



AQUIND Limited

AQUIND INTERCONNECTOR

Applicant's Response to SoS Further
Information Request – March 2023

The Planning Act 2008

PINS Ref.: EN020022

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**APPLICANT'S RESPONSE TO SECRETARY OF STATE'S REQUEST FOR FURTHER
INFORMATION OF 3 MARCH 2023**

TABLE OF CONTENTS

	Headings	Page
1.	INTRODUCTION	3
2.	CONSIDERATION OF ALTERNATIVES	4
3.	NORTH PORTSEA ISLAND COASTAL DEFENCE SCHEME ("NPICDS")	7
4.	FRENCH LICENCES AND CONSENTS	8
5.	ENVIRONMENTAL INFORMATION	12
6.	UPDATES ON NEED AND COMPLIANCE WITH UPDATED OR EMERGING POLICY	14
7.	OTHER MATTERS	16

1. INTRODUCTION

- 1.1 AQUIND Limited (the "**Applicant**") submitted an application for the AQUIND Interconnector Order (the '**Order**') pursuant to section 37 of the Planning Act 2008 (as amended) (the '**Act**') to the Secretary of State ('**SoS**') (the '**Application**') to authorise the construction and use of UK elements of AQUIND Interconnector (the "**Proposed Development**").
- 1.2 The Application was accepted by the Planning Inspectorate ('**PINS**') on 12 December 2019, with the examination of the Application commencing on 8 September 2020 and completing on 8 March 2021. The Examining Authority ("**ExA**") submitted a Report and Recommendation to the SoS on 8 June 2021.
- 1.3 On 20 January 2022 the SoS refused the Order. That decision to refuse the Order was the subject of a claim for Judicial Review, which resulted in the making of an Order of the High Court dated 24 January 2023 quashing the decision on grounds of unlawfulness.
- 1.4 The Application is now required to be redetermined by the SoS, and to assist with this redetermination the SoS issued a request for information dated 3 March 2023 (the "**Rfi**") which requests the following information from the Applicant:
 - 1.4.1 Any information relevant to the feasibility of AQUIND Interconnector connecting to Mannington substation as an alternative to the Proposed Development's connection to Lovedean substation;
 - 1.4.2 Updates on how the construction of the Proposed Development and the North Portsea Island Coastal Defence Scheme may overlap, taking into account the time that has passed since the SoS previous decision, and including whether a co-operation agreement is still required and, if so, whether agreement has been reached;
 - 1.4.3 The position in respect of progress made by the Applicant towards securing the principal licences and consents that are or may be required in France and French Waters, including an indication of when these are expected where not already obtained; and
 - 1.4.4 The provision of any new environmental information, if such information has come forward since the SoS previous decision, that would require an update to the environmental assessments within the Environmental Statement and / or Habitats Regulations Assessment. Where any updates are required to environmental assessments the Applicant is requested to make clear what they are and why they are required.
- 1.5 This Statement provides the Applicant's response to the Rfi.

2. **CONSIDERATION OF ALTERNATIVES**

- 2.1 As detailed in ES Addendum 3 which is submitted alongside this Statement, the Applicant has undertaken a full review of the feasibility of a potential alternative connection to Mannington Substation as requested to by the SoS.
- 2.2 A full response which confirms why a connection to Mannington substation is not feasible as a connection for the Proposed Development is provided in ES Addendum 3 and the Planning Statement Addendum submitted alongside this Statement. Whilst those documents should be reviewed to understand fully the work that has been undertaken to confirm the position and the reasons why a connection to Mannington substation is not feasible, the following is a summary of the position:
- 2.2.1 Reinforcements to the National Electricity Transmission System (NETS), which it is understood NGET and NGESO will confirm would be required, would mean that it would be 2037 before the Proposed Development could connect into and be operable at Mannington Substation. This compares to 2027 for the connection at Lovedean substation, meaning the Mannington connection alternative would take 10 years longer to realise the same infrastructure capacity and the significant benefits this provides. There would clearly not be a realistic prospect of a connection to Mannington substation delivering the same infrastructure capacity in the same timescale as the Lovedean connection.
- 2.2.2 It would also take significantly longer to construct the Proposed Development connecting into Mannington substation, as consequence of the much longer length of the marine cables and the onshore cables, adding two/three years to those construction timescales.
- 2.2.3 From a cost perspective, it is identified that a connection to Mannington Substation would be likely to cost an additional £334 million - £456.81 million (dependant on the chosen AMCC). This amount is comprised of the estimated additional costs associated with the onshore cable and the additional trenchless crossings needed to reduce the overall level of environmental impacts, and the costs associated with the additional length of the marine cables (plus the additional costs generally associated with a longer construction period). This level of additional cost would mean that the Project would no longer be commercially viable.
- 2.2.4 This additional cost for the Proposed Development is separate from the costs to deliver the required reinforcement works to the NETS, which would be in addition to this amount. Whilst the Applicant is not able to provide an accurate estimate of the costs of the additional reinforcements, noting how extensive those reinforcements are and taking into account the known information on the cost of reinforcements between Lovedean and Bramley, it is evident that such costs would be significant and at least in the order of multiple hundreds of millions of pounds.
- 2.2.5 Two new interconnector connection bays, an extension to the double busbar substation to accommodate those, including the additional bus coupler and section breakers, would be required to accommodate the connection of the Proposed Development at Mannington substation, and the area of land required for this would be expected to be approximately 3,600m². From a review of the existing Mannington substation it is apparent that there is no such space within the existing operational footprint, and that an extension would be required. Any such extension would most likely be into the bordering woodland so as to be contiguous with the existing substation, which would result in the loss of trees (including possibly Ancient Woodland where not able to be located elsewhere) and also likely a requirement for new mitigation planting. No such extension is needed for the connection to Lovedean, with the substation connection works capable of being accommodated within the existing operational boundary of the substation.

- 2.2.6 The Mannington alternative would also require a longer onshore cable connection with extensive significant potential effects on designated sites, protected species and cultural heritage. Although effects could be mitigated, there would be much more wide-ranging effects on agricultural land, with the need for a much more substantial mitigation and compensation package. The urban nature of the route for the Lovedean onshore cable option avoids these potential effects with appropriate mitigation in place.
- 2.2.7 The marine cable for the Mannington option would need to be much longer and would have much greater potential impacts and risks to marine designated sites, the broader marine environment and shipping operations; the Lovedean connection minimises these risks.
- 2.2.8 A Mannington based converter station is also identified to be likely to give rise to wider-ranging visual effects, due to its presence in a much more flat and open landscape and being surrounded by a higher density of residential receptors than the Lovedean based converter station location. It is also not at all clear that there is sufficient land in the location of the converter station to accommodate an acceptable drainage solution.
- 2.2.9 As such, in addition to the Mannington option not being feasible because of the significant additional time to provide the same infrastructure capacity and because connecting to Mannington would mean the Project is no longer viable and would not proceed, it is also identified that a Mannington connection is likely to give rise to a higher level of impacts, require more mitigation, and result in a less optimal scheme after mitigation given the context of the receiving environment for all elements of the Proposed Development.
- 2.2.10 It is also clear that the Navitus Bay Offshore windfarm is not a determinative factor in why a connection to Mannington Substation is not feasible and thus not a reasonable alternative to the Proposed Development.
- 2.3 As noted in the Planning Statement Addendum, given the level and urgency of need for new energy infrastructure, and noting the very clear conclusion of the ExA that "*overall, the need case for the Proposed Development strongly outweighs the identified disbenefits*" (paragraph 12.2.1 of the ExA Recommendation Report), the SoS is required to be guided by the following principles when deciding what weight should be given to alternatives:
- 2.3.1 The SoS should be guided in considering alternative proposals by whether there is a realistic prospect of the alternative delivering the same infrastructure capacity (including energy security and climate change benefits) in the same timescale as the proposed development.
- (A) It has been shown that a Mannington connection would not deliver the same infrastructure capacity (including energy security and climate change benefits) in anything near the same timescale, and it should be afforded no weight accordingly and / or excluded on the grounds that it is not important and relevant to the SoS's decision.
- 2.3.2 Alternative proposals which mean the necessary development could not proceed, for example because the alternative proposals are not commercially viable or alternative proposals for sites would not be physically suitable, can be excluded on the grounds that they are not important and relevant to the SoS's decision.
- (A) It has been shown that a Mannington substation connection would render the Proposed Development unviable due to the significant additional cost this would entail. It has also been shown that there is not clarity that it would be possible to construct an acceptable form of the Proposed Development connecting to Mannington substation. The alternative Mannington substation connection should therefore be excluded on the grounds that it is not important and relevant to the SoS's decision and / or afforded no weight.

- 2.4 Taking the above into account, and moreover when considering fully the contents of the ES Addendum 3 and the Planning Statement Addendum in relation to the potential alternative Mannington substation connection, it is clear that a connection to Mannington substation is not a feasible and/ or viable alternative to the Proposed Development's connection to Lovedean substation. When having regard to relevant legal and policy requirements the Mannington option should not be an important and relevant consideration in determining the application and should not be attributed any weight accordingly.

3. **NORTH PORTSEA ISLAND COASTAL DEFENCE SCHEME ("NPICDS")**
- 3.1 The Applicant contacted Portsmouth City Council and Coastal Partners on 10 March 2023 to seek an update on the overlap of the two projects and confirmation of whether Portsmouth City Council remained willing to enter into the Co-Operation Agreement.
- 3.2 On 16 March 2023 the Applicant provided an updated memorandum detailing updates to its indicative construction programme. In summary it is anticipated that works in the areas of potential physical and temporal overlap with the NPICDS would be undertaken between April 2025 (Q2) to September 2025 (Q3) and April 2026 (Q2) to September 2026 (Q3).
- 3.3 On 21 March 2023 it was confirmed by Coastal Partners that the current programme in respect of the areas of overlap for the construction of the NPICDS is as follows:
- 3.3.1 Compound 1 to be reinstated by Winter (December) 2023 and handed back to Portsmouth City Council;
- 3.3.2 Compounds 2 and 3 to be reinstated by Autumn 2023;
- 3.3.3 Compound 4 to be reinstated in Autumn 2023;
- 3.3.4 Compound 5 to be reinstated in winter 2024 and reopened as a car park; and
- 3.3.5 Compound 6 to be reinstated by Autumn 2023.
- 3.4 It is therefore understood that based on the information provided by Coastal Partners in respect of the progress made and programmed to be made on the construction of the NPICDS that the construction periods for the Proposed Development and the NPICDS will not overlap. Accordingly, it is not anticipated that each project will need to use the compound areas at the same time as one another, and to identify joint working arrangements to accommodate this.
- 3.5 Whilst this is the case, the parties have agreed that the Co-Operation Agreement may still be entered into to ensure a framework is in place in the event the construction of the NPICDS is delayed for any reason. The parties have continued discussing the form of the Co-Operation Agreement since the decision to refuse the Order and the Applicant has agreed to minor amendments requested by Portsmouth City Council. Portsmouth City Council are understood to be in the process of confirming any final comments, following which it is anticipated engrossments will be circulated and the agreement entered into.
- 3.6 A copy of the most recent version of the Co-Operation Agreement, which identifies the minor matters which remain outstanding, is included at **Appendix 1** to this Statement for information.
- 3.7 It is identified by the Applicant that an Order requirement which requires the Co-Operation Agreement to be entered into prior to any works commencing which may affect the NPICDS is not necessary given the existing protections in the draft Order and noting any overlapping works is now unlikely, particularly where the Co-Operation Agreement has otherwise been entered into and which, based on the most recent feedback on 27th April 2023, it is expected it will be prior to any Order being made.

4. FRENCH LICENCES AND CONSENTS

- 4.1 As the SoS will be aware, the Applicant submitted a post hearing note in respect of the non-UK planning consents and approvals required in connection with AQUIND Interconnector (the "Project") dated 23 February 2021 (AS-069). Autorisation d'Occupation Temporaire ("AOT")
- 4.2 For the public roads and right of way where the Project is proposed to be located, requests for AOT were submitted to the CD76 (covering approx. 30km) and DIR-NO (approx. 5km) in March 2020. An additional request was submitted to DREAL (approx. 1km) in December 2020 in respect of a small section of the AOT submitted to the CD76 but which is under the stewardship of DREAL.
- 4.3 In November and December 2020, CD76 and DIR-NO issued draft agreements for the AOT in respect of 35km (97%) of the onshore cable route. Work to address the technical comments and requirements of these agreements took place in the spring of 2021. These agreements are expected to be finalised as part of the detailed design process, which will be undertaken prior to construction and following approval of the *Autorisation Environnementale*.
- 4.4 For information only:
- 4.4.1 CD76 are the Conseil Départemental de la Seine-Maritime, who are the departmental/county council of the Seine-Maritime department. The council is responsible for managing local affairs, including social services, roads, schools, and cultural activities.
- 4.4.2 DIR-NO are Direction Interdépartementale des Routes Nord-Ouest. This is the French government agency responsible for managing and maintaining highways in the north-western region of the country. The agency oversees the construction, maintenance, and safety of highways, and works to ensure the efficient flow of traffic.
- 4.4.3 DREAL are the Direction Régionale de l'Environnement, de l'Aménagement et du Logement. This is a regional government agency responsible for environmental protection, urban planning, and housing in France.
- 4.5 For the works area at landfall, a request for AOT was submitted to the Mayor of Hautot-sur-Mer (relating to a car park and mini-golf course only, covering approx. 2500m²) in June 2020. The Mayor of Hautot-sur-Mer declined the request for the AOT in October 2020. In December 2020 the Applicant informed the Mayor of its intention to challenge the decision, both in its form and its content.
- 4.6 On 9 March 2023 the *Tribunal Administratif de Rouen* ruled in the Applicant's favour and quashed the Mayor's decision not to grant the request for AOT. Following the decision of the Tribunal, the Applicant remains committed to working with the Mayor amicably and engagement to obtain the AOT for the landfall is ongoing. Following engagement a revised proposal for the AOT was issued by the Applicant 6 weeks ago and is currently being reviewed by the Mayor.
- Autorisation Environnementale**
- 4.7 As previously identified, the application for the environmental authorisation was submitted in October 2019. Whilst its administrative progress was suspended in the first half of 2020 as a result of the ongoing COVID-19 pandemic, the competent authorities resumed their examination work in the summer of 2020.
- 4.8 Initial comments and a request for supplementary information were sent to the Applicant in September 2020 following an evaluation by statutory consultees. The majority of these related to technical clarifications regarding the content of the application. Responses were provided in December 2020.
- 4.9 Further to this request for supplementary information, the Applicant initiated the procedures necessary to conduct the appropriate hydrogeological investigation alongside the cable route. An *Arrêté Préfectoral* for these works was obtained on 6 May 2022 and the

hydrogeological investigation work took place in December 2022, with monitoring scheduled for the entirety of 2023 due to the need for this to be undertaken for a 12 month period. These works are to provide a better understanding of the impact that the cable installation would have on wetland around Le Hamelet, which was information requested from the Applicant in September 2020.

- 4.10 In March 2023, the Applicant provided RTE (the French national transmission system operator) evidence of the works described in paragraph 4.9, following which RTE confirmed the progress made in the consenting process and the ongoing validity of the agreement for the Project's connection to Barnabos switching station in France.
- 4.11 Following the request for AOT being declined in October 2020 by the Mayor of Hautot-sur-Mer, the Applicant was at that time not able to provide evidence that the easement required for the works to take place at landfall (a 50m x 50m area on the seafront car park at Hautot-sur-Mer) had been secured. As such, the Préfecture rejected the application. As is detailed above at paragraph 4.9, that rejection by the Mayor of Hautot-sur-Mer has since been quashed, and the Applicant is in the process of re-engaging to obtain the AOT.
- 4.12 With regard to the further processes that need to be followed to obtain the *Autorisation Environnementale* once the issues regarding the land rights have been resolved:
- 4.12.1 The next stage is the progression of the application to be examined by the "*Conseil General de l'environnement et du développement durable*" (CGEDD). The CGEDD is the environmental authority that validates the application as compliant with the relevant EIA regulations.
- 4.12.2 Once the application is validated the *Préfecture* then provides a preliminary opinion, which marks the beginning of the public inquiry into the application.
- 4.12.3 The public enquiry lasts for a period of 2 to 4 months and gives the public the opportunity to provide representations in relation to the application file submitted by the applicant and the responses from the statutory consultees, the CGEDD and the *Préfecture*.
- 4.12.4 The "*commissaire enquêteur*" then collates this information from all relevant persons in relation to the application and produces a report summarising the findings and making recommendations. Following this, the *Préfecture* delivers an *Arrêté Préfectoral* confirming the decision on whether to grant the *Autorisation Environnementale*.
- 4.13 Based on experience of similar *Autorisation Environnementale* processes, it is anticipated that a decision to grant this would take approximately 12 months following the obtainment of the AOT for the landfall.

Proposed Article to be included within the Order

- 4.14 The Applicant has had sight of the views of Secretary of State's officials¹ in respect of how the Order should be made, and it is noted in this regard that they recommended an additional article be included in the Order which provides that compulsory acquisition powers should not be exercised and development should not commence for the UK onshore elements of the Proposed Development until the Applicant has received the *Autorisation Environnementale* (environmental permit application under Article L. 181-1 of the Environmental Code) from the French authorities.
- 4.15 The Applicant confirms that should the SoS be minded to make the Order and to include such an article in the Order it has no objection to the inclusion of such an article, and a draft proposed form for such an article is provided below:

French environmental authorisation

52. – (1) The authorised development landwards of MHWS must not commence, works comprised in Work No. 2(bb) and the removal of hedgerows, trees and

¹ This information was disclosed to the Applicant as part of the Judicial Review proceedings in connection with the previous decision of the Secretary of State

shrubs must not be undertaken and the undertaker must not exercise the powers in articles 20 to 30 (excluding article 30 where necessary in connection with the carrying out of onshore site preparation works) until an Autorisation Environnementale under Article L. 181-1 of the Environmental Code (or such environmental authorisation as is required pursuant to any successor legislation) in France has been obtained in respect of the parts of AQUIND Interconnector which are to be located in France and in French Waters.

4.16 The form of this article, including the use of the term ‘commence’ and the detailing of the specific works which fall within the definition of ‘onshore site preparation works’ and which would be permissible to be undertaken but for their express exclusion, has been drafted so as to allow the carrying out of onshore site preparation works, other than the works comprised in Work No. 2 (bb) (access junction and gated highway link) or the removal of hedgerows, trees and shrubs, prior to the *Autorisation Environnementale* being obtained, as it is considered appropriate for the other preparatory activities which are of a temporary nature to be undertaken before this and expedient in the interest of the delivery of the Proposed Development in shortest possible timeframe thereafter.

4.17 **Regulatory Status**

4.18 In the UK the Applicant has applied to Ofgem for an Initial Project Assessment within the Third Cap and Floor Window. On 24 February 2023 Ofgem confirmed the eligibility of the Applicant’s request for Cap and Floor for further consideration. Ofgem is expected to advise on the next steps in this process shortly. One of the key components of consideration by Ofgem is the maturity of applying projects, including environmental permitting.

4.19 In France, the Project is expected to be regulated under the exempt status. Following the end of the Examination, the EU-UK Trade and Cooperation Agreement (“TCA”) was ratified, approved by the European Council and published in the Official Journal of the European Union on 30 April 2021, and this was also implemented in the UK via the European Union (Future Relationship) Act 2020. Following the conclusion of the Windsor Framework, the Applicant expects that the implementation of the outstanding provisions of the TCA, including the arrangements provided for in Articles 310 to 312 and Annex 29, will be completed by the UK Government and the EU at pace.

4.20 As advised in the Applicant’s Post-Hearing Note – CAH3 (AS-069), the Board of Appeal of ACER (the “ACER BoA”) was due to make a new decision on the Applicant’s appeal against the decision of ACER to reject the Applicant’s Exemption Request following the judgment of the General Court of the European Union on 18 November 2020, which was confirmed by the judgment of the Court of Justice of the European Union on 9 March 2023, and which quashed the original ACER BoA decision of 25 October 2018.²

4.21 However, the ACER BoA during the new consideration of the Applicant’s appeal against the decision of ACER to reject the Applicant’s Exemption Request found on 04 June 2021 that the Applicant’s appeal was inadmissible due to Brexit, and that following 31 December 2020 exemption decisions must be taken in accordance with the TCA.

4.22 The Applicant’s ability to secure an exemption in accordance with the TCA remains is unaffected.

Concluding remarks

4.23 The Applicant has properly managed and is continuing to properly manage the approvals and consents required for the Project, beyond those which would be provided by virtue of the grant of the Order. The Applicant is also continuing to progress the application for regulatory approvals required for the Project to operate in both the UK and France in accordance with the frameworks and timescales for those processes in each country.

² ACER appealed that judgment and by the judgment of the Court of Justice of the European Union of 09 March 2023 in the case C-46/21 the ACER’s appeal was rejected - [REDACTED]

Inevitably, the decision to refuse the development consent had a chilling effect on the progress of the other consents and approvals which are required.

- 4.24 The Applicant has demonstrated the pathway it is following to secure the required consents and to settle the Project's regulatory status, and that there is a reasonable prospect that the relevant applications will be successful, such that funding can be secured to enable compulsory acquisition within the statutory period following the Order being made.
- 4.25 The Applicant is confident of this position, and it is on this basis that the Applicant has confirmed it would be amenable to the inclusion of an additional article in the Order in the form set out above, should the SoS be minded to include this in any Order made.

5. ENVIRONMENTAL INFORMATION

5.1 As detailed in ES Addendum 3 which is submitted alongside this Statement, the Applicant's environmental consultants have considered:

5.1.1 the continuing validity of the surveys and data which underpin the assessment of likely significant effects in connection with the Proposed Development; and

5.1.2 details of any new plans or projects which should be included in updated cumulative assessments, and any other amendments required to the assessment as a consequence of changes in respect of cumulative development schemes.

5.2 Survey and data validity

5.3 In relation to the onshore environment, the findings of the review are that the data sources have either not been superseded or that there would be no significant changes to the conclusions already made. Therefore, the existing assessments remain valid. A validation study has been undertaken and this has concluded that there are no notable changes to the baseline and the existing assessment remains valid.

5.4 In relation to the marine environment, the data sources reviewed have either not been superseded or a review has indicated that there would be no significant changes to the conclusions already made. Therefore, the existing assessments remain valid.

5.5 In conclusion, the analysis has indicated that, although some new environmental information has come forward, the conclusions of all assessments previously undertaken remain valid.

5.6 On a precautionary basis, the Onshore Outline Construction Environmental Management Plan has been updated to include a requirement for re-surveying in relation to badgers and bats prior to works commencing at the Converter Station Area which may affect those species and the habitats in which they may be present.

5.7 Cumulative development review

5.8 A full review of cumulative schemes has been undertaken. This included a review of the status of schemes included in the previous assessment, removing schemes which have been completed and assessing them as part of an updated baseline; and identifying and considering the cumulative effects of new developments arising since the previous assessment.

5.9 For the onshore elements of the Proposed Development, the construction of 25 developments included in the previous assessment have been completed and now represent baseline receptors, with a further 3 development applications withdrawn. A review of the assessment has been undertaken and no new significant effects have been identified for these receptors and the findings of the 2019 ES and 2020 ES Addendum remain valid.

5.10 10 new developments have been identified. Significant residual cumulative effects were predicted to result from the cumulative contribution of impacts from the Proposed Development with the proposed solar farm at Denmead Farm in relation to landscape and visual amenity, temporary and permanent loss of agricultural land and disruption and disturbance socio-economics receptors. No other additional cumulative effects have been identified.

5.11 With regard to the solar farm development, the Applicant has been engaging with the applicant for this scheme, the host local planning authorities and the highway authority since the submission of this application. It has been identified that there would be a need for the joint management of construction traffic for both schemes to ensure the level of HGV movements remain within levels assessed to be acceptable in connection with the Proposed Development. In this regard it is identified that the maximum daily number of 71 two-way HGV movements at the access junction would not be exceeded by the concurrent construction of both the solar farm and the Proposed Development. This would be secured by an update to Requirement 17 of the Order, in addition to a planning condition to be

imposed on any planning permissions granted for this development and the entering into of a co-operation agreement between the Applicant and the applicant for the solar farm development. The Applicant has produced and issued the Co-operation Agreement and has confirmed to the relevant authorities its willingness to work with the solar farm developer. It is understood from discussions with the relevant authorities that they are all content with this approach and will confirm the same in submissions to be made to the SoS.

- 5.12 For the marine element of the Proposed Development, a review of all cumulative schemes has been undertaken and no additional significant cumulative effects have been identified. The conclusions of the marine cumulative effects assessments previously reported in the 2019 ES and 2020 ES Addendum therefore remain valid.

5.13 **Habitats regulations assessment validity review**

- 5.14 A review has also been undertaken of the Habitats Regulations Assessment (HRA) for the Proposed Development (REP8-020) to confirm its continuing validity, and a report is submitted alongside this Statement which details the findings of this review.

- 5.15 A summary of the conclusions of this review exercise is as follows:

5.15.1 In all cases, no new sites have been designated that would require consideration in the HRA, based upon the same screening criteria as employed for the initial application or based on updated published foraging ranges. This included consideration of both UK (marine and terrestrial) and transboundary European sites. Therefore, the existing assessments remain valid.

5.15.2 In all cases, no new features have been identified, and there have not been any changes to the relevant features already assessed for both UK (marine and terrestrial) and transboundary European sites. Therefore, the existing assessments on features remain valid.

5.15.3 In all cases, no additional pressures or effects have been identified for assessment at any phase of development. Therefore, the existing assessments remain valid.

5.15.4 In all cases, no additional attributes/targets have been identified for assessment at any phase of development and there are no changes to the conservation objectives already assessed for both UK (marine and terrestrial) and transboundary European sites. Therefore, the existing assessments remain valid.

5.15.5 In all cases, no additional attributes/targets have been identified for assessment at any phase of development and there are no changes to the conservation objectives already assessed for both UK (marine and terrestrial) and transboundary European sites. Therefore, the existing assessments remain valid.

6. **UPDATES ON NEED AND COMPLIANCE WITH UPDATED OR EMERGING POLICY**

Need for the Proposed Development

- 6.1 In light of the time that has passed since the decision of the SoS to refuse the Order the Applicant has reviewed the continuing needs case for the Proposed Development and submitted alongside this Statement is a Needs and Benefits Third Addendum.
- 6.2 The Needs and Benefits Third Addendum provides an update on new and emerging policy, publications and analysis since the last addendum in January 2021, which further highlights and supports the compelling needs case for the AQUIND Interconnector. This includes:
- 6.2.1 an update in relation to national planning policy including the draft NPS EN-1 (September 2021 and March 2023) insofar that the draft policies may be considered important and relevant under s104 of the PA2008;
 - 6.2.2 reference to other government publications relating to the strategy to deliver net zero objectives and energy security and in particular further support for the role of interconnector projects;
 - 6.2.3 an update on the Ten-Year Network Development Plan (TYNDP) 2022 following the summary in the Second Needs and Benefits Addendum (REP7-064) on the TYNDP 2020.
- 6.3 It is identified that the need for the Proposed Development has become stronger and more urgent in the intervening time period. The considerations explained in the Needs and Benefits Third Addendum all further support the compelling need for the Project and the national scale benefits of delivering energy security, integration of renewables and contributing to significant reductions in carbon emissions and reducing electricity prices.
- 6.4 This compelling need for and the benefits of AQUIND Interconnector on a national level should be afforded very substantial weight in the planning balance by the SoS when taking his decision on whether to make the Order.

Compliance with updated or emerging policy

- 6.5 The Planning Statement Addendum submitted alongside this Statement provides an updated policy analysis where any adopted or emerging national or local policy has evolved since the application since preparation of the Planning Statement in November 2019, the examination of the application between September 2020 and March 2021 and the publication of the ExA's report in June 2021. This includes the consideration of the draft updates to NPS EN-1, updates made to the NPPF and the position in respect of local development plan policy for the area in which the proposed Development is located.
- 6.6 In respect of the draft updates to NPS EN-1, whilst there are proposed amendments to policies in relation to the expectations for the Applicant's assessment (including reference to provisions, guidance or data emerging after the examination of the application) – for example the new requirement for a stand alone GHG assessment - it is not considered that the updates to decision making policies in the Generic Impacts have any material bearing on the conclusions reached by the ExA on these topics in making its recommendation.
- 6.7 The publication of the 2023 draft EN-1 does, however, further strengthen the urgent need for energy infrastructure including specific reference to the role of interconnectors.
- 6.8 With regard to the NPPF, the findings of the review undertaken and reported in the Planning Statement Addendum are that adoption of the replacement NPPF in 2021 and publication of the draft in 2022 therefore has no material bearing on the conclusions set out in the overall planning balance in the ExA's Recommendation Report.
- 6.9 With regard to local development plan policy, it is identified in the Planning Statement Addendum that there has been very little change to the adopted development plan position since the publication of the ExA's Recommendation Report and any emerging policy is at an early consultation stage. The policies that the ExA took into consideration in its recommendation for approval (as listed at paragraphs 3.12.6 to 3.2.11 of the

Recommendation Report) therefore remain up to date (other than references to draft plans that have been subsequently abandoned).

7. OTHER MATTERS

7.1 Commercial use of fibre optic cables

7.2 During the Examination of the Application there was much discussion regarding whether or not the use of the fibre optics cables for commercial telecommunications purposes was lawful to be included within the Order.

7.3 Whilst the Applicant remains of the view that the use of the fibre optics cables for commercial telecommunications purposes can lawfully be included in the Order, the Applicant is also aware that this issue was contentious and could be used as a basis on which to challenge a future decision to grant the Order. With that in mind, and in the interest of avoiding further unnecessary delay to the Proposed Development coming forward, the Applicant has taken the decision to remove the use of the fibre optics cables for commercial telecommunications purposes from the Order.

7.4 The version of the draft Order submitted alongside this response statement (revision 012) incorporates the amendments discussed at paragraph 5.4 of the Applicant's Response to the Third Information Request.

7.5 Other amendments to the draft Order

7.6 In addition to the amendments discussed at paragraph 7.4 above and the addition of the article discussed at paragraph 4.16 above, the Applicant has also made the following amendments to the draft Order submitted alongside this response statement (revision 012):

7.6.1 The amendments to the DCO discussed at section 4 and paragraph 5.35 of the Applicant's Response to the Second Information Request;

7.6.2 The addition of Article 52, discussed at paragraph 4.16 above;

7.6.3 The update to Requirement 17 discussed at paragraph 5.11 above;

7.6.4 Corrections to the errors in the revision references within schedules 4, 5, 6 and 7 discussed at paragraphs 5.6 and 5.7 of the Applicant's Response to the Third Information Request;

7.6.5 The amendments suggested by the ExA at Table 11.1 of the Recommendation Report; and

7.6.6 Minor amendments to add additional co-ordinates to fully reflect the extent of the marine cable corridor for the Proposed Development.

7.7 A track change version of the draft Order, which shows amendments against Revision 011 of the draft order submitted alongside Applicant's Response to the Third Information Request, is submitted alongside this response statement showing all changes made.

7.8 Crown land

7.9 The Applicant has noted that at paragraph 10.10.1 of the ExA Recommendation Report it is stated that "*the CA powers sought in respect of Crown land should not be granted until the necessary consent from the Crown Estate has been obtained or the Recommended DCO has been amended and until the particular circumstances in relation to Plot 3-21 have been reviewed*".

7.10 The Crown Estate submitted a letter to PINS dated 16 March 2021 which confirmed their consent to the compulsory acquisition of the interests in Plots 7-22, 7-24 and 10-38 for the purpose of section 135(1) of the Act. As such, there is not an absence of consent as stated at paragraph 10.6.41 – 10.6.42 of the ExA Recommendation Report. A copy of that letter is included at **Appendix 2** to this statement for completeness.

7.11 The only other plot of land detailed in the Book of Reference as being in the ownership of the Crown Estate is Plot 3-21. As noted at paragraph 10.4.6.2 of the ExA Recommendation Report, the Crown Estate has confirmed that it does not consider that the escheat land at Plot 3-21 forms part of the Crown Estate and therefore does not consider that it can grant a consent in relation to it under s135 of the Act (REP8-060), and that it also advises that it

would be unlikely to interfere with the compulsory acquisition sought or the carrying out of any works under a DCO.

- 7.12 Noting this, it is identified by the Applicant that there is no reason why the powers of compulsory acquisition sought in respect of Crown land should not be granted.

APPENDIX 1
Draft Co-Operation Agreement

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HSF Draft: 16 April 2023

DATED _____ 2023

(1) AQUIND LIMITED

(2) PORTSMOUTH CITY COUNCIL

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

Herbert Smith Freehills LLP

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THIS AGREEMENT is made on

2023

BETWEEN:

- (1) **AQUIND LIMITED** (company registration number 06681477) whose registered office is at 5 Stratford Place, London, England, W1C 1AX (the "**Undertaker**"); and
- (2) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Walk, PO1 2AL (the "**Council**")

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 as Lead Local Flood Authority.
- (D) Coastal Partners is a shared service between five 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) The Council holds the capital budget for the Coastal Defence Works and through Coastal Partners' team of specialist officers is undertaking works to deliver the North Portsea Island Coastal Defence Scheme Phase 4B between Milton Common, Eastern Road and Kendall's Wharf and Phase 5 at Ports Creek in Portsmouth in areas which are overlapped by the Order Limits and in due course in the event that the Order is made it may be necessary for works to construct the Authorised Development to be undertaken in areas which are also being utilised at the same time by the Council in connection with the delivery of the North Portsea Island Coastal Defence Scheme.
- (F) The Undertaker and the Council acknowledge the need to co-operate with one another and to maintain dialogue between the Undertaker's professional team and the Council's Coastal Partners team in connection with ensuring the delivery of Phase 4B of the North Portsea Island Coastal Defence Scheme and the Authorised Development between Milton Common, Eastern Road and Kendall's Wharf and Phase 5 at Ports Creek in the event that works to construct the Authorised Development are undertaken in parallel with the North Portsea Island Coastal Defence Scheme and the Parties are entering into this agreement to document the processes to be undertaken to ensure co-operation between them and provide for the consequence of any failure of either party to co-operate in accordance with this agreement
- (G) The Parties are entering into this Agreement which is to be a deed on the understanding that the Undertaker and the Council will perform the covenants contained herein.
- (H) The Parties are entering into this Agreement and acknowledge that the Parties also intend to enter into the Land Option Agreement and the Council may only enter into the Land Option Agreement if this Agreement has been signed and completed, both agreements being conditional upon the Order being duly made and upheld by the Court in the event of any challenge proceedings to the Order.

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 draft Order dated 5 March 2021 and includes the use and maintenance of the authorised development and construction of any works authorised by the protective provisions to the Order;
"Coastal Partners" or "CP"	the shared service between the Council, Gosport Borough Council, Havant Borough Council, Chichester District Council and Fareham Borough Council to provide an effective and efficient coastal flood and erosion risk management service across partnering authorities through co-ownership of objectives under the provisions of the Local Government Act 1972 and the Local Government Act 2000 (as in force 5 December 2011 and without prejudice to any subsequent enabling powers) and for the purposes of this agreement, Coastal Partners officers act under the instruction of the Council;
"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;
"Coastal Defence Works"	means the works to deliver North Portsea Island Coastal Defence Scheme, and for the purposes of this Agreement 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, and Phase 5 at Ports Creek (planning permission to be sought after the date of this Agreement), and any subsequent related planning permissions concerning Phases 4b or 5 in so far as such works are within the Overlap Areas only;
"Commencement and Duration Notice"	a notice provided in accordance with Clause 3.1 of this Agreement detailing the

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	anticipated date of commencement and duration of Undertaker's Works for consideration by the Council;
"Emergency"	means an "emergency" in accordance with how that term is defined in section 1(1) of the Civil Contingencies Act 2004;
"Emergency Works"	means works to the Coastal Defence Works (whether in Phase 4b or Phase 5 or any other phase) to address an Emergency;
"Information Acts"	means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004;
"Land Option Agreement"	means a separate agreement for the Undertaker to acquire land and land rights as well as pay costs and where necessary compensation in respect of temporary rights to use land owned by the Council and required for the construction, operation and maintenance of the Authorised Development;
"Method Statement"	means a method statement detailing how the Undertaker's Works and the Coastal Defence Works where they are 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) in relation to such works: <ul style="list-style-type: none">a) details of the areas of works for each of the Undertaker's Works and the Coastal Defence 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 Coastal Defence Works within the relevant Overlap Area including the programme for the reconfiguration of any Coastal Defence Works work compound areas;d) details and timing of the reinstatement works to be

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SUBJECT TO CONTRACT**

undertaken by the Undertaker following the Undertaker's Works being undertaken (which for the avoidance of doubt and save where otherwise expressly provided for in this Agreement shall in no circumstances be required to be of a standard which is higher than the standard of reinstatement required by the Order); and

- e) an estimate of the reasonable and proper costs to be incurred by the Council to facilitate the Undertakers Works within the relevant Overlap Area (if any);

"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 Coastal Defence Works to be carried out within the relevant Overlap Areas consecutively, save for in event of unforeseen delay to the Coastal Defence Works in which case this Agreement shall facilitate the Undertaker's Works and the Coastal Defence Works in parallel with one another;

"Non-Emergency Remedial Works"

works of repair or making-good to the Coastal Defence Works within any Overlap Area that is the subject of an agreed or determined Method Statement and which are not Emergency Works;

"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 areas shown edged with blue or purple dashed lines on the plans appended at **Appendix 1** to the Agreement;

"the Parties"

means the Council and the Undertaker;

"Phase 4b"

means the Eastern Road section of the Coastal Defence Works, seawall works extending from Kendall's Wharf in the north, down to Milton Common in the south, as described in Section 4.3.5 of 'Chapter 4 – Proposed Scheme of the Environment Statement', Planning

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Permission Ref No. 19/01368/FUL dated 20 February 2020 issued by the Council;

"Phase 5"

means the Portscreek section of the Coastal Defence Works, an earth embankment and rock revetment extending from Ports Bridge in the west, along the southern coastline of Ports Creek to the Ports Creek railway bridge in the east, as described in Section 4.3.2 of 'Chapter 4 – Proposed Scheme of the Environment Statement', Planning Permission Ref No. 19/01368/FUL dated 20 February 2020 issued by the Council and for which planning permission in respect of this particular phase has yet to be obtained;

"Secretary of State"

means the Secretary of State for Energy Security and Net Zero (or any such successor Secretary of State performing that function);

"Undertaker's 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;

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- 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 unless otherwise provided for references in this Agreement 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 dated 5 March 2021 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 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 2.2 The parties to this Agreement 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.
- 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 the Council pursuant to Clause 3.2 below the Undertaker shall inform the Council of the intended date for the commencement and the anticipated duration of the Undertaker’s Works in any Overlap Area (“the Commencement and Duration Notice”) which shall contain a request to confirm the matters set out in Clause 3.2
- 3.2 Following receipt of the Commencement and Duration Notice the Council shall respond within not more than 10 Working Days setting out:
- 3.2.1 the Coastal Defence 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 set out in the Commencement and Duration Notice; and
 - 3.2.2 any access requirements for the Council in connection with the Coastal Defence Works within the Overlap Area;
 - 3.2.3 the location of the Coastal Defence Works within the Overlap Area on drawings and/or plans
- during the anticipated period of the Undertaker’s Works.
- 3.3 Subject to Clause 3.6 following receipt of the response in Clause 3.2, not less than 3 months prior to the intended date of the commencement of the Undertaker’s Works in any Overlap Area the Undertaker shall provide the Council with a draft Method Statement in writing setting out the Undertaker’s proposals for the Undertaker’s Works and identifying the Coastal Defence Works to be carried out within the relevant Overlap Area as described in the Council’s response and the parties shall use reasonable endeavours to agree a final Method Statement within not more than 20 Working Days of the date of the provision of the Method Statement by the Undertaker to the Council

**DRAFT
SUBJECT TO CONTRACT**

- 3.4 Subject to Clause 3.6 where any Method Statement has not been agreed within 30 Working Days of the of the date of the provision of a draft Method Statement by the Undertaker to the Council any party may refer any dispute regarding the agreement of the Method Statement to the Expert for determination in accordance with Clause 7
- 3.5 The Parties agree to comply with the provisions of any Method Statement agreed between the parties or determined by the Expert in accordance with Clause 7 in relation to the undertaking of the Undertaker's Works by the Undertaker and the undertaking of the Coastal Defence Works by the Council through CP in any Overlap Area.
- 3.6 Where in the response to the Commencement and Duration Notice referred to in Clause 3.2 the Council confirm that during the anticipated period of the Undertaker's Works as set out in the Commencement and Duration Notice:
- 3.6.1 there are not any Coastal Defence Works which will be being undertaken and/or will be located in the relevant Overlap Area(s); and
- 3.6.2 there are not any access requirements in connection with the Coastal Defence Works within the relevant Overlap Area(s);
- the parties confirm 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(s), without prejudice to the Council's rights and the Undertaker's obligations under the Order or any other enactment, any other contract or any rule of law.
- 3.7 The Undertaker covenants not to commence Undertaker's Works in any Overlap Area or enter onto any relevant Overlap Area under this or any other agreement or any other power unless and until a relevant Method Statement has been agreed between the Parties or determined by the Expert or it has been confirmed by the Parties that a Method Statement is not required for those works in accordance with Clause 3.6.
- 3.8 The Undertaker covenants that in the event of any Emergency notified to it by the Council the Undertaker shall facilitate the Council's access to the Overlap Areas to carry out any Emergency Works without delay.
- 3.9 The Council covenants that in the event of any Non-Emergency Remedial Works being required within an area subject to an agreed or determined Method Statement it will not seek to enter into and carry out such works within any Overlap Area unless express prior written consent is given by the Undertaker.

4. MEMORANDUM OF UNDERSTANDING

- 4.1 It is acknowledged and agreed by the Undertaker and the Council as follows:
- 4.1.1 the Memorandum of Understanding identifies indicatively proposals for the Undertaker's Works and the Coastal Defence Works to be carried out within the relevant Overlap Areas in the event of delay to the Coastal Defence Works;
- 4.1.2 the proposals for the Overlap Areas detailed in the Memorandum of Understanding are agreed to be acceptable in principle on the understanding that the Undertaker shall not commence the Undertaker's Works any sooner than the dates given in the Memorandum of Understanding; 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 are not required to do so).

5. COSTS EXPENSES AND LOSSES

- 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 for or in connection with the preparation and negotiation of this Agreement up to the sum of [xxx].

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- 5.2 The Undertaker agrees to pay the reasonable and proper costs of the Council for:
- 5.2.1 providing information further to a request from the Undertaker pursuant to Clause 3.1; and
- 5.2.2 the review and agreement of any Method Statement in accordance with Clause 3.2;
- to be calculated based on an agreed rate of £79 per hour (exclusive of VAT) which is reflective of the not-for-profit cost of the Council within not more than 20 Working Days following the receipt of proper invoices and evidence to substantiate the same.
- 5.3 The Undertaker agrees to pay the reasonable and proper costs, expenses and/or losses of the Council in relation to compliance by the Council with any Method Statement agreed between the parties or determined by the Expert in accordance with Clause 7 in so far as are reasonably necessary to facilitate the delivery of the Undertaker's Works within any of the Overlap Areas.
- 5.4 Prior to the commencement of the Undertaker's Works in any relevant Overlap Area the Undertaker shall pay to the Council an amount which is equivalent to the estimated reasonable and proper costs and/or expenses to be incurred and/or anticipated losses by the Council to facilitate the Undertaker's Works within the relevant Overlap Area in accordance with the relevant Method Statement agreed between the parties or determined by the Expert in accordance with Clause 7.
- 5.5 The Undertaker shall not commence the Undertaker's Works in the event that the estimated reasonable and proper costs, expenses and/or losses as agreed in the relevant Method Statement have not been paid to the Council at the following bank account:
- | | |
|-------------------|-----------|
| Barclays Bank plc | |
| Sort code: | 20-69-57 |
| Account number: | 23526623 |
| Reference: | AQUIND-CP |
- or such other bank account as the Council may notify the Undertaker of from time to time.
- 5.6 Following the completion of the Undertaker's Works in any relevant Overlap Area by the Undertaker in accordance with the relevant Method Statement agreed between the parties or determined by the Expert in accordance with Clause 7 the Council shall confirm the said completion of the Undertaker's Works has occurred in accordance with the relevant Method Statement within 5 Working Days of the date of completion being notified by the Undertaker.
- 5.7 On receipt of the confirmation by the Undertaker of the completion of the Undertaker's Works the Council shall respond within 55 Working Days setting out the reasonable and proper costs, expenses and/or losses incurred by them in facilitating the Undertaker's Works within the relevant Overlap Area in accordance with the relevant Method Statement and shall provide invoices and evidence to substantiate the same and:
- 5.7.1 where those reasonable and proper costs, expenses and/or losses incurred exceed the amount paid by the Undertaker and received by the Council pursuant to Clause 5.4 the Undertaker shall pay to the Council the amount of that exceedance within 30 Working Days; or
- 5.7.2 where those reasonable and proper costs, expenses and/or losses incurred are less than the amount paid by the Undertaker to and received by the Council pursuant to Clause 5.4 the Council shall reimburse the Undertaker an amount equivalent to the amount by which the payment made by the Undertaker exceeded the reasonable and proper costs, expenses and losses incurred by the Council within 30 Working Days.
- 5.8 The Undertaker agrees to reimburse the Council additional costs which are reasonably and properly incurred by them in connection with the Coastal Defence Works as a consequence of the Undertaker's Works being undertaken within any of the Overlap Areas (for the avoidance of doubt including costs incurred by the Council by reason of the

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Coastal Defence Works being delayed as a consequence of the Undertaker's Works being undertaken and impacting the Coastal Defence Works) subject to the receipt of proper invoices and evidence in relation to those costs being incurred as a consequence of the Undertaker's Works.

- 5.9 When incurring costs, expenses or losses which are payable by the Undertaker the Council must at all times act reasonably and in the same manner as they would if they were funding the cost, expenses or losses themselves.
- 5.10 The Undertaker shall indemnify the Council in respect of all reasonable and proper 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 in breach of a Method Statement agreed between the parties or determined by the Expert in accordance with Clause 7.
- 5.11 Nothing in this Agreement shall impose any liability on the Undertaker with respect to any costs, expenses or losses incurred by the Council in so far as such cost is attributable to the act, neglect or default of the Council, its officers, contractors or agents.
- 5.12 Each of the parties to this Agreement shall use reasonable endeavours to minimise any costs, expenses and losses to be incurred and if requested to by the other party 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 and properly incurred by the Council.
- 5.13 It is acknowledged by the Undertaker and the Council that the Undertaker shall be responsible for any and all reasonable and proper costs, expenses and losses incurred in relation to and as a consequence of the Undertaker's Works save in respect of any costs, expenses or losses incurred as a result or as a consequence of any non-compliance by the Council with the provisions of this Agreement or any Method Statement agreed between the parties or determined by the Expert in accordance with Clause 7 which the Council shall be liable in respect of.
- 5.14 The Council shall not be entitled to be compensated in respect of the same matter both under this Agreement and under any other enactment, contract or any rule of law or under two or more provisions of this Agreement and for the avoidance the Council shall in no circumstances both be entitled to compensation in respect of the same matter under this Agreement or otherwise.
- 5.15 For the avoidance of doubt in the event that the Council considers that it wishes to seek compensation for loss concerning matters covered by this Agreement under any other enactment, contract or any rule of law other than under this Agreement including the Order, the Council will notify the Undertaker.
- 5.16 Where the Undertaker undertakes the Undertaker's Works in the Overlap Area identified as "*Land South of Harvester (Great Salterns Mansion) (Section 8) / CP's Compound 4*" in the Memorandum of Understating, the Undertaker agrees, subject always to compliance with the Order, to:
- 5.16.1 upon completion of the Undertaker's Works within the Overlap Area identified as "*Land South of Harvester (Great Salterns Mansion) (Section 8) / CP's Compound 4*" in the Memorandum of Understating, plant the 7 trees (labelled 12No. PINn; 3No. QUEp; 2No. TIL) and implement the new wildflower grass seeded banks between Eastern Road and coast path as shown on drawing titled 'Landscape Plan Sheet 5 of 8', numbered NPI_DD_03-RHD-MS-Z4-DR-C-0085 Rev C03 and located at Appendix 3 to this Agreement at its own cost ; and,
- 5.16.2 implement at its own cost the associated planting and maintenance specification as detailed in Appendix 3 in respect of the trees and wildflower grass seed for the 2 years following the conclusion of the landscaping works in clause 5.16.1 by the

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Undertaker or pay to the Council the costs to the Council of so doing (at the Undertaker's election).

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 Undertaker's Works or the Coastal Defence 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 as to the propriety and/or necessity of any cost or and any question of reasonableness of 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 7 shall be taken to fetter the ability of any party to seek legal redress of any breach of the obligations contained in this Agreement.

8. CONFIDENTIALITY

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

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SUBJECT TO CONTRACT**

- 8.3 Notwithstanding any other provisions of this Agreement, the Council 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 Coastal Defence 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 Coastal Defence 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 the Council 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 the Council (such consent not to be unreasonably withheld or delayed).

9.3 the Council may novate the benefit and the burden of this Agreement, without the Undertaker's prior written consent, to a successor of the Council's duties or undertaking or to a subsidiary or affiliate who shall be transferred the Council's duties or undertaking in respect of the Coastal Defence 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 (as is relevant) under this Agreement and the Council (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 the Council with written notification of such withdrawal within 10 Working Days of the Undertaker notifying the Secretary of State 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 having decided the application for the Order decides to refuse development consent and the Undertaker not choosing to bring a statutory challenge in relation to such refusal, in which case the Undertaker will provide the Council with written notification thereof within 10 Working Days of its decision or the period to bring a statutory challenge expiring without any statutory challenge

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SUBJECT TO CONTRACT**

being lodged by the Undertaker 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 challenge proceedings in respect of the decision in relation to the Order the decision is quashed and the Court orders the application for the Order to be remitted to the Secretary of State and the application for the Order is subsequently refused and the Undertaker chooses not to bring a statutory challenge in relation to such refusal, in which case the Undertaker will provide the Council with written notification thereof within 10 Working Days of its decision or the period to bring a statutory challenge expiring without any statutory challenge being lodged by the Undertaker and this Agreement will terminate immediately on the date of delivery of the notice in accordance with clause 12.

- 10.2 A Method Statement may be terminated by the Council where the Undertaker has committed a material breach of the said Method Statement and that material breach has not been rectified to the Council's satisfaction within 7 days of notification of the breach by the Council.

11. VARIATIONS

- 11.1 No variation of this Agreement is effective unless it is duly executed 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 the Council, 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 the Council 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 [REDACTED]

- 12.4 Any notice sent by the Undertaker to the Council in accordance with clause 12.1 shall be addressed to the North Portsea Island Coastal Defence Scheme Project Manager, c/o City Solicitor, Portsmouth City Council, Civic Offices, Guildhall Square, Portsmouth PO1 2AL and shall also be sent to the Council by e-mail to [REDACTED]

13. NEGLIGENCE

- 13.1 Nothing in this Agreement imposes any liability on the Undertaker or the Council 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 the Council 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

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SUBJECT TO CONTRACT**

(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.

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IN WITNESS whereof this Agreement has been duly executed as a deed 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:)

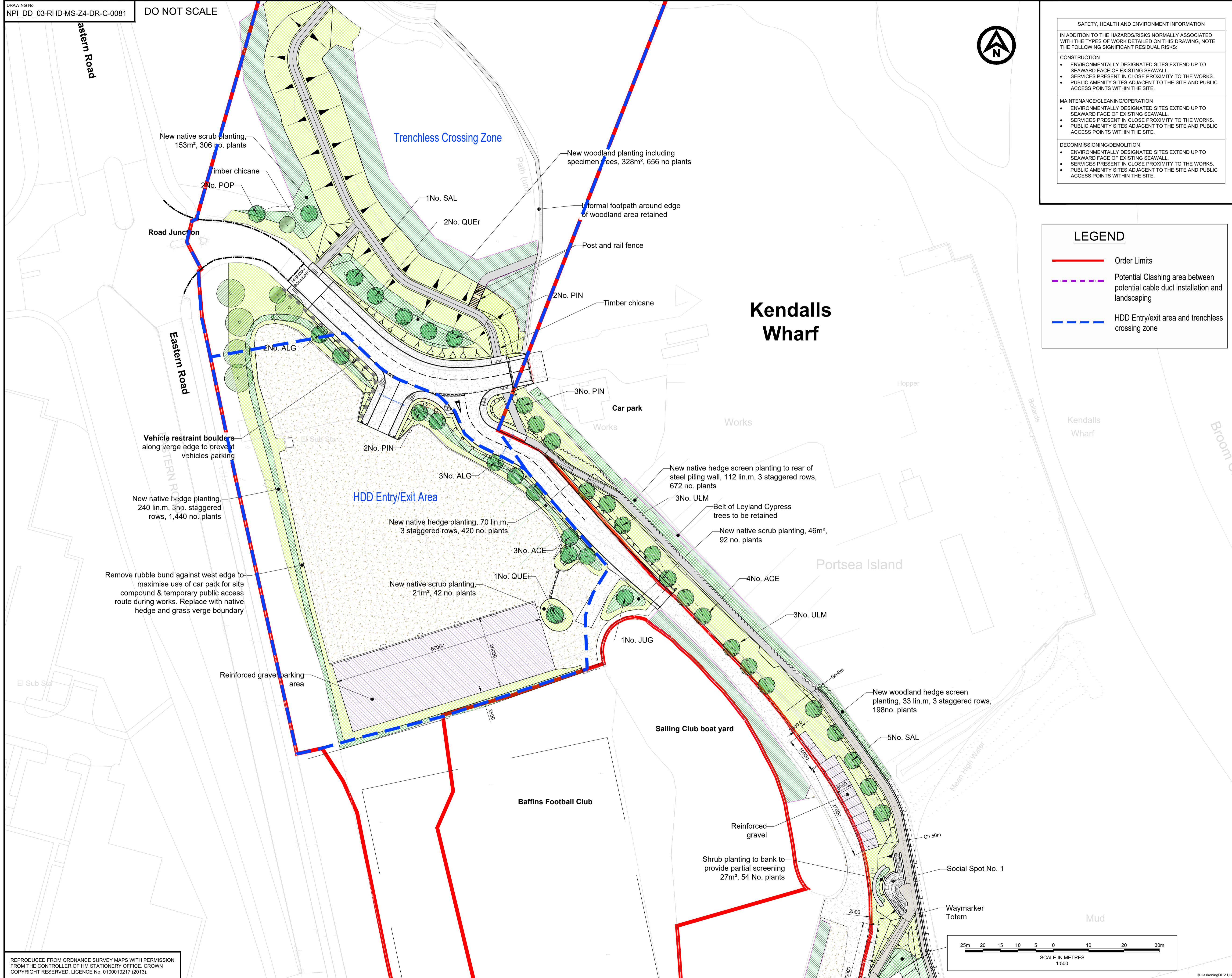
Authorised signatory

DRAFT

**DRAFT
SUBJECT TO CONTRACT**

APPENDIX 1 - OVERLAP AREAS

DRAFT



SAFETY, HEALTH AND ENVIRONMENT INFORMATION

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LEGEND

- Order Limits
- Potential Clashing area between potential cable duct installation and landscaping
- HDD Entry/exit area and trenchless crossing zone

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 - LENGTHS, AREAS AND NUMBER OF PLANTS ARE APPROXIMATE.

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ILLUSTRATIVE INFORMATION

REV	DATE	DESCRIPTION	BY	CHK	APP
T02	01.03.2018	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)

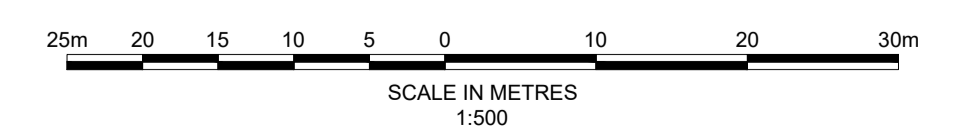
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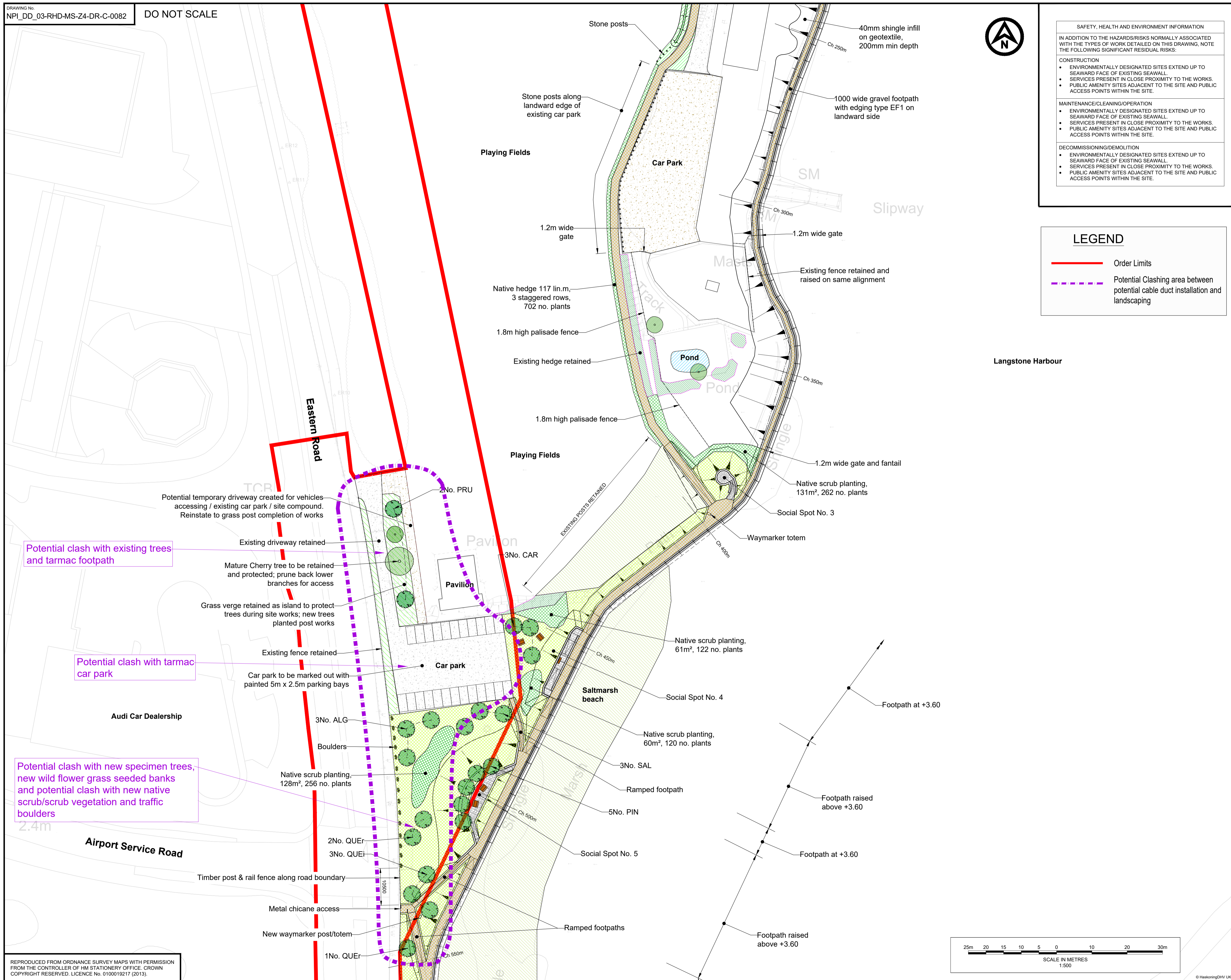
LANDSCAPE PLAN SHEET 1 OF 8

Royal HaskoningDHV
Enhancing Society Together

Barne House, Harlands Road, Haywards Heath, RH16 1PG
Tel: +44(0)1444 438551
Email: info@rhdhv.com
www.royalhaskoningdhv.com

DRAWN	CHECKED	APPROVED
A.I.K	CT	APL
DATE	SCALE	REF.
Aug. 2018	AT A1 AS SHOWN	PB3861
DRAWING No.	SUITABILITY	REVISION
NPI_DD_03-RHD-MS-Z4-DR-C-0081	S4	T02





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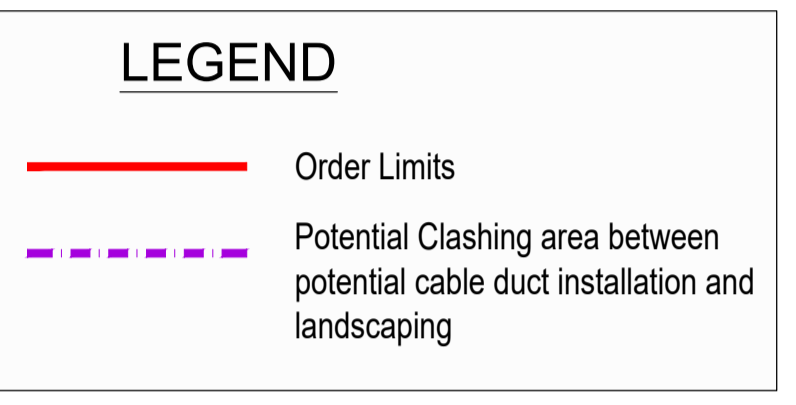
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T01	21.08.2018	FOR CLIENT REVIEW	AIK	CT	APL

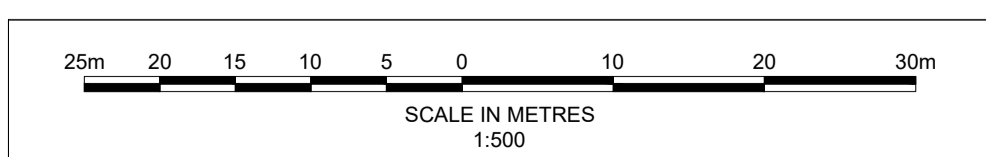
CLIENT

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

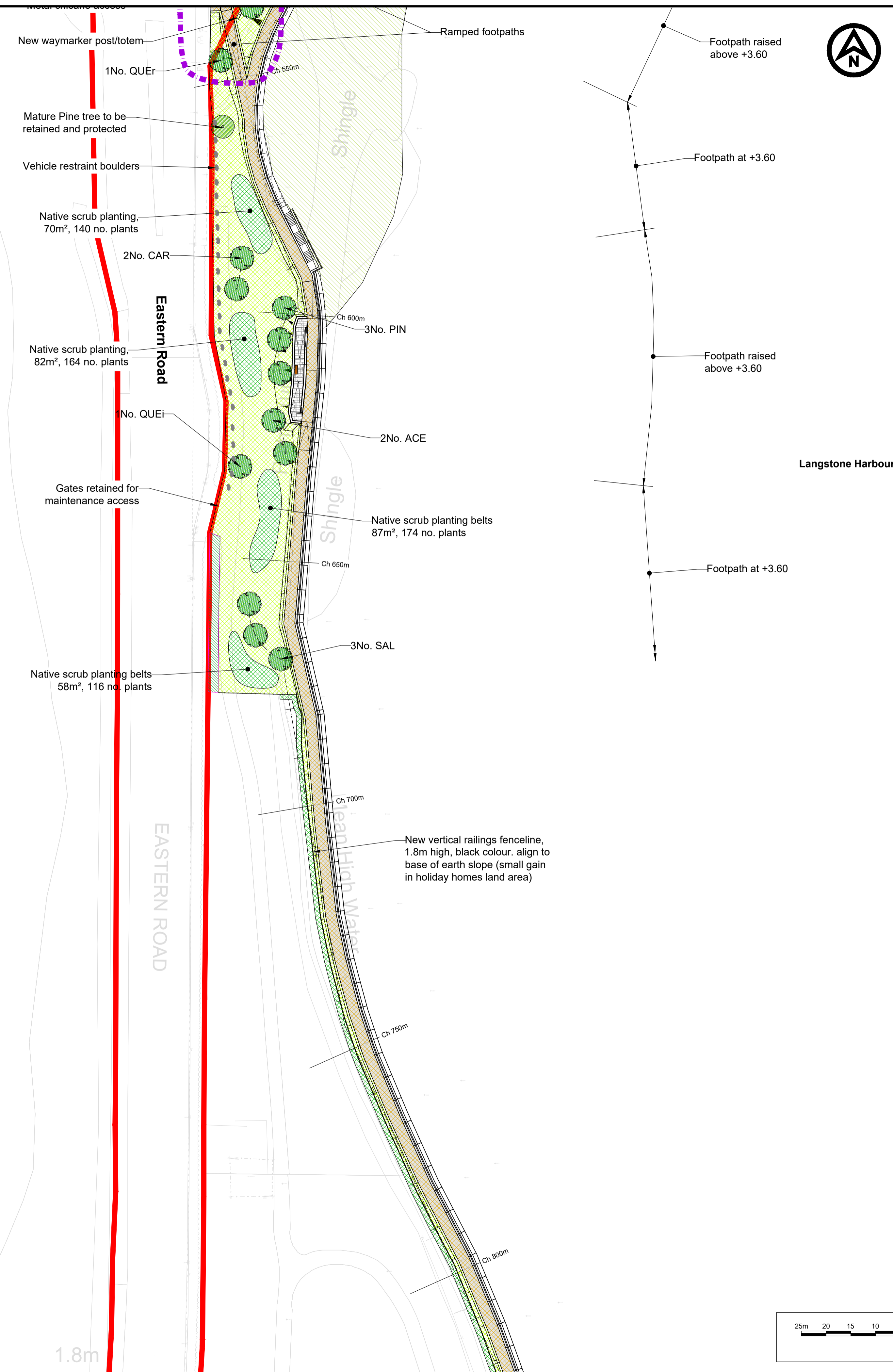
TITLE
**LANDSCAPE PLAN
SHEET 2 OF 8**

Burke House, Harlands Road
Haywards Heath, RH16 1PG
Tel: +44(0)1444 435551
Email: info@rhdhv.com
www.royalhaskoningdhv.com

DRAWN	A.I.K	CHECKED	CT	APPROVED	APL
DATE	Aug. 2018	SCALE	AT A1 AS SHOWN	REF.	PB3861
DRAWING No.	NPI_DD_03-RHD-MS-Z4-DR-C-0082			SUITABILITY	REVISION
				S4	T02



Sea Island
Golf Course



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T01	23.08.2018	FOR CLIENT REVIEW	AIK	CT	APL

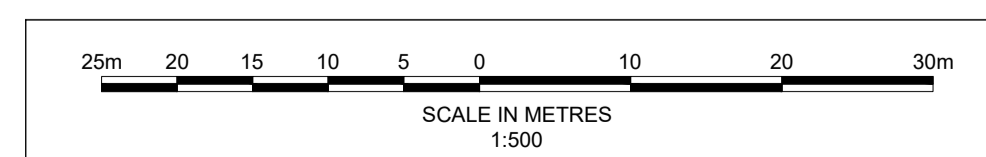
CLIENT

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

TITLE
**LANDSCAPE PLAN
SHEET 3 OF 8**

Burton House, Harlands Road
Haywards Heath, RH16 1PG
Tel: +44(0)1444 435551
Email: info@rhdhv.com
www.royalhaskoningdhv.com

DRAWN	A.I.K	CHECKED	CT	APPROVED	APL
DATE	Aug. 2018	SCALE	AT A1	AS SHOWN	REF. PB3861
DRAWING No.	NPI_DD_03-RHD-MS-Z4-DR-C-0083			SUITABILITY	REVISION
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REVISIONS

CLIENT

PROJECT

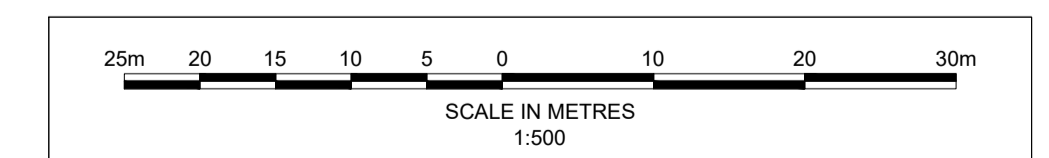
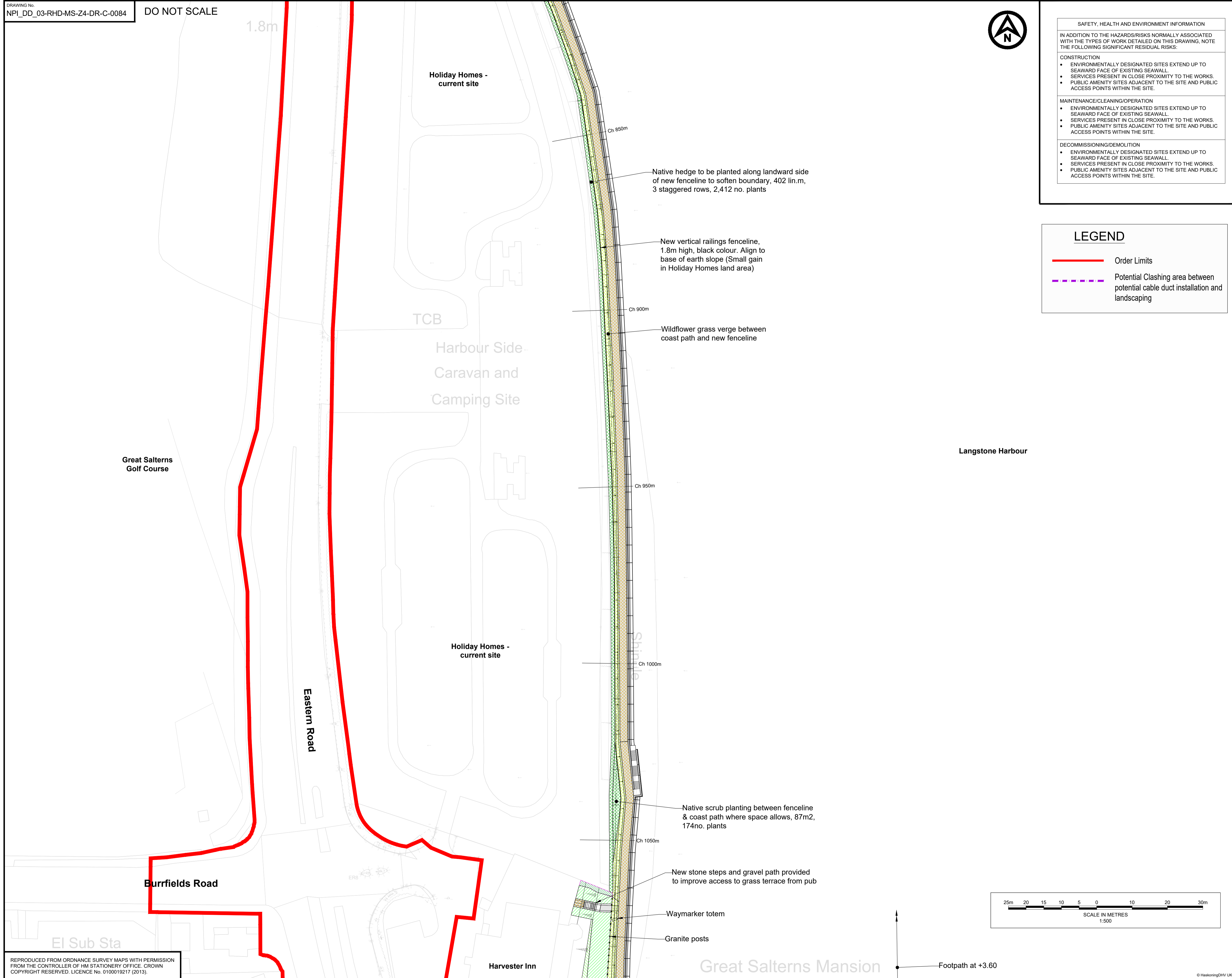
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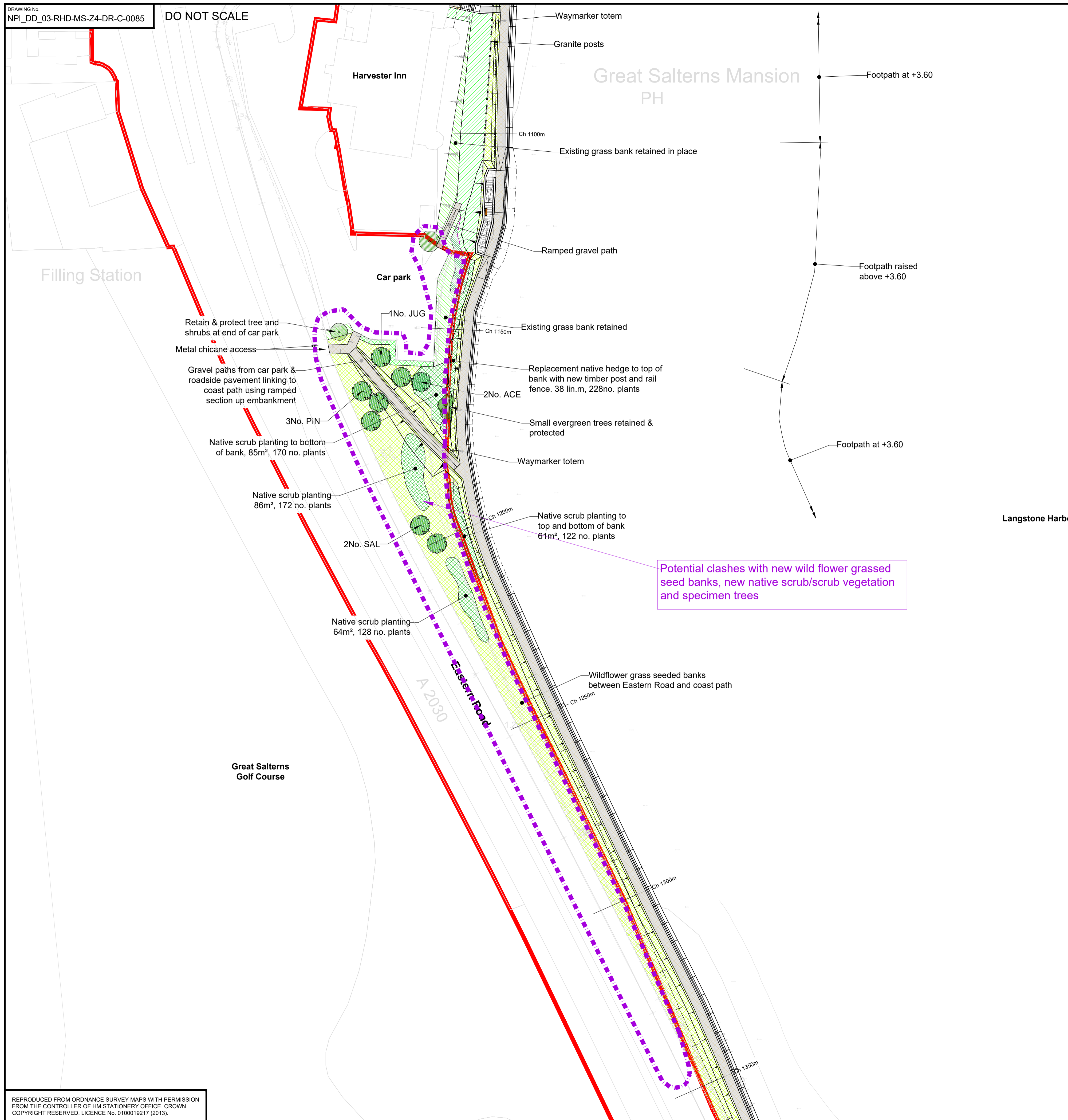
TITLE

LANDSCAPE PLAN
SHEET 4 OF 8

Burris House, Harlands Road
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DRAWN	A.I.K	CHECKED	CT	APPROVED	APL
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DRAWING No.	NPI_DD_03-RHD-MS-Z4-DR-C-0084			SUITABILITY	REVISION
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CLIENT

PROJECT

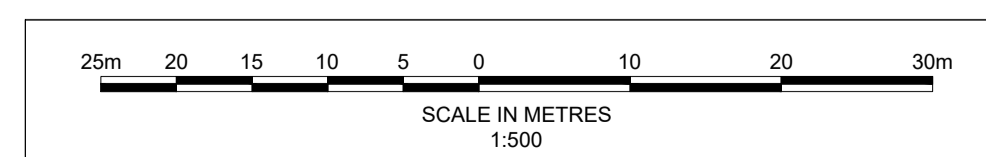
NORTH PORTSEA ISLAND COASTAL FLOOD AND EROSION RISK MANAGEMENT SCHEME (EASTERN ROAD AND KENDALLS WHARF)

TITLE

LANDSCAPE PLAN SHEET 5 OF 8

Royal HaskoningDHV
Enhancing Society Together

DRAWN	CHECKED	APPROVED
A.I.K	CT	APL
DATE	SCALE	REF.
Aug. 2018	AT A1 AS SHOWN	PB3861
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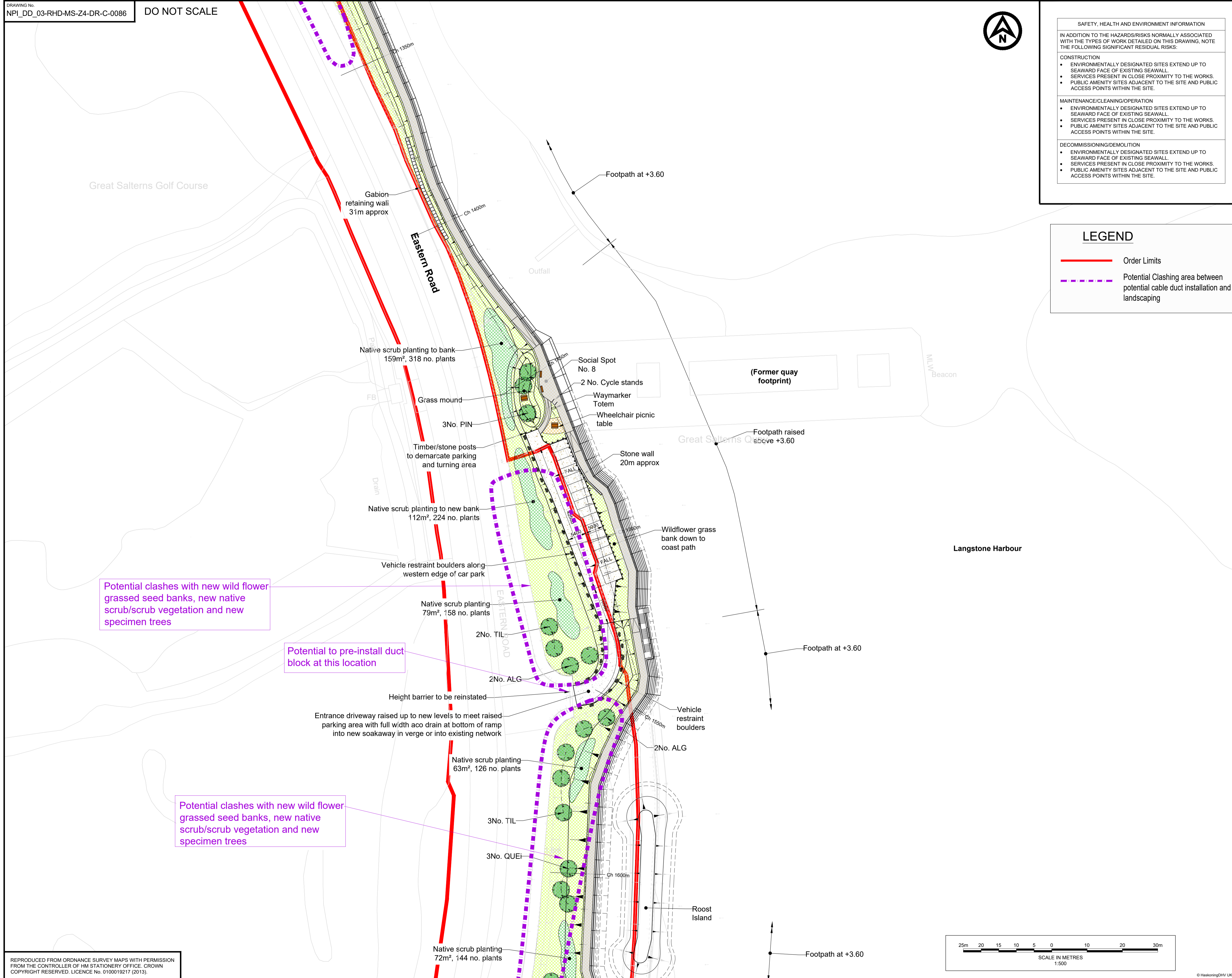
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- PUBLIC AMENITY SITES ADJACENT TO THE SITE AND PUBLIC ACCESS POINTS WITHIN THE SITE.

- NOTES**
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 - 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.

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- Existing vegetation retained & protected during works
 - Existing grass areas to be retained
 - New grass lawn areas
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LEGEND

- Order Limits
- Potential Clashing area between potential cable duct installation and landscaping



Potential clashes with new wild flower grassed seed banks, new native scrub/scrub vegetation and new specimen trees

Potential to pre-install duct block at this location

Potential clashes with new wild flower grassed seed banks, new native scrub/scrub vegetation and new specimen trees

ILLUSTRATIVE INFORMATION

REV	DATE	DESCRIPTION	BY	CHK	APP
T02	01.03.2018	FOR CLIENT REVIEW	AIK	CT	APL
T01	17.08.2018	FOR CLIENT REVIEW	AIK	CT	APL

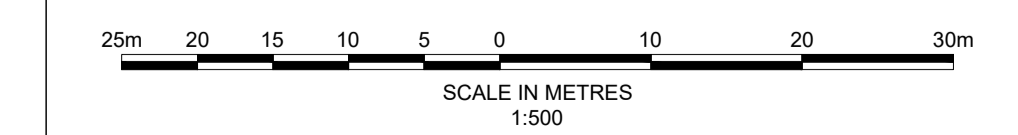
CLIENT

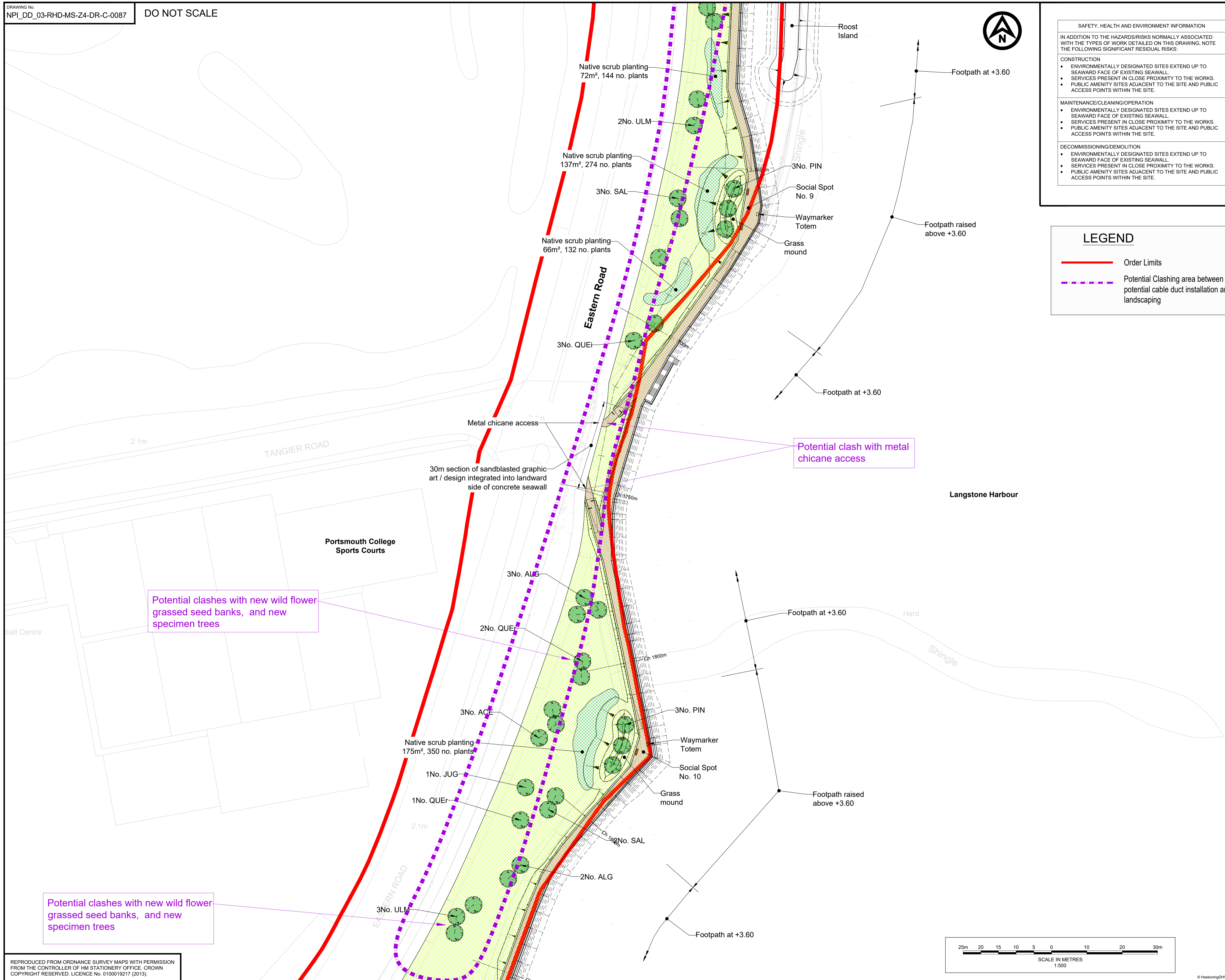
PROJECT
**NORTH PORTSEA ISLAND
 COASTAL FLOOD AND EROSION
 RISK MANAGEMENT SCHEME
 (EASTERN ROAD AND
 KENDALLS WHARF)**

TITLE
**LANDSCAPE PLAN
 SHEET 6 OF 8**

Burne House, Harlands Road
 Haywards Heath, RH16 1PG
 Tel: +44(0)1444 435551
 Email: info@rhdhv.com
 www.royalhaskoningdhv.com

DRAWN	CHECKED	APPROVED
A.I.K	CT	APL
DATE	SCALE	REF.
Aug. 2018	AT A1 AS SHOWN	PB3861
DRAWING No.	SUITABILITY	REVISION
NPI_DD_03-RHD-MS-Z4-DR-C-0086	S4	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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- Order Limits
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REVISIONS

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)

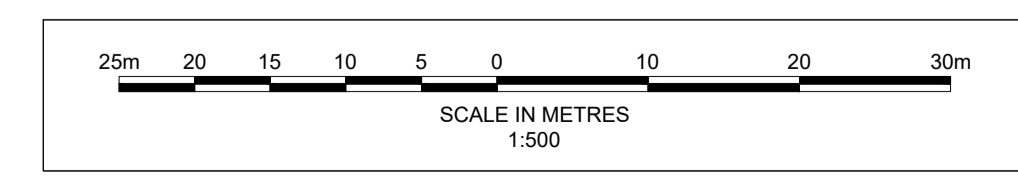
TITLE

LANDSCAPE PLAN SHEET 7 OF 8

Royal HaskoningDHV
Enhancing Society Together

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Tel: +44(0)1444 435551
Email: info@rhdhv.com
www.royalhaskoningdhv.com

DRAWN	CHECKED	APPROVED
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Potential clashes with new wild flower grassed seed banks, and new specimen trees

Portsmouth College

Eastern Road

HDD Entry/Exit Area

Trenchless Crossing Zone

Milton Common

3No. ULM

3No. QUER

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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LEGEND

- Order Limits
- Potential Clashing area between potential cable duct installation and landscaping
- HDD Entry/exit area and trenchless crossing zone

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EASTERN SOLENT COASTAL PARTNERSHIP

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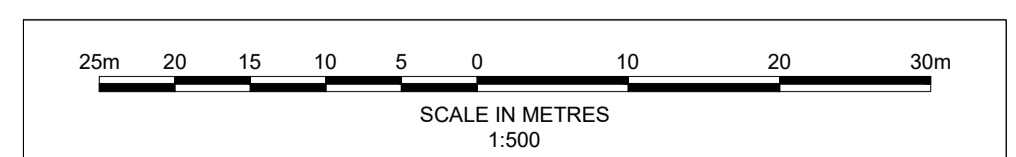
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SHEET 8 OF 8

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DRAWING No.	NPI_DD_03-RHD-MS-Z4-DR-C-0088			SUITABILITY	REVISION
				S4	T02



**DRAFT
SUBJECT TO CONTRACT**

APPENDIX 2 - MEMORANDUM OF UNDERSTANDING

DRAFT

Updated Memo of Understanding – Overlapping Works (13 04 2023) including Outline Measures for Managing Traffic and Environmental Constraints

Introduction

This memo has been prepared to assist discussions with Coastal Partners (CP) and Portsmouth City Council (the Council) and identify locations where there are potential overlaps with works and programmes for Phase 4b of the NPI Coastal Defence works – existing and proposed, between Kendall's Wharf and Milton Common (southern end).

All of the information provided below can be found on the Planning Inspectorate website, with the documents referred to submitted as part of the Application and the Examination of this.

The information outlined in the final column of the table below is taken from the following documents (links to the relevant documents have also been provided in the footnotes) :

- Framework Traffic Management Strategy (FTMS)¹
- Outline Onshore Construction Environmental Management Plan (OOCEMP)²
- Supplementary Transport Assessment (STA)³

The information provided within these documents (FTMS and OOCEMP) provides the framework of parameters for construction activities. Should consent be granted further details with regard to the construction management in accordance with these documents and the framework which is provided by them will be submitted to Portsmouth City Council as part of applications to discharge the relevant DCO requirements.

At present, AQUIND are still in the tendering process. Further, as additional pre-construction surveys are likely to be required to determine the exact location of the cables within the Order Limits the location of the onshore cable circuits is at this time not confirmed, with the Order limits providing the limits of deviation for these. However, the FTMS and OOCEMP are control documents which provide the parameters to be complied with. The Co-Operation Agreement between Portsmouth City Council and AQUIND further details additional requirements to guide how the two parties will work together during the construction phase of both developments to minimise any disruption to the NPI Coastal Defence works.

Installation of the cable route will take place in approximate 100m sections and will be facilitated by single lane closure where the cable route is constructed either within or adjacent to the highway. Each 100m section will be in place to allow excavation of the trench, installation of the cable ducts and reinstatement of the highway. Installation of each circuit will not take place concurrently in order to minimise traffic disruption.

The rate at which construction progresses along the Eastern Road will be dependent upon the construction working hours, with the following options available:

- 24-hour, 7-day per week construction: 3 days per 100m section estimated duration;
- 10-hour, 7 day per week construction: 5 days per 100m section estimated duration; and
- 10-hour Monday to Friday plus 5-hours on Saturday: 1 week per 100m estimated duration.

Residential and business access will be maintained wherever possible with access required to be provided to properties through best endeavours where reasonable notice of such requirements is given. Emergency access will also be provided at all times on demand by stopping construction work. Access can be achieved through the use of road plates, which can be mechanically lifted into position to bridge the trench. In periods of no construction activity, road plates will be installed to provide access across the construction zone where this is required. Road plates will only be removed as and when construction works need to take places directly outside of an impacted property / access and therefore will be in place for the majority of time that the 100m construction zone is present in one location.

At residential cul-de-sacs side road access will be maintained at all times via either use of road plates or temporary traffic signals. As such, if the cable route continues along the A2030 Eastern Road south of the Milton Common temporary traffic signals may also be required at the junction with Kirpal Road / East Shore Way.

¹ FTMS – PINS Doc Ref AS-072 - <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020022/EN020022-003764-6.3.22.1A%20Framework%20Traffic%20Management%20Strategy%20Rev004%20Clean.pdf>


² OOCEMP – PINS Doc Ref REP9-005 - <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020022/EN020022-003918-6.9%20Onshore%20Outline%20Construction%20Environmental%20Management%20Plan%20Deadline%209%20clean.pdf>

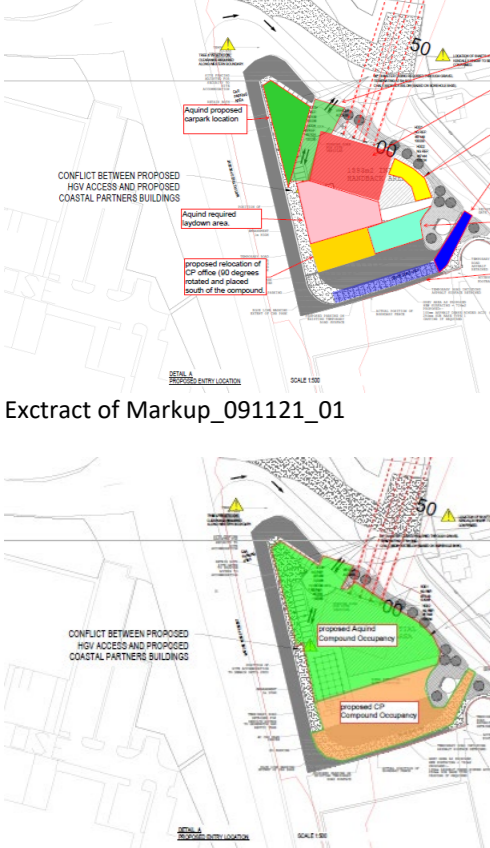
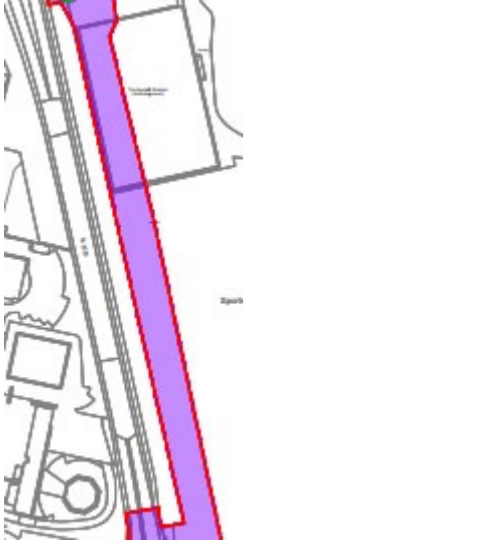
³ STA – PINS Doc Ref REP1-142 - <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020022/EN020022-001496-7.8.1.11%20ES%20Addendum%20-%20Appendix%2011%20Supplementary%20Transport%20Assessment.pdf>


For side roads that act as through roads, use of temporary traffic signals, temporary closure of access or prohibition of turning movements will be considered depending upon the category of road, impact of the construction zone and suitability of diversions routes. The use of temporary traffic signals is likely to be required to facilitate construction of the cable route in the vicinity of the following junctions:



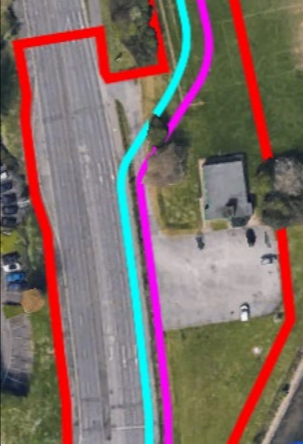
- A2030 Eastern Road / Airport Service Road;
- A2030 Eastern Road / Burrfields Road; and
- A2030 Eastern Road / Tangier Road.

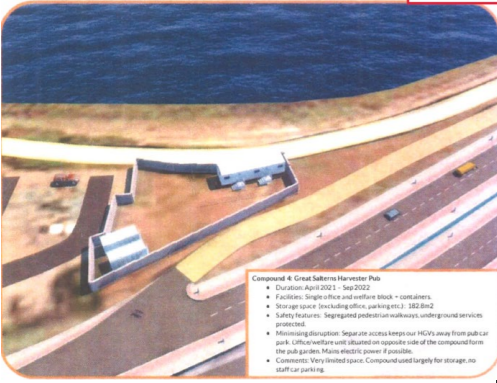

For the avoidance of doubt, the A2030 Eastern Road / Anchorage Road / Kendall Wharf traffic signal junction will not be impacted by traffic management associated with construction of the cable route.

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	WSP Comments Nov 2021 including CT comments on behalf of PCC/CP Jan 2022	WSP 07.12.2021 Outline Measures for Managing Traffic and Construction Impacts contained within FTMS and OOCEMP which DCO requirements require compliance with.
<p>Kendall's Wharf Compound (Section 7)</p>  <p>AQUIND Interconnector Works Plans</p> <p>Legend:</p> <ul style="list-style-type: none"> Work No. 4 Works to lay the Onshore HVDC Cables Limits of Deviation for Work No. 4 Trenchless Crossing Zone HDD Compound Order Limits 	<p>CP's Compound 1 Sept 2019 – December 2023 and handed back to Portsmouth CC.</p>	<p>Apr 2025-Sept 2025 Apr 2026-Sept 2026</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 2025 and 26 weeks in 2026</p> <p>Dates updated as AQUIND will not occupy the area between Apr 2023 to Sept 2023. AQUIND now likely to start</p>	<p>Apr 2023-Sept 2023 (26 weeks)</p>	<p>It is anticipated CP works would have been complete by the time AQUIND require this work area. However, retain in case of any delays associated with remaining CP works.</p>	<p>In response to PCC August 2021 comments, AQUIND does not believe there is a need for CP to relocate from Kendall's Wharf and has provided a further proposal where both CP and AQUIND can co-exist within the Compound 1 area.</p> <p>AQUIND has issued two drawings to CP on 09.11.21 detailing proposals where both CP and AQUIND can co-exist, having the CP and Compound 1 area split within the area.</p> <p>Drawing 12731-WIE-ZZ-XX-DR-C-90110-A02_MD_Markup_091121_01 provides a breakdown of the area space and the use of the given areas consisting of;</p> <ul style="list-style-type: none"> • AQUIND access point to proposed AQUIND compound car park area • HDD drill and rig working area • HDD drilling access for vehicle and rig manoeuvring • AQUIND laydown area proposed relocation of CP office (90 degrees rotated and placed south of the compound) • Proposed CP parking (this is subject to agreement of use with PCC) • Proposed location for CP laydown and storage facility <p>The second drawing 12731-WIE-ZZ-XX-DR-C-90110-A02_MD_Markup_091121_02 details the overall area space and how the two Coastal Defence Works and AQUIND compounds are proposed to be split to accommodate both companies being present at the same time.</p> <p>AQUIND are willing to work with CP and the Council by</p>	<p>The information provided below is relevant to Kendall's Wharf Compound (Coastal Partners (CP) Compound 1) and the AQUIND Onshore Cable Route up to the Airport Service Road junction with Eastern Road</p> <p>Framework Traffic Management Strategy (FTMS) (REP6-030)</p> <p>Kendall's Wharf falls within Section 7 of the FTMS. Section 7 is inclusive of the A2030 Eastern Road between the junction with A27 Havant Bypass and the junction with Airport Service Road. It is anticipated that construction in Section 7 will take place entirely off carriageway, and thus no traffic management measures are deemed necessary in this Section.</p> <p>Traffic Management measures as outlined in the FTMS do not begin until south of the Airport Service Road, with no works proposed on the highway north of this.</p> <p>Onshore Outline Construction Environment Management Plan (OOCEMP) (REP9-005)</p> <p>Section 5.3.1 – General Ecological Control Measures Avoidance of scrub, hedgerow or tree clearance between 1st March and 31st August due to nesting bird season. If scheduled during this time (which overlaps with proposed timeframes) a suitably experienced ornithologist should be present during clearance.</p> <p>Section 6.2.1 - Location Specific Ecological Control Measures</p> <p>Winter working restrictions apply to the cable route south of Kendall's Wharf given their designation as Solent Wader and Brent Goose Strategy (SWBGS) sites. Kendall's Wharf is not designated as a SWBGS and therefore works can be undertaken in this area during the winter, including as required to re-orientate the CP compound offices prior to March in the relevant working year. It should be noted that Farlington Playing Fields is a SWBGS Core Area, which is why HDD3 cannot be undertaken between October – March.</p> <p>Works at or adjacent to SWBGS sites are limited by a set of principles, depending on the classification of each SWBGS site.</p> <p>The area to the south of Kendall's Wharf, Baffins Milton Rovers Football Ground and the Langstone Harbour Sports Ground, form site P11 which is a Core Area SWBGS site and as a result Principle 1 applies to works in this location:</p>



Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	WSP Comments Nov 2021 including CT comments on behalf of PCC/CP Jan 2022	WSP 07.12.2021 Outline Measures for Managing Traffic and Construction Impacts contained within FTMS and OOCEMP which DCO requirements require compliance with.									
 <p>Extract of Markup_091121_01</p> <p>Extract of Markup_091121_02</p>		<p>work here Apr 2025.</p>			<p>providing information of forecasted works and via the submission and agreement of method statements, with those being provided for agreement not less than three months before works are intended to commence in an area of overlap and the agreed method statement being complied with in relation to such works. This was agreed during our February 2021 meeting and this requirement was included within the draft of the Cooperation Agreement issued in February 2021, by virtue of the need to submit Method Statements for agreement not later than 3 months prior to the intended date of commencement of AQUIND works in an overlap area (Clause 3.2).</p> <p>Update position - March 2023</p> <p>The draft Works Co-operation Agreement was shared with the PCC solicitor on 10/03/2023 and can be updated to reflect the latest position taking account CP and PCC updated comments. . CP have confirmed the coastal scheme will be in construction along the Eastern Road in 2023 and 2024.</p>	<p>Principle 1: Construction works cannot take place in SWBGS sites (those categorised as either core, primary support, secondary support, low use or candidate) sites that overlap with the Proposed Developments Order Limits during October – March.</p> <p>Principles 4 and 5 are also of relevance in relation to works outside of but in proximity to site P11.</p> <ul style="list-style-type: none"> Principle 4: Construction noise events of <55 dB can occur unrestricted. Principle 5: Construction works of 55 – 72 dB LAFmax immediately adjacent to a major road and/or adjacent to industrial sites with notable levels (>60 dB) of existing noise can be undertaken unrestricted. It is considered that noise levels from the Proposed Development would be masked (i.e. indistinguishable from the baseline) in these instances. <p>Should the works to relocate the CP office involve outputs of over 69dB LAFmax then Principle 6 would also be relevant:</p> <ul style="list-style-type: none"> Principle 6: Percussive piling or works with heavy machinery (i.e. plant resulting in a noise level in excess of 69 dB LAFmax – measured at the sensitive receptor) should be avoided during the bird overwintering period (i.e. October to March inclusive). The sensitive receptor is the nearest point of the SPA or any SPA supporting habitat (e.g. high tide roosting site). P54 and P29 are excluded from this principle. Buildings that are situated between them and the construction works will buffer noise such that it will not be in excess of 69 dB LAFmax within either site. 									
<p>Cable route south of Kendall's Wharf (Section 7)</p> 	<p>Relevant to CP's Compound 1 Sept 2019 – Autumn 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 Coastal Defence works,. It is assumed CP works have been complete for this section.</p>	<p>As shown in the illustrative google maps screenshot below, the cable route south of Kendall's Wharf, Plot 8-03 will have the HVDC Cables routed through the 2 no. football pitches and a cricket pitch.</p> <p>As mentioned previously during the meeting held on February 2021 between CP and AQUIND, the works carried out by AQUIND in this section will not affect CP works, other than the shared occupancy of Compound 1, which is addressed directly above this section.</p> <p>AQUIND can confirm that although the occupancy of this area is illustrated to be a total occupancy timeframe of 12 weeks, the AQUIND project will not be fully occupying this full area over the entirety of the 12 weeks.</p> <p>The HVDC cables are installed in ducts, the cable ducts are installed in a progressive way with the work site moving progressively along the section under construction at a rate of approximately 30m / day in this particular area, as detailed in AQUIND's</p>	<p>Section 6.8.3 – Socio-Economic Effects in Section 7 Opportunities to minimise impacts on sports pitches will be required to be discussed with relevant stakeholders. This includes ongoing discussions with the Chairman of the Baffins Milton Rovers Football Club regarding the timing of construction and reinstatement requirements, which will be in summer (outside of playing season) within this section .</p> <p>Section 2.3 – General Working Hours</p> <table border="1" data-bbox="1896 1686 2680 1984"> <thead> <tr> <th></th> <th>Working hours per day</th> <th>Working hours per week</th> </tr> </thead> <tbody> <tr> <td>Onshore Cable Installation</td> <td>07:00 – 17:00 (Monday – Friday) 08:00 – 13:00 (Saturday)</td> <td>6 days (day 6 is Saturday working, typically a 5 hour shift 08:00 – 13:00)</td> </tr> <tr> <td>HDD-3 (Kendall's Wharf) Installation</td> <td>12 to 24 hour shifts</td> <td>7 days</td> </tr> </tbody> </table>		Working hours per day	Working hours per week	Onshore Cable Installation	07:00 – 17:00 (Monday – Friday) 08:00 – 13:00 (Saturday)	6 days (day 6 is Saturday working, typically a 5 hour shift 08:00 – 13:00)	HDD-3 (Kendall's Wharf) Installation	12 to 24 hour shifts	7 days
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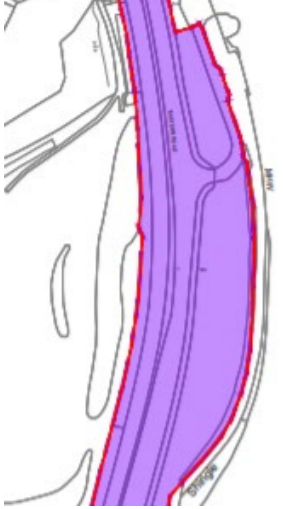
Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	WSP Comments Nov 2021 including CT comments on behalf of PCC/CP Jan 2022	WSP 07.12.2021 Outline Measures for Managing Traffic and Construction Impacts contained within FTMS and OOCEMP which DCO requirements require compliance with.
<p>AQUIND Interconnector Works Plans</p> <p>Legend:</p> <ul style="list-style-type: none"> Work No. 4 Works to lay the Onshore HVDC Cables Limits of Deviation for Work No. 4 Trenchless Crossing Zone HDD Compound Order Limits 					<p>Framework Traffic Management Plan (FTMS), section 2.3.2.1 for grassed areas with light service congestion.</p> <p>AQUIND are willing to ensure that CP are informed of any works that are planned to be undertaken in this area a minimum of 3 months prior to the works being performed to ensure full alignment between the two projects, noting also that any works with a defined overlap area will be subject to the requirement method statements as necessary and thereby addressing alignment of the projects and minimising impacts.</p> <p>Although it is not anticipated the AQUIND project overlaps with the Coastal Defence works project in this area, should there be an emergency situation where the Council need access or need to pass over an open working area during the limited period of AQUIND works in this location, AQUIND would work with the Council and/ or CP in finding a workable solution by means of installing temporary steel plates for safe and controlled passage.</p> <p>Update position - March 2023</p> <p>Given the amended indicative construction dates for the AQUIND project it is not considered there will be any overlap with CP works along this section of the route.</p> 	<p>Conclusion</p> <p>Between the Farlington Roundabout and Airport Service Road, as outlined in the FTMS there is no traffic management measures proposed as there are not any works proposed on the highway.</p> <p>In an unlikely emergency situation where CP need access or need to pass over an open trench working area during the limited period of AQUIND works in this location to the south of Kendall's Wharf, AQUIND will work with CP to find a solution by means of installing temporary steel plates for safe and controlled passage and is amenable to this being identified in any method statement to be agreed.</p> <p>Ecological constraints in relation to the works to the south of Kendall's Wharf as outlined above are not considered to be a constraint to CP works, as it is not anticipated that any overlap between the AQUIND project and CP project will occur in this location and it is considered unlikely activities to relocate the CP office cannot be undertaken within the applicable noise thresholds.</p>
Langstone Harbour Sports Ground car park (Section 7)	CP's Compound 3 (mostly used for materials and plant) April 2020-Autumn 2023	Works: cable route and potential joint bay locations Duration of Works: 2 weeks	2 weeks	It is assumed CP works have been complete for this section.	<p>The AQUIND works at Langstone Harbour Sports Ground is not expected to start earlier than April 2025.</p> <p>However, should the Coastal Defence works project programme be extended and the Council and AQUIND projects overlap in this area, the cable works undertaken by AQUIND here is relatively small, with the overall works expected to be undertaken within a 2-week period.</p>	<p>The information provided below is relevant to Airport Service Road – Tangier Road (Route Section 8.1 in the FTMS) – this includes CP Compounds 3, 4 and 5 (REP6-030)</p>

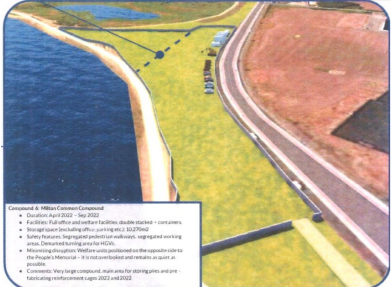


Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	WSP Comments Nov 2021 including CT comments on behalf of PCC/CP Jan 2022	WSP 07.12.2021 Outline Measures for Managing Traffic and Construction Impacts contained within FTMS and OOCEMP which DCO requirements require compliance with.																																						
  <p>AQUIND Interconnector Works Plans</p> <p>Legend:</p> <ul style="list-style-type: none"> Work No. 4 Works to lay the Onshore HVDC Cables Limits of Deviation for Work No. 4 Trenchless Crossing Zone HDD Compound Order Limits 					<p>Similar to the cable routed south of Kendall's Wharf, the ducts will be installed in a progressive way with the work site moving progressively along the section under construction at an anticipated rate of 30m / day in grassed areas with light service congestion and 12 to 24m / day where the works are undertaken on the highway at the southern area in line with the information available in AQUIND's Framework Traffic Management Plan (FTMS), section 2.3.2.1 for grassed areas with light service congestion and road works.</p>  <p>As shown in the illustrative google maps screenshot the cables may not be installed through the Coastal Defence works compound, however, routed within close proximity of the Council's compound location. This is indicative information and subject to Contractor review and decision making, but shows an indicative position.</p> <p>Where the AQUIND cables cross the access/exit route to the Council's Compound, should it still remain, there are working measures around this to relieve any impact, for example steel plates installed over entrance and exit positions and continual project alignment and engagement discussions which happen regularly between different construction companies working within close proximity of one another.</p> <p>Should the Coastal Defence works be extended for whatever reason, the requirement for method statements and agreement of those via the Co-Operation Agreement would apply. AQUIND have therefore agreed to the submission and agreement of</p>	<table border="1"> <thead> <tr> <th>Section</th> <th>Description</th> <th>Length (m)</th> <th>Proposed TM</th> <th>Duration Per Circuit</th> </tr> </thead> <tbody> <tr> <td>8.1</td> <td>A2030 Eastern Road between Airport Service Road and Tangier Road</td> <td>1200</td> <td>Lane Closures</td> <td>5 Weeks (24hr, 7-Day construction) 8 Weeks (10hr, 7-Day construction)</td> </tr> </tbody> </table> <p>Calendar Restrictions</p> <table border="1"> <thead> <tr> <th>Jan</th> <th>Feb</th> <th>Mar</th> <th>Apr</th> <th>May</th> <th>Jun</th> <th>Jul</th> <th>Aug</th> <th>Sep</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> </tr> </thead> <tbody> <tr> <td>Red</td> <td>Yellow</td> <td>Yellow</td> <td>Yellow</td> <td>Green</td> <td>Green</td> <td>Green</td> <td>Green</td> <td>Red</td> <td>Red</td> <td>Red</td> <td>Red</td> </tr> </tbody> </table> <p>Notes on Calendar Restrictions: Work Permitted Only During: Easter Holidays (2 weeks), May Half-Term (1-week), June, July and August (approximately 13 weeks, with avoidance of the Victorious Festival Weekend). Approximate availability: 16 weeks.</p> <p>Other Restrictions</p> <p>Traffic management to be removed on Portsmouth FC home match days</p> <table border="1"> <thead> <tr> <th>Sections</th> <th>Total Availability per Calendar Year</th> </tr> </thead> <tbody> <tr> <td>Sub-Section 8.2 – 2-11 weeks</td> <td>8-14 weeks (depending upon option used for Sub-Section 8.2)</td> </tr> </tbody> </table> <p>Construction is only permitted to take place during the Easter school holidays, May half-term, June, July and August avoiding the Victorious Festival weekend.</p> <p>In the first instance traffic management is required to be removed on Portsmouth FC home match days. Surveys of PFC home match days held on a Saturday will be reviewed by and agreed with Portsmouth City Council and Hampshire County Council, noting it was not possible to carry out representative surveys due to the COVID-19 pandemic related restrictions. If these assessments identify that the traffic flows are comparable to those for weekday peak hours, the need to remove traffic management on football match days would be lifted, so as to assist with the efficient delivery of the works in this location.</p> <p>Construction within this section will not take place simultaneously with any other construction works within A2030 Eastern Road contained in Section 8 to mitigate the cumulative impacts of the construction taking place in two sections of the same road.</p> <p>It is anticipated that the construction corridor on A2030 Eastern Road will require single lane closures on both the southbound and northbound carriageways between the junction with Airport Service Road and the junction with Tangier Road. These single lane closures will be scheduled so they do not take place concurrently on the northbound and southbound carriageways so as to minimise disruption.</p> <p>If 24-hour working is employed on a seven-day working week the period of construction would be 5 weeks per circuit along the full length of this 1200m section. If a 10-hour working day is used across a seven-day period (07:00-17:00 Monday to Friday and 08:00-18:00 at the weekend), the construction period would take 8 weeks per circuit. As with the overall works, any closure will be limited to 100 m at a time as the construction zone progresses along the A2030 Eastern Road.</p> <p>Between the junction with Burrfields Road and Tangier Road it may be possible to accommodate the installation of at least one circuit off-carriageway, using the verge on the eastern side of the A2030 Eastern Road. Where on carriageway works are required in this section, the preferred option would be single lane</p>	Section	Description	Length (m)	Proposed TM	Duration Per Circuit	8.1	A2030 Eastern Road between Airport Service Road and Tangier Road	1200	Lane Closures	5 Weeks (24hr, 7-Day construction) 8 Weeks (10hr, 7-Day construction)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Red	Yellow	Yellow	Yellow	Green	Green	Green	Green	Red	Red	Red	Red	Sections	Total Availability per Calendar Year	Sub-Section 8.2 – 2-11 weeks	8-14 weeks (depending upon option used for Sub-Section 8.2)
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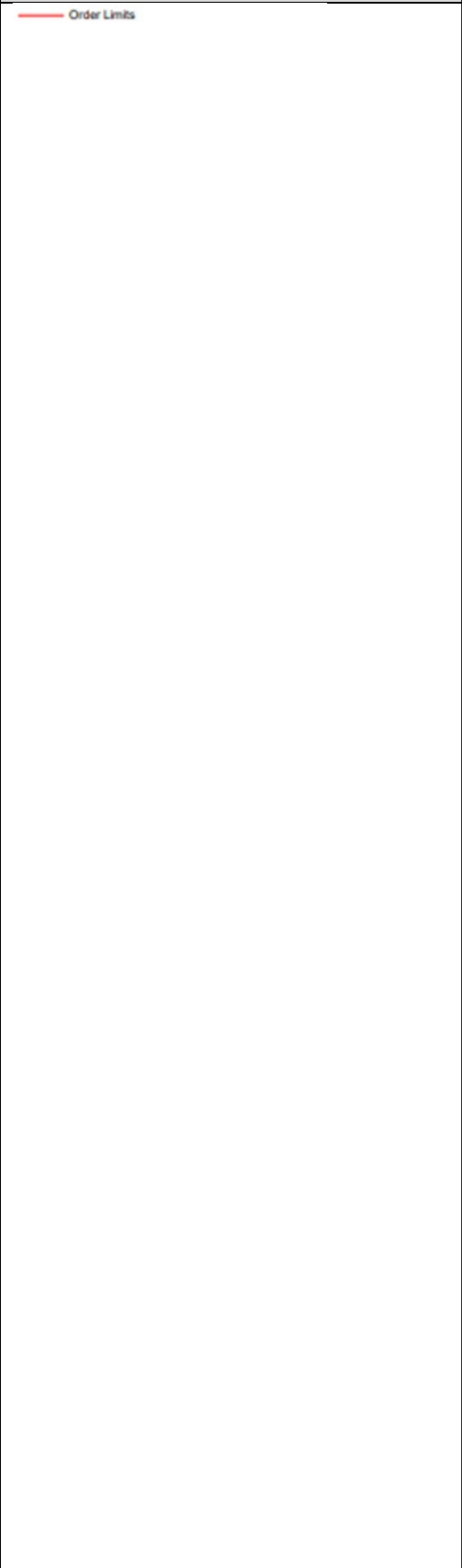
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					<p>method statements, with those being provided for agreement not less than three months before works are intended to commence in an area of overlap and the agreed method statement being complied with in relation to such works.</p> <p>Should there be an emergency situation where the Council need access or need to pass over an open working area during the limited period of AQUIND works in this location, AQUIND would work with the Council and/ or CP in finding a workable solution by means of installing temporary steel plates for safe and controlled passage.</p> <p>Update position - March 2023</p> <p>Based on current progress to date with the North Portsea Island Coastal Defence Scheme and the revised programme of works for the AQUIND project it not anticipated there will be any overlap.</p>	<p>closures on the southbound carriageway only. This is preferred over use of the northbound carriageway as the two-lane southbound carriageway merges into one lane further downstream and so the traffic management would replicate the existing situation.</p> <p>The access to Langstone Harbour Viewing Car Park on the southbound carriageway may require temporary suspension at times during the course of construction. Where possible however, access will be maintained by road plating of the access. In any case, access will only be impacted by the installation of one circuit for a period of one week or less.</p> <p>The FTMS provides a framework for the work that is to occur between Kendall's Wharf and Langstone Harbour Viewing Car Park. Following detailed design, traffic management strategies which outline how works will be undertaken in compliance with the framework provided for by the FTMS will be required to be submitted to and approved by Portsmouth City Council and complied with in relation to the works (pursuant to Requirement 25 of the DCO).</p> <p>Supplementary Transport Assessment (REP1-142)</p> <p>Modelling work as outlined in Appendix E of the STA contains analysis of the SRTM outputs. A summary of the AM/PM peak journey time data along Eastern Road is as follows:</p>																						
<p>Land south of Harvester (Great Salterns Mansion) (Section 8)</p>  <p><small>Compound 4 Great Salterns Harvester Pk • Duration April 2021 - Sep 2022 • Facilities: Storage, office and welfare block - operators • Storage space for building off site parking etc. 182 Bm2 • Safety Features: Segregated pedestrian routes, underground services protected • Minimising disturbance: Separate access keep our PCVs away from public park. Office welfare unit situated on opposite side of the compound from the job gates. Main electric power if possible • Comments: Very limited space. Compound used largely for storage, no staff car parking</small></p>	<p>CP's Compound 4 – for storage April 2021 – Autumn 2023</p>	<p>Works: cable route and potential joint bay locations</p> <p>Duration of works: 12 weeks</p>	<p>12 weeks</p>	<p>It is assumed CP works have been complete for this section.</p>	<p>The AQUIND works at Land south of Harvester (Great Salterns Mansion) are now expected to start not earlier than April 2025,.</p>  <p>As shown in the illustrative google maps screenshot the cables and cable ducts may be installed without routing through the Council's compound 4, however, the southern end of the Compound 4 has been identified as an indicative joint bay location. The joint bay does not need to be constructed at the same time as the cable ducting installation. This can, and often is, done just prior to commencement of the cable pulling</p>	<p><i>Definition of the do something scenarios as outlined in the STA for reference.</i></p> <ul style="list-style-type: none"> • 2026 Do Minimum (DM) Scenario: the future baseline without the Proposed Development; • 2026 Do Something 1 (DS1) Scenario: traffic management to facilitate the construction of the Onshore Cable Route is in place at the six specified locations but on the A2030 Eastern Road lane closures apply to the southbound carriageway only • 2026 Do Something 2 (DS2) Scenario: traffic management is in place at the six specified locations but with lane closures on the northbound carriageway along the A2030 Eastern Road <p>Table 10</p> <p>Table 10 - Journey time data for A2030 Eastern Road between Anchorage Road and Tangier Road in AM peak</p> <table border="1" data-bbox="1896 1587 2635 1797"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">DM JT (MM:SS)</th> <th colspan="2">DS1 (southbound lane closure)</th> <th colspan="2">DS2 (northbound lane closure)</th> </tr> <tr> <th>JT (MM:SS)</th> <th>Change from DM (MM:SS)</th> <th>JT (MM:SS)</th> <th>Change from DM (MM:SS)</th> </tr> </thead> <tbody> <tr> <td>Northbound</td> <td>01:57</td> <td>01:59</td> <td>+00:02</td> <td>03:51</td> <td>+01:54</td> </tr> <tr> <td>Southbound</td> <td>01:21</td> <td>01:58</td> <td>+00:37</td> <td>01:26</td> <td>+00:05</td> </tr> </tbody> </table> <p><i>The results set out in Table 10 demonstrate modelled increases in journey times in the DS scenarios when compared to the DM in the AM peak hour on the carriageways which are temporarily impacted by TM lane closures in each respective scenario. In the DS1 scenario the southbound journey time increased by 37 seconds whilst in the DS2 scenario the northbound journey time</i></p>		DM JT (MM:SS)	DS1 (southbound lane closure)		DS2 (northbound lane closure)		JT (MM:SS)	Change from DM (MM:SS)	JT (MM:SS)	Change from DM (MM:SS)	Northbound	01:57	01:59	+00:02	03:51	+01:54	Southbound	01:21	01:58	+00:37	01:26	+00:05
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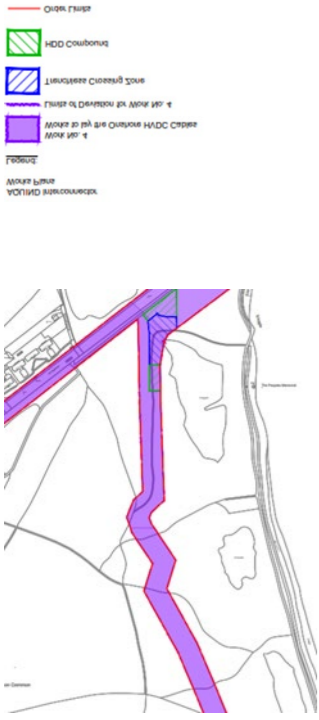
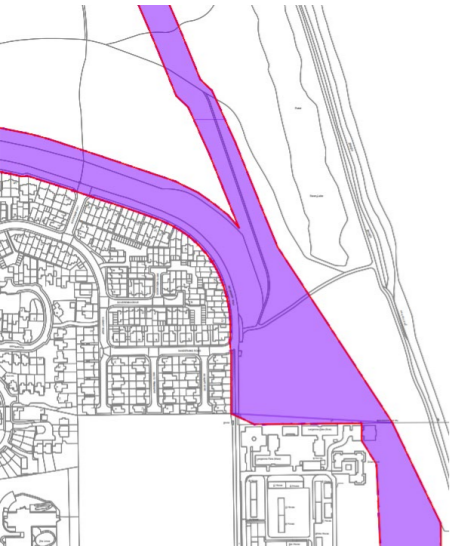
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					<p>installation and jointing works. It is anticipated that the cable joint bay works can be flexibly programmed to minimise disruption to ongoing Coastal Defence works.</p> <p>For information, it is anticipated to take approximately 4 continuous working weeks to install a joint bay of this type, should there be a need to align with the Council due to both projects being present at this location.</p> <p>The AQUIND cable ducts will be installed in a progressive way with the work site moving progressively along the section under construction at a rate of around 12 to 24m / day in this area.</p> <p>Where the installation of the AQUIND cable ducts cross the Council Compound 4 access/exit route, there are working measures around this to relieve any impact, for example 24 hours working patterns in this location which would allow this work to conclude in a timely manner outside of Coastal Defence works working schedule, however, it should be noted AQUIND cannot undertake any noisy activities between 10pm and 7am outside the Harbourside Caravan Park and the residential flat above the Great Salterns Mansion Harvester. Steel plates may also be installed over entrance and exit positions and continual project alignment and engagement discussions which happen regularly between different construction companies working within close proximity of one another.</p> <p>The requirement for method statements and agreement of those via the Co-Operation Agreement would apply. AQUIND have therefore agreed to the submission and agreement of method statements, with those being provided for agreement not less than three months before works are intended to commence in an area of overlap and the agreed method statement being complied with in relation to such works, to ensure there is a working alignment between both parties.</p> <p>Should there be an emergency situation where the Council need access or need to pass over an open</p>	<p><i>approximately doubles from two minutes to just under four minutes. These increases in journey time reflect the reductions in average link speeds caused by reduced capacity and traffic congestion at the location of the assessed TM (Link 3). The combination of these factors leads to traffic diverting away from the construction works on the A2030 Eastern Road.</i></p> <p>Table 11</p> <p>Table 11 - Journey time data for A2030 Eastern Road between Anchorage Road and Tangier Road in PM peak</p> <table border="1"> <thead> <tr> <th rowspan="2"></th> <th rowspan="2">DM JT (MM:SS)</th> <th colspan="2">DS1 (southbound lane closure)</th> <th colspan="2">DS2 (northbound lane closure)</th> </tr> <tr> <th>JT (MM:SS)</th> <th>Change from DM (MM:SS)</th> <th>JT (MM:SS)</th> <th>Change from DM (MM:SS)</th> </tr> </thead> <tbody> <tr> <td>Northbound</td> <td>01:46</td> <td>01:46</td> <td>±00:00</td> <td>02:37</td> <td>+00:51</td> </tr> <tr> <td>Southbound</td> <td>01:24</td> <td>05:32</td> <td>+04:08</td> <td>01:29</td> <td>+00:05</td> </tr> </tbody> </table> <p><i>Table 11 demonstrates that the highest increase in journey times seen for the A2030 Eastern Road between Anchorage Road and Tangier Road were seen on the southbound carriageway in DS1 scenario. This journey time saw an increase equating to approximately four minutes. These increases in journey time reflect the reductions in average link speeds caused by reduced capacity and traffic congestion at the location of the assessed TM (Link 3). The combination of these factors leads to traffic diverting away from the construction works on the A2030 Eastern Road.</i></p> <p>Noting the above identified potential delays to vehicles moving along the A2030 Eastern Road between Anchorage Road and Tangier Road, it is not anticipated that the AQUIND works will give rise to increases in journey times that would adversely impact on the timeliness of CP related construction vehicles, including those in connection with the pouring of concrete.</p> <p>Outline Construction Environment Management Plan (REP9-005)</p> <p>Section 2.3 – General Working Hours</p> <table border="1"> <thead> <tr> <th></th> <th>Working hours per day</th> <th>Working hours per week</th> </tr> </thead> <tbody> <tr> <td>Onshore Cable Installation</td> <td>07:00 – 17:00 (Monday – Friday) 08:00 – 13:00 (Saturday)</td> <td>6 days (day 6 is Saturday working, typically a 5 hour shift 08:00 – 13:00)</td> </tr> </tbody> </table> <p>Section 2.3.1 - Noise</p> <p>Section 8 – Eastern Road between Airport Service Road and the north of Milton Common (c.350 m south of Tangier Road): Up to 24 hour working, seven days per week for up to six weeks per circuit is permissible. Noisiest activities (road cutting/breaking and re-surfacing) will not be carried out at night (22:00-07:00) outside the Harbourside Caravan Park and the residential flat above the Great</p>		DM JT (MM:SS)	DS1 (southbound lane closure)		DS2 (northbound lane closure)		JT (MM:SS)	Change from DM (MM:SS)	JT (MM:SS)	Change from DM (MM:SS)	Northbound	01:46	01:46	±00:00	02:37	+00:51	Southbound	01:24	05:32	+04:08	01:29	+00:05		Working hours per day	Working hours per week	Onshore Cable Installation	07:00 – 17:00 (Monday – Friday) 08:00 – 13:00 (Saturday)	6 days (day 6 is Saturday working, typically a 5 hour shift 08:00 – 13:00)
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					<p>working area during the limited period of AQUIND works in this location, AQUIND would work with the Council and/ or CP in finding a workable solution by means of installing temporary steel plates for safe and controlled passage.</p> <p>Update position - March 2023</p> <p>Based on current progress to date with the North Portsea Island Coastal Defence Scheme and the revised programme of works for the AQUIND project it not anticipated there will be any overlap.</p>	<p>Salterns Mansion Harvester. Refer to section 6.2.8 of the OOCEMP for further detail regarding the road cutting/breaking and re-surfacing restriction.</p> <p>Ecological Constraints Section 5.3.1 – General Ecological Control Measures Avoidance of scrub, hedgerow or tree clearance between 1st March and 31st August due to nesting bird season. If scheduled during this time (which overlaps with proposed timeframes) a suitably experience ornithologist should be present during clearance.</p> <p>Section 6.2.1 - Location Specific Ecological Control Measures Winter Restriction of Works Adjacent to Chichester and Langstone Harbour SPA</p> <p>The Order Limits between Airport Service Road and Tangier Road fall within the highway and therefore do not include SWBGS sites or the Chichester and Langstone Harbours SPA. However, the SPA is located to the east of the Order Limits and as a result the strip of land to the east along the length of Section 8.1 is subject to Principle 6 whereby:</p> <ul style="list-style-type: none"> Percussive piling or works with heavy machinery (i.e. plant resulting in a noise level in excess of 69 dB LAFmax – measured at the sensitive receptor) should be avoided during the bird overwintering period (i.e. October to March inclusive). The sensitive receptor is the nearest point of the SPA or any SPA supporting habitat (e.g. high tide roosting site). P54 and P29 are excluded from this principle. Buildings that are situated between them and the construction works will buffer noise such that it will not be in excess of 69 dB LAFmax within either site. <p>It should be noted that the following SWBGS sites are located adjacent to the Order Limits (running north to south), and Principle 6, as set out above, applies to each during October - March:</p> <ul style="list-style-type: none"> P12, a Core Area, is located immediately west of the Order Limits between Airport Service Road and Burrfields Road; P19A and P19E, both low use areas are located immediately west of the Order Limits, south of Burrfields Road; P19D, a Primary Support Area, is located immediately west of the Order Limits; and P19B, a Secondary Support Area, located immediately west of the Order Limits, north of Tangier Road.
<p>Great Salterns Quay Car Park (Section 8)</p> 	<p>CP's Compound 5 (main office and welfare for staff)</p> <p>April 2021 – Winter 2024 and re-opened as car park</p>	<p>Works: cable route and potential joint bay locations</p> <p>Duration of works: 17 weeks</p>	<p>17 weeks</p>	<p>It is anticipated CP works would have been complete by the time AQUIND require this work area. However, retain in case of any delays associated with remaining CP works</p>	<p>The AQUIND works at Great Salterns Quay Car Park are now not expected to start before April 2025 by which point the Council will not require Compound 5 according to the Coastal Defence works project programme and current progress on the scheme. However, retain in case of any delays associated with remaining CP works.</p>  <p>As shown in the illustrative google maps screenshot the cables and cable ducts may be installed not routing through the Council compound 5, however, the northern end of the Compound 5 has been identified as an indicative joint bay location. The joint bay does</p>	<p>The AQUIND works at Great Salterns Quay Car Park are now not expected to start before April 2025 by which point the Council will not require Compound 5 according to the Coastal Defence works project programme and current progress on the scheme. However, retain in case of any delays associated with remaining CP works.</p>


Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	WSP Comments Nov 2021 including CT comments on behalf of PCC/CP Jan 2022	WSP 07.12.2021 Outline Measures for Managing Traffic and Construction Impacts contained within FTMS and OOCEMP which DCO requirements require compliance with.
 <p>AQUIND Interconnector Works Plans</p> <p>Legend:</p> <ul style="list-style-type: none"> Work No. 4 Works to lay the Onshore HVDC Cables Limits of Deviation for Work No. 4 Trenchless Crossing Zone HDD Compound Order Limits 					<p>not need to be constructed at the same time as the cable ducting installation. This can, and often is, done just prior to commencement of the cable pulling installation and jointing works. It is anticipated that the cable joint bay works can be flexibly programmed to minimise disruption to ongoing Coastal Defence works.</p> <p>As mentioned above at Compound 4 it is anticipated to take approximately 4 working weeks to install a joint bay of this type, should there be a need to align with CP due to both projects being present at this location.</p> <p>Although the total AQUIND working period at Great Salterns Quay Car Park is anticipated to last for 17 weeks, this is mainly due to the distance being covered in this section (1200m). The AQUIND cable ducts will be installed in a progressive way with the work site moving progressively along the section under construction at an anticipated rate of 12 to 24m / day in this area.</p> <p>Where the installation of the AQUIND cable ducts cross the Council Compound 5 access/exit route, the measures suggested at Compound 4 to resolve the issue are also valid here as well at Compound 5.</p> <p>The requirement for method statements and agreement of those via the Co-Operation Agreement would apply. AQUIND have therefore agreed to the submission and agreement of method statements, with those being provided for agreement not less than three months before works are intended to commence in an area of overlap and the agreed method statement being complied with in relation to such works , to ensure there is a working alignment between both parties.</p> <p>Should there be an emergency situation where the Council need access or need to pass over an open working area during the limited period of AQUIND works in this location, AQUIND would work with the Council and/ or CP in finding a workable solution by means of installing temporary steel plates for safe and controlled passage.</p> <p>Update position - March 2023</p>	

Location (Map)	CP's indicative works and programme	AQUIND's indicative works and programme	Maximum duration of overlap	Potential Solution	WSP Comments Nov 2021 including CT comments on behalf of PCC/CP Jan 2022	WSP 07.12.2021 Outline Measures for Managing Traffic and Construction Impacts contained within FTMS and OOCEMP which DCO requirements require compliance with.																																																																																																						
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<p>Land at northern end of Milton Common (Section 8)</p>  	<p>CP's Compound 6 (main office and welfare for staff and significant storage for equipment.)</p> <p>April 2022 – Autumn 2023</p>	<p>Works: cable route and potential joint bay locations</p> <p>Duration of works: 11 weeks</p>	<p>11 weeks</p>	<p>It is anticipated CP works would have been complete by the time AQUIND require this work area. However, retain in case of any delays associated with remaining CP works.</p>	<p>AQUIND understands that the construction of the remaining 800m of wall (approx.), tying in with the finished sea defence at Milton Common is the last remaining section of works for Phase 4. It is understood these remaining works are scheduled to take place in 2023.</p> <p>The AQUIND works at the land at northern end of Milton Common are now not expected to start before April 2025 by which point the Council will not be occupying Compound 6 according to the Coastal Defence works project programme and current progress.</p>  <p>As shown in the illustrative google maps screenshot the cables and cable ducts may be installed not routing through the Council compound 6, however, there will be a need for AQUIND to have a joint bay within this region due to the HDD6 works happening nearby. It remains valid at this location that the joint bay does not need to be constructed at the same time as the cable ducting installation. This can, and often is, done just prior to commencement of the cable pulling installation and jointing works. It is anticipated that the cable joint bay works can be flexibly programmed to minimise disruption to ongoing Coastal Defence works.</p> <p>As mentioned above at Compound 4 it is anticipated to take approximately 4 working weeks to install a joint</p>	<p>The information provided below is relevant to Tangier Road – Milton Common or Velder Avenue/Milton Road section of the route (Section 8.2 in the FTMS) – this includes CP Compound 6 (AS-072)</p> <table border="1" data-bbox="1914 667 2686 1138"> <thead> <tr> <th colspan="12">Calendar Restrictions</th> </tr> <tr> <th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th><th>May</th><th>Jun</th><th>Jul</th><th>Aug</th><th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th> </tr> </thead> <tbody> <tr> <td style="background-color: red;"></td><td style="background-color: red;"></td><td style="background-color: yellow;"></td><td style="background-color: yellow;"></td><td style="background-color: yellow;"></td><td style="background-color: green;"></td><td style="background-color: green;"></td><td style="background-color: green;"></td><td style="background-color: red;"></td><td style="background-color: red;"></td><td style="background-color: red;"></td><td style="background-color: red;"></td> </tr> <tr> <td colspan="12">Notes on Calendar Restrictions: Work Permitted Only During: Easter Holidays (2 weeks), May Half-Term (1-week), June July and August (approximately 13 weeks, with avoidance of the Victorious Festival Weekend). 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Surveys of PFC home match days held on a Saturday will be reviewed by and agreed with Portsmouth City Council and Hampshire County Council, noting it was not possible to carry out representative surveys due to the COVID-19 pandemic related restrictions. If these assessments identify that the traffic flows are comparable to those for weekday peak hours, the need to remove traffic management on football match days would be lifted, so as to assist with the efficient delivery of the works in this location.</p> <p>Construction within this section will not take place simultaneously with any other construction works within A2030 Eastern Road contained in Section 8 to mitigate the cumulative impacts of the construction taking place in two sections of the same road.</p> <p>Outline Construction Environment Management Plan (REP9-005)</p> <p>Section 2.3 – General Working Hours</p> <table border="1" data-bbox="1893 1801 2677 1990"> <thead> <tr> <th></th> <th>Working hours per day</th> <th>Working hours per week</th> </tr> </thead> <tbody> <tr> <td>Onshore Cable Installation</td> <td>07:00 – 17:00 (Monday – Friday) 08:00 – 13:00 (Saturday)</td> <td>6 days (day 6 is Saturday working, typically a 5 hour shift 08:00 – 13:00)</td> </tr> </tbody> </table>	Calendar Restrictions												Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec													Notes on Calendar Restrictions: Work Permitted Only During: Easter Holidays (2 weeks), May Half-Term (1-week), June July and August (approximately 13 weeks, with avoidance of the Victorious Festival Weekend). 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					<p>bay of this type, should there be a need to align with CP due to both projects being present at this location.</p> <p>Although the total AQUIND working period at Land at northern end of Milton Common is anticipated to last for 11 weeks, this is mainly due to the distance covered in this section. The AQUIND cable ducts will be installed in a progressive way with the work site moving progressively along the section under construction at a rate of around 12 to 24m / day in this area.</p> <p>Where the installation of the AQUIND cable ducts cross the Council Compound 6 access/exit route, the measures suggested at Compound 4 to resolve the issue are also valid here as well at Compound 5.</p> <p>The AQUIND HDD 6 laydown area at the southern part of the land at the northern end of Milton Common has been discussed in detail between CP and AQUIND and it is outside of the Council Compound 6 area and is not anticipated to cause any disruption during the HDD works to the Coastal Defence works project.</p> <p>The requirement for method statements and agreement of those via the Co-Operation Agreement would apply. AQUIND have therefore agreed to the submission and agreement of method statements, with those being provided for agreement not less than three months before works are intended to commence in an area of overlap and the agreed method statement being complied with in relation to such works, to ensure there is a working alignment between both parties.</p> <p>Should there be an emergency situation where the Council need access or need to pass over an open working area during the limited period of AQUIND works in this location, AQUIND would work with the Council and/ or CP in finding a workable solution by means of installing temporary steel plates for safe and controlled passage.</p> <p>It is anticipated CP works would have been complete by the time AQUIND require this work area. However, retain in case of any delays associated with CP works.</p>	<table border="1" data-bbox="1887 323 2890 451"> <tr> <td>HDD-6 (Milton Common)</td> <td>07:00 – 17:00 (Monday – Friday) 08:00 – 13:00 (Saturday)</td> <td>6 days (day 6 is Saturday working, typically a 5 hour shift 08:00 – 13:00)</td> </tr> </table> <p>Section 2.3.1 - Noise</p> <p>Section 8 – Eastern Road between Airport Service Road and the north of Milton Common (c.350 m south of Tangier Road): Up to 24 hour working, seven days per week for up to six weeks per circuit is permissible. Noisiest activities (road cutting/breaking and re-surfacing) will not be carried out at night (22:00-07:00) outside the Harbourside Caravan Park and the residential flat above the Great Salterns Mansion Harvester. Refer to section 6.2.8 of the OOCEMP for further detail regarding the road cutting/breaking and re-surfacing restriction.</p> <p>Ecological Constraints</p> <p>Section 5.3.1 – General Ecological Control Measures</p> <p>Avoidance of scrub, hedgerow or tree clearance between 1st March and 31st August due to nesting bird season. If scheduled during this time (which overlaps with proposed timeframes) a suitably experience ornithologist should be present during clearance.</p> <p>Section 6.2.1 - Location Specific Ecological Control Measures</p> <p>Winter Restriction of Works Adjacent to Chichester and Langstone Harbour SPA</p> <p>Winter working restrictions apply to the land at the northern end of Milton Common. Works at SWBGS sites are limited by a set of principles, depending on the classification of each SWBGS site.</p> <p>This section of the Order Limits partially includes two SWBGS sites, P23R and P23A, which are both Core Area SWBGS sites and as a result Principle 1 applies to works in those SWBGS sites:</p> <ul style="list-style-type: none"> Principle 1: Construction works cannot take place in SWBGS (those categorised as either core, primary support, secondary support, low use or candidate) sites that overlap with the Proposed Development's Order Limits during October – March. <p>Furthermore, Chichester and Langstone Harbours SPA is located to the east of the Order Limits in this location and as a result the strip of land to the east is subject to Principle 6 whereby:</p> <ul style="list-style-type: none"> Percussive piling or works with heavy machinery (i.e. plant resulting in a noise level in excess of 69 dB LAFmax – measured at the sensitive receptor) should be avoided during the bird overwintering period (i.e. October to March inclusive. The sensitive receptor is the nearest point of the SPA or any SPA supporting habitat (e.g. high tide roosting site). 	HDD-6 (Milton Common)	07:00 – 17:00 (Monday – Friday) 08:00 – 13:00 (Saturday)	6 days (day 6 is Saturday working, typically a 5 hour shift 08:00 – 13:00)
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AQUIND works adjacent to existing Milton Common Coastal Defences	N/A. CP works	Works: indicative	21 weeks		Should there be an emergency situation where the Council need access or need to pass over an open	N/A			

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<p>south of CP's Compound 6 – including HDD6 (Section 8)</p> 	<p>already completed in this location.</p>	<p>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>It is anticipated CP works would have been complete by the time AQUIND require this work area. However, retain in case of any delays associated with remaining CP works</p>	<p>working area during the limited period of AQUIND works in this location, AQUIND would work with the Council and/ or CP in finding a workable solution by means of installing temporary steel plates for safe and controlled passage. It is anticipated CP works would have been complete by the time AQUIND require this work area. However, retain in case of any delays associated with CP works.</p>	
<p>AQUIND works adjacent to existing Milton Common Coastal Defences – southern defences, east of Moorings Way and north of Uni of Portsmouth site (Section 8 / 9)</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>Should there be an emergency situation where the Council need access or need to pass over an open working area during the limited period of AQUIND works in this location, AQUIND would work with the Council and/ or CP in finding a workable solution by means of installing temporary steel plates for safe and controlled passage. It is anticipated CP works would have been complete by the time AQUIND require this work area. However, retain in case of any delays associated with remaining CP works.</p>	<p>N/A</p>



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**DRAFT
SUBJECT TO CONTRACT**

APPENDIX 3 - PLANTING SCHEME AND PLAN

DRAFT

NORTH PORTSEA ISLAND - PHASE 4B COASTAL DEFENCE WORKS

EASTERN ROAD PLANTING SCHEDULE EXTRACT

WILDFLOWER SEED MIX - BS10: Coastal Mix (Wildflowers 20%, Grass Seed 80%) or suitable equivalent

To be broadcast on all wildflower grassland areas.

Common Name	Species Name	%	Colour	Flowering	Height (cms)
Bird's Foot Trefoil	Lotus corniculatus	1.2	Yellow	May - Oct	15 - 40
Campion, Sea	Silene maritima	1.0	White	May - Sept	15 - 25
Cat's Ear - Common	Hypochaeris radicata	0.4	Yellow	June - Oct	15 - 50
Evening-Primrose, Common	Oenothera biennis	1.2	Pale Yellow	June - Oct	60 - 100
Goatsbeard	Tragopogon pratensis	1.0	Yellow	June - Sept	50 - 80
Haresfoot Clover	Trifolium arvense	1.0	Pink	July - Sept	15 - 50
Knapweed, Common	Centaurea nigra	2.0	Red - Purple	June - Sept	30 - 80
Knapweed, Greater	Centaurea scabiosa	1.2	Red - Purple	June - Sept	50 - 80
Corn Marigold	Chrysanthemum segetum	0.6	Golden Yellow	June - Oct	30 - 50
Lady's Bedstraw	Galium verum	1.2	Yellow	June - Sept	50 - 80
Oxeye Daisy	Leucanthemum vulgare	2.0	White	May - Sept	20 - 100
Poppy, Common	Papaver rhoeas	0.6	Red	May - July	50 - 70
St. John's-Wort,	Hypericum perforatum	0.8	Yellow	June - Sept	30 - 90
Campion, Bladder	Silene vulgaris	0.8	White	May - Sept	25 - 60
Toadflax, Common	Linaria vulgaris	0.8	Pale Yellow	June - Oct	30 - 90
Vetch, Kidney	Anthyllis vulneraria	1.6	Yellow	May - Onw	15 - 20
Viper's Bugloss	Echium vulgare	0.6	Bright Blue	May - Oct	50 - 100
Wild Carrot	Daucus carota	1.2	White	June - Oct	30 - 100
Yarrow	Achillea millefolium	0.8	White	June - Oct	20 - 100
Bent, Common	Agrostis castellana	3.7			
Crested Dogstail	Cynosurus cristatus	16.3			
Fescue, Sheeps	Festuca ovina	18.5			
Fescue, Slender Creeping Red	Festuca rubra, litoralis	6.0			
Fescue, Strong Creeping Red	Festuca rubra, rubra	22.2			
Smooth Stalked Meadow Grass	Poa pratensis	5.9			
Timothy, Small Leaved	Phleum pratense ssp Bertolinii	7.4			

Notes: Soil to wildflower grass areas should be to the lowest fertility available although within the PCC soils specification to be free of contaminants. Allow for fallow period after a suitable herbicide application throughout to remove pernicious weeds from new/disturbed soil prior to sowing. Use Boston Seeds BS10 coastal mix or similar approved, to suppliers recommendations, in appropriate conditions and season for seeding. Tel. 01205 280069. Allow for horticultural sand for broadcasting mix and for spot herbicide to nettles and pernicious grasses for 2 years, 4 times a year. Allow for overseeding of 100% wildflower only mix (no grasses) from supplier plus yellow rattle seeds (rates to be confirmed) to suppliers recommendations at a suitable time per year over 2 years to build seed bed and prevent dominance of grasses.

PHASE 4B - REMAINING WORKS

SPECIMEN TREES

Qty	Code	Species name	Common name	Size/Specification
2	PINn	Pinus nigra	Black Pine	Feathered tree, 2.5m high, CG, 80L
3	QUEp	Quercus petraea	Sessile Oak	14-16cm girth, 4.5m+ high, CG, 60L
2	TIL	Tilia cordata	Small Leaved Lime	14-16cm girth, 4.5m high, RB/CG, 60L

Note: All trees to be double staked (methods to be approved) and planted in 500mm depth clean topsoil over sand and gravel drainage layers to 1.2m pit diameter, bark mulch surface dressing to full diameter of tree pit. Provide & fit strimmer guard to base of tree trunk.

Trees to be supplied by Hilliers Nursery or similar approved.

Contact James Hillier, tel. 01794 368733.

Trees to be approved by PCC Landscape Architect

WI 2015.1 Maintenance specification

Note: for the purpose of this document, where 'Client' is referenced, this is Portsmouth City Council Landscape Architect.

Where 'Contractor' is referenced, this is AQUIND and their contractors.

1. General Maintenance Items

- i. Maintenance of the landscape areas shall be undertaken by a competent Landscape Contractor, preferably registered with the British Association of Landscape Industries (BALI).
- ii. Maintenance visits shall be undertaken at regular intervals during the growing season and at agreed intervals during the dormant season (min. 10 visits per year). At each visit the following operations shall be undertaken:
 - Undertake watering to specimen trees as required to ensure healthy growth / establishment of plant stock, minimum once every two weeks during April to August, and extended into any unusually dry periods during initial 2 years establishment of trees
 - Undertake the landscape maintenance outlined in the following sections
- iii. Standards

All soft landscape areas to be maintained to BS7370-4:1993. The landscape maintenance is to be carried out to a high standard at all times. The Contractor should ensure that the Site is left in a tidy and safe state following the undertaking of works outlined in the specification. All arisings should be removed from site. Chipping or shredding not permitted on site.

iv. Visits Log

Record sheets will be drawn up for recording maintenance visits, date, time, names of operatives, list of works carried out, duration of visit, inspection by PCC landscape architect and sign off. Landscape architect is to be contacted prior to making maintenance visits for fertiliser application, weeding and watering. Maintenance payments will only be made on completion and submission of record sheets / visit logs to landscape architect.

v. Chemical Use

The Contractor shall ensure that any chemical applications are undertaken by trained persons/operatives who have the appropriate NPTC certificates and in accordance with the manufacturers recommendations. The "Code of Practice" for the Safe Use of Pesticides for Non-Agricultural Purposes" will be observed where applicable. The use of any chemicals shall be noted on the record sheets as outlined above.

vi. Weather Conditions

The Contractor shall programme and vary their visits to coincide with appropriate weather conditions for carrying out their operations, with particular regard for the use of chemicals and the strimming of wildflower grasses. Avoid windy conditions for spraying of herbicide to avoid damage to surrounding vegetation.

vii. Pests/diseases

The Contractor shall notify the Client to any significant pest or disease problem affecting the planted stock and shall provide a suitable strategy for treatment to be agreed with the Client. Should mammalian pests become a problem on site, then proposals for their control/eradication should be submitted to the client for approval.

viii. Replacements

The Contractor should notify the Client of all trees and other plants found to be dead, dying, vandalised or suffering significantly from the current growing conditions. All failed/defective plants identified within the first 24 months of installation should be replaced by the contractor at the soonest available planting season to ensure a continued coverage of growth. Replacement plants should be of the same species and specification of the failed specimens.

ix. Watering

Ensure a suitable water supply is available to carry out the operations detailed in this document. In the event of water restrictions, eg. drought, the Contractor will be responsible for submitting proposals for an alternative source of water. Use potable mains water, wet full depth of topsoil (300mm for planting and grass areas, 500mm depth for tree pits). Do not damage or loosen plants. Watering will require a bowser vehicle driven along one side of the vegetation. Watering should be carried out during off-peak periods only.

2. Specimen Tree Planting

i. Objectives

To ensure new tree planting is suitably cared for to enable its successful establishment, and to promote healthy growth and attractive form.

ii. Prescriptions

Watering

- Watering programme should be monitored to ensure that at times of water shortage, eg. drought, sufficient water is applied to meet the conditions, particularly during the first three years of establishment in the growing period particularly, but even during the first Winter's establishment if there are extended dry periods. Allow a minimum of once every two weeks watering in first two years' establishment during April to August, to be carefully reviewed with PCC landscape architect in following two years for healthy establishment. Watering to comprise 35 litres per tree pit.

Fertiliser

- Apply a single dose of evenly spread 11:22:9 NPK, slow release fertiliser at a rate of 50g per tree from March to April. Spread evenly, carefully lifting mulch and replacing after applying fertiliser.

Pruning

- Pruning should be carried out in accordance with good arboricultural practice to BS3998. For any large branches, always check for approval with PCC arboriculturist before removing.

iii. Long term Monitoring

- Refirm trees in ground after strong winds, frost heave or other disturbances.
- Regularly inspect guying systems. Replace or resecure loose or missing underground guy wires. Adjust to suit stem growth, and to provide correct and uniform tension.
- Monitor and replace failed planting with new plants to the original size and specification between the next planting season. Ensure planting is conducted into well-prepared ground.
- Inspect trees for pests and diseases routinely.
- Maintain any mulch layer at the base of each tree by regular topping up to a depth of 75mm to a diameter of 1.2m from the trunk. Maintain a weed-free area around each tree trunk up to 1200mm diameter.

3. Wildflower Grass Areas

i. Objectives

To ensure new wildflower grass areas are suitably managed to maintain healthy, vigorous, attractive, naturalistic verges, free from disease, fungal growth, discolouration, scorch or wilt.

ii. Prescriptions

Strimming

- Once established, maintain to full natural height by strimming once a year after flowering period (September).
- Spread arisings evenly over strimmed areas & allow a weather-suitable period (suggested 2 weeks) for seeds to drop, then remove all stalks and foliage, scarifying surface to allow seeds to germinate. Remove all arisings from adjacent hard surfaces.
- Do not use strimmers within 100mm of tree stems, use nylon filament rotary cutters or other hand held machinery to avoid damage to bark, keeping 100mm from the stem of any tree.
- Take care around any obstructions, eg. street furniture.
- Edges adjacent to paths (suggested 500mm strip) should be maintained in a neat appearance to a shorter height (90mm)
- Allow for spot herbicide treatment of nettles, brambles, ragwort, thistles and pernicious grasses for 2 years, up to 3x year.
- Allow for overseeding of 100% wildflower only mix (no grasses) from supplier plus yellow rattle seeds (rates to be confirmed) to suppliers recommendations at a suitable time per year over initial 2 years to build up seed bed and prevent dominance of grasses

iii. Replacements

Where wildflower grass areas have become worn or have failed to establish or there are bare patches, these areas should be overseeded with appropriate wildflower seed of a similar mix to the original seed in the soonest available seeding season.

iv. Long term Monitoring

- Maintain annual strimming regime as described above.
- Maintain replacements as above.
- Remove any stones brought to the surface exceeding 25mm in any dimension.

5. Amenity Grass Areas

i. Objectives

To ensure new amenity grass areas are suitably managed to maintain healthy, vigorous, attractive, naturalistic verges, free from disease, fungal growth, discolouration, scorch or wilt.

ii. Prescriptions

- Once established, maintain to 90mm max. height by mowing once a month during growing period (April to October)
- Before each cut remove all litter and debris
- Leave arisings lightly spread over grass area
- Trim all edges
- Maintain grass areas free of broad leaved weeds such as Bramble, Thistle and Nettle
- Remove any stones brought to the surface that exceed 25mm in any dimension
- Water in within first three months establishment to ensure healthy, thriving sward

5. Summary – Maintenance Schedule

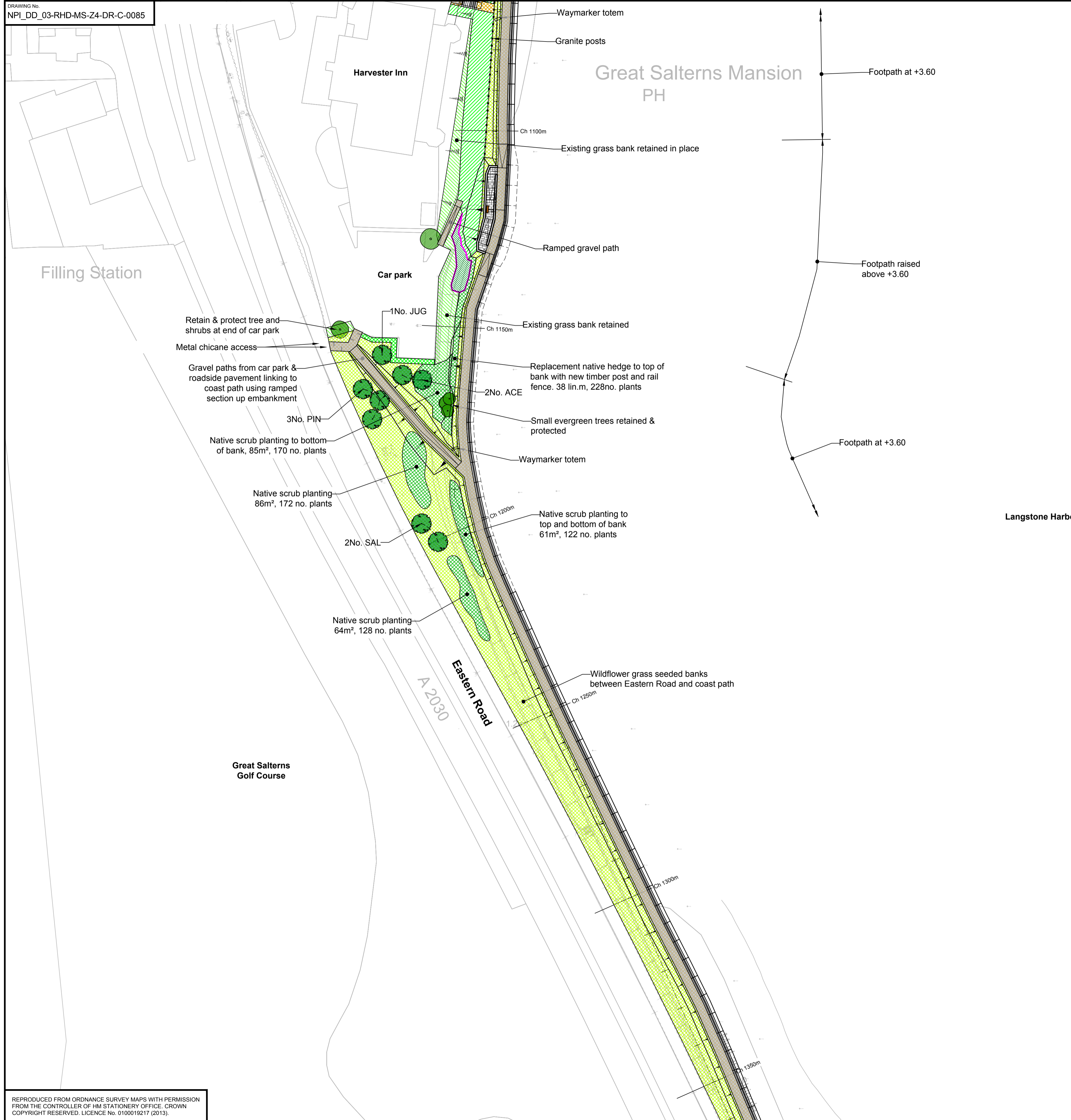
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Watering - tree pits only*				2x	2x	2x	2x	2x	2x			
Weeding			1x		1x		1x		1x			
Strimming wildflower & hedge screen areas ***									1x			
Spot Herbicide treatment of nettles/brambles etc in wildflower areas			1x			1x			1x			
Over-seeding of wildflower areas ****										1x		
Fertiliser - tree pits only			1x									
Pest/disease control	As necessary											

* Adjust watering depending on weather conditions. Avoid over-watering in excessively rainy conditions. Increase in times of excessive drought.

** Pruning of all native hedge & scrub/screen planted areas once a year only where required. Remove all arisings

*** Strim wildflower areas once a year in September time after flowering period. Allow arisings to lie for 2 weeks then rake away, scarifying surface to allow seeds to germinate. Also strim native scrub areas once a year in September to control weed growth around hedge plants. Take care strimming around plants, avoiding damage to establishing plants.

****Overseeding of wildflower areas - first 2 years establishment only



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.

- NOTES**
- ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
 - ALL LEVELS ARE IN METRES, RELATIVE TO ORDANCE 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

PLANNING

REV	DATE	DESCRIPTION	BY	CHK	APP
T02	18.02.2018	FOR CLIENT REVIEW	AIK	CT	APL
T01	24.08.2018	FOR CLIENT REVIEW	AIK	CT	APL

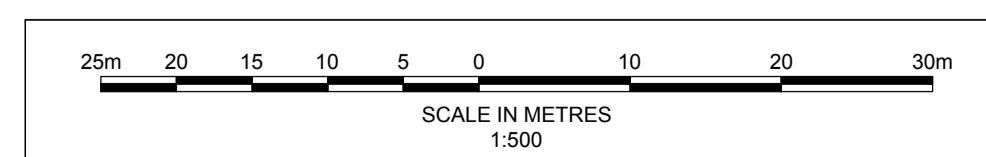
CLIENT

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

TITLE
**LANDSCAPE PLAN
SHEET 5 OF 8**

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DRAWN	CHECKED	APPROVED
A.I.K	CT	APL
DATE	SCALE	REF.
Aug. 2018	AT A1 AS SHOWN	PB3861
DRAWING No.	SUITABILITY	REVISION
NPI_DD_03-RHD-MS-Z4-DR-C-0085	S4	T02



APPENDIX 2

Crown Estate Letter to PINS dated 16 March 2021

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National Infrastructure Planning
The Planning Inspectorate
3D Eagle Wing
Temple Quay House
2 The Square
Bristol
BS1 6PN

AND BY EMAIL: aquind@planninginspectorate.gov.uk

16 March 2021

Dear Sirs

Planning Act 2008 and the Infrastructure Planning (Examination Procedure) Rules 2010

Application by Aquind Limited (“the Applicant”) for an Order Granting Development Consent for the Aquind Interconnector

I write further to the above.

In this letter:

“the book of reference” shall have the meaning given to it in the Order;

“the Commissioners” shall mean the Crown Estate Commissioners;

“Draft DCO” shall mean the Applicant’s draft development consent order (reference 3.1, Revision 007, Deadline 8 and dated 1 March 2021); and

“Order” shall mean the Aquind Interconnector Order 2021 once made by the Secretary of State.

As you are aware, the Commissioners disagree with any view that section 135(1) of the Planning Act 2008 (“the Act”) provides that any provision authorising the acquisition of third party interests in Crown land may only be included in a development consent order if the unconditional consent of the appropriate Crown body to the acquisition is obtained before the development consent order is made.

However, and without prejudice to the Commissioners’ position, the Commissioners have reached a separate agreement with the Applicant which provides the Commissioners with sufficient assurance as to the way in which compulsory acquisition powers (as contained in Article 23 of the Draft DCO) may be exercised in respect of third party interests in Crown land forming part of the Crown Estate. As such, and subject to the below, the Commissioners confirm their consent to the compulsory acquisition of the third party interests in Plots 7-22, 7-24 and 10-38 for the purpose of section 135(1) of the Act.

The Commissioners’ consent is granted subject to:

1. the inclusion and continuing application of the following amended “Crown rights” wording in the Order at Article 47:

“47.— (1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any lessee or licensee to take, use, enter upon or in any manner interfere with any land or rights of any

description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

- (a) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;*
- (b) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or*
- (c) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department;* ~~or~~

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in section 227 of the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown ~~without the consent in writing of the appropriate Crown authority (as defined in the 2008 Act).~~

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and is deemed to have been given in writing where it is sent electronically.

and;

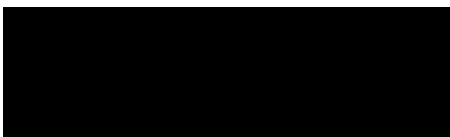
3. the Commissioners being consulted further if any variation to the Draft DCO is proposed which could affect any other provisions of the Order which are subject to section 135(1) and 135(2) of the Act.

Subject to:

- 1. the inclusion of Article 47 in the Order as referred to above and its continuing application; and
- 2. the Commissioners being consulted further if any variation to the Draft DCO is proposed which could affect any other provisions of the Order which are subject to section 135(1) and 135(2) of the Act

the Commissioners confirm their consent to Articles 3-8, 17, 19, 30-32, 39, 40 and 47 of the Draft DCO, to the extent that they are included in the Order, applying in relation to Plots 7-22, 7-24 and 10-38 for the purpose of section 135(2) of the Act.

Yours sincerely



Jonathan Treadaway
Senior Legal Counsel
For and on behalf of the Crown Estate Commissioners