

A585 Windy Harbour to Skippool Improvement Scheme

TR010035

7.35 Responses to Representations at Deadline 8

APFP Regulation 5(2)(q)

Planning Act 2008

Infrastructure Planning (Applications: Prescribed
Forms and Procedure) Regulations 2009

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Infrastructure Planning

Planning Act 2008

The Infrastructure Planning
(Applications: Prescribed Forms and
Procedure) Regulations 2009

**A585 Windy Harbour to Skippool
Improvement Scheme**
Development Consent Order 20[]

RESPONSES TO REPRESENTATIONS RECEIVED AT DEADLINE 8

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ABBREVIATIONS


Abbreviations contained within this document are listed below with an indication of their meaning in the context of this Scheme.

Abbreviation	Meaning
CA	Compulsory Acquisition
CEMP	Construction Environmental Management Plan
CLA guidance	Country Land and Business Association
CWIS	Cycling and Walking Investment Strategy
DCO	Development Consent Order
dDCO	Draft Development Consent Order
ExA	Examining Authority
FRA	Flood Risk Assessment
HSE	Health and Safety Executive
IGE	Institution of Gas Engineers
LCWIP	Local Cycling and Walking Infrastructure Plans
MMO	Marine Management Organisation
NE	Natural England
PA 2008	Planning Act 2008
REAC	Record of Environmental Actions and Commitments
SoCG	Statement of Common Ground
UKCP18	UK Climate Impacts Programme 2018

1 RESPONSES TO REPRESENTATIONS RECEIVED AT DEADLINE 8

- 1.1.1 The purpose of this document is to set out the responses to the Representations Received at Deadline 8.
- 1.1.2 These can be found in Table 1-1 below.

Table 1-1: Responses to Representations at Deadline 8

Reference Number	Written Representations	Response to Written Representation
Richard Turner & Sons on behalf of Messrs Ditchfield		
REP8-XXX-01	We refer to the above and following recent discussions with representatives from Highways England we can confirm that we have still have outstanding queries regarding the temporary land use area on our clients land. It would appear to us from the Environmental Master Plan sheets 13 and 14 that a substantial part of the area which is required for temporary use is in actual fact going to be planted to woodland edge. We are unsure as to what exactly woodland edge involves and have asked for clarification. Clearly this gives the impression that although the land is required temporarily it may well be that it is used in such a way that it can no longer be returned to its former use once it is returned to the landowner. We would query whether this is in fact a temporary use of land.	The Applicant notes that the outstanding queries of Messrs. Ditchfield and will provide a formal response direct to them as soon as possible. The Applicant confirms that it will continue to engage with Messrs. Ditchfield and their land agent to resolve any queries.
REP8-XXX-02	We have also noted that in the responses to representations received at deadline 6 and 6A being document 7.28 under paragraph REP6 – 024 – 2 that the applicant has indicated that the temporary working area is required for 2 purposes the first being for the installation of the new highway boundary. We question why such a large area is required for such a simple task which should only require an extra 1metre to 2 metre to the side of the boundary. In this particular case the working area appears to be some 20 metres to 30 metres wide. The second purpose is to carry out planting to mitigate the loss of vegetation and enable early planting of new trees ahead of landscaping. Whilst we are quite happy to consider the early planting of new trees ahead of landscaping we fail to understand the further comment that the applicant could reduce the extent of temporary land required to align with the environmental master plan (which reflect a smaller footprint of landscape planting), however this would result in no early planting of woodland ahead of the main works. We are completely at a loss to understand how permitting early planting would extend the area required unless it is simply a case of they are seeking to extend even further the area and it would be an area in addition to that shown on sheets 13 and 14 of the environmental master plan.	<p>The Applicant notes that currently there is a difference in area between the area of woodland edge planting that has been identified in the Environmental Masterplan (document reference TR010035/APP/6.19 – Rev 3) and the draft DCO limit. This difference has been highlighted in blue.</p>  <p>If the landowner is seeking to restrict the land subject to temporary possession, the Applicant is agreeable in entering into dialogue with the landowner about how this might be achieved. However, this would result in no early planting. The Applicant is not seeking to acquire any land beyond that shown in sheets 13 and 14 of the Environmental Masterplan.</p>
Richard Turner & Sons on behalf of Mrs M Smith		
REP8-XXX-01	<p>We refer to the above and a request in respect of confirmation of notification of acquisition of permanent rights. We write to confirm that the information we have received from Highways England simply confirms that there will be acquisition of permanent rights for various utilities and or Highways England as follows.</p> <ul style="list-style-type: none"> • In plot 5/06A for United Utilities and Electricity North West. • In plot 5/06B for United Utilities, Electricity North West and Cadent 	The land and the purposes for which temporary possession of the land could be taken, including for diversion of apparatus, have long been identified in Schedule 7 to the dDCO. Similarly, article 29(9) of the dDCO has always provided that the Applicant may also acquire permanent rights over that land. At the request of the ExA, the Applicant wrote to Mrs Smith to draw attention to the possible acquisition of new rights over her land pursuant to Article 29(9).

Reference Number	Written Representations	Response to Written Representation
	<p>Gas.</p> <ul style="list-style-type: none"> • In plot 5/06C & D for United Utilities and also for Highways England in respect of the highway • and mammal fence. • In plot 5/06H for Cadent Gas and Electricity North West • In plot 5/06I for Electricity North West • In plot 5/06J for United Utilities 	
REP8-XXX-02	In no case have we been given any further details in terms of length of width of the permanent rights to be acquired. We assume that all these rights will be via an easement and we would be pleased to receive confirmation as to whether this easement will be granted solely under the development consent order in which case the right will vest in Highways England or the individual utility companies will require their own fully written easement.	The diversions and limit of deviations are outlined in the Work Plans (document reference TR010035/APP/2.3) which provide the details of length and width. These rights will be acquired pursuant to the DCO for the benefit of the Applicant and/or statutory undertakers as appropriate. It is not anticipated that separate easements will be required.
REP8-XXX-03	We will require any easement granted under the development consent order to contain the same terms and conditions as any existing easement with the relevant utility.	The Applicant has not had sight of any existing easements and, as such, cannot respond to this comment at this time. The Applicant will continue to engage with the landowner on this issue.
REP8-XXX-04	We are also concerned regarding the Highways England requirement for highway fence and mammal fence maintenance and will be pleased for a fuller explanation of what this will be.	The maintenance will consist of occasional site inspections of the condition of the fencing and when required any repair work.
REP8-XXX-05	We also express further concern regarding the Environmental Master Plan where there appear to be areas of proposed planting which are out with the permanent acquisition areas and will thus be returned to our clients in an unusable condition. We are also intrigued to note that for plot 5/06H where there are to be rights acquired for Cadent and Electricity North West, there also appears to be linear belts of shrubs and trees to be planted (LE2.4) which I think will be in direct conflict with the requirements of any utility company easement.	The Environmental Masterplan is indicative only at this stage. The Applicant notes the comment made by the landowner and confirm that the issues will be taken into account in the detailed design of the Scheme.
REP8-XXX-06	We also note from the Environmental Master Plan sheet 9 of 32 that the land lying to the north of the proposed bypass which will be retained by our clients has an extremely restricted and I would suggest probably unusable access. This access needs to be of suitable hard-core construction with dropped kerb to Lodge Lane (If it kerbed at this point) so that our clients can get in and out of the field at this new access point. It is also in an area where there appears to be Woodland Edge planting out with the acquisition area and to which we wish to object.	The Environmental Masterplan is indicative only at this stage. The Applicant notes the comment made by the landowner and confirm that the issues will be taken into account in the detailed design of the Scheme.
	Cadent	
REP8-XXX-01	Cadent Gas Limited (Cadent) is a statutory undertaker for the purposes of the Planning Act 2008 (PA 2008) and is providing comments on the final form of draft DCO (dDCO) submitted by the Promoter.	The Representation is noted. The Applicant refers to its submission at Deadline 8 (TR010035/APP/7.33).

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REP8-XXX-02	<p>The differences with Cadent's preferred protective provisions relate to:</p> <p>(a) Paragraph: 3.2.1 28(3)(c), which purports to exclude liability; and</p> <p>(b) 3.2.2 15, which relates to arbitration and specifically the powers excluded from arbitration.</p> <p>These outstanding issues were not raised by Cadent in previous submissions as they have only been raised by the Promoter and brought to Cadent's attention after Deadline 7. In respect of Paragraph:</p> <p>(a) 28(3)(c), this issue and the Promoter's preferred drafting was first brought to Cadent's attention on Friday 20 September 2019; and</p> <p>(b) 32, this issue was first brought to Cadent's attention on Friday 27 September 2019.</p> <p>Accordingly, Cadent has not had sufficient time to consider the full consequences of the Promoter's proposed protective provisions. Cadent's response at Deadline 5 demonstrates that it had understood the only outstanding issues at that stage to be insurance and security, and until Friday 20 September 2019 these were the only outstanding issues. Cadent considers that it is not appropriate for the Promoter to raise these issues at such a late point in the examination when Cadent and the Promoter have been engaged in positive discussions throughout, and indeed prior to the examination of the Project. Cadent should not be prejudiced by the Promoter raising issues at the very end of the examination, and Cadent reserves its right to submit further representations at Deadline 9.</p> <p>Paragraph 28(3)(c) of the Promoter's preferred protective provisions seeks to exclude the Promoter from liability for indirect and consequential losses that third parties may suffer. The consequence of this wording would be that Cadent would be responsible for any indirect and consequential losses that a third party would suffer as a result of damage or a loss of supply caused by the Promoter. This is not acceptable and Cadent does not accept this position. The scope of the indemnity is agreed save for this point. For clarity, the indemnity only applies in respect of third party claims as follows: "any other expenses, loss, demands, proceedings, damages, claims, penalty or costs properly incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent".</p> <p>The indemnity also provides that Cadent must give the Promoter reasonable notice of any such third party claim or demand and that "no settlement, admission of liability or compromise must, unless payment is required in</p>	<p>The Representation is noted. The Applicant refers to its submission at Deadline 8 (TR010035/APP/7.33).</p>

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	<p>connection with a statutory compensation scheme, is to be made without first consulting the undertaker and considering their representations". Therefore, before the Promoter could be liable to Cadent for a third parties' costs under the indemnity, three things would need to occur:</p> <ol style="list-style-type: none"> 1. First, the Promoter must have caused damage or in any interruption in any service provided, or in the supply of any goods, that have caused loss to the third party; 2. Second, that third parties' costs must have been properly incurred by or recovered from Cadent; and 3. Third, Cadent must have either settled that claim having consulted and considered the Promoter's representations or have been obliged to make the payment in under a statutory compensation scheme. <p>This procedure ensures that the indemnity only applies to properly incurred or recovered costs, and provides the Promoter with the opportunity to make representations on any such claim. This is sufficient protection for the Promoter.</p> <p>Notwithstanding the above and the framework of the indemnity, there is a more important principle at stake: Cadent derives no benefit from the Project. Therefore, Cadent should not be exposed to any costs or losses as a result of the Project, whether foreseeable or not.</p> <p>There is no objectively justifiable reason to allocate responsibility for damage or interruption caused by the Promoter such that the Promoter is responsible for foreseeable costs and losses and Cadent is responsible for unforeseeable costs and losses. In both instances, the losses are caused solely by the Promoter and regulated by the terms of the indemnity as identified above.</p> <p>On this point, money spent and costs incurred by Cadent is ultimately passed on to consumers in their energy bills. This is not appropriate in respect of losses caused by a third party.</p> <p>Notwithstanding the late addition of this provision, Cadent has been in discussion with its insurance team and has identified that it is not insured for such losses caused by third parties, which is why it is so important that the indemnity is not unfairly limited.</p> <p>As the Secretary of State noted in the Eggborough decision, exposing a third party that derives no benefit from the Project with the risk of losses as a result of that Project would place an unreasonable and unjustified burden on that third party. Ultimately, Cadent would face a risk of potential costs and losses through no fault of its own. Such costs and losses are unquantified, and when</p>	

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	<p>associated with the potential scale of costs and losses that a third party could suffer as a result of having its gas supply interrupted could be significant.</p> <p>Whilst the Eggborough DCO includes an exclusion of unforeseen consequential loss, the Examining Authority's report makes it quite clear that such a clause places an unreasonable and unjustified burden on the third party in that instance⁴. Whilst the Examining Authority ultimately recommended the inclusion of additional wording and the inclusion of an amended clause, this was based on the relevant promoter's justification during that specific examination. This should not be viewed as a precedent.</p> <p>In the current instance, the Promoter has provided no justification for the inclusion of Paragraph 28(3)(c) to date as it has not sought to include such wording until after Deadline 7. The Promoter has provided no justification for the inclusion of Paragraph 28(3)(c) to Cadent through negotiations, other than the fact that the wording is included within the Eggborough DCO. Ultimately, the type of costs and losses that the Canal and Rivers Trust may have suffered pursuant to the Eggborough DCO could be materially different to those that Cadent may suffer as a result of the Project.</p> <p>In addition to the above, there are examples of DCOs with protective provisions regulating the relationship between the Promoter and Cadent's statutory predecessor (National Grid Gas plc) which include the indemnity but which do not include this provision.</p> <p>Finally, the Promoter's preferred wording actually goes beyond the standard protective provisions it has included within its own draft of the DCO (see Paragraph 11 of Part 1 of Schedule 10 to the dDCO), which does not carve out such indirect or consequential loss in the same way in the corresponding provisions. This reflects the Promoter's position throughout the examination.</p> <p><u>Therefore, Cadent requests that the Secretary of State does not include paragraph 28(3)(c) within the Order (if made)</u></p> <p>Paragraph 15 of the protective provisions regulates the matters that are subject to arbitration, and those that are not subject to arbitration. In respect of this:</p> <ol style="list-style-type: none"> 1. Cadent's protective provisions carve the provisions of paragraph 26 out of the scope of arbitration; but 2. the Promoter's protective provisions do not carve the provisions of paragraph 26 out of the scope of arbitration. <p>Cadent seek to carve paragraph 26 out of the scope of arbitration given the importance of this paragraph to the protection of Cadent's retained apparatus.</p>	

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	<p>The Promoter does not have any issues with the scope of paragraph 9, and therefore recognise the importance of protecting Cadent's retained apparatus, but they seek to subject paragraph 26 to arbitration.</p> <p>The reason that Paragraph 26 is required to protect Cadent's apparatus is as follows:</p> <ol style="list-style-type: none"> 1. Major Accident Hazard pipelines are regulated by the Pipeline Safety Regulations 1996. Under Regulation 15, it is an offence to cause damage to a pipeline as may give rise to a danger to persons and could result in enforcement action by the HSE. 2. The Pipeline Safety Regulations 1996 requires that pipelines are operated so that the risks are as low as is reasonably practicable. In judging compliance with the Regulations, the HSE expects duty- holders to apply relevant good practice as a minimum. 3. Well established national standards and protocols for major accident hazard pipelines assist the HSE in ascertaining whether the risks incurred in working with such pipelines have been mitigated as much as reasonably practicable. The following standards are relevant to Cadent's apparatus: <ol style="list-style-type: none"> a. IGEM/TD/1: This Institution of Gas Engineers (IGE) Standard applies to the design, construction, inspection, testing, operation and maintenance of pipelines and associated installations, designed after the date of publication. It sets out engineering requirements "for the safe design, construction, inspection, testing, operation and maintenance of pipelines and associated installations, in accordance with current knowledge." b. This Standard is intended to protect from possible hazards members of the public and those who work with pipelines and associated installations, as well as the environment, so far as is reasonably practicable, it is also intended to ensure that the security of gas is maintained. c. IGE recommendations IGE/SR/18: This standard reeregulates safe working practices to ensure the integrity of gas pipelines and associated installations. This standard outline management procedures and safety precautions affecting the design, construction, maintenance and demolition of services, structures and other works in the vicinity of gas plant. d. HSE's guidance document HS(G)47: This guidance document is aimed at those involved in carrying out work on or near apparatus. Its purpose is avoiding danger from underground services, and it outlines the potential dangers of working near underground services and gives advice on how to reduce any direct risks to people's health and safety, as well as the indirect 	

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	<p>risks arising through damage to apparatus.</p> <p>e. TSP/SSW/22: This Cadent specification manages industry protection of plant.</p> <p>f. It is aimed at third parties carrying out work in the vicinity of Cadent gas pipelines and associated installations and is provided to ensure that individuals planning and undertaking work take appropriate measures to prevent damage.</p> <p>g. The requirements in this document are in line with the requirements of the IGE IGE/SR/18 Edition 2 - Safe Working Practices To Ensure The Integrity Of Gas Pipelines And Associated Installations, and the HSE's guidance document HS(G)47 Avoiding Danger from Underground Services.</p> <p>4. These industry standards have the intention of protecting the:</p> <p>a. integrity of the pipelines, Cadent's network and distribution of gas;</p> <p>b. safety of the local area surrounding gas pipelines; and</p> <p>c. safety of personnel involved in working near to gas pipelines</p> <p>5. Cadent therefore requires an appropriate level of control and assurance that the industry regulatory standards will be complied with in connection with works in the vicinity of its apparatus. Failure to comply with industry safety standards, legal requirements or Health and Safety standards create a health and safety risk and could have potentially serious consequences for individuals or property located in proximity to the pipeline/s.</p> <p>6. Cadent has the benefit of a gas transporter licence (the Licence) under section 7 of the Gas Act 1986 (the Act). Cadent has a statutory duty under its Licence to ensure that these Regulations and protocols are complied with. Cadent requires specific provisions in place for an appropriate level of control and assurance that the industry regulatory standards will be complied with in connection with works to connect to and in the vicinity of the apparatus.</p> <p>For all of the above reasons, it is crucial that Cadent retains protection over how its network operates and how its network is protected.</p> <p>The Promoter has offered no explanation for its late position to Cadent, other than a vague concern that Cadent may not act reasonably in protecting its apparatus. These concerns are unfounded, and in any event the Promoter would be open to explore other avenues if it felt that was the case. Cadent is under a statutory duty to conduct itself in an efficient and economic manner in operating its network, and for this reason it must retain control over how is</p>	

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	<p>operates that network.</p> <p>It is for Cadent, as an experienced gas undertaker under statutory and Licence obligations, to determine what measures are reasonable for the protection and integrity of its network.</p> <p>It is also worth noting that the Promoter accepts Cadent's position in respect of apparatus that is to be removed and new apparatus that is to be constructed under sub-paragraph 24(2) of the protective provisions, as sub-paragraph 24(2) is carved out of the arbitration provisions for the same reasons identified above given Cadent's statutory duties. The Promoter has offered no justification for treating paragraph 26 any differently to sub-paragraph 24(2) or taking an inconsistent position.</p> <p><u>Therefore, Cadent requests that the Secretary of State includes paragraph 15 within the Order (if made) in the form included in Cadent's preferred protective provisions.</u></p>	
	Edward Greenwood, Fleetwood Renewable and Energy Enterprise 2007	
REP8-XXX-01	<p>Our Representation in reply to Highways England's response REP7 - 020 is attached below.</p> <p>The Flood Risk Assessments states that it is not possible to design out the risk of tidal flooding at Skippool and Windy Harbour and instead evacuation is suggested to save lives. The Wyre Flood Plan Version 4 May 2018 is intended to cope with this risk but the Plan has weaknesses. Refer to REP6. FREE. 028.4 Flood risk Assessment Report. Paras 9 and 10.</p> <p>This assessment was confirmed last week when Councillor Ken Minto tried to help several of his constituents at risk of flooding obtain sand bags from Wyre Council. After spending several hours visiting the Departments providing these services none were able to help. It follows that if Wyre officials were called on to implement the Flood Plan at only 2 hours notice on a wet and windy night; it is unlikely that all the lives at risk at Skippool, Thornton and Fleetwood. would be saved.</p> <p>Clearly this is an unsatisfactory arrangement and unless a plan is put in place to prevent this disaster the bypass scheme should not be approved.</p>	<p>The Applicant has responded to the representations made by Fleetwood Renewable and Energy Enterprise on several occasions and is not able to add anything further at this stage. The Applicant would like to remind Fleetwood Renewable and Energy Enterprise that the Flood Risk Assessment (document reference TR010035/APP/5.2 – Rev 1), as well as the Flood Warning and Evacuation Plan (document reference TR010035/APP/7.2 – Rev 1) submitted with the DCO application have both been approved by the Environment Agency.</p>
REP8-XXX-02	<p>FREE. 023.4 We require you to publish future predicted tidal heights for (say) 25, 50, 75 and 100 years hence, together with the basis of the information on which those predictions are based. We would then intend to show the extent to which the area subject to flooding from the River Wyre will flood -and consequently the extent to which the proposed road improvements will be ineffective.</p> <p>HE. 023.4 Future predicted tidal heights would need to be obtained from the Environment Agency; the Applicant would not be in a position to publish this</p>	<p>The scope of the Flood Risk Assessment (document reference TR010035/APP/5.2 – Rev 1) was agreed with the Environment Agency and the subsequent assessment was undertaken in line with the agreed approach and data sets. This is documented within the signed Statement of Common Ground with the Environment Agency (document reference TR010035/APP/8.3).</p>

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	<p>information. For the FRA, the Applicant is only required to model a 0.5% AEP tidal event (with and without UKCP18 climate change allowance) which has been agreed with the Environment Agency, refer to the Statement of Common Ground with the EA (document reference TR010035/APP/8.3)</p> <p>Free. 023.4 Reference document TR010035/APP/8.3 shows various estimates for rising sea level all of which will be superseded by recent Government estimates. It follows that the Coastal flood boundary conditions for the UK: update 2018 Technical summary report is also outdated. Tide heights shown in TR010035/APP/8.3 and TR010035. 5.2 Flood Risk Assessment understates maximum tide heights and the effect of tidal surges. This information and tide heights on which the FRA is based are matters concern particularly as the same tides are predicted to inundate large areas of land and property. Clearly someone living on high ground in say Southport may not be concerned but this is not the case for residents in Cleveleys.</p>	
	Carrington Group Mains Lane Limited	
REP8-XXX-01	<p>As previously confirmed, Carrington is the registered proprietor of the land shown edged red, blue and green on Plan 1 (the "Land"). For the purposes of these representations the land coloured red is "Parcel 1", the land coloured blue is "Parcel 2" and the land edged green is "Parcel 3".</p> <p>The Land is affected by the proposed route of the Scheme as the Scheme will</p> <ul style="list-style-type: none"> i) stifle development proposed for the Land, ii) prevent current use of large parts of the Land and iii) have an onerous effect on the value of the Land. <p>This letter contains further representations in addition to those which have previously been submitted by, or on behalf of Carrington throughout the Application process and examination timetable including, for the avoidance of doubt, the letter dated 24 January 2019 sent by Eversheds on behalf of Carrington to the Planning Inspectorate (the "January Correspondence") and all relevant representations submitted.</p>	<p>The Applicant notes the comments made by Carrington which have been raised previously and orally at the Compulsory Acquisition Hearing. The Applicant responded to the comments on those occasions, please refer to RR-008 in Comments on Relevant Representations (document reference TR010035/APP/7.9), ExQ 1.1.15, ExQ 1.8.7 in Responses to the Examining Authority's Written Questions (document reference TR010035/APP/7.10). Also 1.1.15 and 1.8.7 in Fylde Borough Council's Responses to ExA's First Written Questions.</p>
REP8-XXX-02	<p>Preventing Future Development</p> <p>Parcel 2 has the benefit of planning permission for a 9 unit residential development (with reference APP/M2325/W/17/3174723) and representations have already been submitted in respect of this.</p> <p>Parcel 3 consists of approximately 5.8 acres immediately to the South of Parcel 2. The route of the new road runs directly through the Parcel 3 and so</p>	

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	<p>the Scheme, if implemented, will not only result in the loss of Parcel 3 to Carrington, but will also prevent the proposed development of Parcel 3 by Carrington now or in the future.</p> <p>As above, Parcel 2 already has the benefit of full planning permission for residential development and full approval of reserved matters with reference 18/0724. In the Inspector's decision a number of significant conclusions are stated regarding the acceptability of residential development off Mains Road and in the locality of Parcel 2. These considerations would logically apply to a residential development on Parcel 3.</p>	
REP8-XXX-03	<p>Carrington intends to apply for planning consent in the future for a development of Parcel 3 as an extension of the previously consented development on Parcel 2, which would be either residential in nature, or of a nature that is ancillary and beneficial to, the previously consented development.</p> <p>Parcel 3 is land which clearly has a prospect of residential development, or other forms of development ancillary and beneficial to the previously consented development. It could provide essential housing stock and be naturally attached to the abutting development of residential housing, but for the construction of the Scheme.</p> <p>Whilst this part of Carrington's land is not allocated for housing, and despite the recent adoption of the local plan and its position in relation to a 5 year housing land supply (that it barely reaches) as required by the NPFF, there is no guarantee that this position is correct or achievable by Fylde Borough Council.</p> <p>Carrington consider that this land could release at least a further nine residential dwellings and therefore objects to the route of the Scheme and seeks realignment of the route away from the Southern Land so that it can make more efficient and better use of its land while it co-exists with the Scheme.</p>	
REP8-XXX-04	<p>Sterilisation of Parcel 1 Due to Insufficient Access</p> <p>Parcel 1 is shown on the attached plan edged red and is currently let for agricultural purposes.</p> <p>Parcel 1 is the larger of the sites that make up the Land and comprises a future phase of development which is anticipated to comprise over 150</p>	

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	<p>dwelling. It is not allocated for housing in the adopted local plan but it is clear that it has the potential for a future planning consent for residential development taking into account its position, location and the proximity to recently consented schemes including the planning consent granted to Carrington on Plot 2.</p> <p>Representations have already been raised to state that Plot 1 will need to come forward for residential development. The increased onus and burden on planning authorities to ensure the supply of five years housing land and the requirement for local authorities to demonstrate through evidence that the sites in their plans are actually deliverable supports this view particularly considering the recent assessment of only 5.1 years housing supply in the area. This figure only just passes into the minimum target level and so it is entirely conceivable that the supply may not be met and development on Plot 1 be permissible. At the very least, a local planning authority or Planning Inspector could legitimately take the view that a scheme of approximately 9 dwellings would constitute windfall development. Our client believes the historic poor performance and failure in relation to housing delivery within this borough council supports the view that Parcel 1 has a realistic prospect of residential development being granted in the future.</p>	
REP8-XXX-05	<p>At present, Carrington benefits from access to Plot 1 by way of a gated access way from Mains Lane measuring 10.5m in width, which is necessary for the passing of up to two agricultural vehicles at present and for access onto Mains Road from Parcel 1.</p> <p>The current access way was intended to be used by Carrington as the entrance roadway into a proposed future development of 150 dwellings and for all construction traffic during development. The existence of an access road measuring 10.5m in width was a material inducement to the acquisition of the Site by Carrington.</p> <p>Plans presented at the outset of the DCO process provided no access to Plot 1 which made it land locked with current and future uses sterilised. The Scheme plans were subsequently changed to provide an access to Plot 1 from the new carriageway to be constructed as part of the Scheme.</p> <p>The plans to the Scheme have now been varied as can be seen from the attached plan HE548643-ARC-GEN-SZ_ZZ_000DR-D-3065 ("Plan 2"). A new access way has been incorporated to provide access to Parcel 1 which is shown as being only 4.5m in width, some 6 metres narrower than currently exists.</p> <p>No explanation or reasoning has been given by Highways England (the</p>	

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	<p>promoter of the Scheme) as to why Carrington is only being provided with a 4.5m width access to Parcel 1 and why there is no like for like replacement of an access way of the same width as currently exists.</p> <p>On the current Scheme plans Carrington will lose its 10.5m width access to Parcel 1, (a crucial feature of the Land and an inducement to the original acquisition by Carrington), and have it replaced with the 4.5m wide new access.</p> <p>The reduction in the access width is concerning and seems to lack discernible justification as no detail as to the reasoning that led to a decision to reduce the access width by 6 metres has been provided by Highways England. There is more than enough land contained within the limit boundary of proposed draft orders shown on Plan 2 for a sufficient like-for-like accessway of 10.5m width and no clear reasoning has been put forward as to why this is not acceptable and what basis in law or policy enables the subsuming and removal of essential access to Parcel 1 and replacement with an insufficient access which results in Parcel 1 being unusable.</p> <p>We can find no reference to any technical assessment undertaken by Highways England that would support its conclusion that a 4.5 metre wide access is appropriate for Parcel 1.</p> <p>The Manual for Streets prepared by the Department for Transport provides that carriageway widths should be appropriate for the particular context and uses of the street. Key factors to take into account include:</p> <ul style="list-style-type: none"> • the volume of vehicular traffic and pedestrian activity; • the traffic composition; • the demarcation, if any, between carriageway and footway (e.g. kerb, street furniture or trees and planting); • whether parking is to take place in the carriageway and, if so, its distribution, • arrangement, the frequency of occupation, and the likely level of parking enforcement (if any); • the design speed (recommended to be 20 mph or less in residential areas); • the curvature of the street (bends require greater width to accommodate the swept path of larger vehicles); and • any intention to include one-way streets, or short stretches of 	

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	<p>single lane working in two-way streets.</p> <p>It is apparent from general policy guidelines and roadway design geometry that a 4.5m wide access point to Parcel 1 will prevent any future planning consent for residential development as being of insufficient width and scope to enable the movement of residents and construction vehicles to and from Parcel 1. Minimum guidelines suggest between 5.5m and 8.8m of carriageway in addition to footpath and pavement provisions.</p> <p>The proposed access way width could also present a danger to roadway users on the carriageway being constructed as part of the Scheme by causing bottlenecking of traffic into and out of Parcel 1.</p> <p>Furthermore, the new access way also has the effect of preventing the current use of Parcel 1 for agricultural purposes. The width of 4.5m is not sufficient for the continual use of Parcel 1 by agricultural vehicles, particularly where two are seeking to use the access way at the same time. It would also, again result in bottlenecking of traffic into and out of Parcel 1 onto a fast moving carriageway and present a danger to roadway users.</p> <p>The effect of the proposed new access way shown on Plan 2 would prevent access to and from Parcel 1 for the current use and the proposed future use. The Scheme, as is currently proposed, therefore, continues to sterilise Parcel 1 for its current use and the proposed future use.</p> <p>There have been no constructive discussions between Carrington and Highways England in which the latter has sought to engage in constructive dialogue or to give significance to Carrington's concerns regarding Parcel 1 and enabling a suitable access to that land. The limit of the land subject to the orders as shown on Plan 2 shows sufficient capacity for a wider access way of at least 10.5 metres to be provided to access Parcel 1 which would preserve the ability to access both the current and future uses of Parcel 1. Maintaining the current width would also enable a reasonable and fair like for like replacement of the critical and valuable access way which would otherwise be lost by the implementation of the Scheme as currently designed and proposed.</p>	
REP8-XXX-06	Carrington therefore objects to the Scheme on the basis that it sterilises current and future use and development of Parcel 1.	
REP8-XXX-07	Carrington remain ready and willing to engage further following these representations and hope that it can work with Highways England to address the issues above and in previous representations made which remain and have still not been addressed.	

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	Marine Management Organisation	
REP8-XXX-01	<p>1.0 Notification by the MMO to remain an Interested Party by the ExA</p> <p>1.1 The MMO has an interest in this project because the works, as detailed within the Environmental Statement (ES), appear to include construction activities which are proposed to take place within the UK Marine Area as defined by Section 42 of the Marine and Coastal Access Act 2009 (MCAA 2009) – The Development Consent Order (DCO) application includes a draft Deemed Marine Licence (DML) under Section 65, MCAA. Should consent be granted for the project, the MMO will be responsible for monitoring, compliance and enforcement of DML conditions.</p>	MMO agreed and signed the Statement of Common Ground on 07 October 2019 (document reference TR010035/APP/8.16).
REP8-XXX-02	<p>2.0 Final SoCG</p> <p>2.1. The MMO noted as part of previous responses a number of requirements prior to sign-off of the SoCG. This included an updated DML containing co-ordinates. An updated DML has now been provided with updated co-ordinates – MMO is content that these co-ordinates appropriately capture the proposed area of works.</p>	
REP8-XXX-03	<p>2.2 The MMO also noted as part of previous responses that a number of issues remained with Natural England (NE). The MMO note that an agreement has not yet been reached with NE. MMO therefore are unable to sign off its own SoCG at this stage.</p>	
	Natural England	
REP8-XXX-01	<p>2.0 Comments on the Outline Construction Environmental Management Plan (CEMP)</p> <p>We note the request from the ExA in relation to night time working (letter dated 20 September 2019) and await Highways England’s response expected at Deadline 9.</p> <p><u>Bird Mitigation Strategy</u></p> <p>2.2. We have reviewed the CEMP Appendix B - Bird Mitigation Strategy (Rev 2, September 2019).</p> <p>2.3. The issue around obtaining shooting rights as part of the bird mitigation strategy is still outstanding – see Section 4 below.</p>	Natural England signed a Statement of Common Ground on 01 October 2019 (document reference TR010035/APP/8.1). The Applicant considers that all points raised have now been adequately addressed, based on the submissions made at Deadline 8.
REP8-XXX-02	<p>3. Comments on the Record of Environmental Actions and Commitments (REAC)</p> <p>3.1. We have reviewed the REAC (Rev 5, September 2019).</p> <p>3.2. Natural England is satisfied that all our previous concerns and suggestions regarding this Strategy have been adequately addressed by Highways England and have no further comments to make.</p>	
REP8-XXX-03	<p>4. Comments on the Draft Development Consent Order (DCO)</p> <p>4.1. Natural England has also been in ongoing discussions with Highways England regarding the draft DCO.</p>	

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	<p>4.2. We have agreed a number of changes to this document which will be reflected in the next version submitted at Deadline 8.</p> <p>4.3. We understand from our conversations with Highways England that further additional wording is proposed to be added into the DCO regarding the need to secure the bird mitigation strategy which includes securing the shooting rights around the mitigation area and that this will be included within the next version of the draft DCO to be submitted at Deadline 8.</p> <p>4.4. We also note the request from the ExA in relation to this issue (letter dated 20 September 2019).</p> <p>4.5. Subject to additional wording being added into the DCO regarding the implementation of the bird mitigation strategy, Natural England is satisfied that all elements of this Strategy will be fully secured.</p>	
	Edward Clarke	
REP8-XXX-01	<p>All (apologies for the layman's approach to what we feel should be a high calibre discussion) I have received correspondence from our (Mrs M Smith) appointed land agent, in relation to a meeting (Helen Bateys notes attached) i attended held on 1st August with Helen Batey, Scott Kershaw and Paul Dennis re the "Borrow Pit" compensation.</p> <p>The email covers a number of the important topics discussed but in reply to the email contents as received and partly representing the landowners interest I would like to put the following on record for future referral as necessary but hopefully for immediate action.</p> <p>1 The issues re permanent rights of way will dealt with directly with the relevant utilities companies, as the email suggests</p> <p>2 Borrow Pits (sometime referred to as "Sand Pits") we are concerned that the inference re compensation for the temporary use of our land being used as "Borrow Pits " valued around "agricultural land rent values "</p> <p>A we reserve our right as original landowners for land not being directly used for the road be return once the project has been completed.</p> <p>Our temporary borrow pits land appears to be valued on a par with other temporary acquired land which isn't being used for anything other than access / compound facilities. Our land will be devastated in relation to its current condition and we believe a fair a reasonable value must be agreed taking all relevant facts into account, based on the national CLA guidance along with other published data including any residences set.</p>	<p>The Applicant notes the comments made by Mr Clarke and will provide a formal response direct to him as soon as possible. The Applicant confirms that it will continue to engage with Mr Clarke and his land agent to resolve any queries or issues.</p>
REP8-XXX-02	<p>1 the basic land value must be a " loss of crop value " which is its current worth to ourselves, we received the going " loss of Crop" value Circ £450.00 per acre from Cuadrilla some six years ago for disruption to one year's part</p>	

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	<p>crop, this didnt include the entitlements loss to which re were reimbursed for also. the land was returned unaltered. The following in our opinion must then be considered with value added / possibly adding too /replacing the basic rent value accordingly.</p>	
REP8-XXX-03	<p>2 i have perused a substantial amount of the planning inspectorates issued / released extensive documentation and would note that the (highways England's commissioned survey) borehole data isn't too specific in describing the materials found within the ground but uses their generic terms of description / reference .</p> <p>The total area being aquired is in excess of 125,000.00 m/2 approximately 90.000 m/2 being the temporary acquired borrow pits area Just dealing with the "borrow pits "area and looking at the issued engineering section drawings showing proposed resultant land levels relative to their current levels highlights a reduced level varying from 1m to 2m overhaul (much deeper up to 12m deep where the road construction takes place) we had cause to check some land drainage routes and pit overflow drains this week around the extent of the "borrow pit" field the investagative dig resulted in us digging 5 no holes approximately 4m + deep , i did out of curiosity take samples @ 500mm depth intervals at each dig , i also vidioed and photographed each stage of each dig . despite the borehole engineers nonspecific terminology, these fully representative excavations very clearly and reasonably consistently without exception showed the ground make up namely.</p> <p>A ground to 400/500mm depth topsoil B 400/500mm depth to 1800/2000mm datum mixture of reasonable quality puddle clay (one area high stone content / sandy / clay)</p> <p>C 1800/2000mm DEPTH TO EXTENT OF 4000mm + DATUM DIG MATERIAL THAT IN MY OPINION APPEARED TO BE ALMOST PURE SAND, THAT FLAWED LIKE WATER THROUGH MY FINGERS. (in my opinion the bore hall survey core sample observer should have been more specific with the description of findings as its clear what materials were found)I have the almost 40 no dig sample and almost the same number of photographs inc 1 no video, should anyone wish to view or receive a copy</p> <p>With the above in mind if the resultant levels are 1 to 2m below what exists now the final datum is almost certainly at the current sand level datum .</p> <p>BUT as the borrow pits will be i assume possibly excavated much lower to allow the inferior spoil to be dumped within the reduced level area then I assume topped with say 400/500mm top soil? the amount of sand</p>	<p>The information provided in the Ground Investigation Report (document reference TR010035/APP/7.6) provides a summary of information from the Ground Investigations carried out in 2018, along with the review of Factual Reports, historic Ordnance Survey maps, geological maps and geological memoirs. The Ground Investigation Report follows the best practices specified by The Association of Geotechnical and Geoenviromental Specialists (AGS) guidelines and BS5930 Code of Practice for Ground Investigations, and the report includes the characterisation of the ground conditions and soil properties and engineering parameters in accordance with the guidelines.</p>

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	<p>being removed could be 2m/3 per 1m/3 of plan area.</p> <p>This excluding the road area and just looking at the borrow pits could amount to 180000 m/3 of quality sand being removed as Approximately 20% is top soil 30% is useable clay core and 50% being sand is potentially being excavated surely this is a Quarry and not a Borrow Pit thus should be valued accordingly i.e. minerals / materials removed as Helens email attached meeting notes refer (comment by Scott Kershaw SK please can we arrange for a minerals specialist involved / appointed) OR Do we /also appoint a specialist?</p>	
	Matt Hodges on behalf of Right to Ride Representative, Cycling UK	
REP8-XXX-01	In view of the many comments claiming roundabouts cause less delays than traffic lights and the objective of so many contributors to speed up and thereby encourage long distance car commuting with all its consequences for climate change I think it important to stress the Government's commitment to promoting active travel on foot and by bike. This has been largely ignored in the planning for this scheme and in most of the comments.	Refer to previous representation responses AS-022.4 in Comments on Relevant Representations (document reference TR010035/APP/7.9).
REP8-XXX-02	The Government are promoting their Cycling and Walking Investment Strategy (CWIS) and requiring local highway authorities to prepare Local Cycling and Walking Infrastructure Plans (LCWIP) and ministers have spoken frequently about "Cycleproofing" the strategic road network. The Highways Agency now Highways England were given funds (though not nearly enough) to address difficulties for pedestrians and cyclists along and across the trunk roads and at motorway accesses. These difficulties resulted from decades of car focussed development which ignored the needs of non-motorised users and the fact that the trunk road often played a vital part in linking local roads. The traffic levels on the busy trunk road made even short local journeys difficult or dangerous without a car. This scheme should not be allowed to continue that disastrous practice of causing more local disruption by not catering for non-motorised users.	Refer to the previous representation responses provided in AS-022 in Comments on Relevant Representations (document reference TR010035/APP/7.9) and REP3-025 Comments on Written Representations Received at Deadline 3 (document reference TR010035/APP/7.21).
REP8-XXX-03	To address this disruption plans were prepared for a cycling and walking shared path beside the A585 all the way from Fleetwood to Skippool where it would join up with the existing shared path on part of Mains Lane. A part of this plan has been implemented with a shared path from the Eros roundabout to Denham Way. The rest is waiting of further funding grants but will eventually provide a safe and convenient route for cyclists and walkers. This will have the added advantage of improving motor traffic flow on Amounderness Way as there will be less cyclists and even mobility scooters on the carriageway. It is important that the shared cycle path is continuous on the same side of the main road. It won't be used if cyclists have to swap on and off the carriageway particularly if it means crossing to the other side. The	

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	importance of such a route beside busy main roads cannot be overemphasised. The aim must be a shared path beside the A585 all the way from Fleetwood to the M55 J3 with good crossing of side roads. Few will ride the whole length regularly, but many will use it for several junctions: Fleetwood to Skippool, Norcross to Windy Harbour, Skippool to Thistleton. The important thing is a continuous shared cycle path stops this busy motorised highway being a no-go barrier that puts people off cycling.	
REP8-XXX-04	The trouble is adding a cycle path after the main road is created is far more expensive than doing it while construction a new road. It is absurd not to be creating a cycleway beside the new road. Sending cyclists along the closed old road is no substitute. Experienced road cyclists won't use the old road once the farmers have covered it in cowshit they will use the new road. Potential cycle commuters will just continue using a car adding to congestion and global warming. Please ensure that Highways England do the sensible thing and include a shared path beside the new road from Windy Harbour to Skippool.	
REP8-XXX-05	Regarding the roundabouts issue: Roundabouts give good results in light traffic but when traffic is heavy and mostly on one main route as it is with the A585 the continuous flow on the main route dominates the roundabout blocking entry from the side roads and blocking even more the pedestrians and any off road cyclists trying to cross that main route.	Noted, this forms part of the justification for the use of signalised junctions.
REP8-XXX-06	Ultimately this gets so bad that crashes are caused by drivers so desperate to get into the roundabout that they take risks or the roundabout has traffic lights added. Signalising a roundabout is an admission that the roundabout has failed. Far better to have a proper signalised junction as here. A signalised junction can also deal well with pedestrian and off-road cycling across the junction.	

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