

M54 to M6 Link Road
TR010054

8.28 Applicant Responses to Deadline 7
Representations and Examining
Authority Requests

Planning Act 2008

Rule 8 (1) (c)(ii)

Infrastructure Planning (Examination Procedure) Rules 2010

Volume 8

April 2021

Infrastructure Planning

Planning Act 2008

**The Infrastructure Planning
(Examination Procedure) Rules 2010**

**M54 to M6 Link Road
Development Consent Order 202[]**

**Applicant Responses to Deadline 7 Representations and Examining
Authority Requests**

Regulation Number	Rule 8 (1)(c)(ii); 10(5); 10(6) (b&c); 10(7) and 17(1)
Planning Inspectorate Scheme Reference	TR010054
Application Document Reference	8.28
Author	M54 to M6 Link Road Project Team and Highways England

Version	Date	Status of Version
1	7 April 2021	Issue at Deadline 8

Table of contents

Chapter	Pages
1 Introduction	1
2 Responses to Representations Made at Deadline 7.....	2
3 Section 3: Responses to ExA requests and Protective Provisions	11
Appendix A: Compulsory Acquisition Schedule	14
Appendix B – Allow Ltd Land Allocation	19

1 Introduction

- 1.1.1 This document has been prepared by the Applicant to set out its views and comments on responses from Interested Parties submitted at Deadline 7 on 30 March 2021. This document is being submitted at Deadline 8 for the M54 to M6 link road Examination on 7 April 2021 in line with the current Examination timetable.
- 1.1.2 The Applicant sets out within Table 1-1 overleaf the responses provided by Interested Parties submitted at Deadline 7 (column 4). Where the Applicant considers it is useful to respond, these responses are provided in column 5.
- 1.1.3 All application documents have a reference number [TR010054/APP/x.y], where the last two numbers are the application document number. All documents are presented in numerical order in the Guide to the Application [TR010054/APP/1.5] (the Guide). The number stays the same when a document is updated, with the 'version' being updated as shown in the Guide. This referencing style is used where a document is referenced without the need to reference a particular version. Where a response is referring to a particular version of a document, the document reference [z/x.y] is used, where 'z' is the reference given to the document in the Examination Library and 'x.y' is the document number in the Guide.
- 1.1.4 Section 3 of this document provides responses to matters requested by the Examining Authority and the Applicant's position in relation to protective provisions in favour of Cadent.
- 1.1.5 Appendix A of this document provides a revised version of the Compulsory Acquisition Schedule as requested by the Examining Authority.

2 Responses to Representations Made at Deadline 7

Representor	Topic	Ref	Representation	Applicant's Response
Allow Ltd				
Allow Ltd	Bat crossing points	1.1 to 1.2	<p>3.0.2 states that "Hilton lane bridge has not been designed as a bat crossing point rather its presence in the design for other purposes provides bats an opportunity to cross the road given that it will be 6m above the height of the road and vegetation could be planted up to the edge of the structure". This is in response to questions raised over the effectiveness of the structure to create a safe flight-line for bats over the scheme. However, the mitigation for bats, and justification concerning habitat loss around Lower Pool, is that habitats will be created to the west of the scheme. This will require bats to safely access them. So, one must question the usefulness and purpose of Hilton Lane bridge in relation to bats. We contest that the structure is not suitable to facilitate bat movements in its current form. In addition, the Applicant says that it has 'not been designed as a bat crossing point'. Surely this further brings in to question the likelihood of bats using the structure and, as such, safely accessing the planting to the west of the scheme.</p> <p>The Applicant has also stated that "none of the surveyed potential crossing points at Lower pool are important for bats and no specific crossing locations for bats have been included as mitigation". This further supports recommendations regarding the relocation of planting to the east of the scheme to better benefit bats and allow their continued safe use of the area.</p>	<p>Refer to the Applicant's response to representations made at Deadline 5 [REP6-039/8.25], Section 2, response to Allow's comments on paragraphs 4.2.7, 4.2.8, 4.2.10, 4.2.12, 4.2.15 and 4.2.18 of Document 8.22 (pages 21-23).</p> <p>Locating the compensation planting to the east of the road is more favourable for biodiversity than planting in plot 5/2, as set out in the 'Assessment of Alternative Locations for Mitigation in Plot 5/2' [REP4-036/8.22]. In the context of the Environmental Impact Assessment it cannot be concluded that removing existing woodland within Lower Pool LWS and replanting it to the east of the road would be a beneficial effect on the local bat population.</p> <p>The Applicant maintains that the current Scheme is the most appropriate design for the proposed mitigation measures which balances the impacts to biodiversity and heritage assets.</p>
Allow Ltd	Woodland losses	1.3 to 1.9	<p>3.3.3 Allow appreciate that the Applicant has recognised that the non-woodland buffer area should be excluded from the woodland calculations, which removes 2.88ha (7.12ac) from their 'woodland loss' calculated to inform the mitigation areas to be compulsorily acquired. Allow are disappointed that despite this the Applicant does not consider it appropriate or necessary to reduce the area that is to be acquired from Allow to facilitate such areas of mitigation.</p> <p>It is our understanding therefore that the area proposed to be acquired to offset Lower Pool SBI losses is as follows:</p> <p><u>Area lost</u> Woodland 2.126 ha 5m buffer 0.450 ha Water 0.460 ha</p> <p><u>Mitigation areas</u> Woodland + buffer 4.84 ha Water 0.57 ha Grassland 0.78 ha</p> <p>It is assumed that the "grassland" area is comprised of grass embankments alongside the Shrubbery and a small area around the proposed pools in 5/2. The area of the proposed mitigation pools and grassed banks surrounding them shown on the revised environmental masterplan is approximately 0.57 ha.</p>	<p>The Applicant can confirm that the area of woodland planting proposed in Plot 5/2 is 4.94 ha. The remainder of this plot is made up of standing water, species-rich grassland, amenity grassland, hedgerows, individual trees, retained woodland, a bridleway and the link road itself, as shown on the Environmental Masterplan [REP7-016/6.2]. A figure has been produced, for information, which sets out the areas of the Scheme (hardstanding and each habitat type) that is proposed on land currently owned by Allow Ltd, refer to Appendix B of this report. The areas shown are indicative as they are based on the preliminary mitigation design submitted with the DCO Application as shown on the Environmental Masterplan [REP7-016/6.2]. The mitigation measures and clearance areas will be further developed during the detailed design of the Scheme.</p> <p>Refer to the Applicant's response to Written Question 3.7.3 [REP6-039] for the justification for the mitigation proposed on Plot 4/20c. The woodland planting (0.95 ha) in this plot is intended to provide visual screening as well as habitat and wider connectivity for bats and other species, it is not intended specifically to provide a crossing point over the Scheme.</p> <p>Refer to the Applicant's response to relevant representation (RR)031c [REP1-043], environmental mitigation is not and cannot be designed on a plot by plot basis such that land required for mitigation is similar to that required for the proposed link road for each land plot or proportional in any way to loss on a particular plot.</p> <p>Refer to Applicant's response to Written Question 3.3.3 [REP6-039].</p>

Representor	Topic	Ref	Representation	Applicant's Response
			<p>The area shown on the revised environmental masterplan shows the area of 5/2 as approximately 6.1 ha which is well in excess of the 5.41 ha or thereabouts, (4.84 + 0.57), that would be anticipated from the Applicants calculations. Please can the applicant clarify the areas shown on their masterplan?</p> <p>An additional area of 0.96 ha is also being acquired within 4/20c which has been described as both required for landscape purposes as well as forming part of a network of environmental mitigation habitats, including a potential bat crossing point (although this is not agreed as a suitable and safe crossing point by Allow's environmental consultant). They have however also stated that this is not calculated to offset the Lower Pool losses.</p> <p>At 3.7.3 the Applicant has not considered it appropriate to reduce the area required for landscape impact mitigation at 4/20c. The Applicant has however accepted that their methodology and assessment of impact buffers in this area was inappropriate and excessive.</p> <p>The area of land to be taken for woodland mitigation in total from Allow therefore amounts on the masterplan in total to over 7 ha, being well in excess of the ratio of approximately 2:1 for SBI mitigation, and a lesser ratio for non-SBI mitigation stated by the Applicant. Once again, we appeal to the judgement of the Examining Authority to question the evidence and appropriate application of the Applicant's figures in assessing appropriate and justified land acquisition for woodland planting.</p>	
Allow Ltd	Veteran trees	1.10 to 1.12	<p>3.3.7 In addition to our points made at D6, in response to the ExA further written questions, Allow would like to add that our proposed alternative planting proposal, to the east of the scheme, is sufficient in area to enable a 25m buffer of species rich grassland to be applied around each veteran tree in the vicinity of planting.</p> <p>There has never been an intention by Allow of planting immediately within the vicinity of veteran trees. This would ensure they did not become shaded out and there would be no detriment to them (concerns raised by Natural England).</p> <p>The 25m buffer would result in a slight reduction in the area of new tree planting, while delivering a similar but more optimal mosaic of habitats for biodiversity benefits, compared to that suggested by the Applicant. In turn it would also provide slightly greater area of habitats, including woodland planting and species rich grassland, compared to the mitigation proposed by the Applicant on 5/2, which our proposal seeks to relocate.</p>	Refer to the Applicant's response to Allow's Response to Written Question 3.6.4 [REP7-036/8.27]. The Applicant maintains that the current Scheme is the most appropriate design for the proposed mitigation measures which balances the impacts to biodiversity and heritage assets.
Allow Ltd	Entry & Egress	1.13 to 1.14	<p>3.4.3 At a recent site meeting with the Applicant on 15th January 2021, the potential for improvement and widening works to be carried out on the current single-way access onto 5/25 were positively discussed.</p> <p>We are awaiting detailed information and would welcome further discussion in relation to the design and proposed works the Applicant is proposing as their preferable provision, for enabling Allow to have an entry and egress into their land, as per the current arrangement.</p>	As set out in the Statement of Common Ground with Allow Ltd [TR010054/APP/8.8LIU(A)], the Applicant commits to develop details for the improved access onto Cannock Road through the detailed design stage.

Representor	Topic	Ref	Representation	Applicant's Response
Allow Ltd	Borrow Pit	1.15	3.4.4 Allow are awaiting further information as to the GI surveys, the proposals for the borrow pit and reinstatement.	The Ground Investigation is being carried out to inform the detailed design of the Scheme and results will not be available to inform the Examination process. The Applicant will continue to liaise with Allow to discuss what information can be provided.
Allow Ltd	Dark Lane Fence/ Hedge Design	1.16 to 1.18	<p>3.7.2 It was discussed with the Applicant at a site meeting on 15th January 2021, the specification of the fence to be proposed to other interested parties (Local Parish Council and SCC) would be weld mesh in type, with a hedge on the landowner's side, and back fenced using conventional stock proof post, wire and sheep netting. Upon reading the Deadline 6 submissions it seems there has been a change, with the hedge now proposed to be on the highway side.</p> <p>Allow identify a number of issues with the hedge being located on the highway side. As noted in Allow's Deadline 6 submissions, it is the usual arrangement for a hedge to be on the landowner's side when adjacent to a public highway, where it is accessible for trimming and keeping in a tidy condition. Allow do not consider the addition of a hedge in this location to cause any onerous maintenance requirements, as they have an abundance of hedges to be maintained on land adjoining and nearby.</p> <p>If the hedge is planted as proposed by the Applicant, on the highway side, can the Applicant confirm the specification of weld mesh type fencing will be stock proof to cattle and sheep? We have not seen any mention of the back fencing as described above. Please can the Applicant clarify that the stock proof post, wire and sheep netting fence discussed will be erected.</p>	The Applicant has confirmed to Allow that the hedgerow will <u>not</u> be on the highway side of the fence. This was confirmed in meetings held in March 2021, in the draft SoCG provided to Allow and in representations made by the Applicant at Deadline 7. This has been agreed with all parties.
Allow Ltd	Less than substantial harm	1.19	3.6.2 Allow would reiterate representations previously made on this matter.	No further comments
Allow Ltd	Hilton Park	1.20	3.6.3 Allow would reiterate representations previously made on this matter.	No further comments
Allow Ltd	Landscaping between Dark Lane and Featherstone roundabouts	1.21	3.7.3 We disagree with the Applicant's response here and refer the ExA to our comments about woodland mitigation above, regarding 3.3.3. We would reiterate our points made to previous answers. It is considered that the area proposed to be taken could be reduced without the landscape or environmental requirements of the planting in this location being diminished.	The Applicant maintains that this mitigation is required to mitigate the impacts of the Scheme on visual receptors (local residents) whilst providing mitigation for biodiversity impacts. Refer to the Applicant's response to Written Question 3.7.3 [REP6-039] for the justification for the mitigation proposed on Plot 4/20c.
Cadent Gas				
Cadent Gas		3.5. 7	<p>As set out in Cadent's relevant representations and Deadline 4 response, its position remains that it is not satisfied that the tests under section 127 of the PA 2008 can be met unless and until it has appropriate and adequate protective provisions in place.</p> <p>Cadent's preferred form of protective provisions is enclosed at Appendix 1 (the "Cadent PPs"). Cadent has provided these to the Applicant and to the ExA in response to ExA Question 1 and again in Cadent's Deadline 4 response. To assist the ExA, enclosed at Appendix 2 is a tracked change version of the Cadent PPs compared against the protective provisions contained in the current dDCO.</p> <p>Substantially similar protective provisions to the Cadent PPs have been agreed in The A585 Windy Harbour to Skippool Highway Development</p>	<p>The Applicant has provided a full response to the remaining issues which are not agreed with Cadent in table 3.4 below.</p> <p>The Applicant is in continuing dialogue with Cadent regarding the remaining outstanding points and should further progress be made before the close of the Examination the Applicant will write to confirm the position.</p> <p>Notwithstanding the ongoing dialogue, the Applicant's preferred form of protective provisions in favour of Cadent, which are consistent with other DCOs made by the Secretary of State, have been shared with Cadent and incorporated into the draft DCO submitted at Deadline 8.</p>

Representor	Topic	Ref	Representation	Applicant's Response
			<p>Consent Order 2020 (the A585 DCO), The M42 Junction 6 Development Consent Order 2020 (the M42 DCO) and The A38 Derby Junctions Development Consent Order 2021 (the A38 DCO).</p> <p>For each of the A585 DCO, M42 DCO and A38 DCO a number of issues remained in dispute between Cadent and the Applicant at the end of the examination and these issues were put to the Secretary of State for determination. On the A585 DCO, the Secretary of State determined in favour of Cadent. On the M42 DCO and the A38 DCO, the Secretary of State determined in favour of the Applicant.</p> <p>Cadent has accepted the substantive decision of the Secretary of State on the M42 DCO and the A38 DCO (save in respect of consequential loss and betterment discounts, which is addressed below). Therefore, the Cadent PPs enclosed are based on the protective provisions included in the M42 DCO (which are substantially the same as those included in the A38 DCO).</p> <p>Since the M42 DCO was made, Cadent has sought to engage with the Applicant to reach an agreed position on Cadent's protective provisions across all schemes (subject to any scheme specific requirements).</p> <p>Cadent does not accept that the indemnity within the Cadent PPs should include a carve out in respect consequential loss and considers that the Secretary of State's decision on the A585 DCO was correct on this ground. This is reflected by the Secretary of State's decision of 19 January 2021 on a recent scheme (the A1 Birtley to Coal House Improvement Scheme) promoted by the Applicant where detailed consideration was given to similar wording in respect of another undertaker (Network Rail) and where it was confirmed that this wording was not appropriate for inclusion in that DCO.</p> <p>Cadent does not accept that the betterment and deferral of benefit discounts should apply for works outside of the highway, and these provisions are not included in its preferred form of protective provisions. Cadent derives no benefit from the scheme, and for this scheme the Cadent diversion will be through private land. Imposing a costs liability on it, which could be significant, and which is not planned for or required in terms of network management, is not appropriate. This would not apply if this scheme were not consented pursuant to a DCO. These costs could cause a serious detriment to Cadent's undertaking.</p> <p>As described in Cadent's Deadline 4 response, Cadent is in discussions with the Applicant regarding the form of protective provisions. Positive progress has been made in discussions between Cadent and the Applicant, and Cadent understands that agreement has almost been reached on the form of protective provisions for the Project. This is confirmed in the Applicant's response to Deadline 5 where the Applicant stated that: "agreement on the final form of protective provisions is understood to have been reached. Highways England expects to insert the agreed form of protective provisions into the next version of the dDCO".¹</p>	
Cadent Gas		3.0.4 and 3.4.2	<p>Cadent has no comment to make on these questions at this stage, but Cadent reserves its right to respond to representations submitted in response to these questions.</p>	<p>The Applicant will respond to any comments made if required and as appropriate.</p>

Representor	Topic	Ref	Representation	Applicant's Response
M6 Diesel				
M6 Diesel	Article 16	3.5.2(a)	<p>Our concerns remain that this power could be used to implement a weight restriction on the existing A460, during the first year of operation of the new road, as paragraph 3 in the Article 16 allows for prohibitions to remain in place following the 12 month period. As set out in our Written Representation [REP1-080] any proposals for a weight limit should be clearly identified in the Applicant's draft DCO and associated documentation based on clear need and justification for such a restriction.</p> <p>The Applicant's clear view (which we support) is that a weight restriction is not required to be implemented as a result of this scheme. Hence our view is that the use of this power should be limited so a weight limit could not be brought about within the 12-month period post-opening.</p>	<p>The Applicant notes the comments made by M6 Diesel and confirms that this point is noted as 'Not Agreed' in the SoCG between M6 Diesel and the Applicant submitted at Deadline 8.</p> <p>The wording of Article 16 is consistent with other made DCOs and its scope is necessary and appropriate to deliver the Scheme. The Applicant has confirmed that it does not support and does not intend to use this power to implement a weight restriction.</p>
M6 Diesel	Signage and protective provisions in the draft DCO	3.5.9	<p>We remain of the view that Protective Provisions are the most appropriate mechanism within the DCO as their purpose is to provide protection to a specific party, i.e. in this case M6 Diesel.</p> <p>We do not understand the Applicant's response regarding the need to describe highway signage for M6 Diesel within Schedule 1. The signage (as proposed in our representation [REP1-080]) is standard highway signage. The Works Plans [AS-066] do not indicate locations of any standard highway signage except for signs mounted on gantries. For a scheme of this size there will be hundreds of standard highway signs of which the M6 Diesel signs will be a small proportion.</p> <p>The latest draft DCO [REP6-006] states on page 40 (our emphasis): "In connection with the construction of any of those works, further development within the Order limits consisting of— ... (k) works to place, alter, remove or maintain road furniture; ... (o) provision of other works including pavement works, kerbing and paved areas works, signing, signals, gantries, road markings works, traffic management measures including temporary roads and such other works as are associated with the construction of the authorised development;"</p> <p>Hence our view is that provision of standard highway signage, including that proposed for M6 Diesel, is already sufficiently covered by the wording in Schedule 1 of the draft DCO.</p> <p>The purpose of the signage will be to provide directional information to users of M6 Diesel and our view is that M6 Diesel should therefore have a say in what the signs say and where they are located. We have used the words "reasonable satisfaction" which does not make the Applicant beholden to approval by M6 Diesel, but does allow M6 Diesel to provide reasonable comments on the proposals. However, if the ExA is minded to agree that signage is to be provided, then the suggested wording could be adjusted by the ExA as they consider appropriate.</p>	<p>As noted in the Statement of Common Ground with M6 Diesel [TR010054/APP/8.80(A)], the Scheme is not directly affecting the access to M6 Diesel or making it more difficult to access the fuel station. It is not standard practice for Highways England to signpost individual businesses from its network and there is no justification to make an exception in this case. To signpost one fuel station could reasonably raise objections from other fuel stations about the lack of signposting for their facilities and issues around fairness and competition. Highways England is not proposing to add signage to any other businesses along the existing A460.</p> <p>The Applicant accordingly does not agree that the draft DCO should be amended to incorporate the wording proposed by M6 Diesel.</p>

Representor	Topic	Ref	Representation	Applicant's Response
			We agree that the local highway authority should be consulted, but we assume that this would be the case for all signage that affects the local highway network and the M6 Diesel signage would be a small part of this.	
M6 Diesel	Re. Applicant not agreeing that the signage should be maintained for such time as the filling station continues to operate. The need for signage is subject to ongoing review and should only be retained where is necessary.	3.5.9	Our view is that so long as the M6 Diesel site is in operation there will be a need for signage at M6 Junction 11.	The Applicant does not agree that there is a need for signage to M6 Diesel, as stated above. However, even if signage were required, the Applicant disagrees that the signage should be maintained indefinitely and without review. Signage is continually reviewed and adjusted/removed/instated as appropriate to ensure that it is still needed to enable signage to be optimised and roads kept as uncluttered as possible for users.
Daniel Williams				
Daniel Williams	Transport – The A449: Issue 1 (1.8km section of the A449 immediately to the north of J2-M54 missing from the Applicant's Appendix 11.5 data/analysis)	Issue 1	The 1.8km section of the A449 immediately to the north of J2-M54 is missing from the Applicant's Appendix 11.5 data/analysis.	As noted in our response to Daniel Williams' Deadline 2 Question 3 in REP6-039, whilst the 1.8 km section of the A446 north of M54 J2 is not present in Appendix 11.5 [AS-053], it is not missing from the analysis. The assessment was carried out for all links in the traffic model, but only links that are predicted to experience a potentially significant change in traffic noise levels are reported in Appendix 11.5. The 1.8 km section of the A446 north of M54 J2 is not predicted to experience a potentially significant change in traffic noise levels due to the Scheme.
Daniel Williams		Question 1	The A449 (T) is only 6km overall in length. If the 1.8km stretch of the A449 to the north of J2-M54 is not experiencing a drop in noise of 1dB or more, is the proposed DCO sufficiently effective at putting the right traffic, on the right roads, at the right levels?	The Scheme will achieve the stated objectives with the A449 remaining a trunk road and deliver significant local and regional benefits. Modelling shows that approximately 2400 vehicles per day in 2039 (to the north of M54 Junction 2) would transfer from the A449 to the new link road. Even though the new link road provides a quicker route for through traffic, the traffic model indicates that the majority of traffic on the A449 would remain on the A449 as there is no perceived benefit in transferring to the new link road for their trip. The predicted change in traffic flow due to the Scheme is expected to result in negligible change in traffic noise levels along this stretch of the A449. The Scheme will significantly reduce traffic on the existing A460 between M54 Junction 1 and M6 Junction 11 by taking strategic traffic off the local road and onto the new link road.
Daniel Williams		Question 2	Does the Applicant know the number of vulnerable residential receptors that live within 30m in the 1.8km of stretch of the A449 to the immediate north of J2-M54? In the image given in Appendix 1 I have identified 50 vulnerable residential receptors - Is that correct?	This analysis is not required as part of the noise impact assessment so the Applicant does not have this information. Daniel Williams' Appendix 1 appears to identify the closest residential properties to the A449 to the north of M54 Junction 2.
Daniel Williams		Question 3	How many of the A449 dwellings to the north of J2-M54 reside within 600m of the actual Order limits?	The noise impact assessment study area is defined based on 600m from carriageway edge of the Scheme and the routes bypassed by the Scheme, not the DCO limits. The Applicant therefore does not have this information as part of the noise assessment.

Representor	Topic	Ref	Representation	Applicant's Response														
Daniel Williams		Question 4	Based on what is known from other stretches of the A449 (T) – at present, what levels of noise exposure do residential receptors typically experience in the 1.8km stretch of the A449 to the north of J2-M54?	As the receptors along the A449 fall outside of the 600m calculation area for the detailed quantitative assessment, traffic noise levels at the receptors have not been predicted. However, calculations of the CRTN Basic Noise Level (BNL) at a reference distance of 10 metres from the carriageway edge have been carried out for all links in the traffic model, taking into account the traffic flow, composition (% HDVs), speed and road surface. The noise levels at the receptor would be related to the BNL with corrections for distance from the carriageway, ground absorption, reflection and screening, which have not been calculated for these receptors outside of the 600 m calculation area. The BNLs for the Do-Minimum (without Scheme) opening year (2024) for the links along the 1.8 km section of the A449 north of M54 J2 are in the range 72-73 dB $L_{A10,18hour}$.														
Daniel Williams	Transport – The A449: Issue 2 (Journey Times)	Question 5	Could the Applicant please provide clear, unambiguous data so we can see the full extent of the journey time benefits offered by the proposed scheme? I would like to see the journey times from J2-M54 to J12-M6 in a simple two column table so that the two routes can be compared and contrasted.	<p>Journey times for trips between M54 West (at J2) and M6 North (at J13) were compared in the Applicant's response document [REP4-033/8.19] to Daniel William's Question 11. While the representor has requested that M6 Junction 12 is used, the Applicant has provided data for trips to M6 Junction 13 to allow the comparison with the route through Penkridge.</p> <p>The time savings between these two points will be the same as the requested M6 Junction 12 as it would take the same time to travel along the M6 between J12 and J13 for either options using this route.</p> <p>The information provided previously, has been converted to a table form below to aid understanding as requested by the representor. As noted previously, using the M54 to M6 Link Road Scheme between M54 J2 and M6 J12 will be quicker (by more than 2 mins) than using the A449 and A5 in both the northbound and the southbound directions</p> <table border="1" data-bbox="1638 991 2439 1465"> <thead> <tr> <th rowspan="2">Route from M54 J2 to M6 J13 (or vice versa) via:</th> <th colspan="2">Time Distance Average Speed</th> </tr> <tr> <th>Northbound</th> <th>Southbound</th> </tr> </thead> <tbody> <tr> <td>the Scheme to the M6 at J11, then M6</td> <td>710s 19,127m 97.1kph</td> <td>789s 19,447m 88.7kph</td> </tr> <tr> <td>A449 to Gailey, then A5 to M6 J12, then M6</td> <td>855s 17,551m 73.9kph</td> <td>938s 17,900m 68.7kph</td> </tr> <tr> <td>the A449 through Penkridge to M6 J13:</td> <td>876s 15,647m 64.3kph</td> <td>952s 15,977m 60.4kph</td> </tr> </tbody> </table>	Route from M54 J2 to M6 J13 (or vice versa) via:	Time Distance Average Speed		Northbound	Southbound	the Scheme to the M6 at J11, then M6	710s 19,127m 97.1kph	789s 19,447m 88.7kph	A449 to Gailey, then A5 to M6 J12, then M6	855s 17,551m 73.9kph	938s 17,900m 68.7kph	the A449 through Penkridge to M6 J13:	876s 15,647m 64.3kph	952s 15,977m 60.4kph
Route from M54 J2 to M6 J13 (or vice versa) via:	Time Distance Average Speed																	
	Northbound	Southbound																
the Scheme to the M6 at J11, then M6	710s 19,127m 97.1kph	789s 19,447m 88.7kph																
A449 to Gailey, then A5 to M6 J12, then M6	855s 17,551m 73.9kph	938s 17,900m 68.7kph																
the A449 through Penkridge to M6 J13:	876s 15,647m 64.3kph	952s 15,977m 60.4kph																
Daniel Williams	Transport – The A449: Issue 3 (Repurposing the A449 to be a sub 53dB Road)	Question 6	What levels of vehicle usage on the A449 would result in sub 53bD sound levels for its vulnerable residential receptors?	<p>It is assumed that "53bD sound levels" refers to the recommendation for road traffic noise of 53 dB L_{den} in the World Health Organisation Environmental Noise Guidance (ENG).</p> <p>As noted in Paragraph 11.3.4 of the Noise and Vibration Chapter of the Environmental Statement [AS-085/6.1], the ENG state that they are "not meant to identify effect thresholds". However, it is also noted that the Lowest Observable Adverse Effect Level (LOAEL) used in the noise impact assessment is consistent with the ENG. The L_{den} is not calculated by CRTN for use in the assessment, however it is broadly comparable to the $L_{A18,18hour}$ calculated using CRTN.</p> <p>As road traffic noise levels are affected by multiple factors including traffic flow, composition, speed, road surface, distance from the carriageway, ground absorption, reflection and screening, it is not possible to give a single answer as to what levels of vehicle usage on the A449 would result in an L_{den} of 53 dB. However, achieving L_{den} 53 dB at close proximity to a road would require</p>														

Representor	Topic	Ref	Representation	Applicant's Response
				very low traffic flows. For illustration, based on the existing traffic speed, traffic composition and road surface along the 1.8 km section of the A449 north of M54 J2, a two-way flow of 1000 veh/18hr (the lower limit of reliability of CRTN noise level predictions) would result in CRTN Basic Noise Levels at a reference distance of 10 metres from the carriageway edge of around 56 dB LA10,18hr. For comparison, the existing two-way flow along this section is approximately 22,000 to 27,000 veh/18hr resulting in BNLs in the range 72-73 dB LA10,18hour.
Daniel Williams		Question 7	What extent of vehicle usage transferred from the A449 to the proposed link road would harm the function of the proposed link road and national economic output?	As noted in our response to Daniel Williams' Deadline 2 Question 10 in REP6-039, de-trunking the A449 is outside the scope of the Scheme. Therefore, the new link road has not been designed to accommodate all of the current traffic on the A449. Modelling shows that approximately 2400 vehicles per day in 2039 (to the north of M54 Junction 2) would transfer from the A449 to the new link road. Even though the new link road provides a quicker route for through traffic, the traffic model indicates that the majority of traffic on the A449 would remain on the A449.
Daniel Williams		Question 8	Could a compromise be reached if the A449 remained as part of the strategic road network with speed reductions and sections of single carriageway utilised to discourage/transfer trans-regional travel? The A449 could exclusively serve local traffic and act as a low speed, high volume transport link between the WMI and the West Midlands conurbation. This would benefit all road users and all vulnerable residential receptors in the A449 corridor.	The Strategic Road Network is maintained and operated by Highways England for the benefit of national strategic traffic. It would not therefore be possible to restrict the Strategic Road Network as suggested to discourage the use of that road to national strategic trips.
Daniel Williams	Kettle Holes	N/A	A number of comments have been made in response to the Applicant's responses to questions relating to kettle holes.	As detailed in our previous responses [REP6-039], the Applicant maintains that there are no kettle holes within the Scheme boundary. Those features identified by Mr Williams are either gaps in woodland, recent ponds or former quarry pits. The features identified in Lower Pool were not labelled in our previous response. It is confirmed that prior to the construction of Lower Pool there were no features in this location, as indicated on historic mapping (see Figure 6.7: Hilton Park 1796 of the Environmental Statement [APP-078/6.2]). In the event that any earlier features were located here, they would have been removed by the construction of Lower Pool. Some of the features identified as possible kettle holes by Mr Williams are outside the Scheme boundary. These areas have not been investigated as there would be no impact resulting from the construction or operation of the Scheme. Highways England have investigated the majority of locations identified as potential kettle holes as part of the ground investigation for the Scheme. Although these are predominantly geotechnical boreholes, dynamic sampling drilling technique were employed. Samples were obtained as a 'soil core' in plastic tube liner, which allows for visual inspection and description of the soil. No peat or deposits indicative of kettle hole sediments were encountered. There are no features that warrant further investigation by coring or otherwise to see if any previously unidentified palaeoenvironmental remains survive.
Daniel Williams	Scale Disclaimers	Question 9	If it is 'standard practice' to include the 'DO NOT SCALE' scale disclaimer why did HE not include a scale disclaimer on the plans used to gain consent for the recently approved A303 - Stonehenge bypass/tunnel DCO8910?	While the Applicant endeavours to provide consistency across all schemes, as the representor is no doubt aware, different design consultancies will work on different schemes and may choose to add additional notes to drawings if they believe they are necessary. The Applicant is satisfied that the inclusion of a scale disclaimer does not affect the nature of or the efficacy of the application drawings.
Daniel Williams		Question 10	If the 'primary' purpose of the disclaimer is to ensure 'correct printing' what are the secondary or even tertiary reasons for using the disclaimer?	While the primary reason for the disclaimer is to ensure correct printing, the secondary reasons would be to ensure that PDF drawings are never used for setting out, construction or quantity take off. This is due to the inaccuracy introduced when printing and measuring from drawings.
Daniel Williams		Question 11	With regard to the examination plans that do not possess any figured dimensions (which is most of the submitted plans) could the Applicant explain how an Interested Party or the ExA can ever comply with their usage instruction? The ExA have repeatedly been asked to form an opinion on this matter which, to all intents and purposes, is a procedural issue. The ExA have	The PDF drawings provided as part of the Examination are illustrative of the Scheme for the purpose required to convey information to relevant parties and the Examining Authority. If printed at the correct scale, measurements can be taken from the drawing which would provide an approximation of the dimension but, as stated previously, should not be used for setting out, construction or quantity take off. The disclaimer is intended that, if a measurement is critical to the

Representor	Topic	Ref	Representation	Applicant's Response
			instead continually deferred the matter back to the Applicant. Whilst I recognise that the Applicant has questions to answer, the ExA must take an opinion on this matter.	application, these will be provided separately, hence why drawings also carry the disclaimer that they should be read in conjunction with all other drawings.
Daniel Williams		Question 12	Is it acceptable for the Applicant to retain the do not scale disclaimer on the examination plans?	AWhilst this question is not directed at the Applicant, the Applicant confirms its view that the disclaimer does not pose any issues for the application and, therefore, does not consider that re-submission of every application drawing within the application would be necessary or justified.

3 Section 3: Responses to ExA requests and Protective Provisions

3.1.1 Within Section 3 the Applicant responds to suggested amendments to the draft DCO as requested by the ExA and also provides an update in respect of Protective Provisions associated with Cadent Gas interests.

Table 3.1: Applicant's response to the Examining Authority's schedule of recommended amendments. Further updates since Deadline 7.

Provision	Change	Reasoning	Applicant's Response
Schedules 2 to 5, 7 and 8	Ensure all tables are of same overall width and that there are no 'orphan' headings.	Typographic.	The formatting of the tables in the schedules has been corrected in the draft DCO submitted at Deadline 8.
Schedule 9	Please ensure that any protective provisions in favour of South Staffordshire Water (and any other appropriate party) are included for Deadline 8 (7 April 2021)	To ensure provisions included.	Protective Provisions are agreed with all parties except Cadent. The Applicant has included protective provisions in favour of Cadent which reflect those previously approved by the Secretary of State. Discussions are continuing between the Applicant and Cadent and should agreement subsequently be reached the Applicant will write to advise the Examining Authority.
Schedule 10	Please ensure this is updated for Deadline 8 (7 April 2021), including deletion of "Crown land plans"	To ensure up-to-date and accurate.	Schedule 10 has been updated in the draft DCO submitted at Deadline 8.

Table 3.2: Applicant's responses to additional Examining Authority requests. Further updates since Deadline 7.

Additional Matters	ExA's Comment	Applicant's Response
3	In addition, there a significant number (34) of occasions in the draft DCO where there is a double space. These should be checked and generally replaced with a single space.	The draft DCO submitted at Deadline 8 has been checked and all double spaces have been deleted.

Table 3.3: Applicant's responses to the Examining Authority's Rule 17 letter dated 19 March 2021 due at Deadline 8.

Additional Matters	ExA's Request	Applicant's Response
1	Matters relating to Staffordshire County Council (SCC)	This matter is addressed to SCC. However, the Applicant is able to confirm that it has reached agreement with SCC and protective provisions are not considered necessary.
2	Matters relating to South Staffordshire Water (SSW)	The Applicant and SSW have reached agreement and no update to the protective provisions in Part 1 is necessary.
3	Matters relating to Cadent Gas (Cadent)	The Applicant has included protective provisions in favour of Cadent which reflect those previously approved by the Secretary of State. The Applicant has also provided a full explanation of the differences between the parties and why it's drafting should be preferred. Discussions are continuing between the Applicant and Cadent and in the event that agreement is subsequently reached, the Applicant will write to advise the Examining Authority.
4	Matters relating to National Trust and Whitgreaves Wood	The ExA will appreciate that the planning obligation requested can only be provided by the National Trust as the owner of Whitgreaves Wood. The Applicant has been in dialogue with the National Trust who have indicated a willingness to consider providing a suitable planning obligation to maintain Whitgreaves Wood until such time as it is held inalienably. The Applicant has prepared and submitted a unilateral undertaking to the National Trust for approval. A copy of the draft unilateral undertaking is provided for the Examining Authority's comments. Subject to those comments and approval the Applicant proposes to submit a completed version before the end of the examination.

3.1.2 The Applicant provided revised protective provisions to Cadent in the form shown in the draft DCO submitted at Deadline 8. The ExA will see that the issues between Cadent and the Applicant are limited to three areas where the protective provision wording is not agreed. Each area, provision and the relevant wording is set out in the table below. The Applicant is in continuing dialogue with Cadent regarding these points and should further progress be made before the close of the Examination the Applicant will write to confirm the position.

Table 3.4: Protective Provisions in favour of Cadent Gas Ltd. Applicant's position in relation to the wording included in the draft DCO submitted at Deadline 8.

Provision	Wording	Applicant's Reasoning
<i>Application of the 1991 Act - cost sharing</i>		
Paragraph 3/20 (on street apparatus) sub-paragraph (3)	<p>(3) Paragraph 27 (expenses) does not apply where the authorised development constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 of the 1991 Act, but instead—</p> <p>(a) the allowable costs of the relocation works are to be determined in accordance with section 85 (sharing of cost of necessary measures) of that Act and any regulations for the time being having effect under that section; and</p> <p>(b) the allowable costs are to be borne by the undertaker and Cadent in such proportions as may be prescribed by any such regulations.</p> <p>"(3)The Protective Provisions in this Part of this Schedule apply and take precedence over article 9 (Application of the New Roads and Street Works Act 1991 and the Traffic Management Act 2004) of the Order which shall not apply to Cadent."</p>	<p>The operation of this sub-paragraph (3) is to ensure that the cost sharing provisions allowed for in the 1991 Act for major highway works, major bridge works or major transport works continue to apply to those specific works.</p> <p>The application of cost sharing provisions for such works is entirely consistent with the statutory position in part 3 of the 1991 Act. Highways England is a publicly funded body and should be able to continue to benefit from the statutorily permitted cost sharing provisions for major works. If this sub-paragraph was to be excluded or Cadent's wording included, it would increase the costs of delivering the scheme.</p> <p>Cadent's representations at Deadline 7 acknowledge that it accepts the protective provisions should not apply to certain circumstances where apparatus is covered by the 1991 Act. However, Cadent asks for the cost sharing provisions to be disapplied and the wording shown in blue to be inserted. Cadent has not demonstrated that the continued application of statutory cost sharing provisions will result in a detriment, and certainly not a serious detriment, to the carrying on of its undertaking.</p> <p>Highways England respectfully requests that it's proposed wording for sub-paragraph (3), included in the draft DCO submitted at Deadline 8, is preferred.</p>
<i>Betterment and deferral of renewal</i>		
Paragraph 10/27 (expenses) Sub-paragraphs (2) to (5) inclusive	<p>(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.</p> <p>(3) If in accordance with the provisions of this Part of this Schedule—</p> <p>(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or</p> <p>(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,</p> <p>and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 33 (<i>arbitration</i>) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances (or it would be unlawful due to a statutory or regulatory change) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.</p>	<p>Paragraph 10/27 requires Highways England to reimburse Cadent for the costs it incurs in protecting it's existing apparatus or constructing any new or alternate apparatus required as a consequence of the Link Road.</p> <p>Sub-paragraphs (2) to (3) allow Highways England to deduct from those costs:</p> <ul style="list-style-type: none"> the value of any apparatus removed and not reused, for example the scrap value (sub-para(2)) the amount equivalent to the benefit Cadent receives as a result of better alternative apparatus being installed or placed at a greater depth. Albeit this only applies where Highways England does agree to that apparatus or depth, or the amount which is determined by arbitration to be a benefit (sub-para (3)). <p>Sub-paragraph (4) simply records items which are not capable of being deducted from Cadent's costs. Sub-paragraph (5) recognises that Cadent may also derive a benefit where ageing apparatus is replaced with new, thereby deferring the time when it would otherwise have to be renewed.</p> <p>Highways England contends that the benefit that a utility undertaker may receive from the installation of an improved apparatus or the replacement of ageing apparatus is self-evident. The benefits of improved performance or replacement of ageing apparatus will apply irrespective of the location of the apparatus. These provisions are applied to other utility undertakers and were included in orders made by the Secretary of State for the M42 Junction 6 Development Consent Order 2020, A585 Windy Harbour to Skippool Highway Development Consent Order 2020 and A38 Derby Junctions Development Consent Order 2021. Highways England respectfully requests that the ExA and the Secretary of State uphold this position.</p> <p>Cadent requests that these provisions are excluded. Cadent contends that betterment and deferral of renewal should only apply to apparatus within the confines of the highway which fails to recognise the purpose of these provisions. Cadent also contends that it does not recognise such discounts but has respectfully not demonstrated that the continued application of betterment and deferral of renewal provisions will result in serious detriment to the carrying on of its undertaking.</p>

Provision	Wording	Applicant's Reasoning
	<p>(4) For the purposes of sub-paragraph (3)—</p> <p>(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and</p> <p>(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.</p> <p>(5) An amount which apart from this sub-paragraph would be payable to Cadent in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.</p>	
<p><i>Consequential loss</i> Paragraph 11/28 (Indemnity) Sub-paragraph (3)(c)</p>	<p>(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable at the commencement of the relevant works referred to in sub-paragraph (1)</p> <p>"SAVE THAT the undertaker's indemnity under para. (1)(b) shall extend to any contractual liability Cadent has in respect of the indirect or consequential loss of a landowner in whose land apparatus is or, pursuant to the works, will be located"</p>	<p>Sub-paragraph (3)(c) operates as an exclusion to the indemnity given by Highways England. The wording excludes any indirect or consequential losses which are not reasonably foreseeable at the commencement of the relevant works.</p> <p>Cadent has requested additional wording shown in blue which is not agreed between the parties. The effect of the wording shown in blue is to require Highways England to cover a contractual commitment to be given by Cadent to a landowner.</p> <p>The Secretary of State has previously considered the need for Highways England to provide an indemnity to Cadent which covers indirect and consequential loss. Detailed representations were made by Highways England and Cadent on the M42 Junction 6 Development Consent Order 2020 and A38 Derby Junctions Development Consent Order 2021. On both occasions the Secretary of State concluded that it was appropriate to exclude indirect and consequential loss from Highways England's indemnity to Cadent. In the A38 Recommendation Report the ExA concluded that "section 127 [PA 2008] requires Cadent to be protected from serious detriment in undertaking its functions, however it does not protect it from all the costs of doing so." The exclusion of indirect and consequential losses was held to be entirely consistent with Highways England's position as a publicly funded body and Highways England respectfully requests that the ExA and the Secretary of State uphold this position.</p>

Appendix A: Compulsory Acquisition Schedule

Obj No: ⁱ	Name/Organisation:	IP/AP Ref No ⁱⁱ	RR Ref No ⁱⁱⁱ	WR Ref No ^{iv}	Other Doc Ref No ^v	Interest: ^{vi}	Permanent/Temporary: ^{vii}	Plot(s):	CA ^{viii} (Y/N):	Status of objection:
1	Allow Limited	1	RR-031	REP1-082, 084, 085, 086, 088, 091, 092	8.8/LIU (A)	Owner	1) Permanent 2) Permanent 3) Permanent 4) Temporary 5) Temporary and Permanent Rights 6) Temporary and Permanent Rights 7) Permanent 8) Permanent 9) Temporary 10) Permanent 11) Temporary 12) Permanent 13) Temporary	1) 4/20a 2) 4/20b 3) 4/20c 4) 4/20d 5) 4/20f 6) 4/20g 7) 5/2 8) 5/4 9) 6/13 10) 6/16 11) 6/20 12) 6/21 13) 5/25	1) Y 2) Y 3) Y 4) N 5) Y 6) N 7) Y 8) Y 9) N 10) Y 11) N 12) Y 13) N	A significant amount of engagement has taken place with Allow Ltd. The landowner strongly objects to the acquisition of land for Environmental Mitigation and as a result it has been challenging to reach any common ground. Notwithstanding this, recent discussions have been more productive. Allow has provided detailed challenge to various aspects of environmental mitigation provision, which has enabled HE to provide informed responses. As a result, negotiations on land parcels for Environmental Mitigation, the potential for Allow Ltd to retain ownership of environmental mitigation land and detailed accommodation works have progressed. A number of aspects are agreed and a number of aspects are not agreed and these are all now covered in a signed SoCG.
2	Barry Jones & Valerie Jones	2	RR-020 RR-021 RR-035	-	8.8/LIU (H)	Owner	1) Permanent	1) 6/9	1) Y	SoCG comments received by Landowner's representative on 10/12/2020, in response to Land By Agreement Letters sent by HE on 03/10/2019 and 15/09/2020 advising that their client is in strong opposition to the scheme and do not wish to give up any of their land. Matters under discussion are recorded in the SoCG, however little progress has been made to either agree or not agree on these points. The SoCG issued represents the current status of discussions at the end of the examination and The Applicant intends to continue to engage to seek to resolve outstanding points of discussion,
3	Crest Nicholson Properties Limited	3	-	-	-	Owner	1) Temporary 2) Permanent	1) 4/9a 2) 4/9b	1) N 2) Y	All consultation material provided – no objection or correspondence received.
4	Danielle Leigh Killingworth	4	RR-022	-	-	Owner	1) Permanent	1) 6/15	1) Y	Heads of terms issued. 11/08/2020. Ongoing dialogue with Landowner's representatives discussing land values, compensation and planning history/status relating to the holding. Progressing in a positive direction.

ⁱ Obj No = objection number. All objections listed in this table should be given a unique number in sequence

ⁱⁱ Reference number assigned to each Interested Party (IP) and Affected Person (AP)

ⁱⁱⁱ Reference number assigned to each Relevant Representation (RR) in the Examination library

^{iv} Reference number assigned to each Written Representation (WR) in the Examination library

^v Reference number assigned to any other document in the Examination library

^{vi} This refers to parts 1 to 3 of the Book of Reference:

- Part 1, containing the names and addresses of the owners, lessees, tenants and occupiers of, and others with an interest in, or power to sell and convey, or release, each parcel of Order Land;
- Part 2, containing the names and addresses of any persons whose land is not directly affected under the Order, but who "would or might" be entitled to make a claim under section 10 of the Compulsory Purchase Act 1965, as a result of the Order being implemented, or Part 1 of the Land Compensation Act 1973, as a result of the use of the land once the Order has been implemented;
- Part 3, containing the names and addresses of any persons who are entitled to easements or other private rights over the Order land that may be extinguished, suspended or interfered with under the Order.

^{vii} This column indicates whether the Applicant is seeking compulsory acquisition or temporary possession of land/rights

^{viii} CA = compulsory acquisition. The answer is 'yes' if the land is in parts 1 or 3 of the Book of Reference and Highways England are seeking compulsory acquisition of lands/rights.

Obj No: ⁱ	Name/Organisation:	IP/AP Ref No ⁱⁱ	RR Ref No ⁱⁱⁱ	WR Ref No ^{iv}	Other Doc Ref No ^v	Interest: ^{vi}	Permanent/Temporary: ^{vii}	Plot(s):	CA ^{viii} (Y/N):	Status of objection:
5	D.S Whitehouse	5	-	-	-	Owner	1) Temporary	1) 6/18	1) N	All consultation material provided – no objection or correspondence received. No objection. Wishes to meet and agree accommodation works following detailed design.
6	Elizabeth Stella Whitehouse	6	RR-016 RR-036	-	8.8/LIU (J)	Owner	1) Permanent 2) Permanent 3) Temporary 4) Permanent 5) Permanent 6) Temporary	1) 5/23 2) 6/6 3) 6/32a 4) 6/32b 5) 6/32c 6) 6/36	1) Y 2) Y 3) N 4) Y 5) Y 6) N	SOCG comments received by Landowner's representative on 10/12/2020, in response to Land By Agreement Letters sent by HE on 03/10/2019 and 15/09/2020 advising that their client in in strong opposition to the scheme and do not wish to give up any of their land. Matters under discussion are recorded in the SoCG, however little progress has been made to either agree or not agree on these points. The SoCG issued represents the current status of discussions at the end of the examination and The Applicant intends to continue to engage to seek to resolve outstanding points of discussion,
7	Graham Christopher Hughes and Joanne Louise Hughes	7	-	-	-	Owner	1) Permanent	1) 4/6a	1) Y	Heads of terms issued 11/08/2020. Dialogue continues between HE and Landowner's representatives regarding land values and compensation relating potential losses. Progressing in a positive direction.
8	Ian Simkin and Adrian Simkin	8	RR-033	REP1-020	8.8/LIU (I)	Owner	3) Temporary 4) Permanent 5) Temporary 6) Permanent 7) Permanent 8) Temporary and Permanent Rights 9) Permanent	3) 6/37 4) 6/23 5) 6/25 6) 6/29 7) 6/30 8) 6/31 9) 6/38	3) N 4) Y 5) N 6) Y 7) Y 8) N 9) Y	Extended dialogue and liaison to agree outstanding issues, all of which are recorded within the SoCG. Initial objection to the amount of land being taken for Environmental Mitigation, however following scheme changes submitted in October 2020, this opposition is reduced. A number of accommodation works have been agreed such as fencing specifications and access provisions. Following a site meeting in December 2020, the landowner and HE have engaged positively and the landowner has agreed to the land plan change at plot 6/25. Progressing in a positive direction. A number of aspects are agreed and a number of aspects are not agreed and these are all now covered in a signed SoCG.
9	James Simkin	9	-	-	-	Owner	1) Temporary 2) Permanent	1) 6/22a 2) 6/22b	1) N 2) Y	All consultation material provided – no objection or correspondence received. HE have been informed by Ian and Adrian Simkin's land agent that James Simkin is deceased and his sons Ian and Adrian Simkin are now the legal owners. BoR and SoCG updated.
10	Mann & Hummel (UK) Limited	10	-	REP1-017	-	Owner	1) Permanent	1) 4/4	1) Y	Raised a concern regarding a parcel of land affecting the operational ability of the site. This plot has now subsequently been removed. A number of accommodations works to be agreed such as fencing specifications during detailed design stage.
11	Mark Commins & Tracy Claire Commins	11	RR-023	-	8.8/LIU (E)	Owner	1) Temporary and Permanent Rights 2) Temporary and Permanent Rights 3) Permanent 4) Permanent 5) Permanent	1) 5/16 2) 5/17 3) 5/19 4) 5/20 5) 6/3	1) N 2) N 3) Y 4) Y 5) Y	No objection - a number of accommodation works to be agreed such as fencing specifications, all of which to recorded within SoCG and under continued discussion. Progressing in a positive direction. SoCG signed and completed by HE and Landowner.
12	M.A Whitehouse	12	-	-	-	Owner	1) Temporary	1) 6/18	1) N	All consultation material provided – no objection. Wishes to meet and agree accommodation works following detailed design.
13	Michael John Alfred Byard	13	RR-026	-	8.8/LIU (G)	Owner	1) Permanent	1) 6/10	1) Y	Request to retain ownership following change of use to Environmental Mitigation. HE are in agreement in principle subject to heads of terms and progression of legal agreement. Heads of terms for legal agreement for Environmental Mitigation retention and mitigation schedule have been issued 01.04.2021Progressing in a positive direction.

Obj No: ⁱ	Name/Organisation:	IP/AP Ref No ⁱⁱ	RR Ref No ⁱⁱⁱ	WR Ref No ^{iv}	Other Doc Ref No ^v	Interest: ^{vi}	Permanent/Temporary: ^{vii}	Plot(s):	CA ^{viii} (Y/N):	Status of objection:
14	Nigel Barry George Swift	14	-	-	-	Owner	1) Temporary 2) Permanent 3) Permanent 4) Temporary	1) 6/32a 2) 6/32b 3) 6/32c 4) 6/36	1) N 2) Y 3) Y 4) N	All consultation material provided – no objection. Wishes to meet and agree accommodation works following detailed design.
15	Nigel Simkin & Paul Simkin	15	RR-027 RR-034	-	8.8/LIU (D)	Owner	1) Temporary 2) Temporary and Permanent Rights 3) Permanent 4) Temporary 5) Temporary 6) Permanent 7) Permanent 8) Permanent 9) Temporary and Permanent Rights 10) Temporary and Permanent Rights 11) Temporary 13) Permanent 14) Permanent 15) Permanent 16) Permanent 17) Temporary and Permanent Rights 18) Temporary 19) Permanent 20) Permanent 21) Permanent 22) Permanent 23) Permanent 24) Permanent	1) 5/6 2) 5/7 3) 5/8 4) 5/10 5) 5/11a 6) 5/11b 7) 5/11c 8) 5/11d 9) 5/11e 10) 5/11f 11) 5/11g 13) 5/11h 14) 5/11i 15) 5/11j 16) 5/12 17) 5/13 18) 5/14 19) 5/15 20) 5/18 21) 5/20 22) 5/22 23) 6/4 24) 6/5	1) N 2) N 3) Y 4) N 5) N 6) Y 7) Y 8) Y 9) N 10) Y 11) N 13) Y 14) Y 15) Y 16) Y 17) N 18) N 19) Y 20) Y 21) Y 22) Y 23) Y 24) Y	Extended dialogue and liaison to agree outstanding issues, all of which are recorded within the SoCG. Objection to the amount of land being taken for Environmental Mitigation. A number of accommodation works to be agreed such as fencing specifications and access provisions, all of which are recorded within SoCG and under continued discussion. Matters under discussion are recorded in the SoCG, however little progress has been made to either agree or not agree on these points. The SoCG issued represents the current status of discussions at the end of the examination and The Applicant intends to continue to engage to seek to resolve outstanding points of discussion,
16	Peter Stephen Burke & Norma Burke	16	-	-	-	Owner	1) Temporary	1) 6/19	1) N	All consultation material provided – no objection received.
17	Robert Edward Rowe	17	-	-	8.8/LIU (C)	Owner	1) Temporary 3) Temporary 4) Permanent 5) Permanent 6) Permanent 7) Permanent 8) Temporary 9) Permanent 10) Permanent 11) Permanent	1) 4/14a 3) 4/14c 4) 4/14d 5) 4/14e 6) 4/14f 7) 4/14h 8) 4/14i 9) 4/15 10) 6/1b	1) N 3) N 4) Y 5) Y 6) Y 7) Y 8) N 9) Y 10) Y	Heads of Terms issued to agree relocation of Environmental Mitigation and retention of freehold ownership. A number of accommodation works to be agreed such as fencing specifications and access provisions, all of which are recorded within SoCG and under continued discussion. SoCG is signed and approved by both HE and Landowner. HoT relating to environmental mitigation exchange have been issued and are progressing. Progressing in a positive direction.

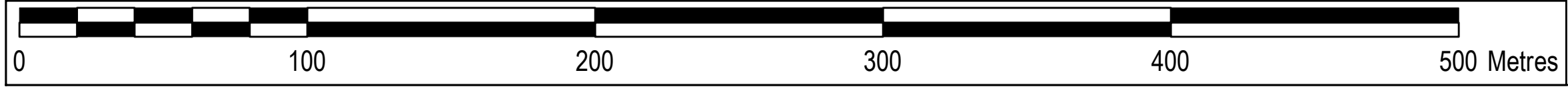
Obj No: ⁱ	Name/Organisation:	IP/AP Ref No ⁱⁱ	RR Ref No ⁱⁱⁱ	WR Ref No ^{iv}	Other Doc Ref No ^v	Interest: ^{vi}	Permanent/Temporary: ^{vii}	Plot(s):	CA ^{viii} (Y/N):	Status of objection:
							12) Permanent 13) Permanent 14) Permanent	11) 6/1c 12) 6/1d 13) 6/1e 14) 6/8	11) Y 12) Y 13) Y 14) Y	
18	Secretary of State for Transport	18	-	-	-	Owner	1) Permanent 2) Permanent 3) Permanent 4) Permanent 5) Permanent 6) Temporary 7) Temporary 8) Temporary 9) Temporary 10) Temporary 11) Temporary 12) Permanent 13) Temporary 14) Permanent 15) Permanent 16) Permanent 17) Temporary 18) Temporary 19) Permanent 20) Temporary 21) Permanent 22) Permanent 23) Permanent 24) Permanent 25) Permanent 26) Permanent	1) 6/17a 2) 6/17b 3) 6/17c 4) 6/17d 5) 6/17e 6) 6/17f 7) 6/17g 8) 6/17h 9) 6/17i 10) 6/17j 11) 12) 6/17k 13) 6/17l 14) 6/17m 15) 6/17n 16) 6/17o 17) 6/17p 18) 6/17q 19) 6/17r 20) 6/17s 21) 6/32a 22) 6/32b 23) 6/32c 24) 7/2a 25) 7/2b 26) 7/3 27) 7/4	1) Y 2) Y 3) Y 4) Y 5) Y 6) N 7) N 8) N 9) N 10) N 11) N 12) Y 13) N 14) Y 15) Y 16) Y 17) N 18) N 19) Y 20) N 21) Y 22) Y 23) Y 24) Y 25) Y 26) Y	No objection
19	Severn Trent Water Limited	19	RR-002	-	8.8/LIU (O)	Owner	1) Permanent	1) 1/2	1) Y	No objection received to land take, land affected is an existing road verge and not operational.
20	South Staffordshire Council	20	RR-019	-	8.8/LA (B)	Owner	1) Permanent	1) 4/3	1) Y	All consultation material provided – no objection or correspondence received in relation to land negotiation
21	Staffordshire County Council	21	RR-006	REP1-005	8.8/LA (A)	Owner	1) Permanent 2) Temporary 3) Permanent	1) 1/3 2) 4/8 3) 4/24	1) Y 2) N 3) Y	All consultation material provided – no objection or correspondence received in relation to land negotiation

Obj No: ⁱ	Name/Organisation:	IP/AP Ref No ⁱⁱ	RR Ref No ⁱⁱⁱ	WR Ref No ^{iv}	Other Doc Ref No ^v	Interest: ^{vi}	Permanent/Temporary: ^{vii}	Plot(s):	CA ^{viii} (Y/N):	Status of objection:
							4) Temporary 5) Permanent 6) Permanent 9) Permanent 10) Temporary 11) Permanent 12) Temporary	4) 5/1 5) 5/3 6) 5/9 9) 6/7 10) 6/12 11) 6/14 12) 4/22	4) N 5) Y 6) Y 9) Y 10) N 11) Y 12) N	
22	Stella Arblaster	22	RR-036	-	8.8/LIU (J)	Owner	1) Permanent 2) Permanent	1) 5/23 2) 6/6	1) Y 2) Y	SOCG comments received by Landowner's representative on 10/12/2020, in response to Land By Agreement Letters sent by HE on 03/10/2019 and 15/09/2020 advising that their client is in strong opposition to the scheme and do not wish to give up any of their land. Request for initial draft HoT received, HE are in the process of drafting for imminent issue.
23	The National Trust for Places of Historic Interest or Natural Beauty	23	-	-	8.8/LIU (L)	Owner	1) Temporary 2) Temporary 3) Temporary 4) Temporary	1) 3/7a 2) 3/7b 3) 3/7c 4) 4/2	1) N 2) N 3) N 4) N	No objection – legal agreement complete 14/09/2020
24	Thomas Malcom Gilbert & Joan Gilbert	24	-	-	-	Owner	1) Permanent	6/34	1) Y	No objection – continued dialogue discussing drainage and boundary fencing specification on completion of the works.
25	Victoria Jane Ellis	25	-	-	-	Owner	1) Temporary 2) Permanent 3) Permanent 4) Temporary	1) 6/32a 2) 6/32b 3) 6/32c 4) 6/36	1) N 2) Y 3) Y 4) N	All consultation material provided – no objection. Wishes to meet and agree accommodation works following detailed design.
26	William Bibbey	26	RR-024	-	8.8/LIU (B)	Owner	1) Permanent 2) Temporary and Permanent Rights 3) Temporary and Permanent Rights 5) Temporary and Permanent Rights 6) Temporary and Permanent Rights 7) Temporary 8) Temporary	1) 3/2b 2) 3/2c 3) 3/2d 5) 3/6 6) 4/17a 7) 4/17b 8) 4/18	1) Y 2) N 3) N 5) N 6) N 7) Y 8) Y	Concerns at future allocation for the site to be used for residential development, therefore the amount of land taken for the scheme. Land is subject to an Option Agreement. All recorded within SoCG. Relocation of attenuation pond to reduce impact on holding as requested during consultation. Triparty HoT have been drafted by HE and will be issued imminently. Matters under discussion are recorded in the SoCG, however little progress has been made to either agree or not agree on these points. The SoCG issued represents the current status of discussions at the end of the examination and The Applicant intends to continue to engage to seek to resolve outstanding points of discussion,

Appendix B – Allow Ltd Land Allocation

This figure illustrates the area of each habitat type and the area of hardstanding proposed on the land currently owned by Allow Ltd. An indicative highway boundary has been included on the figure 7m from edge of the link road earthworks and utilities corridors, to demonstrate the maximum area that could potentially be returned to Allow Ltd post construction should agreement be reached to secure the maintenance of the mitigation measures proposed. These areas are shown in a table at the bottom right of the figure. The area within the new highway boundary would be permanently maintained by Highways England. The area outside the new highway boundary could be returned to the landowner if an appropriate agreement can be reached. These areas are indicative and will change during the development of the detailed design of the Scheme. The preliminary design shown on the Environmental Masterplan was not intended to be used for detailed calculations but is included here at the request of Allow Ltd to illustrate approximate areas of the Scheme on land currently in their ownership.

Plot Date: 07 April 2021 08:54:11
 File Name: \\ukids2pfs001\ukids2pfs001\1\1\ENVIRONMENT\Practice Areas\GIS\Projects\M54-M6 Link\Workspace\Stage 4 Figures\General\HE514465-ACM-EGN-M54_SW_PR_Z-DR-LE-0052-Allow Ltd Land Allocation.mxd



	Total Area owned by Allow Ltd (ha)	Area outside of new highway boundary (ha)	Area within new highway boundary (ha)
Area not required permanently*	7.64		
Existing pond retained	0.73	0.73	
Existing woodland retained	3.34	3.34	
Proposed amenity grassland	0.28	0.02	0.27
Proposed ecology pond	0.57	0.57	
Proposed species rich grassland	3.02	0.97	2.05
Proposed woodland	5.33	5.07	0.26
Proposed woodland - screening	0.95	0.92	0.03
Area of hardstanding	1.51	0.03**	1.48
Total	23.36	11.63	4.09

* Area not included in totals for outside or within the new highway boundary as this land will either be retained by the landowner or is only required temporarily for the borrow pit.
 ** Access track to Hilton Park from M54 Junction 1

SAFETY, HEALTH AND ENVIRONMENTAL INFORMATION BOX

IT IS ASSUMED THAT ALL WORKS ON THIS DRAWING WILL BE CARRIED OUT BY A COMPETENT CONTRACTOR WORKING, WHERE APPROPRIATE, TO AN APPROPRIATE METHOD STATEMENT.

THIS DRAWING IS TO BE USED ONLY FOR THE PURPOSE OF ISSUE THAT IT WAS ISSUED FOR AND IS SUBJECT TO AMENDMENT.

EXCEPTIONAL RISKS RELATING TO THE WORKS ASSOCIATED WITH THIS DRAWING ARE IDENTIFIED BELOW.

CONSTRUCTION

MAINTENANCE / OPERATION / DECOMMISSIONING / DEMOLITION

LEGEND

- Order Limits
- Allow Land Ownership
- Approximate Highway Boundary
- The Scheme
- Existing woodland for retention
- Existing Pond
- Veteran tree
- Existing watercourse - open (subject to enhancements)
- Existing watercourse - culvert

Proposed Mitigation

- Proposed individual tree (LE5.1) - EFB
- Proposed native species hedgerow (LE4.3) - EFB / EFD
- Proposed native species hedgerow - screening (LE4.3) - EFA
- Diverted watercourse - culvert - EFH
- Diverted watercourse - open
- Proposed ditch - EFH
- Proposed noise barrier - EFG
- Proposed PRoW / footway removal
- Proposed PRoW - Bridleway
- Proposed species rich grassland (LE1.3) - EFB / EFD
- Proposed amenity grassland (LE1.1) - EFB
- Proposed woodland (LE2.1) - EFB / EFD
- Proposed woodland - screening (LE2.1) - EFA

Ecology

- Proposed mammal tunnel - EFD
- Proposed area for ecology pond - EFD

Planned Environmental Objectives

- EPA Visual screening
- EF3 Landscape integration
- EFD Nature conservation and biodiversity
- EFG Auditory amenity
- EFH Water quality

Any areas of white would be returned to their current state post construction if they are disturbed during construction.
 All measurements are within Allow Ltd land only

Original Issue	LC	AS	07/04/21	P01
Revision Details	By	Check	Date	Suffix

Purpose of issue
DCO SUBMISSION

Client
Highways England
The Cube
199 Wharfside Street
Birmingham
B1 1RN

Working on behalf of
highways england

Development Consent Order Number
TR010054

Project Title
M54 TO M6 LINK ROAD

Drawing Title
ALLOW LTD LAND ALLOCATION

Designed LC	Drawn LC	Checked AS	Approved TP	Date 07/04/2021
----------------	-------------	---------------	----------------	--------------------

Internal Project No.
60536736

Suitability
S8

Scale @ A1
1:1,750

Zone
M54 to M6 Link Road

THIS DOCUMENT HAS BEEN PREPARED PURSUANT TO AND SUBJECT TO THE TERMS OF AECOM'S APPOINTMENT BY ITS CLIENT. AECOM ACCEPTS NO LIABILITY FOR ANY USE OF THIS DOCUMENT OTHER THAN BY ITS ORIGINAL CLIENT OR FOLLOWING AECOM'S EXPRESS AGREEMENT TO SUCH USE, AND ONLY FOR THE PURPOSES FOR WHICH IT WAS PREPARED AND PROVIDED.

Drawing Number HE514465	Originator -ACM	Volume -EGN -	Rev P01
M54_SW_PR_Z	-DR - LE - 0052		
Location	Type	Role	Number