

## Agreement

Under section 106 of the Town and Country Planning Act 1990  
relating to land at Alexandra Dock in the Port and City of Hull

- (1) Kingston Upon Hull City Council
- (2) Associated British Ports
- (3) Siemens PLC
- (4) The Crown Estate

Dated September 2012

*15th October*

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This Agreement is made on

*15th October*

2012

BETWEEN:

**Parties:**

- (1) **Kingston Upon Hull City Council** of The Guildhall, Alfred Gelder Street, Kingston upon Hull, HU1 2AA ("the Council");
- (2) **Associated British Ports** whose <sup>Principal</sup> registered office is at Aldwych House, 71-91 Aldwych, London WC2B 4HN ("ABP") which expression shall where the context so admits include its successors and assigns;
- (3) **Siemens PLC** of Faraday House, Sir William Siemens Square, Frimley, Camberley, GU16 8QD ("Siemens") which expression shall where the context so admits include its successors and assigns; and
- (4) **The Crown Estate Commissioners** on behalf of Her Majesty acting in exercise of the powers of the Crown Estate Act 1961 ("The Crown Estate") of New Burlington Place, London W15 2HX which expression shall where the context so admits include its successors and assigns.

**RECITALS:**

- (A) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 ("the 1990 Act") for the area within which the Site (as defined below) is situated and is the Local Planning Authority by which the obligations under this Agreement can be enforced.
- (B) ABP is the registered freehold owner under Title Number HS362017 of the land located within the Port and City of Hull and shown edged red on Plan 1 and the registered leasehold owner under Title Number HS362038 of the land shown edged green on Plan 1 together comprising the Site.
- (C) The Crown Estate is the registered freehold owner under Title Number HS345512 of the land shown edged green on Plan 1 and forming part of the Site.
- (D) The Crown Estate is the freehold owner of the unregistered land near Goxhill Haven referred to in paragraph 4 of Schedule 2.
- (E) ABP is interested in the unregistered land near Goxhill Haven referred to in paragraph 4 of Schedule 2 by virtue of a lease dated 1 January 1869 and has succeeded the Humber Conservancy Commissioners through the Humber Conservancy Acts 1852-1907 and the Humber Reorganisation Scheme 1966.
- (F) The Crown Estate is the freehold owner of the unregistered land at Hull Riverside Bulk Terminal.
- (G) ABP is interested in the unregistered land at Hull Riverside Bulk Terminal by virtue of a lease dated 1 January 1869 and has succeeded the Humber Conservancy Commissioners through the Humber Conservancy Acts 1852-1907 and the Humber Reorganisation Scheme 1966.
- (H) ABP is the freehold owner of the land at Chowder Ness registered under Title Number HS336834.
- (I) ABP is the freehold owner of part of the land at Alkborough Flats registered under title number HS363496.
- (J) ABP is the freehold owner of the unregistered land at Alexandra Dock, Grimsby.

- (K) ABP is the freehold owner of the unregistered land at Hedon Haven.
- (L) ABP entered into the Compensation Agreement on 30 June 2003.
- (M) On 14 December 2011 ABP submitted the Applications for permission to undertake the GPH Development.
- (N) Siemens will be the operator of the GPH Development.
- (O) The Council is desirous of encouraging the GPH Development but is unable to approve or conditionally approve the Applications in the absence of this Agreement.
- (P) ABP and Siemens by entering into this Agreement as a deed do so to create planning obligations in favour of the Council pursuant to Section 106 of the 1990 Act and agree to be bound by and observe the covenants, conditions and stipulations hereinafter contained as specified in this Agreement.

**NOW THIS DEED WITNESSES** as follows:

**1. Definitions**

- 1.1 The "Alkborough Flats Interest" means the land to be acquired by ABP from Natural England as shown edged purple on Plan 7.
- 1.2 The "Applications" mean -
  - (a) An application (11/01177/OUT) for outline planning permission under the 1990 Act for a facility for the manufacture, assembly, storage, handling and testing of wind turbine components for the offshore power industry; and
  - (b) An application (11/01176/S73) under section 73 of the 1990 Act to vary and/or remove certain planning conditions imposed by the HRO.
- 1.3 The "Commencement Date" means subject to clause 3.2 the date on which the GPH Development commences by the carrying out on the Site of a material operation as specified in section 56(4) of the 1990 Act and "Commencement of the GPH Development" and "Commence the GPH Development" shall be construed accordingly.
- 1.4 The "Commencement of Operations" means the commencement of operations permitted by any of the Permissions and "Commence Operations" shall be construed accordingly.
- 1.5 The "Compensation Agreement" means an agreement entered into between ABP, Natural England and other parties dated 30 June 2003 by which ABP agreed to provide compensatory habitat schemes in connection with the construction of the Quay 2005 Development and separately the construction of the Immingham Outer Harbour schemes, a copy of which is attached as Schedule 3 to this Agreement.
- 1.6 The "GPH Development" means the development described in the Applications.
- 1.7 The "Habitats Management Agreement" means an Agreement made under Regulation 16 of the Conservation of Habitats and Species Regulation 2010 being substantially in the form of the ABP Alkborough Site Management Plan (Report R.1946 TN) dated 30 March 2012 attached as Schedule 4.
- 1.8 The "HRO" means the Associated British Ports (Hull) Harbour Revision Order 2006, SI 2006/1135.
- 1.9 The "Party" means a party to this Agreement and the "Parties" shall be construed accordingly.
- 1.10 The "Permissions" means the Permissions granted by the Council in accordance with the Applications.
- 1.11 The "Quay 2005 Development" means the construction of a new container terminal within the Port of Hull as authorised by the HRO.
- 1.12 The "Site" means the area of the GPH Development to be known as Green Port Hull as delineated edged red on the Plan attached as Plan 2.

1.13 The "Travel Plan" means the package of site-specific initiatives aimed at improving the availability and choice of travel modes to and from the GPH Development as from time to time formulated and agreed in accordance with the travel plan a copy of which is annexed to this Agreement as Schedule 1.

1.14 The "1990 Act" means the Town and Country Planning Act 1990.

## 2. **Section 106 Planning Obligation**

This Agreement is a planning obligation made in pursuance of section 106 of the 1990 Act.

## 3. **Commencement Date**

3.1 Save as otherwise provided the obligations contained in this Agreement will come into effect on the date of this Agreement.

3.2 The Commencement Date will not be triggered by any of the following operations on the Site:

- (a) site investigations or surveys;
- (b) site decontamination;
- (c) the demolition of any existing buildings or structures;
- (d) the clearance of the Site or other ground preparation works to the Site or re-grading works connected with infilling or levelling of the Site;
- (e) works for the provision of drainage or mains services to prepare the Site for development;
- (f) the erection of fences or site hoardings;
- (g) any other preparatory works as may be agreed in writing with the Council; or
- (h) any other works on the Site that are not related to the GPH Development as certified by the Council whose decision shall be final and binding on the Parties to this Agreement.

## 4. **Obligations of the Parties**

4.1 ABP covenants with the Council and Siemens to:

- (a) Give the Council 7 days' notice in advance of its intention to commence works at the Site and the Commencement Date shall be confirmed by exchange of correspondence between ABP and the Council; and
- (b) Perform the further covenants set out in Schedule 2 to this Agreement.

4.2 Siemens covenants with the Council and ABP to implement and comply in full with the Travel Plan.

4.3 ABP and Siemens covenant with the Council not to Commence the GPH Development until:

- (a) the transfer of the Alkborough Flats Interest from Natural England to ABP ("the Transfer"); and
- (b) the supplemental agreement referred to in clause 4.5 (b)

have both been completed to the reasonable satisfaction of the Council thereby enabling ABP to enter into the Habitats Management Agreement in accordance with paragraph 5.1(b) of Schedule 2 to this Agreement.

4.4 ABP covenants with the Council and Siemens to use its reasonable endeavours to complete the Transfer as soon as reasonably possible.

4.5 ABP covenants with the Council that:

- (a) the deed providing for the Transfer shall include words stating that the Transfer is

subject to a requirement that ABP enters into the Habitats Management Agreement in accordance with paragraph 5.1(b) of Schedule 2 to this Agreement; and

- (b) simultaneously with completion of the Transfer ABP shall enter into a supplemental agreement with the Council requiring ABP to enter into the Habitats Management Agreement on the same terms as paragraph 5.1(b) of Schedule 2 of this Agreement.
- 4.6 ABP covenants with the Council to use its reasonable endeavours to register its interest in the land at Hedon Haven as defined in paragraph 9.3(a) of Schedule 2 to this Agreement at the Land Registry prior to the Commencement of the GPH Development.
- 4.7 ABP and Siemens covenant with the Council not to Commence Operations until all existing leases, licences and tenancies granted out of ABP's freehold title to that part of the Site have been terminated.
- 4.8 Subject to clause 4.9:
- (a) ABP shall indemnify Siemens and The Crown Estate from and against all costs, claims, charges, expenses, demands and liabilities arising from its breach of ABP's obligations in this Agreement; and
  - (b) Siemens shall indemnify ABP and The Crown Estate from and against all costs, claims, charges, expenses, demands and liabilities arising from any breach of Siemens' obligations in this Agreement.
- 4.9 The indemnities provided in clause 4.8 are subject to the following conditions and limitations:
- (a) In no circumstances shall ABP, Siemens or The Crown Estate be liable to the other in contract or tort or for breach of statutory duty for loss of profit or revenue or any special or indirect loss or damage;
  - (b) Each Party shall take such action and steps as may be reasonably necessary to mitigate any cost, claim, charge, expense, demands and liabilities brought against or made by it under the indemnities; and
  - (c) Each Party shall as soon as possible give written notice to the relevant Party of any cost, claim, charge, expense, demand and liability brought against or made by it under the indemnities and all relevant details relating to such cost, claim, charge, expense, demand and liability.
- 4.10 No Party will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs but they will remain liable for any breaches of this Agreement where such breaches have occurred before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site or any part thereof will constitute an interest for the purposes of this clause 4.10 or any part thereof.

## 5. Termination of this Agreement

- 5.1 This Agreement will come to an end (in so far as it has not already been complied with) if any or all of the Permissions:
- (a) are quashed or revoked; or
  - (b) expire before the Commencement Date occurs.
- 5.2 Where the Agreement comes to an end under clause 5.1 the Council shall vacate or cancel the entry made in the local land charges register in relation to this Agreement or otherwise record the fact that it has come to an end and no longer affects the Site.

## 6. Council's Legal Costs

ABP shall pay to the Council on completion of this Agreement the sum of £4,500 (four thousand five hundred pounds) in respect of the Council's reasonable legal costs in the negotiation and preparation of this Agreement.

7. **Contracts (Rights of Third Parties) Act 1999**

The Parties do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it **provided that** this clause shall not affect any right of action of any person to whom this Agreement is lawfully assigned or becomes vested by law.

8. **Exercise of Council's Statutory Powers**

Nothing in this Agreement shall be constituted as restricting the exercise by the Council of any power or discretion exercisable by it under the 1990 Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights, powers and duties and obligations in any capacity as a local or public authority.

9. **Future Permissions**

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permissions) granted (whether or not on appeal) after the date of this Agreement.

10. **The Crown Estate**

The Crown Estate hereby consents to the completion of this Agreement to the extent that it has any interest in any part of the Site.

11. **Dispute Resolution**

11.1 In the event of any dispute arising between the Parties in connection with this Agreement, such dispute shall be referred to an expert being an appropriately qualified independent chartered surveyor with at least 10 (ten) years experience of dealing with like matters to be appointed (in the absence of agreement) by the President of the Royal Institution of Chartered Surveyors or his duly appointed deputy.

11.2 The expert shall act as an expert and not as an arbitrator.

11.3 The expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 50 (fifty) working days from the date of his appointment to act.

11.4 The expert shall be required to give notice to each Party inviting each of them to submit to him within 15 (fifteen) working days of his appointment written submissions and supporting material and shall afford to each Party an opportunity to make counter submissions within a further 15 (fifteen) working days in respect of any such submission and material and the expert's decision shall be given in writing with reasons within 20 (twenty) working days from receipt of any counter submissions or in the event that there are no counter submissions within 20 (twenty) working days of receipt of the written submissions and supporting material and in the absence of manifest material error the expert's decision shall be final and binding on the Parties.

11.5 The expert may award the costs of the dispute resolution in such proportions as he sees fit but in the absence of an express award to this effect the costs of the dispute resolution shall be borne in equal shares.

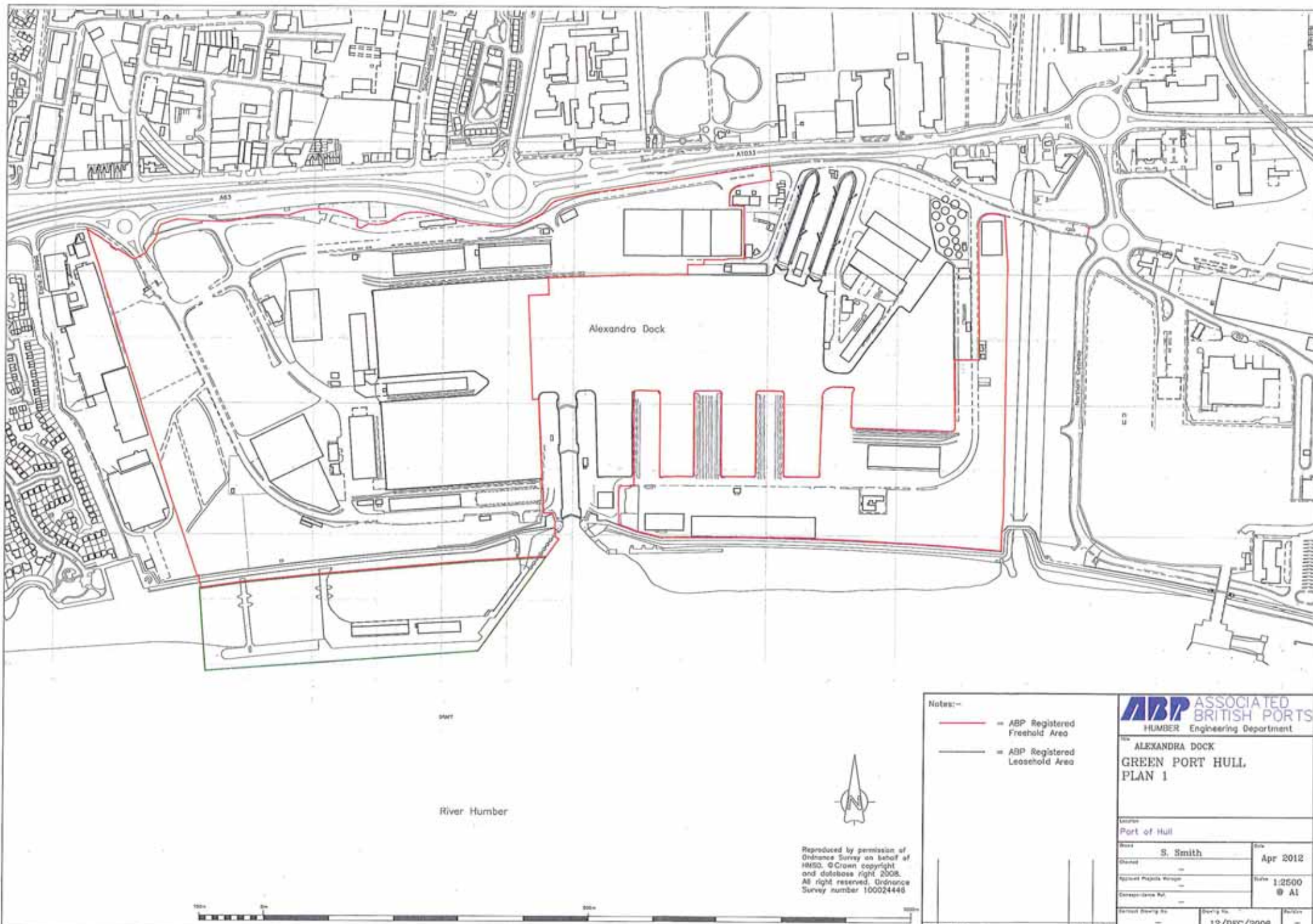
12. **Jurisdiction**

This agreement shall be governed by and interpreted in accordance with the law of England and Wales.

**Plan 1**

**ABP's Freehold and Leasehold Interests**





Alexandra Dock

part

River Humber

Notes:-

- = ABP Registered Freehold Area
- = ABP Registered Leasehold Area



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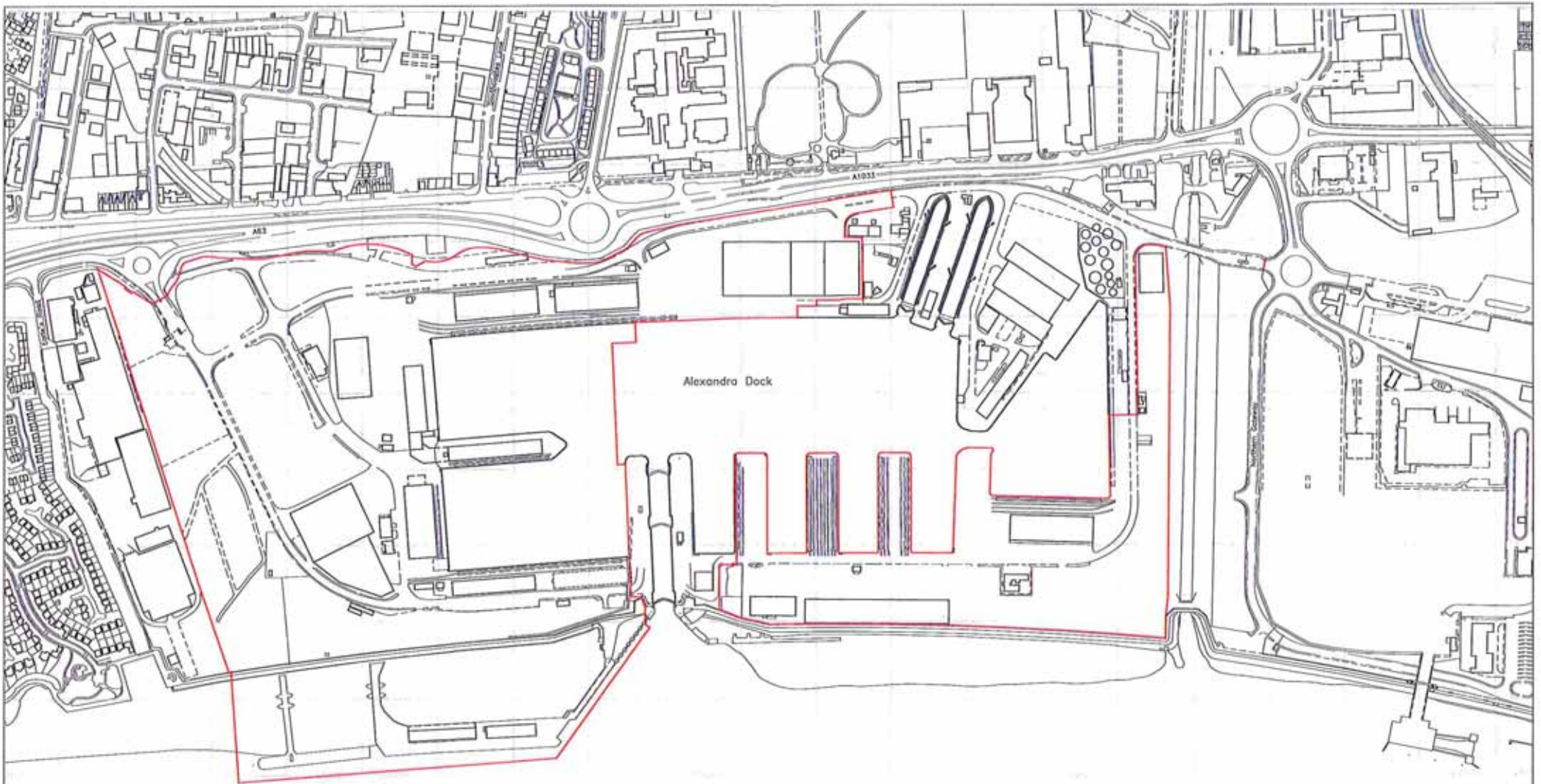


**ABP ASSOCIATED BRITISH PORTS**  
HUMBER Engineering Department

**ALEXANDRA DOCK  
GREEN PORT HULL  
PLAN 1**

Location Port of Hull	
Drawn S. Smith	Date Apr 2012
Approved Projects Manager	Scale 1:2500 @ A1
Checked/Issue Ref	Revised Drawing No
Issue No	Date 12/DEC/2008

**Plan 2**  
**GPH Development Site**



10m

River Humber



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Notes:-  
 = GPH Site

**ABP ASSOCIATED BRITISH PORTS**  
 HUMBER Engineering Department

**ALEXANDRA DOCK  
 GREEN PORT HULL  
 PLAN 2**

Location  
 Part of Hull

Drawn <b>S. Smith</b>	Date <b>Apr 2012</b>
Checked ---	Scale <b>1:2500</b>
Approved Project Manager ---	Revision <b>01</b>
Drawn ---	Revision <b>12/DEC/2007</b>

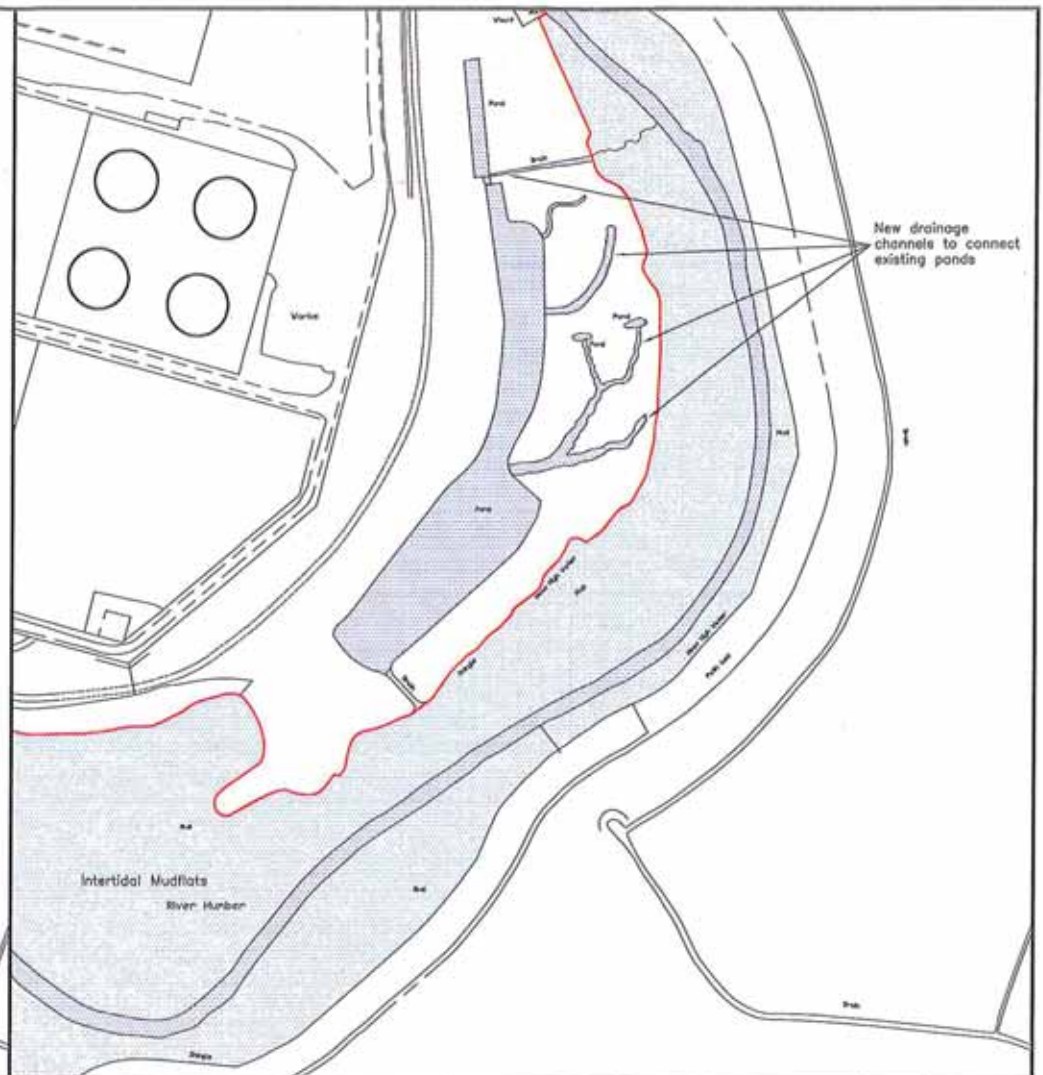
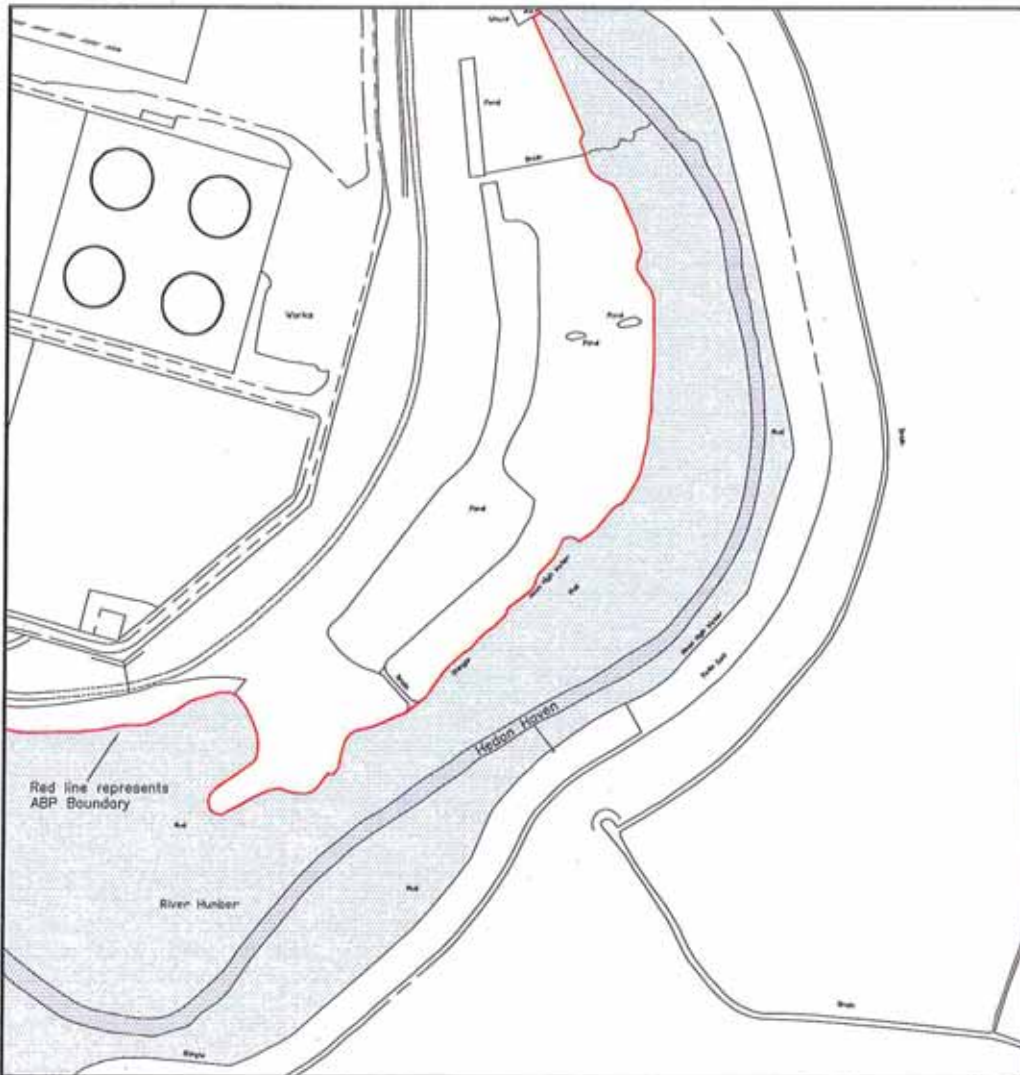
**Plan 3**  
**Houses Eligible for Noise Mitigation**



**Plan 3**  
**Houses Eligible for Noise Mitigation**  
**(shown coloured green)**



**Plan 4**  
**Hedon Haven**



EXISTING ARRANGEMENT

SCALE 1:2000

PROPOSED ARRANGEMENT

SCALE 1:2000

Notes:-

Rev.	Description	Date	Drawn

Rev.	Description	Date	Drawn

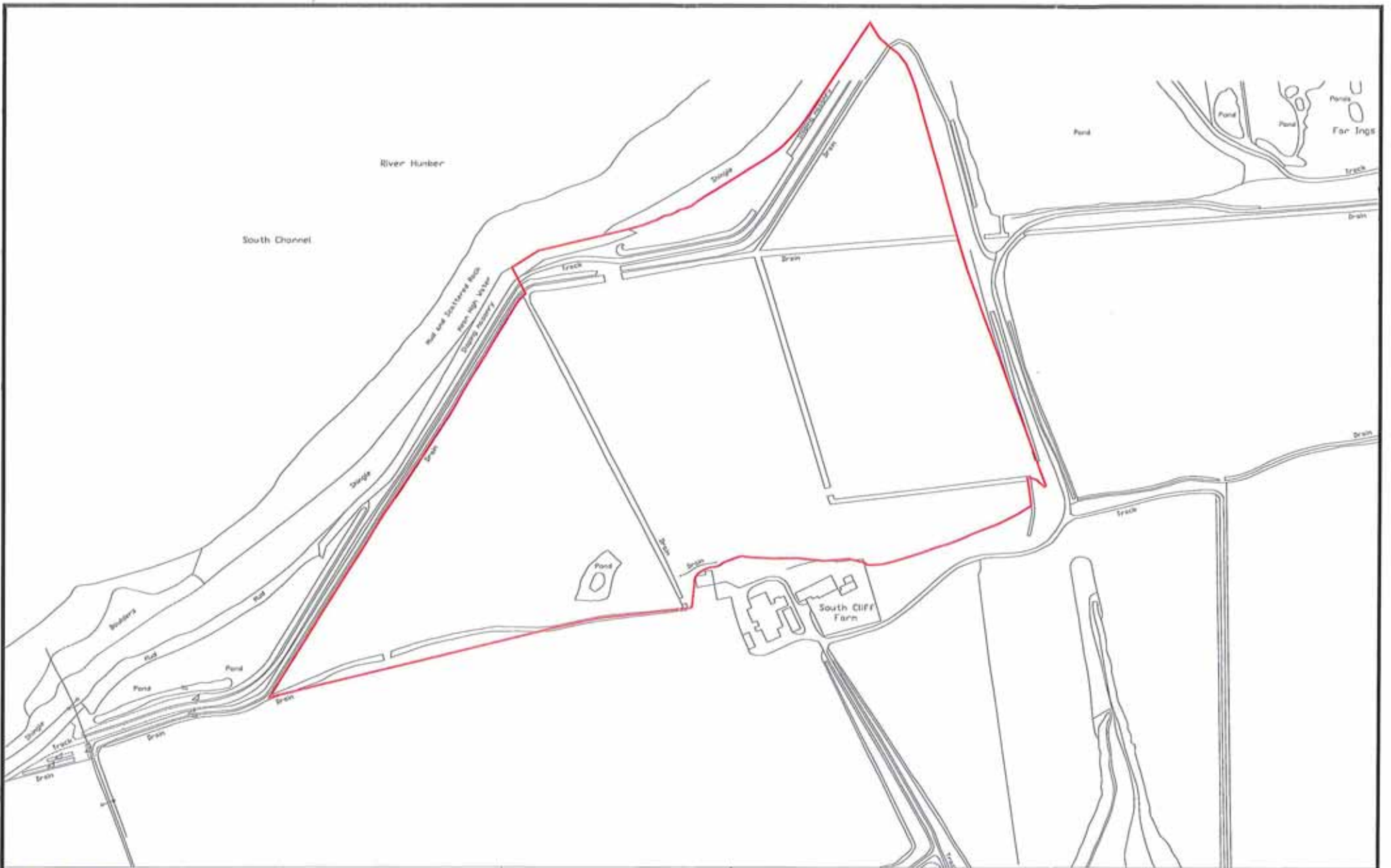
**ABP** ASSOCIATED BRITISH PORTS  
HUMBER Engineering Department

Title  
**HEDON HAVEN  
INDICATIVE HEDON HAVEN  
MITIGATION PROPOSAL**

Location Part of Hull		
Drawn <b>S. Smith</b>	Date <b>Apr 2012</b>	
Checked -	Scales <b>1:2000 @ A3</b>	
Approved Projects Manager -	Correspondence Ref. -	
Contract Drawing No. -	Drawing No. <b>12/DEC/2008</b>	Revision -

**Plan 5**  
**Chowder Ness**





**ABP** ASSOCIATED BRITISH PORTS HUMBER REGION  
 Regional Property Department  
 Riverside House  
 King George Dock, Hull  
 Tel: (01482) 327171  
 Fax: (01482) 714505

Port Office, Grimsby  
 N.E. Lincolnshire  
 Tel: (01472) 359181  
 Fax: (01472) 348224

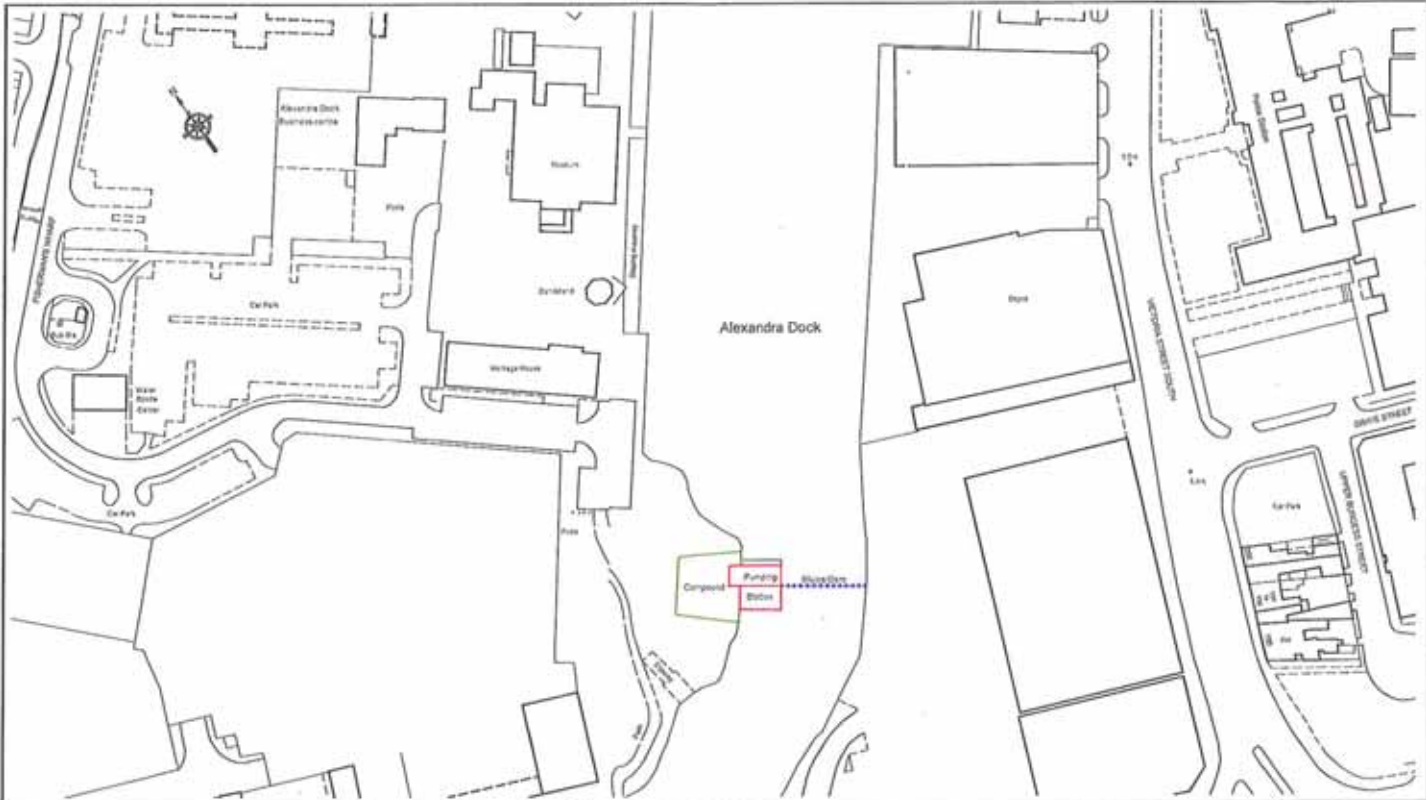
Drawing Title  
**Chowdermess  
 ABP Land Ownership**

Revision	Date

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 Landline Data © Crown copyright 1999

Date	08/05/12	Drawn by	CRobson
Scale	1:2500	CAD Plot	
REQ:	ABP Land Ownership		

**Plan 6**  
**Alexandra Dock, Grimsby**



NOTES:-

Rev.	Description	Date	Drawn

Drawn	S.J. Neilson	Date	May 12
Checked		Scale	1:1500@A4
Approved Project Manager		Contract Drawing No.	12/G/85
Correspondence Ref.		Drawing No.	
		Revision	

**PORT OF GRIMSBY**  
**FRESHNEY PUMPING STATION-**  
**LOCATION PLAN**

**ASSOCIATED BRITISH PORTS**  
 HUMBER Engineering Department

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Location  
**PORT OF GRIMSBY/IMMINGHAM**

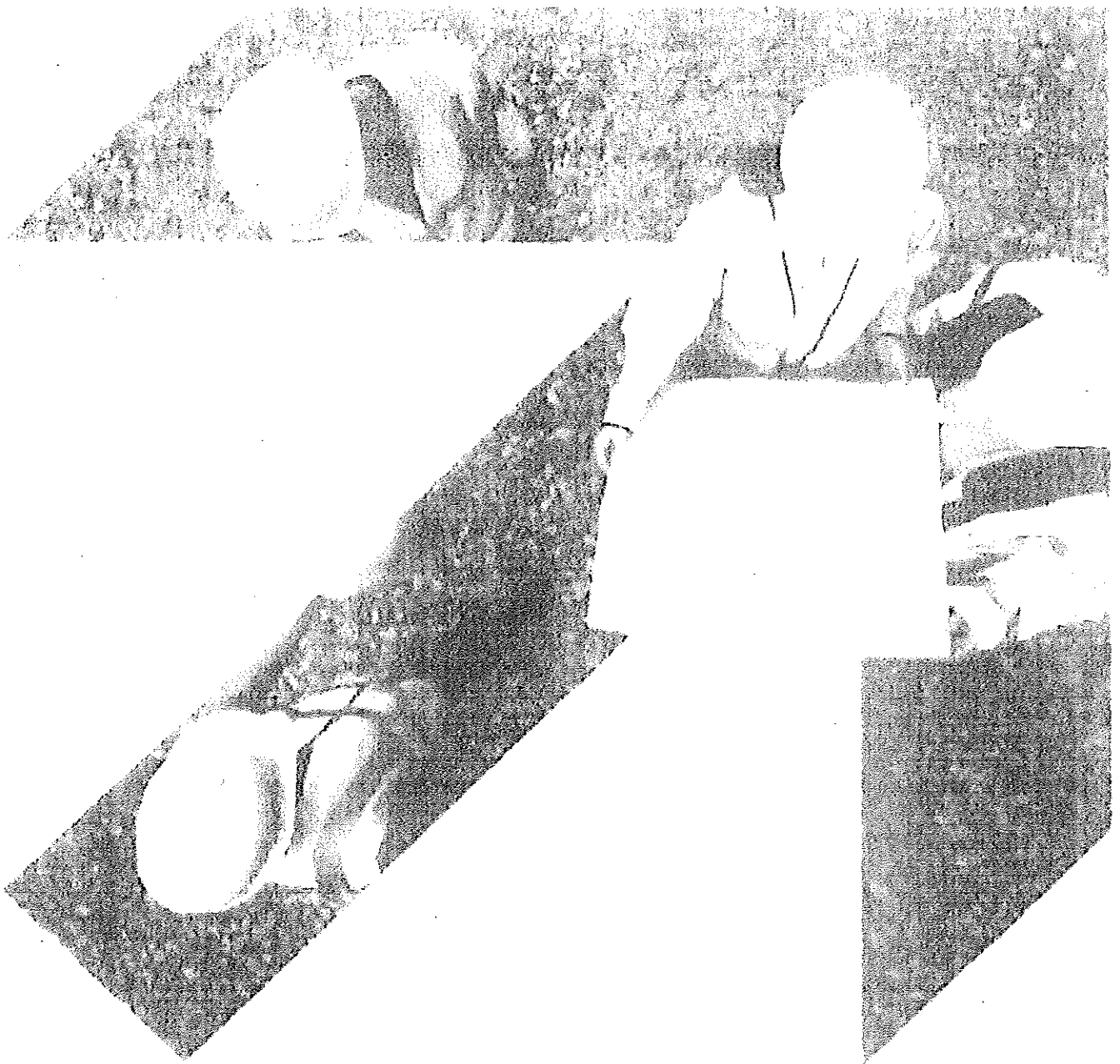
**Plan 7**

**The Interest at Alkborough Flats**



Scale 1:5000  
 Date: 10/10/2000  
 Project: South Trent Beacon  
 Client: The Port of London Authority  
 Drawn: J. Smith  
 Checked: M. Jones  
 Approved: P. Brown  
 Title: Site Plan  
 Drawing No: 10/10/2000/001

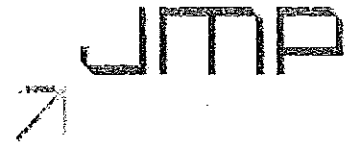
**Schedule 1  
Travel Plan**



Green Port, Hull

Travel Plan

Report



## Green Port, Hull

Travel Plan

Report

JMP Consultants Limited  
Minerva House  
East Parade  
Leeds  
LS1 5PS

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F 0113 242 3753  
E [leeds@jmp.co.uk](mailto:leeds@jmp.co.uk)

[www.jmp.co.uk](http://www.jmp.co.uk)

Job No. NEA1141

Report No.

Prepared by Leanne Farrow

Verified Paul Cawthorne

Approved by Emma Anforth

Status Final

Issue No. 8

Date March 2012





## Green Port, Hull

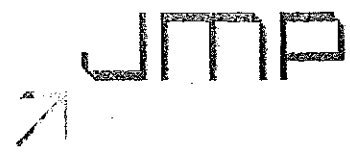
Travel Plan

Report

### Contents Amendments Record

This document has been issued and amended as follows:

Status/Revision	Revision description	Issue Number	Approved By	Date
Draft		1	Paul Cawthorne	02/06/2011
Draft	ABP comments	2	Emma Anforth	08/06/2011
Final Draft	HCC / HA comments	3	Emma Anforth	01/09/2011
Final	HCC / HA comments	4	Emma Anforth	14/09/2011
Final	HCC / HA final comments	5	Emma Anforth	07/10/2011
Final	HCC / HA final comments	6	Emma Anforth	11/11/2011
Final	Insert terms of reference	7	Emma Anforth	20/02/2012
Final	Insert HA / HCC final requirements	8	Emma Anforth	20/03/2012



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# 1 Introduction

## Purpose

- 1.1 This Travel Plan has been prepared for the proposed Green Port Hull (GPH) wind turbine facility at Alexandra Dock, Hull. This document has been supported by the developer of the site, Associated British Ports (ABP) and will be adopted by the site operator, Siemens plc ("Siemens") as a mechanism to manage the impact of travel to and from the site.
- 1.2 This Travel Plan has been prepared in consultation with Hull City Council (HCC) and the Highways Agency (HA) and in accordance with DfT / CLG Guidelines: Delivering Travel Plans through the Planning Process (April 2009).

## Report content

- 1.3 Following this introduction, this report includes:
  - A description of the development including the site's proposed operation, employee profile and construction;
  - A description of site accessibility by a range of modes, including existing and proposed transport facilities and infrastructure;
  - The aims and objectives of the Travel Plan;
  - Management strategy including responsibilities, timescales and budget for the Travel Plan Coordinator and arrangements for the Steering Group that will oversee the implementation of the Travel Plan (including the role and responsibilities of the respective partners in achieving the aims of the Travel Plan);
  - Travel Plan measures (including responsibility for implementation and timescales) that will be implemented for both the construction and operational phases of the site, to encourage the use of sustainable modes to the site;
  - Mode share and vehicle trip generation targets (as outlined in the Transport Assessment) and ongoing targets for further reductions in single car occupancy trips; and
  - Monitoring strategy outlining the process for monitoring and review of Travel Plan targets and measures (including how the Travel Plan will be monitored, by whom and when), and the process for mitigation should the Travel Plan fail to meet its targets.

## 2 Site development and operation

### Development proposal

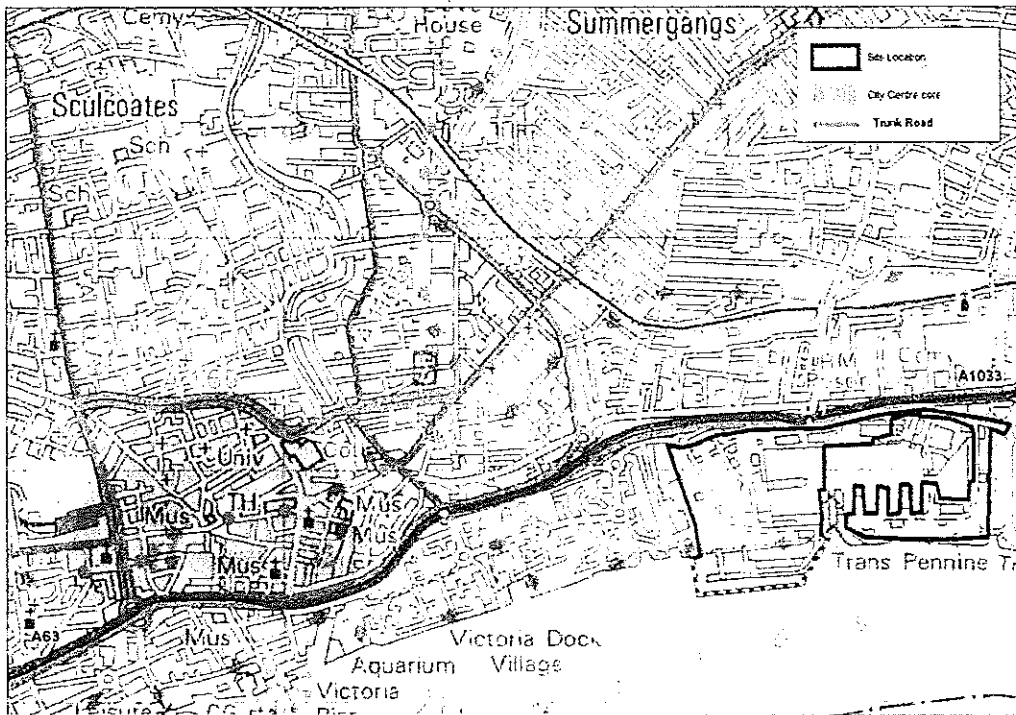
- 2.1 The development will involve the manufacture, assembly, testing and shipment of wind turbines for the offshore wind turbine industry. The finished site area will be some 54 Ha (excluding marine dredging area) and will include:
- A factory (26,500m<sup>2</sup>) for the production of wind turbine equipment (principally nacelles) to be used in offshore wind turbines;
  - Office space and welfare facilities (3,000m<sup>2</sup>);
  - A vessel crew facility to be used for ship based personnel including mess area and personal storage facilities;
  - A plant room;
  - Three security/ induction facilities;
  - Open areas for the storage, handling, assembly and testing of wind turbines and wind turbine components prior to shipping;
  - The partial infill of Alexandra Dock for port operational use, essentially for handling the traffic associated with the wind turbines;
  - A new quay with two berths already consented for development as a Lift-on/ Lift-off (Lo/Lo) container terminal (under the Associated British Ports (Hull) Harbour Revision Order 2006);
  - Capital and maintenance dredging for the new quay and the additional lead-in berth;
  - A bird roosting platform;
  - A 5 m high noise barrier;
  - In-dock Roll-on/ Roll-off (Ro/Ro) ramps for the unloading of wind turbine components;
  - A 3 MW maximum operational, terrestrial generating wind turbine (125 m to tip height) to provide renewable energy to the local distribution network;
  - A concrete helicopter landing site (HLS) and separate HLS facility;
  - Associated infrastructure including, sprinkler tank, sub station(s), lighting, landscaping, car parking, flood defence works, internal roads for the movement of cargo and personnel, a holding area to enable in-bound vehicles to meet appropriate arrival slots and services and security fencing; and
  - Car, motorcycle and cycle parking.

- 2.2 Thus the land and buildings will be B2 Industrial use as the office element is ancillary to the main use. It is anticipated that construction will commence early in 2012 with a view to the factory being operational in late 2013 / early 2014 and the remainder of the site being operational in 2014.

### Location

- 2.3 The site location is shown in Figure 1. It should be noted that the solid green line denotes the land based development area and the dotted green line denotes the marine based development area limits of deviation.

**Figure 1: Site location**



## Employee profile

### Site operation

- 2.4 The development is expected to create 700 – 800 jobs under normal operation at the facility. There is a range of blue collar and white collar job roles at the facility which are set out in Table 1. Hours of operation will be 24 hours per day.
- 2.5 Employee numbers will ramp up broadly in proportion to output although during early phases of production, additional employees may be deployed from other sites in order to provide training to new local employees. Table 1 below indicates the anticipated number of employees under normal operation.

**Table 1: Employee numbers**

Employee category	Normal operation
Nacelle production (blue collar)	220 – 235
Warehousing (blue collar)	80 – 100
Nacelle production (white collar)	60 – 70
Pre-assembly (blue collar)	80 – 90
Loading (blue collar)	20 – 30
Installation (blue collar)	50 – 70
Commissioning (blue collar)	60 – 80
Services (blue collar)	10 – 15
Pre-assembly / install (white collar)	100
<b>Total</b>	<b>680 – 790</b>

- 2.6 Shift patterns will vary by job type. Tables 2 to 4 below outline anticipated shift patterns and are based on Siemens' existing activities in Brande / Esbjerg, Denmark, which they will look to emulate at GPH. In all cases, Siemens will expect employees to be on site 10 – 15 minutes before commencing a shift in order to allow for security clearance and changing.

*Nacelle production*

**Table 2: Shift times (nacelle production)**

	Shift start time	Shift finish time
Day shift	0700	1530
Night shift	2210	0710

*Warehousing / loading / services*

**Table 3: Shift times (Warehousing / loading / services)**

	Shift start time	Shift finish time
Day shift	0700	1530
Evening shift	1515	2300
Night shift	2210	0710

*White collar staff*

- 2.7 White collar employees will work more flexible hours although their core hours of business are 0830 – 1630, Monday to Friday.

*Pre assembly*

- 2.8 Pre-assembly workers will need to be flexible as working hours will be determined by project installation schedules. This may result in various shift models being deployed with between none and three shifts being used depending upon the installation schedule and arrival of vessels.

**Table 4: Shift times (Pre Assembly)**

	Shift start time	Shift finish time
Day shift	0800	1615
Evening shift	1600	2415
Night shift	2400	0815

*Site construction*

- 2.9 A large proportion of the site construction will involve bulk materials handling and mechanised operations. Construction of the building will include the installation of overhead gantry cranes. It is anticipated that construction will commence early in 2012 with a view to the factory being operational in late 2013 / early 2014 and the remainder of the site being operational in 2014.
- 2.10 An indicative construction plan has been prepared by ABP and this has been used to derive an estimate of the number of delivery and employee trips to the site during construction. The majority of bulk-fill materials for reclamation of some 7.5 ha of river frontage and partial infill of Alexandra Dock, will be from marine sources and imported to site by ship.
- 2.11 Further details regarding the number and nature of construction traffic trips are provided in the Transport Assessment.

## Construction and Operation Management Plans

- 2.12 Given that the finer points on certain matters relating to construction and operation cannot be finalised until later in the process, a Construction and Operational Management Plan have been suggested by HCC and the HA to control matters of concern to the two authorities.
- 2.13 Matters to be covered as part of the Construction Management Plan include:
- Access and layout of on-site car parking for construction staff;
  - Routing and timing strategy for construction vehicles accessing and leaving the site;
  - Control mechanism(s) to ensure deliveries do not occur in peak time periods;
  - Measures to prevent spillage or depositing of mud and debris from construction vehicles;
  - Detail of any hoardings adjacent to highways; and
  - Location of construction compounds.
- 2.14 Matters to be covered as part of the Operational Management Plan include:
- Shift patterns
  - Site induction
  - Car parking for:
    - Visitors to the site – number and location of parking spaces
    - Staff
  - Overall number, location and management of car parking identifying specific numbers of:
    - Car share spaces
    - Disabled spaces
    - Passenger drop off - private car / taxi
  - Delivery routing strategy for:
    - Heavy goods vehicles
    - Abnormal loads
    - Private cars
  - Method of control to prevent unacceptable levels / timing of deliveries of components to site and / or movement of completed 'units' from site by road.
- 2.15 These documents would be subject to planning conditions and would be prepared and submitted to the two authorities when the firm details are known following planning consent.
- 2.16 It should be noted that that matters to be covered by these plans only relate to 'highway' associated issues, other environmental aspects will be covered by other areas of the planning submission and / or conditions



### 3 Site accessibility

3.1 This section details the existing accessibility to GPH by a range of transport modes including public transport, walking, cycling and car. Both transport facilities and infrastructure are presented.

#### Public transport

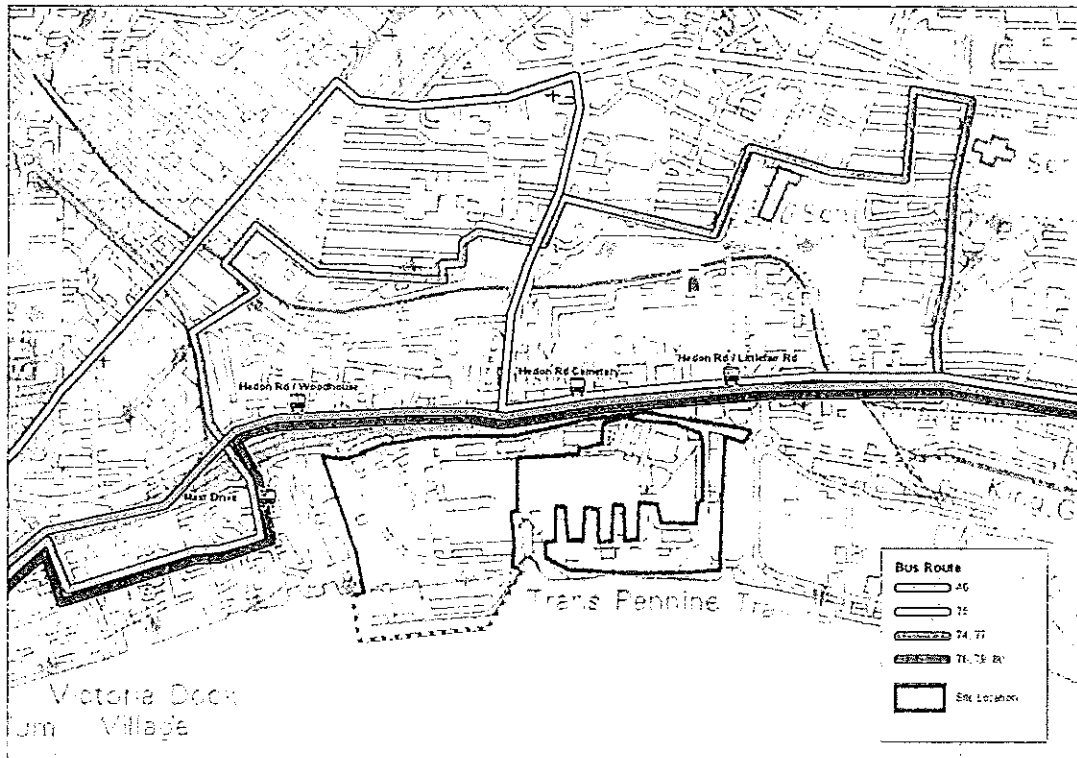
##### Bus services

3.2 The closest bus stop is on South Bridge Road at Mast Drive, 500 metres or approximately 6 minutes walk from the western entrance to GPH. Bus stops on Hedon Road also provide access to additional bus services. Bus services that operate from bus stops in the vicinity of the site comprise of:

- 46 (City centre – Victoria Dock – Marfleet). Hourly service from approximately 07:00 until 18:30.
- 74, 77 (Hull – Hedon – Keyringham – Withernsea). Hourly service from approximately 09:00 to 16:30 to and from Keyringham (74), and early morning and afternoon services between Hull and Withernsea (77).
- 78, 79 and 80 (Hull – Hedon). Approximately hourly service, albeit irregular timetable. Evening services up until 21:10 (from Hull) eastbound and 23:59 (from Hedon) westbound.
- 75 (Holderness Road – Southcoates – Withernsea). Hourly service from approximately 07:00 until 22:00 (westbound) and 23:00 (eastbound).

3.3 The bus routes of these key services are shown on Figure 2 below.

Figure 2: Bus routes and bus stop locations



3.4 Further detail of these bus services, by destination served is outlined in Table 5 below. The times of services outlined are those in the vicinity of the site, rather than at the start / end of the route.

**Table 5: Bus service overview**

Route	First bus	Last bus	Frequency (Monday-Saturday)		
			Before 09:00	Daytime	Evening (from 18:30)
<i>Eastbound services</i>					
Hull to Preston Road Estate	07:41	18:26	2 buses	1 per hour	0 buses
Hull to Hedon	06:46	23:18	5 buses	4 per hour	6 buses
Hull to Withernsea	07:10	23:18	2 buses	1 per hour	5 buses
<i>Westbound services</i>					
Preston Road Estate to Hull	07:03	17:28	2 buses	1 per hour	0 buses
Hedon to Hull	06:25	00:20	11 buses	4 per hour	6 buses
Withernsea to Hull	06:25	22:35	7 buses	1 per hour	4 buses

3.5 Table 6 provides an overview of service availability from each bus stop in proximity to the western site entrance, and in relation to key shift start and finishing times.

**Table 6: Availability of service from bus stops**

Bus stop	Walking distance / time	46	74, 77	78, 79, 80	75	Overview
Mast Drive	500m 6 minutes	√	X	√	X	Good daytime frequency (approximately 2 services an hour), albeit not on a regular timetable. The first bus on the 79 route (eastbound) would allow staff working the day shift to get to work in time. No late night service to Hull and evening services generally not in line with start and finish times of evening and night shifts.
Hedon Road / Woodhouse Street	800m 10 minutes	X	√	√	X	Good daytime frequency with morning services sufficient to ensure that staff can reach the site for early morning shifts. The majority of evening / night services are not in line with start and finish times of the evening and night shifts.
Hedon Road Cemetery	1.8km 22 minutes	X	√	√	√	Good service provision due to availability of both day time and evening services (74, 75, 77, 78, 79 and 80). However, the majority of the evening services are not in line with start and finish times of the evening and night shifts.
Hedon Road / Littlefair Road	2km 23 minutes	X	√	√	√	Same service provision as Hedon Road Cemetery bus stop above. Provides alternative walk to staff entrance via access roads within the site.

Bus infrastructure

- 3.6 As previously mentioned, the closest bus stop is on South Bridge Road, 500 metres or approximately 6 minutes walk from GPH western site entrance (the main building is approximately 250m or a two to three minute walk from the entrance). However, there are three bus stops on Hedon Road that also provide access to additional bus services. An assessment of the quality and provision of infrastructure of each bus stop in proximity to GPH is outlined in Table 7 below.

**Table 7: Bus stop infrastructure**

Bus stop	Walking distance / time	Summary
Mast Drive	500m (6 mins)	The southbound stop is sheltered and provides seating. The northbound stop is limited to a pole and flag. Timetable information provided.
Hedon Road / Woodhouse Street	800m (10 mins)	Pole and flag only. No timetable information provided.
Hedon Road Cemetery	1.8km (22 mins)	Shelter and seating provided. Timetable information provided.
Hedon Road / Littlefair Road	2km (23 mins)	Shelter and seating provided. Timetable information provided.

- 3.7 There is also a bus lay-by on the site western access road. However, this bus stop is currently not served by any buses.
- 3.8 Pedestrian / cycle infrastructure from bus stops on Hedon Road to the site is of a high standard, incorporating a segregated, off-road surface treated path for pedestrian and cyclists and several formal crossing points which are described in more detail in the 'Walking and cycling' section.

Travel costs

- 3.9 There are two main bus operators in Hull, Stagecoach and East Yorkshire Motor Services (EYMS). Stagecoach offers a simple choice of fares – a flat single fare of £1.40 covering Hull and Cottingham and a 'short hop' ticket priced at £1.00 for short journeys. EYMS charge fares based on more conventional fare scales (where travel cost is related to distance with the rate charged per mile/kilometre reducing with distance travelled). Public transport users can buy single, return, day, weekly or monthly tickets. EYMS also offer 10% discount on fares for those travelling with a discount card which is like a phonecard and users can top up the card by paying the driver or at Travel Centres.
- 3.10 Table 8 identifies journey-to-work travel costs for communities in the M62-A63 corridor that are within 90 minutes travel time by public transport to GPH. This is based on total public transport fares for a return trip by bus and/or rail during weekday peak periods.

**Table 8: Settlements in M62/A63 corridor accessible to GPH by fare cost**

Fare (daily return)	Settlements accessible
< £2.00	Paragon Int, Marfleet, Boothferry Estate, Gypsyville, Kirk Ella, Cottingham, Bransholme, Preston Road Estate, North Hull Estate, Garden Village, Sutton Park, Sutton Village, Newington, Anlaby, Bilton Grange, Kingswood, Ellerker, Hedon and Paull
£2.00-£3.99	Thorngumbald, Keyingham
£4.00-£4.99	Withernsea, Ferriby, Brough, Welton and Elloughton

Public transport catchment

- 3.11 Census 2001 Journey to Work data for travel to the Marfleet ward by bus has been analysed to gain a high level understanding of where staff travelling to the site by bus may come from. The wards encompassing in excess of 5% of the total are outlined in **Table 9**. A summary of the broad direction of arrivals to the site is provided in **Table 10**. The full breakdown of origin wards from which people access the Marfleet ward by bus is presented in **Appendix A**.

**Table 9: Wards encompassing 5% or greater of total bus use**

Ward	Percentage
South East Holderness	6%
South West Holderness	7%
Bransholme East	6%
Drypool	5%
Marfleet	10%
Myton	7%
Southcoates East	7%
Southcoates West	6%

**Table 10: Direction of arrivals by bus**

Ward	Percentage
North	17%
East	28%
West	54%

- 3.12 Some 47% of the bus based trips are covered by current direct services to the site (South East Holderness, South West Holderness, Drypool, Marfleet, Myton, Southcoates East and Southcoates West wards – accounting for rounding from original data) and as shown in **Table 10**, the majority of bus users arrive from the west of the site allowing interchange from other services at Hull's Paragon Interchange.

Rail connections

- 3.13 The nearest rail station is Hull Paragon Interchange. The frequent bus service between the Interchange and Hedon gives a travel time between the station and GPH of 15 to 20 minutes. On foot the journey would take approximately 35 minutes.

## Walking and cycling

- 3.14 Pedestrian and cycle infrastructure to the site is of a high standard, incorporating a segregated, surface treated path for pedestrian and cyclists along Hedon Road, which leads to the west and east entrance points to the site. Key destinations are sign posted, including the remaining distance to them. The segregated pedestrian and cycle path on the access road to the western site entrance is shown in Figure 3.

Figure 3: Shared surface pedestrian and cycle path, Western Access Road



- 3.15 There are signalised pedestrian and cycle crossings on Old Hedon Road to the east of the Mount Pleasant northern dumbbell roundabout with the A1033, at the junction between Wyke Street and Hedon Road and across Hedon Road to the west of the cycle route along Holderness Drain. In addition, there are a number of zebra crossings of Old Hedon Road to the east of the Southcoates Lane roundabout which connect to bus stops on the southern side of the road as well as a puffin crossing which connects the bus stops adjacent to Hedon Road Cemetery.
- 3.16 There is also a shared pedestrian / cycle facility alongside Holderness Drain which emerges onto Hedon Road adjacent to the Northern Gateway roundabout. The Holderness Drain route links with the Withernsea Branch Cycle track from which it is possible to access the east Hull residential areas of Southcoates, Holderness, Marfleet and Ings.
- 3.17 A Public Right of Way (PRoW) exists within the proposed development site, namely Footpath Number 22 which runs from south of Earle's Road (slightly to the west of the site), along the waterfront past Alexandra Dock, King George Dock and Queen Elizabeth Dock and ends at Lord's Clough.
- 3.18 A stand alone application has been made to HCC under the Highways Act to divert the existing PRoW Footpath Number 22. ABP has consulted extensively with key stakeholders including The Ramblers Association, Trans-Pennine Trail, Sustrans, the Local Access Forum and HCC, to identify this diversionary route. Pedestrian and cycle access to the site is from the dumbbell roundabout between the A63 and Mount Pleasant.

#### Travel times

- 3.19 Walking and cycling times from GPH have been plotted to identify areas that are accessible to the site by active modes. These are provided in **Appendix B**. The figures in **Appendix B** show that a significant area is within a 30 minute walk or cycle from the site.

#### Vehicles

- 3.20 The site will have two points of vehicular access:
- For employees – Alexandra Dock West site access roundabout, which links to the A1033(T) Hedon Road / Mount Pleasant grade separated junction;
  - For HGVs – Northern Gateway / Alexandra Dock East access roundabout, which links to an at grade roundabout with the A1033(T).
- 3.21 A limited number of HGVs, namely to serve the offshore vessels which are to be berthed to the south west of the site, will also access the site via the western access.

## 4 Aims and objectives

### Overall aims

4.1 The overall aims of the Travel Plan are:

- To promote the use of sustainable modes of travel;
- To improve accessibility to the site by sustainable modes of travel;
- To reduce reliance on single occupancy vehicles;
- To minimise the impact of the development on the local area and transport infrastructure; and
- To facilitate travel by sustainable modes for staff and visitors wherever practical.

### Key objectives

4.2 The key objectives of the Travel Plan are:

- To increase the number of staff using sustainable modes of transport to and from the site;
- To reduce the number of single occupancy car trips to and from the site; and
- To increase staff awareness of the Travel Plan and the use of sustainable modes.

## 5 Management strategy

### Travel Plan Coordinator

- 5.1 For operation, Siemens will appoint a permanent Travel Plan Coordinator (TPC) for the site, who will be responsible for the implementation and monitoring of the GPH Travel Plan. The TPC will be in post at least six months prior to opening (expected late 2013 / early 2014) so that he/she can ensure that the relevant infrastructure and measures outlined in the Travel Plan are provided during the build-out of the development, and therefore available at the site opening.
- 5.2 The TPC will be given an appropriate financial budget to implement, monitor and promote the Travel Plan. The TPC will report to Siemens senior management at the site who will fully support the TPC.
- 5.3 The role and responsibilities of the TPC are outlined below:
- Implement the Travel Plan measures outlined in this document;
  - Promote sustainable travel to employees and visitors;
  - Monitor and review the Travel Plan;
  - Prepare and report the monitoring results and ongoing Action Plan to the Steering Group (explained in more detail in the following section) for discussion and endorsement within one month of survey completion;
  - Work with stakeholders to improve and promote sustainable travel options to the site;
  - Enforce car park management; and
  - Plan at least one focussed travel awareness event at the site per year – this may be linked with national events such as Bike Week or other local initiatives promoted by HCC.
- 5.4 During construction, ABP will appoint a contractor to undertake the marine works, whilst Siemens will appoint a contractor to undertake construction of the site buildings. In each case a requirement to appoint a TPC and implement Travel Plan measures to promote the alternatives to single car occupancy will be a requirement of the site contract. The two TPCs will be responsible for providing travel assistance and support to their respective employees, however they will have access to the same resources (for example discounted bus tickets and bus timetables) and will employ similar key measures, for example encouraging staff to car share to the site. The ABP TPC will be in post prior to the start of construction, as the marine works are to begin before the construction of buildings on the site, and will share knowledge and information concerning sustainable access to the site with the Siemens TPC when works on this element of construction begin.
- 5.5 Given that there will be different job roles on the site over the construction period and few tasks take place continually for over a year it is not considered practical to monitor the travel patterns of employees year on year as will be the case during operation due to problems of comparing like with like. Hence it is not proposed to complete a separate Travel Plan for construction, instead to use this Travel Plan as an overarching document summarising current accessibility and providing a framework for the kind of measures to be implemented during construction. The key focus of the TPCs during construction will be to ensure that staff are aware of the alternatives to private car use to the site, to encourage these as much as is practicable and provide information and support as required.



## Steering Group

- 5.6 The main purpose of the Steering Group is to mutually agree the strategy to achieve the overall aims and key objectives of the Travel Plan, in accordance with the Terms of Reference of the Steering Group set out below.

### Terms of Reference

- 5.7 The Steering Group will be formed of the following key partners:
- Siemens (site operator) – TPC to generally represent Siemens and organise and chair the Steering Group;
  - ABP (site owner) – support the Travel Plan and initiatives aimed to facilitate sustainable travel;
  - HCC – advise on and support the Travel Plan and provide details on any city-wide sustainable travel initiatives that the Travel Plan can utilise or support; and
  - The HA – advise on and support the Travel Plan.
- 5.8 Other non-key partners such as bus operators will be invited to Steering Group meetings by the TPC as and when required.
- 5.9 Each key partner will be able to nominate individual officers to attend Steering Group meetings, to a maximum of two officers per meeting.
- 5.10 The Steering Group will be formed during the site build out and will meet within three months of first occupation, then again within approximately one month of the first monitoring exercise (to be undertaken within six months of occupation).
- 5.11 The Steering Group will meet not less than once a year at a date and time to be circulated by the TPC to key partners and partners not less than four weeks before a meeting.
- 5.12 The TPC will chair the Steering Group and will forward a meeting agenda to key partners and partners not less than one week before the meeting together with papers, information etc. to be presented.
- 5.13 Notes of each meeting will be produced by the TPC and distributed to each key partner and partner within four weeks of the meeting.
- 5.14 The Steering Group will confine its activities to those that are consistent with the overall aims and key objectives of the Travel Plan. Specifically the Steering Group will:
- Monitor the provision of infrastructure to be provided as part of GPH (listed under "site design" in Section 6);
  - Monitor the measures to be implemented to encourage the use of public transport, walking, cycling and car sharing (listed in Section 6 and in accordance with the Action Plan provided in Table 14);
  - Monitor the achievement of modal split, vehicular trip generation and staff survey response rate targets as set out in Section 7;
  - Develop and agree potential additional mitigation measures, as put forward by the TPC, if targets are not met (as set out in Section 7).

- 5.15 The TPC will present the results of Travel Plan monitoring to the group, identifying strengths and weaknesses as well as Travel Plan targets for the future year. The TPC will also highlight any issues which have been identified through the monitoring process which may be of relevance to the other key partners, for example, small scale maintenance or safety improvements to off-site walking and cycle routes.
- 5.16 Other key partners will inform the TPC of any of any forthcoming schemes or initiatives which may benefit access to the site, for example a new bus or cycle route etc.
- 5.17 It is expected that key partners will work collectively to ensure that the overall aims and key objectives of the Travel Plan are met as far as is reasonably practical. To this end, it is expected that the Steering Group will collectively make decisions that all four key partners agree are consistent with the overall aims and key objectives of the Travel Plan and are within the Terms of Reference of the Steering Group.
- 5.18 It is expected that any mitigation measures to be implemented will represent a solution which is appropriate to the scale of any adverse impact on the operation of the surrounding road network, having regard to deliverability, cost and practicality.
- 5.19 If the Travel Plan fails to meet the vehicular trip targets set out in Section 7 two years after the initial surveys at the site, the potential for further mitigation to ensure that the development does not cause a detrimental impact on the surrounding road network will be discussed and agreed in the Steering Group in accordance with the Terms of Reference of the group.
- 5.20 In the unlikely event that agreement is not reached between the key partners on the proposed Action Plan measures to be implemented, in the first instance the Steering Group will review those elements of the Action Plan which have not been agreed, suggesting alternative measures which still remain consistent with the overall aims and key objectives of the Travel Plan. At all times the proposed measures will have regard to practicality, deliverability and cost and should not have an overly onerous impact on the business at Green Port Hull. Measures must also fall within the scope of measures outlined in the Travel Plan. If a majority agreement on the outstanding issues associated with the Action Plan still cannot be reached, a vote is to be taken by the key partners (one vote per key partner) with the Local Planning Authority having the casting vote, if required.

## 6 Travel Plan measures

- 6.1 The following section outlines a number of measures that will be implemented during the construction and operation phases of the site, to encourage the use of sustainable modes to the site. Timescales for the delivery of the Travel Plan measures are outlined in the Action Plan in **Table 14** (at the end of this section).

### Infrastructure

#### Public Right of Way diversion

- 6.2 Due to the nature of the GPH development, the Public Right of Way (PRoW) (known as footpath 22) that runs along the current river bank will need to be diverted (as part of a separate procedure). This is to allow the safe transporting and loading of turbine components between the manufacturing plant and the new quay. ABP has consulted extensively with key stakeholders including The Ramblers Association, Trans-Pennine Trail, Sustrans, the Local Access Forum and HCC, to identify a diversionary route.
- 6.3 The route will divert inland around the edge of the GPH development site. The proposals will significantly enhance the current route and will also improve access to this key employment area, thus supporting economic development in Hull. The scheme will introduce a high quality footpath / cycleway and improved surfacing and lighting around the perimeter of the site. It will also have a varied range of features including views over the new wind turbine production area, public artworks and information boards. A map of the diverted route is provided in **Appendix C**.
- 6.4 To assist with connections to existing sustainable transport networks, a link between the proposed diverted PRoW and the existing cycle route on Northern Gateway to the east of the site will be provided as well as a link between the diverted PRoW and the bus stops adjacent to the cemetery on Hedon Road (subject to the diversion being confirmed under the Highways Act). The provision of this link should reduce the walk time from the bus stops to the staff access by 12 minutes to 10 minutes.

### Site design

- 6.5 JMP has liaised with the site architect (PDP) to ensure that sustainable principles are adopted in terms of walking / cycling links to and through the site and the levels of car parking to be provided.

#### Access and car parking

- 6.6 Access to the site will be managed via security offices at each of the entrances. Employees will be issued with security passes and will need these in order to gain access to the site through a security barrier. Hence car parking at the site will be for GPH uses only. A detailed Car Park Management Plan will be included as part of the Operational Management Plan to be agreed with Siemens, the HA and HCC in advance of site opening.
- 6.7 As stated in 3.20, the western site access will be the access point for employees. Ancillary parking (approximately 20 spaces for cars and 6 spaces for HGVs) will be provided adjacent to the site security office which will act as temporary parking only whilst employees and site visitors gain the necessary security clearance to enter the site.

- 6.8 A plan of the access is provided in **Appendix D**. As the plan shows, the access includes:
- A zebra crossing across the vehicular access / egress linking the current shared cycle / pedestrian route to the west of the site entrance with the proposed diversion to the PRow to the east of the site entrance and to the pedestrian / cycle route into the site;
  - A drop off point adjacent to the site security office for those who may be getting a lift to the site from somebody who is not employed at the site; and
  - A mini roundabout linking the access road with the ancillary parking and the route into the site following security clearance. The roundabout allows vehicles which do not need to access to the site to turn around and exit safely.
- 6.9 The internal layout of the site is a reserved matter which will be agreed as part of detailed design; however indicative levels of parking to be adopted as part of detailed design for the range of site users are set out below.
- 6.10 To ensure that the development does not encourage unnecessary car use, car parking spaces have been based upon on the maximum parking standards defined by the Yorkshire & Humber Regional Spatial Strategy (RSS), as requested by HCC.
- 6.11 A summary of the RSS parking standards along with the resultant number of parking spaces which would be permitted based upon the size and nature of the employment buildings at the site is provided in **Table 11**.

**Table 11: Car parking provision**

Use	RSS standard	GFA (sqm)	Car parking spaces
Office (B1)	1/60m <sup>2</sup>	3,000	50
Assembly (B2)	1/75m <sup>2</sup>	26,500	353
<b>Total</b>		<b>29,500</b>	<b>403</b>

- 6.12 In addition, based upon the Travel Plan measures to be implemented, a mode share for the site has been derived and a car park accumulation calculation has been undertaken based upon the varying shift patterns to derive the number of car parking spaces required under the assumptions used in the TA. The accumulation calculation is provided in **Appendix E**. This demonstrates that there will be sufficient car park capacity during the shift turnover. It should be noted that the derivation of the mode share is explained in more detail in **Section 7** of the Travel Plan.

**Table 12: Required parking provision using TA assumptions**

Scenario	Car parking spaces
Opening excluding offshore workers	212
Opening including offshore workers	282
Future excluding offshore workers	305
Future including offshore workers	390

- 6.13 As the table shows, even under the future scenario, including offshore workers, the parking requirement is less than the RSS maximum standards.

6.14 Based upon the predicted levels of car based trip generation at opening, 300 car parking spaces will be provided at the site, the additional 18 spaces allowing for potential visitors to the site. It should be noted there will be car parking spaces adjacent to the security office at the western access to allow for security clearance before entering the site and at the helipad on the eastern side of the site. Both of these areas are considered as 'operational' parking areas and are not expected to be areas where employees will park for their shifts, rather they are functional areas to meet the needs of the site operation. The number of spaces in each location will be confirmed as part of detailed design.

6.15 Hence 300 car parking spaces will be provided in the main parking area for the use of staff and visitors at opening. For the potential higher levels of future operation, an area will be reserved for further parking if required (to avoid any safety issues on site if the numbers presented in Table 12 are realised). However the lower parking levels from opening aim to serve as parking restraint and an incentive for the Travel Plan to be a success.

#### Special parking areas

##### *Disabled spaces*

6.16 In terms of disabled parking, Hull Local Plan states that for employment premises, if over 200 car parking spaces are to be provided, 2% of capacity plus 6 disabled spaces should be provided.

6.17 BS 8300:2009 "Design of buildings and their approaches to meet the needs of disabled people – code of practice" states that:

*For workplaces, the minimum number of designated spaces should be one space for each employee who is a disabled motorist, plus 5% of the total capacity for visiting disabled motorists. A further 5% of the total capacity should be enlarged standard spaces (to reflect changes in local population needs and allow for flexibility of provision in the future).*

6.18 For GPH Hull, given that the number of disabled motorist employees is unknown, a total of 15 disabled bays (5%) will be provided as well as 15 enlarged standard spaces (3m wide x 6m long). This exceeds the Local Plan requirement of 12 spaces (2% of 300 plus 6). These will be provided in the closest positions to the main building entrance, with an applicable number adjacent to the vessel crew facility building. Equivalent percentages of the car parking bays adjacent to the security office will also be provided for use by disabled employees when gaining security clearance.

##### *Car-share spaces*

6.19 The number of car share spaces to be provided has been calculated in a similar way to the overall levels of car parking, through an accumulation at opening and for future operation (Appendix E). Based upon this accumulation, given that there are predicted to be 38 drivers car sharing with others at the site at the peak point during the day and under higher future levels of operation, 40 car share spaces are to be provided from the outset (13% of the total number of spaces).

6.20 The accumulation calculation does not account for offshore workers due to the uncertainty regarding their chosen mode and time of arrival at the site, however the TPC will closely monitor the travel habits and needs of staff and, if necessary, ensure that further car share spaces are provided. These will be provided as close to the entrance as possible (following the disabled car parking spaces), to act as an incentive for staff to car share.

6.21 These will be marked with a sign at the end of the bay or with a painted marking within the space as shown in Figure 5. The final design will be confirmed as part of detailed design of the site.

Management of the car share spaces will form part of the Car Park Management Plan (within the Operational Management Plan) to be agreed with Siemens, HCC and the HA in advance of site opening.

Figure 4: Example of car share space marking



#### *Motorcycle spaces*

- 6.22 Similarly, the accumulation shows that 14 motorcycle spaces will be required under future levels of operation (excluding offshore workers). Hence 14 secure spaces will be provided from the outset in a convenient location, close to the entrance of the main building. As with car share spaces, the TPC will closely monitor the travel habits and needs of staff and, if necessary, ensure that further secure and convenient motorcycle spaces are provided.

#### *Showers and lockers*

- 6.23 14 lockers are also to be provided for the storage of equipment for those staff accessing the site by motorcycle. The location of these will be confirmed as part of detailed design.

#### *Walking and cycling*

- 6.24 Clear, direct and safe walking routes and crossing points are to be provided from the western site entrance to the key employment areas, though the precise location of routes within the site will be agreed as part of detailed design.
- 6.25 Given that the eastern access of the site is to be the main HGV access, pedestrians and cyclists will not be permitted to access the site via the eastern access and instead will use the diverted PRoW to reach the western access when arriving from the east (subject to the diversion being confirmed under the Highways Act). This will be a more appropriate route given that it has been

purposely designed with the needs of pedestrians and cyclists in mind and will offer improved safety and ambience than a designated route through the site.

- 6.26 Staff will be informed of the need to access the site via the western access to gain initial security clearance. As part of induction, they will be informed that pedestrian and cycle access via the eastern access is not permitted and the diverted PRow will be recommended as an alternative (subject to the diversion being confirmed under the Highways Act). This information will also be included in induction packs, complementing the full range of information to be provided regarding sustainable access to the site.

#### *Cycle parking*

- 6.27 The number of cycle parking spaces to be provided has been considered in the context of the standard set out in the Hull Local Plan and the accumulation of cycles at opening and under future levels of operation (as with general parking spaces).
- 6.28 The standards set out in the Hull Local Plan and how they would apply to the site based upon the size and use of the buildings are provided in **Table 13**.

**Table 13: Required cycle parking provision using Local Plan standards**

Use	Local Plan standard	GFA (sqm)	Parking spaces
Office (B1)	1/100m <sup>2</sup>	3,000	30
Assembly (B2)	1/200m <sup>2</sup>	26,500	133
Total			157

- 6.29 Considering the accumulation of cycles according to the shift patterns to be employed at the site, a maximum demand of 62 is predicted under future operation (**Appendix E**).
- 6.30 Given that this accounts for a relatively high cyclist mode share (13%), the development will provide 80 cycle spaces for the site in the form of 40 covered Sheffield stands in a secure, overlooked position adjacent to the security barriers which provide access into the main part of the site. As with other parking spaces, the TPC will closely monitor the travel habits and needs of staff and, if necessary, ensure that further covered and secure cycle spaces are provided.

#### *Showers and lockers*

- 6.31 As with cycle parking, 80 lockers are to be provided for use by staff accessing the site by bicycle. Given that a maximum of 34 cyclists are to arrive by bicycle in any one hour under future operation, 10 showers (including one disabled shower) are to be provided. It is the intention that these will be split between the offshore (2) and main assembly building (8), however the details are to be confirmed as part of detailed design.

### Public transport

- 6.32 Measures to be implemented to promote the use of public transport to the site are as follows:
- Public transport guide / maps / leaflets in a suitable, prominent position within the site buildings.
  - EYMS has confirmed that discounted subsequent tickets can be provided either through a phone card or salary sacrifice scheme. The TPC will liaise with bus operators to secure discounts for staff and promote these as part of the Travel Plan.

- For site opening, if required (in the context of bus operating times at opening) and practical, existing bus services are to be adjusted to ensure that buses operate at a convenient time for key shift times, with the potential to negotiate a more demand led service once home locations of staff are known.

It is envisaged that improved services to the Mast Drive stop (which is closest to the site) will be provided, as EYMS has advised that a diversion to services to the site access road is likely to discourage existing passengers and traffic management recently implemented by the East Riding of Yorkshire Council on the A1033 has left cycle times on bus routes very tight.

Details of the required services provided to EYMS are included in **Appendix F**. An example of the additional services which could be provided is included in **Appendix F**. It has been agreed with the bus operator that these will need to be confirmed ahead of the opening of the site when the precise employee shift times are confirmed with Siemens and the operating times of existing services at that time are known.

## Walking

6.33 Measures to be implemented to promote walking to the site are:

- Provision of maps with walking times to the site;
- Designated walking routes through the site (to be confirmed through detailed site design);
- Diversion and improvement of PRow (as part of a separate procedure); and
- A link between the proposed diverted PRow and the bus stop adjacent to the cemetery on Hedon Road to be delivered through a Section 278 Agreement with the HA and agreed within a reasonable timescale (an indicative layout for the improvement is provided in **Appendix G**)

## Cycling

6.34 Measures to be implemented to promote the use of cycling to the site are:

- Secure cycle parking, showers and lockers to be provided;
- Provision of cycle maps identifying key routes and with cycling times from key areas;
- An extension of the off-road cycle route on Northern Gateway to meet the proposed diversion to the PRow around the periphery of the site to link current and proposed cycle routes around the site; and
- Bicycle User Group (BUG) to provide a forum / action group for cyclists to discuss all issues relating to cycling, such as; to identify problems, suggest required actions, share information on cycle routes and interesting cycling events.

## Car-share

6.35 Measures to be implemented to promote car-sharing to the site are:

- Informal car-sharing will be encouraged amongst staff on the same shifts as part of induction;
- Installation of a 'car-share board' so staff can post advertisements and find a match (or through a staff intranet if this is to be provided and will be readily available to all staff);



- An awareness event where staff pinpoint their home location on a large plan and identify other employees living nearby with whom car sharing may be a viable option;
- Priority car parking spaces for car-sharers with a suitable system to monitor and enforce the use of the spaces to be implemented by the TPC; and
- A guaranteed ride home for car sharers who are let down by their sharer will be considered by Siemens as part of detailed site operation planning.

## Marketing and awareness

6.36 The first step towards behaviour change is for an individual to understand the availability and benefits of sustainable travel options. Therefore, effective marketing is a fundamental element of any Travel Plan.

6.37 Information will be made available to staff by:

- Establishing a "Travel Point" in a staff common area, where sustainable travel information and maps will be made available (and through a staff intranet if this is to be provided and will be readily available to all staff);
- Providing Personal Journey Plans (PJPs) through an appointment with the TPC. The PJPs may include details on specific bus services, timetables and fare information for the individual's journey to work, or provision of other materials such as cycle maps etc;
- Organising at least one travel awareness event per year (which may coincide with national events such as Bike Week etc), to promote the benefits of alternative modes and encourage greater sustainable travel to the site;
- Providing information on public transport, walking and cycling routes in staff induction packs – these will include:
  - Maps with walking times to the site;
  - Cycle maps identifying key routes and with cycling times from key areas;
  - Public transport guide, maps, leaflets and timetables;
  - Information on cycle parking, showers and lockers facilities that are available as well as site specific safe cycling information;
  - Information on / invitation to the Bicycle User Group (BUG);
  - Information on car-sharing, the location of car-share board to find sharers and priority car share parking spaces that are available and benefits of using them;
  - Information on discounted bus tickets; and
  - Information on the PJP service and where to find it.

## Recruitment

6.38 As an overarching policy to ensure that sustainable transport options are viable and attractive, where possible, staff will be employed from the local area.

## Construction

- 6.39 Travel to work trips during construction will vary in intensity and origin throughout the construction programme making measures to encourage the use of sustainable modes difficult to implement.
- 6.40 Broadly, there are predicted to be up to approximately 100 construction trips to the site per day in the first year of construction, rising to approximately 300 trips per day at the peak of construction, reducing back to approximately 100 trips per day towards the end of construction (full details of the construction programme are provided in the Transport Assessment).
- 6.41 The difficulty in encouraging sustainable modes during the peak of construction is that this is when the factory will be undergoing fit out, involving a range of tradesmen each requiring their own tools and, more than likely, their own transport in which to transport those tools, limiting the success of any Travel Plan measures.
- 6.42 However, despite this, the following measures will be implemented during construction to help encourage sustainable mode use to the site:
- As a significant proportion of construction workers are expected to be staying in local hotels, workers will be encouraged to stay in the same or nearby hotels and to car share to the site. This will be relayed to staff through the induction process and informal assistance (car share board and awareness events) will be provided to help employees find sharers;
  - Providing information on public transport, walking and cycling routes in staff induction packs including discounts on public transport tickets and how these work; and
  - Providing Personal Journey Plans (PJPs) through an appointment with the TPC. The PJPs may include details on specific bus services, timetables and fare information for the individual's journey to work, or provision of other materials such as cycle maps etc.
- 6.43 Where possible, information regarding these measures will be sent to the management of companies employed on construction work contracts so that employees are encouraged to access the city by sustainable means.
- 6.44 These measures will promote sustainable modes of transport where this is a viable alternative for construction workers.

## Action Plan

- 6.45 **Table 14** outlines an Action Plan to assist with the timely delivery of the Travel Plan. This includes the organisation / person responsible for the implementation of each measure and the relevant timescales for delivery. The Action Plan also includes measures for implementation during the construction of the site and once it is in operation.

**Table 14: Action Plan**

Measure	Responsibility	Timescale
Negotiate discounted public transport tickets for staff	Construction TPC(s)	Pre construction
Construction travel measures	Construction TPC(s)	Pre construction
Install site based measures - cycle parking, walking routes, car share spaces etc.	ABP / Siemens	During construction
Install off-site measures - PRoW improvements etc.	ABP / Siemens in agreement with HA / HCC	Once agreed
Appoint TPC	Siemens	Six months before site opening
Confirm shift times and associated requirements for bus services to site	TPC	When shift times are finalised (needs to be at least 8 weeks before opening to allow notice to Traffic Commissioner)
Assemble "Travel Point" (collect information / leaflets etc) where staff can access a range of information on sustainable travel	TPC	Before site opening
Issue staff induction packs including information about discounted public transport tickets	TPC	During recruitment process
Provide Personal Journey Plans (PJPs)	TPC	From first occupation and ongoing
Car park management	TPC	From first occupation and ongoing
Set up BUG	TPC	Within three months of site opening
Travel awareness events	TPC, in partnership with HCC (if relevant)	Within 12 months of occupation (plan in line with National or local events), then annually
Monitoring survey/s	TPC	Within six months of opening, then annually thereafter
Report monitoring results to HCC and the HA	TPC	Within one month of survey completion
Steering Group	TPC	Annual meeting to be held shortly after monitoring to discuss results and actions for the coming year
Revise Travel Plan / Action Plan / targets if necessary	TPC, in liaison with Steering Group	Following monitoring of the Travel Plan

## 7 Targets and Monitoring

### Objectives

7.1 As stated in Section 4 the key objectives of the Travel Plan are:

1. To increase the number of staff using sustainable modes of transport to and from the site;
2. To reduce the number of single occupancy car trips to and from the site; and
3. To increase staff awareness of the Travel Plan and the use of sustainable modes.

7.2 In order to assess the success of the Travel Plan in meeting its objectives, targets will be set for the Travel Plan in the following areas:

- Mode split (in relation to objective 1);
- Vehicular trip generation (in relation to objective 2); and
- Staff survey response rate (in relation to objective 3).

### Mode split

7.3 2001 Census Travel to Work mode split for journeys to the Marfleet ward was used as a base for the mode split for the site. However, since the site is a 24 hour operation and some shifts start and end in the evening, public transport availability was also considered.

7.4 For shifts where public transport is currently unavailable, trips were distributed equally amongst the remaining modes. For offshore workers (who will have substantial luggage for travelling away for up to two weeks), it was assumed that public transport, walking and cycling were unviable and again trips were distributed equally amongst the remaining modes. The resultant base mode splits are presented in Table 15.

**Table 15: Base mode split**

Mode of transport	Shifts where public transport available	Shifts where public transport currently not available	Offshore workers
Car driver	67%	71%	85%
Car passenger	8%	9%	10%
Bicycle	11%	12%	0%
Bus	6%	0%	0%
On foot	4%	4%	0%
Motorcycle	3%	3%	4%
Taxi	1%	1%	1%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

7.5 Following consideration of the Travel Plan measures to be implemented and further discussion regarding the potential mode split of offshore workers, the mode split has been adjusted as follows to gain a target mode split with the implementation of Travel Plan measures:

- e Bus use has been introduced to those shifts where a new or improved timed service is considered viable by the public transport operator.
- e General bus mode share has been increased by one percentage point due to bus measures such as discounted tickets and improved links between the site and Hedon Road bus stops through the proposed PRow diversion.
- e Cycle use has been increased by two percentage points due to good quality infrastructure along Hedon Road which leads to the site entrance (and was implemented following the Census in 2001 so would not be accounted for in the base mode split for the Marfleet ward), the improved infrastructure to be provided as part of the proposed PRow diversion, the onsite facilities to be provided such as cycle parking and other measures such as the BUG.
- e Where public transport is still considered unviable, trips have been distributed evenly amongst other modes, but retaining a 13% mode share for cycling.
- e It has been advised that car driver trips are unlikely to be as high as 85% for offshore workers, as staff are unlikely to want to leave their car parked at GPH for one or two weeks at a time. Hence the offshore mode split has been adjusted to reduce car driver mode share and to increase car passenger, taxi and motorcycle mode share. The adjustments are an estimate due to the unique nature of this particular element of the site operation.

7.6 The resulting target mode split is presented in the Table 16. This mode split has been used to derive the number of parking spaces and cycle facilities set out in Section 6. How it applies to individual shift patterns is presented in Appendix E.

**Table 16: Target mode split**

Mode of transport	Shifts where public transport available	Shifts where public transport considered unviable	Offshore workers
Car driver	64%	70%	61%
Car passenger	8%	9%	25%
Bicycle	13%	13%	0%
Bus	7%	0%	0%
On foot	4%	4%	0%
Motorcycle	3%	3%	4%
Taxi	1%	1%	10%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

- 7.7. The overall target mode split is presented in the following table and has been derived from a weighted average of the percentages presented in Table 16, accounting for the forecast total number of employees in each job role. The timescales for achievement is 18 months post occupation (i.e. following the second monitoring exercise).

**Table 17: Overall target mode split**

Mode of transport	Mode split
Car driver	64%
Car passenger	11%
Bicycle	11%
Bus	6%
On foot	3%
Motorcycle	3%
Taxi	2%
<b>Total</b>	<b>100%</b>

- 7.8 It should be noted that the baseline mode split and target mode split have been estimated from the Census data and these should be updated following the initial staff survey at the site.
- 7.9 Once the survey data has been gathered, the existing modal splits will be determined for comparison with the Census data. This will enable a revised version of Table 15 to be generated, forming the baseline situation.
- 7.10 The target mode split may then be updated once the baseline surveys have been undertaken; however, any changes must be agreed with the Steering Group as set out in Section 5.

#### Monitoring

- 7.11 A travel to work survey will be undertaken with staff to monitor the mode split targets. The mode split will be factored up by the total number of staff to determine an estimate of the number of trips undertaken by each mode of transport. Questions relating to what would encourage staff to consider alternatives to private car use will also be included to assist the TPC in identifying further measures which may be implemented to encourage the use of sustainable modes.
- 7.12 A sample questionnaire is provided in **Appendix H**.
- 7.13 Initial monitoring will be undertaken after six months of occupation in a representative, preferably neutral (April May, September October) month. The TPC will be responsible for confirming the precise time that monitoring will be undertaken in consultation with the Steering Group. Subsequent monitoring will be undertaken annually (i.e. 12 months after the initial monitoring).
- 7.14 The following indicators will be used to monitor the mode split targets:
- Proportion of staff as car driver
  - Proportion of staff as car passenger
  - Proportion of staff that cycle
  - Proportion of staff that walk
  - Proportion of staff that use the bus

- Proportion of staff that use a motorcycle
  - Proportion of staff that use a taxi
- 7.15 To ensure that a representative sample is obtained from the staff travel survey, the TPC will ensure that senior managers in each job role are supportive of the Travel Plan and encourage their staff to complete the survey. An incentive (such as a prize draw for cash or cinema tickets / other) will also be used to maximise the response rate.
- 7.16 Spot checks of usage of cycle and motorcycle parking facilities as well as car share spaces will also be undertaken to monitor their utilisation and to ensure that adequate levels of these facilities are provided. Following the annual surveys, the TPC will also discuss the patronage of bus services to the site with the bus operator/s, to monitor the use of public transport and to identify any short-fall in service provision.
- 7.17 The following additional indicators will be used to monitor sustainable transport usage:
- Number of cycles in parking facilities;
  - Number of motorcycles in parking facilities; and
  - Number of registered car sharers and utilisation of car share spaces.
- 7.18 In the first six months, monthly spot checks will be undertaken at various times of day to ensure that facilities meet the needs of staff arriving for different shifts and, if there is greater demand than the proposed facilities, further secure, covered cycle or motor cycle parking or car sharing spaces will be provided. Subsequent monitoring will be undertaken annually, again at various times of day, alongside the staff survey to provide further validation of the mode split derived through the survey.

### Vehicular trip generation

- 7.19 Table 18 outlines the maximum vehicle trip generation at opening under the mode split targets outlined in Tables 15 to 17 (as presented in Appendix E). Due to the uncertainty of the arrival and departure of offshore worker trips, the targets relate to daily (non-offshore trips) only. (The base trips are the predicted number of trips with no Travel Plan measures implemented, taken from Appendix G of the Transport Assessment).
- 7.20 These trip generation figures form key targets for the GPH Travel Plan however, as stated in Section 7.8 to 7.10 the mode split targets and vehicular trip generation targets should be reviewed and, if required, updated in agreement with the Steering Group, following the initial surveys at the site (which will provide a more accurate picture of travel patterns to the site).
- 7.21 The timescale for achievement is within 18 months of occupation (i.e. following the second monitoring exercise).

**Table 18: Vehicular trip generation targets**

Time period	Base trips			Target trips		
	Arr.	Dep.	Total	Arr.	Dep.	Total
AM (08:00 - 09:00)	116	20	136	110	20	130
PM (16:00 - 17:00)	0	136	136	0	130	130
24 hour	445	445	890	418	418	836

- 7.22 It should be noted that these targets are subject to the operating regime set out in Appendix E. Any changes to the operation of the site, for example in relation to staff numbers, will be set out in the site Operating Management Plan to be prepared and submitted to HCC and the HA when firm details are known following planning consent. Any changes will then be translated into the Travel Plan targets as part of the ongoing management of travel to the site.
- 7.23 For example, if shift patterns were to alter to those set out in the TA addendum (with a one hour delay to the start and finish times of nacelle and warehouse staff) the vehicular trip targets would alter as set out in Table 19. The supporting shift pattern analysis is provided in Appendix I.

**Table 19: Vehicular trip generation targets**

Time period	Base trips			Target trips		
	Arr.	Dep.	Total	Arr.	Dep.	Total
AM (08:00 - 09:00)	116	123	239	111	118	228
PM (16:00 - 17:00)	0	239	239	0	228	228
24 hour	440	439	879	420	421	840

- 7.24 It should be noted that changes in the 24 hour targets occur due to the greater availability and hence propensity to travel by public transport during peak periods.

#### Monitoring

- 7.25 The vehicle trip generation targets will be monitored using a 24 hour classified traffic count survey at the two site access points, undertaken during the same period as the staff survey.
- 7.26 The following indicators will be used to monitor vehicle trip generation targets:
- Number of car trips accessing / departing from the site between 08:00 - 09:00;
  - Number of car trips accessing / departing from the site between 16:00 - 17:00; and
  - Number of car trips accessing / departing from the site over a 24 hour period.
- 7.27 The 24 hour traffic count survey will then act as a cross check with the vehicular mode split derived from the staff survey.
- 7.28 Initial monitoring will be undertaken after six months of occupation. Subsequent monitoring will be undertaken annually (i.e. 12 months after the initial monitoring).

#### Staff survey response rate

- 7.29 The aim will be to achieve at least a 30% response rate to the annual staff travel survey in each of the job roles at the site by 18 months post occupation (second monitoring exercise). This will be to ensure that the survey responses are representative of travel to the site and completion of the survey will illustrate an awareness of the Travel Plan amongst employees.

#### Future targets

##### Mode share

- 7.30 Following the achievement of the target mode split above (18 months post occupation) the TPC will work towards ongoing targets to further reduce single occupancy car trips to the site. The future



target is to reduce car driver mode share (single occupancy car use) by one percentage point each year for five years and to consider the most appropriate targets thereafter.

- 7.31 The table below shows indicative overall mode split targets (in accordance with Table 17) over the five year period following achievement of the initial target mode split. In the absence of any information on where employees may come from at this stage, it has been assumed that the mode share of car passenger, bicycle, bus and walking will increase by one percentage point in total each year (in proportion to the respective share of each mode under the initial target mode split).

**Table 20: Indicative future year mode split targets**

Mode of transport	Initial target mode split	Number of years following achievement of initial target mode split				
		1	2	3	4	5
Car driver	64%	63%	62%	61%	60%	59%
Car passenger	11%	11%	11%	12%	12%	12%
Bicycle	11%	11%	12%	12%	13%	13%
Bus	6%	6%	6%	6%	6%	7%
On foot	3%	4%	4%	4%	4%	4%
Motorcycle	3%	3%	3%	3%	3%	3%
Taxi	2%	2%	2%	2%	2%	2%

- 7.32 Table 20 shows an indicative number of two-way trips by each mode per day under the mode split targets presented in Table 19. Given that the mode split above applies to all trips to the site (including offshore workers), Table 20 also applies to all trips to the site (i.e. 1510 trips per day from Appendix E). However, it should be noted that offshore workers will not be accessing the site every day. It should be noted that the differences in the number of trips for elements which have the same mode share in Table 19 is due to rounding. The calculation of trips is provided in Appendix E.

**Table 21: Indicative future year trips by each mode**

Mode of transport	Initial target mode split	Number of years following achievement of initial target mode split				
		1	2	3	4	5
Car driver	963	948	933	918	903	888
Car passenger	161	166	171	176	181	187
Bicycle	166	172	177	183	188	194
Bus	85	88	91	94	97	99
On foot	51	53	55	56	58	60
Motorcycle	48	48	48	48	48	48
Taxi	36	36	36	36	36	36

- 7.33 Following the first employee survey (in accordance with the role of the TPC set out in Section 5), targets should be adjusted (in agreement with the Steering Group) according to the outcome of the survey and tailored to the employees at the site.

### Vehicular trips

- 7.34 Based upon a one percentage point reduction in car driver trips each year following achievement of the target mode split, the associated reductions in vehicular trips to the site over the following five years are presented in Table 20. (These are based upon person trips of 200 in the peak periods and 24 hour person trips of 1280 as presented in Appendix E).

**Table 22: Future year two-way vehicular trip targets**

Time period	Initial target	Number of years following achievement of initial target mode split				
		1	2	3	4	5
AM (08:00 - 09:00)	130	128	126	124	122	120
PM (16:00 - 17:00)	130	128	126	124	122	120
24 hour	836	823	810	798	785	772

- 7.35 Again, it should be noted that these targets are subject to the operating regime set out in Appendix E and any changes to the operation of the site will then be translated into the Travel Plan targets as part of the ongoing management of travel to the site.

### Response rate

- 7.36 When a 30% response rate to the staff travel survey is achieved, the target for future years will be to increase this by 2 percentage points each year. As with the initial mode share, the aim will be to ensure that the applicable response rate is achieved in each of the job roles at the site to ensure that each is represented in the development of Travel Plan measures. The profile over the five years following achievement of the initial target is presented in the table below.

**Table 23: Future year employee survey response rate targets**

Initial target	Year 1	Year 2	Year 3	Year 4	Year 5
30%	32%	34%	36%	38%	40%

## Reporting and Mitigation

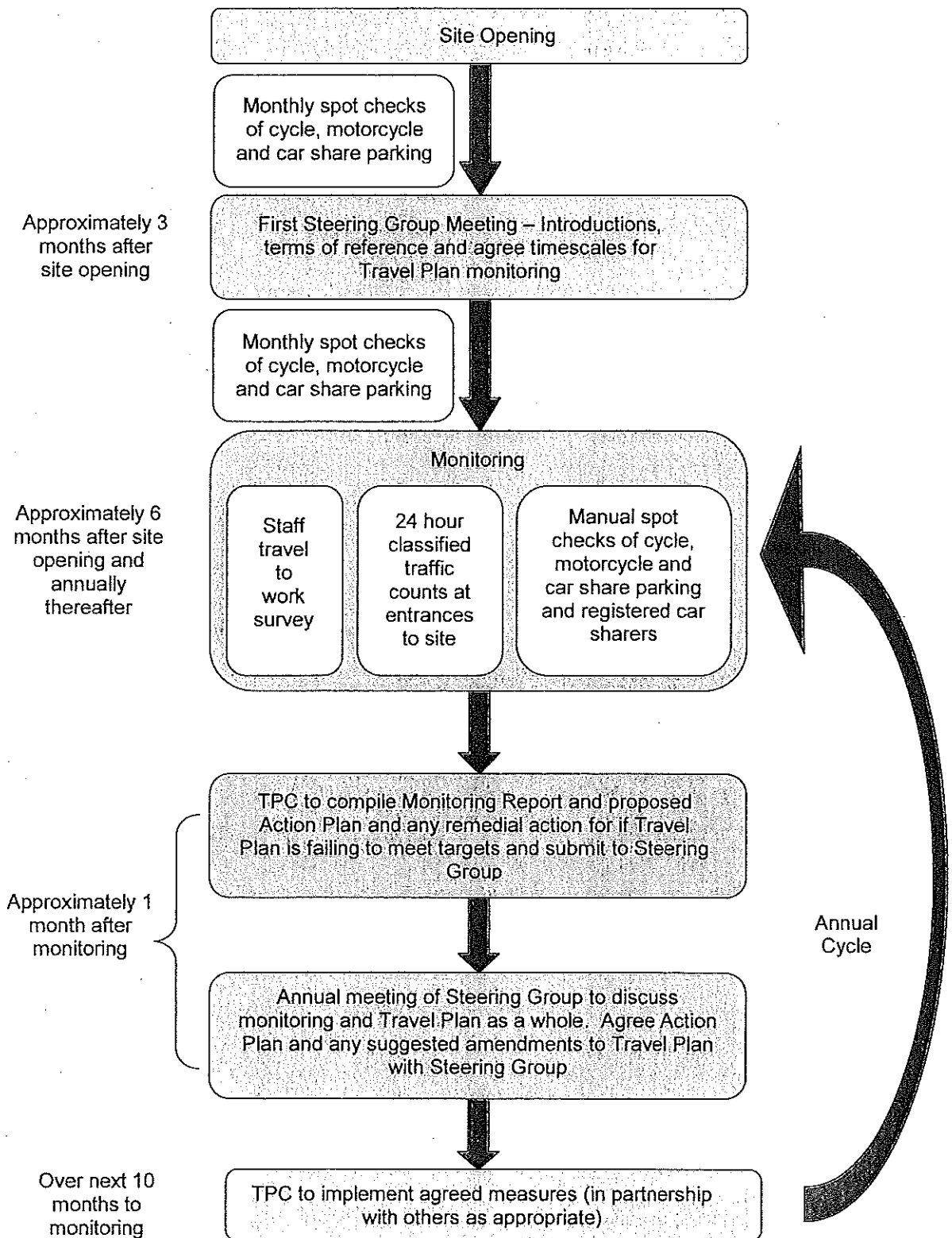
- 7.37 The TPC will provide an annual Monitoring Report to the Steering Group within approximately one month of completion of the monitoring surveys. This will provide an indication of which initiatives are working and which are less successful, as well as determining strengths and weaknesses of the Travel Plan. The report will include any recommended amendments to the Travel Plan in light of the monitoring exercise (for example updates to site information, new targets if previous targets have been achieved etc) and an Action Plan of measures to be implemented over the following year.
- 7.38 If the Travel Plan is failing to meet its targets, the TPC will develop an Action Plan of measures which they consider suitable to get the Travel Plan back on track. Mitigation will be tailored to the findings of the monitoring; for example, if a decline in bus use is identified, a package of measures to further promote and incentivise public transport will be implemented (e.g. taster tickets and / or adjustments to services). Subsequent monitoring will be undertaken as per normal (i.e. within 12

months of the previous survey using the same indicators and methods). This is to ensure consistency in monitoring.

- 7.39 The TPC will arrange the annual meeting of the Steering Group. At the meeting the Steering Group will:
- Discuss the results of the Monitoring Report;
  - Discuss the measures proposed by the TPC as part of the Action Plan for the following year;
  - Exchange ideas concerning any further measures which may be appropriate for implementation at the site (with the HA, HCC and any other Steering Group members feeding in their ideas on potential measures);
  - Agree the measures to be implemented over the following year; and
  - Agree any amendments to Travel Plan targets if previous targets have been met.
- 7.40 The Action Plan (including any remedial measures required due to the Travel Plan failing to meet its targets) will be finalised within one month of the meeting, for implementation over the following year. Some measures may have an implementation timeframe of more than one year (for example infrastructure measures) in which case the Action Plan will detail any preparatory work to be undertaken during the year.
- 7.41 As stated in Section 5, the TPC will be given an appropriate financial budget to implement, monitor and promote the Travel Plan, and this budget will be used to fund the additional measures to be implemented. The opportunity to work alongside other stakeholders such as other employers, bus operators, HCC and the HA in the implementation of measures which may benefit GPH employees will be welcomed and considered on a case by case basis.
- 7.42 If targets are still not being met following the implementation of further Travel Plan measures, the TPC, alongside the Steering Group, will identify additional measures to be implemented tailored to the needs of site employees and suitable to the transport conditions (e.g. greater propensity for cycling due to health benefits, need for adjustments to bus services) at that time. The timescales for assessment of whether a measure has been successful will vary according to each individual measure implemented. Generally this will be assessed as part of the annual monitoring for the site, however if a particular measure warrants a shorter or longer timeframe for the measurement of impact, the TPC will agree this alongside the Steering Group and details will be included in the Action Plan for the respective year.
- 7.43 If the Travel Plan fails to meet the vehicular trip targets set out in Table 18 two years after the initial surveys at the site, the potential for further mitigation to ensure that the development does not cause a detrimental impact on the surrounding road network will be discussed and agreed in the Steering Group in accordance with the Terms of Reference of the group.
- 7.44 Sustainable mode use will be monitored through the staff travel survey as outlined earlier in the chapter. The Travel Plan Co-ordinator will also monitor usage of on-site facilities as outlined in section 7.16 to ensure that adequate facilities are being provided to encourage the use of sustainable modes. It is not considered necessary to implement further mitigation if, when travel patterns to the site are established, a greater proportion of staff choose to travel by a certain sustainable mode at the expense of another sustainable mode. Hence a decline in one sustainable mode will be offset against the growth in another, thereby achieving the overall objective of the Travel Plan to increase the use of sustainable modes to the site and reduce vehicular trips to the site.

7.45 The flow chart on the following page summarises the Travel Plan monitoring process.

Figure 5 Monitoring process



## 8 Summary

8.1 The key objectives of the Travel Plan are:

- To reduce the number of single occupancy car trips to and from the site;
- To increase the number of staff using sustainable modes of transport to and from the site; and
- To increase staff awareness of the Travel Plan and the use of sustainable modes.

8.2 The Travel Plan will achieve these objectives by implementing a range of measures to encourage the use of sustainable modes of travel to the site. An Action Plan has been prepared to ensure that these measures are implemented within appropriate timescales. Siemens will appoint a TPC to oversee the implementation of the Travel Plan during operation. During construction ABP will appoint a TPC to oversee the travel of employees undertaking the marine works whilst Siemens will appoint a TPC to oversee the travel of employees undertaking construction of the site buildings.

8.3 The success of the Travel Plan will be monitored against vehicular trip generation and mode shift targets, measured by an annual survey of staff travel habits and traffic movements on the site.

8.4 Once further details are known in relation to site construction and operation, it is proposed that the following documents are prepared and submitted to the Hull City Council and the Highways Agency for agreement to support the Travel Plan:

- Construction Management Plan (or potentially two plans dealing with the ABP managed marine works and Siemens led building construction); and
- Operational Management Plan incorporating Car Park Management Plan.

## Appendix A

### Origin Wards for Bus Based Trips to Marfleet Ward

Origin of bus based trips to Marfleet ward from Census Journey to work data

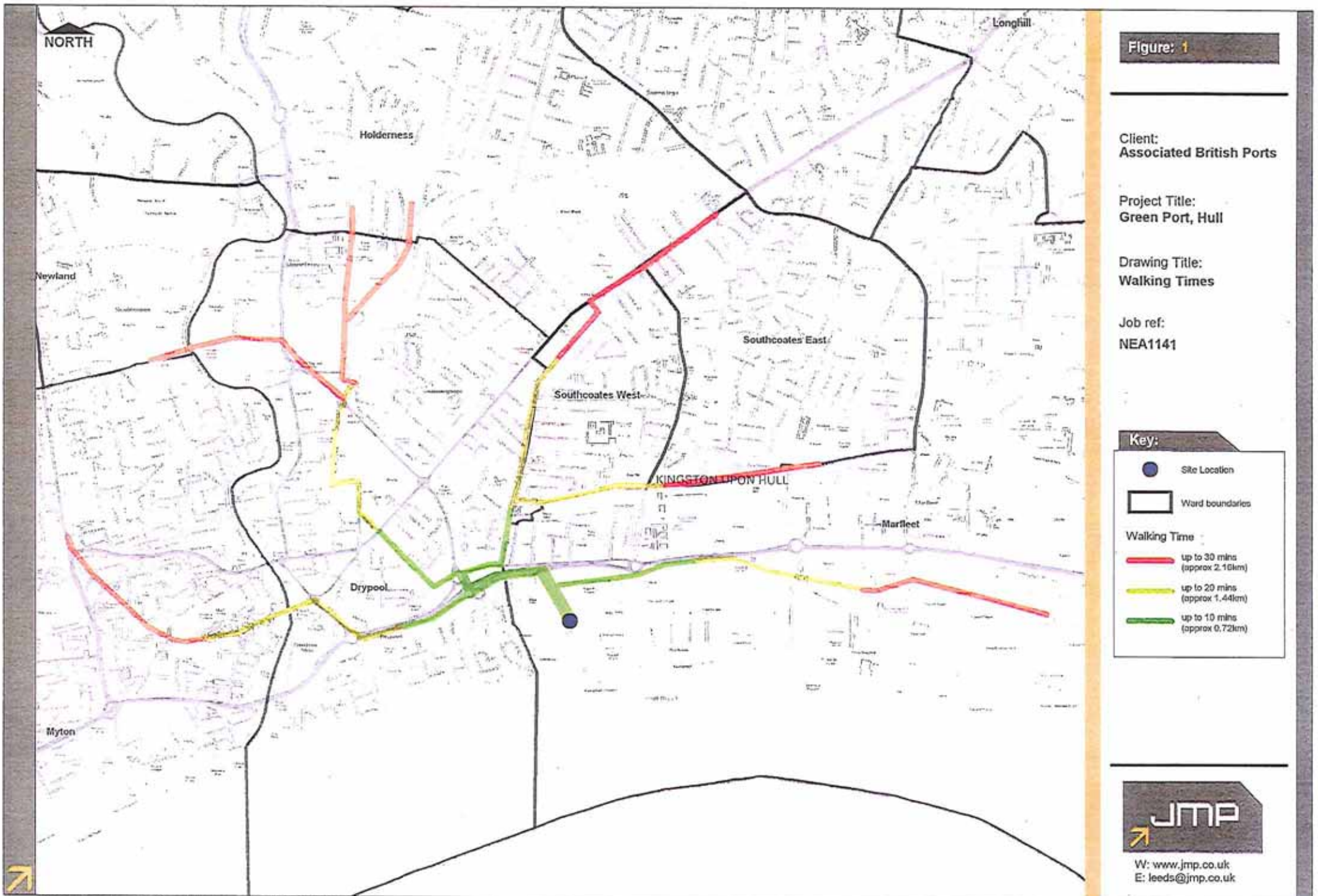
District	Ward	Percentage	Direction
Derbyshire Dales	Wirksworth	1%	West
East Lindsey	Holton le Clay	1%	West
East Riding of Yorkshire	Beverley Rural	1%	West
	Cottingham North	1%	West
	Cottingham South	1%	West
	Hessle	2%	West
	Mid Holderness	1%	East
	Minster and Woodmansey	1%	West
	South East Holderness	6%	East
	South Hunsley	1%	West
	South West Holderness	7%	East
	St Mary's	2%	West
	Tranby	1%	West
Kingston upon Hull City of	Avenue	4%	West
	Beverley	1%	West
	Boothferry	1%	West
	Bransholme East	6%	West
	Bransholme West	1%	West
	Bricknell	3%	West
	Derringham	1%	West
	Drypool	5%	West
	Holderness	3%	North
	Ings	2%	North
	Longhill	4%	East
	Marfleet	10%	East
	Myton	7%	West
	Newington	4%	West
	Newland	2%	West
	Orchard Park and Greenwood	4%	West
	Pickering	3%	West
	Southcoates East	7%	North
	Southcoates West	6%	North
	St Andrew's	1%	West
Sutton	1%	West	
University	1%	West	
North Lincolnshire	Barton	1%	West
	Kingsway with Lincoln Gardens	1%	West
Total		100%	

North	17%
East	28%
West	54%
Total	100%



## Appendix B

### Walking and Cycling Travel Times from Site



**Figure: 1**

**Client:**  
Associated British Ports

**Project Title:**  
Green Port, Hull

**Drawing Title:**  
Walking Times

**Job ref:**  
NEA1141

**Key:**

-  Site Location
-  Ward boundaries

**Walking Time**

-  up to 30 mins (approx 2.16km)
-  up to 20 mins (approx 1.44km)
-  up to 10 mins (approx 0.72km)



W: [www.jmp.co.uk](http://www.jmp.co.uk)  
E: [leeds@jmp.co.uk](mailto:leeds@jmp.co.uk)



NORTH

Figure: 2

Client:  
Associated British Ports

Project Title:  
Green Port, Hull

Drawing Title:  
Cycling Times

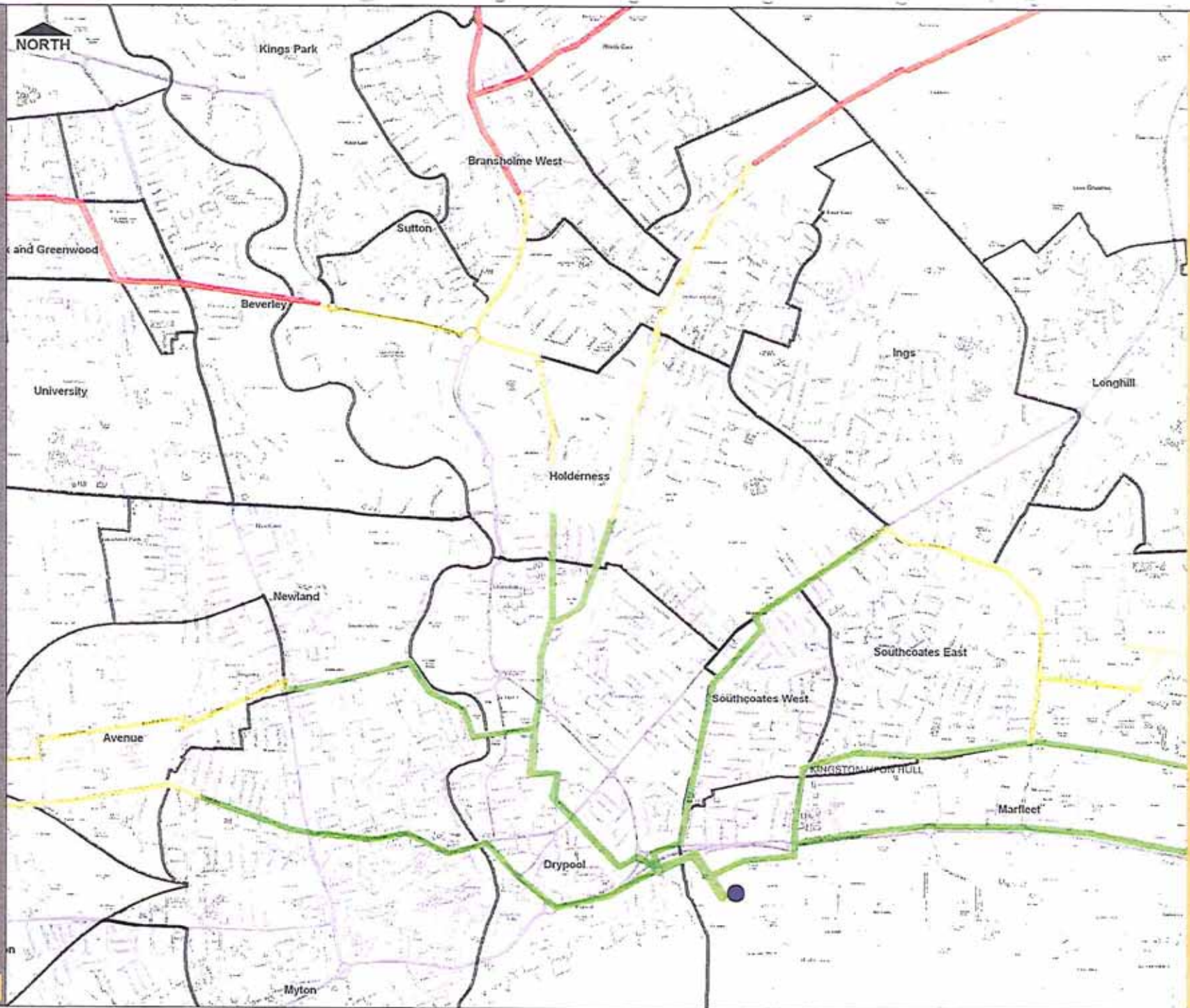
Job ref:  
NEA1141

**Key:**

-  Site Location
-  Ward boundaries

**Cycling Time**

-  up to 30 mins (approx 8km)
-  up to 20 mins (approx 5.3km)
-  up to 10 mins (approx 2.7km)



W: [www.jmp.co.uk](http://www.jmp.co.uk)  
E: [leeds@jmp.co.uk](mailto:leeds@jmp.co.uk)

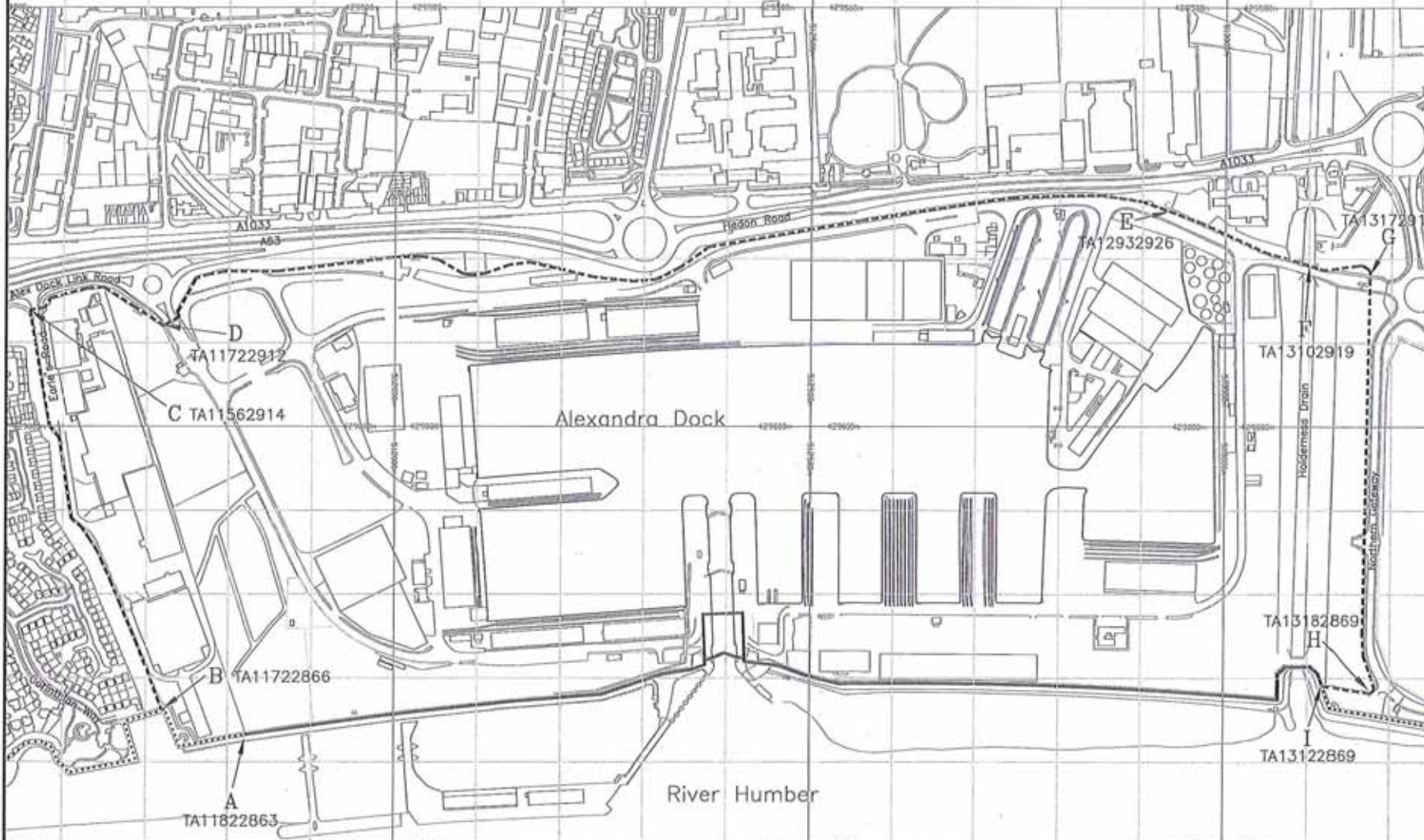
Appendix C

Proposed Diversion to Public Right of Way





# ALEXANDRA DOCK – PUBLIC RIGHT OF WAY No. 22



## Legend

.....  
= Existing Public Right of Way (Number 22)

—————  
= Public Right of Way (Number 22) to be stopped up

- - - - -  
= Public Right of Way (Number 22) diversion

F	Drainage	14/03/11	PSB
E	Drainage	14/03/11	PSB
D	Drainage	14/03/11	S. Smith
C	Drainage	14/03/11	S. Smith
B	Drainage	02/03/11	S. Smith
A	Drainage	14/03/11	S. Smith
Rev.	Description	Date	Drawn

**ABP ASSOCIATED BRITISH PORTS**  
Humber Engineering Department

**ALEXANDRA DOCK  
PUBLIC RIGHT OF WAY  
NUMBER 22  
DIVERSION PLAN**

Location Port of Hull	
Drawn S. Smith	Date Feb 2011
Approved Project Manager	Scale 1:2500 @ A1
Commissioned Ref. 11/DEC/033F	
Original Drawing No.	Revision
	DRAWING 1

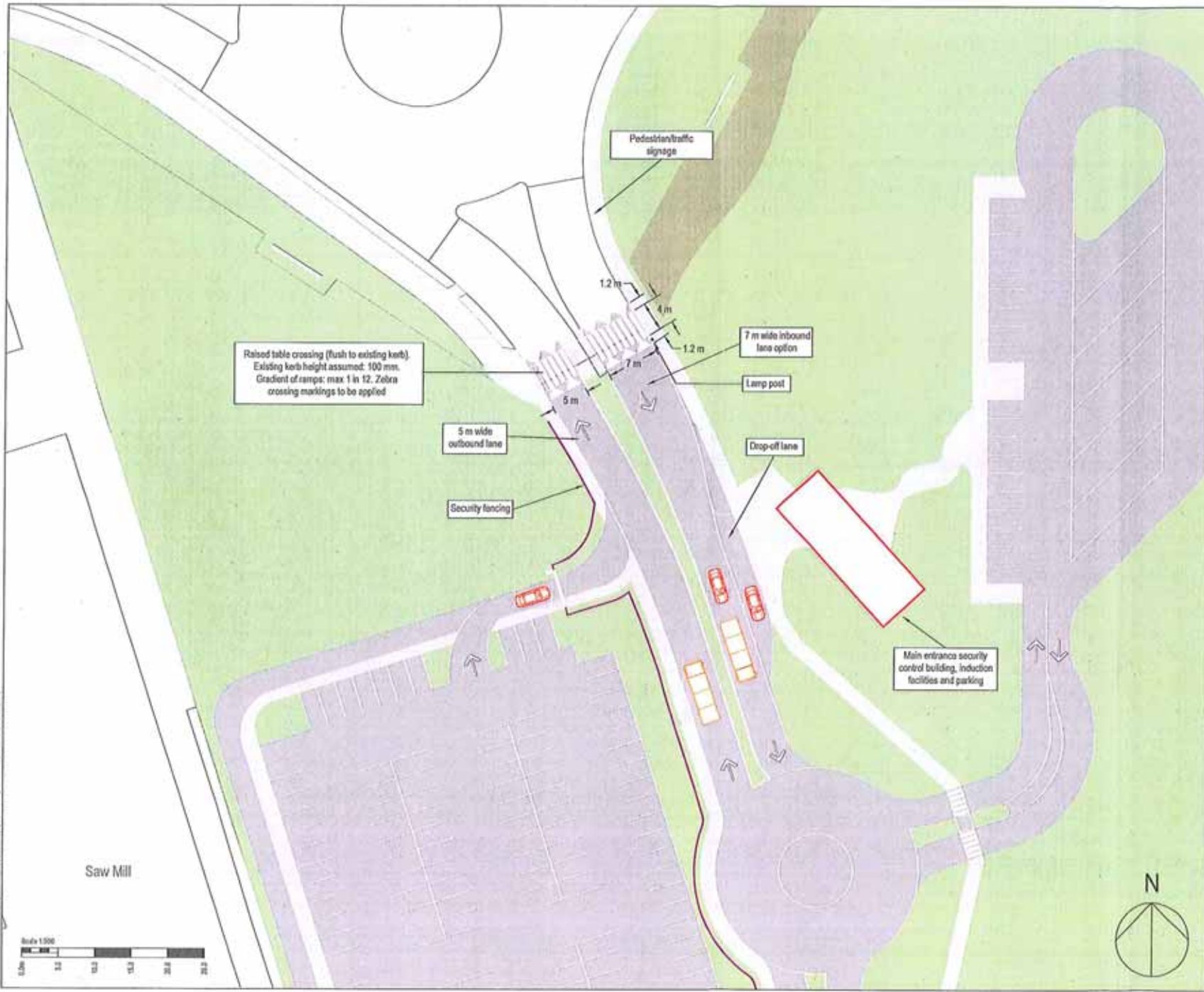
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Appendix D

Western Site Access Plan

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- Key**
- Buildings
  - Roads
  - Landscaping



Revision Details	By	Drawn	Date	Scale
------------------	----	-------	------	-------

Job Title  
**Green Port Hull**

Drawing Title  
**Western access arrangements**

Scale  
**1:500**

Drawn	Check	App	Date
CLH	LM	LM	Sept 2011

Project Number  
**D138322/ES/2.5**

Scott Wilson Ltd  
**WESTONE**  
Leeds  
LS1 1BA  
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Fax (0113) 204 5001



Figure Number  
**Figure 2.5**

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## Appendix E

### Mode Accumulation Calculations







Appendix F

Proposal for Public Transport Improvements to meet needs of  
Site



## File Note

Date	8 June 2011
Job No/ Name	NEA1141
Subject	Public transport for Green Port

### Bus service requirements

JMP, ABP and EYMS have discussed options for bus service provision for staff working at the proposed Green Port facility on Alexander Dock. It was agreed that further consideration will be given to the re-routing of existing services onto the site access road at key shift start and finish times, and providing additional services when the current timetable does not provide an adequate service. It is the intention that the disused bus lay by on the access road to the site will be used for services in both directions, with buses turning at the site access roundabout to rejoin Hedon Road via the dumbbell roundabout.

The following table outlines bus service requirements for each shift start and finish time. Bus services are required approximately 20 minutes before the start of a shift, to allow for the 5 minute walk and a 15 minute security check before their shift. Staff will need a bus service approximately 10 minutes after their shift finish time. Buses in both directions (i.e. towards Paragon Interchange and toward Withersea) will be required.

Shift name	Number of staff	Start time	Bus required at	Finish time	Bus required at
Day 1	165	07:00	06:40	15:30	15:40
Day 2	30	08:00	07:40	16:15	16:25
Core	170	08:30	08:10	16:30	16:40
Evening 1	51	15:15	14:55	23:00	23:10
Evening 2	30	16:00	15:40	00:15	00:25
Night 1	165	22:10	21:50	07:10	07:20
Night 2	30	00:00	23:40	08:15	08:25

It is now envisaged that EYMS advise JMP and ABP of the most viable service to fit with the current services on Hedon Road based upon the current and potential future operational requirements incorporating access to the site.

If possible, it would be preferable for services from both Hedon and Withersea to connect with the site given that Census data shows that 13% of bus users to the Marfleet ward arrive from the wards surrounding these areas.

**EAST YORKSHIRE MOTOR SERVICES LIMITED**

**PUBLIC TRANSPORT FOR GREEN PORT**

**Monday to Friday**

	(77) am	(77) am	(77) pm
Withernsea (Pier Road)	5.35	7.17	8.57
Hollym (Cross Roads)	5.41	7.23	9.03
Patrington (Memorial)	5.46	7.28	9.08
Winstead (Top Corner)	5.50	7.32	9.12
Ottringham (White Horse)	5.54	7.36	9.16
Keyingham (Ship Inn)	5.57	7.39	9.19
Burswick (Main Street)	6.04	7.46	9.26
Thornhumbald (Royal Mail)	6.09	7.51	9.31
Hedon (Cross Roads)	6.16	7.58	9.38
Saltend Lane End	6.20	8.02	9.42
Marfleet Avenue	6.25	8.07	9.47
South Bridge Road (Mast Drive)	6.30	8.12	9.52
Hull Interchange	6.40	8.27	10.02

	(77) am	(74) pm	(74) pm
Hull Interchange	7.20	3.45	4.45
South Bridge Road (Mast Drive)	7.30	3.55	4.55
Marfleet Avenue	7.41	4.00	5.00
Saltend Lane End	7.46	4.05	5.05
Hedon (Cross Roads)	7.50	4.09	5.09
Thornhumbald (Royal Mail)	7.57	4.16	5.16
Burswick (Main Street)	8.02	-	-
Ryohill	-	4.18	5.18
Keyingham (Ship Inn)	8.09	4.22	5.22
Ottringham (White Horse)	8.12	4.25	5.25
Winstead (Top Corner)	8.16	4.29	5.29
Patrington (Memorial)	8.20	4.33	5.33
Hollym (Cross Roads)	8.25	4.38	5.38
Withernsea (Pier Road/Mem. Av)	8.31	4.44	5.44

**Monday to Friday**

	(79) am	(76) am	(76) pm
Hull Interchange	6.35	8.00	9.45
South Bridge Road (Mast Drive)	6.41	8.10	9.51

	(76) am	(74) pm	(74) pm
South Bridge Road (Mast Drive)	7.20	3.57	4.57
Hull Interchange	7.30	4.07	5.07

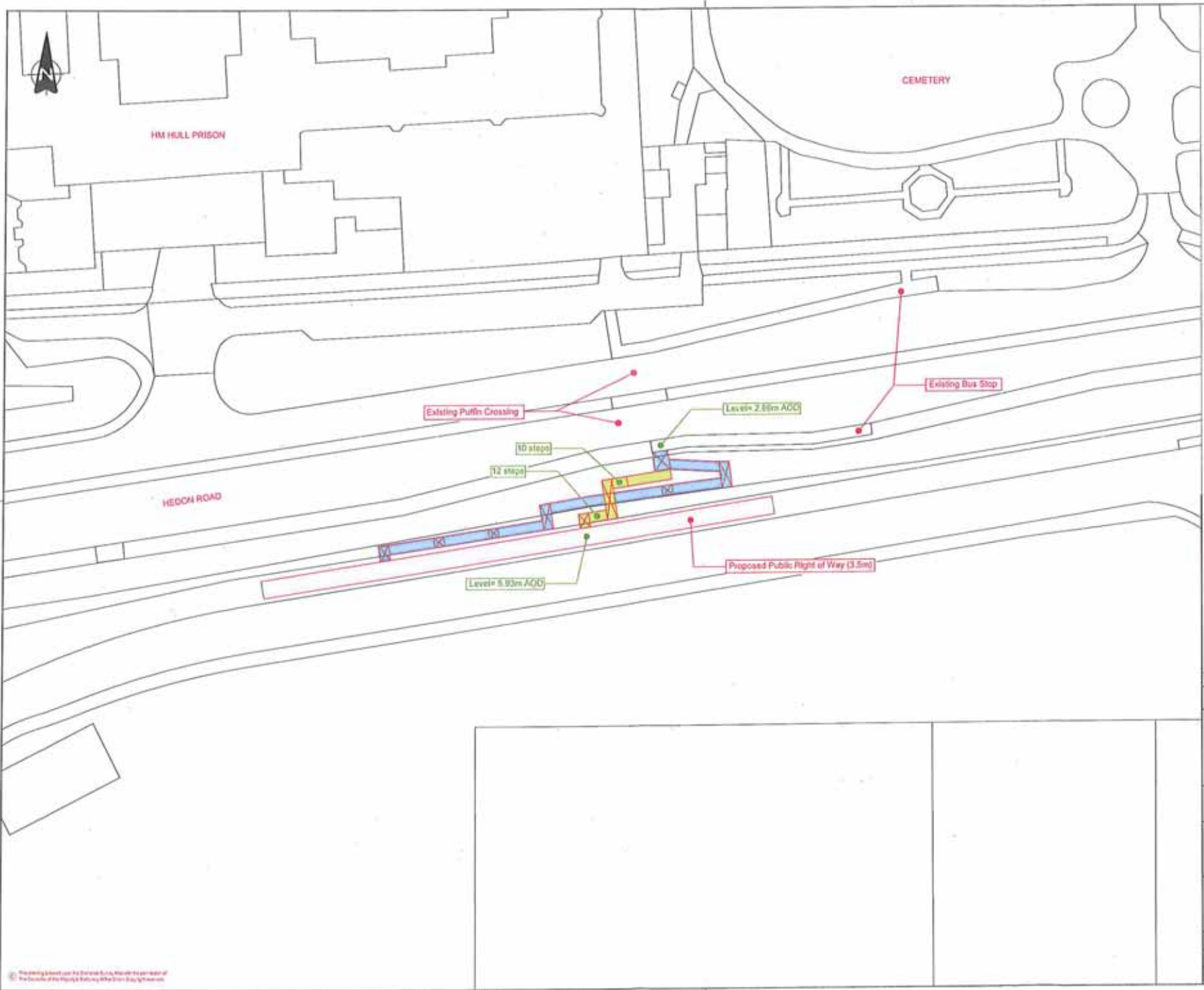
**CODE**

- Existing journeys diverted to serve Mast Drive where applicable
- New additional journeys
- Existing journey but to operate as a service 77 instead of service 75 and serve Mast Drive

## Appendix G

PRoW Improvement Link





HA DDA Compliance.  
 Clear width 2.0m  
 Design as per footbridge ramps:  
 Gradient 1:20  
 Max ramp length to landings 10m  
 Landings 2.0m long  
 Steps:  
 Rise 150mm  
 Tread 300mm  
 Width 2.0m

A 10/5/11 ramps adjusted, steps edited mm

**JMP**  
 James Mackenzie  
 East Parade,  
 107/11  
 LE1 5PS  
 T 0113 248 0347  
 F 0113 242 2752  
 E info@jmp.co.uk  
 W www.jmp.co.uk

ASSOCIATED BRITISH PORTS

GREEN PORT, HULL

PROPOSED FOOT PATH LINK

MW	PC	PC
A2	JUNE 2011	1.50
INFORMATION	NEA1141-P-001	

Preparation based upon the current plans, drawings by permission of the Director of the Hull City Council. All other drawings by permission of the Director of the Hull City Council.

## Appendix H

### Sample Survey Questionnaire



## TRAVEL TO WORK QUESTIONNAIRE

The purpose of this questionnaire is to collect data about how employees at Green Port Hull travel to work so that appropriate measures, which suit the needs of the employees, may be introduced as part of the site Travel Plan.

Please return this questionnaire to 'insert TPC' by 'insert date'

Name \_\_\_\_\_ Full home postcode (required) \_\_\_\_\_

1 a) What time do you start and finish work?

**Start work** \_\_: \_\_ (please use 24 hr clock)  Variable-shift work

**Finish work** \_\_: \_\_ (please use 24 hr clock)  Variable-shift work

b) Do you work off-shore?

Yes  No

2a) Which mode of transport do you use to get to work?

Car (as driver)  Car (as passenger)  Taxi  Motor cycle  
 Walk  Cycle  Bus (please state which service) \_\_\_\_\_  
 Other (please state) \_\_\_\_\_

b) Why do you use this mode? (Please **tick** all that apply)

Convenience  Journey time  No alternative  
 Cost  Flexibility  Car needed to transport children/other family members  
 Other (Please state) \_\_\_\_\_

c) How long does your journey take? \_\_\_\_\_ minutes

d) What incentives would encourage you to car share? (Please **tick** all that apply)

Help finding shares  Greater Security  
 Reserved parking  Free taxi if let down  
 Work pool vehicle  
 Other (Please state) \_\_\_\_\_  
 I would not/am not able to share (please state reason) \_\_\_\_\_  
\_\_\_\_\_

3a) What incentives would make you consider using public transport? (Please **tick all** that apply)

- More direct services
- More information
- Better lighting, shelters and footpaths
- More convenient stops
- More frequent services
- Discounted tickets
- Other (please state) \_\_\_\_\_
- I am not/would not be able to use public transport (please state reason) \_\_\_\_\_

b) What incentives would make you consider cycling? (Please **tick all** that apply)

- Improved cycle paths
- More cycle parking
- Better showers/changing facilities
- Advice/training
- Cycle purchase scheme
- More information
- Bike Buddy scheme
- Other (please state) \_\_\_\_\_
- I am not/would not be able to cycle (please state reason) \_\_\_\_\_

c) What incentives would make you consider walking? (Please **tick all** that apply)

- Improved footpaths
- Walking partner
- Guaranteed lift in emergency
- More information
- Other (please state) \_\_\_\_\_
- I am not/would not be able to walk (please state reason) \_\_\_\_\_

d) Overall, where would you like to see improvements? (Please **tick all** that apply)

- Cycling facilities
- Bus facilities
- Car sharing initiatives
- Pedestrian access
- More flexible working hours/arrangements
- Other (please state) \_\_\_\_\_

If you have any further comments about your journey to work, please let us know here:

**THANK YOU FOR TAKING THE TIME TO COMPLETE THIS QUESTIONNAIRE**

## Appendix I

### Trip Generation Under Shift Patterns Included in TA Addendum



**Schedule 2**  
**ABP's Covenants**

**ABP covenants and undertakes with the Council as follows -**

**1. Roosting Platform**

- 1.1 To use reasonable endeavours to obtain all necessary consents to enable it to provide the Roosting Platform (as defined in paragraph 4.1 of this Schedule) by the later of:
- (a) the commencement of piling works permitted by the HRO as varied under s 73 of the 1990 Act by the Applications; or
  - (b) 1 October 2012, being the commencement of the winter bird season in 2012
- and thereafter to construct, retain and maintain the Roosting Platform.
- 1.2 Not to Commence the GPH Development unless and until the Roosting Monitoring Schedule (as defined in paragraph 4.3 of this Schedule) has been agreed with Natural England.
- 1.3 If it is not possible to obtain all necessary consents to be able to provide the Roosting Platform in accordance with paragraph 1.1 above, to identify and provide to the satisfaction of the Council and Natural England an alternative solution for winter bird roosting and in the interim to provide the Temporary Winter Season Roosting Site (as defined in paragraph 4.2 of this Schedule) in accordance with paragraph 2 of this Schedule.

**2. Temporary Winter Season Roosting Site**

- 2.1 Subject to paragraph 1 of this Schedule, to provide to the satisfaction of Natural England the Temporary Winter Season Roosting Site (as defined in paragraph 4.2 below) between 1 October and 31 March each year to be made available if required by Natural England, by the later of:
- (a) the commencement of piling works permitted by the HRO as varied under section 73 of the 1990 Act by the Applications; or
  - (b) 1 October 2012, being the commencement of the winter bird season in 2012
- and to continue to provide the Temporary Winter Season Roosting Site until the Roosting Platform has been provided or such other alternative solutions for winter bird roosting are agreed with the Council and Natural England in accordance with paragraph 1.3 above.

**3. Percussive Piling**

- 3.1 Not to commence Percussive Piling works for the GPH Development until it has provided either the Roosting Platform or the Temporary Winter Season Roosting Site, as appropriate.
- 3.2 Not to carry out Percussive Piling of Marine Piles in connection with the HRBT Development at the same time as Percussive Piling of Marine Piles is carried out for the construction of the GPH Development.
- 3.3 In this paragraph 3 the following words shall have the following meanings:
- (a) The "HRBT Development" means the proposed Hull Riverside Bulk Terminal in the Port of Hull the application for which was submitted to the Marine Management Organisation on 19 February 2010;
  - (b) "Marine Piles" means a pile which during construction shall be in free water;

- (c) "Percussive Piling" means the driving of Marine Piles by percussive means but does not include the handling, placing and vibro-driving of piles.

**4. Roosting Platform, Temporary Winter Season Roosting Site and Monitoring Schedule**

- 4.1 "Roosting Platform" means a new roosting platform to be constructed on the south bank of the Humber near Goxhill Haven in accordance with application registration number MLA/2012/00145 made to the Marine Management Organisation on 29 March 2012.
- 4.2 "Temporary Winter Season Roosting Site" means a temporary roosting site to be constructed at a site to be approved (such approval not to be unreasonably withheld) by the Council in consultation with Natural England.
- 4.3 The "Roosting Monitoring Schedule" means a programme for monitoring the success of the Roosting Platform and the Temporary Winter Season Roosting Site (if appropriate) for a period of 10 years from completion of the Roosting Platform.

**5. Compensation**

- 5.1 To provide compensation for the GPH Development in accordance with the Conservation of Habitats and Species Regulations 2010 by:
- (a) observing and implementing the terms of and accepting the obligations imposed by the Compensation Agreement, in so far as they are applicable to the Quay 2005 Development and extending in recognition of the GPH Development the "formal review period" as specified in clause 6.1 of the Compensation Agreement by a further 5 years, being a total of 15 years from the completion of the construction of Chowder Ness; and
- (b) entering into the Habitats Management Agreement prior to the Commencement of the GPH Development in relation to land in the ownership of ABP situated at Alkborough Flats, North Lincolnshire which is being provided by ABP as compensation for the GPH Development.

**6. Noise Mitigation**

- 6.1 Subject to paragraph 6.3 to:
- (a) provide each Occupier within 6 (six) months of the issue of the Permissions with detailed information in writing explaining the Scheme; and
- (b) allow each Occupier up to 2 (two) years after the Commencement of Operations to accept ABP's offer to implement the Scheme.
- 6.2 On receipt of written acceptance by the Occupier of ABP's offer to implement the Scheme:
- (a) to instruct a properly qualified contractor to carry out the Works in a reasonable and workmanlike fashion; and
- (b) on receipt of certification by the contractor that the Works have been satisfactorily carried out to pay the contractor in full.
- 6.3 ABP's offer to implement the Scheme is subject to ABP being satisfied that there is no structural impediment to the Works being undertaken.
- 6.4 If for any reason ABP refuses to implement the Scheme following acceptance by an Occupier, ABP will provide full written reasons for that refusal and will provide the Occupier the right to appeal to ABP against the refusal.
- 6.5 In this paragraph, the following words shall have the following meanings:
- (a) the "Houses" means those houses identified in green on Plan No.3. and "House" shall be construed accordingly;

- (b) the "Occupier" means the owner of a House or an occupier of a House with the legal right to consent to the Works being undertaken at a House;
- (c) the "Scheme" means a scheme for the Works to be carried out to the bedrooms of the Houses to a maximum of £1,500 per House (inclusive of materials and labour but exclusive of VAT), with priority being given to those bedrooms facing the GPH Development;
- (d) The "Works" means the replacement of existing non-acoustic air bricks in the bedrooms of the Houses with acoustic air bricks and up to two passive acoustically treated ventilation units or a single combined passive and mechanical ventilator, the ventilation systems being in accordance with Part F1 of the Building Regulations and in compliance with the Noise Insulations Regulations 1975.

## 7. Chowder Ness Monitoring and Management

- 7.1 Prior to the Commencement Date and following consultation with the Environment Agency to submit and agree with the Council (the Council acting reasonably), a six year Monitoring and Management Schedule for Chowder Ness and thereafter to implement the Schedule in accordance with a timetable set out in the Schedule, and to provide reports on an annual basis to the Council and the Environment Agency, the final report being provided within 6 (six) weeks of the sixth anniversary of the commencement of monitoring.
- 7.2 In paragraph 7.1:
- (a) The "Monitoring and Management Schedule" shall mean a programme for the monitoring of juvenile fish, their related habitat and WFD Parameters at Chowder Ness, in the context of compliance by the Humber Middle Water Body with WFD Objectives;
  - (b) The Monitoring and Management Schedule shall:
    - (i) Include an evaluation of the contribution that Chowder Ness is making to the overall ecological potential of the Humber Middle Water Body as assessed by the biological elements, supporting elements, supporting conditions and ecological potential assessment as set out in Annex B of the Humber River Basin Management Plan;
    - (ii) Be undertaken in such a manner so as to ensure, as far as is reasonably practicable, that Chowder Ness does not contribute towards a deterioration, should such arise, within the Humber Middle Water Body status (including deterioration within existing status class) of the WFD Parameters;
  - (c) ABP shall not be in breach of any of its obligations in relation to the management and monitoring of Chowder Ness nor liable for any delay in performing or failure to perform any of its obligations in this respect which contributes or is likely to contribute towards an overall failure of Chowder Ness to assist the Humber Middle Water Body to achieve its WFD Parameters if such delay or failure results from events, circumstances or causes beyond its reasonable control.
  - (d) "Chowder Ness" means the area of land owned by ABP and shown edged red on Plan 5 and identified in the Compensation Agreement.
- 7.3 If the final report identifies no deterioration in the Humber Middle Water Body status (including deterioration within the existing status class) which is directly attributable to Chowder Ness implementation of the Monitoring and Management Schedule shall cease.
- 7.4 If the final report identifies a deterioration in the Humber Middle Water Body status (including deterioration within the existing status class) which is directly attributable to Chowder Ness the following will be required:
- (a) ABP shall submit to the Council for approval (in consultation with the Environment Agency) a Remedial Action Plan, setting out the works which it will undertake to ensure WFD objectives are met within 6 (six) weeks of the said final report for their approval such approval not to be unreasonably withheld and the actions set out in the approved Remedial Action Plan shall thereafter be undertaken as soon as

reasonably practical; and

- (b) The steps set out in the approved Monitoring and Management Schedule shall be continued for a period to be agreed as part of the Remedial Action Plan commencing from the date that such actions are carried out with reports provided on an annual basis to the Council and the Environment Agency, the final report being provided within 6 (six) weeks of the agreed anniversary of the submission of the Remedial Action Plan.

7.5 In this section:

- (a) "Humber River Basin Management Plan" means the Plan drawn up in accordance with the WFD;
- (b) "Humber Middle Water Body" means that area so defined in the Humber River Basin Management Plan;
- (c) "WFD Objectives" means those objectives set out in article 1 of the WFD insofar as they apply to the Humber Middle Water Body;
- (d) "WFD Parameters" means:
  - (i) Those "biological elements" and "ecological potential elements" as defined in the Humber River Basin Management Plan for the Humber Middle and Humber Lower Water Bodies (GB53040269201 and GB530402609202), to include, but not limited to: macro algae, angiosperms, macrophytes, benthic/macro invertebrates, fish;
  - (ii) Those biological and ecological elements defined as "Water-dependent habitats or species for which the Protected Area was designated" as defined in Annex D of the Humber River Basin Management Plan.

## 8. Multi-Species Fish Pass

8.1 To construct and bring into operation, within one year of the Commencement of Percussive Piling of Marine Piles at the GPH Development, the Multi-Species Fish Pass.

8.2 To retain and maintain the Multi-Species Fish Pass in good working order.

8.3 In this paragraph 8 the following words shall have the following meanings:

- (a) "Multi-Species Fish Pass" means a mechanism for allowing two-way fish passage to be constructed within the ABP dam located between the southern arm of Alexandra Dock and the riverhead of the River Freshney in the Port of Grimsby as identified on Plan 6;
- (b) "Marine Piles" means a pile which during construction shall be in free water;
- (c) "Percussive Piling" means the driving of Marine Piles by percussive means but does not include the handling, placing and vibro-driving of piles.

## 9. Hedon Haven

9.1 Prior to the Commencement of Operations to undertake the Hedon Haven Works.

9.2 Prior to the commencement of the Hedon Haven Works and following consultation with the Environment Agency, to submit for the Council's approval in writing the Hedon Haven Works Plan which shall include the Monitoring Schedule.

9.3 In paragraphs 9.1 and 9.2, the following words shall have the following meanings:

- (a) "Hedon Haven" means the area of land owned by ABP on the north bank of the Humber Estuary located at approximate map reference NGR TA166.273 and shown edged red on Plan 4;



- (b) The "Hedon Haven Works" means the works to be carried out by ABP at Hedon Haven to be identified in the Hedon Haven Works Plan and which shall include works to:
  - (i) deepen and enlarge the existing main drains, drainage channels and creeks, including the dredging of new creeks; and
  - (ii) restore and connect two existing ponds to the creek network;
- (c) the "Hedon Haven Works Plan" means a programme of works to be undertaken at Hedon Haven;
- (d) The "Monitoring Schedule" shall mean a three year programme for the monitoring of juvenile fish and their related habitat at Hedon Haven to be agreed with the Environment Agency.

**10. Flood Defence**

- 10.1 Prior to the Commencement Date to enter into an agreement with the Environment Agency under and pursuant to section 41 of the Yorkshire Water Authority Act 1986, a draft of which is attached at Schedule 5, dealing with the construction, operation and maintenance of permanent and moveable flood defence walls at the GPH Development.

**11. Travel Plan**

- 11.1 To implement and comply in full with the Travel Plan.

**Schedule 3**  
**The Compensation Agreement**

Dated 30 June 2003

- |   |     |
|---|-----|
| Associated British Ports                  | (1) |
| English Nature                            | (2) |
| The Environment Agency                    | (3) |
| Royal Society for the Protection of Birds | (4) |
| Lincolnshire Wildlife Trust               | (5) |
| and                                       |     |
| Yorkshire Wildlife Trust Limited          | (6) |

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Compensation Agreement for  
Immingham Outer Harbour and Hull Quay  
2005

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^NORTON ROSE

1 THIS AGREEMENT is made the 30<sup>th</sup> day of June 2003 between:

- (1) ASSOCIATED BRITISH PORTS of 150 Holborn London EC1N 2LR ("ABP")
- (2) ENGLISH NATURE of Northminster House, Peterborough, Cambs, PE1 1UA ("English Nature")
- (3) ENVIRONMENT AGENCY of Kingfisher House, Goldhay Way, Orton Goldhay, Cambs, PE2 5ZR (the "Agency")
- (4) ROYAL SOCIETY FOR THE PROTECTION OF BIRDS of The Lodge, Sandy, Bedfordshire, SG19 2DL ("RSPB")
- (5) LINCOLNSHIRE WILDLIFE TRUST of Banovallum House, Manor House Street, Horncastle, Lincolnshire, LN9 5HF ("LWT")
- (6) YORKSHIRE WILDLIFE TRUST LIMITED of No. 10 Toft Green, York, YO1 6JT ("YWT")

## 2 Recitals

- 2.1 This Agreement underlines ABP's wish as port operator to play a full part in the long term sustainable management of the Humber Estuary and in particular the Humber Estuary European Sites.
- 2.2 ABP are seeking consent and authorisations under two Harbour Revision Orders ("HRO") made pursuant to Section 14 of the Harbours Act 1964 for
  - (a) the Outer Harbour; and
  - (b) Quay 2005
- 2.3 In considering the impact of the proposed construction of the Outer Harbour and Quay 2005 respectively ABP have carried out Appropriate Assessments in accordance with Regulation 48 of the Habitats Regulations and have concluded that:
  - (a) the effects of the Harbour Development Works are as identified in ABP's Appropriate Assessments as summarised in Schedule 1 of the Agreement and in particular will lead to an overall loss of 31ha of mudflat used by some 800 feeding and 300 roosting water birds.
  - (b) the Outer Harbour is likely to have an Adverse Effect on the integrity of the combined Phase 1 and Phase 2 Humber Estuary SPA and Ramsar Sites and on the Possible Special Area of Conservation; and
  - (c) taking into account the mitigation proposed by ABP Quay 2005 will not have an Adverse Effect;
- 2.4 In compliance with the Habitats Regulations ABP have identified the following Habitats Schemes as appropriate compensation and/or mitigation for the Harbour Development Works, namely:
  - (a) In respect of the Outer Harbour:
    - (i) a managed realignment scheme at Welwick Sunk Island in the outer Humber Estuary designed to create around 45 hectares of intertidal habitat as described in Schedule 2;

- (ii) a managed realignment scheme at Chowder Ness in the inner Humber Estuary designed to create around 11 hectares of new intertidal habitat - 6 hectares of which shall be deemed to constitute mitigation for Quay 2005 as described in Schedule 3; and
- (iii) a habitat enhancement scheme of around 3 ha of inter-tidal mudflat at Doig's Creek, Pyewipe as described in Schedule 4;

all of which is designed to include in aggregate not less than 31 hectares of intertidal mudflat.

(b) In respect of Quay 2005:

- (iv) the creation of replacement roosting areas at Quay 2005 and Queen Elizabeth Dock Extension as described in Schedule 5; together with
- (v) the said 6 hectares at Chowder Ness referred to in clause 2.4(a) (ii) above;

2.5 Subject to clause 6.1 and the terms of this Agreement generally, as at the date of this Agreement, acceptable aggregate objectives to be taken as one of the measures of quality in assessing the effectiveness of the successful implementation and delivery of the Habitats Schemes include-

- (a) The creation of intertidal habitats with the ability to provide feeding habitat for in excess of 800 (peak mean over five years) feeding water birds with typical species in the following relative proportions: 60% dunlin; 20% black-tailed godwit; 10% redshank and 10% other bird species delivered through the creation of inter-tidal habitats at Welwick and Chowder Ness and enhancement of inter-tidal habitat at Doig's Creek;
- (b) Replacement roosting structures to support in excess of 300 (peak mean over five years) roosting water birds with typical species of dunlin; redshank and ringed plover delivered through artificial roosting structures adjacent to Quay 2005 and Queen Elizabeth Dock

2.6 English Nature, the Agency, RSPB, LWT and YWT are satisfied and hereby acknowledge that the delivery of the Habitats Schemes if successfully implemented in accordance with the environmental objectives set out in clauses 2.4 and 2.5 above will meet their concerns in relation to the requirements of the Habitats Regulations in terms of compensation for the Outer Harbour and mitigation for Quay 2005 as set out in the Appropriate Assessments prepared for the Harbour Development Works.

2.7 To the extent that this agreement is made between ABP and English Nature, it shall be construed as a management agreement pursuant to Regulation 16 of the Habitats Regulations.

### 3 Definitions

"Adverse Effect" shall mean Adverse Effect within the terms of Regulation 48 of the Habitats Regulations.

"Appropriate Assessment" shall mean an Appropriate Assessment carried out for the purposes of Regulation 48 of the Habitat Regulations.

"Environmental Statements" shall mean as appropriate -

- (a) the Outer Harbour Environmental Statement dated August 2001 and/or
- (b) the Quay 2005 Environmental Statement dated September 2000 and/or
- (c) the Reclamation East of Queen Elizabeth Dock Environmental Statement dated November 1995

"ESC" shall mean the Environmental Steering Committee referred to in clause 5.3 of this Agreement, the membership of which shall comprise ABP's Project Environmental Managers and representatives of the Agency, English Nature, the DfT, CEFAS, the relevant local authorities, RSPB, the YWT and the LWT.

"Habitats Regulations" shall mean the Conservation (Natural Habitats etc) Regulations 1994.

"Habitats Schemes" shall mean all of those schemes separately identified in clause 2.4 of this Agreement.

"Harbour Development Works" shall mean ABP's proposals for the Outer Harbour and Quay 2005.

"Humber Estuary European Sites" shall mean those sites identified in the Immingham Outer Harbour Environmental Statement.

"Implementation Plan" shall mean the Implementation Plan attached in Schedule 6 to this Agreement as may be amended from time to time with the agreement of the ESC, save that no amendment shall be made which will impact upon the Agency's Flood Defence function other than with the Agency's specific agreement.

"Monitoring Plan" shall mean the Monitoring Plan attached as Schedule 7 to this Agreement as may be amended from time to time with the agreement of the ESC.

"Outer Harbour" means ABP's proposals to construct a five berth roll on-roll off terminal at the Port of Immingham.

"Phase 1 and Phase 2 Humber Estuary SPA and Ramsar Sites" shall mean those sites identified in the Immingham Outer Harbour Environmental Statement.

"Possible Special Area of Conservation" shall mean that site identified in the Immingham Outer Harbour Environmental Statement.

"Quay 2005 shall mean ABP's proposals to construct riverside berthing at the Port of Hull.

"Queen Elizabeth Dock Extension" shall mean that area identified in the Reclamation East of Queen Elizabeth Dock Environmental Statement.

#### 4 Effect

4.1 This Agreement becomes binding upon ABP in respect of:

- (a) those elements of the Habitats Schemes detailed in clause 2.4(i), (ii) and (iii) upon the issue of the HRO for the Outer Harbour in terms satisfactory to ABP and the decision of ABP to implement the Outer Harbour HRO; and
- (b) those elements of the Habitats Schemes detailed in clause 2.4(iv) and (v) upon the issue of the HRO for Quay 2005 in terms satisfactory to ABP and the decision of ABP to implement the Quay 2005 HRO.

4.2 For the avoidance of doubt, this Agreement is not to be construed as prohibiting or limiting ABP's rights to develop the Ports of Immingham and/or Hull pursuant to later consents issued or secured after the date of this Agreement.

4.3 If for any reason a public inquiry is convened to consider ABP's proposals for the Outer Harbour and any of the signatories to this Agreement make representations which are considered by ABP to be contrary to the terms or spirit of this Agreement, then it is accepted by all signatories that

- (a) this Agreement shall not act as a fetter or restriction on the giving of representations at the inquiry by any or all of the parties to this Agreement; and
- (b) this Agreement shall cease to have effect insofar as it relates to the Outer Harbour and those elements of the Habitats Schemes detailed in clause 2.4(i), (ii) and (iii).

4.4 Should for any reason

- (a) an HRO not be issued for the Outer Harbour and/or Quay 2005; or
- (b) an HRO be issued for the Outer Harbour and/or Quay 2005 but not in terms satisfactory to ABP; or
- (c) following issue ABP decide not to implement either or both HROs

then ABP will send written notification to each of the parties to this Agreement informing them that ABP does not intend to implement the Outer Harbour HRO and/or the Quay 2005 HRO whereupon this Agreement shall be of no effect insofar as it relates to the Outer Harbour and those elements of the Habitats Schemes detailed in clause 2.4(i), (ii) and (iii) and/or Quay 2005 and those elements of the Habitats Schemes detailed in clause 2.4(iv) and (v) as the case may be.

**5 ABP hereby covenants:**

5.1 Not to commence the development of the Outer Harbour or Quay 2005 until

- (a) it has sufficient proprietary interest in the relevant land required for either the Outer Harbour or Quay 2005 Habitats Schemes as appropriate to enable it to carry out the works described in the Implementation Plan; and
- (b) any consents which are required for the implementation of the relevant Habitats Schemes have been issued with the exception of the consents required for Chowder Ness which shall be secured by ABP as soon as reasonably practicable.

5.2 To deliver subject to Appropriate Assessment the relevant Habitats Schemes in accordance with the Implementation Plan and the conditions of this Agreement;

5.3 To establish the ESC as soon as may be practicable after execution of this Agreement the terms of reference of which if appropriate shall include:

- (a) the review and approval of the monitoring requirements for the Harbour Development Works and Habitats Schemes to be set out in the Monitoring Plan as summarised in Schedule 7 hereto;
- (b) the review of any environmental information collected by ABP during the life of the management of the Harbour Development Works and Habitats Schemes;
- (c) the review and approval as appropriate of any changes required in the environmental management of the Harbour Development Works and Habitats Schemes;

5.4 To arrange, as far as practicable, that the ESC meets at least twice a year - the ordinary running expenses of the members as appropriate of the ESC (which shall include travel and attendance at meetings) being borne by the respective parties.

5.5 To make available to the ESC such information as may reasonably assist the ESC to fulfil its objectives as stated in clause 5.3 above provided such information would not be prejudicial to ABP's interests and/or its statutory duties as port operator and subject always to commercial confidentiality.

- 5.6 To monitor the impacts of the Harbour Development Works and the performance of the Habitats Schemes in accordance with the Monitoring Plan which will be based on the elements outlined in Schedule 7.

## 6 Review Procedure

- 6.1 The measure of the performance of the Habitats Schemes and the success or otherwise in meeting their objectives including those in clause 2.5 will be a matter for review by the ESC in accordance with the Monitoring Plan at the formal review periods of 5 and 10 years after completion of the construction of the Habitats Schemes all relevant factors and prevailing conditions (including those beyond the control of ABP) having been taken into account.
- 6.2 If the ESC identifies problems in the performance of the Habitats Schemes, ABP working with the ESC will use all reasonable endeavours to overcome the problems in a way which most accurately reflects the original objectives of the schemes including those set out in clauses 2.4 and 2.5.
- 6.3 The obligations set out under clause 5 of this Agreement will continue in force for a period of ten years, or if at the expiry of that period problems have been identified with the performance of the Habitats Schemes, until such later date as it becomes clear that the said schemes are performing satisfactorily according to the ESC.

## 7 Covenants

- 7.1 In relation to the Outer Harbour: -

(a) English Nature, the Agency, RSPB and the LWT hereby covenant to withdraw their objections to the Outer Harbour HRO within 21 days of the date of this Agreement, such withdrawal to be made in writing to the Secretary of State and copied to ABP

- 7.2 In respect of Quay 2005:-

(a) English Nature, RSPB and the YWT hereby covenant to withdraw their objections to the Quay 2005 HRO within 21 days of the date of this Agreement, such withdrawal to be made in writing to the Secretary of State and copied to ABP

## 8 Generally

- 8.1 Nothing in this Agreement shall be construed as prejudicing English Nature's independent and separate power or obligation to discharge its functions and English Nature shall remain entitled to apply all requirements of the Habitats Regulations any statutory re-enactment thereof and any further legislation that English Nature is now responsible for discharging or that it may become responsible for discharging in the future.
- 8.2 Nothing in this Agreement shall be construed as prejudicing or affecting the exercise of any statutory ~~duties~~ <sup>functions</sup> of the Agency.
- 8.3 Any dispute or difference arising out of or in connection with this Agreement (including without limitation any questions regarding its existence, validity, interpretation, performance or termination) shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration which are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one.

IN WITNESS whereof the parties hereto have executed and delivered the Agreement as a Deed the day and year first above written.



## Schedule 1

### Summary of the effects of the Harbour Development Works

Further to clause 2.3 of this Agreement, a summary of the effects of the proposed construction of the Harbour Development Works are as follows:

#### Immingham Outer Harbour

Direct habitat loss = 22ha inside pSPA

Indirect losses = 5ha estimated

Function lost: mudflat used by feeding water birds in middle estuary

Typical species affected: shelduck, teal, ringed plover, lapwing, black-tailed godwit (126), curlew, redshank, and dunlin.

Total number affected: 603 peak mean (279 average)

Source of information; record of Appropriate Assessment April 2002.

#### Quay 2005

Direct habitat loss = 4ha outside SPA

Function lost: mudflat used by feeding water birds in middle estuary

Typical species: ringed plover, curlew, redshank, and dunlin

Total number affected: Peak in Feb 96 = 334

Peak in Jan 02 = 97

Mean of two peaks = 215

Function lost: loss of high tide roosting structures:

Typical species: dunlin, redshank and ringed plover

Total number affected: Peak in March 1996 = 376

Peak in Sept 2001 = 277

Mean of two peaks = 326

Source of information: Appropriate Assessment September 2002

## Schedule 2 Welwick Managed Realignment Scheme

A managed realignment scheme will be undertaken on around 50ha of agricultural land at Outstray Farm, Sunk Island. The scheme will involve the following elements:

- Removal of existing flood bank and the reconstruction of new flood defences to the rear of the site. The new defences will be constructed with a minimum crest width of 4m and a minimum height of 5.6m above ODN, in line with the Agency guidance and to the Agency's reasonable satisfaction.
- Reprofiling of the site by between 0 to 1m resulting in the relocation of 94,000m<sup>3</sup> of material which will be retained on site and incorporated into the new flood defences.
- Construction of appropriate breaches through the existing saltmarsh fronting the site.
- Re-routing of overhead power cables along the trackway to the east of the site.
- Provision of a footpath along the crest of the new defences to the rear of the site.
- Ploughing of the site prior to inundation to mitigate for any over-consolidation of sediment.

After 10 years, the scheme is predicted to create between 7-37ha of intertidal mudflat, 8-32ha of saltmarsh and 9-15ha of grassland, over a total area of 54ha.

Risks associated with the scheme some of which may be addressed through scheme design are:

- New design never tried before
- Compaction due to movement of heavy equipment may result in poor quality mudflat
- Poor quality saltmarsh due to the presence of rubble at the bank at the foot of the new sea wall

### Schedule 3 Chowder Ness Managed Realignment Scheme

A managed realignment scheme will be undertaken on 13.6ha of agricultural land at Chowder Ness, Barton-on-Humber. The scheme will involve the following elements:

- Removal of existing flood bank and the reconstruction of new flood defences to the rear of the site, where required. The new defences will be constructed with a minimum crest width of 4m and a minimum height of 5.9m above ODN, in line with the Agency guidance and to the Agency's reasonable satisfaction.
- Reprofiting of the site by between 0 to 1m resulting in the relocation of 48,000m<sup>3</sup> of material which will be retained on site and incorporated into the new flood defences.
- Provision of a footpath along the crest of the new defences to the rear of the site.
- Ploughing of the site prior to inundation to mitigate for any over-consolidation of sediment.

After 10 years, the scheme is predicted to create around 10.5ha of intertidal mudflat, 0.8ha of saltmarsh and 2.3ha of grassland.

Risks associated with the scheme some of which may be addressed through scheme design are:

- New design never tried before
- Compaction due to movement of heavy equipment may result in poor quality mudflat
- Disturbance from footpath may reduce potential bird usage of site

## Schedule 4 Doig's Creek Habitat Enhancement Scheme

A habitat enhancement scheme will be undertaken on 4ha of existing intertidal area at Doig's Creek, Pyewipe. The scheme will involve the following elements:

- Closure of Doig's Sluice
- Construction of a new sluice of the face of the existing Grimsby Dock gates

The closure of the existing sluice will permit natural infilling of Doig's Creek with estuary sediment and lead to increases in the abundance and diversity of invertebrate species in the area. After 10 years, the scheme is predicted to enhance between 2-4ha of intertidal mudflat.

## Schedule 5

### Provision of Roosting Areas at Quay 2005 and Queen Elizabeth Dock Extension

An appropriately designed roost site will be installed at the western end of Quay 2005 to accommodate roosting birds displaced by the demolition of the West Wharf pier. The roost site will be separated from operational areas by an acoustic screen.

The Queen Elizabeth Dock Extension will be fronted with rock armour to provide some new long-term roosting habitat. Once these works have been completed, the existing footpath will be managed to minimise disturbance to roosting birds.

A risk associated with the scheme which may be addressed through scheme design is that the design of roosting structures may not attract the species affected by the development.

Compliance with the provisions set out in Section 4 of the Appropriate Assessment which mitigate the potential impacts of construction.

## Schedule 6 Implementation Plan

The implementation plan provides details of the general mitigation measures and sets out the planned sequence of construction and timetables for the Habitats Schemes. Detailed timings will depend on the timings of consent approvals.

### General Mitigation Measures During Construction

- A Code of Practice to be agreed by the ESC will be established for construction workers to ensure that they are aware of the particular sensitivities of the estuarine environment;
- Construction work will be required to adhere to the Agency's Pollution Prevention Guidelines for working on construction sites (PPG6) and other relevant Agency guidelines;
- Construction work will be suspended for any period during which there is a severe weather ban on wildfowling in force on the estuary;

### Welwick Managed Realignment Scheme

It is proposed to construct the scheme over a period of two years in a number of stages. Construction works will be limited to the period April to August to avoid disturbance to over wintering waterfowl.

#### Year 1

- Construction of new sea defences to rear of the site using material from temporary borrow pits or from site reprofiling;
- Reprofiling of site to desired levels
- The front face of the embankment will be seeded with fast growing grass mix to promote stabilisation;
- The rear face of the embankment will be seeded with grass mix, supplemented with mowings from an area of high plant diversity from elsewhere on the North Humber bank;
- Translocation of rare plant species to new embankment from existing embankment.

#### Year 2

- Removal of existing sea defences in stages;
- Removal of fronting saltmarsh to create breaches;
- Ploughing of site to mitigate for any over-consolidation.

### Chowder Ness Managed Realignment Scheme

It is proposed to construct the scheme over a period of two years in a number of stages. Construction works will be limited to the period June to October to avoid disturbance to bittern and minimise disturbance to over-wintering waterfowl.

### Year 1

- Construction of new sea defences to rear of the site using material from temporary borrow pits or from site reprofiling;
- Reprofiling of site to desired levels
- The front face of the embankment will be seeded with fast growing grass mix to promote stabilisation;
- The rear face of the embankment will be seeded with grass mix, supplemented with mowings from an area of high plant diversity typical of the area;

### Year 2

- Removal of existing sea defences in stages;
- Ploughing of site to mitigate for any over-consolidation.

### **Doig's Creek Habitat Enhancement**

Construction of new sluices on the Grimsby dock gates can be completed within 12 months. Thereafter the existing Doig's Sluice can be closed. Sediment will then accrete naturally in Doig's Creek over a period of years until the area reaches an equivalent elevation to adjacent mudflat.

### **Creation of Replacement Roosting Areas at Quay 2005 and Queen Elizabeth Dock Extension**

The rock armour wall for the Queen Elizabeth Dock Extension will be constructed following discussions with English Nature about the after use for this area. The construction of Quay 2005 is anticipated to require around 2 years. The roosting site will be constructed towards the end of this period.

## Schedule 7 Monitoring Plan

The monitoring plan provides details of the generic environmental monitoring that will be undertaken for the Harbour Development Works and Habitats Schemes. Detailed monitoring requirements will be agreed by the ESC.

### Immingham Outer Harbour

- Disturbance to waterfowl adjacent to the development;
- Suspended sediment concentrations in the vicinity of the dredging works;
- Deposition of sediment on intertidal areas in the vicinity of the dredging works;
- Deposition of sediment at and in the vicinity of the sediment placement sites;
- Deposition of sediment on intertidal areas adjacent to the sediment placement sites;
- Changes to intertidal profile upstream and downstream of Immingham Outer Harbour;
- Changes to intertidal invertebrates upstream and downstream of Immingham Outer Harbour;
- Changes in bird usage on intertidal areas adjacent to Immingham Outer Harbour;
- Monitoring of maintenance dredging disposal.

### Quay 2005

- Concentrations of contaminants in the water column in the vicinity of the dredging works;
- Changes to intertidal profile upstream and downstream of Quay 2005;
- Changes in intertidal invertebrates upstream and downstream of Quay 2005;
- Changes in bird usage on intertidal areas upstream and downstream of Quay 2005

### Welwick Managed Realignment Scheme

- Changes in intertidal profile within and in the vicinity of the Scheme;
- Changes in saltmarsh within, fronting and in the vicinity of the Scheme;
- Changes to intertidal invertebrates within, fronting and in the vicinity of the Scheme;
- Changes to waterfowl usage of intertidal areas within, fronting and in the vicinity of the Scheme;
- Changes to waterfowl usage of roosting areas in the vicinity of the Scheme;
- Monitoring of grassland habitats created in the Scheme;
- Monitoring of saline pools created in the Scheme;
- Monitoring of bird usage of grassland habitats created in the Scheme.



**Chowder Ness Managed Realignment Scheme**

- Changes in intertidal profile within and in the vicinity of the Scheme;
- Changes in saltmarsh within, fronting and in the vicinity of the Scheme;
- Changes to intertidal invertebrates within, fronting and in the vicinity of the Scheme;
- Changes to waterfowl usage of intertidal areas within, fronting and in the vicinity of the Scheme;
- Changes to waterfowl usage of roosting areas in the vicinity of the Scheme;
- Monitoring of grassland habitats created in the Scheme;
- Monitoring of bird usage of grassland habitats created in the Scheme.

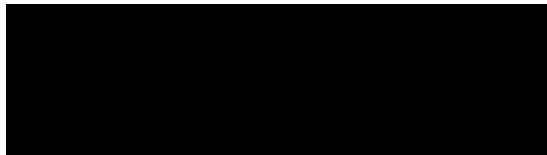
**Doig's Creek Habitat Enhancement Scheme**

- Changes in intertidal profile at the site;
- Changes in intertidal invertebrates at the site;
- Changes in bird usage at the site.

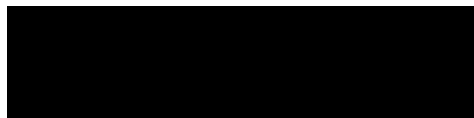
**Provision of Roosting Areas at Quay 2005 and Queen Elizabeth Dock Extension**

- Monitoring of bird usage of roosting areas at Quay 2005 and Queen Elizabeth Dock Extension.

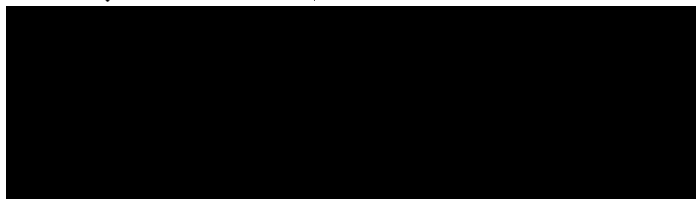
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Associated British Ports by



Executed as a Deed on behalf of  
English Nature by



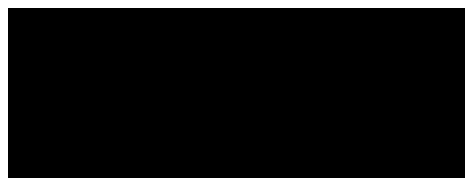
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Environment Agency by



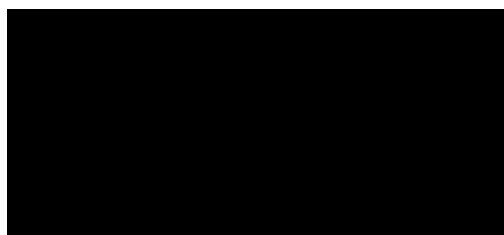
Executed as a Deed on behalf of the  
Royal Society for the Protection of Birds by



Executed as a Deed on behalf of the  
Lincolnshire Wildlife Trust by



Executed as a Deed on behalf of the  
Yorkshire Wildlife Trust Limited by



**Schedule 4**  
**ABP Alkborough Site Management Plan**



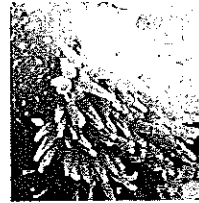
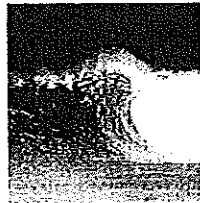
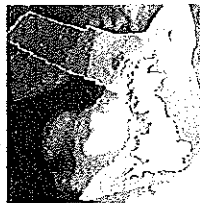
Associated British Ports, Grimsby

## ABP Alkborough Site Management Plan

Report R.1946TN

March 2012

Creating sustainable solutions for the marine environment



Associated British Ports, Grimsby

## ABP Alkborough Site Management Plan

Date: February 2012

Project Ref: R/3985/1

Report No: R.1946TN

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Version	Details of Change	Authorised By	Date
1	Draft	S Rupp-Armstrong	20.02.2012

	Document Authorisation	Signature	Date
Project Manager:	C E Brown		20/2/2012
Quality Manager:	N J Frost		20/2/12
Project Director:	P A Whitehead		20/2/12

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ABPmer is certified by:





## Summary

This document constitutes a site management plan for ABP's 5ha compensation area at Alkborough Flats (North Lincolnshire). The area and its baseline conditions are described, and the proposed site management approach is outlined.



## Abbreviations

ABP	Associated British Ports
ABPmer	ABP Marine Environmental Research Ltd
BAP	Biodiversity Action Plan
EA	Environment Agency
EMMP	Environmental Management and Monitoring Plan
GPH	Green Port Hull
ha	Hectare(s)
HAT	Highest Astronomical Tide
IECS	Institute of Estuarine and Coastal Studies
JNCC	Joint Nature Conservation Committee
km	Kilometre(s)
LIDAR	Light Detection and Ranging
m	Metre(s)
MHWN	Mean High Water Neap
MHWS	Mean High Water Spring
MLWN	Mean Low Water Neap
MLWS	Mean Low Water Spring
NVC	National Vegetation Classification
ODN	Ordnance Datum Newlyn
OS	Ordnance Survey
OSGB	Ordnance Survey Great Britain
Ramsar	The Convention on Wetlands - Ramsar, Iran, 1971
SAC	Special Area of Conservation
SPA	Special Protection Area
SSSI	Site of Special Scientific Interest



# ABP Alkborough Site Management Plan

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## 1. Introduction

Alkborough Flats is a 440ha managed realignment site, located at the confluence of the River Ouse and River Trent in North Lincolnshire (see Figure 1). The site was breached in September 2006 and is one of a series of measures forming part of the Humber flood defence upgrade undertaken by the Environment Agency. Additionally, the site aims to provide compensation for habitat loss due to coastal squeeze. A five-year monitoring programme, examining the physical and biological development of the newly created habitat at Alkborough Flats, began in November 2007. This includes a topographic and sedimentological survey, fish and benthic community analysis and analysis of spatial patterns in the distribution of feeding and roosting birds. The 2009 monitoring report (IECS, 2011) concludes that the flooding and sedimentation regime within the realignment site has resulted in the formation of a mosaic of habitats which is considerably more diverse than that on the natural mudflats outside of the site.

As one of the landowners at Alkborough, in 2006 Associated British Ports (ABP) entered into a formal agreement that allowed the creation of the managed realignment project. The agreement was drawn up in recognition of the realisation that ABP's land at Alkborough would probably never form an acceptable compensatory habitat for port development under the Habitats Regulations because it mainly comprises of higher grassland. It was therefore agreed that ABP could partake in a habitat swap with a more appropriate piece of lower, wetter land in Natural England ownership at Alkborough. This would therefore give ABP a more relevant piece of land to act as a compensatory intertidal habitat. The agreement has a lifespan of 15 years.

In 2011, ABP decided that it would like to draw upon the agreement and improve a small 5ha area of habitat at Alkborough (see Figures 1 and 2) in order to provide compensation for intertidal and subtidal habitat losses which are likely to occur in relation to its proposed Green Port Hull (GPH) development at Alexandra Dock at the Port of Hull. The GPH development will involve the construction of a facility for the manufacture, assembly, testing and shipment of wind turbines for the offshore wind power industry. The marine components of the proposed GPH scheme include an area of reclamation and the capital dredging of berth pockets along with the new quay frontage. It is envisaged that the compensatory area at Alkborough would help to partially compensate for these losses.

This document constitutes a site management plan for ABP's compensation area. First, the area and its baseline conditions are described, before the proposed site management approach is outlined.

## 2. Description of the Compensatory Area

### 2.1 Introduction

The compensatory area was chosen following consultation with the Alkborough Flats site managers, North Lincolnshire Council, as well as some feasibility investigations (including a topographical survey). It was determined that the area has the potential to deliver 5ha of intertidal habitat through the enhancement of an existing component of the site whilst remaining consistent with the overall ecological objectives of the Alkborough scheme.

### 2.2 General Background

The compensation area is located in the south westerly section of the Alkborough Flats site, immediately behind the existing embankment (Figures 1 and 2). A visitor access route runs along this embankment; no public access routes traverse the ABP area. The area already experiences some brackish inundation via an existing ditch network that runs from the breach and transverses the site.

ABP's compensation area falls within the Parish of Alkborough, whose local authority is North Lincolnshire Council. The nearest large town is Scunthorpe, which is approximately 12km to the south. Prior to the managed realignment scheme being implemented, the area was used for arable cultivation and as pasture.

With respect to aspect, Alkborough Flats is exposed to the west and north, including to winds crossing the Humber from the north-east. It does receive some shelter from the Lincolnshire Cliff from south-easterly winds (Henderson, 2004).

The geology of Alkborough Flats is composed largely of deep deposits of clay and silts, laid down in geologically recent times (Henderson, 2004 quoting Van de Noort & Ellis, 1998). The base of the Holocene deposits is known to dip sharply from west to east, being at about -20m Ordnance Datum Newlyn (ODN) at Trent Falls. They include substantial amounts of laminated high-energy deposition, especially close to the present Trent river channel, and also alluvium and laminated clay-silt with fine sand sequences. Only narrow peat horizons (at -3m ODN) are known to be present.

An archaeological survey of the area (quoted by Spoor, 2008) indicated that there would be no artefacts of archaeological interest within the top 5m of the soil profile. Some sandy gravelly clays were identified at depth. A map of 1704 indicates that a fort once stood on Alkborough Flats, possibly at the location of Flatts Farm, during the English Civil War (per Alison Williams, North Lincolnshire Museum). Flatts Farm was demolished prior to the inundation of Alkborough Flats; its former site is some 900m north-east of the ABP area.

## 2.3 Elevation

A dedicated topographical survey was undertaken by ABP in October 2011 in order to:

1. Ground truth Light Detection and Ranging (LiDAR) information for the ABP compensation area; and
2. Collect elevation data for accessible ditches that drain into ABP's compensation area.

### 2.3.1 The ABP compensation area

The survey as well as available LiDAR data (Figure 3) showed that the ABP compensation area is already at a relatively low elevation as compared to the surrounding land. The area essentially constitutes an elongated depression along the edge of a field. Its easterly slope is more gradual than its westerly slope, and elevations range between 3.5 and 2.5mODN. Along its lowest sections, standing water is visible on aerial imagery (Figure 2). The bottom of the depression more generally ranges between 2.8 and 2.9mODN. Based on the aerial imagery, all the areas at or below 2.9mODN are bare ground (i.e. mudflat). This mudflat area measures approximately 1.1ha in total. At 3mODN, a sparse pioneer saltmarsh vegetation cover is becoming established. The ditch which runs along the western edge of the field adjacent to the embankment is fairly wide and deep along its southern half (average depth of *circa* 2.3mODN, average width of *circa* 1.8m wide), and becomes shallower and narrower in its northern section (*circa* 2.7mODN, 1.4m), where vegetation cover around its banks is much denser. It should be noted that the elevation values quoted above are based on the site specific topographical survey undertaken in October 2011 (see Figure 4 for transect results); the elevations observed in the field were found to be significantly different from elevations shown in the available LiDAR data (Figures 3). This difference between is most likely due to dense crop cover at the time of the LiDAR capture, which is a well known error factor. It should furthermore be noted that margin of error generally associated with LiDAR data is  $\pm 20\text{cm}$ .

### 2.3.2 The ditch network

In order to facilitate tidal inundation, a 20m wide breach was cut into the old embankment in 2006; this is located some 2km to the north-east of ABP's compensation area. A broad channel was cut from the breach into the realignment site; this facilitates the distribution of tidal water from the breach to the new intertidal areas. The total length of this distribution channel is approximately 1.6km. It tapers from approximately 20m wide, and was initially envisaged to have a floor level of 2.5mODN (Henderson, 2004). From this distribution channel, the old ditch network facilitates water conveyance into ABP's compensation area. From the end of the distribution channel, water travels some 1.5km to reach the ABP area; this includes six culvert sections. These ditches are shown in Figure 5.

The 1.5km long ditch network that supplies the ABP compensation area with water was surveyed in October 2011 to determine how the elevations relate to those required to support intertidal habitat. Survey photos demonstrating the conditions and restrictions of the network are shown in Figure 6. For example, this shows that sections of the ditch network were found to be dominated by reeds, specifically in the western half of the survey area. The ditches were

found to be deepest along the easterly section, in close proximity to the realignment distribution channel. The distribution channel was surveyed along its southerly end; it was found to be approximately 2.8m wide and deeper than 2.7mODN (the most likely bottom depth being *circa* 2.3mODN - this could not be safely accessed during the survey). The ditch connecting the ABP compensation area with the realignment distribution channel was found to vary in depth and width. On average, its deepest sections are at approximately 2.2mODN, and it is generally at least 1.9m wide. However, there are approximately five sections where it becomes narrower than this, and where vegetation/reed cover is dense. Standing water was regularly noted where culverts/material had been placed across the ditch for access.

## 2.4 Hydrology

Brackish river water enters the Alkborough site from the Humber Estuary through the 20m wide breach. This brackish water constitutes the main source of water within the realignment site. A well is present along the southerly edge of the Alkborough site (some 900m south-east of the ABP area); however, discharges from this well (Kells Well) are currently unknown, and it is known to dry out in drier summers (Spoor, 2008).

The salinity of the water within the ABP compensation area was approximated using a Hanna Conductivity Meter in 15 July 2011. Within the drainage ditches and areas of standing water within the ABP area the salinity was recorded between 10 and 12 which is consistent with the mesohaline definition of this section of the estuary. During the 2008/09 fish monitoring surveys, salinity readings were also taken in the realignment distribution channel; here, salinity was found to range between 0.3 and 7.4 (IECS, 2011).

## 2.5 Nature Conservation and Ecology

### 2.5.1 Nature conservation designations

With respect to nature conservation designations, the intertidal and estuarine areas fronting the Alkborough Flats site are highly designated; they form part of the Humber Estuary Special Area of Conservation (SAC), the Humber Flats, Marshes and Coast Special Protection Area (SPA) and Ramsar Site, and the Humber Estuary Site of Special Scientific Interest (SSSI). The embankment surrounding Alkborough Flats is also designated, including the landward sides, and hence a small area of Alkborough Flats is thus designated. The ABP compensation area adjoins the designated area.

The land currently within the Humber Estuary SSSI has been described as cattle-grazed grassland and upper saltmarsh (the latter to seaward of the embankment), with a mosaic of sward types including *Lolium perenne-Cynosurus cristatus* grassland (National Vegetation Classification community MG6), *Agrostis stolonifera-Alopecurus geniculatus* grassland (MG13) and *Elytrigia repens* salt-marsh community (SM28), with fringing stands of *Bolboschoenus maritimus* swamp (S21) and some *Phragmites australis* swamp (S4), and *Arrhenatherum elatius* grassland (MG1) along the flood bank (Bullen Consultants 2001).

## 2.5.2 On-site habitats

Prior to the breach in 2006, when the Alkborough Flats site was first inundated, the site as a whole mainly constituted arable farmland. These fields were fields separated by ditches or hedges. As previously mentioned, since breaching, a varied mosaic of habitats has established. Habitats present include mudflat, standing water, wet grassland and reedbeds which fulfil the habitat requirements of a wide range of species of fish and birds (IECS, 2011).

Within the ABP compensation area, the former terrestrial vegetation has already been replaced with areas of standing (brackish) water and a mosaic of intertidal features are starting to become established including mudflat, reedbed and saltmarsh (Figures 7 to 10). A clear zonation pattern is apparent which delineates the area which is currently inundated by brackish water, and where sparse saltmarsh vegetation has been taking root, from the areas that are not exposed to this water; here, terrestrial pasture grasses (incl. rye grass) dominate (Figures 11 and 12).

The ABP compensation area is currently not covered by any of the habitat surveys (mudflat and saltmarsh) undertaken as part of the annual Alkborough Flats monitoring programme (overseen by IECS). To obtain baseline information on the area, a detailed (Phase 1) habitat survey will be undertaken in 2012.

On initial inspection, the presence of mudflat at the current elevations is surprising. Mudflat typically develops at elevations between the levels of Mean Low Water Springs (MLWS) and Mean High Water Neaps (MHWN), saltmarsh between MHWN and Mean High Water Springs (MHWS), and upper/transitional saltmarsh between MHWS and one metre above the level of Highest Astronomical Tides (HAT) (HAT+1m). The elevations of these tide levels at the nearest tide gauge (Blacktoft) are displayed in Table 1 below.

Table 1. Summary tidal data for Blacktoft tide gauge

Parameter	Tidal Data	Blacktoft (mODN)
Tidal Level	Mean High Water Springs (MHWS)	4.2
	Mean High Water Neaps (MHWN)	2.5
	Mean Low Water Neaps (MLWN)	-1.1
	Mean Low Water Springs (MLWS)	-1.7
Tidal Range	Spring (MHWS - MLWS)	5.9m
	Neap (MHWN - MLWN)	3.6m

Hence, at Alkborough mudflat would be anticipated up to, and around the level of 2.5mODN, and not up to 3mODN. However, the atypical flooding regime at Alkborough results in mudflats occurring at slightly higher elevations. Alkborough is restricted by a sill at the breach which is at a level of 2.8mODN which has implications in terms of flooding frequency and drainage. In this respect the site does not flood on every high tide which would generally not be conducive to mudflat development. However, it also does not drain as quickly as adjacent intertidal habitats in the estuary and as such this prolonged flooding is conducive to mudflat development. A tidal sluice gate below the level of 2.8mODN aids drainage from the site, or else all the areas below 2.8mODN would be standing water.

It is suggested that with minor modifications it would be possible to ensure that water conveyance to this area is improved and lead to this area of land becoming more extensively inundated by the flood tide.

## 2.6 Animal Species

Several animal species groups are being monitored as part of the Alkborough Flats monitoring programme. Those results providing insights into the value of the ABP area are now summarised; the annual monitoring undertaken for benthic invertebrates and fish does not cover the ABP area.

### 2.6.1 Breeding birds

During the 2010 breeding birds survey (Nyctea Ltd., 2010), a total of seven breeding bird species were recorded within the ABP compensation area; most notably Skylark and Linnet. Table 2 below lists those found, as well as the number of pairs found across the whole Alkborough Flats area.

Table 2. Breeding birds found during 2010 survey

Birds Found in ABP Area (Conservation Interest)	Number of Pairs Found on Alkborough Flats
Reed Bunting <i>Emberiza schoeniclus</i> (Biodiversity Action Plan (BAP), amber listed)	58
Linnet <i>Carduelis cannabina</i> (BAP, red listed)	27
Sedge Warbler <i>Acrocephalus schoenobaenus</i> (green listed)	8
Skylark <i>Alauda arvensis</i> (BAP, red listed)	80
Redshank <i>Tringa totanus</i> (amber listed)	10
Avocet <i>Recurvirostra avosetta</i> (schedule 1, amber listed)	5
Lapwing <i>Vanellus vanellus</i> (amber listed)	24

(Source: Nyctea Ltd., 2010)

Wild bird species, including their nests and eggs, are protected under the Wildlife and Countryside Act 1981.

### 2.6.2 Overwintering birds

The latest overwintering bird survey for the whole Alkborough Flats site (Nyctea Ltd, 2011) determined that Wigeon *Anas penelope* were the most abundant bird species recorded within the south-westerly survey section of the site (Area 7; see Figure 13), within which ABP's compensation area is located. Of the Wigeon recorded using the entire Alkborough Flats site in 2010/2011 64% were recorded feeding in Area 7 and 51% roosting in Area 7 (particularly the reedbed as well as green shore). Lapwing *Vanellus vanellus* and Curlew *Numenius arquata* were also recorded in high numbers in Area 7 with a total of 553 Lapwing recorded feeding and 504 roosting, and 319 Curlew recorded feeding and 18 recorded roosting during the 2010/2011 survey. A number of birds were observed particularly in the reedbed of Area 7, immediately to

the south of the ABP area; these included Gadwall *Anas strepera*, Whooper Swan *Cygnus cygnus*, Teal *Anas crecca*, Pochard *Aythya ferina*, Goldeneye *Bucephala clangula* and a single Oystercatcher *Haematopus ostralegus*. Pink-footed Goose *Anser brachyrhynchus*, European White-fronted Goose *Anser albifrons* and Greylag Goose *Anser anser* were also recorded.

### 2.6.3 Aquatic invertebrates

The 2010 aquatic invertebrates survey (Hammond, 2010) elaborated that the occurrence of *Enteromorpha* (gut-weed) was less extensive in 2010 than in 2008/09. The ditch in the ABP compensation area yielded 28 core invertebrate taxa in 2009, compared to 29 during the 2007 baseline survey. Nationally scarce species included the algivorous water beetle *Halipplus apicalis* and the soldier fly *Stratiomys singularior*. Species associated with brackish water included *H. apicalis*, the amphipod shrimp *Gammarus duebeni* and the prawn *Palaemonetes varians*. Five dragon/damselfly (*odonata*) species were also observed in the ABP compensation area, specifically in the ditch and adjacent ephemeral water feature. Two of these (Common Darter *Sympetrum Striulatum* and Migrant Hawker *Ashna mixta*) were proven to be breeding.

### 2.6.4 Bats and barn owl

According to Henderson (2004), a survey of bats and barn owls at Flatts Farm in 2001 found no evidence of the former, and although some owl pellets were found Barn Owls were not thought to nest in the buildings.

### 2.6.5 Water voles and badgers

According to Henderson (2004), a survey for signs of Water Voles and Badgers in November 2003 found no signs of water vole within the Alkborough Flats area. Badger footprints were found in one location and an apparently disused sett was found 'on the southern edge of the project boundary'.

However, more recent on-site observations have determined that water voles are likely to be present on site (Figure 14). Furthermore, a possible badger sett has been identified in relatively close proximity to the ABP compensation area (Figure 15).

Dedicated water vole and badger surveys will be undertaken during the course of 2012.

Water voles are fully protected under Schedule 5 of the 1981 Wildlife and Countryside Act.

Badgers are protected by the Protection of Badgers Act (1992), and through their inclusion in Schedule 6 of the Wildlife and Countryside Act 1981 (as amended).



### 3. Proposed Site Management Approach

It is suggested that minor modifications be undertaken to ditches and reedbed areas in order to enhance the ecological value of the ABP compensation area. This is to be mainly achieved by improving the water conveyance to that area through a regular programme of ditch maintenance, and some limited reedbed clearance, as outlined below.

#### 3.1 Ditch Maintenance

The ditch survey (summarised in Section 2.3.2) showed that the ditch connecting the ABP compensation area to the main realignment (distributor) channel is deep enough at present. Hence there is currently not considered to be a need for increasing its depth. It is however thought that the flow to the area can be enhanced by regularly clearing vegetated sections of the ditches where vegetation is blocking the flow, and also by regularly inspecting the channels and culverts to ensure that these are not blocked by debris. Ditch depth will furthermore be monitored on an annual basis to ensure that the ditches do not silt up too much. The ditch bottom will be maintained at a minimum elevation of 2.5mODN.

If these measures do not lead to enhanced water conveyance to the ABP area, ABP will employ a degree of adaptive management. It would be feasible, for example, to introduce some form of sill or sluice to ensure water is maintained on the site for longer. This would be designed to ensure minimal intervention for site management purposes.

#### 3.2 Reed Clearance

The ABP compensation area is already showing encouraging indications of forming without any form of ongoing intervention. In this respect it is not intended to disturb what is naturally forming on the site and only minor modifications to the existing habitats are proposed. This will include the removal of some of the areas of higher reedbeds that currently occur in this location (see Figures 16 and 17) to prevent large scale encroachment of the area by reedbeds. This would also serve to reduce the elevation of these sections of the site to again maximise the period of water retention on site. The reedbeds that are to be removed will be transplanted to an area of reedbeds that is already being created in the southerly section of the Alkborough scheme (immediately to the south of the ABP compensation area). North Lincolnshire Council have been consulted with respect to these suggestions and are supportive of the approach that is being put forward.

#### 3.3 Protected Species Mitigation

Site management would have to be carefully timed and staged to avoid harming protected animal species.

Firstly, given the high level of protection afforded to breeding birds, ditch and vegetation clearance will not be undertaken during the breeding bird season (March-July). If the breeding

bird season cannot be avoided, then measures to control nesting behaviour would be employed during the key periods of the year.

Secondly, given the protection afforded to water voles, ditch works which will significantly disturb a bank will need to observe the National Guidance for Internal Drainage Boards on Mitigation Measures for Water Voles (Natural England, 2007). In summary, for relatively minor works such as would be undertaken at Alkborough, works will either be undertaken in 100m stages along both banks, or along one bank only. Vegetation would be stripped at least one week prior to works taking place. Furthermore, works can only take place in March and April, or September and October to avoid the breeding season. Ditch works need to be preceded by a water vole survey; this will be undertaken during 2012.

Thirdly, the suspected badger sett located on the bank of the ditch within the ABP compensation area cannot be damaged, and badgers residing within cannot be subject to significant disturbance, or else a licence will be required from Natural England. Hence, no works shall be undertaken on the bank of the ditch where the sett is located, as these could damage the sett. Natural England have advised that they would not generally expect a licence to be required for ditch vegetation removal, or ditch clearance in close proximity to a sett. However, they caution that 'persons involved in activities near setts will need to exercise judgement as to whether their action may or may not cause disturbance to badgers' (Natural England, 2009). Natural England will be consulted prior to any close-proximity works taking place, and a badger survey will furthermore be undertaken during 2012 to confirm the presence of this sett and determine whether any more are close by.

Fourthly, to avoid disturbance of overwintering birds (and by extension the SPA/Ramsar features), works involving heavy (noisy) machinery will not be undertaken during the core overwintering months (November to February).

Overall, a strategy of minimum intervention will be employed for the ABP compensation area. Its management will be coordinated with the management of the Alkborough site as a whole.

### 3.4 Proposed Monitoring and Reporting

The ABP compensation area will need to be monitored to ensure the effective delivery of 5ha of habitat experiencing saline inundation comprising a mosaic of mudflat, reedbeds, saltmarsh and standing water. This objective has been set to ensure that the extent of the estuary feature as a whole is maintained should GPH be consented and the requirement for compensatory habitat be confirmed. Once formalised this conservation objective will be incorporated into the Environmental Management and Monitoring Plan (EMMP) developed for the Immingham Outer Harbour and Quay 2005 (now known as GPH) schemes. At a minimum monitoring of the following aspects for at least five years is likely to be required in the locations identified in Figure 18:

- Ditch depth along the ditch network connecting the ABP compensation area to the main realignment;

- Habitat extent and composition within the ABP compensation area; and
- Overwintering bird usage based on observations from the existing managed realignment site.

The results of the monitoring will be reported in the annual monitoring report produced for the ABP port developments and associated compensation/mitigation measures on the Humber Estuary.

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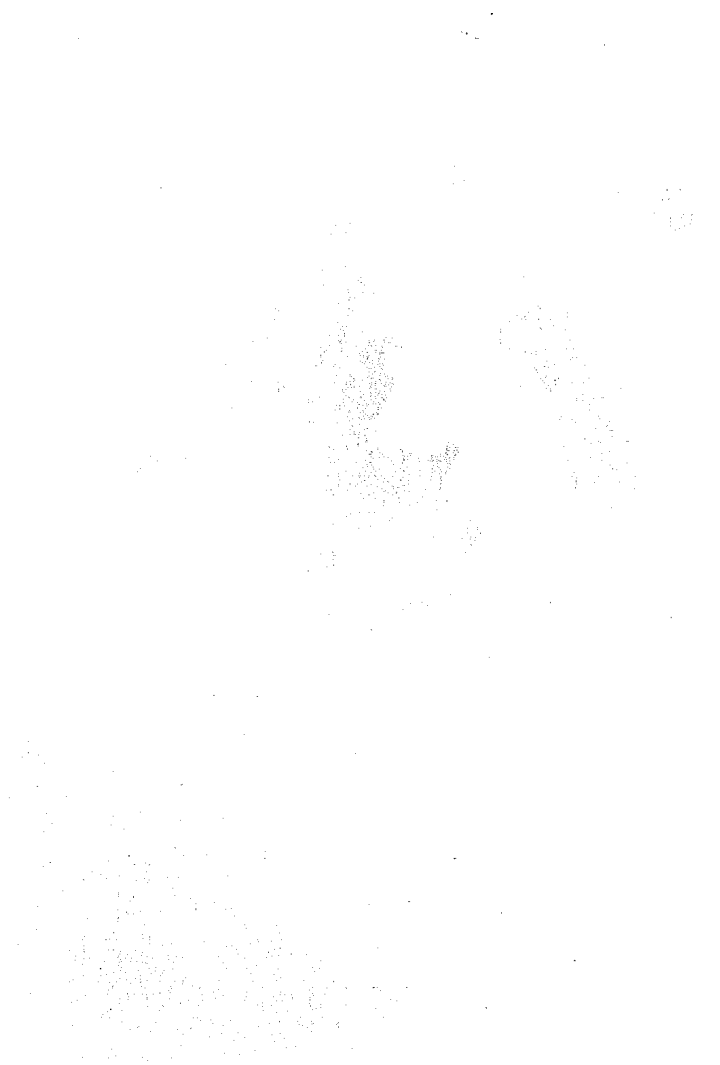
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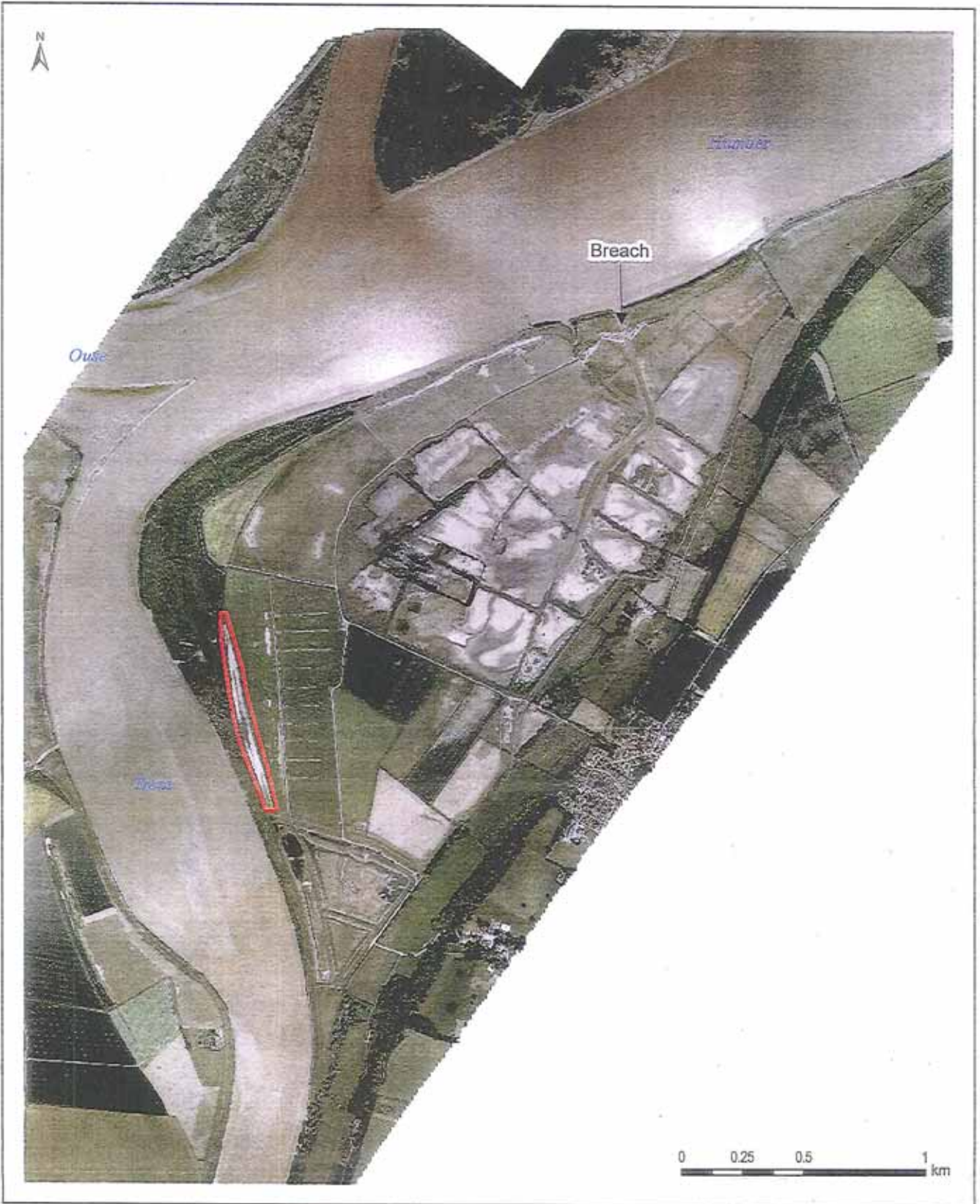
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# Figures





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Scale		1:22,000	
QA		NMW	
3985 - fig_sat_imagery_SMP.mxd			
Produced by ABPmer Ltd			

 ABP Compensation Area




Satellite Imagery of the Alkborough Flats Managed Realignment Site

Figure 1





Date	By	Size	Version
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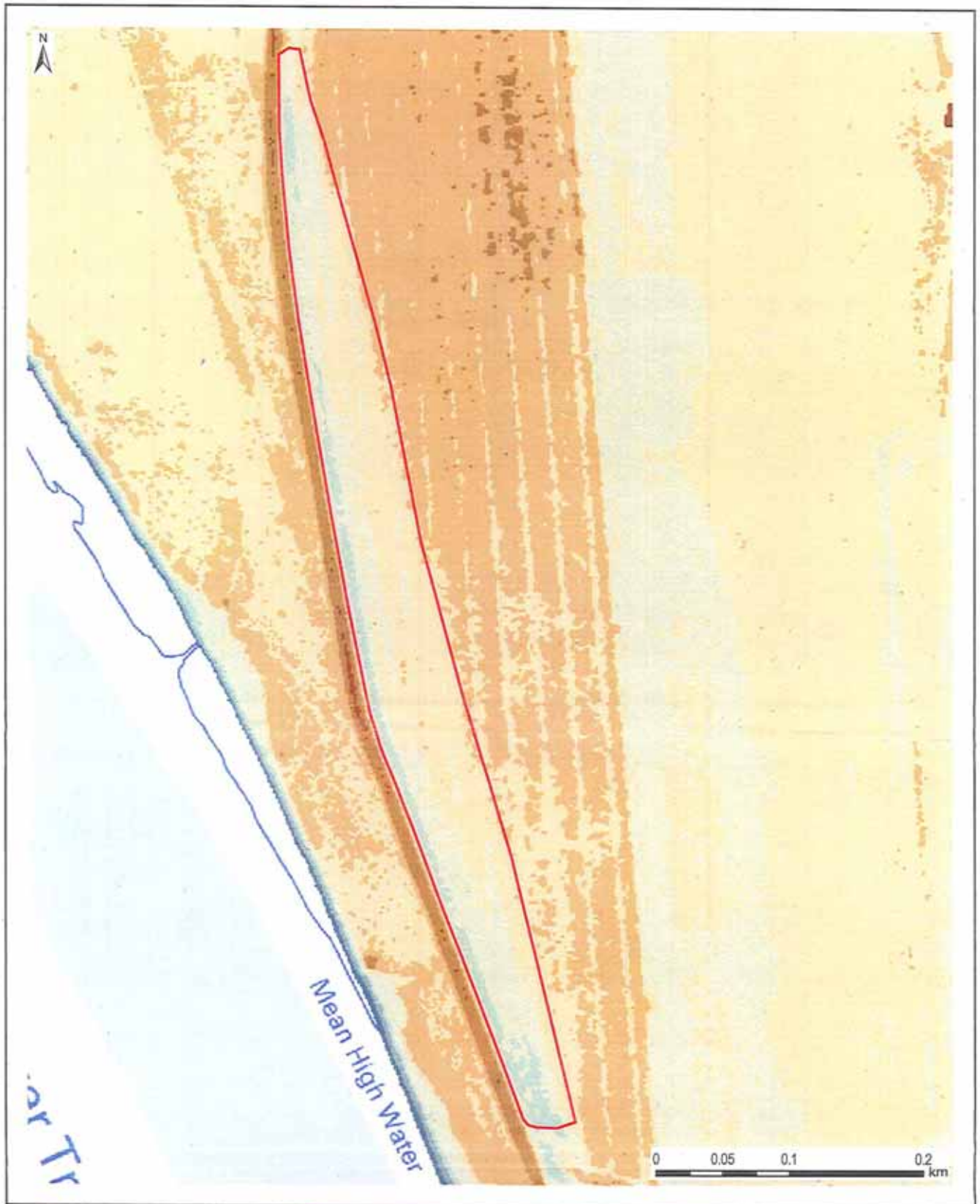
 ABP Compensation Area

© ABPmer, All rights reserved, 2012  
 Data Sources: EA, 2011  
 NOT TO BE USED FOR NAVIGATION



Satellite Imagery of the ABP Compensation Area

Figure 2



	Date	By	Size	Version	<p>ABP Compensation Area EA LiDAR 2011 (mODN)</p> <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #000080; border: 1px solid black; margin-right: 5px;"></span> 0.25 - 1</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #4682B4; border: 1px solid black; margin-right: 5px;"></span> 1.1 - 2</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #7FFFD4; border: 1px solid black; margin-right: 5px;"></span> 2.1 - 3</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FFFFE0; border: 1px solid black; margin-right: 5px;"></span> 3.1 - 4</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FFD700; border: 1px solid black; margin-right: 5px;"></span> 4.1 - 4.5</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FFA500; border: 1px solid black; margin-right: 5px;"></span> 4.51 - 5</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #FF8C00; border: 1px solid black; margin-right: 5px;"></span> 5.1 - 6</li> <li><span style="display: inline-block; width: 15px; height: 15px; background-color: #CD5C5C; border: 1px solid black; margin-right: 5px;"></span> 6.1 - 11</li> </ul>
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3995-Fig3_Lidar_imagery_POCA_SMP.mxd Produced by ABPmer Ltd					
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LiDAR Imagery of the ABP Compensation Area

Figure 3









	Date	By	Size	Version
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	QA	NMW		
	385 - lg_sat_imagery_ditches_SMP.mxd			

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 Data Sources: EA, 2011  
 NOT TO BE USED FOR NAVIGATION

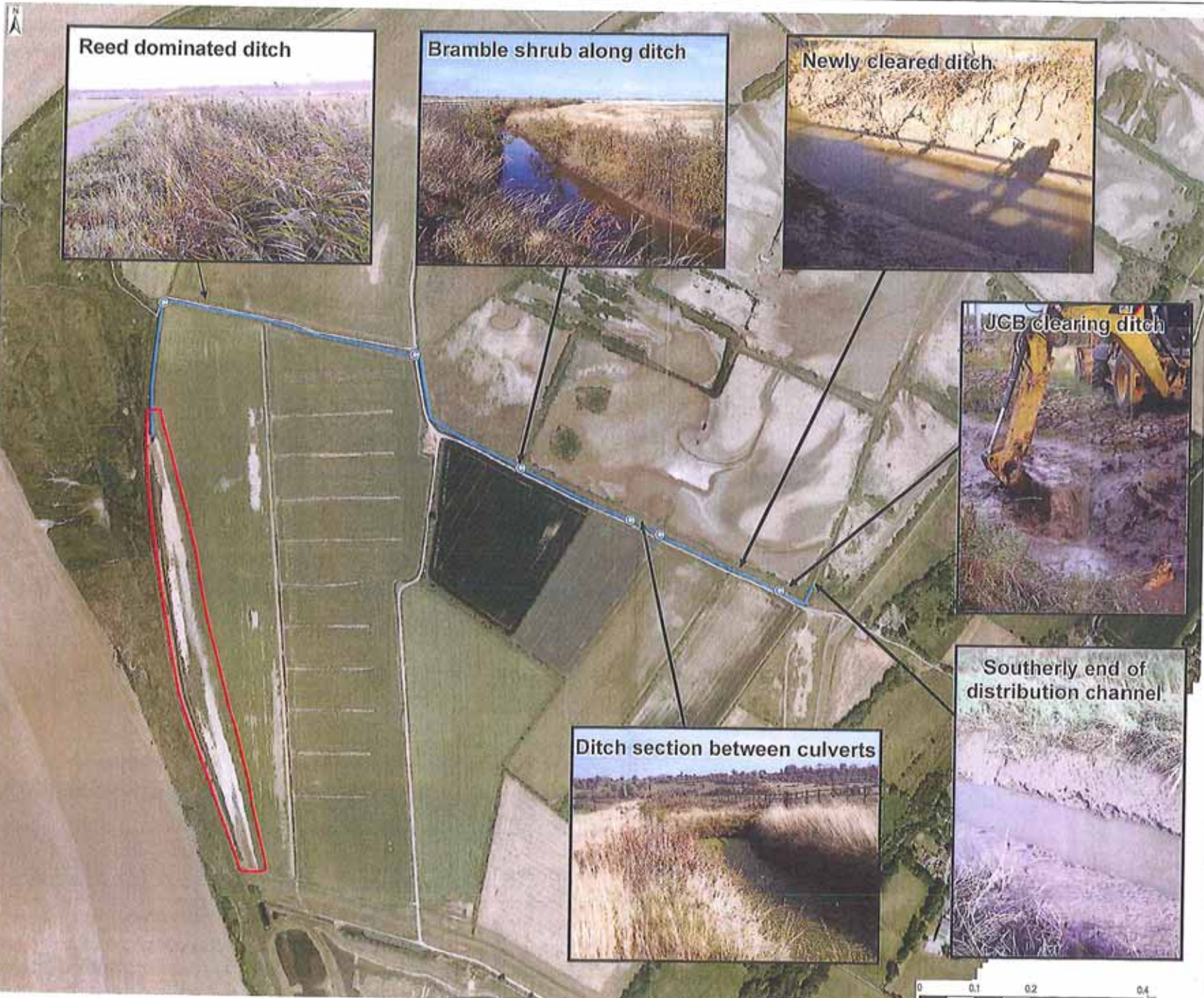
- ABP Compensation Area
- Culverts



Ditch Network Supplying the ABP Compensation Area at Alkborough

Figure 5





- ABP Compensation Area
- Culverts
- Ditch Network

Date	By	Size	Version
Feb 12	SRA	A3	1
Project: COGB 1908			
Scale		1:6,000	
QA		1/0/0	
2005 - High Survey photos supplied			
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NOT TO BE USED FOR NAVIGATION			



Ditch Network  
Conditions and Restrictions

Figure 6





7



8



Date	By	Size	Version
July 11	NJF	A4	1
Projection		n/a	
Scale		n/a	
QA	FMW		
Fig/Facet/Axis			
Produced by AEPmer Ltd			

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Existing Habitats at Alkborough

Figures 7 and 8

9



10



	Date	By	Size	Version
	July 11	NSP	A4	1
	Projection	n/a		
	Scale	n/a		
	QA	PM		
	Flighted 10.xls			
Produced by ABPmer Ltd.				

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Existing Habitats at Alkborough

Figures 9 and 10

11



12



Date	By	Site	Version
July 18	KSP	AA	1
Projection		N/A	
Scale		N/A	
QA		PSP	
Project Lead/Title			
Produced by ADP/mer			

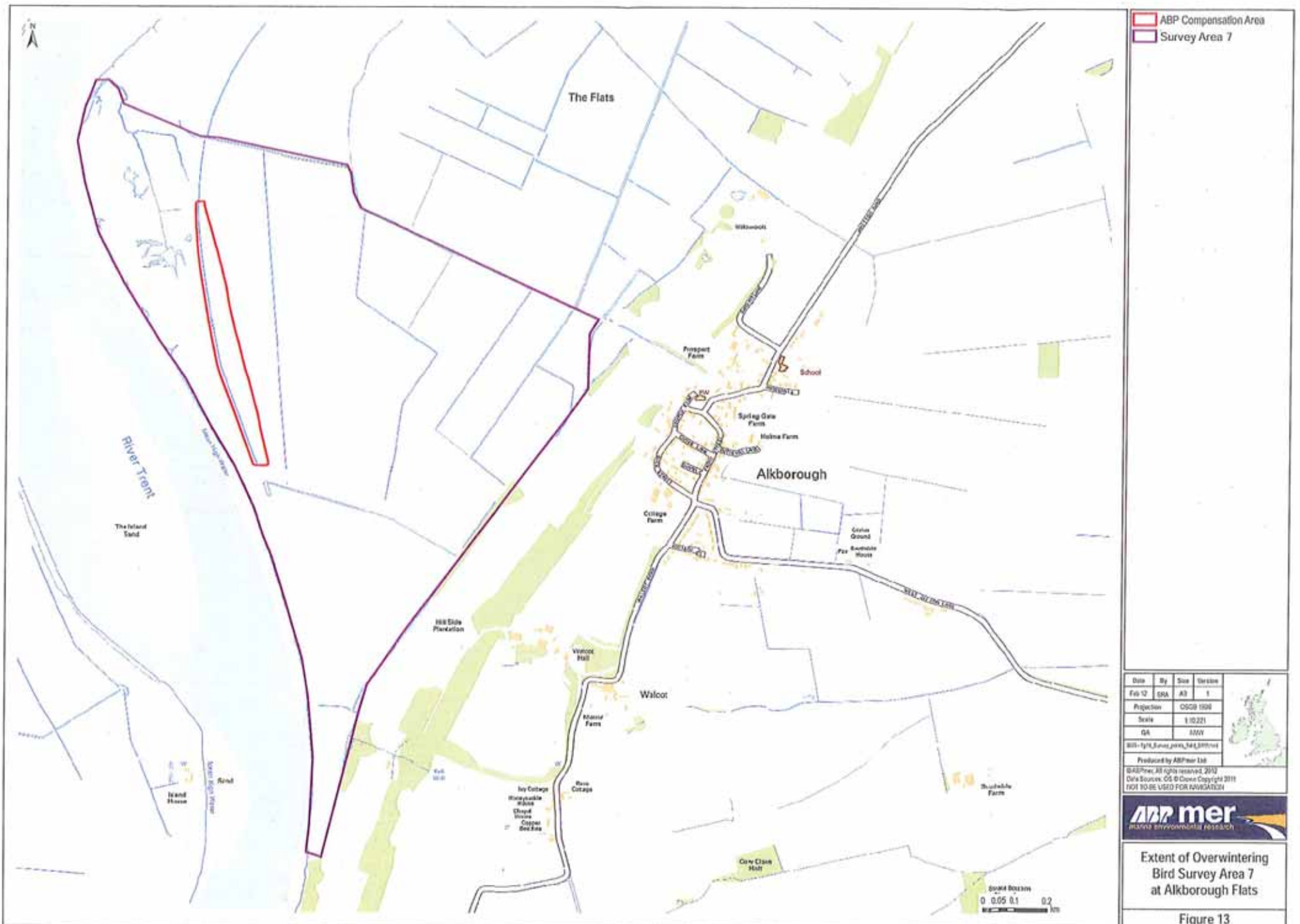
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Demarcation of the Limit of Saline Inundation

Figures 11 and 12





ABP Compensation Area  
 Survey Area 7

Date	By	Size	Version
Feb-12	EMA	A3	1
Projection		OSGB 1990	
Scale		1:10,000	
QA		2011	



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**Extent of Overwintering  
 Bird Survey Area 7  
 at Alkborough Flats**

Figure 13

14



15



Date	By	Size	Version
July 11	NJF	A4	- 1
Projection		n/a	
Scale		n/a	
QA		FVM	
Fig14and15.xls			
Produced by ASDPmer Ltd.			

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Potential Ecological Constraints - Possible Water Vole Burrows and Badger Sett

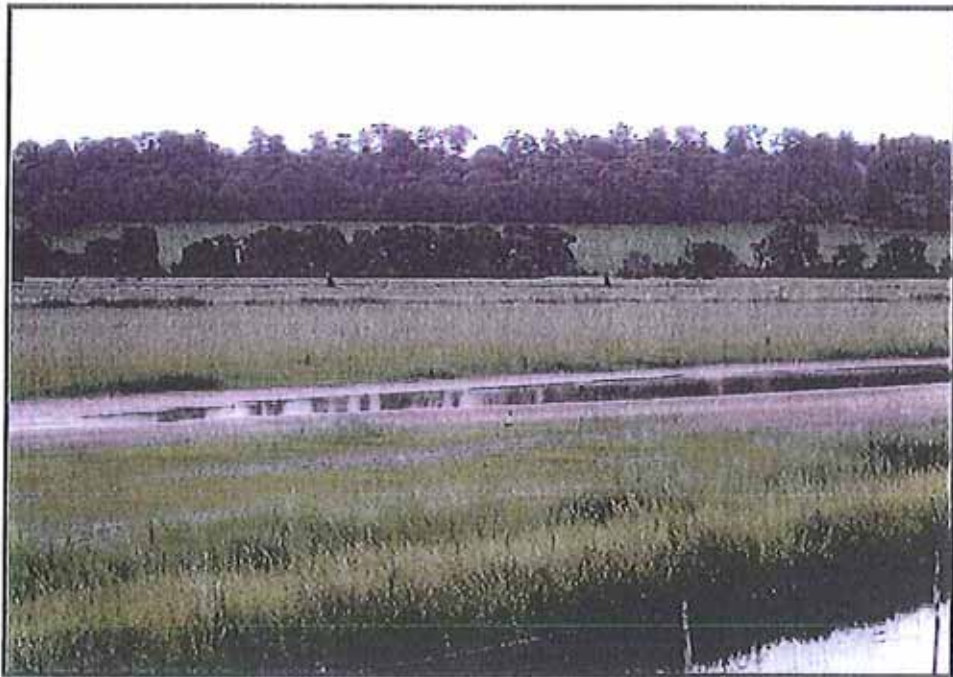
Figures 14 and 15



16



17



Date	By	Size	Version
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Projection		n/a	
Scale		n/a	
QA		FUM	
Fig16and17.xls			
Produced by ABPmer Ltd.			

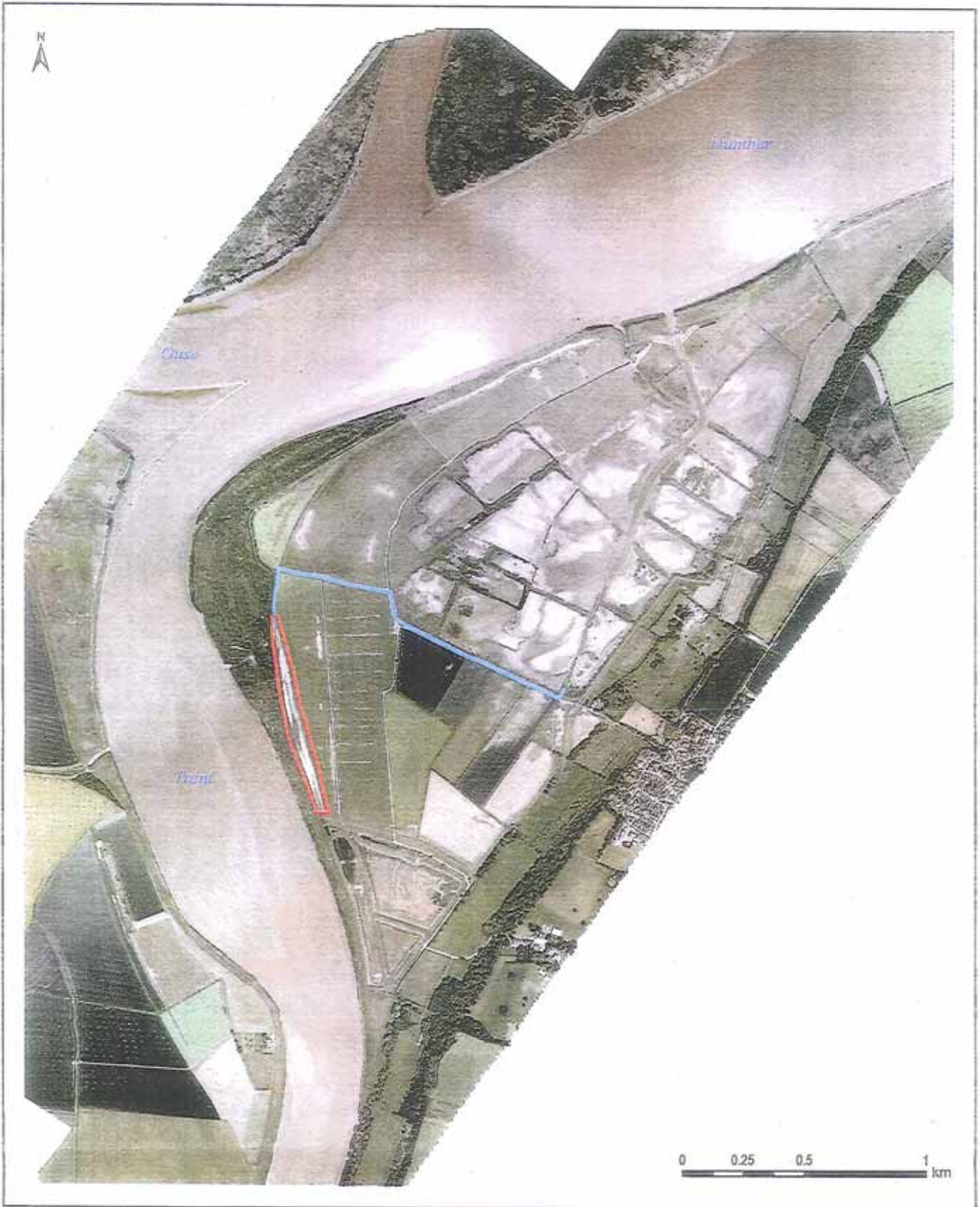
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Reedbeds to be Translocated

Figures 16  
and 17





Date	By	Size	Version
Mar 12	FMM	A4	1
Projection		OSGB 1936	
Scale		1:22,000	
QA		SPJ	
2015 - 0y10_proposal_monitoring.mxd			
Produced by ABPmer Ltd			

**Monitoring Parameters**

- Habitat Composition
- Ditch Network

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 Data Sources: EA, 2011  
 NOT TO BE USED FOR NAVIGATION



**Proposed Monitoring Locations**

**Figure 18**

**Schedule 5**

**Draft Agreement under section 41 of the Yorkshire Water Authority Act 1986**

**ASSOCIATED BRITISH PORTS**

**AND**

**ENVIRONMENT AGENCY**

**A G R E E M E N T**

Relating to the Flood Defences  
at Alexandra Dock, Port of Hull

Environment Agency  
North East Region  
Rivers House  
Park Square South  
Leeds  
LS1 2QG  
Tel No. 0113 218 2222

D. The Parties agree that the Removable Defence can serve both as a flood defence and as an operational gate for the purpose of the operation of the Site subject to the terms herein.

**NOW THIS DEED IS AGREED** as follows:-

1. In this Agreement:

1.1 The following expressions shall, unless the context otherwise requires, have the following meanings:-

Agreed Defence Level	A flood defence designed to a height equivalent to 6.8 metres Above Ordnance Datum (Newlyn) which is in at least Grade 2 condition (i.e. in 'good condition') according to the EA's condition assessment criteria or any subsequent, equivalent methodology
Agreement	This Deed
Business Day	Monday to Friday of each week excluding bank holidays
Claim	The submission or the notification of an intention to make a claim against the EA which may reasonably be considered likely to give rise to any indemnity liability under clause 8
Commencement Date	The date at the head of this Agreement
Condition Survey	A survey of the condition of the New Flood Defence commissioned in accordance with clauses 5.1 and 5.2
Consent	Any consent granted by the EA pursuant to its Functions
Development	The development described on the application form for the Planning Permission and as shown by way of indication on Plan No. D136322/PL/001 attached at Schedule 1.
Existing Flood Defence	The existing flood defence on the Site shown indicatively on Plan No. 11/DEC278A attached at Schedule 2
Flood Defence Purposes	Prevention (based on predictions of tidal water levels) of the anticipated flow of water into the area protected by the New Flood Defence

of-hours emergency, c/o Humber Estuary Services:  
Telephone 01482 608405

Removable Defence	The 35 metre long section of totally removable flood defence shown on Drawing 11/DEC278A attached at Schedule 2 and marked as 'demountable section'
Removable Defence Schedule	A schedule for the operation of the Removable Defence as specified in clause 6.1
Rivers House	Rivers House, Park Square South, Leeds LS1 2QG
Significant Flood Event	When tidal water (but not including spray from waves) is sufficiently high to stand against any part of the New Flood Defence
Site	The land at Alexandra Dock, Hull shown edged red on the plan entitled 'Main Application Boundary' 11/DEC/280 Rev L attached at Schedule 3

- 1.2 The headings in this Agreement are for ease of reference only, and shall not affect its construction and reference to any 'Clause', 'Schedule' or 'Appendix' shall be references to clauses, schedules or appendices of this Agreement unless expressly stated to the contrary.
- 1.3 Words importing the singular shall include the plural and vice versa, words importing any gender include every gender and words importing persons include firms, companies and corporations and vice versa.
- 1.4 Any reference to an enactment includes a reference to it as amended (whether before or after the date of this agreement) and to any other enactments which may, after the date of this Agreement, directly or indirectly replace it, with or without amendment.
- 1.5 Any acceptance, communication, consent, estimation, expression of satisfaction, notice, notification, provision, requirement, or similar expression by the EA or ABP in connection with this Agreement will not be unreasonably withheld conditioned or delayed and shall be given in writing.

of acceptance and the ABP shall re-design the Initial Construction Works Programme taking into account the EA's reasons for withholding

- 3.6 Upon the EA's acceptance of the Initial Construction Works Programme or following the expiry of the 28 day period (or where this relates to an application for Land Drainage Consent, whatever statutory periods may apply) referred to in clause 3.4 above without any response from the EA, the ABP shall at its own cost carry out the Initial Construction Works in accordance with the Initial Construction Works Programme subject to any Consent for the Initial Construction Works.

#### **Maintenance of the New Flood Defence**

- 4.1 Subject to clause 5.8, ABP at its own cost agrees to inspect, maintain and repair (including the renewal or replacement of any part of the New Flood Defence which is at the end of its life) the New Flood Defence to provide the Site at all times with the Agreed Defence Level to the reasonable satisfaction of the EA in accordance with the terms of this Agreement.
- 4.2 Otherwise than in accordance with the provisions of this Agreement ABP shall not alter or remove the New Flood Defence (once constructed) without the prior Consent of the EA.

#### **Condition Surveys**

- 5.1 ABP shall at its own cost engage the services of a suitably experienced civil engineer to carry out a Condition Survey within 21 days of each of the following circumstances:-
- 5.1.1. The completion of construction of the New Flood Defence;
  - 5.1.2. The annual anniversary of the said completion of construction or such less frequent period as the EA agree to from time to time; and
  - 5.1.3. Upon the occurrence of a Significant Flood Event;
- ABP shall also notify the EA as soon as reasonably possible that a Significant Flood Event has taken place.
- 5.2 The Condition Survey shall report on:
- 5.2.1 The height of the New Flood Defence in metres Above Ordnance Datum (Newlyn);

set out in and in accordance with the Maintenance Schedule to the reasonable satisfaction of the EA.

- 5.8 ABP shall comply with the requirements of clauses 4.1 to 5.7 at all times for the Lifetime.

#### **Operation of Removable Defence**

- 6.1 Following completion of the Initial Construction Works, the Removable Defence shall remain in place until a Removable Defence Schedule prepared by ABP has been submitted to and accepted in writing by the EA. The Removable Defence Schedule shall include the following:-
- 6.1.1 Details of the means by which the Removable Defence will be opened and closed, including an indication of how quickly this process can be undertaken;
  - 6.1.2 How the Removable Defence will be securely closed outside normal operating hours; and
  - 6.1.3 Details of the flood thresholds (to be determined by the EA) which will trigger the EA to issue a Flood Notification to ABP;
  - 6.1.4 Details of the means by which Flood Notifications will be communicated by the EA;
  - 6.1.5 Details of the time period within which ABP will securely close the Removable Defence after the Flood Notification has been received.
  - 6.1.6 Details of contingency plans should the Removable Defence be damaged, faulty or inoperable for whatever reason.
- 6.2 Following receipt of the proposed Removable Defence Schedule in accordance with clause 6.1 above, the EA shall, acting reasonably and within 28 days (or where this relates to an application for Land Drainage Consent, whatever statutory periods may apply) either accept the Removable Defence Schedule or withhold its acceptance.
- 6.3 If the EA decides to withhold its acceptance to the Removable Defence Schedule, it shall submit to ABP its written reasons for its refusal and ABP shall revise the Removable Defence Schedule taking into account the EA's reasons.
- 6.4 ABP shall operate the Removable Defence in accordance with the accepted Removable Defence Schedule.

maintenance, repair, improvement and replacement of the New Flood Defence and/or the operation of the Removable Defence and each and every part thereof.

- 8.2 This indemnity shall not cover the EA to the extent that a claim under it results from the EA's negligence or wilful misconduct.
- 8.3 If any third party makes a Claim the EA shall (subject to ABP meeting the EA's reasonable costs in complying with the following provisions):
- 8.3.1 As soon as reasonably practicable give written notice of the Claim to ABP specifying the nature of the Claim in reasonable detail
- 8.3.2 Not make any admission of liability agreement or compromise in relation to the Claim without the prior written consent of ABP provided that the EA may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to ABP but without being obliged to obtain ABP's consent) if the EA reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect.
- 8.3.3. Give ABP access at reasonable times (on reasonable prior notice) to its officers, employees, agents, representatives or advisers and to any relevant assets, accounts, documents and records within the power or control of the EA that ABP might reasonably require so as to enable ABP and their respective professional advisers to examine them (and to take copies at ABP's expense) for the purpose of assessing the Claim and
- 8.3.4 Subject to ABP providing security to the EA's reasonable satisfaction against any claim, liability costs, expenses, damages or losses which may be incurred take such action as ABP may reasonably request to avoid dispute, compromise or defend the Claim.
- 8.4 Nothing in this clause shall restrict or limit the EA's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a Claim.

#### **Breach of Agreement**

- 9.1 If ABP breaches any of its obligations in this Agreement the EA shall be entitled to serve notice on ABP specifying:-
- 9.1.1 The breach alleged;
- 9.1.2 The action considered reasonably necessary by the EA to remedy the effect of the breach;



be binding (without any limit of time) upon ABP and all persons deriving title to the Site by, through or under it. The EA shall make an application to the local land charges registration authority for registration of this Agreement as a local land charge pursuant to the said Section 41.

**Non Conflict**

- 14 This Agreement is made without prejudice to any Land Drainage Consents that may be required and without prejudice to the generality of the forgoing ABP acknowledges that the works required by Clauses 3 to 7 above may require Consent from the EA or from other bodies independent of the terms of this Agreement and shall be responsible for obtaining the same prior to commencing any such works.

**Entire Agreement**

- 15.1 Each party acknowledges that in entering into this Agreement it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.2 This Agreement shall supersede all arrangements or agreements relating to all matters which are in it and which were previously entered into or made between the Parties hereto relating to the Planning Permission and all such arrangements or agreements are hereby terminated.

**Validity**

16. If any provision of this Agreement is held by any court, tribunal or administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect, then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement which will remain in full force and effect.

**Notices**

- 17.1 Any acceptance, communication, consent, demand, estimation, expression of satisfaction, notice, notification, provision, requirement or similar expression must be in writing and may be given by hand or sent by first class pre-paid recorded delivery post and shall be deemed to have been duly served:
- 17.1.1 If delivered by hand, when left at the proper address for service;

20. The formation, construction, performance, validity and all aspects whatsoever of this Agreement shall be governed by English Law and the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

**Representations and Agreement**

- 23.1 The Parties warrant that they have not been induced to enter into this Agreement by any representation of any other Party other than representations reduced to writing in this Agreement.
- 21.2 Each Party warrants that this Agreement constitutes the whole of the Agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior agreements and understandings relating thereto save for the avoidance of doubt the agreement between the EA and ABP dated 17 September 1998 relating to the outer lock gates at King George Dock and Alexandra Dock Hull which shall remain in full force and effect.

**Variation and Amendment**

22. No variation or amendment of this Agreement shall bind any Party unless made in writing and agreed to in writing by duly authorised officers of the Parties.

**Force Majeure**

23. If the performance of this Agreement is rendered not reasonably practicable by any cause of event beyond the reasonable control of any of the Parties further performance of the Agreement shall be suspended until such time as the cause or event rendering performance not reasonably practicable shall no longer be present or shall have been remedied and thereupon this Agreement shall again take full effect.

**Headings**

24. The headings in this Agreement are for reference purposes only and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

SCHEDULE 2  
Drawing No. 11/DEC278A

DRAFT

IN WITNESS of which ABP and the EA have executed this Agreement as a Deed on the date first mentioned.

EXECUTED as a DEED by )  
ASSOCIATED BRITISH PORTS )  
by affixing the common )  
seal in the presence of:

**ASSISTANT SECRETARY**

SIGNED and DELIVERED as a DEED )  
on behalf of the above named )  
ENVIRONMENT AGENCY by its attorney )  
Solicitor Yorkshire and North East Region )  
acting pursuant to a Power of Attorney )  
dated 23rd May 2011 in the presence of:-

Witness Signature.....

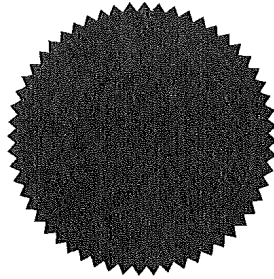
Witness Name.....

Environment Agency  
North East Region  
21 Park Square South  
Leeds  
LS1 2QG

Witness Occupation.....

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

The  
affixing hereto of the Corporate  
Common Seal of Kingston Upon  
Hull City Council is authenticated  
by -

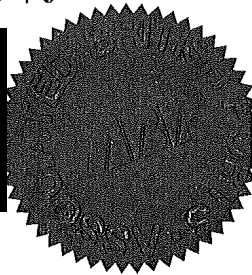
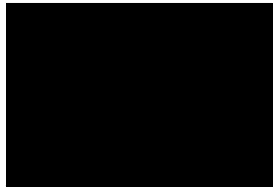


lx

.....  
[Redacted]  
Authorised signatory

The Common Seal of Associated  
British Ports was affixed hereto  
in the presence of -

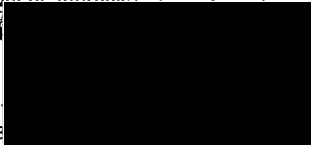
012543



Director

Signed as a Deed by  
ANDREW RICHARD BESHAW  
and ANDREW DAVID MOULT  
as attorneys of SIEMENS PLC

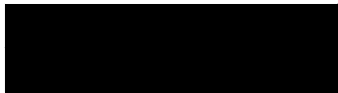
pursuant to a power of attorney  
dated 2 June 2014



SIEMENS LEGAL UK

.....  
Andrew Richard E

Signature of Witness:



Name

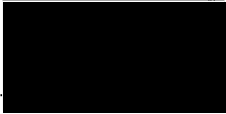
Jonathan Treadaway

Address

5 RAINIE LODGE APT 2 BERTS SLSB

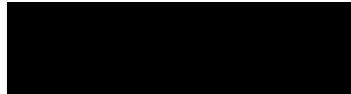
Occupation

LAWYER



Andrew David Moul

Signature of Witness:



Name

Jonathan Treadaway

Address

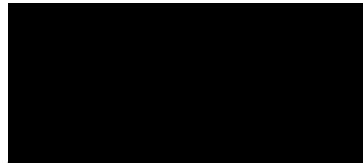
5 RAINIE LODGE APT 2 BERTS

Occupation

LAWYER

SLSB

THE OFFICIAL SEAL of  
THE CROWN ESTATE COMMISSIONERS  
hereunto affixed was authenticated by:



Jane Elizabeth Dagnall  
Authorised by the Crown Estate Commissioners

URS Scott Wilson  
Ms A Cooper  
West One  
Wellington Street  
Leeds  
LS1 1BA

Chris Peach (Chris.Peach@hullcc.gov.uk)  
Tel. (01482)612734

15 October 2012

Dear Sir(s)

**TOWN AND COUNTRY PLANNING ACT 1990**

**APPLICATION FOR PLANNING PERMISSION TO DEVELOP LAND**

**Your Application:- 00026841C**  
**(Check on-line with System Reference Number:- 11/01176/S73)**

Green Port Hull:

Application under section 73 of the Town and Country Planning Act 1990 to carry out works authorised by The Associated British Ports (Hull) Harbour Revision Order 2006 (which permitted the reclamation of an area of 7.5ha from the bed of the Humber Estuary for the construction of a new quay for port operational use restricted to the handling of load on load off container traffic and any incidental or ancillary use) but without complying with certain conditions attached to the Order, and with certain conditions varied and new conditions introduced so as to enable the quay to be used for port operational use but restricted to the handling of traffic associated with wind turbines, and any use which is incidental or ancillary to the handling of such traffic including the storage, assembly, and examination of wind turbines and their component parts in connection with the shipping of those turbines or parts.

At:- Part Of River Humber To The South Of, Alexandra Dock, Hedon Road, Kingston Upon Hull  
HU9 1TA

has been APPROVED for the following reasons:



Planning, Development Management Section, Hull City Council,  
Kingston House, Bond Street, Hull HU1 3ER

It is considered that the Environmental Statement and environmental information has satisfactorily addressed the likely impacts of the development and has included mitigation measures, compensation measures and monitoring procedures to ensure that the development is carried out and is operated to the required standards. Additionally the impact on the nearby areas of nature conservation interest have been considered and there are Imperative Reasons of Overriding Public Interest which justify the identified adverse effects on the integrity to the nearby areas of Nature Conservation occasioned by the project.

Consequently it is considered that the proposal complies with Government guidance and is in line with the adopted and emerging Development Plans and is considered, on balance, taking into account all the material considerations, objections, and the other matters referred to in the planning officer's report, to be acceptable subject to conditions and legal agreement.

You do not have planning permission until you have submitted details to comply, where required, with the following conditions, and the Council has agreed such details. In some cases you must write to us with the required details before you start any work, as specified in the condition. Current fees for agreeing details are £25 for a householder permission, £85 otherwise (per request, rather than per condition).

- 1) The development must be commenced before 9th May 2015.

This condition does not apply to development which consists of the reconstruction, renewal, alteration, replacement or relaying of any of the works comprised in the development.

(to ensure that the development is begun within a reasonable period of time)

- 2) The port operational use of the development shall be restricted to port operational use consisting of the handling of traffic associated with wind turbines, and any use which is incidental or ancillary to the handling of such traffic (including the storage, assembly and examination of wind turbines and their component parts in connection with the shipping of those turbines or parts).

(to define the nature of the permitted use of the development)

- 3) No lighting columns shall exceed a height of 30 metres above the level of Work No. 1 (to protect the visual amenity of the area)

- 4) Before the commencement of operation of the development, and for so long as such operation continues, the noise barrier shall be provided in accordance with details on drawing



no. 11/DEC/290 Rev D and maintained at a height of 5 metres above the level of Work No. 1.

(Reason: to protect the amenity of local residents from those impacts arising from the operation of the development)

5) (1) Operation of the development shall not commence until an operational noise management plan for the purpose of controlling noise arising from the operation of the development has been approved in writing by the local planning authority before commencement of operation of the development. Unless otherwise agreed with the local planning authority the plan shall be submitted for approval within 3 months of the grant of this permission.

(2) The operational noise management plan shall include provision regulating noise levels at the site substantially in the form of section 6 of the draft Operational Noise Management Plan for Green Port Hull submitted with the application for this permission.

(3) Once approved, the operational noise management plan shall be implemented in accordance with its terms.

(Reason: to ensure that operational noise arising from the development is controlled)

Construction conditions

6) The development must be constructed in accordance with drawings nos. 11/DEC/289C and 11/DEC/290D submitted with the application for this permission.

(Reason: to ensure that development is constructed in accordance with approved plans)

7) For the purpose of constructing Work No. 1 the amount of fill material to be transported by road shall not exceed 200,000m<sup>3</sup>.

(Reason: to reduce impacts on the local road network)

8) The dredging of the berth area adjoining the quay face of Work No. 1 shall not be carried out until after completion of the noise barrier.

(Reason: to protect the amenity of local residents from noise arising from dredging)

9) (1) A Construction and Environment Management Plan (CEMP) shall be submitted to and approved in writing by the local planning authority before commencement of construction of the development, and save insofar as any requirements of the CEMP may be waived by any requirements imposed in a notice served under section 60 or a consent given under section 61 of the Control of Pollution Act 1974(2), such construction shall be carried out in accordance with the approved code of construction practice.

(2) In this condition Construction and Environment Management Plan means a plan setting out measures to be employed in the construction of the development so as to mitigate the

impact of the development, based on the measures identified in the environmental information submitted to the local planning authority with the application for this permission.

(Reason: to protect the amenities of neighbouring residents and the local area generally and to ensure there is no adverse effect on the interest features of the Humber Estuary SPA/Ramsar site)

10) (1) No construction shall be commenced until an active monitoring scheme has been submitted to and approved in writing by the local planning authority, following consultation with the Environment Agency for the purpose of monitoring noise, water temperature and dissolved oxygen within the water environment. The scheme shall include the following details:-

- (a) location of active monitoring buoy(s) and depth of sensors;
- (b) full details of the frequency of measurement of temperature and dissolved oxygen in order to ascertain compliance with condition 13;
- (c) 24 hours a day, 7 days a week monitoring of noise in order to ascertain compliance with condition 13;
- (d) full details of when monitoring will commence and cease, which will include a 2 week period of pre- and post-construction monitoring in order to establish baseline conditions and the return to baseline conditions once construction activity has finished;
- (e) A log of the number and approximate location of piling rigs which are in operation on any given day;
- (f) full details of how measurements will be accessed by or communicated to the site contractor, the Hull City Council Environmental Health Team and the Environment Agency.

(2) Once approved the monitoring scheme shall be implemented in accordance with the timescales set out in the scheme.

(Reason: to reduce the risk to migratory fish species including Atlantic Salmon, Sea Trout, River and Sea Lamprey and Eel by ensuring that appropriate information is available to allow noise mitigation measures to be implemented and monitored and to avoid periods when water conditions will make fish more vulnerable to disturbance in accordance with condition 13)

11) No percussive piling of marine piles (for the purposes of this condition percussive piling means the driving of piles by percussive means but does not include the handling, placing and vibro-driving of piles and a marine pile means a pile which will, during construction, be in a free-water state) in connection with the development shall take place between 7th April and 1st June inclusive.

(Reason: to reduce the risk to migratory fish species including Atlantic Salmon, Sea Trout, River and Sea Lamprey and Eel)

12) Percussive piling of marine piles (for the purposes of this condition percussive piling means the driving of piles by percussive means but does not include the handling, placing and vibro-driving of piles and a marine pile means a pile which will, during construction, be in a free-water state) in connection with the development shall be restricted in the following way:

(a) from 2nd June to 22nd July inclusive in any one calendar year and without prejudice to condition 11, the maximum amount of percussive piling permitted within any four-week period between those dates shall be limited to:

- (i) 72 hours where a single rig is in operation; or
- (ii) 120 hours where two or more rigs are in operation; and

(b) from 23rd July to 10th September inclusive in any one calendar year, the maximum amount of percussive piling permitted each week shall be limited to:

- (i) 18 hours where a single rig is in operation; or
- (ii) 30 hours where two or more rigs are in operation;

(c) from 11th September to 31st October inclusive in any one calendar year, the maximum amount of percussive piling permitted within any four-week period between those dates shall be limited to:

- (i) 96 hours where a single rig is in operation; or
- (ii) 160 hours where two or more rigs are in operation;

(d) from 1st November to 6th April inclusive, the maximum amount of percussive piling permitted within any eight-week period between those dates shall be limited to:-

(i) 336 hours where a single rig is in operation; or

(ii) 560 hours where two or more rigs are in operation.

(Reason: to reduce the risk to migratory fish species including Atlantic Salmon, Sea Trout, River and Sea Lamprey and Eel)

13) (1) No marine piling shall be commenced until a piling method statement has been submitted to and approved in writing by the local planning authority, following consultation with the Environment Agency. The method statement shall include the following measures:-

(a) pile pads shall be utilised at all times;

(b) soft-start piling shall be utilised at the commencement of any piling and the statement must detail the exact soft-start protocol to be followed;

(c) the maximum pile diameter shall be 1.8 metres unless otherwise approved by the local planning authority;

(d) piling shall not take place during periods when the data from the active monitoring buoy provided in accordance with condition 10 shows temperature to be above 21.5 degrees Celsius and/or dissolved oxygen to be below 5 mg/l.

(2) The development shall thereafter proceed only in accordance with the approved piling method statement.

(Reason: to minimise the noise impact of piling on fisheries and to maximise the time fish have to vacate the affected area before sound pressures increase)

14) Any external lighting shall be flat glass full cut off design with horizontal mountings, to prevent light spill above the horizontal. No final lighting schemes shall be brought into use without the prior permission of the local planning authority following notification with Humberside and East Midlands Airport

(Reason: to prevent dazzle, in the interest of aviation safety).

15) The provision of aviation lighting shall be fitted in accordance with the requirements set out in Civil Aviation Publication CAP168 to all structures (both temporary and permanent) and cranes required for site operation over 45m above ground level. The aviation lighting scheme shall be approved by the local planning authority following notification with Humberside Airport.

(Reason: to prevent dazzle, in the interest of aviation safety).

16) Prior to the demolition of the existing flood defence, a replacement flood defence with a crest height of no less than 6.8 metres Above Ordnance Datum shall be constructed, as described in Chapter 3 of the Environmental Statement 'Proposed Development'. The replacement flood defence shall be constructed in accordance with Figure 10.5 (Drawing reference D136322/ES/10.5, dated November 2011), unless otherwise agreed in writing by the Local Planning Authority.

(Reason: To ensure the structural integrity of both existing and proposed flood defences thereby reducing the risk of flooding)

17) A cold weather construction restriction strategy shall be followed (unless otherwise agreed beforehand with the Local Planning Authority in writing) during the percussive piling of marine piles during December (for the purposes of this condition percussive piling means the driving of piles by percussive means but does not include the handling, placing and vibro-driving of piles and a marine pile means a pile which will, during construction, be in a free-water state) in connection with this consent in accordance with a scheme to be submitted to and agreed with the Local Planning Authority before any percussive piling takes place. The strategy shall include the following elements/procedures:-

a) No percussive piling (other than to finish driving any pile that is in the process of being driven at the point the cold weather restriction comes into force ) shall take place following 7 consecutive days of zero or sub zero temperatures (where the temperature does not exceed 0c for more than 6 hours in any day or any other pre-agreed formula to define short periods of thaw);

b) 3 temperature monitoring points shall be agreed within the Humber Estuary such as Hull, Grimsby and Spurn;

c) The restrictions will be reviewed as follows:

I. After 24 hours of above-freezing temperatures, the restrictions will be lifted on a "probationary basis", provided that the weather forecast (met office forecast for Hull Location:53.749, -0.347) indicates that freezing conditions will not return within 5 days.

II. After a further 5 clear days of above-freezing temperatures, the restrictions will be lifted entirely and the "clock reset to zero".

(Reason: to ensure there is no adverse effect on the interest features of the Humber Estuary SPA/Ramsar site).

18) Percussive piling of marine piles (for the purposes of this condition percussive piling means the driving of piles by percussive means but does not include the handling, placing and vibro-driving of piles and a marine pile means a pile which will, during construction, be in a free-water state) in connection with the development shall be restricted in the following way:

- there shall be at least a 180 second "soft start" period for percussive piling of marine piles . The exact form of "soft start" shall be agreed prior to the commencement of piling with the Local Planning Authority in consultation with Natural England.
- a 100m marine mammals observation zone, the centre-point being the location of the marine pile being driven percussively piled, shall be followed with the purpose of identifying any marine mammals within that zone and no piling shall take place whilst marine mammals are within the zone.

(Reason: to ensure there is no adverse effect on the interest features of the Humber Estuary SAC/Ramsar site).

19) Any percussive piling of marine piles (for the purposes of this condition percussive piling means the driving of piles by percussive means but does not include the handling, placing and vibro-driving of piles and a marine pile means a pile which will, during construction, be in a free-water state), which would occur at the same time as percussive piling of marine piles at the Able UK Marine Energy Park, shall be carried out in accordance with a noise reduction scheme, details of which shall be submitted to and approved in writing with the Local Planning Authority prior to any 'combined' percussive piling taking place and the scheme shall be followed in accordance with the approved details, unless otherwise agreed beforehand in writing with the Local Planning Authority

(Reason: to ensure there is no adverse effect on the interest features of the Humber Estuary SAC/Ramsar site).

20) No percussive piling of marine piles (for the purposes of this condition percussive piling means the driving of piles by percussive means but does not include the handling, placing and vibro-driving of piles and a marine pile means a pile which will, during construction, be in a free-water state), shall take place until the intertidal area to the west of the application site (between Harbour Way and Corinthian Way) is temporarily fenced off during the first winter of construction (December – March), to prevent pedestrian access to

the intertidal area from the Promenade, in accordance with written details to be submitted to and approved by the Local Planning Authority before the fencing is erected.

(Reason: to ensure there is no adverse effect on the interest features of the Humber Estuary SAC/Ramsar site).

Yours Faithfully



Dave Harris  
Development Manager

Comments on this document are not to be taken as an official response from the Council.

URS Scott Wilson  
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West One  
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Chris Peach (Chris.Peach@hullcc.gov.uk)  
Tel. (01482)612734

15 October 2012

Dear Sir(s)

## TOWN AND COUNTRY PLANNING ACT 1990

### APPLICATION FOR PLANNING PERMISSION TO DEVELOP LAND

**Your Application:- 00031772**

**(Check on-line with System Reference Number:- 11/01177/OUT)**

Development of land at Alexandra Dock, including the demolition of existing buildings (excluding the listed hydraulic engine house and tower and adjacent unlisted chimney), for use as a facility for the manufacture, assembly, storage, handling and testing of wind turbine components for the offshore power industry comprising:

1 Outline planning permission with details of access included for:

- (a) a factory of between 12,500 sq m (134,500 sq ft) and 26,000 sq m (279,760 sq ft) and a factory internal loading area of between 450 sq m (4842 sq ft) and 500 sq m (5380 sq ft)
- (b) ancillary office and welfare facilities of between 2,800 sq m (30,128 sq ft) and 3,000 sq m (32,280 sq ft)
- (c) a vessel crew facility of between 610 sq m (6,564 sq ft) and 1,360 sq m (14,634 sq ft).
- (d) a plant room of between 550 sq m (5380 sq ft) and 640 sq m (6,886 sq ft)
- (e) a sprinkler tank of between 7.5 m (24 ft 8 ins) and 8.5 m (27 ft 10 ins) diameter
- (f) Three security buildings of between 50 sq m (538 sq ft) and 182 sq m (1,958 sq ft) each
- (g) helicopter landing site facilities of between 40 sq m (430 sq ft) and 50 sq m (538 sq ft)
- (h) parking for 300 cars to include 15 disabled spaces and 15 enlarged car parking spaces
- (i) open areas for the storage, handling, assembly and testing of wind turbine components
- (j) ancillary infrastructure including sub station(s), lighting, internal roads for the movement of cargo and personnel, HGV holding area, flood defence works, site re-profiling and surfacing, security fencing and associated infrastructure.



2) Outline planning permission with details of access and layout included for development of an area of 2,025 sq m (21,789 sq ft) as a helicopter landing site. (Green Port Hull)

At:- Land To The South Of Hedon Road, Alexandra Dock Complex, Kingston Upon Hull,

has been APPROVED for the following reasons:

It is considered that the Environmental Statement and environmental information has satisfactorily addressed the likely impacts of the development and has included mitigation measures, compensation measures and monitoring procedures to ensure that the development is carried out and is operated to the required standards. Additionally the impact on the nearby areas of nature conservation interest have been considered and there are Imperative Reasons of Overriding Public Interest which justify the identified adverse affects on integrity to the nearby areas of Nature Conservation occasioned by the project.

Consequently it is considered that the proposal complies with Government guidance and is in line with the adopted Development Plans and is considered, on balance, taking into account all the material considerations, objections, and the other matters referred to in the planning officer's report, to be acceptable subject to conditions and legal agreement.

You do not have planning permission until you have submitted details to comply, where required, with the following conditions, and the Council has agreed such details. In some cases you must write to us with the required details before you start any work, as specified in the condition. Current fees for agreeing details are £25 for a householder permission, £85 otherwise (per request, rather than per condition).

And subject to the following conditions:

1) Applications for the approval of reserved matters shall be made to the Local Planning Authority within five years of the date of this permission and the development hereby permitted shall be begun within 2 years of the date of the last of the reserved matters to be approved, (to comply with the provisions of Section 51 of the Planning and Compulsory Purchase Act 2004)

2) Before the development begins approval of the reserved matters, i.e.

layout,

scale,

appearance,

landscaping,

shall be obtained in writing from the Local Planning Authority for the items listed under item 1 in the description, and the development shall be carried out as approved (in order that the Local Planning Authority may be satisfied as to the details of the development and to comply with policy BE1 of the Local Plan).

3) Before the development begins approval of the reserved matters, i.e.,

scale,

appearance,

landscaping,

shall be obtained in writing from the Local Planning Authority for the items listed under item 2 in the description, and the development shall be carried out as approved (in order that the Local Planning Authority may be satisfied as to the details of the development and to comply with policy BE1 of the Local Plan).

4) The development hereby approved shall be carried out in accordance with the terms of the submitted application and as shown on Drawing No. 11DEC230C GREEN PORT HULL - EXISTING SURFACES - Indicative, 11DEC280L GREEN PORT HULL - MAIN APPLICATION BOUNDARY , 11DEC281D GREEN PORT HULL - DEMOLITION PLAN , 11DEC288H GREEN PORT HULL APPLICATION AREAS , 11DEC292G GREEN PORT HULL - PROPOSED SURFACES - Indicative, 11DEC291C GREEN PORT HULL - ACCESS AND LAYOUT FOR HELICOPTER LANDING SITE , 11DEC296C GREEN PORT HULL - UTILITIES ASSESSMENT - GENERAL ARRANGEMENT , 11DEC297C GREEN PORT HULL - UTILITIES ASSESSMENT - WESTERN SITE ENLARGED DETAILS , 11DEC298G GREEN PORT HULL - FINISHED LEVELS - Indicative, 11DEC033J GREEN PORT HULL - PUBLIC RIGHT OF WAY DIVERSION PLAN - Indicative, 11/DEC/305A GREEN PORT HULL - INDICATIVE ILLUSTRATION OF THE PROPOSED WIDER GREEN PORT HULL DEVELOPMENT - Indicative, FIGURE 2.4-FIGURE PL01 MAIN APPLICATION INDICATIVE DEVELOPMENT PROPOSALS - Indicative, FIGURE PL02 WESTERN ACCESS DETAILS , FIGURE PL03 INDICATIVE FLOOD ZONES - Indicative, 11-016P001C - Factory - Indicative, 11-016P002C - Vessel Crew Facility - Indicative, 11-016P004C - Factory, Office, Plant Room and Sprinkler Tank - Indicative, 11-016P005B - Office and Welfare Facilities - Indicative,

11-016P006B - West and East Security Gatehouse - Indicative, 11-016P007A - South Security Gatehouse- Indicative, except where amended by other conditions of this permission (to define the terms of the permission in accordance with policy G2 of the Local Plan).

- 5) Before the development hereby permitted commences a scheme indicating the provision to be made for persons with a mobility impairment to gain access to the premises shall be submitted to and approved by the Local Planning Authority. The agreed scheme shall be implemented before the development hereby permitted is brought into use (to ensure suitable access for persons with a mobility impairment, and to comply with policy BE10 of the Local Plan).
- 6) Before the development begins details of the surface materials of all roads, footpaths and hard landscaped areas in the development shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out as approved (in the interests of visual amenity and to comply with policy BE1 of the Local Plan).
- 7) Before the development begins details of a scheme to provide a means of enclosure for the site shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of the positions, design, and material of the means of any walls, fences or other means of enclosure to be erected. The approved means of enclosure shall be installed before the occupation of the building commences and thereafter retained (in the interests of visual amenity, and to comply with policy BE1 of the Local Plan).
- 8) Unless otherwise agreed no development shall take place until a report identifying how the development will reduce its predicted carbon emissions by at least 10% by using renewable or other low carbon energy technologies, has been submitted to and approved by the Local Planning Authority. Unless otherwise agreed in writing by the local planning authority, the development shall then be constructed in accordance with the approved report. Before any unit is occupied, any on site renewable energy or other low carbon energy equipment serving that unit, identified in the approved report to be required to meet the 10% level shall have been installed and available for use (in the interests of sustainability and to minimise the development's impact on climate change and to comply with policy H1 of the Local Plan and policy ENV 5 of the Regional Spatial Strategy).
- 9) The buildings hereby approved shall be constructed to a minimum Breeam standard of 'very good' (to comply with Policy CS9 of the Core Strategy Publication version 2011, and policies ME1 and BE1 of the Local Plan).
- 10) No development or demolition shall take place until the applicant has secured the implementation of a programme of archaeological work to record those parts of the

building/dock walls which are to be demolished, disturbed or concealed by the proposed development, in accordance with a detailed written scheme of investigation, which has been submitted by the applicant, and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details (to protect archaeological and heritage interests, and to comply with policies BE31, BE32 and BE33 of the Local Plan).

11) A Conservation Management Plan (CMP) shall be undertaken, to incorporate all surviving elements relating to the Victorian dock complex. The CMP shall cover all four listed structures at Alexandra Dock and shall include a Statement of Significance for the individual elements and the complex as a whole through an examination of the standing fabric and historic analysis. The CMP shall also outline a management plan for the future repair, as required, and maintenance of the structures to ensure measures are in place to secure their future survival. The CMP shall also provide a schedule of works to reflect the needs of the individual structures. These will be informed by structural surveys of the Hydraulic Engine House and Tower and the 100 ton Steam Crane.

The CMP shall be submitted before development commences and shall be implemented in accordance with the details as set out in the agreed Plan. Any alterations to the agreed plan shall be submitted to the Local Planning Authority for approval in writing before their implementation and the works approved shall thereafter be operated in accordance with those revisions (in order to ensure a satisfactory quality of development and to comply with policies BE1, BE27, BE28, BE29, and BE30 of the Local Plan and Joint Structure Plan policy ENV6).

12) Repairs shall be undertaken to the Hydraulic Engine House and, if necessary, the Steam Crane to halt further deterioration of these structures and the necessary ongoing maintenance of the site's Listed Buildings shall be implemented in line with the Conservation Management Plan (in order to ensure a satisfactory quality of development and to comply with policies BE1, BE27, BE28, BE29, and BE30 of the Local Plan and Joint Structure Plan policy ENV6).

13) Any external lighting shall be flat glass full cut off design with horizontal mountings, to prevent light spill above the horizontal. The lighting shall also be designed to minimise light disturbance the Humber Estuary wildlife habitats. No final lighting schemes shall be brought into use without the prior permission of the local planning authority following notification with Humberside Airport (To prevent dazzle, in the interest of aviation safety and local plan policy G2 and to ensure there is no adverse effect on the interest features of the Humber Estuary SPA/Ramsar site to comply with policies NE17, ME2 and E1 of the Local Plan, Joint Structure Plan policy ENV6).

14) Prior to development commencing a 'Construction and Environment Management Plan' (CEMP) shall be submitted to and agreed in writing by the Local Planning Authority. This plan shall be in accordance with the provisions of BS 5228; Code of Practice for Noise and Vibration Control for construction and open sites, to control construction noise and vibration from the development and the control of dust and emissions from construction and demolition best practice guidance produced by London Councils and the Greater London Authority and shall include the following:-

- a. The provision of aviation lighting shall be fitted in accordance with the requirements set out in Civil Aviation Publication CAP168 to all structures (both temporary and permanent) and cranes required for site operation over 45m AGL. The aviation lighting scheme shall be approved by the local planning authority following notification to Humberside Airport;
- b. No cranes required for construction shall be operated above 170m Above Ground Level without the prior permission of the local planning authority following notification with Humberside Airport;
- c. Noise and vibration controls on piling, dredging and details of mitigation measures such as barrier attenuation, hours of work and noise monitoring.;
- d. Dust and emission control measures for all stages of the demolition and construction of the site; and
- e. Emission controls from vehicles and plant associated with the construction/demolition and details of monitoring methods to ensure emissions remain within acceptable levels at all times.
- f. Access and layout of on-site car parking for construction staff;
- g. Construction staff shift patterns, including mechanism for changing shifts and the traffic impact on the peak hours (07:00-09:00 and 16:00-18:00);
- h. The anticipated profile of construction staff trips to and from the site (mode, number and temporal distribution) during typical and peak stages of construction activity;
- i. Routing and timing strategy for construction vehicles accessing and leaving the site;

- j. Control mechanism(s) to ensure delivery related vehicular movements do not occur in peak periods 07:00 to 09:00 and 16:00 to 18:00 on each day of operation;
- k. Measures to prevent spillage or depositing of mud and debris from construction vehicles on public highways and;
- l. Location of construction compounds;

The CEMP shall be implemented in accordance with the details as set out in the agreed Plan. Any alterations to the agreed plan shall be submitted to the Local Planning Authority for approval in writing before their implementation and the works approved shall thereafter be operated in accordance with those revisions (in the interests of amenity, aviation safety to prevent dazzle, and to ensure there is no adverse effect on the interest features of the Humber Estuary SPA/Ramsar site to comply with policies NE17, ME2, E1, G2 and M29 of the Local Plan, Joint Structure Plan policy ENV6).

15) Prior to the commencement of demolition and/or construction works the applicant will offer structural surveys to owners of residential properties in the vicinity of the application site in accordance with a plan/scheme to be submitted and agreed with the Local Planning Authority prior to any demolition and/or construction works being carried out (in the interests of amenity and to comply with policies E1 of the Local Plan).

16) A detailed written remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment shall be prepared and submitted to the Local Planning Authority. This scheme shall include reference to the proposed gas protection measures and the prevention of exposure of landscaped areas, which may contain contamination in the form of asbestos and benzo-(a)-pyrene, to employees working on the site. The scheme shall include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme shall ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. The approved remediation scheme, unless otherwise agreed in writing beforehand, shall be carried out in accordance with its terms prior to the commencement of development. The Local Planning Authority shall be given two weeks written notification of commencement of the remediation scheme works. Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out shall be produced, and is subject to the approval in writing of the Local Planning Authority.

17) In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken, and where remediation is necessary a remediation scheme must be prepared, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme, a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority.

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors (in accordance with policy E1 and ME4 of the Local Plan).

18) Should any soil be imported on to site for gardens or landscaped areas, documentation/test certificates for the imported material shall be submitted to, and approved in writing by the Local Planning Authority. The documentation/test certificates shall include:

- (i) the source of the soil;
- (ii) the ratio of samples taken per volume of soil in cubic metres;
- (iii) the proposed analytical suite of contaminants including metals, total petroleum hydrocarbons (TPH), speciated polycyclic aromatic hydrocarbons (PAH's) and other contaminants deemed necessary
- (iv) the assessment criteria against which the analytical results will be compared, to assess the suitability for use.

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors (in accordance with policy E1 and ME4 of the Local Plan).

19) No development shall take place until details of the proposed means of disposal of foul water from the site have been submitted to and approved in writing by the Local Planning Authority. No buildings shall be brought into use prior to completion of the approved works (to ensure that proper provision is made for the disposal of foul water, and to comply with policy E1 of the Local Plan).

20) Prior to being discharged into any watercourse, surface water sewer or soakaway system, all surface water drainage from parking areas and hardstandings of over 800 sqm or greater than 49 spaces shall be passed through trapped gullies and an oil interceptor designed and constructed to have a capacity compatible with the site being drained. Roof water shall not pass through the interceptor unless previously agreed in writing by the Local Planning Authority (to prevent pollution of the water environment, and to comply with policies E1 of the Local Plan).

21) A place of safety of a minimum of 5m AOD shall be provided as part of the development in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority before the development begins and thereafter retained (to minimise the risk from flooding and to comply with policy G2 of the Local Plan).

22) No development shall be commenced until a scheme for the management of surface water has been submitted to and agreed in writing by the Local Planning Authority. The scheme shall be in accordance with Chapter 6 of the Flood Risk Assessment completed by URS Scott Wilson, dated November 2011, ref: 136322, unless otherwise agreed in writing beforehand, and shall adopt sustainable drainage principles. The development shall thereafter proceed only in strict accordance with the agreed scheme, including a timetable for implementation to be embedded within it (to ensure that proper provision is made for the disposal of surface water, and to comply with policies E1 of the Local Plan).

23) The development permitted by this planning permission shall only be carried out in strict accordance with the approved Flood Risk Assessment (FRA) completed by URS Scott Wilson, dated November 2011, ref: 136322, unless otherwise agreed in writing beforehand by the Local Planning Authority, and the following mitigation measures detailed within the FRA:

- i. Finished floor levels of the buildings shall be set no lower than 6.39 metres Above Ordnance Datum (AOD), as detailed in Chapter 7 'Residual Flood Risk Mitigation';
- ii. Flood-proofing measures to a minimum height of 300 mm above finished floor levels, as detailed in Chapter 7 'Residual Flood Risk Mitigation', shall be incorporated within the proposed development;
- iii. Flood resilient measures as detailed in paragraph 7.7 of Chapter 7 'Residual Flood Risk Mitigation', shall be incorporate within the proposed development.



iv. Ground levels shall not be increased above the agreed heights unless otherwise agreed beforehand in writing by the Local Planning Authority (to minimise the risk from flooding and to comply with policy G2 of the Local Plan and National Planning Policy Framework ).

24) All downpipes carrying rain water from areas of roof shall be sealed at ground-level prior to the occupation of the development. The sealed construction shall thereafter be retained throughout the lifetime of the development (to prevent pollution of the water environment, and to comply with policies E1 of the Local Plan).

25) Inspection manholes shall be provided on all foul and surface water drainage runs such that discharges from individual units can be inspected/sampled if necessary. All manhole covers shall be marked to enable easy recognition. Foul shall be marked in red. Surface water shall be marked in blue. Direction of flow will also be denoted. Where more than one discharge point is proposed, manholes shall also be numbered accordingly to correspond with their respective discharge point. (to prevent pollution of the water environment and to allow pollution incidents to be more readily traced to comply with policies E1 of the Local Plan).

26) The building(s) hereby approved shall not be occupied until a means of vehicular access to serve it has been constructed in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority (in the interests of amenity and public safety and to comply with policy M29 of the Local Plan).

27) The building(s) hereby approved shall not be occupied until cycle parking facilities have been provided in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority. The cycle parking shall subsequently be retained in its entirety for such use (in order to ensure adequate provision for cyclists and to comply with policies M33 and BE1 of the Local Plan).

28) The building(s) hereby approved shall not be occupied until parking facilities for motor cycles, mopeds and scooters have been provided in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority. The parking facilities shall subsequently be retained in their entirety for such use (in order to ensure adequate provision for motor cyclists and to comply with policies M19, M29 and BE1 of the Local Plan).

29) In accordance with a scheme to be submitted prior to the development commencing for written approval to the Local Planning Authority provision shall be made and retained within the site at all times for the parking, loading and unloading of vehicles and for vehicles

to turn so that they may enter and leave the site in forward gear (in the interests of public safety and to comply with policies M28 and BE1 of the Local Plan.

30) Unless otherwise agreed in writing with the Local Planning Authority at no time shall any part of the vehicle parking, servicing, or manoeuvring areas shown on the approved plans be used for the open storage of goods (in order to ensure the availability of parking, servicing, and manoeuvring space within the site and to comply with policy M28 and BE1 of the Local Plan).

31) Any development that would render any part of the Public Right of Way Footpath Number 22 unusable or inaccessible shall not be carried out until the affected section of the existing Public Right of Way has been diverted and is available for use on an appropriate route in accordance with a confirmed Diversion Order or other Statutory Order (in the interests of public safety and amenity and to comply with policies M9 and M29 of the Local Plan).

32) Unless otherwise agreed in writing with the Local Planning Authority any changes to staff shift patterns must be notified in writing to the Local Planning Authority (in the interest of highway safety and to comply with policies G2 and M29 of the Local Plan)

33) i) No development shall take place until a landscaping scheme with full details of both hard and soft landscape works has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include indications of all existing trees and hedgerows on the site and details of any to be retained; measures for their protection in the course of development; and details of the species, size at planting, numbers, densities, location and proposed timing of new planting.

ii) The building(s) hereby approved shall not be occupied until the hard landscaping works have been carried out in accordance with the approved details. All planting, seeding or turfing comprised in the approved details of the landscaping shall be carried out in the first planting season following the commencement of the development unless an alternative phasing scheme has been approved by the Local Planning Authority. Any trees or plants which die, are removed or become seriously damaged or diseased within a period of 5 years from the implementation of the landscaping scheme, shall be replaced in the next planting season with others of similar size and species, (in the interests of environmental improvement and to comply with policies BE1 and BE6 of the Local Plan).

34) Before the development begins details of any earthworks shall be submitted to and approved in writing by the Local Planning Authority. These details shall include the proposed grading and mounding of the site including the levels and contours to be formed

and the relationship of the proposed earthworks to the surrounding landform. The development shall be carried out and retained as approved (in the interests of amenity and to comply with policies BE6 and BE1 of the Local Plan).

35) Prior to occupation an Operational Management Plan (OMP) shall be submitted to and agreed in writing to the Local Planning Authority. The plan shall contain as a minimum details of the following:

- a. Overall number, location and management of parking identifying specific numbers of:
  - i. Car share spaces;
  - ii. Disabled spaces;
  - iii. Passenger drop off places - private car / taxi;
  - iv. HGV parking/holding areas.
- b. the anticipated profile of operational staff trips to and from the site (mode, number and temporal distribution) during typical operations;
- c. Routing strategy and timing for:
  - i. Heavy goods vehicles parking, routing and timing;
  - ii. Abnormal loads parking, routing and timing;
  - iii. Private cars/vans, cycles, motorcycles
- d. Control mechanism(s) to ensure delivery related vehicular movements do not occur in peak periods 07:00 to 09:00 and 16:00 to 18:00 on each day of operation;
- e. Means of access/egress to and from the site and routing through the site for pedestrians and cyclists; and
- f. The provision of aviation lighting shall be fitted in accordance with the requirements set out in Civil Aviation Publication CAP168 to all structures (both temporary and permanent) and cranes over 45m AGL. The aviation lighting schemes shall be approved by the local planning authority following notification with Humberside Airport;

The Operational Management Plan shall be implemented in accordance with the details as set out in the agreed Plan. Any alterations to the agreed plan shall be submitted to the Local Planning Authority for approval in writing before their implementation and the development

shall thereafter be operated in accordance with those revisions in the interests of highway safety and to comply with policies G2 and M29 of the Local Plan.

36) Before commencement of the operation the applicant shall submit a finalised Operational Noise Management Plan (ONMP) for approval by the Local Planning Authority. The ONMP shall provide details of:-

- a. all sources of noise from the Green Port Hull site;
- b. roles and responsibilities of the Green Port Hull staff for the implementation and operation of the ONMP;
- c. noise limits that will be adhered to;
- d. the definition of night time and day time hours;
- e. the excluded works during night time hours;
- f. the procurement of plant and equipment to ensure that all purchases secure the quietest equipment available;
- g. the provision and maintenance of a noise barrier between the Green Port Hull site and residential properties on Corinthian Way;
- h. details on the ongoing noise modelling and monitoring works that will be undertaken during the life of the development;
- i. details of the noise mitigation grant that will be made available to specified residential properties and methods of providing the grant/works through legal agreement; and
- j. details of provisions for regular consultation and reporting between the applicants and the Local Planning Authority and also the details of a complaints procedure.

The ONMP shall be implemented in accordance with the details as set out in the agreed Plan. Any alterations to the agreed plan shall be submitted to the Local Planning Authority for approval in writing before their implementation and the works approved shall thereafter be operated in accordance with those revisions (in the interests of amenity and to comply with policies ME2 and E1 of the Local Plan).

37) Before commencement of operation, training on the Operational Noise Management Plan (ONMP) shall be provided to all relevant staff at Green Port Hull. Details of the training, roles and responsibilities of the staff shall be submitted to the Local Planning Authority for written approval (in the interests of amenity and to comply with policies ME2 and E1 of the Local Plan).

38) Before use of the helicopter landing site commences the applicant shall submit a Helicopter Site Management Plan for approval to the Local Planning Authority in accordance with the likely level of operation as detailed in the Environmental Statement. Within this plan details of the flight paths, type of helicopter to be used, frequency of use and noise levels of helicopter shall be provided (in the interests of amenity and to ensure there is no adverse effect on the interest features of the Humber Estuary SPA/Ramsar site to comply with policies NE17, ME2 and E1 of the Local Plan, Joint Structure Plan policy ENV6 )

Yours Faithfully



Dave Harris  
Development Manager

URS Scott Wilson  
West One  
Wellington Street  
LEEDS  
LS1 1BA

Chris Peach (Chris.Peach@hullcc.gov.uk)  
Tel. (01482)612734

15 October 2012

Dear Sir(s)

**The Town and Country Planning (General Permitted Development Order)  
1995  
Part 11 - Development under Local or Private Acts or Orders  
Application for prior approval determination**

**Your Application:- 00031772B  
(Check on-line with System Reference Number:- 11/01178/PAAD)**

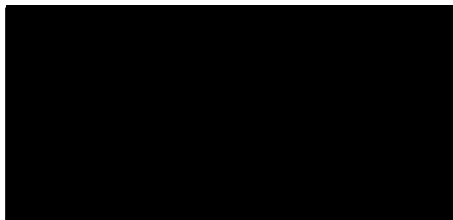
Infilling of parts of Alexandra Dock (7.68 Ha; 19 Acres), construction of 2 roll on - roll off ramps within the Dock, and refurbishment of existing eastern lead in jetty to Alexandra Dock, in connection with Green Port Hull development Notification under The Town and Country Planning (General Permitted Development) Order 1995 for prior approval of detailed plans and specifications to carry out works under part 11 of the Order.

At:- Alexandra Dock, Hedon Road, Kingston Upon Hull,

I am writing to inform you that prior approval of the Local Planning Authority is required for the method of demolition of the above buildings and the proposed restoration of the site.

I can confirm that prior approval has been GRANTED.

Yours Faithfully



Dave Harris  
Development Manager



Planning Development Control, 2<sup>nd</sup> Floor, Kingston House, Bond Street, Hull, HU1 3ER

KINGSTON UPON HULL



CITY COUNCIL

## Development Management Section

Kingston House, Bond Street,  
Kingston upon Hull. HU1 3ER.

Fax No. (01482) 612350

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### Group Directorate for Regeneration and Development

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15 October 2012

Dear Sir(s)

## PLANNING (LISTED BUILDINGS AND CONSERVATION AREAS) ACT 1990

**Your Application:- 00031772C**  
**(Check on-line with System Reference Number :- 11/01180/LBC)**

Listed Building Consent Application for works associated with the Green Port Hull development involving:-

- 1) The alteration of Alexandra Dock wall (western section) by the removal of sections of coping stones - approximate length affected 1292 metres (4,239ft), and the subsequent partial infilling of Alexandra Dock. The altered dock wall which remains will form part of the infilled dock and will be covered with material and remain in place otherwise structurally unaltered and preserved in situ by the subsequent infilling works.
- 2) Alteration of Alexandra Dock wall (south wall, east of C Jetty) by the removal of approximately 53 metres (174ft) of coping stones and courses of stonework to a maximum depth from ground level of 2.85 metres (9'4") and the addition of a new reinforced concrete ramp with appropriate foundations to provide a profiled ramp to facilitate the roll-on roll-off of shipping cargo.

At:- Alexandra Dock, Hedon Road, Kingston Upon Hull,

has been APPROVED for the following reason:-

It is considered that the Environmental Statement and environmental information has satisfactorily addressed the likely impacts of the development and has included mitigation measures and monitoring procedures to ensure that the development is carried out and is operated to the required standards. Additionally the impact on the nearby areas of nature



conservation interest have been considered and there are Imperative Reasons of Overriding Public Interest which justify the identified adverse affects on integrity to the nearby areas of Nature Conservation occasioned by the project..

The proposed works to the heritage asset are considered justified and provide clear and convincing justification.

Consequently it is considered that the proposal complies with government guidance and is in line with the adopted and emerging Development Plans and is considered, on balance, taking into account all the material considerations, objections, and the other matters referred to in the planning officer's report, to be acceptable subject to the following conditions: -

You do not have listed building consent until you have submitted details to comply, where required, with the following conditions, and the Council has agreed such details. In some cases you must write to us with the required details before you start any work, as specified in the condition.

- 1) The development hereby permitted shall be begun within three years of the date of this permission (to comply with the provisions of Section 51 of the Planning and Compulsory Purchase Act 2004).
- 2) The development hereby approved shall be carried out in accordance with the terms of the submitted application and as shown on Drawing no. 11/dec284e s73 location plan, 11/dec288h s73 general arrangement, 11dec289c harbour revision order 2006 - revised detailed plans &, Specifications - general arrangement, 11dec290d harbour revision order 2006 - revised detailed plans &, Specifications - roosting structures, except where amended by other conditions of this permission (to define the terms of the permission in accordance with policy G2 of the Local Plan).
- 3) No development or demolition shall take place until the applicant has secured the implementation of a programme of archaeological work to record those parts of the building/dock walls which are to be demolished, disturbed or concealed by the proposed development, in accordance with a detailed written scheme of investigation, which has been submitted by the applicant, and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details (to protect archaeological and heritage interests, and to comply with policies BE31, BE32 and BE33 of the Local Plan and National Planning Policy Framework guidance).



4) A Conservation Management Plan (CMP) shall be undertaken, to incorporate all surviving elements relating to the Victorian dock complex. The CMP will cover all four listed structures at Alexandra Dock and shall include a Statement of Significance for the individual elements and the complex as a whole through an examination of the standing fabric and historic analysis. The CMP will also outline a management plan for the future repair, as required, and maintenance of the structures to ensure measures are in place to secure their future survival. The CMP will also provide a schedule of works to reflect the needs of the individual structures. These will be informed by structural surveys of the Hydraulic Engine House and Tower and the 100 ton Steam Crane (in order to ensure a satisfactory quality of development and to comply with policies BE1, BE27, BE28, BE29, and BE30 of the Local Plan and Joint Structure Plan policy ENV6 plus guidance within National Planning Policy Framework).

5) A photographic record of the dock wall shall be made from inside and outside the Dock, primarily focussing on the layout of the structure alongside reference to historic aerial photographs. A permanent record of the physical extent of Alexandra Dock, as originally constructed, shall be carried out in accordance with current English Heritage guidelines and in accordance with a detailed written scheme, which shall be submitted by the applicant, and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details (to protect and record archaeological and heritage interests, and to comply with policies BE31, BE32 and BE33 of the Local Plan and in accordance with the advice contained within National Planning Policy Framework).

6) Any coping stones removed will used in the following order of priority:

- a) replacement of any broken examples identified elsewhere at Alexandra Dock;
- b) incorporated into the landscaping associated with the separate footpath application to enhance public appreciation of the historic dock;
- c) stockpiled at the proposed development site for future repair/ use;
- d) a selection will be made available to the Council for use elsewhere within Hull; and
- e) the remainder will be buried at a known location within the partial infill of Alexandra Dock.

In accordance with an approved detailed written scheme, which shall be submitted by the applicant to the Local Planning Authority. Development shall be carried out in accordance with the Local Planning Authority approved details (to protect archaeological and heritage

interests, and to comply with policies BE31, BE32 and BE33 of the Local Plan and in accordance with the advice contained within National Planning Policy Framework).

7) Prior to development commencing a construction management plan shall be submitted in writing to the Local Planning Authority. This plan shall be in accordance with the provisions of BS 5228; Code of Practice for Noise and Vibration Control for construction and open sites, to control construction noise and vibration from the development and the control of dust and emissions from construction and demolition best practice guidance produced by London Councils and the Greater London Authority and shall include the following:-

a. The provision of aviation lighting shall be fitted in accordance with the requirements set out in Civil Aviation Publication CAP168 to all structures (both temporary and permanent) and cranes required for construction purposes over 45m AGL. The aviation lighting schemes shall be approved by the local planning authority following notification with Humberside Airport and East Midland Airport;

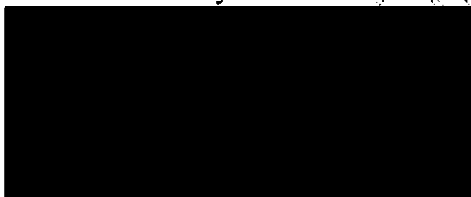
b. noise and vibration controls on piling, dredging and details of mitigation measures such as barrier attenuation, hours of work and noise monitoring.;

c. dust and emission control measures for all stages of the demolition and construction of the site; and

d. emission controls from vehicles and plant associated with the construction/demolition and details of monitoring methods to ensure emissions remain within acceptable levels at all times.

(in the interests of amenity and to comply with Local Plan policies ME2 and BE1 and to prevent dazzle, in the interest of aviation safety and local plan policy G2).

Yours Faithfully



Dave Harris  
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Chris Peach (Chris.Peach@hullcc.gov.uk)  
Tel. (01482)612734

15 October 2012

Dear Sir(s)

**TOWN AND COUNTRY PLANNING ACT 1990**

**APPLICATION FOR PLANNING PERMISSION TO DEVELOP LAND**

**Your Application:- 00031772D**

**(Check on-line with System Reference Number:- 12/00005/FULL)**

- 1) Engineering works, including raising ground levels to a maximum height of 1.75 metres (5'9") above existing levels to the west of Alexandra Dock, 1.1 metres (3'8") above the level of the proposed footpath to the north west of Alexandra Dock and realignment of a small section of flood defence wall and raising of land to a maximum of 0.72 metres (2'4") to the south east of Alexandra Dock.
- 2) Provision of hard surfaces, viewing areas and improved access to the south east of Victoria Dock and to the north east of Alexandra Dock.
- 3) Provision of plinths, seating, information boards, railway sleeper feature walls, display boards and signage.
- 4) Provision of 41 lighting columns comprising maximum height of 5 metre (16'5") to the west of Alexandra Dock and 6 metre (19'8") maximum height elsewhere.
- 5) Erection of 3 metre (9'9") high palisade fencing with green finish to the west of Alexandra Dock.
- 6) Provision of hard and soft landscaping.

At:- Land To The East Of Victoria Dock; North, East And West Of Alexandra Dock, Hedon Road, Kingston Upon Hull,

has been APPROVED for the following reasons:



Planning, Development Management Section, Hull City Council,  
Kingston House, Bond Street, Hull HU1 3ER

The proposed works would provide benefits to the area and site and is considered to comply with Regional Spatial Strategy policies YH1, YH4, HE1B, HE1C, HE1F, and ENV9; Joint Structure Plan policies DS7, SP5, ENV2, ENV3, ENV6 and ENV7; Local Plan policies G1, G2, G4, ME1, ME2, UR1, UR2, NE13, NE14, NE15, NE17, BE1, BE6, BE9, BE10; BE28, BE32, M1, M2, M3, M9, M29, E4, E11, and D6; Draft Core Strategy policies CS1, CS5, CS7, CS8, and CS9; in compliance with National Planning Policy Framework, National Policy Statement for Ports; and in accordance with Habitats and Species Regulations 2010.

You do not have planning permission until you have submitted details to comply, where required, with the following conditions, and the Council has agreed such details. In some cases you must write to us with the required details before you start any work, as specified in the condition. Current fees for agreeing details are £25 for a householder permission, £85 otherwise (per request, rather than per condition).

And subject to the following conditions:

- 1) The development hereby approved shall be carried out in accordance with the terms of the submitted application and as shown on Planning Application Accompanying Letter , Planning Statement Design and Access Statement , Heritage Statement , Utilities Assessment , Tree Report Planting Strategy , Lighting Assessment , Lighting Proposals , Flood Risk Assessment Phase 1 , Contamination Assessment Preliminary Assessment of Land Contamination , Preliminary Assessment of Land Contamination Pro-forma , Drawing 11/DEC/283 Rev F Application , Boundaries Drawing 11/DEC/300 Rev B , Proposed Surfaces Drawing 11/DEC/231 Rev B , Existing Surfaces Proposed Footpath Works Drawings 11/208 AA (00) 002 to 017) ; Specifications for Fencing – Palisade, Protek 1000 and Ascot Timber Rail , Specifications for lighting columns – 5m, 6m and 6 m curved , Specifications for Seating Specifications for Plinth , Specifications for Railway Sleeper Wall , Specifications for Display Board Specifications for Signage , Specifications for Information Boards, except where amended by other conditions of this permission (to define the terms of the permission in accordance with policy G2 of the Local Plan).
- 2) The development hereby permitted shall be begun within three years of the date of this permission (to comply with the provisions of Section 51 of the Planning and Compulsory Purchase Act 2004).
- 3) Unless otherwise agreed in writing with the Local Planning Authority, the following shall be prohibited over or within 50 metres either side of the central line of the sewer that runs along Hedon Road i.e. a total protected width of 100m,:-

Buildings or other obstructions;

Ground investigations/excavation works that may interfere with the water table;

Dewatering operations;

Piling or other construction activities.

(in order to protect the mains disposal main and to prevent pollution to the local aquatic and marine environment and to comply with Local Plan policy ME2)

4) The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) by URS Scott Wilson, dated September 2011, ref: D136322 and the following mitigation measure detailed within the FRA:

Surface water run-off generated by from the Victoria Dock section of footpath shall be limited by means of gravel filter trench, as detailed in Chapter 4, section 4.3.

(to prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site and to comply with policy G2 of the Local Plan.)

5) Before development begins a scheme to provide public art (within the site) (in a location to be agreed in writing by the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include an implementation schedule. Unless otherwise agreed the approved details shall be carried out in accordance with the schedule and thereafter retained. In the interests of the amenity of the area and to comply with policies CF1, BE1 and BE15 of the Local Plan.

6) i) No development shall take place until a landscaping scheme with full details of both hard and soft landscape works has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include indications of all existing trees and hedgerows on the site and details of any to be retained; measures for their protection in the course of development; and details of the species, size at planting, numbers, densities, location and proposed timing of new planting.

ii) The use hereby approved shall not commence until the hard landscaping works have been carried out in accordance with the approved details. All planting, seeding or turfing comprised in the approved details of the landscaping shall be carried out in the first planting season following the commencement of the development unless an alternative phasing

scheme has been approved by the Local Planning Authority. Any trees or plants which die, are removed or become seriously damaged or diseased within a period of 5 years from the implementation of the landscaping scheme, shall be replaced in the next planting season with others of similar size and species, (in the interests of environmental improvement and to comply with policies BE1 and BE6 of the Local Plan).

7) In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken, and where remediation is necessary a remediation scheme must be prepared, which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme, a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority.

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors (in accordance with policy E1 and ME4 of the Local Plan).

8) Should any soil be imported on to site for gardens or landscaped areas, documentation/test certificates for the imported material shall be submitted to, and approved in writing by the Local Planning Authority. The documentation/test certificates shall include:

- (i) the source of the soil;
- (ii) the ratio of samples taken per volume of soil in cubic metres;
- (iii) the proposed analytical suite of contaminants including metals, total petroleum hydrocarbons (TPH), speciated polyaromatic hydrocarbons (PAH's) and other contaminants deemed necessary
- (iv) the assessment criteria against which the analytical results will be compared, to assess the suitability for use.

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors (in accordance with policy E1 and ME4 of the Local Plan).

Yours Faithfully



Dave Harris  
Development Manager

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