

Lower Thames Crossing

5.4.3.22 Final Agreed Statement of Common Ground between (1) National Highways and (2) Verizon UK Ltd (Clean version)

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Version	Date	Submitted at
1.0	31 October 2022	DCO Application
2.0	18 July 2023	Deadline 1
3.0	5 December 2023	Deadline 8

Status of the Statement of Common Ground

This is the Final Agreed Statement of Common Ground between (1) National Highways (the Applicant) and (2) Verizon UK Ltd.

At Deadline 1, the Applicant and Verizon UK Ltd agreed that the Statement of Common Ground was an accurate description of the matters raised and the status of each.

The Statement of Common Ground was left open during examination in case new matters emerged; however, no new matters have emerged and so the Statement of Common Ground has been converted to a final iteration.

Both parties reached agreement on the position on the status of all eight matters. Of the eight matters, seven are agreed and one will remain under discussion, to be discussed at the detailed design stage of the Project.

From: [REDACTED]
Sent: Thursday, June 15, 2023 2:08 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Re: LTC - Verizon Updated SoCG

Hi [REDACTED]

Thank you for the update, I can state on behalf of Verizon UK Ltd that the current wording is acceptable.

Regards

[REDACTED]

Lower Thames Crossing

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1 Introduction

1.1 Purpose of the Statement of Common Ground

- 1.1.1 This Statement of Common Ground (SoCG) has been prepared in respect of the Development Consent Order (DCO) application for the proposed A122 Lower Thames Crossing (the Project) made by National Highways Limited (the Applicant) to the Secretary of State for Transport (Secretary of State) under section 37 of the Planning Act 2008 on 31 October 2022.
- 1.1.2 The SoCG has been produced to confirm to the Examining Authority where agreement has been reached between the Applicant and Verizon UK Ltd, and where agreement has not been reached.
- 1.1.3 This final version of the SoCG has been submitted at Examination Deadline 8.

1.2 Principal Areas of Disagreement

- 1.2.1 On the 19 December 2022 the Examining Authority made some early procedural decisions to assist the Applicant, potential Interested Parties and themselves to prepare for the Examination of the DCO application.
- 1.2.2 One of these procedural decisions was to use a tracker recording Principal Areas of Disagreement in Summary (PADS).
- 1.2.3 The PADS Tracker would provide a record of those principal matters of disagreement emerging from the SoCG and should be updated alongside the SoCG as appropriate throughout the Examination with the expectation that a revised PADS Tracker should be submitted at every Examination deadline.
- 1.2.4 Verizon UK Ltd elected not to produce a PADS Tracker, indicating to the Applicant that they did not have any principal areas of disagreement and were content that Table 2.1 within this SoCG adequately presented their matters.

2 Matters

2.1 Final position on matters

- 2.1.1 A position statement on engagement undertaken between the Applicant and Verizon UK Ltd is presented in Appendix A.
- 2.1.2 The outcome of this engagement is presented in Table 2.1 which details and presents the matters that are agreed or that remain under discussion between (1) the Applicant and (2) Verizon UK Ltd.
- 2.1.3 In Table 2.1, relevant issues relating to the dDCO articles and Requirements in Schedule 2 to the dDCO have been identified under the heading ‘DCO and Consents’.
- 2.1.4 At Examination Deadline 8 there are eight matters, seven are agreed and one that will remain under discussion.
- 2.1.5 With regards to the matter under discussion, it is acknowledged there are some matters where further discussion may need to take place during the detailed design or construction stages of the Project to finalise detail and as such, there are some matters that will remain 'under discussion' until that time. There is one matter in this SoCG to which this applies, and this is indicated via an asterisk (*).
- 2.1.6 This is the final Statement of Common Ground between the Applicant and Verizon UK Ltd.

Table 2.1 Final position on matters

Topic	Item No.	Verizon UK Ltd. Comment	Applicant’s Response	Application Document Reference	Status
DCO and consents					
Land agreements/ rights	2.1.1	Verizon UK Ltd. assets will only be in the adopted highway so there are no issues with land agreements or easements.	The draft DCO contains the appropriate powers necessary for the diversion of Verizon UK Ltd.’s apparatus, including the powers necessary to acquire the land/rights required for that diversion, for any temporary works, and to extinguish rights for existing apparatus.	Draft DCO [Document Reference 3.1 (10)]	Matter Agreed

Topic	Item No.	Verizon UK Ltd. Comment	Applicant's Response	Application Document Reference	Status
			All Verizon UK Ltd. apparatus to remain within the publicly maintainable highway on completion of the Project.		
Order Limits	2.1.2	The Verizon UK Ltd. assets within the Order Limits have been identified and agreed.	This has been shared and agreed.	Draft DCO [Document Reference 3.1 (10)]	Matter Agreed
Design – road, tunnels, utilities					
Coordinated detailed design.	2.1.3	Verizon UK Ltd. to share their designs with the Project.	The Application as submitted has adequate provisions to cater for Verizon's designs. The Applicant will continue to engage with Verizon to ensure that there is coordination of the design and programme. The Protective Provisions adequately protect Verizon UK Ltd. The Applicant considers that this point will be resolved outside the DCO process once it is closer to carrying out works.	N/A	Matter Under Discussion*
Redundant assets	2.1.4	Verizon UK Ltd. are not responsible for removing any redundant assets.	The Applicant can confirm that the redundant assets will be removed by the Project during construction wherever possible and where not feasible will be identified and marked (upon the completion of the Project construction, the updating of this shall cease).	N/A	Matter Agreed
Construction					
Construction contract	2.1.5	The understanding is that this will be delivered under the New Roads and Street Works Act 1991 (NRSWA).	Agree to be delivered through NRSWA.	N/A	Matter Agreed

Topic	Item No.	Verizon UK Ltd. Comment	Applicant’s Response	Application Document Reference	Status
Protective Provisions					
Protective Provisions	2.1.6	The parties continue to discuss the terms of the Protective Provisions. Verizon UK Ltd. has a statutory function to deliver a service and Verizon UK Ltd. needs to ensure that there is no detriment to its undertaking as a result of the works. Verizon UK Ltd. have provided a set of additional requirements. The Applicant’s Engineering Team to confirm that the requirements are reasonable and manageable.	The Applicant and Verizon UK Ltd. have agreed the protective provisions for operators of electronic communications code networks. The additional requirements sought by Verizon UK Ltd. have been approved by the Project.	Protective provisions, Schedule 14 of draft DCO [Document Reference 3.1 (10)]	Matter Agreed
Protection of existing assets	2.1.7	Verizon UK Ltd. recognises that the draft protective provisions provide a mechanism for the protection of Verizon UK Ltd.’s existing apparatus.	The Protective Provisions in Part 2 of Schedule 14 to the draft DCO contain the following text, confirming that the provisions of the Electronic Communications Code (ECC) continue to apply: <i>‘The exercise of the powers conferred by article 37 (statutory undertakers) is subject to Part 10 (undertaker’s works affecting electronic communications apparatus) to the electronic communications code’.</i>	Protective provisions, Schedule 14 of draft DCO [Document Reference 3.1 (10)]	Matter Agreed
Maintenance access	2.1.8	Verizon UK Ltd. need to retain access to their network for maintenance throughout the duration of the Project.	There are adequate protections to Verizon UK Ltd.’s interests set out in the Protective Provisions. Also see the comment regarding the Protective Provisions and the ECC which prohibits interference with operators’ apparatus except in certain circumstances or following specified procedures.	Protective provisions, Schedule 14 of draft DCO [Document Reference 3.1 (10)]	Matter Agreed

Appendix A Engagement activity

- A.1.1 The Applicant and Verizon UK Ltd have had extensive engagement since the inception of the Project.
- A.1.2 There has been engagement and dialogue through the statutory and non-statutory consultation, the various design iterations and releases.
- A.1.3 The engagement has been in the form of face-to-face meetings, MS Team meetings, telephone calls and email correspondence.
- A.1.4 The parties are content for their engagement to be captured and presented in the SoCG in this manner.

Appendix B Glossary

Term	Abbreviation	Explanation
Development Consent Order	DCO	Means of obtaining permission for developments categorised as Nationally Significant Infrastructure Projects (NSIP) under the Planning Act 2008.
Electronic Communications Code	ECC	The electronic communications code is set out in Schedule 3A of the Communications Act 2003. It is a set of rights that are designed to facilitate the installation and maintenance of electronic communications networks.
New Road and Street Works Act 1991	NRSWA	Legislation for the co-ordination of street works, works for road purposes and related matters.
Statement of Common Ground	SoCG	This document detailing the issues agreed, under discussion or not agreed at the time of examination.

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