal Access Act 2009.
- All times shall be taken to be the time on any given day.
- All geographical co-ordinates contained within this licence are in WGS84 format (latitude and longitude degrees and minutes to three decimal places) unless stated otherwise.

2.2 Contacts

Except where otherwise indicated, the main point of contact with the MMO and the address for email and postal returns and correspondence shall be:

Marine Management Organisation

Lancaster House

Hampshire Court

Newcastle upon Tyne

NE4 7YH

Tel:0300 123 1032

Fax:0191 376 2681

Email:marine.consents@marinemanagement.org.uk

Any references to any local MMO officer shall be the relevant officer in the area(s) located at:

Marine Management Organisation

Hastings office

Fish Market

Rock-A-Nore Road

Hastings

TN34 3DW

Tel: 01424 424 109
Fax: 01424 444 642
Email: hastings@marinemanagement.org.uk

3 Project overview

3.1 Project title

North Portsea Island FCERM scheme - Phase 4b: Eastern Road

3.2 Project description

The North Portsea Island (NPI) Flood and Coastal Erosion Risk Management Scheme (FCERM) will provide a 1 in 500 year standard of protection from flooding to businesses and communities. The NPI frontage has been split into six construction phases (Phases 1, 2, 3, 4a, 4b and 5) due to differing design constraints and solutions. This marine licence application is for Phase 4b along the Eastern Road frontage.

The Phase 4b works comprise a combination of encasing sections of the existing sea wall with enhanced stepped revetment, construction of a new vertical sea wall with stepped revetment, improvements to 2no. existing slipways, removal of 1no. existing slipway, reconstruction and raising of the existing coastal footpath, provision of additional seating and viewing areas, creation of an offshore bird island, and all associated works, compounds, removal of trees and landscaping. The activities constitute EIA development. The EIA consent decision was undertaken by Portsmouth City Council decision ref 19/01368/FUL. Date 24 February 2020.

3.3 Related marine licences

MLA/2014/00506 - Phase 1

MLA/2015/00436 - Phase 2

MLA/2016/00436 - Phase 3

4 Licensed activities

This section sets out the licensed activities. The licensed activities are authorised to be carried on only in accordance with the activity details below and with the licence conditions as set out in section 5 of this licence.

Please note that where licensed quantities are displayed with reference to their constituent materials, the relative quantities given for the constituent materials are indicative only.

Site 1 - NPI Phase 4b Eastern Road	
Site location	North Portsea Island, Portsmouth. Please see Schedule 1 for exact coordinates.
Activity 1.1 - Construction of Phase 4b of the North Portsea Island FCERM scheme	
Activity type	Construction of new works
Activity location	North Portsea Island, Portsmouth. Please see Schedule 1 for exact coordinates.
Description	The Phase 4b works comprise a combination of encasing sections of the existing sea wall with enhanced stepped revetment, construction of a new vertical sea wall with stepped revetment, improvements to 2no. existing slipways, removal of 1no. existing slipway, creation of an offshore bird island, and all associated works. The works will provide a 1 in 500 standard of protection with a design height of +4.8mODN. Please refer to Chapter 4 of the ES (Proposed Scheme) and Appendix U of the ES (Detailed Design Drawings) for further details - attached as Schedule 3 and 6 respectively.
Methodology	Please refer to Chapter 4 (Proposed Scheme) of the ES - attached to Schedule 3.
Programme of works	Normal working hours for the Phase 4 works are anticipated to be Monday to Friday from 0700 to 1900. While it will not be normal practice, a 24-hour working period / weekend working may be required due to the aim to minimise the length of disturbance to the business and recreational interests.

5 Licence conditions

5.1 General conditions

5.1.1 Notification of commencement

The licence holder must notify the MMO prior to the commencement of the first instance of any licensed activity. This notice must be received by the MMO no less than five working days before the commencement of that licensed activity.

5.1.2 Licence conditions binding other parties

Where provisions under section 71(5) of the 2009 Act apply, all conditions attached to this licence apply to any person who for the time being owns, occupies or enjoys any use of the licensed activities for which this licence has been granted.

5.1.3 Agents / contractors / sub-contractors

The licence holder must notify the MMO in writing of any agents, contractors or sub-contractors that will carry on any licensed activity listed in section 4 of this licence on behalf of the licence holder. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity.

The licence holder must ensure that a copy of this licence and any subsequent revisions or amendments has been provided to, read and understood by any agents, contractors or sub-contractors that will carry on any licensed activity listed in section 4 of this licence on behalf of the licence holder.

5.1.4 Vessels

The licence holder must notify the MMO in writing of any vessel being used to carry on any licensed activity listed in section 4 of this licence on behalf of the licence holder. Such notification must be received by the MMO no less than 24 hours before the commencement of the licensed activity. Notification must include the master's name, vessel type, vessel IMO number and vessel owner or operating company.

The licence holder must ensure that a copy of this licence and any subsequent revisions or amendments has been read and understood by the masters of any vessel being used to carry on any licensed activity listed in section 4 of this licence, and that a copy of this licence is held on board any such vessel.

5.1.5 Changes to this licence

Should the licence holder become aware that any of the information on which the granting of this licence was based has changed or is likely to change, they must notify the MMO at the earliest opportunity. Failure to do so may render this licence invalid and may lead to enforcement action.

5.2 Project specific conditions

This section sets out project specific conditions relating to the licensed activities as set out in section 4 of this licence.

Prior to commencing licensed activities	
5.2.1	<p>HM Coastguard (mailto:nmoccontroller@hmcg.gov.uk) must be notified prior to commencement of activities. The MMO must be sent a copy within 7 days of the issue of this notification.</p> <p>Reason: <i>To ensure HM Coastguard is aware of the activities.</i></p>
5.2.2	<p>Local mariners and fishermen's organisations must be made fully aware of the activity through a local Notice to Mariners. This must be issued at least 5 days before the commencement of the works.</p> <p>The MMO must be sent a copy of the notification within 24 hours of issue.</p> <p>Reason: <i>To ensure other vessels in the vicinity can safely plan and conduct their passage.</i></p>
5.2.3	<p>A notification of works must be sent to the UK Hydrographic Office at least two weeks prior to the commencement of the works.</p> <p>The MMO must be sent a copy of the notification within 24 hours of issue.</p> <p>Reason: <i>So that the UKHO can decide whether Maritime Safety Information and/or the update of nautical charts/publications is required, to ensure other vessels in the vicinity can safely plan and conduct their passage.</i></p>
5.2.4	<p>The final design of the bird island must be submitted to the MMO for approval in consultation with Portsmouth City Council and Natural England at least 6 weeks prior to <i>any works commencing in relation to the island.</i> This must include a post-construction monitoring plan with appropriate survey methods to assess any changes in water flows and scour/accretion</p>

	<p>patterns associated with the island as well as ornithological surveys to monitor the use of the roost island by birds. Activity must not commence until approval has been given in writing by the MMO.</p> <p>Reason: To minimise effects on water flows and habitats within Langstone Harbour and ensure the conservation status of the the Chichester Portsmouth & Langstone Harbour's Special Protection Areas (SPAs), Langstone Harbour Sites of Special Scientific Interest (SSSI), Solent Maritime Special Areas of Conservation (SAC), Wetland of International Importance under Ramsar Convention (Ramsar Site)</p>
5.2.5	<p>A Biodiversity Mitigation and Enhancement Plan [BMEP] for the Eastern Road phase of the NPI scheme must be submitted to the MMO with written approval from Portsmouth City Council and Natural England at least 14 days prior to works commencing. If written approval cannot be provided, the MMO may need to consult with Portsmouth City Council and Natural England. The BMEP must include details of the proposed methods for saltmarsh habitat restoration on the foreshore adjacent to the Airport Service Road junction once the new sea defences have been constructed. Activity must not commence until written approval is received from the MMO.</p> <p>Reason: To minimise effects on habitats and species within Langstone Harbour and ensure the conservation status of the Solent Maritime SAC and the Chichester and Langstone Harbours SPA and Ramsar site.</p>
5.2.6	<p>A Construction Environment Management Plan (CEMP) must be submitted to the MMO with written approval from the Environment Agency and Portsmouth City Council at least 14 days prior to commencement of construction. If written approval cannot be provided, the MMO may need to consult with the Environment Agency and Portsmouth City Council. The CEMP must include (i) details of the management of flood risk during construction to ensure the existing standard of protection is not reduced and (ii) details of the piling methodology with either mitigation (or justification if not required) regarding potential contamination of groundwater.</p> <p>Reason: To protect the nature conservation interests of the site and minimise any significant effect on the special feature interests of Chichester Portsmouth & Langstone Harbour SPA and Ramsar Site, Langstone Harbour SSSI, Solent</p>

	Maritime SAC, and to manage the risk of flooding during the construction phase, to ensure that the existing standard of protection is not reduced whilst the works take place.
5.2.7	<p>An archaeological Written Scheme of Investigation (WSI) must be submitted to the MMO with written approval from Historic England and Portsmouth City Council at least 14 days prior to commencement of construction. If written approval cannot be provided, the MMO may need to consult with Historic England and Portsmouth City Council. The licensed activities must not commence until written approval is provided by the MMO. All activities must adhere to the terms of the WSI.</p> <p>Reason: <i>To deal with unexpected discoveries of possible historic or archaeological interest.</i></p>

During licensed activities

5.2.8	<p>A silt curtain must be installed prior to the commencement of any work on the intertidal area to fully contain the current working area. The silt curtain will be maintained for the duration of construction works on the foreshore, and any failures in the silt curtain will be reported to the sub-contractor and repaired as soon as feasible. Any failures and recommended repairs must be reported to the MMO within 48 hours of the failure being identified.</p> <p>Reason: To clearly delineate the working area on the foreshore and protect the sensitive habitats in the harbour from suspended sediments and smothering and ensure the conservation status of the Solent Maritime SAC and the Chichester and Langstone Harbours SPA and Ramsar site.</p>
5.2.9	<p>The intertidal works area must be restricted to a maximum of 20 metres seawards of the existing defences (10 metres at the sensitive saltmarsh area adjacent to the Airport Service Road junction) and must be marked by the silt curtain to limit the extent of foreshore disturbance. Temporary haul routes on the foreshore must be created so that they are removable (e.g. geotextile and aggregate core) and cause the least possible damage to the foreshore. All haul routes on the foreshore must be removed by 30th September and not reinstated until 1st April in each year.</p> <p>Reason:</p>

	To minimise disturbance of the intertidal habitat within Langstone Harbour and ensure the conservation status of the Solent Maritime SAC and the Chichester and Langstone Harbours SPA and Ramsar site.
5.2.10	<p>A method statement detailing how the intertidal habitat disturbed during the construction works will be reinstated over the toe/stepped apron of the new defences must be submitted to the MMO with written approval from Natural England and Portsmouth City Council at least 14 days prior to commencement of construction. The method statement must demonstrate how the sediment layers will be replaced to match as closely as possible the order of the layers and topography prior to the works. If written approval cannot be provided, the MMO may need to consult with Natural England and Portsmouth City Council.</p> <p>Reason: To ensure restoration of conditions suitable for like-for-like re-development of intertidal habitats following completion of the works and ensure the conservation status of the Solent Maritime SAC and the Chichester and Langstone Harbours SPA and Ramsar site.</p>
5.2.11	<p>Piling and excavation of the foreshore must only be undertaken in the dry (when the surface of substrate is above the current tide level).</p> <p>Reason: To minimise the suspension of sediments into the water column and avoid transmission of sound into the water body to ensure the conservation status of the Solent Maritime SAC and the Chichester and Langstone Harbours SPA and Ramsar site.</p>
5.2.12	<p>No construction works (except for soft landscaping / planting) must be undertaken between 1 October and 31 March inclusive. Site compound areas 1, 3, 4 and 5 must be mobilised no earlier than the 15th March in each year. Site compound area 2 must be mobilised no earlier than 1st April in each year. The compound areas are displayed on page 4-25 of Chapter 3 of the ES (Proposed Scheme) - attached to Schedule 3.</p> <p>Reason: To avoid the effect of acoustic and visual disturbance upon over-wintering birds and ensure the conservation status of the Chichester and Langstone Harbours SPA and Ramsar site.</p>

5.2.13	<p>Installation of piles must be undertaken using vibro piling techniques as standard. Percussive piling must only be used when necessary to achieve the required design depth. If percussive piling is required, a soft start procedure must be implemented for a minimum of 20 minutes. Should piling cease for a period greater than 10 minutes, then the soft start procedure must be repeated. A non-metallic pad must be placed between the hammer and the head of the pile if percussive piling is required.</p> <p>Reason: To reduce the effect of acoustic disturbance upon foraging breeding terns and their prey species and ensure the conservation status of the Chichester and Langstone Harbours SPA and Ramsar site.</p>
5.2.14	<p>A detailed management plan for Compound 6, which falls within Solent Waders and Brent Goose Strategy (SWBGS) core site P23R (displayed on page 9-30 of ES Chapter 9, attached to Schedule 4) must be submitted to the MMO with written approval from Natural England and Portsmouth City Council at least 14 days prior to commencement of construction. The management plan must include appropriate mitigation measures and interpretation for the offsetting sites, details of the timing within which Compound 6 will operate, detailed methods for habitat reinstatement including the turf composition and management measures and the party(s) responsible for these measures. If written approval cannot be provided, the MMO may need to consult with Natural England and Portsmouth City Council.</p> <p>Reason: To avoid any temporary loss of functionally linked grassland supporting habitat for non-breeding birds and ensure the conservation status of the Chichester and Langstone Harbours SPA and Ramsar site.</p>
5.2.15	<p>The licence holder must submit the exact locations and dates of impact pile driving to the Marine Noise Registry, in order to satisfy the 'Close-out' requirements of the Registry, every year by the 25 March detailing any impact pile driving carried out in the previous year within 12 weeks of completion of impact pile driving.</p> <p>The licence holder must notify the MMO of the successful submission of 'close out' data within 7 days of the submission.</p> <p><i>https://mnr.jncc.gov.uk/</i></p> <p>Reason:</p>

	<i>In order to collect the evidence required to support the implementation of the Marine Strategy Framework Directive, under descriptor 11.</i>
5.2.16	<p>During licensed activities all wastes must be stored in designated areas that are isolated from surface water drains, open water and bunded to contain any spillage.</p> <p>Reason: <i>To minimise the risk of waste entering the marine environment.</i></p>
5.2.17	<p>Any oil, fuel or chemical spill within the marine environment must be reported to the MMO Marine Pollution Response Team within 12 hours.</p> <p>Within office hours: 0300 200 2024. Outside office hours: 07770 977 825. At all times if other numbers are unavailable: 0345 051 8486. dispersants@marinemanagement.org.uk</p> <p>Reason: <i>To ensure that any spills are appropriately recorded and managed to minimise the risk to sensitive receptors and the marine environment.</i></p>
5.2.18	<p>Bunding and/or storage facilities must be installed to contain and prevent the release of fuel, oils, and chemicals associated with plant, refuelling and construction equipment, into the marine environment. Secondary containment must be used with a capacity of no less than 110% of the container's storage capacity.</p> <p>Reason: <i>To minimise the risk of marine pollution incidents.</i></p>
5.2.19	<p>If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the MMO) must be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to, and approved in writing by, the MMO following consultation with</p>

	<p>the Environment Agency. The remediation strategy must be submitted to the MMO within 14 days of the contamination being identified.</p> <p>The remediation strategy shall be implemented as approved.</p> <p>Reason: To ensure that the development does not contribute to, is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution from previously unidentified contamination sources at the development site. This is in line with paragraph 170 of the National Planning Policy Framework.</p> <p>As outlined in the licence holder's supporting documents, any contaminants could enter sensitive marine receptors via groundwater flow. This will also ensure that any sensitive receptors utilising the land within the site are protected.</p>
5.2.20	<p>Only coatings and treatments can be used that are suitable for use in the marine environment.</p> <p>Reason: <i>To ensure hazardous chemicals that may be toxic, persistent or bioaccumulative are not released into the marine environment.</i></p>

Following completion of licensed activities

5.2.21	<p>Prior to any part of the permitted development being brought into use, a verification report demonstrating the completion of works set out in the approved remediation strategy and the effectiveness of the remediation must be submitted to, and approved in writing, by the Marine Management Organisation following consultation with the Environment Agency at least 6 weeks before that part of the development being brought into use.</p> <p>The report must include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met.</p> <p>Reason:</p>
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	The above condition ensures that the site does not pose any further risk to human health or the water environment by demonstrating that the requirements of the approved verification plan have been met and that remediation of the site is complete. This is in line with paragraph 170 of the National Planning Policy Framework (NPPF).
5.2.22	<p>All equipment, temporary structures, waste and/or debris associated with the licensed activities must be removed within 10 days of completion of licensed activities.</p> <p>Reason: <i>To minimise impacts to the marine environment and other users of the sea/seabed.</i></p>
5.2.23	<p>A notification must be sent to The Source Data Receipt team, UK Hydrographic Office, Taunton, Somerset, TA1 2DN (Email: sdr@ukho.gov.uk; Tel: 01823 337900) of completion of the licensed activities, no later than 10 working days after their completion.</p> <p>A copy of the notification must be sent to the MMO within one week of the notification being sent.</p> <p>Reason: <i>To ensure all necessary amendments to nautical charts and publications are made</i></p>
5.2.24	<p>The licence holder must notify the local MMO office as detailed in section 2.2 of the completion of the licensed activities by the licence holder, no later than 10 working days after their completion.</p> <p>Reason: <i>To ensure the local MMO officer is aware of the licensed activities at sea occurring within its jurisdiction in order to notify other sea users and to arrange any enforcement visits where appropriate.</i></p>

6 Compliance and enforcement

This licence and its terms and conditions are issued under the Marine and Coastal Access Act 2009.

Any breach of the licence terms and conditions may lead to enforcement action being taken. This can include variation, revocation or suspension of the licence, the issuing of an enforcement notice, or criminal proceedings, which may carry a maximum penalty of an unlimited fine and / or a term of imprisonment of up to two years.

Your attention is drawn to Part 4 of the Marine and Coastal Access Act 2009, in particular sections 65, 85 and 89 which set out offences, and also to sections 86, 87 and 109 which concern defences. The MMO's Compliance and Enforcement Strategy can be found on our website (<https://www.gov.uk/government/publications/compliance-and-enforcement-strategy>).

Appendix 5: Draft Cooperation Agreement

Project	North Portsea Island Coastal Defence Scheme
Title	Risk Report – Impacts of AQUIND project on the scheme

HSF Draft: 12 February 2021

DATED _____ 2021

(1) AQUIND LIMITED

(2) PORTSMOUTH CITY COUNCIL

(3) COASTAL PARTNERS

WORKS CO-OPERATION AGREEMENT
relating to the AQUIND Interconnector
Order 202[X]

Herbert Smith Freehills LLP

THIS 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 "**Undertaker**");
- (2) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Walk, PO1 2AL (the "**Council**") and
- (3) **COASTAL PARTNERS** of Public Service Plaza, Civic Centre Road, Havant, PO9 2AX ('**CP**')

WHEREAS:

- (A) On 14 November 2019 the Undertaker submitted the application for the Order to the Secretary of State for Business, Energy & Industrial Strategy in respect of the Authorised Development. The application for the Order was accepted for examination on Thursday 12 December 2019 and the examination commenced on 8 September 2020.
- (B) It is intended that the Undertaker will be the undertaker for the purposes of the Order. The Undertaker intends to construct, operate and maintain the Authorised Development as authorised by the Order.
- (C) The Council is responsible for the delivery of the North Portsea Island Coastal Defence Scheme, between Milton Common, Eastern Road and Kendall's Wharf in Portsmouth in their capacity [*Capacity of the Council in relation to these works to be confirmed*].
- (D) CP is a partnership between four councils (including the Council) who manage 162km of Hampshire's coastline consisting of coastal engineers and officers who lead on coastal issues, such as managing flooding and erosion risk, plan design and manage construction of new coastal defence schemes and inspect, manage and maintain existing coastal assets whilst planning for the future.
- (E) CP is undertaking works to deliver Phase 4B of the North Portsea Island Coastal Defence Scheme between Milton Common, Eastern Road and Kendall's Wharf in Portsmouth on behalf of the Council in areas which are overlapped by the Order Limits and in due course it may be necessary for the works to construct the Authorised Development to be undertaken in areas which are also being utilised by CP in connection with the delivery of Phase 4B of the North Portsea Island Coastal Defence Scheme.
- (F) The Undertaker, the Council and CP acknowledge the need to co-operate with one another in connection with the delivery of the Authorised Development and Phase 4B of the North Portsea Island Coastal Defence Scheme between Milton Common, Eastern Road and Kendall's Wharf should the works to construct each be undertaken in parallel with one another and are entering into this agreement to document the processes to be undertaken to ensure co-operation between them.
- (G) The parties are entering into this Agreement on the understanding that the Undertaker, the Council and CP will perform the covenants contained herein.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (which includes the recitals to it) the following words and expressions have the following meanings unless the context otherwise requires:

"Authorised Development"

has the same meaning as is given to the term "authorised development" in article 2 of the Order and includes the use and maintenance of the authorised

development and construction of any works authorised by the Protective Provisions;

“Confidential Information”

means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and includes information whose disclosure would or would be likely to prejudice the commercial interests of any persons trade secrets, intellectual property rights and know-how and all personal data and sensitive personal data within the meaning of the Data Protection Act 2018;

“CP Works”

means the works to deliver North Portsea Island Coastal Defence Scheme Phase 4B between Milton Common and Kendall’s Wharf, Eastern Road in accordance with Planning Permission Ref No. 19/01368/FUL dated 20 February 2020 issued by the Council, in so far as such works are within the Overlap Areas only;

“Information Acts”

means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004;

“Method Statement”

means a method statement detailing how the Undertaker’s Works and the CP Works where to be undertaken in parallel with one another will be undertaken within any of the Overlap Areas and which shall include (but shall not be limited to) as is necessary in relation to such works:

- a) details of the areas of works for each of the Undertakers Works and the CP Works including the extent and location of any work compound areas including scaled drawings showing the same;
- b) details of the areas that will be required for the safe movement of vehicular traffic in connection with the undertaking of such works including scaled drawings showing the same;
- c) details of the estimated programme for the undertaking of the Undertaker’s Works and the CP Works within the relevant Overlap Area; and
- d) details of the reinstatement works to be undertaken by the Undertaker following the Undertakers Works being

undertaken (which for the avoidance of doubt shall in no circumstances be required to be a standard which is higher than the standard of reinstatement required by the Order).

“Memorandum of Understanding”	means the Memorandum of Understanding appended to this Agreement at Appendix 2 which details indicative proposals for the Undertaker’s Works and the CP Works to be carried out within the relevant Overlap Areas in parallel with one another;
“Order”	means The AQUIND Interconnector Order 202[X] as it is made by the Secretary of State;
“Order Limits”	has the same meaning as is given in the Order;
“Overlap Areas”	means each of the following areas: [all areas of overlap between CP woks and the Order limits are to be stated and plans provided for each to be appended to this Agreement] as shown edged [XXX] on the plans appended at Appendix 1 to the Agreement.
“Secretary of State”	means the Secretary of State for Business, Energy and Industrial Strategy (or any such successor Secretary of State performing that function);
“Undertakers Works”	means the works to construct the Authorised Development by the Undertaker in so far as such works are within the Overlap Areas; and
“Working Day”	means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in England for the transaction of ordinary business.

- 1.2 In this Agreement, 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 headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation;
 - 1.2.5 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 Agreement;
- 1.2.6 the recitals, table of contents and headings in this Agreement are for convenience only and shall not affect its construction, interpretation or otherwise have any binding legal effect;
- 1.2.7 reference to “the parties” shall mean the parties to this Agreement and reference to a “party” shall mean any one of the parties;
- 1.2.8 references to “notice” shall mean notice in writing;
- 1.2.9 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;
- 1.2.10 the Interpretation Act 1978 shall apply to this Agreement; and
- 1.2.11 references in this Deed 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 Deed;
 - (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, and
- 1.2.12 references to articles of the Order are references to the articles of the draft Order and shall be read so as to reflect the relevant articles of the Order as made by the Secretary of State.

2. LEGAL EFFECT AND CONDITIONALITY

- 2.1 This Agreement is made pursuant to Section 11 of the Local Government Act 2003 and Section 1 of the Localism Act 2011.
- 2.2 The parties covenant with one another to observe and perform or cause to be observed, and performed their respective obligations contained within this Agreement at the times and in the manner provided herein and the Council covenants to be responsible for the observation and performance of the obligations of CP.
- 2.3 Save for clause [5.1] which shall take effect at the date of this Agreement, the provisions of this Agreement are conditional upon the coming into force of the Order following the making of the Order by the Secretary of State.

3. PRINCIPLE OF CO-OPERATION IN RELATION TO OVERLAP AREAS

- 3.1 Prior to the submission of any Method Statement by the Undertaker to CP pursuant to Clause 3.2 below the Undertaker shall inform CP of the intended date for the commencement and the anticipated duration of the Undertaker’s Works in any Overlap Area and request CP to confirm the CP Works which it anticipates will be being undertaken and/or will be located in the relevant Overlap Area during the anticipated period of the Undertaker’s Works and within not more than 14 days’ of any such request CP shall confirm the CP Works which it anticipates will be being undertaken and/or will be located in the relevant Overlap Area during the anticipated period of the Undertaker’s Works and provide drawings showing the location of such works.
- 3.2 Not less than 3 months prior to the intended date of the commencement of the Undertakers Works in any Overlap Area the Undertaker shall provide CP with a Method Statement confirming the Undertaker’s proposals for the Undertaker’s Works and the CP Works to be carried out within the relevant Overlap Area and the parties shall use reasonable endeavours to agree the Method Statement within not more than 28 days’ of the date of the provision of the Method Statement by the Undertaker to CP and where any Method

Statement has not been agreed within 42 days' of the of the date of the provision of the Method Statement by the Undertaker to CP either party may refer any dispute regarding the agreement of the Method Statement to the Expert for determination in accordance with Clause 8.

- 3.3 The Undertaker and CP agree to comply with the provisions of any Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8 in relation to the undertaking of the Undertaker's Works and the CP Works in any Overlap Area.
- 3.4 Where following a request by the Undertaker in accordance with Clause 3.1 CP confirm that there are not any CP Works which it anticipates will be being undertaken and/or will be located in the relevant Overlap Area during the anticipated period of the Undertaker's Works it is acknowledged by the Parties that there will be no requirement for a Method Statement to be submitted and agreed in relation to the Undertaker's Works in the relevant Overlap Area.

4. MEMORANDUM OF UNDERSTANDING

- 4.1 It is acknowledged and agreed by the Undertaker, the Council and CP as follows:
- 4.1.1 the Memorandum of Understanding identifies indicatively proposals for the Undertaker's Works and the CP Works to be carried out within the relevant Overlap Areas;
- 4.1.2 the proposals for the Overlap Areas detailed in the Memorandum of Understanding are agreed to be acceptable in principle; and
- 4.1.3 the proposals for the Overlap Areas detailed in the Memorandum of Understanding may form part of the Method Statement to be agreed in relation to the relevant Overlap Areas in the future (but not are not required to do so).

5. COSTS

- 5.1 The Undertaker shall pay to the Council on the date of this Agreement the reasonable and proper costs, charges and expenses reasonably and properly incurred by the Council and CP for or in connection with the preparation and negotiation of this Agreement up to the sum of [xxx].
- 5.2 The Undertaker agrees to pay the reasonable costs of the Council and CP in relation to the compliance by CP with any Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8 in so far as is reasonably necessary to facilitate the delivery of the Undertaker's Works within any of the Overlap Areas.
- 5.3 When incurring costs, expenses or losses which are repayable by the Undertaker, the Council and CP must at all times act reasonably and in the same manner as they would if they were funding the cost or expenses themselves.
- 5.4 The Undertaker shall indemnify the Council and CP in respect of all costs and expenses incurred (including legal, surveying and engineering costs and disbursements) or losses suffered to the extent that the same are reasonably incurred in connection with any act or omission by the Undertaker that is in breach of this Agreement or a Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8.
- 5.5 Nothing in this Agreement shall impose any liability on the Undertaker with respect to any costs, expenses or losses incurred by the Council and CP in complying with a Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8 in so far such cost is attributable to the act, neglect or default of CP, its officers, contractors or agents.
- 5.6 Each of the parties to this Agreement shall use reasonable endeavours to minimise any costs, expenses and losses to be incurred in complying with any Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8 and if requested to by the Undertaker, the Council and/or CP shall provide an explanation of how any such costs, expenses and losses have been minimised and the Undertaker shall only

be liable for the costs, expenses and losses which are reasonably incurred by the Council and CP.

- 5.7 It is acknowledged by the Undertaker, the Council and CP that the Undertaker shall be responsible for any and all costs incurred in relation to the Undertaker's Works save in respect of any costs, expenses or losses incurred as a result of any non-compliance by the Council and/or CP with the provisions of this Agreement or any Method Statement agreed between the parties or determined by the Expert in accordance with Clause 8 which CP shall be liable in respect of.

6. CONSULTATION AND CO-OPERATION

- 6.1 Each party shall act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to give effect to the provisions of this Agreement and otherwise do nothing to hinder or prevent the other party from the proper execution of any right or obligation allowed or required under this Agreement or the carrying out of the Authorised Development or the CP Works.
- 6.2 Where any approval, agreement, consent or confirmation of a party is required pursuant to the terms of this Agreement (including for the avoidance of doubt in connection with any Method Statement), it shall not be unreasonably withheld or delayed.

7. DISPUTE RESOLUTION

- 7.1 Save for matters of interpretation of this Agreement (which shall be matters for the Court) in the event of any dispute arising between the parties hereto in respect of any matter contained in this Agreement including questions of value and any question of reasonableness the same shall be referred to an expert ("**Expert**") to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and the Expert's decision shall (in the absence of manifest error) be final and binding on the parties hereto and whose costs shall be borne by the parties at his discretion.
- 7.2 The Expert shall:
- 7.2.1 have at least ten years post qualification experience in the subject matter of the dispute;
 - 7.2.2 be appointed subject to an express requirement that he reaches a 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 in not more than 30 Working Days from the date of his appointment to act; and
 - 7.2.3 be required to give notice to each of the parties inviting each of them to submit to him within 10 Working Days of his appointment written submissions and supporting material and shall afford to each of the parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material and the Expert shall disregard any representations made out of time and the Expert's decision shall be given in writing within 15 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 15 Working Days of receipt of the written submissions and supporting material with reasons.
- 7.3 It is hereby declared and agreed between the parties hereto that nothing in this Clause [8] shall be taken to fetter the ability of any party to seek legal redress of any breach of the obligations entered into by the Developer in this Agreement.

8. CONFIDENTIALITY

- 8.1 The Undertaker acknowledges that CP may be required under the Information Acts to respond to requests for information relating to the subject matter of this Agreement.

- 8.2 CP shall take reasonable steps to notify the Undertaker of any and all requests for Confidential Information received to the extent that it is permissible for it to do so within not more than 5 Working Days of receipt of any such request and shall have due regard and give effect to any reasonable and timely representations made by the Undertaker within 10 Working Days of receipt of the requested information from CP.
- 8.3 Notwithstanding any other provisions of this Agreement, CP shall be responsible for determining (acting reasonably) whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the Information Acts.
- 8.4 Save as required by the Information Acts, the parties must not disclose any Confidential Information to any other person (save where such person is bound by a legally enforceable requirement to keep such information confidential) except with the other party's prior consent, which may not be unreasonably withheld or delayed but which may be provided subject to reasonable conditions.

9. TRANSFER OF POWERS AND NOVATION

9.1 In the event that:

- 9.1.1 any person other than the Undertaker is appointed as the "Undertaker" (as defined in the Order) for the purposes of the Order in relation to parts of the Authorised Development for the purpose of any works affecting or likely to affect the CP Works; and/or
- 9.1.2 powers of the "Undertaker" relevant to the parts of the Authorised Development which may include may include works affecting or likely to affect the CP Works under the Order are devolved to any other person,

(the 'Transferee'), the Undertaker will:

- 9.1.3 prior to the transfer of powers require the Transferee to enter into a deed of covenant in favour of CP that the Transferee shall observe and perform the obligations and restrictions on the Undertaker under this Agreement as they relate to the exercise of the powers which are to be transferred as though the Transferee had been an original party to this Agreement; and
- 9.1.4 remain liable for any breach of this Agreement relevant to such part of the Authorised Development for which the Transferee is to be the "Undertaker" or to which Transferee the powers of the Undertaker are to be devolved until the Transferee has entered into a deed of covenant in accordance with this clause.

- 9.2 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 CP (such consent not to be unreasonably withheld or delayed).
- 9.3 the Council and CP may novate the benefit and the burden of this Agreement, without the Undertaker's prior written consent, to a successor of the Council's or CP's duties or undertaking or to a subsidiary or affiliate who shall be transferred the Council's or CP's duties or undertaking in respect of the CP Works PROVIDED THAT in all cases reasonable prior written notice is given to the Undertaker and such novation requires such successor to observe and perform the obligations and restrictions on the Council and/or CP (as is relevant) under this Agreement and the Council and/or CP (as is relevant) shall remain liable for any breach of this Agreement unless and until this Agreement has been novated in accordance with this Clause 9.3.

10. TERMINATION

10.1 This Agreement will terminate if any of the following events occur:

- 10.1.1 the application for the Order is withdrawn, in which case the Undertaker shall provide CP with written notification of such withdrawal within 10 Working Days of the Undertaker notifying the Examining Authority of the withdrawal and this Agreement will terminate immediately on the date of delivery of the notice in accordance with clause [12];

- 10.1.2 the Secretary of State determines not to make the Order, in which case the Undertaker will provide CP with written notification thereof within 10 Working Days of being notified by the Secretary of State of the decision and this Agreement will terminate immediately on the date of delivery of the notice in accordance with clause [12]; or
- 10.1.3 if following the final determination of any judicial review proceedings in respect of the Order the Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the application for the Order is subsequently refused, in which case the Undertaker shall provide CP with written notification of such refusal within 10 Working Days of being notified by the Secretary of State of the decision and this Agreement will terminate immediately on the date of delivery of the notice in accordance with clause [12].

11. VARIATIONS

- 11.1 No variation of this Agreement is effective unless it is in writing and is signed by or on behalf of a duly authorised representative of each of the parties.

12. NOTICES

- 12.1 Any notice given under or in relation to this Agreement shall be in writing and shall refer to the Agreement and shall be deemed to be sufficiently served if addressed to the Undertaker, or CP, as the case may be, and sent by recorded delivery or registered post to the address of the parties given in this Agreement or to such other address as they may from time to time designate by written notice to the other.
- 12.2 Any notice sent in accordance with clause [12.1] shall be deemed, in the absence of evidence of earlier receipt, to have been delivered two days after posting or dispatch, exclusive of the day of posting.
- 12.3 Any notice sent by CP to the Undertaker in accordance with clause [12.1] shall be addressed to Kirill Glukhovskoy – Managing Director, and shall also be sent by the Undertaker by e-mail to kirill.glukhovskoy@aquind.co.uk.
- 12.4 Any notice sent by the Undertaker to CP in accordance with clause [12.1] shall be addressed to [xxx] and shall also be sent by CP by e-mail to [xxx].

13. NEGLIGENCE

- 13.1 Nothing in this Agreement imposes any liability on the Undertaker or CP with respect to any damage, cost, expense or loss which is attributable to the negligence of the other party or of any person in its employment or of its contractors or agents and any liability of the Undertaker or CP under this Agreement must be reduced proportionately to the extent to which any damage, cost, expense or loss is attributable to the negligence of the other party or of any person in its employment or of its contractors or agents.

14. RIGHTS OF THIRD PARTIES

- 14.1 No third party may enforce the terms of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

15. JURISDICTION

- 15.1 This Agreement 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.
- 15.2 Each party irrevocably agrees 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 Deed or its subject matter or formation (including non-contractual disputes or claims).

16. **ENTIRE AGREEMENT**

- 16.1 This Agreement represents the entire agreement between the parties in relation to the subject matter hereof.

IN WITNESS whereof this Agreement has been duly executed by the parties to this Agreement on the date which appears at the head of this document.

EXECUTED by)
AQUIND LIMITED)
acting by two directors or one director)
and the company secretary:)

Director

Director/Secretary

The **COMMON SEAL** of **PORTSMOUTH**)
CITY COUNCIL was)
hereunto affixed in the presence of:)

Authorised signatory

EXECUTED by)
COASTAL PARTNERS)
acting by two directors or one director)
and the company secretary:)

Director

Director/Secretary

APPENDIX 1

DRAFT

APPENDIX 2

DRAFT

Appendix 6: Weekly Costs

Project	North Portsea Island Coastal Defence Scheme
Title	Risk Report – Impacts of AQUIND project on the scheme

WEEKLY SITE COST - SUMMARY

Core Team	£	11,837.50
Compound 1	£	17,193.19
Compound 3	£	3,188.06
Compound 4	£	659.17
Compound 5	£	11,367.19

Total Costs

£ 44,245.11

Week

£ 8,849.02

Day

CORE TEAM COSTS - Working Period per Week

Item Description	QTY	Unit	Rate	Total
Contractor				
Contracts Manager		sum	£	1,421.01
Project Manager		sum	£	2,127.15
Site Manager		sum	£	1,924.65
Managing Surveyor		sum	£	571.32
Senior Quantity Surveyor		sum	£	1,443.96
Quantity Surveyor		sum	£	1,000.00
Senior Engineer		sum	£	706.14
Civil Engineering Technician		sum	£	1,049.85
Planner		sum	£	740.52
Document Controller		sum	£	430.35
Stakeholder Comms Officer		sum	£	422.55

Coastal Partners				
Project Manager		sum	£	1,945.60
Asst Project Manager		sum	£	1,702.00
Senior Supervisor		sum	£	2,239.98
Supervisor		sum	£	1,528.84
Supervisor		sum	£	1,345.69
Supervisor		sum	£	801.92
Contracts Manager		sum	£	960.00
Environment Officer		sum	£	1,100.00

Main Office Compound

Hire of Site Offices	1	nr	£	1,100.00	£	1,100.00
Smoking Shelter	1	nr	£	35.00	£	35.00
Electric (metered)	1	nr	£	200.00	£	200.00
Heras Fencing	530	nr	£	1.84	£	975.20
Heras Vehicle Gate	6	nr	£	16.56	£	99.36
Fire Extinguishers	20	nr	£	5.52	£	110.40
Consumables	1	Item	£	200.00	£	200.00
Site Welfare Cleaning	1	nr	£	743.00	£	743.00
Additional COVID cleaning	1	nr	£	1,127.54	£	1,127.54
Effluent Removal	1	nr	£	80.00	£	80.00
Water	1	nr	£	150.00	£	150.00
Drinking Water / Water Cooler	3	nr	£	24.24	£	72.72
CCTV Tower	2	nr/wk	£	300.47	£	600.94
Defibrillator	1	wk	£	75.00	£	75.00

Total Weekly Costs Compound 1

£ 29,030.69

COMPOUND 3 - Working Period per Week

Item Description	QTY	Unit	Rate	Total	
Mackley Site Office Hire	1	nr	£ 750.00	£ 750.00	
Smoking Shelter	1	nr	£ 35.00	£ 35.00	
Heras Fencing	inc	nr	£ 1.84	£ -	
Heras Vehicle Gate	2	nr	£ 16.56	£ 33.12	
Fire Extinguishers	6	nr	£ 5.52	£ 33.12	
Fuel		ltrs	£ 0.77	£ -	Now metered supply
450L Fuel Bowsers	2	nr	£ 88.30	£ 176.60	
Consumables	1	Item	£ 120.00	£ 120.00	
Site Welfare Cleaning	1	nr		£ -	Included in core team
Effluent Removal (Contribution)	0.5	nr	£ 80.00	£ 40.00	
Electricity (Metered)	1	nr	£ 200.00	£ 200.00	
Water (Metered)	1	nr	£ 120.00	£ 120.00	
Drinking Water / Water Cooler	3	nr	£ 24.24	£ 72.72	
Gateman / Traffic Marshalls	45	hrs	£ 22.00	£ 990.00	
CCTV Tower	2	nr/wk	£ 300.47	£ 600.94	
Emergency Plant Nappy Kits	1	item	£ 16.56	£ 16.56	

Total Weekly Costs Compound 3

£ 3,188.06

COMPOUND 4 - Working Period per Week

Item Description	QTY	Unit	Rate	Total
Groundhog GP360 Towable Welfare Unit	1	nr	£ 270.53	£ 270.53
Heras Fencing	inc	nr	£ 1.84	£ -
Heras Vehicle Gate	2	nr	£ 16.56	£ 33.12
Fire Extinguishers	6	nr	£ 5.52	£ 33.12
Consumables	1	Item	£ 200.00	£ 200.00
Site Welfare Cleaning	1	nr		£ -
Effluent Removal	inc	nr	£ 80.00	£ -
Drinking Water / Water Cooler	3	nr	£ 24.24	£ 72.72
Plant Nappies	3	nr	£ 16.56	£ 49.68
Total Weekly Costs Compound 4				£ 659.17

COMPOUND 5 - Working Period per Week

Item Description	QTY	Unit	Rate	Total
Site Engineer	45	hrs	£ 39.23	£ 1,765.35
Working Foreman	50	hrs	£ 28.69	£ 1,434.50
Banksman / Traffic Marshall	50	hrs	£ 22.00	£ 1,100.00
Excavator Operator	50	hrs	£ 23.50	£ 1,175.00
22T Excavator	1	nr	£ 995.00	£ 995.00
Fuel for above	225	ltrs	£ 0.78	£ 175.50
Fire Extinguishers	4	nr	£ 5.52	£ 22.08
Lighting Tower	4	nr	£ 220.75	£ 883.00
Lighting Tower Battery Set	4	nr	£ 150.00	£ 600.00
Spill Kit Bag	3	nr	£ 11.04	£ 33.12
Plant Nappy - Small	6	nr	£ 16.56	£ 99.36
Plant Nappy - Medium	3	nr	£ 16.56	£ 49.68
Heras Fencing	86	nr	£ 1.84	£ 158.24
Vehicle Gate	1	nr	£ 16.56	£ 16.56
Pedestrian Gate	2	nr	£ 11.04	£ 22.08
Pedestrian / Water Fill Barriers	40	nr	£ 3.31	£ 132.40
Pallet Forks for excavator	1	nr	£ 65.00	£ 65.00
Telehandler	1	nr	£ 400.00	£ 400.00
Operator for above	50	hrs	£ 27.78	£ 1,389.00
Fuel for above	225	ltrs	£ 0.78	£ 175.50
Cube Testing	6	nr	£ 41.60	£ 249.60
2 Leg Chains	2	nr	£ 33.11	£ 66.22
Total Station	2	nr	£ 180.00	£ 360.00

Total Weekly Costs ASWC

£ 11,367.19

Appendix 7 Addendum to SoC (PC and Aquind)

Not yet agreed

Project	North Portsea Island Coastal Defence Scheme
Title	Risk Report – Impacts of AQUIND project on the scheme

Statement of Common Ground – Portsmouth City Council

Addendum related to Table 4.7 (Surface Water Resources and Flood Risk)

Introduction

This Addendum is intended to be read alongside Table 4.7 (Surface Water Resources and Flood Risk) and has been prepared to set out in more detail the potential conflicts and opportunities between the Proposed Development and the North Portsea Island Flood and Coastal Erosion Risk Management (FCERM) Schemes, existing and proposed, and to identify the associated impacts.

This Addendum seeks to give a up-to-date overview of the discussions and agreements to date between parties and to aid future pragmatic and transparent assessments and discussions, to facilitate a collaborative approach between parties where there are overlaps with works and programmes.

It is agreed that both Portsmouth City Council (PCC), Coastal Partners (CP) and the Applicant wish to cooperate to resolve any conflicts but it needs to be highlighted that there may not be resolutions to some of the conflicts identified and this needs to be openly discussed. PCC/CP also feel that any cooperation should take advantage of any available opportunities to reduce the impacts of both developments.

The suggested mechanism for identifying conflict and opportunities is for PCC/CP and the Applicant to enter into a Cooperation Agreement to confirm an obligation on both parties to cooperate with each other so that the situation regarding the stage of works for each project can be considered in advance of works needing to take place, to agree a way of working so that both parties can achieve their development objectives.

The Applicant has suggested the Cooperation Agreement will cover an obligation to agree the principles of cooperation, and include items such as:

- Confirming the likely need to cooperate due to potential overlapping works;
- The broad principles of cooperation, noting that the principles of cooperation will be determined by both parties as part of the Agreement;
- Method Statements, agreed between parties will provide further detail in advance of any works
- Identifying the need to ‘share’ a working area in advance of works
- Cost Agreement, to identify that AQUIND will cover the costs associated with amendments to Coastal Partners’ working arrangements during overlapping works, and that
- AQUIND will reinstate land to the condition it was in prior to AQUIND commencing the works (in accordance with DCO Requirement 22).

PCC/CP accept this approach in principle but the precise terms of the Agreement are yet to be agreed between parties. PCC/CP also have concerns that there may be conflict between the projects that cannot be resolved and this aspect needs consideration. The NPI FCERM schemes will provide a significant public benefit in the form of urgently needed flood protection for many residents, businesses and key infrastructure. Any delays to our schemes will

effectively keep the flood risk in place for more years, putting these residents and business at unnecessary and increased risk. Whilst it is understood that project programmes are designed to be as efficient as possible, but given the very significant public benefits the NPI FCERM schemes provide, PCC/CP feel it is reasonable to request that Aquind include a review of elements of their Proposed Development programme as a principle of cooperation in the Cooperation Agreement.

North Portsea Island FCERM Schemes

The Portsea Island Coastal Strategy Study [PICSS] was approved in 2011 and covers the whole of Portsea Island. The strategy confirms the North Solent Shoreline Management Plan [SMP] policy (2010) for Portsea Island of 'Hold the Line' and splits Portsea Island into 7 discrete flood cells. There is no interdependency of flooding between the 7 cells.

PICSS identifies North Portsea Island as flood cell 4 and recommends that a 0.5% AEP (Annual Exceedance Probability) SoP (standard of protection) is sustained over the next 100 years through a combination of raising and replacing existing defences.

North Portsea Island) is a densely populated urban area home to a mixture of residential and commercial properties along with several key infrastructure assets. The assets at risk comprise:

- 4,234 residential properties;
- 490 commercial properties;
- 2 MoD properties;
- 2 arterial road access routes on to Portsea Island (leaving only one other route operational to and from the city);
- The only rail route onto Portsea Island;
- 2 scheduled monuments;
- 89 electrical sub-stations;
- Historic landfill sites (with potential to cause localised pollution).

Throughout North Portsea Island many properties have threshold levels below the current coastal defence crest heights. In the event of a failure or breach of the current defences 1,906 residential properties and 160 commercial properties within the North Portsea flood cell would be at risk from a present-day flood event with a return period as low as 1 in 20 years (5% AEP).

A risk to life assessment has been undertaken for North Portsea Island, in which risk from flooding is of major concern. A further risk to health is flooding of critical infrastructure such as roads (preventing access by emergency services) and sewage works (which could cause sanitation problems).

In addition to the significant flood risk, much of the coastline around North Portsea Island has been artificially altered through reclamation using waste

material. This land is potentially contaminated and could form a risk to the environmentally designated areas with Langstone and Portsmouth Harbours if the defences were to fail.

North Portsea Island FCERM Phases

The full Scheme is broken down into five discreet phases:

- Phase 1: Anchorage Park. Completed in 2016.
- Phase 2: Milton Common. Completed in 2016.
- Phase 3: Tipner Lake. Completed in 2019.
- Phase 4a: Kendall's Wharf. Nearly completion.
- Phase 4b: Eastern Road. Development commenced 2020
- Phase 5: Ports Creek. To commence 2022.

Of these five phases, the Proposed Development will potentially affect the completed phases 1, 2, 4a in terms of avoiding or maintaining defences and landscaping, and Phase 4b in terms of direct conflict with works and programme. Phase 5 also has the potential to be affected if delays result in Phase 4b.

It is agreed that the issues relating to Phases 1,2 and 4a are covered by the Application and associated documents. It is noted that a Flood Risk Activity Permit will be required for relevant works, plus 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. DCO Requirement 22 will also require the Applicant to reinstate land to the condition it was in prior to AQUIND commencing the works.

The construction of NPI FCERM Phase 4b is the phase will the most potential for conflict and overlap and so this is the scheme discussed in more detail. Phase 5 is programmed to directly follow the construction of Phase 4b and so any delays to this current scheme will have a knock-on impact to the final phase.



North Portsea Island Phase 4b: Eastern Road


The two key consents were granted in 2020:


- Planning permission: 19/01368/FUL. Granted 20 Feb 2020
- Marine licence: L/2020/00098/1 Granted 23 March 202
- Joint EIA approved



Works commenced in 2020, following the relevant pre-commencement conditions being satisfied. Following a winter break due to seasonal construction constraints, works are due to recommence mid-march 2021, with marine works commencing 1st April 2021.


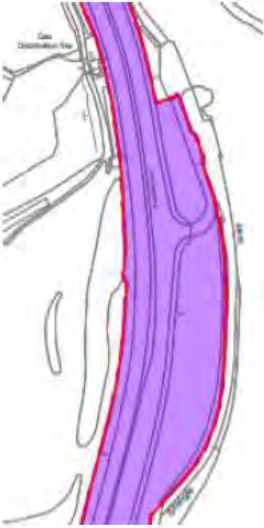
The Table below was drafted by the Applicant to consider each location where there are potential overlaps with works and programmes for CP's works as part of NPI Coastal Defence works and AQUIND's works. The information provided below is based on the indicative programmes for both projects available at this time. The duration of AQUIND works provided below represent the maximum duration of the works in an overlapping area. However, the nature of the AQUIND project is that works will take place in a rolling programme and move through an area at pace, so as to impact parts of the area for the duration rather than the whole of the overlapping area. PCC/CP agree that this captures the potential overlaps/conflicts.



Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution
<p>Kendall's Wharf Compound</p>  	<p>CP's Compound 1 Sept 2019 – Sept 2023</p>	<p>Apr 2022- Sept 2022 Apr 2023- Sept 2023</p> <p>Works: HDD3 compound for Broom Channel crossing to Farlington Playing Fields and approx. 2 weeks for cable duct installation.</p> <p>Duration of works: 26 weeks in 2022 and 26 weeks in 2023</p>	<p>Apr 2022- Sept 2022 (26 weeks)</p> <p>Apr 2023- Sept 2023 (26 weeks)</p>	<p>Share compound location by dividing up the area available for use and, if needed, discuss the potential relocation/reorientation of facilities on site to ensure both projects can progress.</p>


Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution
<p data-bbox="302 331 705 359">Cable route south of Kendall's Wharf</p> 	<p data-bbox="869 300 1019 454">Relevant to CP's Compound 1 Sept 2019 – Sept 2023</p>	<p data-bbox="1059 300 1321 391">Works: from Baffin's FC ground, Langstone Harbour Sports Ground.</p> <p data-bbox="1059 427 1294 486">Duration of works: 12 weeks</p>	<p data-bbox="1377 300 1489 327">12 weeks</p>	<p data-bbox="1527 300 1928 391">No likely impact on CP works, other than shared use of CP's Compound 1 area, as discussed above.</p>


Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution
<p data-bbox="302 300 772 327">Langstone Harbour Sports Ground car park</p>  <p data-bbox="302 582 526 670"> <small> Compound 3 - Balling Harbour Car Park • Duration: April 2020 - Sep 2022 • Location: Langstone Harbour Sports Ground, Balling Harbour, Langstone • Work Package: Installation of Cableway for CP 3 • Key Features: High-capacity cableway system installed to the ground level, with environmental protection measures in place. • Duration: April 2020 - Sep 2022 • Location: Langstone Harbour Sports Ground, Balling Harbour, Langstone </small> </p>	<p data-bbox="862 300 1019 518"> CP's Compound 3 (mostly used for materials and plant) April 2020-Sept 2022 </p>	<p data-bbox="1052 300 1310 359"> Works: cable route and joint bay </p> <p data-bbox="1052 391 1288 454"> Duration of Works: 2 weeks </p>	<p data-bbox="1370 300 1489 327"> 2 weeks </p>	<p data-bbox="1523 300 1937 486"> Careful programming and organisation of works in this location, and potential request for temporary relocation/reorientation of facilities in CP Compound 3 for a maximum of 2 weeks. </p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution
<p data-bbox="300 300 842 328">Land south of Harvester (Great Salterns Mansion)</p>  	<p data-bbox="864 300 1032 456">CP's Compound 4 – for storage April 2021 – Sept 2023</p>	<p data-bbox="1055 300 1317 360">Works: cable route and Joint Bay?</p> <p data-bbox="1055 395 1294 456">Duration of works: 12 weeks</p>	<p data-bbox="1373 300 1478 328">12 weeks</p>	<p data-bbox="1523 300 1935 616">Careful programming and organisation of works in this location, and potential request for temporary relocation/reorientation of facilities in CP Compound 4 – duration dependent on AQUIND detailed design but only for works where crossing CP's access to haul road, and potentially for joint bay works, if one is required in this location.</p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution
<p data-bbox="302 300 622 327">Great Salterns Quay Car Park</p>  	<p data-bbox="869 300 1010 454">CP's Compound 5 (main office and welfare for staff)</p> <p data-bbox="869 491 1003 550">April 2021 – Sept 2023</p>	<p data-bbox="1059 300 1265 327">Works: cable route</p> <p data-bbox="1059 363 1294 422">Duration of works: 17 weeks</p>	<p data-bbox="1377 300 1482 327">17 weeks</p>	<p data-bbox="1527 300 1930 550">Careful programming and organisation of works in this location, and potential request for temporary relocation/reorientation of facilities in CP Compound 5 duration dependent on AQUIND detailed design and for works where crossing CP's access to compound</p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution
<p data-bbox="302 300 750 327">Land at northern end of Milton Common</p>  	<p data-bbox="862 300 1019 550">CP's Compound 6 (main office and welfare for staff and significant storage for equipment.)</p> <p data-bbox="862 582 1030 1228">This compounds only access is via Compound 5. However due to space restrictons (the pinch point between compound 5 & 6) Compound 5 will be utilized as the main compound for facilities and storage between Compound 5 & 6</p> <p data-bbox="862 1260 1008 1324">April 2022 – Sept 2023</p>	<p data-bbox="1052 300 1310 359">Works: cable route and joint Bay?</p> <p data-bbox="1052 391 1299 454">Duration of works: 11 weeks</p>	<p data-bbox="1370 300 1489 327">11 weeks</p>	<p data-bbox="1523 300 1937 550">Careful programming and organisation of works in this location, and potential request for temporary relocation/reorientation of facilities in CP Compound 6 duration dependent on AQUIND detailed design and for works where crossing CP's access to compound</p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution
<p data-bbox="300 300 763 392">AQUIND works adjacent to existing Milton Common Coastal Defences south of CP's Compound 6 –including HDD6</p> 	<p data-bbox="866 300 1025 424">N/A. CP works already completed in this location.</p>	<p data-bbox="1057 300 1348 552">Works: indicative cable route option including HDD6 under coastal defences at northern end of Milton Common, then running along eastern side of coastal defences until location</p> <p data-bbox="1057 592 1335 684">Duration of works: 21 weeks (including 2 weeks for HDD)</p>	<p data-bbox="1375 300 1480 323">21 weeks</p>	<p data-bbox="1525 300 1861 360">Potential overlap of access via Compound 6 area, if required?</p>

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution
<p>AQUIND works adjacent to existing Milton Common Coastal Defences – southern defences, east of Moorings Way and north of Uni of Portsmouth site</p> 	<p>N/A. CP works already completed in this location.</p>	<p>Works: indicative cable route. Current design anticipates that cable route will be located around rather than under existing coastal defences at southern end of Milton Common (north of UoP land east of Furze Lane).</p> <p>Duration of works: 12 weeks</p>	<p>12 weeks</p>	<p>No overlap of works or access.</p>

Cooperation Agreement - Key Points:

Shared/reorientated or relocated compounds

- Agree that there is the potential for some sharing of compounds, dependent on the final details to be proposed.
- Concern is that some are very small so there is limited space. Assessment of alternative locations could be required but feasible space is also very limited, largely due to protected habitats and existing access routes.
- Could be agreed as a principle within the Cooperation Agreement with finer details to be agreed in a Method Statement inc. alignment of activities and agreed timescales
- Aquind would need to cover all associated costs inc. 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
- Relocation would need to be undertaken Oct-Mar inclusive
- It should be noted that certain compounds (4 & 5) form the main access to the FCERM works during 2022.

Careful programming and organisation of works

- 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.
- CP are happy to work with the Applicant to minimise overlaps
- All associated costs with delays will need to be covered by Aquind if programming cannot be resolved
- 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.
- It should be noted that certain compounds (4 & 5) form the main access to the FCERM works during 2022.
- 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.
- 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?