

Our Ref: PT/DIC001/0005  
Your Ref: TR0110016

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By email to: [A63castlestreet@pins.gsi.gov.uk](mailto:A63castlestreet@pins.gsi.gov.uk)

10 September 2019

Dear Sir/Madam

**A63 (Castle Street Improvement, Hull) – TR010016**  
**Deadline 7: Response by EPIC (No.2) Limited ("EPIC")**  
**IP URN: 20018241**

We are writing in relation to Deadline 7.

**Update on Settlement Agreement**

Substantial progress has been made on the settlement agreement between EPIC and Highways England and it is considered that the remaining points are easily capable of resolution.

The completion of the settlement agreement will enable EPIC to withdraw its objection to the draft Order. Until that time, EPIC continues to object and seek that the changes to the draft Order, including protective provisions, it submitted as part of its representations for Deadline 3 be included in the draft Order. The changes sought are attached as an appendix to this letter.

If the settlement agreement can be concluded prior to the end of the examination, it will not be necessary to include the changes sought to the draft Order as they will be adequately provided for in the settlement agreement.

**Minor changes in draft Order and Book of Reference**

EPIC has asked Highways England to make some minor alterations in the draft Order and Book of Reference in order to ensure they reflect what has been agreed in the settlement agreement and be consistent with the relevant Land Plan. They are as follows:

*For the draft Order:*

Schedule 1: the description for Work No 18B should be changed from: "Working room for statutory undertaker works" to "Alterations to Kingston Retail Park car park"

Schedule 7 – on page 63, alter plot references from "3/5b, 3/5c, 3/5e, 3/5g, 3/5j, 3/5k" to "3/5b, 3/5c, 3/5d, 3/5e, 3/5g, 3/5za". In the same row, delete reference to "Work no. 18" and add additional description "Working room for construction".

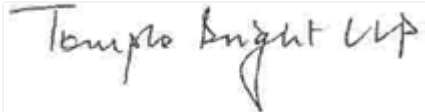
*For the draft Book of Reference:*

On page 170 in relation to plot 3/5d the entry in the column entitled 'Extent of Acquisition or use and description of development' should be changed from "All interests and rights in..." to "Temporary possession and use of..."

## **Next Steps**

EPIC hopes that the settlement agreement will be agreed and concluded in the next two weeks, which will enable EPIC to withdraw its objection prior to the end of the examination period.

Yours faithfully

A handwritten signature in black ink that reads "Temple Bright LLP". The signature is written in a cursive, slightly slanted style.

## **Temple Bright LLP**

London office

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## A63 CASTLE STREET IMPROVEMENT, HULL

### DEVELOPMENT CONSENT ORDER 20[XX]

#### DRAFT ALTERATIONS TO THE DCO PROPOSED BY EPIC (NO.2) LIMITED (URN: 20018241)

- 1.1 This note details the proposed changes to the draft Order by EPIC (NO.2) LIMITED (“EPIC”)
- 1.2 The proposed changes are in three categories:
  - 1.2.1 Requirements, where the matters are of wider interest than Highways England and the Kingston Retail Park;
  - 1.2.2 Protective provisions for Kingston Retail Park;
  - 1.2.3 Alterations to the works and temporary possession provisions

## 2. REQUIREMENTS

- 2.1 The suggested amendments are as follows (number referring to amendments in Part 1 of Schedule 2 of the draft Order):
  - 2.1.1 4(2A) - The Traffic and Transport Management Plan under paragraph (2)(d)(xv) shall include traffic modelling and a traffic scheme (“the Daltry Street scheme”) in respect of the operations of the Daltry Street roundabout and the route along English Street to Kingston Street during the construction of the authorised works.
  - 2.1.2 4(2B) The Secretary of State may only approve the Daltry Street scheme if satisfied that contains appropriate improvement works to roads and junctions and a timetable for any works or other measures.
  - 2.1.3 4(2C) The Traffic and Transport Management Plan under paragraph 4(2)(d)(xv) shall include vehicular and pedestrian signage including signage for the Kingston Retail Park to customers from the A63 eastbound via the Daltry Steet / Madeley Street / Rawling Way / Hessele Road Roundabout, Daltry Street, Jackson Street and English Street.

#### *Pedestrian Routes during the construction period*

- 2.1.4 [new]13. A direct pedestrian route from Ferensway to Commercial Road or the Kingston Retail Park at the Mytongate Junction will be retained open for public use during the carrying out of the authorised works and following their completion.

*[Or, if the first proposal is not required]*

- 2.1.5 [new]13(1) Public use of the pedestrian route from Ferensway to Commercial Road or the Kingston Retail Park across the Mytongate Junction shall be maintained unless:

- (a) the Secretary of State has approved the closure of the route;
- (b) a scheme has been submitted to and approved by the Secretary of State for alternative arrangements for promoting public access between the City Centre and the Kingston Retail Park and leisure uses on Kingston Street and for the permanent restoration of the route, and
- (c) that scheme is in operation.

2.1.6 13(2) In considering whether to approve the closure and the scheme under subparagraph (1) above, the Secretary of State shall have special regard to the desirability of maintaining the direct pedestrian route and the need to minimise any period of closure.

2.1.7 13(3) The scheme shall include the provision of a regular shuttle bus service between those destinations.

*Access to properties off Spruce Road*

2.1.8 [new]14 Spruce Road shall not be stopped up, nor its use by frontagers be restricted, until:

- (a) Alternative vehicular access for premises served by Spruce Road was been provided via Lister Street, for vehicles up to 16.5m long articulated heavy goods vehicles; and
- (b) Parking on Lister Street has been controlled by a Traffic Regulation Order to allow the safe and convenient passage of such heavy goods vehicles.

**3. PROTECTIVE PROVISIONS FOR SCHEDULE 8**

3.1 These provisions are for the protection of the interests of EPIC (No.2) Limited and the occupiers of the Kingston Retail Park [References to EPIC (No.2) Limited include its successors in title]

3.1.1 Access will be maintained to both service yards at Kingston Retail Park for vehicles up to 16.5m articulated HGVs at all times (24 hours a day, seven days a week) during the construction and operation of the authorised development.

3.1.2 The undertaker will minimise the extent and duration of temporary possession of the Kingston Retail Park service yard and car park.

3.1.3 Prior to taking possession of any of plots 3/5a, 3/5b, 3/5i or 3/5j the undertaker will agree the temporary arrangement of the Kingston Retail Park service yard and car park with EPIC (No.2) Limited and will carry out the agreed works, in accordance with an agreed timetable.

3.1.4 Prior to the completion of Work 15, the undertaker will agree the permanent layout of the Kingston Retail Park service yard and car park with EPIC (No.2) Limited and will carry out the agreed works, in accordance with an agreed timetable.

- 3.1.5 The undertaker will reinstate permanent level pedestrian access to the Kingston Retail Park from the Mytongate Junction in agreement with EPIC (No.2) Limited and prior to the completion of the authorised works.
- 3.1.6 The undertaker shall relocate the two existing totem poles on the Kingston Retail Park, during the works period and after completion of the works, to locations agreed with the owner of the retail park. The poles shall be reinstated within 14 days of their removal.
- 3.1.7 The undertaker will agree with EPIC (No.2) Limited on the design and finish of the hoarding to be erected by the undertaker on the Kingston Retail Park. On the A63 facing side the hoarding will contain a combination of KRP and Highways England panels.
- 3.1.8 The side of the hoarding facing the Kingston Retail Park car park and service yard will have a facing as designed and agreed by EPIC (No.2) Limited.
- 3.1.9 The undertaker and EPIC (No.2) Limited are to agree a management plan in respect of operations affecting the Kingston Retail Park, which will include details of:
- (a) Advance notification of works;
  - (b) Parking and movement of constructor vehicles;
  - (c) Restrictions on noise, dust, vibration and working hours;
  - (d) Agreed methods to monitor adherence to the CEMP in respect of the Retail Park, reporting and corrective action; and
  - (e) Health, safety and security requirements
- 3.1.10 The undertaker will:
- (a) Identify and provide site noise monitoring stations adjacent to the Kingston Retail Park;
  - (b) Monitor noise before and during the scheme construction phase in the vicinity of Kingston Retail Park and provide EPIC (No.2) with the results;
  - (c) Put in place arrangements for the reporting of noise concerns to the undertaker and addressing those matters.
- 3.1.11 Article 29(3)(a) (temporary use of land for carrying out the authorised development) shall not apply with respect to any land within Kingston Retail Park.
- 3.1.12 In the event that the parties are not able to reach agreement on any matter the subject of this article, then Article 44 (arbitration) shall apply, save that EPIC (No.2) Limited shall not be obliged to allow the undertaker to carry out alterations to the Kingston Retail Park car park or service yard outside plots 3/5a, 3/5b, 3/5i or 3/5j.

**4. OTHER AMENDMENTS TO DRAFT DCO**

4.1 Schedule 7, Land Plans – Sheet 3:

4.1.1 Leave out the row beginning 3/5b and insert:

3/5b, 3/5j	Working space for the construction of the new Westbound onslip	Work 15
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4.1.2 The Streets, Rights of Way and Access Plan Sheet 3 to be amended to show a highway being provided for the full width of the access to the western service yard of Kingston Retail Park.