BLAKE MORGAN

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

New Kings Court
Tollgate
Chandler's Ford
Eastleigh SO53 3LG

DX 155850 Eastleigh 7

DDI: 023 8085 7431
T: 023 8090 8090
F: 0844 620 3401
E: adrian.noviss@blakemorgan.co.uk

www.blakemorgan.co.uk

By email only: aquind@planninginspectorate.gov.uk

Our ref: 00584927/000006

6 October 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)
Notification of Request to participate in Open Floor Hearing, Compulsory Acquisition Hearing, and Draft DCO Hearing on behalf of Mr. Geoffrey Carpenter and Mr Peter Carpenter (Registration Identification Number: 20025030)
Submitted in relation to Deadline 1 of the Examination Timetable

Mr Geoffrey Carpenter and Mr Peter Carpenter (our "**Clients**") jointly own the freehold interest in land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL. The area covered by plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 fall within our Clients' freehold interest. Our Clients also benefit from a right of way over plot numbers 1-60, 1-63 and 1-65 (also covered by Footpath 4 and Footpath 16).

We refer to your letter dated 15 September 2020 issued in connection with Section 89 of The Planning Act 2008 and Rules 8, 9 & 13 of The Infrastructure Planning (Examination Procedure) **[PD-012]** ("**Rule 8 Letter**").

Open Floor Hearings (OFH1 / OFH2)

The Rule 8 Letter **[PD-012]** requires notification as to whether our Clients wish to speak at one of the Open Floor Hearings.

We confirm that our Clients wish to speak at Open Floor Hearing 1 (scheduled for Monday 7 December at 10:00 hrs), but they can also make themselves available to speak at Open Floor Hearing 2 (scheduled for Monday 7 December at 18:30 hrs) if there is a high demand to speak at Open Floor Hearing 1.

Whilst formal written representations are being submitted on their behalf setting out legal and other technical arguments, our Clients feel it is vital to personally present their position using their own "layman's" terms. The proposals are going to have a direct and significant impact on our Clients' lives and livelihoods, which makes it a very personal matter to them. Our Clients will be losing part of their farm and business. Our Clients would like a platform from which they can express directly to the Examining Authority the personal, sociological and emotional impacts the proposals will have on them. As the nature of open floor hearings is to give an opportunity to affected parties to speak directly and personally to the Examining Authority, this would be an appropriate forum for our Clients.

Compulsory Acquisition Hearings (CAH1 / CAH2)

The Rule 8 Letter **[PD-012]** also requires notification as to whether our Clients wish to speak at one of the Compulsory Acquisition Hearings. Our Clients are Affected Persons, and as such, we would like to reserve our Client's positon and right to speak (through Blake Morgan LLP).

Plot 1-32 is subject to the compulsory permanent acquisition of the freehold interest. Plots 1-38, 1-69, 1-70, and 1-72 are subject to the compulsory acquisition of permanent new landscaping rights. Plot 1-51 is subject to the compulsory acquisition of new access rights. Plots 1-57 and 1-71 are subject to the power to temporarily use land. Our Clients own the freehold interest to all these plot numbers.

We confirm that Blake Morgan LLP and where necessary, Ian Judd & Partners (as Land and Compulsory Purchase agents for our Clients), would like to reserve a right to speak at Compulsory Acquisition Hearing 2 ("**CAH 2**") (scheduled for Friday 11 December at 10:00 hrs). We are also available to speak at Compulsory Acquisition Hearing 1 ("**CAH1**") (scheduled for Thursday 10 December at 10:00 hrs) if there is a high demand to speak at CAH2, although we note that CAH1 is principally aimed at the Promoter, local authorities and statutory bodies.

We have through our Clients' Written Representations (submitted at Deadline 1) identified serious concerns about the need for and scope of these permanent compulsory acquisition powers. We would wish to discuss the following issues:

1. The scope of the power to compulsorily acquire the freehold interest in plot 1-32 should be reduced so that it only covers the footprint of the proposed converter station under each of options B(i) and B(ii). Most of plot 1-32 is to be landscaped and the Promoter should instead be seeking compulsory acquisition powers to create new permanent landscaping rights over the relevant area instead. We have set out many reasons why this would be a better alternative in our Clients' Written Representations submitted in relation to Deadline 1 of the Examination timetable. The part of plot 1-32 where the new access road is to be located should instead be subject to compulsory acquisition powers to create a new access. There are adequate protections in the draft DCO **[APP-019]** (such as in Articles 23, 30 and 32) to prevent operations which may obstruct, interrupt or interfere with the new access. We request that these changes be made in relation to plot 1-32 together with any related amendments to the Book of Reference **[APP-024]** and the Land Plans **[APP-008]**. The works to construct and commission the converter station is estimated to be between 2021 and 2024.

2. The only way large heavy agricultural vehicles and horses can access our Client's land is via a track, part of which falls within plot 1-71. This plot is subject to the power that will allow the Promoter to temporarily use (and stop-up) that plot. The construction and commissioning works relating to the converter station is estimated to take between 2021 and 2024. This, coupled with the effect of Article 30(3)(a) of the draft DCO **[APP-019]** means that the Promoter could take possession of plot 1-71 (and the track) for a maximum of 4 years. This, to our Clients, would mean that access to their homes and the remainder of their freehold interest would be severely restricted and their business (in whatever form that would remain) would suffer. The draft DCO does not allow for access to be granted for large vehicles or animals during that time. This will lead to a disproportionate negative effect on our Clients and their business when balanced against the reason why this route has to be closed for so long, and we would like to discuss why exceptions cannot be made for our Clients to alleviate the severe impacts this will have on them.

At this stage of the Examination, the above issues are relevant to CAH2 because they relate to the applicability and extent of proposed compulsory acquisition powers as they affect our Clients' freehold interests. We do not know at present whether these issues will be addressed sufficiently and to our Clients' satisfaction by the

Promoter through written representations, or whether our Clients would have entered into a voluntary arrangement with the Promoter (as very slow progress is being made by the Promoter in that regard

too) by the time of CAH2 . As we are being asked to confirm participation at hearings at this stage, we would therefore like to reserve our Clients' position and right as an Affected Person to speak (through Blake Morgan LLP) at CAH2 in relation to the above issues.

Draft DCO Hearing – 9 December 2020 at 10:00 hrs

The Rule 8 Letter **[PD-012]** also requires notification as to whether our Clients wish to speak at the draft DCO Hearing scheduled for 10:00 hrs on Wednesday 9 December 2020.

We would like to only observe this hearing and not speak at it on our Clients' behalf.

Yours faithfully

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We would like to only observe this hearing and not speak at it on our Clients' behalf.

Yours faithfully

[redacted]

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Our ref: 00584927/000006

20 October 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030)

Submitted in relation to Deadline 2 of the Examination Timetable

As you are aware, we act for Mr Geoffrey Carpenter and Mr Peter Carpenter (our "**Clients**").

Our Clients jointly own the freehold interest in land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL.

The area covered by plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 falls within our Clients' freehold interest. Our Clients also benefit from a right of way over plot numbers 1-60, 1-63 and 1-65 (also covered by Footpath 4 and Footpath 16).

We refer to your letter dated 15 September 2020 issued in connection with Section 89 of The Planning Act 2008 and Rules 8, 9 & 13 of The Infrastructure Planning (Examination Procedure) **[PD-012]** ("**Rule 8 Letter**"), which contains the Examination timetable.

1. Requirements for Deadline 2 of the Examination timetable

1.1 The Examination timetable in the Rule 8 Letter **[PD-012]** requires (amongst other things) the following to be submitted at Deadline 2:

1.1.1 Comments on responses for Deadline 1; and

1.1.2 Comments on responses to ExQ1.

1.2 We write in relation to the above two requirements.

2. **Comments on "responses for Deadline 1"**

2.1 We note that "*Comments on responses to Deadline 1*" is a relatively wide requirement. We assume it covers all responses submitted in relation to Deadline 1.

2.2 As you are already aware, the Applicant has submitted a large number of revised application documents and plans (including a revised draft DCO **[REP1-021]**) and that large parts of the Environmental Statement have also been revised. These revised drafts appear to have been submitted in addition to the documents required in relation to Deadline 1, though it is not entirely clear to us at present.

2.3 The Examination timetable states that the list of documents below was required in relation to Deadline 1, and we had envisaged that the documents in red below were the ones that would have been the most relevant to our Clients' to consider commenting on for Deadline 2:

- ***Responses to ExQ1;***
- *Local Impact Reports (LIR) from Local Authorities;*
- *Written Representations (WRs) including summaries of all WRs exceeding 1500 words;*
- ***Responses to Relevant Representations;***
- *Statements of Common Ground (SoCG) requested by the ExA;*
- *Statement of Commonality for SoCG;*
- ***The Compulsory Acquisition Schedule;***
- *Notification by Statutory Parties of their wish to be considered as an Interested Party (IP) by the ExA;*
- *Notification of wish to participate in Open Floor Hearings (OFH1 or OFH2) (see Annex B);*
- *Notification of wish to participate in Compulsory Acquisitions Hearings (CAH1 or CAH2) (see Annex B);*
- *Notification of wish to participate in the Issue Specific Hearing into the draft Development Consent Order (ISH1) (see Annex B);*
- *Submission by the Applicant, IPs and APs of suggested locations for the ExA to include in any Accompanied Site Inspection, including the reason for nomination and issues to be observed, information about whether the location can be accessed using public rights of way or what access arrangements would need to be made, and the likely time requirement for the visit to that location."*

2.4 We note the Examining Authority's ("**ExA's**") letter to the Applicant dated 15 October 2020 **[PD-013]** issued under Rule 17 of The Infrastructure (Examination Procedure) Rules 2010 ("**Rule 17 Letter**"). We note that the Rule 17 Letter requests the Applicant to (amongst other things) provide further reasoning for submitting certain revisions, to confirm whether the Applicant is making a formal request to change the application, and whether additional consultation could be required. We note that it is only after the Applicant provides its responses to the requests made in the Rule 17 Letter that the ExA will then decide whether the relevant changes are material and admissible to the Examination.

2.5 In light of the Rule 17 Letter **[PD-013]** and the large number of additional revised application documents submitted by the Applicant, it is unclear whether we are now required to comment on all or just some of the revised application documents individually, or to submit revised Written Representations at Deadline 2 based on those revised documents, in order to satisfy the requirement that "*Comments on responses for Deadline 1*" must be submitted at Deadline 2. We note that some application documents have been revised as a result of the Applicant's responses to the ExA's First Written Questions **[REP1-091]**.

2.5 To put it another way, we are unclear as to whether all of the additional revised application documents and plans are to be formally treated as "responses for Deadline 1" and whether interested and affected parties are required to comment on all revised documents by Deadline 2.

2.6 To be required to do so would involve a significant amount of work and an effective re-consideration and revision of our Clients' Written Representations **[REP1-232]** by Deadline 2, which we do not believe was the intention of the ExA when it set the requirements for Deadline 2. This is especially so given that the Applicant's responses to Written Representations are also required by Deadline 2.

2.8 In light of the above, we have concluded that subject to further clarification and confirmation from the ExA, we are currently not formally required to comment on all the revised application documents submitted by the Applicant in relation to Deadline 1, by Deadline 2. We have therefore only concentrated on the documents listed in red at paragraph 2.3 of this letter, for the purposes of our Clients' submissions in relation to Deadline 2.

2.9 We respectfully request guidance from the ExA as to whether we are correct in our approach, and if not, which of the revised application documents submitted in relation to Deadline 1 Interested Parties and Affected Parties are still required to consider in light of the Rule 17 Letter **[PD-013]**, and by when. We would also like to in the meantime reserve our Clients' position in relation to all the revised application documents submitted in relation to Deadline 1, until after the ExA has confirmed whether the changes being sought are material and are admissible.

3. Applicant's responses to Relevant Representations

3.1 We have considered the Applicant's responses to Relevant Representations (document reference number 7.9.4) **[REP1-160]** ("**Responses to Relevant Representations**"). Where the Applicant has referred to an application document in its response, we have assumed it is referring to the original version of that document and not any revised version submitted by the Applicant in relation to Deadline 1 of the Examination timetable.

3.2 Our Clients' relevant representations are contained in document number reference RR-055, in relation to Little Denmead Farm (our "**Clients' Relevant Representations**"). To be clear, we are aware that Peter and Dawn Carpenter have also submitted relevant representations in their own names relating to other land they own within the Order Limits (contained in document reference number RR-054). Blake Morgan LLP is not instructed in relation to representations contained in document reference RR-054, and the submissions in this letter is not related to RR-54.

3.3 Our Clients' Relevant Representations **[RR-055]** raised a number of issues. The Applicant's Responses to Relevant Representations **[REP1-160]** do not adequately address them. We take each concern in turn below.

3.4 **Amenity (Noise, dust, and vibration):** Our Clients' Relevant Representations **[RR-055]** state that the dust produced by construction traffic will settle on their fields and paddocks, which will prevent grazing. The noise and vibration associated with such traffic and the cooling fans when the Converter Station is operational will have a significant detrimental impact on our Clients' use and enjoyment of Little Denmead Farm, their day-to-day lives, and on their livestock. The Applicant's response to this is wholly inadequate. In section 5.12 of page 5-104 of its Responses to Relevant Representations **[REP1-160]**, the Applicant states "*The noise and vibration assessment can be found in Chapter 24 (Noise and Vibration) of the ES (APP-139)*." The Applicant provides no further response or justification whatsoever to explain how Chapter 24 **[APP-139]** addresses our Clients' concerns, and which specific parts of Chapter 24 are relevant. We have in paragraph 8 of our Client's Written Representations (document reference number REP1-232) made submissions in relation to Chapter 24 of the Environmental Statement. We therefore maintain our Clients' objections in relation to noise, dust, and vibration and

reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted at Deadline 2) in relation to these issues, and comment further at Deadline 3 of the Examination timetable.

3.5 **Business Impact**: Our Clients' Relevant Representations **[RR-055]** highlighted that the freehold interest to over 30 acres of the 52 acre farm covered by plot 1-32 is to be compulsorily acquired. This represents 58% of the farm's landholding. With over 60% of the farm being affected overall by this, and the compulsory acquisition of new permanent access rights (plot 1-51), acquisition of permanent landscaping rights (plots 1-38, 1-69, 1-70, and 1-72), and temporary possession of land (plots 1-57 and 1-71), this will significantly interfere with our Clients' farming activities. The farm's landholding is relatively small compared to neighbouring landowners, and it will therefore have a disproportionate impact on Little Denmead Farm compared to others. There will also be a significant detrimental impact on the remaining parts of the farm as existing fields will be split up, leaving small, irregular shaped paddocks without straight boundaries. This will make it difficult to carry out farming activities as there will be insufficient space for livestock grazing and access will be rendered difficult. There is no other suitable farming land of this size available in the vicinity to replace the land that will be lost. Reducing the farm to just 22 acres means that the farm is unlikely to be able to continue to operate as a viable business. The Applicant has failed to adequately assess the significant harm that the DCO would have on the farm's ability to function, considering only the type of agricultural land that would be lost and failing to consider the effect on the agricultural business that operates on that land. Section 5.12 (on page 5-106) of the Applicant's Responses to Relevant Representations **[REP1-160]** does not provide sufficient justification to address these concerns. The response in section 5.12 makes a general reference to Chapter 17 of the Environmental Statement (Soils and Agricultural Land Use) **[APP-132]**, Appendix 27.3 (Cumulative Effects Assessment Matrix (Stage 1 & 2)) (APP-479) and Appendix 27.4 (Cumulative Effects Assessment Matrix (Stage 3 &4)) (APP-480). The Applicant does not however explain how these documents address our Clients' concerns. The response also states that "*as discussions are ongoing with landowners, no account has been taken of any potential mitigation measures for land holdings so the assessment in the ES presents a worst case for the effects on farm holdings. Paragraph 17.8.1.6 of Chapter 17 states that 'Mitigation relating to the permanent loss of farmable area to the affected farm holdings are matters of private negotiation and therefore cannot be incorporated into this assessment'. Discussions are ongoing with landowners with regards to acquisition in the hope of reaching an agreement with the impacted parties.*" Firstly, the Applicant needs to demonstrate that the public interest outweighs the harm that will be caused by the exercise of such compulsory acquisition powers, and that those powers being sought are proportionate. The harm that will be caused to our Clients is the loss of their business and livelihoods. Such a significant harm should not be relegated to the subject of private negotiations only, without any assessment by the Applicant, or scrutiny by the ExA. In this regard, we submit that the loss of businesses and livelihoods (not only in relation to our Clients but also in general) needs to be formally assessed and considered in the context of the examination into whether the compulsory acquisition powers being sought satisfy the relevant legal and guidance requirements. Secondly, despite what the Applicant states, there has been very little progress (on its part) in private negotiations with our Clients. We therefore maintain our Clients' objections in relation to business impact. Please see paragraphs 4.5.1 and 4.5.4 of this letter for further details of the lack of engagement with our Clients in relation to reaching a voluntary agreement and in relation to the proposals' impacts on our Clients' business.

3.6 **Compulsory Acquisition**: Our Clients' Relevant Representations **[RR-055]** set out arguments as to why we do not believe the compulsory acquisition powers being sought in relation to Little Denmead Farm are necessary and proportionate. Section 5.20 on page 5-111 of the Applicant's Responses to Relevant Representations **[REP1-160]** refers us to the Statement of Reasons (APP-022). However, there is no explanation provided by the Applicant beyond this as to **why** the powers are necessary and proportionate and which parts of the Statement of Reasons they consider relevant to our Clients' concerns in this regard. Our Clients' Written Representations submitted at Deadline 1 (document reference number REP1-232) sets out in full why we do not consider the Statement of Reasons

adequately addresses our Clients' objections in this regard. We therefore maintain our Clients' objections in relation to the necessity and proportionality of the compulsory acquisition powers being sought, and reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted at Deadline 2) in relation to this issue, and comment further at Deadline 3.

3.7 **Landscaping:** Our Clients' Relevant Representations **[RR-055]** state that the Applicant has failed to justify the need for the laydown area/works compound on plot 1-32 to be required on a permanent basis for landscaping, when such landscaping will only consist of grassland rather than as screening, nor provided adequate justification as to why permanent landscaping rights are required in respect hedgerows which prevents our clients from being able to reshape the remaining parts of the farm. Section 5.25 on page 5-118 of the Applicant's Responses to Relevant Representations **[REP1-160]** states that those rights are required as part of the landscaping strategy to assist with the screening of the Converter Station. The areas of land identified for this purpose are considered to be reasonable and only so much as is necessary and aligns with the scale of the project. The Applicant refers us to section 6.1.7 of the Statement of Reasons (APP-022). However, paragraph 6.1.7 does not contain any relevant explanation or justification; it merely states: "*New Landscaping Rights: Rights are sought over the land shown green on the Land Plans for landscaping and ecological measures required in connection with the visual screening of the converter station and at the University of Portsmouth Langstone Campus adjacent to Furze Lane*." To therefore simply state that the rights being sought are required and are reasonable, without any further explanation or evidence to support ***why*** they are required and are reasonable, is insufficient. We therefore maintain our Clients' objections in relation to landscaping and reserve their position. We have made further representations in respect of landscaping in our Clients' Written Representations (REP1-232). We will consider the Applicant's responses to those (which are to be submitted at Deadline 2), and comment further at Deadline 3.

3.8 **Relevant Representations not responded to**: Our Clients' Relevant Representations **[RR-055]** also raised issues relating to access, the proximity of the proposed scheme to the South Downs National Park, why the proposed telecommunications building on plot 1-32 cannot be moved eastwards in order to preserve the paddocks belonging to our Clients, the effect of the proposed scheme on the nature of the area (turning it from an agricultural into an industrial area), and the protection of their human rights. The Applicant's Responses to Relevant Representations **[REP1-160]** do not provide any direct response to these concerns.

4. Applicant's responses to ExQ1

4.1 We have considered the Applicant's responses to ExQ1 (document reference number 7.4.1) **[REP1-091]**.

4.2 We note that in its responses to questions MG1.1.2 (siting of the Converter Station), MG1.1.21 (management under the Outline Landscape and Biodiversity Strategy), CA1.3.12 (Compulsory acquisition of agricultural land), and CA1.3.14 (specific question relating to Little Denmead Farm), the Applicant has made a number of representations concerning its engagement with our Clients. We address those in turn below.

4.3 **MG1.1.2 (siting of the Converter Station):** The Applicant's response refers to ongoing discussions with landowners in relation to the siting of the Converter Station and that it is confident those negotiations can be concluded in advance of the end of the Examination period. Our Clients have never been contacted by the Applicant to specifically discuss these specific issues. Whilst we share the Applicant's hope to conclude negotiations before the end of Examination, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to ***starting*** proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.

4.4 **MG1.1.21 (management under the Outline Landscape and Biodiversity Strategy):** The Applicant states that it is in discussions with a number of landowners in the vicinity of the Converter Station Area to agree the acquisition of land and easements to provide the rights required for the long term management of the land, including hedgerows, to enable the implementation and maintenance of the measures set out in the updated Outline Landscape and Biodiversity Strategy **[REP1-034]**. Again, whilst we share the Applicant's hope to conclude negotiations, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to ***starting*** proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.

4.5 **CA1.3.12:** The ExA asked the Applicant: **"***Why do the Order limits shown on the Land Plans [APP-008] extend to include a large proportion of best and most versatile agricultural land (49% of the agricultural land implicated by the Order)? What would the actual effects on availability and productivity on such land be taking a realistic approach to cable routing and Compulsory Acquisition?*" We note the Applicant does not provide a direct response to this question, but instead addresses a wide range of other issues, from extent of engagement carried out, to noise and vibration. We request that a more specific response be provided by the Applicant. In the meantime, our comments are as follows:

4.5.1 **Engagement:** The Applicant's response mixes up engagement relating to its consultation activities, with initial and cursory engagement it has had to date with our Clients in relation to acquiring Little Denmead Farm by voluntary agreement. The Applicant states it has been in discussions with our Clients since late 2016 to acquire Little Denmead Farm, which included numerous face to face meetings, and that heads of terms offered have been refined, reflecting "increased certainty" in the amount of land over which rights are required. The Applicant also states that its agent has provided regular and detailed updates to our Clients. As a matter of fact, the Applicant's response in these respects is not entirely correct. The Applicant's engagement with our Clients since 2016 has been mainly in relation to its consultation activities and how the proposals have evolved up until submission of the DCO application. The Applicant's engagement has not been focussed on discussing and progressing a voluntary agreement with our Clients in order to avoid the use of compulsory acquisition powers. Our Clients strenuously contend that interactions with them were all one-way conversations by the Applicant, where the Applicant's agents simply told our Clients what the Applicant was proposing on their land at different points in time, what the DCO process involved, and how the proposals were changing. There were no meaningful discussions in relation to acquiring our Clients' land and the rights that the Applicant would need in relation to landscaping if compulsory acquisition powers were to be avoided. Our Clients (and their agents) also deny there were any meaningful discussions about the extent of the landscaping rights being sought through the DCO application. There was a meeting on 21 August 2019 with the Applicant's agents where a passing comment was made by the Applicant's agent in relation to the extent of landscaping rights the Applicant may need, and the possibility of entering into a covenant in relation to Little Denmead Farm where our Clients were not to cut the hedgerows to below a particular height (e.g. 5m). That discussion was never furthered. Mr Peter Carpenter has also confirmed to us that any previous calls he placed directly to the Applicant or its agents were to seek clarification about the detail of the changing nature of the proposals and not to negotiate terms of private agreement in relation to Little Denmead Farm. The Applicant has also never explained to our Clients why through its DCO application it needs to own the freehold interest to the parts of Little Denmead Farm it only proposes to landscape or create the access road on. Each time the scheme proposals changed, a new set of draft Heads of Terms was sent to our Clients, to the point where it became very confusing for our Clients to understand exactly what the Applicant was proposing. Each draft of the Heads of Terms was vastly different to the previous version (i.e. they were not "refined" to reflect "increased certainty", as the Applicant has put it). That is why there are currently 5 different versions of draft Heads of Terms – each one represented a very different iteration

of the pre-application proposals. It is not the case (as the Applicant's response implies) that the same set of Heads of Terms have been negotiated by our Clients since 2016 and that we are now at version 5. To date and despite requests from Blake Morgan LLP, the Applicant has not even sent our Clients a first draft of a private voluntary agreement to consider – given that we are 4 years on since consultation commenced, this illustrates how slow the Applicant has been to properly commence any meaningful voluntary agreement negotiations with our Clients. All efforts by the Applicant to progress draft Heads of Terms and a voluntary agreement have ceased since December 2019. Please see **Schedule 1** to this letter for a full breakdown of engagement by the Applicant with our Clients' agents and with Blake Morgan. The last draft of the Heads of Terms was sent to our Clients nearly a year ago and despite many chasers, an updated version has to date not been issued. We have also tried to encourage the Applicant to not allow negotiations on value to stall progress on agreeing other terms on a draft legal agreement, but there has been no movement on this by the Applicant despite our requests. The Applicant's response that its engagement with our Clients has been "regular" is therefore inaccurate. It is also inaccurate for the Applicant to state that it "*continues to engage with the landowners via their respective agents with the aim of securing a voluntary agreement for the land and land rights required for the Proposed Development*." To this end, we respectfully request that the ExA requires the Applicant to fully and properly engage with our Clients immediately, to start legal agreement negotiations, as per our repeated requests, in order to avoid seeking and using compulsory acquisition powers in relation to Little Denmead Farm.

4.5.2 **Removal of land:** The Applicant states that it has removed land belonging to our Clients from the Order Limits, as a result of representations made by them. It states that change was made to remove the area immediately south of the eastern end of Stoneacre Copse (i.e. north of plot 1-51 in the Land Plans [APP-008]. It is our Clients' understanding that this amendment was made purely as a result of the Applicant's changing proposals, and not as a result of any requests or pressure from our Clients. Discussions with our Clients were very much of the type where most of the time was spent by the Applicant's agent telling them what the Applicant needed, which often changed significantly.

4.5.3 **Nature of compulsory acquisition powers:** The Applicant states that it is now at a stage where the amount of land left within the Order Limits is such that it is not possible to remove any further land without jeopardising the Applicant's ability to construct, operate and maintain the project. To clarify, we are questioning why ***the nature of*** the compulsory acquisition powers being sought are required in relation to Little Denmead Farm. We cannot see how only having landscaping and access rights over the majority of plot 1-32 (which is what we are arguing would be more appropriate) will stop the Applicant from constructing, operating and maintaining the Converter Station, as those rights will provide the Applicant with the powers it needs. We maintain that the Applicant does not need to own the freehold interest to the entirety of plot 1-32. Contrary to what the Applicant states, there is no specific part of the Statement of Reasons **[APP-022]** that provides a proper justification as to why the freehold interest to the entirety of plot 1-32 in particular is required.

4.5.4 **Impact on business:** The Applicants' response covers the impacts on our Clients' farming business. The Applicant states that Little Denmead Farm is not a livestock farm and that only a small number of horses are kept on it. This is incorrect, and demonstrates the Applicant's lack of proper and accurate assessment. The threat of compulsory acquisition changed the way Mr Peter Carpenter farms the holding at Little Denmead Farm. He had every intention to erect modern livestock buildings on the holding, however given that he would only be left with 14 acres of grazing (if the DCO is granted and the compulsory acquisition powers are exercised), Mr Carpenter made the early decision that it would not be economically viable to invest in modern livestock housing as he would not have the land to accompany the new

buildings. It would have put further financial strain on the farming business. At the time he made that decision, he was unsure as to whether a private agreement could be reached, and he felt under pressure to act quickly. The decision was also taken not to purchase replacement beef heifers in 2017, as Mr Carpenter knew it would take up to 5 years for those heifers to produce calves and for the calves to be reared for slaughter. With the threat of the use of compulsory acquisition looming, he had no certainty that he would continue to retain freehold ownership of the land to rear and finish those cattle over the next 5 years. Mr Peter Carpenter has continued to farm on Little Denmead Farm, growing and producing hay from the holding. Little Denmead Farm is a pasture farm and has the buildings and facilities to be used for keeping and grazing cattle, sheep or horses. The farm is fenced, with water being supplied to irrigate the fields. Our Clients therefore strongly disagree with the Applicant's statement that Little Denmead Farm is not a livestock farm.

4.5.5 **Access:** The Applicant states that in relation to rights for our Clients to cross the access road, such rights "can be provided". This is not reflected in the DCO application documents. We would therefore question whether this is actually the Applicant's intention. We would also question why, for example, specific reference is not made in the draft DCO **[APP-019]** to make it clear that the owners of Little Denmead Farm will have rights to cross the new access road to the Converter Station. Also, there is a big difference between stating rights to cross "can" be provided, and that they ***"will"*** be provided. There has been no private agreement with our Clients or any meaningful negotiation as to how to secure such crossing rights privately. The Applicant has not sent our Clients a first draft of any legal agreement to secure any such rights. On the contrary, the rights and powers the Applicant is seeking across Little Denmead Farm through the DCO application will prevent our Clients from crossing the access road, which is contrary to any statements the Applicant may have made to our Clients privately.

4.5.6 The Applicant states that our Clients have also raised concerns in relation to noise, vibration, and dust, but that these are adequately dealt with in the Noise and Vibration Chapter (APP-139) and the Air Quality Chapter (APP-138) of the Environmental Statement. We refer to our Clients' Written Representations (document reference number REP1-232) which provide detailed arguments in relation to this part of the Environmental Statement. We will consider the Applicant's responses to those (which are to be submitted at Deadline 2), and comment further at Deadline 3.

4.6 **CA1.3.14:** The ExA asked the Applicant**: "***The Relevant Representations from Mr and Mrs Carpenter [RR-054] and Little Denmead Farm [RR-055] raise significant objections with regards to Compulsory Acquisition of farmland and the rights for landscaping around the Converter Station. Notwithstanding the response to Relevant Representations required at Deadline 1, please provide detailed justification as to the approach to Compulsory Acquisition with respect these landholdings and respond to the Compulsory Acquisition concerns raised by the landowners, including the concerns of limited consultation and engagement with them despite their land appearing critical to the success of the Proposed Development*." The Applicant's response to this effectively repeats its responses to question CA1.3.12. Without wishing to repeat our comments, we refer to our comments at paragraph 4.5 of this letter.

4.7 With respect to the other responses provided by the Applicant, we will consider those in the context of the Applicant's responses to our Clients' Written Representations that are due to be submitted at Deadline 2, and we will comment further if necessary at Deadline 3. In light of this and the clarifications we have requested at paragraph 1 of this letter, we maintain our Clients' objections and reserve their position in the meantime.

5. **The Compulsory Acquisition Schedule**

5.1 We have considered the Applicant's Compulsory Acquisition Schedule (document reference number 7.6.1) **[REP1-124]** and the Applicant's Compulsory Acquisition and Temporary Possession Objection Schedule (document reference number 7.6.3) **[REP1-126]**.

5.2 These documents contain statements by the Applicant regarding its engagement with our Clients in relation to private negotiations. We refer to our comments in paragraph 4.5.1 of this letter. We will consider those arguments further in the context of the Applicant's responses to our Clients' Written Representations that are due to be submitted at Deadline 2, and we will comment further if necessary at Deadline 3. In light of this and the clarifications we have requested at paragraph 1 of this letter, we maintain our Clients' objections and reserve their position in the meantime.

6 **Conclusions**

6.1 None of the Applicant's responses that we have reviewed in relation to Deadline 1 of the Examination timetable have properly addressed our Clients' concerns and objections. In light of this, and the need for clarification from the ExA due to the Rule 17 Letter **[PD-013]**, we maintain all our Clients' objections and reserve their right to make further comments at the appropriate times as the Examination progresses.

Yours faithfully

Blake Morgan LLP

SCHEDULE 1

THE APPLICANT'S ENGAGEMENT WITH OUR CLIENTS (OR ITS ADVISORS) IN RESPECT OF A VOLUNTARY AGREEMENT TO PURCHASE LITTLE DENMEAD FARM

DATE	ACTION
13/11/2016	Initial contact by the Applicant's agent with Ian Judd & Partners, requesting a Non Disclosure Agreement.
09/12/2016	Meeting between Ian Judd & Partners and the Applicant's agent to discuss the general principles of the scheme.
09/03/2017	First initial draft Heads of Terms sent to Ian Judd & Partners to reflect scheme being considered.
25/04/2017	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent to discuss the principles of the proposed scheme, possible construction period, ecology, and survey access.
22/06/2017	Agreed Licence to do survey works.
18/12/2017	Second draft Heads of Terms sent to Ian Judd & Partners reflecting different scheme.
04/01/2018	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent to discuss different cable routing options and general principles of the proposed scheme.
06/03/2018	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to the Converter Station and extent of land affected.
28/03/2018	Survey access and licence for Trial Trenches.
10/05/2018	Survey access for breeding birds.
15/09/2018	Third draft Heads of Terms issued reflecting considerable changes in the scheme.
17/10/2018	Further survey access provided .
15/11/2018	Fourth draft of Heads of Terms Version issued. File notes of Ian Judd & Partners reveal the Applicant's agent was not sure of what the Applicant wanted. Terms were considerably different to previous draft Heads of Terms.
29/01/2019	Further survey access.
07/03/2019	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to the latest scheme proposals, timing of possible works, location of works and how the scheme was to develop.
21/08/2019	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to time frames of the DCO application. A passing comment was made in relation to the extent of landscaping rights the Applicant may need, and the possibility of entering into

DATE	ACTION
	a covenant in relation to Little Denmead Farm where our Clients were not to cut the hedgerows to below a particular height (e.g. 5m), but that discussion was never furthered.
21/11/2019	Fifth draft of Heads of Terms issued to Ian Judd & Partners reflecting different scheme proposals.
16/12/2019	Meeting between Ian Judd & Partners and Applicant's agent to discuss the fifth draft Heads of Terms. Discussions broke down when the Applicant's agent refused to disclose how he arrived at certain calculations. Strong disagreement between agents on other terms.
10/03/2020	Confirmation from Applicant's agent to Ian Judd & Partners that he would provide a further breakdown of the fifth draft of the Heads of Terms during the following week.
06/04/2020	Ian Judd & Partners email chaser to Applicant's agent for further breakdown of the fifth draft of the Heads of Terms. No response received.
04/05/2020	Ian Judd & Partners email chaser to Applicant's agent for further breakdown of the fifth draft of the Heads of Terms. No response received.
18/05/2020	Telephone conversation between Ian Judd & Partners and Applicant's agent regarding a breakdown of valuations. No further revised draft Heads of Terms received from the Applicant's agent.
23/06/2020	Assessment sent by Ian Judd & Partners to Applicant's agent on valuations, to progress matters. No response received.
29/06/2020	Ian Judd & Partners email to Applicant's agent chasing for ackowledgement of their email and for responses. No response from Applicant's agent received.
03/07/2020	Ian Judd & Partners email to Applicant's agent chasing for ackowledgement of their email and for responses. No response from Applicant's agent received.
06/07/2020	Applicant's agent confirms receipt of Ian Judd & Partner's email of 29 June 2020. No further information included in response or updates on draft Heads of Terms provided by Applicant's agent.
20/07/2020	Email from Blake Morgan to the Applicant's solicitors requesting virtual meeting to discuss draft Heads of Terms and asking to take forward a draft private agreement.
23/07/2020	Holding response from Applicant's solicitors to Blake Morgan to confirm who would be responding in full.
27/07/2020	Email from Applicant's solicitors to Blake Morgan to advise that the next step in relation to voluntary agreement negotiations is to wait for the Applicant's agent to provide an updated valuations assessment.
12/08/2020	Email from Blake Morgan to Applicant's solicitors chasing for the Applicant's agent's updated assessment.

DATE	ACTION
17/08/2020	Email from Applicant's solicitors to Blake Morgan confirming that the updated valuation assessment will only be finalised after another site visit, and that the Applicant's agent will contact Ian Judd & Partners during the week of 24 August 2020.
20/08/2020	Email from Blake Morgan to the Applicant's solicitors stating that the negotiation of draft Heads of Terms or of a private legal agreement should not be held up by valuation assessments. Email requested a first draft of a legal agreement for Blake Morgan to consider.
10/09/2020	Email from Blake Morgan to the Applicant's solicitors chasing for a first draft of a legal agreement and for the outstanding updated valuation assessment.
21/09/2020	Email from Applicant's solicitors to Blake Morgan confirming that the updated valuation assessment will be provided by 2 October 2020. (The updated assessment has still not been provided, as at 20 October 2020).
28/29 September 2020	Tree surveys carried out on our Clients' land by the Applicant's agents, without any prior notification.
30/09/2020	Applicant's agents carry out a site inspection of Little Denmead Farm.
13/10/2020	Email from Applicant's solicitors chasing for a first draft of a legal agreement and repeating that the legal negotiations should not be held up by valuation matters. No response received from the Applicant's solicitors as at 20 October 2020.

Date: 6 October 2020

Application by Aquind Limited for a Development Consent Order for the 'Aquind Interconnector' electricity line between Great Britain and France (PINS reference: EN020022)

Written Representations

On behalf of

Mr. Geoffrey Carpenter & Mr. Peter Carpenter

Registration Identification Number: 20025030

Submitted in relation to Deadline 1 of the Examination Timetable

BLAKE MORGAN

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk
Ref: 584927-6

CONTENTS

1 INTRODUCTION

1.1 We act for Mr Geoffrey Carpenter and Mr Peter Carpenter, who are the joint owners of Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL (our "**Clients**").

1.2 Little Denmead Farm falls within the 'Converter Station Area' of the proposals.

1.3 We submitted Relevant Representations (document number RR-055) on behalf of our Clients on 14 February 2020.

1.4 Our Clients have serious concerns over the impacts of the proposed scheme on their health and livelihoods, and we are instructed to make these Written Representations on their behalf. The wider Carpenter family have owned Little Denmead Farm since 1939 and face the prospect of having to end over 80 years of farming history due to the impacts of the proposals.

2 TITLE

2.1 Freehold interest

2.1.1 Our Clients jointly own the freehold interest in land known as Little Denmead Farm.

2.1.2 Our Clients' freehold interest is registered at HM Land Registry under title number HP763097, a copy of the Official copy of Register of Title is at **Schedule 1** to these Written Representations (our "**Clients' Land**"). This freehold interest was registered on 13 August 2013.

2.1.3 The extent of the freehold interest is shown outlined in red on the title plan filed under title number HP763097, a copy of which is attached at **Schedule 2** to these Written Representations. The land edged in green on the title plan was transferred out of our Clients' freehold interest and is now registered separately under title number HP766105, under the ownership of National Grid.

2.1.4 Our Clients' freehold interest covers 53.21 acres of land.

2.1.5 The land within the Order Limits covers a significant part (but not all) of our Clients' freehold interest. The area covered by plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 (as shown on Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]** falls within our Clients' freehold interest.

2.1.6 Comparing the Order Limits (as shown edged red on Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]** with our Clients' title plan, it can be seen that the Order Limits cut through our Clients' freehold interest, with small parts of land within their ownership falling outside the Order Limits. The parts of our Clients' Land that falls within the Order Limits covers 33.6335 acres.

2.2 Right of way

2.2.1 Our Clients benefit from a right of way over adjacent land which falls within the Order Limits (shown tinted brown on the title plan attached at **Schedule 2** to these Written Representations).

2.2.2 This right of way covers plot numbers 1-60, 1-63, and 1-65 which are shown on Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]** .

3 DESCRIPTION OF OUR CLIENTS' LAND AND ITS USES

3.1 Our Clients' Land (as defined in paragraph 2.1.2 above) consists of a number of residential and agricultural buildings, open yards and spaces, stables, paddocks and fields.

3.2 Our Clients purchased the freehold interest in order to operate a farming business from it, to live on that land, and to ultimately retire there.

3.3 Our Clients' farming business is configured for and involves the rearing of livestock for sale (cattle), the growth of grass for use as fodder for their livestock, and the production of hay.

3.4 Copies of two aerial images of our Clients' Land are attached **at Schedule 3** to these Written Representations.

3.5 The parts of our Clients' Land that do not fall within the Order Limits (the "**Retained Land**") consist of a number of residential houses, a caravan, agricultural buildings, open yards and storage spaces, stables, woodland, paddocks, a small part of their fields, and an access track. A plan of the extent of the Retained Land shown edged in red is attached at **Schedule 4** to these Written Representations. Whilst the Retained Land does not fall within the Order Limits, it is directly adjacent to the Order Limits, and the buildings on and uses of the Retained Land will be directly impacted by the proposals due to their proximity and because our Clients live on and operate their business from it. It is therefore important to understand what buildings and uses fall within the Retained Land.

The Retained Land

3.6 "*Aerial Image One*" attached at **Schedule 3** to these Written Representations shows the southern-most part of our Clients' Land, which forms part of the Retained Land.

3.7 The main access to the residential property and the agricultural buildings within the Retained Land (with all but large vehicles) is from Crossway's Road, which is an unclassified road that leads from Broadway Lane to the south, and from Edney Lane to the North. Our Clients' horses and large heavy goods and agricultural vehicles cannot however use Crossway's Road to access the Retained Land (or their land within the Order Limits) because it is too narrow and has overhanging trees. Instead, horses and large vehicles access the Retained Land and the land within the Order Limits from Broadway Lane to the east and down a track known as Footpaths 4 and 16. This is a stone track, with a gate at Broadway Cottage. This track is also often used by Peter Carpenter to access the farmyard as an alternative access to Crossway's Road. A plan of the location of Crossway's Road is attached at **Schedule 5** to these Written Representations.

3.8 The buildings and uses of the Retained Land consist of:

3.8.1 A farmhouse which was previously occupied by our Clients but is currently vacant;

3.8.2 Little Denmead Farm Cottage, where [redacted];

3.8.3 To the east of Little Denmead Cottage are several agricultural buildings with two wings. They are labelled as 'Traditional Farm Buildings' on Aerial Image One. The first wing runs north-south, and the second wing is situated above the first wing, and runs west to east protruding out to form an 'r' shape. Our Clients use these agricultural buildings to house their livestock. They also contain stabling, pens for calves and horses, as well as machinery and tools;

3.8.4 North of the 'Traditional Farm Buildings' are further agricultural buildings. These are labelled as 'Modern Steel Framed Buildings' on Aerial Image One. These buildings are used to store agricultural materials, hay for livestock, and the occupation of livestock when needed;

3.8.5 To the east of the 'Modern Steel Framed Buildings' is a static caravan [redacted];

3.8.6 To the east of the caravan there are stables for horses. There are professional show jumping horses housed in these stables. In connection with these stables there are paddocks (the location of which is shown on "*Aerial Image Two*"), which are used for the run of the horses and show-jumping practice by our Clients' grandchildren;

3.8.7 A number of open yards and spaces on which is stored various containers, fuel tanks, and machinery; and

3.8.8 Parts of the fields that are used by grazing livestock and horses, and for growing grass and hay.

Description of our Clients' Land falling within the Order Limits

3.9 The part of our Clients' Land which falls within the Order Limits covers 33.6335 acres and covers plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72. This part of their land is shown on Aerial Image Two attached as part of **Schedule 3** to these Written Representations. The features and uses of our Clients' Land which falls within the Order Limits are as follows:

3.9.1 Open land that is mainly used for commercial farming and agricultural purposes, including hay production and livestock grazing where cows and horses are put out to pasture;

3.9.2 Paddocks that are used by our Clients' professional show-jumping horses;

3.9.3 The land supports a wide range of wildlife, which to our Clients' personal knowledge includes multiple badger sets (at least 5 or 6 sets), foxes, rabbits, barn owls, tawny owls, buzzards, fallow deer, muntjac deer, red kites, and varieties of woodpecker;

3.9.4 Our Clients' use the open land for leisure purposes, including for daily walks and for walking their dogs. Mr Geoffrey Carpenter recently suffered [redacted] and continues to suffer from serious health conditions such as [redacted] (the specifics of which we are unable to disclose to the public). He uses this part of

the land on a daily basis for his exercise, which he must undertake for health purposes;

3.9.5 Our Clients' grandchildren ride their quad bikes on the open land; and

3.9.6 The open land is also used for rough shooting.

3.10 Access to the part of our Clients' Land falling within the Order Limits can be gained via Footpath 16 and Footpath 4 which join the section of Broadway Lane that runs parallel to the east of our Clients' Land. The locations of Footpaths 14 and 6 are shown on Sheet 1 of 10 of the Access and Rights of Way Plans (document number 2.5) **[APP-011]** and they are also covered by plot numbers 1-71 and 1-51.

3.11 Paragraph 22.1.2.6 of chapter 22 of the Environmental Statement which relates to traffic and transport (document number 6.1.22) **[APP-137]** states that the use of Broadway Lane as part of the proposals will affect Footpaths 16 and 4.

3.12 Part (or possibly all) of Footpath 16 is located on our Clients' Land. Sheet 1 of 10 of the Access and Rights of Way Plans (document number 2.5) **[APP-011]** does not indicate where Footpath 4 ends and where Footpath 16 begins, so it is difficult to determine.

3.13 The footpaths that cover plot numbers 1-51 and 1-71 (which are marked as "*track*" on Sheet 1 of 10 of the Land Plans, document number 2.2 **[APP-008]**) are used by our Clients for access to the Retained Land and to the middle of the fields on their land. This track is also the only access available to our Clients that can support large and heavy farm and agricultural vehicles leading on to their land. Other accesses into their land are either too narrow or have low-hanging trees that block large agricultural vehicles.

4 WORKS PROPOSED ON OUR CLIENTS' LAND

4.1 The part of our Clients' Land falling within the Order Limits (covering plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72) is situated within the following Works Numbers:

4.1.1 Works Number 2 (Works to Construct Converter Station) – plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, and 1-71; and

4.1.2 Works Number 3 (Temporary Work Area of up to 5 hectares associated with Works No. 1, 2 & 4) – plot numbers 1-51 and 1-57.

4.2 Works Numbers 2 and 3 are shown on Sheet 1 of 12 of the Works Plans (document number 2.4) **[APP-010]**.

4.3 Works Numbers 1, 2, and 3 fall within the 'Stage 1 Works' area of the proposals (as described in the Statement of Reasons (document number 4.1) **[APP-022]**). The description of these proposed works is summarised in paragraph 5 of the Statement of Reasons as follows:

"*Section 1 - Lovedean (Converter Station Area)*

5.3.2 The converter station compound is proposed to be located within a predominantly rural area on the edge, but outside of, the South Downs National Park, and to the north west of Waterlooville. The land is predominantly agricultural, although the site of the proposed

compound is in close proximity to the existing National Grid Lovedean substation (east of the proposed converter station). The precise siting of the converter station is subject to ongoing engagement with National Grid.

5.3.3 The Proposed Development includes an HVAC cable connection between the converter station and the Lovedean substation.

5.3.4 Two telecommunications buildings are also proposed within the converter station area. Landscaping (including re-profiling if/where appropriate and associated planting) is proposed around the perimeter of the converter station and at other locations further from the converter station where deemed necessary."

4.4 Converter station: The proposed converter station is to be located within plot 1-32, on a hillside sloping downwards from north to south. The entirety of plot 1-32 falls within our Clients' Land and is currently open agricultural land used for the grazing of horses and livestock, the growing of grass for livestock fodder, and for the production of hay. Plot 1-32 measures 30.6461 acres, which is the equivalent to 12.402 hectares. There are two possible locations for the converter station within plot 1-32, options B(i) and B(ii), and these are shown on Sheet 1 of 3 of the Converter Station and Telecommunications Buildings Parameter Plans Combined Options plan (document number 2.6) **[APP-012]**. The proposed converter station area footprint is 200 m x 200 m (4 hectares) (as per paragraph 3.6.3.2. of Chapter 3 of the Environmental Statement, document number 6.1.3 **[APP-118]**).

4.5 Chapter 3 of the Environmental Statement **[APP-118]** describes the proposed development and paragraph 3.6.3.40 of that chapter states that the construction and commissioning works for the converter station are currently anticipated to be undertaken between the years 2021 and 2024. A construction compound will be located within the converter station area for the duration of the construction which shall have facilities for mess, welfare and approximately 150 car parking spaces. Temporary fencing will be used to secure the areas under construction during the construction works. Given the topography of the converter station area, bulk earthworks would be required to create a level platform to accommodate the converter station. Cable trench works will be required, as well as building service works (such as below ground utilities, floodlighting, cable works, pipes, hydrants, tanks and pumps) will be carried out following the main construction works.

4.6 Telecommunications building: A telecommunications building is also proposed to be located on our Clients' Land within plot 1-32, in relation to both options B(i) and B(ii) for the converter station – please see Sheet 2 of 3 and Sheet 3 of 3 of the Converter Station and Telecommunications Buildings Parameter Plans Combined Options plan (document number 2.6) **[APP-012]**. This telecommunications building will (according to Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]**) house telecommunications equipment so that it is more easily accessible for maintenance purposes and in connection with the proposed use of fibres for commercial telecommunications purposes. According to paragraph 3.6.3.24 of chapter 3 of the Environmental Statement, the telecommunications building will have a maximum footprint of 8 m long x 4 m wide x 3m high and will also have secure fencing, access and parking for up to two vehicles for maintenance purposes. It is currently anticipated that the compound for the telecommunications building would have a maximum size of 10 m x 30 m.

4.7 Landscaping: Landscaping (including re-profiling if/where appropriate and associated planting) is proposed around the converter station compound on our Clients' Land within plot 1-32. We can only see indicative landscaping plans relating to option B(i) for the converter station, which are at document 6.2.15.48 **[APP-281]** ('Environmental Statement – Volume 2 - Figure 15.48 Indicative Landscape Mitigation Plan Option B(i) (north)') and document 6.2.15.49 **[APP-282]** ('Environmental Statement – Volume 2 - Figure 15.49 Indicative Landscape Mitigation Plan Option B(i) (south)'). There are no indicative landscaping plans relating to option B(ii) for the converter station and we request the Promoter explains why that is. We note that paragraph 7.4 of the Design and Access Statement (document number 5.5) **[APP-114]** deals with landscaping design principles. The illustrative landscape mitigation plates shown at paragraph 7.4 are far too small to read, even when the reader zooms in electronically. It is too difficult, because of this, to properly assess the impact of the proposed landscaping works and we request that the Promoter either provides larger scale images of the mitigation plates shown in paragraph 7.4 of the Design and Access Statement or confirms whether these plates are available on a much larger scale in another application document.

4.8 New access road: The indicative landscaping plans referred to in paragraph 4.7 above also show that a new access road from Broadway Lane is proposed to be constructed on our Clients' land within plots 1-32 and 1-51. This land is used by our Clients for the grazing of horses and livestock, the growing of grass for livestock fodder, and for the production of hay.

4.9 Temporary use of land: Our Clients own the freehold interest to plot numbers 1-57 and 1-71, which are subject to powers that will allow the Promoter to temporarily use that land, as indicated by Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**. This is connected to Works Number 2 (works to construct the converter station). Plot 1-57 forms part of our Clients' Land that is used for the grazing of horses and livestock, the growing of grass for livestock fodder, and for the production of hay. Plot 1-71 is part of a track (Footpath 16) that is used by our Clients to access their homes and agricultural buildings, as well as their fields.

4.10 New Access rights: Our Clients own the freehold interest to plot 1-51, over which new access rights are being sought, as indicated by Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**. This is connected to Works Number 2 (works to construct the converter station). As stated above, plot 1-51 is used by our Clients for the grazing of horses and livestock, the growing of grass for livestock fodder, and for the production of hay.

5 WORKS TO BE CARRIED ON LAND OVER WHICH OUR CLIENTS BENEFIT FROM A RIGHT OF WAY

5.1 Our Clients have a right of way over land within the Order Limits.

5.2 The extent of their right of way is shown on the area coloured brown on their title plan, a copy of which is attached at **Schedule 2** to these Written Representations.

5.3 Our Clients' right of way covers plot numbers 1-50, 1-55, 1-59, 1-60, 1-61, 1-63, 1-65 and 1-75 on Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**.

5.4 These plot numbers fall within Works No. 2 (works to construct the converter station) as shown on Sheet 1 of 12 of the Works Plans (document number 2.4) **[APP-010]**.

5.5 Our Clients' right of way is also labelled as a 'track' and Footpath 4 on Sheet 1 of 10 of the Access and Rights of Way Plans (document number 2.5) **[APP-011]**. This track is to the east of our Clients' Land and joins Broadway Lane.

5.6 This right of way is integral to our Clients' access to their land. They also use this track for dog walking, horse riding, and most importantly as access for large vehicles that need to enter and leave their land, in particular the Retained Land. This is because the access point to the south of the farm from Crossway's Road is too low and narrow owing to mature tree growth.

6 COMPULSORY ACQUISITION POWERS AFFECTING OUR CLIENTS' LAND

6.1 The relevant law and guidance

6.1.1 Sections 122(1), (2), and (3) of the Planning Act 2008 provides that a development consent order may authorise the compulsory acquisition of land only if the Secretary of State is satisfied that the following conditions are met:

(a) the land is:

(i) required for the development to which the development consent relates;

(ii) is required to facilitate or is incidental to that development; or

(iii) is replacement land which is to be given in exchange for commons, open spaces etc.; and

(b) there is a compelling case in the public interest for the land to be acquired compulsorily.

6.1.2 Government guidance[1] ("**Guidance**") also requires that to establish that there is a compelling case in the public interest, there must be compelling evidence that the public benefits that would be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired.

6.1.3 The Guidance requires an applicant to demonstrate:

(a) that all reasonable alternatives have been explored;

(b) that the proposed interference with the rights of those with an interest in the land is for a legitimate purpose, and that it is necessary and proportionate;

(c) that the applicant has a clear idea of how they intend to use the land which it is proposed to acquire;

[1] Department of Communities and Local Government: Planning Act 2008 – Guidance related to procedures for the compulsory acquisition of land – September 2013

(d) that there is a reasonable prospect of the requisite funds for acquisition becoming available; and

(e) that the purposes for which an order authorises the compulsory acquisition of land are legitimate and are sufficient to justify interfering with the human rights of those with an interest in the affected land, with particular regard given to Article 1 of the First Protocol to the European Convention on Human Rights and, in the case of the acquisition of a dwelling, Article 8 of the Convention.

6.1.4 The Guidance also states that the land in relation to which compulsory acquisition powers are sought must be no more than is needed for the development for which consent is sought. An example is given in relation to landscaping, where the Secretary of State in those circumstances would need to be satisfied that the development could only be landscaped to a satisfactory standard if the land in question were to be compulsorily acquired.

6.2 The Promoter has not satisfied all the requirements in law and Guidance to justify the compulsory acquisition powers over our Clients' Land.

6.3 Our Clients' registered freehold interest covers approximately 53.21 acres. Of this, 33.6335 will be affected by compulsory acquisition powers, which represents nearly 60% of their freehold interest.

6.4 A number of compulsory acquisition powers will affect our Clients' freehold interest, as follows (please see Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**) for the location of the plot numbers referred to below:

6.4.1 Compulsory permanent acquisition of freehold interest - plot 1-32: This land is owned and used by our Clients for the grazing of horses and livestock, the growing of grass for livestock fodder, the production of hay, horse paddocks, and leisure activities (walking, rough shooting, and quad-biking by grandchildren).

6.4.2 Compulsory acquisition of new landscaping rights - plots 1-38, 1-69, 1-70, and 1-72: This land is owned and used by our Clients for the grazing of horses and livestock, the growing of grass for livestock fodder, the production of hay, paddocks, and leisure activities.

6.4.3 Compulsory acquisition of new access rights - plot 1-51: This land is owned and used by our Clients as part of the wider land for the grazing of horses and livestock, the growing of grass for livestock fodder, the production of hay, paddocks, and leisure activities.

6.4.4 Powers for the temporary use of land - plots 1-57 and 1-71: Plot 1-57 is owned by our Clients and is being used as part of the wider land for the grazing of horses and livestock, the growing of grass for livestock fodder, the production of hay, paddocks, and leisure activities. Plot 1-71 covers part of the track (Footpath 16) that falls within our Clients' freehold interest and which is used by our Clients as their main access to the homes and agricultural buildings on the Retained Land, and as access from the Retained Land by our Clients to Broadway Lane. This part of the track is also

used by heavy vehicles to access their fields and the Retained Land, and by their horses when going from the Retained Land to the fields for grazing and show-jumping practice.

6.5 Permanent compulsory acquisition of freehold interest - plot 1-32: Plot 1-32 is within our Clients' Land and is subject to compulsory permanent acquisition of their freehold interest. These powers are disproportionate as they are far more than what is needed for the purposes of the proposed development on this part of the site. These powers are also unnecessary because there are other reasonable alternative compulsory acquisition powers that could be used to achieve the same outcomes. The Promoter has not therefore provided sufficient evidence to satisfy the tests set down by the Government's Guidance to justify the extent of these powers over our Clients' Land. Our reasons are as follows:

6.5.1 The footprint of each option for the converter station within plot 1-32 covers only 4 hectares (as per paragraph 3.6.3.2 of chapter 3 of the Environmental Statement (document 6.1.3) **[APP-118]**). The power to compulsorily permanently acquire the freehold interest on plot 1-32 however covers 12.4023 hectares. We therefore question why the Promoter requires the freehold ownership of 8.4023 additional hectares. The Statement of Reasons (document number 4.1) **[APP-022]** contains no explanation on this point. Paragraph 6.1.4 of the Statement of Reasons states that the freehold interest in the entirety of plot 1-32 needs to be compulsorily permanently acquired because that is where the converter station will be located. That is the only reason provided. However, the converter station will only cover a very small fraction of plot 1-32.

6.5.2 The remaining land around the converter station within plot 1-32 is proposed to be landscaped and will also contain part of the new access road. Details of indicative landscaping are provided by the Promoter only in relation to option B(i) for the converter station. They are shown on document number 6.2.15.48 **[APP-281]** Environmental Statement - Volume 2 at Figure 15.48 ('Indicative Landscape Mitigation Plan Option B(i) (north)') and on document number 6.2.15.49 **[APP-282]** Environmental Statement - Volume 2 at Figure 15.49 ('Indicative Landscape Mitigation Plan Option B(i) (south)'). Paragraph 7.4 of the Design and Access Statement (document number 5.5) **[APP-114]** refers to landscaping design principles and states that "*The design will seek to* ***minimise the loss of existing vegetation of ecological, landscape character and / or screening value as far as practicable*** *and will include management repair measures where appropriate with reference to the indicative landscape mitigation plan*". If the Promoter's intention is to retain as much of the existing vegetation as possible, there is no reasonable justification as to why it therefore needs to own the freehold interest of the land on plot 1-32 that will be landscaped.

6.5.3 The Promoter should instead seek to compulsorily acquire new landscaping rights over the part of plot 1-32 to be landscaped. No explanation has been provided as to why such rights (which include rights to maintain, inspect and re-plant, amongst a whole other host of additional powers – please see page 41 of the Statement of Reasons (document number 4.1.) **[APP-022]** for a full description) will not be sufficient. Several details in the Outline Landscape and Biodiversity Strategy (document number 6.10) **[APP-506]** also reinforce our argument that new

landscaping rights would be more appropriate over much of plot 1-32. Paragraph 1.6 of the Strategy sets out the proposed management activities for the areas to be landscaped within plot 1-32. Tables 1.2 to 1.6 within paragraph 1.6 state that the proposed landscaping management activities need only be carried once or twice a year. Also, paragraph 1.7 of the Strategy states that the management of existing and proposed landscaping and biodiversity proposals will be subject to a detailed landscape and biodiversity management strategy. In terms of who would be responsible for that management, paragraph 1.7.2.1 states that access would be agreed with existing landowners. Paragraph 1.7.2.2 states that management responsibilities of existing planting and hedgerows/hedgerow trees will be "*a local farmer*". The local farmer and external contractors would also be responsible for a number of landscaping management matters including:

(a) The correct instruction of all parties delivering the strategy (including the Promoter's staff and contractors);

(b) Compliance with the detailed strategy, legal requirements and planning requirements;

(c) Enacting and enforcing requirements by the Promoter's ecologist, landscape architect, and arboriculturalist; and

(d) Keeping a record of measures taken as part of CDM requirements.

6.5.4 This makes it clear that not only will there be very little requirement for constant landscaping access and maintenance on plot 1-32, but that the Promoter is actually going to be requiring local farmers (such as our Clients) to carry out landscaping management responsibilities, including compliance with and enforcing the requirements of the detailed landscaping and biodiversity strategy. This therefore again begs the question, why does the Promoter still need to own the freehold interest in the entirety of plot 1-32 in relation to the areas to be landscaped? Should there be no amendment to the proposals and compulsory acquisition powers in this regard, then the management responsibilities to be placed on local farmers such as our Clients would be disproportionate and unnecessary - it should be the Promoter alone who should be responsible for delivering its own landscaping and biodiversity strategy. There are no provisions within the proposals, strategies or the draft DCO **[APP-019]** to compensation farmers such as our Clients for the costs and time they would need to expend to comply with the Outline and Detailed Landscape and Biodiversity Strategy **[APP-506]**. Also, it would be completely unreasonable for the Promoter and the Secretary of State to expect local farmers such as our Clients (who are also currently not in good health) to fully interpret, execute, enforce, and pay for detailed technical landscaping and ecological requirements they have had no involvement in formulating. Our Clients would also not know what records are required under CDM requirements. If the Promoter is allowed to pass management responsibility for landscaping and biodiversity to local landowners and farmers, there is no reason why it should also have the power to permanently compulsorily acquire the freehold interest to land that is proposed to be landscaped within plot 1-32.

6.5.5 If the Promoter instead sought new landscaping rights over the relevant parts of plot 1-32, it would also be protected by Article 23 of the draft DCO (document number 3.1) **[APP-019].** Article 23 includes a power to impose restrictive covenants in relation to land over which new rights are to be acquired, to prevent operations which may obstruct, interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land and to ensure that access for future maintenance can be facilitated and that land requirements are minimised so far as possible. Therefore our Clients would not be able to build or take any action that would interfere with the Promoter's new landscaping rights. The combined effect of compulsorily acquiring new landscaping rights only over the relevant part of plot 1-32 and Article 23 of the draft DCO is that the Promoter would still be able to execute and maintain its landscaping proposals, and ensure the converter station remains adequately visually screened by existing or newly planted vegetation. There is therefore no need for the permanent compulsory acquisition of the freehold interest in the entirety of plot 1-32.

6.5.6 Part of the new access road will be located on plot 1-32 - please see document number 6.2.15.48 **[APP-281]** Environmental Statement - Volume 2 at Figure 15.48 ('Indicative Landscape Mitigation Plan Option B(i) (north)'), and on document number 6.2.15.49 **[APP-282]** Environmental Statement - Volume 2 at Figure 15.49 ('Indicative Landscape Mitigation Plan Option B(i) (south)'). If a reason for needing to compulsorily acquire the freehold interest to the whole of plot 1-32 is because of this, the Promoter could instead simply compulsorily acquire new rights of access in relation to this section of the road (which include powers of maintenance – please see pages 39, 40 and 41 of the Statement of Reasons **[APP-022]** for a full description of what new access rights cover). There is no need to own the freehold interest in this regard. Furthermore, as with new landscaping rights, the Promoter would be protected by Article 23 of the draft DCO **[APP-019]** to prevent operations which may obstruct, interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land and to ensure that access for future maintenance can be facilitated and that land requirements are minimised so far as possible.

6.5.7 The Promoter has failed to demonstrate that the extent of the compulsory acquisition is proportionate, taking only what is required, in relation to the telecommunications building (in Plot 1-32). Its proposed location is shown on Sheet 2 of 3 and Sheet 3 of 3 of the Converter Station and Telecommunications Buildings Parameter Plans Combined Options plan (document number 2.6) **[APP-012]**. There is no explanation as to why this building cannot be situated further east towards the woods on plot 1-32, leaving the existing 4 acre paddock intact and outside the area to be permanently compulsorily acquired. There is also no explanation as to why this telecommunications building cannot be located within the converter station compound.

6.5.8 Powers of temporary possession are granted over land in relation to which new rights are compulsorily acquired. Paragraph 6.2.4 of the Statement of Reasons (document number 4.1) **[APP-022]** states: "*Where the Applicant is seeking to acquire land or rights over land, the temporary use of such land is also provided for (see Article 30 and 32 of the Order). The reason for seeking temporary use powers over this land also, is that it allows the Applicant to enter onto land for particular construction and maintenance purposes in advance of the vesting of the relevant land/rights. This*

enables the Applicant to compulsorily acquire the minimum amount of land and rights over land required to construct, operate and maintain the Proposed Development." In light of this we would again question the need to compulsorily acquire our Clients' freehold interest in the entirety of plot 1-32 if the Promoter would have powers of temporary possession should it only compulsorily acquires new landscaping rights and new access rights over the majority of plot 1-32.

6.5.9 The loss of their freehold interest in plot 1-32 will mean that our Clients' farming activities will need to cease and the income they rely on will disappear. The land that will be left within their freehold ownership is land on which their cottage, farmhouse, farm buildings, caravan and stables are located. However, these buildings are used in connection with the farming use on the land whose freehold interest will be compulsorily acquired, thus, other than the cottage and the caravan [redacted], the remaining buildings and land on the Retained Land will no longer be of use to our Clients for the purposes of their business. There will be a significant detrimental impact on those remaining parts of the Farm that will not be subject to compulsory acquisition rights. The proposed acquisition will split up fields (for example the proposed permanent access route (plot 1-51) will bisect the existing field into two), leaving small, irregular shaped paddocks without straight boundaries, making it difficult to carry out farming activities as there will be insufficient space for livestock grazing and access will be rendered difficult. What remains of the farm will be unviable for business purposes and our Clients would have to fundamentally change their farming policy to safeguard any future income from their land. This in turn would require significant capital investment. This will drastically alter our Clients' quality and way of life. Reducing Little Denmead Farm to just 22 acres means that the Farm will not be able to continue to operate as a viable business. There is also no other suitable farming land of this size available in the vicinity to replace the land that will be lost. Chapter 17 of the Environmental Statement on soils and agricultural land use (document number 6.1.17) **[APP-132]** also states at paragraph 17.3.6.1 that a likely significant effect of the construction of the converter station is that the loss of farmable area would in turn affect the viability of affected farming businesses. Paragraph 17.9 of Chapter 17 of the Environmental Statement also states that the overall residual effect of the proposals on agricultural land is assessed as moderate temporary adverse and minor to moderate permanent adverse. The temporary effect on agricultural land is considered significant. Paragraph 17.9.1.3 of chapter 17 of the Environmental Statement also state that there will be "*ten farm holdings affected temporarily by the proposed development, of which five will also be affected permanently. There will be temporary moderate adverse effects on five farm holdings, which is considered significant for each farm, and permanent moderate adverse effects on three farms, also significant for each farm*." The problem with these statements is that it is impossible to know which farms are being referenced, though we would assume that our Clients' farm is one of the three farms that will suffer permanent significant effects. We would want to know from the Promoter what its assessment of Little Denmead Farm is in this context and reserve our position to make further representations in this regard. At present, the Promoter has failed to adequately assess the significant harm the proposals would have on the ability of our Clients' business to continue, considering only the type of agricultural land that would be lost and failing to consider the effect on the agricultural business that operates on that land.

6.5.10 The effect of Articles 30 and 32 of the draft DCO (document number 3.1) **[APP-019]** means that a large degree of uncertainty is introduced over land within the Order Limits that our Clients will retain its freehold ownership of (plots 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72). Not knowing whether in practice the Promoter could take temporary possession of these plots too will make it impossible for our Clients to plan ahead or to assess how soon they could be to losing their business. The effect of Articles 30 and 32 is not accurately reflected in the Land Plans (document number 2.2) **[APP-008]** or the Book of Reference (document number 4.3) **[APP-024]** and is an important point that could be missed by lay people objecting to this scheme who do not have the benefit of technical advisors to support them. We would request that the relevant Land Plans and that the Book of Reference be amended to make it clearer that many more plots of land are under the threat of temporary possession due to the effect of Articles 30 and 32, so that others can accurately assess the impacts on their interests.

6.6 For the above reasons, we request that the scope of the power to compulsorily acquire the freehold interest in plot 1-32 be reduced so that it only covers the footprint of the proposed converter station under each of options B(i) and B(ii). We also request that the remainder of the land within plot 1-32 that is proposed for landscaping/ecology measures instead be subject to compulsory acquisition powers to create new permanent landscaping rights. The part of plot 1-32 where the new access road is to be located should instead be subject to compulsory acquisition powers to create a new access. We request that these changes be made in relation to plot 1-32 together with any related amendments to the Book of Reference (document number 4.3) **[APP-024]** and the Land Plans (document number 2.2) **[APP-008]**.

6.7 Temporary use of land- plots 1-57 and 1-71: Our Clients' freehold interest in plots 1-57 and 1-71 will be subject to the power of temporary use for the purposes of activities connected to the construction of the converter station – please see Schedule 10 to the draft DCO (document 3.1) **[APP-019]** and Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**. Plot 1-57 currently forms part of the land which our Clients use to graze livestock and horses, and to grow grass and hay on. Plot 1-71 is the part of the track our Clients use to access their homes and agricultural buildings and to access their fields. This section of the track is also used by our Clients' horses to lead them into the fields and is the only route for heavy vehicles to access the Retained Land. The Promoter has failed to satisfy the relevant legal tests and requirements in the Guidance for the following reasons:

6.7.1 The effect of Article 30(3)(a) of the draft DCO (document number 3.1) **[APP-019]** is that the Promoter could take possession of plot 1-71 (the track) for a maximum of 4 years given that the construction and commissioning works for the converter station is estimated to take place between 2021 and 2024. This, to our Clients, would mean that their access to their homes and remainder of their freehold interest would be severely restricted and their business (in whatever form that would remain) would suffer because heavy vehicles would not be able to access the Retained Land. This too could mean that they will not be able to run a viable business as a result of the proposal. This is a disproportionate interference with our Clients' interests and rights as no exceptions are available for our Clients to make use of, in order to mitigate the severe impacts. We request that amendments are made to the proposals to allow for heavy vehicles and animals to continue to use this track in our Clients' case, and for

practical arrangements to be left to be agreed between the Promoter and our Clients; and

6.7.2 Requirement 22 (Restoration of land used temporarily for construction) of Schedule 2 to the draft DCO (document number 3.1) **[APP-019]** states that any land within the Order Limits which is used temporarily for construction must be reinstated to its former condition, or such condition as the relevant local planning authority may approve, within 12 months of the completion of the authorised development. Requirement 22, however, does not state how the "*former condition*" is to be assessed and by whom, nor is there any requirement on the Promoter to agree with the relevant owner of land what the "*former condition*" is. This may lead to the Promoter having sole discretion in determining what the "*former condition*" of such land is, to the detriment of our Clients. Even though Article 30(4) of the draft DCO states that restoration needs to be to the "*reasonable satisfaction of the owners of land*", this in itself does not preclude a situation where there is a dispute over what the land's former condition was and lead to an unsatisfactory outcome for our Clients with delay and disputes. Again, this is a disproportionate interference with our Clients' interests. We request that Requirement 22 be amended to oblige the Promoter to obtain an independent and suitable assessment to establish the baseline condition of the relevant land before temporary possession and use commences.

6.8 Exploration of all reasonable alternatives to compulsory acquisition: The table at paragraph 13 of Appendix D to the Statement of Reasons (document number 4.1) **[APP-022]** describes the Promoter's account of its negotiations with our Clients (please see pages 52 and 53 of the Statement of Reasons (document number 4.1) **[APP-022]**). Contrary to the Promoter's statements, there has been very little negotiation with our Clients or effort by the Promoter to reach a voluntary arrangement and avoid seeking compulsory acquisition powers. Despite numerous attempts by our Clients' agents over many months (since 2019) to progress private agreement discussions, there has been a distinct lack of engagement. Since November 2019, our Clients' land and compulsory purchase agents (Ian Judd & Partners) have had a total of one meeting, one telephone call and one emailed excel breakdown with the Promoter's agent, despite a large number of chasing emails and messages by Ian Judd & Partners requesting more engagement. We have also requested a first draft of a private agreement on a number of occasions but to date, nothing has been forthcoming. The Promoter has therefore not satisfied that requirement to only seek compulsory acquisition powers as a measure of last resort. e therefore disagree with the statement in paragraph 1.38 of the Statement of Reasons, which states that "*The Applicant has explored reasonable alternatives to compulsory acquisition and has made, and continues to make, attempts to acquire the required land and rights over land by voluntary agreement*". We request that the Promoter be required by the Secretary of State to put more effort and time into seeking a voluntary arrangement with our Clients.

6.9 Human rights: We consider articles 1 and 8 of the European Convention on Human Rights (ECHR) to have been infringed because:

6.9.1 Despite stating so in paragraph 7.10.7 of the Statement of Reasons (document number 4.1) **[APP-022]**, the Promoter has not sought to minimise the amount of land it needs to compulsorily acquire in relation to our Clients' interests;

6.9.2 Less intrusive measures are available to achieve the proposals on our Clients' Land. The Promoter does not have to compulsorily acquire all of our Clients' freehold interest in plot 1-32 as other less intrusive compulsory acquisition powers can be sought. We would also question whether the temporary stopping up of Footpaths 16 and 4 (discussed in more detail in paragraph 7 below) for the entire duration of the works relating to the converter station (between 2021 and 2024) is really necessary given that it is the primary route of access for our Clients and their business; and

6.9.3 In light of the above, there is no compelling case in the public interest for the extent of the compulsory acquisition powers currently being sought over our Clients' Land. A fair balance in this regard has not been struck. The harm that would be cause to our Clients outweighs the potential societal gain.

6.10 For these reasons, the Promoter has not met the requirements of law and Guidance with respect to the compulsory acquisition powers it is seeking over our Clients' Land. Accordingly, we request that:

6.10.1 The permanent compulsory acquisition of our Clients' freehold interest in plot 1-32 be reduced so that it only convers the footprint of the converter station as covered by options B(i) and B(ii); and

6.10.2 Only the compulsory acquisition of new landscaping rights be granted over the part of plot 1-32 that will be the subject of landscaping and ecology measures and mitigation; and

6.10.3 Only the compulsory acquisition of new access rights be granted over the part of the new access road that is located within plot 1-32; and

6.10.4 The relevant land plans and Book of Reference (document number 4.3) **[APP-024]** be amended to reflect the above.

7 ACCESS AND RIGHTS OF WAY

7.1 Access to our Clients' Land can be gained either from Crossway's Road, or via a track which is labelled as Footpath 16 and Footpath 4 on document number 2.5 **[APP-011]** (Access and Rights of Way Plan), sheet 1 of 10. Please see **Schedule 5** to these Written Representations for a plan showing the location of Crossway's Road.

7.2 Footpaths 4 and 16 lead into our Clients' Land from the east, from Broadway Lane.

7.3 Footpath 4 is a public right of way and falls outside our Clients' Land. It is covered by plots 1-60, 1-63 and 1-65, as shown on sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**.

7.4 Footpath 16 falls within our Clients' freehold interest and is covered by plot number 1-71 on sheet 1 of 10 of the Land Plans **[APP-008]**.

7.5 Our Clients benefit from a right of way over adjacent land which falls within the Order Limits (shown tinted brown on the title plan attached at **Schedule 2** to these Written

Representations). This right of way covers plot numbers 1-60, 1-63, and 1-65, and covers Footpath 4.

7.6 As mentioned above, our Clients use Footpaths 4 and 16 as an access to their homes, agricultural buildings, and their fields. These Footpaths are also used to lead our Clients' horses to and from the paddock and fields and are the only route for heavy agricultural vehicles to access the Retained Land and fields. Other accesses into our Clients' Land via Crossway's Road are either too narrow or have low-hanging trees that block large agricultural vehicles.

7.7 Chapter 22 of the Environmental Statement (document number 6.1.22) **[APP-137]** (traffic and transport) states at paragraph 22.1.2.6 that "*The use of Broadway Lane will affect Footpaths 16 and 4 which cross the Converter Station Area between Little Denmead Farm in the west and Broadway Farm in the east*".

7.8 The Promoter is proposing to temporarily stop up Footpath 4 and Footpath 16. This is shown on sheet 1 of 10 of the Access and Rights of Way Plan (document number 2.5) **[APP-011].**This means that whilst this track is temporarily stopped up, it would be extremely difficult for our Clients to access their homes and to operate their farming business from the Retained Land. Paragraph 22.6.5.12 of chapter 22 (traffic and transport) of the Environmental Statement (document number 6.1.22) **[APP-137]** states that PRoW Footpath 4 and 16 will be temporarily stopped up for the duration of works in this area. Paragraph 3 of the Environmental Statement states that the works relating to the converter station would take place between 2021 and 2024. This, combined with the effect of Article 30(3) (a) of the draft DCO (document number 3.1) **[APP-019]** (which allows the Promoter to remain in temporary possession of that route for a year longer after completion of those works), means a temporary stopping up over what could be up to 4 years would make it near impossible for our Clients to operate a reduced-scale farming and agricultural business from Retained Land, and our Clients could in effect lose their income and livelihood. Paragraph 22.6.5.12 of chapter 22 (traffic and transport) of the Environmental Statement (document number 6.1.22) **[APP-137]** also states that the temporary stopping up is likely to represent *"a High magnitude of impact on this Medium sensitivity link, resulting in a Moderate adverse effect for users of a temporary and medium-term nature. This effect is considered Significant*". The paragraph goes on to state however that, to the south, there is an alternate route for walkers via PRoW 19 and 28. In our Clients' case, given their age and health conditions, PRoW 19 and 28 will not be alternate routes for their because of their distance from our Clients' home, and thus the impact of the temporary stopping up would be highly significant.

7.9 Whilst Article 13(3) of the draft DCO (document number 3.1) **[APP-019]** states that reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by a temporary stopping up order if there would otherwise be no access, our Clients would not be able to rely on this article in relation to access for its horses or larger vehicles who must use Footpaths 16 and 4.

8 NOISE AND VIBRATION

8.1 Little Denmead Farm is identified as being a key environmental receptor with respect to noise and vibration (please for example see page 2-9 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]**. Paragraph 24.4.1.2 of chapter 24 of the Environmental Statement (document number 6.1.24) **[APP-139]** states that

Little Denmead Farm was part of 'Measurement Position 1' of the Promotor's baseline noise survey. Little Denmead Farm is also referred to as 'R5' in the context of it being a sensitive receptor to noise due to its location being within 300m of the proposed converter station (see paragraph 24.4.2.7 of Chapter 24 of the Environmental Statement). What is lacking from Chapter 24 is an analysis in layman's terms of what all the different sets of data presented for R5 mean and an explanation as to how the Promoter concluded that overall noise effects from the proposed works and the operation of the converter station would be "*negligible*". Until such information is provided, it is difficult to accept the Promoter's conclusions.

8.2 Paragraph 3.7.1.3 of Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that the construction works and activities relating to the converter station area is anticipated to take place in 10-hour shifts over six days a week, between 8am and 6pm, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel. This will cause significant noise impacts for our Clients as it will affect our Clients' peaceful enjoyment of their property. One of our Clients is not in good health, has recently suffered from [redacted]. Given the proximity with which our Clients will live to the works, they will be highly impacted by the noise and vibration caused by the works. We are also instructed by our Clients that representatives of Promoter, in their limited dealings with our Clients, made verbal representations that the works would only operate for five days a week and between 8am and 5pm. This is not what is stated in the Environmental Statement and so served to give our Clients, at best unclear and, at worst misrepresentative information.

8.3 Paragraph 5.3.12.8 of the Planning Statement (document number 5.4) **[APP-108]** states: "*The Converter Station Area is located in a sparsely populated area, and therefore it is feasible to predict the noise level from each stage of the construction works at specific surrounding sensitive Receptors, of which six were noted within 300 m of construction activities. The ES concludes that no significant Impacts will occur at the Converter Station Area during the Construction Stage noting the distances to the six sensitive Receptors and the temporary nature of the construction works. The implementation of the Onshore Outline CEMP will ensure that Impacts are reduced as far as practicable through the imposition of standard construction working hours and best practice construction methods including screening of works*." Our Clients' residential properties on the Retained Land (e.g. Little Denmead Cottage and the static caravan) lie within 300m of the construction activities. Please see the plan at **Schedule 6** to these Written Representations. We would question whether a 300m distance was an appropriate maximum distance to measure from and would request the Promoter to explain the basis of selecting this distance. Moreover, we would not categorise an estimated 3-year construction and commissioning period for the converter station as a "*temporary*" period of time. Being exposed to noise impacts for such a long period of time, especially where one of our Clients suffers from severe health issues, would cause significant harm to his health and wellbeing. This has not been adequately assessed by the Promoter, and we would request the Promoter to explain what specific noise reduction methods it would apply in relation to our Clients given their circumstances and location.

8.4 Whilst the 'Community Liaison' section of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** states on page 5-52 that "*Any noise complaints will be reported to the appointed contractor and immediately investigated, including a review of mitigation measures for the activity that caused the complaint*", there is no mention in that document of whether the Promoter would then take positive steps to deal with source

of the complaint. At the moment it only requires a 'review'. Our Clients' concern is that there is no guarantee from the Promoter that action will be taken and this could therefore expose our Clients to a continuing source of what is to them, unacceptable noise levels, both from a human health perspective but also in terms of the health of their livestock if they are affected by noise too.

8.5 Chapter 22 of the Environmental Statement (document number 6.1.22) **[APP-137]** dealing with traffic and transport, states at paragraph 22.4.6.3 that during the peak construction in the converter station area, it is anticipated there would be an estimated 43 two-way HGV movements (86 in total) per day, and an estimated 150 two-way employee car movements (300 in total) per day.It is unclear however whether the analysis in the noise chapter of the Environmental Statement (chapter 24) **[APP-139]** takes this into account. We request the Promoter confirms whether it does and explain what specific noise mitigation measures will be put into place for residents who live directly next to plot 1-32. This is a significant amount of traffic movement and is likely to cause considerable noise disturbance to our Clients.

9 DUST

9.1 One of our Clients suffers from [redacted].

9.2 Table 5.2 (Summary table of Dust risk results per Onshore Cable Corridor Section) on page 5-50 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** states that the converter station area is at a medium risk of dust impacts. However, table 23.78 (Summary of the Overall Dust Risk Construction Site Activity) of chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states that in relation to the Lovedean area and the construction of the converter station, there is a high risk of dust. This difference in conclusion leads us to question the accuracy of the Promoter's environmental assessment of dust impacts. We request the Promoter explains this conflict in risk level and confirms which risk level is correct, and why.

9.3 Paragraph 23.6.8.2 of chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states that any effects from dust will be temporary and transient and with the implementation of appropriate mitigation, the impacts during the Construction Stage are assessed as not significant. A construction and commissioning works period between 2021 and 2024 cannot be classed as being "*temporary*" in nature. Moreover, it is illogical to conclude that there is a low impact of dust if there is also assessed be a high risk of dust. In this regard, the Promoter's environmental assessment appears to be highly questionable. This raises additional concerns for our Clients as there will also livestock and horses on the Retained Land that would be exposed to a high risk of dust for three years. Such impacts (especially relating to agricultural and farming uses) do not appear to have been expressly assessed.

9.4 Chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states that the risk of dust will be effectively mitigated by the measures set out in the Onshore Outline Construction Environmental Management Plan ("**Onshore OCEMP**") (document number 6.9) **[APP-505]**. However, we question this. Page 5-31 of the Onshore OCEMP states that the following measures will be used: Water/surfactant will be sprayed to damp down any potentially contaminated dust; temporary surface water drainage and vehicle wheel washes will be used; precautions will be taken while transporting excavated materials off-site; and construction stage air monitoring may be used to check the effectiveness of damping down of the dust on

site. These measures do not go far enough. How realistic would it be to catch all sources of dust with water sprays on what will be such a large construction site? There are also no details provided of what "*precautions*" will be taken when transporting materials off-site. Also, air monitoring ***"may"*** (not "*will be*") carried out to check on the effectiveness of the measures taken – i.e. it is not guaranteed that the Promoter will even check and monitor the risk of dust. We request that stronger measures are put in place that firmly bind the Promoter, to ensure that the high risk of dust anticipated will actually be mitigated. Until that is done, we disagree with the Promoter's assessment that the measures in the Onshore OCEMP really will reduce the high risk of dust to a low impact in practice.

10 AIR POLLUTION

10.1 Stoneacre Copse is ancient woodland which lies within our Clients' freehold interest and directly adjacent to the Order Limits (it borders and cuts into plot 1-32) – i.e. it will remain within our Clients' ownership.

10.2 Chapter 16 (paragraphs 16.6.1.9 and 16.6.1.10) of the Environmental Statement (document number 6.1.16) **[APP-131]** states that air pollution in the area around the converter station area will increase during construction through work traffic and vehicle movements. This would lead to deposition of nitrogen compounds leading to nutrient enrichment of the ancient woodland, and changes in the botanical community to species that favour high nutrient soils. Stoneacre Copse is closer than the two other ancient woodlands in the area at 50m from the converter station footprint. However, nitrogen emissions by construction vehicles will be temporary and low level, and would not lead to perceptible changes above background levels (construction stage nitrogen emissions at the converter station area are considered an impact of negligible significance).

10.3 We would make the same point in this context as to how a three year period of construction and commissioning works would equate to involving "*temporary*" emissions from construction vehicles. That in the most ordinary sense does not sound temporary and we would ask the Promoter to justify this statement further.

11 CONTAMINATION OF LAND

11.1 As mentioned above, Stoneacre Copse is ancient woodland which lies within and will remain in our Clients' freehold interest and directly adjacent to the Order Limits (it borders and cuts into plot 1-32). Chapter 16 of the Environmental Statement (document number 6.1.16) **[APP-131]** states in paragraph 16.6.1.8 (page 16-63) that in relation to Stoneacre Copse, increases in pollutants such as dust and chemicals in waterborne run-off, could lead to "*effects*" during the construction stage. The term "*effects*" is not elaborated on. It goes on to state that this would be "*controlled effectively*" by standard measures as part of the Onshore OCEMP **[APP-505]**. This is not the same as avoiding causing contamination, which implies that a degree of contamination will still be caused. Other than the provisions of Article 17(8) in the draft DCO (document number 3.1) **[APP-019]** which prohibit discharges into controlled waters without the relevant environmental permit, there is no positive and express requirement to remediate the anticipated contamination that could be caused to land outside the Order Limits (such as Stoneacre Copse) where the Environmental Statement expressly identifies (as it does here) known risks of pollution that could be caused to sensitive sites.

12 ARTIFICIAL LIGHT

12.1 Document number 5.3 **[APP-107]** (Statutory Nuisance Statement) states at paragraph 4.2 that artificial lighting is proposed to illuminate the outdoor converter station area during both construction and operational stages. It states that a requirement is included in the draft DCO (document number 3.1) **[APP-019]** relating to external construction lighting to prevent light spillage.

12.2 Requirement 23 of Schedule 2 of the draft DCO (document number 3.1) **[APP-019]** relates to the control of lighting during operational period. It states that during the operational period there will be no external lighting of Works No. 2 during hours of darkness save for in exceptional circumstance, including emergencies and urgent maintenance.

12.3 Requirement 23 however will not provide sufficient protection to our Clients. It allows external lighting during "*exceptional circumstances*"; there is no definition of what those "*exceptional circumstances*" could be; all that is provided in the wording are examples, leaving it completely reliant on the Promoter's subjective and unchecked view as to what is an "*exceptional circumstance*".

12.4 Whilst the Statutory Nuisances Statement **[APP-107]** itself broadly defines what measures could be in place, these measures are not set out in any formal lighting strategy (that we can see) which the Promoter is bound to abide by during the converter station's operation – i.e., the measures are in a statutory nuisances statement which is an odd place to contain operational external lighting measures.

12.5 There is also no requirement in the draft DCO **[APP-019]** for the Promoter to submit any form of external lighting strategy for operational purposes in relation to exceptional circumstances (as there is in Requirement 16 in relation to external construction lighting) to the relevant local planning authority so that it can check what the exceptional circumstances could be and to place protections against light pollution for those like our Clients who will live next to the converter station.

12.6 We therefore request that the wording of Requirement 23 in the draft DCO **[APP-019]** be amended to require the submission of a lighting strategy to the local planning authority for scrutiny and approval and for a better definition of "*exceptional circumstances*" to be inserted into the draft DCO or for Requirement 23 to require the lighting strategy to set this out. Without this, we disagree that there would be an insignificant effect of artificial lighting on our Clients.

13 IMPACTS ON HUMAN HEALTH

13.1 Due to the concerns set out above in relation to air, dust, light, noise and vibration, the Promoter's assessment in table 26.19 of chapter 26 of the Environmental Statement (document number 6.1.26) **[APP-141]** that there will be a negligible to minor impact on human health within the converter station area during its construction and operation, is questionable.

13.2 This is of particular concern to one of our Clients who suffers from [redacted]

13.3 With regard to air quality impacts on human health during the construction of the converter station, paragraph 26.6.2.3 of Chapter 26 of the Environmental Statement dealing with human

health (document number 6.1.26) **[APP-141]** states that there may be temporary residual minor adverse health impacts from associated anxiety due to perceived health effects, annoyance and nuisance from construction dust. However, what could be classed as a minor effect on a person who is healthy could on the contrary have a much more detrimental effect on someone who is elderly and with serious [redacted]. A material weakness of the human health assessment is that it does not take account of or provide any analysis of those who (like our Clients) will be living directly adjacent to the proposed converter station. The assessment is very general and due to this, is inadequate because the impacts on our Clients will not be negligible (which is what the assessment concludes).

13.4 In terms of the impact on human health of the temporary stopping up of Footpaths 4 and 16 between 2021 and 2024, paragraph 26.6.2.10 of Chapter 26 of the Environmental Statement (document number 6.1.26) **[APP-141]** states that this is not considered to add substantial distance to the journey length and that this is only anticipated to result in a minor reduction in connectivity during construction. The impact on our Clients' use of this right of way however has not been properly assessed. Our Clients use this right of way for their daily walking exercise and the stopping up will mean that they will not have any other track that is close to their house to use for such purposes. Given their ages and health conditions, this will have a detrimental impact on their overall health and wellbeing. The Promoter itself acknowledges (in paragraph 26.6.2.12 of Chapter 26 of the Environment Statement (document number 6.1.26) **[APP-141]** that "*A reduction in … physical activity may have a greater impact on vulnerable groups including older people*". We would question whether the proposed temporary stopping up therefore needs to last for the entirety of the construction period, and whether instead, the period of stopping up could be reduced or phased so as to allow more access to our Clients in particular.

13.5 In terms of the impact of the operation of the converter station on the overall wellbeing of residents like our Clients who will be living close to the converter station, paragraphs 26.6.2.27 and 26.6.2.28 of chapter 26 of the Environmental Statement (document number 6.1.26) **[APP-141]** states that "*it is anticipated that the noise from the Converter Station Area may be audible under certain operating and climatic conditions at the nearest residential receptors. Therefore, the Converter Station Area during operation may result in perceived annoyance and associated adverse effects on psychological health for nearby residents. This may cause anxiety for some residents and could lower levels of quality of life or wellbeing. Overall, it is considered that the residual operational noise from the Converter Station Area will have a permanent, long-term, negligible to minor adverse effect (not significant) on human health receptors (residential receptors in close proximity)*." We fail to see how in light of such negative effects, a conclusion can be reached that the impacts will be negligible to minor adverse. No explanation has been provided to explain this leap in analysis. This is particularly concerning for our Clients who will be living in very close proximity to the converter station and its access road, given their age and health conditions. For these reasons the Promoter's assessment on impacts on human health are not accurate in this regard.

14 WILDLIFE AND CONSERVATION

14.1 As stated above, our Clients have observed a number of species of wildlife on their land within the Order Limits. These include multiple badger sets (at least 5 to 6), foxes, rabbits, barn owls, tawny owls, buzzards, fallow deer, muntjac deer, red kites, and varieties of woodpecker. It is unclear to what extent the assessment in chapter 16 of the Environmental Statement (Onshore

Ecology) (document number 6.1.16) **[APP-131]** considers their presence and what account will be taken of them in order to avoid their harm. We note that paragraphs 16.5.1.27 to 16.5.1.31 of chapter 16 discuss the presence of badgers and that the territory of one clan of badgers could not be established. If that is the case, will there be a requirement on the Promoter to conduct another assessment before works begin, to ensure the proper protection of badgers within the Order Limits?

14.2 Paragraph 16.6.1.1 of chapter 16 of the Environmental Statement **[APP-131]** also acknowledges that there will be a loss of important species caused by the construction works related to the converter station, but that the Promoter will reply on re-landscaping and re-planting to enhance biodiversity. The issue with this is the time it would take to restore the loss of important species through this approach; that assessment does not appear to have been carried out. We request the Promoter explains how it has factored in the amount it would take to restore the loss of important species

15 HEDGEROWS

15.1 The TPO and Hedgerows Plan (document number 2.12) **[APP-018]**, and figure 16.4 of the Environmental Statement (document number 6.2.16.4) **[APP-293]** indicate that the following important hedgerows are located within our Clients' freehold interest on plot 1-32: HR07, HR08, HR09, HR10, HR13, HR14, HR16, HR18, HR19, HR20, HR26 and HR27.

15.2 Hedgerows HR27, HR26, HR20, HR19, HR16, and HR09 are species-rich hedgerows. HR13, HR14, HR10, HR08 and HR07 are species-rich hedgerows with trees.

15.3 There is also located within this land an "*other hedgerow*" labelled HR18, which is a species-poor hedgerow.

15.4 Chapter 16 of the Environmental Statement (paragraphs 16.6.1.13 to 16.6.1.15) (document number 6.1.16) **[APP-131]** state that the direct impacts of construction of the Converter Station will lead to the permanent loss of 410m of species-rich hedgerow within Section 1 (the converter station area, which covers most of our Clients' land within plot 1-32). They also state that this would will lead to the temporary loss and fragmentation of habitats. Whilst embedded mitigation and proposed landscaping will offset ecological effects "*there will be a period following the completion of construction and landscaping where planting will be immature and will need time to grow-in. During this time habitat would be of a lower quality to that lost, an adverse impact of low magnitude, minor effects that are not significant*." The issue with this conclusion is that there is no reference to how long a period it would take for the new planting to grow in order to provide an increase in the overall long term area of habitat. No explanation or assessment is provided. To that end, it is difficult to accept that there will be a low magnitude of impact on species affected by hedgerow removal. We therefore do not consider that a proper assessment and conclusion have been carried out and reached in this regard.

16 DECOMMISSIONING

16.1 Requirement 4 of Schedule 2 of the draft DCO (document number 3.1) **[APP-019]** relates to the options proposed for the location of the converter station. It requires the Promoter to confirm which option it will select prior to the commencement of any works within Work No. 2. The drafting of Requirement 4 however needs to be amended as it is unclear **to who** the

Promoter needs to provide its confirmation to, and whether the confirmation needs to be in writing. We request that the wording of Requirement 4 be amended in this regard.

16.2 Whilst the subject of decommissioning is mentioned in multiple chapters in the Environmental Statement, the draft DCO **[APP-019]** does not contain any provisions, requirements or controls over how decommissioning will be carried out and how its impacts will be controlled or avoided. This is a material omission. Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that the Promoter is applying for consent for the proposed scheme for an indefinite period. "If *the Proposed Development and associated equipment is deemed to have reached the end of its design life, then the equipment may be decommissioned in an appropriate manner, and all materials reused and recycled where possible*." Firstly, would the Secretary of State accept that the design life of the proposed scheme could last forever? That appears to be the Promoter's starting point, and that the expiry of the design life and a need to decommission are only a "*maybe*". No explanation or evidence is provided as to why that is the case, as consent is apparently being sought on the basis that the physical structure of this scheme will last forever, requiring no further analysis of the need to decommission as part of the application documents. This approach would set a dangerous precedent if accepted. As to what the "*appropriate manner*" of decommissioning may be, there is again no further detail. There is not enough information in the Environmental Statement to demonstrate that the Promoter has properly assessed the possible impacts of decommissioning. We therefore request that at the very least, a suitable Requirement is inserted into the draft DCO requiring the Promoter to submit to the local planning authority for approval a full decommissioning strategy before it commences any decommissioning, setting out a decommissioning programme, a full assessment of its impacts, and a plan for the mitigation of those impacts.

17 CONCLUSIONS

17.1 We have set out above a large number of shortcomings of the Promoter's application for a development consent order.

17.2 We have also set out above a large number of significant adverse impacts the proposed scheme will have on our Clients.

17.3 We respectfully request the Examining Authority to take into account the various requests for additional information, explanations, and amendments to be provided or made by the Promoter.

Blake Morgan LLP

6 October 2020

SCHEDULE 1 – OFFICIAL COPY OF REGISTER OF TITLE FOR TITLE NUMBER HP763097

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

HM Land Registry

Official copy of register of title

Title number HP763097 | Edition date 20.11.2013

- This official copy shows the entries on the register of title on 16 JUL 2020 at 09:25:00.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 16 Jul 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : WINCHESTER

1 (13.08.2013) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Little Denmead Farm, Broadway Lane, Denmead, Waterlooville (PO8 0SL).

2 (13.08.2013) The land has the benefit of a right of way over the land tinted brown on the title plan.

3 (20.11.2013) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (13.08.2013) PROPRIETOR: GEOFFREY CARPENTER of [redacted] Little Denmead Farm, Broadway Lane, Denmead, Waterlooville PO8 0SL and PETER CARPENTER of [redacted] Little Denmead Farm, Broadway Lane, Denmead, Waterlooville PO8 0SL.

2 (13.08.2013) The value stated as at 13 August 2013 was £1,080,000.

3 (13.08.2013) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

4 (13.08.2013) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (13.08.2013) The land is subject to a right of way over the land tinted blue on the title plan.

2 (13.08.2013) The land is subject to the rights granted by a Deed of Grant dated 21 September 1964 made between (1) Reginald John Crosswell Carpenter and Harold Albert Carpenter and (2) Central Electricity Generating Board .

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

3 (13.08.2013) Restrictive Covenant created by a Deed dated 30 December 1994 made between (1) Energis Communications Limited and (2) Gilbert Raymond Carpenter and Donald Edwin Carpenter but neither the original nor a certified copy or examined abstract of it was produced on first registration.

NOTE: This information was taken from a Land Charge Class D (ii) dated 12 January 1995 reference number 2051.

4 (13.08.2013) Restrictive Covenant created by a Deed dated 30 December 1994 made between (1) Energis Communications Limited and (2) Gilbert Raymond Carpenter and Donald Edwin Carpenter but neither the original deed nor a certified copy or examined abstract of it was produced on first registration.

NOTE: This information was taken from a Land Charge Class D (ii) dated 12 January 1995 reference number 2052.

5 (20.11.2013) The land is subject to the rights granted by a Transfer dated 11 November 2013 made between (1) Geoffrey Carpenter and Peter Carpenter and (2) National Grid Electricity Transmission Plc.

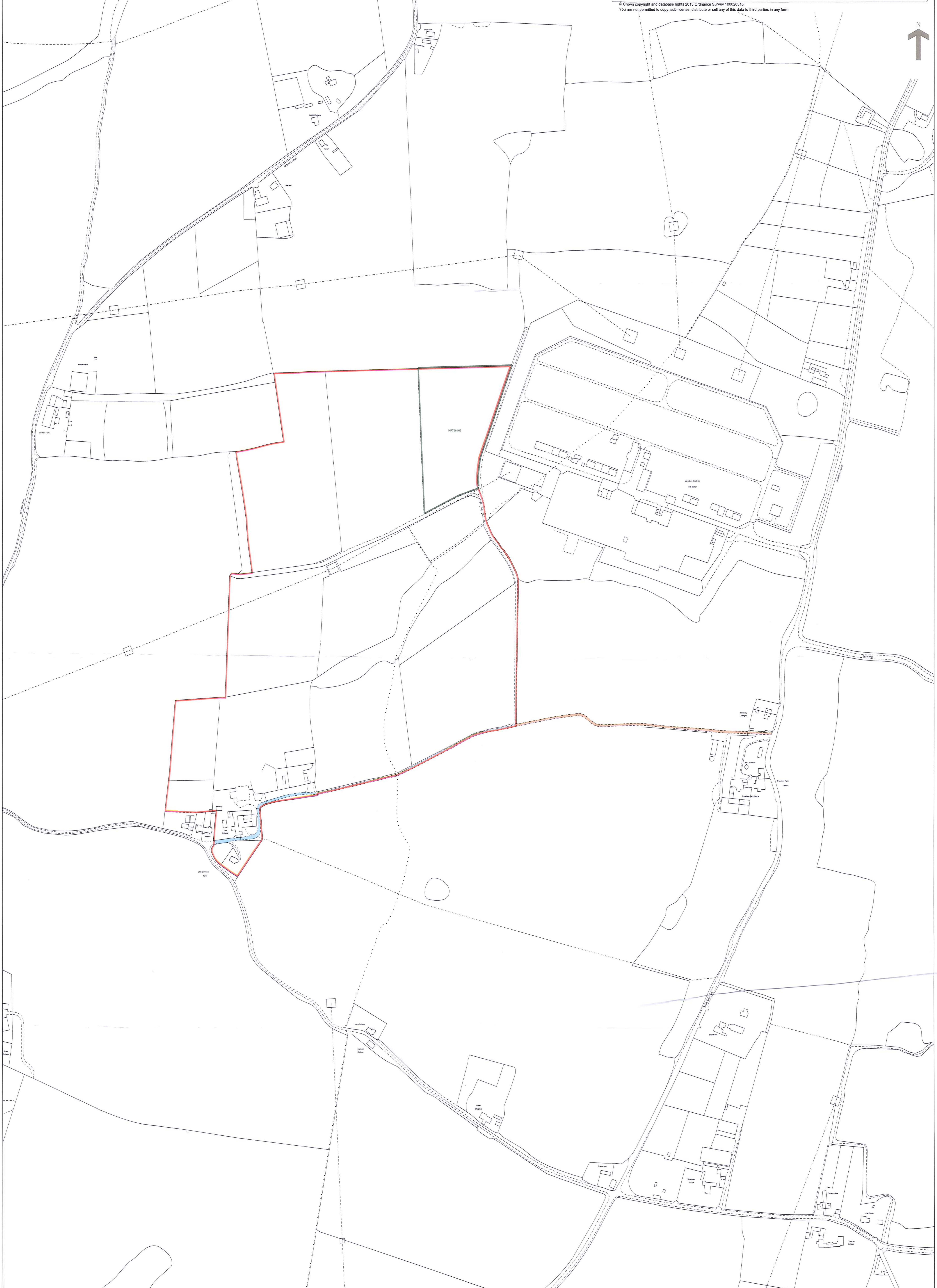
NOTE: Copy filed under HP766105.

End of register

SCHEDULE 2 – TITLE PLAN FOR TITLE NUMBER HP763097

HM Land Registry
Official copy of title plan

Title number **HP763097**
Ordnance Survey map reference **SU6713SW**
Scale **1:2500**
Administrative area **Hampshire: Winchester**



This official copy issued on 23 July 2020 shows the state of this title plan on 23 July 2020 at 10:10:51.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

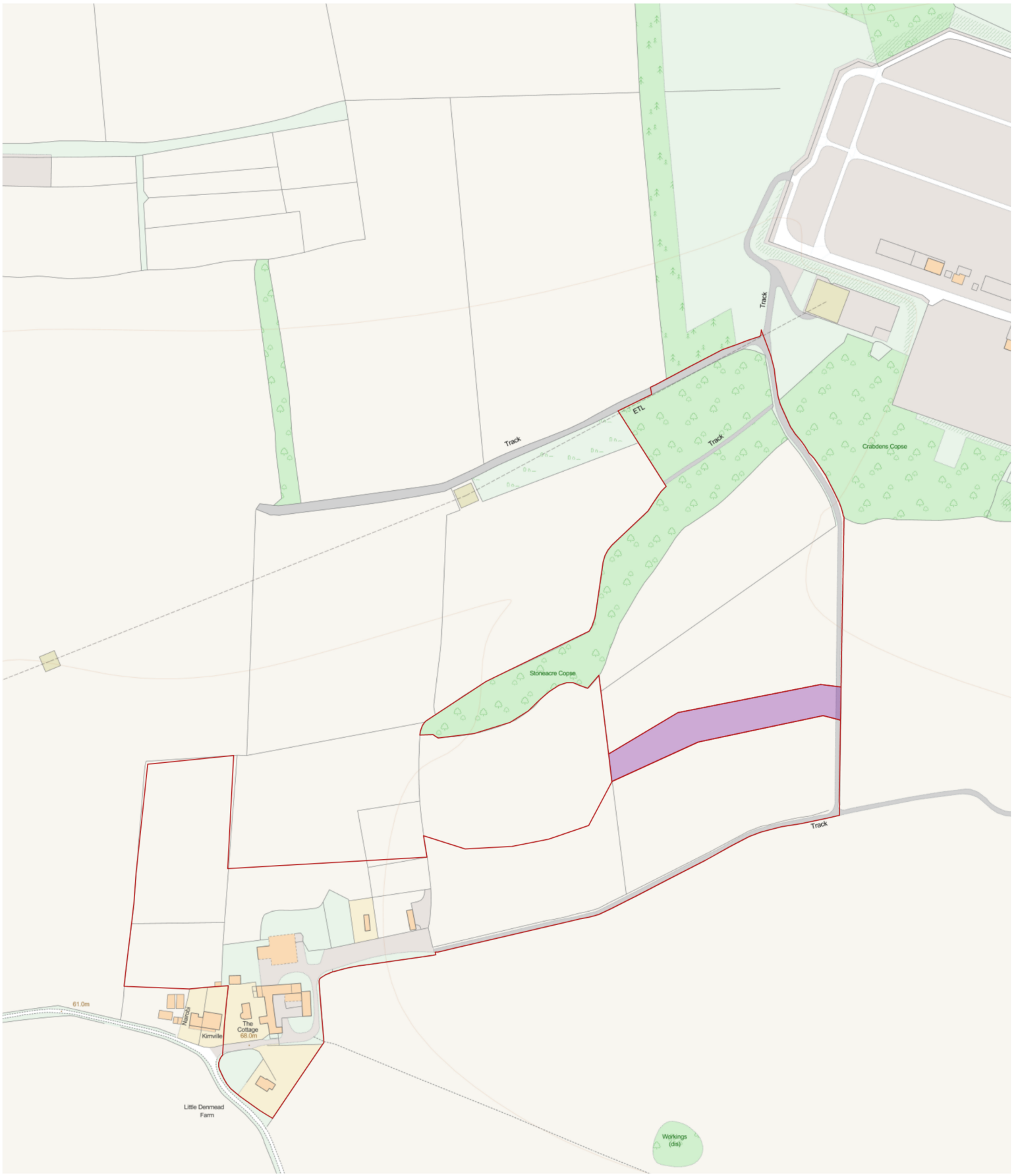
SCHEDULE 3 – AERIAL IMAGE ONE AND AERIAL IMAGE TWO OF OUR CLIENTS' LAND


Modern Steel Framed Buildings
[redacted]
[redacted]
Traditional Farm Buildings
Farmhouse


Pony Paddocks

SCHEDULE 4 – PLAN SHOWING THE EXTENT OF THE RETAINED LAND

The land app



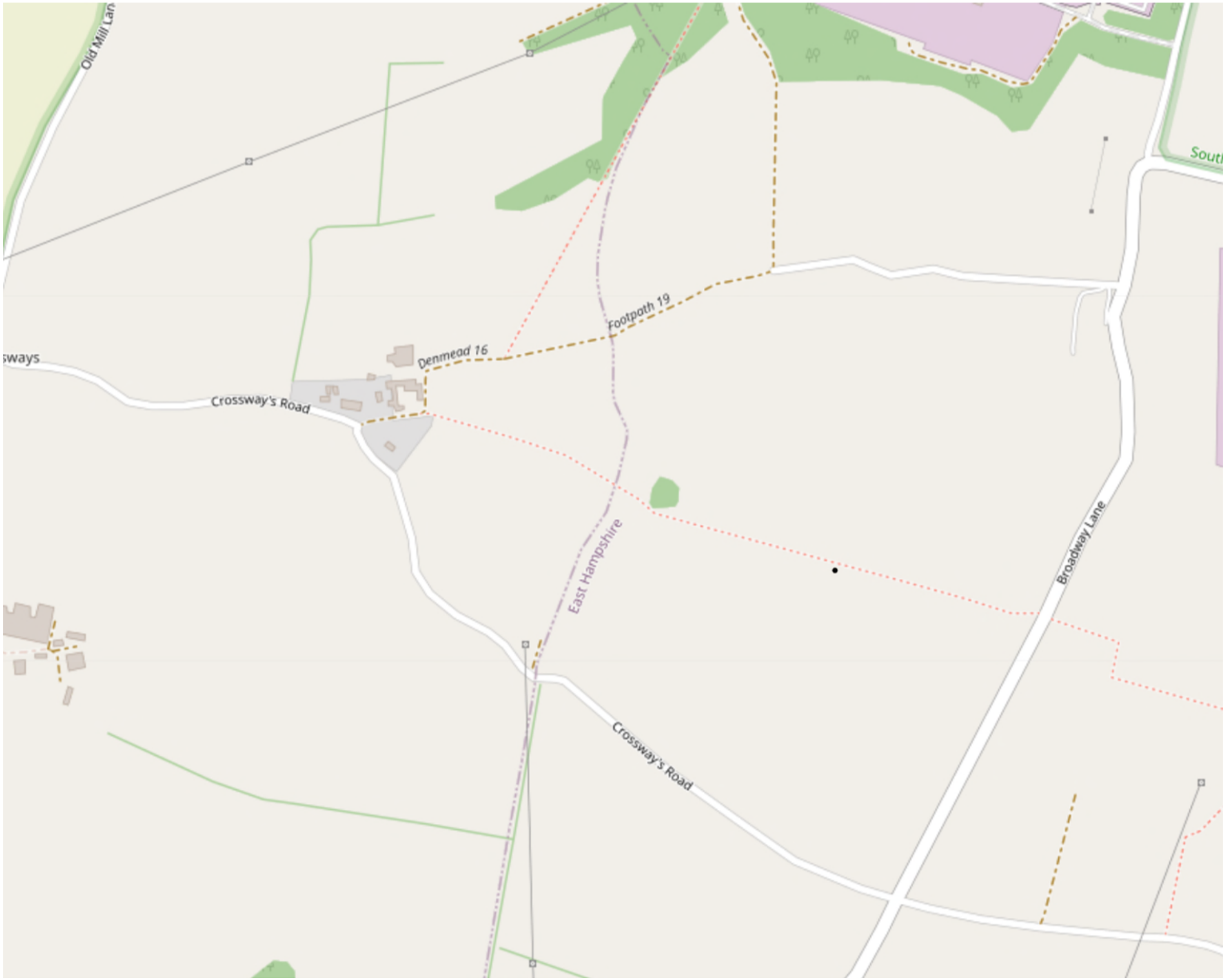
For Identification Purposes only

50 m

Scale 1:3500 (at A4)

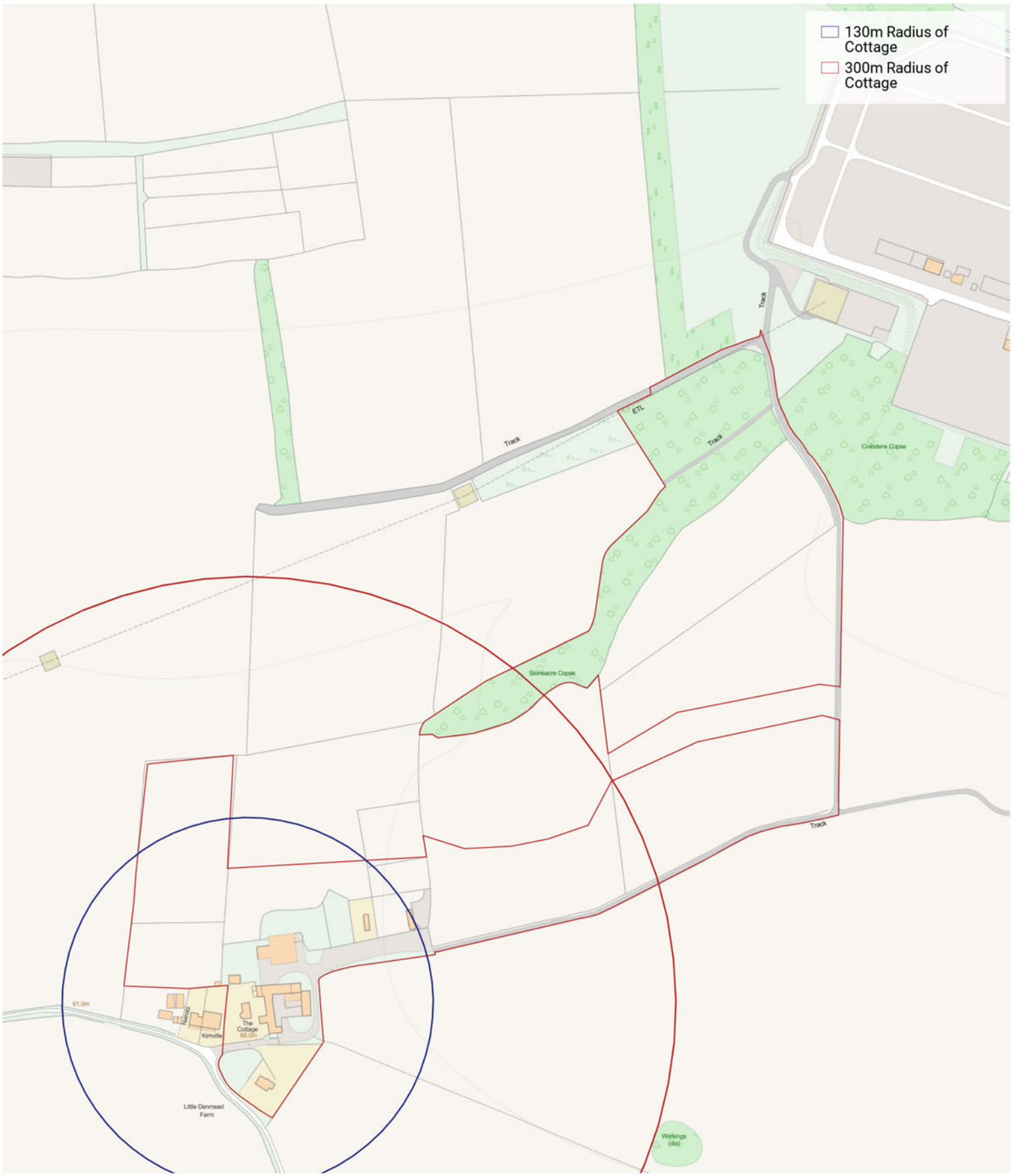
N

SCHEDULE 5 – ROAD NAMES NEAR LITTLE DENMEAD FARM


Old Mill Lane
Footpath 19
Denmead 16
Crossway's Road
East Hampshire
Broadway Lane
Crossway's Road

SCHEDULE 6 – 300M RADIUS OF CONSTRUCTION WORKS FOR CONVERTER STATION

The land app



50 m
Scale 1:3500 (at A4)
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Date: 6 October 2020

Application by Aquind Limited for a Development Consent Order for the 'Aquind Interconnector' electricity line between Great Britain and France (PINS reference: EN020022)

Written Representations

On behalf of

Mr. Geoffrey Carpenter & Mr. Peter Carpenter

Registration Identification Number: 20025030

Submitted in relation to Deadline 1 of the Examination Timetable

BLAKE MORGAN

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk
Ref: 584927-6

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1 INTRODUCTION

1.1 We act for Mr Geoffrey Carpenter and Mr Peter Carpenter, who are the joint owners of Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL (our "**Clients**").

1.2 Little Denmead Farm falls within the 'Converter Station Area' of the proposals.

1.3 We submitted Relevant Representations (document number RR-055) on behalf of our Clients on 14 February 2020.

1.4 Our Clients have serious concerns over the impacts of the proposed scheme on their health and livelihoods, and we are instructed to make these Written Representations on their behalf. The wider Carpenter family have owned Little Denmead Farm since 1939 and face the prospect of having to end over 80 years of farming history due to the impacts of the proposals.

2 TITLE

2.1 Freehold interest

2.1.1 Our Clients jointly own the freehold interest in land known as Little Denmead Farm.

2.1.2 Our Clients' freehold interest is registered at HM Land Registry under title number HP763097, a copy of the Official copy of Register of Title is at **Schedule 1** to these Written Representations (our "**Clients' Land**"). This freehold interest was registered on 13 August 2013.

2.1.3 The extent of the freehold interest is shown outlined in red on the title plan filed under title number HP763097, a copy of which is attached at **Schedule 2** to these Written Representations. The land edged in green on the title plan was transferred out of our Clients' freehold interest and is now registered separately under title number HP766105, under the ownership of National Grid.

2.1.4 Our Clients' freehold interest covers 53.21 acres of land.

2.1.5 The land within the Order Limits covers a significant part (but not all) of our Clients' freehold interest. The area covered by plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 (as shown on Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]** falls within our Clients' freehold interest.

2.1.6 Comparing the Order Limits (as shown edged red on Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]** with our Clients' title plan, it can be seen that the Order Limits cut through our Clients' freehold interest, with small parts of land within their ownership falling outside the Order Limits. The parts of our Clients' Land that falls within the Order Limits covers 33.6335 acres.

2.2 Right of way

2.2.1 Our Clients benefit from a right of way over adjacent land which falls within the Order Limits (shown tinted brown on the title plan attached at **Schedule 2** to these Written Representations).

2.2.2 This right of way covers plot numbers 1-60, 1-63, and 1-65 which are shown on Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]** .

3 DESCRIPTION OF OUR CLIENTS' LAND AND ITS USES

3.1 Our Clients' Land (as defined in paragraph 2.1.2 above) consists of a number of residential and agricultural buildings, open yards and spaces, stables, paddocks and fields.

3.2 Our Clients purchased the freehold interest in order to operate a farming business from it, to live on that land, and to ultimately retire there.

3.3 Our Clients' farming business is configured for and involves the rearing of livestock for sale (cattle), the growth of grass for use as fodder for their livestock, and the production of hay.

3.4 Copies of two aerial images of our Clients' Land are attached **at Schedule 3** to these Written Representations.

3.5 The parts of our Clients' Land that do not fall within the Order Limits (the "**Retained Land**") consist of a number of residential houses, a caravan, agricultural buildings, open yards and storage spaces, stables, woodland, paddocks, a small part of their fields, and an access track. A plan of the extent of the Retained Land shown edged in red is attached at **Schedule 4** to these Written Representations. Whilst the Retained Land does not fall within the Order Limits, it is directly adjacent to the Order Limits, and the buildings on and uses of the Retained Land will be directly impacted by the proposals due to their proximity and because our Clients live on and operate their business from it. It is therefore important to understand what buildings and uses fall within the Retained Land.

The Retained Land

3.6 "*Aerial Image One*" attached at **Schedule 3** to these Written Representations shows the southern-most part of our Clients' Land, which forms part of the Retained Land.

3.7 The main access to the residential property and the agricultural buildings within the Retained Land (with all but large vehicles) is from Crossway's Road, which is an unclassified road that leads from Broadway Lane to the south, and from Edney Lane to the North. Our Clients' horses and large heavy goods and agricultural vehicles cannot however use Crossway's Road to access the Retained Land (or their land within the Order Limits) because it is too narrow and has overhanging trees. Instead, horses and large vehicles access the Retained Land and the land within the Order Limits from Broadway Lane to the east and down a track known as Footpaths 4 and 16. This is a stone track, with a gate at Broadway Cottage. This track is also often used by Peter Carpenter to access the farmyard as an alternative access to Crossway's Road. A plan of the location of Crossway's Road is attached at **Schedule 5** to these Written Representations.

3.8 The buildings and uses of the Retained Land consist of:

3.8.1 A farmhouse which was previously occupied by our Clients but is currently vacant;

3.8.2 Little Denmead Farm Cottage, [redacted]

3.8.3 To the east of Little Denmead Cottage are several agricultural buildings with two wings. They are labelled as 'Traditional Farm Buildings' on Aerial Image One. The first wing runs north-south, and the second wing is situated above the first wing, and runs west to east protruding out to form an 'r' shape. Our Clients use these agricultural buildings to house their livestock. They also contain stabling, pens for calves and horses, as well as machinery and tools;

3.8.4 North of the 'Traditional Farm Buildings' are further agricultural buildings. These are labelled as 'Modern Steel Framed Buildings' on Aerial Image One. These buildings are used to store agricultural materials, hay for livestock, and the occupation of livestock when needed;

3.8.5 To the east of the 'Modern Steel Framed Buildings' is a static caravan where [redacted]

3.8.6 To the east of the caravan there are stables for horses. There are professional show jumping horses housed in these stables. In connection with these stables there are paddocks (the location of which is shown on "*Aerial Image Two*"), which are used for the run of the horses and show-jumping practice by our Clients' grandchildren;

3.8.7 A number of open yards and spaces on which is stored various containers, fuel tanks, and machinery; and

3.8.8 Parts of the fields that are used by grazing livestock and horses, and for growing grass and hay.

Description of our Clients' Land falling within the Order Limits

3.9 The part of our Clients' Land which falls within the Order Limits covers 33.6335 acres and covers plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72. This part of their land is shown on Aerial Image Two attached as part of **Schedule 3** to these Written Representations. The features and uses of our Clients' Land which falls within the Order Limits are as follows:

3.9.1 Open land that is mainly used for commercial farming and agricultural purposes, including hay production and livestock grazing where cows and horses are put out to pasture;

3.9.2 Paddocks that are used by our Clients' professional show-jumping horses;

3.9.3 The land supports a wide range of wildlife, which to our Clients' personal knowledge includes multiple badger sets (at least 5 or 6 sets), foxes, rabbits, barn owls, tawny owls, buzzards, fallow deer, muntjac deer, red kites, and varieties of woodpecker;

3.9.4 Our Clients' use the open land for leisure purposes, including for daily walks and for walking their dogs. Mr Geoffrey Carpenter recently suffered [redacted] and continues to suffer from serious health conditions such as [redacted] (the specifics of which we are unable to disclose to the public). He uses this part of

the land on a daily basis for his exercise, which he must undertake for health purposes;

3.9.5 Our Clients' grandchildren ride their quad bikes on the open land; and

3.9.6 The open land is also used for rough shooting.

3.10 Access to the part of our Clients' Land falling within the Order Limits can be gained via Footpath 16 and Footpath 4 which join the section of Broadway Lane that runs parallel to the east of our Clients' Land. The locations of Footpaths 14 and 6 are shown on Sheet 1 of 10 of the Access and Rights of Way Plans (document number 2.5) **[APP-011]** and they are also covered by plot numbers 1-71 and 1-51.

3.11 Paragraph 22.1.2.6 of chapter 22 of the Environmental Statement which relates to traffic and transport (document number 6.1.22) **[APP-137]** states that the use of Broadway Lane as part of the proposals will affect Footpaths 16 and 4.

3.12 Part (or possibly all) of Footpath 16 is located on our Clients' Land. Sheet 1 of 10 of the Access and Rights of Way Plans (document number 2.5) **[APP-011]** does not indicate where Footpath 4 ends and where Footpath 16 begins, so it is difficult to determine.

3.13 The footpaths that cover plot numbers 1-51 and 1-71 (which are marked as "*track*" on Sheet 1 of 10 of the Land Plans, document number 2.2 **[APP-008]**) are used by our Clients for access to the Retained Land and to the middle of the fields on their land. This track is also the only access available to our Clients that can support large and heavy farm and agricultural vehicles leading on to their land. Other accesses into their land are either too narrow or have low-hanging trees that block large agricultural vehicles.

4 WORKS PROPOSED ON OUR CLIENTS' LAND

4.1 The part of our Clients' Land falling within the Order Limits (covering plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72) is situated within the following Works Numbers:

4.1.1 Works Number 2 (Works to Construct Converter Station) – plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, and 1-71; and

4.1.2 Works Number 3 (Temporary Work Area of up to 5 hectares associated with Works No. 1, 2 & 4) – plot numbers 1-51 and 1-57.

4.2 Works Numbers 2 and 3 are shown on Sheet 1 of 12 of the Works Plans (document number 2.4) **[APP-010]**.

4.3 Works Numbers 1, 2, and 3 fall within the 'Stage 1 Works' area of the proposals (as described in the Statement of Reasons (document number 4.1) **[APP-022]**). The description of these proposed works is summarised in paragraph 5 of the Statement of Reasons as follows:

"*Section 1 - Lovedean (Converter Station Area)*

5.3.2 The converter station compound is proposed to be located within a predominantly rural area on the edge, but outside of, the South Downs National Park, and to the north west of Waterlooville. The land is predominantly agricultural, although the site of the proposed

compound is in close proximity to the existing National Grid Lovedean substation (east of the proposed converter station). The precise siting of the converter station is subject to ongoing engagement with National Grid.

5.3.3 The Proposed Development includes an HVAC cable connection between the converter station and the Lovedean substation.

5.3.4 Two telecommunications buildings are also proposed within the converter station area. Landscaping (including re-profiling if/where appropriate and associated planting) is proposed around the perimeter of the converter station and at other locations further from the converter station where deemed necessary."

4.4 Converter station: The proposed converter station is to be located within plot 1-32, on a hillside sloping downwards from north to south. The entirety of plot 1-32 falls within our Clients' Land and is currently open agricultural land used for the grazing of horses and livestock, the growing of grass for livestock fodder, and for the production of hay. Plot 1-32 measures 30.6461 acres, which is the equivalent to 12.402 hectares. There are two possible locations for the converter station within plot 1-32, options B(i) and B(ii), and these are shown on Sheet 1 of 3 of the Converter Station and Telecommunications Buildings Parameter Plans Combined Options plan (document number 2.6) **[APP-012]**. The proposed converter station area footprint is 200 m x 200 m (4 hectares) (as per paragraph 3.6.3.2. of Chapter 3 of the Environmental Statement, document number 6.1.3 **[APP-118]**).

4.5 Chapter 3 of the Environmental Statement **[APP-118]** describes the proposed development and paragraph 3.6.3.40 of that chapter states that the construction and commissioning works for the converter station are currently anticipated to be undertaken between the years 2021 and 2024. A construction compound will be located within the converter station area for the duration of the construction which shall have facilities for mess, welfare and approximately 150 car parking spaces. Temporary fencing will be used to secure the areas under construction during the construction works. Given the topography of the converter station area, bulk earthworks would be required to create a level platform to accommodate the converter station. Cable trench works will be required, as well as building service works (such as below ground utilities, floodlighting, cable works, pipes, hydrants, tanks and pumps) will be carried out following the main construction works.

4.6 Telecommunications building: A telecommunications building is also proposed to be located on our Clients' Land within plot 1-32, in relation to both options B(i) and B(ii) for the converter station – please see Sheet 2 of 3 and Sheet 3 of 3 of the Converter Station and Telecommunications Buildings Parameter Plans Combined Options plan (document number 2.6) **[APP-012]**. This telecommunications building will (according to Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]**) house telecommunications equipment so that it is more easily accessible for maintenance purposes and in connection with the proposed use of fibres for commercial telecommunications purposes. According to paragraph 3.6.3.24 of chapter 3 of the Environmental Statement, the telecommunications building will have a maximum footprint of 8 m long x 4 m wide x 3m high and will also have secure fencing, access and parking for up to two vehicles for maintenance purposes. It is currently anticipated that the compound for the telecommunications building would have a maximum size of 10 m x 30 m.

4.7 Landscaping: Landscaping (including re-profiling if/where appropriate and associated planting) is proposed around the converter station compound on our Clients' Land within plot 1-32. We can only see indicative landscaping plans relating to option B(i) for the converter station, which are at document 6.2.15.48 **[APP-281]** ('Environmental Statement – Volume 2 - Figure 15.48 Indicative Landscape Mitigation Plan Option B(i) (north)') and document 6.2.15.49 **[APP-282]** ('Environmental Statement – Volume 2 - Figure 15.49 Indicative Landscape Mitigation Plan Option B(i) (south)'). There are no indicative landscaping plans relating to option B(ii) for the converter station and we request the Promoter explains why that is. We note that paragraph 7.4 of the Design and Access Statement (document number 5.5) **[APP-114]** deals with landscaping design principles. The illustrative landscape mitigation plates shown at paragraph 7.4 are far too small to read, even when the reader zooms in electronically. It is too difficult, because of this, to properly assess the impact of the proposed landscaping works and we request that the Promoter either provides larger scale images of the mitigation plates shown in paragraph 7.4 of the Design and Access Statement or confirms whether these plates are available on a much larger scale in another application document.

4.8 New access road: The indicative landscaping plans referred to in paragraph 4.7 above also show that a new access road from Broadway Lane is proposed to be constructed on our Clients' land within plots 1-32 and 1-51. This land is used by our Clients for the grazing of horses and livestock, the growing of grass for livestock fodder, and for the production of hay.

4.9 Temporary use of land: Our Clients own the freehold interest to plot numbers 1-57 and 1-71, which are subject to powers that will allow the Promoter to temporarily use that land, as indicated by Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**. This is connected to Works Number 2 (works to construct the converter station). Plot 1-57 forms part of our Clients' Land that is used for the grazing of horses and livestock, the growing of grass for livestock fodder, and for the production of hay. Plot 1-71 is part of a track (Footpath 16) that is used by our Clients to access their homes and agricultural buildings, as well as their fields.

4.10 New Access rights: Our Clients own the freehold interest to plot 1-51, over which new access rights are being sought, as indicated by Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**. This is connected to Works Number 2 (works to construct the converter station). As stated above, plot 1-51 is used by our Clients for the grazing of horses and livestock, the growing of grass for livestock fodder, and for the production of hay.

5 WORKS TO BE CARRIED ON LAND OVER WHICH OUR CLIENTS BENEFIT FROM A RIGHT OF WAY

5.1 Our Clients have a right of way over land within the Order Limits.

5.2 The extent of their right of way is shown on the area coloured brown on their title plan, a copy of which is attached at **Schedule 2** to these Written Representations.

5.3 Our Clients' right of way covers plot numbers 1-50, 1-55, 1-59, 1-60, 1-61, 1-63, 1-65 and 1-75 on Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**.

5.4 These plot numbers fall within Works No. 2 (works to construct the converter station) as shown on Sheet 1 of 12 of the Works Plans (document number 2.4) **[APP-010]**.

5.5 Our Clients' right of way is also labelled as a 'track' and Footpath 4 on Sheet 1 of 10 of the Access and Rights of Way Plans (document number 2.5) **[APP-011]**. This track is to the east of our Clients' Land and joins Broadway Lane.

5.6 This right of way is integral to our Clients' access to their land. They also use this track for dog walking, horse riding, and most importantly as access for large vehicles that need to enter and leave their land, in particular the Retained Land. This is because the access point to the south of the farm from Crossway's Road is too low and narrow owing to mature tree growth.

6 COMPULSORY ACQUISITION POWERS AFFECTING OUR CLIENTS' LAND

6.1 The relevant law and guidance

6.1.1 Sections 122(1), (2), and (3) of the Planning Act 2008 provides that a development consent order may authorise the compulsory acquisition of land only if the Secretary of State is satisfied that the following conditions are met:

(a) the land is:

(i) required for the development to which the development consent relates;

(ii) is required to facilitate or is incidental to that development; or

(iii) is replacement land which is to be given in exchange for commons, open spaces etc.; and

(b) there is a compelling case in the public interest for the land to be acquired compulsorily.

6.1.2 Government guidance[1] ("**Guidance**") also requires that to establish that there is a compelling case in the public interest, there must be compelling evidence that the public benefits that would be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired.

6.1.3 The Guidance requires an applicant to demonstrate:

(a) that all reasonable alternatives have been explored;

(b) that the proposed interference with the rights of those with an interest in the land is for a legitimate purpose, and that it is necessary and proportionate;

(c) that the applicant has a clear idea of how they intend to use the land which it is proposed to acquire;

[1] Department of Communities and Local Government: Planning Act 2008 – Guidance related to procedures for the compulsory acquisition of land – September 2013

(d) that there is a reasonable prospect of the requisite funds for acquisition becoming available; and

(e) that the purposes for which an order authorises the compulsory acquisition of land are legitimate and are sufficient to justify interfering with the human rights of those with an interest in the affected land, with particular regard given to Article 1 of the First Protocol to the European Convention on Human Rights and, in the case of the acquisition of a dwelling, Article 8 of the Convention.

6.1.4 The Guidance also states that the land in relation to which compulsory acquisition powers are sought must be no more than is needed for the development for which consent is sought. An example is given in relation to landscaping, where the Secretary of State in those circumstances would need to be satisfied that the development could only be landscaped to a satisfactory standard if the land in question were to be compulsorily acquired.

6.2 The Promoter has not satisfied all the requirements in law and Guidance to justify the compulsory acquisition powers over our Clients' Land.

6.3 Our Clients' registered freehold interest covers approximately 53.21 acres. Of this, 33.6335 will be affected by compulsory acquisition powers, which represents nearly 60% of their freehold interest.

6.4 A number of compulsory acquisition powers will affect our Clients' freehold interest, as follows (please see Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**) for the location of the plot numbers referred to below:

6.4.1 Compulsory permanent acquisition of freehold interest - plot 1-32: This land is owned and used by our Clients for the grazing of horses and livestock, the growing of grass for livestock fodder, the production of hay, horse paddocks, and leisure activities (walking, rough shooting, and quad-biking by grandchildren).

6.4.2 Compulsory acquisition of new landscaping rights - plots 1-38, 1-69, 1-70, and 1-72: This land is owned and used by our Clients for the grazing of horses and livestock, the growing of grass for livestock fodder, the production of hay, paddocks, and leisure activities.

6.4.3 Compulsory acquisition of new access rights - plot 1-51: This land is owned and used by our Clients as part of the wider land for the grazing of horses and livestock, the growing of grass for livestock fodder, the production of hay, paddocks, and leisure activities.

6.4.4 Powers for the temporary use of land - plots 1-57 and 1-71: Plot 1-57 is owned by our Clients and is being used as part of the wider land for the grazing of horses and livestock, the growing of grass for livestock fodder, the production of hay, paddocks, and leisure activities. Plot 1-71 covers part of the track (Footpath 16) that falls within our Clients' freehold interest and which is used by our Clients as their main access to the homes and agricultural buildings on the Retained Land, and as access from the Retained Land by our Clients to Broadway Lane. This part of the track is also

used by heavy vehicles to access their fields and the Retained Land, and by their horses when going from the Retained Land to the fields for grazing and show-jumping practice.

6.5 Permanent compulsory acquisition of freehold interest - plot 1-32: Plot 1-32 is within our Clients' Land and is subject to compulsory permanent acquisition of their freehold interest. These powers are disproportionate as they are far more than what is needed for the purposes of the proposed development on this part of the site. These powers are also unnecessary because there are other reasonable alternative compulsory acquisition powers that could be used to achieve the same outcomes. The Promoter has not therefore provided sufficient evidence to satisfy the tests set down by the Government's Guidance to justify the extent of these powers over our Clients' Land. Our reasons are as follows:

6.5.1 The footprint of each option for the converter station within plot 1-32 covers only 4 hectares (as per paragraph 3.6.3.2 of chapter 3 of the Environmental Statement (document 6.1.3) **[APP-118]**). The power to compulsorily permanently acquire the freehold interest on plot 1-32 however covers 12.4023 hectares. We therefore question why the Promoter requires the freehold ownership of 8.4023 additional hectares. The Statement of Reasons (document number 4.1) **[APP-022]** contains no explanation on this point. Paragraph 6.1.4 of the Statement of Reasons states that the freehold interest in the entirety of plot 1-32 needs to be compulsorily permanently acquired because that is where the converter station will be located. That is the only reason provided. However, the converter station will only cover a very small fraction of plot 1-32.

6.5.2 The remaining land around the converter station within plot 1-32 is proposed to be landscaped and will also contain part of the new access road. Details of indicative landscaping are provided by the Promoter only in relation to option B(i) for the converter station. They are shown on document number 6.2.15.48 **[APP-281]** Environmental Statement - Volume 2 at Figure 15.48 ('Indicative Landscape Mitigation Plan Option B(i) (north)') and on document number 6.2.15.49 **[APP-282]** Environmental Statement - Volume 2 at Figure 15.49 ('Indicative Landscape Mitigation Plan Option B(i) (south)'). Paragraph 7.4 of the Design and Access Statement (document number 5.5) **[APP-114]** refers to landscaping design principles and states that "*The design will seek to* ***minimise the loss of existing vegetation of ecological, landscape character and / or screening value as far as practicable*** *and will include management repair measures where appropriate with reference to the indicative landscape mitigation plan*". If the Promoter's intention is to retain as much of the existing vegetation as possible, there is no reasonable justification as to why it therefore needs to own the freehold interest of the land on plot 1-32 that will be landscaped.

6.5.3 The Promoter should instead seek to compulsorily acquire new landscaping rights over the part of plot 1-32 to be landscaped. No explanation has been provided as to why such rights (which include rights to maintain, inspect and re-plant, amongst a whole other host of additional powers – please see page 41 of the Statement of Reasons (document number 4.1.) **[APP-022]** for a full description) will not be sufficient. Several details in the Outline Landscape and Biodiversity Strategy (document number 6.10) **[APP-506]** also reinforce our argument that new

landscaping rights would be more appropriate over much of plot 1-32. Paragraph 1.6 of the Strategy sets out the proposed management activities for the areas to be landscaped within plot 1-32. Tables 1.2 to 1.6 within paragraph 1.6 state that the proposed landscaping management activities need only be carried once or twice a year. Also, paragraph 1.7 of the Strategy states that the management of existing and proposed landscaping and biodiversity proposals will be subject to a detailed landscape and biodiversity management strategy. In terms of who would be responsible for that management, paragraph 1.7.2.1 states that access would be agreed with existing landowners. Paragraph 1.7.2.2 states that management responsibilities of existing planting and hedgerows/hedgerow trees will be "*a local farmer*". The local farmer and external contractors would also be responsible for a number of landscaping management matters including:

(a) The correct instruction of all parties delivering the strategy (including the Promoter's staff and contractors);

(b) Compliance with the detailed strategy, legal requirements and planning requirements;

(c) Enacting and enforcing requirements by the Promoter's ecologist, landscape architect, and arboriculturalist; and

(d) Keeping a record of measures taken as part of CDM requirements.

6.5.4 This makes it clear that not only will there be very little requirement for constant landscaping access and maintenance on plot 1-32, but that the Promoter is actually going to be requiring local farmers (such as our Clients) to carry out landscaping management responsibilities, including compliance with and enforcing the requirements of the detailed landscaping and biodiversity strategy. This therefore again begs the question, why does the Promoter still need to own the freehold interest in the entirety of plot 1-32 in relation to the areas to be landscaped? Should there be no amendment to the proposals and compulsory acquisition powers in this regard, then the management responsibilities to be placed on local farmers such as our Clients would be disproportionate and unnecessary - it should be the Promoter alone who should be responsible for delivering its own landscaping and biodiversity strategy. There are no provisions within the proposals, strategies or the draft DCO **[APP-019]** to compensation farmers such as our Clients for the costs and time they would need to expend to comply with the Outline and Detailed Landscape and Biodiversity Strategy **[APP-506]**. Also, it would be completely unreasonable for the Promoter and the Secretary of State to expect local farmers such as our Clients (who are also currently not in good health) to fully interpret, execute, enforce, and pay for detailed technical landscaping and ecological requirements they have had no involvement in formulating. Our Clients would also not know what records are required under CDM requirements. If the Promoter is allowed to pass management responsibility for landscaping and biodiversity to local landowners and farmers, there is no reason why it should also have the power to permanently compulsorily acquire the freehold interest to land that is proposed to be landscaped within plot 1-32.

6.5.5 If the Promoter instead sought new landscaping rights over the relevant parts of plot 1-32, it would also be protected by Article 23 of the draft DCO (document number 3.1) **[APP-019].** Article 23 includes a power to impose restrictive covenants in relation to land over which new rights are to be acquired, to prevent operations which may obstruct, interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land and to ensure that access for future maintenance can be facilitated and that land requirements are minimised so far as possible. Therefore our Clients would not be able to build or take any action that would interfere with the Promoter's new landscaping rights. The combined effect of compulsorily acquiring new landscaping rights only over the relevant part of plot 1-32 and Article 23 of the draft DCO is that the Promoter would still be able to execute and maintain its landscaping proposals, and ensure the converter station remains adequately visually screened by existing or newly planted vegetation. There is therefore no need for the permanent compulsory acquisition of the freehold interest in the entirety of plot 1-32.

6.5.6 Part of the new access road will be located on plot 1-32 - please see document number 6.2.15.48 **[APP-281]** Environmental Statement - Volume 2 at Figure 15.48 ('Indicative Landscape Mitigation Plan Option B(i) (north)'), and on document number 6.2.15.49 **[APP-282]** Environmental Statement - Volume 2 at Figure 15.49 ('Indicative Landscape Mitigation Plan Option B(i) (south)'). If a reason for needing to compulsorily acquire the freehold interest to the whole of plot 1-32 is because of this, the Promoter could instead simply compulsorily acquire new rights of access in relation to this section of the road (which include powers of maintenance – please see pages 39, 40 and 41 of the Statement of Reasons **[APP-022]** for a full description of what new access rights cover). There is no need to own the freehold interest in this regard. Furthermore, as with new landscaping rights, the Promoter would be protected by Article 23 of the draft DCO **[APP-019]** to prevent operations which may obstruct, interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land and to ensure that access for future maintenance can be facilitated and that land requirements are minimised so far as possible.

6.5.7 The Promoter has failed to demonstrate that the extent of the compulsory acquisition is proportionate, taking only what is required, in relation to the telecommunications building (in Plot 1-32). Its proposed location is shown on Sheet 2 of 3 and Sheet 3 of 3 of the Converter Station and Telecommunications Buildings Parameter Plans Combined Options plan (document number 2.6) **[APP-012]**. There is no explanation as to why this building cannot be situated further east towards the woods on plot 1-32, leaving the existing 4 acre paddock intact and outside the area to be permanently compulsorily acquired. There is also no explanation as to why this telecommunications building cannot be located within the converter station compound.

6.5.8 Powers of temporary possession are granted over land in relation to which new rights are compulsorily acquired. Paragraph 6.2.4 of the Statement of Reasons (document number 4.1) **[APP-022]** states: "*Where the Applicant is seeking to acquire land or rights over land, the temporary use of such land is also provided for (see Article 30 and 32 of the Order). The reason for seeking temporary use powers over this land also, is that it allows the Applicant to enter onto land for particular construction and maintenance purposes in advance of the vesting of the relevant land/rights. This*

enables the Applicant to compulsorily acquire the minimum amount of land and rights over land required to construct, operate and maintain the Proposed Development." In light of this we would again question the need to compulsorily acquire our Clients' freehold interest in the entirety of plot 1-32 if the Promoter would have powers of temporary possession should it only compulsorily acquires new landscaping rights and new access rights over the majority of plot 1-32.

6.5.9 The loss of their freehold interest in plot 1-32 will mean that our Clients' farming activities will need to cease and the income they rely on will disappear. The land that will be left within their freehold ownership is land on which their cottage, farmhouse, farm buildings, caravan and stables are located. However, these buildings are used in connection with the farming use on the land whose freehold interest will be compulsorily acquired, thus, other than the cottage and the caravan [redacted], the remaining buildings and land on the Retained Land will no longer be of use to our Clients for the purposes of their business. There will be a significant detrimental impact on those remaining parts of the Farm that will not be subject to compulsory acquisition rights. The proposed acquisition will split up fields (for example the proposed permanent access route (plot 1-51) will bisect the existing field into two), leaving small, irregular shaped paddocks without straight boundaries, making it difficult to carry out farming activities as there will be insufficient space for livestock grazing and access will be rendered difficult. What remains of the farm will be unviable for business purposes and our Clients would have to fundamentally change their farming policy to safeguard any future income from their land. This in turn would require significant capital investment. This will drastically alter our Clients' quality and way of life. Reducing Little Denmead Farm to just 22 acres means that the Farm will not be able to continue to operate as a viable business. There is also no other suitable farming land of this size available in the vicinity to replace the land that will be lost. Chapter 17 of the Environmental Statement on soils and agricultural land use (document number 6.1.17) **[APP-132]** also states at paragraph 17.3.6.1 that a likely significant effect of the construction of the converter station is that the loss of farmable area would in turn affect the viability of affected farming businesses. Paragraph 17.9 of Chapter 17 of the Environmental Statement also states that the overall residual effect of the proposals on agricultural land is assessed as moderate temporary adverse and minor to moderate permanent adverse. The temporary effect on agricultural land is considered significant. Paragraph 17.9.1.3 of chapter 17 of the Environmental Statement also state that there will be "*ten farm holdings affected temporarily by the proposed development, of which five will also be affected permanently. There will be temporary moderate adverse effects on five farm holdings, which is considered significant for each farm, and permanent moderate adverse effects on three farms, also significant for each farm*." The problem with these statements is that it is impossible to know which farms are being referenced, though we would assume that our Clients' farm is one of the three farms that will suffer permanent significant effects. We would want to know from the Promoter what its assessment of Little Denmead Farm is in this context and reserve our position to make further representations in this regard. At present, the Promoter has failed to adequately assess the significant harm the proposals would have on the ability of our Clients' business to continue, considering only the type of agricultural land that would be lost and failing to consider the effect on the agricultural business that operates on that land.

6.5.10 The effect of Articles 30 and 32 of the draft DCO (document number 3.1) **[APP-019]** means that a large degree of uncertainty is introduced over land within the Order Limits that our Clients will retain its freehold ownership of (plots 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72). Not knowing whether in practice the Promoter could take temporary possession of these plots too will make it impossible for our Clients to plan ahead or to assess how soon they could be to losing their business. The effect of Articles 30 and 32 is not accurately reflected in the Land Plans (document number 2.2) **[APP-008]** or the Book of Reference (document number 4.3) **[APP-024]** and is an important point that could be missed by lay people objecting to this scheme who do not have the benefit of technical advisors to support them. We would request that the relevant Land Plans and that the Book of Reference be amended to make it clearer that many more plots of land are under the threat of temporary possession due to the effect of Articles 30 and 32, so that others can accurately assess the impacts on their interests.

6.6 For the above reasons, we request that the scope of the power to compulsorily acquire the freehold interest in plot 1-32 be reduced so that it only covers the footprint of the proposed converter station under each of options B(i) and B(ii). We also request that the remainder of the land within plot 1-32 that is proposed for landscaping/ecology measures instead be subject to compulsory acquisition powers to create new permanent landscaping rights. The part of plot 1-32 where the new access road is to be located should instead be subject to compulsory acquisition powers to create a new access. We request that these changes be made in relation to plot 1-32 together with any related amendments to the Book of Reference (document number 4.3) **[APP-024]** and the Land Plans (document number 2.2) **[APP-008]**.

6.7 Temporary use of land- plots 1-57 and 1-71: Our Clients' freehold interest in plots 1-57 and 1-71 will be subject to the power of temporary use for the purposes of activities connected to the construction of the converter station – please see Schedule 10 to the draft DCO (document 3.1) **[APP-019]** and Sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**. Plot 1-57 currently forms part of the land which our Clients use to graze livestock and horses, and to grow grass and hay on. Plot 1-71 is the part of the track our Clients use to access their homes and agricultural buildings and to access their fields. This section of the track is also used by our Clients' horses to lead them into the fields and is the only route for heavy vehicles to access the Retained Land. The Promoter has failed to satisfy the relevant legal tests and requirements in the Guidance for the following reasons:

6.7.1 The effect of Article 30(3)(a) of the draft DCO (document number 3.1) **[APP-019]** is that the Promoter could take possession of plot 1-71 (the track) for a maximum of 4 years given that the construction and commissioning works for the converter station is estimated to take place between 2021 and 2024. This, to our Clients, would mean that their access to their homes and remainder of their freehold interest would be severely restricted and their business (in whatever form that would remain) would suffer because heavy vehicles would not be able to access the Retained Land. This too could mean that they will not be able to run a viable business as a result of the proposal. This is a disproportionate interference with our Clients' interests and rights as no exceptions are available for our Clients to make use of, in order to mitigate the severe impacts. We request that amendments are made to the proposals to allow for heavy vehicles and animals to continue to use this track in our Clients' case, and for

practical arrangements to be left to be agreed between the Promoter and our Clients; and

6.7.2 Requirement 22 (Restoration of land used temporarily for construction) of Schedule 2 to the draft DCO (document number 3.1) **[APP-019]** states that any land within the Order Limits which is used temporarily for construction must be reinstated to its former condition, or such condition as the relevant local planning authority may approve, within 12 months of the completion of the authorised development. Requirement 22, however, does not state how the "*former condition*" is to be assessed and by whom, nor is there any requirement on the Promoter to agree with the relevant owner of land what the "*former condition*" is. This may lead to the Promoter having sole discretion in determining what the "*former condition*" of such land is, to the detriment of our Clients. Even though Article 30(4) of the draft DCO states that restoration needs to be to the "*reasonable satisfaction of the owners of land*", this in itself does not preclude a situation where there is a dispute over what the land's former condition was and lead to an unsatisfactory outcome for our Clients with delay and disputes. Again, this is a disproportionate interference with our Clients' interests. We request that Requirement 22 be amended to oblige the Promoter to obtain an independent and suitable assessment to establish the baseline condition of the relevant land before temporary possession and use commences.

6.8 Exploration of all reasonable alternatives to compulsory acquisition: The table at paragraph 13 of Appendix D to the Statement of Reasons (document number 4.1) **[APP-022]** describes the Promoter's account of its negotiations with our Clients (please see pages 52 and 53 of the Statement of Reasons (document number 4.1) **[APP-022]**). Contrary to the Promoter's statements, there has been very little negotiation with our Clients or effort by the Promoter to reach a voluntary arrangement and avoid seeking compulsory acquisition powers. Despite numerous attempts by our Clients' agents over many months (since 2019) to progress private agreement discussions, there has been a distinct lack of engagement. Since November 2019, our Clients' land and compulsory purchase agents (Ian Judd & Partners) have had a total of one meeting, one telephone call and one emailed excel breakdown with the Promoter's agent, despite a large number of chasing emails and messages by Ian Judd & Partners requesting more engagement. We have also requested a first draft of a private agreement on a number of occasions but to date, nothing has been forthcoming. The Promoter has therefore not satisfied that requirement to only seek compulsory acquisition powers as a measure of last resort. e therefore disagree with the statement in paragraph 1.38 of the Statement of Reasons, which states that "*The Applicant has explored reasonable alternatives to compulsory acquisition and has made, and continues to make, attempts to acquire the required land and rights over land by voluntary agreement*". We request that the Promoter be required by the Secretary of State to put more effort and time into seeking a voluntary arrangement with our Clients.

6.9 Human rights: We consider articles 1 and 8 of the European Convention on Human Rights (ECHR) to have been infringed because:

6.9.1 Despite stating so in paragraph 7.10.7 of the Statement of Reasons (document number 4.1) **[APP-022]**, the Promoter has not sought to minimise the amount of land it needs to compulsorily acquire in relation to our Clients' interests;

6.9.2 Less intrusive measures are available to achieve the proposals on our Clients' Land. The Promoter does not have to compulsorily acquire all of our Clients' freehold interest in plot 1-32 as other less intrusive compulsory acquisition powers can be sought. We would also question whether the temporary stopping up of Footpaths 16 and 4 (discussed in more detail in paragraph 7 below) for the entire duration of the works relating to the converter station (between 2021 and 2024) is really necessary given that it is the primary route of access for our Clients and their business; and

6.9.3 In light of the above, there is no compelling case in the public interest for the extent of the compulsory acquisition powers currently being sought over our Clients' Land. A fair balance in this regard has not been struck. The harm that would be cause to our Clients outweighs the potential societal gain.

6.10 For these reasons, the Promoter has not met the requirements of law and Guidance with respect to the compulsory acquisition powers it is seeking over our Clients' Land. Accordingly, we request that:

6.10.1 The permanent compulsory acquisition of our Clients' freehold interest in plot 1-32 be reduced so that it only convers the footprint of the converter station as covered by options B(i) and B(ii); and

6.10.2 Only the compulsory acquisition of new landscaping rights be granted over the part of plot 1-32 that will be the subject of landscaping and ecology measures and mitigation; and

6.10.3 Only the compulsory acquisition of new access rights be granted over the part of the new access road that is located within plot 1-32; and

6.10.4 The relevant land plans and Book of Reference (document number 4.3) **[APP-024]** be amended to reflect the above.

7 ACCESS AND RIGHTS OF WAY

7.1 Access to our Clients' Land can be gained either from Crossway's Road, or via a track which is labelled as Footpath 16 and Footpath 4 on document number 2.5 **[APP-011]** (Access and Rights of Way Plan), sheet 1 of 10. Please see **Schedule 5** to these Written Representations for a plan showing the location of Crossway's Road.

7.2 Footpaths 4 and 16 lead into our Clients' Land from the east, from Broadway Lane.

7.3 Footpath 4 is a public right of way and falls outside our Clients' Land. It is covered by plots 1-60, 1-63 and 1-65, as shown on sheet 1 of 10 of the Land Plans (document number 2.2) **[APP-008]**.

7.4 Footpath 16 falls within our Clients' freehold interest and is covered by plot number 1-71 on sheet 1 of 10 of the Land Plans **[APP-008]**.

7.5 Our Clients benefit from a right of way over adjacent land which falls within the Order Limits (shown tinted brown on the title plan attached at **Schedule 2** to these Written

Representations). This right of way covers plot numbers 1-60, 1-63, and 1-65, and covers Footpath 4.

7.6 As mentioned above, our Clients use Footpaths 4 and 16 as an access to their homes, agricultural buildings, and their fields. These Footpaths are also used to lead our Clients' horses to and from the paddock and fields and are the only route for heavy agricultural vehicles to access the Retained Land and fields. Other accesses into our Clients' Land via Crossway's Road are either too narrow or have low-hanging trees that block large agricultural vehicles.

7.7 Chapter 22 of the Environmental Statement (document number 6.1.22) **[APP-137]** (traffic and transport) states at paragraph 22.1.2.6 that "*The use of Broadway Lane will affect Footpaths 16 and 4 which cross the Converter Station Area between Little Denmead Farm in the west and Broadway Farm in the east*".

7.8 The Promoter is proposing to temporarily stop up Footpath 4 and Footpath 16. This is shown on sheet 1 of 10 of the Access and Rights of Way Plan (document number 2.5) **[APP-011].**This means that whilst this track is temporarily stopped up, it would be extremely difficult for our Clients to access their homes and to operate their farming business from the Retained Land. Paragraph 22.6.5.12 of chapter 22 (traffic and transport) of the Environmental Statement (document number 6.1.22) **[APP-137]** states that PRoW Footpath 4 and 16 will be temporarily stopped up for the duration of works in this area. Paragraph 3 of the Environmental Statement states that the works relating to the converter station would take place between 2021 and 2024. This, combined with the effect of Article 30(3) (a) of the draft DCO (document number 3.1) **[APP-019]** (which allows the Promoter to remain in temporary possession of that route for a year longer after completion of those works), means a temporary stopping up over what could be up to 4 years would make it near impossible for our Clients to operate a reduced-scale farming and agricultural business from Retained Land, and our Clients could in effect lose their income and livelihood. Paragraph 22.6.5.12 of chapter 22 (traffic and transport) of the Environmental Statement (document number 6.1.22) **[APP-137]** also states that the temporary stopping up is likely to represent *"a High magnitude of impact on this Medium sensitivity link, resulting in a Moderate adverse effect for users of a temporary and medium-term nature. This effect is considered Significant*". The paragraph goes on to state however that, to the south, there is an alternate route for walkers via PRoW 19 and 28. In our Clients' case, given their age and health conditions, PRoW 19 and 28 will not be alternate routes for their because of their distance from our Clients' home, and thus the impact of the temporary stopping up would be highly significant.

7.9 Whilst Article 13(3) of the draft DCO (document number 3.1) **[APP-019]** states that reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by a temporary stopping up order if there would otherwise be no access, our Clients would not be able to rely on this article in relation to access for its horses or larger vehicles who must use Footpaths 16 and 4.

8 NOISE AND VIBRATION

8.1 Little Denmead Farm is identified as being a key environmental receptor with respect to noise and vibration (please for example see page 2-9 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]**. Paragraph 24.4.1.2 of chapter 24 of the Environmental Statement (document number 6.1.24) **[APP-139]** states that

Little Denmead Farm was part of 'Measurement Position 1' of the Promotor's baseline noise survey. Little Denmead Farm is also referred to as 'R5' in the context of it being a sensitive receptor to noise due to its location being within 300m of the proposed converter station (see paragraph 24.4.2.7 of Chapter 24 of the Environmental Statement). What is lacking from Chapter 24 is an analysis in layman's terms of what all the different sets of data presented for R5 mean and an explanation as to how the Promoter concluded that overall noise effects from the proposed works and the operation of the converter station would be "*negligible*". Until such information is provided, it is difficult to accept the Promoter's conclusions.

8.2 Paragraph 3.7.1.3 of Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that the construction works and activities relating to the converter station area is anticipated to take place in 10-hour shifts over six days a week, between 8am and 6pm, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel. This will cause significant noise impacts for our Clients as it will affect our Clients' peaceful enjoyment of their property. One of our Clients is not in good health, has recently suffered [redacted], has underlying [redacted], and has [redacted] Given the proximity with which our Clients will live to the works, they will be highly impacted by the noise and vibration caused by the works. We are also instructed by our Clients that representatives of Promoter, in their limited dealings with our Clients, made verbal representations that the works would only operate for five days a week and between 8am and 5pm. This is not what is stated in the Environmental Statement and so served to give our Clients, at best unclear and, at worst misrepresentative information.

8.3 Paragraph 5.3.12.8 of the Planning Statement (document number 5.4) **[APP-108]** states: "*The Converter Station Area is located in a sparsely populated area, and therefore it is feasible to predict the noise level from each stage of the construction works at specific surrounding sensitive Receptors, of which six were noted within 300 m of construction activities. The ES concludes that no significant Impacts will occur at the Converter Station Area during the Construction Stage noting the distances to the six sensitive Receptors and the temporary nature of the construction works. The implementation of the Onshore Outline CEMP will ensure that Impacts are reduced as far as practicable through the imposition of standard construction working hours and best practice construction methods including screening of works*." Our Clients' residential properties on the Retained Land (e.g. Little Denmead Cottage and the static caravan) lie within 300m of the construction activities. Please see the plan at **Schedule 6** to these Written Representations. We would question whether a 300m distance was an appropriate maximum distance to measure from and would request the Promoter to explain the basis of selecting this distance. Moreover, we would not categorise an estimated 3-year construction and commissioning period for the converter station as a "*temporary*" period of time. Being exposed to noise impacts for such a long period of time, especially where one of our Clients suffers from severe health issues, would cause significant harm to his health and wellbeing. This has not been adequately assessed by the Promoter, and we would request the Promoter to explain what specific noise reduction methods it would apply in relation to our Clients given their circumstances and location.

8.4 Whilst the 'Community Liaison' section of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** states on page 5-52 that "*Any noise complaints will be reported to the appointed contractor and immediately investigated, including a review of mitigation measures for the activity that caused the complaint*", there is no mention in that document of whether the Promoter would then take positive steps to deal with source

of the complaint. At the moment it only requires a 'review'. Our Clients' concern is that there is no guarantee from the Promoter that action will be taken and this could therefore expose our Clients to a continuing source of what is to them, unacceptable noise levels, both from a human health perspective but also in terms of the health of their livestock if they are affected by noise too.

8.5 Chapter 22 of the Environmental Statement (document number 6.1.22) **[APP-137]** dealing with traffic and transport, states at paragraph 22.4.6.3 that during the peak construction in the converter station area, it is anticipated there would be an estimated 43 two-way HGV movements (86 in total) per day, and an estimated 150 two-way employee car movements (300 in total) per day.It is unclear however whether the analysis in the noise chapter of the Environmental Statement (chapter 24) **[APP-139]** takes this into account. We request the Promoter confirms whether it does and explain what specific noise mitigation measures will be put into place for residents who live directly next to plot 1-32. This is a significant amount of traffic movement and is likely to cause considerable noise disturbance to our Clients.

9 DUST

9.1 One of our Clients suffers from [redacted].

9.2 Table 5.2 (Summary table of Dust risk results per Onshore Cable Corridor Section) on page 5-50 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** states that the converter station area is at a medium risk of dust impacts. However, table 23.78 (Summary of the Overall Dust Risk Construction Site Activity) of chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states that in relation to the Lovedean area and the construction of the converter station, there is a high risk of dust. This difference in conclusion leads us to question the accuracy of the Promoter's environmental assessment of dust impacts. We request the Promoter explains this conflict in risk level and confirms which risk level is correct, and why.

9.3 Paragraph 23.6.8.2 of chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states that any effects from dust will be temporary and transient and with the implementation of appropriate mitigation, the impacts during the Construction Stage are assessed as not significant. A construction and commissioning works period between 2021 and 2024 cannot be classed as being "*temporary*" in nature. Moreover, it is illogical to conclude that there is a low impact of dust if there is also assessed be a high risk of dust. In this regard, the Promoter's environmental assessment appears to be highly questionable. This raises additional concerns for our Clients as there will also livestock and horses on the Retained Land that would be exposed to a high risk of dust for three years. Such impacts (especially relating to agricultural and farming uses) do not appear to have been expressly assessed.

9.4 Chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states that the risk of dust will be effectively mitigated by the measures set out in the Onshore Outline Construction Environmental Management Plan ("**Onshore OCEMP**") (document number 6.9) **[APP-505]**. However, we question this. Page 5-31 of the Onshore OCEMP states that the following measures will be used: Water/surfactant will be sprayed to damp down any potentially contaminated dust; temporary surface water drainage and vehicle wheel washes will be used; precautions will be taken while transporting excavated materials off-site; and construction stage air monitoring may be used to check the effectiveness of damping down of the dust on

site. These measures do not go far enough. How realistic would it be to catch all sources of dust with water sprays on what will be such a large construction site? There are also no details provided of what "*precautions*" will be taken when transporting materials off-site. Also, air monitoring ***"may"*** (not "*will be*") carried out to check on the effectiveness of the measures taken – i.e. it is not guaranteed that the Promoter will even check and monitor the risk of dust. We request that stronger measures are put in place that firmly bind the Promoter, to ensure that the high risk of dust anticipated will actually be mitigated. Until that is done, we disagree with the Promoter's assessment that the measures in the Onshore OCEMP really will reduce the high risk of dust to a low impact in practice.

10 AIR POLLUTION

10.1 Stoneacre Copse is ancient woodland which lies within our Clients' freehold interest and directly adjacent to the Order Limits (it borders and cuts into plot 1-32) – i.e. it will remain within our Clients' ownership.

10.2 Chapter 16 (paragraphs 16.6.1.9 and 16.6.1.10) of the Environmental Statement (document number 6.1.16) **[APP-131]** states that air pollution in the area around the converter station area will increase during construction through work traffic and vehicle movements. This would lead to deposition of nitrogen compounds leading to nutrient enrichment of the ancient woodland, and changes in the botanical community to species that favour high nutrient soils. Stoneacre Copse is closer than the two other ancient woodlands in the area at 50m from the converter station footprint. However, nitrogen emissions by construction vehicles will be temporary and low level, and would not lead to perceptible changes above background levels (construction stage nitrogen emissions at the converter station area are considered an impact of negligible significance).

10.3 We would make the same point in this context as to how a three year period of construction and commissioning works would equate to involving "*temporary*" emissions from construction vehicles. That in the most ordinary sense does not sound temporary and we would ask the Promoter to justify this statement further.

11 CONTAMINATION OF LAND

11.1 As mentioned above, Stoneacre Copse is ancient woodland which lies within and will remain in our Clients' freehold interest and directly adjacent to the Order Limits (it borders and cuts into plot 1-32). Chapter 16 of the Environmental Statement (document number 6.1.16) **[APP-131]** states in paragraph 16.6.1.8 (page 16-63) that in relation to Stoneacre Copse, increases in pollutants such as dust and chemicals in waterborne run-off, could lead to "*effects*" during the construction stage. The term "*effects*" is not elaborated on. It goes on to state that this would be "*controlled effectively*" by standard measures as part of the Onshore OCEMP **[APP-505]**. This is not the same as avoiding causing contamination, which implies that a degree of contamination will still be caused. Other than the provisions of Article 17(8) in the draft DCO (document number 3.1) **[APP-019]** which prohibit discharges into controlled waters without the relevant environmental permit, there is no positive and express requirement to remediate the anticipated contamination that could be caused to land outside the Order Limits (such as Stoneacre Copse) where the Environmental Statement expressly identifies (as it does here) known risks of pollution that could be caused to sensitive sites.

12 ARTIFICIAL LIGHT

12.1 Document number 5.3 **[APP-107]** (Statutory Nuisance Statement) states at paragraph 4.2 that artificial lighting is proposed to illuminate the outdoor converter station area during both construction and operational stages. It states that a requirement is included in the draft DCO (document number 3.1) **[APP-019]** relating to external construction lighting to prevent light spillage.

12.2 Requirement 23 of Schedule 2 of the draft DCO (document number 3.1) **[APP-019]** relates to the control of lighting during operational period. It states that during the operational period there will be no external lighting of Works No. 2 during hours of darkness save for in exceptional circumstance, including emergencies and urgent maintenance.

12.3 Requirement 23 however will not provide sufficient protection to our Clients. It allows external lighting during "*exceptional circumstances*"; there is no definition of what those "*exceptional circumstances*" could be; all that is provided in the wording are examples, leaving it completely reliant on the Promoter's subjective and unchecked view as to what is an "*exceptional circumstance*".

12.4 Whilst the Statutory Nuisances Statement **[APP-107]** itself broadly defines what measures could be in place, these measures are not set out in any formal lighting strategy (that we can see) which the Promoter is bound to abide by during the converter station's operation – i.e., the measures are in a statutory nuisances statement which is an odd place to contain operational external lighting measures.

12.5 There is also no requirement in the draft DCO **[APP-019]** for the Promoter to submit any form of external lighting strategy for operational purposes in relation to exceptional circumstances (as there is in Requirement 16 in relation to external construction lighting) to the relevant local planning authority so that it can check what the exceptional circumstances could be and to place protections against light pollution for those like our Clients who will live next to the converter station.

12.6 We therefore request that the wording of Requirement 23 in the draft DCO **[APP-019]** be amended to require the submission of a lighting strategy to the local planning authority for scrutiny and approval and for a better definition of "*exceptional circumstances*" to be inserted into the draft DCO or for Requirement 23 to require the lighting strategy to set this out. Without this, we disagree that there would be an insignificant effect of artificial lighting on our Clients.

13 IMPACTS ON HUMAN HEALTH

13.1 Due to the concerns set out above in relation to air, dust, light, noise and vibration, the Promoter's assessment in table 26.19 of chapter 26 of the Environmental Statement (document number 6.1.26) **[APP-141]** that there will be a negligible to minor impact on human health within the converter station area during its construction and operation, is questionable.

13.2 This is of particular concern to one of our Clients who suffers from severe [redacted]

13.3 With regard to air quality impacts on human health during the construction of the converter station, paragraph 26.6.2.3 of Chapter 26 of the Environmental Statement dealing with human

health (document number 6.1.26) **[APP-141]** states that there may be temporary residual minor adverse health impacts from associated anxiety due to perceived health effects, annoyance and nuisance from construction dust. However, what could be classed as a minor effect on a person who is healthy could on the contrary have a much more detrimental effect on someone who is elderly and with serious [redacted]. A material weakness of the human health assessment is that it does not take account of or provide any analysis of those who (like our Clients) will be living directly adjacent to the proposed converter station. The assessment is very general and due to this, is inadequate because the impacts on our Clients will not be negligible (which is what the assessment concludes).

13.4 In terms of the impact on human health of the temporary stopping up of Footpaths 4 and 16 between 2021 and 2024, paragraph 26.6.2.10 of Chapter 26 of the Environmental Statement (document number 6.1.26) **[APP-141]** states that this is not considered to add substantial distance to the journey length and that this is only anticipated to result in a minor reduction in connectivity during construction. The impact on our Clients' use of this right of way however has not been properly assessed. Our Clients use this right of way for their daily walking exercise and the stopping up will mean that they will not have any other track that is close to their house to use for such purposes. Given their ages and health conditions, this will have a detrimental impact on their overall health and wellbeing. The Promoter itself acknowledges (in paragraph 26.6.2.12 of Chapter 26 of the Environment Statement (document number 6.1.26) **[APP-141]** that "*A reduction in … physical activity may have a greater impact on vulnerable groups including older people*". We would question whether the proposed temporary stopping up therefore needs to last for the entirety of the construction period, and whether instead, the period of stopping up could be reduced or phased so as to allow more access to our Clients in particular.

13.5 In terms of the impact of the operation of the converter station on the overall wellbeing of residents like our Clients who will be living close to the converter station, paragraphs 26.6.2.27 and 26.6.2.28 of chapter 26 of the Environmental Statement (document number 6.1.26) **[APP-141]** states that "*it is anticipated that the noise from the Converter Station Area may be audible under certain operating and climatic conditions at the nearest residential receptors. Therefore, the Converter Station Area during operation may result in perceived annoyance and associated adverse effects on psychological health for nearby residents. This may cause anxiety for some residents and could lower levels of quality of life or wellbeing. Overall, it is considered that the residual operational noise from the Converter Station Area will have a permanent, long-term, negligible to minor adverse effect (not significant) on human health receptors (residential receptors in close proximity)*." We fail to see how in light of such negative effects, a conclusion can be reached that the impacts will be negligible to minor adverse. No explanation has been provided to explain this leap in analysis. This is particularly concerning for our Clients who will be living in very close proximity to the converter station and its access road, given their age and health conditions. For these reasons the Promoter's assessment on impacts on human health are not accurate in this regard.

14 WILDLIFE AND CONSERVATION

14.1 As stated above, our Clients have observed a number of species of wildlife on their land within the Order Limits. These include multiple badger sets (at least 5 to 6), foxes, rabbits, barn owls, tawny owls, buzzards, fallow deer, muntjac deer, red kites, and varieties of woodpecker. It is unclear to what extent the assessment in chapter 16 of the Environmental Statement (Onshore

Ecology) (document number 6.1.16) **[APP-131]** considers their presence and what account will be taken of them in order to avoid their harm. We note that paragraphs 16.5.1.27 to 16.5.1.31 of chapter 16 discuss the presence of badgers and that the territory of one clan of badgers could not be established. If that is the case, will there be a requirement on the Promoter to conduct another assessment before works begin, to ensure the proper protection of badgers within the Order Limits?

14.2 Paragraph 16.6.1.1 of chapter 16 of the Environmental Statement **[APP-131]** also acknowledges that there will be a loss of important species caused by the construction works related to the converter station, but that the Promoter will reply on re-landscaping and re-planting to enhance biodiversity. The issue with this is the time it would take to restore the loss of important species through this approach; that assessment does not appear to have been carried out. We request the Promoter explains how it has factored in the amount it would take to restore the loss of important species

15 HEDGEROWS

15.1 The TPO and Hedgerows Plan (document number 2.12) **[APP-018]**, and figure 16.4 of the Environmental Statement (document number 6.2.16.4) **[APP-293]** indicate that the following important hedgerows are located within our Clients' freehold interest on plot 1-32: HR07, HR08, HR09, HR10, HR13, HR14, HR16, HR18, HR19, HR20, HR26 and HR27.

15.2 Hedgerows HR27, HR26, HR20, HR19, HR16, and HR09 are species-rich hedgerows. HR13, HR14, HR10, HR08 and HR07 are species-rich hedgerows with trees.

15.3 There is also located within this land an "*other hedgerow*" labelled HR18, which is a species-poor hedgerow.

15.4 Chapter 16 of the Environmental Statement (paragraphs 16.6.1.13 to 16.6.1.15) (document number 6.1.16) **[APP-131]** state that the direct impacts of construction of the Converter Station will lead to the permanent loss of 410m of species-rich hedgerow within Section 1 (the converter station area, which covers most of our Clients' land within plot 1-32). They also state that this would will lead to the temporary loss and fragmentation of habitats. Whilst embedded mitigation and proposed landscaping will offset ecological effects "*there will be a period following the completion of construction and landscaping where planting will be immature and will need time to grow-in. During this time habitat would be of a lower quality to that lost, an adverse impact of low magnitude, minor effects that are not significant*." The issue with this conclusion is that there is no reference to how long a period it would take for the new planting to grow in order to provide an increase in the overall long term area of habitat. No explanation or assessment is provided. To that end, it is difficult to accept that there will be a low magnitude of impact on species affected by hedgerow removal. We therefore do not consider that a proper assessment and conclusion have been carried out and reached in this regard.

16 DECOMMISSIONING

16.1 Requirement 4 of Schedule 2 of the draft DCO (document number 3.1) **[APP-019]** relates to the options proposed for the location of the converter station. It requires the Promoter to confirm which option it will select prior to the commencement of any works within Work No. 2. The drafting of Requirement 4 however needs to be amended as it is unclear **to who** the

Promoter needs to provide its confirmation to, and whether the confirmation needs to be in writing. We request that the wording of Requirement 4 be amended in this regard.

16.2 Whilst the subject of decommissioning is mentioned in multiple chapters in the Environmental Statement, the draft DCO **[APP-019]** does not contain any provisions, requirements or controls over how decommissioning will be carried out and how its impacts will be controlled or avoided. This is a material omission. Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that the Promoter is applying for consent for the proposed scheme for an indefinite period. "If *the Proposed Development and associated equipment is deemed to have reached the end of its design life, then the equipment may be decommissioned in an appropriate manner, and all materials reused and recycled where possible*." Firstly, would the Secretary of State accept that the design life of the proposed scheme could last forever? That appears to be the Promoter's starting point, and that the expiry of the design life and a need to decommission are only a "*maybe*". No explanation or evidence is provided as to why that is the case, as consent is apparently being sought on the basis that the physical structure of this scheme will last forever, requiring no further analysis of the need to decommission as part of the application documents. This approach would set a dangerous precedent if accepted. As to what the "*appropriate manner*" of decommissioning may be, there is again no further detail. There is not enough information in the Environmental Statement to demonstrate that the Promoter has properly assessed the possible impacts of decommissioning. We therefore request that at the very least, a suitable Requirement is inserted into the draft DCO requiring the Promoter to submit to the local planning authority for approval a full decommissioning strategy before it commences any decommissioning, setting out a decommissioning programme, a full assessment of its impacts, and a plan for the mitigation of those impacts.

17 CONCLUSIONS

17.1 We have set out above a large number of shortcomings of the Promoter's application for a development consent order.

17.2 We have also set out above a large number of significant adverse impacts the proposed scheme will have on our Clients.

17.3 We respectfully request the Examining Authority to take into account the various requests for additional information, explanations, and amendments to be provided or made by the Promoter.

Blake Morgan LLP

6 October 2020

SCHEDULE 1 – OFFICIAL COPY OF REGISTER OF TITLE FOR TITLE NUMBER HP763097

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

HM Land Registry

Official copy of register of title

Title number HP763097 | Edition date 20.11.2013

- This official copy shows the entries on the register of title on 16 JUL 2020 at 09:25:00.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 16 Jul 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : WINCHESTER

1 (13.08.2013) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Little Denmead Farm, Broadway Lane, Denmead, Waterlooville (PO8 0SL).

2 (13.08.2013) The land has the benefit of a right of way over the land tinted brown on the title plan.

3 (20.11.2013) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (13.08.2013) PROPRIETOR: GEOFFREY CARPENTER of [redacted], Little Denmead Farm, Broadway Lane, Denmead, Waterlooville PO8 0SL and PETER CARPENTER of [redacted] Little Denmead Farm, Broadway Lane, Denmead, Waterlooville PO8 0SL.

2 (13.08.2013) The value stated as at 13 August 2013 was £1,080,000.

3 (13.08.2013) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

4 (13.08.2013) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (13.08.2013) The land is subject to a right of way over the land tinted blue on the title plan.

2 (13.08.2013) The land is subject to the rights granted by a Deed of Grant dated 21 September 1964 made between (1) Reginald John Crosswell Carpenter and Harold Albert Carpenter and (2) Central Electricity Generating Board .

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

3 (13.08.2013) Restrictive Covenant created by a Deed dated 30 December 1994 made between (1) Energis Communications Limited and (2) Gilbert Raymond Carpenter and Donald Edwin Carpenter but neither the original nor a certified copy or examined abstract of it was produced on first registration.

NOTE: This information was taken from a Land Charge Class D (ii) dated 12 January 1995 reference number 2051.

4 (13.08.2013) Restrictive Covenant created by a Deed dated 30 December 1994 made between (1) Energis Communications Limited and (2) Gilbert Raymond Carpenter and Donald Edwin Carpenter but neither the original deed nor a certified copy or examined abstract of it was produced on first registration.

NOTE: This information was taken from a Land Charge Class D (ii) dated 12 January 1995 reference number 2052.

5 (20.11.2013) The land is subject to the rights granted by a Transfer dated 11 November 2013 made between (1) Geoffrey Carpenter and Peter Carpenter and (2) National Grid Electricity Transmission Plc.

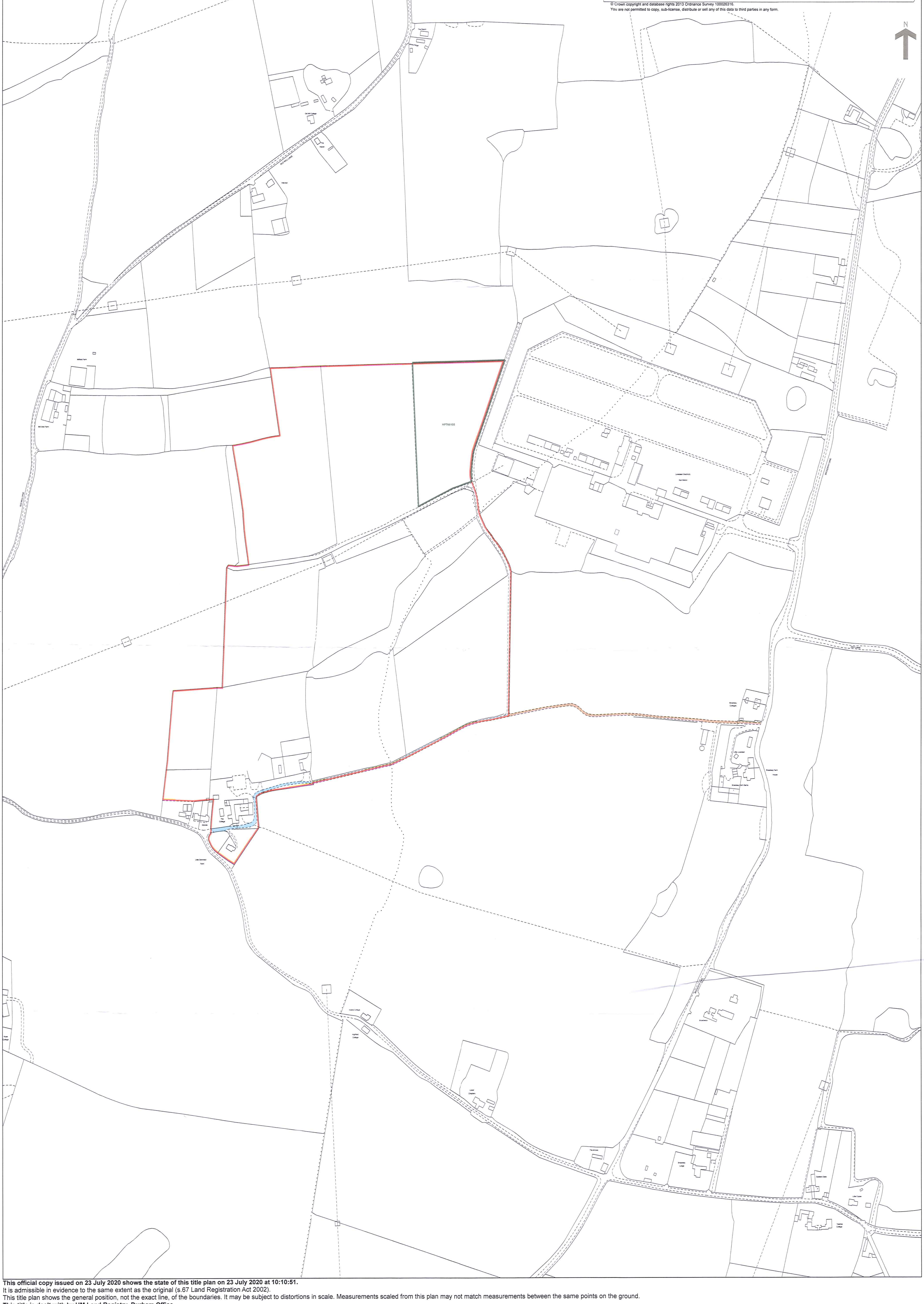
NOTE: Copy filed under HP766105.

End of register

SCHEDULE 2 – TITLE PLAN FOR TITLE NUMBER HP763097

HM Land Registry
Official copy of title plan

Title number **HP763097**
Ordnance Survey map reference **SU6713SW**
Scale **1:2500**
Administrative area **Hampshire: Winchester**



This official copy issued on 23 July 2020 shows the state of this title plan on 23 July 2020 at 10:10:51.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

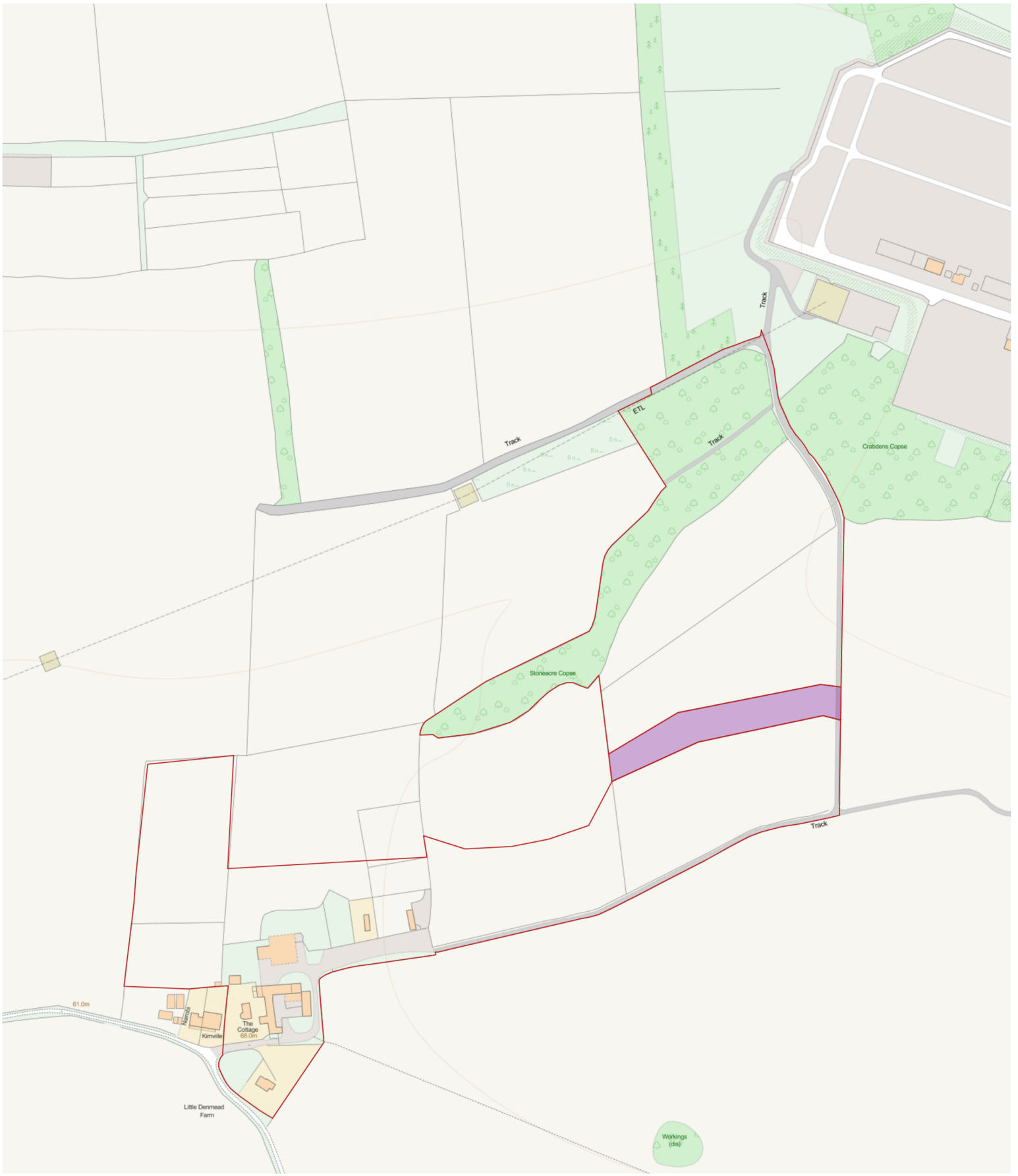
SCHEDULE 3 – AERIAL IMAGE ONE AND AERIAL IMAGE TWO OF OUR CLIENTS' LAND


Modern Steel Framed Buildings
[redacted]
[redacted]
Traditional Farm Buildings
Farmhouse


Pony Paddocks

SCHEDULE 4 – PLAN SHOWING THE EXTENT OF THE RETAINED LAND

The land app



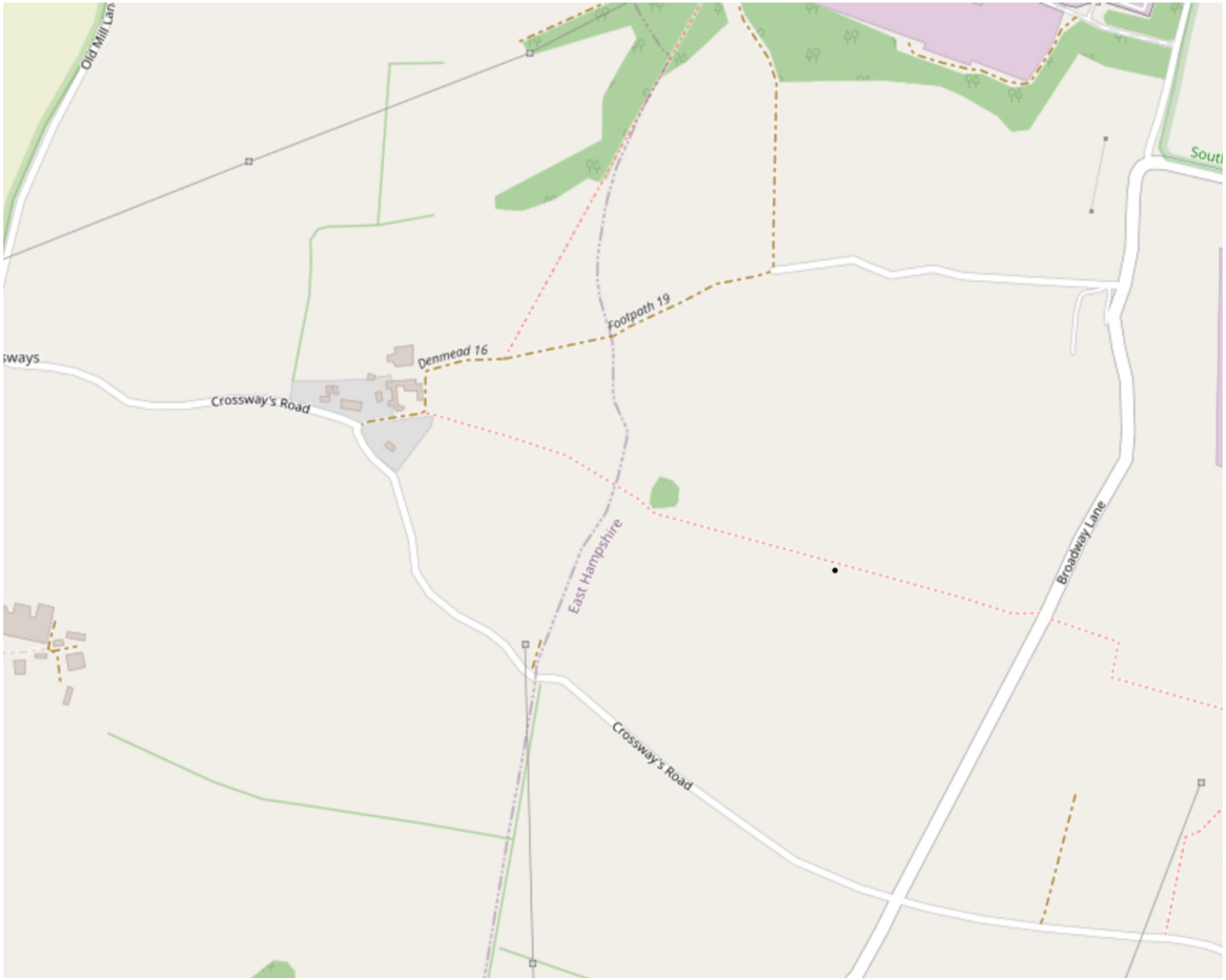
For Identification Purposes only

50 m

Scale 1:3500 (at A4)

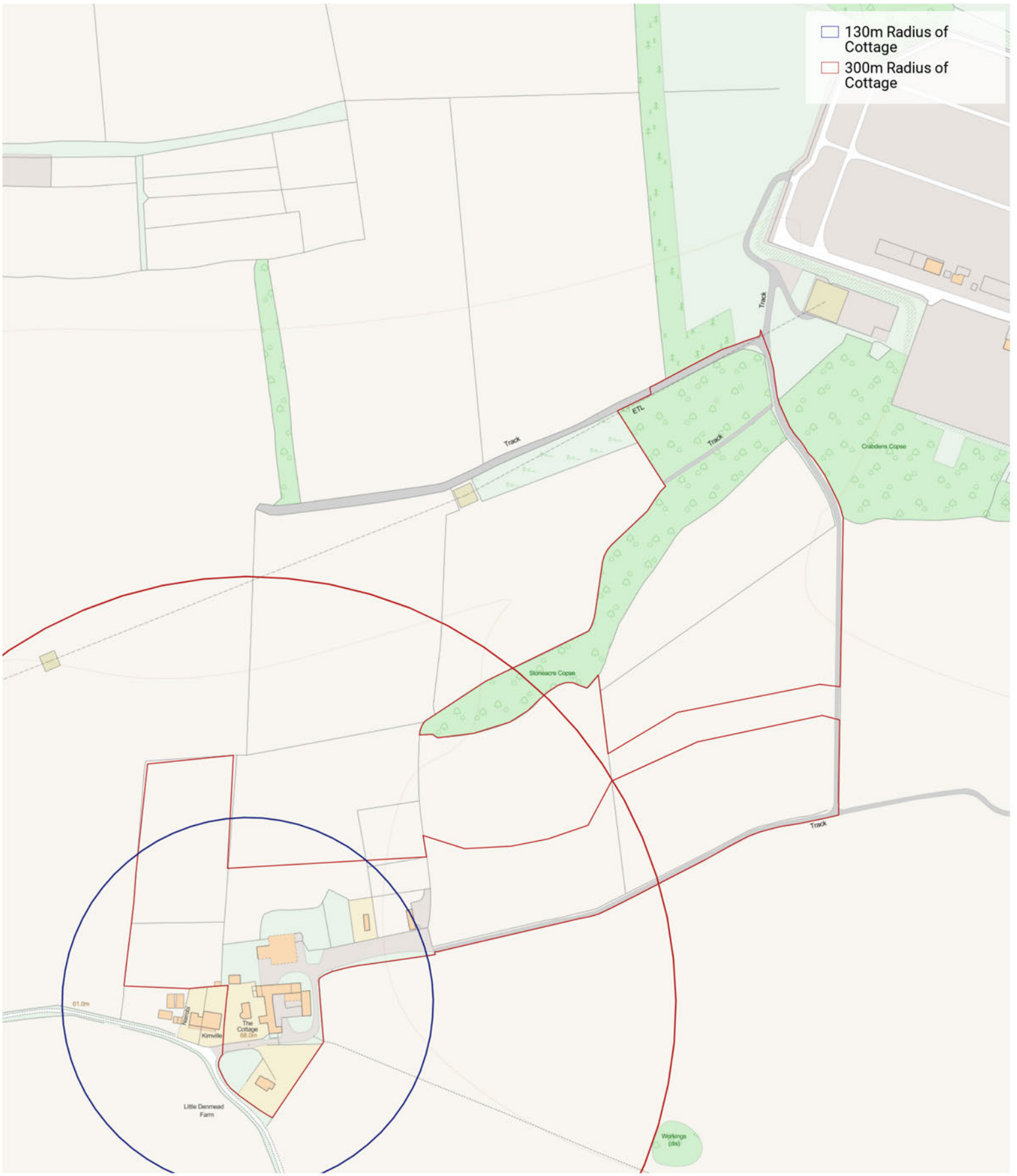
N

SCHEDULE 5 – ROAD NAMES NEAR LITTLE DENMEAD FARM


Old Mill Lane
Footpath 19
Denmead 16
Crossway's Road
East Hampshire
Broadway Lane
Crossway's Road

SCHEDULE 6 – 300M RADIUS OF CONSTRUCTION WORKS FOR CONVERTER STATION

The land app



50 m
Scale 1:3500 (at A4)
N

Date: 6 October 2020

Application by Aquind Limited for a Development Consent Order for the 'Aquind Interconnector' electricity line between Great Britain and France (PINS reference: EN020022)

Summary of Written Representations

On behalf of

Mr. Geoffrey Carpenter & Mr. Peter Carpenter

Registration Identification Number: 20025030

Submitted in relation to Deadline 1 of the Examination Timetable

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk
Ref: 584927-6

1 INTRODUCTION

1.1 Mr. Geoffrey Carpenter & Mr. Peter Carpenter (our "**Clients**") own the freehold interest in Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL,

1.2 Little Denmead Farm is situated within the converter station area. The area covered by plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 falls within our Clients' freehold interest.

1.3 Our Clients benefit from a right of way over plot numbers 1-60, 1-63, and 1-65. These plots are also covered by Footpath 4 and Footpath 16

1.4 The proposals will cause significant harm to our Clients' health, business, and way of life. Our Clients are not satisfied that these impacts have been adequately assessed, or that there are strong enough protections in the draft DCO **[APP-019**] and supporting documents to mitigate or avoid the harm that will be caused.

1.5 Our Clients also strongly object to the extensiveness of the compulsory acquisition powers being sought over their freehold interest and right of way. There are other less-intrusive powers available.

2 COMPULSORY ACQUISITION OF FREEHOLD INTEREST

2.1 It is not necessary for the Promoter to seek to compulsory acquisition powers to acquire our Clients' freehold interest over the entirety of plot number 1-32. The majority of plot 1-32 is to be landscaped and used as an access road. Compulsory acquisition powers to create new landscaping rights and new access rights would be more appropriate. We request that the power to compulsorily acquire the freehold interest in plot 1-32 be reduced so that it only covers the footprint of the proposed converter station. We also request that the remainder of plot 1-32 that is to be landscaped be made subject to new permanent landscaping rights. The part of plot 1-32 where the new access road is proposed should instead be subject to new access rights. We also request any related amendments be made to the Book of Reference **[APP-024]** and the Land Plans **[APP-008]**.

3 TEMPORARY USE OF LAND

3.1 Our Clients own the freehold interest to plots 1-57 and 1-71, which are subject to powers of temporary use. Plot 1-71 forms part of a track (also known as Footpath 16). The only way large and heavy agricultural vehicles and our Clients' horses can access our Client's land is via this section of the track. The construction and commissioning works relating to the converter station area is estimated to take place between 2021 and 2024. This, coupled with the effect of Article 30(3)(a), means that plot 1-71 (and the track) could be possessed and used by the Promoter for approximately 4 years. This means (together with the proposed stopping up of plot 1-71 – see below) our Clients' access to their homes and remainder of their freehold interest would be severely restricted and their business would suffer. The draft DCO **[APP-019]** does not appear to allow access to be granted to large vehicles or animals along the track within plot 1-71 during that time. We request amendments be made to allow for heavy vehicles and animals to continue to use this track in our Clients' case, and for

practical arrangements to be left to be agreed between the Promoter and our Clients. We also request that Requirement 22 be amended to oblige the Promoter to obtain an independent assessment to establish the baseline condition of the relevant land before temporary use commences.

4 TEMPORARY STOPPING UP & ACCESS

4.1 Footpath 16 (public right of way) is located on our client's land within plot 1-71. Footpath 4 is located plot 1-60, adjacent to plot 1-71. Our Clients have a private right of way over Footpath 4. Footpaths 16 and 4 form one continuous track that is used by our Clients, farm animals and large vehicles. The only way large vehicles and our Clients' horses can access our Client's land is via this track. Footpaths 16 and 4 will be temporarily stopped up for the duration of the construction and commissioning works relating to the converter station area. This will remove access by large vehicles and animals to our Clients' land and remaining business for a number of years. The protections in the draft DCO **[APP-019]** are not adequate in this regard.

5 NOISE AND VIBRATION

5.1 Our Clients are not satisfied that a proper assessment of their particular sensitivities (living and working very close to the converter station area) has been carried out. A number of shortcomings in the Promoter's assessments are identified. There is also no requirement for the community liaison element of the Onshore Outline Construction Environmental Management Plan **[APP-505]** ("**OOCEMP**") to take positive steps to deal with sources of noise that are causing concern.

6 DUST AND AIR POLLUTION

6.1 There is conflict between the dust risk levels stated in the OOCEMP **[APP-505]** and in chapter 23 of the Environmental Statement **[APP-138]**, which throws doubt over the Promoters' assessment. We also question whether the proposed mitigation measures go far enough, for example there is no strict obligation to monitor air pollution, only a statement that the Promoter "may" carry out monitoring. Our Clients are also concerned about the effects of air pollution on Stoneacre Copse, which they will keep ownership of. The Environmental Statement states these impacts will be of "temporary" nature, but as the impacts will last for the duration of the construction (between 2021 and 2024), this is a significant period of time for our Clients.

7 CONTAMINATION

7.1 The Environmental Statement **[APP-131]** states that in relation to Stoneacre Copse, increases in pollutants such as dust and chemicals in waterborne run-off, could lead to "effects" during construction. These "effects" are not described. There is no obligation for the Promoter to remediate contamination caused by the works to land outside the Order Limits where the Environmental Statement already identifies a clear risk of contamination to named areas.

8 ARTIFICIAL LIGHT

8.1 Requirement 23 of the draft DCO **[APP-019]** allows external lighting during "exceptional circumstances", but there is no definition of "exceptional circumstances", leaving it to the

discretion of the Promoter. There needs to be a requirement for the Promoter to submit an external lighting strategy for operational purposes to the relevant local planning authority.

9 HUMAN HEALTH

9.1 Due to the concerns relating to air pollution, dust, light, noise and vibration, our Clients do not agree with the Promoter's assessment that there will be a negligible to minor impact on human health.

10 WILDLIFE & CONSERVATION

10.1 There are a number of species of wildlife on our Clients' land, but it is unclear to what extent the Environmental Statement **[APP-131]** considers their presence. The assessment also relies on re-planting and re-landscaping to enhance biodiversity and to rebalance the loss of wildlife, but there is no assessment in terms of how long this could take, and the impact of this on the effectiveness of the proposed mitigation measures.

11 DECOMMISSIONING

11.1 There should be a requirement for the Promoter to submit a decommissioning strategy, impact assessment, and programme to the relevant local authority before any decommissioning takes place.

Date: 6 October 2020

Application by Aquind Limited for a Development Consent Order for the 'Aquind Interconnector' electricity line between Great Britain and France (PINS reference: EN020022)

Summary of Written Representations

On behalf of

Mr. Geoffrey Carpenter & Mr. Peter Carpenter

Registration Identification Number: 20025030

Submitted in relation to Deadline 1 of the Examination Timetable

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk
Ref: 584927-6

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BLAKE MORGAN

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

New Kings Court
Tollgate
Chandler's Ford
Eastleigh SO53 3LG

DX 155850 Eastleigh 7

DDI: 023 8085 7431
T: 023 8090 8090
F: 0844 620 3401
E: adrian.noviss@blakemorgan.co.uk

www.blakemorgan.co.uk

By email only: aquind@planninginspectorate.gov.uk

Our ref: 00584927/000006

20 October 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030)

Submitted in relation to Deadline 2 of the Examination Timetable

As you are aware, we act for Mr Geoffrey Carpenter and Mr Peter Carpenter (our "**Clients**").

Our Clients jointly own the freehold interest in land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL.

The area covered by plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 falls within our Clients' freehold interest. Our Clients also benefit from a right of way over plot numbers 1-60, 1-63 and 1-65 (also covered by Footpath 4 and Footpath 16).

We refer to your letter dated 15 September 2020 issued in connection with Section 89 of The Planning Act 2008 and Rules 8, 9 & 13 of The Infrastructure Planning (Examination Procedure) **[PD-012]** ("**Rule 8 Letter**"), which contains the Examination timetable.

1. Requirements for Deadline 2 of the Examination timetable

1.1 The Examination timetable in the Rule 8 Letter **[PD-012]** requires (amongst other things) the following to be submitted at Deadline 2:

1.1.1 Comments on responses for Deadline 1; and

1.1.2 Comments on responses to ExQ1.

1.2 We write in relation to the above two requirements.

2. **Comments on "responses for Deadline 1"**

2.1 We note that "*Comments on responses to Deadline 1*" is a relatively wide requirement. We assume it covers all responses submitted in relation to Deadline 1.

2.2 As you are already aware, the Applicant has submitted a large number of revised application documents and plans (including a revised draft DCO **[REP1-021]**) and that large parts of the Environmental Statement have also been revised. These revised drafts appear to have been submitted in addition to the documents required in relation to Deadline 1, though it is not entirely clear to us at present.

2.3 The Examination timetable states that the list of documents below was required in relation to Deadline 1, and we had envisaged that the documents in red below were the ones that would have been the most relevant to our Clients' to consider commenting on for Deadline 2:

- ***Responses to ExQ1;***
- *Local Impact Reports (LIR) from Local Authorities;*
- *Written Representations (WRs) including summaries of all WRs exceeding 1500 words;*
- ***Responses to Relevant Representations;***
- *Statements of Common Ground (SoCG) requested by the ExA;*
- *Statement of Commonality for SoCG;*
- ***The Compulsory Acquisition Schedule;***
- *Notification by Statutory Parties of their wish to be considered as an Interested Party (IP) by the ExA;*
- *Notification of wish to participate in Open Floor Hearings (OFH1 or OFH2) (see Annex B);*
- *Notification of wish to participate in Compulsory Acquisitions Hearings (CAH1 or CAH2) (see Annex B);*
- *Notification of wish to participate in the Issue Specific Hearing into the draft Development Consent Order (ISH1) (see Annex B);*
- *Submission by the Applicant, IPs and APs of suggested locations for the ExA to include in any Accompanied Site Inspection, including the reason for nomination and issues to be observed, information about whether the location can be accessed using public rights of way or what access arrangements would need to be made, and the likely time requirement for the visit to that location."*

2.4 We note the Examining Authority's ("**ExA's**") letter to the Applicant dated 15 October 2020 **[PD-013]** issued under Rule 17 of The Infrastructure (Examination Procedure) Rules 2010 ("**Rule 17 Letter**"). We note that the Rule 17 Letter requests the Applicant to (amongst other things) provide further reasoning for submitting certain revisions, to confirm whether the Applicant is making a formal request to change the application, and whether additional consultation could be required. We note that it is only after the Applicant provides its responses to the requests made in the Rule 17 Letter that the ExA will then decide whether the relevant changes are material and admissible to the Examination.

2.5 In light of the Rule 17 Letter **[PD-013]** and the large number of additional revised application documents submitted by the Applicant, it is unclear whether we are now required to comment on all or just some of the revised application documents individually, or to submit revised Written Representations at Deadline 2 based on those revised documents, in order to satisfy the requirement that "*Comments on responses for Deadline 1*" must be submitted at Deadline 2. We note that some application documents have been revised as a result of the Applicant's responses to the ExA's First Written Questions **[REP1-091]**.

2.5 To put it another way, we are unclear as to whether all of the additional revised application documents and plans are to be formally treated as "responses for Deadline 1" and whether interested and affected parties are required to comment on all revised documents by Deadline 2.

2.6 To be required to do so would involve a significant amount of work and an effective re-consideration and revision of our Clients' Written Representations **[REP1-232]** by Deadline 2, which we do not believe was the intention of the ExA when it set the requirements for Deadline 2. This is especially so given that the Applicant's responses to Written Representations are also required by Deadline 2.

2.8 In light of the above, we have concluded that subject to further clarification and confirmation from the ExA, we are currently not formally required to comment on all the revised application documents submitted by the Applicant in relation to Deadline 1, by Deadline 2. We have therefore only concentrated on the documents listed in red at paragraph 2.3 of this letter, for the purposes of our Clients' submissions in relation to Deadline 2.

2.9 We respectfully request guidance from the ExA as to whether we are correct in our approach, and if not, which of the revised application documents submitted in relation to Deadline 1 Interested Parties and Affected Parties are still required to consider in light of the Rule 17 Letter **[PD-013]**, and by when. We would also like to in the meantime reserve our Clients' position in relation to all the revised application documents submitted in relation to Deadline 1, until after the ExA has confirmed whether the changes being sought are material and are admissible.

3. **Applicant's responses to Relevant Representations**

3.1 We have considered the Applicant's responses to Relevant Representations (document reference number 7.9.4) **[REP1-160]** ("**Responses to Relevant Representations**"). Where the Applicant has referred to an application document in its response, we have assumed it is referring to the original version of that document and not any revised version submitted by the Applicant in relation to Deadline 1 of the Examination timetable.

3.2 Our Clients' relevant representations are contained in document number reference RR-055, in relation to Little Denmead Farm (our "**Clients' Relevant Representations**"). To be clear, we are aware that Peter and Dawn Carpenter have also submitted relevant representations in their own names relating to other land they own within the Order Limits (contained in document reference number RR-054). Blake Morgan LLP is not instructed in relation to representations contained in document reference RR-054, and the submissions in this letter is not related to RR-54.

3.3 Our Clients' Relevant Representations **[RR-055]** raised a number of issues. The Applicant's Responses to Relevant Representations **[REP1-160]** do not adequately address them. We take each concern in turn below.

3.4 **Amenity (Noise, dust, and vibration):** Our Clients' Relevant Representations **[RR-055]** state that the dust produced by construction traffic will settle on their fields and paddocks, which will prevent grazing. The noise and vibration associated with such traffic and the cooling fans when the Converter Station is operational will have a significant detrimental impact on our Clients' use and enjoyment of Little Denmead Farm, their day-to-day lives, and on their livestock. The Applicant's response to this is wholly inadequate. In section 5.12 of page 5-104 of its Responses to Relevant Representations **[REP1-160]**, the Applicant states "*The noise and vibration assessment can be found in Chapter 24 (Noise and Vibration) of the ES (APP-139)*." The Applicant provides no further response or justification whatsoever to explain how Chapter 24 **[APP-139]** addresses our Clients' concerns, and which specific parts of Chapter 24 are relevant. We have in paragraph 8 of our Client's Written Representations (document reference number REP1-232) made submissions in relation to Chapter 24 of the Environmental Statement. We therefore maintain our Clients' objections in relation to noise, dust, and vibration and

reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted at Deadline 2) in relation to these issues, and comment further at Deadline 3 of the Examination timetable.

3.5 **Business Impact**: Our Clients' Relevant Representations **[RR-055]** highlighted that the freehold interest to over 30 acres of the 52 acre farm covered by plot 1-32 is to be compulsorily acquired. This represents 58% of the farm's landholding. With over 60% of the farm being affected overall by this, and the compulsory acquisition of new permanent access rights (plot 1-51), acquisition of permanent landscaping rights (plots 1-38, 1-69, 1-70, and 1-72), and temporary possession of land (plots 1-57 and 1-71), this will significantly interfere with our Clients' farming activities. The farm's landholding is relatively small compared to neighbouring landowners, and it will therefore have a disproportionate impact on Little Denmead Farm compared to others. There will also be a significant detrimental impact on the remaining parts of the farm as existing fields will be split up, leaving small, irregular shaped paddocks without straight boundaries. This will make it difficult to carry out farming activities as there will be insufficient space for livestock grazing and access will be rendered difficult. There is no other suitable farming land of this size available in the vicinity to replace the land that will be lost. Reducing the farm to just 22 acres means that the farm is unlikely to be able to continue to operate as a viable business. The Applicant has failed to adequately assess the significant harm that the DCO would have on the farm's ability to function, considering only the type of agricultural land that would be lost and failing to consider the effect on the agricultural business that operates on that land. Section 5.12 (on page 5-106) of the Applicant's Responses to Relevant Representations **[REP1-160]** does not provide sufficient justification to address these concerns. The response in section 5.12 makes a general reference to Chapter 17 of the Environmental Statement (Soils and Agricultural Land Use) **[APP-132]**, Appendix 27.3 (Cumulative Effects Assessment Matrix (Stage 1 & 2)) (APP-479) and Appendix 27.4 (Cumulative Effects Assessment Matrix (Stage 3 &4)) (APP-480). The Applicant does not however explain how these documents address our Clients' concerns. The response also states that "*as discussions are ongoing with landowners, no account has been taken of any potential mitigation measures for land holdings so the assessment in the ES presents a worst case for the effects on farm holdings. Paragraph 17.8.1.6 of Chapter 17 states that 'Mitigation relating to the permanent loss of farmable area to the affected farm holdings are matters of private negotiation and therefore cannot be incorporated into this assessment'. Discussions are ongoing with landowners with regards to acquisition in the hope of reaching an agreement with the impacted parties.*" Firstly, the Applicant needs to demonstrate that the public interest outweighs the harm that will be caused by the exercise of such compulsory acquisition powers, and that those powers being sought are proportionate. The harm that will be caused to our Clients is the loss of their business and livelihoods. Such a significant harm should not be relegated to the subject of private negotiations only, without any assessment by the Applicant, or scrutiny by the ExA. In this regard, we submit that the loss of businesses and livelihoods (not only in relation to our Clients but also in general) needs to be formally assessed and considered in the context of the examination into whether the compulsory acquisition powers being sought satisfy the relevant legal and guidance requirements. Secondly, despite what the Applicant states, there has been very little progress (on its part) in private negotiations with our Clients. We therefore maintain our Clients' objections in relation to business impact. Please see paragraphs 4.5.1 and 4.5.4 of this letter for further details of the lack of engagement with our Clients in relation to reaching a voluntary agreement and in relation to the proposals' impacts on our Clients' business.

3.6 **Compulsory Acquisition**: Our Clients' Relevant Representations **[RR-055]** set out arguments as to why we do not believe the compulsory acquisition powers being sought in relation to Little Denmead Farm are necessary and proportionate. Section 5.20 on page 5-111 of the Applicant's Responses to Relevant Representations **[REP1-160]** refers us to the Statement of Reasons (APP-022). However, there is no explanation provided by the Applicant beyond this as to **why** the powers are necessary and proportionate and which parts of the Statement of Reasons they consider relevant to our Clients' concerns in this regard. Our Clients' Written Representations submitted at Deadline 1 (document reference number REP1-232) sets out in full why we do not consider the Statement of Reasons

adequately addresses our Clients' objections in this regard. We therefore maintain our Clients' objections in relation to the necessity and proportionality of the compulsory acquisition powers being sought, and reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted at Deadline 2) in relation to this issue, and comment further at Deadline 3.

3.7 **Landscaping:** Our Clients' Relevant Representations **[RR-055]** state that the Applicant has failed to justify the need for the laydown area/works compound on plot 1-32 to be required on a permanent basis for landscaping, when such landscaping will only consist of grassland rather than as screening, nor provided adequate justification as to why permanent landscaping rights are required in respect hedgerows which prevents our clients from being able to reshape the remaining parts of the farm. Section 5.25 on page 5-118 of the Applicant's Responses to Relevant Representations **[REP1-160]** states that those rights are required as part of the landscaping strategy to assist with the screening of the Converter Station. The areas of land identified for this purpose are considered to be reasonable and only so much as is necessary and aligns with the scale of the project. The Applicant refers us to section 6.1.7 of the Statement of Reasons (APP-022). However, paragraph 6.1.7 does not contain any relevant explanation or justification; it merely states: "*New Landscaping Rights: Rights are sought over the land shown green on the Land Plans for landscaping and ecological measures required in connection with the visual screening of the converter station and at the University of Portsmouth Langstone Campus adjacent to Furze Lane*." To therefore simply state that the rights being sought are required and are reasonable, without any further explanation or evidence to support ***why*** they are required and are reasonable, is insufficient. We therefore maintain our Clients' objections in relation to landscaping and reserve their position. We have made further representations in respect of landscaping in our Clients' Written Representations (REP1-232). We will consider the Applicant's responses to those (which are to be submitted at Deadline 2), and comment further at Deadline 3.

3.8 **Relevant Representations not responded to**: Our Clients' Relevant Representations **[RR-055]** also raised issues relating to access, the proximity of the proposed scheme to the South Downs National Park, why the proposed telecommunications building on plot 1-32 cannot be moved eastwards in order to preserve the paddocks belonging to our Clients, the effect of the proposed scheme on the nature of the area (turning it from an agricultural into an industrial area), and the protection of their human rights. The Applicant's Responses to Relevant Representations **[REP1-160]** do not provide any direct response to these concerns.

4. Applicant's responses to ExQ1

4.1 We have considered the Applicant's responses to ExQ1 (document reference number 7.4.1) **[REP1-091]**.

4.2 We note that in its responses to questions MG1.1.2 (siting of the Converter Station), MG1.1.21 (management under the Outline Landscape and Biodiversity Strategy), CA1.3.12 (Compulsory acquisition of agricultural land), and CA1.3.14 (specific question relating to Little Denmead Farm), the Applicant has made a number of representations concerning its engagement with our Clients. We address those in turn below.

4.3 **MG1.1.2 (siting of the Converter Station):** The Applicant's response refers to ongoing discussions with landowners in relation to the siting of the Converter Station and that it is confident those negotiations can be concluded in advance of the end of the Examination period. Our Clients have never been contacted by the Applicant to specifically discuss these specific issues. Whilst we share the Applicant's hope to conclude negotiations before the end of Examination, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to ***starting*** proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.

4.4 **MG1.1.21 (management under the Outline Landscape and Biodiversity Strategy):** The Applicant states that it is in discussions with a number of landowners in the vicinity of the Converter Station Area to agree the acquisition of land and easements to provide the rights required for the long term management of the land, including hedgerows, to enable the implementation and maintenance of the measures set out in the updated Outline Landscape and Biodiversity Strategy **[REP1-034]**. Again, whilst we share the Applicant's hope to conclude negotiations, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to ***starting*** proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.

4.5 **CA1.3.12:** The ExA asked the Applicant: **"***Why do the Order limits shown on the Land Plans [APP-008] extend to include a large proportion of best and most versatile agricultural land (49% of the agricultural land implicated by the Order)? What would the actual effects on availability and productivity on such land be taking a realistic approach to cable routing and Compulsory Acquisition?*" We note the Applicant does not provide a direct response to this question, but instead addresses a wide range of other issues, from extent of engagement carried out, to noise and vibration. We request that a more specific response be provided by the Applicant. In the meantime, our comments are as follows:

4.5.1 **Engagement:** The Applicant's response mixes up engagement relating to its consultation activities, with initial and cursory engagement it has had to date with our Clients in relation to acquiring Little Denmead Farm by voluntary agreement. The Applicant states it has been in discussions with our Clients since late 2016 to acquire Little Denmead Farm, which included numerous face to face meetings, and that heads of terms offered have been refined, reflecting "increased certainty" in the amount of land over which rights are required. The Applicant also states that its agent has provided regular and detailed updates to our Clients. As a matter of fact, the Applicant's response in these respects is not entirely correct. The Applicant's engagement with our Clients since 2016 has been mainly in relation to its consultation activities and how the proposals have evolved up until submission of the DCO application. The Applicant's engagement has not been focussed on discussing and progressing a voluntary agreement with our Clients in order to avoid the use of compulsory acquisition powers. Our Clients strenuously contend that interactions with them were all one-way conversations by the Applicant, where the Applicant's agents simply told our Clients what the Applicant was proposing on their land at different points in time, what the DCO process involved, and how the proposals were changing. There were no meaningful discussions in relation to acquiring our Clients' land and the rights that the Applicant would need in relation to landscaping if compulsory acquisition powers were to be avoided. Our Clients (and their agents) also deny there were any meaningful discussions about the extent of the landscaping rights being sought through the DCO application. There was a meeting on 21 August 2019 with the Applicant's agents where a passing comment was made by the Applicant's agent in relation to the extent of landscaping rights the Applicant may need, and the possibility of entering into a covenant in relation to Little Denmead Farm where our Clients were not to cut the hedgerows to below a particular height (e.g. 5m). That discussion was never furthered. Mr Peter Carpenter has also confirmed to us that any previous calls he placed directly to the Applicant or its agents were to seek clarification about the detail of the changing nature of the proposals and not to negotiate terms of private agreement in relation to Little Denmead Farm. The Applicant has also never explained to our Clients why through its DCO application it needs to own the freehold interest to the parts of Little Denmead Farm it only proposes to landscape or create the access road on. Each time the scheme proposals changed, a new set of draft Heads of Terms was sent to our Clients, to the point where it became very confusing for our Clients to understand exactly what the Applicant was proposing. Each draft of the Heads of Terms was vastly different to the previous version (i.e. they were not "refined" to reflect "increased certainty", as the Applicant has put it). That is why there are currently 5 different versions of draft Heads of Terms – each one represented a very different iteration

of the pre-application proposals. It is not the case (as the Applicant's response implies) that the same set of Heads of Terms have been negotiated by our Clients since 2016 and that we are now at version 5. To date and despite requests from Blake Morgan LLP, the Applicant has not even sent our Clients a first draft of a private voluntary agreement to consider – given that we are 4 years on since consultation commenced, this illustrates how slow the Applicant has been to properly commence any meaningful voluntary agreement negotiations with our Clients. All efforts by the Applicant to progress draft Heads of Terms and a voluntary agreement have ceased since December 2019. Please see **Schedule 1** to this letter for a full breakdown of engagement by the Applicant with our Clients' agents and with Blake Morgan. The last draft of the Heads of Terms was sent to our Clients nearly a year ago and despite many chasers, an updated version has to date not been issued. We have also tried to encourage the Applicant to not allow negotiations on value to stall progress on agreeing other terms on a draft legal agreement, but there has been no movement on this by the Applicant despite our requests. The Applicant's response that its engagement with our Clients has been "regular" is therefore inaccurate. It is also inaccurate for the Applicant to state that it "*continues to engage with the landowners via their respective agents with the aim of securing a voluntary agreement for the land and land rights required for the Proposed Development*." To this end, we respectfully request that the ExA requires the Applicant to fully and properly engage with our Clients immediately, to start legal agreement negotiations, as per our repeated requests, in order to avoid seeking and using compulsory acquisition powers in relation to Little Denmead Farm.

4.5.2 **Removal of land:** The Applicant states that it has removed land belonging to our Clients from the Order Limits, as a result of representations made by them. It states that change was made to remove the area immediately south of the eastern end of Stoneacre Copse (i.e. north of plot 1-51 in the Land Plans [APP-008]. It is our Clients' understanding that this amendment was made purely as a result of the Applicant's changing proposals, and not as a result of any requests or pressure from our Clients. Discussions with our Clients were very much of the type where most of the time was spent by the Applicant's agent telling them what the Applicant needed, which often changed significantly.

4.5.3 **Nature of compulsory acquisition powers:** The Applicant states that it is now at a stage where the amount of land left within the Order Limits is such that it is not possible to remove any further land without jeopardising the Applicant's ability to construct, operate and maintain the project. To clarify, we are questioning why ***the nature of*** the compulsory acquisition powers being sought are required in relation to Little Denmead Farm. We cannot see how only having landscaping and access rights over the majority of plot 1-32 (which is what we are arguing would be more appropriate) will stop the Applicant from constructing, operating and maintaining the Converter Station, as those rights will provide the Applicant with the powers it needs. We maintain that the Applicant does not need to own the freehold interest to the entirety of plot 1-32. Contrary to what the Applicant states, there is no specific part of the Statement of Reasons **[APP-022**] that provides a proper justification as to why the freehold interest to the entirety of plot 1-32 in particular is required.

4.5.4 **Impact on business:** The Applicants' response covers the impacts on our Clients' farming business. The Applicant states that Little Denmead Farm is not a livestock farm and that only a small number of horses are kept on it. This is incorrect, and demonstrates the Applicant's lack of proper and accurate assessment. The threat of compulsory acquisition changed the way Mr Peter Carpenter farms the holding at Little Denmead Farm. He had every intention to erect modern livestock buildings on the holding, however given that he would only be left with 14 acres of grazing (if the DCO is granted and the compulsory acquisition powers are exercised), Mr Carpenter made the early decision that it would not be economically viable to invest in modern livestock housing as he would not have the land to accompany the new

buildings. It would have put further financial strain on the farming business. At the time he made that decision, he was unsure as to whether a private agreement could be reached, and he felt under pressure to act quickly. The decision was also taken not to purchase replacement beef heifers in 2017, as Mr Carpenter knew it would take up to 5 years for those heifers to produce calves and for the calves to be reared for slaughter. With the threat of the use of compulsory acquisition looming, he had no certainty that he would continue to retain freehold ownership of the land to rear and finish those cattle over the next 5 years. Mr Peter Carpenter has continued to farm on Little Denmead Farm, growing and producing hay from the holding. Little Denmead Farm is a pasture farm and has the buildings and facilities to be used for keeping and grazing cattle, sheep or horses. The farm is fenced, with water being supplied to irrigate the fields. Our Clients therefore strongly disagree with the Applicant's statement that Little Denmead Farm is not a livestock farm.

4.5.5 **Access:** The Applicant states that in relation to rights for our Clients to cross the access road, such rights "can be provided". This is not reflected in the DCO application documents. We would therefore question whether this is actually the Applicant's intention. We would also question why, for example, specific reference is not made in the draft DCO **[APP-019]** to make it clear that the owners of Little Denmead Farm will have rights to cross the new access road to the Converter Station. Also, there is a big difference between stating rights to cross "can" be provided, and that they ***"will"*** be provided. There has been no private agreement with our Clients or any meaningful negotiation as to how to secure such crossing rights privately. The Applicant has not sent our Clients a first draft of any legal agreement to secure any such rights. On the contrary, the rights and powers the Applicant is seeking across Little Denmead Farm through the DCO application will prevent our Clients from crossing the access road, which is contrary to any statements the Applicant may have made to our Clients privately.

4.5.6 The Applicant states that our Clients have also raised concerns in relation to noise, vibration, and dust, but that these are adequately dealt with in the Noise and Vibration Chapter (APP-139) and the Air Quality Chapter (APP-138) of the Environmental Statement. We refer to our Clients' Written Representations (document reference number REP1-232) which provide detailed arguments in relation to this part of the Environmental Statement. We will consider the Applicant's responses to those (which are to be submitted at Deadline 2), and comment further at Deadline 3.

4.6 **CA1.3.14:** The ExA asked the Applicant**: "***The Relevant Representations from Mr and Mrs Carpenter [RR-054] and Little Denmead Farm [RR-055] raise significant objections with regards to Compulsory Acquisition of farmland and the rights for landscaping around the Converter Station. Notwithstanding the response to Relevant Representations required at Deadline 1, please provide detailed justification as to the approach to Compulsory Acquisition with respect these landholdings and respond to the Compulsory Acquisition concerns raised by the landowners, including the concerns of limited consultation and engagement with them despite their land appearing critical to the success of the Proposed Development*." The Applicant's response to this effectively repeats its responses to question CA1.3.12. Without wishing to repeat our comments, we refer to our comments at paragraph 4.5 of this letter.

4.7 With respect to the other responses provided by the Applicant, we will consider those in the context of the Applicant's responses to our Clients' Written Representations that are due to be submitted at Deadline 2, and we will comment further if necessary at Deadline 3. In light of this and the clarifications we have requested at paragraph 1 of this letter, we maintain our Clients' objections and reserve their position in the meantime.

5. **The Compulsory Acquisition Schedule**

5.1 We have considered the Applicant's Compulsory Acquisition Schedule (document reference number 7.6.1) **[REP1-124]** and the Applicant's Compulsory Acquisition and Temporary Possession Objection Schedule (document reference number 7.6.3) **[REP1-126]**.

5.2 These documents contain statements by the Applicant regarding its engagement with our Clients in relation to private negotiations. We refer to our comments in paragraph 4.5.1 of this letter. We will consider those arguments further in the context of the Applicant's responses to our Clients' Written Representations that are due to be submitted at Deadline 2, and we will comment further if necessary at Deadline 3. In light of this and the clarifications we have requested at paragraph 1 of this letter, we maintain our Clients' objections and reserve their position in the meantime.

6 **Conclusions**

6.1 None of the Applicant's responses that we have reviewed in relation to Deadline 1 of the Examination timetable have properly addressed our Clients' concerns and objections. In light of this, and the need for clarification from the ExA due to the Rule 17 Letter **[PD-013]**, we maintain all our Clients' objections and reserve their right to make further comments at the appropriate times as the Examination progresses.

Yours faithfully

Blake Morgan LLP

SCHEDULE 1

THE APPLICANT'S ENGAGEMENT WITH OUR CLIENTS (OR ITS ADVISORS) IN RESPECT OF A VOLUNTARY AGREEMENT TO PURCHASE LITTLE DENMEAD FARM

DATE	ACTION
13/11/2016	Initial contact by the Applicant's agent with Ian Judd & Partners, requesting a Non Disclosure Agreement.
09/12/2016	Meeting between Ian Judd & Partners and the Applicant's agent to discuss the general principles of the scheme.
09/03/2017	First initial draft Heads of Terms sent to Ian Judd & Partners to reflect scheme being considered.
25/04/2017	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent to discuss the principles of the proposed scheme, possible construction period, ecology, and survey access.
22/06/2017	Agreed Licence to do survey works.
18/12/2017	Second draft Heads of Terms sent to Ian Judd & Partners reflecting different scheme.
04/01/2018	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent to discuss different cable routing options and general principles of the proposed scheme.
06/03/2018	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to the Converter Station and extent of land affected.
28/03/2018	Survey access and licence for Trial Trenches.
10/05/2018	Survey access for breeding birds.
15/09/2018	Third draft Heads of Terms issued reflecting considerable changes in the scheme.
17/10/2018	Further survey access provided .
15/11/2018	Fourth draft of Heads of Terms Version issued. File notes of Ian Judd & Partners reveal the Applicant's agent was not sure of what the Applicant wanted. Terms were considerably different to previous draft Heads of Terms.
29/01/2019	Further survey access.
07/03/2019	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to the latest scheme proposals, timing of possible works, location of works and how the scheme was to develop.
21/08/2019	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to time frames of the DCO application. A passing comment was made in relation to the extent of landscaping rights the Applicant may need, and the possibility of entering into

DATE	ACTION
	a covenant in relation to Little Denmead Farm where our Clients were not to cut the hedgerows to below a particular height (e.g. 5m), but that discussion was never furthered.
21/11/2019	Fifth draft of Heads of Terms issued to Ian Judd & Partners reflecting different scheme proposals.
16/12/2019	Meeting between Ian Judd & Partners and Applicant's agent to discuss the fifth draft Heads of Terms. Discussions broke down when the Applicant's agent refused to disclose how he arrived at certain calculations. Strong disagreement between agents on other terms.
10/03/2020	Confirmation from Applicant's agent to Ian Judd & Partners that he would provide a further breakdown of the fifth draft of the Heads of Terms during the following week.
06/04/2020	Ian Judd & Partners email chaser to Applicant's agent for further breakdown of the fifth draft of the Heads of Terms. No response received.
04/05/2020	Ian Judd & Partners email chaser to Applicant's agent for further breakdown of the fifth draft of the Heads of Terms. No response received.
18/05/2020	Telephone conversation between Ian Judd & Partners and Applicant's agent regarding a breakdown of valuations. No further revised draft Heads of Terms received from the Applicant's agent.
23/06/2020	Assessment sent by Ian Judd & Partners to Applicant's agent on valuations, to progress matters. No response received.
29/06/2020	Ian Judd & Partners email to Applicant's agent chasing for ackowledgement of their email and for responses. No response from Applicant's agent received.
03/07/2020	Ian Judd & Partners email to Applicant's agent chasing for ackowledgement of their email and for responses. No response from Applicant's agent received.
06/07/2020	Applicant's agent confirms receipt of Ian Judd & Partner's email of 29 June 2020. No further information included in response or updates on draft Heads of Terms provided by Applicant's agent.
20/07/2020	Email from Blake Morgan to the Applicant's solicitors requesting virtual meeting to discuss draft Heads of Terms and asking to take forward a draft private agreement.
23/07/2020	Holding response from Applicant's solicitors to Blake Morgan to confirm who would be responding in full.
27/07/2020	Email from Applicant's solicitors to Blake Morgan to advise that the next step in relation to voluntary agreement negotiations is to wait for the Applicant's agent to provide an updated valuations assessment.
12/08/2020	Email from Blake Morgan to Applicant's solicitors chasing for the Applicant's agent's updated assessment.

DATE	ACTION
17/08/2020	Email from Applicant's solicitors to Blake Morgan confirming that the updated valuation assessment will only be finalised after another site visit, and that the Applicant's agent will contact Ian Judd & Partners during the week of 24 August 2020.
20/08/2020	Email from Blake Morgan to the Applicant's solicitors stating that the negotiation of draft Heads of Terms or of a private legal agreement should not be held up by valuation assessments. Email requested a first draft of a legal agreement for Blake Morgan to consider.
10/09/2020	Email from Blake Morgan to the Applicant's solicitors chasing for a first draft of a legal agreement and for the outstanding updated valuation assessment.
21/09/2020	Email from Applicant's solicitors to Blake Morgan confirming that the updated valuation assessment will be provided by 2 October 2020. (The updated assessment has still not been provided, as at 20 October 2020).
28/29 September 2020	Tree surveys carried out on our Clients' land by the Applicant's agents, without any prior notification.
30/09/2020	Applicant's agents carry out a site inspection of Little Denmead Farm.
13/10/2020	Email from Applicant's solicitors chasing for a first draft of a legal agreement and repeating that the legal negotiations should not be held up by valuation matters. No response received from the Applicant's solicitors as at 20 October 2020.

BLAKE MORGAN

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

New Kings Court
Tollgate
Chandler's Ford
Eastleigh SO53 3LG

DX 155850 Eastleigh 7

DDI: 023 8085 7431
T: 023 8090 8090
F: 0844 620 3401
E: adrian.noviss@blakemorgan.co.uk

www.blakemorgan.co.uk

By email only: aquind@planninginspectorate.gov.uk

Our ref: 00584927/000006

20 October 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030)

Submitted in relation to Deadline 2 of the Examination Timetable

As you are aware, we act for Mr Geoffrey Carpenter and Mr Peter Carpenter (our "**Clients**").

Our Clients jointly own the freehold interest in land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL.

The area covered by plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 falls within our Clients' freehold interest. Our Clients also benefit from a right of way over plot numbers 1-60, 1-63 and 1-65 (also covered by Footpath 4 and Footpath 16).

We refer to your letter dated 15 September 2020 issued in connection with Section 89 of The Planning Act 2008 and Rules 8, 9 & 13 of The Infrastructure Planning (Examination Procedure) **[PD-012]** ("**Rule 8 Letter**"), which contains the Examination timetable.

1. Requirements for Deadline 2 of the Examination timetable

1.1 The Examination timetable in the Rule 8 Letter **[PD-012]** requires (amongst other things) the following to be submitted at Deadline 2:

1.1.1 Comments on responses for Deadline 1; and

1.1.2 Comments on responses to ExQ1.

1.2 We write in relation to the above two requirements.

2. **Comments on "responses for Deadline 1"**

2.1 We note that "*Comments on responses to Deadline 1*" is a relatively wide requirement. We assume it covers all responses submitted in relation to Deadline 1.

2.2 As you are already aware, the Applicant has submitted a large number of revised application documents and plans (including a revised draft DCO **[REP1-021]**) and that large parts of the Environmental Statement have also been revised. These revised drafts appear to have been submitted in addition to the documents required in relation to Deadline 1, though it is not entirely clear to us at present.

2.3 The Examination timetable states that the list of documents below was required in relation to Deadline 1, and we had envisaged that the documents in red below were the ones that would have been the most relevant to our Clients' to consider commenting on for Deadline 2:

- ***Responses to ExQ1;***
- *Local Impact Reports (LIR) from Local Authorities;*
- *Written Representations (WRs) including summaries of all WRs exceeding 1500 words;*
- ***Responses to Relevant Representations;***
- *Statements of Common Ground (SoCG) requested by the ExA;*
- *Statement of Commonality for SoCG;*
- ***The Compulsory Acquisition Schedule;***
- *Notification by Statutory Parties of their wish to be considered as an Interested Party (IP) by the ExA;*
- *Notification of wish to participate in Open Floor Hearings (OFH1 or OFH2) (see Annex B);*
- *Notification of wish to participate in Compulsory Acquisitions Hearings (CAH1 or CAH2) (see Annex B);*
- *Notification of wish to participate in the Issue Specific Hearing into the draft Development Consent Order (ISH1) (see Annex B);*
- *Submission by the Applicant, IPs and APs of suggested locations for the ExA to include in any Accompanied Site Inspection, including the reason for nomination and issues to be observed, information about whether the location can be accessed using public rights of way or what access arrangements would need to be made, and the likely time requirement for the visit to that location."*

2.4 We note the Examining Authority's ("**ExA's**") letter to the Applicant dated 15 October 2020 **[PD-013]** issued under Rule 17 of The Infrastructure (Examination Procedure) Rules 2010 ("**Rule 17 Letter**"). We note that the Rule 17 Letter requests the Applicant to (amongst other things) provide further reasoning for submitting certain revisions, to confirm whether the Applicant is making a formal request to change the application, and whether additional consultation could be required. We note that it is only after the Applicant provides its responses to the requests made in the Rule 17 Letter that the ExA will then decide whether the relevant changes are material and admissible to the Examination.

2.5 In light of the Rule 17 Letter **[PD-013]** and the large number of additional revised application documents submitted by the Applicant, it is unclear whether we are now required to comment on all or just some of the revised application documents individually, or to submit revised Written Representations at Deadline 2 based on those revised documents, in order to satisfy the requirement that "*Comments on responses for Deadline 1*" must be submitted at Deadline 2. We note that some application documents have been revised as a result of the Applicant's responses to the ExA's First Written Questions **[REP1-091]**.

2.5 To put it another way, we are unclear as to whether all of the additional revised application documents and plans are to be formally treated as "responses for Deadline 1" and whether interested and affected parties are required to comment on all revised documents by Deadline 2.

2.6 To be required to do so would involve a significant amount of work and an effective re-consideration and revision of our Clients' Written Representations **[REP1-232]** by Deadline 2, which we do not believe was the intention of the ExA when it set the requirements for Deadline 2. This is especially so given that the Applicant's responses to Written Representations are also required by Deadline 2.

2.8 In light of the above, we have concluded that subject to further clarification and confirmation from the ExA, we are currently not formally required to comment on all the revised application documents submitted by the Applicant in relation to Deadline 1, by Deadline 2. We have therefore only concentrated on the documents listed in red at paragraph 2.3 of this letter, for the purposes of our Clients' submissions in relation to Deadline 2.

2.9 We respectfully request guidance from the ExA as to whether we are correct in our approach, and if not, which of the revised application documents submitted in relation to Deadline 1 Interested Parties and Affected Parties are still required to consider in light of the Rule 17 Letter **[PD-013]**, and by when. We would also like to in the meantime reserve our Clients' position in relation to all the revised application documents submitted in relation to Deadline 1, until after the ExA has confirmed whether the changes being sought are material and are admissible.

3. Applicant's responses to Relevant Representations

3.1 We have considered the Applicant's responses to Relevant Representations (document reference number 7.9.4) **[REP1-160]** ("**Responses to Relevant Representations**"). Where the Applicant has referred to an application document in its response, we have assumed it is referring to the original version of that document and not any revised version submitted by the Applicant in relation to Deadline 1 of the Examination timetable.

3.2 Our Clients' relevant representations are contained in document number reference RR-055, in relation to Little Denmead Farm (our "**Clients' Relevant Representations**"). To be clear, we are aware that Peter and Dawn Carpenter have also submitted relevant representations in their own names relating to other land they own within the Order Limits (contained in document reference number RR-054). Blake Morgan LLP is not instructed in relation to representations contained in document reference RR-054, and the submissions in this letter is not related to RR-54.

3.3 Our Clients' Relevant Representations **[RR-055]** raised a number of issues. The Applicant's Responses to Relevant Representations **[REP1-160]** do not adequately address them. We take each concern in turn below.

3.4 **Amenity (Noise, dust, and vibration):** Our Clients' Relevant Representations **[RR-055]** state that the dust produced by construction traffic will settle on their fields and paddocks, which will prevent grazing. The noise and vibration associated with such traffic and the cooling fans when the Converter Station is operational will have a significant detrimental impact on our Clients' use and enjoyment of Little Denmead Farm, their day-to-day lives, and on their livestock. The Applicant's response to this is wholly inadequate. In section 5.12 of page 5-104 of its Responses to Relevant Representations **[REP1-160]**, the Applicant states "*The noise and vibration assessment can be found in Chapter 24 (Noise and Vibration) of the ES (APP-139)*." The Applicant provides no further response or justification whatsoever to explain how Chapter 24 **[APP-139]** addresses our Clients' concerns, and which specific parts of Chapter 24 are relevant. We have in paragraph 8 of our Client's Written Representations (document reference number REP1-232) made submissions in relation to Chapter 24 of the Environmental Statement. We therefore maintain our Clients' objections in relation to noise, dust, and vibration and

reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted at Deadline 2) in relation to these issues, and comment further at Deadline 3 of the Examination timetable.

3.5 **Business Impact**: Our Clients' Relevant Representations **[RR-055]** highlighted that the freehold interest to over 30 acres of the 52 acre farm covered by plot 1-32 is to be compulsorily acquired. This represents 58% of the farm's landholding. With over 60% of the farm being affected overall by this, and the compulsory acquisition of new permanent access rights (plot 1-51), acquisition of permanent landscaping rights (plots 1-38, 1-69, 1-70, and 1-72), and temporary possession of land (plots 1-57 and 1-71), this will significantly interfere with our Clients' farming activities. The farm's landholding is relatively small compared to neighbouring landowners, and it will therefore have a disproportionate impact on Little Denmead Farm compared to others. There will also be a significant detrimental impact on the remaining parts of the farm as existing fields will be split up, leaving small, irregular shaped paddocks without straight boundaries. This will make it difficult to carry out farming activities as there will be insufficient space for livestock grazing and access will be rendered difficult. There is no other suitable farming land of this size available in the vicinity to replace the land that will be lost. Reducing the farm to just 22 acres means that the farm is unlikely to be able to continue to operate as a viable business. The Applicant has failed to adequately assess the significant harm that the DCO would have on the farm's ability to function, considering only the type of agricultural land that would be lost and failing to consider the effect on the agricultural business that operates on that land. Section 5.12 (on page 5-106) of the Applicant's Responses to Relevant Representations **[REP1-160]** does not provide sufficient justification to address these concerns. The response in section 5.12 makes a general reference to Chapter 17 of the Environmental Statement (Soils and Agricultural Land Use) **[APP-132]**, Appendix 27.3 (Cumulative Effects Assessment Matrix (Stage 1 & 2)) (APP-479) and Appendix 27.4 (Cumulative Effects Assessment Matrix (Stage 3 &4)) (APP-480). The Applicant does not however explain how these documents address our Clients' concerns. The response also states that "*as discussions are ongoing with landowners, no account has been taken of any potential mitigation measures for land holdings so the assessment in the ES presents a worst case for the effects on farm holdings. Paragraph 17.8.1.6 of Chapter 17 states that 'Mitigation relating to the permanent loss of farmable area to the affected farm holdings are matters of private negotiation and therefore cannot be incorporated into this assessment'. Discussions are ongoing with landowners with regards to acquisition in the hope of reaching an agreement with the impacted parties.*" Firstly, the Applicant needs to demonstrate that the public interest outweighs the harm that will be caused by the exercise of such compulsory acquisition powers, and that those powers being sought are proportionate. The harm that will be caused to our Clients is the loss of their business and livelihoods. Such a significant harm should not be relegated to the subject of private negotiations only, without any assessment by the Applicant, or scrutiny by the ExA. In this regard, we submit that the loss of businesses and livelihoods (not only in relation to our Clients but also in general) needs to be formally assessed and considered in the context of the examination into whether the compulsory acquisition powers being sought satisfy the relevant legal and guidance requirements. Secondly, despite what the Applicant states, there has been very little progress (on its part) in private negotiations with our Clients. We therefore maintain our Clients' objections in relation to business impact. Please see paragraphs 4.5.1 and 4.5.4 of this letter for further details of the lack of engagement with our Clients in relation to reaching a voluntary agreement and in relation to the proposals' impacts on our Clients' business.

3.6 **Compulsory Acquisition**: Our Clients' Relevant Representations **[RR-055]** set out arguments as to why we do not believe the compulsory acquisition powers being sought in relation to Little Denmead Farm are necessary and proportionate. Section 5.20 on page 5-111 of the Applicant's Responses to Relevant Representations **[REP1-160]** refers us to the Statement of Reasons (APP-022). However, there is no explanation provided by the Applicant beyond this as to **why** the powers are necessary and proportionate and which parts of the Statement of Reasons they consider relevant to our Clients' concerns in this regard. Our Clients' Written Representations submitted at Deadline 1 (document reference number REP1-232) sets out in full why we do not consider the Statement of Reasons

adequately addresses our Clients' objections in this regard. We therefore maintain our Clients' objections in relation to the necessity and proportionality of the compulsory acquisition powers being sought, and reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted at Deadline 2) in relation to this issue, and comment further at Deadline 3.

3.7 **Landscaping:** Our Clients' Relevant Representations **[RR-055]** state that the Applicant has failed to justify the need for the laydown area/works compound on plot 1-32 to be required on a permanent basis for landscaping, when such landscaping will only consist of grassland rather than as screening, nor provided adequate justification as to why permanent landscaping rights are required in respect hedgerows which prevents our clients from being able to reshape the remaining parts of the farm. Section 5.25 on page 5-118 of the Applicant's Responses to Relevant Representations **[REP1-160]** states that those rights are required as part of the landscaping strategy to assist with the screening of the Converter Station. The areas of land identified for this purpose are considered to be reasonable and only so much as is necessary and aligns with the scale of the project. The Applicant refers us to section 6.1.7 of the Statement of Reasons (APP-022). However, paragraph 6.1.7 does not contain any relevant explanation or justification; it merely states: "*New Landscaping Rights: Rights are sought over the land shown green on the Land Plans for landscaping and ecological measures required in connection with the visual screening of the converter station and at the University of Portsmouth Langstone Campus adjacent to Furze Lane*." To therefore simply state that the rights being sought are required and are reasonable, without any further explanation or evidence to support ***why*** they are required and are reasonable, is insufficient. We therefore maintain our Clients' objections in relation to landscaping and reserve their position. We have made further representations in respect of landscaping in our Clients' Written Representations (REP1-232). We will consider the Applicant's responses to those (which are to be submitted at Deadline 2), and comment further at Deadline 3.

3.8 **Relevant Representations not responded to**: Our Clients' Relevant Representations **[RR-055]** also raised issues relating to access, the proximity of the proposed scheme to the South Downs National Park, why the proposed telecommunications building on plot 1-32 cannot be moved eastwards in order to preserve the paddocks belonging to our Clients, the effect of the proposed scheme on the nature of the area (turning it from an agricultural into an industrial area), and the protection of their human rights. The Applicant's Responses to Relevant Representations **[REP1-160]** do not provide any direct response to these concerns.

4. Applicant's responses to ExQ1

4.1 We have considered the Applicant's responses to ExQ1 (document reference number 7.4.1) **[REP1-091]**.

4.2 We note that in its responses to questions MG1.1.2 (siting of the Converter Station), MG1.1.21 (management under the Outline Landscape and Biodiversity Strategy), CA1.3.12 (Compulsory acquisition of agricultural land), and CA1.3.14 (specific question relating to Little Denmead Farm), the Applicant has made a number of representations concerning its engagement with our Clients. We address those in turn below.

4.3 **MG1.1.2 (siting of the Converter Station):** The Applicant's response refers to ongoing discussions with landowners in relation to the siting of the Converter Station and that it is confident those negotiations can be concluded in advance of the end of the Examination period. Our Clients have never been contacted by the Applicant to specifically discuss these specific issues. Whilst we share the Applicant's hope to conclude negotiations before the end of Examination, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to ***starting*** proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.

4.4 **MG1.1.21 (management under the Outline Landscape and Biodiversity Strategy):** The Applicant states that it is in discussions with a number of landowners in the vicinity of the Converter Station Area to agree the acquisition of land and easements to provide the rights required for the long term management of the land, including hedgerows, to enable the implementation and maintenance of the measures set out in the updated Outline Landscape and Biodiversity Strategy **[REP1-034]**. Again, whilst we share the Applicant's hope to conclude negotiations, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to ***starting*** proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.

4.5 **CA1.3.12:** The ExA asked the Applicant: **"***Why do the Order limits shown on the Land Plans [APP-008] extend to include a large proportion of best and most versatile agricultural land (49% of the agricultural land implicated by the Order)? What would the actual effects on availability and productivity on such land be taking a realistic approach to cable routing and Compulsory Acquisition?*" We note the Applicant does not provide a direct response to this question, but instead addresses a wide range of other issues, from extent of engagement carried out, to noise and vibration. We request that a more specific response be provided by the Applicant. In the meantime, our comments are as follows:

4.5.1 **Engagement:** The Applicant's response mixes up engagement relating to its consultation activities, with initial and cursory engagement it has had to date with our Clients in relation to acquiring Little Denmead Farm by voluntary agreement. The Applicant states it has been in discussions with our Clients since late 2016 to acquire Little Denmead Farm, which included numerous face to face meetings, and that heads of terms offered have been refined, reflecting "increased certainty" in the amount of land over which rights are required. The Applicant also states that its agent has provided regular and detailed updates to our Clients. As a matter of fact, the Applicant's response in these respects is not entirely correct. The Applicant's engagement with our Clients since 2016 has been mainly in relation to its consultation activities and how the proposals have evolved up until submission of the DCO application. The Applicant's engagement has not been focussed on discussing and progressing a voluntary agreement with our Clients in order to avoid the use of compulsory acquisition powers. Our Clients strenuously contend that interactions with them were all one-way conversations by the Applicant, where the Applicant's agents simply told our Clients what the Applicant was proposing on their land at different points in time, what the DCO process involved, and how the proposals were changing. There were no meaningful discussions in relation to acquiring our Clients' land and the rights that the Applicant would need in relation to landscaping if compulsory acquisition powers were to be avoided. Our Clients (and their agents) also deny there were any meaningful discussions about the extent of the landscaping rights being sought through the DCO application. There was a meeting on 21 August 2019 with the Applicant's agents where a passing comment was made by the Applicant's agent in relation to the extent of landscaping rights the Applicant may need, and the possibility of entering into a covenant in relation to Little Denmead Farm where our Clients were not to cut the hedgerows to below a particular height (e.g. 5m). That discussion was never furthered. Mr Peter Carpenter has also confirmed to us that any previous calls he placed directly to the Applicant or its agents were to seek clarification about the detail of the changing nature of the proposals and not to negotiate terms of private agreement in relation to Little Denmead Farm. The Applicant has also never explained to our Clients why through its DCO application it needs to own the freehold interest to the parts of Little Denmead Farm it only proposes to landscape or create the access road on. Each time the scheme proposals changed, a new set of draft Heads of Terms was sent to our Clients, to the point where it became very confusing for our Clients to understand exactly what the Applicant was proposing. Each draft of the Heads of Terms was vastly different to the previous version (i.e. they were not "refined" to reflect "increased certainty", as the Applicant has put it). That is why there are currently 5 different versions of draft Heads of Terms – each one represented a very different iteration

of the pre-application proposals. It is not the case (as the Applicant's response implies) that the same set of Heads of Terms have been negotiated by our Clients since 2016 and that we are now at version 5. To date and despite requests from Blake Morgan LLP, the Applicant has not even sent our Clients a first draft of a private voluntary agreement to consider – given that we are 4 years on since consultation commenced, this illustrates how slow the Applicant has been to properly commence any meaningful voluntary agreement negotiations with our Clients. All efforts by the Applicant to progress draft Heads of Terms and a voluntary agreement have ceased since December 2019. Please see **Schedule 1** to this letter for a full breakdown of engagement by the Applicant with our Clients' agents and with Blake Morgan. The last draft of the Heads of Terms was sent to our Clients nearly a year ago and despite many chasers, an updated version has to date not been issued. We have also tried to encourage the Applicant to not allow negotiations on value to stall progress on agreeing other terms on a draft legal agreement, but there has been no movement on this by the Applicant despite our requests. The Applicant's response that its engagement with our Clients has been "regular" is therefore inaccurate. It is also inaccurate for the Applicant to state that it "*continues to engage with the landowners via their respective agents with the aim of securing a voluntary agreement for the land and land rights required for the Proposed Development*." To this end, we respectfully request that the ExA requires the Applicant to fully and properly engage with our Clients immediately, to start legal agreement negotiations, as per our repeated requests, in order to avoid seeking and using compulsory acquisition powers in relation to Little Denmead Farm.

4.5.2 **Removal of land:** The Applicant states that it has removed land belonging to our Clients from the Order Limits, as a result of representations made by them. It states that change was made to remove the area immediately south of the eastern end of Stoneacre Copse (i.e. north of plot 1-51 in the Land Plans [APP-008]. It is our Clients' understanding that this amendment was made purely as a result of the Applicant's changing proposals, and not as a result of any requests or pressure from our Clients. Discussions with our Clients were very much of the type where most of the time was spent by the Applicant's agent telling them what the Applicant needed, which often changed significantly.

4.5.3 **Nature of compulsory acquisition powers:** The Applicant states that it is now at a stage where the amount of land left within the Order Limits is such that it is not possible to remove any further land without jeopardising the Applicant's ability to construct, operate and maintain the project. To clarify, we are questioning why ***the nature of*** the compulsory acquisition powers being sought are required in relation to Little Denmead Farm. We cannot see how only having landscaping and access rights over the majority of plot 1-32 (which is what we are arguing would be more appropriate) will stop the Applicant from constructing, operating and maintaining the Converter Station, as those rights will provide the Applicant with the powers it needs. We maintain that the Applicant does not need to own the freehold interest to the entirety of plot 1-32. Contrary to what the Applicant states, there is no specific part of the Statement of Reasons **[APP-022]** that provides a proper justification as to why the freehold interest to the entirety of plot 1-32 in particular is required.

4.5.4 **Impact on business:** The Applicants' response covers the impacts on our Clients' farming business. The Applicant states that Little Denmead Farm is not a livestock farm and that only a small number of horses are kept on it. This is incorrect, and demonstrates the Applicant's lack of proper and accurate assessment. The threat of compulsory acquisition changed the way Mr Peter Carpenter farms the holding at Little Denmead Farm. He had every intention to erect modern livestock buildings on the holding, however given that he would only be left with 14 acres of grazing (if the DCO is granted and the compulsory acquisition powers are exercised), Mr Carpenter made the early decision that it would not be economically viable to invest in modern livestock housing as he would not have the land to accompany the new

buildings. It would have put further financial strain on the farming business. At the time he made that decision, he was unsure as to whether a private agreement could be reached, and he felt under pressure to act quickly. The decision was also taken not to purchase replacement beef heifers in 2017, as Mr Carpenter knew it would take up to 5 years for those heifers to produce calves and for the calves to be reared for slaughter. With the threat of the use of compulsory acquisition looming, he had no certainty that he would continue to retain freehold ownership of the land to rear and finish those cattle over the next 5 years. Mr Peter Carpenter has continued to farm on Little Denmead Farm, growing and producing hay from the holding. Little Denmead Farm is a pasture farm and has the buildings and facilities to be used for keeping and grazing cattle, sheep or horses. The farm is fenced, with water being supplied to irrigate the fields. Our Clients therefore strongly disagree with the Applicant's statement that Little Denmead Farm is not a livestock farm.

4.5.5 **Access:** The Applicant states that in relation to rights for our Clients to cross the access road, such rights "can be provided". This is not reflected in the DCO application documents. We would therefore question whether this is actually the Applicant's intention. We would also question why, for example, specific reference is not made in the draft DCO **[APP-019]** to make it clear that the owners of Little Denmead Farm will have rights to cross the new access road to the Converter Station. Also, there is a big difference between stating rights to cross "can" be provided, and that they ***"will"*** be provided. There has been no private agreement with our Clients or any meaningful negotiation as to how to secure such crossing rights privately. The Applicant has not sent our Clients a first draft of any legal agreement to secure any such rights. On the contrary, the rights and powers the Applicant is seeking across Little Denmead Farm through the DCO application will prevent our Clients from crossing the access road, which is contrary to any statements the Applicant may have made to our Clients privately.

4.5.6 The Applicant states that our Clients have also raised concerns in relation to noise, vibration, and dust, but that these are adequately dealt with in the Noise and Vibration Chapter (APP-139) and the Air Quality Chapter (APP-138) of the Environmental Statement. We refer to our Clients' Written Representations (document reference number REP1-232) which provide detailed arguments in relation to this part of the Environmental Statement. We will consider the Applicant's responses to those (which are to be submitted at Deadline 2), and comment further at Deadline 3.

4.6 **CA1.3.14:** The ExA asked the Applicant**: "***The Relevant Representations from Mr and Mrs Carpenter [RR-054] and Little Denmead Farm [RR-055] raise significant objections with regards to Compulsory Acquisition of farmland and the rights for landscaping around the Converter Station. Notwithstanding the response to Relevant Representations required at Deadline 1, please provide detailed justification as to the approach to Compulsory Acquisition with respect these landholdings and respond to the Compulsory Acquisition concerns raised by the landowners, including the concerns of limited consultation and engagement with them despite their land appearing critical to the success of the Proposed Development*." The Applicant's response to this effectively repeats its responses to question CA1.3.12. Without wishing to repeat our comments, we refer to our comments at paragraph 4.5 of this letter.

4.7 With respect to the other responses provided by the Applicant, we will consider those in the context of the Applicant's responses to our Clients' Written Representations that are due to be submitted at Deadline 2, and we will comment further if necessary at Deadline 3. In light of this and the clarifications we have requested at paragraph 1 of this letter, we maintain our Clients' objections and reserve their position in the meantime.

5. **The Compulsory Acquisition Schedule**

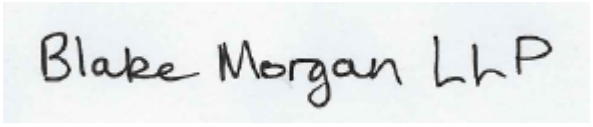
5.1 We have considered the Applicant's Compulsory Acquisition Schedule (document reference number 7.6.1) **[REP1-124]** and the Applicant's Compulsory Acquisition and Temporary Possession Objection Schedule (document reference number 7.6.3) **[REP1-126]**.

5.2 These documents contain statements by the Applicant regarding its engagement with our Clients in relation to private negotiations. We refer to our comments in paragraph 4.5.1 of this letter. We will consider those arguments further in the context of the Applicant's responses to our Clients' Written Representations that are due to be submitted at Deadline 2, and we will comment further if necessary at Deadline 3. In light of this and the clarifications we have requested at paragraph 1 of this letter, we maintain our Clients' objections and reserve their position in the meantime.

6 **Conclusions**

6.1 None of the Applicant's responses that we have reviewed in relation to Deadline 1 of the Examination timetable have properly addressed our Clients' concerns and objections. In light of this, and the need for clarification from the ExA due to the Rule 17 Letter **[PD-013]**, we maintain all our Clients' objections and reserve their right to make further comments at the appropriate times as the Examination progresses.

Yours faithfully



Blake Morgan LLP

SCHEDULE 1

THE APPLICANT'S ENGAGEMENT WITH OUR CLIENTS (OR ITS ADVISORS) IN RESPECT OF A VOLUNTARY AGREEMENT TO PURCHASE LITTLE DENMEAD FARM

DATE	ACTION
13/11/2016	Initial contact by the Applicant's agent with Ian Judd & Partners, requesting a Non Disclosure Agreement.
09/12/2016	Meeting between Ian Judd & Partners and the Applicant's agent to discuss the general principles of the scheme.
09/03/2017	First initial draft Heads of Terms sent to Ian Judd & Partners to reflect scheme being considered.
25/04/2017	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent to discuss the principles of the proposed scheme, possible construction period, ecology, and survey access.
22/06/2017	Agreed Licence to do survey works.
18/12/2017	Second draft Heads of Terms sent to Ian Judd & Partners reflecting different scheme.
04/01/2018	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent to discuss different cable routing options and general principles of the proposed scheme.
06/03/2018	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to the Converter Station and extent of land affected.
28/03/2018	Survey access and licence for Trial Trenches.
10/05/2018	Survey access for breeding birds.
15/09/2018	Third draft Heads of Terms issued reflecting considerable changes in the scheme.
17/10/2018	Further survey access provided .
15/11/2018	Fourth draft of Heads of Terms Version issued. File notes of Ian Judd & Partners reveal the Applicant's agent was not sure of what the Applicant wanted. Terms were considerably different to previous draft Heads of Terms.
29/01/2019	Further survey access.
07/03/2019	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to the latest scheme proposals, timing of possible works, location of works and how the scheme was to develop.
21/08/2019	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to time frames of the DCO application. A passing comment was made in relation to the extent of landscaping rights the Applicant may need, and the possibility of entering into

DATE	ACTION
	a covenant in relation to Little Denmead Farm where our Clients were not to cut the hedgerows to below a particular height (e.g. 5m), but that discussion was never furthered.
21/11/2019	Fifth draft of Heads of Terms issued to Ian Judd & Partners reflecting different scheme proposals.
16/12/2019	Meeting between Ian Judd & Partners and Applicant's agent to discuss the fifth draft Heads of Terms. Discussions broke down when the Applicant's agent refused to disclose how he arrived at certain calculations. Strong disagreement between agents on other terms.
10/03/2020	Confirmation from Applicant's agent to Ian Judd & Partners that he would provide a further breakdown of the fifth draft of the Heads of Terms during the following week.
06/04/2020	Ian Judd & Partners email chaser to Applicant's agent for further breakdown of the fifth draft of the Heads of Terms. No response received.
04/05/2020	Ian Judd & Partners email chaser to Applicant's agent for further breakdown of the fifth draft of the Heads of Terms. No response received.
18/05/2020	Telephone conversation between Ian Judd & Partners and Applicant's agent regarding a breakdown of valuations. No further revised draft Heads of Terms received from the Applicant's agent.
23/06/2020	Assessment sent by Ian Judd & Partners to Applicant's agent on valuations, to progress matters. No response received.
29/06/2020	Ian Judd & Partners email to Applicant's agent chasing for ackowledgement of their email and for responses. No response from Applicant's agent received.
03/07/2020	Ian Judd & Partners email to Applicant's agent chasing for ackowledgement of their email and for responses. No response from Applicant's agent received.
06/07/2020	Applicant's agent confirms receipt of Ian Judd & Partner's email of 29 June 2020. No further information included in response or updates on draft Heads of Terms provided by Applicant's agent.
20/07/2020	Email from Blake Morgan to the Applicant's solicitors requesting virtual meeting to discuss draft Heads of Terms and asking to take forward a draft private agreement.
23/07/2020	Holding response from Applicant's solicitors to Blake Morgan to confirm who would be responding in full.
27/07/2020	Email from Applicant's solicitors to Blake Morgan to advise that the next step in relation to voluntary agreement negotiations is to wait for the Applicant's agent to provide an updated valuations assessment.
12/08/2020	Email from Blake Morgan to Applicant's solicitors chasing for the Applicant's agent's updated assessment.

DATE	ACTION
17/08/2020	Email from Applicant's solicitors to Blake Morgan confirming that the updated valuation assessment will only be finalised after another site visit, and that the Applicant's agent will contact Ian Judd & Partners during the week of 24 August 2020.
20/08/2020	Email from Blake Morgan to the Applicant's solicitors stating that the negotiation of draft Heads of Terms or of a private legal agreement should not be held up by valuation assessments. Email requested a first draft of a legal agreement for Blake Morgan to consider.
10/09/2020	Email from Blake Morgan to the Applicant's solicitors chasing for a first draft of a legal agreement and for the outstanding updated valuation assessment.
21/09/2020	Email from Applicant's solicitors to Blake Morgan confirming that the updated valuation assessment will be provided by 2 October 2020. (The updated assessment has still not been provided, as at 20 October 2020).
28/29 September 2020	Tree surveys carried out on our Clients' land by the Applicant's agents, without any prior notification.
30/09/2020	Applicant's agents carry out a site inspection of Little Denmead Farm.
13/10/2020	Email from Applicant's solicitors chasing for a first draft of a legal agreement and repeating that the legal negotiations should not be held up by valuation matters. No response received from the Applicant's solicitors as at 20 October 2020.

Date: 3 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

Comments on the Applicant's Responses (REP2-014) to the Carpenters' Written Representation (REP1-232)
Submitted in relation to Deadline 3 of the Examination Timetable

BLAKE MORGAN

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 3 (3 NOVEMBER 2020)

COMMENTS ON THE APPLICANT'S RESPONSES (REP2-014) TO THE CARPENTERS' WRITTEN REPRESENTATION (REP1-232)

General comment:

We are disappointed as it appears that the Applicant has not read our Clients' Written Representations **[REP1-232]** in full. The majority of our Clients' arguments have not been responded to. Given that the Converter Station will be located on our Clients' land, will be within 300m of where they live, and that extremely little effort has been made so far by the Applicant to engage in private agreement negotiations with our Clients, the Applicant's lack of responses is of grave concern. Little Denmead Farm is critical to the success of this project and addressing the legitimate concerns of our Clients should be prioritised by the Applicant.

	Argument contained in Carpenter's Written Representation (REP1-232) **(Paragraph Number)**	**AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation**	**BLAKE MORGAN COMMENT**
	LANDSCAPING		
1.	4.7 We note that paragraph 7.4 of the Design and Access Statement (document number 5.5) **[APP-114]** deals with landscaping design principles. The illustrative landscape mitigation plates shown at paragraph 7.4 are far too small to read, even when the reader zooms in electronically. It is too difficult, because of this, to properly assess the impact of the proposed landscaping works and we request that the	The Applicant has failed to respond to this point.	We request that the Applicant addresses this point.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	Promoter either provides larger scale images of the mitigation plates shown in paragraph 7.4 of the Design and Access Statement or confirms whether these plates are available on a much larger scale in another application document.		
	COMPULSORY ACQUISITION		
2.	6.5.1 The footprint of each option for the Converter Station within plot 1-32 covers only 4 hectares. The power to compulsorily permanently acquire the freehold interest on plot 1-32 however covers 12.4023 hectares. We question why the freehold ownership of 8.4023 additional hectares is needed. The Statement of Reasons (document number 4.1) **[APP-022]** contains no specific explanation. Paragraph 6.1.4 of the Statement of Reasons states that the freehold interest in the entirety of plot 1-32 needs to be compulsorily permanently acquired because that is where the Converter Station will be located. That is the only reason provided.	The Applicant has not responded to the specific point in paragraph 6.5.1 of our Clients' Written Representations (REP1-232). The closest relevant response we can identify is: CA1 The Applicant's Proposed Development has been deemed to be Nationally Significant Infrastructure and will be capable of meeting GB energy objectives along with numerous other benefits as set out in the Needs and Benefits Report (APP-115) and the Needs and Benefits Addendum - Rev 001 (REP1-135). Plot 1-32, together with Plots 1-20, 1-23 and 1-29 will accommodate the Converter Station, the Telecommunications Buildings, two	The Applicant has not addressed our specific point. We request that it provides a response. We are fully aware of the facts of what is being proposed on plot 1-32. The Applicant has not provided sufficient reasons or any analysis as to why the alternative compulsory acquisition powers we have suggested will not be appropriate, other than state there are "security and safety" reasons. No further detail is provided as to what these security and safety reasons are. We request that the Applicant be required to explain in full exactly why the alternative powers we propose are not suitable.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		attenuation ponds, the Access Road and significant areas of landscaping. These are shown on the Indicative Landscape Mitigation Plans for Option B(i) (APP-281) and B(ii) (REP1-137). Notwithstanding that any third party rights over these areas would be significantly constrained by the presence of operational assets and landscaping, the Applicant considers it is necessary to acquire the freehold of the entirely of these areas to prevent third party access for safety and security related reasons during the construction and operation of the Proposed Development.	
3.	6.5.2 The remaining land around the Converter Station within plot 1-32 is proposed to be landscaped and will also contain part of the new access road. Paragraph 7.4 of the Design and Access Statement (document number 5.5) **[APP-114]** states "*The design will seek to minimise the loss of existing vegetation of ecological, landscape character and / or screening value as far as practicable and will include management repair measures where appropriate with reference to the indicative landscape mitigation plan*". If the intention is to retain as much of the existing vegetation as possible, there is no reasonable	The Applicant has failed to respond to the specific point in paragraph 6.5.2 of our Clients' Written Representations (REP1-232). The closest relevant response we can identify is CA1, which is set out above.	We request that the Applicant provides a response to our specific point in paragraph 6.5.2 of our Clients' Written Representations **[REP1-232]**. .

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	justification as to why it therefore needs to own the freehold interest of the land on plot 1-32 that will be landscaped.		
4.	6.5.3 & 6.5.4 The Promoter should seek to compulsorily acquire new landscaping rights over the part of plot 1-32 to be landscaped (rather than the freehold). Tables 1.2 to 1.6 within paragraph 1.6 of the Outline Landscape and Biodiversity Strategy (document number 6.10) **[APP-506]** state that landscaping management activities need only be carried once or twice a year. Not only will there be very little requirement for constant landscaping access and maintenance on plot 1-32, but that the Promoter will be requiring local farmers (such as our Clients) to carry out landscaping management responsibilities, including compliance with and enforcing the requirements of the detailed landscaping and biodiversity strategy. There are no provisions within the proposals, strategies or the draft DCO **[APP-019]** to compensate farmers and time they would need to expend to comply. Also, it would be completely unreasonable to expect local farmers such as our Clients to fully interpret, execute, enforce, and pay for detailed technical landscaping and ecological requirements they have had no involvement in formulating. If the Promoter is allowed to pass landscaping responsibilities to local landowners and farmers, there is no reason why it should also have the	The Applicant has failed to respond to the specific points in paragraphs 6.5.3 and 6.5.4 of our Clients' Written Representations **[REP1-232]**. The closest relevant response we can identify is CA1, which is set out above. We note however that the Applicant has responded to representations made on behalf of Michael and Sandra Jeffries and Robin Jeffries in its response CA2 and CA3, which may be relevant to our Clients' representations on the same topic. In responses CA2 and CA3, the Applicant states "*With regards to the comments that 'landscaping management activities need only be carried out once or twice a year' and 'the Outline Landscape and Biodiversity Strategy provides that local farmers would be responsible for implementing parts of the detailed landscaping strategy', the Applicant will undertake landscaping management activities on an as and*	We request that the Applicant provides a response to our specific point.in paragraphs 6.5.3 and 6.5.4 of our Clients' Written Representations **[REP1-232]**, as it is unclear whether it intended its responses to CA2 and CA3 in this respect to also apply to our Clients' land. If it is relevant. We note the updates the Applicant has made to the Outline Landscape and Biodiversity Strategy in REP1-034. Our point that the Applicant should be relying on landscaping rights (rather than compulsory acquisition of the freehold to the entire area of plot 1-32) still stand irrespective of the clarification made in paragraph 1.8.3.2 of REP1-034. This is because: (a) The fact remains that landscaping management activities will only be required once or twice a year. This low frequency means there is no need to own the freehold interest to the part of plot 1-32 that will be landscaped; (b) Most of the proposed landscaping is natural landscaping (as opposed to ornamental) and therefore the idea is to let nature run its course. Therefore there is no need to permanently acquire the freehold when landscaping rights would be more than sufficient;

	Argument contained in Carpenter's Written Representation (REP1-232) **(Paragraph Number)**	**AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation**	**BLAKE MORGAN COMMENT**
	power to permanently compulsorily acquire the freehold interest to the whole of plot 1-32.	*when required basis and Section 1.8.3.2 of the updated Outline Landscape and Biodiversity Strategy (REP1-034) sets out that the Applicant has had discussions with a local farmer who operates an agricultural contracting business and has shown an interest in working with the Applicant as the scheme develops, but not that it will necessarily be the case this person does manage the landscaping. The Applicant will deliver its management and maintenance requirements with suitably qualified and experienced contractors and consultants. The Applicant does not consider this point relevant to the preceding points about compulsory acquisition."*	(c) With regard to the agricultural contracting business that is owned by the farmer the Applicant intends to contract with, to what extent does this business deal with landscaping in a way that other farmers (such as our Clients) cannot deal with? Agricultural contracting businesses can cover a whole manner of activities and may not necessarily specialise in landscaping; (d) Why does the Applicant require the freehold interest to that land in order to allow another farmer to landscape our Clients' farm? The Applicant is in effect taking away our Clients' freehold interest in order to grant a landscaping contract to another farmer. This is illogical. One individual (the local farmer) will ultimately benefit by getting long term business out the Applicant's proposals and our Clients lose their freehold in the process; and (e) Paragraph 1.8.3.3. of the updated Strategy (REP1 – 034) states that "*Access for ongoing landscape management shall either be agreed with the relevant landowner by way of a voluntary agreement, or is otherwise provided for in the rights sought to be acquired via compulsory acquisition as shown on the Land Plan*". If access is to be agreed on a voluntary basis, there is no need for the Applicant to own the freehold interest to parts of plot 1-32 that are to be landscaped; at worst the Applicant should be compulsorily acquiring landscaping rights only.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
5.	6.5.5 If the Promoter instead sought new landscaping rights over the relevant parts of plot 1-32, it would also be protected by Article 23 of the draft DCO (document number 3.1) **[APP-019]**. Article 23 includes a power to impose restrictive covenants in relation to land over which new rights are to be acquired, to prevent operations which may obstruct, interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land and to ensure that access for future maintenance can be facilitated and that land requirements are minimised so far as possible. Therefore our Clients would not be able to build or take any action that would interfere with the Promoter's new landscaping rights. The combined effect of compulsorily acquiring new landscaping rights only over the relevant part of plot 1-32 and Article 23 of the draft DCO is that the Promoter would still be able to execute and maintain its landscaping proposals, and ensure the Converter Station remains adequately visually screened by existing or newly planted vegetation. There is therefore no need for the permanent compulsory acquisition of the freehold interest in the entirety of plot 1-32.	The Applicant has failed to respond to the specific points in paragraph 6.5.5 of our Clients' Written Representations **[REP1-232]**. The closest relevant response we can identify is CA1, which is set out above. We note however that the Applicant has responded to representations made on behalf of Michael and Sandra Jeffries and Robin Jeffries in its response CA2 and CA3, which may be relevant to our Clients' representations on the same topic. In responses CA2 and CA3, the Applicant states*: "Any third party rights over these areas would be significantly constrained by the potential presence of the Converter Station Site (for Option B(i)) and the landscaping which is to be located on this land in the event of either option, meaning access and enjoyment of the land will not be possible (for both options) once the landscaping to be provided in connection with the proposals is in situ. It is therefore not considered that the acquisition of landscaping rights only over these areas (noting that landscaping rights*	We request that the Applicant provides a response to our specific point.in paragraph 6.5.5 of our Clients' Written Representations **[REP1-232]**. If this part of the response to CA2 and CA3 does apply to our Clients as well, it is inadequate. We are arguing that our Clients should have third party rights over the land to be landscaped on plot 1-32. The footprint of the Converter Station only measures 4 hectares whereas the entirely of plot 1-32 measures over 12 hectares. We therefore do not agree that the position of the Converter Station under either option would "significantly constrain" our Clients should they retain the freehold over the relevant part of plot 1-32. The proposed landscaping is mainly based on retaining existing natural landscaping, which our Clients can continue to enjoy and use. Finally, the Applicant provides no explanation of what "security and safety" reasons it is relying on and we request further details be provided in this respect so that we may properly understand the Applicant's position.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		are proposed over existing landscaping rather than landscaping which is to be provided in connection with the Proposed Development) would be appropriate, as the land in its current form would no longer be of practical use save for serving its landscaping function in connection with the Proposed Development. Furthermore, it is necessary to acquire the freehold of the entirely of these areas in much closer proximity to the Converter Station to prevent third party access for safety and security related reasons during the construction and operation of the Proposed Development. "	
6.	6.5.6 Part of the new access road will be located on plot 1-32. If a reason for compulsorily acquiring the freehold to the whole of plot 1-32 is due to this, the Promoter could instead compulsorily acquire new rights of access to this section of the road (which include powers of maintenance). Furthermore, the Promoter would be protected by Article 23 of the draft DCO **[APP-019]** to prevent operations which may obstruct,	The Applicant has failed to respond to the specific points in paragraph 6.5.6 of our Clients' Written Representations **[REP1-232]**. The closest relevant response we can identify is CA1, which is set out above.	We request that the Applicant provides a response to our specific point.in paragraph 6.5.6 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land and to ensure that access for future maintenance can be facilitated and that land requirements are minimised so far as possible.		
7.	6.5.7 The Promoter has failed to demonstrate that the extent of the compulsory acquisition is proportionate, taking only what is required, in relation to the telecommunications building (in plot 1-32). Its proposed location is shown on Sheet 2 of 3 and Sheet 3 of 3 of the Converter Station and Telecommunications Buildings Parameter Plans Combined Options plan (document number 2.6) **[APP-012]**. There is no explanation as to why this building cannot be situated further east towards the woods on plot 1-32, leaving the existing 4 acre paddock intact and outside the area to be permanently compulsorily acquired. There is also no explanation as to why this telecommunications building cannot be located within the Converter Station compound.	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 6.5.7 of our Clients' Written Representations **[REP1-232]**.
8.	6.5.8 Powers of temporary possession are granted over land in relation to which new rights are compulsorily acquired. Paragraph 6.2.4 of the Statement of Reasons (document number 4.1) **[APP-022]** states: "*Where the Applicant is seeking to acquire land or rights over land, the temporary use of such land is also provided for (see Article 30 and 32 of the Order). The reason for seeking*	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 6.5.8 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	temporary use powers over this land also, is that it allows the Applicant to enter onto land for particular construction and maintenance purposes in advance of the vesting of the relevant land/rights. This enables the Applicant to compulsorily acquire the minimum amount of land and rights over land required to construct, operate and maintain the Proposed Development." We would again question the need to compulsorily acquire our Clients' freehold interest in the entirety of plot 1-32 if the Promoter would have powers of temporary possession should it only compulsorily acquire new landscaping rights and new access rights over the majority of plot 1-32.		
9.	6.5.9 Reducing Little Denmead Farm to 22 acres means that the Farm will not be able to continue as a viable business. There is no other suitable farming land of this size available in the vicinity. The Environmental Statement (document number 6.1.17) **[APP-132]** states at paragraph 17.3.6.1 that a likely significant effect of the construction of the Converter Station is that the loss of farmable area would in turn affect the viability of affected farming businesses. Paragraph 17.9 also states that the overall residual effect on agricultural land is assessed as moderate temporary adverse and minor to moderate permanent adverse. The temporary effect on agricultural land is considered significant. Paragraph 17.9.1.3 states that there will be "ten	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 6.5.9 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	farm holdings affected temporarily by the *proposed development, of which five will also be affected permanently. There will be temporary moderate adverse effects on five farm holdings, which is considered significant for each farm, and permanent moderate adverse effects on three farms, also significant for each farm*." The problem with these statements is that it is impossible to know which farms are being referenced, though we would assume that our Clients' farm is one of the three farms that will suffer permanent significant effects. We request the Promoter explains what its assessment of Little Denmead Farm is in this context and reserve our position to make further representations in this regard. At present, the Promoter has failed to adequately assess the significant harm the proposals would have on the ability of our Clients' business to continue, considering only the type of agricultural land that would be lost and failing to consider the effect on the agricultural business that operates on that land.		
10.	6.5.10 The effect of Articles 30 and 32 of the draft DCO (document number 3.1) **[APP-019]** means that a large degree of uncertainty is introduced over land within the Order Limits that our Clients will retain its freehold ownership of (plots 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72). Not knowing whether in practice the Promoter	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 6.5.10 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	could take temporary possession of these plots too will make it impossible for our Clients to plan ahead or to assess how soon they could be to losing their business. The effect of Articles 30 and 32 is not accurately reflected in the Land Plans (document number 2.2) **[APP-008]** or the Book of Reference (document number 4.3) **[APP-024]** and is an important point that could be missed by lay people objecting to this scheme who do not have the benefit of technical advisors to support them. We would request that the relevant Land Plans and that the Book of Reference be amended to make it clearer that many more plots of land are under the threat of temporary possession due to the effect of Articles 30 and 32, so that others can accurately assess the impacts on their interests.		

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
11.	6.7.1 The effect of Article 30(3)(a) of the draft DCO (document number 3.1) **[APP-019]** is that the Promoter could take possession of plot 1-71 (the track) for a maximum of 4 years given that the construction and commissioning works for the Converter Station is estimated to take place between 2021 and 2024. This, to our Clients, would mean that their access would be severely restricted and their business (in whatever form that would remain) would suffer because heavy vehicles would not be able to access the land they will retain. This is a disproportionate interference with our Clients' interests and rights as no exceptions are available for our Clients to make use of, in order to mitigate the severe impacts. We request that amendments are made to the proposals to allow for heavy vehicles and animals to continue to use this track in our Clients' case, and for practical arrangements to be left to be agreed between the Promoter and our Clients	The Applicant responded in Te1 as follows: The Applicant will accommodate access for the movement of the landowner's agricultural vehicles and horses over Plot 1-71 during construction and will discuss this further with the landowner's representatives to attempt to agree a suitable framework within which safe access can be provided. The primary source of access to the landowner's homes is taken from the existing entrance from the public highway located south-west of Little Denmead Farm. As such, the Applicant does not agree the Proposed Development will impact access to their homes. The Applicant will engage with the landowner to agree suitable measures to address access over Plot 1-71 going forward.	Despite the Applicant's promises to reach a private agreement with our Clients, the Applicant has not made any attempt over the past year to do so. Whilst it is encouraging to see there is at least an intention to accommodate access for our Clients over plot 1-71, what evidence would the ExA wish to see that the Applicant is in reality doing what it states it intends to? We have been chasing the Applicant regularly for a private agreement (please see our submissions for Deadline 2) but have been met with silence. Therefore we currently have little faith that the Applicant will actually try to engage with our Clients to reach an agreement on this point. We request that amendments be made to the draft DCO **[REP1-021]** so that express rights are granted to our Clients in this regard.
12.	6.7.2 Requirement 22 (Restoration of land used temporarily for construction) of Schedule 2 to the draft DCO (document number 3.1) **[APP-019]** states that any land within the Order Limits which	The Applicant responded in Te1 as follows:	We have reviewed the Onshore Outline Construction Environmental Management Plan Revision 002 (REP1-087).

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	is used temporarily for construction must be reinstated to its former condition, or such condition as the relevant local planning authority may approve, within 12 months of the completion of the authorised development. Requirement 22, however, does not state how the "former condition" is to be assessed and by whom, nor is there any requirement on the Promoter to agree with the relevant owner of land what the "former condition" is. This may lead to the Promoter having sole discretion in determining what the "former condition" of such land is, to the detriment of our Clients. Even though Article 30(4) of the draft DCO states that restoration needs to be to the "reasonable satisfaction of the owners of land", this in itself does not preclude a situation where there is a dispute over what the land's former condition was and lead to an unsatisfactory outcome for our Clients with delay and disputes. Again, this is a disproportionate interference with our Clients' interests. We request that Requirement 22 be amended to oblige the Promoter to obtain an independent and suitable assessment to establish the baseline condition of the relevant land before temporary possession and use commences.	With regards to the request to amend Requirement 22, the updated Onshore Outline Construction Environmental Management Plan Revision 002 (REP1-087) provides detail of the approach to the assessment to establish the baseline condition of the relevant land before temporary use commences so as to inform the level of restoration required and, as such, it is not necessary to require the Applicant to obtain an independent assessment.	The OOCEMP referred to in the Applicant's response (REP1-087) contains limited reference to restoration provisions. Firstly, any land restoration strategy back to its previous state must account for the restoration of all the natural elements that make up that land. This includes, but is not limited to, flora (including hedgerows and trees), fauna, soil, topography, man-made elements (for example, fencing and paths) and drainage features. We would therefore expect any baseline study to take into account of all landscape and ecological elements to assess each individually and establish how those elements interact and holistically create the landscape character of the area being disturbed. The OOCEMP **[REP1-087]** refers to restoration of a very limited range of such elements, namely some specific species sites (in relation to Solent waders and Brent Geese) and specific habitats (Anmore and Denmead / Kings Pond Meadow). Neither of these are areas that affect our Clients. The only specific landscape element the OOCEMP **[REP1-087]** then addresses is pedological assessments (Appendix 5) via an outline Soil Resources Plan (SRP) which is to inform a detailed SRP. Soil Handling Strategies (SHS) are also to be produced.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
			Whether any of these documents, for which there is no approval mechanism, actually affect our Clients' land is unclear. There is also mention of unclarified "specifications" (Appendix 5 para 1.1.1.5) and "agreed" remedial actions (Appendix 5 para 1.2.2.13), between whom we cannot ascertain, in relation, again, only to certain areas of identified Order Land. The Applicant's Response is therefore inadequate in that it fails to provide detail and fails to address a number of important landscape and ecological elements that we would reasonably expect to be included in a genuine, comprehensive and robust baseline assessment to allow subsequent landscape restoration and reduce the long term impacts on our Clients.
13.	6.8 Exploration of all reasonable alternatives to compulsory acquisition: The table at paragraph 13 of Appendix D to the Statement of Reasons (document number 4.1) describes the Promoter's account of its negotiations with our Clients (please see pages 52 and 53 of the Statement of Reasons (document number 4.1)). Contrary to the Promoter's statements, there has been very little negotiation with our Clients or effort by the Promoter to reach a voluntary arrangement and avoid seeking compulsory acquisition powers. We request that the Promoter be required by the	The Applicant has failed to respond to this point.	We will await the Applicant's comments (to be submitted at Deadline 3) on our Deadline 2 comments, which set out more detail as to why there has not been sufficient private agreement engagement with our Clients.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	Secretary of State to put more effort and time into seeking a voluntary arrangement with our Clients.		
	ACCESS & RIGHTS OF WAY		
14.	7.8 The Promoter proposes to temporarily stop up Footpath 4 and Footpath 16 for the duration of the Converter Station works (2021 – 2024). This, combined with the effect of Article 30(3) (a) of the draft DCO **[APP-019]** which allows the temporary possession of that route for a year longer after completion of those works, means a temporary stopping up over what could be up to 4 years. This would make it near impossible for our Clients to operate a reduced-scale farming and agricultural business, and our Clients could in effect lose their income and livelihood. Paragraph 22.6.5.12 of chapter 22 of the Environmental Statement (document number 6.1.22) **[APP-137]** states this will represent "*a High magnitude of impact on this Medium sensitivity link, resulting in a Moderate adverse effect for users of a temporary and medium-term nature. This effect is considered Significant*". The paragraph goes on to state there is an alternate route via PRoW 19 and 28. In our Clients' case, given their age and health conditions, PRoW 19 and 28 will not be alternate routes due to their distance.	The Applicant responded inTe2 as follows: The Applicant will accommodate access for the movement of the landowner's agricultural vehicles and horses over Plot 1-71 during construction and will discuss this further with the landowner's representatives to attempt to agree a suitable framework within which safe access can be provided.	Despite the Applicant's promises to reach a private agreement with our Clients, the Applicant has not made any attempt over the past year to do so. Whilst it is encouraging to see there is at least an intention to accommodate access for our Clients, what evidence would the ExA wish to see that the Applicant is in reality doing what it states it intends to? We have been chasing the Applicant regularly for a private agreement (please see our submissions for Deadline 2) but have been met with silence. Therefore we currently have little faith that the Applicant will actually try to engage with our Clients to reach an agreement on this point. We request that amendments be made to the draft DCO **[REP1-021]** so that express rights are granted to our Clients in this regard.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
15.	7.9 Whilst Article 13(3) of the draft DCO (document number 3.1) **[APP-019]** states that reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by a temporary stopping up order if there would otherwise be no access, our Clients would not be able to rely on this article in relation to access for its horses or larger vehicles who must use Footpaths 16 and 4.	The Applicant responded in Te2 as follows: The Applicant will accommodate access for the movement of the landowner's agricultural vehicles and horses over Plot 1-71 during construction and will discuss this further with the landowner's representatives to attempt to agree a suitable framework within which safe access can be provided.	Despite the Applicant's promises to reach a private agreement with our Clients, the Applicant has not made any attempt over the past year to do so. Whilst it is encouraging to see there is at least an intention to accommodate access for our Clients, what evidence would the ExA wish to see that the Applicant is in reality doing what it states it intends to? We have been chasing the Applicant regularly for a private agreement (please see our submissions for Deadline 2) but have been met with silence. Therefore we currently have little faith that the Applicant will actually try to engage with our Clients to reach an agreement on this point. We request that amendments be made to the draft DCO **[REP1-021]** so that express rights are granted to our Clients in this regard.
	NOISE & VIBRATION		
16.	8.1 Little Denmead Farm is a key environmental receptor (see page 2-9 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]**. It is also 'R5' in the context of it being a sensitive receptor to noise due to its location being within 300m of the proposed Converter Station (see paragraph 24.4.2.7 of Chapter 24 of the Environmental Statement) **[APP-139]**. What is lacking from Chapter 24 **[APP-139]** is an analysis in layman's terms of what all the different	The Applicant responded in NV1 as follows: An assessment of potential noise and vibration impacts has been undertaken by the Applicant and set out in Chapter 24 (Noise and Vibration) of the 2019 ES (APP-139). The ES Addendum submitted at Deadline 1 (REP1-139) also contains updated and supplementary information in relation to the noise and	The ES Addendum submitted at Deadline 1 (REP1-139) does not contain updated information to address the specific points we have raised. We therefore maintain our objection in this regard and request that the Applicant be asked to respond specifically on the points we raise. Whilst the Applicant refers to some mitigation measures, it does not explain how they will, in the case of Little Denmead Farm, effectively mitigate the noise and vibration impacts feared. Whilst the measures may work for those further afield, would

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	sets of data presented for R5 mean and an explanation as to how the Promoter concluded that overall noise effects from the proposed works and the operation of the Converter Station would be "negligible". Until such information is provided, it is difficult to accept the Promoter's conclusions.	vibration assessment, which is required following consultation with the Local Planning Authorities and updated assumptions for the Onshore Cable Route construction installation rates. A range of embedded mitigation including best practice measures and those specific to individual construction activities have been included in the Proposed Development. For example, 2 m high site hoarding on the perimeter of some construction compounds to assist in minimising noise levels. Additional construction stage mitigation, such as consideration of programme changes to reduce residents' noise exposure, is also specified for some areas of construction where work is being undertaken during sensitive periods and/or very close to sensitive receptors. Mitigation measures are also embedded into the design of the Converter Station to reduce noise levels during its operation. It is acknowledged that significant adverse effects are anticipated in some areas where weekend daytime and limited weekend night-time activities will be necessary during construction of the Proposed	there be any difference to those (like our Clients) who will be living on the doorstep of the Converter Station?

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		Development. However, the out-of-hours working is necessary to minimise traffic impacts resulting from road closures which are required to complete the works. It is not possible for the road closures to be implemented during the day due to predicted significant traffic impacts on the surrounding road network. In addition, the significant adverse effects would only take place during the construction stage and would short-term and temporary in nature. No other significant effects are anticipated relating to noise and vibration of the Proposed Development.	
17.	8.2 Paragraph 3.7.1.3 of Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that the construction works relating to the Converter Station Area is anticipated to take place in 10-hour shifts over six days a week, between 8am and 6pm, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel. This will cause significant noise impacts for our Clients, given their proximity and health issues.	This has not been responded to directly. The Applicant's response at NV2 states: Noise effects on receptors in proximity to the surrounding road network resulting from construction vehicles and redistribution of traffic from road/lane closures during construction has been fully assessed in Chapter 24 (Noise and Vibration) of the 2019 ES (APP-139). The predicted impacts for the construction	We refer to our argument in paragraph 8.1 of the Carpenters' Written Representation **[REP1-232]**. In this, we state that Chapter 24 of the ES **[APP-139]** lacks an analysis in layman's terms of what all the different sets of data presented for receptor R5 (Little Denmead Farm) mean and an explanation as to how the Promoter concluded that overall noise effects from the proposed works and the operation of the Converter Station would be "negligible". At present, Chapter 24 contains a significant amount of technical data, but no explanations as to what that data means and how that translated into the conclusions reached. Until such

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		stage road traffic noise assessment are summarised in Section 24.6.13 of Chapter 24 and the ES concludes that the construction traffic noise effects will not be significant.	information is provided, it is difficult to accept the Promoter's conclusions. We also request that the Applicant explains how it reached the conclusion that there would be no significant effects on Little Denmead Farm where there will be 10-hour construction work shifts over six days a week, between 8am and 6pm, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel, all taking place within 300m of Little Denmead Farm.
18.	8.3 Paragraph 5.3.12.8 of the Planning Statement (document number 5.4) **[APP-108]** states there are 6 *specific surrounding sensitive Receptors within 300 m of construction activities. The ES concludes that no significant Impacts will occur at the Converter Station Area during the Construction Stage noting the distances to the six sensitive Receptors and the temporary nature of the construction works. The implementation of the Onshore Outline CEMP will ensure that Impacts are reduced as far as practicable through the imposition of standard construction working hours and best practice construction methods including screening of works*." Our Clients' residential properties lie within 300m of the construction activities. We question whether a 300m distance was an appropriate maximum distance to measure from and would request the Promoter to explain the	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 8.3 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	basis of selecting this distance. We would not categorise an estimated 3-year construction and commissioning period for the Converter Station as a "temporary" period of time. Being exposed to noise impacts for such a long period of time, especially where there are severe health issues, would cause significant harm. This has not been adequately assessed by the Promoter, and we would request the Promoter to explain what specific noise reduction methods it would apply in relation to our Clients given their circumstances and location.		
19.	8.4 The 'Community Liaison' section of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** states on page 5-52 that "Any noise complaints will be reported to the appointed contractor and immediately investigated, including a review of mitigation measures for the activity that caused the complaint". There is no obligation to then take positive steps to deal with source of the complaint. At the moment it only requires a 'review'. Our Clients' concern is that there is no guarantee from the Promoter that action will be taken and this could therefore expose our Clients to a continuing source of what is to them, unacceptable noise levels, both from a human health perspective but also in terms of the health of their livestock if they are affected by noise too.	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 8.4 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
20.	8.5 Chapter 22 of the Environmental Statement **[APP-137]** states at paragraph 22.4.6.3 that during the peak construction in the Converter Station Area, there would be an estimated 43 two-way HGV movements (86 in total) per day, and an estimated 150 two-way employee car movements (300 in total) per day. It is unclear however whether the analysis in the noise chapter of the Environmental Statement (chapter 24) **[APP-139]** takes this into account. We request the Promoter confirms whether it does and explain what specific noise mitigation measures will be put into place for residents who live directly next to plot 1-32. This is a significant amount of traffic movement and is likely to cause considerable noise disturbance to our Clients.	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 8.5 of our Clients' Written Representations **[REP1-232]**.
	DUST		
21.	9.2 Table 5.2 on page 5-50 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** states that the Converter Station Area is at a medium risk of dust impacts. However, table 23.78 (Summary of the Overall Dust Risk Construction Site Activity) of chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states that in relation to the Lovedean area and the construction of the Converter Station, there is a high risk of dust. We request the Promoter explains	The Applicant responded in AQ1 as follows: This error identified by the respondent was also previous noted by the Applicant and has been corrected in the latest Onshore Outline Construction Environmental Management Plan (REP1-087) submitted at Deadline 1.	The Applicant's concession that the Converter Station Area will be high risk is noted.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	this conflict in risk level and confirms which risk level is correct, and why	The Summary Table of Dust Risk Results Per Onshore Cable Corridor Section on page 5-56 of the updated Onshore Outline Construction Environmental Management Plan **[REP1-087]** now correctly identifies that the Converter Station Area is at a high risk of dust impacts.	
22.	9.3 Paragraph 23.6.8.2 of chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states effects from dust will be temporary and transient and the impacts during construction are assessed as not significant. A construction and commissioning works period between 2021 and 2024 cannot be classed as being "temporary". It is also illogical to conclude that there is a low impact of dust if there is also assessed be a high risk of dust. There will also livestock and horses on our Client's land that would be exposed to a high risk of dust for three years.	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 9.3 of our Clients' Written Representations **[REP1-232]**.
23.	9.4 Chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states that the risk of dust will be effectively mitigated by the measures set out in the Onshore Outline Construction Environmental Management Plan ("Onshore OCEMP") (document number 6.9) **[APP-505]**.	The Applicant responded in AQ2: as follows: The mitigation measures set out in the Onshore Outline Construction Environmental Management Plan (REP1-087) are considered to be sufficient. The general air quality and dust mitigation measures set out in	The revised OCEMP (REP1-087) has not been amended in respect of most the points we make and we therefore request that the Applicant explains in more detail why it considers the measures to be "sufficient". We note that paragraph 5.3.1.1 of the revised OCEMP (REP1-087) now states that "*The following measures ~~may be considered~~ will be taken during construction*

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	Page 5-31 of the Onshore OCEMP **[APP-505]** states certain measures will be used: but we question whether those measures go far enough. We ask how realistic it would be to catch all sources of dust with water sprays on what will be such a large construction site. There are also no details provided of what "precautions" will be taken when transporting materials off-site. Also, air monitoring "may" (not "will be") carried out to check on the effectiveness of the measures taken – i.e. it is not guaranteed that the Promoter will even check and monitor the risk of dust. We request stronger measures are put in place that firmly bind the Promoter, to ensure that the high risk of dust anticipated will actually be mitigated.	Section 5.11 are to be implemented in line with best practice IAQM guidelines and the air quality monitoring is to take place in accordance with the framework set out in Section 7. In accordance with Requirement 15 of the dDCO (REP1-021), no phase of the onshore development may commence until a Construction Environmental Management Plan (include a Dust Management Plan) relating to that phase has been submitted to and approved by the relevant planning authority. The final scope and extent of monitoring and reporting procedures will be approved at that stage and in accordance with Sections 5.11 and 7 of the Onshore Outline Construction Environmental Management Plan.	*works to ensure ecological disturbance is minimised… Water sprays will be used to manage dust and prevent it drifting from the construction site to surrounding areas where sensitive habitats are present*". The amendment from "may be" to "will be" is welcomed. It is disappointing however that the revised OCEMP, on page 5-39, (REP1-087) still states that "*Construction Stage air monitoring **may be** used to check the effectiveness of damping down of the dust on site*." We request the Applicant explains why it does not wish to commit to monitoring the air for construction dust given that the Applicant already accepts that there will be a high risk of dust. We also note that Entry 9 in Table 5.1 of paragraph 5.11.1.1 on page 5-54 of the revised OCEMP (REP1-087) states that in relation to high risk sites (such as this), it is highly recommended as a IAQM mitigation measure to "*Undertake daily on-site and off-site inspection, where receptors (including roads) are nearby, to monitor dust, record inspection results, and make the log available to the local authority when asked …*". We request that in light of this, the Applicant explains why it will not commit to monitoring the air for dust. Whilst requirement 15 of the revised draft DCO **[REP1-021]** does indeed require a detailed environmental management plan, requirement 15(2) states that "(2) *Any construction environmental management plan must be substantially in accordance with the outline construction environmental*

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
			management plan". It is therefore important for there to be a commitment in the revised OCEMP **[REP1-087]** for the air to be monitored in respect of dust and we request that the OCEMP be amended to reflect this.
	AIR QUALITY		
24.	10.2 Paragraphs 16.6.1.9 and 16.6.1.10 of Chapter 16 the Environmental Statement (document number 6.1.16) **[APP-131]** state that air pollution around the Converter Station Area will increase during construction. This would lead to deposition of nitrogen compounds leading to nutrient enrichment of the ancient woodland, and changes in the botanical community to species that favour high nutrient soils. Stoneacre Copse is closer than the two other ancient woodlands in the area at 50m from the Converter Station footprint. However, nitrogen emissions by construction vehicles will be temporary and low level, and would not lead to perceptible changes above background levels (construction stage nitrogen emissions at the Converter Station Area are considered an impact of negligible significance). We have questioned how a three year construction period equates to involving "temporary" emissions from construction vehicles.	The Applicant responded in AQ4 as follows: Since submission, the assessment provided by Chapter 23 (Air Quality) has been revised and expanded, providing newly available detail on air quality changes associated with back-up diesel generators proposed to be located at the Converter Station. Additional modelling at the ancient woodland sites adjacent to the Order Limits at the Converter Station, including Stoneacre Copse, was undertaken for NOX concentrations, nutrient N deposition and N acid deposition. With the new detail available in the updated ES Chapter 23 (REP1-033) to include operational air quality	Please would the Applicant explain what the new details revealed and concluded, and provide a specific response to the points we make in paragraph 10 of our Clients' Written Representations **[REP1-232]**? A tracked changes version of the revised Chapter 23 was not submitted by the Applicant at Deadline 1. Chapter 23 **[REP1-033]** is over 200 pages long and it would be helpful if the Applicant could point us to the relevant sections that have been amended.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		changes as a result of the back-up generators, reconsideration of Operational Stage impacts on ecological features, including Stoneacre Copse, have been undertaken.	
	LAND CONTAMINATION		
25.	11.1 Stoneacre Copse is ancient woodland which lies within and will remain in our Clients' freehold interest and directly adjacent to the Order Limits (it borders and cuts into plot 1-32). Chapter 16 of the Environmental Statement (document number 6.1.16) **[APP-131]** states in paragraph 16.6.1.8 (page 16-63) that in relation to Stoneacre Copse, increases in pollutants such as dust and chemicals in waterborne run-off, could lead to "effects" during the construction stage. The term "effects" is not elaborated on. It states this would be "controlled effectively" by standard measures as part of the Onshore OCEMP **[APP-505]**. This is not the same as avoiding causing contamination, which implies that a degree of contamination will still be caused. Other than the provisions of Article 17(8) in the draft DCO (document number 3.1) **[APP-019]** which prohibit discharges into controlled waters without the relevant	The Applicant responded in GC2 as follows: Following submission of the Application, the assessment provided by Chapter 23 (Air Quality) has been revised and expanded, providing newly available detail on air quality changes associated with back-up diesel generators proposed to be located at the Converter Station. Additional modelling at the ancient woodland sites adjacent to the Order Limits at the Converter Station, including Stoneacre Copse, was also undertaken for NOX concentrations, nutrient N deposition and N acid deposition. With the new detail	Please would the Applicant explain what the new details revealed and concluded, and provide a specific response to the points we make in paragraph 11 of our Clients' Written Representations **[REP1-232]**? A tracked changes version of the revised Chapter 23 was not submitted by the Applicant at Deadline 1. Chapter 23 **[REP1-033]** is over 200 pages long and it would be helpful if the Applicant could point us to the relevant sections that have been amended. Our Clients' points in relation to remediation outside the Order Limits still stand. Section 5.5 of the revised OCEMP (REP1-087 & REP1-088) relates only to measures to prevent pollution of surface water and ground water. There is no section 6.9.2 in the revised OCEMP (REP1-087 & REP1-088).

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	environmental permit, there is no positive and express requirement to remediate the anticipated contamination that could be caused to land outside the Order Limits (such as Stoneacre Copse) where the Environmental Statement expressly identifies (as it does here) known risks of pollution that could be caused to sensitive sites.	available in the updated ES Chapter 23 (REP1-033) to include operational air quality changes as a result of the back-up generators, reconsideration of Operational Stage impacts on ecological features, including Stoneacre Copse, has been undertaken. This is reflected in Table 23.116 of the updated ES Chapter 23 (REP1-033) and Appendix 23.7 (Air Quality Ecological Impacts) (REP1-077). The Applicant also responded in GC3 as follows: Where contamination is identified within the Order Limits this will be remediated under Requirement 13 of the DCO (REP1-021) Mitigation measures will be in place to prevent the mobilisation of contamination during the construction phase within the order limits and therefore contamination spreading to areas outside of the Order Limits is highly unlikely. Mitigation measures are contained in Section 5.5 and Section 6.9.2 of the updated Onshore Outline CEMP (REP1-087 and 088).	

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	ARTIFICIAL LIGHT		
26.	12.3 Requirement 23 of the draft DCO **[APP-019]** allows operational external lighting during "exceptional circumstances". There is no definition of what those "exceptional circumstances" could be. All that is provided in the wording are examples, leaving it completely reliant on the Promoter's subjective and unchecked view as to what is an "exceptional circumstance".	The Applicant responded in Li1 as follows: As set out within Requirement 23 of the dDCO (REP1-021), "exceptional circumstances" included cases of emergency and where urgent maintenance is required.	The Applicant's response does not resolve the issue we have raised. It merely repeats the drafting inadequacies we have objected to. We request the Applicant provides a fuller a more specific response.
27.	12.5 There is also no requirement in the draft DCO **[APP-019]** for the Promoter to submit any form of external lighting strategy for operational purposes in relation to exceptional circumstances (as there is in Requirement 16 in relation to external construction lighting) to the relevant local planning authority so that it can check what the exceptional circumstances could be and to place protections against light pollution for those like our Clients who will live next to the Converter Station.	The Applicant responded at Li2 as follows: The Applicant has provided further information on lighting as part of Deadline 1. Details are provided at Section 5.2.2. of the updated Onshore Outline Construction Environmental Management Plan (REP1-087) and paragraph 5.2.2.1 requires that the appointed contractor will develop a Lighting Scheme for the Construction and Operational Stages of the Converter Station Area. The submission and approval of a Lighting Scheme, as part of the Construction Environmental Management Plan of the Converter Station Area, is	Noted.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		therefore secured by Requirement 15 of the dDCO (REP1-021).	
28.	12.6 We request that the wording of Requirement 23 in the draft DCO **[APP-019]** be amended to require the submission of a lighting strategy to the local planning authority for scrutiny and approval and for a better definition of "exceptional circumstances" to be inserted into the draft DCO or for Requirement 23 to require the lighting strategy to set this out. Without this, we disagree that there would be an insignificant effect of artificial lighting on our Clients.	The Applicant responded at Li2 as follows: The Applicant has provided further information on lighting as part of Deadline 1. Details are provided at Section 5.2.2. of the updated Onshore Outline Construction Environmental Management Plan (REP1-087) and paragraph 5.2.2.1 requires that the appointed contractor will develop a Lighting Scheme for the Construction and Operational Stages of the Converter Station Area. The submission and approval of a Lighting Scheme, as part of the Construction Environmental Management Plan of the Converter Station Area, is therefore secured by Requirement 15 of the dDCO (REP1-021).	Noted.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	HUMAN HEALTH		
29.	13. Due to the concerns raised by our Clients in relation to air, dust, light, noise and vibration, the Promoter's assessment in table 26.19 of chapter 26 of the Environmental Statement (document number 6.1.26) **[APP-141]** that there will be a negligible to minor impact on human health within the Converter Station Area during its construction and operation, is questionable. This is made more acute given the ages of and severe health conditions our Clients suffer from. Chapter 26 of the Environmental Statement states that *the Converter Station Area during operation may result in perceived annoyance and associated adverse effects on psychological health for nearby residents. This may cause anxiety for some residents and could lower levels of quality of life or wellbeing. Overall, it is considered that the residual operational noise from the Converter Station Area will have a permanent, long-term, negligible to minor adverse effect (not significant) on human health receptors (residential receptors in close proximity)*." - We fail to see how a conclusion can be reached that the impacts will be negligible to minor adverse. No explanation has been provided to explain this leap in analysis.	The Applicant has failed to respond to this point.	We request the Applicant responds specifically to our Client's representations in paragraph 13 of their Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	WILDLIFE & CONSERVATION		
30.	14.1 Our Clients have observed a number of species of wildlife on their land within the Order Limits. These include multiple badger sets (at least 5 to 6), foxes, rabbits, barn owls, tawny owls, buzzards, fallow deer, muntjac deer, red kites, and varieties of woodpecker. It is unclear to what extent the assessment in chapter 16 of the Environmental Statement (Onshore Ecology) (document number 6.1.16) **[APP-131]** considers their presence and what account will be taken of them in order to avoid their harm. We note that paragraphs 16.5.1.27 to 16.5.1.31 of chapter 16 discuss the presence of badgers and that the territory of one clan of badgers could not be established. If that is the case, will there be a requirement on the Promoter to conduct another assessment before works begin, to ensure the proper protection of badgers within the Order Limits?	The Applicant's response in Ec1 is as follows: Extensive consideration of the effects on wildlife receptors including habitats, flora, fauna, protected species and designated sites for nature conservation is included in the Chapter 16 (Onshore Ecology) of the ES (APP-131) including an account of comprehensive habitat and species surveys. Chapter 16 (Onshore Ecology) concludes that following implementation of mitigation there are no likely significant effects on biodiversity. Furthermore, the HRA (APP-491) assesses impacts on European designated sites including Special Protection Areas (SPAs) and Special Areas for Conservation (SACs). The HRA concludes that there are no adverse effects on site integrity from the Proposed Development.	Our questions related to the extent of assessment and asked if there was to be a further assessment of badgers to identify the presence and extent of a clan. The response does not answer this but refers to the implementation of mitigation resulting in no likely significant effects on biodiversity occurring (set out in document APP-131). In the absence of such re-assessment it is unclear how such a conclusion as to the effectiveness of mitigation can be reached in relation to badgers. The Applicant's Response in relation to the HRA (APP-491) is not relevant to our Clients' Written Representation **[REP1-232]** and the document only refers to badgers generically, twice. The Applicant's Response also refers to the updated Chapter 16 (REP1-139) and the updated HRA (REP1-081). Neither document substantively addresses the point raised about the re-assessment of badgers. The Applicant's comment in relation to Requirement 22 of the dDCO (REP1-021) is irrelevant to the Written Representation **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		Updates to Chapter 16 (Onshore Ecology) are provided in the ES Addendum (submitted at Deadline 1) (REP1-139) including in relation to impacts on Chichester and Langstone Harbours SPA. The HRA has also been subject to an update (REP1-081) including the assessment of Ramsar sites and additional information in the assessment of Chichester and Langstone Harbours SPA and Portsmouth Harbour SPA which again concludes that there would be no adverse effects on site integrity as a result of the Proposed Development. The Applicant's response in Ec6 is as follows: Requirement 22 of the dDCO (REP1-021) ensures that the undertaker must confirm to the planning authorities the date of the completion of the construction and any land within the Order limits which is used temporarily for construction of the authorised development must be reinstated to its former condition, or such condition as the relevant local planning authority may approve, within not more than	

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		twelve months of the date of the completion of the construction works.	
31.	14.2 Paragraph 16.6.1.1 of chapter 16 of the Environmental Statement **[APP-131]** states there will be a loss of important species caused by the construction of the Converter Station, but that the Promoter will rely on re-landscaping and re-planting to enhance biodiversity. The issue is the time it would take to restore the loss of important species; that assessment does not appear to have been carried out. We request the Promoter explains how it has factored in the amount of time it would take to restore the loss of important species	The Applicant responded at Ec6 as follows: Requirement 22 of the dDCO (REP1-021) ensures that the undertaker must confirm to the planning authorities the date of the completion of the construction and any land within the Order limits which is used temporarily for construction of the authorised development must be reinstated to its former condition, or such condition as the relevant local planning authority may approve, within not more than twelve months of the date of the completion of the construction works.	This response does not address the point we make. The response provided refers only to the carrying out of reinstatement work to land to restore its former condition, which may not be the same thing as actually restoring the land to its former condition. Would the Applicant please clarify whether it is confirming it will take 12 months to ***restore the loss of important species***? If so, would Requirement 22 of the dDCO (REP1-021) be amended to make it clear that the 12-month period includes the restoration of the loss of important species?
	HEDGEROWS		
32.	15.4 Chapter 16 of the Environmental Statement (paragraphs 16.6.1.13 to 16.6.1.15) (document number 6.1.16) **[APP-131]** state that the direct impacts of construction of the Converter Station will lead to the permanent loss of 410m of species-rich hedgerow within Section 1 (the Converter Station area, which covers most of our Clients' land within plot 1-32). They also state that	The Applicant's response is as follows: Impacts on biodiversity features from the Proposed Development are presented in Chapter 16 (Onshore Ecology) of the 2019 ES (APP-131). Where potential effects on biodiversity	The Written Representation **[REP1-232]** raises concern about the length of time landscaping and hedgerows will take to mature and that in the absence of explanation or assessment of such timeframes a conclusion of low magnitude impact on species affected by hedgerow removal is unjustified.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	this would will lead to the temporary loss and fragmentation of habitats. Whilst embedded mitigation and proposed landscaping will offset ecological effects "*there will be a period following the completion of construction and landscaping where planting will be immature and will need time to grow-in. During this time habitat would be of a lower quality to that lost, an adverse impact of low magnitude, minor effects that are not significant*." There is no reference to how long a period it would take for the new planting to grow in order to provide an increase in the overall long term area of habitat. No explanation or assessment is provided. To that end, it is difficult to accept that there will be a low magnitude of impact on species affected by hedgerow removal. We do not consider that a proper assessment and conclusion have been carried out and reached in this regard.	features have been identified, avoidance and mitigation measures have been proposed to address them. The Applicant has carried out a review of trees to identify those which may be affected and confirmation of those which are not. This review has extended to any trees within designated conservation areas and a suitable plan and schedule of trees provided and the results are presented in the updated Tree Constraints Plans (REP1-010) and Tree Survey Schedule REP1-101 submitted at Deadline 1. The Applicant has committed to habitat creation through the updated Outline Landscape and Biodiversity Strategy (REP1-034) (submitted at Deadline 1) which will be implemented as part of construction of the Proposed Development. The Outline Landscape and Biodiversity Strategy sets out the measures that will mitigate the effects and enhance the value of landscape and biodiversity features, and is to be secured by Requirement 9 of the dDCO (REP1-021). The proposed mitigation measures include requiring prompt reinstatement of temporary	The Applicant's Response refers to the original Chapter 16 (Onshore Ecology) document (APP-131) from which our query was borne and goes on to refer to Tree Constraints Plans (REP1-010) and a Tree Survey Schedule (REP1-101) neither of which address the query. The response also refers to an updated Outline Landscape and Biodiversity Strategy (REP1-034) setting out the measures to be implemented but, again, does not address the concern as to the amount of time for landscaping to reach maturity and the consequential impact of that upon species diversity and quantum. Reference to paragraph 1.5.1.4 is irrelevant to the concern. Reference is also made to the Biodiversity Position Paper (REP1-138) which, again, fails to address our Clients' Written Representation **[REP1-232]** because it deals with the conservation and enhancement of existing biodiversity and not the time to maturity of new landscaping and hedgerows and its effect on species. Requirement 22 of the dDCO (REP1-021) to reinstate habitats within 12 months again also fails to address the point of time to maturity and the consequential impact that has on the magnitude of impact on species.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		construction areas (including trenches, laydown and construction (including haul road) corridor) on completion of the cable route installation as soon as practicable after sections of work are complete. Reinstatement would involve the careful handling of soils and a return to the existing habitat type. Mitigation planting will take place to replace hedgerows and trees lost following completion of the construction works (see the General Landscape & Visual Mitigation measures set out at paragraph 1.5.1.4 of the updated OLBS). The Applicant's position with regard to the proposed biodiversity enhancements is also explained in detailed in the Biodiversity Position Paper (REP1-138) which was submitted at Deadline 1. The Position Paper shows how the Proposed Development has taken opportunities to conserve and enhance biodiversity in line with National Planning Policy. Finally, as set out above, habitats lost during the construction stage would be reinstated within 12 months	

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		following completion of the works, as secured by Requirement 22 of the dDCO (REP1-021).	
	DECOMMISSIONING		
33.	16.1 With regard to which option will be selected for the Converter Station, Requirement 4 of Schedule 2 of the draft DCO **[APP-019]** does not state to who the Promoter needs to provide its confirmation, and whether the confirmation needs to be in writing. We requested that the wording of Requirement 4 be amended in this regard.	The Applicant has failed to respond to this point.	We note that Requirement 4 of the updated draft DCO submitted at Deadline 1 (document reference REP1-022) has been amended to address our comment.
34.	16.2 The draft DCO **[APP-019]** does not contain any provisions, requirements or controls over how decommissioning will be carried out and how its impacts will be controlled or avoided. This is a material omission. Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that the Promoter is applying for consent for the proposed scheme for an indefinite period, but that "If *the Proposed Development and associated equipment is deemed to have reached the end of its design life, then the equipment may be decommissioned in an appropriate manner, and all materials reused and recycled where possible*." Firstly, would the Secretary of State accept that the design life of the proposed scheme could last forever? That appears to be the Promoter's starting	The Applicant responded at OI1 as follows: As set out at paragraph 3.6.5.16. of Chapter 3 (Description of the Proposed Development) of the 2019 ES (APP-118), the Applicant is seeking consent for installation of the Proposed Development for an indefinite period. The Converter Station will be designed, manufactured and installed for a minimum service life of 40 years. Major items of equipment (e.g. transformers, circuit breakers, reactors) are designed to meet the	If the onshore design life is 40 years, the Applicant accepts that decommissioning will be required, but only goes as far as stating that it will be done in "the appropriate manner". How is that to be judged? How will it be controlled? Who will decide its impacts? These questions have not been answered and we therefore maintain our objection in this regard. A large number of DCOs granted for energy projects contain requirements relating to decommissioning. These include the Richborough Connection Project, the Brechfa Forest Connection Project, the Triton Knoll Electrical System Project, West Burton C Power Station, Riverside Energy Park, Norfolk Vanguard Project, Drax Re-power Project, Abergelli Power Project, Mill Brook Power Project, Ferrybridge

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	point, and that the expiry of the design life and a need to decommission are only a "maybe". No explanation or evidence is provided as to why that is the case, as consent is apparently being sought on the basis that the physical structure of this scheme will last forever, requiring no further analysis of the need to decommission as part of the application documents. This approach would set a dangerous precedent if accepted. As to what the "appropriate manner" of decommissioning may be, there is again no further detail. There is not enough information in the Environmental Statement to demonstrate that the Promoter has properly assessed the possible impacts of decommissioning. We therefore request that at the very least, a suitable Requirement is inserted into the draft DCO requiring the Promoter to submit to the local planning authority for approval a full decommissioning strategy before it commences any decommissioning, setting out a decommissioning programme, a full assessment of its impacts, and a plan for the mitigation of those impacts.	lifetime of the Proposed Development and should remain operational for their design life subject to regular maintenance, inspection and availability of spare parts. If the Proposed Development and associated equipment is deemed to have reached the end of its design life, then the equipment may be decommissioned in an appropriate manner, and all materials reused and recycled where possible. Decommissioning activities for the marine elements of the Proposed Development would be determined by the relevant legislation and guidance available at the time of decommissioning in line with the options and principles included in Appendix 3.4 (Additional Supporting Information for Marine Works (APP-358)). In addition, a decommissioning plan will be developed and agreed with The Crown Estate. Therefore, development consent for decommissioning is not sought as part of the application and the Applicant does not consider that a Requirement securing a	Multifuel 2 (FM2) Power Station, and Hinkley Point C Connection Project. Please would the Applicant explain why its case is so different?

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		decommissioning strategy is necessary.	

Blake Morgan LLP

3 November 2020

Submitted in relation to Deadline 3

Date: 3 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

Comments on the Applicant's Responses (REP2-014) to the Carpenters' Written Representation (REP1-232)
Submitted in relation to Deadline 3 of the Examination Timetable

BLAKE MORGAN

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 3 (3 NOVEMBER 2020)

COMMENTS ON THE APPLICANT'S RESPONSES (REP2-014) TO THE CARPENTERS' WRITTEN REPRESENTATION (REP1-232)

General comment:

We are disappointed as it appears that the Applicant has not read our Clients' Written Representations **[REP1-232]** in full. The majority of our Clients' arguments have not been responded to. Given that the Converter Station will be located on our Clients' land, will be within 300m of where they live, and that extremely little effort has been made so far by the Applicant to engage in private agreement negotiations with our Clients, the Applicant's lack of responses is of grave concern. Little Denmead Farm is critical to the success of this project and addressing the legitimate concerns of our Clients should be prioritised by the Applicant.

	Argument contained in Carpenter's Written Representation (REP1-232) **(Paragraph Number)**	**AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation**	**BLAKE MORGAN COMMENT**
	LANDSCAPING		
1.	4.7 We note that paragraph 7.4 of the Design and Access Statement (document number 5.5) **[APP-114]** deals with landscaping design principles. The illustrative landscape mitigation plates shown at paragraph 7.4 are far too small to read, even when the reader zooms in electronically. It is too difficult, because of this, to properly assess the impact of the proposed landscaping works and we request that the	The Applicant has failed to respond to this point.	We request that the Applicant addresses this point.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	Promoter either provides larger scale images of the mitigation plates shown in paragraph 7.4 of the Design and Access Statement or confirms whether these plates are available on a much larger scale in another application document.		
	COMPULSORY ACQUISITION		
2.	6.5.1 The footprint of each option for the Converter Station within plot 1-32 covers only 4 hectares. The power to compulsorily permanently acquire the freehold interest on plot 1-32 however covers 12.4023 hectares. We question why the freehold ownership of 8.4023 additional hectares is needed. The Statement of Reasons (document number 4.1) **[APP-022]** contains no specific explanation. Paragraph 6.1.4 of the Statement of Reasons states that the freehold interest in the entirety of plot 1-32 needs to be compulsorily permanently acquired because that is where the Converter Station will be located. That is the only reason provided.	The Applicant has not responded to the specific point in paragraph 6.5.1 of our Clients' Written Representations (REP1-232). The closest relevant response we can identify is: CA1 The Applicant's Proposed Development has been deemed to be Nationally Significant Infrastructure and will be capable of meeting GB energy objectives along with numerous other benefits as set out in the Needs and Benefits Report (APP-115) and the Needs and Benefits Addendum - Rev 001 (REP1-135). Plot 1-32, together with Plots 1-20, 1-23 and 1-29 will accommodate the Converter Station, the Telecommunications Buildings, two	The Applicant has not addressed our specific point. We request that it provides a response. We are fully aware of the facts of what is being proposed on plot 1-32. The Applicant has not provided sufficient reasons or any analysis as to why the alternative compulsory acquisition powers we have suggested will not be appropriate, other than state there are "security and safety" reasons. No further detail is provided as to what these security and safety reasons are. We request that the Applicant be required to explain in full exactly why the alternative powers we propose are not suitable.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		attenuation ponds, the Access Road and significant areas of landscaping. These are shown on the Indicative Landscape Mitigation Plans for Option B(i) (APP-281) and B(ii) (REP1-137). Notwithstanding that any third party rights over these areas would be significantly constrained by the presence of operational assets and landscaping, the Applicant considers it is necessary to acquire the freehold of the entirely of these areas to prevent third party access for safety and security related reasons during the construction and operation of the Proposed Development.	
3.	6.5.2 The remaining land around the Converter Station within plot 1-32 is proposed to be landscaped and will also contain part of the new access road. Paragraph 7.4 of the Design and Access Statement (document number 5.5) **[APP-114]** states "*The design will seek to minimise the loss of existing vegetation of ecological, landscape character and / or screening value as far as practicable and will include management repair measures where appropriate with reference to the indicative landscape mitigation plan*". If the intention is to retain as much of the existing vegetation as possible, there is no reasonable	The Applicant has failed to respond to the specific point in paragraph 6.5.2 of our Clients' Written Representations (REP1-232). The closest relevant response we can identify is CA1, which is set out above.	We request that the Applicant provides a response to our specific point in paragraph 6.5.2 of our Clients' Written Representations **[REP1-232]**. .

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	justification as to why it therefore needs to own the freehold interest of the land on plot 1-32 that will be landscaped.		
4.	6.5.3 & 6.5.4 The Promoter should seek to compulsorily acquire new landscaping rights over the part of plot 1-32 to be landscaped (rather than the freehold). Tables 1.2 to 1.6 within paragraph 1.6 of the Outline Landscape and Biodiversity Strategy (document number 6.10) **[APP-506]** state that landscaping management activities need only be carried once or twice a year. Not only will there be very little requirement for constant landscaping access and maintenance on plot 1-32, but that the Promoter will be requiring local farmers (such as our Clients) to carry out landscaping management responsibilities, including compliance with and enforcing the requirements of the detailed landscaping and biodiversity strategy. There are no provisions within the proposals, strategies or the draft DCO **[APP-019]** to compensate farmers and time they would need to expend to comply. Also, it would be completely unreasonable to expect local farmers such as our Clients to fully interpret, execute, enforce, and pay for detailed technical landscaping and ecological requirements they have had no involvement in formulating. If the Promoter is allowed to pass landscaping responsibilities to local landowners and farmers, there is no reason why it should also have the	The Applicant has failed to respond to the specific points in paragraphs 6.5.3 and 6.5.4 of our Clients' Written Representations **[REP1-232]**. The closest relevant response we can identify is CA1, which is set out above. We note however that the Applicant has responded to representations made on behalf of Michael and Sandra Jeffries and Robin Jeffries in its response CA2 and CA3, which may be relevant to our Clients' representations on the same topic. In responses CA2 and CA3, the Applicant states "*With regards to the comments that 'landscaping management activities need only be carried out once or twice a year' and 'the Outline Landscape and Biodiversity Strategy provides that local farmers would be responsible for implementing parts of the detailed landscaping strategy', the Applicant will undertake landscaping management activities on an as and*	We request that the Applicant provides a response to our specific point.in paragraphs 6.5.3 and 6.5.4 of our Clients' Written Representations **[REP1-232]**, as it is unclear whether it intended its responses to CA2 and CA3 in this respect to also apply to our Clients' land. If it is relevant. We note the updates the Applicant has made to the Outline Landscape and Biodiversity Strategy in REP1-034. Our point that the Applicant should be relying on landscaping rights (rather than compulsory acquisition of the freehold to the entire area of plot 1-32) still stand irrespective of the clarification made in paragraph 1.8.3.2 of REP1-034. This is because: (a) The fact remains that landscaping management activities will only be required once or twice a year. This low frequency means there is no need to own the freehold interest to the part of plot 1-32 that will be landscaped; (b) Most of the proposed landscaping is natural landscaping (as opposed to ornamental) and therefore the idea is to let nature run its course. Therefore there is no need to permanently acquire the freehold when landscaping rights would be more than sufficient;

	Argument contained in Carpenter's Written Representation (REP1-232) **(Paragraph Number)**	**AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation**	**BLAKE MORGAN COMMENT**
	power to permanently compulsorily acquire the freehold interest to the whole of plot 1-32.	*when required basis and Section 1.8.3.2 of the updated Outline Landscape and Biodiversity Strategy (REP1-034) sets out that the Applicant has had discussions with a local farmer who operates an agricultural contracting business and has shown an interest in working with the Applicant as the scheme develops, but not that it will necessarily be the case this person does manage the landscaping. The Applicant will deliver its management and maintenance requirements with suitably qualified and experienced contractors and consultants. The Applicant does not consider this point relevant to the preceding points about compulsory acquisition."*	(c) With regard to the agricultural contracting business that is owned by the farmer the Applicant intends to contract with, to what extent does this business deal with landscaping in a way that other farmers (such as our Clients) cannot deal with? Agricultural contracting businesses can cover a whole manner of activities and may not necessarily specialise in landscaping; (d) Why does the Applicant require the freehold interest to that land in order to allow another farmer to landscape our Clients' farm? The Applicant is in effect taking away our Clients' freehold interest in order to grant a landscaping contract to another farmer. This is illogical. One individual (the local farmer) will ultimately benefit by getting long term business out the Applicant's proposals and our Clients lose their freehold in the process; and (e) Paragraph 1.8.3.3. of the updated Strategy (REP1 – 034) states that "*Access for ongoing landscape management shall either be agreed with the relevant landowner by way of a voluntary agreement, or is otherwise provided for in the rights sought to be acquired via compulsory acquisition as shown on the Land Plan*". If access is to be agreed on a voluntary basis, there is no need for the Applicant to own the freehold interest to parts of plot 1-32 that are to be landscaped; at worst the Applicant should be compulsorily acquiring landscaping rights only.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
5.	6.5.5 If the Promoter instead sought new landscaping rights over the relevant parts of plot 1-32, it would also be protected by Article 23 of the draft DCO (document number 3.1) **[APP-019]**. Article 23 includes a power to impose restrictive covenants in relation to land over which new rights are to be acquired, to prevent operations which may obstruct, interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land and to ensure that access for future maintenance can be facilitated and that land requirements are minimised so far as possible. Therefore our Clients would not be able to build or take any action that would interfere with the Promoter's new landscaping rights. The combined effect of compulsorily acquiring new landscaping rights only over the relevant part of plot 1-32 and Article 23 of the draft DCO is that the Promoter would still be able to execute and maintain its landscaping proposals, and ensure the Converter Station remains adequately visually screened by existing or newly planted vegetation. There is therefore no need for the permanent compulsory acquisition of the freehold interest in the entirety of plot 1-32.	The Applicant has failed to respond to the specific points in paragraph 6.5.5 of our Clients' Written Representations **[REP1-232]**. The closest relevant response we can identify is CA1, which is set out above. We note however that the Applicant has responded to representations made on behalf of Michael and Sandra Jeffries and Robin Jeffries in its response CA2 and CA3, which may be relevant to our Clients' representations on the same topic. In responses CA2 and CA3, the Applicant states*: "Any third party rights over these areas would be significantly constrained by the potential presence of the Converter Station Site (for Option B(i)) and the landscaping which is to be located on this land in the event of either option, meaning access and enjoyment of the land will not be possible (for both options) once the landscaping to be provided in connection with the proposals is in situ. It is therefore not considered that the acquisition of landscaping rights only over these areas (noting that landscaping rights*	We request that the Applicant provides a response to our specific point.in paragraph 6.5.5 of our Clients' Written Representations **[REP1-232]**. If this part of the response to CA2 and CA3 does apply to our Clients as well, it is inadequate. We are arguing that our Clients should have third party rights over the land to be landscaped on plot 1-32. The footprint of the Converter Station only measures 4 hectares whereas the entirely of plot 1-32 measures over 12 hectares. We therefore do not agree that the position of the Converter Station under either option would "significantly constrain" our Clients should they retain the freehold over the relevant part of plot 1-32. The proposed landscaping is mainly based on retaining existing natural landscaping, which our Clients can continue to enjoy and use. Finally, the Applicant provides no explanation of what "security and safety" reasons it is relying on and we request further details be provided in this respect so that we may properly understand the Applicant's position.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		are proposed over existing landscaping rather than landscaping which is to be provided in connection with the Proposed Development) would be appropriate, as the land in its current form would no longer be of practical use save for serving its landscaping function in connection with the Proposed Development. Furthermore, it is necessary to acquire the freehold of the entirely of these areas in much closer proximity to the Converter Station to prevent third party access for safety and security related reasons during the construction and operation of the Proposed Development. "	
6.	6.5.6 Part of the new access road will be located on plot 1-32. If a reason for compulsorily acquiring the freehold to the whole of plot 1-32 is due to this, the Promoter could instead compulsorily acquire new rights of access to this section of the road (which include powers of maintenance). Furthermore, the Promoter would be protected by Article 23 of the draft DCO **[APP-019]** to prevent operations which may obstruct,	The Applicant has failed to respond to the specific points in paragraph 6.5.6 of our Clients' Written Representations **[REP1-232]**. The closest relevant response we can identify is CA1, which is set out above.	We request that the Applicant provides a response to our specific point.in paragraph 6.5.6 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land and to ensure that access for future maintenance can be facilitated and that land requirements are minimised so far as possible.		
7.	6.5.7 The Promoter has failed to demonstrate that the extent of the compulsory acquisition is proportionate, taking only what is required, in relation to the telecommunications building (in plot 1-32). Its proposed location is shown on Sheet 2 of 3 and Sheet 3 of 3 of the Converter Station and Telecommunications Buildings Parameter Plans Combined Options plan (document number 2.6) **[APP-012]**. There is no explanation as to why this building cannot be situated further east towards the woods on plot 1-32, leaving the existing 4 acre paddock intact and outside the area to be permanently compulsorily acquired. There is also no explanation as to why this telecommunications building cannot be located within the Converter Station compound.	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 6.5.7 of our Clients' Written Representations **[REP1-232]**.
8.	6.5.8 Powers of temporary possession are granted over land in relation to which new rights are compulsorily acquired. Paragraph 6.2.4 of the Statement of Reasons (document number 4.1) **[APP-022]** states: "*Where the Applicant is seeking to acquire land or rights over land, the temporary use of such land is also provided for (see Article 30 and 32 of the Order). The reason for seeking*	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 6.5.8 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	temporary use powers over this land also, is that it allows the Applicant to enter onto land for particular construction and maintenance purposes in advance of the vesting of the relevant land/rights. This enables the Applicant to compulsorily acquire the minimum amount of land and rights over land required to construct, operate and maintain the Proposed Development." We would again question the need to compulsorily acquire our Clients' freehold interest in the entirety of plot 1-32 if the Promoter would have powers of temporary possession should it only compulsorily acquire new landscaping rights and new access rights over the majority of plot 1-32.		
9.	6.5.9 Reducing Little Denmead Farm to 22 acres means that the Farm will not be able to continue as a viable business. There is no other suitable farming land of this size available in the vicinity. The Environmental Statement (document number 6.1.17) **[APP-132]** states at paragraph 17.3.6.1 that a likely significant effect of the construction of the Converter Station is that the loss of farmable area would in turn affect the viability of affected farming businesses. Paragraph 17.9 also states that the overall residual effect on agricultural land is assessed as moderate temporary adverse and minor to moderate permanent adverse. The temporary effect on agricultural land is considered significant. Paragraph 17.9.1.3 states that there will be "ten	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 6.5.9 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	farm holdings affected temporarily by the *proposed development, of which five will also be affected permanently. There will be temporary moderate adverse effects on five farm holdings, which is considered significant for each farm, and permanent moderate adverse effects on three farms, also significant for each farm*." The problem with these statements is that it is impossible to know which farms are being referenced, though we would assume that our Clients' farm is one of the three farms that will suffer permanent significant effects. We request the Promoter explains what its assessment of Little Denmead Farm is in this context and reserve our position to make further representations in this regard. At present, the Promoter has failed to adequately assess the significant harm the proposals would have on the ability of our Clients' business to continue, considering only the type of agricultural land that would be lost and failing to consider the effect on the agricultural business that operates on that land.		
10.	6.5.10 The effect of Articles 30 and 32 of the draft DCO (document number 3.1) **[APP-019]** means that a large degree of uncertainty is introduced over land within the Order Limits that our Clients will retain its freehold ownership of (plots 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72). Not knowing whether in practice the Promoter	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 6.5.10 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	could take temporary possession of these plots too will make it impossible for our Clients to plan ahead or to assess how soon they could be to losing their business. The effect of Articles 30 and 32 is not accurately reflected in the Land Plans (document number 2.2) **[APP-008]** or the Book of Reference (document number 4.3) **[APP-024]** and is an important point that could be missed by lay people objecting to this scheme who do not have the benefit of technical advisors to support them. We would request that the relevant Land Plans and that the Book of Reference be amended to make it clearer that many more plots of land are under the threat of temporary possession due to the effect of Articles 30 and 32, so that others can accurately assess the impacts on their interests.		

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
11.	6.7.1 The effect of Article 30(3)(a) of the draft DCO (document number 3.1) **[APP-019]** is that the Promoter could take possession of plot 1-71 (the track) for a maximum of 4 years given that the construction and commissioning works for the Converter Station is estimated to take place between 2021 and 2024. This, to our Clients, would mean that their access would be severely restricted and their business (in whatever form that would remain) would suffer because heavy vehicles would not be able to access the land they will retain. This is a disproportionate interference with our Clients' interests and rights as no exceptions are available for our Clients to make use of, in order to mitigate the severe impacts. We request that amendments are made to the proposals to allow for heavy vehicles and animals to continue to use this track in our Clients' case, and for practical arrangements to be left to be agreed between the Promoter and our Clients	The Applicant responded in Te1 as follows: The Applicant will accommodate access for the movement of the landowner's agricultural vehicles and horses over Plot 1-71 during construction and will discuss this further with the landowner's representatives to attempt to agree a suitable framework within which safe access can be provided. The primary source of access to the landowner's homes is taken from the existing entrance from the public highway located south-west of Little Denmead Farm. As such, the Applicant does not agree the Proposed Development will impact access to their homes. The Applicant will engage with the landowner to agree suitable measures to address access over Plot 1-71 going forward.	Despite the Applicant's promises to reach a private agreement with our Clients, the Applicant has not made any attempt over the past year to do so. Whilst it is encouraging to see there is at least an intention to accommodate access for our Clients over plot 1-71, what evidence would the ExA wish to see that the Applicant is in reality doing what it states it intends to? We have been chasing the Applicant regularly for a private agreement (please see our submissions for Deadline 2) but have been met with silence. Therefore we currently have little faith that the Applicant will actually try to engage with our Clients to reach an agreement on this point. We request that amendments be made to the draft DCO **[REP1-021]** so that express rights are granted to our Clients in this regard.
12.	6.7.2 Requirement 22 (Restoration of land used temporarily for construction) of Schedule 2 to the draft DCO (document number 3.1) **[APP-019]** states that any land within the Order Limits which	The Applicant responded in Te1 as follows:	We have reviewed the Onshore Outline Construction Environmental Management Plan Revision 002 (REP1-087).

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	is used temporarily for construction must be reinstated to its former condition, or such condition as the relevant local planning authority may approve, within 12 months of the completion of the authorised development. Requirement 22, however, does not state how the "former condition" is to be assessed and by whom, nor is there any requirement on the Promoter to agree with the relevant owner of land what the "former condition" is. This may lead to the Promoter having sole discretion in determining what the "former condition" of such land is, to the detriment of our Clients. Even though Article 30(4) of the draft DCO states that restoration needs to be to the "reasonable satisfaction of the owners of land", this in itself does not preclude a situation where there is a dispute over what the land's former condition was and lead to an unsatisfactory outcome for our Clients with delay and disputes. Again, this is a disproportionate interference with our Clients' interests. We request that Requirement 22 be amended to oblige the Promoter to obtain an independent and suitable assessment to establish the baseline condition of the relevant land before temporary possession and use commences.	With regards to the request to amend Requirement 22, the updated Onshore Outline Construction Environmental Management Plan Revision 002 (REP1-087) provides detail of the approach to the assessment to establish the baseline condition of the relevant land before temporary use commences so as to inform the level of restoration required and, as such, it is not necessary to require the Applicant to obtain an independent assessment.	The OOCEMP referred to in the Applicant's response (REP1-087) contains limited reference to restoration provisions. Firstly, any land restoration strategy back to its previous state must account for the restoration of all the natural elements that make up that land. This includes, but is not limited to, flora (including hedgerows and trees), fauna, soil, topography, man-made elements (for example, fencing and paths) and drainage features. We would therefore expect any baseline study to take into account of all landscape and ecological elements to assess each individually and establish how those elements interact and holistically create the landscape character of the area being disturbed. The OOCEMP **[REP1-087]** refers to restoration of a very limited range of such elements, namely some specific species sites (in relation to Solent waders and Brent Geese) and specific habitats (Anmore and Denmead / Kings Pond Meadow). Neither of these are areas that affect our Clients. The only specific landscape element the OOCEMP **[REP1-087]** then addresses is pedological assessments (Appendix 5) via an outline Soil Resources Plan (SRP) which is to inform a detailed SRP. Soil Handling Strategies (SHS) are also to be produced.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
			Whether any of these documents, for which there is no approval mechanism, actually affect our Clients' land is unclear. There is also mention of unclarified "specifications" (Appendix 5 para 1.1.1.5) and "agreed" remedial actions (Appendix 5 para 1.2.2.13), between whom we cannot ascertain, in relation, again, only to certain areas of identified Order Land. The Applicant's Response is therefore inadequate in that it fails to provide detail and fails to address a number of important landscape and ecological elements that we would reasonably expect to be included in a genuine, comprehensive and robust baseline assessment to allow subsequent landscape restoration and reduce the long term impacts on our Clients.
13.	6.8 Exploration of all reasonable alternatives to compulsory acquisition: The table at paragraph 13 of Appendix D to the Statement of Reasons (document number 4.1) describes the Promoter's account of its negotiations with our Clients (please see pages 52 and 53 of the Statement of Reasons (document number 4.1)). Contrary to the Promoter's statements, there has been very little negotiation with our Clients or effort by the Promoter to reach a voluntary arrangement and avoid seeking compulsory acquisition powers. We request that the Promoter be required by the	The Applicant has failed to respond to this point.	We will await the Applicant's comments (to be submitted at Deadline 3) on our Deadline 2 comments, which set out more detail as to why there has not been sufficient private agreement engagement with our Clients.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	Secretary of State to put more effort and time into seeking a voluntary arrangement with our Clients.		
	ACCESS & RIGHTS OF WAY		
14.	7.8 The Promoter proposes to temporarily stop up Footpath 4 and Footpath 16 for the duration of the Converter Station works (2021 – 2024). This, combined with the effect of Article 30(3) (a) of the draft DCO **[APP-019]** which allows the temporary possession of that route for a year longer after completion of those works, means a temporary stopping up over what could be up to 4 years. This would make it near impossible for our Clients to operate a reduced-scale farming and agricultural business, and our Clients could in effect lose their income and livelihood. Paragraph 22.6.5.12 of chapter 22 of the Environmental Statement (document number 6.1.22) **[APP-137]** states this will represent "*a High magnitude of impact on this Medium sensitivity link, resulting in a Moderate adverse effect for users of a temporary and medium-term nature. This effect is considered Significant*". The paragraph goes on to state there is an alternate route via PRoW 19 and 28. In our Clients' case, given their age and health conditions, PRoW 19 and 28 will not be alternate routes due to their distance.	The Applicant responded inTe2 as follows: The Applicant will accommodate access for the movement of the landowner's agricultural vehicles and horses over Plot 1-71 during construction and will discuss this further with the landowner's representatives to attempt to agree a suitable framework within which safe access can be provided.	Despite the Applicant's promises to reach a private agreement with our Clients, the Applicant has not made any attempt over the past year to do so. Whilst it is encouraging to see there is at least an intention to accommodate access for our Clients, what evidence would the ExA wish to see that the Applicant is in reality doing what it states it intends to? We have been chasing the Applicant regularly for a private agreement (please see our submissions for Deadline 2) but have been met with silence. Therefore we currently have little faith that the Applicant will actually try to engage with our Clients to reach an agreement on this point. We request that amendments be made to the draft DCO **[REP1-021]** so that express rights are granted to our Clients in this regard.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
15.	7.9 Whilst Article 13(3) of the draft DCO (document number 3.1) **[APP-019]** states that reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by a temporary stopping up order if there would otherwise be no access, our Clients would not be able to rely on this article in relation to access for its horses or larger vehicles who must use Footpaths 16 and 4.	The Applicant responded in Te2 as follows: The Applicant will accommodate access for the movement of the landowner's agricultural vehicles and horses over Plot 1-71 during construction and will discuss this further with the landowner's representatives to attempt to agree a suitable framework within which safe access can be provided.	Despite the Applicant's promises to reach a private agreement with our Clients, the Applicant has not made any attempt over the past year to do so. Whilst it is encouraging to see there is at least an intention to accommodate access for our Clients, what evidence would the ExA wish to see that the Applicant is in reality doing what it states it intends to? We have been chasing the Applicant regularly for a private agreement (please see our submissions for Deadline 2) but have been met with silence. Therefore we currently have little faith that the Applicant will actually try to engage with our Clients to reach an agreement on this point. We request that amendments be made to the draft DCO **[REP1-021]** so that express rights are granted to our Clients in this regard.
	NOISE & VIBRATION		
16.	8.1 Little Denmead Farm is a key environmental receptor (see page 2-9 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]**. It is also 'R5' in the context of it being a sensitive receptor to noise due to its location being within 300m of the proposed Converter Station (see paragraph 24.4.2.7 of Chapter 24 of the Environmental Statement) **[APP-139]**. What is lacking from Chapter 24 **[APP-139]** is an analysis in layman's terms of what all the different	The Applicant responded in NV1 as follows: An assessment of potential noise and vibration impacts has been undertaken by the Applicant and set out in Chapter 24 (Noise and Vibration) of the 2019 ES (APP-139). The ES Addendum submitted at Deadline 1 (REP1-139) also contains updated and supplementary information in relation to the noise and	The ES Addendum submitted at Deadline 1 (REP1-139) does not contain updated information to address the specific points we have raised. We therefore maintain our objection in this regard and request that the Applicant be asked to respond specifically on the points we raise. Whilst the Applicant refers to some mitigation measures, it does not explain how they will, in the case of Little Denmead Farm, effectively mitigate the noise and vibration impacts feared. Whilst the measures may work for those further afield, would

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	sets of data presented for R5 mean and an explanation as to how the Promoter concluded that overall noise effects from the proposed works and the operation of the Converter Station would be "negligible". Until such information is provided, it is difficult to accept the Promoter's conclusions.	vibration assessment, which is required following consultation with the Local Planning Authorities and updated assumptions for the Onshore Cable Route construction installation rates. A range of embedded mitigation including best practice measures and those specific to individual construction activities have been included in the Proposed Development. For example, 2 m high site hoarding on the perimeter of some construction compounds to assist in minimising noise levels. Additional construction stage mitigation, such as consideration of programme changes to reduce residents' noise exposure, is also specified for some areas of construction where work is being undertaken during sensitive periods and/or very close to sensitive receptors. Mitigation measures are also embedded into the design of the Converter Station to reduce noise levels during its operation. It is acknowledged that significant adverse effects are anticipated in some areas where weekend daytime and limited weekend night-time activities will be necessary during construction of the Proposed	there be any difference to those (like our Clients) who will be living on the doorstep of the Converter Station?

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		Development. However, the out-of-hours working is necessary to minimise traffic impacts resulting from road closures which are required to complete the works. It is not possible for the road closures to be implemented during the day due to predicted significant traffic impacts on the surrounding road network. In addition, the significant adverse effects would only take place during the construction stage and would short-term and temporary in nature. No other significant effects are anticipated relating to noise and vibration of the Proposed Development.	
17.	8.2 Paragraph 3.7.1.3 of Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that the construction works relating to the Converter Station Area is anticipated to take place in 10-hour shifts over six days a week, between 8am and 6pm, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel. This will cause significant noise impacts for our Clients, given their proximity and health issues.	This has not been responded to directly. The Applicant's response at NV2 states: Noise effects on receptors in proximity to the surrounding road network resulting from construction vehicles and redistribution of traffic from road/lane closures during construction has been fully assessed in Chapter 24 (Noise and Vibration) of the 2019 ES (APP-139). The predicted impacts for the construction	We refer to our argument in paragraph 8.1 of the Carpenters' Written Representation **[REP1-232]**. In this, we state that Chapter 24 of the ES **[APP-139]** lacks an analysis in layman's terms of what all the different sets of data presented for receptor R5 (Little Denmead Farm) mean and an explanation as to how the Promoter concluded that overall noise effects from the proposed works and the operation of the Converter Station would be "negligible". At present, Chapter 24 contains a significant amount of technical data, but no explanations as to what that data means and how that translated into the conclusions reached. Until such

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		stage road traffic noise assessment are summarised in Section 24.6.13 of Chapter 24 and the ES concludes that the construction traffic noise effects will not be significant.	information is provided, it is difficult to accept the Promoter's conclusions. We also request that the Applicant explains how it reached the conclusion that there would be no significant effects on Little Denmead Farm where there will be 10-hour construction work shifts over six days a week, between 8am and 6pm, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel, all taking place within 300m of Little Denmead Farm.
18.	8.3 Paragraph 5.3.12.8 of the Planning Statement (document number 5.4) **[APP-108]** states there are 6 *specific surrounding sensitive Receptors within 300 m of construction activities. The ES concludes that no significant Impacts will occur at the Converter Station Area during the Construction Stage noting the distances to the six sensitive Receptors and the temporary nature of the construction works. The implementation of the Onshore Outline CEMP will ensure that Impacts are reduced as far as practicable through the imposition of standard construction working hours and best practice construction methods including screening of works*." Our Clients' residential properties lie within 300m of the construction activities. We question whether a 300m distance was an appropriate maximum distance to measure from and would request the Promoter to explain the	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 8.3 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	basis of selecting this distance. We would not categorise an estimated 3-year construction and commissioning period for the Converter Station as a "temporary" period of time. Being exposed to noise impacts for such a long period of time, especially where there are severe health issues, would cause significant harm. This has not been adequately assessed by the Promoter, and we would request the Promoter to explain what specific noise reduction methods it would apply in relation to our Clients given their circumstances and location.		
19.	8.4 The 'Community Liaison' section of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** states on page 5-52 that "Any noise complaints will be reported to the appointed contractor and immediately investigated, including a review of mitigation measures for the activity that caused the complaint". There is no obligation to then take positive steps to deal with source of the complaint. At the moment it only requires a 'review'. Our Clients' concern is that there is no guarantee from the Promoter that action will be taken and this could therefore expose our Clients to a continuing source of what is to them, unacceptable noise levels, both from a human health perspective but also in terms of the health of their livestock if they are affected by noise too.	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 8.4 of our Clients' Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
20.	8.5 Chapter 22 of the Environmental Statement **[APP-137]** states at paragraph 22.4.6.3 that during the peak construction in the Converter Station Area, there would be an estimated 43 two-way HGV movements (86 in total) per day, and an estimated 150 two-way employee car movements (300 in total) per day. It is unclear however whether the analysis in the noise chapter of the Environmental Statement (chapter 24) **[APP-139]** takes this into account. We request the Promoter confirms whether it does and explain what specific noise mitigation measures will be put into place for residents who live directly next to plot 1-32. This is a significant amount of traffic movement and is likely to cause considerable noise disturbance to our Clients.	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 8.5 of our Clients' Written Representations **[REP1-232]**.
	DUST		
21.	9.2 Table 5.2 on page 5-50 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** states that the Converter Station Area is at a medium risk of dust impacts. However, table 23.78 (Summary of the Overall Dust Risk Construction Site Activity) of chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states that in relation to the Lovedean area and the construction of the Converter Station, there is a high risk of dust. We request the Promoter explains	The Applicant responded in AQ1 as follows: This error identified by the respondent was also previous noted by the Applicant and has been corrected in the latest Onshore Outline Construction Environmental Management Plan (REP1-087) submitted at Deadline 1.	The Applicant's concession that the Converter Station Area will be high risk is noted.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	this conflict in risk level and confirms which risk level is correct, and why	The Summary Table of Dust Risk Results Per Onshore Cable Corridor Section on page 5-56 of the updated Onshore Outline Construction Environmental Management Plan **[REP1-087]** now correctly identifies that the Converter Station Area is at a high risk of dust impacts.	
22.	9.3 Paragraph 23.6.8.2 of chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states effects from dust will be temporary and transient and the impacts during construction are assessed as not significant. A construction and commissioning works period between 2021 and 2024 cannot be classed as being "temporary". It is also illogical to conclude that there is a low impact of dust if there is also assessed be a high risk of dust. There will also livestock and horses on our Client's land that would be exposed to a high risk of dust for three years.	The Applicant has failed to respond to this point.	We request that the Applicant provides a response to our specific point.in paragraph 9.3 of our Clients' Written Representations **[REP1-232]**.
23.	9.4 Chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** states that the risk of dust will be effectively mitigated by the measures set out in the Onshore Outline Construction Environmental Management Plan ("Onshore OCEMP") (document number 6.9) **[APP-505]**.	The Applicant responded in AQ2: as follows: The mitigation measures set out in the Onshore Outline Construction Environmental Management Plan (REP1-087) are considered to be sufficient. The general air quality and dust mitigation measures set out in	The revised OCEMP (REP1-087) has not been amended in respect of most the points we make and we therefore request that the Applicant explains in more detail why it considers the measures to be "sufficient". We note that paragraph 5.3.1.1 of the revised OCEMP (REP1-087) now states that "*The following measures ~~may be considered~~ will be taken during construction*

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	Page 5-31 of the Onshore OCEMP **[APP-505]** states certain measures will be used: but we question whether those measures go far enough. We ask how realistic it would be to catch all sources of dust with water sprays on what will be such a large construction site. There are also no details provided of what "precautions" will be taken when transporting materials off-site. Also, air monitoring "may" (not "will be") carried out to check on the effectiveness of the measures taken – i.e. it is not guaranteed that the Promoter will even check and monitor the risk of dust. We request stronger measures are put in place that firmly bind the Promoter, to ensure that the high risk of dust anticipated will actually be mitigated.	Section 5.11 are to be implemented in line with best practice IAQM guidelines and the air quality monitoring is to take place in accordance with the framework set out in Section 7. In accordance with Requirement 15 of the dDCO (REP1-021), no phase of the onshore development may commence until a Construction Environmental Management Plan (include a Dust Management Plan) relating to that phase has been submitted to and approved by the relevant planning authority. The final scope and extent of monitoring and reporting procedures will be approved at that stage and in accordance with Sections 5.11 and 7 of the Onshore Outline Construction Environmental Management Plan.	*works to ensure ecological disturbance is minimised… Water sprays will be used to manage dust and prevent it drifting from the construction site to surrounding areas where sensitive habitats are present*". The amendment from "may be" to "will be" is welcomed. It is disappointing however that the revised OCEMP, on page 5-39, (REP1-087) still states that "*Construction Stage air monitoring **may be** used to check the effectiveness of damping down of the dust on site*." We request the Applicant explains why it does not wish to commit to monitoring the air for construction dust given that the Applicant already accepts that there will be a high risk of dust. We also note that Entry 9 in Table 5.1 of paragraph 5.11.1.1 on page 5-54 of the revised OCEMP (REP1-087) states that in relation to high risk sites (such as this), it is highly recommended as a IAQM mitigation measure to "*Undertake daily on-site and off-site inspection, where receptors (including roads) are nearby, to monitor dust, record inspection results, and make the log available to the local authority when asked …*". We request that in light of this, the Applicant explains why it will not commit to monitoring the air for dust. Whilst requirement 15 of the revised draft DCO **[REP1-021]** does indeed require a detailed environmental management plan, requirement 15(2) states that "(2) *Any construction environmental management plan must be substantially in accordance with the outline construction environmental*

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
			management plan". It is therefore important for there to be a commitment in the revised OCEMP **[REP1-087]** for the air to be monitored in respect of dust and we request that the OCEMP be amended to reflect this.
	AIR QUALITY		
24.	10.2 Paragraphs 16.6.1.9 and 16.6.1.10 of Chapter 16 the Environmental Statement (document number 6.1.16) **[APP-131]** state that air pollution around the Converter Station Area will increase during construction. This would lead to deposition of nitrogen compounds leading to nutrient enrichment of the ancient woodland, and changes in the botanical community to species that favour high nutrient soils. Stoneacre Copse is closer than the two other ancient woodlands in the area at 50m from the Converter Station footprint. However, nitrogen emissions by construction vehicles will be temporary and low level, and would not lead to perceptible changes above background levels (construction stage nitrogen emissions at the Converter Station Area are considered an impact of negligible significance). We have questioned how a three year construction period equates to involving "temporary" emissions from construction vehicles.	The Applicant responded in AQ4 as follows: Since submission, the assessment provided by Chapter 23 (Air Quality) has been revised and expanded, providing newly available detail on air quality changes associated with back-up diesel generators proposed to be located at the Converter Station. Additional modelling at the ancient woodland sites adjacent to the Order Limits at the Converter Station, including Stoneacre Copse, was undertaken for NOX concentrations, nutrient N deposition and N acid deposition. With the new detail available in the updated ES Chapter 23 (REP1-033) to include operational air quality	Please would the Applicant explain what the new details revealed and concluded, and provide a specific response to the points we make in paragraph 10 of our Clients' Written Representations **[REP1-232]**? A tracked changes version of the revised Chapter 23 was not submitted by the Applicant at Deadline 1. Chapter 23 **[REP1-033]** is over 200 pages long and it would be helpful if the Applicant could point us to the relevant sections that have been amended.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		changes as a result of the back-up generators, reconsideration of Operational Stage impacts on ecological features, including Stoneacre Copse, have been undertaken.	
	LAND CONTAMINATION		
25.	11.1 Stoneacre Copse is ancient woodland which lies within and will remain in our Clients' freehold interest and directly adjacent to the Order Limits (it borders and cuts into plot 1-32). Chapter 16 of the Environmental Statement (document number 6.1.16) **[APP-131]** states in paragraph 16.6.1.8 (page 16-63) that in relation to Stoneacre Copse, increases in pollutants such as dust and chemicals in waterborne run-off, could lead to "effects" during the construction stage. The term "effects" is not elaborated on. It states this would be "controlled effectively" by standard measures as part of the Onshore OCEMP **[APP-505]**. This is not the same as avoiding causing contamination, which implies that a degree of contamination will still be caused. Other than the provisions of Article 17(8) in the draft DCO (document number 3.1) **[APP-019]** which prohibit discharges into controlled waters without the relevant	The Applicant responded in GC2 as follows: Following submission of the Application, the assessment provided by Chapter 23 (Air Quality) has been revised and expanded, providing newly available detail on air quality changes associated with back-up diesel generators proposed to be located at the Converter Station. Additional modelling at the ancient woodland sites adjacent to the Order Limits at the Converter Station, including Stoneacre Copse, was also undertaken for NOX concentrations, nutrient N deposition and N acid deposition. With the new detail	Please would the Applicant explain what the new details revealed and concluded, and provide a specific response to the points we make in paragraph 11 of our Clients' Written Representations **[REP1-232]**? A tracked changes version of the revised Chapter 23 was not submitted by the Applicant at Deadline 1. Chapter 23 **[REP1-033]** is over 200 pages long and it would be helpful if the Applicant could point us to the relevant sections that have been amended. Our Clients' points in relation to remediation outside the Order Limits still stand. Section 5.5 of the revised OCEMP (REP1-087 & REP1-088) relates only to measures to prevent pollution of surface water and ground water. There is no section 6.9.2 in the revised OCEMP (REP1-087 & REP1-088).

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	environmental permit, there is no positive and express requirement to remediate the anticipated contamination that could be caused to land outside the Order Limits (such as Stoneacre Copse) where the Environmental Statement expressly identifies (as it does here) known risks of pollution that could be caused to sensitive sites.	available in the updated ES Chapter 23 (REP1-033) to include operational air quality changes as a result of the back-up generators, reconsideration of Operational Stage impacts on ecological features, including Stoneacre Copse, has been undertaken. This is reflected in Table 23.116 of the updated ES Chapter 23 (REP1-033) and Appendix 23.7 (Air Quality Ecological Impacts) (REP1-077). The Applicant also responded in GC3 as follows: Where contamination is identified within the Order Limits this will be remediated under Requirement 13 of the DCO (REP1-021) Mitigation measures will be in place to prevent the mobilisation of contamination during the construction phase within the order limits and therefore contamination spreading to areas outside of the Order Limits is highly unlikely. Mitigation measures are contained in Section 5.5 and Section 6.9.2 of the updated Onshore Outline CEMP (REP1-087 and 088).	

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	ARTIFICIAL LIGHT		
26.	12.3 Requirement 23 of the draft DCO **[APP-019]** allows operational external lighting during "exceptional circumstances". There is no definition of what those "exceptional circumstances" could be. All that is provided in the wording are examples, leaving it completely reliant on the Promoter's subjective and unchecked view as to what is an "exceptional circumstance".	The Applicant responded in Li1 as follows: As set out within Requirement 23 of the dDCO (REP1-021), "exceptional circumstances" included cases of emergency and where urgent maintenance is required.	The Applicant's response does not resolve the issue we have raised. It merely repeats the drafting inadequacies we have objected to. We request the Applicant provides a fuller a more specific response.
27.	12.5 There is also no requirement in the draft DCO **[APP-019]** for the Promoter to submit any form of external lighting strategy for operational purposes in relation to exceptional circumstances (as there is in Requirement 16 in relation to external construction lighting) to the relevant local planning authority so that it can check what the exceptional circumstances could be and to place protections against light pollution for those like our Clients who will live next to the Converter Station.	The Applicant responded at Li2 as follows: The Applicant has provided further information on lighting as part of Deadline 1. Details are provided at Section 5.2.2. of the updated Onshore Outline Construction Environmental Management Plan (REP1-087) and paragraph 5.2.2.1 requires that the appointed contractor will develop a Lighting Scheme for the Construction and Operational Stages of the Converter Station Area. The submission and approval of a Lighting Scheme, as part of the Construction Environmental Management Plan of the Converter Station Area, is	Noted.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		therefore secured by Requirement 15 of the dDCO (REP1-021).	
28.	12.6 We request that the wording of Requirement 23 in the draft DCO **[APP-019]** be amended to require the submission of a lighting strategy to the local planning authority for scrutiny and approval and for a better definition of "exceptional circumstances" to be inserted into the draft DCO or for Requirement 23 to require the lighting strategy to set this out. Without this, we disagree that there would be an insignificant effect of artificial lighting on our Clients.	The Applicant responded at Li2 as follows: The Applicant has provided further information on lighting as part of Deadline 1. Details are provided at Section 5.2.2. of the updated Onshore Outline Construction Environmental Management Plan (REP1-087) and paragraph 5.2.2.1 requires that the appointed contractor will develop a Lighting Scheme for the Construction and Operational Stages of the Converter Station Area. The submission and approval of a Lighting Scheme, as part of the Construction Environmental Management Plan of the Converter Station Area, is therefore secured by Requirement 15 of the dDCO (REP1-021).	Noted.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	HUMAN HEALTH		
29.	13. Due to the concerns raised by our Clients in relation to air, dust, light, noise and vibration, the Promoter's assessment in table 26.19 of chapter 26 of the Environmental Statement (document number 6.1.26) **[APP-141]** that there will be a negligible to minor impact on human health within the Converter Station Area during its construction and operation, is questionable. This is made more acute given the ages of and severe health conditions our Clients suffer from. Chapter 26 of the Environmental Statement states that *the Converter Station Area during operation may result in perceived annoyance and associated adverse effects on psychological health for nearby residents. This may cause anxiety for some residents and could lower levels of quality of life or wellbeing. Overall, it is considered that the residual operational noise from the Converter Station Area will have a permanent, long-term, negligible to minor adverse effect (not significant) on human health receptors (residential receptors in close proximity)*." - We fail to see how a conclusion can be reached that the impacts will be negligible to minor adverse. No explanation has been provided to explain this leap in analysis.	The Applicant has failed to respond to this point.	We request the Applicant responds specifically to our Client's representations in paragraph 13 of their Written Representations **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	WILDLIFE & CONSERVATION		
30.	14.1 Our Clients have observed a number of species of wildlife on their land within the Order Limits. These include multiple badger sets (at least 5 to 6), foxes, rabbits, barn owls, tawny owls, buzzards, fallow deer, muntjac deer, red kites, and varieties of woodpecker. It is unclear to what extent the assessment in chapter 16 of the Environmental Statement (Onshore Ecology) (document number 6.1.16) **[APP-131]** considers their presence and what account will be taken of them in order to avoid their harm. We note that paragraphs 16.5.1.27 to 16.5.1.31 of chapter 16 discuss the presence of badgers and that the territory of one clan of badgers could not be established. If that is the case, will there be a requirement on the Promoter to conduct another assessment before works begin, to ensure the proper protection of badgers within the Order Limits?	The Applicant's response in Ec1 is as follows: Extensive consideration of the effects on wildlife receptors including habitats, flora, fauna, protected species and designated sites for nature conservation is included in the Chapter 16 (Onshore Ecology) of the ES (APP-131) including an account of comprehensive habitat and species surveys. Chapter 16 (Onshore Ecology) concludes that following implementation of mitigation there are no likely significant effects on biodiversity. Furthermore, the HRA (APP-491) assesses impacts on European designated sites including Special Protection Areas (SPAs) and Special Areas for Conservation (SACs). The HRA concludes that there are no adverse effects on site integrity from the Proposed Development.	Our questions related to the extent of assessment and asked if there was to be a further assessment of badgers to identify the presence and extent of a clan. The response does not answer this but refers to the implementation of mitigation resulting in no likely significant effects on biodiversity occurring (set out in document APP-131). In the absence of such re-assessment it is unclear how such a conclusion as to the effectiveness of mitigation can be reached in relation to badgers. The Applicant's Response in relation to the HRA (APP-491) is not relevant to our Clients' Written Representation **[REP1-232]** and the document only refers to badgers generically, twice. The Applicant's Response also refers to the updated Chapter 16 (REP1-139) and the updated HRA (REP1-081). Neither document substantively addresses the point raised about the re-assessment of badgers. The Applicant's comment in relation to Requirement 22 of the dDCO (REP1-021) is irrelevant to the Written Representation **[REP1-232]**.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		Updates to Chapter 16 (Onshore Ecology) are provided in the ES Addendum (submitted at Deadline 1) (REP1-139) including in relation to impacts on Chichester and Langstone Harbours SPA. The HRA has also been subject to an update (REP1-081) including the assessment of Ramsar sites and additional information in the assessment of Chichester and Langstone Harbours SPA and Portsmouth Harbour SPA which again concludes that there would be no adverse effects on site integrity as a result of the Proposed Development. The Applicant's response in Ec6 is as follows: Requirement 22 of the dDCO (REP1-021) ensures that the undertaker must confirm to the planning authorities the date of the completion of the construction and any land within the Order limits which is used temporarily for construction of the authorised development must be reinstated to its former condition, or such condition as the relevant local planning authority may approve, within not more than	

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		twelve months of the date of the completion of the construction works.	
31.	14.2 Paragraph 16.6.1.1 of chapter 16 of the Environmental Statement **[APP-131]** states there will be a loss of important species caused by the construction of the Converter Station, but that the Promoter will rely on re-landscaping and re-planting to enhance biodiversity. The issue is the time it would take to restore the loss of important species; that assessment does not appear to have been carried out. We request the Promoter explains how it has factored in the amount of time it would take to restore the loss of important species	The Applicant responded at Ec6 as follows: Requirement 22 of the dDCO (REP1-021) ensures that the undertaker must confirm to the planning authorities the date of the completion of the construction and any land within the Order limits which is used temporarily for construction of the authorised development must be reinstated to its former condition, or such condition as the relevant local planning authority may approve, within not more than twelve months of the date of the completion of the construction works.	This response does not address the point we make. The response provided refers only to the carrying out of reinstatement work to land to restore its former condition, which may not be the same thing as actually restoring the land to its former condition. Would the Applicant please clarify whether it is confirming it will take 12 months to ***restore the loss of important species***? If so, would Requirement 22 of the dDCO (REP1-021) be amended to make it clear that the 12-month period includes the restoration of the loss of important species?
	HEDGEROWS		
32.	15.4 Chapter 16 of the Environmental Statement (paragraphs 16.6.1.13 to 16.6.1.15) (document number 6.1.16) **[APP-131]** state that the direct impacts of construction of the Converter Station will lead to the permanent loss of 410m of species-rich hedgerow within Section 1 (the Converter Station area, which covers most of our Clients' land within plot 1-32). They also state that	The Applicant's response is as follows: Impacts on biodiversity features from the Proposed Development are presented in Chapter 16 (Onshore Ecology) of the 2019 ES (APP-131). Where potential effects on biodiversity	The Written Representation **[REP1-232]** raises concern about the length of time landscaping and hedgerows will take to mature and that in the absence of explanation or assessment of such timeframes a conclusion of low magnitude impact on species affected by hedgerow removal is unjustified.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	this would will lead to the temporary loss and fragmentation of habitats. Whilst embedded mitigation and proposed landscaping will offset ecological effects "*there will be a period following the completion of construction and landscaping where planting will be immature and will need time to grow-in. During this time habitat would be of a lower quality to that lost, an adverse impact of low magnitude, minor effects that are not significant*." There is no reference to how long a period it would take for the new planting to grow in order to provide an increase in the overall long term area of habitat. No explanation or assessment is provided. To that end, it is difficult to accept that there will be a low magnitude of impact on species affected by hedgerow removal. We do not consider that a proper assessment and conclusion have been carried out and reached in this regard.	features have been identified, avoidance and mitigation measures have been proposed to address them. The Applicant has carried out a review of trees to identify those which may be affected and confirmation of those which are not. This review has extended to any trees within designated conservation areas and a suitable plan and schedule of trees provided and the results are presented in the updated Tree Constraints Plans (REP1-010) and Tree Survey Schedule REP1-101 submitted at Deadline 1. The Applicant has committed to habitat creation through the updated Outline Landscape and Biodiversity Strategy (REP1-034) (submitted at Deadline 1) which will be implemented as part of construction of the Proposed Development. The Outline Landscape and Biodiversity Strategy sets out the measures that will mitigate the effects and enhance the value of landscape and biodiversity features, and is to be secured by Requirement 9 of the dDCO (REP1-021). The proposed mitigation measures include requiring prompt reinstatement of temporary	The Applicant's Response refers to the original Chapter 16 (Onshore Ecology) document (APP-131) from which our query was borne and goes on to refer to Tree Constraints Plans (REP1-010) and a Tree Survey Schedule (REP1-101) neither of which address the query. The response also refers to an updated Outline Landscape and Biodiversity Strategy (REP1-034) setting out the measures to be implemented but, again, does not address the concern as to the amount of time for landscaping to reach maturity and the consequential impact of that upon species diversity and quantum. Reference to paragraph 1.5.1.4 is irrelevant to the concern. Reference is also made to the Biodiversity Position Paper (REP1-138) which, again, fails to address our Clients' Written Representation **[REP1-232]** because it deals with the conservation and enhancement of existing biodiversity and not the time to maturity of new landscaping and hedgerows and its effect on species. Requirement 22 of the dDCO (REP1-021) to reinstate habitats within 12 months again also fails to address the point of time to maturity and the consequential impact that has on the magnitude of impact on species.

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		construction areas (including trenches, laydown and construction (including haul road) corridor) on completion of the cable route installation as soon as practicable after sections of work are complete. Reinstatement would involve the careful handling of soils and a return to the existing habitat type. Mitigation planting will take place to replace hedgerows and trees lost following completion of the construction works (see the General Landscape & Visual Mitigation measures set out at paragraph 1.5.1.4 of the updated OLBS). The Applicant's position with regard to the proposed biodiversity enhancements is also explained in detailed in the Biodiversity Position Paper (REP1-138) which was submitted at Deadline 1. The Position Paper shows how the Proposed Development has taken opportunities to conserve and enhance biodiversity in line with National Planning Policy. Finally, as set out above, habitats lost during the construction stage would be reinstated within 12 months	

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		following completion of the works, as secured by Requirement 22 of the dDCO (REP1-021).	
	DECOMMISSIONING		
33.	16.1 With regard to which option will be selected for the Converter Station, Requirement 4 of Schedule 2 of the draft DCO **[APP-019]** does not state to who the Promoter needs to provide its confirmation, and whether the confirmation needs to be in writing. We requested that the wording of Requirement 4 be amended in this regard.	The Applicant has failed to respond to this point.	We note that Requirement 4 of the updated draft DCO submitted at Deadline 1 (document reference REP1-022) has been amended to address our comment.
34.	16.2 The draft DCO **[APP-019]** does not contain any provisions, requirements or controls over how decommissioning will be carried out and how its impacts will be controlled or avoided. This is a material omission. Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that the Promoter is applying for consent for the proposed scheme for an indefinite period, but that "If *the Proposed Development and associated equipment is deemed to have reached the end of its design life, then the equipment may be decommissioned in an appropriate manner, and all materials reused and recycled where possible*." Firstly, would the Secretary of State accept that the design life of the proposed scheme could last forever? That appears to be the Promoter's starting	The Applicant responded at OI1 as follows: As set out at paragraph 3.6.5.16. of Chapter 3 (Description of the Proposed Development) of the 2019 ES (APP-118), the Applicant is seeking consent for installation of the Proposed Development for an indefinite period. The Converter Station will be designed, manufactured and installed for a minimum service life of 40 years. Major items of equipment (e.g. transformers, circuit breakers, reactors) are designed to meet the	If the onshore design life is 40 years, the Applicant accepts that decommissioning will be required, but only goes as far as stating that it will be done in "the appropriate manner". How is that to be judged? How will it be controlled? Who will decide its impacts? These questions have not been answered and we therefore maintain our objection in this regard. A large number of DCOs granted for energy projects contain requirements relating to decommissioning. These include the Richborough Connection Project, the Brechfa Forest Connection Project, the Triton Knoll Electrical System Project, West Burton C Power Station, Riverside Energy Park, Norfolk Vanguard Project, Drax Re-power Project, Abergelli Power Project, Mill Brook Power Project, Ferrybridge

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
	point, and that the expiry of the design life and a need to decommission are only a "maybe". No explanation or evidence is provided as to why that is the case, as consent is apparently being sought on the basis that the physical structure of this scheme will last forever, requiring no further analysis of the need to decommission as part of the application documents. This approach would set a dangerous precedent if accepted. As to what the "appropriate manner" of decommissioning may be, there is again no further detail. There is not enough information in the Environmental Statement to demonstrate that the Promoter has properly assessed the possible impacts of decommissioning. We therefore request that at the very least, a suitable Requirement is inserted into the draft DCO requiring the Promoter to submit to the local planning authority for approval a full decommissioning strategy before it commences any decommissioning, setting out a decommissioning programme, a full assessment of its impacts, and a plan for the mitigation of those impacts.	lifetime of the Proposed Development and should remain operational for their design life subject to regular maintenance, inspection and availability of spare parts. If the Proposed Development and associated equipment is deemed to have reached the end of its design life, then the equipment may be decommissioned in an appropriate manner, and all materials reused and recycled where possible. Decommissioning activities for the marine elements of the Proposed Development would be determined by the relevant legislation and guidance available at the time of decommissioning in line with the options and principles included in Appendix 3.4 (Additional Supporting Information for Marine Works (APP-358)). In addition, a decommissioning plan will be developed and agreed with The Crown Estate. Therefore, development consent for decommissioning is not sought as part of the application and the Applicant does not consider that a Requirement securing a	Multifuel 2 (FM2) Power Station, and Hinkley Point C Connection Project. Please would the Applicant explain why its case is so different?

	Argument contained in Carpenter's Written Representation (REP1-232) (Paragraph Number)	AQUIND response (provided at Deadline 2) (REP2-014) to argument raised by Carpenter's Written Representation	BLAKE MORGAN COMMENT
		decommissioning strategy is necessary.	

Blake Morgan LLP

3 November 2020

Submitted in relation to Deadline 3

BLAKE MORGAN

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

New Kings Court
Tollgate
Chandler's Ford
Eastleigh SO53 3LG

DX 155850 Eastleigh 7

DDI: 023 8085 7431
T: 023 8090 8090
F: 0844 620 3401
E: adrian.noviss@blakemorgan.co.uk

www.blakemorgan.co.uk

By email only: aquind@planninginspectorate.gov.uk

Our ref: 00584927/000006

17 November 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

Update to Notification of representatives to participate in Compulsory Acquisition Hearing on behalf of Mr. Geoffrey Carpenter and Mr Peter Carpenter (Registration Identification Number: 20025030)

Submitted in relation to Deadline 4 of the Examination Timetable

As you are aware, we act for Mr Geoffrey Carpenter and Mr Peter Carpenter (our "**Clients**"), who jointly own the freehold interest in land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL. The Applicant intends to take their land against their will and permanently situate on and in it: a Convertor Station, a large swathe of landscape of different appearance to the existing open grass pasture, a construction access, and an FOC cable containing some 192 fibre optic cables of which those not necessary for supporting of the electricity bearing cables are desired to be used "for commercial telecommunications" (with related Telecommunications Buildings and spur access road).

We refer to our letter dated 6 October 2020 **[REP1-230]** (submitted at Deadline 1 of the Examination), in which we confirmed that Blake Morgan LLP and, where necessary, Ian Judd & Partners (as Land and Compulsory Purchase agents for our Clients), would like to reserve a right to speak on behalf of our Clients, at the Compulsory Acquisition Hearing 2 ("**CAH 2**") (scheduled for Friday 11 December at 10:00 hrs). We also confirmed our availability to speak at the Compulsory Acquisition Hearing 1 ("**CAH1**") (scheduled for Thursday 10 December at 10:00 hrs) if there was a high demand to speak at CAH2, although we noted that CAH1 is principally aimed at the Promoter, local authorities and statutory bodies.

We note from the Agenda **[EV-012]** issued by the Examining Authority on 30 October 2020 in relation to CAH2 that our Clients are listed as being invited at this hearing.

Since 6 October 2020, our Clients have also appointed counsel and are now being additionally represented by Mr. Christiaan Zwart of [redacted]. Due to the appointment of Mr. Zwart, we write to notify you that Mr. Zwart intends to make representations on behalf of our Clients in place of Blake Morgan LLP at hearing CAH2.

We trust that the above notification is received without issue, and this update as to the representation of our Clients is acknowledged and accepted.

Yours faithfully

[redacted]

Blake Morgan LLP

BLAKE MORGAN

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

New Kings Court
Tollgate
Chandler's Ford
Eastleigh SO53 3LG

DX 155850 Eastleigh 7

DDI: 023 8085 7431
T: 023 8090 8090
F: 0844 620 3401
E: adrian.noviss@blakemorgan.co.uk

www.blakemorgan.co.uk

By email only: aquind@planninginspectorate.gov.uk

Our ref: 00584927/000006

17 November 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

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Submitted in relation to Deadline 4 of the Examination Timetable

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We trust that the above notification is received without issue, and this update as to the representation of our Clients is acknowledged and accepted.

Yours faithfully

[redacted]

Blake Morgan LLP

BLAKE MORGAN

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

New Kings Court
Tollgate
Chandler's Ford
Eastleigh SO53 3LG

DX 155850 Eastleigh 7

DDI: 023 8085 7431
T: 023 8090 8090
F: 0844 620 3401
E: adrian.noviss@blakemorgan.co.uk

www.blakemorgan.co.uk

By email only: aquind@planninginspectorate.gov.uk

Our ref: 00584927/000006

17 November 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030)

Submitted in relation to Deadline 4 of the Examination Timetable

As you are aware, we act for Mr Geoffrey Carpenter and Mr Peter Carpenter (our "**Clients**").

Our Clients jointly own the freehold interest in land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL.

We attach our Clients' submissions in relation to Deadline 4, which are scheduled to this letter as follows:

1. **Schedule 1** – Our Clients' comments on document reference REP3-014, which are the Applicant's responses to Deadline 2 submissions that were submitted at Deadline 3;

2. **Schedule 2** – A summary of the status of our Clients' written representations in light of the Applicant's responses submitted to date during the Examination. As: (i) we have received only limited responses from the Applicant; (ii) the Application appears to be evolving iteratively and changing quite late in the Examination period; and (iii) we are are nearing the start of the issue specific hearings, we have produced this document to assist the Examining Authority (**ExA**) with understanding where our Clients' objection stands now, by setting out in one document a summary of their contentions (some appear resolved at this stage of the Examination, but the majority have not been resolved);

3. **Schedule 3** – A note responding to the ExA's Procedural Decision dated 11 November 2020 to accept the Applicant's changes to the Application (letter references PD-019 and PD-020);

4. **Schedule 4** – In line with the previously expressed concerns of the ExA, a cross-referenced Submission Note produced by us with DCO Counsel (Mr. Christiaan Zwart of 39 Essex Chambers)

advising our Clients in relation to whether the use of fibre optic cables within the FOC Cable (or spare capacity above otherwise necessary redundancy) for commercial telecommunications (and related infrastructure) can lawfully, or would be, able to be evaluated on the Applicant's evidence as "authorised development", together with a summary of the consequences of it not being so and concerns over extensive land take; and

5. **Schedule 5** – A letter from Blake Morgan LLP to the Applicant requesting certain technical information, and the AutoCAD drawings for the Land Plans.

Yours faithfully

Blake Morgan LLP

SCHEDULE 1 TO COVERING LETTER

Date: 17 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

Interested Party Comments on the Applicant's Responses (REP3-014) to the Carpenters' Comments (REP2-027)

Submitted in relation to Deadline 4 of the Examination Timetable

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 4 (17 NOVEMBER 2020)

Interested Party Comments on the Applicant's Responses (REP3-014) to the Carpenter's Comments (REP2-027)

General point:

We note that the Applicant, in its submissions on documents provided at Deadline 2, has also made additional comments on documents we submitted on behalf of our Clients at Deadline 1.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) **(Paragraph Number)**	**AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)**	**BLAKE MORGAN COMMENT AT DEADLINE 4**
	Amenity (Noise, Dust, and Vibration)		
1.	**Para 3.4:** The dust produced by construction traffic will settle on our Clients' fields and paddocks, and will prevent grazing. Construction traffic noise and vibration, and noise and from the cooling fans during operation, will have a significant detrimental impact on use	1) The impact from dust during construction will be managed through mitigation as outlined in the measures in the **updated** Onshore Outline CEMP (REP1-087). Air Quality measures including for dust can be found in section 5.11. This will ensure the potential effect on grazing of any dust settling on fields and paddocks will be	1) The Applicant has (merely) replicated its response provided at Deadline 2 (REP2-014). Row 23 of our Clients' Deadline 3 submissions (REP3-043) already addresses this. A particularised response from the Applicant remains outstanding. 2) The responses in tables 5.15 and 5.17 of REP1-160 merely refer to chapter 24 of the Environmental Statement **[APP-139]**, a document

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	and enjoyment of Little Denmead Farm, and on our Clients' livestock. The Applicant's response is wholly inadequate. In section 5.12 of page 5-104 of its Responses to Relevant Representations **[REP1-160]**, the Applicant states "*The noise and vibration assessment can be found in Chapter 24 (Noise and Vibration) of the ES (APP-139)*." The Applicant provides no further response or justification to explain how Chapter 24 addresses our Clients' concerns, and which specific parts of Chapter 24 are relevant. We have in paragraph 8 of our Client's Written Representations (document reference number REP1-232) made submissions in relation to Chapter 24 of the Environmental Statement. We therefore maintain our Clients' objections in relation to noise, dust, and vibration and reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted at Deadline 2) in relation to these issues, and comment further at Deadline 3 of the Examination timetable.	avoided. 2) In addition to the sentence contained in section 5.12 of the Applicant's Response to Relevant Representations (REP1-160), the Applicant provided further responses (in tables 5.15 and 5.17 of REP1-160) to the points raised in Relevant Representation 054 regarding noise and vibration. 3) The Applicant refers to paragraph 8 of our Clients' Written Representations (REP1-232), and provides further responses in relation to that. We address these within row 2 of this table.	which we have already commented on. No evidence is provided by the Applicant in its current response to address our specific concerns relating to Chapter 24. Table 5.15 of REP1-160 also refers to conclusions relating to the prospect of building damage as a result of noise and vibration, whereas our Clients' concerns encompass the (wider) impacts on their amenity and livestock grazing. The second paragraph of table 5.17 of REP1-160 seems to be a restatement of the Applicant's view that operational noise effects are expected to be negligible, and it does not address our request for a specific explanation as to how our Clients' concerns relating to Little Denmead Farm have been addressed and assessed. Similar arguments have already been responded to by us at rows 16, and 29 of our REP3-043. As the Applicant has failed at Deadline 3 to provide particular responses, we maintain our representations in this regard.
2.	**Paragraph 8.1 of our Clients' Written Representations (REP1-232) SUBMITTED AT DEADLINE 1:** Little Denmead Farm is identified as being a key environmental receptor with respect to noise and	Paragraph 8.1: "*Given the topic material, chapter 24 of the ES (APP-139) is a technical document. Please refer to Chapter 24 of the Non-Technical Summary (REP1-*	The Non-Technical Summary is that. Chapter 24 of the Non-Technical Summary (REP1-079) does not provide the level of information and particularisation requested in relation to Measurement Point 1 and R5. It does not contain any explanation underpinning the asserted

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) **(Paragraph Number)**	**AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)**	**BLAKE MORGAN COMMENT AT DEADLINE 4**
	vibration (please for example see page 2-9 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]**. Paragraph 24.4.1.2 of chapter 24 of the Environmental Statement (document number 6.1.24) **[APP-139]** states that Little Denmead Farm was part of 'Measurement Position 1' of the Promotor's baseline noise survey. Little Denmead Farm is also referred to as 'R5' in the context of it being a sensitive receptor to noise due to its location being within 300m of the proposed converter station (see paragraph 24.4.2.7 of Chapter 24 of the Environmental Statement). What is lacking from Chapter 24 is an analysis in layman's terms of what all the different sets of data presented for R5 mean and an explanation as to how the Promoter concluded that overall noise effects from the proposed works and the operation of the converter station would be "negligible". Until such information is provided, it is difficult to accept the Promoter's conclusions.	*079) for a non-technical description of the conclusions identified in Chapter 24 of the ES.* *The data collected during the Applicant's baseline noise survey were used to inform the noise criteria used in the operational assessment of converter station noise. As explained in Paragraph 24.6.2.18 of the ES (APP-139) and Paragraph 17.2.5.2 of the ES Addendum (REP1-139), the operational effects of the converter station are expected to be negligible at Little Denmead Farm. For the operational assessment, the term 'negligible' is used to describe an effect where the noise level from the converter station is equal to or below the noise assessment criterion (i.e. does not exceed the existing background noise level at a given receptor).* *Please refer to the information in the paragraphs below in response to the Construction noise related query raised in Paragraph 8.1 of the Interested Parties' Written Representation (REP1-232)*."	conclusion that there will be a negligible effect in relation to these two specific receptors. For example, paragraph 24.3.1.2 of REP1-079 states that *"Additional construction stage mitigation, such as consideration of programme changes to reduce **residents'** noise exposure, is also specified **for some areas of construction** where work is being undertaken during sensitive periods and/or very close to sensitive receptors.."* but it does not state which residents and which sensitive receptors will benefit from this. Paragraph 24.3.1.3 of REP1-079 also states *"Additional mitigation has been recommended to reduce Converter Station noise levels **at one receptor.**"* Further, it remain unclear whether these relate to Little Denmead Farm? The Applicant has failed to date to provide particular responses and gaps remain. We maintain our representations in this regard. We note, in the Applicant's recent reply, their assertion that "negligible' is used to describe an effect where the noise level from the Converter Station is equal to or below the noise assessment criterion (i.e. does not exceed the existing background noise level at a given receptor). However, Table 24.3 of Chapter 24 of the Environmental Statement (APP-139) states for construction noise to be negligible it must be less than or equal to 65dB during the day, less than or equal to 55dB during the evenings and weekend,

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			and less than or equal to 45dB during the night. The Applicant also invites us to read REP1-079 but Chapter 24 of the Non-Technical Summary (REP1-079) does not detail how the overall noise effects from the proposed works and the operation of the converter stations would be negligible. Therefore, our question is what is negligible? Is it the value given by the Applicant in Table 24.3 or is it the description given by the Applicant in their most recent comment? In addition, we note that the Applicant has defined the noise assessment criterion at Little Denmead Farm to be 33dB. See paragraph, 24.4.5.6, Table 24.9 (APP-139). This noise assessment criterion has been taken from the background noise level for measurement position 1, found at Table 24.15 (APP-139) as outlined at paragraph 24.2.4.8 (APP-139) and as such is 33dB. However, despite background noise levels being 33dB, average ambient noise level averaged as 45dB for the day and 43dB for the night at measurement position 1, as seen at paragraph 24.5.1.5, Table 24.15 (APP-139). There is no explanation as to why background noise levels have been used rather than average ambient noise levels to form the 'noise assessment criterion'. We request for the Applicant to provide this

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			explanation and why it has chosen an elevated and not a lower baseline as background. Raising the baseline reduces (potentially artificially) the real noise impacts generated by the Application Development. In addition, we cannot identify in the documents provided by the Applicant any resultant noise predictions in decibels ("dB") incorporating current ambient and background noise readings. The Applicant has provided figures for the operation noise levels, construction noise levels, pre-existing background noise levels, and pre-existing ambient noise levels but does not provide the expected resulting uplift in noise levels during construction and operation. Dealing with the figures provided at Tables 24.21-24.24 (APP-139), the Applicant has not commented whether the noise levels during construction are those calculated in absence of the background noise levels or in addition to the pre-existing background noise. Therefore, in relation to Table 24.3 (APP-139) we are unable to tell if the noise that is being measured as 'negligible' is the total noise levels of the area with both construction and background included, or if the Applicant is measuring the construction noise levels in isolation. In addition, if the Applicant is using total noise

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
			levels, does the Applicant use the background noise levels of 33dB or ambient noise levels of 45dB, as depending on which one we consider that this might make a material difference to the final calculation of dB readings caused by the construction and operation of the Application Development? We request that if the Applicant is using background noise levels to calculate total noise levels to provide their reason for doing this.
3.	**Paragraph 8.2 of our Clients' Written Representations (REP1-232) SUBMITTED AT DEADLINE 1: :** Paragraph 3.7.1.3 of Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that the construction works and activities relating to the converter station area is anticipated to take place in 10-hour shifts over six days a week, between 8am and 6pm, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel. This will cause significant noise impacts for our Clients as it will affect our Clients' peaceful enjoyment of their property. One of our Clients is not in good health, has recently suffered [redacted]. Given the proximity with which our Clients will live	Paragraph 8.2: *"The construction core working hours for the Converter Station area (Works No. 1 and 2) are specified in Requirement 18 of Schedule 2 of the dDCO as being between 0800 and 1800 hours on weekdays and between 0800 to 1300 hours on Saturdays, with start-up and shut-down activities up to an hour either side of the core working hours. These are standard construction working hours.* *Construction noise predictions at surrounding residential receptors, including Little Denmead Farm (R5), for the key work stages, has been*	The Applicant is side-stepping our point and has not addressed it. Instead, it merely re-iterates its responses already provided at Deadline 2. We have already provided an answer on this point at row 17 of our submissions for Deadline 3 (REP3-043.). The Applicant does provide additional references to information relating to noise and vibration predictions, but these do not answer the points we have made in relation to our Client's health. To summarise Tables 24.21 to 24.24 of Chapter 24 of the ES (APP-139), in relation to our Clients. 1. Construction of main site access road – 55dB – Negligible 2. Establishment of car parking and site

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	to the works, they will be highly impacted by the noise and vibration caused by the works. We are also instructed by our Clients that representatives of Promoter, in their limited dealings with our Clients, made verbal representations that the works would only operate for five days a week and between 8am and 5pm. This is not what is stated in the Environmental Statement and so served to give our Clients, at best unclear and, at worst misrepresentative information.	*completed and are presented in Tables 24.21 to 24.24 of Chapter 24 of the ES (APP-139). These noise predictions have followed the principles of the methodology set out in in British Standard (BS) 5228-1:2009+A1:2014 Code of practice for noise and vibration control on construction and open sites – Part 1: Noise. Based on this assessment the construction noise impacts at Little Denmead Farm are assessed as being negligible.* *The vibration assessment has also concluded that there will be negligible effects at all receptors from Converter Station construction activities (Paragraph 24.6.2.14 of Chapter 24 of the ES (APP-139)). Further information regarding vibration is provided in table 2.6 of this document under Paragraph 3.6."*	welfare area – 53dB negligible 3. Construction of substructure of telecommunications buildings – 53dB – negligible 4. Construction of superstructure of telecommunications building – 52dB – negligible 5. Landscaping car parking and site welfare area – 52dB – negligible The evidence leases out of account the impact of the Convertor Station on R5. We request evidence of the impact on R5 from the Converter Station and request an explanation as the basis for excluding the impact of the building of the substructure and the superstructure of the Converter Station for receptor R5 (Little Denmead Farm) from Tables 24.22 and 24.23 **[APP-139]**. This seems a significant omission. In addition, we cannot identify in the Application documents any resultant noise predictions in decibels ("dB") incorporating current ambient and background noise readings. The Applicant has provided figures for the operation noise levels, construction noise levels,

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
			pre-existing background noise levels, and pre-existing ambient noise levels but does not provide the expected resulting uplift in noise levels during construction and operation. Dealing with the figures provided at Tables 24.21-24.24 (APP-139), the Applicant has not commented whether the noise levels during construction are those calculated in absence of the background noise levels or in addition to the pre-existing background noise. Therefore, in relation to Table 24.3 (APP-139), it is impossible to ascertain whether the noise that is being measured as 'negligible' is the total noise levels of the area with both construction and background included, or if the Applicant is measuring the construction noise levels in isolation excluding background. In addition, if the Applicant is using total noise levels, does the Applicant use the background noise levels of 33dB or ambient noise levels of 45dB, as depending on which one we consider that this might make a material difference to the final calculation of dB readings caused by the construction and operation of the Application Development? We therefore maintain our representations in this regard.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
4.	**Paragraph 8.3 of our Clients' Written Representations (REP1-232) SUBMITTED AT DEADLINE 1:** Paragraph 5.3.12.8 of the Planning Statement (document number 5.4) **[APP-108]** states: "*The Converter Station Area is located in a sparsely populated area, and therefore it is feasible to predict the noise level from each stage of the construction works at specific surrounding sensitive Receptors, of which six were noted within 300 m of construction activities. The ES concludes that no significant Impacts will occur at the Converter Station Area during the Construction Stage noting the distances to the six sensitive Receptors and the temporary nature of the construction works. The implementation of the Onshore Outline CEMP will ensure that Impacts are reduced as far as practicable through the imposition of standard construction working hours and best practice construction methods including screening of works*." Our Clients' residential properties on the Retained Land (e.g. Little Denmead Cottage and the static caravan) lie within 300m of the construction activities. We question whether a 300m distance was an appropriate maximum distance to measure from and would request the Promoter to explain the basis of selecting this distance. Moreover, we would not categorise an estimated 3-year construction and commissioning period for the	Paragraph 8.3: *"The justification for undertaking noise predictions for all receptors within 300m of a given construction activity is provided in Paragraph 24.4.2.6 of Chapter 24 of the ES (APP-139). In summary this follows the guidance in BS 5228, and furthermore, no significant construction noise effects will occur at receptors located further than 300m from an activity. For the avoidance of doubt, where a receptor is located closer than 300m from a given construction activity, the actual distance between the construction activity and the receptor has been used to predict the noise level at that receptor.* *As explained in paragraph 4.2.4.1 of Chapter 4 of the ES (APP-119), environmental effects are classified as either permanent or temporary, and permanent are those changes which are irreversible or will last for the foreseeable period. Construction noise and vibration activities are considered to be temporary effects which is an accepted EIA approach. All construction effects identified have been categorised as short, medium or*	We note the generalised response of the Applicant to rely on mere generalised guidance to avoid undertaking a particular assessment of the impact of the Application Development on our Clients' land and business. We note that paragraph 24.4.2.6 of the Environmental Statement (APP-139) explains that the guidance BS 5228-1 states that construction noise predictions at distances over 300 m should be treated with caution due to the increasing importance of meteorological effects and uncertainty regarding noise attenuation over soft ground. Furthermore, given the distances involved, it is asserted that no significant construction effects would occur at distances beyond 300m. However, this does not respond to our point that, in the circumstances of this matter, why a lesser distance was not adopted as representative of the receptor sites, rather than selecting an arbitrary and generalised guidance distance of 300m which is on the borderline of the warning relating to using this guidance. With regard to the Applicant's response as to what is "temporary", paragraph 4.2.4.1 of the Environmental Statement (APP-119) states that the duration of effects lasting between 1 and 5 years is classed as "medium term". The 3 year construction

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	converter station as a "temporary" period of time. Being exposed to noise impacts for such a long period of time, especially where one of our Clients suffers from severe health issues, would cause significant harm to his health and wellbeing. This has not been adequately assessed by the Promoter, and we would request the Promoter to explain what specific noise reduction methods it would apply in relation to our Clients given their circumstances and location.	*long term, and as described in the relevant Paragraphs of section 24.6.2 of the ES (APP-139), some of the construction noise and vibration effects for the converter station works have been categorised as medium-term to reflect their anticipated duration. Due to the negligible construction noise and vibration effects identified at Little Denmead Farm, no additional noise mitigation measures to those contained in the Onshore Outline CEMP (REP1-087) are considered necessary. "*	period will, therefore, be a medium term effect. That, in itself, sounds more serious than a "temporary" effect. The Applicant also, yet again, makes a blanket reference to a large section of the Environmental Statement (para 24.6.2 of APP-139) that we are already aware of and that our Client's written representation is based on in this regard. No attempt has been made by the Applicant in its response to demonstrate it has adequately assessed the specific impacts on our Clients. Simply telling us which large section we need to read (already knowing we have read it) is not enough. The Applicant has still failed to explain **why and how** it has concluded that the effects of noise and vibration will be negligible specifically in relation to Little Denmead Farm and our Clients' specific health conditions, based on the technical analysis contained in Chapter 24 of the ES **[APP-139]**. The Applicant continues to merely assert they will be negligible. We therefore maintain our representations in this regard.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) **(Paragraph Number)**	**AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)**	**BLAKE MORGAN COMMENT AT DEADLINE 4**
5.	**Paragraph 8.4 of our Clients' Written Representations (REP1-232) SUBMITTED AT DEADLINE 1:** Whilst the 'Community Liaison' section of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** states on page 5-52 that "*Any noise complaints will be reported to the appointed contractor and immediately investigated, including a review of mitigation measures for the activity that caused the complaint*", there is no mention in that document of whether the Promoter would then take positive steps to deal with source of the complaint. At the moment it only requires a 'review'. Our Clients' concern is that there is no guarantee from the Promoter that action will be taken and this could therefore expose our Clients to a continuing source of what is to them, unacceptable noise levels, both from a human health perspective but also in terms of the health of their livestock if they are affected by noise too.	Paragraph 8.4: *"As stated in section 5.12 of the Onshore Outline CEMP (REP1-087), at all stages of construction, all contractors on-site will be required to follow Best Practicable Means, as defined in the Control of Pollution Action 1974. As part of this, in the event of a noise complaint, the contractor will review and ensure that working practices are mitigating noise and vibration as far as reasonably practicable. The detailed CEMP for these works, which will be produced following the appointment of a Principal Contractor, will contain detail in the community liaison section. This will include detailed information on a procedure in the event of complaints, which will be agreed in consultation with the environmental health department at the relevant local planning authorities*. "	The Applicant's response does not address the gap we have identified. There has been no change in that section to create an obligation to take positive steps to deal with the source of the complaint, and any detailed CEMP will need to be in line with the provisions of the outline CEMP **[REP1-087]**. The possibility of a complaints procedure is irrelevant to the concerns we are raising – it still does not oblige positive steps to be taken to resolve issues. We therefore maintain our representations in this regard.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
6.	**Paragraph 8.5 of our Clients' Written Representations (REP1-232) SUBMITTED AT DEADLINE 1:** Chapter 22 of the Environmental Statement (document number 6.1.22) **[APP-137]** dealing with traffic and transport, states at paragraph 22.4.6.3 that during the peak construction in the converter station area, it is anticipated there would be an estimated 43 two-way HGV movements (86 in total) per day, and an estimated 150 two-way employee car movements (300 in total) per day. It is unclear however whether the analysis in the noise chapter of the Environmental Statement (chapter 24) **[APP-139]** takes this into account. We request the Promoter confirms whether it does and explain what specific noise mitigation measures will be put into place for residents who live directly next to plot 1-32. This is a significant amount of traffic movement and is likely to cause considerable noise disturbance to our Clients.	Paragraph 8.5 "*The construction stage road traffic noise assessment has accounted for the construction traffic (both HGV and employee car movements) created by the Converter Station and Onshore Cable Corridor construction activities on the wider road network (Paragraph 24.4.4.4 of Chapter 24 of the ES (APP-139)).* *The use of the Converter Station access road has not been included in the noise and vibration assessment. However, based on the quantity of vehicle movements assumed in the transport assessment and the time periods that these vehicle movements are expected to occur, the access road will not result in any significant noise or vibration effects. This is because the magnitude of noise level at Little Denmead Farm from vehicles travelling along the access road, located over 50m away, and is predicted to be negligible. Therefore, no additional noise mitigation measures to those contained in the Onshore Outline CEMP (REP1-087) specific to Little*	Little Denmead Farm is within 300m of the converter station and is a classed as a sensitive noise and vibration receptor. The Applicant admits that the construction, use for construction and equipment traffic, and presence of the access road has not been considered in the noise and vibration assessment. This is a significant oversight. In light of this, the Applicant has no technical basis to conclude that the vehicle movements will not result in any significant noise or vibration effects. The Applicant has no evidence to support this. We therefore maintain our representations in this regard.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		Denmead Farm are necessary."	
	Business Impact		
7.	3.5 Our Clients' Relevant Representations **[RR-055]** highlighted that the freehold interest to over 30 acres of the 52 acre farm covered by plot 1-32 is to be compulsorily acquired. This represents 58% of the farm's landholding. With over 60% of the farm being affected overall by this, and the compulsory acquisition of new permanent access rights (plot 1-51), acquisition of permanent landscaping rights (plots 1-38, 1-69, 1-70, and 1-72), and temporary possession of land (plots 1-57 and 1-71), this will significantly interfere with our Clients' farming activities. The farm's landholding is relatively small compared to neighbouring landowners, and it will therefore have a disproportionate impact on Little Denmead Farm compared to others. There will also be a significant detrimental impact on the remaining parts of the farm as existing fields will be split up, leaving small, irregular shaped paddocks without straight boundaries. This will make it difficult to carry out farming activities as there will be insufficient space for livestock grazing and access will be rendered difficult. There is no other suitable farming land of this size available in the vicinity to replace the land that will be lost. Reducing the farm to just 22 acres means that the farm is	It is not the case that the Applicant has considered only the type (i.e. grade) of agricultural land that would be lost and has failed to consider the effect on the agricultural business that operates on the land. The relevant baseline description of the farm holding affected in set out in paragraph 17.5.1.8 of Chapter 17 of the ES (Soils and Agricultural Land Use) (APP-132) and the impacts during construction at paragraph 17.6.2.10. This states that approximately 12.8 ha (60% of the land holding) will be required temporarily and permanently from Little Denmead Farm, which would be a high magnitude of impact on a low sensitivity holding and give rise to moderate adverse temporary and permanent effects, which are considered significant for the farm. The impact on the land holding has therefore been formally assessed within	The Applicant's reference to Chapter 17 the ES (Soils and Agricultural Land Use) (APP-132) does not deal with the explicit question of **business impact.** Paragraph 17.5.1.8 of Chapter 17 of the ES (Soils and Agricultural Land Use) (APP-132) state that the proposals "*give rise to **moderate** adverse temporary and permanent effects. These are considered to be significant effects on the farm.*" As such, we maintain our representations in this regard. The Applicant has continued to fail to adequately assess the significant harm that the DCO would have on Little Denmead Farm's ability to function. The Applicant has also failed to formally assess the loss of businesses and livelihoods (not only in relation to our Clients but also in general) in the context of the examination into whether the compulsory acquisition powers being sought satisfy the relevant legal and guidance requirements. As such, we maintain our representations in this regard. We are also aware of the information provided by the Applicant in answers CA1 and CA2 of REP2-014. To this we repeat our answers submitted in REP3-043 Comments on the Applicant's Responses (REP2-014) to the Carpenters' Written

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	unlikely to be able to continue to operate as a viable business. The Applicant has failed to adequately assess the significant harm that the DCO would have on the farm's ability to function, considering only the type of agricultural land that would be lost and failing to consider the effect on the agricultural business that operates on that land. Section 5.12 (on page 5-106) of the Applicant's Responses to Relevant Representations **[REP1-160]** does not provide sufficient justification to address these concerns. The response in section 5.12 makes a general reference to Chapter 17 of the Environmental Statement (Soils and Agricultural Land Use) **[APP-132]**, Appendix 27.3 (Cumulative Effects Assessment Matrix (Stage 1 & 2)) (APP-479) and Appendix 27.4 (Cumulative Effects Assessment Matrix (Stage 3 &4)) (APP-480). The Applicant does not however explain how these documents address our Clients' concerns. The response also states that "as discussions are ongoing with landowners, no account has been taken of any potential mitigation measures for land holdings so the assessment in the ES presents a worst case for the effects on farm holdings. Paragraph 17.8.1.6 of Chapter 17 states that 'Mitigation relating to the permanent loss of farmable area to the affected farm holdings are matters of private negotiation and therefore cannot be incorporated into this assessment'. Discussions are ongoing with landowners with regards to acquisition in the hope of reaching	the ES. The Applicant provided further information in relation to the justification for the acquisition of the land and rights for the Application Development in the Converter Station area in answers CA1 and CA2 of the Applicant's Response to Written Representations (REP2-014), the key points of which are repeated below. Plot 1-32 (owned by the owners of Little Denmead Farm), together with Plots 1-20, 1-23 and 1-29 will accommodate the Converter Station, the Telecommunications Buildings, two attenuation ponds, the Access Road and significant areas of landscaping. These are shown on the Indicative Landscape Mitigation Plans for Option B (i) (APP-281) and B (ii) (REP1-137). The land which has been identified as being required is no more than is necessary for the construction, operation and maintenance of the Application Development. The Application Development has been deemed to be Nationally Significant	Representation (REP1-232). This is that, we are fully aware of the facts of what is being proposed on plot 1-32. However, the Applicant has not provided sufficient reasons or any analysis as to why the alternative compulsory acquisition powers we have suggested will not be appropriate, other than state there are "security and safety" reasons. No further detail is provided as to what these security and safety reasons are. We note the reliance placed by the Applicant on the terms of the Direction of the Secretary of State. That reliance remains misplaced. See the terms of the Direction **[APP-111]** and **[AS-039]** and the underlying Statement requesting a Direction **[AS-036]**. The Applicant remains required to justify its Application Development, the terms of the DCO it seeks, and the lawful justification for the authorisation of compulsory acquisition rights in relation to our Clients' land at Little Denmead Farm.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	an agreement with the impacted parties." Firstly, the Applicant needs to demonstrate that the public interest outweighs the harm that will be caused by the exercise of such compulsory acquisition powers, and that those powers being sought are proportionate. The harm that will be caused to our Clients is the loss of their business and livelihoods. Such a significant harm should not be relegated to the subject of private negotiations only, without any assessment by the Applicant, or scrutiny by the ExA. In this regard, we submit that the loss of businesses and livelihoods (not only in relation to our Clients but also in general) needs to be formally assessed and considered in the context of the examination into whether the compulsory acquisition powers being sought satisfy the relevant legal and guidance requirements. Secondly, despite what the Applicant states, there has been very little progress (on its part) in private negotiations with our Clients. We therefore maintain our Clients' objections in relation to business impact. Please see paragraphs 4.5.1 and 4.5.4 of this letter for further details of the lack of engagement with our Clients in relation to reaching a voluntary agreement and in relation to the proposals' impacts on our Clients' business.	Infrastructure and will be capable of meeting GB energy objectives along with numerous other benefits as set out in the Needs and Benefits Report (APP-115) and the Needs and Benefits Addendum - Rev 001 (REP1-135) These clearly demonstrate the national and international benefits of the Application Development, which outweigh the harm caused by the Application Development and justify the interference with human rights for this legitimate purpose in a necessary and proportionate manner. The Applicant has issued revised and improved Heads of Terms to the Landowner at Deadline 3 and the Applicant has requested further information from the Landowner to allow further assessment of the impact on the farm business. A series of weekly calls has also been proposed to progress outstanding matters privately with the landowner and their representatives.	

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	Compulsory Acquisition		
8.	3.6 Our Clients' Relevant Representations **[RR-055]** set out arguments as to why we do not believe the compulsory acquisition powers being sought in relation to Little Denmead Farm are necessary and proportionate. Section 5.20 on page 5-111 of the Applicant's Responses to Relevant Representations **[REP1-160]** refers us to the Statement of Reasons (APP-022). However, there is no explanation provided by the Applicant beyond this as to why the powers are necessary and proportionate and which parts of the Statement of Reasons they consider relevant to our Clients' concerns in this regard. Our Clients' Written Representations submitted at Deadline 1 (document reference number REP1-232) sets out in full why we do not consider the Statement of Reasons adequately addresses our Clients' objections in this regard. We therefore maintain our Clients' objections in relation to the necessity and proportionality of the compulsory acquisition powers being sought, and reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted at Deadline 2) in relation to this issue, and comment further at Deadline 3.	The justification for the proposed grant of powers to authorise the compulsorily acquisition of land and rights in connection with the Application Development, including the reasons why there is a compelling case in the public interest given the national significance of the Application Development, is explained within the Statement of Reasons (SoR) (REP1-025). The Statement of Reasons is not a standalone document and needs to be considered along with other documents, many of which it refers out to, which have been submitted by the Applicant. In this case the Applicant refers specifically to the Needs and Benefits Report (APP-115) and the Needs and Benefits Addendum - Rev 001 (REP1-135) [sic]. These clearly demonstrate both the need for and the benefits of the Application Development. The Applicant provided further	Para 7.2.6 of REP1-025 states that the extent of the land to be affected by the Application Development will be no more than is reasonably necessary in connection with the construction, operation and maintenance of the Application Development and is therefore necessary and proportionate. We note the assertion by the Applicant. It remains necessary for the Applicant to establish the justification for the need for taking our Clients' land comprised of plot 1-32. The Needs and Benefits Report (APP-115) (and the belated Needs and Benefits Addendum – Rev 001 (REP1-136)) do not provide the justification necessary to support the use of compulsory powers of acquisition in relation to the Application Development. We are also aware of the information provided by the Applicant in a response to CA1 and CA2 of REP2-014. We repeat our answers submitted in REP3-043 Comments on the Applicant's Responses (REP2-014) to the Carpenters' Written Representation (REP1-232): we remain aware of what is being proposed on plot 1-32. However, the

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		information in relation to the justification for the acquisition of the land and rights for the Application Development in the Converter Station area in answers CA1 and CA2 of the Applicant's Response to Written Representations (REP2-014), the key points of which are repeated below. Plot 1-32 (owned by the owners of Little Denmead Farm), together with Plots 1-20, 1-23 and 1-29 will accommodate the Converter Station, the Telecommunications Buildings, two attenuation ponds, the Access Road and significant areas of landscaping. These are shown on the Indicative Landscape Mitigation Plans for Option B(i) (APP-281) and B(ii) (REP1-137). The land which has been identified as being required is no more than is necessary for the construction, operation and maintenance of the Application Development. The landscaping measures proposed by the Applicant (in Plot 1-32 as well as Plots 1-38, 1-69, 1-70 and 1-72) reflect extensive engagement with and feedback received from Statutory Consultees such as Winchester City	Applicant has not provided a rational basis or any assessment as to why the alternative extent of powers suggested would not be appropriate. Instead, the Applicant merely asserts there to be generalised "security and safety" reasons. No evidence or particularised detail is provided as to what these security and safety reasons may be. We request clarification from the Applicant in relation to their statement that *'third party rights over these areas would be significantly constrained by the potential presence of the Converter Station … and the landscaping which is to be located on this land in the event of either option, meaning access and enjoyment of the land will not be possible (for both options) once the landscaping to be provided in connection with the proposals is in situ.*' Would the Applicant please specifically explain which areas of land where *access and enjoyment of the land <u>will not</u> be possible due to landscaping?* It is our understanding from the entire above statement is in relation to Plot 1-32 as well as Plots 1-38, 1-69, 1-70 and 1-72. It had been our understanding that landscaping rights were not so prescriptive as to remove rights of access for Plot 1-38, Plot 1-69, 1-70, and 1-72. We have also addressed the Applicant's contentions relating to third party rights in row 5 of our Clients' Deadline 3 submissions (REP3-043), and we maintain those comments.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		Council and South Downs National Park Authority regarding concerns over loss of vegetation in this area and the Applicant's proposals will significantly strengthen the landscape features in this area, providing an important visual screening function, as well as provide biodiversity enhancements, to address the feedback received. Any third party rights over these areas would be significantly constrained by the potential presence of the Converter Station Site (for Option B(i)) and the landscaping which is to be located on this land in the event of either option, meaning access and enjoyment of the land will not be possible (for both options) once the landscaping to be provided in connection with the proposals is in situ. Further information relating to the landscaping measures is provided in the response to query 3.7 below.	
	Landscaping		
9.	3.7 Our Clients' Relevant Representations **[RR-055]** state that the Applicant has failed to justify the need for the laydown area/works compound on plot 1-32 to be required on a permanent basis for *landscaping* and landscaping over a	Plot 1-32 as referred to on the updated Land Plans (REP1-011 and 011a) includes the Converter Station footprint, Access Road, two attenuation ponds and land immediately surrounding such	Our Client's land lies in the setting of the South Downs. The Downs regulator has advised that their advice is to retain the existing situation and address the sensitivities of the farmsteads and the local landscape character. The landscaped area

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	considerable extent of their land. The existing farm landscape is grassed pasture for livestock. Surprisingly, the Application proposed a quite different landscape broken up and comprised of grassland rather than as high screening, with hedges and few trees. There appears no need to acquire permanently their land to then re-provide (newer) grass nor fragment existing field patterns. The Applicant has not provided any justification as to why permanent landscaping rights are required in respect hedgerows and which would prevent our clients from being able to evolve their land for its existing farm purpose. Section 5.25 on page 5-118 of the Applicant's Responses to Relevant Representations **[REP1-160]** states that those rights are required as part of the landscaping strategy to assist with the screening of the Converter Station. The areas of land identified for this purpose are considered to be reasonable and only so much as is necessary and aligns with the scale of the project. The Applicant refers us to section 6.1.7 of the Statement of Reasons (APP-022). However, paragraph 6.1.7 does not contain any relevant explanation or justification; it merely states: "New Landscaping Rights: Rights are sought over the land shown green on the Land Plans for landscaping and ecological measures required in connection with the visual screening of the converter station and at the University of	features. The landscaping on plot 1-32 in the area where the temporary laydown area/works compound is to be located during construction is not "only grassland", it consists of woodland, scrub and hedgerows and new calcareous grassland. The planting serves not just a visual screening function in specific locations but also seeks to connect with Stoneacre Copse (ancient woodland to the south east), addressing concerns over the need to improve connections to nationally important habitats as referred to at the Applicant's Response to Written Representations (4.23) (REP2-014) and responds to LPA management strategy objectives in terms of landscape character (as detailed below) and referred to in Appendix 15.4 of the ES (Landscape Character) (APP-402). • South Downs National Park Landscape Character Area D (D2 Hambledon and Clanfield Downland Mosaic) Management Strategy seeks to conserve and extend areas of unimproved chalk grassland at Butser Hill and species-rich chalk grassland, yew woodland and rare juniper scrub at Old Winchester Hill. The landscape mitigation measures	around the Convertor Station is at odds with the existing situation and appears to be a preferred landscape scheme seeking to justify a larger extent of land take than is necessary for the Converter Station's situation. However, the landscape scheme is not itself nationally important infrastructure but (mere) landscaping of currently open grassland fields used by livestock and able to be used for livestock farming. The Applicant asserts that its proposed landscape appearance is preferable to the existing local landscape of the farmstead. It asserts that that preference for a different local landscape appearance around the Converter Station footprint is necessary and proportionate for the proposed Converter Station. It relies on addressing concerns over the need to improve connections to nationally important habitats as referred to, by a single sentence, in the Applicant's Reponses to Written Representations (4.23) (REP2-014). Whereas livestock can move through open fields presently, they cannot move across the proposed new vegetative barriers indicated on the (indicative unfixed) landscape plans [**REP1-036], [REP1-037]** and **[REP1-137]**. The envisaged new connections do not

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	Portsmouth Langstone Campus adjacent to Furze Lane." To therefore simply state that the rights being sought are required and are reasonable, without any further explanation or evidence to support why they are required and are reasonable, is insufficient. We therefore maintain our Clients' objections in relation to landscaping and reserve their position. We have made further representations in respect of landscaping in our Clients' Written Representations (REP1-232). We will consider the Applicant's responses to those (which are to be submitted at Deadline 2), and comment further at Deadline 3.	seek to support this objective. • East Hampshire LCT 3fi Downland Mosaic (LCA 3fii) Management Strategy seeks to restore hedgerow boundaries to provide visual unity and intactness and increase biodiversity and links to areas of woodland and promote growth of hedgerow trees to be required on a Permanent basis. • Winchester City Council Hambledon Downs 17 (WCTW2) Management Strategy seeks to encourage the extension of existing chalk downland, through agricultural and planning policies (e.g. compensation for unavoidable loss of wildlife habitats resulting from planned development), encourage the protection and conservation of important wildlife and historic features such as ancient hedgerows and woodlands, tracks and historic parks, especially where they provide a link with other semi-natural habitats and conserve and restore the structure and condition of the woodlands through appropriate management such as thinning,	accommodate the existing farmstead connections situation. Further, it is difficult to see what in particular the landscape indications are mitigating at all at the local level of the nearby farmstead. If the purpose of these powers is to improve connections to nationally important habitats, why is the very considerable horizontal breadth over large swathes of our Clients' freehold land proportionate or necessary in the context of the purpose of the Converter Station infrastructure? As the Applicant points to the Needs and Benefits report **[APP-115]** and **[REP1-136]** to indicate the proportionality of its desired acquisition, this needs and benefits report does not encompass the need to create habitat cohesion. In addition, if the Applicant was seeking to create better habitat cohesion with the Ancient Woodland, why can this not be done by means other than compulsory acquisition? The Applicant refers to the South Downs National Park Landscape Character Area D (D2 Hambledon and Clanfield Downland Mosaic) Management Strategy and the desire (not need) therein to conserve and extend Buster Hill and Old Winchester Hill. It is difficult to follow why the Applicant references this Strategy when these distant features that are both over five miles away

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		coppicing, replanting, ride and edge management and the removal of invasive alien species. Revisions to the indicative landscape mitigation plans Figure 15.48 and 15.49 (REP1-036 and 037 respectively) and landscape mitigation plans for Option B(ii) (REP1-137) submitted for Deadline 1 demonstrate further measures to improve connectivity further with the ancient woodland. The Applicant also refers to the Applicant's Response to Written Representations (CA3) (REP2-014) which explains that the proposals also reflect the extensive engagement with, and feedback received from the LPAs and that the proposals strengthen the visual screening function as well as biodiversity enhancement. Permanent landscaping rights re hedgerows: In terms of permanent rights the Applicant also refers to the Applicant's Response to Written Representations (CA4) (REP2-014) which explains LPAs concerns over	from the site and not within the SDNP area. The Applicant references the East Hampshire LCT 3fi Downland Mosaic (LCA 3fii) Management Strategy. We note that the Applicant states that this strategy seeks to restore hedgerow boundaries to provide visual unity and intactness. We note that this strategy is formed for the entire Character Area 3f Horndean – Clanfield Edge and not simply the area around the Lovedean station. It cannot be ascertained how the Applicant plans on increasing already established hedgerows in this area to increase biodiversity. In addition the East Hampshire LCT 3fi Downland Mosaic (LCA 3fii) Management Strategy also asks to conserve the pattern of small assorted [sic] fields and seek to conserve/reinstate hedgerow boundaries and seek to ensure good management of horse paddocks to conserve the rural setting. The Applicant's submissions seem to be in conflict with these considerations. Also, there is also a consideration to monitor the expansion of the urban edge of Horndean and Clanfield to ensure that it does not expand further onto areas of open rolling chalk download. As such we consider that on balance, the Applicant's proposals are more in breach of the East Hampshire LCT 3fi Downland Mosaic (LCA 3fii) Management Strategy than in accordance with it.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		potential loss of vegetation in this area and that Applicant's proposals will significantly strengthen the landscape features in this area, providing an important screening function, to address the feedback received. As such, the acquisition of the rights and restrictions in question is necessary in connection with the Application Development.	In regards to Winchester City Hambledon Downs 17 (WCTW2) Management Strategy, we have been unable to find this document online as so invite the Applicant to provide it as they are seeking reliance on it. In relation to the Applicant's statement that the indicative landscape mitigation plans Figure 15.48 [**REP1-036]** and 15.49 **[REP1-037]** demonstrate further measures to improve connectivity further with the ancient woodland, we again question how this is relevant to the Application Development. The Applicant refers to extensive engagement and feedback with LPAs. We request that the Applicant provide evidence as to the feedback given and where it would state that additional areas of land would have to be compulsorily acquired in order to improve the connectivity of the ancient woodland. Regarding the Applicant's comment on permanent landscaping rights in relation to hedgerows and the provision of a screening function, the Applicant has previously failed to answer our queries in this regard which featured in our written representations. The Applicant has not provided, and has failed to provide, justification for the need for permanent landscaping rights over the full lengths of hedgerows in order for them to provide screening, when the existing hedgerows are *already* fully mature. The hedgerows would

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
			continue to provide screening for the Applicant's Application Development, whether or not the Applicant has rights over that land.
	Relevant Representations not responded to		
10.	3.8 Our Clients' Relevant Representations **[RR-055]** also raised issues relating to access, the proximity of the proposed scheme to the South Downs National Park, why the proposed telecommunications building on plot 1-32 cannot be moved eastwards in order to preserve the paddocks belonging to our Clients, the effect of the proposed scheme on the nature of the area (turning it from an agricultural into an industrial area), and the protection of their human rights. The Applicant's Responses to Relevant Representations **[REP1-160]** do not provide any direct response to these concerns. FROM RR-055: 1. (Access) The proposed acquisition will split up fields (for example the proposed permanent	The Application Development has been deemed to be Nationally Significant Infrastructure and will be capable of meeting GB energy objectives along with numerous other benefits as set out in the Needs and Benefits Report (APP-115) and the Needs and Benefits Addendum - Rev 001 (REP1-135). These clearly demonstrate the national and international benefits of the Application Development, which outweigh the harm caused by the Application Development and justify the interference with human rights for this legitimate purpose in a necessary and	We note the Applicant's response in regards to our very real access concern. However, the Applicant has failed to recognise this concern or to provide credible evidence to justify its conclusions on the impacts that the Application Development will have over access to the farm. We made points in this regard at paragraph 6.5.9 of our Client's Written Representations (REP1-232) and have provided further comments so refer to our comments above relating to business impact. We remain aware of the facts of what is being proposed on plot 1-32. With regard to the Telecommunications Building, the Applicant continues to have failed to explain why the Telecommunications Building cannot be placed slightly east to avoid the break up on an additional paddock and has also failed to establish why the

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	access route (Plot 1-51) will bisect the existing field into two), leaving small, irregular shaped paddocks without straight boundaries, making it difficult to carry out farming activities as there will be insufficient space for livestock grazing and access will be rendered difficult. There is no other suitable farming land of this size available in the vicinity to replace the land that will be lost. Reducing the Farm to just 22 acres means that the Farm is unlikely to be able to continue to operate as a viable business. 2. (Proximity to South Downs National Park) A recent planning application for a battery storage development was refused partly due to the close proximity of South Downs National Park. The Converter Station would hugely impact the area on the very edge of the National Park. Our clients are still willing to work with AQUIND to achieve agreement on reasonable terms to the satisfaction of both parties. However, if agreement is not reached wish to maintain their objection. Our clients reserve the right to make further detailed representations during the Examination stage of the DCO. 3. (Use of Plot 1-32) - Over 30 acres are to be compulsorily purchased (Plot 1-32), representing 58% of the Farm's landholding….. AQUIND have failed to demonstrate that the extent of the compulsory acquisition is necessary and	proportionate manner. 1. Access - The Applicant notes the acquisition of land necessary for the Application Development will split up fields such as in the case of Plot 1-51, which is required for the access road and associated landscaping. This will modify the boundaries of the fields in this area and the resulting boundaries will have a gentle curve. The Applicant recognises the loss of land will have a significant impact on the farm but does not believe the shape of the resulting boundaries and resulting fields will materially negatively impact the ability to use remaining areas. 2. The Applicant acknowledges that the Application Development does lie in close proximity to the South Downs National Park, and as referred to in the Applicant's Comments on Local Impact Reports Table 9.1 paragraph 5.4 (REP2-013) there will be significant effects on the setting of the designated landscape is perceived within 3km of the Converter Station Area. The Application Development has been sited to utilise the topography and	Telecommunications Building cannot be included in the Converter Station compound, a point we established in paragraph 6.5.7 of our Clients' written representations (REP1-232) and not yet acknowledged by the Applicant. We note: the Applicant's comments in regard to the nature of the area; that the Applicant asserts that whilst the area is rural it is dominated by features of undisguised industrial nature. We consider the Applicant's assertion to be enthusiastic: despite hosting overhead pylons, the area of our Clients' land is unmistakably a rural agricultural area.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	proportionate, taking only what is required. For example, AQUIND have failed to demonstrate why the telecommunications building (in Plot 1-32) cannot be situated further east towards the woods, leaving the existing 4 acre paddock intact. AQUIND have failed to justify the need for the laydown area/works compound on the Plot to be required on a permanent basis for landscaping, when such landscaping will only consist of grassland rather than as screening, nor provided adequate justification as to why permanent landscaping rights are required in respect hedgerows which prevents our clients from being able to reshape the remaining parts of the Farm. 4. (Change on nature of the area) The Converter Station is likely to encourage further similar development turning this agricultural landscape into an industrial area.	existing vegetation to partially screen the Converter Station from some angles. It has been carefully designed to take into account impacts on landscape and visual amenity, having regard to siting, operational and other relevant constraints to minimise harm to the landscape and visual amenity, providing reasonable mitigation. With regard to the mitigation proposed, given the necessary size of the Converter Station taking into account its functional requirements it will always have a post mitigation residual impact. It is noted in this regard that NPS EN-1 acknowledges in relation to landscape impact and decision making at paragraph 5.9.8 that "virtually all nationally significant energy infrastructure projects will have effects on the landscape" and that "Projects need to be designed carefully, taking account of the potential impact on the Landscape… to minimise harm to the landscape, providing reasonable mitigation where possible and appropriate." This is the case with the Application Development. 3. The Telecommunication Buildings	

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		were deliberately sited at a lower level to the Converter Station to minimise visual impacts. The buildings were also sited to the west of the Access Road to minimise impacts on Stoneacre Copse ancient woodland working within the offsets and standoffs set based on the range of utilities and landscape and ecological constraints present. As indicated in the revisions to the indicative landscape mitigation plans Figure 15.48 and 15.49 (REP1-036 and 037 respectively) and landscape mitigation plans for Option B(ii) (REP1-137) submitted for Deadline 1, proposed planting in the form of scrub will provide partial screening. As shown on the Indicative Landscape Mitigation Plans for Option B(i) (APP-281) and B(ii) (REP1-137), apart from the Telecommunications Building, Plot 1-32 will also accommodate the Converter Station, two attenuation ponds, the Access Road and significant areas of landscaping. The Applicant considers that the use of these areas for agricultural use would have a material negative effect on the development and retention of the landscaping proposed. Furthermore, the Applicant considers it is necessary to acquire the freehold of the entirety of these areas to prevent	

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		third party access for safety and security related reasons during the construction and operation of the Application Development. 4. As referred to in the Applicant's Comments on Local Impact Reports Table 9.1 paragraph 5.4.2 and Table 11.1 paragraph 2.2 (REP2-013) the landscape of the Converter Station Area immediately around the buildings will change as a result of the development, however the landscape whilst rural is characterised by the existing Lovedean Substation and, particularly the overhead terminal towers / pylons and lines which are of an undisguised industrial nature. As described in ES Chapter 15 (APP-130) paragraph 15.5.3.4 "the existing Lovedean Substation, associated pylons and overhead lines are dominant elements in the landscape of the Converter Station Area and immediate surrounding area."	
	APPLICANT'S RESPONSES TO ExQ1		

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
11.	**MG1.1.2 - siting of the Converter Station** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** The Applicant's response refers to ongoing discussions with landowners in relation to the siting of the Converter Station and that it is confident those negotiations can be concluded in advance of the end of the Examination period. Our Clients have never been contacted by the Applicant to specifically discuss these specific issues. Whilst we share the Applicant's hope to conclude negotiations before the end of Examination, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to starting proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.	The Applicant's agent has specifically discussed Options B(i) and B(ii) with the owners of Little Denmead Farm and their agents at meetings held on 07 March 2019 and 21 August 2019 and with the owners of Hillcrest and Mill View Farm at a meeting on 07 February 2019, in advance of their agents being appointed in September 2019. The issue relating to the siting of the Converter Station is dependent on finalising an agreement to secure the necessary land rights from National Grid to use Plot 1-27. The other plots which the Applicant is seeking to permanently acquire or secure rights over in the Converter Station area are not affected by these discussions as they are required for the Proposed Development irrespective of whether Option B(i) or Option B(ii) is chosen. The Applicant has issued revised and improved Heads of Terms to the Landowner at Deadline 3 and the Applicant has requested further information from the Landowner to allow the impact on the farm business be further considered and assessed. A series of weekly calls has also been proposed to progress outstanding matters privately with the landowner	The Applicant did provide at Deadline 3 revised draft Heads of Terms, which we are currently considering on behalf of our Clients. We reserve the right to make further comments on the Applicant's quality and frequency of engagement should this deteriorate once again. We maintain our Clients' account of the Applicant's engagement.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		and their representatives	
12.	**MG1.1.21 (management under the Outline Landscape and Biodiversity Strategy):** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** The Applicant states that it is in discussions with a number of landowners in the vicinity of the Converter Station Area to agree the acquisition of land and easements to provide the rights required for the long term management of the land, including hedgerows, to enable the implementation and maintenance of the measures set out in the updated Outline Landscape and Biodiversity Strategy **[REP1-034]**. Again, whilst we share the Applicant's hope to conclude negotiations, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to starting proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.	The Applicant has issued revised and improved Heads of Terms to the Landowner at Deadline 3 and the Applicant has requested further information from the Landowner to allow further assessment of the impact on the farm business. A series of weekly calls has also been proposed to progress outstanding matters privately with the landowner and their representatives	The Applicant did provide at Deadline 3 revised draft Heads of Terms, which we are currently considering on behalf of our Clients. We reserve the right to make further comments on the Applicant's quality and frequency of engagement should this deteriorate once again.
13.	**CA1.3.12:** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S**	The proportion of best and most versatile land within the Order limits is 26% rather than 49%. Paragraphs 17.6.6.1 and 17.6.6.2 and Table 17.6 of	The Applicant has not answered the ExA's question: What would the actual effects on availability and productivity on such land be taking a realistic approach to cable routing and

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	RESPONSE: The ExA asked the Applicant: "Why do the Order limits shown on the Land Plans [APP-008] extend to include a large proportion of best and most versatile agricultural land (49% of the agricultural land implicated by the Order)? What would the actual effects on availability and productivity on such land be taking a realistic approach to cable routing and Compulsory Acquisition?" We note the Applicant does not provide a direct response to this question, but instead addresses a wide range of other issues, from extent of engagement carried out, to noise and vibration. We request that a more specific response be provided by the Applicant.	Chapter 17 (Soils and Agricultural Land Use) of the ES (APP-132) indicate that a total of 65.5ha of agricultural land will be required temporarily for the Proposed Development, of which 16.9ha (25.8%) is best and most versatile land. For land required permanently, this proportion is reduced to 20% (5ha of best and most versatile land (Subgrade 3a) from a total permanent agricultural land requirement of 24.9ha). Permanent landtake for Grade 3a land is needed for access and landscaping	Compulsory Acquisition?"
14.	**Engagement** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** Engagement: The Applicant's response mixes up engagement relating to its consultation activities, with initial and cursory engagement it has had to date with our Clients in relation to acquiring Little Denmead Farm by voluntary agreement. The Applicant states it has been in discussions with our Clients since late 2016 to acquire Little	As noted in the submission, the Applicant has been engaged with the owners of Little Denmead Farm since late 2016. The Applicant has offered Heads of Terms to the landowner's agent on March 2017, December 2017, September 2018, November 2018 and November 2019. A further set of revised Heads of Terms have been issued to the landowner at Deadline 3. The certainty about the amount of land over which it is necessary to acquire land and land rights in relation to the Proposed Development has of course	Our Clients and its agents disagree with the Applicant's assertions in relation to its version of how it has seemly engaged with our Clients and we maintain our Clients' account. The Applicant did at Deadline 3 provide revised draft Heads of Terms, which we are currently considering on behalf of our Clients. We reserve the right to make further comments on the Applicant's quality and frequency of engagement should this deteriorate once again.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	Denmead Farm, which included numerous face to face meetings, and that heads of terms offered have been refined, reflecting "increased certainty" in the amount of land over which rights are required. The Applicant also states that its agent has provided regular and detailed updates to our Clients. As a matter of fact, the Applicant's response in these respects is not entirely correct. The Applicant's engagement with our Clients since 2016 has been mainly in relation to its consultation activities and how the proposals have evolved up until submission of the DCO application. The Applicant's engagement has not been focussed on discussing and progressing a voluntary agreement with our Clients in order to avoid the use of compulsory acquisition powers. Our Clients strenuously contend that interactions with them were all one-way conversations by the Applicant, where the Applicant's agents simply told our Clients what the Applicant was proposing on their land at different points in time, what the DCO process involved, and how the proposals were changing. There were no meaningful discussions in relation to acquiring our Clients' land and the rights that the Applicant would need in relation to landscaping if compulsory acquisition powers were to be avoided. Our Clients (and their agents) also deny there were any meaningful discussions about the extent of the landscaping rights being sought through the DCO application. There was a meeting on 21 August 2019 with the Applicant's agents where a passing comment was	increased as the Applicant's proposals for the Proposed Development have evolved, reflecting feedback which has been received from various consultees, including statutory consultees such as Winchester City Council and South Downs National Park Authority, in relation to landscaping and biodiversity measures. In relation to the comments about each set of Heads of Terms being vastly different to the preceding version, the Heads of Terms from March 2017 and December 2017 were offered in advance of the January 2018 consultation and before a decision had been made between the Option A and Option B site. The Heads of Terms from September 2018 were based on acquiring the vast majority of the landowner's land. It should be noted that the amount of land the Applicant has been seeking to acquire the freehold of has not changed significantly since the November 2018 Heads of Terms were issued, seeking to acquire the freehold of 29.4 acres. The Book of Reference (REP1-027) now identifies the amount of land which the Applicant seeks to acquire the freehold of in Plot 1-32 as 124,023m2	

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	made by the Applicant's agent in relation to the extent of landscaping rights the Applicant may need, and the possibility of entering into a covenant in relation to Little Denmead Farm where our Clients were not to cut the hedgerows to below a particular height (e.g. 5m). That discussion was never furthered. Mr Peter Carpenter has also confirmed to us that any previous calls he placed directly to the Applicant or its agents were to seek clarification about the detail of the changing nature of the proposals and not to negotiate terms of private agreement in relation to Little Denmead Farm. The Applicant has also never explained to our Clients why through its DCO application it needs to own the freehold interest to the parts of Little Denmead Farm it only proposes to landscape or create the access road on. Each time the scheme proposals changed, a new set of draft Heads of Terms was sent to our Clients, to the point where it became very confusing for our Clients to understand exactly what the Applicant was proposing. Each draft of the Heads of Terms was vastly different to the previous version (i.e. they were not "refined" to reflect "increased certainty", as the Applicant has put it). That is why there are currently 5 different versions of draft Heads of Terms – each one represented a very different iteration of the pre-application proposals. It is not the case (as the Applicant's response implies) that the same set of Heads of Terms have been negotiated by our Clients since 2016 and that we are now at	which equates to 30.65 acres. As noted above, Applicant has issued revised and improved Heads of Terms to the Landowner at Deadline 3 and the Applicant has requested further information from the Landowner to allow further assessment of the impact on the farm business. A series of weekly calls has also been proposed to progress outstanding matters privately with the landowner and their representatives. The Applicant is also preparing a draft legal agreement for discussion with the landowner and is committed to securing the rights required by agreement, subject to consideration payable for the rights being reasonable	

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	version 5. To date and despite requests from Blake Morgan LLP, the Applicant has not even sent our Clients a first draft of a private voluntary agreement to consider – given that we are 4 years on since consultation commenced, this illustrates how slow the Applicant has been to properly commence any meaningful voluntary agreement negotiations with our Clients. All efforts by the Applicant to progress draft Heads of Terms and a voluntary agreement have ceased since December 2019. Please see Schedule 1 to this letter for a full breakdown of engagement by the Applicant with our Clients' agents and with Blake Morgan. The last draft of the Heads of Terms was sent to our Clients nearly a year ago and despite many chasers, an updated version has to date not been issued. We have also tried to encourage the Applicant to not allow negotiations on value to stall progress on agreeing other terms on a draft legal agreement, but there has been no movement on this by the Applicant despite our requests. The Applicant's response that its engagement with our Clients has been "regular" is therefore inaccurate. It is also inaccurate for the Applicant to state that it "continues to engage with the landowners via their respective agents with the aim of securing a voluntary agreement for the land and land rights required for the Proposed Development." To this end, we respectfully request that the ExA requires the Applicant to fully and properly engage with our Clients immediately, to start legal agreement negotiations, as per our		

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	repeated requests, in order to avoid seeking and using compulsory acquisition powers in relation to Little Denmead Farm.		
15.	**Impact on business:** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** The Applicants' response covers the impacts on our Clients' farming business. The Applicant states that Little Denmead Farm is not a livestock farm and that only a small number of horses are kept on it. This is incorrect, and demonstrates the Applicant's lack of proper and accurate assessment. The threat of compulsory acquisition changed the way Mr Peter Carpenter farms the holding at Little Denmead Farm. He had every intention to erect modern livestock buildings on the holding, however given that he would only be left with 14 acres of grazing (if the DCO is granted and the compulsory acquisition powers are exercised), Mr Carpenter made the early decision that it would not be economically viable to invest in modern livestock housing as he would not have the land to accompany the new buildings. It would have put further financial strain on the farming business. At the time he made that decision, he	The Applicant's assessment of Little Denmead Farm not being a livestock farm was based on the absence of livestock on the farm in recent years, although has acknowledged that there are a small number of horses. Water is used for drinking supply for the horses. Business owners whose property has the potential to be affected by compulsory acquisition are generally advised to continue operating their business, including any plans for expansion, as normal, given there are adequate compensation provisions in place to cover any losses that could be incurred as a result of the effects of the compulsory acquisition on the business. The Applicant is surprised that the landowner has not applied this principle or been advised to apply this principle to protect his position. The Applicant also notes the landowner had substantial plans for expansion of	We are surprised that the Applicant has stated that there are adequate compensation provisions for loss of business. This is subjective and it has not been supported by any evidence. By section 106(1)(c) of the Planning Act 2008, matters relating to compensation may be disregarded. With regard to the Applicant's statement that it "*is surprised that the landowner has not applied this principle or been advised to apply this principle to protect his position*..." is both condescending to our Clients and presumptuous. Our Clients did not have any legal representation when they took the decision to remove their livestock. They did so as lay people who did not understand how DCOs and CPOs work and as people who thought they were about to lose their land soon; it was done out of fear and haste, which they cannot and should not be criticised or penalised for (as the Applicant is now doing). This cannot be used as a reason to conclude that Little Denmead Farm is not a livestock farm and to demonstrate that it is, our Clients will shortly be re-introducing livestock onto its farm.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	was unsure as to whether a private agreement could be reached, and he felt under pressure to act quickly. The decision was also taken not to purchase replacement beef heifers in 2017, as Mr Carpenter knew it would take up to 5 years for those heifers to produce calves and for the calves to be reared for slaughter. With the threat of the use of compulsory acquisition looming, he had no certainty that he would continue to retain freehold ownership of the land to rear and finish those cattle over the next 5 years. Mr Peter Carpenter has continued to farm on Little Denmead Farm, growing and producing hay from the holding. Little Denmead Farm is a pasture farm and has the buildings and facilities to be used for keeping and grazing cattle, sheep or horses. The farm is fenced, with water being supplied to irrigate the fields. Our Clients therefore strongly disagree with the Applicant's statement that Little Denmead Farm is not a livestock farm.	the farming business as set out in the Planning Statement and Agricultural Appraisal submitted in support of a planning application for 'Extension to existing temporary siting of mobile home for agricultural worker' (12_02536_FUL) in November 2012, though it does not appear those plans came to fruition either.	In terms of our Clients' plans for expansion, our Clients are simply waiting to see what the outcome of the current DCO application will be, before committing any further time and money to pursing its expansion plans. It is only sensible and logical to do so given the threat of CPO and the Applicant's aggressive approach in relation to reaching a voluntary arrangement with them.
16.	**Access** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** The Applicant states that in relation to rights for our Clients to cross the access road, such rights "can be provided". This is not reflected in the DCO application documents. We would therefore	The Applicant can confirm the rights for the landowner to cross the access road will be provided, save for any temporary restrictions required for health and safety purposes during the construction period, though it is anticipated the Applicant and landowner will be able to privately agree a suitable working arrangement to manage such occurrences. This point is addressed in	The Applicant did at Deadline 3 provide revised draft Heads of Terms, which we are currently considering on behalf of our Clients. We reserve the right to make further comments on the Applicant's quality and frequency of engagement should this deteriorate once again. We note that the potential provision of access rights to enable their entitlement to return to their

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	question whether this is actually the Applicant's intention. We would also question why, for example, specific reference is not made in the draft DCO **[APP-019]** to make it clear that the owners of Little Denmead Farm will have rights to cross the new access road to the Converter Station. Also, there is a big difference between stating rights to cross "can" be provided, and that they "will" be provided. There has been no private agreement with our Clients or any meaningful negotiation as to how to secure such crossing rights privately. The Applicant has not sent our Clients a first draft of any legal agreement to secure any such rights. On the contrary, the rights and powers the Applicant is seeking across Little Denmead Farm through the DCO application will prevent our Clients from crossing the access road, which is contrary to any statements the Applicant may have made to our Clients privately.	the revised Heads of Terms issued at Deadline 3.	current freehold land (whilst being logically circular) does not resolve all our Clients' access issues. In paragraph 6.7.1 of our Clients' Written Representations (REP1-232), it was explained that the effect of Article 30(3)(a) of the draft DCO (document number 3.1) **[APP-019]** is that the Promoter could take possession of plot 1-71 (the track) for a maximum of 4 years given that the construction and commissioning works for the Converter Station is estimated to take place between 2021 and 2024. This would result in the severe restriction of access for the Clients to their land and for their business (in whatever form that would remain) and these would suffer because heavy vehicles would not be able to access the land they will retain. This resulting situation would be a disproportionate interference with our Clients' interests and rights as no exceptions are available for our Clients to make use of, in order to mitigate the severe impacts. We request that amendments are made to the proposals to allow for heavy vehicles and animals to continue to use this track in our Clients' case, and for practical arrangements to be left to be agreed between the Promoter and our Clients. The Applicant responded at Deadline 2 at para Te1 of document REP2-014 that it would grant our Clients' access over plot 1-71 to resolve these

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
			issues. Regrettably, the revised draft Heads of Terms that have now been sent to our Clients do NOT provide these access rights. The Applicant continues to pay lip service to the approach to the taking of our Clients' land against their will and has failed to do what it has represented to the ExA it would do. This is both surprising and disappointing but appears reflective of the private limited company promoting the Application Development and which appears unaccustomed to exercising discretions in the public interest as opposed to in its exclusively private interest. We therefore maintain our Clients' representations in this respect.
17.	**CA1.3.14:** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** The ExA asked the Applicant: "*The Relevant Representations from Mr and Mrs Carpenter [RR-054] and Little Denmead Farm [RR-055] raise significant objections with regards to Compulsory Acquisition of farmland and the rights for landscaping around the Converter Station.*	The Applicant refers to the answer provided at 4.5.1 above and will continue to engage with the landowner and its advisors to agree the rights required by voluntary agreement, subject to consideration payable for the rights being reasonable.	The Applicant's response does not provide what the ExA has asked for, which is a detailed justification as to the assessment and approach to compulsory acquisition in relation to Little Denmead Farm. The answer the Applicant refers the ExA to relates alone to the Applicant's subjective perspective of how it views its engagement in discussions with our Clients. This approach, however, remains not relevant for the purposes of the ExA's question (please see row 14 of this Table relating to

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	Notwithstanding the response to Relevant Representations required at Deadline 1, please provide detailed justification as to the approach to Compulsory Acquisition with respect these landholdings and respond to the Compulsory Acquisition concerns raised by the landowners, including the concerns of limited consultation and engagement with them despite their land appearing critical to the success of the Proposed Development." The Applicant's response to this effectively repeats its responses to question CA1.3.12 **[REP1-091]**. Without wishing to repeat our comments, we refer to our comments at paragraph 4.5 of this letter		engagement).

Blake Morgan LLP

17 November 2020

Submitted in relation to Deadline 4

SCHEDULE 2 TO COVERING LETTER

Date: 17 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

Summary of the Status of the Carpenters' Written Representations in Light of the Applicant's Responses Submitted to Date During the Examination
Submitted in relation to Deadline 4 of the Examination Timetable

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 4 (17 NOVEMBER 2020)

SUMMARY OF THE STATUS OF THE CARPENTERS' WRITTEN REPRESENTATIONS IN LIGHT OF THE APPLICANT'S RESPONSES SUBMITTED TO DATE DURING THE EXAMINATION

To assist the Examining Authority ("ExA") with where our Clients are so far in relation to the Applicant's responses to their Written Representation (REP1-232), we set out below in summary our Clients' contentions and whether the Applicant has addressed these concerns, or not, or incompletely in order to assist the ExA in identifying the remaining outstanding issues.

	Summary of argument	**Status**
	Landscaping	
1.	The Landscaping images are illegible. Requested that the Applicant provides larger scale images of the illustrative landscape mitigation plates shown in paragraph 7.4 of the Design and Access Statement (document number 5.5) **[APP-114]** or confirm whether these plates are available on a legible larger scale in another Application document. (REP1-232 Para 4.7)	**NOT RESOLVED** The Applicant has failed to address this request for evidence in its Deadline 2 response (REP2-014) We repeated our request in our Deadline 3 submission (REP3-043) that the Applicant address this point. We maintain our request.

	Compulsory Acquisition	
2.	Lawful Justification for use of the Proposed Compulsory Acquisition Powers As the ExA will know but so as to remind the Applicant, the taking of land of a party against its will is the most draconian interference of land rights and the law safeguards against unlawful takings. We have requested the Applicant to provide lawful justification for the envisaged extent and scope of compulsory acquisition powers sought for the Application Development in relation to our Clients' freehold land. For example, the extent of the freehold interest envisaged to be compulsorily acquired in plot 1-32 is currently not justified and so must be limited to the footprint of the Converter Station. (REP1-232 Para 6.5.1)	**NOT RESOLVED** The Applicant has not provided justification for the extent of land envisaged to be taken against the will of our Clients, nor for the scope and nature of the envisaged rights, beyond mere preference for a different landscape appearance extending over a wide area, a desire for unnecessary fibre optic cables and related unmanned Telecommunications Buildings and spur road, and a single use construction access leading to an unmanned Convertor Building. It remains difficult to see how the ExA can lawfully recommend confirmation of section 122 PA 2008 powers, or evaluate the unnecessary fibres for commercial telecommunications (and related infrastructure) as associated development (underpinning section 122 considerations). In REP2-014, the Applicant sidestepped engaging with justifying its envisaged taking of our Clients' land and explained the powers it was seeking in relation to plot 1-32 which we are already aware of. This was a surprising generalised response and without particularisation. The Applicant's response in REP3-014 was an explanation that the justification was contained in the Statement of Reasons (REP1-025) and further that that document is not a standalone document and needed to be considered along with other documents, with the Applicant specifically referring to the Needs and Benefits Report (APP-115) and the Needs and Benefits Addendum - Rev 001 (REP1-135) [sic]. Whilst our Clients' recognise the novel iterative to the envisaged taking of our Clients' land against their will in contrast to the orthodox position whereby (for example) a public authority may be expected to have its case for compulsory acquisition lawfully justified before it starts the authorisation of acquisition process, it remains not justified in extent of area, and scope and nature of rights. The position remains that the extent and scope of acquisition powers cannot be authorised under section 122 of the Planning Act 2008 in relation to our Clients' land.

		We request that the ExA be particularly astute to the seeking by a private limited company of draconian powers by which to take land in the absence of lawful and rational justification. The law does not require our Clients to defend their land from compulsory acquisition in order to avoid authorisation of powers. At about the mid-point of the Examination Hearing process, the extent of land take remains in flux (see the Applicant's Proposed Changes to the Application Area (3rd November 2020) **[REP3-016]**. In relation to Proposed Change I, the Applicant's envisaged land take is too small and requires to be increased. In relation to our Clients' freehold land, the Applicant's envisaged land take remains incomplete in relation to its justification. There remains as at the 17th November 2020 no evidence to justify the extent and scope of the envisaged acquisition. The Applicant has not established why it is necessary (and thereafter, proportionate) to acquire the extent of the freehold interest in the entirety of plot 1-32, being a very much greater extent than the proposed footprint of the Converter Station. In this respect, that Converter Station is envisaged to be an unmanned building and so, once built, any regular access would be very limited to mere maintenance. The Applicant has asserted there being "security and safety reasons" for requiring the freehold to the entirety of plot 1-32 but we do not understand that the Converter Station building would be openly accessible but for the wider land take and would be fitted with lockable doors. Other than this, evidence remains unprovided to justify the wide extent and nature of powers sought by the Applicant and no explanation why it cannot modify its powers so that it only acquires the freehold interest covering the footprint of the Converter Station. The initial Needs and Benefits Report (APP-115) (very recently amplified by the Needs and Benefits Addendum – Rev 001 (REP1-136)) do not justify the extent of the land take envisaged nor the scope of powers. The reliance placed by the Applicant on the scope of the Secretary of State's Direction **[APP-111]** and **[AS-039]** is misplaced. We note that our concerns align with those of the ExA which has also asked the Applicant to provide lawful justification for the use of compulsory acquisition powers over our Clients' land in its (very) First Written Questions (CA1.3.14)

		[PD-011]. Surprisingly, but in line with its underlying lack of justification for the taking of the extent and scope of our Clients' land, the Applicant's response in Table 2.5 of REP3-014 refers to its efforts to reach a private agreement. We therefore maintain our representation in this respect and envisage proposing changes to the draft DCO **[REP3-003]** as to the extent and scope of land envisaged to be taken and the scope of the Application Development to align with the development lawfully requiring development consent.
3.	Justification for Compulsory Acquisition of Freehold Interest of Land to be Landscaped Requesting justification for acquiring the freehold interest of the remaining land in plot 1-32 that will be landscaped. (REP1-232 Para 6.5.2)	**NOT RESOLVED** The Applicant has not provided a response to this. The Applicant's position appears to be that a large landscape belt is envisaged around the Convertor Station so as to mitigate the impact of that large building on the National Park's setting i.e. without that landscape belt, the effect would be material and the impact weight against the project. This raises consideration of whether alternative locations not requiring landscaping have been lawfully addressed, and the question of whether landscape mitigation measures for a project (as opposed to the project elements itself) can lawfully justify here the taking our Clients' land against their will. The Applicant's generalised response in Table 2.5 of REP3-014 refers our Clients simply to numerous 'strategy' documents of various local authorities which has formed the basis for the detail of the proposed landscaping, but the Applicant fails to justify a logically prior matter: why do they need to compulsorily acquire our Clients' freehold interest for landscaping when the land is undeveloped? They have explained why they are proposing to landscape the land in this way, but have not provided a justification for these particular compulsory acquisition powers in respect of the Application project elements. The genesis of this particular mitigation measure therefore remains opaque. For example, no justification has been given by the Applicant for why it needs to compulsorily acquire the extent of the area of land located to the west of Stoneacre Copse and east of the access road or the area of land situated to the west of the access road, north of the Telecommunications Building when such areas of land will only be used as grassland. The Applicant seeks to establish that the acquisition of land and rights around the Converter Station footprint is necessary and proportionate for the

		development so that the Applicant can address concerns over the need to improve connections to nationally important habitats as referred to, by a single sentence, in the Applicant's Reponses to Written Representations (4.23) (REP2-014). If the purpose of these powers is to improve connections to nationally important habitats, why is this proportionate and necessary in the context of the purpose of the infrastructure? As the Applicant points to the Needs and Benefits report **[APP-115]** to indicate the proportionality of its desired acquisition, this needs and benefits report does not extend to the need to create habitat cohesion. In addition, if the Applicant was simply seeking to create better habitat cohesion with the Ancient Woodland, why can this not be done by means other than acquisition? We maintain our representation in this respect.
4.	Alternative Compulsory Acquisition of Landscaping Rights The Applicant should seek to compulsorily acquire new landscaping rights over the part of plot 1-32 to be landscaped (rather than permanent acquisition of the freehold interest). (REP1-232 Paras 6.5.3 & 6.5.4)	**NOT RESOLVED** In line with its generalised approach, the Applicant has not provided a particularised response to this. The responses we could locate were CA1, CA2 and CA3 of REP2-014, but they do not directly relate to this representation. Therefore, the Applicant continues to be unable to particularise its case in relation to our Clients' land. We have reviewed the updated Outline Landscape and Biodiversity Strategy in REP1-034 but it does not provide the information to justify the extent or scope of the envisaged enforced land take and is (another) 'strategy' document. A less intrusive means to ensure landscaping would be for the Applicant to seek (or the ExA to restrict the scope of rights to) a right to enter and establish and periodically maintain landscaping for a period over our Clients' land in conjunction with its subsisting freehold use for pasture and animal use. We proposed that, if the Applicant can lawfully justify the extent of land necessary, then the Applicant be restricted to relying on landscaping rights (rather than compulsory acquisition of the freehold to the entire area of plot 1-32).

		We note that it is logically inconsistent to substitute a third party farmer or agricultural contractor in place of our Clients who remain the farmers of their freehold land. In this respect we note that: (a) the frequency of landscaping management activities is envisaged to be up to twice a year; (b) the proposed landscaping be natural landscaping (not ornamental); (c) agricultural contracting businesses is a broad category that can cover a whole manner of activities and not necessarily specialise in landscaping; (d) the Applicant envisages taking our Clients' freehold interest in their land in order to grant a landscaping contract to another farmer whereas that very proposal by the Applicant justifies it not taking the freehold of our Clients' land because a mere change in the identity of a person could not justify a draconian taking of land; and (e) whereas the Applicant continues to refuse to engage with our Clients, it has not been suggested that landscaping access terms could not be agreed. There remains no need for the Applicant to own the freehold interest to parts of plot 1-32 that are to be planted up for landscaping. The envisaged taking of freehold land for the mere planting in the land surface of plants remains not justified and could be ensured by lesser rights over land. We maintain our representation in this respect.
5.	Alternative Landscaping Rights Protected by Article 23 of the Draft DCO **[APP-019]** There is therefore no need for the permanent compulsory acquisition of the freehold interest in the entirety of plot 1-32. Alternative landscaping rights over the relevant parts of plot 1-32 would be protected by Article 23 which includes powers to impose restrictive covenants, prevent operations which	**NOT RESOLVED** The Applicant has not provided a response to this. The closest generalised responses we could find were CA1, CA2 and CA3 of REP2-014, but they do not directly relate to this representation. We maintain our representation in this respect.

	may obstruct, interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land. (REP1-232 Para 6.5.5)	
6.	Alternative Compulsory Acquisition of New Access Rights The Applicant could compulsorily acquire new rights of access to the part of the new access road in plot 1-32 instead of compulsorily acquiring the freehold interest. (REP1-232 Para 6.5.6)	**NOT RESOLVED** No response provided. We therefore maintain our representation.
7.	Compulsory Acquisition – Telecommunications Building The Applicant has failed to demonstrate that the extent of the compulsory acquisition is proportionate, taking only what is required, in relation to the Telecommunications Building (plot 1-32) with no explanation as to why this building cannot be situated further east or located within the Converter Station compound. (REP1-232 Para 6.5.7)	**NOT RESOLVED** The Applicant has explained in Table 2.5 of REP3-014 that it needs to situate the Telecommunications Building to minimise visual impacts and to minimise impacts on Stoneacre Copse. (Leaving aside the absence of lawful justification for this Telecommunications Building and its cabling), the Applicant fails to justify the basis for the great distance between it and the Converter Station building and the basis for the Telecommunications Building situation farther west from the envisaged (temporary) access road to avoid the fragmentation of an additional paddock. The Applicant has failed to evidence the physical need for any gap between the Converter Station and the Telecommunications Building, a point we raised some time ago in paragraph 6.5.7 of our Clients' written representations (REP1-232) and not yet acknowledged by the Applicant. The Telecommunications Buildings are also unnecessary because they are parasitic on the unnecessary fibre optic cables, being "required solely in connection with the commercial use" of the fibre. See paragraph 5.4 of the "Statement in Relation to FOC", Document Ref: 7.7.1 **[REP1-127]**. The spur road serving the Telecommunications Buildings is also unnecessary, being parasitic on the situation of the Telecommunications Buildings, it is difficult to see how there is any justification for a spur road to it. Similarly, once erected, the Convertor Station (and Telecommunications Buildings) will be

		unmanned. Since such buildings would not be manned, it is difficult to see how a permanent spur or access road could be justified instead of a less intrusive temporary road for construction purposes. We therefore maintain our representation.
8.	Compulsory Acquisition – Powers of Temporary Possession Questioned the need to compulsorily acquire our Clients' freehold interest in the entirety of plot 1-32 if the Applicant would have powers of temporary possession should it only compulsorily acquire new landscaping rights and new access rights over the majority of plot 1-32. (REP1-232 Para 6.5.8)	**NOT RESOLVED** No response provided. We therefore maintain our representation.
9.	Compulsory Acquisition – Business Impact Reducing Little Denmead Farm to 22 acres renders it an unviable business as a livestock farm with a significant detrimental impact on the remaining parts of the farm (with existing fields split up, leaving small, irregular shaped paddocks, making it difficult for livestock to graze and insufficient space for livestock to graze, rendering access difficult) with no other suitable farming land of this size available in the vicinity. Paragraph 17.9.1.3 of Chapter 17 of the Environmental Statement (document number 6.1.17) **[APP-132]** refers to farms being affected but it is impossible to know which farms are being referenced. Applicant requested to explain what its assessment of Little Denmead Farm is in this context. The Applicant has failed to adequately assess the significant harm the proposals would have on the ability of our Clients' business to continue, considering only the type of agricultural land that would be	**NOT RESOLVED** In Table 2.5 of REP3-014 the Applicant responded by asserting that its relevant baseline is its description of the farm holding affected as it set out in paragraph 17.5.1.8 of Chapter 17 of the ES (Soils and Agricultural Land Use) (APP-132) and the impacts during construction at paragraph 17.6.2.10. This states that approximately 12.8 ha (60% of the land holding) will be required temporarily and permanently from Little Denmead Farm, which would be a high magnitude of impact on a low sensitivity holding and give rise to moderate adverse temporary and permanent effects, which are considered significant for the farm. The Applicant further states that the impact on the land holding has *therefore* been formally assessed within the ES. The Applicant's reference to Chapter 17 the ES (Soils and Agricultural Land Use) (APP-132) does not deal with the particular question of **business impact** arising from the Application Development and the proposed compulsory acquisition of our Clients' freehold land. Paragraph 17.5.1.8 of Chapter 17 of the ES (Soils and Agricultural Land Use) (APP-132) state that the proposals "*give rise to **moderate** adverse temporary and permanent effects. These are considered to be significant effects on the farm.*" As such, we maintain our representations in this regard. The Applicant has continued to fail to adequately assess the significant harm that the DCO would have on Little Denmead

	lost and failing to consider the effect on the agricultural business that operates on that land. (REP1-232 Para 6.5.9)	Farm's ability to function as a whole as a single farm business. The Applicant has failed to assess the loss of business and livelihood (in relation to our Clients and also in general) in the context of the examination into whether the compulsory acquisition powers being sought satisfy the relevant legal and guidance requirements (as opposed to compensation). The Applicant asserts that Little Denmead Farm is not a livestock business. This assertion is incorrect. Our Clients' farm remains capable of livestock farming at all times, save only that livestock be situated on their land. As they have explained in REP2-027, the sole reason why there is currently no livestock on their farm is because they previously sold their livestock in the foreshadow of the Application out of fear and misunderstanding when they were first notified of the DCO application and the threat of compulsory acquisition first arose. Surprisingly, the Applicant has criticised our Clients for doing this in Table 2.5 of REP3-014, which is also disappointing as our Clients did not have the benefit of any legal representation at that time and were merely behaving as any other lay person would reasonably do in those circumstances of such a threat to their ongoing business. The Applicant's assertion that our Clients' farm is not a livestock farm business relies on a bootstraps argument and is otherwise without real foundation. As such, we maintain our representations in this regard.
10.	Compulsory Acquisition – Alternative Power of Temporary Possession Articles 30 and 32 of the draft DCO **[APP-019]** introduce uncertainty, and to a large degree, over what land within the Order Limits that our Clients will retain its freehold ownership of (plots 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72). Not knowing whether in practice the Applicant could take temporary possession of these plots too will make it impossible for our Clients to plan ahead or to assess how soon they could be to losing their business. The effect of Articles 30 and 32 is not accurately reflected in the Land Plans (document number 2.2) **[APP-008]** or the Book of Reference (document number 4.3) **[APP-024]**.	**NOT RESOLVED** No response provided. We therefore maintain our representation.

	Request that the relevant Land Plans and that the Book of Reference be amended to make it clearer that many more plots of land are under the threat of temporary possession. (REP1-232 Para 6.5.10)	
11.	Restoration of Land Used Temporarily for Construction Requirement 22 of Schedule 2 to the draft DCO **[APP-019]** does not state how the "former condition" is to be assessed and by whom, nor is there any requirement on the Applicant to agree with the relevant owner of land what the "former condition" is. Request amendment to Requirement 22 to oblige the Applicant to obtain an independent and suitable assessment to establish the baseline condition of the relevant land before temporary possession and use commences. (REP1-232 Para 6.7.2)	**NOT RESOLVED** The OOCEMP referred to in the Applicant's response (REP1-087) contains limited reference to restoration provisions. The Applicant's Response contains gaps and is inadequate in failing to provide detail and fails to address important landscape and ecological elements that would be reasonably expected to be included in the justification for taking our Clients' land against their will and reduce the long term impacts on our Clients. We therefore maintain our representation.
12.	Exploration of all reasonable alternatives to compulsory acquisition. There has been very little negotiation with our Clients or effort by the Applicant to reach a voluntary arrangement and avoid seeking compulsory acquisition powers. Request that the Applicant be required by the Secretary of State to put more effort and time into seeking a voluntary arrangement with our Clients. (REP1-232 Para 6.8)	The Applicant has provided its own perspective of its engagement with our Clients in Table 2.5 of REP3-014. Our Clients disagree with the Applicant's account of fact. The Applicant has, for the very first time, however, soon after Deadline 3 suddenly sent us revised draft Heads of Terms which we are currently considering on behalf of our Clients. We, however, reserve the right to make further comments on the Applicant's quality and frequency of engagement should this deteriorate once again.
13.	Compulsory Acquisition – Impact on Human Rights Articles 1 and 8 of the European Convention on Human rights have been infringed due to:	**NOT RESOLVED** No response provided. We therefore maintain our representation.

	(a) the Applicant not seeking to minimise the amount of land it needs to compulsorily acquire; (b) Less intrusive measures being available – the Applicant does not have to compulsorily acquire all of our Clients' freehold interest and less intrusive compulsory acquisition powers can be sought; and (c) there is no compelling case in the public interest for the extent of the powers being sought with the harm outweighing the potential societal gain. The Applicant has therefore not met the requirements of law and Guidance (REP1-232 Para 6.9)	These Articles remain, surprisingly but not unexpectedly, unsatisfied as at Deadline 4.
	Access & Rights of Way	
14.	Access to Track Requested amendments to the proposals to allow our Clients to continue to use the track in plot 1-71 for heavy vehicles and animals where Article 30(3)(a) of the draft DCO **[APP-019]** currently allows the Applicant to take possession of the track for up to 4 years during construction and commissioning works. Heavy vehicles would not be able to access the land our Clients would retain. This is a disproportionate interference with our Clients' interests and rights as no exceptions are available for our Clients. Amendments to the proposals were requested to allow for our Clients' heavy vehicles and animals to continue to use this track.	**NOT RESOLVED** The Convertor Station is envisaged to be an unmanned building once completed and so access to its perimeter would necessarily be limited to periodic maintenance and inspection. No decommissioning is envisaged by the Application nor has it been justified. It can, therefore, be anticipated that the Converter Station would remain in perpetuity. There appears to our Clients' no rational basis for the maintenance of a permanent access way over their land between the highway and the Station footprint after its erection. Rather, there is no reason why no more than access rights for maintenance (but not for decommissioning) may be required. This would reduce the extent of land take and the scope of rights sought to be taken also whilst simultaneously enabling our Clients' to maintain their farming

	(REP1-232 Para 6.7.1)	business, raise livestock and live in their Farm (instead of it being decimated and destroyed as a going concern). The Applicant responded at Deadline 2 at para Te1 of document REP2-014 that it would grant our Clients access over plot 1-71 to resolve these issues but this puts the cart before the horse and avoids the logically prior justification for the prior taking of our Clients' freehold land in the first place. Further, the revised draft Heads of Terms that have now been sent to our Clients **do NOT** provide these access rights. The Applicant has therefore failed to do what it has told the ExA it would do. We therefore maintain our Clients' representations in this respect.
15.	Temporary Stopping UP of Footpath 4 and Footpath 16 Footpath 4 and Footpath 16 could be temporarily stopped up for up to 4 years, making it near impossible for our Clients to operate a reduced-scale farming and agricultural business with potential loss in income and livelihood. Paragraph 22.6.5.12 of chapter 22 of the Environmental Statement (document number 6.1.22) **[APP-137]** states that there is an alternate route via PRoW 19 and 28. In our Clients' case, given their age and health conditions, PRoW 19 and 28 will not be alternate routes due to their distance. (REP1-232 Para 7.8)	**NOT RESOLVED** The Applicant has artificially restricted its discussions to state that it will discuss with our Clients to attempt to agree suitable measures to accommodate access. The Applicant appears to consider that the authorisation by the Secretary of State (following a recommendation from the ExA) to obtain compulsory purchase powers over the whole of our Clients' land for the Application Development is a given. We request that the ExA scrutinise with care the Applicant's case for its Application Development and the extent of land take and range of rights sought through the appropriate lens of compulsory acquisition. Given the Applicant's (at best) 'lip service' approach to privately agree terms thus far at Deadline 4, we therefore maintain our representation that amendments be made to the draft DCO **[REP3-003]** to align its terms to the lawful extent of the Application Development and to such of the compulsory purchase powers as may (or may not) be justified and, if so, that express rights of access are granted to our Clients.
16.	Access for Horse and Larger Vehicles	**NOT RESOLVED**

	Article 13(3) of the draft DCO **[APP-019]** does not extend to granting our Clients access for their horses or larger vehicles which must use Footpaths 16 and 4. (REP1-232 Para 7.9)	The Applicant has stated that it will only discuss with our Clients to attempt to agree suitable measures to accommodate access. Given the Applicant's minimal attempts at engaging in reaching a private agreement thus far we therefore maintain our representation that amendments be made to the draft DCO **[REP3-003]** so that express rights of access are granted to our Clients.
	Noise & Vibration	
17.	Analysis of Effects of Noise on Little Denmead Farm Chapter 24 of the Environmental Statement **[APP-139]** lacks a simple analysis of what the data presented for Little Denmead Farm as sensitive receptor R5 mean and lacks an explanation as to how the Applicant concluded that overall noise effects from the proposed works and the operation of the Converter Station would be "negligible". (REP1-232 Para 8.1)	**NOT RESOLVED** Whilst the Applicant refers to some mitigation measures in REP2-014 and in REP3-014, it does not justify how they will mitigate the noise and vibration impacts in relation to Little Denmead Farm itself. For example, the second paragraph of Table 5.17 of REP1-160 seems to be a restatement of the Applicant's assertion that operational noise effects are expected to be negligible, and it does not address our request for a specific explanation as to how our Clients' concerns relating to Little Denmead Farm have been addressed and assessed. Similar arguments have already been responded to by us at rows 16, and 29 of our REP3-043. The Applicant has also referred us to the non-technical summary of Chapter 24 of the Environmental Statement **[REP1-079]**. Chapter 24 of the Non-Technical Summary (REP1-079) does not provide the information and clarity we requested in relation to Measurement Point 1 and R5. It does not contain any further explanation of the conclusion that there will be a negligible effect in relation to these two specific receptors. For example, paragraph 24.3.1.2 of REP1-079 states that *"Additional construction stage mitigation, such as consideration of programme changes to reduce **residents'** noise exposure, is also specified **for some areas of construction** where work is being undertaken during sensitive periods and/or very close to sensitive receptors.."* but it does not state which residents and which sensitive receptors will benefit from this. Paragraph 24.3.1.3 of REP1-079 also states *"Additional mitigation has been recommended to reduce Converter Station noise levels **at one receptor**."* Do these relate to Little Denmead Farm?

		We therefore maintain our representation.
18.	Noise from Vehicular Movements Paragraph 3.7.1.3 of Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that Converter Station Area construction works will take place in 10-hour shifts over six days a week, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel. This will cause significant noise impacts for our Clients, given their proximity and health issues. (REP1-232 Para 8.2)	**NOT RESOLVED** Chapter 24 of the ES **[APP-139]** lacks an analysis in layman's terms of what all the different sets of data presented for receptor R5 (Little Denmead Farm) mean and an explanation as to how the Applicant concluded that overall noise effects from the proposed works and the operation of the Converter Station would be "negligible". We asked the Applicant to explain how it reached the conclusion that there would be no significant effects on Little Denmead Farm where there will be 10-hour construction work shifts over six days a week, between 8am and 6pm, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel, all taking place within 300m of Little Denmead Farm. The Applicant has failed to provide an explanation. For example, the Applicant in Table 2.5 of REP3-014 refers us to Table 5.15 of REP1-160 which refers to conclusions relating to the prospect of building damage as a result of noise and vibration, whereas our Clients' concerns stretch to wider impacts on their amenity and livestock land use. The Applicant's provision of additional references in Table 2.5 of REP3-014 (to information relating to noise and vibration predictions) does not answer the points we have made in relation to our Client's health. The Applicant stated in Table 2.5 of REP3-014 that the data collected during the Applicant's baseline noise survey were used to inform the noise criteria used in the operational assessment of converter station noise and that for the operational assessment, the term 'negligible' is used to describe an effect where the noise level from the Converter Station is equal to or below the noise assessment criterion (i.e. does not exceed the existing background noise level at a given receptor). To summarise, Tables 24.21 to 24.24 of Chapter 24 of the ES (APP-139), in relation to our Clients. 1. Construction of main site access road – 55dB – Negligible 2. Establishment of car parking and site welfare area – 53dB negligible

		3. Construction of substructure of telecommunications buildings – 53dB – negligible 4. Construction of superstructure of telecommunications building – 52dB – negligible 5. Landscaping car parking and site welfare area – 52dB – negligible We question why the impact of the building of the substructure and the superstructure of the converter station for receptor R5 (Little Denmead Farm) has been excluded from Tables 24.22 and 24.23 **[APP-139]**. We therefore maintain our representation.
19.	Noise Reduction Methods Questioned whether a 300m distance was an appropriate maximum distance to measure sensitive Receptors from (given our Clients' residential properties lie within 300m of the construction activities). Requested the Applicant to explain the basis of selecting this distance. Asserted that an estimated 3-year construction and commissioning period for the Converter Station is not a "temporary" period of time and exposure to noise impacts for such a long period of time, would cause significant harm which has not been adequately assessed. Applicant requested to explain what specific noise reduction methods it would apply in relation to our Clients given their circumstances and location. (REP1-232 Para 8.3)	**NOT RESOLVED** The Applicant's response in Table 2.5 of REP3-014 that the justification for undertaking noise predictions for all receptors within 300m of a given construction activity follows the guidance in BS 5228, and clarified that where a receptor is located closer than 300m from a given construction activity, the actual distance between the construction activity and the receptor has been used to predict the noise level at that receptor. The Applicant further stated that environmental effects are classified as either permanent or temporary, and permanent are those changes which are irreversible or will last for the foreseeable period and that construction noise and vibration activities are considered to be temporary effects which is an accepted EIA approach and that due to the negligible construction noise and vibration effects identified at Little Denmead Farm, no additional noise mitigation measures to those contained in the Onshore Outline CEMP (REP1-087) are considered necessary. We note that paragraph 24.4.2.6 of the Environmental Statement (APP-139) explains that BS 5228-1 states that construction noise predictions at distances over 300m should be treated with caution due to the increasing importance of meteorological effects and uncertainty regarding noise attenuation over soft ground. Furthermore, given the large distances involved, no significant construction effects would occur at distances beyond 300m. However, this does not answer our initial argument of why a lesser distance was not chosen that might have been more representative of the receptor sites, rather than

		selecting a distance of 300m which is just on the borderline of the warning relating to using this standard. With regard to the Applicant's response as to what is "temporary", paragraph 4.2.4.1 of the Environmental Statement (APP-119) states that the duration of effects lasting between 1 and 5 years are classed as "medium term". The 3 year construction period will therefore be a medium term effect. That in itself sounds more serious than a "temporary" effect. The Applicant also, yet again, makes a blanket reference to a large section of the Environmental Statement (para 24.6.2 of APP-139) that we are already aware of and that our Clients' written representation **[REP1-232]** is based on in this regard. No attempt has been made by the Applicant in its response to demonstrate it has adequately assessed the specific impacts on our Clients. Simply telling us which large section we need to read (already knowing we have read it) is not enough. The Applicant remains unable to explain **why and how** it has concluded that the effects of noise and vibration will be negligible specifically in relation to Little Denmead Farm and our Clients' specific health conditions, based on the technical analysis contained in Chapter 24 of the ES **[APP-139]**. The Applicant continues to merely state they will be negligible. We therefore maintain our representations in this regard.
20.	Responding to Noise Complaints There is no obligation in the 'Community Liaison' section of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** to take positive steps to deal with source of noise complaints, only a 'review'. (REP1-232 Para 8.4)	**NOT RESOLVED** The Applicant responded in Table 2.5 of REP3-014 that section 5.12 of the Onshore Outline CEMP (REP1-087) will require all on-site contractors to follow Best Practicable Means, as defined in the Control of Pollution Action 1974 and that in the event of a noise complaint, the contractor will review and ensure that working practices are mitigating noise and vibration as far as reasonably practicable and that the detailed CEMP will contain detailed information on a procedure in the event of complaints, to be agreed in consultation with local planning authorities' environmental health departments. The Applicant's response does not address the gap we have identified. There has been no change in that section to create an obligation to take positive steps to deal with the source of a complaint, and any detailed CEMP will need to be in line with the provisions of the outline CEMP **[REP1-087]**. The possibility of

		a complaints procedure is toothless and so not relevant to the concerns we are raising because it still does not oblige positive steps to be taken to resolve issues that arise. We therefore maintain our representations in this regard.
21.	Noise from Vehicular Movements Requested that the Applicant confirms whether the analysis in the noise chapter of the Environmental Statement (chapter 24) **[APP-139]** takes into account the HGV movements and employee car movements and explain what specific noise mitigation measures will be put into place for residents who live directly next to plot 1-32. (REP1-232 Para 8.5)	**NOT RESOLVED** The Applicant responded in Table 2.5 of REP3-014 that the construction stage road traffic noise assessment has accounted for the construction traffic (both HGV and employee car movements) created by the Converter Station and Onshore Cable Corridor construction activities on the wider road network (Paragraph 24.4.4.4 of Chapter 24 of the ES (APP-139)), but the use of the Converter Station access road had not been included in the noise and vibration assessment. This is surprising, not least because our Clients' land remains a livestock farm and livestock kept on the land would be alarmed by the crashing and banging of construction of the Convertor Station and other structures and emplacements. The Applicant stated that the access road will not result in any significant noise or vibration effects, due to the access road being over 50m away from the farm and that no additional noise mitigation measures to those contained in the Onshore Outline CEMP (REP1-087) specific to Little Denmead Farm are necessary. Little Denmead Farm is within 300m of the Converter Station and is a classed as a sensitive noise and vibration receptor in itself. The Applicant candidly admits that the access road has not been considered in the noise and vibration assessment. This is a significant admission. In light of this, the Applicant has no technical evidential basis to conclude that the vehicle movements will not result in any significant noise or vibration effects. The Applicant has no evidence to support this assertion.

		We therefore maintain our representations in this regard.
	Dust	
22.	Dust Risk Level Applicant to explain the conflict in risk level between Table 5.2 on page 5-50 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** stating a medium risk and Table 23.78 (Summary of the Overall Dust Risk Construction Site Activity) of chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** stating that there is a high risk of dust. Seek confirmation of which risk level is correct, and why. (REP1-232 Para 9.2)	**RESOLVED** The Applicant confirmed in their Deadline 2 response (REP2-014) that the Converter Station Area is at a high risk of dust impacts.
23.	Impact of Dust during Construction A construction and commissioning works period for three years cannot be classed as being "temporary" and illogical to conclude that there is a low impact of dust if there is also assessed be a high risk of dust. (REP1-232 Para 9.3)	**NOT RESOLVED** No response provided. We therefore maintain our representation.
24.	Dust Mitigation Measures Questioned whether the measures in the Onshore OCEMP **[APP-505]** go far enough and how realistic it would be to catch all sources of dust with water sprays. Noted that there were no details of what "precautions" will be taken when transporting materials off-site and no guarantee that air monitoring would be carried out to check effectiveness of the measures taken. Requested stronger binding measures	**NOT RESOLVED** In AQ2 of REP2-014 the Applicant stated that the mitigation measures set out in the Onshore Outline Construction Environmental Management Plan (REP1-087) are considered to be sufficient. The revised OCEMP (REP1-087) continues to have gaps in respect of the matters we raise. We requested that the Applicant explain why it considers the measures to be "sufficient" and refuses to commit to monitoring the air for

	ensuring that the anticipated high risk of dust will be mitigated. (REP1-232 Para 9.4)	construction dust whilst accepting that its activities will generate a high risk of dust. We therefore maintain our representation.
	Air Quality	
25.	Emissions During Construction We questioned how a three year construction period equates to involving "temporary" emissions from construction vehicles in paragraphs 16.6.1.9 and 16.6.1.10 of Chapter 16 the Environmental Statement (document number 6.1.16) **[APP-131].** (REP1-232 Para 10.2)	**NOT RESOLVED** The Applicant responded in REP2-014 that the assessment in Chapter 23 (Air Quality) **[REP1-033]** had been revised providing detail on air quality changes associated with back-up diesel generators and additional modelling for NOX concentrations, nutrient N deposition and N acid deposition at the adjoining ancient woodland site. We requested that the Applicant explain what the new details revealed and concluded, and provide a specific response to the points we made in paragraph 10 of REP1-232. We therefore maintain our representation.
	Land Contamination	
26.	Paragraph 16.6.1.8 of Chapter 16 of the Environmental Statement (document number 6.1.16) **[APP-131]** does not elaborate on what "effects" could be caused to Stoneacre Copse from increases in pollutants during the construction stage, nor is there a positive requirement in the draft DCO **[APP-019]** to remediate any contamination of land outside the Order Limits (REP1-232 Para 11.1)	**NOT RESOLVED** The Applicant responded in REP2-014 that the assessment in Chapter 23 (Air Quality) **[REP1-033]** had been revised providing detail on air quality changes associated with back-up diesel generators and additional modelling for NOX concentrations, nutrient N deposition and N acid deposition at the adjoining ancient woodland site.

		We requested that the Applicant explain what the new details revealed and concluded, and provide a specific response to the points we made in paragraph 11 of REP1-232. The Applicant also stated that contamination within the Order Limits would be remediated under Requirement 13 of the DCO (REP1-021) and mitigation measures make the spread of contamination outside of the Order Limits highly unlikely. Our Clients' points in relation to remediation outside the Order Limits still stand. Section 5.5 of the revised OCEMP (REP1-087 & REP1-088) relates only to measures to prevent pollution of surface water and ground water. There is no section 6.9.2 in the revised OCEMP (REP1-087 & REP1-088). We therefore maintain our representation.
	Artificial Light	
27.	Lack of Definition of "Exceptional Circumstances" No definition of "exceptional circumstances" in Requirement 23 of the draft DCO **[APP-019]** in which operational external lighting is allowed. (REP1-232 Para 12.3)	**NOT RESOLVED** The Applicant's response in REP2-014 merely repeats the drafting inadequacies we objected to. We therefore maintain our representation.
28.	Lack of External Lighting Strategy No requirement in the draft DCO **[APP-019]** for the Applicant to submit any form of external lighting strategy for operational purposes in relation to exceptional circumstances to the relevant local planning authority. (REP1-232 Para 12.5)	**RESOLVED** The Applicant provided further information on lighting as part of Deadline 1. The updated Onshore Outline Construction Environmental Management Plan (REP1-087) requires the appointed contractor to develop a Lighting Scheme for the Construction and Operational Stages of the Converter Station Area.

29.	Request that Requirement 23 in the draft DCO **[APP-019]** be amended to require the submission of a lighting strategy and a particular definition of "exceptional circumstances". (REP1-232 Para 12.6)	**PARTIALLY RESOLVED** The Applicant provided further information on lighting as part of Deadline 1. The updated Onshore Outline Construction Environmental Management Plan (REP1-087) requires the appointed contractor to develop a Lighting Scheme for the Construction and Operational Stages of the Converter Station Area. In relation to the definition of "exceptional circumstances", as noted above, the Applicant's response in REP2-014 merely repeats the sloppily framed drafting we objected to. We therefore maintain this part of our representation.
	Human Health	
30.	Impacts from Air, Dust, Light, Noise and Vibration It is questionable to conclude that the impacts on human health within the Converter Station Area from air, dust, light, noise and vibration during construction and operation will be negligible to minor adverse given the conclusions in Chapter 26 of the Environmental Statement **[APP-141]** that there could be associated adverse effects on psychological health for nearby residents given that the residual operational noise from the Converter Station Area will be permanent and long-term and given the age and health conditions of our Clients. (REP1-232 Para 13)	**NOT RESOLVED** No specific response provided. We therefore maintain our representation.
	Wildlife & Conservation	
31.	Badgers	**NOT RESOLVED**

	Questioned the extent to which the assessment in chapter 16 of the Environmental Statement (Onshore Ecology) (document number 6.1.16) **[APP-131]** considers the presence of wildlife on our Clients' land and how they will be protected from harm. Noted the presence of badgers and questioned whether there would be a requirement to conduct further assessment before works begin, to ensure their protection.	Our questions related to the extent of assessment and asked if there was to be a further assessment of badgers to identify the presence and extent of a clan. The Applicant's response in REP2-014 did not substantively address the points raised about the re-assessment of badgers. We therefore maintain our representation.
32.	Reinstatement Asked the Applicant to explain how it has factored in the amount of time it would take to restore the loss of important species through re-landscaping and re-planting. (REP1-232 Para 14.2)	**NOT RESOLVED** The Applicant's response avoided and failed to address the point we make. Their response only referred to the carrying out of reinstatement work to land to restore its former condition, which may not be the same thing as actually restoring the land to its former condition. The Applicant was asked to clarify whether it is confirming it will take 12 months to restore the loss of important species. If so, would Requirement 22 of the draft DCO **[REP3-003]** should be amended to make it clear that the 12-month period includes the restoration of the loss of important species. We therefore maintain our representation.
	Hedgerows	
33.	No explanation or assessment provided as to how long it will take for the new planting to grow in order to provide an increase in the overall long term area of habitat. Therefore difficult to accept that there will be a low magnitude of impact on species affected by hedgerow removal. (REP1-232 Para 15.4)	**NOT RESOLVED** The Applicant's responses did not address the point we made. We therefore maintain our representation.

	Decommissioning	
34.	Selection of Converter Station Option Requirement 4 of Schedule 2 of the draft DCO **[APP-019]** does not state to who the Applicant needs to provide its confirmation regarding which option will be selected for the Converter Station (REP1-232 Para 16.1)	**RESOLVED** Requirement 4 of the updated draft DCO submitted at Deadline 1 (document reference REP1-022) was amended to address our comment.
35.	The Draft DCO **[APP-019]** does not contain any provisions relating to decommissioning (REP1-232 Para 16.2)	**NOT RESOLVED** The Applicant responded in REP2-014 that development consent was not being sought for decommissioning as part of the application and that it considered that a Requirement securing a decommissioning strategy is not necessary. This assumes that the Convertor Station and other Application Development will remain in perpetuity. This is surprising because infrastructure in England is commonly expected to have a lifespan of, for example, 125 years at most. In this Application, however, the Applicant has confirmed that the Application Development would have a much shorter life space of 40 years. Therefore, there is no justification for the period of land acquisition to be greater than 40 years. It follows that the scope and extent of compulsory purchase powers to take the freehold of our Clients' land remains unjustified and that, instead, a lease of 40 years would be sufficient to enable the Converter Station to be situated on their land, with access rights for the Applicant thereto. Further, on its own evidence of its accepted basis that the onshore design life is 40 years, the Applicant accepts that decommissioning will be required in about 2060. But the Applicant only goes as far as stating that it will be done in "the appropriate manner". This response evidences that the Applicant has no idea how it may decommission the Application Development (if at all). How is

		that to be judged? How will it be controlled? Who will decide its impacts? In the absence of any decommissioning plan at Deadline 4, is it envisaged to 'repower' the Application Development in 40 years' time by substituting then new equipment and cables? These questions remain unanswered. We therefore maintain our objection in this regard.

Blake Morgan LLP

17 November 2020

Submitted in relation to Deadline 4

SCHEDULE 3 TO COVERING LETTER

Date: 17 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

Interested Party Comments on the Examining Authority's Procedural Decision dated 11 November 2020 to Accept the Applicant's Proposed Changes to the Application Development Area (Letter References PD-019 and PD020)

Submitted in relation to Deadline 4 of the Examination Timetable

BLAKE MORGAN

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 4 (17 NOVEMBER 2020)

INTERESTED PARTY COMMENTS ON THE EXAMINING AUTHORITY'S PROCEDURAL DECISION DATED 11 NOVEMBER 2020 TO ACCEPT THE APPLICANT'S PROPOSED CHANGES TO THE APPLICATION DEVELOPMENT AREA (LETTER REFERENCES PD019 and PD020)

1. On the 3 November 2020, the Applicant proposed numerous changes to the area of its Application. The changes fall into two categories: (a) reductions in the area of land envisaged for the Application Development; and (b) increase in the area of land envisaged for the Application Development.

2. We refer to the Examining Authority's ("ExA") Procedural Decision dated 11 November 2020 to accept the Applicant's changes to the Application (letter references PD-019 and PD-020) in category (a). We also concur with the ExA's interim decision that the proposed addition of no less than some 1,457m^2 of land (required to be taken to ensure adequate working width is available for the Rovers' Football Club pitch following the taking of other areas of their land) is a material change that necessarily requires to be advertised due to the compulsory nature of the powers used for taking that land.

3. We have interpreted these letters **[PD-019]** and **[PD-020]** as meaning that the ExA's position is that it remains at this time unable to conclude in advance of the conclusion of that advertising process (and the opportunity for any third party to comment on the same) whether, on the then available evidence, the proposed changes to the Order Limits to include additional land to be compulsorily acquired constitutes an acceptable change.

4. We understand the letters to mean that the ExA will not make a decision until a consultation process has been concluded to ensure that those affected by the proposed inclusion of additional land have had an opportunity to comment and have their views taken into account by the Applicant.

5. We understand the sensible approach of the ExA to be in line with the decisions in *R (on the application of Holborn Studios Ltd) v Hackney LBC* [2017] EWHC 2823 (Admin), *Bernard Wheatcroft Ltd v Secretary of State for the Environment* (1982) 43 P & CR 233 and *Main v Swansea City Council* (1985) 49 P & CR 26).

6. We note that this is in contrast to the Applicant's view that the inclusion of additional land does not amount to a material change notwithstanding the compulsory acquisition proposed.

7. We agree with the requirement for additional consultation as being the lawful and practical way forward, and that the ExA will await the outcome of that process before evaluating at that time whether or not to accept that additional land take as part of the Application and so as to not prejudge the outcome of that process.

8. We therefore await in due course the ExA's decision on whether it will accept the Applicant's proposed changes to include additional land for compulsory acquisition.

Blake Morgan LLP

17 November 2020

Submitted in relation to Deadline 4

SCHEDULE 4 TO COVERING LETTER

INTRODUCTION

1. By its Application Form, Document Ref: 1.4 **[APP-004]**, the Applicant seeks development consent under the Planning Act 2008 ("PA 2008") for development described in paragraph 5 of that Form, being an "Aquind Interconnector ("the Project") [being] an interconnector with a nominal capacity of 2,000 MW between Great Britain and France …[that] includes … The Marine Cable …The Onshore Cable …. A Convertor Station and associated electrical and telecommunications infrastructure … connecting [that station] to the [GB] electrical transmission network, the National Grid, at Lovedean Substation and Fibre Optic Cable ("FOC") together with each of the HVDC and HVAC Circuits and associated infrastructure".

2. A (second) draft Development Consent Order ("AQ dDCO"), Document Ref: 3.1 **[REP1-021]** describes the development sought to be consented in outline terms under section 115 of the PA 2008. The extent of the development is envisaged to be sited permanently in land whose freehold is owned by the Carpenters. The Applicant seeks to have included in its AQ dDCO provisions entitling it to take the land of the Carpenters against their will. The Carpenters object to their land being taken against their will. As the Hearing has progressed, the Applicant's plans have evolved and it has published (iteratively) further (indicative) information in support of its outline proposals. This information includes a revised Design and Access Statement (6th October 2020) **[REP1-031]**, a Statement in Relation to FOC (6th October 2020) **[REP1-127]**, a Needs and Benefits Addendum (6th October 2020) **[REP1-136]**, and a second iteration of the AQ dDCO (3rd November 2020) **[REP3-003]**.

3. Plates 3.3, and 3.23-24 of the ES, Document Ref: 6.1.3 **[APP-118]** show the "FOC" cable. The FOC cable is intended to comprise some 192 individual fibre optic cables. Those cables are intended to enable data transmission along and between the HVDC and AC cables and appear to be an industry standard size rather than a bespoke design for the particular interconnector. As a result of the difference between the necessary capacity of individual fibre optic cables within the FOC cable and the industry standard, both spare capacity of individual fibres and also spare fibres are anticipated to be present within the FOC cable. The Applicant asserts that the spare capacity and/or spare fibre optic cables within the operational development described as "FOC cable" (and that is intended to be used for the provision of commercial telecommunications) qualifies as "associated development" within the meaning of section 115(1)(b) of the PA 2008. The Applicant relies on two reasons: a) it asserts that that development was categorised as "associated development" by the Secretary of State in his Direction (30th July 2018); and, in any event; b) it qualifies as "associated development".

4. The ExA has raised concerns in its DCOs 1.5.1, DCO 1.5.2, DCO 1.5.3, and DCO 1.5.4 of its First Written Questions **[PD-011],** Document ref: 7.4.1.4 **[REP1-095]**, about whether the spare fibre optic cables within the FOC cable shown in Plates 3.3, and 3.23-24, or any surplus capacity (unnecessary for

interconnector purposes), with related structures, qualifies as "associated development". The Carpenters' share those concerns.

LEGAL FRAMEWORK

5. By section 31 of the PA 2008, consent is required for "development to the extent that it is *or forms part of*" a nationally significant infrastructure project. By section 14(1)(a), such a project must be within specified descriptions that include "the construction or extension of a generating station". The Secretary of State ("SoS") is empowered to add other descriptions but they must be within the scope of the specified fields of which section 14(6) includes "energy". Parliament has not prescribed "commercial telecommunications" as an available "field" within section 14(6) of the PA 2008.

6. By section 35(1), the SoS is empowered to direct that "development" be treated as development for which development consent is required. Consistent with the scope of sections 31 and 14(6), the scope of that power is expressly restricted, including in subsection (2)(a) of Section 35 by which that the development is or *forms part of* a project (or proposed project) *in prescribed fields* that include "energy". Parliament has not prescribed "commercial telecommunications" as an available "field" within section 35(2(a)(i)).

7. However, Parliament has provided for a direction to potentially encompass "a business or commercial project (or proposed project) of a prescribed description". In doing so, it continues to recognise that some such categories may be subject to the development consent regime but only if within the scope of a prescribed description. As at Deadline 4, the Applicant has not relied on a prescribed description notwithstanding that AQ dDCO: Article 2(1) **[REP3-003]** defines "onshore HVDC cables" to include "i) fibre optic data transmission cables … for commercial telecommunications" and "telecommunications building" to include "for the commercial use of the fibre optic data transmission cables housed within the building"; Similarly, Article 7(6)(c) provides for the transfer benefit of the Order "so far as it relates to the commercial telecommunications use of the fibre optic data transmission cables".

8. By section 115(1), the SoS is empowered to grant development consent for "development" which is: a) development for which development consent is required, or b) "associated development". "Associated development" is a defined term in subsection (2) and must be "associated with the development in (1)(a) (or any part of it)".

9. In interfacing with other development regimes, section 115(6) ensures that "to the extent that development consent is granted for associated development", section 33 applies to it. By section 33(1)(a), "to the extent that development consent is required for development", planning permission is not required to be obtained. Thereby, development within an application for development consent that is "associated development" does not require planning permission whereas development that is not

"associated development" requires planning permission that may be secured on further or separate application under the Town and Country Planning Act 1990 to the relevant local planning authority or authorities under that statutory regime. Thus, commercial telecommunications are allocated *locally*.

THE SECRETARY OF STATES' DIRECTION (30th July 2018)

10. On 19th June 2018, the Applicant requested the SoS to direct that what it described in its request as "elements of AQUNID Interconnector (the Development)" be designated as a nationally significant infrastructure project, Document Ref. AS-036. It identified "the elements" in its request Statement, paragraph 3.5 and the UK Onshore elements in particular at paragraph 3.5.1(A) – (D). (C) expressly refers to a "convertor station" and (D) to two pairs of underground direct current cables "together with smaller fibre optic cables for date transmission" with potential signal enhancing and management equipment along the land cable route in connection with the fibre optic cables. The request made includes no reference to a "prescribed description" within which the proposal (or element of it) may fall; nor to a discrete "telecommunications building"; nor that fibre cable-related equipment could not be housed in the convertor station.

11. In paragraph 3.12 **[AS-036]**, the request evinced a stated "intention" (but no more) to seek consent to "*use* the *spare fibre capacity* for the provision of telecommunications services" and would seek development consent for "this commercial telecommunications use" on the basis that "it is associated development". As referred to above, the Applicant did not identify or rely on any prescribed business description under section 35(2)(a)(ii) of the PA 2008 notwithstanding that Parliament provides for certain such category.

12. The terms of the Direction **[AS-039]** expressly refer back to that request and refers to "elements of the AQUIND Interconnector". See paragraph 1. Those elements can only mean those referred to in paragraph 3.5.1(A)-(D) **[AS-036]** and no other. The Direction also describes those elements as "the Development" in line with the request made to him. The Direction includes no reference to prescribed business descriptions. Read on its face, the SoS could direct that the certain energy field development elements could properly be treated as requiring development consent on the basis of the request made to him.

13. The Direction **[APP-111]** and **[AS-039]** also provides that: "together with *any* development associated with it" be treated as requiring development consent. This reflects section 115(1)(a) of the PA 2008. But, whether or not development may qualify as "associated development" is an evaluative matter of judgement for a decision taker properly directing its mind in law on the relevant facts. It being evident that the SoS understood the Applicant "intended" (but no more) to apply for use of fibre optic cables for commercial telecommunications and their being no such "field" in the PA, and in the absence of reliance

on a "prescribed description" of commercial development. In using the term "any", the SoS ensured that the Applicant could make certain its proposals and that their evaluation could occur through the Hearing Process. That is, "any" infers that there may be some or none. This is because he was not asked to designate the "associated development" as a paragraph 3.5.1 **[AS-036]** certain "element" of the project in the request to him and, at its highest, the Applicant evinced (and no more than) an express "intention" alone to seek consent for "associated development". Nor did the Applicant explain in its request how the envisaged development might qualify within the guidance on associated development (April 2013).

14. It is an error to rewrite the terms of the public document SoS Direction **[APP-111]** and **[AS-039]** so as to expressly encompass within it a direction that merely intended development certainly requires development consent, or to make the term "any" read as "commercial telecommunications", or to interpret "any" as meaning "any development that the Applicant might imagine to be [is associated development]".

15. On its face, the Direction **[APP-111]** and **[AS-039]** does not "deem" nor "treat" the spare capacity of fibre optic cables, or of unnecessary additional fibre optic cables within the FOC cable, as "associated development". On its plain common sense reading, the Direction confirms nothing more than a generalised opportunity for the Applicant to bring forward certain (not intended) development for evaluation, to make its case and have it tested, and that may be assessed for qualification (or not) within the scope of "associated development". Thus, the Carpenters disagree with the Applicant's assertion in paragraphs 3.5 – 3.7, and 8.1, of its **"Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1 [REP1-127]**.

16. Further, that the Applicant needs to further assert that spare capacity (or additional unnecessary fibre optic cables) within a standard sized FOC cable qualifies as "associated" development under paragraphs 5 and 6 of the PA 2008 Guidance on Associated Development (April 2013) reveals a recognition of its (enthusiastic) misreading of the Direction **[APP-111]** and **[AS-039]**. The Carpenters own the freehold land in which it is envisaged to situate permanently FOC cable containing fibre optic cables with spare capacity or unnecessary additional fibre optic cables, *for commercial telecommunications and its related infrastructure*. That permanent situation and related infrastructure for the practical reason would reduce the size of their farm land and the area available for livestock grazing and appears to be development outside the scope of section 115(1)(b) by reason of its separate purpose unrelated to the interconnector's purpose. In law, reinforced by a lawful evaluation of fact and degree by the ExA, such development cannot be included in the development consent order being sought.

17. The Carpenters disagree with the Applicant's assertion in Section 4, paragraphs 4.1, 4.4-4.5, 4.7, and 8.2-8.4 **"Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1 [REP1-127]**., and the assertions or contentions in Annex 1 thereto that spare capacity of fibre optic cables within the FOC Cable, or of unnecessary but additional but fibre optic cables within the FOC cable, can or would qualify within the scope of section 115(1)(b) of the PA 2008.

18. The Carpenters' set out the reasons for their disagreement and request that the ExA carefully evaluate the evidence, properly directing themselves in law, in particular because the asserted "associated development" is envisaged to be situated on land taken from the Carpenters' against their will and is relied on (with related infrastructure) to assert a lawful justification for compulsory acquisition.

ASSOCIATED DEVELOPMENT GUIDANCE (APRIL 2018)

19. Paragraph 1 of the Explanatory Notes state that they do not form part of the PA 2008 and have not been endorsed by Parliament.

20. The phrase in section 31 of the PA 2008 - "to the extent that the development is or forms part of" an NSIP – and in 115(1)(b) and (2)(a) – "associated" – is a value laden word requires an evaluation and judgement. The ordinary meaning of "associated" includes: "joined in function; concomitant; sharing in function but with secondary or subordinate status"; connect as an idea; combine for a common purpose". See Shorter Oxford Dictionary, 6th Edition, in **Appendix 1** hereto.

21. In evaluating whether or not the "intended" development referred to in the request for the Direction **[AS-036]** can or does qualify as "associated development", the SoS has provided guidance in paragraphs 5 and 6 of his Guidance on Associated Development Applications for Major Infrastructure Projects (April 2018) under "Associated Development Principles" and it requires a case sensitive assessment. The Guidance is not expressed on its face have the status of "statutory guidance" but remains guidance to which regard is required to be had.

ASSOCIATED DEVELOPMENT, PARAGRAPH 6 – TYPICAL OR ATYPICAL?

22. Guidance paragraph 6 provides: it is "expected" that associated development will, in most case, be typical of the development brought forward alongside the relevant type of principal development or that it "is usually necessary to support" a project.

23. The Applicant asserts in paragraphs 1.2 and 1.3 of Annex 1 to its "Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1 **[REP1-127]** that the commercial fibre optic cables and Telecommunications Buildings *are typical* of the examples given in the "2008" [sic] Guidance, Annexes A and B, as brought forward alongside the relevant type of principal development. Annex A gives examples under "connections to national, regional or local networks" that include references to "electricity

networks" and "telecommunications networks". The Application would "connect" to the existing Lovedean electricity sub-station adjacent to the Carpenters' land but there is no pre-existing telecommunications network that would be connected to and it remains the case that, as at 2020, Parliament has no extended the "fields" of what it recognises as "nationally significant infrastructure projects" to encompass "telecommunications" nor are they a prescribed commercial project. Annex B refers to "electric lines" and concerns control buildings relating to those and not to telecommunications cables. In its "Appendix 1 – GB Interconnectors" to its Needs and Benefits Report, Document Ref: 5.6 (22nd October 2019) **[APP-115]**, the Applicant has referred to a range of interconnectors without reference to their inclusion of commercial telecommunications fibre optic cables or Telecommunications Buildings. There is no such reference in its most recent "Needs and Benefits Addendum" (6th October 2020), Document ref: 7.7.7 **[REP1-136].**

24. The Carpenters' evaluation in **Appendix 2** hereto (as to whether interconnectors typically or atypically include use for commercial telecommunications of spare capacity in fibre optic cables, or of the inclusion and use of unnecessary additional fibre optic cables within the FOC cable, or Telecommunications Buildings) shows there is no nationally significant infrastructure project that includes such cables or buildings "for commercial telecommunications". This finding is consistent with the scope of projects and fields prescribed by Parliament in the PA 2008, by 2020, as not extending beyond the prescribed "fields" to encompass "telecommunications". Thus, the inclusion of development comprised of the use of such spare capacity, or of such fibre optic cables in the FOC cables and their use for such commercial telecommunications use, (and of equipment and buildings related to and for such use in this Application) is atypical and not to be expected in the PA 2008 sphere of NSIP projects, is outside of the scope of Parliament's specified (broad) "fields" and is not within a prescribed description of commercial development defined under the Act. Their inclusion in the Application results in this proposal being isolated and unique.

ASSOCIATED DEVELOPMENT PRINCIPLES, PARAGRAPH 5

25. Paragraph 5 of the Guidance sets out 4 criteria principles in (i) – (iv).

Principle (i)

26. Paragraph 5(i) refers to a requirement for a "direct relationship" between the associated development and the principal development. The type of relationship is further amplified as being one that "either support[s] the construction or operation of the principal development, or help[s] address its impact".

27. The Planning Statement, Document Ref. 5.4 **[APP-108]**, summarises the Application Development as including an element described as: *High Voltage Direct Current ('HVDC') Marine Cables from the boundary of the UK Exclusive Economic Zone ('EEZ') to the UK at Eastney in Portsmouth; HVDC Onshore*

Cables Smaller diameter Fibre Optic Cables ('FOC') installed together with the HVDC and HVAC Cables and associated infrastructure ('FOC Infrastructure'). Paragraph 1.3.1.4 repeats this. A typical cross-section of cable appears in Plates 3.2 and 3.3 in ES, Document ref: 6.1.3 **[APP-118]**. Paragraph 3.5.3.7 describes that two fibre optic cables (about 35-55mm in diameter) "will be laid together with the Marine Cables within a shared trench…Each [fibre optic cable] will include fibres for a Distributed Temperature Sensing … system as well as protection, control and communications". Plates 3.23 and 3.24 show a Typical Arrangement of HVDC cables onshore and the fibre optic cables. See also Plate 3.5. Paragraph 3.6.3.22 of the ES describes: "The [fibre optic cables] will have sufficient fibres to accommodate redundancy for failures".

28. Within the "Statement in Relation to FOC" (6th October 2020), Document ref: 7.7.1 **[REP1-127]**, paragraph 5.2 includes: "To withstand the various physical impacts which the fibre cables are likely to be subject to associated with transportation, installation and operation in the marine and underground environment and protect the glass fibres within it, the fibre optic cables are required to be of adequate outer diameter. Within the required outer diameter for the fibre optic cables [i.e. the FOC cable], 192 [individual] glass fibres may be installed. Each fibre optic cables [sic] is required to include a sufficient amount of glass fibres for its use in connection with the primary use of the interconnector and as redundancy for this purpose is less than 192 [cables] though this is a multiple of fibres that is commonly produced by manufacturers of such cables … Noting … the use of standard cables, the size of the cable would not reduce if the number of glass fibres within it was reduced from 192 to a lesser multiple. … [I]t would be possible to install a cable with fewer glass fibres (and thus less spare capacity) … ".

29. The "Needs and Benefits Addendum" (6th October 2020), Document Ref: 7.7.7 **[REP1-136]**, paragraphs 5.1.1.1 – 2 reiterates that: "the industry standard single Fibre Optic Cable (FOC) has up to 192 fibres, but the number of fibres required for cable protection is less than this" with the result that "[t]here will therefore be spare capacity on [sic] the fibres cables ...". The reason for the 192 fibres appears to be an industry standard *size* of cable rather than because of an Applicant bespoke choice or design that matches the requirements of the particular interconnector project. Further, paragraph 3.6.3.22 of the ES, Document Ref: 6.1.3 **[APP-118]**, describes: The industry standard for the amount of fibres within a single cable continues to increase as technology develops". It would appear that, because only a specified number of fibres (and related redundancy levels) within (but less than) the 192 fibre optic cables (that can but are not otherwise necessary for data transmission to populate the overall diameter of a cable) are *necessary* or required for the function of supporting the electricity bearing cables, then, because the industry appears to be supplying FOC cables of a higher diameter than is necessary, or of the necessary diameter but with (ever) smaller fibre optic cables within that FOC cable resulting in an increased number of fibres within the FOC cable, then there can be either spare capacity in some fibre

optic cables, or additional fibre optic cables within an overall FOC cable that would have (as here) no support function role or purpose at all in relation to the electricity bearing cables and are functionless fibre optic cables.

30. Thus, it is evident that alongside each HVDC and HVAC cable would be situated a different FOC cable of adequate *overall* diameter to withstand environmental effects upon it and that would contain 192 individual fibre optic cables of which 192: a) some would relate to the function of supporting the cables nearing electricity; b) some would have redundancy capacity related to that support function; c) some would have "spare" capacity not related to that redundancy nor to the necessary support function; and d) some individual fibre optic cables would have no function related to the support of electricity bearing cables at all. Categories (a) and (b) would satisfy paragraph 5(i) (but have been included by the Secretary of State in his Direction **[APP-111]** and **[AS-039]** as element (D) ("together with smaller diameter fibre optic cables for data transmission"); whereas (c) and (d) could not.

31. However, it is also intended that, because of the choice of industry to make overall FOC cables of certain diameters, and the Applicant's choice to use an industry standard cable diameter, in respect of the anticipated environmental effects bearing upon such cable, then, instead of the cable containing packing to maintain a minimal diameter of FOC cable, the Applicant would choose to use a standard FOC cable side that, by happenstance, includes additional fibre optic cables and spare capacity (i.e. those in categories (c) and (d) above). The additional fibre optic cables would necessarily result in there being more than adequate, or spare capacity within the FOC cable in the form of either additional 'spare' fibre optic cables or 'spare' capacity within additional fibre cables not wholly exclusively used for data transmission relating to the support or monitoring of electricity bearing cables. See, e.g. paragraph 5.2 of the "Statement in Relation to FOC" **[REP1-127]**; paragraph 3.6.3.22 of the ES, Document ref: 6.1.3 **[APP-118]**; paragraphs 5.1.1.1-2 of the "Needs and Benefits Addendum", Document Ref: 7.7.7 **[REP1-136]**.

32. That additional spare capacity (from such capacity and/or from unnecessary additional fibre optic cables within the FOC cable) results from a choice by the Applicant to not use an overall FOC cable of lesser diameter or of the same diameter but that contained fewer individual fibre optic cables, or because of a happenstance mismatch between the diameter of the cable required to withstand environmental effects and the number of fibre optic cables that it may contain. (A happenstance mismatch cannot be said to be a designed fibre optic cable for commercial telecommunications but is merely spare capacity devoid of use, function, aim or purpose to which the Applicant desires to apply one).

33. In either situation, it is then desired that the spare capacity in fibres over and above the required redundancy level required in relation to support fibre optic cables, or of additional fibres that are unnecessary for monitoring of the electricity bearing cables, may be used instead exclusively for

commercial telecommunications transmission. Such use of additional fibre optic cables capacity or of additional but unnecessary fiber optic cables within the industry standard diameter FOC cable, or the use of the spare capacity above the level of the redundancy relating to the fibre optic cables supporting operation of the electricity transfer cables, for commercial telecommunications transmission is unrelated to the support function of the other fibres within the overall FOC cable. It cannot be directly related to the support function by reason of discrete use of fibres within the overall cable diameter for unrelated data transmission: one category of fibre cables transmitting support information; the other category of fibre cables transmission commercial telecommunications.

34. The physically disparate nature of the capacity and fibre optic cables within the FOC from the capacity and support function of the particular cables within the 192 cables within the FOC cable is reinforced by the requirement for the Telecommunications Buildings being required to be physically disconnected from the Convertor Station. The Optical Regeneration Station ("ORS") includes 2/3rds discrete cabinets for such particular use. See paragraphs 6.3 and 7.4 of the "Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1 **[REP1-127]**. . Thus, paragraph 5(i) could not be satisfied.

Principle (ii)

35. Paragraph 5(ii) refers to a requirement that "associated development should not be an aim in itself but should be subordinate to the principal development".

36. The aim of the principal development is set out in paragraph 4.2.1.3 of the Planning Statement, Document ref: 5.4 **[APP-108]**; and 3.5.3.1 of the ES, Document Ref: 6.1.3 **[APP-118]**, being to facilitate transfer of up to 1,000 MW of electricity. Paragraph 3.6.3.1 describes how the Convertor Stations convert electricity from HVDC.

37. The aim of the fibre optic cables referred to in paragraph 3.5.3.7 of the ES, Document Ref: 6.1.3 **[APP-118]**, is that they "will be used for communications *between* the French and UK Convertor Stations *in connection with* the control and protection systems [and] to monitor the condition of both Onshore and Marine *Cables*". *Those* cables will have "sufficient fibres to accommodate levels of redundancy for failures". See paragraphs 3.6.2.21 and 22 of the ES, Document Ref: 6.1.3. Paragraph 3.6.2.8 of the ES describes (certain of) the fibre optic cables (within the FOC cable) being installed alongside each HVAC cable "for control and cable monitoring purposes".

38. By contrast, the aim of the fibre optic cables within the envisaged wider diameter cable, or of additional redundancy above the level of the redundancy of the fibre optic cable supplying a necessary support role to the operation of the particular electricity bearing cable, is not for supporting operation of the electricity bearing cables. Instead, it is defined in Article 2(1) of the AQ dDCO, Document Ref: 3.1 **[REP3-003]**, as being "<u>for</u> commercial telecommunications". This is amplified in Article 7(6)(c) as being "the

commercial telecommunications use of the fibre optic data transmission cables". Paragraphs 5.1.3.3 and 5.1.3.5 of the Needs and Benefits Addendum (6th October 2020), Document Ref: 7.7.7 **[REP1-136]**, being for commercial use (for a premium) by third party private companies, and described in paragraph 5.1.5.2 as "*in addition to* their primary use" . (There is no evidence to support the asserted ES statement that the spare capacity is not "primary" whereas the ES statement admits that the use for commercial telecommunications is an 'additional' (separate) use to that of the interconnector or the functionally and purposefully supporting fibre optic cables of the 192 cables within each of the FOC cables.

39. The stated aim of the fibre optic cables, or of redundancy of fibres above the level of redundancy otherwise required for data transmission in necessary support of electricity bearing cables, "*for* commercial telecommunications" is an aim in itself.

40. Similarly, the exclusive aim of the Telecommunications Building is identified by the Applicant in its "Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1. **[REP1-127]**, paragraph 5.4 as follows: "The Telecommunications Buildings are *required solely in connection with* the commercial use".

41. Similarly, the aim of at least an identifiable part of the ORS is identified by the Applicant in its "Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1 **[REP1-127]**, paragraph 5.3: as follows: "the extent … of the size of the ORS is dictated by the proposed commercial use" and, in paragraph 7.4: "it is anticipated that approximately two thirds of the cabinets within the ORS will be available *for* commercial use".

42. Similarly, the Applicant has a "sole purpose" of developing the Interconnector. See paragraph 4.1 of the Funding Statement 14th November 2019), Document Ref: 4.2 **[APP-023]**) and not for commercial telecommunications.

43. Furthermore, the difference in aim of purpose of the categories of fibre optic cables within the anticipated 192 fibres, that are included as an industry standard within the chosen FOC cable, is reinforced by the statutory purposes of each of the two categories. The Applicant is a beneficiary of an "Electricity Interconnector Licence" (and its Standard Conditions) (dated 9th September 2016) under section 6(1)(e) of the Electricity Act 1989 (see **Appendices 3 & 4** hereto). Condition 1,(1) covers "ancillary service", being "a service necessary for the operation of the licensee's interconnector or an interconnected system" and a "transmission licence" means one granted under section 6(1)(b). Condition 9 concerns revenues, Part B(2) restricts use of revenues from the interconnector capacity, and Part D precludes use of revenues statement without prior approval of the Authority. Part III concerns electricity trading and the "GB transmission system" and its "interconnections" and also differentiates the "licensee's transmission system" as those parts of the GB transmission system which are owned or

operated by a transmission licensee within its transmission area. Condition 19 relates to operation and development of the interconnector.

44. By contrast, the different, discrete, and unrelated aim or purpose of the commercial telecommunications infrastructure is adverted to by the Applicant in paragraph 5.1.4.9 and footnote 50 of the Needs and Benefits Addendum (6th October 2020), Document Ref: 7.7.7. **[REP1-136]** wherein the Applicant refers to is application to Ofcom to apply Code powers under the Communications Act 2003 to the Applicant. On the 27th March 2020, Ofcom made its direction under section 106 of the Communications Act 2003 by which it directed that the Code powers apply to the Applicant's "provision of part of an electronic communication network" but excludes "the UK Aquind Interconnector Fibre which would be deployed in the Aquind Interconnector" (see **Appendix 5** hereto). The UK Aquind Interconnector Fibre is defined in that direction to mean that "part of the Applicant's electronic communications network in England … and is subject to a Direction issued on 30th July 2018, by the Secretary of State… pursuant to section 35 of the Planning Act 2008". The Ofcom direction affirms the separate aim or purpose of those parts (and in contrast with the separate purpose of Ofgem relied on at paragraph 1.4.5, bullet 2 of the Statement of Reasons, Document Ref; 4.1, and the scope of the Electricity Act Licence for that different particular aim or purpose.

45. The use, within the 192 fibre optic cables of the FOC cable, of fibre optic cables, or of spare levels of capacity within envisaged fibre optic cables (above that otherwise exclusively used for the necessary supporting function of data transmission in relation to electricity bearing cables) cannot satisfy paragraph 5(ii) because that use "for commercial telecommunications" is a separate unrelated aim or purpose from that of the other fibres within the 192, or from other capacity over and above the redundancy level of supporting fibres.

46. The same logic applies to the separate aim of the Telecommunications Buildings (to which the Carpenters have previously objected to being situated on their land) and is now confirmed by the Applicant as being "required solely in connection with that commercial use", and also to some 2/3rds of the ORS equipment with its separate aim relating to that commercial telecommunications use.

Principle (iii)

47. Paragraph 5(iii) requires development <u>not</u> to be treated as "associated development if it is only necessary as a source of additional revenue *for the applicant*".

48. The use of the fibre optic cables (overprovided for in the cables), or the use of the spare capacity in the fibre optic cables provided for in the cables, for commercial telecommunications, together with use of the Telecommunications Buildings for commercial telecommunications, together with some 2/3rds of the ORS equipment for commercial telecommunications would engender revenue described in the

Needs and Benefits Addendum (6th October 2020), Document Ref: 7.7.7 **[REP1-136]**, paragraphs 5.1.5.1, bullet 2: "leasing out the spare capacity"; 5.1.3.5: "leasing 'dark fibre'"; and in 5.1.3.3: "a surge in demand for capacity from content providers such as Facebook, Netflix and Amazon (who are streaming vast quantities of video content to users)" and "significant growth in the 'cloud computing' market"; with, at 5.1.4.2 targets to "have 15 million premises connected to full fibre …by 2025…".

49. The Applicant has provided a Funding Statement (14th November 2019), Document Ref: 4.2 **[APP-023]**, that refers in paragraph 3.2.4 to the "telecommunications infrastructure" as part of "the Proposed Development", and to the Direction in paragraph 3.5. Paragraphs 5.3 and 5.4 refers to estimated total capital costs of "the Proposed Development" as being some £622m as against assets in paragraph 4.6 of some £24.5m. There is an apparent shortfall of a not inconsiderable sum of about £588m that is said in paragraph 6.1 to be funded and secured "against the operational profits (revenues) of the Project" "[T]he Project" is defined by paragraph 3.2 to mean the elements of the "Proposed Development".

50. The Applicant makes no mention of the need for, or provision of, cross-subsidy from the commercial telecommunications income to support the provision of the Interconnector Development. See the Funding Statement **[APP-023]**, paragraph 8.1. Paragraph 4.2.1.4 of the Planning Statement, Document Ref: 5.4 **[APP-109]** explains that the investment cost will be Euros 1.4bn.

Principle (iv)

51. Paragraph 5(iv) requires associated development to be proportionate to the nature and scale of the principal development and requires regard to be had to all relevant matters. The provision of unnecessary Telecommunications Buildings on the Carpenters' freehold farm land, together with excessive and unnecessary fibre optics cables or their use, and a related spur road cannot be said to be proportionate.

CONCLUSIONS ON WHETHER THE ENVISAGED DEVELOPMENT CAN BE ASSOCIATED DEVELOPMENT

52. Whereas those fibre optic cables within the 192 envisaged to comprise the FOC cable have been directed under element (D) of the SoS's Direction **[APP-111]** and **[AS-039]** to be development requiring development consent, and would qualify as "associated development" within section 115(1)(b) also, other fibre optic cables within that 192 number not serving to support the electricity bearing cables of the Aquind Interconnector cannot qualify as "associated development" by reason of their disparate aim, non-direct relationship to the development, and their clear qualification outside of the scope of the PA 2008, not being in the field of "energy" nor any other field specified by Parliament to be the subject of the DCO regime.

53. In line with the interface within section 33 between the PA 2008 and the Town and Country Planning Act 1990, in the event that the Applicant seeks to pursue commercial telecommunications development, then it may apply to the relevant local planning authority/authorities for planning permission for the same; and enjoin with such planning authorities as it may agree for the use by such authorities of their Town Planning compulsory acquisition powers by which to give effect to such planning permission in the absence of relevant agreements.

54. In line with the Town and Country Planning Act 1990 regime for permitted development for statutory undertakers, the legal framework allocates the requirement for authorisation for excessive fibre optic cables within the 192 of the FOC cable and the parasitic operational development of the Telecommunications Buildings and spur road to the 1990 Act on application to the relevant local planning authority or authorities. In the event that agreement cannot be reached with the relevant landowners, in the orthodox manner, a developer can seek to agree a development agreement with a local authority to use its compulsory acquisition powers to secure development "for commercial telecommunications".

CONSEQUENTUAL REFINEMENTS TO THE DRAFT DEVELOPMENT CONSENT ORDER

55. In light of the above, and recognising the proposal for the AQ Ddco **[REP3-003]** to include compulsory powers of acquisition by which to take their land against their will, the Carpenters' would anticipate the ExA requiring the draft DCO **[REP3-003]** to be refined so as to:

    a) delete from it any express reference to:

        i) the use of any fibre optic cables or equipment "for commercial telecommunications";

        ii) the presence of Telecommunications Buildings;

    b) include a Requirement:

        i) to ensure that no spare capacity of any whole fibre optic cable (above the necessary redundancy of fibre optic cables supporting the operation of electricity bearing cables) may be used "for commercial telecommunications";

        ii) to ensure that no spare capacity of any part of any equipment (above the necessary redundancy of fibre optic cables supporting the operation of electricity bearing cables) may be used for commercial telecommunications.

COMPULSORY PURCHASE

56. By section 120 of the PA 2008:

1) *An order granting development consent may impose requirements in connection with the development for which consent is granted.*
2) *The requirements may in particular include –*
   a. *requirements corresponding to conditions which could have been imposed on the grant of any permission, consent or authorisation, or the giving of any notice, which (but for section 33(1)) would have been required for the development;*
   b. *requirements to obtain the approval of the Secretary of State or any other person, so far as not within paragraph (a).*
3) *An order granting development consent may make provision relating to, or to matters ancillary to, the development for which consent is granted.*
4) *The provision that may be made under subsection (3) includes in particular provision for or relating to any of the matters listed in Part 1 of Schedule 5….*

57. Part 1 of Schedule 5 includes, under paragraph 1: *The acquisition of land, compulsorily or by agreement.* Paragraph 2 provides: *The creation, suspension or extinguishment of, or interference with, interests in or rights over land (including rights of navigation over water), compulsorily or by agreement.*

58. By section 122:

1) *An order granting development consent may include provision authorising the compulsory acquisition of land only if the Secretary of State is satisfied that the conditions in subsections (2) and (3) are met.*
2) *The condition is that the land —*
   a. *is required for the development to which the development consent relates,*
   b. *is required to facilitate … that development, …*
3) *The condition is that there is a compelling case in the public interest for the land to be acquired compulsorily.*

59. It is clear from the Works Plans **[REP2-003]** and the HM Land Registry Plans of the Carpenters' freehold land **[Schedules 1 and 2 of REP1-232]**, together with the AQ dDCO **[REP3-003]** scope of "authorised development" and Schedule 1, that the Applicant envisages permanently situating on the Carpenters' freehold farm land: fibre optic cables; Telecommunications Buildings; a road; a landscape area; and a Convertor Station; pursuant to proposed compulsory purchase powers and for which the Applicant relies on section 122(1)(a).

60. The Carpenters have previously objected to the presence of the Telecommunications Buildings on their land and it is now clear from the Applicant's iterative design process that those buildings are parasitic upon the commercial function of some of the 192 fibres within the FOC cable for commercial telecommunications: being "required solely in connection with the commercial use" (see paragraph 5.4 of the Statement in Relation to the FOC" (6th October 2020), Document Ref: 7.7.1. **[REP1-127]**. The same logic applies to the spur road leading to those buildings. That land would otherwise remain existing undeveloped grassed pasture for livestock on the Carpenters' farmstead.

61. In relation to the structures envisaged to be situated on the Carpenters' land:

a) "[I]t would be possible to install a cable with fewer fibre optic cables (and thus less spare capacity)" (see paragraph 5.2 of the "Statement in Relation to Funding"; "overcapacity is in fact unavoidable due to industry standard sizing of fibre optic cables" (see Column 2, page 10, Statement in Relation to FOC") **[REP1-127]**. At its highest, as at Deadline 4, the Applicant's position is that it "desires" to make use of otherwise excessive spare capacity in over-specified industry standard cables: "The Proposed Development is an Interconnector, and the Applicant is desiring of utilising the Proposed Development to its full design capacity and benefit". See Column 2, Response 17, page 2-9, of Applicant's Response to Deadline 2 Submissions (3rd November 2020), Document Ref: 7.9.6 **[REP3-014]**. In fact, the "design capacity" is no more than a choice to use an industry standard cable with excessive unnecessary capacity. See paragraph 5.2 of the Statement in Relation to FOC, and paragraph 5.2. It is difficult to see how a "desire" to make use of otherwise unnecessary fibre optic cable;

b) The Telecommunications Buildings are also unnecessary because they are parasitic on the unnecessary fibre optic cables, being "required solely in connection with the commercial use" of the fibre. See paragraph 5.4 of the "Statement in Relation to FOC" **[REP1-127]**;

c) The spur road serving the Telecommunications Buildings is also unnecessary, being parasitic on the situation of the Telecommunications Buildings. It is difficult to see how there is any justification for a spur road to it. Similarly, once erected, the Convertor Station (and Telecommunications Buildings) will be unmanned. Since such buildings would not be manned, it is difficult to see how a permanent spur or access road could be justified instead of a less intrusive temporary road for construction purposes;

d) The rational basis for the considerable extent of locally landscaped area envisaged to be in the north eastern part remains incomprehensible. We refer to the advice of the South Downs Authority referred to in "Landscape and Visual Correspondence" (6th October 2020), Document Ref: 7.4.1.8 **[REP1-099]**:

> *Email dated 18th October 2018, 15:12:*
> *Overall, I'm interested in securing the best outcome for the setting of the National Park, which in my view is responded to best by retaining and improving the existing landscape character as much as possible…*
> *Mitigation Approach*
> - *The principle of retaining <u>existing</u> vegetation is our preferred option …*
>
> *Vegetation*
> - *… I would like to see the scheme deliver more benefits and respond better to its local landscape…*

The local existing landscape comprises open fields for livestock owned by the Carpenters. The existing vegetation is grass (in fields) for livestock.

The email continues:

- *The current proposed orientation of the buildings, and tracks, are totally at odds with the patterns of elements in the landscape …*

Photomontage …
[I have the] following comments/caveats:

- *… tighter footprint …*
- *A affects the setting of both farmsteads … What are their sensitivities? …*
- *B generates the need for a huge track which I do not support …*

62. In respect of the Convertor Station, an unmanned building, it remains difficult to see how any land take beyond the footprint of the Station can be permanently justified were access and maintenance rights granted in relation to the use of part of the Carpenters' surrounding land for that purpose.

APPENDIX 1

Shorter Oxford English Dictionary

ON HISTORICAL PRINCIPLES

Sixth edition

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▸ †**II** Other uses.

6 Custom, practice; mode, manner, fashion. ME–L15.

7 Site; situation. LME–L15.

8 Measurement, dimensions, size; measure, extent. LME–M17.

▸ †**B** *verb trans.* **1** Decree, ordain. LME–L15.

2 Decide, judge; try. LME–L17.

3 Assess. LME–E17.

4 Regulate (weights, measures, prices, etc.) according to an ordinance or standard. M16–M19.

■ **assizer** *noun* = ASSIZOR (b) L16. **assizor** *noun* (*a*) each of those who constituted an assize or inquest; (*b*) *Scot.* a member of a jury: ME.

associable /ə'səʊʃɪəb(ə)l, -sɪ-/ *adjective.* M16.

[ORIGIN French, from *associer* from Latin *associare*: see ASSOCIATE *verb*, -ABLE.]

†**1** Companionable. *rare.* M16–L17.

2 That may be associated (*with*) or joined in association. E19.

associate /ə'səʊʃɪət, -sɪ-/ *adjective & noun.* LME.

[ORIGIN Latin *associatus* pa. pple, formed as ASSOCIATE *verb*: see -ATE², -ATE¹.]

▸ **A** *adjective.* **1** Joined in companionship, function, or dignity; allied; concomitant. LME.

C. MARLOWE With him is Edmund gone associate? R. KNOLLES Christ our Sauiour, equall and associate to his Father. POPE Amphinomus survey'd th' associate band. S. JOHNSON They want some associate sounds to make them harmonious.

2 Sharing in responsibility, function, membership, etc., but with a secondary or subordinate status. E19.

H. F. PRINGLE The *Outlook* office where the ex-President was an associate editor.

associate professor in N. American universities, (a person of) the academic rank immediately below (full) professor.

▸ **B** *noun.* **1** A partner, a comrade; a companion; an ally, a confederate; a colleague. M16.

P. SIDNEY They persuade the king . . to make Plangus his associate in government. LD MACAULAY These men, more wretched than their associates who suffered death. W. IRVING His associates soon turned the tide of the battle. D. W. HARDING To her the first necessity was to keep on reasonably good terms with the associates of her everyday life.

2 A thing placed or found in conjunction with another. M17.

PAIRED ***associates.***

3 A person who belongs to an association or institution in a secondary or subordinate degree of membership. E19.

■ **associateship** *noun* the position or status of an associate E19.

associate /ə'səʊʃɪeɪt, -sɪ-/ *verb.* LME.

[ORIGIN Latin *associat-* pa. ppl stem of *associare*, from *ad* AS-¹ + *socius* sharing, allied: see -ATE³.]

1 *verb trans.* Join, unite, ally, (persons; oneself or another *with*, (arch.) *to* another or others, *in*, †*to* a common purpose, action, or condition); declare (oneself) in agreement *with*. LME. ▸**b** Elect as an associate member. E19.

SWIFT None but papists are associated against him. D. HUME The troops . . associating to them all the disorderly people. E. A. FREEMAN Arnulf associated his son with him in his government. GLADSTONE It is for me . . to associate myself with the answer previously given by the Under-Secretary. **b** SOUTHEY He . . was associated to the royal Academy there.

†**2** *verb trans.* Join oneself to (a person); accompany; keep company with. M16–M17.

J. MARBECK Therfore shal man leaue father and mother and associate his wife. SHAKES. *Rom. & Jul.* A barefoot brother . . to associate me, Here in this city visiting the sick.

3 *verb trans.* **a** *gen.* Join, combine, (things together; one thing *with*, *to* another or others). Chiefly *refl.* or in *pass.* *arch.* L16. ▸**b** *spec.* Connect as an idea (*with*, †*to*). M18.

A. BAIN The muscles . . act in groups, being associated together by the organization of the nervous centres. T. H. HUXLEY This vapour is intimately associated with the other constituents of the atmosphere. **b** A. S. NEILL The children will leave electric lights on because they do not associate light with electricity bills. JENNIE MELVILLE She associated love and pain.

†**4** *verb trans.* Of things: accompany, join. L16–L17.

T. HEYWOOD Those torturing pangues That should associate death.

5 *verb intrans.* Combine for a common purpose; keep company, have frequent dealings, *with*. M17.

BURKE When bad men combine, good men must associate. D. RUNYON As a rule I do not care to associate with coppers, because it arouses criticism from other citizens.

■ **associater** *noun* (*rare*) = ASSOCIATOR E17. **associator** *noun* a person who or thing which associates; an associate; a confederate: L17. **associatory** *adjective* having the quality of associating L19.

association /əsəʊsɪ'eɪʃ(ə)n, -ʃɪ-/ *noun.* M16.

[ORIGIN French, or medieval Latin *associatio(n-)*, formed as ASSOCIATE *verb*: see -ATION.]

1 The action of joining or uniting for a common purpose; the state of being so joined. M16.

R. COKE A solemn oath of association for the restoring of it. CONAN DOYLE The good Watson had at that time deserted me for a wife, the only selfish action which I can recall in our association.

articles of association, deed of association a document giving the regulations of a limited liability company. **memorandum of association** a document giving the name, status, purposes, and capital of a limited liability company.

2 A body of people organized for a common purpose; a society. L16.

F. O'BRIEN The people who attended the College had banded themselves into many private associations.

†**3** A document setting out the common purpose of a number of people and signed by them. L16–M19.

LD MACAULAY Dropping the Association into a flower pot.

4 Fellowship, companionship; social intercourse (esp. in prison). M17.

SMOLLETT The nobility would be profaned by my association. H. ALLEN To have so pleasant and bright a companion as young Anthony sitting before the fire sped them association mightily.

5 The conjoining or uniting of things or persons with another or others; the state of being so conjoined, conjunction. M17.

J. REYNOLDS The spark that without the association of more fuel would have died. T. CAPOTE A tendency not to experience anger or rage in association with violent aggressive action.

6 Mental connection between related ideas; an idea, recollection, or feeling mentally connected with another. L17.

J. LOCKE On the Association of Ideas. W. HAMILTON Our Cognitions, Feelings, and Desires are connected together by what are called the *Laws of Association*. B. RUBENS The theatre, the picnics, the concerts, separately and by association, they triggered off total recall. A. STORR The dreamer's associations to all the images in the dream. B. BETTELHEIM The replacement of a word that has deep emotional associations with one that evokes hardly any.

free association: see FREE *adjective*. *PAIRED* ***association.***

7 *ECOLOGY.* A group of dominant plant species occurring together; a plant community characterized by such a group. E20.

– COMB.: **association book, association copy** a volume showing some mark of personal connection with the author or a notable former owner; **Association football** football played according to the rules of the Football Association, with a round ball which may not be handled during play except by a goalkeeper; soccer.

■ **associational** *adjective* of or pertaining to (an) association E19. **associationism** *noun* (*a*) *rare* union in an association; (*b*) a theory accounting for mental phenomena by association of ideas: M19. **associationist** *noun & adjective* (*a*) *noun* a member of an association; an adherent of associationism; (*b*) *adjective* = ASSOCIATIONISTIC: M19. **associatio'nistic** *adjective* of or pertaining to associationism or associationists E20.

associative /ə'səʊʃɪətɪv, -sɪ-/ *adjective.* E19.

[ORIGIN from ASSOCIATE *verb* + -IVE.]

1 Of, pertaining to, or characterized by association (esp. of ideas). E19.

2 *MATH.* Governed by or stating the condition that where three or more quantities in a given order are connected together by operators, the result is independent of any grouping of the quantities, e.g. that $(a \times b) \times c = a \times (b \times c)$. M19.

B. RUSSELL The associative, commutative and distributive laws.

■ **associatively** *adverb* L19. **associativeness** *noun* (*rare*) L19. **associa'tivity** *noun* (esp. *MATH.*) M20.

assoil /ə'sɔɪl/ *verb trans. arch.* exc. *SCOTS LAW* (see sense 4b). Also (*Scot.*) **assoilzie** /-l(j)i/. ME.

[ORIGIN Anglo-Norman *as(s)oili(e)r*, from Old French *assoil-* tonic stem of *asoldre* (mod. *absoudre*) from Latin *absolvere* ABSOLVE; the Scot. form derives from Middle English *-ȝy-*.]

▸ **I** With a person as obj.

1 Grant absolution to; absolve *of*, *from* a sin. ME. ▸**b** Release from purgatory. LME.

†**2** Release from excommunication or other ecclesiastical sentence. LME–L17.

†**3** Release *from*, *of* obligations or liabilities. LME–M17.

4 Acquit of a criminal charge. (Foll. by *of*, *from*.) LME. ▸**b** *SCOTS LAW* (as ***assoilzie***). Hold not liable, in a civil action, by decision of court. E17.

5 *gen.* Release, set free, discharge, (*of*, *from*). LME.

▸ **II** With a thing as obj.

†**6** Clear up, solve, resolve. LME–L17.

†**7** Refute (an objection or argument). LME–E18.

8 Expiate, atone for. L16.

†**9** Get rid of, dispel. *rare* (Spenser). Only in L16.

■ **assoilment** *noun* absolution from sin, guilt, censure, accusation, etc. E17.

†**assoin** *noun, verb* see ESSOIN *noun, verb.*

assonance /'as(ə)nəns/ *noun.* E18.

[ORIGIN French, from Latin *assonare* respond to, from *ad* AS-¹ + *sonare*, from *sonus* sound: see -ANCE.]

1 Resemblance or correspondence of sound between two syllables. E18.

2 The rhyming of one word with another in accented vowel and those that follow, but not in consonants, or (less usually) in consonants but not in vowels. E19.

3 *transf.* Correspondence more or less incomplete. M19.

■ **assonant** *adjective & noun* (*a*) *adjective* exhibiting assonance; (*b*) *noun* in *pl.*, words exhibiting assonance: E18. **assonantal** /-'nant(ə)l/ *adjective* of or pertaining to assonance, exhibiting assonance M19.

assonate /'as(ə)neɪt/ *verb intrans.* E17.

[ORIGIN Latin *assonat-* pa. ppl stem of *assonare*: see ASSONANCE, -ATE³.]

†**1** Sound like a bell. *rare.* Only in E17.

2 Correspond in sound; *spec.* exhibit assonance. M17.

assort /ə'sɔːt/ *verb.* L15.

[ORIGIN Old French *assorter* (mod. *-ir*), from *à* A-⁵ (assim. to *as* AS-¹) + *sorte* SORT *noun*².]

1 *verb trans.* Distribute into groups; arrange in sorts. L15. ▸**b** Classify, place in a group, *with*. M19.

Tait's Edinburgh Magazine Merchants . . employ wool-sorters of their own to assort and repack it. **b** DICKENS He would . . assort it with the fabulous dogs . . as a monstrous invention.

2 *verb trans.* Provide with an assortment. *arch.* M18.

OED We have sent orders for some white goods to assort our store.

3 *verb intrans.* Fall into a class *with*; correspond or suit (*well*, *ill*, etc.) *with*. E19.

W. HAMILTON Finding that it is harmonious,—that it dovetails and naturally assorts with other parts. E. LINKLATER Her cold hard voice that assorted so badly with his memory of her.

4 *verb intrans.* Keep company, associate, *with*. *arch.* E19.

C. LAMB I could abide to assort with fisher-swains.

■ **assorted** *adjective* (*a*) matched to; (*ill*, *well*, etc.) suited to one another; (*b*) of various sorts put together: L18.

assortative /ə'sɔːtətɪv/ *adjective.* L19.

[ORIGIN from ASSORT + -ATIVE.]

BIOLOGY. Designating mating which is not random, but correlated with the possession by the partners of certain similar (or dissimilar) characteristics.

assortment /ə'sɔːtm(ə)nt/ *noun.* E17.

[ORIGIN from ASSORT *verb* + -MENT, after French *assortiment*.]

1 The action of assorting; the state of being assorted. *arch.* E17.

OED She was engaged in the assortment of her crewels.

2 A set of various sorts put together. M18.

J. BRAINE A confusion of voices and an assortment of minor noises—glasses clinking, matches being struck, the central heating rumbling.

3 A group of things of the same sort. *rare.* M18.

ADAM SMITH Those classes and assortments, which . . are called genera and species.

assot /ə'sɒt/ *verb.* Long *arch. rare.* Infl. **-tt-**. ME.

[ORIGIN Old French & mod. French *assoter*, formed as A-⁵ + *sot* from medieval Latin *sottus*: see SOT *noun*.]

†**1** *verb intrans.* Behave foolishly; become infatuated. Only in ME.

2 *verb trans.* Make a fool of; infatuate. Chiefly as ***assotted*** *ppl adjective*. LME.

ASSR *abbreviation.*

hist. Autonomous Soviet Socialist Republic.

Asst *abbreviation.*

Assistant.

assuage /ə'swedʒ/ *verb.* ME.

[ORIGIN Old French *as(s)ouagier* from Proto-Romance, from Latin *ad* AS-¹ + *suavis* sweet.]

▸ **I** *verb trans.* **1** Mitigate, appease, allay, alleviate, relieve, (feelings, pain, appetite, desire, etc.). ME.

BACON They need medicine . . to assuage the disease. J. LONDON He had once gone three days without water . . in order to experience the exquisite delight of such a thirst assuaged. N. ALGREN Assuaging her fears by day and her lusts by night.

†**2** Relax, moderate, (a harsh law etc.). ME–L15.

3 Pacify, soothe, (a person). LME.

ADDISON Kindling pity, kindling rage At once provoke me, and asswage.

4 *gen.* Abate, lessen, diminish. *arch.* LME.

W. OWEN Of a truth All death will be annul, all tears assuage? W. S. CHURCHILL But in the name of reason irrational forces had been let loose. These were not easily to be assuaged.

▸ **II** *verb intrans.* †**5** Of passion, pain, appetite, etc.: become less violent, abate. ME–E18.

DEFOE The plague being come to a crisis, its fury began to assuage.

6 *gen.* Diminish, fall off, abate, subside. Long *arch.* LME.

AV *Gen.* 8:1 And the waters asswaged.

■ **assuagement** *noun* (*a*) the action of assuaging; the condition of being assuaged; (*b*) (now *rare*) an assuaging medicine or application: M16. **assuager** *noun* M16.

APPENDIX 2

APPENDIX 2

ANALYSIS OF INTERCONNECTOR PROJECTS LISTED IN DOCUMENT ENTITLED: "ELECLINK: SHEDDING SOME LIGHT ON A KEY EUROPEAN PROJECT" (DECEMBER 2019) LINK

AND ADDITIONAL PROJECTS LISTED AS PROJECT NUMBERS 15-17 IN THE TABLE BELOW

Note to reader: some of the links built into this Appendix 1 may only open using "Chrome" Browser.

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
1.	**IFA** RTE (French Developer) National Grid (GB Developer)	No	No. IFA constructed in 1980s.	Not found.	HVDC. 2 sets of 2 cables	No technical information identified relating to telecommunications.	Cable laid in 1986. Charging Methodology for IFA and IFA 2 Interconnectors (1 Dec 2019) makes no mention commercial telecoms sales. See p.8 of Link.
2.	**Moyle** Mutual Energy (UK)	No	No	Outline planning permission for convertor stations (1998) Reserved matters approval (2000)	HVDC / Fibre Optic	Article indicates *"a fibre optics cable and communications has been integrated into the cables."* No technical information identified relating to telecommunications.	
3.	**Brit Ned** TenneT (Dutch Developer) National Grid (GB Developer)	No	No	Not found.	HVDC	No technical information identified relating to telecommunications.	
4.	**EWIC** EirGrid Interconnector Limited (EIL) part of the EirGrid Group (Irish Developer) UK is the other relevant jurisdiction. Completed in 2012.	No	No	**Flintshire County Council** **Decision Notice not found.** Link to status of planning in Quarter 4 of 2009. Planning Permission was granted in 2009. **An Board Pleanala (Irish equivalent to PINS)** Granted permission for location and construction of a converter station on 14 Sep 2009 following application by Fingal County Council and Meath County Council. Ref: PL17.VA0002. Link to Order itself and link to website (showing all docs).	HVDC & Fibre Optic	See East West Interconnector Revenue Requirement Public Information Note dated 7 September 2012: Link. Revenue appears generated from commercial fibre optic 'hosting'. See pages. 3, *"less revenue from received from other revenue streams such as ancillary services"*, 8 *"income from hosting fee from fibre optics laid on top of the EWIC"*, 27, para 9 – *"the operational costs of the fibre optic business is a matter for EirGrid and is not recovered through TUoS or under this submission. However, the fibre optic business is utilising the regulated asset."* Para 9.1. Note: TUoS stands for "Transmission Use of System". See Add Board Pleanala - Strategic Infrastructure Development Order (Link to Order).	Electricity can be traded between Ireland and GB through the interconnector. Traders can buy into supplies. Irish Order terms indicate the purpose of the fibre is "primarily" to control operation of the interconnector (see links in Planning Permission column).

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
						"PROPOSED DEVELOPMENT….third duct containing a fibre optic cable primarily to control the operation of the interconnector."	
5.	**NEMO** National Grid (GB Developer) Elia (Belgian Developer)	No	No	**Thanet District Council** F/TH/13/0760 R/TH/16/0128 - Link **Dover District Council** DOV/13/00759 Link	HVDC / HVAC / Fibre Optic	ES Update Reserved Matters for R/TH/16/0128 at para 1.4 – *"National Grid Nemo Link Limited obtain consent on 19th December 2013 for a hybrid proposal comprising… HDVC, HVAC and fibre optic cables – all matters provided."* Ofgem Con report indicates fibre optic cables *"exclusively for the operation of the interconnector"* – para 10.1 Link.	No references to fibre optic cables in the Decision Notices. Addendum ES refers to Fibre Optic (see Telecommunications column). Ofgem report indicates fibre would be used to support the operation of the interconnector (see link in Telecommunications column), and fibre optic cables *"exclusively for the operation of the interconnector"* – para 10.1 Link.
6.	**ElecLink** ElecLink (Wholly owned subsidiary of GetLink company which owns the Channel Tunnel) EU Project of Common Interest	No	No	**Shepway District Council now known as Folkestone & Hythe District** Council granted Planning Permission for Converter Station alone: Link. **Planning Permission for Cable Route** Statutory undertakers Elec Link granted permitted development rights for cable route from National Grid to converter. And see notes re Wayleave. See Planning Section of Elec Link info sheet - p. 5&6. Link.	HVDC	No technical information identified relating to telecommunications.	**Wayleave** From Converter Station to France, Elec Link entered into Wayleave Agreement with Eurotunnel. No express terms permit use of fibre optic cables for commercial telecommunications.
7.	**IFA2** RTE (French Developer) National Grid (GB Developer)	No	No	**Fareham Borough Council:** Outline Planning Permission – P16/055/OA – granted 23 Jan 2017. Reserved Matters ("RM") – P/17/0835/RM – detailed designs of IFA2 converter. RM – P/17/0834/RM – area of public open space around converter. FPP – P/16/0557/DP/A granted 25 Sep 2017 subject to conditions (see notes).	Either Cross Linked Polyethylene (XLPE) or Mass Impregnated Non Draining (MIND) HVDC cables or XLPE HVAC cables. p. 11 of PDF – follow link IFA2.	**HRA** refers to Fibre Optic installation 1.4.12 & 1.4.13 (p.88 of PDF).	Decision Notices relevant to the specification of the cable are not identifiable on Fareham BC's website. Approved planning conditions not relate to fibre optic cables. See: P/16/0557/DP/A - Condition 10: Scheme of external lighting to the converter station - Condition 11: Audible and Noise Assessment - Condition 12: Audible and Noise Assessment

APPENDIX 2

AQ DCO Deadline 4: 17 Nov 2020

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
				FPP – P/16/0557/DP/B granted 25 Sept 2017 subject to conditions (see notes).			- Condition 14: Radio and Telecoms Interference and Electro Magnetic Fields from the Converter Station plan - Condition 22: Construction Traffic Management Plan P/16/0557/DP/B - Condition 9a and 9b Converter Station Drainage - Condition 28a and 28b TV and Radio Reception HRA refers to Fibre Optic cable but unable to find any indication it's used for commercial purposes (see link in Telecommunications column).
8.	**NSL** Statnett (Norwegian Developer) National Grid North Sea Limited (UK Developer)	No	CPO authorised by Secretary of State: "The National Grid North Sea Link Limited (East Sleekburn) Compulsory Purchase Order 2016".	All docs consolidated on to one page with links: https://northsealink.com/en/documents/ **Northumberland County Council:** Non Material Amendments approval - 16/01588/NONMAT 13/03524/OUTES	HVDC subsea and onshore. HVAC underground from converter to Gas Insulated Switchgear (GIS).	**Environmental Statement** Link P5-5 on p39 of PDF – *"A fibre optic Distributed Temperature Sensing System may be installed in association with each marine cable for monitoring and control purposes."*	No express terms in Orders permitting use of fibre optic cabling for commercial telecommunications purposes (nor description of same in ES (see link to ES in Telecommunications column). CPO Link CPO terms: Para 3(a) gives "the acquiring authority" rights *"necessary to construct and place new electricity interconnector infrastructure…"* Para 3(h) gives the same authority the right to carry out any *"activities ancillary or incidental thereto"*.
9.	**Greenlink** Greenlink Interconnector Limited (Irish Developer) UK is the other jurisdiction we are concerned with.	No	CPO authorised by Secretary of State: "Greenlink Interconnector Limited (Greenlink, Pembroke) Compulsory Purchase Order 2020."	**Pembrokeshire County Council** Outline Planning Permission – Ref: 20/0041/PA: Link. Planning Permission - Ref: 20/0044/PA - Link– for fibre optic cables.	HVDC, HVAC and Fibre Optic	**Environment Summary – Non Technical Statement** Link p.5 - Para 1.2.3 of ES – ""*The ES, to which this NTS relates covers the Welsh Onshore components of Greenlink… to the connection with the National Grid substation, located within the Pembroke Power Station in Pembrokeshire. This is the defined as the Proposed Development and includes… underground electricity and fibre optic cables"* See para 2 on p10 of ES re Fibre Optic Cables *"for control and communication purposes, laid underground with the HVDC and HVAC cables*"	No express terms in Orders permitting use of fibre optic cabling for commercial telecommunications purposes (nor description of same in ES (see link to ES in Telecommunications column). CPO terms: S1 – *"the acquiring authority…. Authorised to purchase compulsorily the land and new rights over the land described in para 2 and 3 (the Order Land) for the purpose of the construction, use and maintenance of an electricity interconnector comprising underground cables, converter station and associated development to facilitate the*

APPENDIX 2

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
						Design Access Statement DAS Link. See p.55&56 particularly para 4.5.39 – *"the fibre optic cable system would be used for the following applications:* • *Communications and control; and* • *Monitoring temperatures of the cable system along the route"*	*transfer of electrical power between the UK and the ROI."* S3 – *"new rights authorised to be purchased compulsorily… are described in the Schedule"* The Schedule defines *"Electricity Interconnector Infrastructure"* as including "*fibre optic cables and other communication cables … and other underground or over ground works associated with or ancillary to such cables"* Para 1 of the Schedule gives the right to use the Electricity Interconnector Infrastructure Para 9 of the Schedule gives the right to carry out *"any activities ancillary or incidental hereto"*
10.	**FABLink** RTE (French Developer) FAB Link Limited (UK Developer) EU Project of Common Interest Construction due to begin 2021.	No	CPO authorised by Secretary of State: has been made – Link.	**East Devon District Council** An application for a Certificate of Lawful Development for a proposed use or development was made under S192 of TCPA 1990 (as amended), Town and Country Planning (Development Management Procedure)(England) Order 2015. No mention of Fibre Optic / Telecommunication on CLEUD application.	XLPE or MIND plus Fibre Optic Cables	**UK cable route environmental risk assessment report** Link 2-9 & 2-10 para 2.31 - *"Fibre Optic cables will also be laid for control signalling purposes associated with the operation of the interconnector."* A website link provides information at: https://www.fablink.net/faq/ *See question: "What are the benefits of the FAB Link Project for Alderney":* *"The electricity cables also utilise fibre optic cables for the control systems of the FAB Link Project – there will be significant spare capacity in the system which will be made available to the operators on the Island by ARE. This will provide existing and future generations with the opportunity to access significantly improved infrastructure necessary to attract e-commerce business in accordance with the aims of the Land Use Plan".*	No mention of commercial use in in the CPO or CLEUD terms. CPO terms restrict acquisition rights (and their purpose) of acquiring authority to: *"lay, construct, inspect, use, maintain, renew, replace, repair, remove, decommission, protect, test, improve and upgrade electric cables for transmitting electricity and fibre optic cables for the transmission of data associated with the transmission of electricity together with all ancillary equipment (including but not limited to access chambers, manholes and marker posts) associated works, connections to other electric cables and other conducting media and all the ducts, conduits, gutters or pipes for containing them to be laid (so far as not already in existence) (in this Schedule referred to as "the Works");"* Developer's website describes intention to sell excess capacity in fibre optics to operators on Island of Alderney (see link to FABLink website in Telecommunications column).
11.	**NeuConnect** NeuConnect (German Developer)	No	No	No. **Medway Council** Link to application docs MC/19/3015.	Offshore with be x 2 HVDC plus Fibre Optic Cables	**Public Information Leaflet** "**Proposals for NeuConnect Interconnector"** Link The offshore cable will comprise two high-voltage DC subsea cables, together with a fibre-optic	Fibre optics will be laid but not for commercial telecoms purposes (see link to Public Information Leaflet and ES in Telecommunications column).

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
	UK is the other jurisdiction we are concerned with.			Planning application submitted 14 Nov 2019 (undetermined).		cable of a much smaller diameter and operational control. Para 3.60, p.3-10, of ES Main Report Link submitted to Medway Council – *"alongside the DC cables there will also be up to four fibre cables, a temperature sensor and an optic cable"*	
12.	**NorthConnect** JV between 4 publicly owned Scandinavian Companies. Jurisdictions we are concerned with are UK and Norway.	No	No	**Aberdeenshire Council** Full Planning Permission relating to landing of cables – APP/2018/1831 (no mention of fibre optic cables). Planning Permission relating to Converter Station and HVAC cable connecting to Peterhead Power station APP/2015/1121 & substation ENG/2014/2818. **Marine Scotland** Link to decision notice for marine licence where para 1.3 refers to fibre optic cable.	X 2 HVDC plus a fibre optic cable	**Non-technical summary** Link Para 2.4.1 – *"A fibre optic cable will be installed along with two HVDC cables, so there can be instant communication between the two converter stations in Scotland and Norway… The fibre optic cable… will connect into the wider Norwegian fibre optic network".* **Environment Impact Report** Link P24-4, Chapter 24: Resource Usage and Waste. Repeats the cable is for communication between converter stations.	Fibre optics will be laid but not for commercial telecoms purposes (see link to Non-Technical Summary and Marine Licence Decision in Telecommunications column) but please note this will connect into the wider Norwegian network.
13.	**Atlantic Super Connection** Relevant jurisdictions are Iceland and UK.	No	No	Not found/no.	HVDC	No technical information identified relating to telecommunications.	Atlantic Super Connection is currently undertaking an assessment of the ports in the NE of England to find the best potential sites for the facility. Appears the project remaining an intention. Technical information not identified.
14.	**IceLink** Relevant jurisdictions are Iceland and UK.	No	No	No. Still at feasibility stage.	HVDC.	No technical information identified relating to telecommunications.	Appears the project remaining an intention. Technical information not identified.
15.	**Nautilus** Relevant jurisdictions are Belgium and UK.	Yes – pre app stage	No. (Pre app stage. Application for DCO expected 2022).	No.	HVDC / HVAC	Preliminary Environmental Information Report not published. Environmental Statement to be published.	Technical information not identified.
16.	**COBRA**	N/A	N/A	Rasmus Helveg Petersen, Danish Minister for Climate Energy and	HVDC / HVAC / Fibre	According to Energinet, *"In addition to power transmission, the submarine cable also provides a brand new low latency and high capacity*	Technical information not identified. Energinet's Website describes that the excess capacity in the fibre optic cable is being used

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
	TenneT (Dutch Developer) Energinet.dk (Danish Developer) EU Project of Common Interest Operational since 2019.			Building approved plans for the cable in 2014 Link.		*connection for data traffic between the Nordics and Western Europe"* *"The cable… has been primarily installed to control the interconnection with Danish company, Energinet, and Dutch company, Relined Fiver Network, being responsible for leasing out the extra capacity for commercial purposes."* *"Norwegian infrastructure company Tampnet, which owns and operates the world's largest offshore high capacity communication optical fibre network, is the first company to make use of this new connection."* *7 November 2019* Link *"In order to exchange the necessary data information about the COBRAcable, a fibre-optic data link will be installed alongside the interconnector itself. The purpose of this data cable is to facilitate communications between the two converter stations in the Netherlands and Denmark. It can also be used for a number of technical purposes, such as possible failure location and possible vessel identification (in case of damage to the cable) and registering the temperature of the COBRAcable. In future, this fibre-optic link can also be used to connect offshore wind farms to the telecommunications network. The data cable's remaining capacity will be made available to the market."* *23 September 2016* Link	by commercial customers (see links in Telecommunications column).
17.	**Celtic Interconnector** EIRGRID – Irish Developer (State Owned) Reseu de Transport (RTE) – French Developer	N/A	N/A	No. Planning process intended to begin at the end of 2020.	HVDC / Fibre	Project Website – *"The Celtic Interconnector will bring many benefits for France, Ireland and the EU if built. It will:* • *Allow 700MW (megawatts) of electricity to move between the countries…* • *Provide a direct telecommunications fibre optic link between Ireland and France"* Cable Brochure , diagrams on p6 show "Communication Cable Ducts"	Project remains an intention. Developer appears to be currently deciding where the Interconnector should be built. Planning process intended to begin at the end of 2020 and continue until 2022. Project Website indicates the interconnector will also provide telecoms (see link in Telecommunications column).
18.	**Viking**	No	CPO authorised by Secretary of State:	Yes.	HVDC / HVAC / Fibre	**UK Onshore ES** Link	Fibre optic cables will be laid but not for commercial telecoms purposes (see links to Planning Permissions (2) – (4) and the ES).

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
	Energinet (Danish Developer) National Grid (GB Developer) Project of Common Interest		"National Grid Viking Link Limited (Viking Link Interconnector) Compulsory) Purchase Order 2019. Link to Order.	(1) Boston Borough Council (Ref: B/17/0340) Link (2) North Keveston DC (Ref: 17/1200/FUL) Link – permits *"installation of fibre-optic cable(s) with the high voltage AC and DC cables"* (3) Holland DC (Ref: H04-0823-17) - Link – permits *"installation of fibre-optic cable(s) with the high voltage AC and DC cables"* (4) East Lydney DC Planning Appeal Decision (Ref: APP/D2510/W/18/3208088) - Link – appeal allowed and development permitted for work including "*the installation of fibre-optic cables with DC cables"*		P.3 para 1.3.1 – *"installation of fibre-optic cable(s) with high voltage AC and DC cables for the purpose of monitoring cable performance."* P.7 para 2.3.2 – *"from TJP… up to three fibre optic cables (two for monitoring the performance of the DC cables and one for communications between the proposed converter stations in Great Britain and Denmark"* P.44 para 2.4.14 – *"two trenches within which AC and fibre optic cables will be installed."*	S.1 of the CPO terms entitle: *"carrying on the activities authorised by its licence under the 1989 Act, and more particularly for the purpose of a high voltage direct current electrical interconnector, including a converter station at North Ing Drove, and a high voltage alternating current connection to the National Grid Electricity Transmission Plc substation at Bicker Fen, and associated works, to facilitate the transfer of electrical power between the United Kingdom and Denmark."*
19.	**GridLink** Gridlink Interconnector Ltd (UK) France is the other relevant jurisdiction. Project of Common Interest	No	No	No. Non-Technical Summary of Environmental Statement refers to applications for Development Consents, para 1.4 (p.4) Link. Development Consent applications were to be submitted in October 2020. Applications appear not submitted as at November 2020. Article written 8 September 2020 suggests application for planning permission will be made to Medway Council (instead of for a DCO). Link.	HDVC / HVAC / Fibre	Non-Technical Summary – p.18 Link *"A smaller fibre-optic cable will be included with the bundled HVDC cables for monitoring and control purposes".* Marine Environment Appraisal Link p.8 para 2.4 *"A smaller fibre-optic cable will be included with the bundled HVDC cables for monitoring and control purposes".* Gridlink Website – Subsea and Onshore HVDC Cable Design Link – *"A smaller fibre-optic cable will be included with the bundled HVDC cables for monitoring and control purposes."* Onshore HVAC Cable Design – Drawing shows fibre optic cable - Link No onshore available ES yet published.	From limited technical information available, fibre optic cables will be laid but not for commercial telecoms purposes (see link to Non-Technical Summary).

APPENDIX 3

ELECTRICITY ACT 1989
SECTION 6(1)(e)

ELECTRICITY INTERCONNECTOR LICENCE

FOR

Aquind Limited

PART I. TERMS OF THE LICENCE

1. This licence, granted under section 6(1)(e) of the Electricity Act 1989 ("the Act"), authorises Aquind Limited (a company registered in England and Wales under company number 06681477) ("the licensee") whose registered office is situated at Ogn House, Hadrian Way, Wallsend, NE28 6HL, United Kingdom to participate in the operation of the electricity interconnector specified in Schedule 1 during the period specified in paragraph 3 below, subject to -

   (a) the standard conditions of electricity interconnector licences referred to in –

      (i) paragraph 1 of Part II below, which shall have effect in the licence; and

      (ii) paragraph 2 of Part II below which shall only have effect in the licence if brought into effect or back into operation in accordance with the provisions of standard condition 12,

   subject to such amendments to those conditions, if any, as are set out in Part III below (together "the conditions");

   (b) the special conditions, if any, set out in Part IV below ("the special conditions"); and

   (c) such Schedules hereto as may be referenced in the conditions, the special conditions or the terms of the licence.

2. This licence is subject to transfer, modification or amendment in accordance with the provisions of the Act, the special conditions or the conditions.

3. This licence shall come into force on 9 September 2016 and unless revoked in accordance with the provisions of Schedule 2 shall continue until determined by not less than 25 years' notice in writing given by the Authority to the licensee. Such notice must not be served earlier than a date being ten years after the licence comes into force.

4. The provisions of section 109(1) of the Act (service of documents) shall have effect as if set out herein and as if for the words "this Act" there were substituted the words "this licence".

5. Without prejudice to sections 11 and 23(1) of the Interpretation Act 1978, Parts I to IV inclusive of, and the Schedules to this licence shall be

interpreted and construed in like manner as an Act of Parliament passed after the commencement of the Interpretation Act 1978.

6. References in this licence to a provision of any enactment, where after the date of this licence -

   (a) the enactment has been replaced or supplemented by another enactment, and

   (b) such enactment incorporates a corresponding provision in relation to fundamentally the same subject matter,

   shall be construed, so far as the context permits, as including a reference to the corresponding provision of that other enactment.

The Official Seal of the Gas and Electricity Markets Authority hereunto affixed is authenticated by:-

[redacted]

.....

Lesley Nugent
Authorised in that behalf by the Gas and Electricity Markets Authority

LS

9 September 2016

PART II. THE STANDARD CONDITIONS

1. Standard conditions in effect in this licence

Section A	Section B	Section C	Section D	Section E	Section F
Standard condition 1	Standard condition 3	Standard condition 9	Standard condition 10	Standard condition 15	Standard condition 19
	Standard condition 4		Standard condition 11	Standard condition 16	Standard condition 20
	Standard condition 5		Standard condition 11A	Standard condition 17	Standard condition 21
	Standard condition 6		Standard condition 12	Standard condition 18	Standard condition 22
	Standard condition 7		Standard condition 14		Standard condition 23
	Standard condition 8				

2. Standard conditions not in effect or suspended from operation in this licence

There are no standard conditions not in effect in this licence.

Note: A copy of the standard conditions of electricity interconnector licences as determined by the Secretary of State together with subsequent modifications can be inspected at the principal office of the Authority. The above lists are correct at the date of this licence but may be changed by subsequent modifications to the licence.

PART III. AMENDED STANDARD CONDITIONS PARTICULAR TO THIS LICENCE

There are no amendments to the standard conditions.

PART IV. SPECIAL CONDITIONS

There are no special conditions.

SCHEDULE 1

SPECIFIED AREA OF LICENCE

Aquind Limited interconnector between Great Britain (Lovedean Substation, Waterlooville) and France (Barnabos Substation).

SCHEDULE 2

REVOCATION

1. The Authority may at any time revoke the licence by giving no less than 30 days' notice (24 hours' notice, in the case of a revocation under sub-paragraph 1(f)) in writing to the licensee:

   (a) if the licensee agrees in writing with the Authority that the licence should be revoked;

   (b) if any amount payable under standard condition 2 (Payments by the Licensee to the Authority) is unpaid 30 days after it has become due and remains unpaid for a period of 14 days after the Authority has given the licensee notice that the payment is overdue - provided that no such notice shall be given earlier than the sixteenth day after the day on which the amount payable became due;

   (c) if the licensee fails:

      (i) to comply with a final order (within the meaning of section 25 of the Act) or with a provisional order (within the meaning of that section) which has been confirmed under that section and (in either case) such failure is not rectified to the satisfaction of the Authority within three months after the Authority has given notice in writing of such failure to the licensee - provided that no such notice shall be given by the Authority before the expiration of the period within which an application under section 27 of the Act could be made questioning the validity of the final or provisional order or before the proceedings relating to any such application are finally determined; or

      (ii) to pay any financial penalty (within the meaning of section 27A of the Act) by the due date for such payment and such payment is not made to the Authority within three months after the Authority has given notice in writing of such failure to the licensee - provided that no such notice shall be given by the Authority before the expiration of the period within which an application under section 27E of the Act could be made questioning the validity or effect of the financial penalty or before the proceedings relating to any such application are finally determined;

   (d) if the licensee fails to comply with:

      (i) an order made by the court under section 34 of the Competition Act 1998;

(ii) an order made by the Authority under sections 158 or 160 of the Enterprise Act 2002;

(iii) an order made by the Competition Commission under sections 76, 81, 83, 84 and 161 of the Enterprise Act 2002;

(iv) an order made by the Secretary of State under sections 66, 147, 160 or 161 of the Enterprise Act 2002;

(e) if the licensee:

(i) has not commenced participation in the operation of the interconnector to which this licence relates within 3 years of the date on which the licence comes into force;

(ii) has ceased to participate in the operation of the interconnector to which this licence relates;

(f) if the licensee:

(i) is unable to pay its debts (within the meaning of section 123(1) or (2) of the Insolvency Act 1986, but subject to paragraphs 2 and 3 of this schedule) or has any voluntary arrangement proposed in relation to it under section 1 of that Act or enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Authority);

(ii) has a receiver (which expression shall include an administrative receiver within the meaning of section 251 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed;

(iii) has entered administration under section 8 of and Schedule B1 to the Insolvency Act 1986;

(iv) passes any resolution for winding-up other than a resolution previously approved in writing by the Authority; or

(v) becomes subject to an order for winding-up by a court of competent jurisdiction;

(g) if the licensee is incorporated or has assets in a jurisdiction outside England and Wales and anything analogous to any of the events specified in sub-paragraph (f) occurs in relation to the licensee under the law of any such jurisdiction; or

2. For the purposes of sub-paragraph 1(f)(i), section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for "£750" there was substituted "£100,000" or such higher figure as the Authority may from time to time determine by notice in writing to the licensee.

3. The licensee shall not be deemed to be unable to pay its debts for the purposes of sub-paragraph 1(f)(i) if any such demand as is mentioned in section 123(1)(a) of the Insolvency Act 1986 is being contested in good faith by the licensee with recourse to all appropriate measures and procedures or if any such demand is satisfied before the expiration of such period as may be stated in any notice given by the Authority under paragraph 1.

4. The Authority may at any time revoke the licence by giving no less than 7 days' notice in writing to the Licensee where the Authority is satisfied that there has been a material misstatement (of fact) by, or on behalf of the Licensee, in making its application for the Licence.

APPENDIX 4

ELECTRICITY INTERCONNECTOR LICENCE: STANDARD CONDITIONS

TABLE OF CONTENTS – ELECTRICITY INTERCONNECTOR LICENCE

Part II – THE STANDARD CONDITIONS

PART II - SECTION A: INTERPRETATION, APPLICATION AND PAYMENTS

Condition 1. Definitions and interpretation

1. In these licence conditions unless the context otherwise requires:

"Access Rules"	means methodologies used to establish terms and conditions for access to (including use of) the licensee's interconnector but not including those related to charges
the "Act"	means the Electricity Act 1989
the "Agency"	means the European Union Agency for the Cooperation of Energy Regulators established by Regulation (EU) 2019/942 of the European Parliament and of the Council of 5 June 2019 establishing a European Union Agency for the Cooperation of Energy Regulators (recast);
"ancillary service"	means a service necessary for the operation of the licensee's interconnector or an interconnected system
the "Authority"	means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000
"BSC"	means the balancing and settlement code provided for in paragraph 1 of standard

	condition C3 (Balancing and Settlement Code (BSC)) of the transmission licence, as from time to time modified in accordance with that condition
"CUSC"	means the Connection and Use of System Code provided for in paragraph 2 of standard condition C10 (Connection and Use of System Code (CUSC)) of the transmission licence, as from time to time modified in accordance with that condition
the "Directive"	means Directive 2009/72/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC
"GB system operator"	means the holder for the time being of a transmission licence in relation to which licence the Authority or the Secretary of State, where appropriate, has issued a Section C (system operator standard conditions) Direction and where Section C remains in effect (whether or not subject to any terms included in a Section C (system operator standard conditions) Direction or to any subsequent variation of its terms to which the transmission licensee may be subject)
"Grid Code"	means the grid code required to be drawn up by the GB system operator pursuant to

	standard condition C14 (Grid Code) of the transmission licence, as from time to time revised with the approval of the Authority
"information"	includes (without limitation) any documents, accounts, estimates, returns, records or reports and data (whether in written, verbal or electronic form) and/or information in any form or medium whatsoever (whether or not prepared specifically at the request of the Authority) of any description specified by the Authority
"integrated transmission system"	means a system which includes both transmission and interconnection and which the regulatory authority, for the purpose of setting and/or approving system tariffs and/or a tariff or charging methodology, does not draw a distinction between usage of the transmission and the interconnection forming part of that system
"interconnected system"	means a system of a relevant system operator with which the licensee's interconnector is connected or with which the licensee interfaces
"interconnector capacity"	means all interconnector capacity, including new interconnector capacity, which is available over the licensee's interconnector

"licensee's interconnector"	means the electricity interconnector specified in Schedule 1 to this licence which the licensee is authorised to participate in the operation of by virtue of this licence
"new interconnector capacity"	means physical capacity, or new capacity product, which is made available over the licensee's interconnector on or after 3 March 2011
the "Regulation"	means Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity (recast)
"regulatory authority"	means any body (other than the Authority) designated by a Member State whose responsibilities include the oversight or regulation of any of the activities or matters covered by this licence
"related undertaking"	has the meaning given to it in Article 2 of the Directive
"relevant system operator"	means a transmission system operator or distribution system operator where such phrases shall have the meaning given to them in Article 2 of the Directive
"Scottish grid code"	means any grid code which any transmission licensee other than the GB system operator is obliged to maintain pursuant to its licence
"transmission licence"	means a licence granted or treated as granted under section 6(1)(b) of the Act

"transmission licensee"	means a person who holds a transmission licence

2. Any words or expressions used in Part I of the Act, the Utilities Act 2000 or the Energy Act 2004 shall, unless the contrary intention appears, have the same meaning when used in these conditions.

3. Except where the context otherwise requires, any reference to a numbered condition (with or without a letter) or Schedule is a reference to the condition or Schedule (with or without a letter) bearing that number in this licence, and any reference to a numbered paragraph (with or without a letter) is a reference to the paragraph bearing that number in the condition or Schedule in which the reference occurs, and reference to a Section is a reference to that Section in these conditions.

4. These conditions shall have effect as if, in relation to a licensee who is a natural person, for the words "it", "its" and "which" there were substituted the words "he", "him", "his", and "whom", and similar expressions shall be construed accordingly.

5. Except where the context otherwise requires, a reference in a condition to a paragraph is a reference to a paragraph of that condition and a reference in a paragraph to a sub-paragraph is a reference to a sub-paragraph of that paragraph.

6. Any reference in these conditions to:

   (a) a provision thereof;

   (b) a provision of the standard conditions of electricity supply licences;

   (c) a provision of the standard conditions of electricity distribution licences;

   (d) a provision of the standard conditions of electricity transmission licences; or

   (e) a provision of the standard conditions of electricity generation licences,

   shall, if these conditions or the standard conditions in question come to be modified, be construed, so far as the context permits, as a reference to the

corresponding provision of these conditions or the other standard conditions in question as modified.

7. In construing these conditions, the heading or title of any condition or paragraph shall be disregarded.

8. Any reference in a condition to the purposes of that condition generally is a reference to the purposes of that condition as incorporated in this licence and as incorporated in each other licence under section 6(1)(e) of the Act (whenever granted) which incorporates it.

9. Where any obligation placed on the licensee under this licence is required to be performed by a specified date or time, or within a specified period, and where the licensee has failed so to perform by such date or time, or within such period, such obligation shall continue to be binding and enforceable after the specified date or time, or after the expiry of the specified period (but without prejudice to all rights and remedies available against the licensee by reason of the licensee's failure to perform by that date or time, or within that period).

10. Anything required by or under these conditions to be done in writing may be done by facsimile transmission of the instrument in question or by other electronic means and, in such case:

    (a) the original instrument or other confirmation in writing shall be delivered or sent by pre-paid post as soon as is reasonably practicable, and

    (b) where the means of transmission had been agreed in advance between the parties concerned, in the absence of and pending such confirmation, there shall be a rebuttable presumption that what was received duly represented the original instrument.

11. The definitions referred to in this condition may include some definitions which are not used or not used exclusively in Sections A, B, C, D, E, F, or G (which sections are incorporated in all electricity interconnector licences). Where:

    (a) any definition is not used in Sections A, B, C, D, E, F, or G that definition shall, for the purposes of this licence, be treated:

(i) as part of the condition or conditions (and the Section) in which it is used; and

(ii) as not having effect in the licence until such time as the condition in which the definition is used has effect within the licence in pursuance of that condition;

(b) any definition which is used in Sections A, B, C, D, E, F, or G and is also used in one or more other Sections:

(i) that definition shall only be modifiable in accordance with the modification process applicable to each of the conditions in which it is used; and

(ii) if any such condition is modified so as to omit that definition, then the reference to that definition in the condition shall automatically cease to have effect.

Condition 1A. Application of Section G

1) The standard conditions in Section G (in whole or in part) shall not have effect in this licence; and the licensee shall not be obliged to comply with the requirements of Section G (in whole or in part) of this licence until the Authority has issued to the licensee a direction in accordance with paragraph 2 of this condition.

2) The Authority may issue a direction (a "Section G (Cap and Floor Conditions) Direction") to the licensee specifying that the standard conditions in Section G (in whole or in part) shall have effect within this licence from the date and to the extent specified in the direction.

3) The Authority may issue a direction to the licensee to vary the terms (as set out in the Section G (Cap and Floor Conditions) Direction) under which Section G (or parts thereof) has effect in this licence or to provide for Section G (or parts thereof) to cease to have effect in this licence.

4) The variation or cessation provided for in paragraph 3 of this condition shall take effect from the date specified in the variation or cessation direction issued to the licensee by the Authority.

5) With effect from the cessation referred to in paragraph 4 of this condition, paragraphs 2 to 4 of this condition shall be suspended and shall cease to have effect in this licence, in respect of Section G to the extent specified in the cessation direction, but the Authority may at any time thereafter give to the licensee a notice ending the suspension and providing for those paragraphs again to have effect in the licence with effect from the date specified in the notice.

6) Before issuing a direction under paragraphs 2 and 3 of this condition, the Authority will:

   (a) give notice to the licensee that it proposes to issue a direction specifying:

      (i) the date on which it proposes the direction to take effect;

      (ii) the text of the direction and the Authority's reasons for proposing to issue the direction; and

(iii) the time (which will not be less than a period of 28 days from the date of the notice) within which representations in response to the Authority's proposal may be made; and

(b) consider any representations in response to the notice that are duly made and not withdrawn.

Condition 2. Not used.

PART II – SECTION B: GENERAL

Condition 3. Compliance with codes

1. The licensee shall become a party to the BSC and the CUSC and shall comply with the provisions of the same in so far as applicable to it.
2. The licensee shall comply with the requirements of the Grid Code, Scottish grid code and the Distribution Code in so far as applicable to it.
3. The Authority may (following consultation with the relevant transmission licensee or licensed distributor, as appropriate responsible for such code and such other persons as the Authority considers appropriate) issue directions relieving the licensee of its obligations under paragraph 1 and/or paragraph 2 in respect of such parts of the BSC, CUSC, Grid Code, relevant Scottish grid code and/or Distribution Code, to such extent and subject to such conditions as may be specified in those directions.
4. The licensee will cooperate with the Authority and/or any person(s) appointed by the Authority or appointed pursuant to a direction of the Authority, to undertake any reasonable requests in relation to planning, project assurance and/or coordination/systems integration in order to give full effect to the conclusions of a Significant Code Review.
5. Such cooperation may include but not be limited to:
    a) the sharing of such information as reasonable, and constructive participation in industry engagement in order to undertake appropriate planning of changes to IT systems or industry standard operational processes system changes pursuant to the conclusions of a Significant Code Review;
    b) the provision of such data as may be identified and reasonably requested in order to undertake testing and/or the population of any new central systems;
    c) the preparation and cleansing of such data as may reasonably be requested in order to facilitate live operation of the new central system;
    d) the provision of test scripts and results of any testing as may be requested by any person appointed to assure the success of any testing;

e) all reasonable steps to:

i) meet key programme milestones for the completion of any action(s) assigned to the licensee;

ii) adhere to any remedial plan put in place to address any issues, delays or slippage that may impact the licensees ability to meet programme milestones, to the extent that failure to do so may jeopardise the successful and timely implementation of the programme;

iii) identify any dependencies that the licensee may have upon agents or other third-parties and secure the necessary support from such parties; and,

iv) promptly escalate and/or resolve any disputes that if unresolved may jeopardise the fulfilment of these obligations.

6. In this condition:

"Distribution Code"	means any distribution code required to be prepared by a licensed distributor pursuant to standard condition 9 (Distribution Code) of a distribution licence and approved by the Authority and revised from time to time with the approval of the Authority
"distribution licence"	means a distribution licence as granted under section 6(1)(c) of the Act
"licensed distributor"	means a person who holds a distribution licence
"Significant Code Review"	means a review of matters in relation to its principal objective and/or general duties (under section 3A of the Electricity Act or section 4AA of the Gas Act), statutory functions and/or relevant obligations arising under EU law, which the Authority considers are likely to

relate to one or more of the documents referred to in this condition, or to which the licensee is required under this licence to be a party, and concerning which the Authority has consulted upon and issued a Notice to the parties stating that the review will constitute a Significant Code Review.

Condition 4. Provision of information to the Authority

1. Subject to paragraphs 2 and 4 below, the licensee shall furnish to the Authority, in such manner and at such times as the Authority may reasonably require, such information and shall procure and furnish to it such reports, as the Authority may reasonably require or as may be necessary for the purpose of performing**:**

   (a) the functions conferred on the Authority by or under the Act;

   (b) any functions transferred to or conferred on the Authority by or under the Utilities Act 2000;

   (c) any functions conferred on the Authority by or under the Energy Act 2004; and

   (d) any functions conferred on the Authority by or under the Regulation.

   The licensee shall not be required by the Authority to furnish it under this condition with information for the purpose of the exercise of the Authority's functions under section 47 of the Act.

2. The licensee shall, if so requested by the Authority, give reasoned comments on the accuracy and text of any information or advice (so far as relating to its activities as holder of an electricity interconnector licence) that the Authority proposes to publish pursuant to section 48 of the Act.

3. This condition shall not require the licensee to produce any documents or give any information which it could not be compelled to produce or give in evidence in civil proceedings before a court.

4. The power of the Authority to call for information under paragraph 1 is in addition to the power of the Authority to call for information under or pursuant to any other condition. There shall be a presumption that the provision of information in accordance with any other condition is sufficient for the purposes of that condition, but that presumption shall be rebutted, if the Authority states in writing that in its opinion such further information is, or is likely to be, necessary to enable it to exercise functions under the condition in question.

Condition 5. Information regarding technical rules, operation and co-ordinated development

1. In order to promote effective competition and the efficient functioning of the internal market, if so directed by the Authority the licensee shall:

   (a) define the technical safety criteria and technical rules establishing the minimum technical design and operational requirements for connection by users to the interconnector. The technical rules shall ensure the interoperability of systems and be objective and non-discriminatory; and

   (b) publish the technical safety criteria and technical rules described in sub-paragraph (a) above, at least on its website.

2. To the extent not already published pursuant to paragraph 1 above, the licensee shall furnish to any relevant transmission licensee, any relevant distribution licensee or any operator of an interconnected system, information concerning the operation and technical specifications of the licensee's interconnector in such manner and at such times as may reasonably:

   (a) be required by a relevant transmission licensee or relevant distribution licensee to enable it to comply with its obligations under its own licence or applicable industry codes;

   (b) be specified in directions issued from time to time by the Authority to the licensee for the purpose of sub-paragraph (a) above, having taken into consideration any representations made to the Authority by the licensee and any relevant transmission licensee or relevant distribution licensee, and in accordance with any conditions contained in such directions; or

   (c) be required by the operator of an interconnected system for the purposes of ensuring the secure and efficient operation of the interconnected system and its coordinated development and interoperability with the licensee's interconnector.

3. The licensee shall be entitled to refuse to disclose an item of information under paragraph 1, sub-paragraph 2(a) and/or sub-paragraph 2(c)on the grounds that its disclosure would seriously and prejudicially affect the commercial interests of the licensee unless and until the Authority, by notice in writing given to the licensee,

directs it to provide that item of information on the ground that provision thereof is necessary or expedient for the purpose mentioned in paragraph 1, sub-paragraph 2(a) and/or sub-paragraph 2(c).

4. This condition shall not require the licensee to produce any documents or give any information which it could not be compelled to produce or give in evidence in civil proceedings before the court.

5. Sub-paragraph 2(a) and 2(c) shall not apply in respect of any relevant transmission licensee, any relevant distribution licensee or any operator of an interconnected system which has not established, whether in pursuance of a licence condition or otherwise, effective arrangements designed to secure that information provided in pursuance of this condition is not communicated, directly or indirectly, to any electricity generator or electricity supplier.

6. In this condition:

"relevant distribution licensee"	means any distribution licensee to whose system the licensee's interconnector is connected
"relevant transmission licensee"	means any transmission licensee to whose system the licensee's interconnector is connected or with whom the licensee interfaces as a relevant system operator

Condition 6. Separation of accounts

1. The licensee shall, in their internal accounting, keep separate accounts for each of their electricity activities: interconnection; generation; transmission (in the instance of an integrated transmission system, this will also include interconnection activities); distribution; and supply activities as if such activities were carried out by separate undertakings, to avoid discrimination, cross-subsidisation and the distortion of competition between these activities.

Condition 7. Compulsory acquisition of land etc

1. The powers and rights conferred by or under the provisions of Schedule 3 to the Act (Compulsory Acquisition of Land etc. by Licence Holders) shall have effect in relation to the licensee to enable the licensee to carry on the activities authorised by this licence and which relate to:

    (a) the construction or extension of the licensee's interconnector; or

    (b) activities connected with the construction or extension of the licensee's interconnector or connected with the operation of the licensee's interconnector.

Condition 8. Other powers etc

1. The powers and rights conferred by or under the provisions of Schedule 4 to the Act (Other Powers etc. of Licence Holders) shall have effect in relation to the licensee to enable the licensee to carry on the activities authorised by this licence and which relate to:

   (a) the construction or extension of the licensee's interconnector; or

   (b) activities connected with the construction or extension of the licensee's interconnector or connected with the operation of the licensee's interconnector.

PART II – SECTION C: REVENUE

Condition 9. Use of revenues

Part A: Purpose

1. The purpose of this licence condition is to ensure appropriate use of revenues and to secure collection of specific accounting information to an appropriate degree of accuracy by the licensee to enable the Authority to review and approve the use of revenue resulting from the allocation of interconnector capacity.

Part B: Use of Revenues

2. The licensee shall use any revenues which it receives from the allocation of interconnector capacity in accordance with Article 19(2) and (3) of the Regulation.

Part C: Use of Revenues Statement

3. The licensee shall prepare and submit to the Authority a use of revenues statement, in such form as the Authority may from time to time direct.

    (a) guaranteeing the actual availability of the allocated capacity, either on a physical or contractual basis;

    (b) network investment in maintaining or increasing interconnection capacities at an efficient level;

    (c) an income to be taken into account by regulatory authorities when approving the methodology for calculating network tariffs, and/or in assessing whether tariffs should be modified.

4. The first use of revenues statement submitted under this licence condition shall be submitted no later than 15 July 2011 and thereafter annually by 15 July.

5. The use of revenues statement must set out, in respect of the year ending on 30 June:

    (a) the total amount of revenues the licensee has received from the allocation of interconnector capacity during that period;

    (b) the use made of those revenues during that period;

(c) a statement verifying that, in the licensee's view, the actual use of revenues is in accordance with Article 19(2) and (3) of the Regulation, and giving reasons for that view; and

(d) any changes in approach or categorisation since the last submitted use of revenues statement.

Part D: Approval of Use of Revenues Statement

6. The use of revenues statement shall not be approved for the purposes of paragraph 1 unless and until the Authority has issued a direction approving the use of revenues statement, such direction to be issued without undue delay and in any event within 3 months of receipt of the use of revenues statement from the licensee, unless, prior to the expiry of that period, the Authority directs that the use of revenues statement is not approved. In the absence of any direction within 3 months of receipt of the use of revenues statement from the licensee, the use of revenues shall be deemed to be approved.

PART II – SECTION D: THIRD PARTY ACCESS

Condition 10. Charging methodology to apply to third party access to the licensee's interconnector

1. Unless otherwise determined by the Authority, the licensee shall only enter into agreements for access to the licensee's interconnector on the basis of the charging methodology last approved by the Authority.

Initial approval of charging methodology

2. The licensee shall, sufficiently in advance of new interconnector capacity becoming operational, or by such date as the Authority may direct in writing, prepare and submit for approval by the Authority, a charging methodology for access to (including use of) the licensee's interconnector. The licensee may, subject to the approval of the Authority, submit a statement which includes both the Access Rules and the charging methodology.

3. The charging methodology shall set out the methodologies for the calculation of any charges imposed for access to (including use of) the interconnector and/or the provision of ancillary services, and any payments made for access to (including use of), the interconnector, including:

    (a) charges levied by the licensee for the allocation of interconnector capacity, including but not limited to:

        (i) any charges for congestion management purposes, such as the non-use of nominated interconnector capacity; and

        (ii) any charges for the provision (including the provision to any relevant system operator) of ancillary services, including but not limited to balancing services;

    (b) payments made by the licensee for the provision of ancillary services provided by users or relevant system operators; and

    (c) payments made by the licensee to users for the loss of capacity in the event of being unable to make available interconnector capacity.

4. The charges and the application of the underlying charging methodology shall be objective, transparent, non-discriminatory and compliant with the Regulation and

any relevant legally binding decision of the European Commission and/or the Agency (collectively, the 'relevant charging methodology objectives').

5. Prior to submitting the charging methodology to the Authority for approval the licensee shall:

   (a) take all reasonable steps to ensure that all persons including those in other Member States who may have a direct interest in the charging methodology are consulted and allow them a period of not less than 28 days within which to make written representations; and

   (b) furnish to the Authority a report setting out:

      (i) the terms originally proposed in the charging methodology;

      (ii) the representations, if any, made by interested persons; and

      (iii) any change in the terms of the methodology intended as a consequence of such representations.

6. The licensee shall comply with any direction from the Authority to amend its charging methodology for the purposes of meeting the relevant charging methodology objectives, such direction to be issued without undue delay and in any event within three months of receipt of the charging methodology submitted by the licensee. Where the Authority directs changes to the charging methodology the licensee shall re-submit (by such date as may be determined by the Authority and notified to the licensee) it's charging methodology to the Authority for approval, and the provisions of paragraph 7 shall apply.

7. The charging methodology shall not be approved for the purposes of paragraph 1 unless and until the Authority has issued a direction approving the methodology on the basis that it meets the relevant charging methodology objectives, such direction to be issued without undue delay and in any event within three months of receipt of the charging methodology from the licensee, unless, prior to the expiry of that period, the Authority directs that the charging methodology is not approved. In the absence of any direction within three months of receipt of the charging methodology from the licensee, the charging methodology shall be deemed to be approved.

Provisional Charging Methodology

8. If the Authority does not approve the charging methodology submitted by the licensee, or the licensee does not submit a charging methodology for approval, the licensee shall comply with any provisional charging methodology which the Authority may, after giving reasonable notice to the licensee, fix for an interim period and the licensee shall ensure that any compensatory measures set by the Authority are put in place to compensate the licensee and/or users as the case may be if the approved charging methodology deviates from the provisional charging methodology.

Review of the charging methodology by the licensee

9. The licensee shall review its charging methodology at least once in each calendar year and, subject to paragraphs 11 to 14, make such modifications to the charging methodology as may be requisite for the purpose of ensuring that the charging methodology better achieves the relevant charging methodology objectives.

10. The licensee shall also review its charging methodology where the Authority so requests. Such review must have regard to any suggestions or comments made by the Authority on the licensee's charging methodology. The licensee shall complete any such review and provide the Authority with a report on the review within three months of the Authority's request. The licensee shall then, subject to paragraphs 11 to 14, make such modifications to the charging methodology as may be requisite for the purpose of better achieving the relevant charging methodology objectives.

Modification of charging methodology

11. Subject to paragraphs 13 and 14, the licensee shall not make a modification to the charging methodology unless the licensee has:

    (a) taken all reasonable steps to ensure that all persons, including those in other Member States, who may have a direct interest in the charging methodology, including the Authority, are consulted on the proposed modification and has allowed such persons a period of not less than 28 days within which to make written representations; and

    (b) furnished the Authority with a report setting out:

(i) the terms originally proposed for the modification;

(ii) the representations, if any, made by interested persons to the licensee;

(iii) any change in the terms of the modification intended in consequence of such representations;

(iv) how the intended modification better achieves the relevant charging methodology objectives; and

(v) a timetable for the implementation of the modification and the date with effect from which the modification (if made) is to take effect, such date being not earlier than the date on which the period referred to in paragraph 14 expires.

12. The licensee shall not propose a modification to the charging methodology more than once a year unless the Authority consents otherwise.

13. The licensee shall comply with any direction from the Authority to amend its proposed modification charging methodology for the purposes of meeting the relevant charging methodology objectives, such direction to be issued without undue delay and in any event within three months of receipt of the proposed modified charging methodology submitted by the licensee. Where the Authority directs changes to the proposed modified charging methodology the licensee shall re-submit (by such date as may be determined by the Authority and notified to the licensee) its proposed modified charging methodology to the Authority for approval and the provisions of paragraph 14 shall apply.

14. The proposed modified charging methodology shall not be approved for the purposes of paragraph 1 unless and until the Authority has issued a direction approving the proposed modified charging methodology on the basis that it meets the relevant charging methodology objectives, such direction to be issued without undue delay and in any event within three months of receipt of the proposed modified charging methodology from the licensee, unless prior to the expiry of that period, the Authority directs that the proposed modified charging methodology is not approved (in which case paragraph 8 shall apply). In the absence of any direction within three months of receipt of the proposed modified

charging methodology from the licensee, the proposed modified charging methodology shall be deemed to be approved.

Publication of charging methodology statement

15. The licensee shall publish (at least on its website) a charging methodology statement that sets out the prevailing charges for access to the licensee's interconnector and how the charges have been derived in accordance with its charging methodology, as soon as practicable after the charging methodology has been approved by the Authority, or, where the charging methodology has been modified, in accordance with any modified charging methodology. Unless the Authority directs otherwise, the charging methodology statement shall be published 28 days prior to it coming into effect.

Provision of charging methodology or charging methodology statement to any person

16. The licensee shall send a copy of its: charging methodology; charging methodology statement; and/or any proposed modification to the charging methodology proposed under paragraph 11, to any person who requests such charging methodology, charging methodology statement or proposed modification. The licensee may impose a reasonable charge upon a person who requests the sending of a charging methodology, charging methodology statement or any proposed modification. Such charge should be equivalent to the licensee's reasonable costs of meeting the request but shall not exceed the maximum amount specified in any directions that may be issued by the Authority for the purposes of this condition.

Where tariffs, and/or a tariff or charging methodology has been established or approved by a regulatory authority other than the Authority

17. Where the licensee's interconnector either:

    (a) forms part of an integrated transmission system and the tariffs and/or the tariff or charging methodology that applies to access to the licensee's interconnector have been established or approved by a regulatory authority and those tariffs and/or the tariff or charging methodology meet the relevant charging methodology objectives; or

(b) does not form part of an integrated transmission system and the tariffs and/or the tariff or charging methodology that applies to access to the licensee's interconnector have been established or approved by a regulatory authority and those tariffs and/or the tariff or charging methodology meet the relevant charging methodology objectives,

the Authority may issue a notice to the licensee that the establishment or approval by that regulatory authority meets the requirements of this licence condition. Such notice will constitute approval of a charging methodology for the purposes of this licence condition.

18. A notice issued under paragraph 17 will expire on the earlier of:

(a) the date, if any, provided for expiry in the notice, or

(b) the withdrawal of the notice by the Authority, such withdrawal being effective from the date specified by the Authority, such date being not less than four months after the Authority has informed the licensee that the notice will be withdrawn.

19. Where the Authority has issued a notice to the licensee under paragraph 17 and the tariffs, and/or tariff or charging methodology that have or has been established or approved by the regulatory authority have or has been modified, or is or are to be modified, the licensee shall furnish the Authority with a report setting out:

(a) the terms originally proposed for the modification;

(b) the representations, if any, made by any interested person to the licensee;

(c) any change in the terms of the modification intended in consequence of the representations;

(d) how the intended modification better achieves the relevant charging methodology objectives; and

(e) a timetable for the implementation of the modification and the date with effect from which the modification (if made) is to take effect.

20. Where the Authority has issued a notice to the licensee under paragraph 17, until that notice expires or is withdrawn by the Authority, paragraphs 2 and 5 to 15 of this condition do not apply to the licensee.

Agreements entered into before 1 July 2004 on the basis of a charging methodology that was approved by either the Authority or the European Commission

21. Paragraphs 2 and 5 to 15 of this licence condition do not apply to a contract for access to the licensee's interconnector that was entered into before 1 July 2004 and which:

    (a) was entered into on the basis of a charging methodology that had been approved by either the Authority or the European Commission; and

    (b) subject to paragraph 24, the Authority has given notice to the licensee that paragraphs 2 and 5 to 15 of this licence condition do not apply to such contract.

22. The licensee shall inform the Authority in writing of any proposed material changes to a contract which is the subject of a notice given under sub-paragraph 21(b). This information shall be furnished to the Authority at least 28 days before the proposed contractual variation becomes effective.

23. A notice given under sub-paragraph 21(b) may be given unconditionally or subject to such conditions as the Authority considers appropriate.

24. A notice given under sub-paragraph 21(b) may be withdrawn or revoked by the Authority in any of the following circumstances:

    (a) the Authority considers that such contract is operating in a manner which is detrimental to competition or the effective functioning of the internal electricity market, or the efficient functioning of the regulated system to which the licensee's interconnector is connected;

    (b) the licensee is found to be in breach of any national or European competition laws, such breach relating to the licensee's interconnector;

    (c) the European Commission requests that such contract is subject to approved tariffs and/or charging methodologies;

    (d) there is merger or acquisition activity in relation to or by the licensee that is detrimental to competition;

(e) there is a material change to the contract terms which has not be approved by the Authority;

(f) the contract is extended beyond its initial term;

(g) the licensee:

(i) has a receiver (which expression shall include an administrative receiver within the meaning of section 251 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed; or

(ii) has an administration order under section 8 of the Insolvency Act 1986 made in relation to it.

Provision of information to Authority in relation to the charging methodology

25. The licensee shall comply with any direction given by the Authority to furnish it with a statement showing, so far as is reasonably practicable, the methods by which, and the principles upon which, its charging methodology has been derived.

Condition 11. Requirement to offer terms for access to the licensee's interconnector

1. On the application of any person for access to the licensee's interconnector the licensee shall offer to enter into an agreement with such person for access to the licensee's interconnector.

2. The licensee shall not be in breach of this condition where there is a lack of capacity in respect of which to grant access to the licensee's interconnector.

3. Where the licensee refuses access on the grounds that it lacks the necessary capacity, duly substantiated reasons for such refusal, demonstrating that it is either not economic or not technically feasible to provide the capacity, must be given to both the person seeking access and to the Authority within 28 days of a refusal.

4. Where the licensee refuses access on the grounds that it lacks the necessary capacity and the person seeking access so requests, the licensee shall provide relevant information on measures that would be required to reinforce the network in order to provide that capacity. The licensee may impose a reasonable charge upon a person who requests such information. Such charge should be equivalent to the licensee's reasonable costs of meeting the request but shall not exceed the maximum amount specified in any direction issued by the Authority for the purposes of this condition.

5. Where the licensee considers that for reasons of confidentiality the licensee should not have to provide particular items of information to the person seeking access under paragraphs 3 or 4, the licensee may seek the consent of the Authority to limit the provision of information to that person.

6. A dispute arising from refusal of access on the grounds of lack of necessary capacity will be resolved in accordance with condition 14.

7. The licensee shall keep and maintain records for at least seven years, or the length of any concluded contract plus seven years (whichever is the longer in each case), detailing all access terms and conditions offered to any person (whether or not access is in fact granted or utilised) including details of the charges or tariffs and non-price terms and conditions of access offered.

Condition 11A. Approval of terms for access to the licensee's interconnector initial approval of access rules

1. The licensee shall, sufficiently in advance of new interconnector capacity becoming operational, or by such date as the Authority may direct in writing, prepare and submit for approval by the Authority a statement setting out the Access Rules. The licensee may, subject to the approval of the Authority, submit a statement which includes both the charging methodology and Access Rules.
2. In respect of interconnector capacity which was operational prior to 3 March 2011, and which has not been included in Access Rules submitted pursuant to paragraph 1, the licensee shall, by such date as the Authority may direct in writing, prepare and submit for approval by the Authority the Access Rules.
3. The Access Rules shall comply with the Regulation and must include, in particular, but not be limited to:
    (a) arrangements for maximising the available interconnector capacity, including: the methodology for the calculation of interconnector capacity, the netting of capacity of any power flows in the opposite direction over the interconnector, the volume of capacity offered on a firm basis and any additional capacity offered on an interruptible basis to maximise corss-border trade;
    (b) arrangements for users to obtain interconnector capacity at appropriate timescales, including, where relevant, the auction rules and procedures for nominating power flows against the capacity;
    (c) arrangements for the management of congestion, including procedures for the licensee to resell or make available to other users unused interconnector capacity and for users to transfer or resell interconnector capacity;
    (d) arrangements in the event that the licensee curtails, withdraws or is unable to provide available capacity;
    (e) arrangements for any ancillary services, such as balancing arrangements, including where users may offer ancillary services to assist with relevant system operator balancing; and

(f) any general terms and conditions that a user must accept in order to obtain interconnector capacity.

4. The Access Rules shall be transparent, objective, non-discriminatory and compliant with the Regulation and any relevant legally binding decision of the European Commission and/or Agency (collectively 'the relevant access rules objectives').
5. Prior to submitting the Access Rules to the Authority for approval the licensee shall:
   (a) take all reasonable steps to ensure that all persons, including those in other Member States who may have a direct interest in the Access Rules, are consulted and allow them a period of not less than 28 days within which to make written representations; and
   (b) furnish to the Authority a report setting out:
      (i) the terms originally proposed in the Access Rules;
      (ii) the representations, if any, made by interested persons; and
      (iii) any change in the terms of the Access Rules intended as a consequence of such representations.
6. The licensee shall comply with any direction from the Authority to amend the Access Rules for the purposes of meeting the relevant access rules objectives, such direction to be issued without delay and in any event within three months of receipt of the Access Rules submitted by the licensee. Where the Authority directs changes to the Access Rules, the licensee shall re-submit (by such date as may be determined by the Authority and notified to the licensee) its Access Rules to the Authority for approval and the provisions of paragraph 7 shall apply.
7. The Access Rules shall not be approved unless and until the Authority has issued a direction approving the Access Rules on the basis that they meet the relevant access rules objectives, such direction to be issued without undue delay and in any event within three months of receipt of the Access Rules for the licensee, unless, prior to the expiry of that period, the Authority directs that the Access Rules are not approved. In the absence of any direction within three months of receipt of the Access Rules from the licensee, the Access Rules shall be deemed to be approved.

Review of the Access Rules by the licensee

8. The licensee shall review its Access Rules at least once in each calendar year and, subject to paragraphs 10 to 13, make such modifications to the Access Rules as may be requisite for the purpose of ensuring that the Access Rules better achieve the relevant access rules objectives.
9. The licensee shall also review its Access Rules where the Authority so requests. Such review must have regard to any suggestions or comments made by the Authority on the licensee's Access Rules. The licensee shall complete any such review and provide the Authority with a report on the review within three months of the Authority's request. The licensee shall then, subject to paragraphs 10 to 13, make such modifications to the Access Rules as may be requisite for the purpose of better achieving the relevant access rules objectives.

Modification of Access Rules

10. Subject to paragraphs 12 and 13, the licensee shall not make a modification to the Access Rules unless the licensee has:
    (a) taken all reasonable steps to ensure that all persons who may have a direct interest in the Access Rules, including those in other Member States, are consulted on the proposed modification and has allowed such persons a period of not less than 28 days within which to make written representations; and
    (b) furnished the Authority with a report setting out:
        (i) the terms originally proposed for the modification;
        (ii) the representations, if any, made by interested persons to the licensee;
        (iii) any change in the terms of the modification intended in consequence of such representations;
        (iv) how the intended modification better achieves the relevant access rules objectives; and
        (v) a timetable for the implementation of the modification and the date with effect from which the modification (if made) is to take effect, such date being not earlier than the date on which the period referred to in paragraph 13 expires.

11. The licensee shall not propose a modification to the Access Rules more than once a year unless the Authority consents otherwise.
12. The licensee shall comply with any direction from the Authority to amend its proposed modified Access Rules for the purposes of meeting the relevant access rules objectives, such direction to be issued without undue delay and in any event within three months of receipt of the proposed modified Access Rules submitted by the licensee. Where the Authority directs changes to the proposed modified Access Rules, the licensee shall re-submit (by such date as may be determined by the Authority and notified to the licensee) its proposed modified Access Rules to the Authority for approval and the provisions of paragraph 13 shall apply.
13. The proposed modified Access Rules shall not be approved unless and until the Authority has issued a direction approving the proposed modified Access Rules on the basis that they meet the relevant access rules objectives, such direction to be issued without undue delay and in any event within three months of receipt of the proposed modified Access Rules from the licensee unless, prior to the expiry of that period, the Authority directs that the proposed modified Access Rules are not approved. In the absence of any direction within three months of receipt of the proposed modified Access Rules from the licensee, the proposed modified Access Rules shall be deemed to be approved.

Publication of Access Rules

14. The licensee shall publish (at least on its website) the Access Rules as soon as practicable after the Access Rules have been approved by the Authority, or, where the Access Rules have been modified, the Access Rules as modified. Unless the Authority directs otherwise, the Access Rules shall be published 28 days prior to coming into effect.

Provision of Access Rules to any person

15. The licensee shall send a copy of its Access Rules and/or any proposed modification to the Access Rules proposed under paragraph 10, to any person who requests such Access Rules or proposed modification. The licensee may impose a reasonable charge upon a person who requests the sending of the Access Rules or any proposed modification. Such charge should be equivalent to the licensee's reasonable costs of meeting the request but shall not exceed the maximum amount

specified in any directions that may be issued by the Authority for the purposes of this condition.

Condition 12. Application of licence conditions 9, 10 and 11: Exemption orders

1. In accordance with this licence condition, licence conditions 9, 10 and 11 ('the relevant conditions') may:

    (a) not have effect in this licence;

    (b) be suspended from operation in this licence;

    (c) be brought into, (where the licence condition did not have effect) or back into operation (where the licence condition was suspended from operation), in this licence.

2. On the application of the licensee in accordance with paragraph 3, the Authority must (either before, at the same time, or after this licence has been granted to the licensee) issue an exemption order providing that any or all of the relevant conditions may not have effect or are suspended from operation, or (where the licence has not yet been granted) will not be in effect or will be suspended from operation, where the Authority is satisfied that it has complied with the requirements placed on the Authority by Article 63 of the Regulation and in the issuing of the exemption order is otherwise compliant with that Article.

3. A licensee may make a request in writing to the Authority for the Authority to issue an exemption order such that any or all of the relevant conditions do not have effect or are suspended from operation. The request shall specify the relevant conditions to which the request relates and must set out all relevant information that would allow the Authority to determine whether such an exemption order should be issued given the matters of which the Authority must be satisfied before issuing an exemption order, as set out in paragraph 1 of Article 63 of the Regulation. The request shall include the Access Rules for approval by the Authority in accordance with paragraph 9 below, which Access Rules shall comply with paragraphs 3 and 4 of licence condition 11A, and prior to submitting the Access Rules for approval, the licensee shall comply with paragraph 5 of licence condition 11A.

4. An exemption order shall be in writing and may be expressed:

    (a) so as to have effect or for a period specified in, or determined under the exemption;

(b) subject to such conditions as the Authority considers appropriate including any conditions regarding non-discriminatory access to the interconnector to which the exemption relates;

(c) so as to have effect in relation to the whole or any part of, as the case may be:

(i) the capacity of the new interconnector;

(ii) the significant increase in the capacity of the licensee's interconnector.

5. An exemption order issued under paragraph 2 may be revoked in accordance with its provisions, and must be revoked if the approval of the European Commission to the exemption expires in accordance with paragraph 8 of Article 63 of the Regulation.

6. An application made under paragraph 3 may relate to a new interconnector or to a part of an interconnector in so far as that part represents a significant increase of capacity to that interconnector.

7. An exemption order will not be made until the Authority has approved the Access Rules.

8. The licensee shall comply with any direction from the Authority to amend the Access Rules submitted pursuant to paragraph 3 above, for the purposes of meeting the relevant access rules objectives and the requirements of paragraph 10 below, such direction to be issued without undue delay and in any even within three months of receipt of the Access Rules submitted by the licensee. Where the Authority directs changes to the Access Rules, the licensee shall re-submit (by such date as may be determined by the Authority and notified to the licensee) its Access Rules to the Authority for approval and the provisions of paragraph 9 shall apply.

9. The Access Rules shall not be approved for the purposes of paragraph 7 unless and until the Authority has issued a direction approving the Access Rules on the basis that they meet the relevant access rules objectives and the requirements of paragraph 10 below, such direction to be issued without undue delay and in any event within three months of receipt of the Access Rules from the licensee unless,

prior to the expiry of that period, the Authority directs that the Access Rules are not approved. In the absence of any direction within three months of receipt of the Access Rules from the licensee, the Access Rules shall be deemed to be approved.

10. The requirements of this paragraph are that the Authority considers that the Access Rules:

    (a) will require that any unused capacity in the exempt infrastructure is made available to other users or potential users;

    (b) will not restrict reselling of rights to have electricity transmitted through the exempt infrastructure.

11. In this licence condition:

"new interconnector"	means an interconnector not completed by 4 August 2003

Condition 13 - Not Used

Condition 14. Dispute resolution

1. Upon the application of any person who wishes to dispute the tariffs or Access Rules offered to that person in respect of access to the licensee's interconnector (including a refusal by the licensee to offer access on the grounds that insufficient capacity is available), the Authority may, pursuant to section 7(3)(c) of the Act, settle any terms of the agreement in dispute between the licensee and that person or persons (as the case may be) in such manner as it appears to the Authority to be reasonable.

PART II – SECTION E: BRITISH ELECTRICITY TRADING AND TRANSMISSION ARRANGEMENTS

Condition 15. Definitions

In this section:

"BETTA"	means the British electricity trading and transmission arrangements which are provided for in Chapter 1 of Part 3 of the Energy Act 2004
"BETTA go-live date"	means the date which the Secretary of State indicates in a direction shall be the BETTA go-live date
"British Grid Systems Agreement"	means the agreement known as the British Grid Systems agreement and made between The National Grid Company plc, Scottish Hydro-Electric Plc and Scottish Power Plc and dated 30 March 1990, as amended or modified from time to time
"Code"	means any or all of the CUSC, BSC, Grid Code, STC and any Scottish grid code as the context requires
"GB transmission system"	means the system consisting (wholly or mainly) of high voltage electric lines owned or operated by transmission licensees within Great Britain and used for the transmission of electricity from one generating station to a sub-station or to another generating station or between sub-stations or to or from any interconnector and includes any electrical

plant or meters owned or operated by any transmission licensee within Great Britain in connection with the transmission of electricity

"interconnection"	means:

the 275kV and 400kV circuits between and including the associated switchgear at Harker sub-station in Cumbria and the associated switchgear at Strathaven sub-station in Lanarkshire;

the 275kV transmission circuit between and including the associated switchgear at Cockenzie in East Lothian and the associated switchgear at Stella in Tyne and Wear; and

the 400kV transmission circuit between and including the associated switchgear at Torness in East Lothian and the associated switchgear at Stella in Tyne and Wear

all as existing at the date on which the transmission licence of each existing Scottish licensee comes into force as from time to time maintained, repaired or renewed, together with any alteration, modification or addition (other than maintenance, repair or renewal) which is primarily designed to effect a permanent increase in one or more particular interconnection capacities as they exist immediately prior to such alteration,

	modification or addition and as from time to time maintained, repaired or renewed; and the 132kV transmission circuit between and including (and directly connecting) the associated switchgear at Chapelcross and the associated switchgear at Harker sub-station in Cumbria, and the 132kV transmission circuit between and including (and connecting, via Junction V) the associated switchgear at Chapelcross and the associated switchgear at Harker sub-station in Cumbria, all as existing at the date on which the transmission licence of each existing Scottish licensee comes into force and as from time to time maintained, repaired or renewed
"interconnector"	means the electric lines and electrical plant and meters used solely for the transfer of electricity to or from the GB transmission system into or out of Great Britain
"licensee's transmission system"	means those parts of the GB transmission system which are owned or operated by a transmission licensee within its transmission area
"non-GB trading and transmission arrangements"	means those arrangements for, amongst other things, the separate trading or transmission of electricity in Scotland, the separate trading or transmission of electricity in England and Wales and the trading or

	transmission of electricity between England and Wales (taken as a whole) and Scotland which are defined and governed by, amongst other things, the relevant documents
"relevant documents"	means the documents which relate to the non-GB trading and transmission arrangements, including, without limitation: (a) the Settlement Agreement for Scotland; (b) the British Grid System Agreement; (c) the System Operation Agreement; and (d) any agreement relating to: (i) the establishment of, operation of, or trading of electricity across the Scottish interconnection; (ii) the use of or connection to the Scottish interconnection; and (iii) the use of, or connection to, a distribution or a licensee's transmission system in Scotland
"running-off"	means bringing to an end
"Scottish interconnection"	means such part of the interconnection as is situated in Scotland
"Scottish licensee"	means the holder of a transmission licence at the date that this condition takes effect in this licence but shall not include the GB system operator

"Section C (system operator standard conditions) Direction"	means a direction issued by the Authority or the Secretary of State, where appropriate, in accordance with standard condition A2 (Application of Section C) of the transmission licence granted to electricity transmission licensees, as from time to time modified
"Settlement Agreement for Scotland"	means the agreement of that title, as nominated by the Authority for the purposes of this condition, to be prepared in accordance with and comprise such matters as are set out in special condition I (The Settlement Agreement for Scotland) in each of the electricity distribution licences of SP Distribution Limited, and Scottish Hydro-Electric Power Distribution Limited (and any other name by which any of these companies come to be known)
"STC"	means the system operator – transmission owner code required to be in place pursuant to the transmission licence granted to the transmission licensees, as from time to time modified
"System Operation Agreement"	means the agreement known as the System Operation agreement and made between Scottish Hydro-Electric Plc and Scottish Power Plc and dated 1 June 1990, as amended or modified from time to time
"GB system operator"	means the holder for the time being of a transmission licence in relation to which

	licence the Authority or the Secretary of State, where appropriate, has issued a Section C (system operator standard conditions) Direction and where Section C of that transmission licence remains in effect (whether or not subject to any terms included in a Section C (system operator standard conditions) Direction or to any subsequent variation of its terms to which the licensee may be subject)
"transition period"	means the period commencing on 1 September 2004 and ending on the BETTA go-live date

Condition 16. BETTA implementation

1. The objective of this licence condition is to require the licensee to take certain steps and do certain things which are within its power and which are or may be necessary or expedient in order that BETTA can take effect on or around 1 April 2005 or such later date as the Secretary of State may designate as the BETTA go-live date.

2. Without prejudice to paragraph 1, the licensee shall take such steps and do such things as are within its power and as are or may be necessary or expedient in order to give full and timely effect:

    (a) to the modifications to this licence made by the Secretary of State pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) and which have effect in this licence;

    (b) to the extent that the licensee is obliged to comply with the same by virtue of being a party to such code or otherwise and to the extent that such changes have full effect in such code, to the modifications or amendments to:

        (i) the BSC, CUSC and the Grid Code which were designated by the Secretary of State on 1 September 2004 pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or pursuant to any power under this or any other licence; and

        (ii) the BSC, CUSC, Grid Code or any Scottish grid code which are directed by the Authority pursuant to the provisions of the following paragraphs of the standard licence conditions for electricity transmission licences: paragraph 6 of standard condition C3 (Balancing and Settlement Code (BSC)), paragraph 8 of standard condition C10 (Connection and Use of System Code (CUSC)), paragraph 7 of standard condition C14 (Grid Code) and

paragraph 6 of standard condition D9 (Licensee's grid code), respectively;

and shall, in each case, take such reasonable steps and do such things as are reasonable and, in each case, as are within its power and as are or may be necessary or expedient to give full and timely effect to the matters envisaged by such modifications or amendments.

3. Without prejudice to paragraph 1, the licensee shall take all reasonable steps and do such things as are reasonable and, in each case, as are within its power and as are or may be necessary in order to give full and timely effect to:

   (a) the modifications to this licence which either the Secretary of State has notified to the licensee are to be made to this licence pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or which the licensee otherwise knows (or reasonably anticipates) are to be made to this licence, but which, at the relevant time, do not have effect in this licence; and

   (b) the modifications or amendments:

      (i) to the BSC, CUSC and the Grid Code which were designated by the Secretary of State on 1 September 2004 pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or pursuant to any power under this or any other licence; and

      (ii) to the BSC, CUSC, Grid Code or any Scottish grid code which are directed by the Authority pursuant to the provisions of the following paragraphs of the standard licence conditions for electricity transmission licences: paragraph 6 of standard condition C3 (Balancing and Settlement Code (BSC)), paragraph 8 of standard condition C10 (Connection and Use of System Code (CUSC)), paragraph 7 of standard condition C14 (Grid Code) and paragraph 6 of standard condition D9 (Licensee's grid code), respectively or which the licensee otherwise knows (or

reasonably anticipates) are to be directed by the Authority pursuant to such provisions,

but which, in either case, do not, at the relevant time, have full effect in the relevant code and shall, in each case, take such reasonable steps and do such things as are reasonable and, in each case, as are within its power and as are or may be necessary or expedient to give full and timely effect to the matters envisaged by such modifications or amendments.

4. Without prejudice to the other provisions of this condition, the licensee shall:

(a) cooperate with other electricity licensees and such other persons as the Authority may determine for these purposes and take such steps and do such things as are reasonable and within its power and as are or may be necessary or expedient to enable such electricity licensees to comply with their licence obligations to give full and timely effect to:

(i) the modifications made or to be made to their licence by the Secretary of State pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission);

(ii) the modifications or amendments to the BSC, CUSC and the Grid Code designated by the Secretary of State on 1 September 2004 pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or pursuant to any power under this or any other licence;

(iii) the modifications or amendments to the STC, BSC, CUSC, Grid Code or any Scottish grid code which are directed by the Authority pursuant to the following provisions of the standard conditions for electricity transmission licences: paragraph 7 of standard condition B12 (System Operator- Transmission Owner Code (STC)), paragraph 6 of standard condition C3 (Balancing and Settlement Code (BSC)), paragraph 8 of standard condition C10 (Connection and Use of System Code (CUSC)), paragraph 7 of standard

condition C14 (Grid Code) and paragraph 6 of standard condition D9 (Licensee's grid code), respectively; and

(iv) where that other licensee is a transmission licensee, the provisions of the STC, and

the matters envisaged by such modifications and the provisions of the STC, as appropriate, and

(b) if the licensee becomes aware of any conflict between its compliance with the provisions of this condition and its compliance with any other condition of this licence or any Code, document or agreement to which the licensee is obliged to be or become a party pursuant to this licence, the licensee shall forthwith give written notice of such conflict to the Authority and shall comply with any direction of the Authority in relation to the same (which direction may only be made following such consultation with the licensee (and such other persons as the Authority deems appropriate) in such manner as the Authority deems appropriate).

5. The licensee shall provide to the Authority, in such manner and at such times as the Authority may reasonably require, such information and shall procure and furnish to it such reports as the Authority may require or deem necessary or appropriate to enable the Authority to monitor the licensee's compliance with the requirements of this condition.

6. For the purposes of sub-paragraph 2(b) and paragraph 3 above, a modification or amendment shall have full effect in a code where that modification or amendment, as appropriate, has been implemented and is effective in that code and is not prevented from having effect or being implemented in that code, at the relevant time, by another provision of that code.

7. This condition shall cease to have effect on and from the BETTA go-live date.

Condition 17. BETTA run-off arrangements scheme

1. The licensee shall, to the extent applicable to it, comply with the BETTA run-off arrangements scheme ("the scheme") established and as modified from time to time in accordance with this condition.

2. For the purposes of this condition, the objective of the scheme shall be the running-off of the non-GB trading and transmission arrangements to the extent that the Authority considers it necessary or expedient to do so to ensure that those arrangements do not prevent or in any way hinder the successful and effective implementation of:

    (a) the modifications to this licence and each other licence made or to be made by the Secretary of State pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission);

    (b) the modifications or amendments to:

        (i) the BSC, CUSC and the Grid Code which were designated by the Secretary of State on 1 September 2004 pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or pursuant to any power under this or any other licence; and

        (ii) the STC, BSC, CUSC, Grid Code or any Scottish grid code which are directed by the Authority pursuant to the following provisions of the standard conditions for electricity transmission licences: paragraph 7 of standard condition B12 (System Operator – Transmission Owner Code (STC)) which applied during the transition period, paragraph 6 of standard condition C3 (Balancing and Settlement Code (BSC)) which applied during the transition period, paragraph 8 of standard condition C10 (Connection and Use of System Code (CUSC)) which applied during the transition period, paragraph 8 of standard condition C14 (Grid Code) which applied during the transition period and

paragraph 6 of standard condition D9 (Licensee's grid code) which applied during the transition period, respectively; and,

(c) the provisions of the STC which were designated by the Secretary of State on 1 September 2004 pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or pursuant to any power under this or any other licence,

and the matters envisaged by such modifications or amendments or the STC, as appropriate.

3. The scheme shall be designated by the Secretary of State for the purposes of this condition, following such consultation as the Secretary of State deems appropriate with those persons that the Secretary of State considers are likely to be affected by the scheme and such other persons as the Secretary of State deems appropriate.

4. The scheme shall set out the steps to be taken (or procured) by the licensee or by any authorised electricity operator or by any other person who undertakes to comply with the scheme, which are, in the opinion of the Secretary of State or, in respect of any subsequent changes made to the scheme by the Authority pursuant to paragraph 6 below, in the opinion of the Authority, reasonably required in order to achieve the objective described in paragraph 2.

5. The scheme may provide, without limitation:

   (a) for all or some of its provisions to have contractual force;

   (b) for securing or facilitating the amendment of all or any of the relevant documents in a manner which is consistent with the objective described in paragraph 2; and

   (c) for the making by the Authority of determinations in respect of such matters affecting such persons, including the licensee, as may be specified in the scheme.

6. The Authority may (with the consent of the Secretary of State) direct that the scheme be amended (following such consultation as the Authority deems appropriate with those persons that the Authority considers are likely to be affected by such an amendment) where the Authority considers it necessary or

expedient to do so for the purposes of achieving the objective described in paragraph 2.

7. The Authority shall serve a copy of any such direction on the licensee, and thereupon, the licensee shall comply with the scheme as modified by the direction.

8. If the licensee becomes aware of any conflict between the requirements contained in the scheme and those imposed on the licensee by any other condition of this licence, the licensee shall forthwith give notice of such conflict to the Authority and shall comply with any direction of the Authority in relation to the same (which direction may only be made following such consultation with the licensee (and such other persons as the Authority deems appropriate) in such manner as the Authority deems appropriate).

9. The Authority may not make any direction under paragraph 6 of this condition after the BETTA go-live date.

Condition 18. Offers for connection to or use of the GB transmission system in the transition period

1. The licensee shall:

   (a) save where it disputes the terms of the same, accept any offer made to it in its capacity as an existing user:

      (i) to enter into an agreement for connection to or use of the GB transmission system made by the GB system operator in accordance with condition C18 (Requirement to offer terms for connection or use of the GB transmission system during the transition period) of the GB system operator's licence; or

      (ii) to amend any existing agreement between the licensee and the GB system operator for connection or use of system made by the GB system operator in accordance with condition C18 (Requirement to offer terms for connection or use of the GB transmission system during the transition period) of the GB system operator's licence

   in each case, within one month (or such longer period as the Authority may direct for these purposes) of its receipt of the same;

   (b) where the terms of an agreement between it and the GB system operator are settled pursuant to paragraph 11 of condition C18 (Requirement to offer terms for connection or use of the GB transmission system during the transition period) of the GB system operator's licence, the licensee shall forthwith enter into the agreement with the GB system operator on the basis of the terms so settled; and

   (c) where the terms of any offer made pursuant to condition C18 (Requirement to offer terms for connection or use of the GB transmission system during the transition period) of the GB system operator's licence are in dispute, and an application has been made to the Authority requesting that it settle the terms of the agreement which are in dispute, and where the terms of such agreement have not been settled by the date which falls two weeks prior to the BETTA go-live

date (or such later date as the Authority may direct for these purposes), forthwith enter into an agreement with the GB system operator for connection to or use of the GB transmission system, or amend an existing agreement, on the basis of the terms offered by the GB system operator pending resolution of the terms of that agreement by the Authority in accordance with paragraph 11 of condition C18 (Requirement to offer terms for connection or use of the GB transmission system during the transition period) of the GB system operator's licence. The Authority's determination of the terms of any such agreement may, where and to the extent appropriate, take account of and make appropriate adjustments to reflect the difference between the terms of that agreement as settled and the terms of that agreement which applied during the period from the BETTA go-live date to the date upon which the agreement as settled takes effect.

2. This condition shall cease to have effect on and from the BETTA go-live date.

PART II - SECTION F: OTHER PROVISIONS

Condition 19. Operation and development of the interconnector

1. The licensee shall at all times act in a manner calculated to secure that it has available to it such resources, including (without limitation) management and financial resources, personnel, fixed and moveable assets, rights, licenses, consents and facilities, on such terms and with all such rights, as shall ensure that it is at all times able:

    (a) to properly and efficiently participate in the operation of the interconnector; and

    (b) to comply in all respects with its obligations under this licence, the Act, the Regulation and any other legislation as the Authority may direct from time to time for the purposes of this licence condition.

2. The licensee shall operate, maintain and develop an economic, efficient, secure and reliable interconnector.

3. The licensee shall ensure adequate interconnector capacity and interconnector reliability to ensure the long-term ability of the interconnector to meet reasonable demands for capacity and contribute to security of supply.

4. The licensee shall manage electricity flows on the licensee's interconnector, taking into account exchanges with any interconnected system and shall ensure the availability of all ancillary services including those provided by demand response, insofar as such availability is independent from an interconnected system.

Condition 20. Prohibition of discrimination and cross-subsidies

1. The licensee shall not discriminate between users or classes of users particularly in favour of a related undertaking of the licensee.
2. The licensee shall not give any cross-subsidy to, or receive any cross subsidy from, any entity which is related undertaking of the licensee and which carries out one or more of the following electricity activities: supply and distribution.

Condition 21. General provisions on disclosure of information

1. Save to the extent otherwise provided in this or any other licence condition, or required by any other legal duty to disclose, the licensee shall not disclose commercially sensitive information which it has obtained in the course of carrying out its activities.
2. The licensee shall not disclose information about its own activities, which may be commercially advantageous in respect of supply or generation activities, in a discriminatory manner save where this is necessary for carrying out a business transaction.
3. Paragraph 1 above shall not prohibit disclosure by the licensee to any related undertaking which either holds a transmission licence or is the relevant system operator (being a transmission system operator) for an interconnected system.
4. Without limiting the generality of paragraphs 1 to 3 of this licence condition, the licensee shall not, in the context of sales or purchases of electricity by related undertakings, misuse commercially sensitive information obtained from third parties in the context of providing or negotiating access to the licensee's interconnector.

Condition 22. Notification of changes that may affect eligibility for certification

1. Where the licensee has made or makes an application for certification under section 10B of the Act, if at any time prior to the Authority notifying the licensee of its final certification decision under section 10D(7) of the Act the licensee knows or reasonably should know of any event or circumstance that has occurred or is likely to occur that may affect its eligibility for certification, the licensee shall as soon as reasonably practicable notify the Authority in writing of the event or circumstance and the reasons it considers that the event or circumstance may affect its eligibility for certification.

2. Where the licensee has been certified, if at any time the licensee knows or reasonably should know of any event or circumstance that has occurred or is likely to occur that may affect its eligibility for certification, the licensee shall as soon as reasonably practicable notify the Authority in writing of the event or circumstance and the reasons it considers that the event or circumstance may affect its eligibility for certification.

3. If at any time from 3 March 2013 the licensee knows or reasonably should know that any event or circumstance has occurred, or is likely to occur, that may cause the Authority to think that the licensee is or may become a person from a third country, or that a person from a third country has or may take control of the licensee, the licensee shall as soon as reasonably practicable notify the Authority in writing.

4. If at any time from the relevant date the licensee exercises or is likely to exercise any shareholder right or right of appointment in the circumstances described in section 10M of the Act, the licensee shall as soon as is reasonably practicable notify the Authority in writing of the right that has been or is likely to be exercised and the effect of exercising that right.

5. Where the licensee has been certified, by 31 July of each year flowing certification the licensee shall provide the Authority with a written declaration, approved by a resolution of the board of directors of t he licensee and signed by a director of the licensee pursuant to that resolution, setting out:

(a) Whether any event or circumstance has occurred in the previous 12 month period, or such part of that 12 month period since the licensee was certified, that may affect the licensee's eligibility for certification, and if so, the reasons it considers that the event or circumstance may affect its eligibility for certification;

(b) Whether any event or circumstance has occurred, or is likely to occur, that may cause the Authority to think that the licensee has become a person from a third country, or that a person from a third country has taken control of the licensee, in the previous 12 month period or such part of that 12 month period since the licensee was certified, providing that the licensee is only required to provide a written declaration under this paragraph (b) in relation to a period that occurs after 3 March 2013; and

(c) Whether the licensee has exercised any shareholder right or right of appointment in the circumstances described in section 10M of the Act in the previous 12 month period or such part of that 12 month period since the licensee was certified and if so the effect of exercising that right, providing that the licensee is only required to provide a written declaration under this paragraph (c) where it has been certified on the certification ground in section 10E(3) of the Act and in relation to a period that occurs after the relevant date.

6. In this condition:

"certified" has the same meaning as in section 10O of the Act

"control" has the same meaning as in section 10O of the Act

"person from a third country" has the same meaning as in section 10O of the Act

"relevant date" has the same meaning as in section 10M of the Act

"shareholder right" has the same meaning as in section 10O of t he Act

Condition 23. Regional Cooperation

1. If the licensee is a vertically integrated undertaking it may participate in a joint undertaking established for the purposes of facilitating regional co-operation pursuant to Article 6 of the Directive and Article 34 of the Regulation.
2. A compliance officer of the licensee shall monitor compliance with a compliance programme which must be established and implemented by the joint undertaking to ensure that discrimination and anti-competitive conduct is excluded.
3. In this condition:

   "vertically integrated undertaking" shall have the meaning given in Article 2 of the Directive.

PART II - SECTION G: CAP AND FLOOR CONDITIONS

Condition 24. Definitions

1. In this Section G unless the context otherwise requires:

"Relevant Year"	has the meaning given to that term in special condition 1 (Definitions and interpretation) of this licence.
"Relevant Year *t*"	has the meaning given to that term in special condition 1 (Definitions and interpretation) of this licence.

Condition 25. Cap and Floor Regulatory Instructions and Guidance

Introduction

1. The purpose of this condition is to set out the scope, contents, and common governance arrangements for the Cap and Floor Regulatory Instructions and Guidance ("Cap and Floor RIGs") issued by the Authority pursuant to this condition.

2. The Cap and Floor RIGs are the primary means by which the Authority directs the licensee to collect Specified Information to an appropriate degree of accuracy and provide this information to the Authority to enable it to effectively monitor the costs and revenue during the development, construction, operation, maintenance and decommissioning of the licensee's interconnector.

Part A: Licensee's obligations under this condition

3. Unless and so far as the Authority otherwise consents, the licensee must establish and maintain appropriate systems, processes, and procedures to enable it:

   (a) to estimate, measure, and record the Specified Information detailed in the Cap and Floor RIGs for the time being in force pursuant to this condition; and

   (b) to provide the Specified Information to the Authority in respect of such periods and within such timeframes as are specified in the Cap and Floor RIGs.

4. To facilitate compliance with paragraph 3 of this condition, the accounting records and other records kept by the licensee with respect to the Specified Information must be so arranged as to ensure that such information can be separately identified and reasonably attributed as between the licensee's business and the business of any affiliate or related undertaking of the licensee.

5. The licensee shall:

   (a) maintain all systems of control and other governance arrangements that ensure the information collected and reported to the Authority is in all material respects accurate and complete and is fairly presented and that all such systems of control and other governance arrangements are kept under

regular review by the directors of the licensee with a view to ensuring that they remain effective for this purpose; and

(b) provide all such assistance as may be reasonably required to permit the Authority to review such systems from time to time.

6. The licensee shall notify the Authority immediately if it discovers errors in the information or calculations used to derive the information submitted to the Authority under this licence condition.

Part B: Scope and content of the Cap and Floor RIGs

7. Subject to paragraphs 8 and 9 of this condition, the matters that may be included, or for which provision may be made, in the Cap and Floor RIGs are:

(a) instructions and guidance on the establishment and maintenance of systems, processes, procedures, and ways for recording and providing Specified Information;

(b) instructions and guidance on the standards of accuracy and reliability that are applicable to the recording of Specified Information (including different classes of such information);

(c) a timetable for the development of such systems, processes, and procedures as are required to achieve such standards;

(d) the methodology for calculating or deriving numbers comprising Specified Information;

(e) provision with respect to the meaning of words and phrases used in defining Specified Information;

(f) requirements as to the form and manner in which, or the frequency with which, Specified Information must be recorded;

(g) requirements as to the form and manner in which, or the frequency with which, Specified Information must be provided to the Authority;

(h) requirements as to which (if any) of the Specified Information is to be subject to audit, the terms on which an auditor is to be appointed by the

licensee for that purpose, and the nature of the audit to be carried out by that person;

(i) requirements as to the circumstances in which the Authority may appoint an Examiner to examine the recording of the Specified Information by the licensee;

(j) a statement on whether and to what extent each category of the Specified Information is required for the purposes of the Cap and Floor RIGs; and

(k) provision about how the Authority intends to monitor, assess, and enforce compliance with the Cap and Floor RIGs (as to which, see also Part E of this condition).

8. The provisions of the Cap and Floor RIGs will not exceed what is reasonably required to achieve the purposes of this condition, having regard to the materiality of the costs likely to be incurred by the licensee in complying with those provisions.

9. No Specified Information may exceed what could be requested from the licensee by the Authority under paragraph 1 of standard condition 4 (Provision of information to the Authority).

Part C: Development and modification of the Cap and Floor RIGs

10. The Authority may issue new Cap and Floor RIGs and may modify any existing Cap and Floor RIGs by issuing a direction for that purpose to all licensees in whose licence this condition has effect.

11. The Specified Information collected in relation to each Relevant Year must be reported, according to the relevant reporting requirements provided for in this condition and Cap and Floor RIGs, by no later than 3 months following the end of that Relevant Year, unless the Authority consents to alternative arrangements or unless the licensee is notified otherwise by the Authority.

12. Before issuing a direction under paragraph 10, the Authority will:

(a) give notice to all licensees in whose licence this condition has effect that it proposes to issue new Cap and Floor RIGs or to modify the existing Cap and Floor RIGs specifying:

(i) the date on which it proposes that the provisions of the Cap and Floor RIGs to be issued or modified should take effect;

(ii) the text of the Cap and Floor RIGs to be issued or modified and the Authority's reasons for proposing to issue or modify them; and

(iii) the time (which will not be less than a period of 28 days from the date of the notice) within which representations in response to the Authority's proposal may be made; and

(b) consider any representations in response to the notice that are duly made and not withdrawn.

13. The requirements for the issuing of new Cap and Floor RIGs or modification of existing Cap and Floor RIGs set out in paragraph 12 of this condition may be satisfied by actions taken by the Authority before as well as after the coming into effect of this condition.

Part D: Requirements for new or more detailed information

14. This Part D applies if any new Cap and Floor RIGs or modification of existing Cap and Floor RIGs have the effect of introducing a requirement to provide:

(a) a new category of Specified Information; or

(b) an existing category of Specified Information to a greater level of detail, which has not previously been collected by the licensee, whether under the provisions of the Cap and Floor RIGs or otherwise.

15. Where this Part D applies, the licensee may provide estimates to the Authority in respect of the relevant category of Specified Information for any Relevant Year specified by the Authority.

16. The estimates that are mentioned in paragraph 15 of this condition may be derived from such other information available to the licensee as may be appropriate for that purpose.

Part E: Compliance with the provisions of the Cap and Floor RIGs

17. The licensee must at all times comply with the provisions of the Cap and Floor RIGs for the time being in force pursuant to this condition.

18. Nothing in this condition requires the licensee to provide any documents or give any information that it could not be compelled to produce or give in evidence in civil proceedings before a court.

Part F: Interconnector-specific variations to the Cap and Floor RIGs

19. Where the Authority and the licensee agree on the need to modify the Cap and Floor RIGs, established under Part D of this condition, in order to:

    (a) reflect the specific circumstances of the licensee's interconnector; and
    (b) facilitate the effective monitoring of costs and revenue during the development, construction, operation, maintenance and decommissioning of the licensee's interconnector,

    such modifications may be made by the Authority, without following the process described in Part C of this condition, after bilateral consultation with the licensee.

20. Where the licensee and the Authority cannot reach agreement on the need for modifications under this Part F, such modifications may only be made by means of a direction, after the Authority has conducted a consultation with the licensee and such other interested parties as it considers appropriate (for a period of not less than 28 days) and considered any representations in response to that consultation that are duly made and not withdrawn.

21. Any modifications made pursuant to this Part F shall only apply to the Cap and Floor RIGs utilised by the relevant licensee.

Part G: Interpretation

22. For the purposes of this condition:

"Examiner"	means, in relation to the Cap and Floor RIGs, a person whose degree of knowledge and experience of the matters that are the subject of the Cap and Floor RIGs will enable him to properly carry out and complete the tasks required of him under the terms of his

	nomination by the Authority pursuant to the provisions of the Cap and Floor RIGs.
"Specified Information"	means information (or a category of information) that is so described or defined in the Cap and Floor RIGs.

Condition 26. Provision of information to the GB System Operator

1. The purpose of this condition is to set out when the licensee shall provide estimates of the value of the Interconnector Cap And Floor Revenue Adjustment term (ICF_t) to the GB System Operator and the Authority.

2. In the first TNUoS Reporting Relevant Year of the Regime Duration, the licensee shall as soon as reasonably practicable,

   (a) notify the GB System Operator of its best estimate for the value of ICF_t in respect of that TNUoS Reporting Relevant Year; and

   (b) notify the GB System Operator of its best estimate for the value of ICF_{t+1}; where:

   ICF_t is means the total payment in the TNUoS Reporting Relevant Year *t* to be made between the licensee and the GB System Operator, pursuant to and calculated in accordance with, the special conditions of the relevant licensee's electricity interconnector licence.

3. In each Relevant Year subsequent to the first TNUoS Reporting Relevant Year of the Regime Duration, the licensee shall, on or before the date specified in the CUSC:

   (a) notify the GB System Operator of its latest best estimate for the value of ICF_t; and

   (b) notify the GB System Operator of its latest best estimate for the value of ICF_{t+1}.

4. The licensee shall, at all times, keep under review the estimates notified to the GB System Operator pursuant to paragraphs 2 or 3. If at any time, the licensee

reasonably considers that the values of ICF_t and/or ICF_{t+1}, notified to the GB System Operator will be materially different from the estimates previously notified to the GB System Operator, the licensee shall notify the GB System Operator of the revised values for ICF_t and/or ICF_{t+1} as soon as reasonably practicable.

5. In each TNUoS Reporting Relevant Year subsequent to the first TNUoS Reporting Relevant Year of the Regime Duration, the licensee shall on or before the date specified in the CUSC (or such later date as the Authority may direct), provide a statement to the Authority specifying:

   (a) the values of ICF_t and ICF_{t+1} notified to the GB System Operator in the TNUoS Reporting Relevant Year *t-1* in accordance with paragraph 2 or paragraph 3 of this condition; and

   (b) any revised values of ICF_t and ICF_{t+1} notified to the GB System Operator in the TNUoS Reporting Relevant Year *t-1* in accordance with paragraph 4 of this condition.

6. For the purposes of this condition:

"Regime Duration"	has the meaning given to that term in Special Condition 1 (Definitions and Interpretation) of this licence
"TNUoS Reporting Relevant Year"	means a year beginning on 1 April of each calendar year and ending on 31 March of the following calendar year
"TNUoS Reporting Relevant Year *t*"	means that TNUoS Reporting Relevant Year for the purposes of which any calculation falls to be made
"TNUoS Reporting Relevant Year *t-1*"	means the TNUoS Reporting Relevant Year immediately preceding TNUoS Reporting Relevant Year *t* and similar expressions shall be construed accordingly.

APPENDIX 5

Direction under section 106(3) of the Communications Act 2003 applying the electronic communications code

Background

1. The Applicant has applied to Ofcom for a direction applying the Code to the Applicant.

2. The date on which Ofcom received a completed application that meets the statutory requirements with respect to the content of an application for a direction applying the Code and the manner in which such an application is to be made was 8 August 2019.

3. By virtue of regulation 3 of the Electronic Communications and Wireless Telegraphy Regulations 2011 (SI 2011 No. 1210), except in cases of expropriation, Ofcom must make its decision within 6 months of receiving the completed application.

4. Prior to giving a decision under section 106(3) of the Act to apply the Code to the Applicant, Ofcom must publish a notification of its proposal to give the direction and consider any representations about that proposal that are made to Ofcom within the period specified in the notification.

5. On 21 January 2020, Ofcom published, in accordance with section 107(6) of the Act, a notification of its proposal to give a direction applying the Code to the Applicant for the reasons set out in the consultation document accompanying that notification. That notification invited representations to Ofcom by no later than 5pm on 21 February 2020.

6. Ofcom received one response objecting to the proposal. The respondent was concerned that granting the Code powers would obviate the need for Aquind Limited to obtain relevant planning consents in connection with the installation of a power transmission link running from the south of England to Normandy in France (the Aquind Interconnector).

7. Having considered the objections raised, Ofcom has concluded that the conditions for granting Code powers have been met by the Applicant and it would be inappropriate to withdraw, withhold or delay the granting of it on the grounds stated by the respondent. Ofcom is only empowered to give a direction granting Code powers in relation to the provision of an electronic communications network. Ofcom has also set the scope of the Code powers to exclude the UK Aquind Interconnector Fibre which would be deployed in the Aquind Interconnector. The Applicant has indicated that it will seek development consent for this part of the electronic communication network under the Planning Act 2008.

8. For the reasons set out in the explanatory statement accompanying Ofcom's consultation, Ofcom has had regard, in particular, to each of the matters set out in section 107(4) of the Act. Furthermore, Ofcom has considered and acted in accordance with its general duties in section 3 of the Act and the six Community requirements in section 4 of the Act.

Decision

9. Ofcom hereby directs, in accordance with section 106 of the Act, as follows—

(a) the Code shall apply to the Applicant for the purposes of the provision by the Applicant of part of an electronic communications network, namely, the

Applicant's electronic communications network excluding the UK Aquind Interconnector Fibre, as defined in this direction; and

(b) that application of the Code shall have effect throughout England.

10. This Direction shall take effect on the day it is published.

Interpretation

11. In this Direction—

(a) "**Act**" means the Communications Act 2003;

(b) "**Applicant**" means Aquind Limited, whose registered company number is 06681477;

(c) "**Code**" means the electronic communications code set out in Schedule 3A to the Communications Act 2003;

(d) "**Ofcom**" means the Office of Communications.

(e) "**UK Aquind Interconnector Fibre** " means the part of the Applicant's electronic communications network in England, which is deployed in the Applicant's marine and underground electric power transmission link that runs between the south of England and Normandy in France, and is subject to a Direction issued on 30 July 2018, by the Secretary of State for Business, Energy and Industrial Strategy, pursuant to section 35 of the planning Act 2008.

12. For the purpose of interpreting this Direction—

(a) headings and titles shall be disregarded;

(b) the Interpretation Act 1978 shall apply as if this Notification were an Act of Parliament.

Signed

[redacted]

Brian Potterill

Competition Policy Director

A person duly authorised in accordance with paragraph 18 of the Schedule to the Office of Communications Act 2002

27 March 2020

SCHEDULE 5 TO COVERING LETTER

BLAKE MORGAN

Aquind Limited
Ogn House
Hadrian Way
Wallsend
NE28 6HL

New Kings Court
Tollgate
Chandler's Ford
Eastleigh SO53 3LG

DX 155850 Eastleigh 7

DDI: 023 8085 7431
T: 023 8090 8090
F: 0844 620 3401
E: adrian.noviss@blakemorgan.co.uk

www.blakemorgan.co.uk

Copy to: The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

By email only: aquind@planninginspectorate.gov.uk

Our ref: 00584927/000006

17 November 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022) ("Application")

Request for Further Technical Information and for AutoCAD drawings

Submitted in relation to Deadline 4 of the Examination Timetable

As you are aware, we act for Mr Geoffrey Carpenter and Mr Peter Carpenter (our "**Clients**"), who jointly own the freehold interest in land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL.

Aquind propose to acquire a large part of our Clients' land and your Works Plans **[REP2-003]** show the extent of land you hope to take outlined in red.

We refer to our Clients' representations submitted throughout the Examination to date, in relation to the Application.

Part of our Clients' representations relate to the powers of compulsory acquisition being sought through the Application, and specifically why you have not satisfied that there is a case for acquisition, nor a compelling case, to justify the extent of compulsory acquisition of our Clients' freehold interest in plot 1-32 of the Order Land.

To assist with explaining our Clients' representations to you and the Examining Authority in preparation for Compulsory Acquisition Hearing 2 on 11 December 2020, we request that Aquind makes available to us the following please:

1. The calculations for the fibre optic cable outer diameter;

2. The number of 192-fibre optic cables necessary for HV cable monitoring and support, & intra Convertor Station communications. The “192 “ figure derives from "Spare Capacity" section of the "Statement in Relation to FOC" (document reference Document Ref: 7.7.1) **[REP1-127]**; and

3. The AutoCAD drawings for the Works Plans **[REP2-003]** and Land Plans **[REP1-011a]**. We would like to produce and submit plans showing the alternative reduced land take which we are proposing on behalf of our Clients.

We should be grateful if you would please make the AutoCAD drawings available to us within five working days of the date of this letter so that we have sufficient time to prepare alternative drawings in time for Deadline 5 of the Examination Timetable.

We have copied in the Examining Authority so that they can be aware of our request for your assistance to us and to the Examining Authority in its evaluation of the extent of land take hoped for by you.

Please feel free to contact Anita Kasseean (anita.kasseean@blakemorgan.co.uk) of Blake Morgan LLP for any clarification you require in order to facilitate our request.

We look forward to hearing from you.

Yours faithfully

[redacted]

Blake Morgan LLP

BLAKE MORGAN

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

New Kings Court
Tollgate
Chandler's Ford
Eastleigh SO53 3LG

DX 155850 Eastleigh 7

DDI: 023 8085 7431
T: 023 8090 8090
F: 0844 620 3401
E: adrian.noviss@blakemorgan.co.uk

www.blakemorgan.co.uk

By email only: aquind@planninginspectorate.gov.uk

Our ref: 00584927/000006

17 November 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030)

Submitted in relation to Deadline 4 of the Examination Timetable

As you are aware, we act for Mr Geoffrey Carpenter and Mr Peter Carpenter (our "**Clients**").

Our Clients jointly own the freehold interest in land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL.

We attach our Clients' submissions in relation to Deadline 4, which are scheduled to this letter as follows:

1. **Schedule 1** – Our Clients' comments on document reference REP3-014, which are the Applicant's responses to Deadline 2 submissions that were submitted at Deadline 3;

2. **Schedule 2** – A summary of the status of our Clients' written representations in light of the Applicant's responses submitted to date during the Examination. As: (i) we have received only limited responses from the Applicant; (ii) the Application appears to be evolving iteratively and changing quite late in the Examination period; and (iii) we are are nearing the start of the issue specific hearings, we have produced this document to assist the Examining Authority (**ExA**) with understanding where our Clients' objection stands now, by setting out in one document a summary of their contentions (some appear resolved at this stage of the Examination, but the majority have not been resolved);

3. **Schedule 3** – A note responding to the ExA's Procedural Decision dated 11 November 2020 to accept the Applicant's changes to the Application (letter references PD-019 and PD-020);

4. **Schedule 4** – In line with the previously expressed concerns of the ExA, a cross-referenced Submission Note produced by us with DCO Counsel (Mr. Christiaan Zwart of 39 Essex Chambers)

advising our Clients in relation to whether the use of fibre optic cables within the FOC Cable (or spare capacity above otherwise necessary redundancy) for commercial telecommunications (and related infrastructure) can lawfully, or would be, able to be evaluated on the Applicant's evidence as "authorised development", together with a summary of the consequences of it not being so and concerns over extensive land take; and

5. **Schedule 5** – A letter from Blake Morgan LLP to the Applicant requesting certain technical information, and the AutoCAD drawings for the Land Plans.

Yours faithfully

Blake Morgan LLP

SCHEDULE 1 TO COVERING LETTER

Date: 17 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

Interested Party Comments on the Applicant's Responses (REP3-014) to the Carpenters' Comments (REP2-027)

Submitted in relation to Deadline 4 of the Examination Timetable

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 4 (17 NOVEMBER 2020)

Interested Party Comments on the Applicant's Responses (REP3-014) to the Carpenter's Comments (REP2-027)

General point:

We note that the Applicant, in its submissions on documents provided at Deadline 2, has also made additional comments on documents we submitted on behalf of our Clients at Deadline 1.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) **(Paragraph Number)**	**AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)**	**BLAKE MORGAN COMMENT AT DEADLINE 4**
	Amenity (Noise, Dust, and Vibration)		
1.	**Para 3.4:** The dust produced by construction traffic will settle on our Clients' fields and paddocks, and will prevent grazing. Construction traffic noise and vibration, and noise and from the cooling fans during operation, will have a significant detrimental impact on use	1) The impact from dust during construction will be managed through mitigation as outlined in the measures in the **updated** Onshore Outline CEMP (REP1-087). Air Quality measures including for dust can be found in section 5.11. This will ensure the potential effect on grazing of any dust settling on fields and paddocks will be	1) The Applicant has (merely) replicated its response provided at Deadline 2 (REP2-014). Row 23 of our Clients' Deadline 3 submissions (REP3-043) already addresses this. A particularised response from the Applicant remains outstanding. 2) The responses in tables 5.15 and 5.17 of REP1-160 merely refer to chapter 24 of the Environmental Statement **[APP-139]**, a document

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	and enjoyment of Little Denmead Farm, and on our Clients' livestock. The Applicant's response is wholly inadequate. In section 5.12 of page 5-104 of its Responses to Relevant Representations **[REP1-160]**, the Applicant states "*The noise and vibration assessment can be found in Chapter 24 (Noise and Vibration) of the ES (APP-139)*." The Applicant provides no further response or justification to explain how Chapter 24 addresses our Clients' concerns, and which specific parts of Chapter 24 are relevant. We have in paragraph 8 of our Client's Written Representations (document reference number REP1-232) made submissions in relation to Chapter 24 of the Environmental Statement. We therefore maintain our Clients' objections in relation to noise, dust, and vibration and reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted at Deadline 2) in relation to these issues, and comment further at Deadline 3 of the Examination timetable.	avoided. 2) In addition to the sentence contained in section 5.12 of the Applicant's Response to Relevant Representations (REP1-160), the Applicant provided further responses (in tables 5.15 and 5.17 of REP1-160) to the points raised in Relevant Representation 054 regarding noise and vibration. 3) The Applicant refers to paragraph 8 of our Clients' Written Representations (REP1-232), and provides further responses in relation to that. We address these within row 2 of this table.	which we have already commented on. No evidence is provided by the Applicant in its current response to address our specific concerns relating to Chapter 24. Table 5.15 of REP1-160 also refers to conclusions relating to the prospect of building damage as a result of noise and vibration, whereas our Clients' concerns encompass the (wider) impacts on their amenity and livestock grazing. The second paragraph of table 5.17 of REP1-160 seems to be a restatement of the Applicant's view that operational noise effects are expected to be negligible, and it does not address our request for a specific explanation as to how our Clients' concerns relating to Little Denmead Farm have been addressed and assessed. Similar arguments have already been responded to by us at rows 16, and 29 of our REP3-043. As the Applicant has failed at Deadline 3 to provide particular responses, we maintain our representations in this regard.
2.	**Paragraph 8.1 of our Clients' Written Representations (REP1-232) SUBMITTED AT DEADLINE 1:** Little Denmead Farm is identified as being a key environmental receptor with respect to noise and	Paragraph 8.1: "*Given the topic material, chapter 24 of the ES (APP-139) is a technical document. Please refer to Chapter 24 of the Non-Technical Summary (REP1-*	The Non-Technical Summary is that. Chapter 24 of the Non-Technical Summary (REP1-079) does not provide the level of information and particularisation requested in relation to Measurement Point 1 and R5. It does not contain any explanation underpinning the asserted

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	vibration (please for example see page 2-9 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]**. Paragraph 24.4.1.2 of chapter 24 of the Environmental Statement (document number 6.1.24) **[APP-139]** states that Little Denmead Farm was part of 'Measurement Position 1' of the Promotor's baseline noise survey. Little Denmead Farm is also referred to as 'R5' in the context of it being a sensitive receptor to noise due to its location being within 300m of the proposed converter station (see paragraph 24.4.2.7 of Chapter 24 of the Environmental Statement). What is lacking from Chapter 24 is an analysis in layman's terms of what all the different sets of data presented for R5 mean and an explanation as to how the Promoter concluded that overall noise effects from the proposed works and the operation of the converter station would be "negligible". Until such information is provided, it is difficult to accept the Promoter's conclusions.	*079) for a non-technical description of the conclusions identified in Chapter 24 of the ES.* *The data collected during the Applicant's baseline noise survey were used to inform the noise criteria used in the operational assessment of converter station noise. As explained in Paragraph 24.6.2.18 of the ES (APP-139) and Paragraph 17.2.5.2 of the ES Addendum (REP1-139), the operational effects of the converter station are expected to be negligible at Little Denmead Farm. For the operational assessment, the term 'negligible' is used to describe an effect where the noise level from the converter station is equal to or below the noise assessment criterion (i.e. does not exceed the existing background noise level at a given receptor).* *Please refer to the information in the paragraphs below in response to the Construction noise related query raised in Paragraph 8.1 of the Interested Parties' Written Representation (REP1-232)*."	conclusion that there will be a negligible effect in relation to these two specific receptors. For example, paragraph 24.3.1.2 of REP1-079 states that *"Additional construction stage mitigation, such as consideration of programme changes to reduce **residents'** noise exposure, is also specified **for some areas of construction** where work is being undertaken during sensitive periods and/or very close to sensitive receptors.."* but it does not state which residents and which sensitive receptors will benefit from this. Paragraph 24.3.1.3 of REP1-079 also states *"Additional mitigation has been recommended to reduce Converter Station noise levels **at one receptor.**"* Further, it remain unclear whether these relate to Little Denmead Farm? The Applicant has failed to date to provide particular responses and gaps remain. We maintain our representations in this regard. We note, in the Applicant's recent reply, their assertion that "negligible' is used to describe an effect where the noise level from the Converter Station is equal to or below the noise assessment criterion (i.e. does not exceed the existing background noise level at a given receptor). However, Table 24.3 of Chapter 24 of the Environmental Statement (APP-139) states for construction noise to be negligible it must be less than or equal to 65dB during the day, less than or equal to 55dB during the evenings and weekend,

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			and less than or equal to 45dB during the night. The Applicant also invites us to read REP1-079 but Chapter 24 of the Non-Technical Summary (REP1-079) does not detail how the overall noise effects from the proposed works and the operation of the converter stations would be negligible. Therefore, our question is what is negligible? Is it the value given by the Applicant in Table 24.3 or is it the description given by the Applicant in their most recent comment? In addition, we note that the Applicant has defined the noise assessment criterion at Little Denmead Farm to be 33dB. See paragraph, 24.4.5.6, Table 24.9 (APP-139). This noise assessment criterion has been taken from the background noise level for measurement position 1, found at Table 24.15 (APP-139) as outlined at paragraph 24.2.4.8 (APP-139) and as such is 33dB. However, despite background noise levels being 33dB, average ambient noise level averaged as 45dB for the day and 43dB for the night at measurement position 1, as seen at paragraph 24.5.1.5, Table 24.15 (APP-139). There is no explanation as to why background noise levels have been used rather than average ambient noise levels to form the 'noise assessment criterion'. We request for the Applicant to provide this

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			explanation and why it has chosen an elevated and not a lower baseline as background. Raising the baseline reduces (potentially artificially) the real noise impacts generated by the Application Development. In addition, we cannot identify in the documents provided by the Applicant any resultant noise predictions in decibels ("dB") incorporating current ambient and background noise readings. The Applicant has provided figures for the operation noise levels, construction noise levels, pre-existing background noise levels, and pre-existing ambient noise levels but does not provide the expected resulting uplift in noise levels during construction and operation. Dealing with the figures provided at Tables 24.21-24.24 (APP-139), the Applicant has not commented whether the noise levels during construction are those calculated in absence of the background noise levels or in addition to the pre-existing background noise. Therefore, in relation to Table 24.3 (APP-139) we are unable to tell if the noise that is being measured as 'negligible' is the total noise levels of the area with both construction and background included, or if the Applicant is measuring the construction noise levels in isolation. In addition, if the Applicant is using total noise

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			levels, does the Applicant use the background noise levels of 33dB or ambient noise levels of 45dB, as depending on which one we consider that this might make a material difference to the final calculation of dB readings caused by the construction and operation of the Application Development? We request that if the Applicant is using background noise levels to calculate total noise levels to provide their reason for doing this.
3.	**Paragraph 8.2 of our Clients' Written Representations (REP1-232) SUBMITTED AT DEADLINE 1: :** Paragraph 3.7.1.3 of Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that the construction works and activities relating to the converter station area is anticipated to take place in 10-hour shifts over six days a week, between 8am and 6pm, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel. This will cause significant noise impacts for our Clients as it will affect our Clients' peaceful enjoyment of their property. One of our Clients is not in good health, has recently suffered [redacted], has underlying [redacted] Given the proximity with which our Clients will live	Paragraph 8.2: *"The construction core working hours for the Converter Station area (Works No. 1 and 2) are specified in Requirement 18 of Schedule 2 of the dDCO as being between 0800 and 1800 hours on weekdays and between 0800 to 1300 hours on Saturdays, with start-up and shut-down activities up to an hour either side of the core working hours. These are standard construction working hours.* *Construction noise predictions at surrounding residential receptors, including Little Denmead Farm (R5), for the key work stages, has been*	The Applicant is side-stepping our point and has not addressed it. Instead, it merely re-iterates its responses already provided at Deadline 2. We have already provided an answer on this point at row 17 of our submissions for Deadline 3 (REP3-043.). The Applicant does provide additional references to information relating to noise and vibration predictions, but these do not answer the points we have made in relation to our Client's health. To summarise Tables 24.21 to 24.24 of Chapter 24 of the ES (APP-139), in relation to our Clients. 1. Construction of main site access road – 55dB – Negligible 2. Establishment of car parking and site

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	to the works, they will be highly impacted by the noise and vibration caused by the works. We are also instructed by our Clients that representatives of Promoter, in their limited dealings with our Clients, made verbal representations that the works would only operate for five days a week and between 8am and 5pm. This is not what is stated in the Environmental Statement and so served to give our Clients, at best unclear and, at worst misrepresentative information.	*completed and are presented in Tables 24.21 to 24.24 of Chapter 24 of the ES (APP-139). These noise predictions have followed the principles of the methodology set out in in British Standard (BS) 5228-1:2009+A1:2014 Code of practice for noise and vibration control on construction and open sites – Part 1: Noise. Based on this assessment the construction noise impacts at Little Denmead Farm are assessed as being negligible.* *The vibration assessment has also concluded that there will be negligible effects at all receptors from Converter Station construction activities (Paragraph 24.6.2.14 of Chapter 24 of the ES (APP-139)). Further information regarding vibration is provided in table 2.6 of this document under Paragraph 3.6."*	welfare area – 53dB negligible 3. Construction of substructure of telecommunications buildings – 53dB – negligible 4. Construction of superstructure of telecommunications building – 52dB – negligible 5. Landscaping car parking and site welfare area – 52dB – negligible The evidence leases out of account the impact of the Convertor Station on R5. We request evidence of the impact on R5 from the Converter Station and request an explanation as the basis for excluding the impact of the building of the substructure and the superstructure of the Converter Station for receptor R5 (Little Denmead Farm) from Tables 24.22 and 24.23 **[APP-139]**. This seems a significant omission. In addition, we cannot identify in the Application documents any resultant noise predictions in decibels ("dB") incorporating current ambient and background noise readings. The Applicant has provided figures for the operation noise levels, construction noise levels,

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			pre-existing background noise levels, and pre-existing ambient noise levels but does not provide the expected resulting uplift in noise levels during construction and operation. Dealing with the figures provided at Tables 24.21-24.24 (APP-139), the Applicant has not commented whether the noise levels during construction are those calculated in absence of the background noise levels or in addition to the pre-existing background noise. Therefore, in relation to Table 24.3 (APP-139), it is impossible to ascertain whether the noise that is being measured as 'negligible' is the total noise levels of the area with both construction and background included, or if the Applicant is measuring the construction noise levels in isolation excluding background. In addition, if the Applicant is using total noise levels, does the Applicant use the background noise levels of 33dB or ambient noise levels of 45dB, as depending on which one we consider that this might make a material difference to the final calculation of dB readings caused by the construction and operation of the Application Development? We therefore maintain our representations in this regard.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
4.	**Paragraph 8.3 of our Clients' Written Representations (REP1-232) SUBMITTED AT DEADLINE 1:** Paragraph 5.3.12.8 of the Planning Statement (document number 5.4) **[APP-108]** states: "*The Converter Station Area is located in a sparsely populated area, and therefore it is feasible to predict the noise level from each stage of the construction works at specific surrounding sensitive Receptors, of which six were noted within 300 m of construction activities. The ES concludes that no significant Impacts will occur at the Converter Station Area during the Construction Stage noting the distances to the six sensitive Receptors and the temporary nature of the construction works. The implementation of the Onshore Outline CEMP will ensure that Impacts are reduced as far as practicable through the imposition of standard construction working hours and best practice construction methods including screening of works*." Our Clients' residential properties on the Retained Land (e.g. Little Denmead Cottage and the static caravan) lie within 300m of the construction activities. We question whether a 300m distance was an appropriate maximum distance to measure from and would request the Promoter to explain the basis of selecting this distance. Moreover, we would not categorise an estimated 3-year construction and commissioning period for the	Paragraph 8.3: *"The justification for undertaking noise predictions for all receptors within 300m of a given construction activity is provided in Paragraph 24.4.2.6 of Chapter 24 of the ES (APP-139). In summary this follows the guidance in BS 5228, and furthermore, no significant construction noise effects will occur at receptors located further than 300m from an activity. For the avoidance of doubt, where a receptor is located closer than 300m from a given construction activity, the actual distance between the construction activity and the receptor has been used to predict the noise level at that receptor.* *As explained in paragraph 4.2.4.1 of Chapter 4 of the ES (APP-119), environmental effects are classified as either permanent or temporary, and permanent are those changes which are irreversible or will last for the foreseeable period. Construction noise and vibration activities are considered to be temporary effects which is an accepted EIA approach. All construction effects identified have been categorised as short, medium or*	We note the generalised response of the Applicant to rely on mere generalised guidance to avoid undertaking a particular assessment of the impact of the Application Development on our Clients' land and business. We note that paragraph 24.4.2.6 of the Environmental Statement (APP-139) explains that the guidance BS 5228-1 states that construction noise predictions at distances over 300 m should be treated with caution due to the increasing importance of meteorological effects and uncertainty regarding noise attenuation over soft ground. Furthermore, given the distances involved, it is asserted that no significant construction effects would occur at distances beyond 300m. However, this does not respond to our point that, in the circumstances of this matter, why a lesser distance was not adopted as representative of the receptor sites, rather than selecting an arbitrary and generalised guidance distance of 300m which is on the borderline of the warning relating to using this guidance. With regard to the Applicant's response as to what is "temporary", paragraph 4.2.4.1 of the Environmental Statement (APP-119) states that the duration of effects lasting between 1 and 5 years is classed as "medium term". The 3 year construction

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	converter station as a "temporary" period of time. Being exposed to noise impacts for such a long period of time, especially where one of our Clients suffers from severe health issues, would cause significant harm to his health and wellbeing. This has not been adequately assessed by the Promoter, and we would request the Promoter to explain what specific noise reduction methods it would apply in relation to our Clients given their circumstances and location.	*long term, and as described in the relevant Paragraphs of section 24.6.2 of the ES (APP-139), some of the construction noise and vibration effects for the converter station works have been categorised as medium-term to reflect their anticipated duration. Due to the negligible construction noise and vibration effects identified at Little Denmead Farm, no additional noise mitigation measures to those contained in the Onshore Outline CEMP (REP1-087) are considered necessary. "*	period will, therefore, be a medium term effect. That, in itself, sounds more serious than a "temporary" effect. The Applicant also, yet again, makes a blanket reference to a large section of the Environmental Statement (para 24.6.2 of APP-139) that we are already aware of and that our Client's written representation is based on in this regard. No attempt has been made by the Applicant in its response to demonstrate it has adequately assessed the specific impacts on our Clients. Simply telling us which large section we need to read (already knowing we have read it) is not enough. The Applicant has still failed to explain **why and how** it has concluded that the effects of noise and vibration will be negligible specifically in relation to Little Denmead Farm and our Clients' specific health conditions, based on the technical analysis contained in Chapter 24 of the ES **[APP-139]**. The Applicant continues to merely assert they will be negligible. We therefore maintain our representations in this regard.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
5.	**Paragraph 8.4 of our Clients' Written Representations (REP1-232) SUBMITTED AT DEADLINE 1:** Whilst the 'Community Liaison' section of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** states on page 5-52 that "*Any noise complaints will be reported to the appointed contractor and immediately investigated, including a review of mitigation measures for the activity that caused the complaint*", there is no mention in that document of whether the Promoter would then take positive steps to deal with source of the complaint. At the moment it only requires a 'review'. Our Clients' concern is that there is no guarantee from the Promoter that action will be taken and this could therefore expose our Clients to a continuing source of what is to them, unacceptable noise levels, both from a human health perspective but also in terms of the health of their livestock if they are affected by noise too.	Paragraph 8.4: *"As stated in section 5.12 of the Onshore Outline CEMP (REP1-087), at all stages of construction, all contractors on-site will be required to follow Best Practicable Means, as defined in the Control of Pollution Action 1974. As part of this, in the event of a noise complaint, the contractor will review and ensure that working practices are mitigating noise and vibration as far as reasonably practicable. The detailed CEMP for these works, which will be produced following the appointment of a Principal Contractor, will contain detail in the community liaison section. This will include detailed information on a procedure in the event of complaints, which will be agreed in consultation with the environmental health department at the relevant local planning authorities*. "	The Applicant's response does not address the gap we have identified. There has been no change in that section to create an obligation to take positive steps to deal with the source of the complaint, and any detailed CEMP will need to be in line with the provisions of the outline CEMP **[REP1-087]**. The possibility of a complaints procedure is irrelevant to the concerns we are raising – it still does not oblige positive steps to be taken to resolve issues. We therefore maintain our representations in this regard.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) **(Paragraph Number)**	**AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)**	**BLAKE MORGAN COMMENT AT DEADLINE 4**
6.	**Paragraph 8.5 of our Clients' Written Representations (REP1-232) SUBMITTED AT DEADLINE 1:** Chapter 22 of the Environmental Statement (document number 6.1.22) **[APP-137]** dealing with traffic and transport, states at paragraph 22.4.6.3 that during the peak construction in the converter station area, it is anticipated there would be an estimated 43 two-way HGV movements (86 in total) per day, and an estimated 150 two-way employee car movements (300 in total) per day. It is unclear however whether the analysis in the noise chapter of the Environmental Statement (chapter 24) **[APP-139]** takes this into account. We request the Promoter confirms whether it does and explain what specific noise mitigation measures will be put into place for residents who live directly next to plot 1-32. This is a significant amount of traffic movement and is likely to cause considerable noise disturbance to our Clients.	Paragraph 8.5 "*The construction stage road traffic noise assessment has accounted for the construction traffic (both HGV and employee car movements) created by the Converter Station and Onshore Cable Corridor construction activities on the wider road network (Paragraph 24.4.4.4 of Chapter 24 of the ES (APP-139)).* *The use of the Converter Station access road has not been included in the noise and vibration assessment. However, based on the quantity of vehicle movements assumed in the transport assessment and the time periods that these vehicle movements are expected to occur, the access road will not result in any significant noise or vibration effects. This is because the magnitude of noise level at Little Denmead Farm from vehicles travelling along the access road, located over 50m away, and is predicted to be negligible. Therefore, no additional noise mitigation measures to those contained in the Onshore Outline CEMP (REP1-087) specific to Little*	Little Denmead Farm is within 300m of the converter station and is a classed as a sensitive noise and vibration receptor. The Applicant admits that the construction, use for construction and equipment traffic, and presence of the access road has not been considered in the noise and vibration assessment. This is a significant oversight. In light of this, the Applicant has no technical basis to conclude that the vehicle movements will not result in any significant noise or vibration effects. The Applicant has no evidence to support this. We therefore maintain our representations in this regard.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		Denmead Farm are necessary."	
	Business Impact		
7.	3.5 Our Clients' Relevant Representations **[RR-055]** highlighted that the freehold interest to over 30 acres of the 52 acre farm covered by plot 1-32 is to be compulsorily acquired. This represents 58% of the farm's landholding. With over 60% of the farm being affected overall by this, and the compulsory acquisition of new permanent access rights (plot 1-51), acquisition of permanent landscaping rights (plots 1-38, 1-69, 1-70, and 1-72), and temporary possession of land (plots 1-57 and 1-71), this will significantly interfere with our Clients' farming activities. The farm's landholding is relatively small compared to neighbouring landowners, and it will therefore have a disproportionate impact on Little Denmead Farm compared to others. There will also be a significant detrimental impact on the remaining parts of the farm as existing fields will be split up, leaving small, irregular shaped paddocks without straight boundaries. This will make it difficult to carry out farming activities as there will be insufficient space for livestock grazing and access will be rendered difficult. There is no other suitable farming land of this size available in the vicinity to replace the land that will be lost. Reducing the farm to just 22 acres means that the farm is	It is not the case that the Applicant has considered only the type (i.e. grade) of agricultural land that would be lost and has failed to consider the effect on the agricultural business that operates on the land. The relevant baseline description of the farm holding affected in set out in paragraph 17.5.1.8 of Chapter 17 of the ES (Soils and Agricultural Land Use) (APP-132) and the impacts during construction at paragraph 17.6.2.10. This states that approximately 12.8 ha (60% of the land holding) will be required temporarily and permanently from Little Denmead Farm, which would be a high magnitude of impact on a low sensitivity holding and give rise to moderate adverse temporary and permanent effects, which are considered significant for the farm. The impact on the land holding has therefore been formally assessed within	The Applicant's reference to Chapter 17 the ES (Soils and Agricultural Land Use) (APP-132) does not deal with the explicit question of **business impact.** Paragraph 17.5.1.8 of Chapter 17 of the ES (Soils and Agricultural Land Use) (APP-132) state that the proposals "*give rise to **moderate** adverse temporary and permanent effects. These are considered to be significant effects on the farm.*" As such, we maintain our representations in this regard. The Applicant has continued to fail to adequately assess the significant harm that the DCO would have on Little Denmead Farm's ability to function. The Applicant has also failed to formally assess the loss of businesses and livelihoods (not only in relation to our Clients but also in general) in the context of the examination into whether the compulsory acquisition powers being sought satisfy the relevant legal and guidance requirements. As such, we maintain our representations in this regard. We are also aware of the information provided by the Applicant in answers CA1 and CA2 of REP2-014. To this we repeat our answers submitted in REP3-043 Comments on the Applicant's Responses (REP2-014) to the Carpenters' Written

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	unlikely to be able to continue to operate as a viable business. The Applicant has failed to adequately assess the significant harm that the DCO would have on the farm's ability to function, considering only the type of agricultural land that would be lost and failing to consider the effect on the agricultural business that operates on that land. Section 5.12 (on page 5-106) of the Applicant's Responses to Relevant Representations **[REP1-160]** does not provide sufficient justification to address these concerns. The response in section 5.12 makes a general reference to Chapter 17 of the Environmental Statement (Soils and Agricultural Land Use) **[APP-132]**, Appendix 27.3 (Cumulative Effects Assessment Matrix (Stage 1 & 2)) (APP-479) and Appendix 27.4 (Cumulative Effects Assessment Matrix (Stage 3 &4)) (APP-480). The Applicant does not however explain how these documents address our Clients' concerns. The response also states that "as discussions are ongoing with landowners, no account has been taken of any potential mitigation measures for land holdings so the assessment in the ES presents a worst case for the effects on farm holdings. Paragraph 17.8.1.6 of Chapter 17 states that 'Mitigation relating to the permanent loss of farmable area to the affected farm holdings are matters of private negotiation and therefore cannot be incorporated into this assessment'. Discussions are ongoing with landowners with regards to acquisition in the hope of reaching	the ES. The Applicant provided further information in relation to the justification for the acquisition of the land and rights for the Application Development in the Converter Station area in answers CA1 and CA2 of the Applicant's Response to Written Representations (REP2-014), the key points of which are repeated below. Plot 1-32 (owned by the owners of Little Denmead Farm), together with Plots 1-20, 1-23 and 1-29 will accommodate the Converter Station, the Telecommunications Buildings, two attenuation ponds, the Access Road and significant areas of landscaping. These are shown on the Indicative Landscape Mitigation Plans for Option B (i) (APP-281) and B (ii) (REP1-137). The land which has been identified as being required is no more than is necessary for the construction, operation and maintenance of the Application Development. The Application Development has been deemed to be Nationally Significant	Representation (REP1-232). This is that, we are fully aware of the facts of what is being proposed on plot 1-32. However, the Applicant has not provided sufficient reasons or any analysis as to why the alternative compulsory acquisition powers we have suggested will not be appropriate, other than state there are "security and safety" reasons. No further detail is provided as to what these security and safety reasons are. We note the reliance placed by the Applicant on the terms of the Direction of the Secretary of State. That reliance remains misplaced. See the terms of the Direction **[APP-111]** and **[AS-039]** and the underlying Statement requesting a Direction **[AS-036]**. The Applicant remains required to justify its Application Development, the terms of the DCO it seeks, and the lawful justification for the authorisation of compulsory acquisition rights in relation to our Clients' land at Little Denmead Farm.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	an agreement with the impacted parties." Firstly, the Applicant needs to demonstrate that the public interest outweighs the harm that will be caused by the exercise of such compulsory acquisition powers, and that those powers being sought are proportionate. The harm that will be caused to our Clients is the loss of their business and livelihoods. Such a significant harm should not be relegated to the subject of private negotiations only, without any assessment by the Applicant, or scrutiny by the ExA. In this regard, we submit that the loss of businesses and livelihoods (not only in relation to our Clients but also in general) needs to be formally assessed and considered in the context of the examination into whether the compulsory acquisition powers being sought satisfy the relevant legal and guidance requirements. Secondly, despite what the Applicant states, there has been very little progress (on its part) in private negotiations with our Clients. We therefore maintain our Clients' objections in relation to business impact. Please see paragraphs 4.5.1 and 4.5.4 of this letter for further details of the lack of engagement with our Clients in relation to reaching a voluntary agreement and in relation to the proposals' impacts on our Clients' business.	Infrastructure and will be capable of meeting GB energy objectives along with numerous other benefits as set out in the Needs and Benefits Report (APP-115) and the Needs and Benefits Addendum - Rev 001 (REP1-135) These clearly demonstrate the national and international benefits of the Application Development, which outweigh the harm caused by the Application Development and justify the interference with human rights for this legitimate purpose in a necessary and proportionate manner. The Applicant has issued revised and improved Heads of Terms to the Landowner at Deadline 3 and the Applicant has requested further information from the Landowner to allow further assessment of the impact on the farm business. A series of weekly calls has also been proposed to progress outstanding matters privately with the landowner and their representatives.	

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	Compulsory Acquisition		
8.	3.6 Our Clients' Relevant Representations **[RR-055]** set out arguments as to why we do not believe the compulsory acquisition powers being sought in relation to Little Denmead Farm are necessary and proportionate. Section 5.20 on page 5-111 of the Applicant's Responses to Relevant Representations **[REP1-160]** refers us to the Statement of Reasons (APP-022). However, there is no explanation provided by the Applicant beyond this as to why the powers are necessary and proportionate and which parts of the Statement of Reasons they consider relevant to our Clients' concerns in this regard. Our Clients' Written Representations submitted at Deadline 1 (document reference number REP1-232) sets out in full why we do not consider the Statement of Reasons adequately addresses our Clients' objections in this regard. We therefore maintain our Clients' objections in relation to the necessity and proportionality of the compulsory acquisition powers being sought, and reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted at Deadline 2) in relation to this issue, and comment further at Deadline 3.	The justification for the proposed grant of powers to authorise the compulsorily acquisition of land and rights in connection with the Application Development, including the reasons why there is a compelling case in the public interest given the national significance of the Application Development, is explained within the Statement of Reasons (SoR) (REP1-025). The Statement of Reasons is not a standalone document and needs to be considered along with other documents, many of which it refers out to, which have been submitted by the Applicant. In this case the Applicant refers specifically to the Needs and Benefits Report (APP-115) and the Needs and Benefits Addendum - Rev 001 (REP1-135) [sic]. These clearly demonstrate both the need for and the benefits of the Application Development. The Applicant provided further	Para 7.2.6 of REP1-025 states that the extent of the land to be affected by the Application Development will be no more than is reasonably necessary in connection with the construction, operation and maintenance of the Application Development and is therefore necessary and proportionate. We note the assertion by the Applicant. It remains necessary for the Applicant to establish the justification for the need for taking our Clients' land comprised of plot 1-32. The Needs and Benefits Report (APP-115) (and the belated Needs and Benefits Addendum – Rev 001 (REP1-136)) do not provide the justification necessary to support the use of compulsory powers of acquisition in relation to the Application Development. We are also aware of the information provided by the Applicant in a response to CA1 and CA2 of REP2-014. We repeat our answers submitted in REP3-043 Comments on the Applicant's Responses (REP2-014) to the Carpenters' Written Representation (REP1-232): we remain aware of what is being proposed on plot 1-32. However, the

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		information in relation to the justification for the acquisition of the land and rights for the Application Development in the Converter Station area in answers CA1 and CA2 of the Applicant's Response to Written Representations (REP2-014), the key points of which are repeated below. Plot 1-32 (owned by the owners of Little Denmead Farm), together with Plots 1-20, 1-23 and 1-29 will accommodate the Converter Station, the Telecommunications Buildings, two attenuation ponds, the Access Road and significant areas of landscaping. These are shown on the Indicative Landscape Mitigation Plans for Option B(i) (APP-281) and B(ii) (REP1-137). The land which has been identified as being required is no more than is necessary for the construction, operation and maintenance of the Application Development. The landscaping measures proposed by the Applicant (in Plot 1-32 as well as Plots 1-38, 1-69, 1-70 and 1-72) reflect extensive engagement with and feedback received from Statutory Consultees such as Winchester City	Applicant has not provided a rational basis or any assessment as to why the alternative extent of powers suggested would not be appropriate. Instead, the Applicant merely asserts there to be generalised "security and safety" reasons. No evidence or particularised detail is provided as to what these security and safety reasons may be. We request clarification from the Applicant in relation to their statement that *'third party rights over these areas would be significantly constrained by the potential presence of the Converter Station … and the landscaping which is to be located on this land in the event of either option, meaning access and enjoyment of the land will not be possible (for both options) once the landscaping to be provided in connection with the proposals is in situ.*' Would the Applicant please specifically explain which areas of land where *access and enjoyment of the land <u>will not</u> be possible due to landscaping?* It is our understanding from the entire above statement is in relation to Plot 1-32 as well as Plots 1-38, 1-69, 1-70 and 1-72. It had been our understanding that landscaping rights were not so prescriptive as to remove rights of access for Plot 1-38, Plot 1-69, 1-70, and 1-72. We have also addressed the Applicant's contentions relating to third party rights in row 5 of our Clients' Deadline 3 submissions (REP3-043), and we maintain those comments.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		Council and South Downs National Park Authority regarding concerns over loss of vegetation in this area and the Applicant's proposals will significantly strengthen the landscape features in this area, providing an important visual screening function, as well as provide biodiversity enhancements, to address the feedback received. Any third party rights over these areas would be significantly constrained by the potential presence of the Converter Station Site (for Option B(i)) and the landscaping which is to be located on this land in the event of either option, meaning access and enjoyment of the land will not be possible (for both options) once the landscaping to be provided in connection with the proposals is in situ. Further information relating to the landscaping measures is provided in the response to query 3.7 below.	
	Landscaping		
9.	3.7 Our Clients' Relevant Representations **[RR-055]** state that the Applicant has failed to justify the need for the laydown area/works compound on plot 1-32 to be required on a permanent basis for *landscaping* and landscaping over a	Plot 1-32 as referred to on the updated Land Plans (REP1-011 and 011a) includes the Converter Station footprint, Access Road, two attenuation ponds and land immediately surrounding such	Our Client's land lies in the setting of the South Downs. The Downs regulator has advised that their advice is to retain the existing situation and address the sensitivities of the farmsteads and the local landscape character. The landscaped area

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	considerable extent of their land. The existing farm landscape is grassed pasture for livestock. Surprisingly, the Application proposed a quite different landscape broken up and comprised of grassland rather than as high screening, with hedges and few trees. There appears no need to acquire permanently their land to then re-provide (newer) grass nor fragment existing field patterns. The Applicant has not provided any justification as to why permanent landscaping rights are required in respect hedgerows and which would prevent our clients from being able to evolve their land for its existing farm purpose. Section 5.25 on page 5-118 of the Applicant's Responses to Relevant Representations **[REP1-160]** states that those rights are required as part of the landscaping strategy to assist with the screening of the Converter Station. The areas of land identified for this purpose are considered to be reasonable and only so much as is necessary and aligns with the scale of the project. The Applicant refers us to section 6.1.7 of the Statement of Reasons (APP-022). However, paragraph 6.1.7 does not contain any relevant explanation or justification; it merely states: "New Landscaping Rights: Rights are sought over the land shown green on the Land Plans for landscaping and ecological measures required in connection with the visual screening of the converter station and at the University of	features. The landscaping on plot 1-32 in the area where the temporary laydown area/works compound is to be located during construction is not "only grassland", it consists of woodland, scrub and hedgerows and new calcareous grassland. The planting serves not just a visual screening function in specific locations but also seeks to connect with Stoneacre Copse (ancient woodland to the south east), addressing concerns over the need to improve connections to nationally important habitats as referred to at the Applicant's Response to Written Representations (4.23) (REP2-014) and responds to LPA management strategy objectives in terms of landscape character (as detailed below) and referred to in Appendix 15.4 of the ES (Landscape Character) (APP-402). • South Downs National Park Landscape Character Area D (D2 Hambledon and Clanfield Downland Mosaic) Management Strategy seeks to conserve and extend areas of unimproved chalk grassland at Butser Hill and species-rich chalk grassland, yew woodland and rare juniper scrub at Old Winchester Hill. The landscape mitigation measures	around the Convertor Station is at odds with the existing situation and appears to be a preferred landscape scheme seeking to justify a larger extent of land take than is necessary for the Converter Station's situation. However, the landscape scheme is not itself nationally important infrastructure but (mere) landscaping of currently open grassland fields used by livestock and able to be used for livestock farming. The Applicant asserts that its proposed landscape appearance is preferable to the existing local landscape of the farmstead. It asserts that that preference for a different local landscape appearance around the Converter Station footprint is necessary and proportionate for the proposed Converter Station. It relies on addressing concerns over the need to improve connections to nationally important habitats as referred to, by a single sentence, in the Applicant's Reponses to Written Representations (4.23) (REP2-014). Whereas livestock can move through open fields presently, they cannot move across the proposed new vegetative barriers indicated on the (indicative unfixed) landscape plans **[REP1-036], [REP1-037]** and **[REP1-137]**. The envisaged new connections do not

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	Portsmouth Langstone Campus adjacent to Furze Lane." To therefore simply state that the rights being sought are required and are reasonable, without any further explanation or evidence to support why they are required and are reasonable, is insufficient. We therefore maintain our Clients' objections in relation to landscaping and reserve their position. We have made further representations in respect of landscaping in our Clients' Written Representations (REP1-232). We will consider the Applicant's responses to those (which are to be submitted at Deadline 2), and comment further at Deadline 3.	seek to support this objective. • East Hampshire LCT 3fi Downland Mosaic (LCA 3fii) Management Strategy seeks to restore hedgerow boundaries to provide visual unity and intactness and increase biodiversity and links to areas of woodland and promote growth of hedgerow trees to be required on a Permanent basis. • Winchester City Council Hambledon Downs 17 (WCTW2) Management Strategy seeks to encourage the extension of existing chalk downland, through agricultural and planning policies (e.g. compensation for unavoidable loss of wildlife habitats resulting from planned development), encourage the protection and conservation of important wildlife and historic features such as ancient hedgerows and woodlands, tracks and historic parks, especially where they provide a link with other semi-natural habitats and conserve and restore the structure and condition of the woodlands through appropriate management such as thinning,	accommodate the existing farmstead connections situation. Further, it is difficult to see what in particular the landscape indications are mitigating at all at the local level of the nearby farmstead. If the purpose of these powers is to improve connections to nationally important habitats, why is the very considerable horizontal breadth over large swathes of our Clients' freehold land proportionate or necessary in the context of the purpose of the Converter Station infrastructure? As the Applicant points to the Needs and Benefits report **[APP-115]** and **[REP1-136]** to indicate the proportionality of its desired acquisition, this needs and benefits report does not encompass the need to create habitat cohesion. In addition, if the Applicant was seeking to create better habitat cohesion with the Ancient Woodland, why can this not be done by means other than compulsory acquisition? The Applicant refers to the South Downs National Park Landscape Character Area D (D2 Hambledon and Clanfield Downland Mosaic) Management Strategy and the desire (not need) therein to conserve and extend Buster Hill and Old Winchester Hill. It is difficult to follow why the Applicant references this Strategy when these distant features that are both over five miles away

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		coppicing, replanting, ride and edge management and the removal of invasive alien species. Revisions to the indicative landscape mitigation plans Figure 15.48 and 15.49 (REP1-036 and 037 respectively) and landscape mitigation plans for Option B(ii) (REP1-137) submitted for Deadline 1 demonstrate further measures to improve connectivity further with the ancient woodland. The Applicant also refers to the Applicant's Response to Written Representations (CA3) (REP2-014) which explains that the proposals also reflect the extensive engagement with, and feedback received from the LPAs and that the proposals strengthen the visual screening function as well as biodiversity enhancement. Permanent landscaping rights re hedgerows: In terms of permanent rights the Applicant also refers to the Applicant's Response to Written Representations (CA4) (REP2-014) which explains LPAs concerns over	from the site and not within the SDNP area. The Applicant references the East Hampshire LCT 3fi Downland Mosaic (LCA 3fii) Management Strategy. We note that the Applicant states that this strategy seeks to restore hedgerow boundaries to provide visual unity and intactness. We note that this strategy is formed for the entire Character Area 3f Horndean – Clanfield Edge and not simply the area around the Lovedean station. It cannot be ascertained how the Applicant plans on increasing already established hedgerows in this area to increase biodiversity. In addition the East Hampshire LCT 3fi Downland Mosaic (LCA 3fii) Management Strategy also asks to conserve the pattern of small assorted [sic] fields and seek to conserve/reinstate hedgerow boundaries and seek to ensure good management of horse paddocks to conserve the rural setting. The Applicant's submissions seem to be in conflict with these considerations. Also, there is also a consideration to monitor the expansion of the urban edge of Horndean and Clanfield to ensure that it does not expand further onto areas of open rolling chalk download. As such we consider that on balance, the Applicant's proposals are more in breach of the East Hampshire LCT 3fi Downland Mosaic (LCA 3fii) Management Strategy than in accordance with it.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		potential loss of vegetation in this area and that Applicant's proposals will significantly strengthen the landscape features in this area, providing an important screening function, to address the feedback received. As such, the acquisition of the rights and restrictions in question is necessary in connection with the Application Development.	In regards to Winchester City Hambledon Downs 17 (WCTW2) Management Strategy, we have been unable to find this document online as so invite the Applicant to provide it as they are seeking reliance on it. In relation to the Applicant's statement that the indicative landscape mitigation plans Figure 15.48 **[REP1-036]** and 15.49 **[REP1-037]** demonstrate further measures to improve connectivity further with the ancient woodland, we again question how this is relevant to the Application Development. The Applicant refers to extensive engagement and feedback with LPAs. We request that the Applicant provide evidence as to the feedback given and where it would state that additional areas of land would have to be compulsorily acquired in order to improve the connectivity of the ancient woodland. Regarding the Applicant's comment on permanent landscaping rights in relation to hedgerows and the provision of a screening function, the Applicant has previously failed to answer our queries in this regard which featured in our written representations. The Applicant has not provided, and has failed to provide, justification for the need for permanent landscaping rights over the full lengths of hedgerows in order for them to provide screening, when the existing hedgerows are *already* fully mature. The hedgerows would

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
			continue to provide screening for the Applicant's Application Development, whether or not the Applicant has rights over that land.
	Relevant Representations not responded to		
10.	3.8 Our Clients' Relevant Representations **[RR-055]** also raised issues relating to access, the proximity of the proposed scheme to the South Downs National Park, why the proposed telecommunications building on plot 1-32 cannot be moved eastwards in order to preserve the paddocks belonging to our Clients, the effect of the proposed scheme on the nature of the area (turning it from an agricultural into an industrial area), and the protection of their human rights. The Applicant's Responses to Relevant Representations **[REP1-160]** do not provide any direct response to these concerns. FROM RR-055: 1. (Access) The proposed acquisition will split up fields (for example the proposed permanent	The Application Development has been deemed to be Nationally Significant Infrastructure and will be capable of meeting GB energy objectives along with numerous other benefits as set out in the Needs and Benefits Report (APP-115) and the Needs and Benefits Addendum - Rev 001 (REP1-135). These clearly demonstrate the national and international benefits of the Application Development, which outweigh the harm caused by the Application Development and justify the interference with human rights for this legitimate purpose in a necessary and	We note the Applicant's response in regards to our very real access concern. However, the Applicant has failed to recognise this concern or to provide credible evidence to justify its conclusions on the impacts that the Application Development will have over access to the farm. We made points in this regard at paragraph 6.5.9 of our Client's Written Representations (REP1-232) and have provided further comments so refer to our comments above relating to business impact. We remain aware of the facts of what is being proposed on plot 1-32. With regard to the Telecommunications Building, the Applicant continues to have failed to explain why the Telecommunications Building cannot be placed slightly east to avoid the break up on an additional paddock and has also failed to establish why the

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	access route (Plot 1-51) will bisect the existing field into two), leaving small, irregular shaped paddocks without straight boundaries, making it difficult to carry out farming activities as there will be insufficient space for livestock grazing and access will be rendered difficult. There is no other suitable farming land of this size available in the vicinity to replace the land that will be lost. Reducing the Farm to just 22 acres means that the Farm is unlikely to be able to continue to operate as a viable business. 2. (Proximity to South Downs National Park) A recent planning application for a battery storage development was refused partly due to the close proximity of South Downs National Park. The Converter Station would hugely impact the area on the very edge of the National Park. Our clients are still willing to work with AQUIND to achieve agreement on reasonable terms to the satisfaction of both parties. However, if agreement is not reached wish to maintain their objection. Our clients reserve the right to make further detailed representations during the Examination stage of the DCO. 3. (Use of Plot 1-32) - Over 30 acres are to be compulsorily purchased (Plot 1-32), representing 58% of the Farm's landholding….. AQUIND have failed to demonstrate that the extent of the compulsory acquisition is necessary and	proportionate manner. 1. Access - The Applicant notes the acquisition of land necessary for the Application Development will split up fields such as in the case of Plot 1-51, which is required for the access road and associated landscaping. This will modify the boundaries of the fields in this area and the resulting boundaries will have a gentle curve. The Applicant recognises the loss of land will have a significant impact on the farm but does not believe the shape of the resulting boundaries and resulting fields will materially negatively impact the ability to use remaining areas. 2. The Applicant acknowledges that the Application Development does lie in close proximity to the South Downs National Park, and as referred to in the Applicant's Comments on Local Impact Reports Table 9.1 paragraph 5.4 (REP2-013) there will be significant effects on the setting of the designated landscape is perceived within 3km of the Converter Station Area. The Application Development has been sited to utilise the topography and	Telecommunications Building cannot be included in the Converter Station compound, a point we established in paragraph 6.5.7 of our Clients' written representations (REP1-232) and not yet acknowledged by the Applicant. We note: the Applicant's comments in regard to the nature of the area; that the Applicant asserts that whilst the area is rural it is dominated by features of undisguised industrial nature. We consider the Applicant's assertion to be enthusiastic: despite hosting overhead pylons, the area of our Clients' land is unmistakably a rural agricultural area.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	proportionate, taking only what is required. For example, AQUIND have failed to demonstrate why the telecommunications building (in Plot 1-32) cannot be situated further east towards the woods, leaving the existing 4 acre paddock intact. AQUIND have failed to justify the need for the laydown area/works compound on the Plot to be required on a permanent basis for landscaping, when such landscaping will only consist of grassland rather than as screening, nor provided adequate justification as to why permanent landscaping rights are required in respect hedgerows which prevents our clients from being able to reshape the remaining parts of the Farm. 4. (Change on nature of the area) The Converter Station is likely to encourage further similar development turning this agricultural landscape into an industrial area.	existing vegetation to partially screen the Converter Station from some angles. It has been carefully designed to take into account impacts on landscape and visual amenity, having regard to siting, operational and other relevant constraints to minimise harm to the landscape and visual amenity, providing reasonable mitigation. With regard to the mitigation proposed, given the necessary size of the Converter Station taking into account its functional requirements it will always have a post mitigation residual impact. It is noted in this regard that NPS EN-1 acknowledges in relation to landscape impact and decision making at paragraph 5.9.8 that "virtually all nationally significant energy infrastructure projects will have effects on the landscape" and that "Projects need to be designed carefully, taking account of the potential impact on the Landscape… to minimise harm to the landscape, providing reasonable mitigation where possible and appropriate." This is the case with the Application Development. 3. The Telecommunication Buildings	

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		were deliberately sited at a lower level to the Converter Station to minimise visual impacts. The buildings were also sited to the west of the Access Road to minimise impacts on Stoneacre Copse ancient woodland working within the offsets and standoffs set based on the range of utilities and landscape and ecological constraints present. As indicated in the revisions to the indicative landscape mitigation plans Figure 15.48 and 15.49 (REP1-036 and 037 respectively) and landscape mitigation plans for Option B(ii) (REP1-137) submitted for Deadline 1, proposed planting in the form of scrub will provide partial screening. As shown on the Indicative Landscape Mitigation Plans for Option B(i) (APP-281) and B(ii) (REP1-137), apart from the Telecommunications Building, Plot 1-32 will also accommodate the Converter Station, two attenuation ponds, the Access Road and significant areas of landscaping. The Applicant considers that the use of these areas for agricultural use would have a material negative effect on the development and retention of the landscaping proposed. Furthermore, the Applicant considers it is necessary to acquire the freehold of the entirety of these areas to prevent	

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		third party access for safety and security related reasons during the construction and operation of the Application Development. 4. As referred to in the Applicant's Comments on Local Impact Reports Table 9.1 paragraph 5.4.2 and Table 11.1 paragraph 2.2 (REP2-013) the landscape of the Converter Station Area immediately around the buildings will change as a result of the development, however the landscape whilst rural is characterised by the existing Lovedean Substation and, particularly the overhead terminal towers / pylons and lines which are of an undisguised industrial nature. As described in ES Chapter 15 (APP-130) paragraph 15.5.3.4 "the existing Lovedean Substation, associated pylons and overhead lines are dominant elements in the landscape of the Converter Station Area and immediate surrounding area."	
	APPLICANT'S RESPONSES TO ExQ1		

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
11.	**MG1.1.2 - siting of the Converter Station** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** The Applicant's response refers to ongoing discussions with landowners in relation to the siting of the Converter Station and that it is confident those negotiations can be concluded in advance of the end of the Examination period. Our Clients have never been contacted by the Applicant to specifically discuss these specific issues. Whilst we share the Applicant's hope to conclude negotiations before the end of Examination, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to starting proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.	The Applicant's agent has specifically discussed Options B(i) and B(ii) with the owners of Little Denmead Farm and their agents at meetings held on 07 March 2019 and 21 August 2019 and with the owners of Hillcrest and Mill View Farm at a meeting on 07 February 2019, in advance of their agents being appointed in September 2019. The issue relating to the siting of the Converter Station is dependent on finalising an agreement to secure the necessary land rights from National Grid to use Plot 1-27. The other plots which the Applicant is seeking to permanently acquire or secure rights over in the Converter Station area are not affected by these discussions as they are required for the Proposed Development irrespective of whether Option B(i) or Option B(ii) is chosen. The Applicant has issued revised and improved Heads of Terms to the Landowner at Deadline 3 and the Applicant has requested further information from the Landowner to allow the impact on the farm business be further considered and assessed. A series of weekly calls has also been proposed to progress outstanding matters privately with the landowner	The Applicant did provide at Deadline 3 revised draft Heads of Terms, which we are currently considering on behalf of our Clients. We reserve the right to make further comments on the Applicant's quality and frequency of engagement should this deteriorate once again. We maintain our Clients' account of the Applicant's engagement.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
		and their representatives	
12.	**MG1.1.21 (management under the Outline Landscape and Biodiversity Strategy):** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** The Applicant states that it is in discussions with a number of landowners in the vicinity of the Converter Station Area to agree the acquisition of land and easements to provide the rights required for the long term management of the land, including hedgerows, to enable the implementation and maintenance of the measures set out in the updated Outline Landscape and Biodiversity Strategy **[REP1-034]**. Again, whilst we share the Applicant's hope to conclude negotiations, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to starting proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.	The Applicant has issued revised and improved Heads of Terms to the Landowner at Deadline 3 and the Applicant has requested further information from the Landowner to allow further assessment of the impact on the farm business. A series of weekly calls has also been proposed to progress outstanding matters privately with the landowner and their representatives	The Applicant did provide at Deadline 3 revised draft Heads of Terms, which we are currently considering on behalf of our Clients. We reserve the right to make further comments on the Applicant's quality and frequency of engagement should this deteriorate once again.
13.	**CA1.3.12:** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S**	The proportion of best and most versatile land within the Order limits is 26% rather than 49%. Paragraphs 17.6.6.1 and 17.6.6.2 and Table 17.6 of	The Applicant has not answered the ExA's question: What would the actual effects on availability and productivity on such land be taking a realistic approach to cable routing and

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	RESPONSE: The ExA asked the Applicant: "Why do the Order limits shown on the Land Plans [APP-008] extend to include a large proportion of best and most versatile agricultural land (49% of the agricultural land implicated by the Order)? What would the actual effects on availability and productivity on such land be taking a realistic approach to cable routing and Compulsory Acquisition?" We note the Applicant does not provide a direct response to this question, but instead addresses a wide range of other issues, from extent of engagement carried out, to noise and vibration. We request that a more specific response be provided by the Applicant.	Chapter 17 (Soils and Agricultural Land Use) of the ES (APP-132) indicate that a total of 65.5ha of agricultural land will be required temporarily for the Proposed Development, of which 16.9ha (25.8%) is best and most versatile land. For land required permanently, this proportion is reduced to 20% (5ha of best and most versatile land (Subgrade 3a) from a total permanent agricultural land requirement of 24.9ha). Permanent landtake for Grade 3a land is needed for access and landscaping	Compulsory Acquisition?"
14.	**Engagement** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** Engagement: The Applicant's response mixes up engagement relating to its consultation activities, with initial and cursory engagement it has had to date with our Clients in relation to acquiring Little Denmead Farm by voluntary agreement. The Applicant states it has been in discussions with our Clients since late 2016 to acquire Little	As noted in the submission, the Applicant has been engaged with the owners of Little Denmead Farm since late 2016. The Applicant has offered Heads of Terms to the landowner's agent on March 2017, December 2017, September 2018, November 2018 and November 2019. A further set of revised Heads of Terms have been issued to the landowner at Deadline 3. The certainty about the amount of land over which it is necessary to acquire land and land rights in relation to the Proposed Development has of course	Our Clients and its agents disagree with the Applicant's assertions in relation to its version of how it has seemly engaged with our Clients and we maintain our Clients' account. The Applicant did at Deadline 3 provide revised draft Heads of Terms, which we are currently considering on behalf of our Clients. We reserve the right to make further comments on the Applicant's quality and frequency of engagement should this deteriorate once again.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	Denmead Farm, which included numerous face to face meetings, and that heads of terms offered have been refined, reflecting "increased certainty" in the amount of land over which rights are required. The Applicant also states that its agent has provided regular and detailed updates to our Clients. As a matter of fact, the Applicant's response in these respects is not entirely correct. The Applicant's engagement with our Clients since 2016 has been mainly in relation to its consultation activities and how the proposals have evolved up until submission of the DCO application. The Applicant's engagement has not been focussed on discussing and progressing a voluntary agreement with our Clients in order to avoid the use of compulsory acquisition powers. Our Clients strenuously contend that interactions with them were all one-way conversations by the Applicant, where the Applicant's agents simply told our Clients what the Applicant was proposing on their land at different points in time, what the DCO process involved, and how the proposals were changing. There were no meaningful discussions in relation to acquiring our Clients' land and the rights that the Applicant would need in relation to landscaping if compulsory acquisition powers were to be avoided. Our Clients (and their agents) also deny there were any meaningful discussions about the extent of the landscaping rights being sought through the DCO application. There was a meeting on 21 August 2019 with the Applicant's agents where a passing comment was	increased as the Applicant's proposals for the Proposed Development have evolved, reflecting feedback which has been received from various consultees, including statutory consultees such as Winchester City Council and South Downs National Park Authority, in relation to landscaping and biodiversity measures. In relation to the comments about each set of Heads of Terms being vastly different to the preceding version, the Heads of Terms from March 2017 and December 2017 were offered in advance of the January 2018 consultation and before a decision had been made between the Option A and Option B site. The Heads of Terms from September 2018 were based on acquiring the vast majority of the landowner's land. It should be noted that the amount of land the Applicant has been seeking to acquire the freehold of has not changed significantly since the November 2018 Heads of Terms were issued, seeking to acquire the freehold of 29.4 acres. The Book of Reference (REP1-027) now identifies the amount of land which the Applicant seeks to acquire the freehold of in Plot 1-32 as 124,023m2	

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	made by the Applicant's agent in relation to the extent of landscaping rights the Applicant may need, and the possibility of entering into a covenant in relation to Little Denmead Farm where our Clients were not to cut the hedgerows to below a particular height (e.g. 5m). That discussion was never furthered. Mr Peter Carpenter has also confirmed to us that any previous calls he placed directly to the Applicant or its agents were to seek clarification about the detail of the changing nature of the proposals and not to negotiate terms of private agreement in relation to Little Denmead Farm. The Applicant has also never explained to our Clients why through its DCO application it needs to own the freehold interest to the parts of Little Denmead Farm it only proposes to landscape or create the access road on. Each time the scheme proposals changed, a new set of draft Heads of Terms was sent to our Clients, to the point where it became very confusing for our Clients to understand exactly what the Applicant was proposing. Each draft of the Heads of Terms was vastly different to the previous version (i.e. they were not "refined" to reflect "increased certainty", as the Applicant has put it). That is why there are currently 5 different versions of draft Heads of Terms – each one represented a very different iteration of the pre-application proposals. It is not the case (as the Applicant's response implies) that the same set of Heads of Terms have been negotiated by our Clients since 2016 and that we are now at	which equates to 30.65 acres. As noted above, Applicant has issued revised and improved Heads of Terms to the Landowner at Deadline 3 and the Applicant has requested further information from the Landowner to allow further assessment of the impact on the farm business. A series of weekly calls has also been proposed to progress outstanding matters privately with the landowner and their representatives. The Applicant is also preparing a draft legal agreement for discussion with the landowner and is committed to securing the rights required by agreement, subject to consideration payable for the rights being reasonable	

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	version 5. To date and despite requests from Blake Morgan LLP, the Applicant has not even sent our Clients a first draft of a private voluntary agreement to consider – given that we are 4 years on since consultation commenced, this illustrates how slow the Applicant has been to properly commence any meaningful voluntary agreement negotiations with our Clients. All efforts by the Applicant to progress draft Heads of Terms and a voluntary agreement have ceased since December 2019. Please see Schedule 1 to this letter for a full breakdown of engagement by the Applicant with our Clients' agents and with Blake Morgan. The last draft of the Heads of Terms was sent to our Clients nearly a year ago and despite many chasers, an updated version has to date not been issued. We have also tried to encourage the Applicant to not allow negotiations on value to stall progress on agreeing other terms on a draft legal agreement, but there has been no movement on this by the Applicant despite our requests. The Applicant's response that its engagement with our Clients has been "regular" is therefore inaccurate. It is also inaccurate for the Applicant to state that it "continues to engage with the landowners via their respective agents with the aim of securing a voluntary agreement for the land and land rights required for the Proposed Development." To this end, we respectfully request that the ExA requires the Applicant to fully and properly engage with our Clients immediately, to start legal agreement negotiations, as per our		

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	repeated requests, in order to avoid seeking and using compulsory acquisition powers in relation to Little Denmead Farm.		
15.	**Impact on business:** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** The Applicants' response covers the impacts on our Clients' farming business. The Applicant states that Little Denmead Farm is not a livestock farm and that only a small number of horses are kept on it. This is incorrect, and demonstrates the Applicant's lack of proper and accurate assessment. The threat of compulsory acquisition changed the way Mr Peter Carpenter farms the holding at Little Denmead Farm. He had every intention to erect modern livestock buildings on the holding, however given that he would only be left with 14 acres of grazing (if the DCO is granted and the compulsory acquisition powers are exercised), Mr Carpenter made the early decision that it would not be economically viable to invest in modern livestock housing as he would not have the land to accompany the new buildings. It would have put further financial strain on the farming business. At the time he made that decision, he	The Applicant's assessment of Little Denmead Farm not being a livestock farm was based on the absence of livestock on the farm in recent years, although has acknowledged that there are a small number of horses. Water is used for drinking supply for the horses. Business owners whose property has the potential to be affected by compulsory acquisition are generally advised to continue operating their business, including any plans for expansion, as normal, given there are adequate compensation provisions in place to cover any losses that could be incurred as a result of the effects of the compulsory acquisition on the business. The Applicant is surprised that the landowner has not applied this principle or been advised to apply this principle to protect his position. The Applicant also notes the landowner had substantial plans for expansion of	We are surprised that the Applicant has stated that there are adequate compensation provisions for loss of business. This is subjective and it has not been supported by any evidence. By section 106(1)(c) of the Planning Act 2008, matters relating to compensation may be disregarded. With regard to the Applicant's statement that it "*is surprised that the landowner has not applied this principle or been advised to apply this principle to protect his position*..." is both condescending to our Clients and presumptuous. Our Clients did not have any legal representation when they took the decision to remove their livestock. They did so as lay people who did not understand how DCOs and CPOs work and as people who thought they were about to lose their land soon; it was done out of fear and haste, which they cannot and should not be criticised or penalised for (as the Applicant is now doing). This cannot be used as a reason to conclude that Little Denmead Farm is not a livestock farm and to demonstrate that it is, our Clients will shortly be re-introducing livestock onto its farm.

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	was unsure as to whether a private agreement could be reached, and he felt under pressure to act quickly. The decision was also taken not to purchase replacement beef heifers in 2017, as Mr Carpenter knew it would take up to 5 years for those heifers to produce calves and for the calves to be reared for slaughter. With the threat of the use of compulsory acquisition looming, he had no certainty that he would continue to retain freehold ownership of the land to rear and finish those cattle over the next 5 years. Mr Peter Carpenter has continued to farm on Little Denmead Farm, growing and producing hay from the holding. Little Denmead Farm is a pasture farm and has the buildings and facilities to be used for keeping and grazing cattle, sheep or horses. The farm is fenced, with water being supplied to irrigate the fields. Our Clients therefore strongly disagree with the Applicant's statement that Little Denmead Farm is not a livestock farm.	the farming business as set out in the Planning Statement and Agricultural Appraisal submitted in support of a planning application for 'Extension to existing temporary siting of mobile home for agricultural worker' (12_02536_FUL) in November 2012, though it does not appear those plans came to fruition either.	In terms of our Clients' plans for expansion, our Clients are simply waiting to see what the outcome of the current DCO application will be, before committing any further time and money to pursing its expansion plans. It is only sensible and logical to do so given the threat of CPO and the Applicant's aggressive approach in relation to reaching a voluntary arrangement with them.
16.	**Access** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** The Applicant states that in relation to rights for our Clients to cross the access road, such rights "can be provided". This is not reflected in the DCO application documents. We would therefore	The Applicant can confirm the rights for the landowner to cross the access road will be provided, save for any temporary restrictions required for health and safety purposes during the construction period, though it is anticipated the Applicant and landowner will be able to privately agree a suitable working arrangement to manage such occurrences. This point is addressed in	The Applicant did at Deadline 3 provide revised draft Heads of Terms, which we are currently considering on behalf of our Clients. We reserve the right to make further comments on the Applicant's quality and frequency of engagement should this deteriorate once again. We note that the potential provision of access rights to enable their entitlement to return to their

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	question whether this is actually the Applicant's intention. We would also question why, for example, specific reference is not made in the draft DCO **[APP-019]** to make it clear that the owners of Little Denmead Farm will have rights to cross the new access road to the Converter Station. Also, there is a big difference between stating rights to cross "can" be provided, and that they "will" be provided. There has been no private agreement with our Clients or any meaningful negotiation as to how to secure such crossing rights privately. The Applicant has not sent our Clients a first draft of any legal agreement to secure any such rights. On the contrary, the rights and powers the Applicant is seeking across Little Denmead Farm through the DCO application will prevent our Clients from crossing the access road, which is contrary to any statements the Applicant may have made to our Clients privately.	the revised Heads of Terms issued at Deadline 3.	current freehold land (whilst being logically circular) does not resolve all our Clients' access issues. In paragraph 6.7.1 of our Clients' Written Representations (REP1-232), it was explained that the effect of Article 30(3)(a) of the draft DCO (document number 3.1) **[APP-019]** is that the Promoter could take possession of plot 1-71 (the track) for a maximum of 4 years given that the construction and commissioning works for the Converter Station is estimated to take place between 2021 and 2024. This would result in the severe restriction of access for the Clients to their land and for their business (in whatever form that would remain) and these would suffer because heavy vehicles would not be able to access the land they will retain. This resulting situation would be a disproportionate interference with our Clients' interests and rights as no exceptions are available for our Clients to make use of, in order to mitigate the severe impacts. We request that amendments are made to the proposals to allow for heavy vehicles and animals to continue to use this track in our Clients' case, and for practical arrangements to be left to be agreed between the Promoter and our Clients. The Applicant responded at Deadline 2 at para Te1 of document REP2-014 that it would grant our Clients' access over plot 1-71 to resolve these

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
			issues. Regrettably, the revised draft Heads of Terms that have now been sent to our Clients do NOT provide these access rights. The Applicant continues to pay lip service to the approach to the taking of our Clients' land against their will and has failed to do what it has represented to the ExA it would do. This is both surprising and disappointing but appears reflective of the private limited company promoting the Application Development and which appears unaccustomed to exercising discretions in the public interest as opposed to in its exclusively private interest. We therefore maintain our Clients' representations in this respect.
17.	**CA1.3.14:** **BLAKE MORGANS' COMMENT AT DEADLINE 2 (REP2-027) ON THE APPLICANT'S RESPONSE:** The ExA asked the Applicant: "*The Relevant Representations from Mr and Mrs Carpenter [RR-054] and Little Denmead Farm [RR-055] raise significant objections with regards to Compulsory Acquisition of farmland and the rights for landscaping around the Converter Station.*	The Applicant refers to the answer provided at 4.5.1 above and will continue to engage with the landowner and its advisors to agree the rights required by voluntary agreement, subject to consideration payable for the rights being reasonable.	The Applicant's response does not provide what the ExA has asked for, which is a detailed justification as to the assessment and approach to compulsory acquisition in relation to Little Denmead Farm. The answer the Applicant refers the ExA to relates alone to the Applicant's subjective perspective of how it views its engagement in discussions with our Clients. This approach, however, remains not relevant for the purposes of the ExA's question (please see row 14 of this Table relating to

	Argument contained in Carpenter's comments on Applicant's response to Relevant Representations under Deadline 1 (REP2-027) (Paragraph Number)	AQUIND response (provided at Deadline 3 in section 3 of Table 2.5 of REP3-014)	BLAKE MORGAN COMMENT AT DEADLINE 4
	Notwithstanding the response to Relevant Representations required at Deadline 1, please provide detailed justification as to the approach to Compulsory Acquisition with respect these landholdings and respond to the Compulsory Acquisition concerns raised by the landowners, including the concerns of limited consultation and engagement with them despite their land appearing critical to the success of the Proposed Development." The Applicant's response to this effectively repeats its responses to question CA1.3.12 **[REP1-091]**. Without wishing to repeat our comments, we refer to our comments at paragraph 4.5 of this letter		engagement).

Blake Morgan LLP

17 November 2020

Submitted in relation to Deadline 4

SCHEDULE 2 TO COVERING LETTER

Date: 17 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

Summary of the Status of the Carpenters' Written Representations in Light of the Applicant's Responses Submitted to Date During the Examination
Submitted in relation to Deadline 4 of the Examination Timetable

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 4 (17 NOVEMBER 2020)

SUMMARY OF THE STATUS OF THE CARPENTERS' WRITTEN REPRESENTATIONS IN LIGHT OF THE APPLICANT'S RESPONSES SUBMITTED TO DATE DURING THE EXAMINATION

To assist the Examining Authority ("ExA") with where our Clients are so far in relation to the Applicant's responses to their Written Representation (REP1-232), we set out below in summary our Clients' contentions and whether the Applicant has addressed these concerns, or not, or incompletely in order to assist the ExA in identifying the remaining outstanding issues.

	Summary of argument	**Status**
	Landscaping	
1.	The Landscaping images are illegible. Requested that the Applicant provides larger scale images of the illustrative landscape mitigation plates shown in paragraph 7.4 of the Design and Access Statement (document number 5.5) **[APP-114]** or confirm whether these plates are available on a legible larger scale in another Application document. (REP1-232 Para 4.7)	**NOT RESOLVED** The Applicant has failed to address this request for evidence in its Deadline 2 response (REP2-014) We repeated our request in our Deadline 3 submission (REP3-043) that the Applicant address this point. We maintain our request.

	Compulsory Acquisition	
2.	Lawful Justification for use of the Proposed Compulsory Acquisition Powers As the ExA will know but so as to remind the Applicant, the taking of land of a party against its will is the most draconian interference of land rights and the law safeguards against unlawful takings. We have requested the Applicant to provide lawful justification for the envisaged extent and scope of compulsory acquisition powers sought for the Application Development in relation to our Clients' freehold land. For example, the extent of the freehold interest envisaged to be compulsorily acquired in plot 1-32 is currently not justified and so must be limited to the footprint of the Converter Station. (REP1-232 Para 6.5.1)	**NOT RESOLVED** The Applicant has not provided justification for the extent of land envisaged to be taken against the will of our Clients, nor for the scope and nature of the envisaged rights, beyond mere preference for a different landscape appearance extending over a wide area, a desire for unnecessary fibre optic cables and related unmanned Telecommunications Buildings and spur road, and a single use construction access leading to an unmanned Convertor Building. It remains difficult to see how the ExA can lawfully recommend confirmation of section 122 PA 2008 powers, or evaluate the unnecessary fibres for commercial telecommunications (and related infrastructure) as associated development (underpinning section 122 considerations). In REP2-014, the Applicant sidestepped engaging with justifying its envisaged taking of our Clients' land and explained the powers it was seeking in relation to plot 1-32 which we are already aware of. This was a surprising generalised response and without particularisation. The Applicant's response in REP3-014 was an explanation that the justification was contained in the Statement of Reasons (REP1-025) and further that that document is not a standalone document and needed to be considered along with other documents, with the Applicant specifically referring to the Needs and Benefits Report (APP-115) and the Needs and Benefits Addendum - Rev 001 (REP1-135) [sic]. Whilst our Clients' recognise the novel iterative to the envisaged taking of our Clients' land against their will in contrast to the orthodox position whereby (for example) a public authority may be expected to have its case for compulsory acquisition lawfully justified before it starts the authorisation of acquisition process, it remains not justified in extent of area, and scope and nature of rights. The position remains that the extent and scope of acquisition powers cannot be authorised under section 122 of the Planning Act 2008 in relation to our Clients' land.

		We request that the ExA be particularly astute to the seeking by a private limited company of draconian powers by which to take land in the absence of lawful and rational justification. The law does not require our Clients to defend their land from compulsory acquisition in order to avoid authorisation of powers. At about the mid-point of the Examination Hearing process, the extent of land take remains in flux (see the Applicant's Proposed Changes to the Application Area (3rd November 2020) **[REP3-016]**. In relation to Proposed Change I, the Applicant's envisaged land take is too small and requires to be increased. In relation to our Clients' freehold land, the Applicant's envisaged land take remains incomplete in relation to its justification. There remains as at the 17th November 2020 no evidence to justify the extent and scope of the envisaged acquisition. The Applicant has not established why it is necessary (and thereafter, proportionate) to acquire the extent of the freehold interest in the entirety of plot 1-32, being a very much greater extent than the proposed footprint of the Converter Station. In this respect, that Converter Station is envisaged to be an unmanned building and so, once built, any regular access would be very limited to mere maintenance. The Applicant has asserted there being "security and safety reasons" for requiring the freehold to the entirety of plot 1-32 but we do not understand that the Converter Station building would be openly accessible but for the wider land take and would be fitted with lockable doors. Other than this, evidence remains unprovided to justify the wide extent and nature of powers sought by the Applicant and no explanation why it cannot modify its powers so that it only acquires the freehold interest covering the footprint of the Converter Station. The initial Needs and Benefits Report (APP-115) (very recently amplified by the Needs and Benefits Addendum – Rev 001 (REP1-136)) do not justify the extent of the land take envisaged nor the scope of powers. The reliance placed by the Applicant on the scope of the Secretary of State's Direction **[APP-111]** and **[AS-039]** is misplaced. We note that our concerns align with those of the ExA which has also asked the Applicant to provide lawful justification for the use of compulsory acquisition powers over our Clients' land in its (very) First Written Questions (CA1.3.14)

		[PD-011]. Surprisingly, but in line with its underlying lack of justification for the taking of the extent and scope of our Clients' land, the Applicant's response in Table 2.5 of REP3-014 refers to its efforts to reach a private agreement. We therefore maintain our representation in this respect and envisage proposing changes to the draft DCO [REP3-003] as to the extent and scope of land envisaged to be taken and the scope of the Application Development to align with the development lawfully requiring development consent.
3.	Justification for Compulsory Acquisition of Freehold Interest of Land to be Landscaped Requesting justification for acquiring the freehold interest of the remaining land in plot 1-32 that will be landscaped. (REP1-232 Para 6.5.2)	**NOT RESOLVED** The Applicant has not provided a response to this. The Applicant's position appears to be that a large landscape belt is envisaged around the Convertor Station so as to mitigate the impact of that large building on the National Park's setting i.e. without that landscape belt, the effect would be material and the impact weight against the project. This raises consideration of whether alternative locations not requiring landscaping have been lawfully addressed, and the question of whether landscape mitigation measures for a project (as opposed to the project elements itself) can lawfully justify here the taking our Clients' land against their will. The Applicant's generalised response in Table 2.5 of REP3-014 refers our Clients simply to numerous 'strategy' documents of various local authorities which has formed the basis for the detail of the proposed landscaping, but the Applicant fails to justify a logically prior matter: why do they need to compulsorily acquire our Clients' freehold interest for landscaping when the land is undeveloped? They have explained why they are proposing to landscape the land in this way, but have not provided a justification for these particular compulsory acquisition powers in respect of the Application project elements. The genesis of this particular mitigation measure therefore remains opaque. For example, no justification has been given by the Applicant for why it needs to compulsorily acquire the extent of the area of land located to the west of Stoneacre Copse and east of the access road or the area of land situated to the west of the access road, north of the Telecommunications Building when such areas of land will only be used as grassland. The Applicant seeks to establish that the acquisition of land and rights around the Converter Station footprint is necessary and proportionate for the

		development so that the Applicant can address concerns over the need to improve connections to nationally important habitats as referred to, by a single sentence, in the Applicant's Reponses to Written Representations (4.23) (REP2-014). If the purpose of these powers is to improve connections to nationally important habitats, why is this proportionate and necessary in the context of the purpose of the infrastructure? As the Applicant points to the Needs and Benefits report **[APP-115]** to indicate the proportionality of its desired acquisition, this needs and benefits report does not extend to the need to create habitat cohesion. In addition, if the Applicant was simply seeking to create better habitat cohesion with the Ancient Woodland, why can this not be done by means other than acquisition? We maintain our representation in this respect.
4.	Alternative Compulsory Acquisition of Landscaping Rights The Applicant should seek to compulsorily acquire new landscaping rights over the part of plot 1-32 to be landscaped (rather than permanent acquisition of the freehold interest). (REP1-232 Paras 6.5.3 & 6.5.4)	**NOT RESOLVED** In line with its generalised approach, the Applicant has not provided a particularised response to this. The responses we could locate were CA1, CA2 and CA3 of REP2-014, but they do not directly relate to this representation. Therefore, the Applicant continues to be unable to particularise its case in relation to our Clients' land. We have reviewed the updated Outline Landscape and Biodiversity Strategy in REP1-034 but it does not provide the information to justify the extent or scope of the envisaged enforced land take and is (another) 'strategy' document. A less intrusive means to ensure landscaping would be for the Applicant to seek (or the ExA to restrict the scope of rights to) a right to enter and establish and periodically maintain landscaping for a period over our Clients' land in conjunction with its subsisting freehold use for pasture and animal use. We proposed that, if the Applicant can lawfully justify the extent of land necessary, then the Applicant be restricted to relying on landscaping rights (rather than compulsory acquisition of the freehold to the entire area of plot 1-32).

		We note that it is logically inconsistent to substitute a third party farmer or agricultural contractor in place of our Clients who remain the farmers of their freehold land. In this respect we note that: (a) the frequency of landscaping management activities is envisaged to be up to twice a year; (b) the proposed landscaping be natural landscaping (not ornamental); (c) agricultural contracting businesses is a broad category that can cover a whole manner of activities and not necessarily specialise in landscaping; (d) the Applicant envisages taking our Clients' freehold interest in their land in order to grant a landscaping contract to another farmer whereas that very proposal by the Applicant justifies it not taking the freehold of our Clients' land because a mere change in the identity of a person could not justify a draconian taking of land; and (e) whereas the Applicant continues to refuse to engage with our Clients, it has not been suggested that landscaping access terms could not be agreed. There remains no need for the Applicant to own the freehold interest to parts of plot 1-32 that are to be planted up for landscaping. The envisaged taking of freehold land for the mere planting in the land surface of plants remains not justified and could be ensured by lesser rights over land. We maintain our representation in this respect.
5.	Alternative Landscaping Rights Protected by Article 23 of the Draft DCO **[APP-019]** There is therefore no need for the permanent compulsory acquisition of the freehold interest in the entirety of plot 1-32. Alternative landscaping rights over the relevant parts of plot 1-32 would be protected by Article 23 which includes powers to impose restrictive covenants, prevent operations which	**NOT RESOLVED** The Applicant has not provided a response to this. The closest generalised responses we could find were CA1, CA2 and CA3 of REP2-014, but they do not directly relate to this representation. We maintain our representation in this respect.

	may obstruct, interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land. (REP1-232 Para 6.5.5)	
6.	Alternative Compulsory Acquisition of New Access Rights The Applicant could compulsorily acquire new rights of access to the part of the new access road in plot 1-32 instead of compulsorily acquiring the freehold interest. (REP1-232 Para 6.5.6)	**NOT RESOLVED** No response provided. We therefore maintain our representation.
7.	Compulsory Acquisition – Telecommunications Building The Applicant has failed to demonstrate that the extent of the compulsory acquisition is proportionate, taking only what is required, in relation to the Telecommunications Building (plot 1-32) with no explanation as to why this building cannot be situated further east or located within the Converter Station compound. (REP1-232 Para 6.5.7)	**NOT RESOLVED** The Applicant has explained in Table 2.5 of REP3-014 that it needs to situate the Telecommunications Building to minimise visual impacts and to minimise impacts on Stoneacre Copse. (Leaving aside the absence of lawful justification for this Telecommunications Building and its cabling), the Applicant fails to justify the basis for the great distance between it and the Converter Station building and the basis for the Telecommunications Building situation farther west from the envisaged (temporary) access road to avoid the fragmentation of an additional paddock. The Applicant has failed to evidence the physical need for any gap between the Converter Station and the Telecommunications Building, a point we raised some time ago in paragraph 6.5.7 of our Clients' written representations (REP1-232) and not yet acknowledged by the Applicant. The Telecommunications Buildings are also unnecessary because they are parasitic on the unnecessary fibre optic cables, being "required solely in connection with the commercial use" of the fibre. See paragraph 5.4 of the "Statement in Relation to FOC", Document Ref: 7.7.1 **[REP1-127]**. The spur road serving the Telecommunications Buildings is also unnecessary, being parasitic on the situation of the Telecommunications Buildings, it is difficult to see how there is any justification for a spur road to it. Similarly, once erected, the Convertor Station (and Telecommunications Buildings) will be

		unmanned. Since such buildings would not be manned, it is difficult to see how a permanent spur or access road could be justified instead of a less intrusive temporary road for construction purposes. We therefore maintain our representation.
8.	Compulsory Acquisition – Powers of Temporary Possession Questioned the need to compulsorily acquire our Clients' freehold interest in the entirety of plot 1-32 if the Applicant would have powers of temporary possession should it only compulsorily acquire new landscaping rights and new access rights over the majority of plot 1-32. (REP1-232 Para 6.5.8)	**NOT RESOLVED** No response provided. We therefore maintain our representation.
9.	Compulsory Acquisition – Business Impact Reducing Little Denmead Farm to 22 acres renders it an unviable business as a livestock farm with a significant detrimental impact on the remaining parts of the farm (with existing fields split up, leaving small, irregular shaped paddocks, making it difficult for livestock to graze and insufficient space for livestock to graze, rendering access difficult) with no other suitable farming land of this size available in the vicinity. Paragraph 17.9.1.3 of Chapter 17 of the Environmental Statement (document number 6.1.17) **[APP-132]** refers to farms being affected but it is impossible to know which farms are being referenced. Applicant requested to explain what its assessment of Little Denmead Farm is in this context. The Applicant has failed to adequately assess the significant harm the proposals would have on the ability of our Clients' business to continue, considering only the type of agricultural land that would be	**NOT RESOLVED** In Table 2.5 of REP3-014 the Applicant responded by asserting that its relevant baseline is its description of the farm holding affected as it set out in paragraph 17.5.1.8 of Chapter 17 of the ES (Soils and Agricultural Land Use) (APP-132) and the impacts during construction at paragraph 17.6.2.10. This states that approximately 12.8 ha (60% of the land holding) will be required temporarily and permanently from Little Denmead Farm, which would be a high magnitude of impact on a low sensitivity holding and give rise to moderate adverse temporary and permanent effects, which are considered significant for the farm. The Applicant further states that the impact on the land holding has *therefore* been formally assessed within the ES. The Applicant's reference to Chapter 17 the ES (Soils and Agricultural Land Use) (APP-132) does not deal with the particular question of **business impact** arising from the Application Development and the proposed compulsory acquisition of our Clients' freehold land. Paragraph 17.5.1.8 of Chapter 17 of the ES (Soils and Agricultural Land Use) (APP-132) state that the proposals "*give rise to **moderate** adverse temporary and permanent effects. These are considered to be significant effects on the farm.*" As such, we maintain our representations in this regard. The Applicant has continued to fail to adequately assess the significant harm that the DCO would have on Little Denmead

	lost and failing to consider the effect on the agricultural business that operates on that land. (REP1-232 Para 6.5.9)	Farm's ability to function as a whole as a single farm business. The Applicant has failed to assess the loss of business and livelihood (in relation to our Clients and also in general) in the context of the examination into whether the compulsory acquisition powers being sought satisfy the relevant legal and guidance requirements (as opposed to compensation). The Applicant asserts that Little Denmead Farm is not a livestock business. This assertion is incorrect. Our Clients' farm remains capable of livestock farming at all times, save only that livestock be situated on their land. As they have explained in REP2-027, the sole reason why there is currently no livestock on their farm is because they previously sold their livestock in the foreshadow of the Application out of fear and misunderstanding when they were first notified of the DCO application and the threat of compulsory acquisition first arose. Surprisingly, the Applicant has criticised our Clients for doing this in Table 2.5 of REP3-014, which is also disappointing as our Clients did not have the benefit of any legal representation at that time and were merely behaving as any other lay person would reasonably do in those circumstances of such a threat to their ongoing business. The Applicant's assertion that our Clients' farm is not a livestock farm business relies on a bootstraps argument and is otherwise without real foundation. As such, we maintain our representations in this regard.
10.	Compulsory Acquisition – Alternative Power of Temporary Possession Articles 30 and 32 of the draft DCO **[APP-019]** introduce uncertainty, and to a large degree, over what land within the Order Limits that our Clients will retain its freehold ownership of (plots 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72). Not knowing whether in practice the Applicant could take temporary possession of these plots too will make it impossible for our Clients to plan ahead or to assess how soon they could be to losing their business. The effect of Articles 30 and 32 is not accurately reflected in the Land Plans (document number 2.2) **[APP-008]** or the Book of Reference (document number 4.3) **[APP-024]**.	**NOT RESOLVED** No response provided. We therefore maintain our representation.

	Request that the relevant Land Plans and that the Book of Reference be amended to make it clearer that many more plots of land are under the threat of temporary possession. (REP1-232 Para 6.5.10)	
11.	Restoration of Land Used Temporarily for Construction Requirement 22 of Schedule 2 to the draft DCO **[APP-019]** does not state how the "former condition" is to be assessed and by whom, nor is there any requirement on the Applicant to agree with the relevant owner of land what the "former condition" is. Request amendment to Requirement 22 to oblige the Applicant to obtain an independent and suitable assessment to establish the baseline condition of the relevant land before temporary possession and use commences. (REP1-232 Para 6.7.2)	**NOT RESOLVED** The OOCEMP referred to in the Applicant's response (REP1-087) contains limited reference to restoration provisions. The Applicant's Response contains gaps and is inadequate in failing to provide detail and fails to address important landscape and ecological elements that would be reasonably expected to be included in the justification for taking our Clients' land against their will and reduce the long term impacts on our Clients. We therefore maintain our representation.
12.	Exploration of all reasonable alternatives to compulsory acquisition. There has been very little negotiation with our Clients or effort by the Applicant to reach a voluntary arrangement and avoid seeking compulsory acquisition powers. Request that the Applicant be required by the Secretary of State to put more effort and time into seeking a voluntary arrangement with our Clients. (REP1-232 Para 6.8)	The Applicant has provided its own perspective of its engagement with our Clients in Table 2.5 of REP3-014. Our Clients disagree with the Applicant's account of fact. The Applicant has, for the very first time, however, soon after Deadline 3 suddenly sent us revised draft Heads of Terms which we are currently considering on behalf of our Clients. We, however, reserve the right to make further comments on the Applicant's quality and frequency of engagement should this deteriorate once again.
13.	Compulsory Acquisition – Impact on Human Rights Articles 1 and 8 of the European Convention on Human rights have been infringed due to:	**NOT RESOLVED** No response provided. We therefore maintain our representation.

	(a) the Applicant not seeking to minimise the amount of land it needs to compulsorily acquire; (b) Less intrusive measures being available – the Applicant does not have to compulsorily acquire all of our Clients' freehold interest and less intrusive compulsory acquisition powers can be sought; and (c) there is no compelling case in the public interest for the extent of the powers being sought with the harm outweighing the potential societal gain. The Applicant has therefore not met the requirements of law and Guidance (REP1-232 Para 6.9)	These Articles remain, surprisingly but not unexpectedly, unsatisfied as at Deadline 4.
	Access & Rights of Way	
14.	Access to Track Requested amendments to the proposals to allow our Clients to continue to use the track in plot 1-71 for heavy vehicles and animals where Article 30(3)(a) of the draft DCO **[APP-019]** currently allows the Applicant to take possession of the track for up to 4 years during construction and commissioning works. Heavy vehicles would not be able to access the land our Clients would retain. This is a disproportionate interference with our Clients' interests and rights as no exceptions are available for our Clients. Amendments to the proposals were requested to allow for our Clients' heavy vehicles and animals to continue to use this track.	**NOT RESOLVED** The Convertor Station is envisaged to be an unmanned building once completed and so access to its perimeter would necessarily be limited to periodic maintenance and inspection. No decommissioning is envisaged by the Application nor has it been justified. It can, therefore, be anticipated that the Converter Station would remain in perpetuity. There appears to our Clients' no rational basis for the maintenance of a permanent access way over their land between the highway and the Station footprint after its erection. Rather, there is no reason why no more than access rights for maintenance (but not for decommissioning) may be required. This would reduce the extent of land take and the scope of rights sought to be taken also whilst simultaneously enabling our Clients' to maintain their farming

	(REP1-232 Para 6.7.1)	business, raise livestock and live in their Farm (instead of it being decimated and destroyed as a going concern). The Applicant responded at Deadline 2 at para Te1 of document REP2-014 that it would grant our Clients access over plot 1-71 to resolve these issues but this puts the cart before the horse and avoids the logically prior justification for the prior taking of our Clients' freehold land in the first place. Further, the revised draft Heads of Terms that have now been sent to our Clients **do NOT** provide these access rights. The Applicant has therefore failed to do what it has told the ExA it would do. We therefore maintain our Clients' representations in this respect.
15.	Temporary Stopping UP of Footpath 4 and Footpath 16 Footpath 4 and Footpath 16 could be temporarily stopped up for up to 4 years, making it near impossible for our Clients to operate a reduced-scale farming and agricultural business with potential loss in income and livelihood. Paragraph 22.6.5.12 of chapter 22 of the Environmental Statement (document number 6.1.22) **[APP-137]** states that there is an alternate route via PRoW 19 and 28. In our Clients' case, given their age and health conditions, PRoW 19 and 28 will not be alternate routes due to their distance. (REP1-232 Para 7.8)	**NOT RESOLVED** The Applicant has artificially restricted its discussions to state that it will discuss with our Clients to attempt to agree suitable measures to accommodate access. The Applicant appears to consider that the authorisation by the Secretary of State (following a recommendation from the ExA) to obtain compulsory purchase powers over the whole of our Clients' land for the Application Development is a given. We request that the ExA scrutinise with care the Applicant's case for its Application Development and the extent of land take and range of rights sought through the appropriate lens of compulsory acquisition. Given the Applicant's (at best) 'lip service' approach to privately agree terms thus far at Deadline 4, we therefore maintain our representation that amendments be made to the draft DCO **[REP3-003]** to align its terms to the lawful extent of the Application Development and to such of the compulsory purchase powers as may (or may not) be justified and, if so, that express rights of access are granted to our Clients.
16.	Access for Horse and Larger Vehicles	**NOT RESOLVED**

	Article 13(3) of the draft DCO **[APP-019]** does not extend to granting our Clients access for their horses or larger vehicles which must use Footpaths 16 and 4. (REP1-232 Para 7.9)	The Applicant has stated that it will only discuss with our Clients to attempt to agree suitable measures to accommodate access. Given the Applicant's minimal attempts at engaging in reaching a private agreement thus far we therefore maintain our representation that amendments be made to the draft DCO **[REP3-003]** so that express rights of access are granted to our Clients.
	Noise & Vibration	
17.	Analysis of Effects of Noise on Little Denmead Farm Chapter 24 of the Environmental Statement **[APP-139]** lacks a simple analysis of what the data presented for Little Denmead Farm as sensitive receptor R5 mean and lacks an explanation as to how the Applicant concluded that overall noise effects from the proposed works and the operation of the Converter Station would be "negligible". (REP1-232 Para 8.1)	**NOT RESOLVED** Whilst the Applicant refers to some mitigation measures in REP2-014 and in REP3-014, it does not justify how they will mitigate the noise and vibration impacts in relation to Little Denmead Farm itself. For example, the second paragraph of Table 5.17 of REP1-160 seems to be a restatement of the Applicant's assertion that operational noise effects are expected to be negligible, and it does not address our request for a specific explanation as to how our Clients' concerns relating to Little Denmead Farm have been addressed and assessed. Similar arguments have already been responded to by us at rows 16, and 29 of our REP3-043. The Applicant has also referred us to the non-technical summary of Chapter 24 of the Environmental Statement **[REP1-079]**. Chapter 24 of the Non-Technical Summary (REP1-079) does not provide the information and clarity we requested in relation to Measurement Point 1 and R5. It does not contain any further explanation of the conclusion that there will be a negligible effect in relation to these two specific receptors. For example, paragraph 24.3.1.2 of REP1-079 states that *"Additional construction stage mitigation, such as consideration of programme changes to reduce **residents'** noise exposure, is also specified **for some areas of construction** where work is being undertaken during sensitive periods and/or very close to sensitive receptors.."* but it does not state which residents and which sensitive receptors will benefit from this. Paragraph 24.3.1.3 of REP1-079 also states *"Additional mitigation has been recommended to reduce Converter Station noise levels **at one receptor**."* Do these relate to Little Denmead Farm?

		We therefore maintain our representation.
18.	Noise from Vehicular Movements Paragraph 3.7.1.3 of Chapter 3 of the Environmental Statement (document number 6.1.3) **[APP-118]** states that Converter Station Area construction works will take place in 10-hour shifts over six days a week, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel. This will cause significant noise impacts for our Clients, given their proximity and health issues. (REP1-232 Para 8.2)	**NOT RESOLVED** Chapter 24 of the ES **[APP-139]** lacks an analysis in layman's terms of what all the different sets of data presented for receptor R5 (Little Denmead Farm) mean and an explanation as to how the Applicant concluded that overall noise effects from the proposed works and the operation of the Converter Station would be "negligible". We asked the Applicant to explain how it reached the conclusion that there would be no significant effects on Little Denmead Farm where there will be 10-hour construction work shifts over six days a week, between 8am and 6pm, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel, all taking place within 300m of Little Denmead Farm. The Applicant has failed to provide an explanation. For example, the Applicant in Table 2.5 of REP3-014 refers us to Table 5.15 of REP1-160 which refers to conclusions relating to the prospect of building damage as a result of noise and vibration, whereas our Clients' concerns stretch to wider impacts on their amenity and livestock land use. The Applicant's provision of additional references in Table 2.5 of REP3-014 (to information relating to noise and vibration predictions) does not answer the points we have made in relation to our Client's health. The Applicant stated in Table 2.5 of REP3-014 that the data collected during the Applicant's baseline noise survey were used to inform the noise criteria used in the operational assessment of converter station noise and that for the operational assessment, the term 'negligible' is used to describe an effect where the noise level from the Converter Station is equal to or below the noise assessment criterion (i.e. does not exceed the existing background noise level at a given receptor). To summarise, Tables 24.21 to 24.24 of Chapter 24 of the ES (APP-139), in relation to our Clients. 1. Construction of main site access road – 55dB – Negligible 2. Establishment of car parking and site welfare area – 53dB negligible

		3. Construction of substructure of telecommunications buildings – 53dB – negligible 4. Construction of superstructure of telecommunications building – 52dB – negligible 5. Landscaping car parking and site welfare area – 52dB – negligible We question why the impact of the building of the substructure and the superstructure of the converter station for receptor R5 (Little Denmead Farm) has been excluded from Tables 24.22 and 24.23 **[APP-139]**. We therefore maintain our representation.
19.	Noise Reduction Methods Questioned whether a 300m distance was an appropriate maximum distance to measure sensitive Receptors from (given our Clients' residential properties lie within 300m of the construction activities). Requested the Applicant to explain the basis of selecting this distance. Asserted that an estimated 3-year construction and commissioning period for the Converter Station is not a "temporary" period of time and exposure to noise impacts for such a long period of time, would cause significant harm which has not been adequately assessed. Applicant requested to explain what specific noise reduction methods it would apply in relation to our Clients given their circumstances and location. (REP1-232 Para 8.3)	**NOT RESOLVED** The Applicant's response in Table 2.5 of REP3-014 that the justification for undertaking noise predictions for all receptors within 300m of a given construction activity follows the guidance in BS 5228, and clarified that where a receptor is located closer than 300m from a given construction activity, the actual distance between the construction activity and the receptor has been used to predict the noise level at that receptor. The Applicant further stated that environmental effects are classified as either permanent or temporary, and permanent are those changes which are irreversible or will last for the foreseeable period and that construction noise and vibration activities are considered to be temporary effects which is an accepted EIA approach and that due to the negligible construction noise and vibration effects identified at Little Denmead Farm, no additional noise mitigation measures to those contained in the Onshore Outline CEMP (REP1-087) are considered necessary. We note that paragraph 24.4.2.6 of the Environmental Statement (APP-139) explains that BS 5228-1 states that construction noise predictions at distances over 300m should be treated with caution due to the increasing importance of meteorological effects and uncertainty regarding noise attenuation over soft ground. Furthermore, given the large distances involved, no significant construction effects would occur at distances beyond 300m. However, this does not answer our initial argument of why a lesser distance was not chosen that might have been more representative of the receptor sites, rather than

		selecting a distance of 300m which is just on the borderline of the warning relating to using this standard. With regard to the Applicant's response as to what is "temporary", paragraph 4.2.4.1 of the Environmental Statement (APP-119) states that the duration of effects lasting between 1 and 5 years are classed as "medium term". The 3 year construction period will therefore be a medium term effect. That in itself sounds more serious than a "temporary" effect. The Applicant also, yet again, makes a blanket reference to a large section of the Environmental Statement (para 24.6.2 of APP-139) that we are already aware of and that our Clients' written representation **[REP1-232]** is based on in this regard. No attempt has been made by the Applicant in its response to demonstrate it has adequately assessed the specific impacts on our Clients. Simply telling us which large section we need to read (already knowing we have read it) is not enough. The Applicant remains unable to explain **why and how** it has concluded that the effects of noise and vibration will be negligible specifically in relation to Little Denmead Farm and our Clients' specific health conditions, based on the technical analysis contained in Chapter 24 of the ES **[APP-139]**. The Applicant continues to merely state they will be negligible. We therefore maintain our representations in this regard.
20.	Responding to Noise Complaints There is no obligation in the 'Community Liaison' section of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** to take positive steps to deal with source of noise complaints, only a 'review'. (REP1-232 Para 8.4)	**NOT RESOLVED** The Applicant responded in Table 2.5 of REP3-014 that section 5.12 of the Onshore Outline CEMP (REP1-087) will require all on-site contractors to follow Best Practicable Means, as defined in the Control of Pollution Action 1974 and that in the event of a noise complaint, the contractor will review and ensure that working practices are mitigating noise and vibration as far as reasonably practicable and that the detailed CEMP will contain detailed information on a procedure in the event of complaints, to be agreed in consultation with local planning authorities' environmental health departments. The Applicant's response does not address the gap we have identified. There has been no change in that section to create an obligation to take positive steps to deal with the source of a complaint, and any detailed CEMP will need to be in line with the provisions of the outline CEMP **[REP1-087]**. The possibility of

		a complaints procedure is toothless and so not relevant to the concerns we are raising because it still does not oblige positive steps to be taken to resolve issues that arise. We therefore maintain our representations in this regard.
21.	Noise from Vehicular Movements Requested that the Applicant confirms whether the analysis in the noise chapter of the Environmental Statement (chapter 24) **[APP-139]** takes into account the HGV movements and employee car movements and explain what specific noise mitigation measures will be put into place for residents who live directly next to plot 1-32. (REP1-232 Para 8.5)	**NOT RESOLVED** The Applicant responded in Table 2.5 of REP3-014 that the construction stage road traffic noise assessment has accounted for the construction traffic (both HGV and employee car movements) created by the Converter Station and Onshore Cable Corridor construction activities on the wider road network (Paragraph 24.4.4.4 of Chapter 24 of the ES (APP-139)), but the use of the Converter Station access road had not been included in the noise and vibration assessment. This is surprising, not least because our Clients' land remains a livestock farm and livestock kept on the land would be alarmed by the crashing and banging of construction of the Convertor Station and other structures and emplacements. The Applicant stated that the access road will not result in any significant noise or vibration effects, due to the access road being over 50m away from the farm and that no additional noise mitigation measures to those contained in the Onshore Outline CEMP (REP1-087) specific to Little Denmead Farm are necessary. Little Denmead Farm is within 300m of the Converter Station and is a classed as a sensitive noise and vibration receptor in itself. The Applicant candidly admits that the access road has not been considered in the noise and vibration assessment. This is a significant admission. In light of this, the Applicant has no technical evidential basis to conclude that the vehicle movements will not result in any significant noise or vibration effects. The Applicant has no evidence to support this assertion.

		We therefore maintain our representations in this regard.
	Dust	
22.	Dust Risk Level Applicant to explain the conflict in risk level between Table 5.2 on page 5-50 of the Onshore Outline Construction Environmental Management Plan (document number 6.9) **[APP-505]** stating a medium risk and Table 23.78 (Summary of the Overall Dust Risk Construction Site Activity) of chapter 23 of the Environmental Statement (document number 6.1.23) **[APP-138]** stating that there is a high risk of dust. Seek confirmation of which risk level is correct, and why. (REP1-232 Para 9.2)	**RESOLVED** The Applicant confirmed in their Deadline 2 response (REP2-014) that the Converter Station Area is at a high risk of dust impacts.
23.	Impact of Dust during Construction A construction and commissioning works period for three years cannot be classed as being "temporary" and illogical to conclude that there is a low impact of dust if there is also assessed be a high risk of dust. (REP1-232 Para 9.3)	**NOT RESOLVED** No response provided. We therefore maintain our representation.
24.	Dust Mitigation Measures Questioned whether the measures in the Onshore OCEMP **[APP-505]** go far enough and how realistic it would be to catch all sources of dust with water sprays. Noted that there were no details of what "precautions" will be taken when transporting materials off-site and no guarantee that air monitoring would be carried out to check effectiveness of the measures taken. Requested stronger binding measures	**NOT RESOLVED** In AQ2 of REP2-014 the Applicant stated that the mitigation measures set out in the Onshore Outline Construction Environmental Management Plan (REP1-087) are considered to be sufficient. The revised OCEMP (REP1-087) continues to have gaps in respect of the matters we raise. We requested that the Applicant explain why it considers the measures to be "sufficient" and refuses to commit to monitoring the air for

	ensuring that the anticipated high risk of dust will be mitigated. (REP1-232 Para 9.4)	construction dust whilst accepting that its activities will generate a high risk of dust. We therefore maintain our representation.
	Air Quality	
25.	Emissions During Construction We questioned how a three year construction period equates to involving "temporary" emissions from construction vehicles in paragraphs 16.6.1.9 and 16.6.1.10 of Chapter 16 the Environmental Statement (document number 6.1.16) **[APP-131]**. (REP1-232 Para 10.2)	**NOT RESOLVED** The Applicant responded in REP2-014 that the assessment in Chapter 23 (Air Quality) **[REP1-033]** had been revised providing detail on air quality changes associated with back-up diesel generators and additional modelling for NOX concentrations, nutrient N deposition and N acid deposition at the adjoining ancient woodland site. We requested that the Applicant explain what the new details revealed and concluded, and provide a specific response to the points we made in paragraph 10 of REP1-232. We therefore maintain our representation.
	Land Contamination	
26.	Paragraph 16.6.1.8 of Chapter 16 of the Environmental Statement (document number 6.1.16) **[APP-131]** does not elaborate on what "effects" could be caused to Stoneacre Copse from increases in pollutants during the construction stage, nor is there a positive requirement in the draft DCO **[APP-019]** to remediate any contamination of land outside the Order Limits (REP1-232 Para 11.1)	**NOT RESOLVED** The Applicant responded in REP2-014 that the assessment in Chapter 23 (Air Quality) **[REP1-033]** had been revised providing detail on air quality changes associated with back-up diesel generators and additional modelling for NOX concentrations, nutrient N deposition and N acid deposition at the adjoining ancient woodland site.

		We requested that the Applicant explain what the new details revealed and concluded, and provide a specific response to the points we made in paragraph 11 of REP1-232. The Applicant also stated that contamination within the Order Limits would be remediated under Requirement 13 of the DCO (REP1-021) and mitigation measures make the spread of contamination outside of the Order Limits highly unlikely. Our Clients' points in relation to remediation outside the Order Limits still stand. Section 5.5 of the revised OCEMP (REP1-087 & REP1-088) relates only to measures to prevent pollution of surface water and ground water. There is no section 6.9.2 in the revised OCEMP (REP1-087 & REP1-088). We therefore maintain our representation.
	Artificial Light	
27.	Lack of Definition of "Exceptional Circumstances" No definition of "exceptional circumstances" in Requirement 23 of the draft DCO **[APP-019]** in which operational external lighting is allowed. (REP1-232 Para 12.3)	**NOT RESOLVED** The Applicant's response in REP2-014 merely repeats the drafting inadequacies we objected to. We therefore maintain our representation.
28.	Lack of External Lighting Strategy No requirement in the draft DCO **[APP-019]** for the Applicant to submit any form of external lighting strategy for operational purposes in relation to exceptional circumstances to the relevant local planning authority. (REP1-232 Para 12.5)	**RESOLVED** The Applicant provided further information on lighting as part of Deadline 1. The updated Onshore Outline Construction Environmental Management Plan (REP1-087) requires the appointed contractor to develop a Lighting Scheme for the Construction and Operational Stages of the Converter Station Area.

29.	Request that Requirement 23 in the draft DCO **[APP-019]** be amended to require the submission of a lighting strategy and a particular definition of "exceptional circumstances". (REP1-232 Para 12.6)	**PARTIALLY RESOLVED** The Applicant provided further information on lighting as part of Deadline 1. The updated Onshore Outline Construction Environmental Management Plan (REP1-087) requires the appointed contractor to develop a Lighting Scheme for the Construction and Operational Stages of the Converter Station Area. In relation to the definition of "exceptional circumstances", as noted above, the Applicant's response in REP2-014 merely repeats the sloppily framed drafting we objected to. We therefore maintain this part of our representation.
	Human Health	
30.	Impacts from Air, Dust, Light, Noise and Vibration It is questionable to conclude that the impacts on human health within the Converter Station Area from air, dust, light, noise and vibration during construction and operation will be negligible to minor adverse given the conclusions in Chapter 26 of the Environmental Statement **[APP-141]** that there could be associated adverse effects on psychological health for nearby residents given that the residual operational noise from the Converter Station Area will be permanent and long-term and given the age and health conditions of our Clients. (REP1-232 Para 13)	**NOT RESOLVED** No specific response provided. We therefore maintain our representation.
	Wildlife & Conservation	
31.	Badgers	**NOT RESOLVED**

	Questioned the extent to which the assessment in chapter 16 of the Environmental Statement (Onshore Ecology) (document number 6.1.16) **[APP-131]** considers the presence of wildlife on our Clients' land and how they will be protected from harm. Noted the presence of badgers and questioned whether there would be a requirement to conduct further assessment before works begin, to ensure their protection.	Our questions related to the extent of assessment and asked if there was to be a further assessment of badgers to identify the presence and extent of a clan. The Applicant's response in REP2-014 did not substantively address the points raised about the re-assessment of badgers. We therefore maintain our representation.
32.	Reinstatement Asked the Applicant to explain how it has factored in the amount of time it would take to restore the loss of important species through re-landscaping and re-planting. (REP1-232 Para 14.2)	**NOT RESOLVED** The Applicant's response avoided and failed to address the point we make. Their response only referred to the carrying out of reinstatement work to land to restore its former condition, which may not be the same thing as actually restoring the land to its former condition. The Applicant was asked to clarify whether it is confirming it will take 12 months to restore the loss of important species. If so, would Requirement 22 of the draft DCO **[REP3-003]** should be amended to make it clear that the 12-month period includes the restoration of the loss of important species. We therefore maintain our representation.
	Hedgerows	
33.	No explanation or assessment provided as to how long it will take for the new planting to grow in order to provide an increase in the overall long term area of habitat. Therefore difficult to accept that there will be a low magnitude of impact on species affected by hedgerow removal. (REP1-232 Para 15.4)	**NOT RESOLVED** The Applicant's responses did not address the point we made. We therefore maintain our representation.

	Decommissioning	
34.	Selection of Converter Station Option Requirement 4 of Schedule 2 of the draft DCO **[APP-019]** does not state to who the Applicant needs to provide its confirmation regarding which option will be selected for the Converter Station (REP1-232 Para 16.1)	**RESOLVED** Requirement 4 of the updated draft DCO submitted at Deadline 1 (document reference REP1-022) was amended to address our comment.
35.	The Draft DCO **[APP-019]** does not contain any provisions relating to decommissioning (REP1-232 Para 16.2)	**NOT RESOLVED** The Applicant responded in REP2-014 that development consent was not being sought for decommissioning as part of the application and that it considered that a Requirement securing a decommissioning strategy is not necessary. This assumes that the Convertor Station and other Application Development will remain in perpetuity. This is surprising because infrastructure in England is commonly expected to have a lifespan of, for example, 125 years at most. In this Application, however, the Applicant has confirmed that the Application Development would have a much shorter life space of 40 years. Therefore, there is no justification for the period of land acquisition to be greater than 40 years. It follows that the scope and extent of compulsory purchase powers to take the freehold of our Clients' land remains unjustified and that, instead, a lease of 40 years would be sufficient to enable the Converter Station to be situated on their land, with access rights for the Applicant thereto. Further, on its own evidence of its accepted basis that the onshore design life is 40 years, the Applicant accepts that decommissioning will be required in about 2060. But the Applicant only goes as far as stating that it will be done in "the appropriate manner". This response evidences that the Applicant has no idea how it may decommission the Application Development (if at all). How is

		that to be judged? How will it be controlled? Who will decide its impacts? In the absence of any decommissioning plan at Deadline 4, is it envisaged to 'repower' the Application Development in 40 years' time by substituting then new equipment and cables? These questions remain unanswered. We therefore maintain our objection in this regard.

Blake Morgan LLP

17 November 2020

Submitted in relation to Deadline 4

SCHEDULE 3 TO COVERING LETTER

Date: 17 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

Interested Party Comments on the Examining Authority's Procedural Decision dated 11 November 2020 to Accept the Applicant's Proposed Changes to the Application Development Area (Letter References PD-019 and PD020)

Submitted in relation to Deadline 4 of the Examination Timetable

BLAKE MORGAN

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 4 (17 NOVEMBER 2020)

INTERESTED PARTY COMMENTS ON THE EXAMINING AUTHORITY'S PROCEDURAL DECISION DATED 11 NOVEMBER 2020 TO ACCEPT THE APPLICANT'S PROPOSED CHANGES TO THE APPLICATION DEVELOPMENT AREA (LETTER REFERENCES PD019 and PD020)

1. On the 3 November 2020, the Applicant proposed numerous changes to the area of its Application. The changes fall into two categories: (a) reductions in the area of land envisaged for the Application Development; and (b) increase in the area of land envisaged for the Application Development.

2. We refer to the Examining Authority's ("ExA") Procedural Decision dated 11 November 2020 to accept the Applicant's changes to the Application (letter references PD-019 and PD-020) in category (a). We also concur with the ExA's interim decision that the proposed addition of no less than some 1,457m^2 of land (required to be taken to ensure adequate working width is available for the Rovers' Football Club pitch following the taking of other areas of their land) is a material change that necessarily requires to be advertised due to the compulsory nature of the powers used for taking that land.

3. We have interpreted these letters **[PD-019]** and **[PD-020]** as meaning that the ExA's position is that it remains at this time unable to conclude in advance of the conclusion of that advertising process (and the opportunity for any third party to comment on the same) whether, on the then available evidence, the proposed changes to the Order Limits to include additional land to be compulsorily acquired constitutes an acceptable change.

4. We understand the letters to mean that the ExA will not make a decision until a consultation process has been concluded to ensure that those affected by the proposed inclusion of additional land have had an opportunity to comment and have their views taken into account by the Applicant.

5. We understand the sensible approach of the ExA to be in line with the decisions in *R (on the application of Holborn Studios Ltd) v Hackney LBC* [2017] EWHC 2823 (Admin), *Bernard Wheatcroft Ltd v Secretary of State for the Environment* (1982) 43 P & CR 233 and *Main v Swansea City Council* (1985) 49 P & CR 26).

6. We note that this is in contrast to the Applicant's view that the inclusion of additional land does not amount to a material change notwithstanding the compulsory acquisition proposed.

7. We agree with the requirement for additional consultation as being the lawful and practical way forward, and that the ExA will await the outcome of that process before evaluating at that time whether or not to accept that additional land take as part of the Application and so as to not prejudge the outcome of that process.

8. We therefore await in due course the ExA's decision on whether it will accept the Applicant's proposed changes to include additional land for compulsory acquisition.

Blake Morgan LLP

17 November 2020

Submitted in relation to Deadline 4

SCHEDULE 4 TO COVERING LETTER

INTRODUCTION

1. By its Application Form, Document Ref: 1.4 **[APP-004]**, the Applicant seeks development consent under the Planning Act 2008 ("PA 2008") for development described in paragraph 5 of that Form, being an "Aquind Interconnector ("the Project") [being] an interconnector with a nominal capacity of 2,000 MW between Great Britain and France …[that] includes … The Marine Cable …The Onshore Cable …. A Convertor Station and associated electrical and telecommunications infrastructure … connecting [that station] to the [GB] electrical transmission network, the National Grid, at Lovedean Substation and Fibre Optic Cable ("FOC") together with each of the HVDC and HVAC Circuits and associated infrastructure".

2. A (second) draft Development Consent Order ("AQ dDCO"), Document Ref: 3.1 **[REP1-021]** describes the development sought to be consented in outline terms under section 115 of the PA 2008. The extent of the development is envisaged to be sited permanently in land whose freehold is owned by the Carpenters. The Applicant seeks to have included in its AQ dDCO provisions entitling it to take the land of the Carpenters against their will. The Carpenters object to their land being taken against their will. As the Hearing has progressed, the Applicant's plans have evolved and it has published (iteratively) further (indicative) information in support of its outline proposals. This information includes a revised Design and Access Statement (6th October 2020) **[REP1-031]**, a Statement in Relation to FOC (6th October 2020) **[REP1-127]**, a Needs and Benefits Addendum (6th October 2020) **[REP1-136]**, and a second iteration of the AQ dDCO (3rd November 2020) **[REP3-003]**.

3. Plates 3.3, and 3.23-24 of the ES, Document Ref: 6.1.3 **[APP-118]** show the "FOC" cable. The FOC cable is intended to comprise some 192 individual fibre optic cables. Those cables are intended to enable data transmission along and between the HVDC and AC cables and appear to be an industry standard size rather than a bespoke design for the particular interconnector. As a result of the difference between the necessary capacity of individual fibre optic cables within the FOC cable and the industry standard, both spare capacity of individual fibres and also spare fibres are anticipated to be present within the FOC cable. The Applicant asserts that the spare capacity and/or spare fibre optic cables within the operational development described as "FOC cable" (and that is intended to be used for the provision of commercial telecommunications) qualifies as "associated development" within the meaning of section 115(1)(b) of the PA 2008. The Applicant relies on two reasons: a) it asserts that that development was categorised as "associated development" by the Secretary of State in his Direction (30th July 2018); and, in any event; b) it qualifies as "associated development".

4. The ExA has raised concerns in its DCOs 1.5.1, DCO 1.5.2, DCO 1.5.3, and DCO 1.5.4 of its First Written Questions **[PD-011]**, Document ref: 7.4.1.4 **[REP1-095]**, about whether the spare fibre optic cables within the FOC cable shown in Plates 3.3, and 3.23-24, or any surplus capacity (unnecessary for

interconnector purposes), with related structures, qualifies as "associated development". The Carpenters' share those concerns.

LEGAL FRAMEWORK

5. By section 31 of the PA 2008, consent is required for "development to the extent that it is *or forms part of*" a nationally significant infrastructure project. By section 14(1)(a), such a project must be within specified descriptions that include "the construction or extension of a generating station". The Secretary of State ("SoS") is empowered to add other descriptions but they must be within the scope of the specified fields of which section 14(6) includes "energy". Parliament has not prescribed "commercial telecommunications" as an available "field" within section 14(6) of the PA 2008.

6. By section 35(1), the SoS is empowered to direct that "development" be treated as development for which development consent is required. Consistent with the scope of sections 31 and 14(6), the scope of that power is expressly restricted, including in subsection (2)(a) of Section 35 by which that the development is or *forms part of* a project (or proposed project) *in prescribed fields* that include "energy". Parliament has not prescribed "commercial telecommunications" as an available "field" within section 35(2(a)(i)).

7. However, Parliament has provided for a direction to potentially encompass "a business or commercial project (or proposed project) of a prescribed description". In doing so, it continues to recognise that some such categories may be subject to the development consent regime but only if within the scope of a prescribed description. As at Deadline 4, the Applicant has not relied on a prescribed description notwithstanding that AQ dDCO: Article 2(1) **[REP3-003]** defines "onshore HVDC cables" to include "i) fibre optic data transmission cables … for commercial telecommunications" and "telecommunications building" to include "for the commercial use of the fibre optic data transmission cables housed within the building"; Similarly, Article 7(6)(c) provides for the transfer benefit of the Order "so far as it relates to the commercial telecommunications use of the fibre optic data transmission cables".

8. By section 115(1), the SoS is empowered to grant development consent for "development" which is: a) development for which development consent is required, or b) "associated development". "Associated development" is a defined term in subsection (2) and must be "associated with the development in (1)(a) (or any part of it)".

9. In interfacing with other development regimes, section 115(6) ensures that "to the extent that development consent is granted for associated development", section 33 applies to it. By section 33(1)(a), "to the extent that development consent is required for development", planning permission is not required to be obtained. Thereby, development within an application for development consent that is "associated development" does not require planning permission whereas development that is not

"associated development" requires planning permission that may be secured on further or separate application under the Town and Country Planning Act 1990 to the relevant local planning authority or authorities under that statutory regime. Thus, commercial telecommunications are allocated *locally*.

THE SECRETARY OF STATES' DIRECTION (30th July 2018)

10. On 19th June 2018, the Applicant requested the SoS to direct that what it described in its request as "elements of AQUNID Interconnector (the Development)" be designated as a nationally significant infrastructure project, Document Ref. AS-036. It identified "the elements" in its request Statement, paragraph 3.5 and the UK Onshore elements in particular at paragraph 3.5.1(A) – (D). (C) expressly refers to a "convertor station" and (D) to two pairs of underground direct current cables "together with smaller fibre optic cables for date transmission" with potential signal enhancing and management equipment along the land cable route in connection with the fibre optic cables. The request made includes no reference to a "prescribed description" within which the proposal (or element of it) may fall; nor to a discrete "telecommunications building"; nor that fibre cable-related equipment could not be housed in the convertor station.

11. In paragraph 3.12 **[AS-036]**, the request evinced a stated "intention" (but no more) to seek consent to "*use* the *spare fibre capacity* for the provision of telecommunications services" and would seek development consent for "this commercial telecommunications use" on the basis that "it is associated development". As referred to above, the Applicant did not identify or rely on any prescribed business description under section 35(2)(a)(ii) of the PA 2008 notwithstanding that Parliament provides for certain such category.

12. The terms of the Direction **[AS-039]** expressly refer back to that request and refers to "elements of the AQUIND Interconnector". See paragraph 1. Those elements can only mean those referred to in paragraph 3.5.1(A)-(D) **[AS-036]** and no other. The Direction also describes those elements as "the Development" in line with the request made to him. The Direction includes no reference to prescribed business descriptions. Read on its face, the SoS could direct that the certain energy field development elements could properly be treated as requiring development consent on the basis of the request made to him.

13. The Direction **[APP-111]** and **[AS-039]** also provides that: "together with *any* development associated with it" be treated as requiring development consent. This reflects section 115(1)(a) of the PA 2008. But, whether or not development may qualify as "associated development" is an evaluative matter of judgement for a decision taker properly directing its mind in law on the relevant facts. It being evident that the SoS understood the Applicant "intended" (but no more) to apply for use of fibre optic cables for commercial telecommunications and their being no such "field" in the PA, and in the absence of reliance

on a "prescribed description" of commercial development. In using the term "any", the SoS ensured that the Applicant could make certain its proposals and that their evaluation could occur through the Hearing Process. That is, "any" infers that there may be some or none. This is because he was not asked to designate the "associated development" as a paragraph 3.5.1 **[AS-036]** certain "element" of the project in the request to him and, at its highest, the Applicant evinced (and no more than) an express "intention" alone to seek consent for "associated development". Nor did the Applicant explain in its request how the envisaged development might qualify within the guidance on associated development (April 2013).

14. It is an error to rewrite the terms of the public document SoS Direction **[APP-111]** and **[AS-039]** so as to expressly encompass within it a direction that merely intended development certainly requires development consent, or to make the term "any" read as "commercial telecommunications", or to interpret "any" as meaning "any development that the Applicant might imagine to be [is associated development]".

15. On its face, the Direction **[APP-111]** and **[AS-039]** does not "deem" nor "treat" the spare capacity of fibre optic cables, or of unnecessary additional fibre optic cables within the FOC cable, as "associated development". On its plain common sense reading, the Direction confirms nothing more than a generalised opportunity for the Applicant to bring forward certain (not intended) development for evaluation, to make its case and have it tested, and that may be assessed for qualification (or not) within the scope of "associated development". Thus, the Carpenters disagree with the Applicant's assertion in paragraphs 3.5 – 3.7, and 8.1, of its **"Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1** **[REP1-127]**.

16. Further, that the Applicant needs to further assert that spare capacity (or additional unnecessary fibre optic cables) within a standard sized FOC cable qualifies as "associated" development under paragraphs 5 and 6 of the PA 2008 Guidance on Associated Development (April 2013) reveals a recognition of its (enthusiastic) misreading of the Direction **[APP-111]** and **[AS-039]**. The Carpenters own the freehold land in which it is envisaged to situate permanently FOC cable containing fibre optic cables with spare capacity or unnecessary additional fibre optic cables, *for commercial telecommunications and its related infrastructure*. That permanent situation and related infrastructure for the practical reason would reduce the size of their farm land and the area available for livestock grazing and appears to be development outside the scope of section 115(1)(b) by reason of its separate purpose unrelated to the interconnector's purpose. In law, reinforced by a lawful evaluation of fact and degree by the ExA, such development cannot be included in the development consent order being sought.

17. The Carpenters disagree with the Applicant's assertion in Section 4, paragraphs 4.1, 4.4-4.5, 4.7, and 8.2-8.4 **"Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1 [REP1-127]**., and the assertions or contentions in Annex 1 thereto that spare capacity of fibre optic cables within the FOC Cable, or of unnecessary but additional but fibre optic cables within the FOC cable, can or would qualify within the scope of section 115(1)(b) of the PA 2008.

18. The Carpenters' set out the reasons for their disagreement and request that the ExA carefully evaluate the evidence, properly directing themselves in law, in particular because the asserted "associated development" is envisaged to be situated on land taken from the Carpenters' against their will and is relied on (with related infrastructure) to assert a lawful justification for compulsory acquisition.

ASSOCIATED DEVELOPMENT GUIDANCE (APRIL 2018)

19. Paragraph 1 of the Explanatory Notes state that they do not form part of the PA 2008 and have not been endorsed by Parliament.

20. The phrase in section 31 of the PA 2008 - "to the extent that the development is or forms part of" an NSIP – and in 115(1)(b) and (2)(a) – "associated" – is a value laden word requires an evaluation and judgement. The ordinary meaning of "associated" includes: "joined in function; concomitant; sharing in function but with secondary or subordinate status"; connect as an idea; combine for a common purpose". See Shorter Oxford Dictionary, 6th Edition, in **Appendix 1** hereto.

21. In evaluating whether or not the "intended" development referred to in the request for the Direction **[AS-036]** can or does qualify as "associated development", the SoS has provided guidance in paragraphs 5 and 6 of his Guidance on Associated Development Applications for Major Infrastructure Projects (April 2018) under "Associated Development Principles" and it requires a case sensitive assessment. The Guidance is not expressed on its face have the status of "statutory guidance" but remains guidance to which regard is required to be had.

ASSOCIATED DEVELOPMENT, PARAGRAPH 6 – TYPICAL OR ATYPICAL?

22. Guidance paragraph 6 provides: it is "expected" that associated development will, in most case, be typical of the development brought forward alongside the relevant type of principal development or that it "is usually necessary to support" a project.

23. The Applicant asserts in paragraphs 1.2 and 1.3 of Annex 1 to its "Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1 **[REP1-127]** that the commercial fibre optic cables and Telecommunications Buildings *are typical* of the examples given in the "2008" [sic] Guidance, Annexes A and B, as brought forward alongside the relevant type of principal development. Annex A gives examples under "connections to national, regional or local networks" that include references to "electricity

networks" and "telecommunications networks". The Application would "connect" to the existing Lovedean electricity sub-station adjacent to the Carpenters' land but there is no pre-existing telecommunications network that would be connected to and it remains the case that, as at 2020, Parliament has no extended the "fields" of what it recognises as "nationally significant infrastructure projects" to encompass "telecommunications" nor are they a prescribed commercial project. Annex B refers to "electric lines" and concerns control buildings relating to those and not to telecommunications cables. In its "Appendix 1 – GB Interconnectors" to its Needs and Benefits Report, Document Ref: 5.6 (22nd October 2019) **[APP-115]**, the Applicant has referred to a range of interconnectors without reference to their inclusion of commercial telecommunications fibre optic cables or Telecommunications Buildings. There is no such reference in its most recent "Needs and Benefits Addendum" (6th October 2020), Document ref: 7.7.7 **[REP1-136]**.

24. The Carpenters' evaluation in **Appendix 2** hereto (as to whether interconnectors typically or atypically include use for commercial telecommunications of spare capacity in fibre optic cables, or of the inclusion and use of unnecessary additional fibre optic cables within the FOC cable, or Telecommunications Buildings) shows there is no nationally significant infrastructure project that includes such cables or buildings "for commercial telecommunications". This finding is consistent with the scope of projects and fields prescribed by Parliament in the PA 2008, by 2020, as not extending beyond the prescribed "fields" to encompass "telecommunications". Thus, the inclusion of development comprised of the use of such spare capacity, or of such fibre optic cables in the FOC cables and their use for such commercial telecommunications use, (and of equipment and buildings related to and for such use in this Application) is atypical and not to be expected in the PA 2008 sphere of NSIP projects, is outside of the scope of Parliament's specified (broad) "fields" and is not within a prescribed description of commercial development defined under the Act. Their inclusion in the Application results in this proposal being isolated and unique.

ASSOCIATED DEVELOPMENT PRINCIPLES, PARAGRAPH 5

25. Paragraph 5 of the Guidance sets out 4 criteria principles in (i) – (iv).

Principle (i)

26. Paragraph 5(i) refers to a requirement for a "direct relationship" between the associated development and the principal development. The type of relationship is further amplified as being one that "either support[s] the construction or operation of the principal development, or help[s] address its impact".

27. The Planning Statement, Document Ref. 5.4 **[APP-108]**, summarises the Application Development as including an element described as: *High Voltage Direct Current ('HVDC') Marine Cables from the boundary of the UK Exclusive Economic Zone ('EEZ') to the UK at Eastney in Portsmouth; HVDC Onshore*

Cables Smaller diameter Fibre Optic Cables ('FOC') installed together with the HVDC and HVAC Cables and associated infrastructure ('FOC Infrastructure'). Paragraph 1.3.1.4 repeats this. A typical cross-section of cable appears in Plates 3.2 and 3.3 in ES, Document ref: 6.1.3 **[APP-118]**. Paragraph 3.5.3.7 describes that two fibre optic cables (about 35-55mm in diameter) "will be laid together with the Marine Cables within a shared trench…Each [fibre optic cable] will include fibres for a Distributed Temperature Sensing … system as well as protection, control and communications". Plates 3.23 and 3.24 show a Typical Arrangement of HVDC cables onshore and the fibre optic cables. See also Plate 3.5. Paragraph 3.6.3.22 of the ES describes: "The [fibre optic cables] will have sufficient fibres to accommodate redundancy for failures".

28. Within the "Statement in Relation to FOC" (6th October 2020), Document ref: 7.7.1 **[REP1-127]**, paragraph 5.2 includes: "To withstand the various physical impacts which the fibre cables are likely to be subject to associated with transportation, installation and operation in the marine and underground environment and protect the glass fibres within it, the fibre optic cables are required to be of adequate outer diameter. Within the required outer diameter for the fibre optic cables [i.e. the FOC cable], 192 [individual] glass fibres may be installed. Each fibre optic cables [sic] is required to include a sufficient amount of glass fibres for its use in connection with the primary use of the interconnector and as redundancy for this purpose is less than 192 [cables] though this is a multiple of fibres that is commonly produced by manufacturers of such cables … Noting … the use of standard cables, the size of the cable would not reduce if the number of glass fibres within it was reduced from 192 to a lesser multiple. … [I]t would be possible to install a cable with fewer glass fibres (and thus less spare capacity) … ".

29. The "Needs and Benefits Addendum" (6th October 2020), Document Ref: 7.7.7 **[REP1-136]**, paragraphs 5.1.1.1 – 2 reiterates that: "the industry standard single Fibre Optic Cable (FOC) has up to 192 fibres, but the number of fibres required for cable protection is less than this" with the result that "[t]here will therefore be spare capacity on [sic] the fibres cables ...". The reason for the 192 fibres appears to be an industry standard *size* of cable rather than because of an Applicant bespoke choice or design that matches the requirements of the particular interconnector project. Further, paragraph 3.6.3.22 of the ES, Document Ref: 6.1.3 **[APP-118]**, describes: The industry standard for the amount of fibres within a single cable continues to increase as technology develops". It would appear that, because only a specified number of fibres (and related redundancy levels) within (but less than) the 192 fibre optic cables (that can but are not otherwise necessary for data transmission to populate the overall diameter of a cable) are *necessary* or required for the function of supporting the electricity bearing cables, then, because the industry appears to be supplying FOC cables of a higher diameter than is necessary, or of the necessary diameter but with (ever) smaller fibre optic cables within that FOC cable resulting in an increased number of fibres within the FOC cable, then there can be either spare capacity in some fibre

optic cables, or additional fibre optic cables within an overall FOC cable that would have (as here) no support function role or purpose at all in relation to the electricity bearing cables and are functionless fibre optic cables.

30. Thus, it is evident that alongside each HVDC and HVAC cable would be situated a different FOC cable of adequate *overall* diameter to withstand environmental effects upon it and that would contain 192 individual fibre optic cables of which 192: a) some would relate to the function of supporting the cables nearing electricity; b) some would have redundancy capacity related to that support function; c) some would have "spare" capacity not related to that redundancy nor to the necessary support function; and d) some individual fibre optic cables would have no function related to the support of electricity bearing cables at all. Categories (a) and (b) would satisfy paragraph 5(i) (but have been included by the Secretary of State in his Direction **[APP-111]** and **[AS-039]** as element (D) ("together with smaller diameter fibre optic cables for data transmission"); whereas (c) and (d) could not.

31. However, it is also intended that, because of the choice of industry to make overall FOC cables of certain diameters, and the Applicant's choice to use an industry standard cable diameter, in respect of the anticipated environmental effects bearing upon such cable, then, instead of the cable containing packing to maintain a minimal diameter of FOC cable, the Applicant would choose to use a standard FOC cable side that, by happenstance, includes additional fibre optic cables and spare capacity (i.e. those in categories (c) and (d) above). The additional fibre optic cables would necessarily result in there being more than adequate, or spare capacity within the FOC cable in the form of either additional 'spare' fibre optic cables or 'spare' capacity within additional fibre cables not wholly exclusively used for data transmission relating to the support or monitoring of electricity bearing cables. See, e.g. paragraph 5.2 of the "Statement in Relation to FOC" **[REP1-127]**; paragraph 3.6.3.22 of the ES, Document ref: 6.1.3 **[APP-118]**; paragraphs 5.1.1.1-2 of the "Needs and Benefits Addendum", Document Ref: 7.7.7 **[REP1-136]**.

32. That additional spare capacity (from such capacity and/or from unnecessary additional fibre optic cables within the FOC cable) results from a choice by the Applicant to not use an overall FOC cable of lesser diameter or of the same diameter but that contained fewer individual fibre optic cables, or because of a happenstance mismatch between the diameter of the cable required to withstand environmental effects and the number of fibre optic cables that it may contain. (A happenstance mismatch cannot be said to be a designed fibre optic cable for commercial telecommunications but is merely spare capacity devoid of use, function, aim or purpose to which the Applicant desires to apply one).

33. In either situation, it is then desired that the spare capacity in fibres over and above the required redundancy level required in relation to support fibre optic cables, or of additional fibres that are unnecessary for monitoring of the electricity bearing cables, may be used instead exclusively for

commercial telecommunications transmission. Such use of additional fibre optic cables capacity or of additional but unnecessary fiber optic cables within the industry standard diameter FOC cable, or the use of the spare capacity above the level of the redundancy relating to the fibre optic cables supporting operation of the electricity transfer cables, for commercial telecommunications transmission is unrelated to the support function of the other fibres within the overall FOC cable. It cannot be directly related to the support function by reason of discrete use of fibres within the overall cable diameter for unrelated data transmission: one category of fibre cables transmitting support information; the other category of fibre cables transmission commercial telecommunications.

34. The physically disparate nature of the capacity and fibre optic cables within the FOC from the capacity and support function of the particular cables within the 192 cables within the FOC cable is reinforced by the requirement for the Telecommunications Buildings being required to be physically disconnected from the Convertor Station. The Optical Regeneration Station ("ORS") includes 2/3rds discrete cabinets for such particular use. See paragraphs 6.3 and 7.4 of the "Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1 **[REP1-127]**. . Thus, paragraph 5(i) could not be satisfied.

Principle (ii)

35. Paragraph 5(ii) refers to a requirement that "associated development should not be an aim in itself but should be subordinate to the principal development".

36. The aim of the principal development is set out in paragraph 4.2.1.3 of the Planning Statement, Document ref: 5.4 **[APP-108]**; and 3.5.3.1 of the ES, Document Ref: 6.1.3 **[APP-118]**, being to facilitate transfer of up to 1,000 MW of electricity. Paragraph 3.6.3.1 describes how the Convertor Stations convert electricity from HVDC.

37. The aim of the fibre optic cables referred to in paragraph 3.5.3.7 of the ES, Document Ref: 6.1.3 **[APP-118]**, is that they "will be used for communications *between* the French and UK Convertor Stations *in connection with* the control and protection systems [and] to monitor the condition of both Onshore and Marine *Cables*". *Those* cables will have "sufficient fibres to accommodate levels of redundancy for failures". See paragraphs 3.6.2.21 and 22 of the ES, Document Ref: 6.1.3. Paragraph 3.6.2.8 of the ES describes (certain of) the fibre optic cables (within the FOC cable) being installed alongside each HVAC cable "for control and cable monitoring purposes".

38. By contrast, the aim of the fibre optic cables within the envisaged wider diameter cable, or of additional redundancy above the level of the redundancy of the fibre optic cable supplying a necessary support role to the operation of the particular electricity bearing cable, is not for supporting operation of the electricity bearing cables. Instead, it is defined in Article 2(1) of the AQ dDCO, Document Ref: 3.1 **[REP3-003]**, as being "for commercial telecommunications". This is amplified in Article 7(6)(c) as being "the

commercial telecommunications use of the fibre optic data transmission cables". Paragraphs 5.1.3.3 and 5.1.3.5 of the Needs and Benefits Addendum (6th October 2020), Document Ref: 7.7.7 **[REP1-136]**, being for commercial use (for a premium) by third party private companies, and described in paragraph 5.1.5.2 as "*in addition to* their primary use" . (There is no evidence to support the asserted ES statement that the spare capacity is not "primary" whereas the ES statement admits that the use for commercial telecommunications is an 'additional' (separate) use to that of the interconnector or the functionally and purposefully supporting fibre optic cables of the 192 cables within each of the FOC cables.

39. The stated aim of the fibre optic cables, or of redundancy of fibres above the level of redundancy otherwise required for data transmission in necessary support of electricity bearing cables, "*for* commercial telecommunications" is an aim in itself.

40. Similarly, the exclusive aim of the Telecommunications Building is identified by the Applicant in its "Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1. **[REP1-127]**, paragraph 5.4 as follows: "The Telecommunications Buildings are *required solely in connection with* the commercial use".

41. Similarly, the aim of at least an identifiable part of the ORS is identified by the Applicant in its "Statement in Relation to FOC" (6th October 2020), Document Ref: 7.7.1 **[REP1-127]**, paragraph 5.3: as follows: "the extent … of the size of the ORS is dictated by the proposed commercial use" and, in paragraph 7.4: "it is anticipated that approximately two thirds of the cabinets within the ORS will be available *for* commercial use".

42. Similarly, the Applicant has a "sole purpose" of developing the Interconnector. See paragraph 4.1 of the Funding Statement 14th November 2019), Document Ref: 4.2 **[APP-023]**) and not for commercial telecommunications.

43. Furthermore, the difference in aim of purpose of the categories of fibre optic cables within the anticipated 192 fibres, that are included as an industry standard within the chosen FOC cable, is reinforced by the statutory purposes of each of the two categories. The Applicant is a beneficiary of an "Electricity Interconnector Licence" (and its Standard Conditions) (dated 9th September 2016) under section 6(1)(e) of the Electricity Act 1989 (see **Appendices 3 & 4** hereto). Condition 1,(1) covers "ancillary service", being "a service necessary for the operation of the licensee's interconnector or an interconnected system" and a "transmission licence" means one granted under section 6(1)(b). Condition 9 concerns revenues, Part B(2) restricts use of revenues from the interconnector capacity, and Part D precludes use of revenues statement without prior approval of the Authority. Part III concerns electricity trading and the "GB transmission system" and its "interconnections" and also differentiates the "licensee's transmission system" as those parts of the GB transmission system which are owned or

operated by a transmission licensee within its transmission area. Condition 19 relates to operation and development of the interconnector.

44. By contrast, the different, discrete, and unrelated aim or purpose of the commercial telecommunications infrastructure is adverted to by the Applicant in paragraph 5.1.4.9 and footnote 50 of the Needs and Benefits Addendum (6th October 2020), Document Ref: 7.7.7. **[REP1-136]** wherein the Applicant refers to is application to Ofcom to apply Code powers under the Communications Act 2003 to the Applicant. On the 27th March 2020, Ofcom made its direction under section 106 of the Communications Act 2003 by which it directed that the Code powers apply to the Applicant's "provision of part of an electronic communication network" but excludes "the UK Aquind Interconnector Fibre which would be deployed in the Aquind Interconnector" (see **Appendix 5** hereto). The UK Aquind Interconnector Fibre is defined in that direction to mean that "part of the Applicant's electronic communications network in England … and is subject to a Direction issued on 30th July 2018, by the Secretary of State… pursuant to section 35 of the Planning Act 2008". The Ofcom direction affirms the separate aim or purpose of those parts (and in contrast with the separate purpose of Ofgem relied on at paragraph 1.4.5, bullet 2 of the Statement of Reasons, Document Ref; 4.1, and the scope of the Electricity Act Licence for that different particular aim or purpose.

45. The use, within the 192 fibre optic cables of the FOC cable, of fibre optic cables, or of spare levels of capacity within envisaged fibre optic cables (above that otherwise exclusively used for the necessary supporting function of data transmission in relation to electricity bearing cables) cannot satisfy paragraph 5(ii) because that use "for commercial telecommunications" is a separate unrelated aim or purpose from that of the other fibres within the 192, or from other capacity over and above the redundancy level of supporting fibres.

46. The same logic applies to the separate aim of the Telecommunications Buildings (to which the Carpenters have previously objected to being situated on their land) and is now confirmed by the Applicant as being "required solely in connection with that commercial use", and also to some 2/3rds of the ORS equipment with its separate aim relating to that commercial telecommunications use.

Principle (iii)

47. Paragraph 5(iii) requires development not to be treated as "associated development if it is only necessary as a source of additional revenue *for the applicant*".

48. The use of the fibre optic cables (overprovided for in the cables), or the use of the spare capacity in the fibre optic cables provided for in the cables, for commercial telecommunications, together with use of the Telecommunications Buildings for commercial telecommunications, together with some 2/3rds of the ORS equipment for commercial telecommunications would engender revenue described in the

Needs and Benefits Addendum (6th October 2020), Document Ref: 7.7.7 **[REP1-136]**, paragraphs 5.1.5.1, bullet 2: "leasing out the spare capacity"; 5.1.3.5: "leasing 'dark fibre'"; and in 5.1.3.3: "a surge in demand for capacity from content providers such as Facebook, Netflix and Amazon (who are streaming vast quantities of video content to users)" and "significant growth in the 'cloud computing' market"; with, at 5.1.4.2 targets to "have 15 million premises connected to full fibre …by 2025…".

49. The Applicant has provided a Funding Statement (14th November 2019), Document Ref: 4.2 **[APP-023]**, that refers in paragraph 3.2.4 to the "telecommunications infrastructure" as part of "the Proposed Development", and to the Direction in paragraph 3.5. Paragraphs 5.3 and 5.4 refers to estimated total capital costs of "the Proposed Development" as being some £622m as against assets in paragraph 4.6 of some £24.5m. There is an apparent shortfall of a not inconsiderable sum of about £588m that is said in paragraph 6.1 to be funded and secured "against the operational profits (revenues) of the Project" "[T]he Project" is defined by paragraph 3.2 to mean the elements of the "Proposed Development".

50. The Applicant makes no mention of the need for, or provision of, cross-subsidy from the commercial telecommunications income to support the provision of the Interconnector Development. See the Funding Statement **[APP-023]**, paragraph 8.1. Paragraph 4.2.1.4 of the Planning Statement, Document Ref: 5.4 **[APP-109]** explains that the investment cost will be Euros 1.4bn.

Principle (iv)

51. Paragraph 5(iv) requires associated development to be proportionate to the nature and scale of the principal development and requires regard to be had to all relevant matters. The provision of unnecessary Telecommunications Buildings on the Carpenters' freehold farm land, together with excessive and unnecessary fibre optics cables or their use, and a related spur road cannot be said to be proportionate.

CONCLUSIONS ON WHETHER THE ENVISAGED DEVELOPMENT CAN BE ASSOCIATED DEVELOPMENT

52. Whereas those fibre optic cables within the 192 envisaged to comprise the FOC cable have been directed under element (D) of the SoS's Direction **[APP-111]** and **[AS-039]** to be development requiring development consent, and would qualify as "associated development" within section 115(1)(b) also, other fibre optic cables within that 192 number not serving to support the electricity bearing cables of the Aquind Interconnector cannot qualify as "associated development" by reason of their disparate aim, non-direct relationship to the development, and their clear qualification outside of the scope of the PA 2008, not being in the field of "energy" nor any other field specified by Parliament to be the subject of the DCO regime.

53. In line with the interface within section 33 between the PA 2008 and the Town and Country Planning Act 1990, in the event that the Applicant seeks to pursue commercial telecommunications development, then it may apply to the relevant local planning authority/authorities for planning permission for the same; and enjoin with such planning authorities as it may agree for the use by such authorities of their Town Planning compulsory acquisition powers by which to give effect to such planning permission in the absence of relevant agreements.

54. In line with the Town and Country Planning Act 1990 regime for permitted development for statutory undertakers, the legal framework allocates the requirement for authorisation for excessive fibre optic cables within the 192 of the FOC cable and the parasitic operational development of the Telecommunications Buildings and spur road to the 1990 Act on application to the relevant local planning authority or authorities. In the event that agreement cannot be reached with the relevant landowners, in the orthodox manner, a developer can seek to agree a development agreement with a local authority to use its compulsory acquisition powers to secure development "for commercial telecommunications".

CONSEQUENTUAL REFINEMENTS TO THE DRAFT DEVELOPMENT CONSENT ORDER

55. In light of the above, and recognising the proposal for the AQ Ddco **[REP3-003]** to include compulsory powers of acquisition by which to take their land against their will, the Carpenters' would anticipate the ExA requiring the draft DCO **[REP3-003]** to be refined so as to:

    a) delete from it any express reference to:

        i) the use of any fibre optic cables or equipment "for commercial telecommunications";

        ii) the presence of Telecommunications Buildings;

    b) include a Requirement:

        i) to ensure that no spare capacity of any whole fibre optic cable (above the necessary redundancy of fibre optic cables supporting the operation of electricity bearing cables) may be used "for commercial telecommunications";

        ii) to ensure that no spare capacity of any part of any equipment (above the necessary redundancy of fibre optic cables supporting the operation of electricity bearing cables) may be used for commercial telecommunications.

COMPULSORY PURCHASE

56. By section 120 of the PA 2008:

1) *An order granting development consent may impose requirements in connection with the development for which consent is granted.*
2) *The requirements may in particular include –*
   a. *requirements corresponding to conditions which could have been imposed on the grant of any permission, consent or authorisation, or the giving of any notice, which (but for section 33(1)) would have been required for the development;*
   b. *requirements to obtain the approval of the Secretary of State or any other person, so far as not within paragraph (a).*
3) *An order granting development consent may make provision relating to, or to matters ancillary to, the development for which consent is granted.*
4) *The provision that may be made under subsection (3) includes in particular provision for or relating to any of the matters listed in Part 1 of Schedule 5….*

57. Part 1 of Schedule 5 includes, under paragraph 1: *The acquisition of land, compulsorily or by agreement.* Paragraph 2 provides: *The creation, suspension or extinguishment of, or interference with, interests in or rights over land (including rights of navigation over water), compulsorily or by agreement.*

58. By section 122:

1) *An order granting development consent may include provision authorising the compulsory acquisition of land only if the Secretary of State is satisfied that the conditions in subsections (2) and (3) are met.*
2) *The condition is that the land —*
   a. *is required for the development to which the development consent relates,*
   b. *is required to facilitate … that development, …*
3) *The condition is that there is a compelling case in the public interest for the land to be acquired compulsorily.*

59. It is clear from the Works Plans **[REP2-003]** and the HM Land Registry Plans of the Carpenters' freehold land **[Schedules 1 and 2 of REP1-232]**, together with the AQ dDCO **[REP3-003]** scope of "authorised development" and Schedule 1, that the Applicant envisages permanently situating on the Carpenters' freehold farm land: fibre optic cables; Telecommunications Buildings; a road; a landscape area; and a Convertor Station; pursuant to proposed compulsory purchase powers and for which the Applicant relies on section 122(1)(a).

60. The Carpenters have previously objected to the presence of the Telecommunications Buildings on their land and it is now clear from the Applicant's iterative design process that those buildings are parasitic upon the commercial function of some of the 192 fibres within the FOC cable for commercial telecommunications: being "required solely in connection with the commercial use" (see paragraph 5.4 of the Statement in Relation to the FOC" (6th October 2020), Document Ref: 7.7.1. **[REP1-127]**-. The same logic applies to the spur road leading to those buildings. That land would otherwise remain existing undeveloped grassed pasture for livestock on the Carpenters' farmstead.

61. In relation to the structures envisaged to be situated on the Carpenters' land:

a) "[I]t would be possible to install a cable with fewer fibre optic cables (and thus less spare capacity)" (see paragraph 5.2 of the "Statement in Relation to Funding"; "overcapacity is in fact unavoidable due to industry standard sizing of fibre optic cables" (see Column 2, page 10, Statement in Relation to FOC") **[REP1-127]**. At its highest, as at Deadline 4, the Applicant's position is that it "desires" to make use of otherwise excessive spare capacity in over-specified industry standard cables: "The Proposed Development is an Interconnector, and the Applicant is desiring of utilising the Proposed Development to its full design capacity and benefit". See Column 2, Response 17, page 2-9, of Applicant's Response to Deadline 2 Submissions (3rd November 2020), Document Ref: 7.9.6 **[REP3-014]**. In fact, the "design capacity" is no more than a choice to use an industry standard cable with excessive unnecessary capacity. See paragraph 5.2 of the Statement in Relation to FOC, and paragraph 5.2. It is difficult to see how a "desire" to make use of otherwise unnecessary fibre optic cable;

b) The Telecommunications Buildings are also unnecessary because they are parasitic on the unnecessary fibre optic cables, being "required solely in connection with the commercial use" of the fibre. See paragraph 5.4 of the "Statement in Relation to FOC" **[REP1-127]**;

c) The spur road serving the Telecommunications Buildings is also unnecessary, being parasitic on the situation of the Telecommunications Buildings. It is difficult to see how there is any justification for a spur road to it. Similarly, once erected, the Convertor Station (and Telecommunications Buildings) will be unmanned. Since such buildings would not be manned, it is difficult to see how a permanent spur or access road could be justified instead of a less intrusive temporary road for construction purposes;

d) The rational basis for the considerable extent of locally landscaped area envisaged to be in the north eastern part remains incomprehensible. We refer to the advice of the South Downs Authority referred to in "Landscape and Visual Correspondence" (6th October 2020), Document Ref: 7.4.1.8 **[REP1-099]**:

> *Email dated 18th October 2018, 15:12:*
> *Overall, I'm interested in securing the best outcome for the setting of the National Park, which in my view is responded to best by retaining and improving the existing landscape character as much as possible…*
> *Mitigation Approach*
> - *The principle of retaining existing vegetation is our preferred option …*
>
> *Vegetation*
> - *… I would like to see the scheme deliver more benefits and respond better to its local landscape…*

The local existing landscape comprises open fields for livestock owned by the Carpenters. The existing vegetation is grass (in fields) for livestock.

The email continues:

- *The current proposed orientation of the buildings, and tracks, are totally at odds with the patterns of elements in the landscape …*

Photomontage …
[I have the] following comments/caveats:

- *… tighter footprint …*
- *A affects the setting of both farmsteads … What are their sensitivities? …*
- *B generates the need for a huge track which I do not support …*

62. In respect of the Convertor Station, an unmanned building, it remains difficult to see how any land take beyond the footprint of the Station can be permanently justified were access and maintenance rights granted in relation to the use of part of the Carpenters' surrounding land for that purpose.

APPENDIX 1

Shorter Oxford English Dictionary

ON HISTORICAL PRINCIPLES

Sixth edition

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▸ †**II** Other uses.

6 Custom, practice; mode, manner, fashion. ME–L15.

7 Site; situation. LME–L15.

8 Measurement, dimensions, size; measure, extent. LME–M17.

▸ †**B** *verb trans.* **1** Decree, ordain. LME–L15.

2 Decide, judge; try. LME–L17.

3 Assess. LME–E17.

4 Regulate (weights, measures, prices, etc.) according to an ordinance or standard. M16–M19.

■ **assizer** *noun* = ASSIZOR (b) L16. **assizor** *noun* (*a*) each of those who constituted an assize or inquest; (*b*) *Scot.* a member of a jury: ME.

associable /ə'səʊʃɪəb(ə)l, -sɪ-/ *adjective.* M16.

[ORIGIN French, from *associer* from Latin *associare*: see ASSOCIATE *verb*, -ABLE.]

†**1** Companionable. *rare.* M16–L17.

2 That may be associated (*with*) or joined in association. E19.

associate /ə'səʊʃɪət, -sɪ-/ *adjective & noun.* LME.

[ORIGIN Latin *associatus* pa. pple, formed as ASSOCIATE *verb*: see -ATE², -ATE¹.]

▸ **A** *adjective.* **1** Joined in companionship, function, or dignity; allied; concomitant. LME.

C. MARLOWE With him is Edmund gone associate? R. KNOLLES Christ our Sauiour, equall and associate to his Father. POPE Amphinomus survey'd th' associate band. S. JOHNSON They want some associate sounds to make them harmonious.

2 Sharing in responsibility, function, membership, etc., but with a secondary or subordinate status. E19.

H. F. PRINGLE The *Outlook* office where the ex-President was an associate editor.

associate professor in N. American universities, (a person of) the academic rank immediately below (full) professor.

▸ **B** *noun.* **1** A partner, a comrade; a companion; an ally, a confederate; a colleague. M16.

P. SIDNEY They persuade the king . . to make Plangus his associate in government. LD MACAULAY These men, more wretched than their associates who suffered death. W. IRVING His associates soon turned the tide of the battle. D. W. HARDING To her the first necessity was to keep on reasonably good terms with the associates of her everyday life.

2 A thing placed or found in conjunction with another. M17.

PAIRED ***associates.***

3 A person who belongs to an association or institution in a secondary or subordinate degree of membership. E19.

■ **associateship** *noun* the position or status of an associate E19.

associate /ə'səʊʃɪeɪt, -sɪ-/ *verb.* LME.

[ORIGIN Latin *associat-* pa. ppl stem of *associare*, from *ad* AS-¹ + *socius* sharing, allied: see -ATE³.]

1 *verb trans.* Join, unite, ally, (persons; oneself or another *with*, (arch.) *to* another or others, *in*, †*to* a common purpose, action, or condition); declare (oneself) in agreement *with*. LME. ▸**b** Elect as an associate member. E19.

SWIFT None but papists are associated against him. D. HUME The troops . . associating to them all the disorderly people. E. A. FREEMAN Arnulf associated his son with him in his government. GLADSTONE It is for me . . to associate myself with the answer previously given by the Under-Secretary. **b** SOUTHEY He . . was associated to the royal Academy there.

†**2** *verb trans.* Join oneself to (a person); accompany; keep company with. M16–M17.

J. MARBECK Therfore shal man leaue father and mother and associate his wife. SHAKES. *Rom. & Jul.* A barefoot brother . . to associate me, Here in this city visiting the sick.

3 *verb trans.* **a** *gen.* Join, combine, (things together; one thing *with*, *to* another or others). Chiefly *refl.* or in *pass.* *arch.* L16. ▸**b** *spec.* Connect as an idea (*with*, †*to*). M18.

A. BAIN The muscles . . act in groups, being associated together by the organization of the nervous centres. T. H. HUXLEY This vapour is intimately associated with the other constituents of the atmosphere. **b** A. S. NEILL The children will leave electric lights on because they do not associate light with electricity bills. JENNIE MELVILLE She associated love and pain.

†**4** *verb trans.* Of things: accompany, join. L16–L17.

T. HEYWOOD Those torturing pangues That should associate death.

5 *verb intrans.* Combine for a common purpose; keep company, have frequent dealings, *with*. M17.

BURKE When bad men combine, good men must associate. D. RUNYON As a rule I do not care to associate with coppers, because it arouses criticism from other citizens.

■ **associater** *noun* (*rare*) = ASSOCIATOR E17. **associator** *noun* a person who or thing which associates; an associate; a confederate: L17. **associatory** *adjective* having the quality of associating L19.

association /əsəʊsɪ'eɪʃ(ə)n, -ʃɪ-/ *noun.* M16.

[ORIGIN French, or medieval Latin *associatio(n-)*, formed as ASSOCIATE *verb*: see -ATION.]

1 The action of joining or uniting for a common purpose; the state of being so joined. M16.

R. COKE A solemn oath of association for the restoring of it. CONAN DOYLE The good Watson had at that time deserted me for a wife, the only selfish action which I can recall in our association.

articles of association, deed of association a document giving the regulations of a limited liability company. **memorandum of association** a document giving the name, status, purposes, and capital of a limited liability company.

2 A body of people organized for a common purpose; a society. L16.

F. O'BRIEN The people who attended the College had banded themselves into many private associations.

†**3** A document setting out the common purpose of a number of people and signed by them. L16–M19.

LD MACAULAY Dropping the Association into a flower pot.

4 Fellowship, companionship; social intercourse (esp. in prison). M17.

SMOLLETT The nobility would be profaned by my association. H. ALLEN To have so pleasant and bright a companion as young Anthony sitting before the fire sped them association mightily.

5 The conjoining or uniting of things or persons with another or others; the state of being so conjoined, conjunction. M17.

J. REYNOLDS The spark that without the association of more fuel would have died. T. CAPOTE A tendency not to experience anger or rage in association with violent aggressive action.

6 Mental connection between related ideas; an idea, recollection, or feeling mentally connected with another. L17.

J. LOCKE On the Association of Ideas. W. HAMILTON Our Cognitions, Feelings, and Desires are connected together by what are called the *Laws of Association*. B. RUBENS The theatre, the picnics, the concerts, separately and by association, they triggered off total recall. A. STORR The dreamer's associations to all the images in the dream. B. BETTELHEIM The replacement of a word that has deep emotional associations with one that evokes hardly any.

free association: see FREE *adjective*. *PAIRED* ***association.***

7 *ECOLOGY.* A group of dominant plant species occurring together; a plant community characterized by such a group. E20.

– COMB.: **association book, association copy** a volume showing some mark of personal connection with the author or a notable former owner; **Association football** football played according to the rules of the Football Association, with a round ball which may not be handled during play except by a goalkeeper; soccer.

■ **associational** *adjective* of or pertaining to (an) association E19. **associationism** *noun* (*a*) *rare* union in an association; (*b*) a theory accounting for mental phenomena by association of ideas: M19. **associationist** *noun & adjective* (*a*) *noun* a member of an association; an adherent of associationism; (*b*) *adjective* = ASSOCIATIONISTIC: M19. **associatio'nistic** *adjective* of or pertaining to associationism or associationists E20.

associative /ə'səʊʃɪətɪv, -sɪ-/ *adjective.* E19.

[ORIGIN from ASSOCIATE *verb* + -IVE.]

1 Of, pertaining to, or characterized by association (esp. of ideas). E19.

2 *MATH.* Governed by or stating the condition that where three or more quantities in a given order are connected together by operators, the result is independent of any grouping of the quantities, e.g. that $(a \times b) \times c = a \times (b \times c)$. M19.

B. RUSSELL The associative, commutative and distributive laws.

■ **associatively** *adverb* L19. **associativeness** *noun* (*rare*) L19. **associa'tivity** *noun* (esp. *MATH.*) M20.

assoil /ə'sɔɪl/ *verb trans. arch.* exc. *SCOTS LAW* (see sense 4b). Also (*Scot.*) **assoilzie** /-l(j)i/. ME.

[ORIGIN Anglo-Norman *as(s)oili(e)r*, from Old French *assoil-* tonic stem of *asoldre* (mod. *absoudre*) from Latin *absolvere* ABSOLVE; the Scot. form derives from Middle English *-ȝy-*.]

▸ **I** With a person as obj.

1 Grant absolution to; absolve *of*, *from* a sin. ME. ▸**b** Release from purgatory. LME.

†**2** Release from excommunication or other ecclesiastical sentence. LME–L17.

†**3** Release *from*, *of* obligations or liabilities. LME–M17.

4 Acquit of a criminal charge. (Foll. by *of*, *from*.) LME. ▸**b** *SCOTS LAW* (as ***assoilzie***). Hold not liable, in a civil action, by decision of court. E17.

5 *gen.* Release, set free, discharge, (*of*, *from*). LME.

▸ **II** With a thing as obj.

†**6** Clear up, solve, resolve. LME–L17.

†**7** Refute (an objection or argument). LME–E18.

8 Expiate, atone for. L16.

†**9** Get rid of, dispel. *rare* (Spenser). Only in L16.

■ **assoilment** *noun* absolution from sin, guilt, censure, accusation, etc. E17.

†**assoin** *noun, verb* see ESSOIN *noun, verb.*

assonance /'as(ə)nəns/ *noun.* E18.

[ORIGIN French, from Latin *assonare* respond to, from *ad* AS-¹ + *sonare*, from *sonus* sound: see -ANCE.]

1 Resemblance or correspondence of sound between two syllables. E18.

2 The rhyming of one word with another in accented vowel and those that follow, but not in consonants, or (less usually) in consonants but not in vowels. E19.

3 *transf.* Correspondence more or less incomplete. M19.

■ **assonant** *adjective & noun* (*a*) *adjective* exhibiting assonance; (*b*) *noun* in *pl.*, words exhibiting assonance: E18. **assonantal** /-'nant(ə)l/ *adjective* of or pertaining to assonance, exhibiting assonance M19.

assonate /'as(ə)neɪt/ *verb intrans.* E17.

[ORIGIN Latin *assonat-* pa. ppl stem of *assonare*: see ASSONANCE, -ATE³.]

†**1** Sound like a bell. *rare.* Only in E17.

2 Correspond in sound; *spec.* exhibit assonance. M17.

assort /ə'sɔːt/ *verb.* L15.

[ORIGIN Old French *assorter* (mod. *-ir*), from *à* A-⁵ (assim. to *as* AS-¹) + *sorte* SORT *noun*².]

1 *verb trans.* Distribute into groups; arrange in sorts. L15. ▸**b** Classify, place in a group, *with*. M19.

Tait's Edinburgh Magazine Merchants . . employ wool-sorters of their own to assort and repack it. **b** DICKENS He would . . assort it with the fabulous dogs . . as a monstrous invention.

2 *verb trans.* Provide with an assortment. *arch.* M18.

OED We have sent orders for some white goods to assort our store.

3 *verb intrans.* Fall into a class *with*; correspond or suit (*well*, *ill*, etc.) *with*. E19.

W. HAMILTON Finding that it is harmonious,—that it dovetails and naturally assorts with other parts. E. LINKLATER Her cold hard voice that assorted so badly with his memory of her.

4 *verb intrans.* Keep company, associate, *with*. *arch.* E19.

C. LAMB I could abide to assort with fisher-swains.

■ **assorted** *adjective* (*a*) matched to; (*ill*, *well*, etc.) suited to one another; (*b*) of various sorts put together: L18.

assortative /ə'sɔːtətɪv/ *adjective.* L19.

[ORIGIN from ASSORT + -ATIVE.]

BIOLOGY. Designating mating which is not random, but correlated with the possession by the partners of certain similar (or dissimilar) characteristics.

assortment /ə'sɔːtm(ə)nt/ *noun.* E17.

[ORIGIN from ASSORT *verb* + -MENT, after French *assortiment*.]

1 The action of assorting; the state of being assorted. *arch.* E17.

OED She was engaged in the assortment of her crewels.

2 A set of various sorts put together. M18.

J. BRAINE A confusion of voices and an assortment of minor noises—glasses clinking, matches being struck, the central heating rumbling.

3 A group of things of the same sort. *rare.* M18.

ADAM SMITH Those classes and assortments, which . . are called genera and species.

assot /ə'sɒt/ *verb.* Long *arch. rare.* Infl. **-tt-**. ME.

[ORIGIN Old French & mod. French *assoter*, formed as A-⁵ + *sot* from medieval Latin *sottus*: see SOT *noun*.]

†**1** *verb intrans.* Behave foolishly; become infatuated. Only in ME.

2 *verb trans.* Make a fool of; infatuate. Chiefly as ***assotted*** *ppl adjective*. LME.

ASSR *abbreviation.*

hist. Autonomous Soviet Socialist Republic.

Asst *abbreviation.*

Assistant.

assuage /ə'swedʒ/ *verb.* ME.

[ORIGIN Old French *as(s)ouagier* from Proto-Romance, from Latin *ad* AS-¹ + *suavis* sweet.]

▸ **I** *verb trans.* **1** Mitigate, appease, allay, alleviate, relieve, (feelings, pain, appetite, desire, etc.). ME.

BACON They need medicine . . to assuage the disease. J. LONDON He had once gone three days without water . . in order to experience the exquisite delight of such a thirst assuaged. N. ALGREN Assuaging her fears by day and her lusts by night.

†**2** Relax, moderate, (a harsh law etc.). ME–L15.

3 Pacify, soothe, (a person). LME.

ADDISON Kindling pity, kindling rage At once provoke me, and asswage.

4 *gen.* Abate, lessen, diminish. *arch.* LME.

W. OWEN Of a truth All death will be annul, all tears assuage? W. S. CHURCHILL But in the name of reason irrational forces had been let loose. These were not easily to be assuaged.

▸ **II** *verb intrans.* †**5** Of passion, pain, appetite, etc.: become less violent, abate. ME–E18.

DEFOE The plague being come to a crisis, its fury began to assuage.

6 *gen.* Diminish, fall off, abate, subside. Long *arch.* LME.

AV *Gen.* 8:1 And the waters asswaged.

■ **assuagement** *noun* (*a*) the action of assuaging; the condition of being assuaged; (*b*) (now *rare*) an assuaging medicine or application: M16. **assuager** *noun* M16.

APPENDIX 2

APPENDIX 2

ANALYSIS OF INTERCONNECTOR PROJECTS LISTED IN DOCUMENT ENTITLED: "ELECLINK: SHEDDING SOME LIGHT ON A KEY EUROPEAN PROJECT" (DECEMBER 2019) LINK

AND ADDITIONAL PROJECTS LISTED AS PROJECT NUMBERS 15-17 IN THE TABLE BELOW

Note to reader: some of the links built into this Appendix 1 may only open using "Chrome" Browser.

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
1.	**IFA** RTE (French Developer) National Grid (GB Developer)	No	No. IFA constructed in 1980s.	Not found.	HVDC. 2 sets of 2 cables	No technical information identified relating to telecommunications.	Cable laid in 1986. Charging Methodology for IFA and IFA 2 Interconnectors (1 Dec 2019) makes no mention commercial telecoms sales. See p.8 of Link.
2.	**Moyle** Mutual Energy (UK)	No	No	Outline planning permission for convertor stations (1998) Reserved matters approval (2000)	HVDC / Fibre Optic	Article indicates *"a fibre optics cable and communications has been integrated into the cables."* No technical information identified relating to telecommunications.	
3.	**Brit Ned** TenneT (Dutch Developer) National Grid (GB Developer)	No	No	Not found.	HVDC	No technical information identified relating to telecommunications.	
4.	**EWIC** EirGrid Interconnector Limited (EIL) part of the EirGrid Group (Irish Developer) UK is the other relevant jurisdiction. Completed in 2012.	No	No	**Flintshire County Council** **Decision Notice not found.** Link to status of planning in Quarter 4 of 2009. Planning Permission was granted in 2009. **An Board Pleanala (Irish equivalent to PINS)** Granted permission for location and construction of a converter station on 14 Sep 2009 following application by Fingal County Council and Meath County Council. Ref: PL17.VA0002. Link to Order itself and link to website (showing all docs).	HVDC & Fibre Optic	See East West Interconnector Revenue Requirement Public Information Note dated 7 September 2012: Link. Revenue appears generated from commercial fibre optic 'hosting'. See pages. 3, *"less revenue from received from other revenue streams such as ancillary services"*, 8 *"income from hosting fee from fibre optics laid on top of the EWIC"*, 27, para 9 – *"the operational costs of the fibre optic business is a matter for EirGrid and is not recovered through TUoS or under this submission. However, the fibre optic business is utilising the regulated asset."* Para 9.1. Note: TUoS stands for "Transmission Use of System". See Add Board Pleanala - Strategic Infrastructure Development Order (Link to Order).	Electricity can be traded between Ireland and GB through the interconnector. Traders can buy into supplies. Irish Order terms indicate the purpose of the fibre is "primarily" to control operation of the interconnector (see links in Planning Permission column).

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
						"PROPOSED DEVELOPMENT….third duct containing a fibre optic cable primarily to control the operation of the interconnector."	
5.	**NEMO** National Grid (GB Developer) Elia (Belgian Developer)	No	No	**Thanet District Council** F/TH/13/0760 R/TH/16/0128 - Link **Dover District Council** DOV/13/00759 Link	HVDC / HVAC / Fibre Optic	ES Update Reserved Matters for R/TH/16/0128 at para 1.4 – *"National Grid Nemo Link Limited obtain consent on 19th December 2013 for a hybrid proposal comprising… HDVC, HVAC and fibre optic cables – all matters provided."* Ofgem Con report indicates fibre optic cables *"exclusively for the operation of the interconnector"* – para 10.1 Link.	No references to fibre optic cables in the Decision Notices. Addendum ES refers to Fibre Optic (see Telecommunications column). Ofgem report indicates fibre would be used to support the operation of the interconnector (see link in Telecommunications column), and fibre optic cables *"exclusively for the operation of the interconnector"* – para 10.1 Link.
6.	**ElecLink** ElecLink (Wholly owned subsidiary of GetLink company which owns the Channel Tunnel) EU Project of Common Interest	No	No	**Shepway District Council now known as Folkestone & Hythe District** Council granted Planning Permission for Converter Station alone: Link. **Planning Permission for Cable Route** Statutory undertakers Elec Link granted permitted development rights for cable route from National Grid to converter. And see notes re Wayleave. See Planning Section of Elec Link info sheet - p. 5&6. Link.	HVDC	No technical information identified relating to telecommunications.	**Wayleave** From Converter Station to France, Elec Link entered into Wayleave Agreement with Eurotunnel. No express terms permit use of fibre optic cables for commercial telecommunications.
7.	**IFA2** RTE (French Developer) National Grid (GB Developer)	No	No	**Fareham Borough Council:** Outline Planning Permission – P16/055/OA – granted 23 Jan 2017. Reserved Matters ("RM") – P/17/0835/RM – detailed designs of IFA2 converter. RM – P/17/0834/RM – area of public open space around converter. FPP – P/16/0557/DP/A granted 25 Sep 2017 subject to conditions (see notes).	Either Cross Linked Polyethylene (XLPE) or Mass Impregnated Non Draining (MIND) HVDC cables or XLPE HVAC cables. p. 11 of PDF – follow link IFA2.	**HRA** refers to Fibre Optic installation 1.4.12 & 1.4.13 (p.88 of PDF).	Decision Notices relevant to the specification of the cable are not identifiable on Fareham BC's website. Approved planning conditions not relate to fibre optic cables. See: P/16/0557/DP/A - Condition 10: Scheme of external lighting to the converter station - Condition 11: Audible and Noise Assessment - Condition 12: Audible and Noise Assessment

APPENDIX 2

AQ DCO Deadline 4: 17 Nov 2020

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
				FPP – P/16/0557/DP/B granted 25 Sept 2017 subject to conditions (see notes).			- Condition 14: Radio and Telecoms Interference and Electro Magnetic Fields from the Converter Station plan - Condition 22: Construction Traffic Management Plan P/16/0557/DP/B - Condition 9a and 9b Converter Station Drainage - Condition 28a and 28b TV and Radio Reception HRA refers to Fibre Optic cable but unable to find any indication it's used for commercial purposes (see link in Telecommunications column).
8.	**NSL** Statnett (Norwegian Developer) National Grid North Sea Limited (UK Developer)	No	CPO authorised by Secretary of State: "The National Grid North Sea Link Limited (East Sleekburn) Compulsory Purchase Order 2016".	All docs consolidated on to one page with links: https://northsealink.com/en/documents/ **Northumberland County Council:** Non Material Amendments approval - 16/01588/NONMAT 13/03524/OUTES	HVDC subsea and onshore. HVAC underground from converter to Gas Insulated Switchgear (GIS).	**Environmental Statement** Link P5-5 on p39 of PDF – *"A fibre optic Distributed Temperature Sensing System may be installed in association with each marine cable for monitoring and control purposes."*	No express terms in Orders permitting use of fibre optic cabling for commercial telecommunications purposes (nor description of same in ES (see link to ES in Telecommunications column). CPO Link CPO terms: Para 3(a) gives "the acquiring authority" rights *"necessary to construct and place new electricity interconnector infrastructure…"* Para 3(h) gives the same authority the right to carry out any *"activities ancillary or incidental thereto"*.
9.	**Greenlink** Greenlink Interconnector Limited (Irish Developer) UK is the other jurisdiction we are concerned with.	No	CPO authorised by Secretary of State: "Greenlink Interconnector Limited (Greenlink, Pembroke) Compulsory Purchase Order 2020."	**Pembrokeshire County Council** Outline Planning Permission – Ref: 20/0041/PA: Link. Planning Permission - Ref: 20/0044/PA - Link– for fibre optic cables.	HVDC, HVAC and Fibre Optic	**Environment Summary – Non Technical Statement** Link p.5 - Para 1.2.3 of ES – ""*The ES, to which this NTS relates covers the Welsh Onshore components of Greenlink… to the connection with the National Grid substation, located within the Pembroke Power Station in Pembrokeshire. This is the defined as the Proposed Development and includes… underground electricity and fibre optic cables"* See para 2 on p10 of ES re Fibre Optic Cables *"for control and communication purposes, laid underground with the HVDC and HVAC cables*"	No express terms in Orders permitting use of fibre optic cabling for commercial telecommunications purposes (nor description of same in ES (see link to ES in Telecommunications column). CPO terms: S1 – *"the acquiring authority…. Authorised to purchase compulsorily the land and new rights over the land described in para 2 and 3 (the Order Land) for the purpose of the construction, use and maintenance of an electricity interconnector comprising underground cables, converter station and associated development to facilitate the*

APPENDIX 2

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
						Design Access Statement DAS Link. See p.55&56 particularly para 4.5.39 – *"the fibre optic cable system would be used for the following applications:* • *Communications and control; and* • *Monitoring temperatures of the cable system along the route"*	*transfer of electrical power between the UK and the ROI."* S3 – *"new rights authorised to be purchased compulsorily… are described in the Schedule"* The Schedule defines *"Electricity Interconnector Infrastructure"* as including "*fibre optic cables and other communication cables … and other underground or over ground works associated with or ancillary to such cables"* Para 1 of the Schedule gives the right to use the Electricity Interconnector Infrastructure Para 9 of the Schedule gives the right to carry out *"any activities ancillary or incidental hereto"*
10.	**FABLink** RTE (French Developer) FAB Link Limited (UK Developer) EU Project of Common Interest Construction due to begin 2021.	No	CPO authorised by Secretary of State: has been made – Link.	**East Devon District Council** An application for a Certificate of Lawful Development for a proposed use or development was made under S192 of TCPA 1990 (as amended), Town and Country Planning (Development Management Procedure)(England) Order 2015. No mention of Fibre Optic / Telecommunication on CLEUD application.	XLPE or MIND plus Fibre Optic Cables	**UK cable route environmental risk assessment report** Link 2-9 & 2-10 para 2.31 - *"Fibre Optic cables will also be laid for control signalling purposes associated with the operation of the interconnector."* A website link provides information at: https://www.fablink.net/faq/ *See question: "What are the benefits of the FAB Link Project for Alderney":* *"The electricity cables also utilise fibre optic cables for the control systems of the FAB Link Project – there will be significant spare capacity in the system which will be made available to the operators on the Island by ARE. This will provide existing and future generations with the opportunity to access significantly improved infrastructure necessary to attract e-commerce business in accordance with the aims of the Land Use Plan".*	No mention of commercial use in in the CPO or CLEUD terms. CPO terms restrict acquisition rights (and their purpose) of acquiring authority to: *"lay, construct, inspect, use, maintain, renew, replace, repair, remove, decommission, protect, test, improve and upgrade electric cables for transmitting electricity and fibre optic cables for the transmission of data associated with the transmission of electricity together with all ancillary equipment (including but not limited to access chambers, manholes and marker posts) associated works, connections to other electric cables and other conducting media and all the ducts, conduits, gutters or pipes for containing them to be laid (so far as not already in existence) (in this Schedule referred to as "the Works");"* Developer's website describes intention to sell excess capacity in fibre optics to operators on Island of Alderney (see link to FABLink website in Telecommunications column).
11.	**NeuConnect** NeuConnect (German Developer)	No	No	No. **Medway Council** Link to application docs MC/19/3015.	Offshore with be x 2 HVDC plus Fibre Optic Cables	**Public Information Leaflet** "**Proposals for NeuConnect Interconnector"** Link The offshore cable will comprise two high-voltage DC subsea cables, together with a fibre-optic	Fibre optics will be laid but not for commercial telecoms purposes (see link to Public Information Leaflet and ES in Telecommunications column).

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
	UK is the other jurisdiction we are concerned with.			Planning application submitted 14 Nov 2019 (undetermined).		cable of a much smaller diameter and operational control. Para 3.60, p.3-10, of ES Main Report Link submitted to Medway Council – *"alongside the DC cables there will also be up to four fibre cables, a temperature sensor and an optic cable"*	
12.	**NorthConnect** JV between 4 publicly owned Scandinavian Companies. Jurisdictions we are concerned with are UK and Norway.	No	No	**Aberdeenshire Council** Full Planning Permission relating to landing of cables – APP/2018/1831 (no mention of fibre optic cables). Planning Permission relating to Converter Station and HVAC cable connecting to Peterhead Power station APP/2015/1121 & substation ENG/2014/2818. **Marine Scotland** Link to decision notice for marine licence where para 1.3 refers to fibre optic cable.	X 2 HVDC plus a fibre optic cable	**Non-technical summary** Link Para 2.4.1 – *"A fibre optic cable will be installed along with two HVDC cables, so there can be instant communication between the two converter stations in Scotland and Norway… The fibre optic cable… will connect into the wider Norwegian fibre optic network".* **Environment Impact Report** Link P24-4, Chapter 24: Resource Usage and Waste. Repeats the cable is for communication between converter stations.	Fibre optics will be laid but not for commercial telecoms purposes (see link to Non-Technical Summary and Marine Licence Decision in Telecommunications column) but please note this will connect into the wider Norwegian network.
13.	**Atlantic Super Connection** Relevant jurisdictions are Iceland and UK.	No	No	Not found/no.	HVDC	No technical information identified relating to telecommunications.	Atlantic Super Connection is currently undertaking an assessment of the ports in the NE of England to find the best potential sites for the facility. Appears the project remaining an intention. Technical information not identified.
14.	**IceLink** Relevant jurisdictions are Iceland and UK.	No	No	No. Still at feasibility stage.	HVDC.	No technical information identified relating to telecommunications.	Appears the project remaining an intention. Technical information not identified.
15.	**Nautilus** Relevant jurisdictions are Belgium and UK.	Yes – pre app stage	No. (Pre app stage. Application for DCO expected 2022).	No.	HVDC / HVAC	Preliminary Environmental Information Report not published. Environmental Statement to be published.	Technical information not identified.
16.	**COBRA**	N/A	N/A	Rasmus Helveg Petersen, Danish Minister for Climate Energy and	HVDC / HVAC / Fibre	According to Energinet, *"In addition to power transmission, the submarine cable also provides a brand new low latency and high capacity*	Technical information not identified. Energinet's Website describes that the excess capacity in the fibre optic cable is being used

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
	TenneT (Dutch Developer) Energinet.dk (Danish Developer) EU Project of Common Interest Operational since 2019.			Building approved plans for the cable in 2014 Link.		*connection for data traffic between the Nordics and Western Europe"* *"The cable… has been primarily installed to control the interconnection with Danish company, Energinet, and Dutch company, Relined Fiver Network, being responsible for leasing out the extra capacity for commercial purposes."* *"Norwegian infrastructure company Tampnet, which owns and operates the world's largest offshore high capacity communication optical fibre network, is the first company to make use of this new connection."* *7 November 2019* Link *"In order to exchange the necessary data information about the COBRAcable, a fibre-optic data link will be installed alongside the interconnector itself. The purpose of this data cable is to facilitate communications between the two converter stations in the Netherlands and Denmark. It can also be used for a number of technical purposes, such as possible failure location and possible vessel identification (in case of damage to the cable) and registering the temperature of the COBRAcable. In future, this fibre-optic link can also be used to connect offshore wind farms to the telecommunications network. The data cable's remaining capacity will be made available to the market."* *23 September 2016* Link	by commercial customers (see links in Telecommunications column).
17.	**Celtic Interconnector** EIRGRID – Irish Developer (State Owned) Reseu de Transport (RTE) – French Developer	N/A	N/A	No. Planning process intended to begin at the end of 2020.	HVDC / Fibre	Project Website – *"The Celtic Interconnector will bring many benefits for France, Ireland and the EU if built. It will:* • *Allow 700MW (megawatts) of electricity to move between the countries…* • *Provide a direct telecommunications fibre optic link between Ireland and France"* Cable Brochure , diagrams on p6 show "Communication Cable Ducts"	Project remains an intention. Developer appears to be currently deciding where the Interconnector should be built. Planning process intended to begin at the end of 2020 and continue until 2022. Project Website indicates the interconnector will also provide telecoms (see link in Telecommunications column).
18.	**Viking**	No	CPO authorised by Secretary of State:	Yes.	HVDC / HVAC / Fibre	**UK Onshore ES** Link	Fibre optic cables will be laid but not for commercial telecoms purposes (see links to Planning Permissions (2) – (4) and the ES).

PROJECT NO.	PROJECT INFO	NSIP? (Yes / No)	NATIONAL ORDER: E.G. DCO / SI / OTHER	PLANNING PERMISSION RELATING TO CABLES?	CABLE-TYPE	WHETHER, & PURPOSE OF, TELECOMMUNICATIONS	NOTES & RESTRICTIONS ON PURPOSE/USE
	Energinet (Danish Developer) National Grid (GB Developer) Project of Common Interest		"National Grid Viking Link Limited (Viking Link Interconnector) Compulsory) Purchase Order 2019. Link to Order.	(1) Boston Borough Council (Ref: B/17/0340) Link (2) North Keveston DC (Ref: 17/1200/FUL) Link – permits *"installation of fibre-optic cable(s) with the high voltage AC and DC cables"* (3) Holland DC (Ref: H04-0823-17) - Link – permits *"installation of fibre-optic cable(s) with the high voltage AC and DC cables"* (4) East Lydney DC Planning Appeal Decision (Ref: APP/D2510/W/18/3208088) - Link – appeal allowed and development permitted for work including "*the installation of fibre-optic cables with DC cables"*		P.3 para 1.3.1 – *"installation of fibre-optic cable(s) with high voltage AC and DC cables for the purpose of monitoring cable performance."* P.7 para 2.3.2 – *"from TJP… up to three fibre optic cables (two for monitoring the performance of the DC cables and one for communications between the proposed converter stations in Great Britain and Denmark"* P.44 para 2.4.14 – *"two trenches within which AC and fibre optic cables will be installed."*	S.1 of the CPO terms entitle: *"carrying on the activities authorised by its licence under the 1989 Act, and more particularly for the purpose of a high voltage direct current electrical interconnector, including a converter station at North Ing Drove, and a high voltage alternating current connection to the National Grid Electricity Transmission Plc substation at Bicker Fen, and associated works, to facilitate the transfer of electrical power between the United Kingdom and Denmark."*
19.	**GridLink** Gridlink Interconnector Ltd (UK) France is the other relevant jurisdiction. Project of Common Interest	No	No	No. Non-Technical Summary of Environmental Statement refers to applications for Development Consents, para 1.4 (p.4) Link. Development Consent applications were to be submitted in October 2020. Applications appear not submitted as at November 2020. Article written 8 September 2020 suggests application for planning permission will be made to Medway Council (instead of for a DCO). Link.	HDVC / HVAC / Fibre	Non-Technical Summary – p.18 Link *"A smaller fibre-optic cable will be included with the bundled HVDC cables for monitoring and control purposes".* Marine Environment Appraisal Link p.8 para 2.4 *"A smaller fibre-optic cable will be included with the bundled HVDC cables for monitoring and control purposes".* Gridlink Website – Subsea and Onshore HVDC Cable Design Link – *"A smaller fibre-optic cable will be included with the bundled HVDC cables for monitoring and control purposes."* Onshore HVAC Cable Design – Drawing shows fibre optic cable - Link No onshore available ES yet published.	From limited technical information available, fibre optic cables will be laid but not for commercial telecoms purposes (see link to Non-Technical Summary).

APPENDIX 3

ELECTRICITY ACT 1989
SECTION 6(1)(e)

ELECTRICITY INTERCONNECTOR LICENCE

FOR

Aquind Limited

PART I. TERMS OF THE LICENCE

1. This licence, granted under section 6(1)(e) of the Electricity Act 1989 ("the Act"), authorises Aquind Limited (a company registered in England and Wales under company number 06681477) ("the licensee") whose registered office is situated at Ogn House, Hadrian Way, Wallsend, NE28 6HL, United Kingdom to participate in the operation of the electricity interconnector specified in Schedule 1 during the period specified in paragraph 3 below, subject to -

   (a) the standard conditions of electricity interconnector licences referred to in –

      (i) paragraph 1 of Part II below, which shall have effect in the licence; and

      (ii) paragraph 2 of Part II below which shall only have effect in the licence if brought into effect or back into operation in accordance with the provisions of standard condition 12,

   subject to such amendments to those conditions, if any, as are set out in Part III below (together "the conditions");

   (b) the special conditions, if any, set out in Part IV below ("the special conditions"); and

   (c) such Schedules hereto as may be referenced in the conditions, the special conditions or the terms of the licence.

2. This licence is subject to transfer, modification or amendment in accordance with the provisions of the Act, the special conditions or the conditions.

3. This licence shall come into force on 9 September 2016 and unless revoked in accordance with the provisions of Schedule 2 shall continue until determined by not less than 25 years' notice in writing given by the Authority to the licensee. Such notice must not be served earlier than a date being ten years after the licence comes into force.

4. The provisions of section 109(1) of the Act (service of documents) shall have effect as if set out herein and as if for the words "this Act" there were substituted the words "this licence".

5. Without prejudice to sections 11 and 23(1) of the Interpretation Act 1978, Parts I to IV inclusive of, and the Schedules to this licence shall be

interpreted and construed in like manner as an Act of Parliament passed after the commencement of the Interpretation Act 1978.

6. References in this licence to a provision of any enactment, where after the date of this licence -

   (a) the enactment has been replaced or supplemented by another enactment, and

   (b) such enactment incorporates a corresponding provision in relation to fundamentally the same subject matter,

   shall be construed, so far as the context permits, as including a reference to the corresponding provision of that other enactment.

The Official Seal of the Gas and Electricity Markets Authority hereunto affixed is authenticated by:-

.....

Lesley Nugent
Authorised in that behalf by the Gas and Electricity Markets Authority

LS

9 September 2016

PART II. THE STANDARD CONDITIONS

1. Standard conditions in effect in this licence

Section A	Section B	Section C	Section D	Section E	Section F
Standard condition 1	Standard condition 3	Standard condition 9	Standard condition 10	Standard condition 15	Standard condition 19
	Standard condition 4		Standard condition 11	Standard condition 16	Standard condition 20
	Standard condition 5		Standard condition 11A	Standard condition 17	Standard condition 21
	Standard condition 6		Standard condition 12	Standard condition 18	Standard condition 22
	Standard condition 7		Standard condition 14		Standard condition 23
	Standard condition 8				

2. Standard conditions not in effect or suspended from operation in this licence

There are no standard conditions not in effect in this licence.

Note: A copy of the standard conditions of electricity interconnector licences as determined by the Secretary of State together with subsequent modifications can be inspected at the principal office of the Authority. The above lists are correct at the date of this licence but may be changed by subsequent modifications to the licence.

PART III. AMENDED STANDARD CONDITIONS PARTICULAR TO THIS LICENCE

There are no amendments to the standard conditions.

PART IV. SPECIAL CONDITIONS

There are no special conditions.

SCHEDULE 1

SPECIFIED AREA OF LICENCE

Aquind Limited interconnector between Great Britain (Lovedean Substation, Waterlooville) and France (Barnabos Substation).

SCHEDULE 2

REVOCATION

1. The Authority may at any time revoke the licence by giving no less than 30 days' notice (24 hours' notice, in the case of a revocation under sub-paragraph 1(f)) in writing to the licensee:

   (a) if the licensee agrees in writing with the Authority that the licence should be revoked;

   (b) if any amount payable under standard condition 2 (Payments by the Licensee to the Authority) is unpaid 30 days after it has become due and remains unpaid for a period of 14 days after the Authority has given the licensee notice that the payment is overdue - provided that no such notice shall be given earlier than the sixteenth day after the day on which the amount payable became due;

   (c) if the licensee fails:

      (i) to comply with a final order (within the meaning of section 25 of the Act) or with a provisional order (within the meaning of that section) which has been confirmed under that section and (in either case) such failure is not rectified to the satisfaction of the Authority within three months after the Authority has given notice in writing of such failure to the licensee - provided that no such notice shall be given by the Authority before the expiration of the period within which an application under section 27 of the Act could be made questioning the validity of the final or provisional order or before the proceedings relating to any such application are finally determined; or

      (ii) to pay any financial penalty (within the meaning of section 27A of the Act) by the due date for such payment and such payment is not made to the Authority within three months after the Authority has given notice in writing of such failure to the licensee - provided that no such notice shall be given by the Authority before the expiration of the period within which an application under section 27E of the Act could be made questioning the validity or effect of the financial penalty or before the proceedings relating to any such application are finally determined;

   (d) if the licensee fails to comply with:

      (i) an order made by the court under section 34 of the Competition Act 1998;

(ii) an order made by the Authority under sections 158 or 160 of the Enterprise Act 2002;

(iii) an order made by the Competition Commission under sections 76, 81, 83, 84 and 161 of the Enterprise Act 2002;

(iv) an order made by the Secretary of State under sections 66, 147, 160 or 161 of the Enterprise Act 2002;

(e) if the licensee:

(i) has not commenced participation in the operation of the interconnector to which this licence relates within 3 years of the date on which the licence comes into force;

(ii) has ceased to participate in the operation of the interconnector to which this licence relates;

(f) if the licensee:

(i) is unable to pay its debts (within the meaning of section 123(1) or (2) of the Insolvency Act 1986, but subject to paragraphs 2 and 3 of this schedule) or has any voluntary arrangement proposed in relation to it under section 1 of that Act or enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Authority);

(ii) has a receiver (which expression shall include an administrative receiver within the meaning of section 251 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed;

(iii) has entered administration under section 8 of and Schedule B1 to the Insolvency Act 1986;

(iv) passes any resolution for winding-up other than a resolution previously approved in writing by the Authority; or

(v) becomes subject to an order for winding-up by a court of competent jurisdiction;

(g) if the licensee is incorporated or has assets in a jurisdiction outside England and Wales and anything analogous to any of the events specified in sub-paragraph (f) occurs in relation to the licensee under the law of any such jurisdiction; or

2. For the purposes of sub-paragraph 1(f)(i), section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for "£750" there was substituted "£100,000" or such higher figure as the Authority may from time to time determine by notice in writing to the licensee.

3. The licensee shall not be deemed to be unable to pay its debts for the purposes of sub-paragraph 1(f)(i) if any such demand as is mentioned in section 123(1)(a) of the Insolvency Act 1986 is being contested in good faith by the licensee with recourse to all appropriate measures and procedures or if any such demand is satisfied before the expiration of such period as may be stated in any notice given by the Authority under paragraph 1.

4. The Authority may at any time revoke the licence by giving no less than 7 days' notice in writing to the Licensee where the Authority is satisfied that there has been a material misstatement (of fact) by, or on behalf of the Licensee, in making its application for the Licence.

APPENDIX 4

ELECTRICITY INTERCONNECTOR LICENCE: STANDARD CONDITIONS

TABLE OF CONTENTS – ELECTRICITY INTERCONNECTOR LICENCE

Part II – THE STANDARD CONDITIONS

PART II - SECTION A: INTERPRETATION, APPLICATION AND PAYMENTS

Condition 1. Definitions and interpretation

1. In these licence conditions unless the context otherwise requires:

"Access Rules"	means methodologies used to establish terms and conditions for access to (including use of) the licensee's interconnector but not including those related to charges
the "Act"	means the Electricity Act 1989
the "Agency"	means the European Union Agency for the Cooperation of Energy Regulators established by Regulation (EU) 2019/942 of the European Parliament and of the Council of 5 June 2019 establishing a European Union Agency for the Cooperation of Energy Regulators (recast);
"ancillary service"	means a service necessary for the operation of the licensee's interconnector or an interconnected system
the "Authority"	means the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000
"BSC"	means the balancing and settlement code provided for in paragraph 1 of standard

	condition C3 (Balancing and Settlement Code (BSC)) of the transmission licence, as from time to time modified in accordance with that condition
"CUSC"	means the Connection and Use of System Code provided for in paragraph 2 of standard condition C10 (Connection and Use of System Code (CUSC)) of the transmission licence, as from time to time modified in accordance with that condition
the "Directive"	means Directive 2009/72/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in electricity and repealing Directive 2003/54/EC
"GB system operator"	means the holder for the time being of a transmission licence in relation to which licence the Authority or the Secretary of State, where appropriate, has issued a Section C (system operator standard conditions) Direction and where Section C remains in effect (whether or not subject to any terms included in a Section C (system operator standard conditions) Direction or to any subsequent variation of its terms to which the transmission licensee may be subject)
"Grid Code"	means the grid code required to be drawn up by the GB system operator pursuant to

	standard condition C14 (Grid Code) of the transmission licence, as from time to time revised with the approval of the Authority
"information"	includes (without limitation) any documents, accounts, estimates, returns, records or reports and data (whether in written, verbal or electronic form) and/or information in any form or medium whatsoever (whether or not prepared specifically at the request of the Authority) of any description specified by the Authority
"integrated transmission system"	means a system which includes both transmission and interconnection and which the regulatory authority, for the purpose of setting and/or approving system tariffs and/or a tariff or charging methodology, does not draw a distinction between usage of the transmission and the interconnection forming part of that system
"interconnected system"	means a system of a relevant system operator with which the licensee's interconnector is connected or with which the licensee interfaces
"interconnector capacity"	means all interconnector capacity, including new interconnector capacity, which is available over the licensee's interconnector

"licensee's interconnector"	means the electricity interconnector specified in Schedule 1 to this licence which the licensee is authorised to participate in the operation of by virtue of this licence
"new interconnector capacity"	means physical capacity, or new capacity product, which is made available over the licensee's interconnector on or after 3 March 2011
the "Regulation"	means Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity (recast)
"regulatory authority"	means any body (other than the Authority) designated by a Member State whose responsibilities include the oversight or regulation of any of the activities or matters covered by this licence
"related undertaking"	has the meaning given to it in Article 2 of the Directive
"relevant system operator"	means a transmission system operator or distribution system operator where such phrases shall have the meaning given to them in Article 2 of the Directive
"Scottish grid code"	means any grid code which any transmission licensee other than the GB system operator is obliged to maintain pursuant to its licence
"transmission licence"	means a licence granted or treated as granted under section 6(1)(b) of the Act

"transmission licensee"	means a person who holds a transmission licence

2. Any words or expressions used in Part I of the Act, the Utilities Act 2000 or the Energy Act 2004 shall, unless the contrary intention appears, have the same meaning when used in these conditions.

3. Except where the context otherwise requires, any reference to a numbered condition (with or without a letter) or Schedule is a reference to the condition or Schedule (with or without a letter) bearing that number in this licence, and any reference to a numbered paragraph (with or without a letter) is a reference to the paragraph bearing that number in the condition or Schedule in which the reference occurs, and reference to a Section is a reference to that Section in these conditions.

4. These conditions shall have effect as if, in relation to a licensee who is a natural person, for the words "it", "its" and "which" there were substituted the words "he", "him", "his", and "whom", and similar expressions shall be construed accordingly.

5. Except where the context otherwise requires, a reference in a condition to a paragraph is a reference to a paragraph of that condition and a reference in a paragraph to a sub-paragraph is a reference to a sub-paragraph of that paragraph.

6. Any reference in these conditions to:

   (a) a provision thereof;

   (b) a provision of the standard conditions of electricity supply licences;

   (c) a provision of the standard conditions of electricity distribution licences;

   (d) a provision of the standard conditions of electricity transmission licences; or

   (e) a provision of the standard conditions of electricity generation licences,

   shall, if these conditions or the standard conditions in question come to be modified, be construed, so far as the context permits, as a reference to the

corresponding provision of these conditions or the other standard conditions in question as modified.

7. In construing these conditions, the heading or title of any condition or paragraph shall be disregarded.

8. Any reference in a condition to the purposes of that condition generally is a reference to the purposes of that condition as incorporated in this licence and as incorporated in each other licence under section 6(1)(e) of the Act (whenever granted) which incorporates it.

9. Where any obligation placed on the licensee under this licence is required to be performed by a specified date or time, or within a specified period, and where the licensee has failed so to perform by such date or time, or within such period, such obligation shall continue to be binding and enforceable after the specified date or time, or after the expiry of the specified period (but without prejudice to all rights and remedies available against the licensee by reason of the licensee's failure to perform by that date or time, or within that period).

10. Anything required by or under these conditions to be done in writing may be done by facsimile transmission of the instrument in question or by other electronic means and, in such case:

    (a) the original instrument or other confirmation in writing shall be delivered or sent by pre-paid post as soon as is reasonably practicable, and

    (b) where the means of transmission had been agreed in advance between the parties concerned, in the absence of and pending such confirmation, there shall be a rebuttable presumption that what was received duly represented the original instrument.

11. The definitions referred to in this condition may include some definitions which are not used or not used exclusively in Sections A, B, C, D, E, F, or G (which sections are incorporated in all electricity interconnector licences). Where:

    (a) any definition is not used in Sections A, B, C, D, E, F, or G that definition shall, for the purposes of this licence, be treated:

(i) as part of the condition or conditions (and the Section) in which it is used; and

(ii) as not having effect in the licence until such time as the condition in which the definition is used has effect within the licence in pursuance of that condition;

(b) any definition which is used in Sections A, B, C, D, E, F, or G and is also used in one or more other Sections:

(i) that definition shall only be modifiable in accordance with the modification process applicable to each of the conditions in which it is used; and

(ii) if any such condition is modified so as to omit that definition, then the reference to that definition in the condition shall automatically cease to have effect.

Condition 1A. Application of Section G

1) The standard conditions in Section G (in whole or in part) shall not have effect in this licence; and the licensee shall not be obliged to comply with the requirements of Section G (in whole or in part) of this licence until the Authority has issued to the licensee a direction in accordance with paragraph 2 of this condition.

2) The Authority may issue a direction (a "Section G (Cap and Floor Conditions) Direction") to the licensee specifying that the standard conditions in Section G (in whole or in part) shall have effect within this licence from the date and to the extent specified in the direction.

3) The Authority may issue a direction to the licensee to vary the terms (as set out in the Section G (Cap and Floor Conditions) Direction) under which Section G (or parts thereof) has effect in this licence or to provide for Section G (or parts thereof) to cease to have effect in this licence.

4) The variation or cessation provided for in paragraph 3 of this condition shall take effect from the date specified in the variation or cessation direction issued to the licensee by the Authority.

5) With effect from the cessation referred to in paragraph 4 of this condition, paragraphs 2 to 4 of this condition shall be suspended and shall cease to have effect in this licence, in respect of Section G to the extent specified in the cessation direction, but the Authority may at any time thereafter give to the licensee a notice ending the suspension and providing for those paragraphs again to have effect in the licence with effect from the date specified in the notice.

6) Before issuing a direction under paragraphs 2 and 3 of this condition, the Authority will:

   (a) give notice to the licensee that it proposes to issue a direction specifying:

      (i) the date on which it proposes the direction to take effect;

      (ii) the text of the direction and the Authority's reasons for proposing to issue the direction; and

(iii) the time (which will not be less than a period of 28 days from the date of the notice) within which representations in response to the Authority's proposal may be made; and

(b) consider any representations in response to the notice that are duly made and not withdrawn.

Condition 2. Not used.

PART II – SECTION B: GENERAL

Condition 3. Compliance with codes

1. The licensee shall become a party to the BSC and the CUSC and shall comply with the provisions of the same in so far as applicable to it.
2. The licensee shall comply with the requirements of the Grid Code, Scottish grid code and the Distribution Code in so far as applicable to it.
3. The Authority may (following consultation with the relevant transmission licensee or licensed distributor, as appropriate responsible for such code and such other persons as the Authority considers appropriate) issue directions relieving the licensee of its obligations under paragraph 1 and/or paragraph 2 in respect of such parts of the BSC, CUSC, Grid Code, relevant Scottish grid code and/or Distribution Code, to such extent and subject to such conditions as may be specified in those directions.
4. The licensee will cooperate with the Authority and/or any person(s) appointed by the Authority or appointed pursuant to a direction of the Authority, to undertake any reasonable requests in relation to planning, project assurance and/or coordination/systems integration in order to give full effect to the conclusions of a Significant Code Review.
5. Such cooperation may include but not be limited to:
    a) the sharing of such information as reasonable, and constructive participation in industry engagement in order to undertake appropriate planning of changes to IT systems or industry standard operational processes system changes pursuant to the conclusions of a Significant Code Review;
    b) the provision of such data as may be identified and reasonably requested in order to undertake testing and/or the population of any new central systems;
    c) the preparation and cleansing of such data as may reasonably be requested in order to facilitate live operation of the new central system;
    d) the provision of test scripts and results of any testing as may be requested by any person appointed to assure the success of any testing;

e) all reasonable steps to:

i) meet key programme milestones for the completion of any action(s) assigned to the licensee;

ii) adhere to any remedial plan put in place to address any issues, delays or slippage that may impact the licensees ability to meet programme milestones, to the extent that failure to do so may jeopardise the successful and timely implementation of the programme;

iii) identify any dependencies that the licensee may have upon agents or other third-parties and secure the necessary support from such parties; and,

iv) promptly escalate and/or resolve any disputes that if unresolved may jeopardise the fulfilment of these obligations.

6. In this condition:

"Distribution Code"	means any distribution code required to be prepared by a licensed distributor pursuant to standard condition 9 (Distribution Code) of a distribution licence and approved by the Authority and revised from time to time with the approval of the Authority
"distribution licence"	means a distribution licence as granted under section 6(1)(c) of the Act
"licensed distributor"	means a person who holds a distribution licence
"Significant Code Review"	means a review of matters in relation to its principal objective and/or general duties (under section 3A of the Electricity Act or section 4AA of the Gas Act), statutory functions and/or relevant obligations arising under EU law, which the Authority considers are likely to

relate to one or more of the documents referred to in this condition, or to which the licensee is required under this licence to be a party, and concerning which the Authority has consulted upon and issued a Notice to the parties stating that the review will constitute a Significant Code Review.

Condition 4. Provision of information to the Authority

1. Subject to paragraphs 2 and 4 below, the licensee shall furnish to the Authority, in such manner and at such times as the Authority may reasonably require, such information and shall procure and furnish to it such reports, as the Authority may reasonably require or as may be necessary for the purpose of performing**:**

   (a) the functions conferred on the Authority by or under the Act;

   (b) any functions transferred to or conferred on the Authority by or under the Utilities Act 2000;

   (c) any functions conferred on the Authority by or under the Energy Act 2004; and

   (d) any functions conferred on the Authority by or under the Regulation.

   The licensee shall not be required by the Authority to furnish it under this condition with information for the purpose of the exercise of the Authority's functions under section 47 of the Act.

2. The licensee shall, if so requested by the Authority, give reasoned comments on the accuracy and text of any information or advice (so far as relating to its activities as holder of an electricity interconnector licence) that the Authority proposes to publish pursuant to section 48 of the Act.

3. This condition shall not require the licensee to produce any documents or give any information which it could not be compelled to produce or give in evidence in civil proceedings before a court.

4. The power of the Authority to call for information under paragraph 1 is in addition to the power of the Authority to call for information under or pursuant to any other condition. There shall be a presumption that the provision of information in accordance with any other condition is sufficient for the purposes of that condition, but that presumption shall be rebutted, if the Authority states in writing that in its opinion such further information is, or is likely to be, necessary to enable it to exercise functions under the condition in question.

Condition 5. Information regarding technical rules, operation and co-ordinated development

1. In order to promote effective competition and the efficient functioning of the internal market, if so directed by the Authority the licensee shall:

   (a) define the technical safety criteria and technical rules establishing the minimum technical design and operational requirements for connection by users to the interconnector. The technical rules shall ensure the interoperability of systems and be objective and non-discriminatory; and

   (b) publish the technical safety criteria and technical rules described in sub-paragraph (a) above, at least on its website.

2. To the extent not already published pursuant to paragraph 1 above, the licensee shall furnish to any relevant transmission licensee, any relevant distribution licensee or any operator of an interconnected system, information concerning the operation and technical specifications of the licensee's interconnector in such manner and at such times as may reasonably:

   (a) be required by a relevant transmission licensee or relevant distribution licensee to enable it to comply with its obligations under its own licence or applicable industry codes;

   (b) be specified in directions issued from time to time by the Authority to the licensee for the purpose of sub-paragraph (a) above, having taken into consideration any representations made to the Authority by the licensee and any relevant transmission licensee or relevant distribution licensee, and in accordance with any conditions contained in such directions; or

   (c) be required by the operator of an interconnected system for the purposes of ensuring the secure and efficient operation of the interconnected system and its coordinated development and interoperability with the licensee's interconnector.

3. The licensee shall be entitled to refuse to disclose an item of information under paragraph 1, sub-paragraph 2(a) and/or sub-paragraph 2(c)on the grounds that its disclosure would seriously and prejudicially affect the commercial interests of the licensee unless and until the Authority, by notice in writing given to the licensee,

directs it to provide that item of information on the ground that provision thereof is necessary or expedient for the purpose mentioned in paragraph 1, sub-paragraph 2(a) and/or sub-paragraph 2(c).

4. This condition shall not require the licensee to produce any documents or give any information which it could not be compelled to produce or give in evidence in civil proceedings before the court.

5. Sub-paragraph 2(a) and 2(c) shall not apply in respect of any relevant transmission licensee, any relevant distribution licensee or any operator of an interconnected system which has not established, whether in pursuance of a licence condition or otherwise, effective arrangements designed to secure that information provided in pursuance of this condition is not communicated, directly or indirectly, to any electricity generator or electricity supplier.

6. In this condition:

"relevant distribution licensee"	means any distribution licensee to whose system the licensee's interconnector is connected
"relevant transmission licensee"	means any transmission licensee to whose system the licensee's interconnector is connected or with whom the licensee interfaces as a relevant system operator

Condition 6. Separation of accounts

1. The licensee shall, in their internal accounting, keep separate accounts for each of their electricity activities: interconnection; generation; transmission (in the instance of an integrated transmission system, this will also include interconnection activities); distribution; and supply activities as if such activities were carried out by separate undertakings, to avoid discrimination, cross-subsidisation and the distortion of competition between these activities.

Condition 7. Compulsory acquisition of land etc

1. The powers and rights conferred by or under the provisions of Schedule 3 to the Act (Compulsory Acquisition of Land etc. by Licence Holders) shall have effect in relation to the licensee to enable the licensee to carry on the activities authorised by this licence and which relate to:

    (a) the construction or extension of the licensee's interconnector; or

    (b) activities connected with the construction or extension of the licensee's interconnector or connected with the operation of the licensee's interconnector.

Condition 8. Other powers etc

1. The powers and rights conferred by or under the provisions of Schedule 4 to the Act (Other Powers etc. of Licence Holders) shall have effect in relation to the licensee to enable the licensee to carry on the activities authorised by this licence and which relate to:

   (a) the construction or extension of the licensee's interconnector; or

   (b) activities connected with the construction or extension of the licensee's interconnector or connected with the operation of the licensee's interconnector.

PART II – SECTION C: REVENUE

Condition 9. Use of revenues

Part A: Purpose

1. The purpose of this licence condition is to ensure appropriate use of revenues and to secure collection of specific accounting information to an appropriate degree of accuracy by the licensee to enable the Authority to review and approve the use of revenue resulting from the allocation of interconnector capacity.

Part B: Use of Revenues

2. The licensee shall use any revenues which it receives from the allocation of interconnector capacity in accordance with Article 19(2) and (3) of the Regulation.

Part C: Use of Revenues Statement

3. The licensee shall prepare and submit to the Authority a use of revenues statement, in such form as the Authority may from time to time direct.

    (a) guaranteeing the actual availability of the allocated capacity, either on a physical or contractual basis;

    (b) network investment in maintaining or increasing interconnection capacities at an efficient level;

    (c) an income to be taken into account by regulatory authorities when approving the methodology for calculating network tariffs, and/or in assessing whether tariffs should be modified.

4. The first use of revenues statement submitted under this licence condition shall be submitted no later than 15 July 2011 and thereafter annually by 15 July.

5. The use of revenues statement must set out, in respect of the year ending on 30 June:

    (a) the total amount of revenues the licensee has received from the allocation of interconnector capacity during that period;

    (b) the use made of those revenues during that period;

(c) a statement verifying that, in the licensee's view, the actual use of revenues is in accordance with Article 19(2) and (3) of the Regulation, and giving reasons for that view; and

(d) any changes in approach or categorisation since the last submitted use of revenues statement.

Part D: Approval of Use of Revenues Statement

6. The use of revenues statement shall not be approved for the purposes of paragraph 1 unless and until the Authority has issued a direction approving the use of revenues statement, such direction to be issued without undue delay and in any event within 3 months of receipt of the use of revenues statement from the licensee, unless, prior to the expiry of that period, the Authority directs that the use of revenues statement is not approved. In the absence of any direction within 3 months of receipt of the use of revenues statement from the licensee, the use of revenues shall be deemed to be approved.

PART II – SECTION D: THIRD PARTY ACCESS

Condition 10. Charging methodology to apply to third party access to the licensee's interconnector

1. Unless otherwise determined by the Authority, the licensee shall only enter into agreements for access to the licensee's interconnector on the basis of the charging methodology last approved by the Authority.

Initial approval of charging methodology

2. The licensee shall, sufficiently in advance of new interconnector capacity becoming operational, or by such date as the Authority may direct in writing, prepare and submit for approval by the Authority, a charging methodology for access to (including use of) the licensee's interconnector. The licensee may, subject to the approval of the Authority, submit a statement which includes both the Access Rules and the charging methodology.

3. The charging methodology shall set out the methodologies for the calculation of any charges imposed for access to (including use of) the interconnector and/or the provision of ancillary services, and any payments made for access to (including use of), the interconnector, including:

    (a) charges levied by the licensee for the allocation of interconnector capacity, including but not limited to:

        (i) any charges for congestion management purposes, such as the non-use of nominated interconnector capacity; and

        (ii) any charges for the provision (including the provision to any relevant system operator) of ancillary services, including but not limited to balancing services;

    (b) payments made by the licensee for the provision of ancillary services provided by users or relevant system operators; and

    (c) payments made by the licensee to users for the loss of capacity in the event of being unable to make available interconnector capacity.

4. The charges and the application of the underlying charging methodology shall be objective, transparent, non-discriminatory and compliant with the Regulation and

any relevant legally binding decision of the European Commission and/or the Agency (collectively, the 'relevant charging methodology objectives').

5. Prior to submitting the charging methodology to the Authority for approval the licensee shall:

   (a) take all reasonable steps to ensure that all persons including those in other Member States who may have a direct interest in the charging methodology are consulted and allow them a period of not less than 28 days within which to make written representations; and

   (b) furnish to the Authority a report setting out:

      (i) the terms originally proposed in the charging methodology;

      (ii) the representations, if any, made by interested persons; and

      (iii) any change in the terms of the methodology intended as a consequence of such representations.

6. The licensee shall comply with any direction from the Authority to amend its charging methodology for the purposes of meeting the relevant charging methodology objectives, such direction to be issued without undue delay and in any event within three months of receipt of the charging methodology submitted by the licensee. Where the Authority directs changes to the charging methodology the licensee shall re-submit (by such date as may be determined by the Authority and notified to the licensee) it's charging methodology to the Authority for approval, and the provisions of paragraph 7 shall apply.

7. The charging methodology shall not be approved for the purposes of paragraph 1 unless and until the Authority has issued a direction approving the methodology on the basis that it meets the relevant charging methodology objectives, such direction to be issued without undue delay and in any event within three months of receipt of the charging methodology from the licensee, unless, prior to the expiry of that period, the Authority directs that the charging methodology is not approved. In the absence of any direction within three months of receipt of the charging methodology from the licensee, the charging methodology shall be deemed to be approved.

Provisional Charging Methodology

8. If the Authority does not approve the charging methodology submitted by the licensee, or the licensee does not submit a charging methodology for approval, the licensee shall comply with any provisional charging methodology which the Authority may, after giving reasonable notice to the licensee, fix for an interim period and the licensee shall ensure that any compensatory measures set by the Authority are put in place to compensate the licensee and/or users as the case may be if the approved charging methodology deviates from the provisional charging methodology.

Review of the charging methodology by the licensee

9. The licensee shall review its charging methodology at least once in each calendar year and, subject to paragraphs 11 to 14, make such modifications to the charging methodology as may be requisite for the purpose of ensuring that the charging methodology better achieves the relevant charging methodology objectives.

10. The licensee shall also review its charging methodology where the Authority so requests. Such review must have regard to any suggestions or comments made by the Authority on the licensee's charging methodology. The licensee shall complete any such review and provide the Authority with a report on the review within three months of the Authority's request. The licensee shall then, subject to paragraphs 11 to 14, make such modifications to the charging methodology as may be requisite for the purpose of better achieving the relevant charging methodology objectives.

Modification of charging methodology

11. Subject to paragraphs 13 and 14, the licensee shall not make a modification to the charging methodology unless the licensee has:

    (a) taken all reasonable steps to ensure that all persons, including those in other Member States, who may have a direct interest in the charging methodology, including the Authority, are consulted on the proposed modification and has allowed such persons a period of not less than 28 days within which to make written representations; and

    (b) furnished the Authority with a report setting out:

(i) the terms originally proposed for the modification;

(ii) the representations, if any, made by interested persons to the licensee;

(iii) any change in the terms of the modification intended in consequence of such representations;

(iv) how the intended modification better achieves the relevant charging methodology objectives; and

(v) a timetable for the implementation of the modification and the date with effect from which the modification (if made) is to take effect, such date being not earlier than the date on which the period referred to in paragraph 14 expires.

12. The licensee shall not propose a modification to the charging methodology more than once a year unless the Authority consents otherwise.

13. The licensee shall comply with any direction from the Authority to amend its proposed modification charging methodology for the purposes of meeting the relevant charging methodology objectives, such direction to be issued without undue delay and in any event within three months of receipt of the proposed modified charging methodology submitted by the licensee. Where the Authority directs changes to the proposed modified charging methodology the licensee shall re-submit (by such date as may be determined by the Authority and notified to the licensee) its proposed modified charging methodology to the Authority for approval and the provisions of paragraph 14 shall apply.

14. The proposed modified charging methodology shall not be approved for the purposes of paragraph 1 unless and until the Authority has issued a direction approving the proposed modified charging methodology on the basis that it meets the relevant charging methodology objectives, such direction to be issued without undue delay and in any event within three months of receipt of the proposed modified charging methodology from the licensee, unless prior to the expiry of that period, the Authority directs that the proposed modified charging methodology is not approved (in which case paragraph 8 shall apply). In the absence of any direction within three months of receipt of the proposed modified

charging methodology from the licensee, the proposed modified charging methodology shall be deemed to be approved.

Publication of charging methodology statement

15. The licensee shall publish (at least on its website) a charging methodology statement that sets out the prevailing charges for access to the licensee's interconnector and how the charges have been derived in accordance with its charging methodology, as soon as practicable after the charging methodology has been approved by the Authority, or, where the charging methodology has been modified, in accordance with any modified charging methodology. Unless the Authority directs otherwise, the charging methodology statement shall be published 28 days prior to it coming into effect.

Provision of charging methodology or charging methodology statement to any person

16. The licensee shall send a copy of its: charging methodology; charging methodology statement; and/or any proposed modification to the charging methodology proposed under paragraph 11, to any person who requests such charging methodology, charging methodology statement or proposed modification. The licensee may impose a reasonable charge upon a person who requests the sending of a charging methodology, charging methodology statement or any proposed modification. Such charge should be equivalent to the licensee's reasonable costs of meeting the request but shall not exceed the maximum amount specified in any directions that may be issued by the Authority for the purposes of this condition.

Where tariffs, and/or a tariff or charging methodology has been established or approved by a regulatory authority other than the Authority

17. Where the licensee's interconnector either:

    (a) forms part of an integrated transmission system and the tariffs and/or the tariff or charging methodology that applies to access to the licensee's interconnector have been established or approved by a regulatory authority and those tariffs and/or the tariff or charging methodology meet the relevant charging methodology objectives; or

(b) does not form part of an integrated transmission system and the tariffs and/or the tariff or charging methodology that applies to access to the licensee's interconnector have been established or approved by a regulatory authority and those tariffs and/or the tariff or charging methodology meet the relevant charging methodology objectives,

the Authority may issue a notice to the licensee that the establishment or approval by that regulatory authority meets the requirements of this licence condition. Such notice will constitute approval of a charging methodology for the purposes of this licence condition.

18. A notice issued under paragraph 17 will expire on the earlier of:

(a) the date, if any, provided for expiry in the notice, or

(b) the withdrawal of the notice by the Authority, such withdrawal being effective from the date specified by the Authority, such date being not less than four months after the Authority has informed the licensee that the notice will be withdrawn.

19. Where the Authority has issued a notice to the licensee under paragraph 17 and the tariffs, and/or tariff or charging methodology that have or has been established or approved by the regulatory authority have or has been modified, or is or are to be modified, the licensee shall furnish the Authority with a report setting out:

(a) the terms originally proposed for the modification;

(b) the representations, if any, made by any interested person to the licensee;

(c) any change in the terms of the modification intended in consequence of the representations;

(d) how the intended modification better achieves the relevant charging methodology objectives; and

(e) a timetable for the implementation of the modification and the date with effect from which the modification (if made) is to take effect.

20. Where the Authority has issued a notice to the licensee under paragraph 17, until that notice expires or is withdrawn by the Authority, paragraphs 2 and 5 to 15 of this condition do not apply to the licensee.

Agreements entered into before 1 July 2004 on the basis of a charging methodology that was approved by either the Authority or the European Commission

21. Paragraphs 2 and 5 to 15 of this licence condition do not apply to a contract for access to the licensee's interconnector that was entered into before 1 July 2004 and which:

    (a) was entered into on the basis of a charging methodology that had been approved by either the Authority or the European Commission; and

    (b) subject to paragraph 24, the Authority has given notice to the licensee that paragraphs 2 and 5 to 15 of this licence condition do not apply to such contract.

22. The licensee shall inform the Authority in writing of any proposed material changes to a contract which is the subject of a notice given under sub-paragraph 21(b). This information shall be furnished to the Authority at least 28 days before the proposed contractual variation becomes effective.

23. A notice given under sub-paragraph 21(b) may be given unconditionally or subject to such conditions as the Authority considers appropriate.

24. A notice given under sub-paragraph 21(b) may be withdrawn or revoked by the Authority in any of the following circumstances:

    (a) the Authority considers that such contract is operating in a manner which is detrimental to competition or the effective functioning of the internal electricity market, or the efficient functioning of the regulated system to which the licensee's interconnector is connected;

    (b) the licensee is found to be in breach of any national or European competition laws, such breach relating to the licensee's interconnector;

    (c) the European Commission requests that such contract is subject to approved tariffs and/or charging methodologies;

    (d) there is merger or acquisition activity in relation to or by the licensee that is detrimental to competition;

(e) there is a material change to the contract terms which has not be approved by the Authority;

(f) the contract is extended beyond its initial term;

(g) the licensee:

(i) has a receiver (which expression shall include an administrative receiver within the meaning of section 251 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed; or

(ii) has an administration order under section 8 of the Insolvency Act 1986 made in relation to it.

Provision of information to Authority in relation to the charging methodology

25. The licensee shall comply with any direction given by the Authority to furnish it with a statement showing, so far as is reasonably practicable, the methods by which, and the principles upon which, its charging methodology has been derived.

Condition 11. Requirement to offer terms for access to the licensee's interconnector

1. On the application of any person for access to the licensee's interconnector the licensee shall offer to enter into an agreement with such person for access to the licensee's interconnector.

2. The licensee shall not be in breach of this condition where there is a lack of capacity in respect of which to grant access to the licensee's interconnector.

3. Where the licensee refuses access on the grounds that it lacks the necessary capacity, duly substantiated reasons for such refusal, demonstrating that it is either not economic or not technically feasible to provide the capacity, must be given to both the person seeking access and to the Authority within 28 days of a refusal.

4. Where the licensee refuses access on the grounds that it lacks the necessary capacity and the person seeking access so requests, the licensee shall provide relevant information on measures that would be required to reinforce the network in order to provide that capacity. The licensee may impose a reasonable charge upon a person who requests such information. Such charge should be equivalent to the licensee's reasonable costs of meeting the request but shall not exceed the maximum amount specified in any direction issued by the Authority for the purposes of this condition.

5. Where the licensee considers that for reasons of confidentiality the licensee should not have to provide particular items of information to the person seeking access under paragraphs 3 or 4, the licensee may seek the consent of the Authority to limit the provision of information to that person.

6. A dispute arising from refusal of access on the grounds of lack of necessary capacity will be resolved in accordance with condition 14.

7. The licensee shall keep and maintain records for at least seven years, or the length of any concluded contract plus seven years (whichever is the longer in each case), detailing all access terms and conditions offered to any person (whether or not access is in fact granted or utilised) including details of the charges or tariffs and non-price terms and conditions of access offered.

Condition 11A. Approval of terms for access to the licensee's interconnector initial approval of access rules

1. The licensee shall, sufficiently in advance of new interconnector capacity becoming operational, or by such date as the Authority may direct in writing, prepare and submit for approval by the Authority a statement setting out the Access Rules. The licensee may, subject to the approval of the Authority, submit a statement which includes both the charging methodology and Access Rules.
2. In respect of interconnector capacity which was operational prior to 3 March 2011, and which has not been included in Access Rules submitted pursuant to paragraph 1, the licensee shall, by such date as the Authority may direct in writing, prepare and submit for approval by the Authority the Access Rules.
3. The Access Rules shall comply with the Regulation and must include, in particular, but not be limited to:
    (a) arrangements for maximising the available interconnector capacity, including: the methodology for the calculation of interconnector capacity, the netting of capacity of any power flows in the opposite direction over the interconnector, the volume of capacity offered on a firm basis and any additional capacity offered on an interruptible basis to maximise corss-border trade;
    (b) arrangements for users to obtain interconnector capacity at appropriate timescales, including, where relevant, the auction rules and procedures for nominating power flows against the capacity;
    (c) arrangements for the management of congestion, including procedures for the licensee to resell or make available to other users unused interconnector capacity and for users to transfer or resell interconnector capacity;
    (d) arrangements in the event that the licensee curtails, withdraws or is unable to provide available capacity;
    (e) arrangements for any ancillary services, such as balancing arrangements, including where users may offer ancillary services to assist with relevant system operator balancing; and

(f) any general terms and conditions that a user must accept in order to obtain interconnector capacity.

4. The Access Rules shall be transparent, objective, non-discriminatory and compliant with the Regulation and any relevant legally binding decision of the European Commission and/or Agency (collectively 'the relevant access rules objectives').
5. Prior to submitting the Access Rules to the Authority for approval the licensee shall:
   (a) take all reasonable steps to ensure that all persons, including those in other Member States who may have a direct interest in the Access Rules, are consulted and allow them a period of not less than 28 days within which to make written representations; and
   (b) furnish to the Authority a report setting out:
      (i) the terms originally proposed in the Access Rules;
      (ii) the representations, if any, made by interested persons; and
      (iii) any change in the terms of the Access Rules intended as a consequence of such representations.
6. The licensee shall comply with any direction from the Authority to amend the Access Rules for the purposes of meeting the relevant access rules objectives, such direction to be issued without delay and in any event within three months of receipt of the Access Rules submitted by the licensee. Where the Authority directs changes to the Access Rules, the licensee shall re-submit (by such date as may be determined by the Authority and notified to the licensee) its Access Rules to the Authority for approval and the provisions of paragraph 7 shall apply.
7. The Access Rules shall not be approved unless and until the Authority has issued a direction approving the Access Rules on the basis that they meet the relevant access rules objectives, such direction to be issued without undue delay and in any event within three months of receipt of the Access Rules for the licensee, unless, prior to the expiry of that period, the Authority directs that the Access Rules are not approved. In the absence of any direction within three months of receipt of the Access Rules from the licensee, the Access Rules shall be deemed to be approved.

Review of the Access Rules by the licensee

8. The licensee shall review its Access Rules at least once in each calendar year and, subject to paragraphs 10 to 13, make such modifications to the Access Rules as may be requisite for the purpose of ensuring that the Access Rules better achieve the relevant access rules objectives.
9. The licensee shall also review its Access Rules where the Authority so requests. Such review must have regard to any suggestions or comments made by the Authority on the licensee's Access Rules. The licensee shall complete any such review and provide the Authority with a report on the review within three months of the Authority's request. The licensee shall then, subject to paragraphs 10 to 13, make such modifications to the Access Rules as may be requisite for the purpose of better achieving the relevant access rules objectives.

Modification of Access Rules

10. Subject to paragraphs 12 and 13, the licensee shall not make a modification to the Access Rules unless the licensee has:
    (a) taken all reasonable steps to ensure that all persons who may have a direct interest in the Access Rules, including those in other Member States, are consulted on the proposed modification and has allowed such persons a period of not less than 28 days within which to make written representations; and
    (b) furnished the Authority with a report setting out:
        (i) the terms originally proposed for the modification;
        (ii) the representations, if any, made by interested persons to the licensee;
        (iii) any change in the terms of the modification intended in consequence of such representations;
        (iv) how the intended modification better achieves the relevant access rules objectives; and
        (v) a timetable for the implementation of the modification and the date with effect from which the modification (if made) is to take effect, such date being not earlier than the date on which the period referred to in paragraph 13 expires.

11. The licensee shall not propose a modification to the Access Rules more than once a year unless the Authority consents otherwise.
12. The licensee shall comply with any direction from the Authority to amend its proposed modified Access Rules for the purposes of meeting the relevant access rules objectives, such direction to be issued without undue delay and in any event within three months of receipt of the proposed modified Access Rules submitted by the licensee. Where the Authority directs changes to the proposed modified Access Rules, the licensee shall re-submit (by such date as may be determined by the Authority and notified to the licensee) its proposed modified Access Rules to the Authority for approval and the provisions of paragraph 13 shall apply.
13. The proposed modified Access Rules shall not be approved unless and until the Authority has issued a direction approving the proposed modified Access Rules on the basis that they meet the relevant access rules objectives, such direction to be issued without undue delay and in any event within three months of receipt of the proposed modified Access Rules from the licensee unless, prior to the expiry of that period, the Authority directs that the proposed modified Access Rules are not approved. In the absence of any direction within three months of receipt of the proposed modified Access Rules from the licensee, the proposed modified Access Rules shall be deemed to be approved.

Publication of Access Rules

14. The licensee shall publish (at least on its website) the Access Rules as soon as practicable after the Access Rules have been approved by the Authority, or, where the Access Rules have been modified, the Access Rules as modified. Unless the Authority directs otherwise, the Access Rules shall be published 28 days prior to coming into effect.

Provision of Access Rules to any person

15. The licensee shall send a copy of its Access Rules and/or any proposed modification to the Access Rules proposed under paragraph 10, to any person who requests such Access Rules or proposed modification. The licensee may impose a reasonable charge upon a person who requests the sending of the Access Rules or any proposed modification. Such charge should be equivalent to the licensee's reasonable costs of meeting the request but shall not exceed the maximum amount

specified in any directions that may be issued by the Authority for the purposes of this condition.

Condition 12. Application of licence conditions 9, 10 and 11: Exemption orders

1. In accordance with this licence condition, licence conditions 9, 10 and 11 ('the relevant conditions') may:

    (a) not have effect in this licence;

    (b) be suspended from operation in this licence;

    (c) be brought into, (where the licence condition did not have effect) or back into operation (where the licence condition was suspended from operation), in this licence.

2. On the application of the licensee in accordance with paragraph 3, the Authority must (either before, at the same time, or after this licence has been granted to the licensee) issue an exemption order providing that any or all of the relevant conditions may not have effect or are suspended from operation, or (where the licence has not yet been granted) will not be in effect or will be suspended from operation, where the Authority is satisfied that it has complied with the requirements placed on the Authority by Article 63 of the Regulation and in the issuing of the exemption order is otherwise compliant with that Article.

3. A licensee may make a request in writing to the Authority for the Authority to issue an exemption order such that any or all of the relevant conditions do not have effect or are suspended from operation. The request shall specify the relevant conditions to which the request relates and must set out all relevant information that would allow the Authority to determine whether such an exemption order should be issued given the matters of which the Authority must be satisfied before issuing an exemption order, as set out in paragraph 1 of Article 63 of the Regulation. The request shall include the Access Rules for approval by the Authority in accordance with paragraph 9 below, which Access Rules shall comply with paragraphs 3 and 4 of licence condition 11A, and prior to submitting the Access Rules for approval, the licensee shall comply with paragraph 5 of licence condition 11A.

4. An exemption order shall be in writing and may be expressed:

    (a) so as to have effect or for a period specified in, or determined under the exemption;

(b) subject to such conditions as the Authority considers appropriate including any conditions regarding non-discriminatory access to the interconnector to which the exemption relates;

(c) so as to have effect in relation to the whole or any part of, as the case may be:

(i) the capacity of the new interconnector;

(ii) the significant increase in the capacity of the licensee's interconnector.

5. An exemption order issued under paragraph 2 may be revoked in accordance with its provisions, and must be revoked if the approval of the European Commission to the exemption expires in accordance with paragraph 8 of Article 63 of the Regulation.

6. An application made under paragraph 3 may relate to a new interconnector or to a part of an interconnector in so far as that part represents a significant increase of capacity to that interconnector.

7. An exemption order will not be made until the Authority has approved the Access Rules.

8. The licensee shall comply with any direction from the Authority to amend the Access Rules submitted pursuant to paragraph 3 above, for the purposes of meeting the relevant access rules objectives and the requirements of paragraph 10 below, such direction to be issued without undue delay and in any even within three months of receipt of the Access Rules submitted by the licensee. Where the Authority directs changes to the Access Rules, the licensee shall re-submit (by such date as may be determined by the Authority and notified to the licensee) its Access Rules to the Authority for approval and the provisions of paragraph 9 shall apply.

9. The Access Rules shall not be approved for the purposes of paragraph 7 unless and until the Authority has issued a direction approving the Access Rules on the basis that they meet the relevant access rules objectives and the requirements of paragraph 10 below, such direction to be issued without undue delay and in any event within three months of receipt of the Access Rules from the licensee unless,

prior to the expiry of that period, the Authority directs that the Access Rules are not approved. In the absence of any direction within three months of receipt of the Access Rules from the licensee, the Access Rules shall be deemed to be approved.

10. The requirements of this paragraph are that the Authority considers that the Access Rules:

    (a) will require that any unused capacity in the exempt infrastructure is made available to other users or potential users;

    (b) will not restrict reselling of rights to have electricity transmitted through the exempt infrastructure.

11. In this licence condition:

"new interconnector"	means an interconnector not completed by 4 August 2003

Condition 13 - Not Used

Condition 14. Dispute resolution

1. Upon the application of any person who wishes to dispute the tariffs or Access Rules offered to that person in respect of access to the licensee's interconnector (including a refusal by the licensee to offer access on the grounds that insufficient capacity is available), the Authority may, pursuant to section 7(3)(c) of the Act, settle any terms of the agreement in dispute between the licensee and that person or persons (as the case may be) in such manner as it appears to the Authority to be reasonable.

PART II – SECTION E: BRITISH ELECTRICITY TRADING AND TRANSMISSION ARRANGEMENTS

Condition 15. Definitions

In this section:

"BETTA"	means the British electricity trading and transmission arrangements which are provided for in Chapter 1 of Part 3 of the Energy Act 2004
"BETTA go-live date"	means the date which the Secretary of State indicates in a direction shall be the BETTA go-live date
"British Grid Systems Agreement"	means the agreement known as the British Grid Systems agreement and made between The National Grid Company plc, Scottish Hydro-Electric Plc and Scottish Power Plc and dated 30 March 1990, as amended or modified from time to time
"Code"	means any or all of the CUSC, BSC, Grid Code, STC and any Scottish grid code as the context requires
"GB transmission system"	means the system consisting (wholly or mainly) of high voltage electric lines owned or operated by transmission licensees within Great Britain and used for the transmission of electricity from one generating station to a sub-station or to another generating station or between sub-stations or to or from any interconnector and includes any electrical

plant or meters owned or operated by any transmission licensee within Great Britain in connection with the transmission of electricity

"interconnection"	means:

the 275kV and 400kV circuits between and including the associated switchgear at Harker sub-station in Cumbria and the associated switchgear at Strathaven sub-station in Lanarkshire;

the 275kV transmission circuit between and including the associated switchgear at Cockenzie in East Lothian and the associated switchgear at Stella in Tyne and Wear; and

the 400kV transmission circuit between and including the associated switchgear at Torness in East Lothian and the associated switchgear at Stella in Tyne and Wear

all as existing at the date on which the transmission licence of each existing Scottish licensee comes into force as from time to time maintained, repaired or renewed, together with any alteration, modification or addition (other than maintenance, repair or renewal) which is primarily designed to effect a permanent increase in one or more particular interconnection capacities as they exist immediately prior to such alteration,

	modification or addition and as from time to time maintained, repaired or renewed; and the 132kV transmission circuit between and including (and directly connecting) the associated switchgear at Chapelcross and the associated switchgear at Harker sub-station in Cumbria, and the 132kV transmission circuit between and including (and connecting, via Junction V) the associated switchgear at Chapelcross and the associated switchgear at Harker sub-station in Cumbria, all as existing at the date on which the transmission licence of each existing Scottish licensee comes into force and as from time to time maintained, repaired or renewed
"interconnector"	means the electric lines and electrical plant and meters used solely for the transfer of electricity to or from the GB transmission system into or out of Great Britain
"licensee's transmission system"	means those parts of the GB transmission system which are owned or operated by a transmission licensee within its transmission area
"non-GB trading and transmission arrangements"	means those arrangements for, amongst other things, the separate trading or transmission of electricity in Scotland, the separate trading or transmission of electricity in England and Wales and the trading or

	transmission of electricity between England and Wales (taken as a whole) and Scotland which are defined and governed by, amongst other things, the relevant documents
"relevant documents"	means the documents which relate to the non-GB trading and transmission arrangements, including, without limitation: (a) the Settlement Agreement for Scotland; (b) the British Grid System Agreement; (c) the System Operation Agreement; and (d) any agreement relating to: (i) the establishment of, operation of, or trading of electricity across the Scottish interconnection; (ii) the use of or connection to the Scottish interconnection; and (iii) the use of, or connection to, a distribution or a licensee's transmission system in Scotland
"running-off"	means bringing to an end
"Scottish interconnection"	means such part of the interconnection as is situated in Scotland
"Scottish licensee"	means the holder of a transmission licence at the date that this condition takes effect in this licence but shall not include the GB system operator

"Section C (system operator standard conditions) Direction"	means a direction issued by the Authority or the Secretary of State, where appropriate, in accordance with standard condition A2 (Application of Section C) of the transmission licence granted to electricity transmission licensees, as from time to time modified
"Settlement Agreement for Scotland"	means the agreement of that title, as nominated by the Authority for the purposes of this condition, to be prepared in accordance with and comprise such matters as are set out in special condition I (The Settlement Agreement for Scotland) in each of the electricity distribution licences of SP Distribution Limited, and Scottish Hydro-Electric Power Distribution Limited (and any other name by which any of these companies come to be known)
"STC"	means the system operator – transmission owner code required to be in place pursuant to the transmission licence granted to the transmission licensees, as from time to time modified
"System Operation Agreement"	means the agreement known as the System Operation agreement and made between Scottish Hydro-Electric Plc and Scottish Power Plc and dated 1 June 1990, as amended or modified from time to time
"GB system operator"	means the holder for the time being of a transmission licence in relation to which

	licence the Authority or the Secretary of State, where appropriate, has issued a Section C (system operator standard conditions) Direction and where Section C of that transmission licence remains in effect (whether or not subject to any terms included in a Section C (system operator standard conditions) Direction or to any subsequent variation of its terms to which the licensee may be subject)
"transition period"	means the period commencing on 1 September 2004 and ending on the BETTA go-live date

Condition 16. BETTA implementation

1. The objective of this licence condition is to require the licensee to take certain steps and do certain things which are within its power and which are or may be necessary or expedient in order that BETTA can take effect on or around 1 April 2005 or such later date as the Secretary of State may designate as the BETTA go-live date.

2. Without prejudice to paragraph 1, the licensee shall take such steps and do such things as are within its power and as are or may be necessary or expedient in order to give full and timely effect:

    (a) to the modifications to this licence made by the Secretary of State pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) and which have effect in this licence;

    (b) to the extent that the licensee is obliged to comply with the same by virtue of being a party to such code or otherwise and to the extent that such changes have full effect in such code, to the modifications or amendments to:

        (i) the BSC, CUSC and the Grid Code which were designated by the Secretary of State on 1 September 2004 pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or pursuant to any power under this or any other licence; and

        (ii) the BSC, CUSC, Grid Code or any Scottish grid code which are directed by the Authority pursuant to the provisions of the following paragraphs of the standard licence conditions for electricity transmission licences: paragraph 6 of standard condition C3 (Balancing and Settlement Code (BSC)), paragraph 8 of standard condition C10 (Connection and Use of System Code (CUSC)), paragraph 7 of standard condition C14 (Grid Code) and

paragraph 6 of standard condition D9 (Licensee's grid code), respectively;

and shall, in each case, take such reasonable steps and do such things as are reasonable and, in each case, as are within its power and as are or may be necessary or expedient to give full and timely effect to the matters envisaged by such modifications or amendments.

3. Without prejudice to paragraph 1, the licensee shall take all reasonable steps and do such things as are reasonable and, in each case, as are within its power and as are or may be necessary in order to give full and timely effect to:

   (a) the modifications to this licence which either the Secretary of State has notified to the licensee are to be made to this licence pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or which the licensee otherwise knows (or reasonably anticipates) are to be made to this licence, but which, at the relevant time, do not have effect in this licence; and

   (b) the modifications or amendments:

      (i) to the BSC, CUSC and the Grid Code which were designated by the Secretary of State on 1 September 2004 pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or pursuant to any power under this or any other licence; and

      (ii) to the BSC, CUSC, Grid Code or any Scottish grid code which are directed by the Authority pursuant to the provisions of the following paragraphs of the standard licence conditions for electricity transmission licences: paragraph 6 of standard condition C3 (Balancing and Settlement Code (BSC)), paragraph 8 of standard condition C10 (Connection and Use of System Code (CUSC)), paragraph 7 of standard condition C14 (Grid Code) and paragraph 6 of standard condition D9 (Licensee's grid code), respectively or which the licensee otherwise knows (or

reasonably anticipates) are to be directed by the Authority pursuant to such provisions,

but which, in either case, do not, at the relevant time, have full effect in the relevant code and shall, in each case, take such reasonable steps and do such things as are reasonable and, in each case, as are within its power and as are or may be necessary or expedient to give full and timely effect to the matters envisaged by such modifications or amendments.

4. Without prejudice to the other provisions of this condition, the licensee shall:

(a) cooperate with other electricity licensees and such other persons as the Authority may determine for these purposes and take such steps and do such things as are reasonable and within its power and as are or may be necessary or expedient to enable such electricity licensees to comply with their licence obligations to give full and timely effect to:

(i) the modifications made or to be made to their licence by the Secretary of State pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission);

(ii) the modifications or amendments to the BSC, CUSC and the Grid Code designated by the Secretary of State on 1 September 2004 pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or pursuant to any power under this or any other licence;

(iii) the modifications or amendments to the STC, BSC, CUSC, Grid Code or any Scottish grid code which are directed by the Authority pursuant to the following provisions of the standard conditions for electricity transmission licences: paragraph 7 of standard condition B12 (System Operator- Transmission Owner Code (STC)), paragraph 6 of standard condition C3 (Balancing and Settlement Code (BSC)), paragraph 8 of standard condition C10 (Connection and Use of System Code (CUSC)), paragraph 7 of standard

condition C14 (Grid Code) and paragraph 6 of standard condition D9 (Licensee's grid code), respectively; and

(iv) where that other licensee is a transmission licensee, the provisions of the STC, and

the matters envisaged by such modifications and the provisions of the STC, as appropriate, and

(b) if the licensee becomes aware of any conflict between its compliance with the provisions of this condition and its compliance with any other condition of this licence or any Code, document or agreement to which the licensee is obliged to be or become a party pursuant to this licence, the licensee shall forthwith give written notice of such conflict to the Authority and shall comply with any direction of the Authority in relation to the same (which direction may only be made following such consultation with the licensee (and such other persons as the Authority deems appropriate) in such manner as the Authority deems appropriate).

5. The licensee shall provide to the Authority, in such manner and at such times as the Authority may reasonably require, such information and shall procure and furnish to it such reports as the Authority may require or deem necessary or appropriate to enable the Authority to monitor the licensee's compliance with the requirements of this condition.

6. For the purposes of sub-paragraph 2(b) and paragraph 3 above, a modification or amendment shall have full effect in a code where that modification or amendment, as appropriate, has been implemented and is effective in that code and is not prevented from having effect or being implemented in that code, at the relevant time, by another provision of that code.

7. This condition shall cease to have effect on and from the BETTA go-live date.

Condition 17. BETTA run-off arrangements scheme

1. The licensee shall, to the extent applicable to it, comply with the BETTA run-off arrangements scheme ("the scheme") established and as modified from time to time in accordance with this condition.

2. For the purposes of this condition, the objective of the scheme shall be the running-off of the non-GB trading and transmission arrangements to the extent that the Authority considers it necessary or expedient to do so to ensure that those arrangements do not prevent or in any way hinder the successful and effective implementation of:

    (a) the modifications to this licence and each other licence made or to be made by the Secretary of State pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission);

    (b) the modifications or amendments to:

        (i) the BSC, CUSC and the Grid Code which were designated by the Secretary of State on 1 September 2004 pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or pursuant to any power under this or any other licence; and

        (ii) the STC, BSC, CUSC, Grid Code or any Scottish grid code which are directed by the Authority pursuant to the following provisions of the standard conditions for electricity transmission licences: paragraph 7 of standard condition B12 (System Operator – Transmission Owner Code (STC)) which applied during the transition period, paragraph 6 of standard condition C3 (Balancing and Settlement Code (BSC)) which applied during the transition period, paragraph 8 of standard condition C10 (Connection and Use of System Code (CUSC)) which applied during the transition period, paragraph 8 of standard condition C14 (Grid Code) which applied during the transition period and

paragraph 6 of standard condition D9 (Licensee's grid code) which applied during the transition period, respectively; and,

(c) the provisions of the STC which were designated by the Secretary of State on 1 September 2004 pursuant to the powers vested in her under Chapter 1 of Part 3 of the Energy Act 2004 (Electricity trading and transmission) or pursuant to any power under this or any other licence,

and the matters envisaged by such modifications or amendments or the STC, as appropriate.

3. The scheme shall be designated by the Secretary of State for the purposes of this condition, following such consultation as the Secretary of State deems appropriate with those persons that the Secretary of State considers are likely to be affected by the scheme and such other persons as the Secretary of State deems appropriate.

4. The scheme shall set out the steps to be taken (or procured) by the licensee or by any authorised electricity operator or by any other person who undertakes to comply with the scheme, which are, in the opinion of the Secretary of State or, in respect of any subsequent changes made to the scheme by the Authority pursuant to paragraph 6 below, in the opinion of the Authority, reasonably required in order to achieve the objective described in paragraph 2.

5. The scheme may provide, without limitation:

   (a) for all or some of its provisions to have contractual force;

   (b) for securing or facilitating the amendment of all or any of the relevant documents in a manner which is consistent with the objective described in paragraph 2; and

   (c) for the making by the Authority of determinations in respect of such matters affecting such persons, including the licensee, as may be specified in the scheme.

6. The Authority may (with the consent of the Secretary of State) direct that the scheme be amended (following such consultation as the Authority deems appropriate with those persons that the Authority considers are likely to be affected by such an amendment) where the Authority considers it necessary or

expedient to do so for the purposes of achieving the objective described in paragraph 2.

7. The Authority shall serve a copy of any such direction on the licensee, and thereupon, the licensee shall comply with the scheme as modified by the direction.

8. If the licensee becomes aware of any conflict between the requirements contained in the scheme and those imposed on the licensee by any other condition of this licence, the licensee shall forthwith give notice of such conflict to the Authority and shall comply with any direction of the Authority in relation to the same (which direction may only be made following such consultation with the licensee (and such other persons as the Authority deems appropriate) in such manner as the Authority deems appropriate).

9. The Authority may not make any direction under paragraph 6 of this condition after the BETTA go-live date.

Condition 18. Offers for connection to or use of the GB transmission system in the transition period

1. The licensee shall:

   (a) save where it disputes the terms of the same, accept any offer made to it in its capacity as an existing user:

      (i) to enter into an agreement for connection to or use of the GB transmission system made by the GB system operator in accordance with condition C18 (Requirement to offer terms for connection or use of the GB transmission system during the transition period) of the GB system operator's licence; or

      (ii) to amend any existing agreement between the licensee and the GB system operator for connection or use of system made by the GB system operator in accordance with condition C18 (Requirement to offer terms for connection or use of the GB transmission system during the transition period) of the GB system operator's licence

   in each case, within one month (or such longer period as the Authority may direct for these purposes) of its receipt of the same;

   (b) where the terms of an agreement between it and the GB system operator are settled pursuant to paragraph 11 of condition C18 (Requirement to offer terms for connection or use of the GB transmission system during the transition period) of the GB system operator's licence, the licensee shall forthwith enter into the agreement with the GB system operator on the basis of the terms so settled; and

   (c) where the terms of any offer made pursuant to condition C18 (Requirement to offer terms for connection or use of the GB transmission system during the transition period) of the GB system operator's licence are in dispute, and an application has been made to the Authority requesting that it settle the terms of the agreement which are in dispute, and where the terms of such agreement have not been settled by the date which falls two weeks prior to the BETTA go-live

date (or such later date as the Authority may direct for these purposes), forthwith enter into an agreement with the GB system operator for connection to or use of the GB transmission system, or amend an existing agreement, on the basis of the terms offered by the GB system operator pending resolution of the terms of that agreement by the Authority in accordance with paragraph 11 of condition C18 (Requirement to offer terms for connection or use of the GB transmission system during the transition period) of the GB system operator's licence. The Authority's determination of the terms of any such agreement may, where and to the extent appropriate, take account of and make appropriate adjustments to reflect the difference between the terms of that agreement as settled and the terms of that agreement which applied during the period from the BETTA go-live date to the date upon which the agreement as settled takes effect.

2. This condition shall cease to have effect on and from the BETTA go-live date.

PART II - SECTION F: OTHER PROVISIONS

Condition 19. Operation and development of the interconnector

1. The licensee shall at all times act in a manner calculated to secure that it has available to it such resources, including (without limitation) management and financial resources, personnel, fixed and moveable assets, rights, licenses, consents and facilities, on such terms and with all such rights, as shall ensure that it is at all times able:

    (a) to properly and efficiently participate in the operation of the interconnector; and

    (b) to comply in all respects with its obligations under this licence, the Act, the Regulation and any other legislation as the Authority may direct from time to time for the purposes of this licence condition.

2. The licensee shall operate, maintain and develop an economic, efficient, secure and reliable interconnector.

3. The licensee shall ensure adequate interconnector capacity and interconnector reliability to ensure the long-term ability of the interconnector to meet reasonable demands for capacity and contribute to security of supply.

4. The licensee shall manage electricity flows on the licensee's interconnector, taking into account exchanges with any interconnected system and shall ensure the availability of all ancillary services including those provided by demand response, insofar as such availability is independent from an interconnected system.

Condition 20. Prohibition of discrimination and cross-subsidies

1. The licensee shall not discriminate between users or classes of users particularly in favour of a related undertaking of the licensee.
2. The licensee shall not give any cross-subsidy to, or receive any cross subsidy from, any entity which is related undertaking of the licensee and which carries out one or more of the following electricity activities: supply and distribution.

Condition 21. General provisions on disclosure of information

1. Save to the extent otherwise provided in this or any other licence condition, or required by any other legal duty to disclose, the licensee shall not disclose commercially sensitive information which it has obtained in the course of carrying out its activities.
2. The licensee shall not disclose information about its own activities, which may be commercially advantageous in respect of supply or generation activities, in a discriminatory manner save where this is necessary for carrying out a business transaction.
3. Paragraph 1 above shall not prohibit disclosure by the licensee to any related undertaking which either holds a transmission licence or is the relevant system operator (being a transmission system operator) for an interconnected system.
4. Without limiting the generality of paragraphs 1 to 3 of this licence condition, the licensee shall not, in the context of sales or purchases of electricity by related undertakings, misuse commercially sensitive information obtained from third parties in the context of providing or negotiating access to the licensee's interconnector.

Condition 22. Notification of changes that may affect eligibility for certification

1. Where the licensee has made or makes an application for certification under section 10B of the Act, if at any time prior to the Authority notifying the licensee of its final certification decision under section 10D(7) of the Act the licensee knows or reasonably should know of any event or circumstance that has occurred or is likely to occur that may affect its eligibility for certification, the licensee shall as soon as reasonably practicable notify the Authority in writing of the event or circumstance and the reasons it considers that the event or circumstance may affect its eligibility for certification.

2. Where the licensee has been certified, if at any time the licensee knows or reasonably should know of any event or circumstance that has occurred or is likely to occur that may affect its eligibility for certification, the licensee shall as soon as reasonably practicable notify the Authority in writing of the event or circumstance and the reasons it considers that the event or circumstance may affect its eligibility for certification.

3. If at any time from 3 March 2013 the licensee knows or reasonably should know that any event or circumstance has occurred, or is likely to occur, that may cause the Authority to think that the licensee is or may become a person from a third country, or that a person from a third country has or may take control of the licensee, the licensee shall as soon as reasonably practicable notify the Authority in writing.

4. If at any time from the relevant date the licensee exercises or is likely to exercise any shareholder right or right of appointment in the circumstances described in section 10M of the Act, the licensee shall as soon as is reasonably practicable notify the Authority in writing of the right that has been or is likely to be exercised and the effect of exercising that right.

5. Where the licensee has been certified, by 31 July of each year flowing certification the licensee shall provide the Authority with a written declaration, approved by a resolution of the board of directors of t he licensee and signed by a director of the licensee pursuant to that resolution, setting out:

(a) Whether any event or circumstance has occurred in the previous 12 month period, or such part of that 12 month period since the licensee was certified, that may affect the licensee's eligibility for certification, and if so, the reasons it considers that the event or circumstance may affect its eligibility for certification;

(b) Whether any event or circumstance has occurred, or is likely to occur, that may cause the Authority to think that the licensee has become a person from a third country, or that a person from a third country has taken control of the licensee, in the previous 12 month period or such part of that 12 month period since the licensee was certified, providing that the licensee is only required to provide a written declaration under this paragraph (b) in relation to a period that occurs after 3 March 2013; and

(c) Whether the licensee has exercised any shareholder right or right of appointment in the circumstances described in section 10M of the Act in the previous 12 month period or such part of that 12 month period since the licensee was certified and if so the effect of exercising that right, providing that the licensee is only required to provide a written declaration under this paragraph (c) where it has been certified on the certification ground in section 10E(3) of the Act and in relation to a period that occurs after the relevant date.

6. In this condition:

"certified" has the same meaning as in section 10O of the Act

"control" has the same meaning as in section 10O of the Act

"person from a third country" has the same meaning as in section 10O of the Act

"relevant date" has the same meaning as in section 10M of the Act

"shareholder right" has the same meaning as in section 10O of t he Act

Condition 23. Regional Cooperation

1. If the licensee is a vertically integrated undertaking it may participate in a joint undertaking established for the purposes of facilitating regional co-operation pursuant to Article 6 of the Directive and Article 34 of the Regulation.
2. A compliance officer of the licensee shall monitor compliance with a compliance programme which must be established and implemented by the joint undertaking to ensure that discrimination and anti-competitive conduct is excluded.
3. In this condition:

   "vertically integrated undertaking" shall have the meaning given in Article 2 of the Directive.

PART II - SECTION G: CAP AND FLOOR CONDITIONS

Condition 24. Definitions

1. In this Section G unless the context otherwise requires:

"Relevant Year"	has the meaning given to that term in special condition 1 (Definitions and interpretation) of this licence.
"Relevant Year *t*"	has the meaning given to that term in special condition 1 (Definitions and interpretation) of this licence.

Condition 25. Cap and Floor Regulatory Instructions and Guidance

Introduction

1. The purpose of this condition is to set out the scope, contents, and common governance arrangements for the Cap and Floor Regulatory Instructions and Guidance ("Cap and Floor RIGs") issued by the Authority pursuant to this condition.

2. The Cap and Floor RIGs are the primary means by which the Authority directs the licensee to collect Specified Information to an appropriate degree of accuracy and provide this information to the Authority to enable it to effectively monitor the costs and revenue during the development, construction, operation, maintenance and decommissioning of the licensee's interconnector.

Part A: Licensee's obligations under this condition

3. Unless and so far as the Authority otherwise consents, the licensee must establish and maintain appropriate systems, processes, and procedures to enable it:

   (a) to estimate, measure, and record the Specified Information detailed in the Cap and Floor RIGs for the time being in force pursuant to this condition; and

   (b) to provide the Specified Information to the Authority in respect of such periods and within such timeframes as are specified in the Cap and Floor RIGs.

4. To facilitate compliance with paragraph 3 of this condition, the accounting records and other records kept by the licensee with respect to the Specified Information must be so arranged as to ensure that such information can be separately identified and reasonably attributed as between the licensee's business and the business of any affiliate or related undertaking of the licensee.

5. The licensee shall:

   (a) maintain all systems of control and other governance arrangements that ensure the information collected and reported to the Authority is in all material respects accurate and complete and is fairly presented and that all such systems of control and other governance arrangements are kept under

regular review by the directors of the licensee with a view to ensuring that they remain effective for this purpose; and

(b) provide all such assistance as may be reasonably required to permit the Authority to review such systems from time to time.

6. The licensee shall notify the Authority immediately if it discovers errors in the information or calculations used to derive the information submitted to the Authority under this licence condition.

Part B: Scope and content of the Cap and Floor RIGs

7. Subject to paragraphs 8 and 9 of this condition, the matters that may be included, or for which provision may be made, in the Cap and Floor RIGs are:

(a) instructions and guidance on the establishment and maintenance of systems, processes, procedures, and ways for recording and providing Specified Information;

(b) instructions and guidance on the standards of accuracy and reliability that are applicable to the recording of Specified Information (including different classes of such information);

(c) a timetable for the development of such systems, processes, and procedures as are required to achieve such standards;

(d) the methodology for calculating or deriving numbers comprising Specified Information;

(e) provision with respect to the meaning of words and phrases used in defining Specified Information;

(f) requirements as to the form and manner in which, or the frequency with which, Specified Information must be recorded;

(g) requirements as to the form and manner in which, or the frequency with which, Specified Information must be provided to the Authority;

(h) requirements as to which (if any) of the Specified Information is to be subject to audit, the terms on which an auditor is to be appointed by the

licensee for that purpose, and the nature of the audit to be carried out by that person;

(i) requirements as to the circumstances in which the Authority may appoint an Examiner to examine the recording of the Specified Information by the licensee;

(j) a statement on whether and to what extent each category of the Specified Information is required for the purposes of the Cap and Floor RIGs; and

(k) provision about how the Authority intends to monitor, assess, and enforce compliance with the Cap and Floor RIGs (as to which, see also Part E of this condition).

8. The provisions of the Cap and Floor RIGs will not exceed what is reasonably required to achieve the purposes of this condition, having regard to the materiality of the costs likely to be incurred by the licensee in complying with those provisions.

9. No Specified Information may exceed what could be requested from the licensee by the Authority under paragraph 1 of standard condition 4 (Provision of information to the Authority).

Part C: Development and modification of the Cap and Floor RIGs

10. The Authority may issue new Cap and Floor RIGs and may modify any existing Cap and Floor RIGs by issuing a direction for that purpose to all licensees in whose licence this condition has effect.

11. The Specified Information collected in relation to each Relevant Year must be reported, according to the relevant reporting requirements provided for in this condition and Cap and Floor RIGs, by no later than 3 months following the end of that Relevant Year, unless the Authority consents to alternative arrangements or unless the licensee is notified otherwise by the Authority.

12. Before issuing a direction under paragraph 10, the Authority will:

(a) give notice to all licensees in whose licence this condition has effect that it proposes to issue new Cap and Floor RIGs or to modify the existing Cap and Floor RIGs specifying:

(i) the date on which it proposes that the provisions of the Cap and Floor RIGs to be issued or modified should take effect;

(ii) the text of the Cap and Floor RIGs to be issued or modified and the Authority's reasons for proposing to issue or modify them; and

(iii) the time (which will not be less than a period of 28 days from the date of the notice) within which representations in response to the Authority's proposal may be made; and

(b) consider any representations in response to the notice that are duly made and not withdrawn.

13. The requirements for the issuing of new Cap and Floor RIGs or modification of existing Cap and Floor RIGs set out in paragraph 12 of this condition may be satisfied by actions taken by the Authority before as well as after the coming into effect of this condition.

Part D: Requirements for new or more detailed information

14. This Part D applies if any new Cap and Floor RIGs or modification of existing Cap and Floor RIGs have the effect of introducing a requirement to provide:

(a) a new category of Specified Information; or

(b) an existing category of Specified Information to a greater level of detail, which has not previously been collected by the licensee, whether under the provisions of the Cap and Floor RIGs or otherwise.

15. Where this Part D applies, the licensee may provide estimates to the Authority in respect of the relevant category of Specified Information for any Relevant Year specified by the Authority.

16. The estimates that are mentioned in paragraph 15 of this condition may be derived from such other information available to the licensee as may be appropriate for that purpose.

Part E: Compliance with the provisions of the Cap and Floor RIGs

17. The licensee must at all times comply with the provisions of the Cap and Floor RIGs for the time being in force pursuant to this condition.

18. Nothing in this condition requires the licensee to provide any documents or give any information that it could not be compelled to produce or give in evidence in civil proceedings before a court.

Part F: Interconnector-specific variations to the Cap and Floor RIGs

19. Where the Authority and the licensee agree on the need to modify the Cap and Floor RIGs, established under Part D of this condition, in order to:

    (a) reflect the specific circumstances of the licensee's interconnector; and
    (b) facilitate the effective monitoring of costs and revenue during the development, construction, operation, maintenance and decommissioning of the licensee's interconnector,

    such modifications may be made by the Authority, without following the process described in Part C of this condition, after bilateral consultation with the licensee.

20. Where the licensee and the Authority cannot reach agreement on the need for modifications under this Part F, such modifications may only be made by means of a direction, after the Authority has conducted a consultation with the licensee and such other interested parties as it considers appropriate (for a period of not less than 28 days) and considered any representations in response to that consultation that are duly made and not withdrawn.

21. Any modifications made pursuant to this Part F shall only apply to the Cap and Floor RIGs utilised by the relevant licensee.

Part G: Interpretation

22. For the purposes of this condition:

"Examiner"	means, in relation to the Cap and Floor RIGs, a person whose degree of knowledge and experience of the matters that are the subject of the Cap and Floor RIGs will enable him to properly carry out and complete the tasks required of him under the terms of his

	nomination by the Authority pursuant to the provisions of the Cap and Floor RIGs.
"Specified Information"	means information (or a category of information) that is so described or defined in the Cap and Floor RIGs.

Condition 26. Provision of information to the GB System Operator

1. The purpose of this condition is to set out when the licensee shall provide estimates of the value of the Interconnector Cap And Floor Revenue Adjustment term (ICF_t) to the GB System Operator and the Authority.

2. In the first TNUoS Reporting Relevant Year of the Regime Duration, the licensee shall as soon as reasonably practicable,

   (a) notify the GB System Operator of its best estimate for the value of ICF_t in respect of that TNUoS Reporting Relevant Year; and

   (b) notify the GB System Operator of its best estimate for the value of ICF_{t+1}; where:

   ICF_t is means the total payment in the TNUoS Reporting Relevant Year *t* to be made between the licensee and the GB System Operator, pursuant to and calculated in accordance with, the special conditions of the relevant licensee's electricity interconnector licence.

3. In each Relevant Year subsequent to the first TNUoS Reporting Relevant Year of the Regime Duration, the licensee shall, on or before the date specified in the CUSC:

   (a) notify the GB System Operator of its latest best estimate for the value of ICF_t; and

   (b) notify the GB System Operator of its latest best estimate for the value of ICF_{t+1}.

4. The licensee shall, at all times, keep under review the estimates notified to the GB System Operator pursuant to paragraphs 2 or 3. If at any time, the licensee

reasonably considers that the values of ICF_t and/or ICF_{t+1}, notified to the GB System Operator will be materially different from the estimates previously notified to the GB System Operator, the licensee shall notify the GB System Operator of the revised values for ICF_t and/or ICF_{t+1} as soon as reasonably practicable.

5. In each TNUoS Reporting Relevant Year subsequent to the first TNUoS Reporting Relevant Year of the Regime Duration, the licensee shall on or before the date specified in the CUSC (or such later date as the Authority may direct), provide a statement to the Authority specifying:

   (a) the values of ICF_t and ICF_{t+1} notified to the GB System Operator in the TNUoS Reporting Relevant Year *t-1* in accordance with paragraph 2 or paragraph 3 of this condition; and

   (b) any revised values of ICF_t and ICF_{t+1} notified to the GB System Operator in the TNUoS Reporting Relevant Year *t-1* in accordance with paragraph 4 of this condition.

6. For the purposes of this condition:

"Regime Duration"	has the meaning given to that term in Special Condition 1 (Definitions and Interpretation) of this licence
"TNUoS Reporting Relevant Year"	means a year beginning on 1 April of each calendar year and ending on 31 March of the following calendar year
"TNUoS Reporting Relevant Year *t*"	means that TNUoS Reporting Relevant Year for the purposes of which any calculation falls to be made
"TNUoS Reporting Relevant Year *t-1*"	means the TNUoS Reporting Relevant Year immediately preceding TNUoS Reporting Relevant Year *t* and similar expressions shall be construed accordingly.

APPENDIX 5

Direction under section 106(3) of the Communications Act 2003 applying the electronic communications code

Background

1. The Applicant has applied to Ofcom for a direction applying the Code to the Applicant.

2. The date on which Ofcom received a completed application that meets the statutory requirements with respect to the content of an application for a direction applying the Code and the manner in which such an application is to be made was 8 August 2019.

3. By virtue of regulation 3 of the Electronic Communications and Wireless Telegraphy Regulations 2011 (SI 2011 No. 1210), except in cases of expropriation, Ofcom must make its decision within 6 months of receiving the completed application.

4. Prior to giving a decision under section 106(3) of the Act to apply the Code to the Applicant, Ofcom must publish a notification of its proposal to give the direction and consider any representations about that proposal that are made to Ofcom within the period specified in the notification.

5. On 21 January 2020, Ofcom published, in accordance with section 107(6) of the Act, a notification of its proposal to give a direction applying the Code to the Applicant for the reasons set out in the consultation document accompanying that notification. That notification invited representations to Ofcom by no later than 5pm on 21 February 2020.

6. Ofcom received one response objecting to the proposal. The respondent was concerned that granting the Code powers would obviate the need for Aquind Limited to obtain relevant planning consents in connection with the installation of a power transmission link running from the south of England to Normandy in France (the Aquind Interconnector).

7. Having considered the objections raised, Ofcom has concluded that the conditions for granting Code powers have been met by the Applicant and it would be inappropriate to withdraw, withhold or delay the granting of it on the grounds stated by the respondent. Ofcom is only empowered to give a direction granting Code powers in relation to the provision of an electronic communications network. Ofcom has also set the scope of the Code powers to exclude the UK Aquind Interconnector Fibre which would be deployed in the Aquind Interconnector. The Applicant has indicated that it will seek development consent for this part of the electronic communication network under the Planning Act 2008.

8. For the reasons set out in the explanatory statement accompanying Ofcom's consultation, Ofcom has had regard, in particular, to each of the matters set out in section 107(4) of the Act. Furthermore, Ofcom has considered and acted in accordance with its general duties in section 3 of the Act and the six Community requirements in section 4 of the Act.

Decision

9. Ofcom hereby directs, in accordance with section 106 of the Act, as follows—

(a) the Code shall apply to the Applicant for the purposes of the provision by the Applicant of part of an electronic communications network, namely, the

Applicant's electronic communications network excluding the UK Aquind Interconnector Fibre, as defined in this direction; and

(b) that application of the Code shall have effect throughout England.

10. This Direction shall take effect on the day it is published.

Interpretation

11. In this Direction—

(a) "**Act**" means the Communications Act 2003;

(b) "**Applicant**" means Aquind Limited, whose registered company number is 06681477;

(c) "**Code**" means the electronic communications code set out in Schedule 3A to the Communications Act 2003;

(d) "**Ofcom**" means the Office of Communications.

(e) "**UK Aquind Interconnector Fibre** " means the part of the Applicant's electronic communications network in England, which is deployed in the Applicant's marine and underground electric power transmission link that runs between the south of England and Normandy in France, and is subject to a Direction issued on 30 July 2018, by the Secretary of State for Business, Energy and Industrial Strategy, pursuant to section 35 of the planning Act 2008.

12. For the purpose of interpreting this Direction—

(a) headings and titles shall be disregarded;

(b) the Interpretation Act 1978 shall apply as if this Notification were an Act of Parliament.

Signed

[redacted]

Brian Potterill

Competition Policy Director

A person duly authorised in accordance with paragraph 18 of the Schedule to the Office of Communications Act 2002

27 March 2020

SCHEDULE 5 TO COVERING LETTER

BLAKE MORGAN

Aquind Limited
Ogn House
Hadrian Way
Wallsend
NE28 6HL

Copy to: The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

By email only: aquind@planninginspectorate.gov.uk

New Kings Court
Tollgate
Chandler's Ford
Eastleigh SO53 3LG

DX 155850 Eastleigh 7

DDI: 023 8085 7431
T: 023 8090 8090
F: 0844 620 3401
E: adrian.noviss@blakemorgan.co.uk

www.blakemorgan.co.uk

Our ref: 00584927/000006

17 November 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022) ("Application")

Request for Further Technical Information and for AutoCAD drawings

Submitted in relation to Deadline 4 of the Examination Timetable

As you are aware, we act for Mr Geoffrey Carpenter and Mr Peter Carpenter (our "**Clients**"), who jointly own the freehold interest in land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL.

Aquind propose to acquire a large part of our Clients' land and your Works Plans **[REP2-003]** show the extent of land you hope to take outlined in red.

We refer to our Clients' representations submitted throughout the Examination to date, in relation to the Application.

Part of our Clients' representations relate to the powers of compulsory acquisition being sought through the Application, and specifically why you have not satisfied that there is a case for acquisition, nor a compelling case, to justify the extent of compulsory acquisition of our Clients' freehold interest in plot 1-32 of the Order Land.

To assist with explaining our Clients' representations to you and the Examining Authority in preparation for Compulsory Acquisition Hearing 2 on 11 December 2020, we request that Aquind makes available to us the following please:

1. The calculations for the fibre optic cable outer diameter;

2. The number of 192-fibre optic cables necessary for HV cable monitoring and support, & intra Convertor Station communications. The “192 “ figure derives from "Spare Capacity" section of the "Statement in Relation to FOC" (document reference Document Ref: 7.7.1) **[REP1-127]**; and

3. The AutoCAD drawings for the Works Plans **[REP2-003]** and Land Plans **[REP1-011a]**. We would like to produce and submit plans showing the alternative reduced land take which we are proposing on behalf of our Clients.

We should be grateful if you would please make the AutoCAD drawings available to us within five working days of the date of this letter so that we have sufficient time to prepare alternative drawings in time for Deadline 5 of the Examination Timetable.

We have copied in the Examining Authority so that they can be aware of our request for your assistance to us and to the Examining Authority in its evaluation of the extent of land take hoped for by you.

Please feel free to contact Anita Kasseean (anita.kasseean@blakemorgan.co.uk) of Blake Morgan LLP for any clarification you require in order to facilitate our request.

We look forward to hearing from you.

Yours faithfully

[redacted]

Blake Morgan LLP

BLAKE MORGAN

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

6 New Street Square
London EC4A 3DJ

DX 445 LDE

DDI: 020 7814 5401
T: 020 7405 2000
E: anita.kasseean@blakemorgan.co.uk

www.blakemorgan.co.uk

By email only: aquind@planninginspectorate.gov.uk

Our ref: 00584927/000006

30 November 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

Submissions made on behalf of Mr. Geoffrey Carpenter and Mr Peter Carpenter in relation to Little Denmead Farm (Registration Identification Number: 20025030) in relation to Deadline 5 of the Examination Timetable

And

Notification of change of contact for Blake Morgan LLP

We act for Mr. Geoffrey Carpenter and Mr Peter Carpenter, in relation to Little Denmead Farm.

The Examining Authority's (**ExA**) amended Rule 8 Letter **[PD-023]** (as amended on 20 November 2020) requires (amongst other things) Interested Parties to submit the following by Deadline 5:

"*Any information requested by the ExA under Rule 17 of the Examination Rules to assist the Hearings scheduled for weeks commencing 7 and 14 December 2020, including full transcripts of all oral submissions to be given at OFH1, OFH2, ISH1, CAH1, CAH2, ISH2 and ISH3*;…"

In light of this, we submit the following documents:

1. Open Floor Hearing 2 (OFH2) - 7 December 2020

We attach transcripts of the submissions our Clients wish to make at Open Floor Hearing 2.

2. **Issue Specific Hearing into the draft Development Consent Order (ISH1) - 9 December 2020**

We recognise that the primary vehicle for exchanging arguments in relation to key issues is through making written representation. To that end, instead of appearing and making oral submissions at this Issue Specific Hearing into the draft Development Consent Order, we submit the attached table of proposed amendments to the draft Development Consent Order **[REP3-003]** for consideration by the ExA.

3. Compulsory Acquisition Hearing 2 (CAH2) - 11 December 2020

We attach a transcript of the oral submissions Mr Christiaan Zwart, Counsel acting for our Clients, will be making at this hearing. Appendix F is to follow.

4. Issue Specific Hearing 2 into Traffic, Highways and Air Quality (ISH2) – 14 December 2020

We write to give notification that it is not our Clients' intention to make oral submissions at this Issue Specific Hearing.

As the primary medium of representation in the DCO process is the exchange of written representations, our Clients believe that they have already submitted the extent of their intended arguments in relation to the Application Development. These have been submitted both in full (REP1-232) and a summary of the status of our Clients' arguments (whether they have been resolved or remain unresolved by the Applicant) was submitted at Deadline 4 of the Examination Timetable (please see REP4-047 Schedule 2).

We therefore invite the ExA to address our Clients' unresolved representations at this hearing.

5. Issue Specific Hearing 3 into Environmental Matters (ISH3) – 15 December 2020

We write to give notification that it is not our Clients' intention to make oral submissions at this Issue Specific Hearing.

As the primary medium of representation in the DCO process is the exchange of written representations, our Clients believe that they have already submitted the extent of their intended arguments in relation to the Application Development. These have been submitted both in full (REP1-232) and a summary of the status of our Clients' arguments (whether they have been resolved or remain unresolved by the Applicant) was submitted at Deadline 4 of the Examination Timetable (please see REP4-047 Schedule 2).

We therefore invite the ExA to address our Clients' unresolved representations at this hearing.

6. Blake Morgan LLP Contact for PINS during the remainder of the Examination

All further formal written submissions and correspondence on behalf of our Clients will, from and including Deadline 6 onwards, be sent to PINS by Ms. Anita Kasseean of Blake Morgan LLP. The contact details for Ms. Kasseean are as follows:

Blake Morgan LLp, 6 New Street Square, London, EC4A 3DJ

Email: Anita.Kasseean@blakemorgan.co.uk

We trust that the above notification is received without issue, and this update as to the representation of our Clients is acknowledged and accepted.

Yours faithfully

Blake Morgan LLP

BLAKE MORGAN

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

6 New Street Square
London EC4A 3DJ

DX 445 LDE

DDI: 020 7814 5401
T: 020 7405 2000
E: anita.kasseean@blakemorgan.co.uk

www.blakemorgan.co.uk

By email only: aquind@planninginspectorate.gov.uk

Our ref: 00584927/000006

30 November 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

Submissions made on behalf of Mr. Geoffrey Carpenter and Mr Peter Carpenter in relation to Little Denmead Farm (Registration Identification Number: 20025030) in relation to Deadline 5 of the Examination Timetable

And

Notification of change of contact for Blake Morgan LLP

We act for Mr. Geoffrey Carpenter and Mr Peter Carpenter, in relation to Little Denmead Farm.

The Examining Authority's (**ExA**) amended Rule 8 Letter **[PD-023]** (as amended on 20 November 2020) requires (amongst other things) Interested Parties to submit the following by Deadline 5:

"*Any information requested by the ExA under Rule 17 of the Examination Rules to assist the Hearings scheduled for weeks commencing 7 and 14 December 2020, including full transcripts of all oral submissions to be given at OFH1, OFH2, ISH1, CAH1, CAH2, ISH2 and ISH3*;…"

In light of this, we submit the following documents:

1. Open Floor Hearing 2 (OFH2) - 7 December 2020

We attach transcripts of the submissions our Clients wish to make at Open Floor Hearing 2.

2. **Issue Specific Hearing into the draft Development Consent Order (ISH1) - 9 December 2020**

We recognise that the primary vehicle for exchanging arguments in relation to key issues is through making written representation. To that end, instead of appearing and making oral submissions at this Issue Specific Hearing into the draft Development Consent Order, we submit the attached table of proposed amendments to the draft Development Consent Order **[REP3-003]** for consideration by the ExA.

3. Compulsory Acquisition Hearing 2 (CAH2) - 11 December 2020

We attach a transcript of the oral submissions Mr Christiaan Zwart, Counsel acting for our Clients, will be making at this hearing. Appendix F is to follow.

4. Issue Specific Hearing 2 into Traffic, Highways and Air Quality (ISH2) – 14 December 2020

We write to give notification that it is not our Clients' intention to make oral submissions at this Issue Specific Hearing.

As the primary medium of representation in the DCO process is the exchange of written representations, our Clients believe that they have already submitted the extent of their intended arguments in relation to the Application Development. These have been submitted both in full (REP1-232) and a summary of the status of our Clients' arguments (whether they have been resolved or remain unresolved by the Applicant) was submitted at Deadline 4 of the Examination Timetable (please see REP4-047 Schedule 2).

We therefore invite the ExA to address our Clients' unresolved representations at this hearing.

5. Issue Specific Hearing 3 into Environmental Matters (ISH3) – 15 December 2020

We write to give notification that it is not our Clients' intention to make oral submissions at this Issue Specific Hearing.

As the primary medium of representation in the DCO process is the exchange of written representations, our Clients believe that they have already submitted the extent of their intended arguments in relation to the Application Development. These have been submitted both in full (REP1-232) and a summary of the status of our Clients' arguments (whether they have been resolved or remain unresolved by the Applicant) was submitted at Deadline 4 of the Examination Timetable (please see REP4-047 Schedule 2).

We therefore invite the ExA to address our Clients' unresolved representations at this hearing.

6. Blake Morgan LLP Contact for PINS during the remainder of the Examination

All further formal written submissions and correspondence on behalf of our Clients will, from and including Deadline 6 onwards, be sent to PINS by Ms. Anita Kasseean of Blake Morgan LLP. The contact details for Ms. Kasseean are as follows:

Blake Morgan LLp, 6 New Street Square, London, EC4A 3DJ

Email: Anita.Kasseean@blakemorgan.co.uk

We trust that the above notification is received without issue, and this update as to the representation of our Clients is acknowledged and accepted.

Yours faithfully

Blake Morgan LLP

Date: 30 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

WRITTEN SUBMISSIONS IN RELATION TO ISSUE SPECIFIC HEARING 1 INTO THE DRAFT DEVELOPMENT CONSENT ORDER

Submitted in relation to Deadline 5 of the Examination Timetable

BLAKE MORGAN

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 5 (30 NOVEMBER 2020)

WRITTEN SUBMISSIONS IN RELATION TO ISSUE SPECIFIC HEARING 1 INTO THE DRAFT DEVELOPMENT CONSENT ORDER

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	**Required Amendment**	**Justification for Required Amendment**
1	Part 1 Interpretation Article 2(1) Definition of "*marine HVDC cables*"	DELETE the words "*accompanying"* and *", and for commercial telecommunications uses*" from the definition, add "*such of, but no more, individual", and "and such communications between",* and substitute "*required for*" for "*accompanying*": *"marine HVDC cables" means two 320 kilovolt HVDC cable circuits for the transmission of electricity which may be bundled as two pairs of cables or take the form of single cables, together with: (i) such of, but no more,*	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047;

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		individual fibre optic data transmission cables as may be required for ~~accompanying each HVDC cable circuit,~~ for the purpose of control, monitoring, and protection of the HVDC cable circuits and such communications between the converter stations~~, and for commercial telecommunications uses~~; and (ii) one or more cable crossing;	column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations submitted for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
2	Part 1 Interpretation Article 2(1) Definition of "*onshore HVDC cables*"	DELETE the words "*, and for commercial telecommunications uses*" from the definition, add "*such of, but no more, individual",* substitute "*required for*" for "*accompanying*", and add "*for such communications between*": *"onshore HVDC cables" means two 320 kilovolt HVDC cable circuits for the transmission of electricity together with: (i) such of, but no more, individual fibre optic data transmission cables required for~~accompanying~~ each HVDC cable circuit for the purpose of control, monitoring, and protection of the HVDC cable circuits and such communications between the converter*	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047;

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		stations~~, and for commercial telecommunications~~; and (ii) one or more cable crossing;	column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations submitted for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
3	Part 1 Interpretation Article 2(1) Definition of "*telecommunications building*"	DELETE the definition of "*telecommunications building*": ~~"telecommunications building" means telecommunications apparatus and ancillary equipment related to the termination of and for the commercial use of the fibre optic data transmission cables housed within a building;~~	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			of document reference REP4-047 Representations submitted for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
4	Part 1 Interpretation Article 2(1) definition of "*undertaking*"	DELETE the words "*and provision of telecommunications services*" from the definition: *"undertaking" mean the transmission of electricity ~~and provision of telecommunications services~~ by the undertaker as authorised from time to time;*	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
5	Part 2 Consent to transfer the benefit of Order Article 7(6)(c)	DELETE Article 7(6)(c) in its entirety: ~~*(c) in respect of the benefit of the Order in so far as it relates to the commercial telecommunications use of the fibre optic data transmission cables any person who Ofcom have directed the electronic communications code is to have effect in relation to pursuant to section 106 of the Telecommunications Act 2003;*~~	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
6	Schedule 1 Authorised Development Paragraph 1 Work No. 2 (u)	DELETE Paragraph 1 sub-paragraph Work No. 2 (u): ~~*(u) up to 2 telecommunications buildings with a security perimeter fence including a security gate and in-between sterile zone and parking for up to 2 vehicles at any one time and associated fibre optic data transmission cables;*~~	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
7	Schedule 1 Authorised Development Paragraph 1 Work No. 2 (v)	DELETE and REPLACE with the words *"(v) a temporary construction access road over plots 1-32 and 1-51 subject to the terms of Part 8 of Schedule 13 to this Order*": *(v) a~~n~~ temporary construction access road over plots 1-32 and 1-51 subject to the terms of Part 8 of Schedule 13 to this Order;*	We contend, as contained in the draft protective provisions submitted at Deadline 5, that such asserted permanent access way is unjustified can only be temporary in nature and only be granted in relation to the construction of Works No. 2. Please see accompanying justification submitted within the transcript of submissions for Compulsory Acquisition Hearing 2 and the Proposed Protective Provisions submitted at Deadline 5 for full justification.
8	Schedule 1 Authorised Development Paragraph 1 Work No. 2 (w)	INSERT the word "*temporary construction":* *"(w) works required to replace an 11 kilovolt overhead electricity line with an 11 kilovolt underground electricity cable to facilitate the safe passage of construction vehicles along the proposed temporary*	We contend that where plans and documents refer to the access road, the Examining Authority should be treating this area as a "Parameter Zone 1 Access Road 1" in line with Building Parameter Drawing Ref EN020022-2.6-PARA-Sheet2 or 3 /Rev 01, Document Ref: 2.6 **[REP1-017]**.

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		construction access road subject to the terms of Schedule 13 to this Order"	We contend, as contained in the draft Proposed Protective Provisions submitted at Deadline 5, that such access is unjustified permanently and should only be temporary in nature for its purpose of enabling construction access and only apply during the period of construction relating to Works No. 2 within the Land Plans **[REP1-011a]** Plot 1-32. Please see accompanying justification submitted within the transcript of submissions for Compulsory Acquisition Hearing 2 and the Proposed Protective Provisions submitted at Deadline 5 for full justification.
9	Schedule 2 Requirements Interpretation Paragraph 1(1)	DELETE the words "*and telecommunications building*" within the description of the defined term and the words "*and telecommunications building*" from the definition: *"converter station ~~and telecommunications building~~ parameter plans" means the document certified as the*	The inclusion of individual fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for "Associated Development". The Telecommunications Buildings are exclusively

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Definition of "*converter station and telecommunications building parameter plans*"	*converter station ~~and telecommunications building~~ parameter plans by the Secretary of State under article 43 (Certification of plans, etc.) for the purposes of this Order;*	required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
10	Schedule 2 Requirements Converter station and optical regeneration station parameters	DELETE the words ""*and Telecommunications Building*": ***5.**—(1) The buildings and equipment identified in Work No. 2 and listed in table WN2 may only be constructed within the relevant parameter plan zone listed in Table WN2 below and shown on the Converter Station ~~and~~*	The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Paragraph 5(1)	~~*Telecommunications Building*~~ *Parameter Plans; with reference EN020022-2.6-PARA-Sheet 2 in the event option b(i) is confirmed to be the location for the converter station in accordance with requirement 4; or with reference EN020022-2.6-PARASheet3 in the event option b(ii) is confirmed to be the location for the converter station in accordance with requirement 4 listed in Schedule 7 to the Order, and in respect of any building in accordance with the maximum dimensions shown in that table for the building –*	that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
11	Schedule 2 Requirements Converter station and optical regeneration station parameters	DELETE the row relating to the "*Telecommunications building*" component:	The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Paragraph 5(1) Table WN2	~~*Telecommunications building*~~ | ~~*5*~~ | ~~*8 4 3*~~	that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
12	Schedule 2 Requirements Converter station and optical regeneration station parameters	DELETE the row relating to the "*Telecommunications building compound*" component:	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Paragraph 5(1) Table WN2	~~*Telecommunications building compound*~~ | ~~*5*~~ | ~~*30 10 -*~~	required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
13	Schedule 2 Requirements Converter station and optical regeneration station parameters	DELETE the row relating to the "*Telecommunications building security perimeter fence*" component: ~~*Telecommunications building security perimeter fence*~~ | ~~*5*~~ | ~~*30 10 2.45*~~	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Paragraph 5(1) Table WN2		required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
14	Schedule 2 Requirements Converter station and optical regeneration station parameters	DELETE the description of the "*Access Road*" component, ADD "*Within Parameter Zone 1 Access Road, ",* and the words "*Temporary Construction Access Road subject to the terms of Schedule 13 to this Order*":	We contend that where plans and documents refer to the access road, the Examining Authority should be treating this area as a Parameter Zone 1 Access Road in line with Building Parameter Plans, Sheet2 or 3, Plan Ref: EN020022-2.6-

<table>
<tr><th></th><th>Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)</th><th>Required Amendment</th><th>Justification for Required Amendment</th></tr>
<tr><td></td><td>Paragraph 5(1)

Table WN2</td><td><table><tr><td><u>Within Parameter Zone 1 Access Road, a Temporary Construction</u> Access road subject to the terms of Part 8 of Schedule 13 to this Order</td><td>1</td><td>1,200 7.3 -</td></tr></table></td><td>PARA-Sheet2 or 3, Document Ref: 2.6 [REP1-017].

We contend, as contained in the Proposed Protective Provisions submitted at Deadline 5, that such access should only be temporary in nature and only apply during the period of construction relating to Works No. 2.

Please see accompanying justification submitted within the transcript of submissions for Compulsory Acquisition Hearing 2 and the Proposed Protective Provisions submitted at Deadline 5 for full justification.</td></tr>
<tr><td>15</td><td>Schedule 2 Requirements</td><td>INSERT the words "temporary construction (subject to the terms of Schedule 13 to this Order)":</td><td>We contend that where plans and documents refer to the access road, the Examining Authority should be treating this area as a Parameter Zone 1 Access Road.</td></tr>
</table>

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Detailed design approval Paragraph 6(1)(h)	*"(h) vehicular access, the temporary construction access road (subject to the terms of Part 8 of Schedule 13 to this Order), parking and circulation areas;"*	We contend, as contained Proposed Protective Provisions submitted at Deadline 5, that such access should only be temporary in nature and only apply during the period of construction relating to Works No. 2 Please see accompanying justification submitted within the transcript of submissions for Compulsory Acquisition Hearing 2 and the Proposed Protective Provisions submitted at Deadline 5 for full justification.
16	Schedule 2 Requirements Fencing and other means of enclosure Paragraph 11(3)	DELETE the words "*, the telecommunications buildings*" twice: *(3) Any approved permanent fencing in relation to the converter station~~, the telecommunications buildings~~ and the optical regeneration stations must be completed before the converter station~~, the telecommunications buildings~~ or the optical regeneration stations as is relevant is brought into use*	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required.

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		and maintained for the operation lifetime of the converter station or the optical regeneration stations.	Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
17	Schedule 2 Requirements Contaminated land and groundwater Paragraph 13(1)	INSERT the words "*or of Stoneacre Copse outside the Order limits*": ***13.****—(1) No phase of the authorised development landwards of MHWS within the area of a relevant planning authority may commence until a written scheme applicable to that phase in accordance with the onshore outline construction environmental management plan and surface water drainage and aquifer contamination mitigation strategy (in so far as*	See paragraph 11.1 of document reference REP1-232 and column 3 of paragraph 26 of Schedule 2 of document reference REP4-047: Paragraph 16.6.1.8 of Chapter 16 of the Environmental Statement (document number 6.1.16) **[APP-131]** does not elaborate on what "effects" could be caused to Stoneacre Copse from increases in pollutants during the

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		relevant), to deal with the contamination of any land, including groundwater, within the Order limits landwards of MHWS <u>or of Stoneacre Copse outside the Order limits</u> which is likely to cause significant harm to persons or pollution of controlled waters or the environment has been submitted to and approved by the relevant planning authority in consultation with the Environment Agency and, to the extent it relates to the intertidal area, the MMO.	construction stage, nor is there a positive requirement in the draft DCO **[REP3-003]** to remediate any contamination of land outside the Order Limits.
18	Schedule 2 Requirements Contaminated land and groundwater Paragraph 13(3)	INSERT the words "*or of Stoneacre Copse outside the Order limits*": *(3) If, during the carrying out of the authorised development contamination of any land, including groundwater, within the Order limits landwards of MLWS <u>or of Stoneacre Copse outside the Order limits</u> which is likely to cause significant harm to persons or pollution of controlled waters or the environment not previously identified is found to be present then the developer will halt the continuation of such part of the authorised development as is to be carried out in the*	See paragraph 11.1 of document reference REP1-232 and column 3 of paragraph 26 of Schedule 2 of document reference REP4-047: Paragraph 16.6.1.8 of Chapter 16 of the Environmental Statement (document number 6.1.16) **[APP-131]** does not elaborate on what "effects" could be caused to Stoneacre Copse from increases in pollutants during the construction stage, nor is there a positive requirement in the draft DCO **[REP3-003]** to

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		area where the contamination has been identified and submit, and obtain approval from the relevant planning authority in consultation with the Environment Agency and, to the extent it relates to the intertidal area, the MMO for, a written scheme detailing how the contamination will be dealt with.	remediate any contamination of land outside the Order Limits.
19	Schedule 2 Requirements Contaminated land and groundwater Paragraph 13(4)	INSERT the words "*or of Stoneacre Copse outside the Order limits*": *(4) Any scheme submitted to deal with the contamination of any land, including groundwater, within the Order limits landwards of MHWS <u>or of Stoneacre Copse outside the Order limits</u> which is likely to cause significant harm to persons or pollution of controlled waters or the environment will include an investigation and assessment report, prepared by a specialist consultant approved by the relevant planning authority, to identify the extent of any contamination and the remedial measures to be taken to render the land fit for its intended purpose, together with a*	See paragraph 11.1 of document reference REP1-232 and column 3 of paragraph 26 of Schedule 2 of document reference REP4-047: Paragraph 16.6.1.8 of Chapter 16 of the Environmental Statement (document number 6.1.16) **[APP-131]** does not elaborate on what "effects" could be caused to Stoneacre Copse from increases in pollutants during the construction stage, nor is there a positive requirement in the draft DCO **[REP3-003]** to remediate any contamination of land outside the Order Limits.

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		management plan which sets out long-term measures with respect to any contaminants remaining on the site.	
20	Schedule 2 Requirements Restoration of land used temporarily for construction Paragraph 22	INSERT the words "*including the restoration of lost important species,* " and "*or restoration*": ***22.*** *The undertaker must confirm to the relevant planning authorities the date of the completion of the construction of the authorised development and any land within the Order limits landwards of MLWS which is used temporarily for construction of the authorised development must be reinstated to its former condition <u>including the restoration of lost important species</u>, or such condition <u>or restoration</u> as the relevant local planning authority may approve, within not more than twelve months of the date of the completion of the construction of the authorised development.*	See paragraph 14.2 of document reference REP1-232 and column 3 of paragraph 32 of Schedule 2 of document reference REP4-047. In relation to reinstatement we asked the Applicant to explain how it has factored in the amount of time it would take to restore the loss of important species through re-landscaping and re-planting - NOT RESOLVED) The Applicant's response avoided and failed to address the point we make. Their response only referred to the carrying out of reinstatement work to land to restore its former condition, which may not be the same thing as actually restoring the land to its former condition. The Applicant was asked to clarify whether it is confirming it will take 12 months to restore the loss of important species. If so, Requirement 22

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			of the draft DCO **[REP3-003]** should be amended to make it clear that the 12-month period includes the restoration of the loss of important species.
21	Schedule 2 Requirements Control of lighting during the operational period Paragraph 23	No proposed drafting amendment is put forward but we invite the Examining Authority to request of the Applicant that it insert a definition of "*exceptional circumstances*" to provide clarity in respect of their scope and particular content.	See paragraph 12.3 of document reference REP1-232 and column 3 of paragraph 27 of Schedule 2 of document reference REP4-047. There is currently no definition of "*exceptional circumstances*" in Requirement 23 of the draft DCO **[REP3-003]** in which operational external lighting is allowed. 'Exceptional' may mean anything to different persons.
22	Schedule 2 Requirements Decommissioning New Paragraph 26	INSERT a new paragraph 26 relating to Decommissioning: ***Decommissioning*** ***26.***—*(1) Within 24 months of the converter station ceasing to be used, a plan for the full*	The Draft DCO **[REP3-003]** does not contain any provisions, requirements or controls over when or how decommissioning will be carried out and how its impacts will be controlled or avoided. Full justification for decommissioning provisions is set out in paragraph 16.2 of document reference

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		decommissioning, demolition and removal of the converter station must be submitted to the relevant planning authority for approval setting out a decommissioning programme, a full assessment of its impacts, and a plan for the mitigation of those impacts. *(2) Subject to obtaining the necessary consents and approvals, the decommissioning, demolition and removal of the converter station must be implemented in accordance with the plan approved under paragraph (1).*	REP1-232 and column 3 of paragraph 35 of Schedule 2 of document reference REP4-047.
	Schedule 4 Land plans Drawing number EN020022-2.2-LP-Sheet1 **[REP1-011a]**	AMEND Drawing number EN020022-2.2-LP-Sheet1 **[REP1-011a]** as it relates to our Clients' land in accordance with the proposed protective provisions for Little Denmead Farm.	See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			In relation to our Clients' land generally in relation to Schedule 4 Land plans **[REP1-011a]** these should be read and amended in the context of the Proposed Protective Provisions submitted at Deadline 5 and the full justification submitted with them as part of our transcript for Compulsory Acquisition Hearing 2.
23.	Schedule 5 Works plans Drawing number EN020022-2.4WP-Sheet1 **[REP2-003]**	AMEND Drawing number EN020022-2.4WP-Sheet1 as it relates to our Clients' land in accordance with the Proposed Protective Provisions for Little Denmead Farm.	See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030). In relation to our Clients' land generally in relation to Schedule 5 Works plans **[REP2-003]** these should be read and amended in the context of the

<table>
<tr><th></th><th>Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)</th><th>Required Amendment</th><th>Justification for Required Amendment</th></tr>
<tr><td></td><td></td><td></td><td>proposed protective provisions submitted at Deadline 5 and the full justification submitted with them.</td></tr>
<tr><td>24</td><td>Schedule 7 Parameter Plans

Drawing Number EN020022-2.6-PARA-Sheet1 [REP1-017]</td><td>DELETE the words "and Telecommunications Buildings" from the Column headed Drawing Title:

<table><tr><td>EN020022-2.6-PARA-Sheet1</td><td>02</td><td>Converter Station <s>and Telecommunications Buildings</s> Parameter Plans Combined Options - Sheet 1 of 3</td><td>1:1,250</td><td>A1</td></tr></table></td><td>The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required.

Please see the following documents for a fuller account of our position in relation to this:

See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of</td></tr>
</table>

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
25	Schedule 7 Parameter Plans Drawing Number EN020022-2.6-PARA-Sheet1 **[REP1-017]**	AMEND Drawing Number EN020022-2.6-PARA-Sheet1 **[REP1-017]** to remove the Telecommunications Buildings from it	The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this:

<table>
<tr><th></th><th>Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)</th><th>Required Amendment</th><th>Justification for Required Amendment</th></tr>
<tr><td></td><td></td><td></td><td>See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).</td></tr>
<tr><td>26</td><td>Schedule 7 Parameter Plans

Drawing Number EN020022-2.6-PARA-Sheet2 [REP1-017]</td><td>DELETE the words "and Telecommunications Buildings" from the Column headed Drawing Title:

<table><tr><td>EN020022-2.6-PARA-Sheet2</td><td>02</td><td>Converter Station <s>and Telecommunications Buildings</s> Parameter Plans Option B(i) - Sheet 2 of 3</td><td>1:1,250</td><td>A1</td></tr></table></td><td>The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required.

Please see the following documents for a fuller account of our position in relation to this:</td></tr>
</table>

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
27	Schedule 7 Parameter Plans Drawing Number EN020022-2.6-PARA-Sheet2 **[REP1-017]**	AMEND Drawing Number EN020022-2.6-PARA-Sheet2 **[REP1-017]** to remove the Telecommunications Buildings from it	The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this:

<table>
<tr><th></th><th>Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)</th><th>Required Amendment</th><th>Justification for Required Amendment</th></tr>
<tr><td></td><td></td><td></td><td>See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).</td></tr>
<tr><td>28</td><td>Schedule 7 Parameter Plans

Drawing Number EN020022-2.6-PARA-Sheet3 [REP1-017]</td><td>DELETE the words "and Telecommunications Buildings" from the Column headed Drawing Title:

<table><tr><td>EN020022-2.6-PARA-Sheet3</td><td>02</td><td>Converter Station <s>and Telecommunications Buildings</s> Parameter Plans Option B(ii) - Sheet 3 of 3</td><td>1:1,250</td><td>A1</td></tr></table></td><td>The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required.

Please see the following documents for a fuller account of our position in relation to this:</td></tr>
</table>

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
29	Schedule 7 Parameter Plans Drawing Number EN020022-2.6-PARA-Sheet3 **[REP1-017]**	AMEND Drawing Number EN020022-2.6-PARA-Sheet3 **[REP1-017]** to remove the Telecommunications Buildings from it	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047;

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
30	Article 13 and Schedule 8 Streets and public rights of way to be temporarily stopped up	No proposed drafting amendment is put forward regarding temporary stopping up. However, we highlight the contents of our proposed protective provisions, the effect of which would be to dis-apply these powers.	Please see our transcript for Compulsory Acquisition Hearing 2 which contains the justification for the draft Proposed Protective Provisions for Little Denmead Farm submitted at Deadline 5 .
31	Schedule 10 Land of which temporary possession may be taken	We highlight the contents of our Proposed Protective Provisions for Schedule 13, the effect of which would be to amend the table at Schedule 10 as follows: INSERT reference to the part of plot 1-32 in column 2 of the first row of the table at Schedule 10, that will not	Please see our transcript for Compulsory Acquisition Hearing 2 which contains the justification for the Proposed Protective Provisions submitted at Deadline 5 for full justification.

<table>
<tr><th></th><th>Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)</th><th>Required Amendment</th><th>Justification for Required Amendment</th></tr>
<tr><td></td><td></td><td>be the subject of a lease to the undertaker pursuant to the new part 8 of Schedule 13:

<table><tr><td>(1) Purpose for which temporary possession may be taken</td><td>(2) Plot reference (as shown on land plans)</td><td>(3) Land plans sheet number</td></tr><tr><td>Activities in connection with the construction of Work. No. 2</td><td><u>1-32 [insert relevant] sqm [of each plot],</u> 1-34, 1-45, 1-46, 1-50, 1-54, 1-</td><td>Sheet 1</td></tr></table></td><td></td></tr>
</table>

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		57, 1-60, 1-65, 1-66, 1-67, 1-68, 1-71, 1-73	
32.	Schedule 13 (Protective Provisions)	Insert the new proposed Part 8 relating to protecting the interests of the Carpenters in Little Denmead Farm.	Please see our transcript submitted at Deadline 5 in relation to CAH 2.
33	Schedule 14 Certified documents	DELETE the words "*and telecommunications building*" from the Column headed *Document title:*	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively

<table>
<tr><th></th><th>Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)</th><th>Required Amendment</th><th>Justification for Required Amendment</th></tr>
<tr><td></td><td></td><td><table><tr><td>Converter station ~~and telecommunications building~~ parameter plan – Regulation 5(2)(o)</td><td>Application Document 2.6</td><td>002</td></tr></table></td><td>required in relation to that commercial purpose and so are not otherwise required.

In relation to our Clients' land generally in relation to Schedule 14 Certified documents these should be read and amended in the context of the proposed protective provisions submitted at Deadline 5and the full justification submitted with them. As they state, the proposed draft protective provisions will take precedence over any other terms of the Order.</td></tr>
<tr><td>34</td><td>In the event that our suggested amendments to delete references to the Telecommunications Building in the draft DCO are rejected, we request that the</td><td>Delete current provisions referring to the "Telecommunications Building" in the singular:

(a) Part 1 Article 2(1) Definition of "telecommunications building"
(b) Schedule 2 paragraph 1(1) - Definition of "converter station and telecommunications building parameter plans"</td><td>The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required.</td></tr>
</table>

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Applicant confirm whether it should be referred to in the singular or plural.	(c) Schedule 2 paragraph 5(1) (d) Schedule 2 paragraph 5(1) Table WN2 (e) Schedule 14 Certified documents – Document title description Delete current provisions referring to the "*Telecommunications Buildings*" in the plural: (a) Schedule 1 paragraph 1 Work No. 2 (u) (b) Schedule 2 paragraph 11(3) (c) Schedule 7 Parameter Plans - Drawing title descriptions	
35	Requirement 22 of Schedule 2	INSERT the words "(such condition to be independently assessed by the undertaker and to be agreed and documented with the relevant landowner before the relevant construction commences)" as follows: The undertaker must confirm to the relevant planning authorities the date of the completion of the construction of the authorised development and any land within the Order limits landwards of	See paragraph 6.7.2 of document reference REP1-232 and column 3 of paragraph 11 of Schedule 2 of document reference REP4-047. Requirement 22 of Schedule 2 to the draft DCO **[REP3-003]** does not state how the "former condition" is to be assessed and by whom, nor is there any requirement on the Applicant to agree

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		MLWS which is used temporarily for construction of the authorised development must be reinstated to its former condition (such condition to be independently assessed by the undertaker and to be agreed and documented with the relevant landowner before the relevant construction commences), or such condition as the relevant local planning authority may approve, within not more than twelve months of the date of the completion of the construction of the authorised development.	with the relevant owner of land what the "former condition" is2.
36			The effect of Articles 30 and 32 is not accurately reflected in the Land Plans (document number 2.2) **[REP1-011a]** or the Book of Reference (document number 4.3) **[REP4-003]**. Request that the relevant Land Plans and that the Book of Reference be amended to make it clearer that many more plots of land are under the threat of temporary possession. (REP1-232 Para 6.5.10

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			Please see accompanying justification submitted with the Proposed Protective Provisions submitted at Deadline 5 for full justification.

Date: 30 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

WRITTEN SUBMISSIONS IN RELATION TO ISSUE SPECIFIC HEARING 1 INTO THE DRAFT DEVELOPMENT CONSENT ORDER

Submitted in relation to Deadline 5 of the Examination Timetable

BLAKE MORGAN

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 5 (30 NOVEMBER 2020)

WRITTEN SUBMISSIONS IN RELATION TO ISSUE SPECIFIC HEARING 1 INTO THE DRAFT DEVELOPMENT CONSENT ORDER

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	**Required Amendment**	**Justification for Required Amendment**
1	Part 1 Interpretation Article 2(1) Definition of "*marine HVDC cables*"	DELETE the words "*accompanying"* and *", and for commercial telecommunications uses*" from the definition, add "*such of, but no more, individual", and "and such communications between",* and substitute "*required for*" for "*accompanying*": *"marine HVDC cables" means two 320 kilovolt HVDC cable circuits for the transmission of electricity which may be bundled as two pairs of cables or take the form of single cables, together with: (i) such of, but no more,*	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047;

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		individual fibre optic data transmission cables as may be required for ~~accompanying each HVDC cable circuit,~~ for the purpose of control, monitoring, and protection of the HVDC cable circuits and such communications between the converter stations~~, and for commercial telecommunications uses~~; and (ii) one or more cable crossing;	column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations submitted for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
2	Part 1 Interpretation Article 2(1) Definition of "*onshore HVDC cables*"	DELETE the words "*, and for commercial telecommunications uses*" from the definition, add "*such of, but no more, individual",* substitute "*required for*" for "*accompanying*", and add "*for such communications between*": *"onshore HVDC cables" means two 320 kilovolt HVDC cable circuits for the transmission of electricity together with: (i) such of, but no more, individual fibre optic data transmission cables required for~~accompanying~~ each HVDC cable circuit for the purpose of control, monitoring, and protection of the HVDC cable circuits and such communications between the converter*	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047;

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		stations~~, and for commercial telecommunications~~; and (ii) one or more cable crossing;	column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations submitted for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
3	Part 1 Interpretation Article 2(1) Definition of "*telecommunications building*"	DELETE the definition of "*telecommunications building*": ~~"telecommunications building" means telecommunications apparatus and ancillary equipment related to the termination of and for the commercial use of the fibre optic data transmission cables housed within a building;~~	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			of document reference REP4-047 Representations submitted for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
4	Part 1 Interpretation Article 2(1) definition of "*undertaking*"	DELETE the words "*and provision of telecommunications services*" from the definition: *"undertaking" mean the transmission of electricity ~~and provision of telecommunications services~~ by the undertaker as authorised from time to time;*	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
5	Part 2 Consent to transfer the benefit of Order Article 7(6)(c)	DELETE Article 7(6)(c) in its entirety: ~~*(c) in respect of the benefit of the Order in so far as it relates to the commercial telecommunications use of the fibre optic data transmission cables any person who Ofcom have directed the electronic communications code is to have effect in relation to pursuant to section 106 of the Telecommunications Act 2003;*~~	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
6	Schedule 1 Authorised Development Paragraph 1 Work No. 2 (u)	DELETE Paragraph 1 sub-paragraph Work No. 2 (u): ~~*(u) up to 2 telecommunications buildings with a security perimeter fence including a security gate and in-between sterile zone and parking for up to 2 vehicles at any one time and associated fibre optic data transmission cables;*~~	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
7	Schedule 1 Authorised Development Paragraph 1 Work No. 2 (v)	DELETE and REPLACE with the words *"(v) a temporary construction access road over plots 1-32 and 1-51 subject to the terms of Part 8 of Schedule 13 to this Order*": *(v) a~~n~~ temporary construction access road over plots 1-32 and 1-51 subject to the terms of Part 8 of Schedule 13 to this Order;*	We contend, as contained in the draft protective provisions submitted at Deadline 5, that such asserted permanent access way is unjustified can only be temporary in nature and only be granted in relation to the construction of Works No. 2. Please see accompanying justification submitted within the transcript of submissions for Compulsory Acquisition Hearing 2 and the Proposed Protective Provisions submitted at Deadline 5 for full justification.
8	Schedule 1 Authorised Development Paragraph 1 Work No. 2 (w)	INSERT the word "*temporary construction":* *"(w) works required to replace an 11 kilovolt overhead electricity line with an 11 kilovolt underground electricity cable to facilitate the safe passage of construction vehicles along the proposed temporary*	We contend that where plans and documents refer to the access road, the Examining Authority should be treating this area as a "Parameter Zone 1 Access Road 1" in line with Building Parameter Drawing Ref EN020022-2.6-PARA-Sheet2 or 3 /Rev 01, Document Ref: 2.6 **[REP1-017]**.

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		construction access road subject to the terms of Schedule 13 to this Order"	We contend, as contained in the draft Proposed Protective Provisions submitted at Deadline 5, that such access is unjustified permanently and should only be temporary in nature for its purpose of enabling construction access and only apply during the period of construction relating to Works No. 2 within the Land Plans **[REP1-011a]** Plot 1-32. Please see accompanying justification submitted within the transcript of submissions for Compulsory Acquisition Hearing 2 and the Proposed Protective Provisions submitted at Deadline 5 for full justification.
9	Schedule 2 Requirements Interpretation Paragraph 1(1)	DELETE the words "*and telecommunications building*" within the description of the defined term and the words "*and telecommunications building*" from the definition: *"converter station ~~and telecommunications building~~ parameter plans" means the document certified as the*	The inclusion of individual fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for "Associated Development". The Telecommunications Buildings are exclusively

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Definition of "*converter station and telecommunications building parameter plans*"	*converter station ~~and telecommunications building~~ parameter plans by the Secretary of State under article 43 (Certification of plans, etc.) for the purposes of this Order;*	required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
10	Schedule 2 Requirements Converter station and optical regeneration station parameters	DELETE the words ""*and Telecommunications Building*": ***5.**—(1) The buildings and equipment identified in Work No. 2 and listed in table WN2 may only be constructed within the relevant parameter plan zone listed in Table WN2 below and shown on the Converter Station ~~and~~*	The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Paragraph 5(1)	~~*Telecommunications Building*~~ *Parameter Plans; with reference EN020022-2.6-PARA-Sheet 2 in the event option b(i) is confirmed to be the location for the converter station in accordance with requirement 4; or with reference EN020022-2.6-PARASheet3 in the event option b(ii) is confirmed to be the location for the converter station in accordance with requirement 4 listed in Schedule 7 to the Order, and in respect of any building in accordance with the maximum dimensions shown in that table for the building –*	that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
11	Schedule 2 Requirements Converter station and optical regeneration station parameters	DELETE the row relating to the "*Telecommunications building*" component:	The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Paragraph 5(1) Table WN2	~~*Telecommunications building*~~ | ~~*5*~~ | ~~*8 4 3*~~	that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
12	Schedule 2 Requirements Converter station and optical regeneration station parameters	DELETE the row relating to the "*Telecommunications building compound*" component:	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Paragraph 5(1) Table WN2	~~*Telecommunications building compound*~~ | ~~*5*~~ | ~~*30 10 -*~~	required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
13	Schedule 2 Requirements Converter station and optical regeneration station parameters	DELETE the row relating to the "*Telecommunications building security perimeter fence*" component: ~~*Telecommunications building security perimeter fence*~~ | ~~*5*~~ | ~~*30 10 2.45*~~	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Paragraph 5(1) Table WN2		required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
14	Schedule 2 Requirements Converter station and optical regeneration station parameters	DELETE the description of the "*Access Road*" component, ADD "*Within Parameter Zone 1 Access Road, ",* and the words "*Temporary Construction Access Road subject to the terms of Schedule 13 to this Order*":	We contend that where plans and documents refer to the access road, the Examining Authority should be treating this area as a Parameter Zone 1 Access Road in line with Building Parameter Plans, Sheet2 or 3, Plan Ref: EN020022-2.6-

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Paragraph 5(1) Table WN2	<table><tr><td>*Within Parameter Zone 1 Access Road, a Temporary Construction Access road subject to the terms of Part 8 of Schedule 13 to this Order*</td><td>*1*</td><td>*1,200 7.3 -*</td></tr></table>	PARA-Sheet2 or 3, Document Ref: 2.6 [REP1-017]. We contend, as contained in the Proposed Protective Provisions submitted at Deadline 5, that such access should only be temporary in nature and only apply during the period of construction relating to Works No. 2. Please see accompanying justification submitted within the transcript of submissions for Compulsory Acquisition Hearing 2 and the Proposed Protective Provisions submitted at Deadline 5 for full justification.
15	Schedule 2 Requirements	INSERT the words "*temporary construction (subject to the terms of Schedule 13 to this Order)*":	We contend that where plans and documents refer to the access road, the Examining Authority should be treating this area as a Parameter Zone 1 Access Road.

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Detailed design approval Paragraph 6(1)(h)	*"(h) vehicular access, the temporary construction access road (subject to the terms of Part 8 of Schedule 13 to this Order), parking and circulation areas;"*	We contend, as contained Proposed Protective Provisions submitted at Deadline 5, that such access should only be temporary in nature and only apply during the period of construction relating to Works No. 2 Please see accompanying justification submitted within the transcript of submissions for Compulsory Acquisition Hearing 2 and the Proposed Protective Provisions submitted at Deadline 5 for full justification.
16	Schedule 2 Requirements Fencing and other means of enclosure Paragraph 11(3)	DELETE the words "*, the telecommunications buildings*" twice: *(3) Any approved permanent fencing in relation to the converter station~~, the telecommunications buildings~~ and the optical regeneration stations must be completed before the converter station~~, the telecommunications buildings~~ or the optical regeneration stations as is relevant is brought into use*	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required.

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		and maintained for the operation lifetime of the converter station or the optical regeneration stations.	Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
17	Schedule 2 Requirements Contaminated land and groundwater Paragraph 13(1)	INSERT the words "*or of Stoneacre Copse outside the Order limits*": ***13.****—(1) No phase of the authorised development landwards of MHWS within the area of a relevant planning authority may commence until a written scheme applicable to that phase in accordance with the onshore outline construction environmental management plan and surface water drainage and aquifer contamination mitigation strategy (in so far as*	See paragraph 11.1 of document reference REP1-232 and column 3 of paragraph 26 of Schedule 2 of document reference REP4-047: Paragraph 16.6.1.8 of Chapter 16 of the Environmental Statement (document number 6.1.16) [APP-131] does not elaborate on what "effects" could be caused to Stoneacre Copse from increases in pollutants during the

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		relevant), to deal with the contamination of any land, including groundwater, within the Order limits landwards of MHWS or of Stoneacre Copse outside the Order limits which is likely to cause significant harm to persons or pollution of controlled waters or the environment has been submitted to and approved by the relevant planning authority in consultation with the Environment Agency and, to the extent it relates to the intertidal area, the MMO.	construction stage, nor is there a positive requirement in the draft DCO **[REP3-003]** to remediate any contamination of land outside the Order Limits.
18	Schedule 2 Requirements Contaminated land and groundwater Paragraph 13(3)	INSERT the words "*or of Stoneacre Copse outside the Order limits*": *(3) If, during the carrying out of the authorised development contamination of any land, including groundwater, within the Order limits landwards of MLWS or of Stoneacre Copse outside the Order limits which is likely to cause significant harm to persons or pollution of controlled waters or the environment not previously identified is found to be present then the developer will halt the continuation of such part of the authorised development as is to be carried out in the*	See paragraph 11.1 of document reference REP1-232 and column 3 of paragraph 26 of Schedule 2 of document reference REP4-047: Paragraph 16.6.1.8 of Chapter 16 of the Environmental Statement (document number 6.1.16) **[APP-131]** does not elaborate on what "effects" could be caused to Stoneacre Copse from increases in pollutants during the construction stage, nor is there a positive requirement in the draft DCO **[REP3-003]** to

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		area where the contamination has been identified and submit, and obtain approval from the relevant planning authority in consultation with the Environment Agency and, to the extent it relates to the intertidal area, the MMO for, a written scheme detailing how the contamination will be dealt with.	remediate any contamination of land outside the Order Limits.
19	Schedule 2 Requirements Contaminated land and groundwater Paragraph 13(4)	INSERT the words "*or of Stoneacre Copse outside the Order limits*": *(4) Any scheme submitted to deal with the contamination of any land, including groundwater, within the Order limits landwards of MHWS or of Stoneacre Copse outside the Order limits which is likely to cause significant harm to persons or pollution of controlled waters or the environment will include an investigation and assessment report, prepared by a specialist consultant approved by the relevant planning authority, to identify the extent of any contamination and the remedial measures to be taken to render the land fit for its intended purpose, together with a*	See paragraph 11.1 of document reference REP1-232 and column 3 of paragraph 26 of Schedule 2 of document reference REP4-047: Paragraph 16.6.1.8 of Chapter 16 of the Environmental Statement (document number 6.1.16) **[APP-131]** does not elaborate on what "effects" could be caused to Stoneacre Copse from increases in pollutants during the construction stage, nor is there a positive requirement in the draft DCO **[REP3-003]** to remediate any contamination of land outside the Order Limits.

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		management plan which sets out long-term measures with respect to any contaminants remaining on the site.	
20	Schedule 2 Requirements Restoration of land used temporarily for construction Paragraph 22	INSERT the words "*including the restoration of lost important species,* " and "*or restoration*": ***22.*** *The undertaker must confirm to the relevant planning authorities the date of the completion of the construction of the authorised development and any land within the Order limits landwards of MLWS which is used temporarily for construction of the authorised development must be reinstated to its former condition <u>including the restoration of lost important species</u>, or such condition <u>or restoration</u> as the relevant local planning authority may approve, within not more than twelve months of the date of the completion of the construction of the authorised development.*	See paragraph 14.2 of document reference REP1-232 and column 3 of paragraph 32 of Schedule 2 of document reference REP4-047. In relation to reinstatement we asked the Applicant to explain how it has factored in the amount of time it would take to restore the loss of important species through re-landscaping and re-planting - NOT RESOLVED) The Applicant's response avoided and failed to address the point we make. Their response only referred to the carrying out of reinstatement work to land to restore its former condition, which may not be the same thing as actually restoring the land to its former condition. The Applicant was asked to clarify whether it is confirming it will take 12 months to restore the loss of important species. If so, Requirement 22

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			of the draft DCO [REP3-003] should be amended to make it clear that the 12-month period includes the restoration of the loss of important species.
21	Schedule 2 Requirements Control of lighting during the operational period Paragraph 23	No proposed drafting amendment is put forward but we invite the Examining Authority to request of the Applicant that it insert a definition of "*exceptional circumstances*" to provide clarity in respect of their scope and particular content.	See paragraph 12.3 of document reference REP1-232 and column 3 of paragraph 27 of Schedule 2 of document reference REP4-047. There is currently no definition of "*exceptional circumstances*" in Requirement 23 of the draft DCO [REP3-003] in which operational external lighting is allowed. 'Exceptional' may mean anything to different persons.
22	Schedule 2 Requirements Decommissioning New Paragraph 26	INSERT a new paragraph 26 relating to Decommissioning: ***Decommissioning*** ***26.***—*(1) Within 24 months of the converter station ceasing to be used, a plan for the full*	The Draft DCO [REP3-003] does not contain any provisions, requirements or controls over when or how decommissioning will be carried out and how its impacts will be controlled or avoided. Full justification for decommissioning provisions is set out in paragraph 16.2 of document reference

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		decommissioning, demolition and removal of the converter station must be submitted to the relevant planning authority for approval setting out a decommissioning programme, a full assessment of its impacts, and a plan for the mitigation of those impacts. *(2) Subject to obtaining the necessary consents and approvals, the decommissioning, demolition and removal of the converter station must be implemented in accordance with the plan approved under paragraph (1).*	REP1-232 and column 3 of paragraph 35 of Schedule 2 of document reference REP4-047.
	Schedule 4 Land plans Drawing number EN020022-2.2-LP-Sheet1 **[REP1-011a]**	AMEND Drawing number EN020022-2.2-LP-Sheet1 **[REP1-011a]** as it relates to our Clients' land in accordance with the proposed protective provisions for Little Denmead Farm.	See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			In relation to our Clients' land generally in relation to Schedule 4 Land plans **[REP1-011a]** these should be read and amended in the context of the Proposed Protective Provisions submitted at Deadline 5 and the full justification submitted with them as part of our transcript for Compulsory Acquisition Hearing 2.
23.	Schedule 5 Works plans Drawing number EN020022-2.4WP-Sheet1 **[REP2-003]**	AMEND Drawing number EN020022-2.4WP-Sheet1 as it relates to our Clients' land in accordance with the Proposed Protective Provisions for Little Denmead Farm.	See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030). In relation to our Clients' land generally in relation to Schedule 5 Works plans **[REP2-003]** these should be read and amended in the context of the

<table>
<tr><th></th><th>Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)</th><th>Required Amendment</th><th>Justification for Required Amendment</th></tr>
<tr><td></td><td></td><td></td><td>proposed protective provisions submitted at Deadline 5 and the full justification submitted with them.</td></tr>
<tr><td>24</td><td>Schedule 7 Parameter Plans

Drawing Number EN020022-2.6-PARA-Sheet1 [REP1-017]</td><td>DELETE the words "and Telecommunications Buildings" from the Column headed Drawing Title:

<table><tr><td>EN020022-2.6-PARA-Sheet1</td><td>02</td><td>Converter Station <s>and Telecommunications Buildings</s> Parameter Plans Combined Options - Sheet 1 of 3</td><td>1:1,250</td><td>A1</td></tr></table></td><td>The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required.

Please see the following documents for a fuller account of our position in relation to this:

See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of</td></tr>
</table>

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
25	Schedule 7 Parameter Plans Drawing Number EN020022-2.6-PARA-Sheet1 [REP1-017]	AMEND Drawing Number EN020022-2.6-PARA-Sheet1 [REP1-017] to remove the Telecommunications Buildings from it	The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this:

<table>
<tr><th></th><th>Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)</th><th>Required Amendment</th><th>Justification for Required Amendment</th></tr>
<tr><td></td><td></td><td></td><td>See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).</td></tr>
<tr><td>26</td><td>Schedule 7 Parameter Plans

Drawing Number EN020022-2.6-PARA-Sheet2 [REP1-017]</td><td>DELETE the words "and Telecommunications Buildings" from the Column headed Drawing Title:

<table><tr><td>EN020022-2.6-PARA-Sheet2</td><td>02</td><td>Converter Station <s>and Telecommunications Buildings</s> Parameter Plans Option B(i) - Sheet 2 of 3</td><td>1:1,250</td><td>A1</td></tr></table></td><td>The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required.

Please see the following documents for a fuller account of our position in relation to this:</td></tr>
</table>

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
27	Schedule 7 Parameter Plans Drawing Number EN020022-2.6-PARA-Sheet2 [REP1-017]	AMEND Drawing Number EN020022-2.6-PARA-Sheet2 [REP1-017] to remove the Telecommunications Buildings from it	The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this:

<table>
<tr><th></th><th>Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)</th><th>Required Amendment</th><th>Justification for Required Amendment</th></tr>
<tr><td></td><td></td><td></td><td>See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).</td></tr>
<tr><td>28</td><td>Schedule 7 Parameter Plans

Drawing Number EN020022-2.6-PARA-Sheet3 [REP1-017]</td><td>DELETE the words "and Telecommunications Buildings" from the Column headed Drawing Title:

<table><tr><td>EN020022-2.6-PARA-Sheet3</td><td>02</td><td>Converter Station <s>and Telecommunications Buildings</s> Parameter Plans Option B(ii) - Sheet 3 of 3</td><td>1:1,250</td><td>A1</td></tr></table></td><td>The inclusion of fibre optic telecommunication cables for commercial purposes does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required.

Please see the following documents for a fuller account of our position in relation to this:</td></tr>
</table>

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047; column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
29	Schedule 7 Parameter Plans Drawing Number EN020022-2.6-PARA-Sheet3 [REP1-017]	AMEND Drawing Number EN020022-2.6-PARA-Sheet3 [REP1-017] to remove the Telecommunications Buildings from it	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required. Please see the following documents for a fuller account of our position in relation to this: See column 4 of paragraphs 8 and 10 of Schedule 1 of document reference REP4-047;

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			column 3 of paragraphs 2 and 7 of Schedule 2 of document reference REP4-047; and Schedule 4 of document reference REP4-047 Representations for Deadline 4 by Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030).
30	Article 13 and Schedule 8 Streets and public rights of way to be temporarily stopped up	No proposed drafting amendment is put forward regarding temporary stopping up. However, we highlight the contents of our proposed protective provisions, the effect of which would be to dis-apply these powers.	Please see our transcript for Compulsory Acquisition Hearing 2 which contains the justification for the draft Proposed Protective Provisions for Little Denmead Farm submitted at Deadline 5 .
31	Schedule 10 Land of which temporary possession may be taken	We highlight the contents of our Proposed Protective Provisions for Schedule 13, the effect of which would be to amend the table at Schedule 10 as follows: INSERT reference to the part of plot 1-32 in column 2 of the first row of the table at Schedule 10, that will not	Please see our transcript for Compulsory Acquisition Hearing 2 which contains the justification for the Proposed Protective Provisions submitted at Deadline 5 for full justification.

<table>
<tr><th></th><th>Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)</th><th>Required Amendment</th><th>Justification for Required Amendment</th></tr>
<tr><td></td><td></td><td>be the subject of a lease to the undertaker pursuant to the new part 8 of Schedule 13:

<table><tr><td>(1) Purpose for which temporary possession may be taken</td><td>(2) Plot reference (as shown on land plans)</td><td>(3) Land plans sheet number</td></tr><tr><td>Activities in connection with the construction of Work. No. 2</td><td><u>1-32 [insert relevant] sqm [of each plot],</u> 1-34, 1-45, 1-46, 1-50, 1-54, 1-</td><td>Sheet 1</td></tr></table></td><td></td></tr>
</table>

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		57, 1-60, 1-65, 1-66, 1-67, 1-68, 1-71, 1-73	
32.	Schedule 13 (Protective Provisions)	Insert the new proposed Part 8 relating to protecting the interests of the Carpenters in Little Denmead Farm.	Please see our transcript submitted at Deadline 5 in relation to CAH 2.
33	Schedule 14 Certified documents	DELETE the words "*and telecommunications building*" from the Column headed *Document title:*	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		Converter station ~~and telecommunications building~~ parameter plan – Regulation 5(2)(o) | Application Document 2.6 | 002	required in relation to that commercial purpose and so are not otherwise required. In relation to our Clients' land generally in relation to Schedule 14 Certified documents these should be read and amended in the context of the proposed protective provisions submitted at Deadline 5and the full justification submitted with them. As they state, the proposed draft protective provisions will take precedence over any other terms of the Order.
34	In the event that our suggested amendments to delete references to the Telecommunications Building in the draft DCO are rejected, we request that the	Delete current provisions referring to the "*Telecommunications Building*" in the singular: (a) Part 1 Article 2(1) Definition of "*telecommunications building*" (b) Schedule 2 paragraph 1(1) - Definition of "*converter station and telecommunications building parameter plans*"	The inclusion of fibre optic telecommunication cables for commercial purposes cannot and does not satisfy the relevant legal tests for being "Associated Development". The Telecommunications Buildings are exclusively required in relation to that commercial purpose and so are not otherwise required.

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
	Applicant confirm whether it should be referred to in the singular or plural.	(c) Schedule 2 paragraph 5(1) (d) Schedule 2 paragraph 5(1) Table WN2 (e) Schedule 14 Certified documents – Document title description Delete current provisions referring to the "*Telecommunications Buildings*" in the plural: (a) Schedule 1 paragraph 1 Work No. 2 (u) (b) Schedule 2 paragraph 11(3) (c) Schedule 7 Parameter Plans - Drawing title descriptions	
35	Requirement 22 of Schedule 2	INSERT the words "(such condition to be independently assessed by the undertaker and to be agreed and documented with the relevant landowner before the relevant construction commences)" as follows: The undertaker must confirm to the relevant planning authorities the date of the completion of the construction of the authorised development and any land within the Order limits landwards of	See paragraph 6.7.2 of document reference REP1-232 and column 3 of paragraph 11 of Schedule 2 of document reference REP4-047. Requirement 22 of Schedule 2 to the draft DCO [REP3-003] does not state how the "former condition" is to be assessed and by whom, nor is there any requirement on the Applicant to agree

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
		MLWS which is used temporarily for construction of the authorised development must be reinstated to its former condition (such condition to be independently assessed by the undertaker and to be agreed and documented with the relevant landowner before the relevant construction commences), or such condition as the relevant local planning authority may approve, within not more than twelve months of the date of the completion of the construction of the authorised development.	with the relevant owner of land what the "former condition" is2.
36			The effect of Articles 30 and 32 is not accurately reflected in the Land Plans (document number 2.2) [REP1-011a] or the Book of Reference (document number 4.3) [REP4-003]. Request that the relevant Land Plans and that the Book of Reference be amended to make it clearer that many more plots of land are under the threat of temporary possession. (REP1-232 Para 6.5.10

	Provision in of Draft DCO [REP3-003] (version as submitted by the Applicant at Deadline 3)	Required Amendment	Justification for Required Amendment
			Please see accompanying justification submitted with the Proposed Protective Provisions submitted at Deadline 5 for full justification.

Date: 30 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

TRANSCRIPT OF ORAL SUBMISSIONS IN RELATION TO COMPULSORY ACQUISITION HEARING 2

Submitted in relation to Deadline 5 of the Examination Timetable

EXECUTIVE SUMMARY – ORAL SUBMISSIONS FOR DEADLINE 5

1. The Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]** and subsequent documents set out their position in relation to their Land being taken against their will.

2. In respect of this Deadline 5, the DCO Issue Specific Hearing and the Compulsory Purchase Issue Specific Hearings, these are the oral submissions of the Carpenters.

3. The Legal Framework for the Ddco is in **Appendix A** hereto. The law provides: (Emphasis added)

   "The taking of a person's land against his will is a serious invasion of his proprietary rights. The use of statutory authority for the destruction of those rights requires to be most carefully scrutinised.

4. The Facts Framework is in **Appendix B** hereto.

5. In essence, upon that careful scrutiny, it becomes evident in relation to this Application that no more is justified than:

   a) The presence of one unmanned Convertor Station within Parameter Volume Option B(ii), being also the least intrusive volumetric intervention within their Land;

   b) The presence of two electricity bearing cable circuits in trenches aligned to Figure 24.2, Drawing Ref: EN020022-ES-24.2-Sheet1/Rev 01 **[APP-336]** and at a below ground level of more than 1m below the surface and with related individual fibre optic cables for supporting purposes;

   c) The availability of an inspection and maintenance access to the unmanned Convertor Station for light vehicles about 3-4 times annually;

   d) Emergency temporary access to the unmanned Convertor Station in line with such emergency recovery plan as Aquind may have;

   e) The presence of the unmanned Convertor Station for more than 125 years in line with the usual period for infrastructure.

6. For the reasons given in Schedule 4 to the Deadline 4 Representations of the Carpenters **[REP4-047]** and in **Appendix J** hereto relating to Landscape, the extent of permanent land take is unjustified.

7. Instead, the Carpenters propose Protective Provisions in a draft Schedule 13 hereto with related refinements to the scope of the draft DCO **[REP3-003]**, Revision 2 as at Deadline 4.

8. **Appendix K** illustrates what is envisaged.

9. The Carpenters' set out herein below the more detailed basis of the foregoing but, because written representations are the primary vehicle for a DCO Examination, do not envisage reading out the remainder of this Transcript.

THE CARPENTERS' LAND, HM REGISTRY TITLE HP 763 097

10. The Carpenters' freehold land is identified in HM Land Registry Title HP 763 097 and its geographical extent is shown on the filed plan ("the Land"). See Schedules 1, 2, and 3 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]**. The land outlined in green in its Title's North-West corner was conveyed to National Grid in 2013 ("Green Land"). See below.

11. Except for the Farm buildings in it Southern part, the Land remains undeveloped agricultural land and categorised under the Agricultural Land Classification (ALC) as part: Grade 3a (Good Quality Agricultural Land) at its Southern Central part; Grade 3b (Moderate Quality) in its Northern and Southern parts; and Grade 4 (Poor Quality) in its Central part. See Figure 17.2 of Appendix 17.2 of ES Volume 3 (14th November 2019), Document Ref: 6.3.17.2 **[APP-426]**. Grade 3a land is capable of consistently producing moderate to high yields of a narrow range of arable crops (e.g. cereals) or moderate yields of a wide range of crops (e.g. cereals, grass, oilseed rape, potatoes, sugar beet and less demanding horticultural crops). Grade 3b land is capable of producing moderate yields of a narrow range of crops (mainly cereals and grass) or lower yields of a wider range of crops, or high yields of grass (for grazing/harvesting). Grade 4 Land included within this grade suffers severe limitations that significantly restrict the range and/or yield of crops to be grown. This land is mainly suited to grass with occasion arable crops – the yields of which are variable. In moist climates grass yields are likely to be moderate to high but there are often difficulties in utilisation. Very droughty arable land is also included in this land grade. This explains also why the Land is able to be used for livestock and is used for paddocks, in part, as well as hay crops being taken. Grades 1, 2 and subgrade 3a are considered within the 'best and most versatile' land category in the current planning system. NPPF paragraph 170(a) requires planning decisions to protect and enhance soils; and (b) requires recognition of the wider benefits of the best and most versatile agricultural land (here, 3a).

12. The Land slopes upwards to the North from the Farm buildings. Two lines of pylons traverse the Land from West to East, bearing overhead lines from the Sub-Station east of the Green Land. See, e.g., Views 4, 4a and 6 of the Design and Access Statement, Sub-Station Extension, in **Appendix C** hereto. View

13. The Land is accessible from the highway by ways that include a "right of way" between the highway to its East and its South-Eastern corner. Access Westwards to the Farm buildings comes off that right of way. See Schedules 1 and 2 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]**, and Property Register, paragraph 2. From that corner, within the Land, an existing track ("the Track") runs Northwards along its Eastern boundary to the North-East corner before turning South-Westwards. The Final Site Plan 13/SWA/5547006/P0 attached to planning permission, ref. 13/01025/FUL, shows this corner situation in some detail, including that the

Green Land abuts the North side of that Track outside of the Land. 1964 pylon construction used that Track.

THE EXISTING LAND INTEREST SITUATION AS AT DEADLINE 5 (30TH November 2020)

14. North-West of the Land lies an electricity sub-station ("the Sub-Station Land"). See Schedule 2 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]**. The Sub-station Land benefits from two planning permissions: a) permission reference 32642/003, 19th January 2019, for "Installation of 30m high Telecommunication Mast 0.6m dish and 0.6m antenna for network connections between electricity substations" ("Development No. 70"). (See paragraph 15.5.4.6 of Chapter 15 of the ES (14th November 2019), Document Ref: 6.1.1.5 **[APP-130]** where it is mis-described as an "application" only; and **Appendix D** hereto.

15. Planning permission for the Western Extension of the Sub-Station Land was granted on the 6th August 2013 in anticipation of an interconnector. Condition 2 requires adherence to landscaping and tree planting in accordance with Final Site Plan 13/SWA/5547006/P0. See planning permission, ref. 13/01025/FUL, in **Appendix E** hereto (and expired in August 2016 unless lawfully implemented. Table 1 of Planning History, Document Ref. 5.4.2 **[APP-110]** asserts that that permission has been implemented but it remains unclear what material operation has occurred). On the basis that it has been implemented, the Design and Access Statement for the Extension shows, in Figure 1, the location outlined in red of the Extension and a Final Site Plan 13/SWA/5547006/P0 shows the Extension Development (situated on the Green Land of the Land) comprised of 3 Phases. The Plan shows extensive Western perimeter landscaping around the Green Land Extension comprised of "Tall growing native tree planting", removal of the hedge (the Green Land's Northern boundary), and grassland planting within it. The Plan shows the Substation Southern boundary abutting the Land (and the presence of the Track within the Land as it moves North and then Westwards). See **Appendix F** hereto, Figures 1 and 2 of the Design and Access Statement.

16. Immediately south of the Sub-station Land, and abutting the Eastern boundary of the Land, lies an area of land (owned by Winchester College) in HM Land Registry Title HP 660 023 whose Charges Register, paragraphs 9 and 10, records an option in favour of the Applicant, Aquind Limited, dated 21st December 2018 ("the Option Land"). See **Appendix G a & b** hereto. The extent of the Option Land is shown in **Appendix G c** and includes a track within and along its Northern boundary that links the highway to the Track. (Prior to the Option, planning permission for two energy storage systems and associated infrastructure with a total capacity of 49.95MW relating to the Option Land had been granted but was since quashed. A Location Plan shows the extent of the area of that permission and the Option Land within the control of the landowner). A Landscape Plan shows the extent of landscape envisaged by that

planning permission. See **Appendix H** hereto. The area of the Option Land is referred to as "Development No. 67" in paragraph 15.5.4.5 of Chapter 15 of the ES (14th November 2019), Document Ref: 6.1.1.5 **[APP-130]**. The Option Land does not currently benefit from planning permission for development.

17. To the North of the Land lies land referred to in paragraph 15.5.4.4 of Chapter 15 of the ES (14th November 2019), Document Ref: 6.1.1.5 **[APP-130]**, as "Pivot Power and Development No 68". This application, reference PP-0782 7268, was envisaged to be developed for "a 49.9MW battery storage facility, fencing, landscaping and site access on land south of Old Mill Lane and north of the operational Lovedean 400kV substation" but was withdrawn ("the Pivot Power Proposal Land"). The Pivot Power Proposal Land is owned by Dawn and Peter Carpenter. See **Appendix I a - d** hereto. The Pivot Power Proposal Land does not currently benefit from planning permission for development.

18. There are, therefore, existing projects or approved "projects" (as defined by the EIA Directive) on land abutting the Land otherwise than the Western Extension (if implemented) and a Telecommunications Mast on the Sub-Station Land.

THE PROPOSALS

19. The Proposed development ("the Proposals") for which development consent is sought are shown diagrammatically in Land Plans **[REP1-011a]**, Works Plans **[REP2-003]**, Parameter Plans **[REP1-017]**, and the Onshore component parameters **[APP-359]**, Document Refs: 2.2; 2.4; 2.6 (Sheets 2 and 3); paragraph 1.1.1.1 and Table 1 of Additional Supporting Information for Onshore Works, Appendix 3.5 of ES, Volume 3, Document Ref: 6.3.3.5 (14th November 2019) and described in terms of the draft DCO **[REP3-003]** statutory instrument (Rev. 2).

20. The Proposals relies on the *Rochdale Envelope* approach. See **Appendix A** and **B** hereto. The Application comprises no certain details but instead relies on a series of "parameters" expressed in diagrams and terms. No content within the parameters or amplification of the terms is certain at this stage, and such theoretical situations as are shown or described cannot be certain or binding, and merely illustrate or indicate situations. The parameters assume particular importance as compulsory land acquisition powers are sought.

21. As described in dimensions of volume, height and area in Table 1 of Additional Supporting Information for Onshore Works, Appendix 3.5 of ES, Volume 3, Document Ref: 6.3.3.5 **[APP-359]** (14th November 2019), shown in the Parameter Plans **[REP1-017]**, and described, the Parameters would encompass (but no more) within the Land:

a) (Anywhere) Two below ground Volumes (not higher than 500mm below ground level, up to 3m deep, and 5m apart) each containing electricity bearing Onshore Cables leading to;

b) A certain Volume containing Convertor Station Proposal Option B(i) with a number of 30m masts and an attenuation pond; or

c) A certain Volume containing Convertor Station Proposal Option B(ii) with a number of 30m masts and an attenuation pond; and

d) A certain Volume for two Telecommunications Buildings for commercial telecommunications purposes and with a related parking area; and

e) (as shown on Parameter Plan, Document Ref: 2.6 **[REP1-017]**, (1:1250th scale), a certain area (or zone) for an Access Road between the highway and the certain Option B(i) or (ii) Volume with an attenuation pond; and

f) The balance of the Land surface for subsequent landscaping of the whole of the remaining Land.

22. The geographical area of the Proposals' Order Limits has been drawn to align with the boundaries of:

a) the Sub-Station Land to its East;

b) the Option Land to its East/North; and

c) the Pivot Power Proposal Land to its North.

23. If consented, the Proposals would appear to enable:

a) *unified* landownership by the Applicant of both of the Proposals land extent with its Option Land enabling that enlarged area to abut the Sub-Station Land near a permitted 30m high Telecommunications Mast;

b) adjacency of the Proposals land extent to the Sub-Station Land immediately East, and to the Pivot Power Land to its North.

24. Thus, it appears that: the Proposals land *extent* relies not on existing or approved development but on abutment with *theoretical future* development of adjacent land in the vicinity of the Land or convenience. See Parameter Plans, Document Ref: 2.6 **[REP1-017]**, Sheets 1 and 2, and Land Plans, Document Ref: 2.2 **[REP1-011a]**, Sheet 1 and compare with **Appendices Gc** and **Ib** hereto; and the ES landscape and visual effects evaluate too such a future hypothetical situation. See paragraphs 15.5.4.1 – 2 and 15.5.4.6 and 7, and 15.8 of Chapter 15, Landscape, ES Volume 1 (14th November 2019), Document Ref: 6.1.1.15 **[APP-130]**.

25. By contrast, the Western Extension of the Sub-station, the 30m Telecommunications Mast, remain apparently “approved projects”. The Western Extension was permitted in anticipation of an interconnector and subject to Condition 2 requiring adherence to landscaping and tree planting in accordance with Final Site Plan 13/SWA/5547006/P0. See planning permission, ref. 13/01025/FUL. Figure 15.48 and Option B(ii), and Plate 3.4 of Chapter 3 of ES, Volume 1, Document Ref: 6.1.3 **[APP-118]** indicates that only Phase 1 of the Extension would be executed. It remains unclear how the landscape condition may be satisfied in the absence of 2 phases and the presence of Parameter Volume Option B(ii).

THE RESULT OF THE PROPOSALS IN RELATION TO THE LAND

26. If consent were to be granted, and compulsory purchase powers bestowed, comparison of the Parameters, Schedule 1 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]**, and Figure 17.2 of Appendix 17.2 of ES Volume 3 (14th November 2019), Document Ref: 6.3.17.2 **[APP-426]**, shows that the Proposals would result in:

    a) significantly reduced area of the Land and to fragment it by the interposition of "New Access Rights and "Permanent Acquisition of Land" between the Southern Part of the Land remaining and the Ancient Woodland and some land South of it that it outside the Order Limits;

    b) within the linear area shown hatched in Figure 24.2 **[APP-336]**, two cable trenches below ground but not below the plough zone depth of 600mm above which agricultural ploughs may be damaged by the cables;

    c) within one of two Parameter Volumes:

        i) Option B(i), a Convertor Station aligned on the Western side of the red line of the Final Site Plan of that Extension development but increase land take from the Land for the Station by being 40m farther West and in part over Grade 3b part of the Land; or

        ii) Option B(ii), a Convertor Station in close proximity or overlap with perimeter landscaping and Phase 3 of the Extension development on the Green Land, preclusion of the required "tall tree planting" on the Western edge within the Green Land but would reduce by 40m width land take of Grade 3b land from the Land for that Station by 40m father East;

    d) permanent displacement of part of the Grade 3a part of the Land by the situation of an Access road partly on such land for 3-4 annual inspection visits and happenstance rare equipment replacement;

    e) permanent displacement of part of the Grade 3a part of the Land for two Telecommunications Buildings (and related parking) for commercial telecommunications;

    f) permanent displacement of Grade 3a and 3b agricultural land for differently appearing ground level landscaping;

    g) compelled transfer of private land for a different landscape and visual appearance at ground level between the Farm buildings and one of two envisaged Convertor Stations. i.e. acquisition of land to ensure a different view Northwards from those buildings in place of the existing view over open rolling fields traversed by two pylon lines.

THE MEANS OF DELIVERY OF THE PROPOSALS

27. A development consent order ("DCO") – a statutory instrument - is proposed to be granted under section 115 of the Planning Act 2008 ("PA 2008") as the means by which to effect the Proposals.

28. The Proposals include a request for inclusion of some fibre optic cables for the purpose of "commercial telecommunications" and two Telecommunications Buildings (with parking) required in relation to that particular purpose. The Carpenters' have made representations, in line with the stated concerns of the ExA, in Deadline 4 that the development comprised of discrete fibre optic cables "for" commercial telecommunications, and use of spare capacity (in other fibre optic cables) also for such a discrete and non-statutory commercial purpose, would be outside of the scope of section 115(1)(b) of the PA 2008, and also that such unlawfulness is reinforced by a failure of that development to satisfy the Associated Development Principles by fact and degree. The same logic applies to the related Telecommunications Buildings that are expressly required in respect of that (unlawful) purpose. The Carpenters maintain their position that such telecoms development cannot be, and does not qualify as, "associated development".

29. The Proposals also include proposed provisions for compulsory purchase powers under section 122 of the PA 2008.

30. Because compulsory acquisition of land is a draconian measure, the law requires that the Applicant, exclusively, justify, and lawfully so, the taking of any part of the Land whereas the Carpenters' do not need to do or prove anything. In practice, that results to require the ExA and Secretary of State to interpret sections 115 and 122 of the PA 2008, and the draft DCO SI terms and those of Parameter frameworks, presumptively "against" the Applicant and to "carefully" scrutinize whether the land take is lawfully justified as "required" for "the development".

NARROWING OF MATTERS FOR RECOMMENDATIONS AND DETERMINATION BY THE SECRETARY OF STATE

31. Five fundamental difficulties appear for Aquind in relation to *its* compelled development of *the Carpenters'* Land:

    a) It properly recognises the use "for commercial telecommunications" as both a discrete purpose from use for electricity transmission, and that the result of happenstance industry standard cables sizes means that it is "desirable" to utilise those happenstance available additional fibre optic cables. The logical outcome of its evidence is that such parts for such purposes, in law, cannot be "associated development" but cannot also satisfy the "requirement" test of section 122(2) of the PA 2008. Since That results to require exclude from the dDCO terms any development relating to "commercial telecommunications" purposes and also precludes the scope of compulsory acquisition powers being justified on any basis. This results to require the scope of the Proposals to be reduced to

exclude the Telecommunications Buildings (and parking) and commercial fibre optic cables from the Land;

b) It is difficult to see how the *extent* of land envisaged to taken against the will of third parties can lawfully rely on *hypothetical future* development of nearby land or of theoretical exercise of a choice to execute an Option as opposed to a certain and present situation lawfully able to sustain a "requirement". This results to reduce the extent of land envisaged taken in so far as it relies on hypothetical future situations or of available choices because each is inherently uncertain. For example, by a reduction of land take North of one of the two Convertor Station locations and width of the Access Zone, from about 25-30m shown on Sheet 1 of the Land Plans, Document Ref: 2.2 **[REP1-011a]**, to no more than about the described width of 7.3m, in Parcels 1-51 and 1-48 on that Sheet where "New Access Rights" are sought to be taken against the will of others;

c) The Proposal for a *choice* of Parameter Volumes (Options B(i) and (ii)) in two locations 40m different from each other evidences in itself that the Proposals remain premature because the siting of this key necessary element remains (at Deadline 5) uncertain: a Convertor Station will be *either* in location B(i) or in location B(ii). The subsisting uncertainty appears based on unresolved subjective negotiations between the Applicant and National Grid in circumstances where third party compulsory acquisition powers *may or may not be* necessary. See Land Plans, Sheet 1, Document Ref: 2.2 **[REP1-011a]**: Key "Permanent acquisition of land or New Connection Rights". Put another way, the evidence in Sheet 1 of the Land Plans, Document Ref: 2.2, points to only Option B(i) being justified unambiguously;

d) The *permanent continuous* presence of an Access road, 7.3m wide and 1.2km long designed for Heavy Goods Vehicles and Abnormal Loads, across the Land after the event of conclusion of the erection of one of two Convertor Stations, remains unjustified by evidence of *periodic* occasional 3-4 days of actual use per year by light inspection vehicles or, hypothetically, by vehicles concerning theoretical happenstance rare equipment failure in relation to a Convertor Station designed for a 40 year minimum period and a desire to upgrade electronic equipment;

e) The taking of the Carpenters' Land extent, to execute and maintain no more than a choice of difference on its greater part in the type of landscape vegetation (trees, hedges and different grass) and a visual change from the current open rolling arable fields traversed by pylons and reinstatement of open rolling arable fields (still traversed by pylons), appears problematic.

32. In relation to the Land, the Carpenters' accept:

    a) The footprint and volume alone of one (only) Convertor Station be erected on, and remain partly on, the Northern part of their Land within the limits of a Parameter Volume B(ii) (as it results in least take of their Land), as shown in Building Parameter Plans, Plan EN020022-2.6-PARA-Sheet3/Rev 01, Document Ref: 2.6 **[REP1-017]**;

    b) The situation (below ground in trenches at least 1m below the ground surface) of electricity bearing cables (and supporting fibre optic cables for monitoring and intra-Convertor Station communications purposes) within their Land to the West of the Farm buildings and continuing Northwards up its Western side to connect to (one of) the Station Parameter Volumes and as shown in Figure 24.2, Illustrative cable route, Drawing Ref: EN020022-ES-24.1-Sheet 1/Rev 01 **[APP-336]**;

    c) (within the Parameter Zone 1 Access Road), provision of an access way for *temporary construction* purposes alone;

    d) Temporary possession of Plot 1-57 and 1-51;

    e) periodic annual inspection of the built Convertor Station by light vehicle 3-4 times a year, for the purpose of inspecting and maintain that Station, along the existing Track along the Eastern boundary of the Land ("the Operational Access Way" in the Proposed Schedule 13 Protective Provisions for Little Denmead Farm); and

    f) emergency access over Plot 1-32 for the purposes of emergency recovery planning during the Operational Period of the built Convertor Station.

33. The Carpenters do not accept:

    a) Provision on the Land or use of fibre optic cables in, on or under it, for commercial telecommunication purposes, nor of related Telecommunications Buildings and parking (envisaged immediately North of the Farm buildings), are lawful or justified as part of the development for which development consent can be lawfully granted nor that these elements can or do qualify as "associated development";

    b) On the basis of the expressed evidence of the Applicant's "desire", however privately and commercially desirable (see page 2-9, Applicant's Response to Para No. 17 of Applicant's Response to Deadline 2 Submissions, 3rd November 2020), Document Ref: 7.9.6 **[REP3-014]**), that the provision or use of any fibre optic cables for commercial telecommunications, and related Telecommunications Buildings and parking (north of the Farm buildings), can lawfully equate to a

public interest nor can such "desire" satisfy the need for Land to be "required" for "the development" under section 122(2)(a), PA 2008. It cannot be;

c) maintenance, in perpetuity, of a (temporary construction) access way within the Parameter Zone 1 Access Road, together with a related attenuation pond, nor that these are, or can be, lawful nor can these be justified to be permanently situated on their Land;

d) the provision of permanent landscaping proposals for localised effects otherwise than Northwards of the proposed bunds immediately adjacent to the built Convertor Station of the Parameters Volumes (for either Volume B(i) or Volume B(ii)), nor that it is, or can be, lawful nor is it justified;

e) Mere design desires for a permanently resulting different appearance of local landscaping to that of the existing open agricultural appearance of the Land are justified nor can such a desire for a different appearance of the existing Land lawfully satisfy section 122(2) of the PA 2008.

34. Lesser intrusive means to enable construction, and periodic and emergency access on notice, can be secured by Protective Provisions (and a planning obligation) whilst enabling the ongoing perpetual agricultural land use of the Land in the vicinity of the Interconnector and land surface restoration.

AQUIND'S EXAMPLE OF WHAT THE PROPOSALS *MIGHT* BE LIKE WITHIN THE PARAMETERS

35. An idea of what *might* be situated within the Order Limits parameter and the Building Parameter Plans **[REP1-017]** parameters so far as they overlap with the Land appears as follows:

a) (within the Order Limits) a pair of electricity bearing cables and supporting fibre optic cables that might run under the Western part of the Land in a trench (shown in Illustrative Cable Route in Figure 24.2 **[APP-336]**, Sheet 1, ("Trenching - illustrative alignment") as its traverses the Land within the Order Limits; and in a Typical Arrangement trench (see Plates 3.5 and 3.24, and paragraphs 3.6.2.10-11, 3.6.3.21, and 3.6.4.1 of Chapter 3, ES Volume 1, (14th November 2019), Document ref: 6.1.3 **[APP-118]**); leading to

b) (within either Volume B(i) or Volume B(ii)) an "unmanned" Convertor Station shown in Figure 15.48, Indicative Landscape Mitigation Plan Option B(i) a Convertor Station **[REP1-036]**; in Plate 3.6 of, and described in paragraphs 3.6.3.2, .5-12 and 3.6.3.17 of Chapter 3, ES Volume 1, (14th November 2019), Document ref: 6.1.3 **[APP-118]**;

c) together with a construction Access Road envisaged to be 1.2km in length and "no wider than 7.3m", being "suitable for transportation of Heavy Goods Vehicles and Abnormal Indivisible Loads" (see paragraph 3.6.3.27 of Chapter 3, ES Volume 1, (14th November 2019), Document ref: 6.1.3 **[APP-118]**, together with an attenuation pond for rain water run off (see paragraph 3.6.3.19 of that Document). The surface of the construction Access "may include a distinction between normal

access requirements and temporary access for larger vehicles" (see paragraph 5.3.6.7 of the Design and Access Statement (Rev. 2) (6th October 2020), Document Ref: 5.5 **[REP1-031]**);

d) a desired use of over-specified fibre optic cable for commercial telecommunications (see paragraph 3.6.3.22 of Chapter 3, ES Volume 1, (14th November 2019), Document ref: 6.1.3 **[APP-118]**; paragraphs 5.1-5.2 of Statement in Relation to FOC (6th October 2020), Document Ref: 7.7.1 **[REP1-127]**; paragraph 5.4.1.1 of the Design and Access Statement (Rev. 2) (6th October 2020), Document Ref: 5.5) **[REP1-031]**;

e) two "unmanned" Telecommunications Buildings relating to the desired use of additional fibre optic cables laid with the electricity bearing cables for commercial telecommunications; and, outside of the Parameter Volumes but overlapping with the Access Zone (see Plate 3.7 and paragraph 3.6.3.23-24 of Chapter 3, ES Volume 1, (14th November 2019) **[APP-118]**, Document ref: 6.1.3; paragraphs 5.1-5.2 and 5.4 of Statement in Relation to FOC (6th October 2020), Document Ref: 7.7.1) **[REP1-127]**; and 5.3.6.7 of the Design and Access Statement (Rev. 2) (6th October 2020), Document Ref: 5.5) **[REP1-031]**;

f) different landscape finishes, of a different visual appearance, to those presently on the Land precluding agricultural use by the Land owners of the land that has been taken for landscaping. See Figure 15.48 **[REP1-036]**, Indicative Landscape Mitigation Plan Option B(i) and B(ii).

EXTENT OF LAND AND NATURE OF RIGHTS ENVISAGED TO BE TAKEN FROM AND IMPOSED ON THE LAND

36. The Land Plans, Document Ref: 2.2 **[REP1-011a]**, Sheet 1, shows the extent and nature of the Order Limits, the permanent and temporary land take envisaged, and the extent of rights, by reference to their geographical extent. Parcels 1-32, 1-37, 1-38, 1-43, 1-44, 1-51, 1-57, 1-60, 1-69, 1-70, 1-71 and 1-72 would be within the Land.

37. Comparison of Sheet 1 with Schedule 2 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]** shows that, for example, whereas only *temporary* use of land and only access *right* are envisaged in relation to the land abutting the Eastern side of the Land, no less than "Permanent Acquisition of Land" of Parcel 1-32 is envisaged. New connection rights are shown on Parcel 1-37, and "New Landscaping Rights" are shown on Parcels 1-43, 1-44, 1-70, 1-71 and 1-72. Parcel 1-32 extends to the whole of the extent of the Land, save for the Ancient Woodland in its East and a small extent to the South of the Land around the farm buildings. See Schedule 4 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations.

SCOPE OF POWERS AND RIGHTS SOUGHT TO BE TAKEN

38. The Proposal envisages different categorises of powers and rights in relation to the Land:

a) Permanent Acquisition of the Land by contrast with the Temporary Use of part of the Land;

b) Temporary Use of the Land;

c) New Access Rights in relation to the Land by contrast with Permanent Acquisition of Land covered by the Access Zone over which New Access Rights alone are sought on, and to the East, of the Land; and

d) New Landscape Rights in relation to the Land by contrast with Permanent Acquisition of the other part of the Land that is envisaged to contain landscape.

39. It can be seen that there are no New Landscape Rights, no New Access Rights, and no Temporary Use rights of the area of Parcel 1-32. However, comparison of: Parcel 1-32 of Land Plans, Document Ref: 2.2 **[REP1-011a]**; Schedules 1, 2 and 4 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]**, and Plate 15.3 of Chapter 15 of the ES, Document Ref: 6.1.15 **[APP-130]**: Land Plans, Sheet 1, Document Ref: 2.2, and Figure 15.48 Figure 15.48 **[REP1-036]**, Indicative Landscape Mitigation Plan Option B(i) and B(ii); discloses that the exclusive basis for the *extent* of *permanent* land take of the Land within Parcel 1-32 (for example) is the potential footprints of: one of two Convertor Station Volumes and its bunding and attenuation pond; a temporary construction Access Way; two Telecommunications Buildings with parking; and a difference in the type of planting and visual appearance of the landscaping. The difference in landscaping does not derive from effects on the National Park but is exclusively local or theoretical. See paragraph 15.5.4.3 of ES Chapter 15, Document Ref: 6.1.15. See below.

DURATION OF POWERS AND RIGHTS ENVISAGED

40. Comparison of Sheet 1 with Schedule 2 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations**[REP1-232]** shows that, whereas only *temporary* use of land and only access *right* are envisaged in relation to the land abutting the Eastern side of the Land, no less than "Permanent Acquisition of Land" of Parcel 1-32 is envisaged.

41. Within the Land where *permanent* land take is envisaged:

a) The Convertor Station is envisaged to be situated *permanently* upon part of the Northern area of the Land inside of one or other of two Parameter Volumes. The "Interconnector will be designed, manufactured and installed for a minimum service life of 40 years. Due to the dynamic nature of power electronics, the control system may be need to be replaced after 15-20 years. Some equipment may need to be replaced at 15-20 years. Some equipment may need to be refurbished/replaced one or more times during the service life of the Interconnector" (see paragraph 1.1.3.9 of Additional Supporting Information for Onshore Works, Appendix 3.5 of ES, Volume 3, Document Ref: 6.3.3.5 (14th November 2019) **[APP-359]**;

b) Two HVDC and AC electricity bearing cables (with supporting fibre optic cables) are envisaged to be situated *permanently* below ground level within trenches from the South-West corner of the Land, Northwards up its Western part, to the location of the Convertor. "There are no operational requirements associated with the Onshore Cable Route" whereas cable failures are possible, albeit rare, … due to defect in the cable or due to 3rd party interference. An onshore cable fault can leave the interconnector out of service for approximately 2 weeks during repair" (see paragraphs 1.1.3.7 and 1.1.3.13 of Additional Supporting Information for Onshore Works, Appendix 3.5 of ES, Volume 3, Document Ref: 6.3.3.5 **[APP-359]** (14th November 2019);

c) The Access Road is envisaged to be situated *permanently* upon the central and Eastern parts of the Land inside of the Access Zone. "[it] will be required during the construction stage and maintained during the Operational Stage …. This will allow the movement of vehicles to and around the station during the Construction Stage and the Operational Stage" (see paragraph 1.1.3.1 of Additional Supporting Information for Onshore Works, Appendix 3.5 of ES, Volume 3, Document Ref: 6.3.3.5 **[APP-359]** (14th November 2019);

d) Two Telecommunications Buildings and a small parking area are envisaged to be situated *permanently* upon the Southern part of the Land within a Parameter Volume and Access Zone;

e) Permanent Landscaping Rights and particular landscaping within confined areas of the Land would be situated permanently within the Land.

EXTENT OF POWERS AND RIGHTS APPARENTLY JUSTIFIED AND UNJUSTIFIED AT DEADLINE 5

42. The Carpenters consider that no more is justified than:

f) The presence of one unmanned Convertor Station within Parameter Volume Option B(ii), being also the least intrusive volumetric intervention within their Land;

g) The presence of two electricity bearing cable circuits in trenches aligned to Figure 24.2, Drawing Ref: EN020022-ES-24.2-Sheet1/Rev 01 **[APP-336]** and at a below ground level of more than 1m below the surface and with related individual fibre optic cables for supporting purposes;

h) The availability of an inspection and maintenance access to the unmanned Convertor Station for light vehicles about 3-4 times annually;

i) Emergency temporary access to the unmanned Convertor Station in line with such emergency recovery plan as Aquind may have;

j) The presence of the unmanned Convertor Station for more than 125 years in line with the usual period for infrastructure.

43. For the reasons given in Schedule 4 to the Deadline 4 Representations **[REP4-047]** of the Carpenters and in **Appendix J** hereto relating to Landscape, the extent of permanent land take is unjustified.

44. Instead, the Carpenters propose Protective Provisions in a draft Schedule 13 hereto.

APPENDIX A

LEGAL FRAMEWORK

Planning Act 2008

45. By section 31 of the PA 2008, consent is required for "development to the extent that it is *or forms part of*" a nationally significant infrastructure project. By section 14(1)(a), such a project must be within specified descriptions that include "the construction or extension of a generating station". The Secretary of State ("SoS") is empowered to add other descriptions but they must be within the scope of the specified fields of which section 14(6) includes "energy". Parliament has not prescribed "commercial telecommunications" as an available "field" within section 14(6) of the PA 2008.

46. By section 35(1), the SoS is empowered to direct that "development" be treated as development for which development consent is required. Consistent with the scope of sections 31 and 14(6), the scope of that power is expressly restricted, including in subsection (2)(a) by which that the development is or *forms part of* a project (or proposed project) *in prescribed fields* that include "energy". Parliament has not prescribed "commercial telecommunications" as an available "field" within section 35(2(a)(i)).

47. However, Parliament has provided for a direction to potentially encompass "a business or commercial project (or proposed project) of a prescribed description". In doing so, it continues to recognise that some such categories may be subject to the development consent regime but only if within the scope of a prescribed description. As at Deadline 4, the Applicant has not relied on a prescribed description notwithstanding that AQ dDCO: Article 2(1) **[REP3-003]** defines "onshore HVDC cables" to include "i) fibre optic data transmission cables … for commercial telecommunications" and "telecommunications building" to include "for the commercial use of the fibre optic data transmission cables housed within the building"; Similarly, Article 7(6)(c) provides for the transfer benefit of the Order "so far as it relates to the commercial telecommunications use of the fibre optic data transmission cables".

48. By section 115(1), the SoS is empowered to grant development consent for "development" which is: a) development for which development consent is required, or b) "associated development". "Associated development" is a defined term in subsection (2) and must be "associated with the development in (1)(a) (or any part of it)".

49. By section 120 of the PA 2008:

    1) An order granting development consent may impose requirements in connection with the development for which consent is granted.
    2) The requirements may in particular include –

a. requirements corresponding to conditions which could have been imposed on the grant of any permission, consent or authorisation, or the giving of any notice, which (but for section 33(1)) would have been required for the development;

b. requirements to obtain the approval of the Secretary of State or any other person, so far as not within paragraph (a).

3) An order granting development consent may make provision relating to, or to matters ancillary to, the development for which consent is granted.

4) The provision that may be made under subsection (3) includes in particular provision for or relating to any of the matters listed in Part 1 of Schedule 5….

50. Part 1 of Schedule 5 includes, under paragraph 1: *The acquisition of land, compulsorily or by agreement.* Paragraph 2 provides: *The creation, suspension or extinguishment of, or interference with, interests in or rights over land (including rights of navigation over water), compulsorily or by agreement.*

51. By section 122: (Emphasis added)

1) An order granting development consent <u>may</u> include provision authorising the compulsory acquisition of land <u>only if</u> the Secretary of State is satisfied that the conditions in subsections (2) and (3) are met.

2) The condition is that <u>the land</u> —

a. is required for the development to which the development consent <u>relates</u>,

b. is required to facilitate … that development, …

3) The condition is that there is a compelling case in the public interest for the land to be acquired compulsorily.

CASE LAW

52. In *Smith v Secretary of State for the Environment, Transport and the Regions* [2003] Env. LR 32, the Court of Appeal considered an outline planning permission, *Tew* and *Milne*, and the *Rochdale* Envelope approach. In order to comply with the Directive and Reg.4(2), a decision maker considering a development likely to involve a significant adverse effect on the environment had to ensure that prior to granting planning permission he had sufficient details of the proposed development, its potential impact on the environment and any mitigation measures and that these had been made available to the public. This required consideration of any likely "significant" effect on the environment rather than of every "possible" effect. In fulfilling this obligation it was permissible for the decision maker to contemplate the likely decisions that others would take in relation to details where those others had the interests of the environment as one of their aims. *However*, there could be no reassessment of the environmental impact by those others. It was the duty of the decision maker to set conditions to mitigate any significant adverse environmental effects of the proposed development. Whilst the conditions in the instant case might have been expressed with greater clarity, they did not allow the LPA to reassess the environmental impact or vary the conditions imposed by the plans. The inspector, having set the parameters of the planning permission, *including contours of the land and the provision of trees*, had been entitled to conclude that *the way* in which the LPA was likely to deal with the *details* would be likely to mitigate any adverse environmental impact.

53. It held: (Emphasis added)

> *32. In addition, at para.128 of his judgment in Milne Sullivan J. said this:*
> *"Any major development project will be subject to a number of detailed controls, not all of them included within the planning permission. Emissions to air, discharges into water, disposal of the waste produced by the project, will all be subject to controls under legislation dealing with environmental protection. In assessing the likely significant environmental effects of a project the authors of the environmental statement and the local planning authority are entitled to rely on the operation of those controls with a reasonable degree of competence on the part of the responsible authority: see, for example, the assumptions made in respect of construction impacts, above. The same approach should be adopted to the local planning authority's power to approve reserved matters. Mistakes may occur in any system of detailed controls, but one is identifying and mitigating the 'likely significant effects', not every conceivable effect, however minor or unlikely, of a major project."*
> *33. In my view it is a further important principle that when consideration is being given to the impact on the environment in the context of a planning decision, it is permissible for the decision maker to contemplate the likely decisions that others will take in relation to details where those others have the interests of the environment as one of their objectives. <u>The decision maker is not however entitled to leave the assessment of likely impact to a future occasion simply because he contemplates that the future decision maker will act competently. Constraints must be placed on the planning permission within which future details can be worked out, and the decision maker must form a view about the likely details and their impact on the environment</u>.*

54. In R (*Sainsburys Supermarkets Ltd) v Wolverhampton City Council* [2011] 1 AC 437, the Supreme Court held: (Emphasis added)

> *9. Compulsory acquisition by public authorities for public purposes has always been in this country entirely a creature of statute: Rugby Joint Water Board v Shaw-Fox [1973] AC 202 , 214. The courts have been astute to impose a strict construction on statutes expropriating private property, and to ensure that rights of compulsory acquisition granted for a specified purpose may not be used for a different or collateral purpose: see Taggart, "Expropriation, Public Purpose and the Constitution", in The Golden Metwand and the Crooked Cord: Essays on Public Law in Honour of Sir William Wade , (1998) ed Forsyth & Hare, p 91.*
>
> *10. In Prest v Secretary of State for Wales (1982) 81 LGR 193 , 198 Lord Denning MR said:*
>
> > *"I regard it as a principle of our constitutional law that no citizen is to be deprived of his land by any public authority against his will, unless it is expressly authorised by Parliament and the public interest decisively so demands …"*
>
> *and Watkins LJ said, at pp 211–212:*
>
> > *"The taking of a person's land against his will is a serious invasion of his proprietary rights. The use of statutory authority for the destruction of those rights requires to be most carefully scrutinised. The courts must be vigilant to see to it that that authority is not abused. It must not be used unless it is clear that the Secretary of State has allowed those rights to be violated by a decision based upon the right legal principles, adequate evidence and proper consideration of the factor which sways his mind into confirmation of the order sought.*
>
> *11. Recently, in the High Court of Australia, French CJ said in R & R Fazzolari Pty Ltd v Parramatta City Council [2009] HCA 12 , paras 40, 42, 43:*
>
> > *"40. Private property rights, although subject to compulsory acquisition by statute, have long been hedged about by the common law with protections. These protections are not absolute but take the form of interpretative approaches where statutes are said to affect such rights."*
> > *"42. The attribution by Blackstone, of caution to the legislature in exercising its power over private property, is reflected in what has been called a presumption, in the interpretation of statutes, against an intention to interfere with vested property rights …*
> > *"43. The terminology of 'presumption' is linked to that of 'legislative intention'. As a practical matter it means that, where a statute is capable of more than one construction, that construction will be chosen which interferes least with private property rights."*

APPENDIX B

FACTS

55. Advice Note 9 includes as follows: (Emphasis added)

> *2.1 The Rochdale Envelope arises from two cases: R. v Rochdale MBC ex parte Milne (No. 1) and R. v Rochdale MBC ex parte Tew [1999] and R. v Rochdale MBC ex parte Milne (No. 2) [2000]. These cases dealt with outline planning applications for a proposed business park in Rochdale…*
>
> *2.3 To understand the implications arising from the comprehensive consideration of the issues by the Judge2 in Milne (No. 2) ('the Judgment'), it is helpful to note some of the key propositions…:*
>
> *● the need for 'flexibility' should not be abused: "This does not give developers an excuse to provide inadequate descriptions of their projects. It will be for the authority responsible for issuing the development consent to decide whether it is satisfied, given the nature of the project in question, that it has 'full knowledge' of its likely significant effects on the environment. <u>If it considers that an unnecessary degree of flexibility, and hence uncertainty as to the likely significant environmental effects, has been incorporated into the description of the development, then it can require more detail, or refuse consent</u>" (para 95 of the Judgment);*
>
> *The Encyclopedia of Planning Law and Practice3 provides additional insight into the purpose and practical application of the Judgment and other relevant case law. Key principles from this analysis have been considered and summarised in context of the DCO application process below and should be taken into account:*
>
> - *the DCO application documents should <u>explain the need for and the timescales associated</u> with the flexibility sought <u>and this should be established within clearly defined parameters</u>;*
> - *the clearly defined parameters established for the Proposed Development must be sufficiently detailed to enable a proper assessment of the likely significant environmental effects and to allow for the identification of <u>necessary</u> mitigation, if necessary within a range of possibilities;*
> - *the assessments in the ES should be consistent with the clearly defined parameters and ensure a robust assessment of the likely significant effects;*
> - *the DCO must not permit the Proposed Development to extend beyond the 'clearly defined parameters' which have been requested and assessed. The Secretary of State may choose to impose requirements to ensure that the Proposed Development is constrained in this way;*
> - *the more detailed the DCO application is, the easier it will be to ensure compliance with the Regulations.*
>
> *2.<u>5 it is ultimately the for the decision maker to determine what degree of flexibility can be permitted in the particular case having regard to the specific facts of an application</u>. The Applicant should ensure they have assessed the range of possible effects implicit in the flexibility provided by the DCO. In some cases, this may well prove difficult.*

The Access Road

56. As well as an unmanned Convertor Station (see paragraph 5.3.6.5 of the Design and Access Statement (6th October 2020), Document Ref: 5.5 **[REP1-031]**), the Application Development includes a road that is envisaged to be situated – permanently – upon land that includes the freehold land of the Carpenters. See Schedule 2 to the Carpenters' "Written Representations" **[REP1-232]** submitted for Deadline 1. The result of the envisaged development is shown in Schedule 4 of those Written Representations. The red coloured land shows the presence of the envisaged Access Road dividing the remaining freehold land into two parcels: one to the South (containing an existing access to the Carpenters' farm running along the Southern boundary of their land); one to the North (containing Ancient Woodland and a track on its Easternmost boundary running north to south enabling access to the Carpenter's Field immediately north of the Ancient Woodland).

Access Road – Temporary Construction Period

57. The Applicant's (revised) Design and Access Statement, Document Ref: 5.5 **[REP1-031]** (6th October 2020), describes the Access road as follows:

    a) An Access Road 1.2m long x 7.2m wide is envisaged to lie between Broadway Lane and the south face of the Parameter Volumes for Options B(i) and (ii). See paragraph 5.3.6.2 of the Design and Access Statement **[REP1-031]**;

    b) The choice of a junction with Broadway Lane (instead of with Mill Lane to the West or North of the Parameter Volumes) has resulted in the Access Road falling to be orientated along the South side of the Ancient Woodland on the Carpenters' freehold land and then turning Northwards along the Western edge of that Woodland towards the South side of the Parameter Volumes. See paragraph 5.3.6.2 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**;

    c) *No* detailed design of the Access Road has been formulated at Deadline 5 and future approvals for it remain required. See paragraph 5.3.6.2 of the Design and Access Statement **[REP1-031]**. But it is envisaged that the Access Road "surfacing materials" "which may include a distinction between normal access requirements and temporary access for larger vehicles". See paragraph 5.3.6.6 of the Design and Access Statement, Document Ref: 5.5;

    d) Instead, an Access Road may be situated anywhere "within the zone indicated on the Parameter Plans". See paragraph 5.3.6.2 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**. The Parameter Plans are Document Ref: EN-020022-2.6-PARA Sheet2, for Option B(i), and Sheet3 for Option B(ii) **[REP1-017]**. Those Parameter Plans show a "Parameter Zone 1 Access Road". Comparison of that Parameter Plan with Schedules 2 and 4 of the Carpenters' Written

Representations **[REP1-232]** shows the envisaged Zone within their freehold land. The "Zone" appears sufficiently widely drawn to encompass a range of other envisaged development. See paragraphs 5.3.6.4 and 5.3.6.7 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**;

e) The Access Road will be used for the construction of the Convertor Station. See paragraphs 5.3.6.3 – 4 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**;

f) "*Full-reinstatement* of landscaping will be implemented on completion of the works [of Construction of the Convertor Station]". See paragraph 5.3.6.4 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**. The "Final" landscape proposals indicated in Figure 15.48 Indicative Landscaping Mitigation Plan, Document Ref: EN02002-ES-15.48 **[REP1-036]** for Option B(i) and for B(ii) show re-instatement *from* "existing semi-improved grassland" to "proposed calcareous grassland" and this is understood to be a distinction without a difference because the proposed grassland is merely a new version of the "existing grassland" not yet "improved". Figure 15.48 shows extensive areas of such grassland between the edge of the Access Way indicated and the boundaries of the freehold land of the Carpenters' shown in Schedule 2 to their Written Representations **[REP1-232]**;

g) Since it is envisaged that the Access Road "surfacing materials" "may include a distinction between normal access requirements and temporary access for larger vehicles" (see paragraph 5.3.6.6 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**), the Applicant's evidence is that "normal" (i.e. operational) access surfacing may be different to construction-related surfaces and that the construction-related access is no more than "temporary". It can be reasonably inferred that the "full-reinstatement" of the landscape would result in the removal of temporary construction-related Access Road material and its –reinstatement of the Access Road Parameter Zone.

Access Road - Operation of the Convertor Station

58. After the "temporary" use of the Access Road for construction vehicles has ceased, and the Convertor Station being "unmanned", the Access Road is envisaged to be used alone for: "Traffic during operation will be minimal and consist of light vehicles", being "maintenance … required on 3-4 days per year", "with parking provided within the [Convertor Station] compound". See paragraphs 5.3.6.3 and 5.3.6.5 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**.

59. The design life of the Convertor Station appears to be at least 40 years. There would be a theoretical "rare occasions" or "occasional requirements for access by larger vehicles" "should the need arise to replace equipment". See paragraph 5.3.6.3 and 5.3.6.5 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**.

Extent of Land Take for Access Road

60. Land Plans, Sheet 1, Document Ref: 2.2 **[REP1-011a]** show that "*Permanent* Acquisition of Land" is sought for the whole of the Access Zone and of the areas around it indicated to be subject to "full-reinstatement" by paragraph 5.3.6.4 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**.

61. But, the evidence of Applicant's evidence of mere *temporary* use of the Access Zone for construction-related traffic, "full-reinstatement", and subsequent access 3-4 times annually by light traffic alone before expiry of the design life of 40 years.

62. It is difficult to see how, even assuming provision of a light road way during operation for 3-4 visits a year for light vehicles, can lawfully justify *permanent* compulsory acquisition of *all* of the Parameter Access Zone within the Carpenters' freehold land.

63. Further, the Applicant's evidence indicates that the breadth of the Access Road could be comprised of surface materials able to be reduced in width by removal of heavier bearing ground following conclusion of construction. See paragraph 5.3.6.6 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**.

The Electricity Bearing Cables and Support Cables

64. Figure 24.2, Illustrative cable route, Drawing Ref: EN-020022-ES-24.2-Sheet1/Rev 01 **[APP-336]**, shows the alignment of the trench for the electricity bearing cables across the Land of the Carpenters.

The Fibre Optic Cables for commercial telecommunications

65. The fibre optic cables for commercial telecommunications purposes. See Schedule 4 to the Deadline 4 Representations of the Carpenters.

The Telecommunications Building

66. The Telecommunications Buildings are exclusively required in relation to the fibre optic cables for commercial telecommunications purposes. See Schedule 4 to the Deadline 4 Representations of the Carpenters **[REP4-047]**.

Landscaping

67. As well as an unmanned Convertor Station and Access Road, the Application Development includes proposals for landscaping around that development. Land Plans, Sheet 1, Document Ref: 2.2 **[REP1-011a]** show that "*Permanent* Acquisition of Land" is sought for the whole of the area on which the Convertor Station would stand, the length of the Access Zone, and also an extent of land in and around

that development indicated by paragraph 5.3.6.4 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**, to be subject to “full-reinstatement”.

68. **Appendix J** hereto includes facts in relation the vicinity and the Landscape Proposals of Aquind.

Date: 30 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

TRANSCRIPT OF ORAL SUBMISSIONS IN RELATION TO COMPULSORY ACQUISITION HEARING 2

Submitted in relation to Deadline 5 of the Examination Timetable

EXECUTIVE SUMMARY – ORAL SUBMISSIONS FOR DEADLINE 5

1. The Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]** and subsequent documents set out their position in relation to their Land being taken against their will.

2. In respect of this Deadline 5, the DCO Issue Specific Hearing and the Compulsory Purchase Issue Specific Hearings, these are the oral submissions of the Carpenters.

3. The Legal Framework for the Ddco is in **Appendix A** hereto. The law provides: (Emphasis added)

   "The taking of a person's land against his will is a serious invasion of his proprietary rights. The use of statutory authority for the destruction of those rights requires to be most carefully scrutinised.

4. The Facts Framework is in **Appendix B** hereto.

5. In essence, upon that careful scrutiny, it becomes evident in relation to this Application that no more is justified than:

   a) The presence of one unmanned Convertor Station within Parameter Volume Option B(ii), being also the least intrusive volumetric intervention within their Land;

   b) The presence of two electricity bearing cable circuits in trenches aligned to Figure 24.2, Drawing Ref: EN020022-ES-24.2-Sheet1/Rev 01 **[APP-336]** and at a below ground level of more than 1m below the surface and with related individual fibre optic cables for supporting purposes;

   c) The availability of an inspection and maintenance access to the unmanned Convertor Station for light vehicles about 3-4 times annually;

   d) Emergency temporary access to the unmanned Convertor Station in line with such emergency recovery plan as Aquind may have;

   e) The presence of the unmanned Convertor Station for more than 125 years in line with the usual period for infrastructure.

6. For the reasons given in Schedule 4 to the Deadline 4 Representations of the Carpenters **[REP4-047]** and in **Appendix J** hereto relating to Landscape, the extent of permanent land take is unjustified.

7. Instead, the Carpenters propose Protective Provisions in a draft Schedule 13 hereto with related refinements to the scope of the draft DCO **[REP3-003]**, Revision 2 as at Deadline 4.

8. **Appendix K** illustrates what is envisaged.

9. The Carpenters' set out herein below the more detailed basis of the foregoing but, because written representations are the primary vehicle for a DCO Examination, do not envisage reading out the remainder of this Transcript.

THE CARPENTERS' LAND, HM REGISTRY TITLE HP 763 097

10. The Carpenters' freehold land is identified in HM Land Registry Title HP 763 097 and its geographical extent is shown on the filed plan ("the Land"). See Schedules 1, 2, and 3 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]**. The land outlined in green in its Title's North-West corner was conveyed to National Grid in 2013 ("Green Land"). See below.

11. Except for the Farm buildings in it Southern part, the Land remains undeveloped agricultural land and categorised under the Agricultural Land Classification (ALC) as part: Grade 3a (Good Quality Agricultural Land) at its Southern Central part; Grade 3b (Moderate Quality) in its Northern and Southern parts; and Grade 4 (Poor Quality) in its Central part. See Figure 17.2 of Appendix 17.2 of ES Volume 3 (14th November 2019), Document Ref: 6.3.17.2 **[APP-426]**. Grade 3a land is capable of consistently producing moderate to high yields of a narrow range of arable crops (e.g. cereals) or moderate yields of a wide range of crops (e.g. cereals, grass, oilseed rape, potatoes, sugar beet and less demanding horticultural crops). Grade 3b land is capable of producing moderate yields of a narrow range of crops (mainly cereals and grass) or lower yields of a wider range of crops, or high yields of grass (for grazing/harvesting). Grade 4 Land included within this grade suffers severe limitations that significantly restrict the range and/or yield of crops to be grown. This land is mainly suited to grass with occasion arable crops – the yields of which are variable. In moist climates grass yields are likely to be moderate to high but there are often difficulties in utilisation. Very droughty arable land is also included in this land grade. This explains also why the Land is able to be used for livestock and is used for paddocks, in part, as well as hay crops being taken. Grades 1, 2 and subgrade 3a are considered within the 'best and most versatile' land category in the current planning system. NPPF paragraph 170(a) requires planning decisions to protect and enhance soils; and (b) requires recognition of the wider benefits of the best and most versatile agricultural land (here, 3a).

12. The Land slopes upwards to the North from the Farm buildings. Two lines of pylons traverse the Land from West to East, bearing overhead lines from the Sub-Station east of the Green Land. See, e.g., Views 4, 4a and 6 of the Design and Access Statement, Sub-Station Extension, in **Appendix C** hereto. View

13. The Land is accessible from the highway by ways that include a "right of way" between the highway to its East and its South-Eastern corner. Access Westwards to the Farm buildings comes off that right of way. See Schedules 1 and 2 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]**, and Property Register, paragraph 2. From that corner, within the Land, an existing track ("the Track") runs Northwards along its Eastern boundary to the North-East corner before turning South-Westwards. The Final Site Plan 13/SWA/5547006/P0 attached to planning permission, ref. 13/01025/FUL, shows this corner situation in some detail, including that the

Green Land abuts the North side of that Track outside of the Land. 1964 pylon construction used that Track.

THE EXISTING LAND INTEREST SITUATION AS AT DEADLINE 5 (30TH November 2020)

14. North-West of the Land lies an electricity sub-station ("the Sub-Station Land"). See Schedule 2 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]**. The Sub-station Land benefits from two planning permissions: a) permission reference 32642/003, 19th January 2019, for "Installation of 30m high Telecommunication Mast 0.6m dish and 0.6m antenna for network connections between electricity substations" ("Development No. 70"). (See paragraph 15.5.4.6 of Chapter 15 of the ES (14th November 2019), Document Ref: 6.1.1.5 **[APP-130]** where it is mis-described as an "application" only; and **Appendix D** hereto.

15. Planning permission for the Western Extension of the Sub-Station Land was granted on the 6th August 2013 in anticipation of an interconnector. Condition 2 requires adherence to landscaping and tree planting in accordance with Final Site Plan 13/SWA/5547006/P0. See planning permission, ref. 13/01025/FUL, in **Appendix E** hereto (and expired in August 2016 unless lawfully implemented. Table 1 of Planning History, Document Ref. 5.4.2 **[APP-110]** asserts that that permission has been implemented but it remains unclear what material operation has occurred). On the basis that it has been implemented, the Design and Access Statement for the Extension shows, in Figure 1, the location outlined in red of the Extension and a Final Site Plan 13/SWA/5547006/P0 shows the Extension Development (situated on the Green Land of the Land) comprised of 3 Phases. The Plan shows extensive Western perimeter landscaping around the Green Land Extension comprised of "Tall growing native tree planting", removal of the hedge (the Green Land's Northern boundary), and grassland planting within it. The Plan shows the Substation Southern boundary abutting the Land (and the presence of the Track within the Land as it moves North and then Westwards). See **Appendix F** hereto, Figures 1 and 2 of the Design and Access Statement.

16. Immediately south of the Sub-station Land, and abutting the Eastern boundary of the Land, lies an area of land (owned by Winchester College) in HM Land Registry Title HP 660 023 whose Charges Register, paragraphs 9 and 10, records an option in favour of the Applicant, Aquind Limited, dated 21st December 2018 ("the Option Land"). See **Appendix G a & b** hereto. The extent of the Option Land is shown in **Appendix G c** and includes a track within and along its Northern boundary that links the highway to the Track. (Prior to the Option, planning permission for two energy storage systems and associated infrastructure with a total capacity of 49.95MW relating to the Option Land had been granted but was since quashed. A Location Plan shows the extent of the area of that permission and the Option Land within the control of the landowner). A Landscape Plan shows the extent of landscape envisaged by that

planning permission. See **Appendix H** hereto. The area of the Option Land is referred to as "Development No. 67" in paragraph 15.5.4.5 of Chapter 15 of the ES (14th November 2019), Document Ref: 6.1.1.5 **[APP-130]**. The Option Land does not currently benefit from planning permission for development.

17. To the North of the Land lies land referred to in paragraph 15.5.4.4 of Chapter 15 of the ES (14th November 2019), Document Ref: 6.1.1.5 **[APP-130]**, as "Pivot Power and Development No 68". This application, reference PP-0782 7268, was envisaged to be developed for "a 49.9MW battery storage facility, fencing, landscaping and site access on land south of Old Mill Lane and north of the operational Lovedean 400kV substation" but was withdrawn ("the Pivot Power Proposal Land"). The Pivot Power Proposal Land is owned by Dawn and Peter Carpenter. See **Appendix I a - d** hereto. The Pivot Power Proposal Land does not currently benefit from planning permission for development.

18. There are, therefore, existing projects or approved "projects" (as defined by the EIA Directive) on land abutting the Land otherwise than the Western Extension (if implemented) and a Telecommunications Mast on the Sub-Station Land.

THE PROPOSALS

19. The Proposed development ("the Proposals") for which development consent is sought are shown diagrammatically in Land Plans **[REP1-011a]**, Works Plans **[REP2-003]**, Parameter Plans **[REP1-017]**, and the Onshore component parameters **[APP-359]**, Document Refs: 2.2; 2.4; 2.6 (Sheets 2 and 3); paragraph 1.1.1.1 and Table 1 of Additional Supporting Information for Onshore Works, Appendix 3.5 of ES, Volume 3, Document Ref: 6.3.3.5 (14th November 2019) and described in terms of the draft DCO **[REP3-003]** statutory instrument (Rev. 2).

20. The Proposals relies on the *Rochdale Envelope* approach. See **Appendix A** and **B** hereto. The Application comprises no certain details but instead relies on a series of "parameters" expressed in diagrams and terms. No content within the parameters or amplification of the terms is certain at this stage, and such theoretical situations as are shown or described cannot be certain or binding, and merely illustrate or indicate situations. The parameters assume particular importance as compulsory land acquisition powers are sought.

21. As described in dimensions of volume, height and area in Table 1 of Additional Supporting Information for Onshore Works, Appendix 3.5 of ES, Volume 3, Document Ref: 6.3.3.5 **[APP-359]** (14th November 2019), shown in the Parameter Plans **[REP1-017]**, and described, the Parameters would encompass (but no more) within the Land:

a) (Anywhere) Two below ground Volumes (not higher than 500mm below ground level, up to 3m deep, and 5m apart) each containing electricity bearing Onshore Cables leading to;

b) A certain Volume containing Convertor Station Proposal Option B(i) with a number of 30m masts and an attenuation pond; or

c) A certain Volume containing Convertor Station Proposal Option B(ii) with a number of 30m masts and an attenuation pond; and

d) A certain Volume for two Telecommunications Buildings for commercial telecommunications purposes and with a related parking area; and

e) (as shown on Parameter Plan, Document Ref: 2.6 **[REP1-017]**, (1:1250th scale), a certain area (or zone) for an Access Road between the highway and the certain Option B(i) or (ii) Volume with an attenuation pond; and

f) The balance of the Land surface for subsequent landscaping of the whole of the remaining Land.

22. The geographical area of the Proposals' Order Limits has been drawn to align with the boundaries of:

a) the Sub-Station Land to its East;

b) the Option Land to its East/North; and

c) the Pivot Power Proposal Land to its North.

23. If consented, the Proposals would appear to enable:

a) *unified* landownership by the Applicant of both of the Proposals land extent with its Option Land enabling that enlarged area to abut the Sub-Station Land near a permitted 30m high Telecommunications Mast;

b) adjacency of the Proposals land extent to the Sub-Station Land immediately East, and to the Pivot Power Land to its North.

24. Thus, it appears that: the Proposals land *extent* relies not on existing or approved development but on abutment with *theoretical future* development of adjacent land in the vicinity of the Land or convenience. See Parameter Plans, Document Ref: 2.6 **[REP1-017]**, Sheets 1 and 2, and Land Plans, Document Ref: 2.2 **[REP1-011a]**, Sheet 1 and compare with **Appendices Gc** and **Ib** hereto; and the ES landscape and visual effects evaluate too such a future hypothetical situation. See paragraphs 15.5.4.1 – 2 and 15.5.4.6 and 7, and 15.8 of Chapter 15, Landscape, ES Volume 1 (14th November 2019), Document Ref: 6.1.1.15 **[APP-130]**.

25. By contrast, the Western Extension of the Sub-station, the 30m Telecommunications Mast, remain apparently “approved projects”. The Western Extension was permitted in anticipation of an interconnector and subject to Condition 2 requiring adherence to landscaping and tree planting in accordance with Final Site Plan 13/SWA/5547006/P0. See planning permission, ref. 13/01025/FUL. Figure 15.48 and Option B(ii), and Plate 3.4 of Chapter 3 of ES, Volume 1, Document Ref: 6.1.3 **[APP-118]** indicates that only Phase 1 of the Extension would be executed. It remains unclear how the landscape condition may be satisfied in the absence of 2 phases and the presence of Parameter Volume Option B(ii).

THE RESULT OF THE PROPOSALS IN RELATION TO THE LAND

26. If consent were to be granted, and compulsory purchase powers bestowed, comparison of the Parameters, Schedule 1 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]**, and Figure 17.2 of Appendix 17.2 of ES Volume 3 (14th November 2019), Document Ref: 6.3.17.2 **[APP-426]**, shows that the Proposals would result in:

    a) significantly reduced area of the Land and to fragment it by the interposition of "New Access Rights and "Permanent Acquisition of Land" between the Southern Part of the Land remaining and the Ancient Woodland and some land South of it that it outside the Order Limits;

    b) within the linear area shown hatched in Figure 24.2 **[APP-336]**, two cable trenches below ground but not below the plough zone depth of 600mm above which agricultural ploughs may be damaged by the cables;

    c) within one of two Parameter Volumes:

        i) Option B(i), a Convertor Station aligned on the Western side of the red line of the Final Site Plan of that Extension development but increase land take from the Land for the Station by being 40m farther West and in part over Grade 3b part of the Land; or

        ii) Option B(ii), a Convertor Station in close proximity or overlap with perimeter landscaping and Phase 3 of the Extension development on the Green Land, preclusion of the required "tall tree planting" on the Western edge within the Green Land but would reduce by 40m width land take of Grade 3b land from the Land for that Station by 40m father East;

    d) permanent displacement of part of the Grade 3a part of the Land by the situation of an Access road partly on such land for 3-4 annual inspection visits and happenstance rare equipment replacement;

    e) permanent displacement of part of the Grade 3a part of the Land for two Telecommunications Buildings (and related parking) for commercial telecommunications;

    f) permanent displacement of Grade 3a and 3b agricultural land for differently appearing ground level landscaping;

    g) compelled transfer of private land for a different landscape and visual appearance at ground level between the Farm buildings and one of two envisaged Convertor Stations. i.e. acquisition of land to ensure a different view Northwards from those buildings in place of the existing view over open rolling fields traversed by two pylon lines.

THE MEANS OF DELIVERY OF THE PROPOSALS

27. A development consent order ("DCO") – a statutory instrument - is proposed to be granted under section 115 of the Planning Act 2008 ("PA 2008") as the means by which to effect the Proposals.

28. The Proposals include a request for inclusion of some fibre optic cables for the purpose of "commercial telecommunications" and two Telecommunications Buildings (with parking) required in relation to that particular purpose. The Carpenters' have made representations, in line with the stated concerns of the ExA, in Deadline 4 that the development comprised of discrete fibre optic cables "for" commercial telecommunications, and use of spare capacity (in other fibre optic cables) also for such a discrete and non-statutory commercial purpose, would be outside of the scope of section 115(1)(b) of the PA 2008, and also that such unlawfulness is reinforced by a failure of that development to satisfy the Associated Development Principles by fact and degree. The same logic applies to the related Telecommunications Buildings that are expressly required in respect of that (unlawful) purpose. The Carpenters maintain their position that such telecoms development cannot be, and does not qualify as, "associated development".

29. The Proposals also include proposed provisions for compulsory purchase powers under section 122 of the PA 2008.

30. Because compulsory acquisition of land is a draconian measure, the law requires that the Applicant, exclusively, justify, and lawfully so, the taking of any part of the Land whereas the Carpenters' do not need to do or prove anything. In practice, that results to require the ExA and Secretary of State to interpret sections 115 and 122 of the PA 2008, and the draft DCO SI terms and those of Parameter frameworks, presumptively "against" the Applicant and to "carefully" scrutinize whether the land take is lawfully justified as "required" for "the development".

NARROWING OF MATTERS FOR RECOMMENDATIONS AND DETERMINATION BY THE SECRETARY OF STATE

31. Five fundamental difficulties appear for Aquind in relation to *its* compelled development of *the Carpenters'* Land:

    a) It properly recognises the use "for commercial telecommunications" as both a discrete purpose from use for electricity transmission, and that the result of happenstance industry standard cables sizes means that it is "desirable" to utilise those happenstance available additional fibre optic cables. The logical outcome of its evidence is that such parts for such purposes, in law, cannot be "associated development" but cannot also satisfy the "requirement" test of section 122(2) of the PA 2008. Since That results to require exclude from the dDCO terms any development relating to "commercial telecommunications" purposes and also precludes the scope of compulsory acquisition powers being justified on any basis. This results to require the scope of the Proposals to be reduced to

exclude the Telecommunications Buildings (and parking) and commercial fibre optic cables from the Land;

b) It is difficult to see how the *extent* of land envisaged to taken against the will of third parties can lawfully rely on *hypothetical future* development of nearby land or of theoretical exercise of a choice to execute an Option as opposed to a certain and present situation lawfully able to sustain a "requirement". This results to reduce the extent of land envisaged taken in so far as it relies on hypothetical future situations or of available choices because each is inherently uncertain. For example, by a reduction of land take North of one of the two Convertor Station locations and width of the Access Zone, from about 25-30m shown on Sheet 1 of the Land Plans, Document Ref: 2.2 **[REP1-011a]**, to no more than about the described width of 7.3m, in Parcels 1-51 and 1-48 on that Sheet where "New Access Rights" are sought to be taken against the will of others;

c) The Proposal for a *choice* of Parameter Volumes (Options B(i) and (ii)) in two locations 40m different from each other evidences in itself that the Proposals remain premature because the siting of this key necessary element remains (at Deadline 5) uncertain: a Convertor Station will be *either* in location B(i) or in location B(ii). The subsisting uncertainty appears based on unresolved subjective negotiations between the Applicant and National Grid in circumstances where third party compulsory acquisition powers *may or may not be* necessary. See Land Plans, Sheet 1, Document Ref: 2.2 **[REP1-011a]**: Key "Permanent acquisition of land or New Connection Rights". Put another way, the evidence in Sheet 1 of the Land Plans, Document Ref: 2.2, points to only Option B(i) being justified unambiguously;

d) The *permanent continuous* presence of an Access road, 7.3m wide and 1.2km long designed for Heavy Goods Vehicles and Abnormal Loads, across the Land after the event of conclusion of the erection of one of two Convertor Stations, remains unjustified by evidence of *periodic* occasional 3-4 days of actual use per year by light inspection vehicles or, hypothetically, by vehicles concerning theoretical happenstance rare equipment failure in relation to a Convertor Station designed for a 40 year minimum period and a desire to upgrade electronic equipment;

e) The taking of the Carpenters' Land extent, to execute and maintain no more than a choice of difference on its greater part in the type of landscape vegetation (trees, hedges and different grass) and a visual change from the current open rolling arable fields traversed by pylons and reinstatement of open rolling arable fields (still traversed by pylons), appears problematic.

32. In relation to the Land, the Carpenters' accept:

a) The footprint and volume alone of one (only) Convertor Station be erected on, and remain partly on, the Northern part of their Land within the limits of a Parameter Volume B(ii) (as it results in least take of their Land), as shown in Building Parameter Plans, Plan EN020022-2.6-PARA-Sheet3/Rev 01, Document Ref: 2.6 **[REP1-017]**;

b) The situation (below ground in trenches at least 1m below the ground surface) of electricity bearing cables (and supporting fibre optic cables for monitoring and intra-Convertor Station communications purposes) within their Land to the West of the Farm buildings and continuing Northwards up its Western side to connect to (one of) the Station Parameter Volumes and as shown in Figure 24.2, Illustrative cable route, Drawing Ref: EN020022-ES-24.1-Sheet 1/Rev 01 **[APP-336]**;

c) (within the Parameter Zone 1 Access Road), provision of an access way for *temporary construction* purposes alone;

d) Temporary possession of Plot 1-57 and 1-51;

e) periodic annual inspection of the built Convertor Station by light vehicle 3-4 times a year, for the purpose of inspecting and maintain that Station, along the existing Track along the Eastern boundary of the Land ("the Operational Access Way" in the Proposed Schedule 13 Protective Provisions for Little Denmead Farm); and

f) emergency access over Plot 1-32 for the purposes of emergency recovery planning during the Operational Period of the built Convertor Station.

33. The Carpenters do not accept:

a) Provision on the Land or use of fibre optic cables in, on or under it, for commercial telecommunication purposes, nor of related Telecommunications Buildings and parking (envisaged immediately North of the Farm buildings), are lawful or justified as part of the development for which development consent can be lawfully granted nor that these elements can or do qualify as "associated development";

b) On the basis of the expressed evidence of the Applicant's "desire", however privately and commercially desirable (see page 2-9, Applicant's Response to Para No. 17 of Applicant's Response to Deadline 2 Submissions, 3rd November 2020), Document Ref: 7.9.6 **[REP3-014]**), that the provision or use of any fibre optic cables for commercial telecommunications, and related Telecommunications Buildings and parking (north of the Farm buildings), can lawfully equate to a

public interest nor can such "desire" satisfy the need for Land to be "required" for "the development" under section 122(2)(a), PA 2008. It cannot be;

c) maintenance, in perpetuity, of a (temporary construction) access way within the Parameter Zone 1 Access Road, together with a related attenuation pond, nor that these are, or can be, lawful nor can these be justified to be permanently situated on their Land;

d) the provision of permanent landscaping proposals for localised effects otherwise than Northwards of the proposed bunds immediately adjacent to the built Convertor Station of the Parameters Volumes (for either Volume B(i) or Volume B(ii)), nor that it is, or can be, lawful nor is it justified;

e) Mere design desires for a permanently resulting different appearance of local landscaping to that of the existing open agricultural appearance of the Land are justified nor can such a desire for a different appearance of the existing Land lawfully satisfy section 122(2) of the PA 2008.

34. Lesser intrusive means to enable construction, and periodic and emergency access on notice, can be secured by Protective Provisions (and a planning obligation) whilst enabling the ongoing perpetual agricultural land use of the Land in the vicinity of the Interconnector and land surface restoration.

AQUIND'S EXAMPLE OF WHAT THE PROPOSALS *MIGHT* BE LIKE WITHIN THE PARAMETERS

35. An idea of what *might* be situated within the Order Limits parameter and the Building Parameter Plans **[REP1-017]** parameters so far as they overlap with the Land appears as follows:

a) (within the Order Limits) a pair of electricity bearing cables and supporting fibre optic cables that might run under the Western part of the Land in a trench (shown in Illustrative Cable Route in Figure 24.2 **[APP-336]**, Sheet 1, ("Trenching - illustrative alignment") as its traverses the Land within the Order Limits; and in a Typical Arrangement trench (see Plates 3.5 and 3.24, and paragraphs 3.6.2.10-11, 3.6.3.21, and 3.6.4.1 of Chapter 3, ES Volume 1, (14th November 2019), Document ref: 6.1.3 **[APP-118]**); leading to

b) (within either Volume B(i) or Volume B(ii)) an "unmanned" Convertor Station shown in Figure 15.48, Indicative Landscape Mitigation Plan Option B(i) a Convertor Station **[REP1-036]**; in Plate 3.6 of, and described in paragraphs 3.6.3.2, .5-12 and 3.6.3.17 of Chapter 3, ES Volume 1, (14th November 2019), Document ref: 6.1.3 **[APP-118]**;

c) together with a construction Access Road envisaged to be 1.2km in length and "no wider than 7.3m", being "suitable for transportation of Heavy Goods Vehicles and Abnormal Indivisible Loads" (see paragraph 3.6.3.27 of Chapter 3, ES Volume 1, (14th November 2019), Document ref: 6.1.3 **[APP-118]**, together with an attenuation pond for rain water run off (see paragraph 3.6.3.19 of that Document). The surface of the construction Access "may include a distinction between normal

access requirements and temporary access for larger vehicles" (see paragraph 5.3.6.7 of the Design and Access Statement (Rev. 2) (6th October 2020), Document Ref: 5.5 **[REP1-031]**);

d) a desired use of over-specified fibre optic cable for commercial telecommunications (see paragraph 3.6.3.22 of Chapter 3, ES Volume 1, (14th November 2019), Document ref: 6.1.3 **[APP-118]**; paragraphs 5.1-5.2 of Statement in Relation to FOC (6th October 2020), Document Ref: 7.7.1 **[REP1-127]**; paragraph 5.4.1.1 of the Design and Access Statement (Rev. 2) (6th October 2020), Document Ref: 5.5) **[REP1-031]**;

e) two "unmanned" Telecommunications Buildings relating to the desired use of additional fibre optic cables laid with the electricity bearing cables for commercial telecommunications; and, outside of the Parameter Volumes but overlapping with the Access Zone (see Plate 3.7 and paragraph 3.6.3.23-24 of Chapter 3, ES Volume 1, (14th November 2019) **[APP-118]**, Document ref: 6.1.3; paragraphs 5.1-5.2 and 5.4 of Statement in Relation to FOC (6th October 2020), Document Ref: 7.7.1) **[REP1-127]**; and 5.3.6.7 of the Design and Access Statement (Rev. 2) (6th October 2020), Document Ref: 5.5) **[REP1-031]**;

f) different landscape finishes, of a different visual appearance, to those presently on the Land precluding agricultural use by the Land owners of the land that has been taken for landscaping. See Figure 15.48 **[REP1-036]**, Indicative Landscape Mitigation Plan Option B(i) and B(ii).

EXTENT OF LAND AND NATURE OF RIGHTS ENVISAGED TO BE TAKEN FROM AND IMPOSED ON THE LAND

36. The Land Plans, Document Ref: 2.2 **[REP1-011a]**, Sheet 1, shows the extent and nature of the Order Limits, the permanent and temporary land take envisaged, and the extent of rights, by reference to their geographical extent. Parcels 1-32, 1-37, 1-38, 1-43, 1-44, 1-51, 1-57, 1-60, 1-69, 1-70, 1-71 and 1-72 would be within the Land.

37. Comparison of Sheet 1 with Schedule 2 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]** shows that, for example, whereas only *temporary* use of land and only access *right* are envisaged in relation to the land abutting the Eastern side of the Land, no less than "Permanent Acquisition of Land" of Parcel 1-32 is envisaged. New connection rights are shown on Parcel 1-37, and "New Landscaping Rights" are shown on Parcels 1-43, 1-44, 1-70, 1-71 and 1-72. Parcel 1-32 extends to the whole of the extent of the Land, save for the Ancient Woodland in its East and a small extent to the South of the Land around the farm buildings. See Schedule 4 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations.

SCOPE OF POWERS AND RIGHTS SOUGHT TO BE TAKEN

38. The Proposal envisages different categorises of powers and rights in relation to the Land:

a) Permanent Acquisition of the Land by contrast with the Temporary Use of part of the Land;

b) Temporary Use of the Land;

c) New Access Rights in relation to the Land by contrast with Permanent Acquisition of Land covered by the Access Zone over which New Access Rights alone are sought on, and to the East, of the Land; and

d) New Landscape Rights in relation to the Land by contrast with Permanent Acquisition of the other part of the Land that is envisaged to contain landscape.

39. It can be seen that there are no New Landscape Rights, no New Access Rights, and no Temporary Use rights of the area of Parcel 1-32. However, comparison of: Parcel 1-32 of Land Plans, Document Ref: 2.2 **[REP1-011a]**; Schedules 1, 2 and 4 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]**, and Plate 15.3 of Chapter 15 of the ES, Document Ref: 6.1.15 **[APP-130]**: Land Plans, Sheet 1, Document Ref: 2.2, and Figure 15.48 Figure 15.48 **[REP1-036]**, Indicative Landscape Mitigation Plan Option B(i) and B(ii); discloses that the exclusive basis for the *extent* of *permanent* land take of the Land within Parcel 1-32 (for example) is the potential footprints of: one of two Convertor Station Volumes and its bunding and attenuation pond; a temporary construction Access Way; two Telecommunications Buildings with parking; and a difference in the type of planting and visual appearance of the landscaping. The difference in landscaping does not derive from effects on the National Park but is exclusively local or theoretical. See paragraph 15.5.4.3 of ES Chapter 15, Document Ref: 6.1.15. See below.

DURATION OF POWERS AND RIGHTS ENVISAGED

40. Comparison of Sheet 1 with Schedule 2 to the Carpenters' Written Representations, Document Ref: 200250030/Written Representations **[REP1-232]** shows that, whereas only *temporary* use of land and only access *right* are envisaged in relation to the land abutting the Eastern side of the Land, no less than "Permanent Acquisition of Land" of Parcel 1-32 is envisaged.

41. Within the Land where *permanent* land take is envisaged:

a) The Convertor Station is envisaged to be situated *permanently* upon part of the Northern area of the Land inside of one or other of two Parameter Volumes. The "Interconnector will be designed, manufactured and installed for a minimum service life of 40 years. Due to the dynamic nature of power electronics, the control system may be need to be replaced after 15-20 years. Some equipment may need to be replaced at 15-20 years. Some equipment may need to be refurbished/replaced one or more times during the service life of the Interconnector" (see paragraph 1.1.3.9 of Additional Supporting Information for Onshore Works, Appendix 3.5 of ES, Volume 3, Document Ref: 6.3.3.5 (14th November 2019) **[APP-359]**;

b) Two HVDC and AC electricity bearing cables (with supporting fibre optic cables) are envisaged to be situated *permanently* below ground level within trenches from the South-West corner of the Land, Northwards up its Western part, to the location of the Convertor. "There are no operational requirements associated with the Onshore Cable Route" whereas cable failures are possible, albeit rare, … due to defect in the cable or due to 3rd party interference. An onshore cable fault can leave the interconnector out of service for approximately 2 weeks during repair" (see paragraphs 1.1.3.7 and 1.1.3.13 of Additional Supporting Information for Onshore Works, Appendix 3.5 of ES, Volume 3, Document Ref: 6.3.3.5 **[APP-359]** (14th November 2019);

c) The Access Road is envisaged to be situated *permanently* upon the central and Eastern parts of the Land inside of the Access Zone. "[it] will be required during the construction stage and maintained during the Operational Stage …. This will allow the movement of vehicles to and around the station during the Construction Stage and the Operational Stage" (see paragraph 1.1.3.1 of Additional Supporting Information for Onshore Works, Appendix 3.5 of ES, Volume 3, Document Ref: 6.3.3.5 **[APP-359]** (14th November 2019);

d) Two Telecommunications Buildings and a small parking area are envisaged to be situated *permanently* upon the Southern part of the Land within a Parameter Volume and Access Zone;

e) Permanent Landscaping Rights and particular landscaping within confined areas of the Land would be situated permanently within the Land.

EXTENT OF POWERS AND RIGHTS APPARENTLY JUSTIFIED AND UNJUSTIFIED AT DEADLINE 5

42. The Carpenters consider that no more is justified than:

f) The presence of one unmanned Convertor Station within Parameter Volume Option B(ii), being also the least intrusive volumetric intervention within their Land;

g) The presence of two electricity bearing cable circuits in trenches aligned to Figure 24.2, Drawing Ref: EN020022-ES-24.2-Sheet1/Rev 01 **[APP-336]** and at a below ground level of more than 1m below the surface and with related individual fibre optic cables for supporting purposes;

h) The availability of an inspection and maintenance access to the unmanned Convertor Station for light vehicles about 3-4 times annually;

i) Emergency temporary access to the unmanned Convertor Station in line with such emergency recovery plan as Aquind may have;

j) The presence of the unmanned Convertor Station for more than 125 years in line with the usual period for infrastructure.

43. For the reasons given in Schedule 4 to the Deadline 4 Representations **[REP4-047]** of the Carpenters and in **Appendix J** hereto relating to Landscape, the extent of permanent land take is unjustified.

44. Instead, the Carpenters propose Protective Provisions in a draft Schedule 13 hereto.

APPENDIX A

LEGAL FRAMEWORK

Planning Act 2008

45. By section 31 of the PA 2008, consent is required for "development to the extent that it is *or forms part of*" a nationally significant infrastructure project. By section 14(1)(a), such a project must be within specified descriptions that include "the construction or extension of a generating station". The Secretary of State ("SoS") is empowered to add other descriptions but they must be within the scope of the specified fields of which section 14(6) includes "energy". Parliament has not prescribed "commercial telecommunications" as an available "field" within section 14(6) of the PA 2008.

46. By section 35(1), the SoS is empowered to direct that "development" be treated as development for which development consent is required. Consistent with the scope of sections 31 and 14(6), the scope of that power is expressly restricted, including in subsection (2)(a) by which that the development is or *forms part of* a project (or proposed project) *in prescribed fields* that include "energy". Parliament has not prescribed "commercial telecommunications" as an available "field" within section 35(2(a)(i)).

47. However, Parliament has provided for a direction to potentially encompass "a business or commercial project (or proposed project) of a prescribed description". In doing so, it continues to recognise that some such categories may be subject to the development consent regime but only if within the scope of a prescribed description. As at Deadline 4, the Applicant has not relied on a prescribed description notwithstanding that AQ dDCO: Article 2(1) **[REP3-003]** defines "onshore HVDC cables" to include "i) fibre optic data transmission cables … for commercial telecommunications" and "telecommunications building" to include "for the commercial use of the fibre optic data transmission cables housed within the building"; Similarly, Article 7(6)(c) provides for the transfer benefit of the Order "so far as it relates to the commercial telecommunications use of the fibre optic data transmission cables".

48. By section 115(1), the SoS is empowered to grant development consent for "development" which is: a) development for which development consent is required, or b) "associated development". "Associated development" is a defined term in subsection (2) and must be "associated with the development in (1)(a) (or any part of it)".

49. By section 120 of the PA 2008:

> *1) An order granting development consent may impose requirements in connection with the development for which consent is granted.*
> *2) The requirements may in particular include –*

a. requirements corresponding to conditions which could have been imposed on the grant of any permission, consent or authorisation, or the giving of any notice, which (but for section 33(1)) would have been required for the development;

b. requirements to obtain the approval of the Secretary of State or any other person, so far as not within paragraph (a).

3) An order granting development consent may make provision relating to, or to matters ancillary to, the development for which consent is granted.

4) The provision that may be made under subsection (3) includes in particular provision for or relating to any of the matters listed in Part 1 of Schedule 5….

50. Part 1 of Schedule 5 includes, under paragraph 1: *The acquisition of land, compulsorily or by agreement.* Paragraph 2 provides: *The creation, suspension or extinguishment of, or interference with, interests in or rights over land (including rights of navigation over water), compulsorily or by agreement.*

51. By section 122: (Emphasis added)

1) An order granting development consent <u>may</u> include provision authorising the compulsory acquisition of land <u>only if</u> the Secretary of State is satisfied that the conditions in subsections (2) and (3) are met.

2) The condition is that <u>the land</u> —

a. is required for the development to which the development consent <u>relates</u>,

b. is required to facilitate … that development, …

3) The condition is that there is a compelling case in the public interest for the land to be acquired compulsorily.

CASE LAW

52. In *Smith v Secretary of State for the Environment, Transport and the Regions* [2003] Env. LR 32, the Court of Appeal considered an outline planning permission, *Tew* and *Milne*, and the *Rochdale* Envelope approach. In order to comply with the Directive and Reg.4(2), a decision maker considering a development likely to involve a significant adverse effect on the environment had to ensure that prior to granting planning permission he had sufficient details of the proposed development, its potential impact on the environment and any mitigation measures and that these had been made available to the public. This required consideration of any likely "significant" effect on the environment rather than of every "possible" effect. In fulfilling this obligation it was permissible for the decision maker to contemplate the likely decisions that others would take in relation to details where those others had the interests of the environment as one of their aims. *However*, there could be no reassessment of the environmental impact by those others. It was the duty of the decision maker to set conditions to mitigate any significant adverse environmental effects of the proposed development. Whilst the conditions in the instant case might have been expressed with greater clarity, they did not allow the LPA to reassess the environmental impact or vary the conditions imposed by the plans. The inspector, having set the parameters of the planning permission, *including contours of the land and the provision of trees*, had been entitled to conclude that *the way* in which the LPA was likely to deal with the *details* would be likely to mitigate any adverse environmental impact.

53. It held: (Emphasis added)

> *32. In addition, at para.128 of his judgment in Milne Sullivan J. said this:*
> *"Any major development project will be subject to a number of detailed controls, not all of them included within the planning permission. Emissions to air, discharges into water, disposal of the waste produced by the project, will all be subject to controls under legislation dealing with environmental protection. In assessing the likely significant environmental effects of a project the authors of the environmental statement and the local planning authority are entitled to rely on the operation of those controls with a reasonable degree of competence on the part of the responsible authority: see, for example, the assumptions made in respect of construction impacts, above. The same approach should be adopted to the local planning authority's power to approve reserved matters. Mistakes may occur in any system of detailed controls, but one is identifying and mitigating the 'likely significant effects', not every conceivable effect, however minor or unlikely, of a major project."*
> *33. In my view it is a further important principle that when consideration is being given to the impact on the environment in the context of a planning decision, it is permissible for the decision maker to contemplate the likely decisions that others will take in relation to details where those others have the interests of the environment as one of their objectives. <u>The decision maker is not however entitled to leave the assessment of likely impact to a future occasion simply because he contemplates that the future decision maker will act competently. Constraints must be placed on the planning permission within which future details can be worked out, and the decision maker must form a view about the likely details and their impact on the environment</u>.*

54. In R (*Sainsburys Supermarkets Ltd) v Wolverhampton City Council* [2011] 1 AC 437, the Supreme Court held: (Emphasis added)

> *9. Compulsory acquisition by public authorities for public purposes has always been in this country entirely a creature of statute: Rugby Joint Water Board v Shaw-Fox [1973] AC 202 , 214. The courts have been astute to impose a strict construction on statutes expropriating private property, and to ensure that rights of compulsory acquisition granted for a specified purpose may not be used for a different or collateral purpose: see Taggart, "Expropriation, Public Purpose and the Constitution", in The Golden Metwand and the Crooked Cord: Essays on Public Law in Honour of Sir William Wade , (1998) ed Forsyth & Hare, p 91.*
>
> *10. In Prest v Secretary of State for Wales (1982) 81 LGR 193 , 198 Lord Denning MR said:*
>
> > *"I regard it as a principle of our constitutional law that no citizen is to be deprived of his land by any public authority against his will, unless it is expressly authorised by Parliament and the public interest decisively so demands …"*
>
> *and Watkins LJ said, at pp 211–212:*
>
> > *"The taking of a person's land against his will is a serious invasion of his proprietary rights. The use of statutory authority for the destruction of those rights requires to be most carefully scrutinised. The courts must be vigilant to see to it that that authority is not abused. It must not be used unless it is clear that the Secretary of State has allowed those rights to be violated by a decision based upon the right legal principles, adequate evidence and proper consideration of the factor which sways his mind into confirmation of the order sought.*
>
> *11. Recently, in the High Court of Australia, French CJ said in R & R Fazzolari Pty Ltd v Parramatta City Council [2009] HCA 12 , paras 40, 42, 43:*
>
> > *"40. Private property rights, although subject to compulsory acquisition by statute, have long been hedged about by the common law with protections. These protections are not absolute but take the form of interpretative approaches where statutes are said to affect such rights."*
> > *"42. The attribution by Blackstone, of caution to the legislature in exercising its power over private property, is reflected in what has been called a presumption, in the interpretation of statutes, against an intention to interfere with vested property rights …*
> > *"43. The terminology of 'presumption' is linked to that of 'legislative intention'. As a practical matter it means that, where a statute is capable of more than one construction, that construction will be chosen which interferes least with private property rights."*

APPENDIX B

FACTS

55. Advice Note 9 includes as follows: (Emphasis added)

2.1 The Rochdale Envelope arises from two cases: R. v Rochdale MBC ex parte Milne (No. 1) and R. v Rochdale MBC ex parte Tew [1999] and R. v Rochdale MBC ex parte Milne (No. 2) [2000]. These cases dealt with outline planning applications for a proposed business park in Rochdale…

2.3 To understand the implications arising from the comprehensive consideration of the issues by the Judge2 in Milne (No. 2) ('the Judgment'), it is helpful to note some of the key propositions…:

● the need for 'flexibility' should not be abused: "This does not give developers an excuse to provide inadequate descriptions of their projects. It will be for the authority responsible for issuing the development consent to decide whether it is satisfied, given the nature of the project in question, that it has 'full knowledge' of its likely significant effects on the environment. <u>If it considers that an unnecessary degree of flexibility, and hence uncertainty as to the likely significant environmental effects, has been incorporated into the description of the development, then it can require more detail, or refuse consent</u>" (para 95 of the Judgment);

The Encyclopedia of Planning Law and Practice3 provides additional insight into the purpose and practical application of the Judgment and other relevant case law. Key principles from this analysis have been considered and summarised in context of the DCO application process below and should be taken into account:

- *the DCO application documents should <u>explain the need for and the timescales associated</u> with the flexibility sought <u>and this should be established within clearly defined parameters</u>;*
- *the clearly defined parameters established for the Proposed Development must be sufficiently detailed to enable a proper assessment of the likely significant environmental effects and to allow for the identification of <u>necessary</u> mitigation, if necessary within a range of possibilities;*
- *the assessments in the ES should be consistent with the clearly defined parameters and ensure a robust assessment of the likely significant effects;*
- *the DCO must not permit the Proposed Development to extend beyond the 'clearly defined parameters' which have been requested and assessed. The Secretary of State may choose to impose requirements to ensure that the Proposed Development is constrained in this way;*
- *the more detailed the DCO application is, the easier it will be to ensure compliance with the Regulations.*

2.<u>5 it is ultimately the for the decision maker to determine what degree of flexibility can be permitted in the particular case having regard to the specific facts of an application</u>. The Applicant should ensure they have assessed the range of possible effects implicit in the flexibility provided by the DCO. In some cases, this may well prove difficult.

The Access Road

56. As well as an unmanned Convertor Station (see paragraph 5.3.6.5 of the Design and Access Statement (6th October 2020), Document Ref: 5.5 **[REP1-031]**), the Application Development includes a road that is envisaged to be situated – permanently – upon land that includes the freehold land of the Carpenters. See Schedule 2 to the Carpenters' "Written Representations" **[REP1-232]** submitted for Deadline 1. The result of the envisaged development is shown in Schedule 4 of those Written Representations. The red coloured land shows the presence of the envisaged Access Road dividing the remaining freehold land into two parcels: one to the South (containing an existing access to the Carpenters' farm running along the Southern boundary of their land); one to the North (containing Ancient Woodland and a track on its Easternmost boundary running north to south enabling access to the Carpenter's Field immediately north of the Ancient Woodland).

Access Road – Temporary Construction Period

57. The Applicant's (revised) Design and Access Statement, Document Ref: 5.5 **[REP1-031]** (6th October 2020), describes the Access road as follows:

    a) An Access Road 1.2m long x 7.2m wide is envisaged to lie between Broadway Lane and the south face of the Parameter Volumes for Options B(i) and (ii). See paragraph 5.3.6.2 of the Design and Access Statement **[REP1-031]**;

    b) The choice of a junction with Broadway Lane (instead of with Mill Lane to the West or North of the Parameter Volumes) has resulted in the Access Road falling to be orientated along the South side of the Ancient Woodland on the Carpenters' freehold land and then turning Northwards along the Western edge of that Woodland towards the South side of the Parameter Volumes. See paragraph 5.3.6.2 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**;

    c) *No* detailed design of the Access Road has been formulated at Deadline 5 and future approvals for it remain required. See paragraph 5.3.6.2 of the Design and Access Statement **[REP1-031]**. But it is envisaged that the Access Road "surfacing materials" "which may include a distinction between normal access requirements and temporary access for larger vehicles". See paragraph 5.3.6.6 of the Design and Access Statement, Document Ref: 5.5;

    d) Instead, an Access Road may be situated anywhere "within the zone indicated on the Parameter Plans". See paragraph 5.3.6.2 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**. The Parameter Plans are Document Ref: EN-020022-2.6-PARA Sheet2, for Option B(i), and Sheet3 for Option B(ii) **[REP1-017]**. Those Parameter Plans show a "Parameter Zone 1 Access Road". Comparison of that Parameter Plan with Schedules 2 and 4 of the Carpenters' Written

Representations **[REP1-232]** shows the envisaged Zone within their freehold land. The "Zone" appears sufficiently widely drawn to encompass a range of other envisaged development. See paragraphs 5.3.6.4 and 5.3.6.7 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**;

e) The Access Road will be used for the construction of the Convertor Station. See paragraphs 5.3.6.3 – 4 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**;

f) "*Full-reinstatement* of landscaping will be implemented on completion of the works [of Construction of the Convertor Station]". See paragraph 5.3.6.4 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**. The "Final" landscape proposals indicated in Figure 15.48 Indicative Landscaping Mitigation Plan, Document Ref: EN02002-ES-15.48 **[REP1-036]** for Option B(i) -and for B(ii) show re-instatement *from* "existing semi-improved grassland" to "proposed calcareous grassland" and this is understood to be a distinction without a difference because the proposed grassland is merely a new version of the "existing grassland" not yet "improved". Figure 15.48 shows extensive areas of such grassland between the edge of the Access Way indicated and the boundaries of the freehold land of the Carpenters' shown in Schedule 2 to their Written Representations **[REP1-232]**;

g) Since it is envisaged that the Access Road "surfacing materials" "may include a distinction between normal access requirements and temporary access for larger vehicles" (see paragraph 5.3.6.6 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**), the Applicant's evidence is that "normal" (i.e. operational) access surfacing may be different to construction-related surfaces and that the construction-related access is no more than "temporary". It can be reasonably inferred that the "full-reinstatement" of the landscape would result in the removal of temporary construction-related Access Road material and its –reinstatement of the Access Road Parameter Zone.

Access Road - Operation of the Convertor Station

58. After the "temporary" use of the Access Road for construction vehicles has ceased, and the Convertor Station being "unmanned", the Access Road is envisaged to be used alone for: "Traffic during operation will be minimal and consist of light vehicles", being "maintenance … required on 3-4 days per year", "with parking provided within the [Convertor Station] compound". See paragraphs 5.3.6.3 and 5.3.6.5 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**.

59. The design life of the Convertor Station appears to be at least 40 years. There would be a theoretical "rare occasions" or "occasional requirements for access by larger vehicles" "should the need arise to replace equipment". See paragraph 5.3.6.3 and 5.3.6.5 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**.

Extent of Land Take for Access Road

60. Land Plans, Sheet 1, Document Ref: 2.2 **[REP1-011a]** show that "*Permanent* Acquisition of Land" is sought for the whole of the Access Zone and of the areas around it indicated to be subject to "full-reinstatement" by paragraph 5.3.6.4 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**.

61. But, the evidence of Applicant's evidence of mere *temporary* use of the Access Zone for construction-related traffic, "full-reinstatement", and subsequent access 3-4 times annually by light traffic alone before expiry of the design life of 40 years.

62. It is difficult to see how, even assuming provision of a light road way during operation for 3-4 visits a year for light vehicles, can lawfully justify *permanent* compulsory acquisition of *all* of the Parameter Access Zone within the Carpenters' freehold land.

63. Further, the Applicant's evidence indicates that the breadth of the Access Road could be comprised of surface materials able to be reduced in width by removal of heavier bearing ground following conclusion of construction. See paragraph 5.3.6.6 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**.

The Electricity Bearing Cables and Support Cables

64. Figure 24.2, Illustrative cable route, Drawing Ref: EN-020022-ES-24.2-Sheet1/Rev 01 **[APP-336]**, shows the alignment of the trench for the electricity bearing cables across the Land of the Carpenters.

The Fibre Optic Cables for commercial telecommunications

65. The fibre optic cables for commercial telecommunications purposes. See Schedule 4 to the Deadline 4 Representations of the Carpenters.

The Telecommunications Building

66. The Telecommunications Buildings are exclusively required in relation to the fibre optic cables for commercial telecommunications purposes. See Schedule 4 to the Deadline 4 Representations of the Carpenters **[REP4-047]**.

Landscaping

67. As well as an unmanned Convertor Station and Access Road, the Application Development includes proposals for landscaping around that development. Land Plans, Sheet 1, Document Ref: 2.2 **[REP1-011a]** show that "*Permanent* Acquisition of Land" is sought for the whole of the area on which the Convertor Station would stand, the length of the Access Zone, and also an extent of land in and around

that development indicated by paragraph 5.3.6.4 of the Design and Access Statement, Document Ref: 5.5 **[REP1-031]**, to be subject to “full-reinstatement”.

68. **Appendix J** hereto includes facts in relation the vicinity and the Landscape Proposals of Aquind.

Date: 30 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

Interested Party Proposals for Protective Provisions in relation to Little Denmead Farm

Submitted in relation to Deadline 5 of the Examination Timetable

BLAKE MORGAN

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 5 (30 NOVEMBER 2020)

INTERESTED PARTY PROPOSALS FOR DRAFT PROTECTIVE PROVISIONS IN RELATION TO

LITTLE DENMEAD FARM

1. Introduction

1.1 Mr Geoffrey Carpenter and Mr Peter Carpenter (the "**Carpenters**"), are the joint freehold owners of Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL (the "**Property**"). The Carpenters' interests are registered under title number HP763097.

1.2 The land within the Order Limits covers a significant part (but not all) of the Property. The part of the Property covered by the Order Limits falls within the entirety of plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 ("**Affected Property**").

1.3 The Carpenters also benefit from a right of way over land adjacent to the Property within the Order Limits. This right of way covers plot numbers 1-60, 1-63, and 1-65.

1.4 The Affected Property is situated within the following Works Numbers:

a) Works Number 2 (Works to Construct Converter Station) – which will cover (amongst other plots) plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, and 1-71; and

b) Works Number 3 (Temporary Work Area of up to 5 hectares associated with Works No. 1, 2 & 4) – which will cover (amongst other plots) plot numbers 1-51 and 1-57.

1.5 These draft protective provisions reflect the protections the Carpenters submit should be inserted into the draft development consent order **[REP3-003]** (the version submitted at Deadline 3, which we understand is the latest version submitted by the Applicant) ("**draft DCO**") in relation to the Application Development.

1.6 Article 3 of the draft DCO **[REP3-003]** would authorise a development consent for the Application Development to be carried out within the Order Limits but subject to the provisions of that Order and to the requirements.

1.7 The Application Development is specified in Part 1 of Schedule 1 of the draft DCO **[REP3-003]**. Works no.

1.8 As currently drafted, the current draft DCO **[REP3-003]** fails to make provision for the successful co-existence of the Project with the Carpenters' interests.

1.9 With the draft proposed provisions included in the draft DCO **[REP3-003]**, successful co-existence can occur and, thereby, enable the Examining Authority to recommend that consent be granted.

1.10 We therefore submit the following draft protective provisions for the Examining Authority to consider.

DRAFT PROTECTIVE PROVISIONS

SCHEDULE 13

Part 8

FOR THE PROTECTION OF

LITTLE DENMEAD FARM

Application

1. For the protection of the Little Denmead Farm the following provisions shall, unless otherwise agreed in writing between the undertaker and the Landowner as herein defined, have effect and take precedence over any other conflicting provision(s) in this Order.

Interpretation

2. In this Part of this Schedule –

"**Affected Property**" means that part of Little Denmead Farm and within any of plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 as shown on the land plans, and Footpath 16 as shown on plan EN020022-2.5-AROW-SHEET1-REV02 (Document reference REP1-016).

"Construction Period" the period of time from the commencement of construction of Works No. 2 (prior notice of which must be given in writing by the undertaker to the Landowner) to the issue of the certification for the practical completion of Works No. 2

"Convertor Station" means the convertor station built for the purpose of transmission of electricity within the Parameter Zone 2-4 of Buildings Parameter Plans, Plan Reference EN020022-2.6-PARA-Sheet2, Document Ref: 2.6 on the Affected Property.

"Decommissioning Period" means the conclusion of the period during which the area of the Affected Property occupied by the Convertor Station is removed and the land reinstated for agricultural purposes.

"Landowner" means Mr Geoffrey Carpenter and Mr Peter Carpenter (and their successors in title respectively), who are the joint freehold owners of Little Denmead Farm.

"**Landscaping Area of the Affected Property**" means the area shown on the plan immediately adjacent to the Convertor Station and not extending farther therefrom than the outermost limit of the adjacent bund as shown on [ ] [please see Appendix K to our transcript for CAH 2]

"**Little Denmead Farm**" means the land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL, as shown on the title plan registered at HM Land Registry under title number HP763097

"**Little Denmead Farm Unilateral Development Consent Planning Obligation**" means the unilateral development consent planning obligation [SEE DRAFT HEADS OF TERMS BELOW]

"**Operational Access Way**" means the way identified by black arrows showing the access way on plan [ ],[please see Appendix K to our transcript for CAH 2] and as may be extended, within which access to and egress from the built Converter Station within Works No. 2 may be taken by the undertaker, for the purposes of the inspection and maintenance of, and during the operation of that Convertor Station.

"Operational Period" means the period from certified practical completion of the Convertor Station on the Affected Property until the conclusion of the Decommissioning Period.

"**Parameter Zone 1 Access Road**" means the zone of access within which the undertaker may construct a temporary haul road for the purpose of constructing the Convertor Station within for Works No. 2, as shown on plan identified as "Buildings Parameter Plans", Document Reference 2.6, plan reference EN020022-2.6-PARA-Sheet 2 or 3 ("the Temporary Access Road Zone").

Temporary construction period

3. (1) Notwithstanding the temporary prohibition or restriction under the powers of article 13 (temporary stopping up of streets and public rights of way), during the Construction Period the Landowner may for the purpose of execution of the Convertor Station and related cables at all times take all necessary access across any such street, public right of way, footpath (including Footpath 16 and Footpath 4 which covers plot numbers 1-60, 1-63, and 1-65) or permissive path, as may be reasonably necessary or desirable to enable it to access the Affected Property during the Construction Period, which at the time of the prohibition or restriction was in that street, public right of way or permissive path,

(2) Notwithstanding the extinguishment of private rights of way over land subject to compulsory acquisition under the powers of article 24 (private rights of way), during the Construction Period the Landowner may for the purpose of execution of the Convertor Station and related cables at all times to take all necessary access across any such land within the Affected Property as may be reasonably necessary or desirable to enable it to access the Affected Property during the Construction Period , including Footpath 16 and Footpath 4 which covers plot numbers 1-60, 1-63, and 1-65.

(3) Save that a temporary access road shall not than otherwise be within the Parameter Zone 1 Access Road, notwithstanding any other provision to the contrary in this Order or anything shown on the land plans or contained in the book of reference to the Order, and subject to the provisions of the Little Denmead Farm Unilateral Development Consent Planning Obligation, during the Construction Period the undertaker may, but not otherwise than for the purpose of execution of the Convertor Station and related cables, temporarily possess any of the Affected Property for the Construction Period.

(4) No electricity bearing cable or otherwise shall be finally located above a notional depth of 1m below ground surface level within the Affected Property and any electricity bearing cables shall only be finally placed within the parameter route shown on drawing Figure 24.2, Illustrative cable route, Sheet 1 of 15, Drawing Ref: EN020022-ES-24.2-Sheet 2 together with related individual fibre optic cables for exclusively supporting purposes thereto.

Compulsory acquisition and temporary use

4. (1) Notwithstanding any other provision to the contrary in this Order or anything shown on any plan certified by this Order and subject to the Little Denmead Farm Unilateral Development Consent Planning Obligation, within 6 months of the end of the Construction Period, the Affected Property otherwise than the built Convertor Station and below ground electricity beating cables must be reinstated by the undertaker to agricultural land of at least grade 3b category, and otherwise during the Operational Period the undertaker has no rights of any kind in relation to the Affected Property save as referred to herein below.

(2) Notwithstanding any other provision(s) to the contrary in this Order or anything shown on any plan certified by this Order and subject to the Little Denmead Farm Unilateral Development Consent Planning Obligation, during the Operational Period the undertaker may have rights to maintain the landscape within the Landscaping Area of the Affected Property.

(3) The undertaker may during the Operational Period of the Converter Station:

(i) use the Operational Access Way in accordance with the Unilateral Development Consent Planning Obligation;

(ii) within the Parameter Zone 1 Access Road the undertaker may on [48 hours prior written notice] lay an emergency temporary access road for the purposes of restoration of the operation of the Converter Station, such emergency temporary access road to be removed upon verified continuance of the operation of the Converter Station and the land restored to its former condition. In accordance with such emergency recovery plan as the undertaker may have in place relating to the operation of the Converter Station;

(iii) in line with any emergency recovery plan the undertaker may have in place relating to the operation of the Converter Station, the undertaker may in an emergency have temporary access to the Affected Property and for the purposes of necessary works to the electricity bearing cables located within the Affected Property; and

(iv) maintain two electricity bearing cable circuits not above a notional depth of 1m below ground surface level within the Affected Property and within the parameter route shown on drawing Figure 24.2, Illustrative cable route, Sheet 1 of 15, Drawing Ref: EN020022-ES-24.2-Sheet 2 together with related individual fibre optic cables for exclusively supporting purposes thereto.

Telecommunications buildings and telecommunications cables for commercial telecommunications

[*We have assumed telecommunications cables and buildings will not be included as Associated Development***]**

5. (1) The undertaker may not construct, place or operate any structure, building, cable, or related equipment or apparatus for commercial telecommunications on, in or under the Affected Property.

Decommissioning

6. (1) The undertaker shall, in preparing a decommissioning plan to submit to the relevant planning authority pursuant to requirement 26 of Schedule 2 to this Order, consult the Landowner and take into account such representations as may be made by the Landowners before submitting the decommissioning plan, together with such said representations, to the relevant public authority for its approval.

The following provisions are included as a matter of drafting protocol for completeness, but these may be unnecessary:

[Power to alter layout etc. of streets]

[7. (1) Regardless of the powers under article 10 (power to alter layout etc. of streets), the undertaker may not exercise the powers available under article 10 in relation to the Affected Property, subject to the extent that similar rights are granted to the undertaker by the Landowner in an agreement entered into pursuant to paragraph 4(2) of this Part 8.]

[Street works]

[8. (1) Regardless of the powers under article 11 (street works), the undertaker may not exercise the powers available under article 11 in relation to the Affected Property, subject to the extent that similar rights are granted to the undertaker by the Landowner in an agreement entered into pursuant to paragraph 4(2) of this Part 8.]

[Access to works]

[9. (1) Regardless of the powers in article 14 (access to works), the undertaker may not create during the Operational Period any accesses to works over the Affected Property otherwise than by agreement with the Landowner.]

[Rights under and over streets]

[10. (1) Regardless of the powers in article 29 (rights under and over streets), the undertaker may not, in relation to the Affected Property, exercise the powers in article 29 otherwise than by agreement with the Landowner.]

[**Discharge of water]**

[11. (1) Regardless of the powers in article 17 (discharge of water), the undertaker may not, in relation to the Affected Property, use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out, operation or maintenance of the authorised development or inspect, lay down, take up and alter pipes, make openings into, and connections with, the watercourse, public sewer or drain on the Affected Property otherwise than by agreement with the Landowner.]

[Authority to survey and investigate the land]

[12. (1) Regardless of the powers in article 19 (authority to survey and investigate land), the undertaker must not, in relation to the Affected Property, exercise the powers in article 19 otherwise than by agreement with the Landowner].

[Felling or lopping of trees and removal of hedgerows

[13. (1) Regardless of the powers in article 41(felling or lopping or trees and removal of hedgerows), the undertaker may not, in relation to the Affected Property, exercise the powers in article 41 otherwise than by agreement with the Landowner.]

[Trees subject to tree preservation orders

[14. 1) Regardless of the powers in article 42 (trees subject to tree preservation orders), the undertaker may not, in relation to the Affected Property, exercise the powers in article 41 otherwise than by agreement with the Landowner.]

PRELIMINARY DRAFT HEAD OF TERMS

RELATING TO THE

LITTLE DENMEAD FARM UNILATERAL DEVELOPMENT CONSENT PLANNING OBLIGATION

The owners of Little Denmead Farm anticipate proposing landscaping and access rights over the Affected Property during the construction and operation of the authorised development to be the subject of a unilateral development consent planning obligation, which is to include the following provisions:

1. **Landscaping during construction** – an ability to landscape only within the Landscaping Area of the Affected Property.

2. **Access during operation (inspection and maintenance)** – Upon having laid suitable granular material to the surface of the Operational Access Way, an ability to use the Operational Access Way for the purposes of inspection and maintenance of the Converter Station for the Operational Period by light vehicles [See attached draft plan].

3. **Access during operation (emergencies)** – an ability to use the Parameter Zone 1 Access Road during the operation of the Converter Station to enable the undertaker to meet such requirements as they may have under an emergency recovery plan that may be in place in relation to the Converter Station. In preparing an emergency recovery plan, the undertaker must consult the Landowner and take into account such representations as may be made by the Landowners, together with such said representations.

4. **Landscaping during operation** – an ability to inspect and maintain perimeter landscaping outside of the footprint of the Converter Station compound but limited to within the Landscaping Area of the Affected Property;

Date: 30 November 2020

Aquind Interconnector application for a Development Consent Order for the 'Aquind Interconnector' between Great Britain and France (PINS reference: EN020022)

Mr. Geoffrey Carpenter & Mr. Peter Carpenter (ID: 20025030)

Interested Party Proposals for Protective Provisions in relation to Little Denmead Farm

Submitted in relation to Deadline 5 of the Examination Timetable

BLAKE MORGAN

Blake Morgan LLP
6 New Street Square
London EC4A 3DJ
www.blakemorgan.co.uk

AQUIND INTERCONNECTOR

DCO APPLICATION REFERENCE EN020022

MR. GEOFFREY CARPENTER & MR. PETER CARPENTER (ID: 20025030)

EXAMINATION - DEADLINE 5 (30 NOVEMBER 2020)

INTERESTED PARTY PROPOSALS FOR DRAFT PROTECTIVE PROVISIONS IN RELATION TO

LITTLE DENMEAD FARM

1. Introduction

1.1 Mr Geoffrey Carpenter and Mr Peter Carpenter (the "**Carpenters**"), are the joint freehold owners of Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL (the "**Property**"). The Carpenters' interests are registered under title number HP763097.

1.2 The land within the Order Limits covers a significant part (but not all) of the Property. The part of the Property covered by the Order Limits falls within the entirety of plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 ("**Affected Property**").

1.3 The Carpenters also benefit from a right of way over land adjacent to the Property within the Order Limits. This right of way covers plot numbers 1-60, 1-63, and 1-65.

1.4 The Affected Property is situated within the following Works Numbers:

a) Works Number 2 (Works to Construct Converter Station) – which will cover (amongst other plots) plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, and 1-71; and

b) Works Number 3 (Temporary Work Area of up to 5 hectares associated with Works No. 1, 2 & 4) – which will cover (amongst other plots) plot numbers 1-51 and 1-57.

1.5 These draft protective provisions reflect the protections the Carpenters submit should be inserted into the draft development consent order **[REP3-003]** (the version submitted at Deadline 3, which we understand is the latest version submitted by the Applicant) ("**draft DCO**") in relation to the Application Development.

1.6 Article 3 of the draft DCO **[REP3-003]** would authorise a development consent for the Application Development to be carried out within the Order Limits but subject to the provisions of that Order and to the requirements.

1.7 The Application Development is specified in Part 1 of Schedule 1 of the draft DCO **[REP3-003]**. Works no.

1.8 As currently drafted, the current draft DCO **[REP3-003]** fails to make provision for the successful co-existence of the Project with the Carpenters' interests.

1.9 With the draft proposed provisions included in the draft DCO **[REP3-003]**, successful co-existence can occur and, thereby, enable the Examining Authority to recommend that consent be granted.

1.10 We therefore submit the following draft protective provisions for the Examining Authority to consider.

DRAFT PROTECTIVE PROVISIONS

SCHEDULE 13

Part 8

FOR THE PROTECTION OF

LITTLE DENMEAD FARM

Application

1. For the protection of the Little Denmead Farm the following provisions shall, unless otherwise agreed in writing between the undertaker and the Landowner as herein defined, have effect and take precedence over any other conflicting provision(s) in this Order.

Interpretation

2. In this Part of this Schedule –

"**Affected Property**" means that part of Little Denmead Farm and within any of plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 as shown on the land plans, and Footpath 16 as shown on plan EN020022-2.5-AROW-SHEET1-REV02 (Document reference REP1-016).

"Construction Period" the period of time from the commencement of construction of Works No. 2 (prior notice of which must be given in writing by the undertaker to the Landowner) to the issue of the certification for the practical completion of Works No. 2

"Convertor Station" means the convertor station built for the purpose of transmission of electricity within the Parameter Zone 2-4 of Buildings Parameter Plans, Plan Reference EN020022-2.6-PARA-Sheet2, Document Ref: 2.6 on the Affected Property.

"Decommissioning Period" means the conclusion of the period during which the area of the Affected Property occupied by the Convertor Station is removed and the land reinstated for agricultural purposes.

"Landowner" means Mr Geoffrey Carpenter and Mr Peter Carpenter (and their successors in title respectively), who are the joint freehold owners of Little Denmead Farm.

"**Landscaping Area of the Affected Property**" means the area shown on the plan immediately adjacent to the Convertor Station and not extending farther therefrom than the outermost limit of the adjacent bund as shown on [ ] [please see Appendix K to our transcript for CAH 2]

"**Little Denmead Farm**" means the land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL, as shown on the title plan registered at HM Land Registry under title number HP763097

"**Little Denmead Farm Unilateral Development Consent Planning Obligation**" means the unilateral development consent planning obligation [SEE DRAFT HEADS OF TERMS BELOW]

"**Operational Access Way**" means the way identified by black arrows showing the access way on plan [ ],[please see Appendix K to our transcript for CAH 2] and as may be extended, within which access to and egress from the built Converter Station within Works No. 2 may be taken by the undertaker, for the purposes of the inspection and maintenance of, and during the operation of that Convertor Station.

"Operational Period" means the period from certified practical completion of the Convertor Station on the Affected Property until the conclusion of the Decommissioning Period.

"**Parameter Zone 1 Access Road**" means the zone of access within which the undertaker may construct a temporary haul road for the purpose of constructing the Convertor Station within for Works No. 2, as shown on plan identified as "Buildings Parameter Plans", Document Reference 2.6, plan reference EN020022-2.6-PARA-Sheet 2 or 3 ("the Temporary Access Road Zone").

Temporary construction period

3. (1) Notwithstanding the temporary prohibition or restriction under the powers of article 13 (temporary stopping up of streets and public rights of way), during the Construction Period the Landowner may for the purpose of execution of the Convertor Station and related cables at all times take all necessary access across any such street, public right of way, footpath (including Footpath 16 and Footpath 4 which covers plot numbers 1-60, 1-63, and 1-65) or permissive path, as may be reasonably necessary or desirable to enable it to access the Affected Property during the Construction Period, which at the time of the prohibition or restriction was in that street, public right of way or permissive path,

(2) Notwithstanding the extinguishment of private rights of way over land subject to compulsory acquisition under the powers of article 24 (private rights of way), during the Construction Period the Landowner may for the purpose of execution of the Convertor Station and related cables at all times to take all necessary access across any such land within the Affected Property as may be reasonably necessary or desirable to enable it to access the Affected Property during the Construction Period , including Footpath 16 and Footpath 4 which covers plot numbers 1-60, 1-63, and 1-65.

(3) Save that a temporary access road shall not than otherwise be within the Parameter Zone 1 Access Road, notwithstanding any other provision to the contrary in this Order or anything shown on the land plans or contained in the book of reference to the Order, and subject to the provisions of the Little Denmead Farm Unilateral Development Consent Planning Obligation, during the Construction Period the undertaker may, but not otherwise than for the purpose of execution of the Convertor Station and related cables, temporarily possess any of the Affected Property for the Construction Period.

(4) No electricity bearing cable or otherwise shall be finally located above a notional depth of 1m below ground surface level within the Affected Property and any electricity bearing cables shall only be finally placed within the parameter route shown on drawing Figure 24.2, Illustrative cable route, Sheet 1 of 15, Drawing Ref: EN020022-ES-24.2-Sheet 2 together with related individual fibre optic cables for exclusively supporting purposes thereto.

Compulsory acquisition and temporary use

4. (1) Notwithstanding any other provision to the contrary in this Order or anything shown on any plan certified by this Order and subject to the Little Denmead Farm Unilateral Development Consent Planning Obligation, within 6 months of the end of the Construction Period, the Affected Property otherwise than the built Convertor Station and below ground electricity beating cables must be reinstated by the undertaker to agricultural land of at least grade 3b category, and otherwise during the Operational Period the undertaker has no rights of any kind in relation to the Affected Property save as referred to herein below.

(2) Notwithstanding any other provision(s) to the contrary in this Order or anything shown on any plan certified by this Order and subject to the Little Denmead Farm Unilateral Development Consent Planning Obligation, during the Operational Period the undertaker may have rights to maintain the landscape within the Landscaping Area of the Affected Property.

(3) The undertaker may during the Operational Period of the Converter Station:

(i) use the Operational Access Way in accordance with the Unilateral Development Consent Planning Obligation;

(ii) within the Parameter Zone 1 Access Road the undertaker may on [48 hours prior written notice] lay an emergency temporary access road for the purposes of restoration of the operation of the Converter Station, such emergency temporary access road to be removed upon verified continuance of the operation of the Converter Station and the land restored to its former condition. In accordance with such emergency recovery plan as the undertaker may have in place relating to the operation of the Converter Station;

(iii) in line with any emergency recovery plan the undertaker may have in place relating to the operation of the Converter Station, the undertaker may in an emergency have temporary access to the Affected Property and for the purposes of necessary works to the electricity bearing cables located within the Affected Property; and

(iv) maintain two electricity bearing cable circuits not above a notional depth of 1m below ground surface level within the Affected Property and within the parameter route shown on drawing Figure 24.2, Illustrative cable route, Sheet 1 of 15, Drawing Ref: EN020022-ES-24.2-Sheet 2 together with related individual fibre optic cables for exclusively supporting purposes thereto.

Telecommunications buildings and telecommunications cables for commercial telecommunications

[*We have assumed telecommunications cables and buildings will not be included as Associated Development***]**

5. (1) The undertaker may not construct, place or operate any structure, building, cable, or related equipment or apparatus for commercial telecommunications on, in or under the Affected Property.

Decommissioning

6. (1) The undertaker shall, in preparing a decommissioning plan to submit to the relevant planning authority pursuant to requirement 26 of Schedule 2 to this Order, consult the Landowner and take into account such representations as may be made by the Landowners before submitting the decommissioning plan, together with such said representations, to the relevant public authority for its approval.

The following provisions are included as a matter of drafting protocol for completeness, but these may be unnecessary:

[Power to alter layout etc. of streets]

[7. (1) Regardless of the powers under article 10 (power to alter layout etc. of streets), the undertaker may not exercise the powers available under article 10 in relation to the Affected Property, subject to the extent that similar rights are granted to the undertaker by the Landowner in an agreement entered into pursuant to paragraph 4(2) of this Part 8.]

[Street works]

[8. (1) Regardless of the powers under article 11 (street works), the undertaker may not exercise the powers available under article 11 in relation to the Affected Property, subject to the extent that similar rights are granted to the undertaker by the Landowner in an agreement entered into pursuant to paragraph 4(2) of this Part 8.]

[Access to works]

[9. (1) Regardless of the powers in article 14 (access to works), the undertaker may not create during the Operational Period any accesses to works over the Affected Property otherwise than by agreement with the Landowner.]

[Rights under and over streets]

[10. (1) Regardless of the powers in article 29 (rights under and over streets), the undertaker may not, in relation to the Affected Property, exercise the powers in article 29 otherwise than by agreement with the Landowner.]

[**Discharge of water]**

[11. (1) Regardless of the powers in article 17 (discharge of water), the undertaker may not, in relation to the Affected Property, use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out, operation or maintenance of the authorised development or inspect, lay down, take up and alter pipes, make openings into, and connections with, the watercourse, public sewer or drain on the Affected Property otherwise than by agreement with the Landowner.]

[Authority to survey and investigate the land]

[12. (1) Regardless of the powers in article 19 (authority to survey and investigate land), the undertaker must not, in relation to the Affected Property, exercise the powers in article 19 otherwise than by agreement with the Landowner].

[Felling or lopping of trees and removal of hedgerows

[13. (1) Regardless of the powers in article 41(felling or lopping or trees and removal of hedgerows), the undertaker may not, in relation to the Affected Property, exercise the powers in article 41 otherwise than by agreement with the Landowner.]

[Trees subject to tree preservation orders

[14. 1) Regardless of the powers in article 42 (trees subject to tree preservation orders), the undertaker may not, in relation to the Affected Property, exercise the powers in article 41 otherwise than by agreement with the Landowner.]

PRELIMINARY DRAFT HEAD OF TERMS

RELATING TO THE

LITTLE DENMEAD FARM UNILATERAL DEVELOPMENT CONSENT PLANNING OBLIGATION

The owners of Little Denmead Farm anticipate proposing landscaping and access rights over the Affected Property during the construction and operation of the authorised development to be the subject of a unilateral development consent planning obligation, which is to include the following provisions:

1. **Landscaping during construction** – an ability to landscape only within the Landscaping Area of the Affected Property.

2. **Access during operation (inspection and maintenance)** – Upon having laid suitable granular material to the surface of the Operational Access Way, an ability to use the Operational Access Way for the purposes of inspection and maintenance of the Converter Station for the Operational Period by light vehicles [See attached draft plan].

3. **Access during operation (emergencies)** – an ability to use the Parameter Zone 1 Access Road during the operation of the Converter Station to enable the undertaker to meet such requirements as they may have under an emergency recovery plan that may be in place in relation to the Converter Station. In preparing an emergency recovery plan, the undertaker must consult the Landowner and take into account such representations as may be made by the Landowners, together with such said representations.

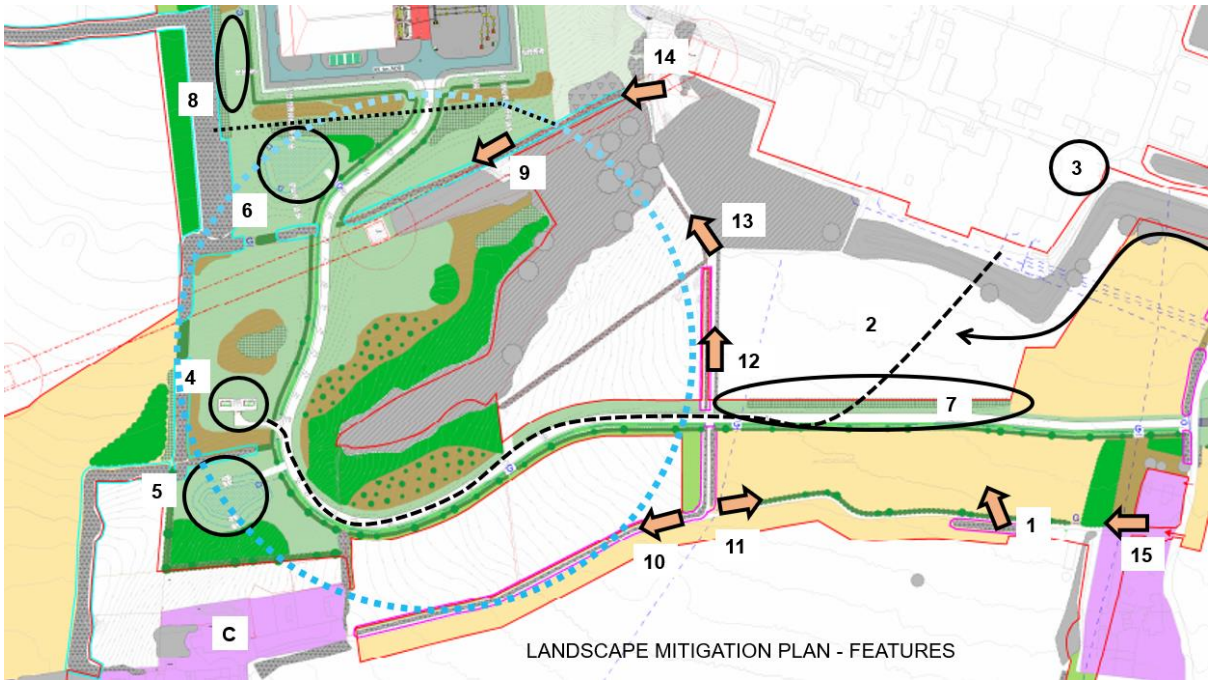
4. **Landscaping during operation** – an ability to inspect and maintain perimeter landscaping outside of the footprint of the Converter Station compound but limited to within the Landscaping Area of the Affected Property;

APPENDIX J Proposed Landscaping: Excessive Unjustified Land Take.

1. Section 183 of the Planning Act 2004 amended section 39 of the Planning Act 2004 (sustainable development) to include: "(2A) For the purposes of subsection (2) the person or body must (in particular) have regard to the desirability of achieving good design." This is not an absolute obligation but is an aspiration: "the desirability of". EN-1, section 4.5 addresses "Good Design" and paragraph 4.5.3 notes the importance placed by the Planning Act 2008 on "good design" and provides that "the IPC needs to be satisfied that energy infrastructure developments are sustainable and, having regard to regulatory and other constraints, are as attractive, durable and adaptable (including taking account of natural hazards such as flooding) as they can be. In so doing, the IPC should satisfy itself that the applicant has taken into account both functionality (including fitness for purpose and sustainability) and aesthetics (including its contribution to the quality of the area in which it would be located) as far as possible… . "

2. The extent of the land take for the Application development remains unjustified, unlawful and is required to be carefully scrutinised. That scrutiny reveals that more land than is necessary for the Application development has been included and either a protective provision or Requirement appears necessary by which to ensure a match between the extent of the Order Limits that is lawfully justified and that shown on the Land Plans **[REP1-011a]** as the proposed Order Limits (we have drafted a draft schedule 13 accordingly to the draft DCO **[REP3-003]** and submitted this at Deadline 5).

3. The diagram below shows the Indicative Landscape Proposals **[APP-281] [APP-282] [APP-283] [REP1-137]** of the Applicant and to which our Clients' have applied diagrammatic elements for ease of understanding.



4. The starting point is that, when carefully scrutinised, the Landscape proposals **[APP-281] [APP-282] [APP-283] [REP1-137]** that show one way that the Landscape Framework terms may result in their application, are evidently unnecessary and the extant of the Landscape proposals has been amplified. A more sustainable result can be ensured by significantly less land take and the Application development can be

accomplished through significantly less onerous land enabling powers and residual emergency planning and decommissioning rights than the Applicant seeks over our Clients' land (shown diagrammatically above essentially meaning that the area in the blue dashed circle in the diagram above can be excluded from the land take), adjacent land, and the geographical extent of those powers that are sought.

5. The Applicant seeks a range of rights over different parts of our Clients' land that include landscape rights of certain plots and permanent acquisition of other land. Plot 1-32 of our Client's land is identified as "*Works No. 2 Works to Construct the Converter Station*" (Works Plan APP-010(a)) and the Applicant contends that all of Plot 1-32 is required to be permanently required (Land Plan APP-008(a)) for the delivery and operation of the Converter Station.

6. It is difficult to identify a rational basis for permanent acquisition of some land, mere new landscape rights over adjacent land, or their extent, that is in the national interest, necessary or essential to make the Convertor Station or sub-surface cables or temporary construction-related development permanently acceptable, or required.

7. Our concern arises from a number of initial and obvious considerations as set out below.

Amplification of land take – commercial convenience?

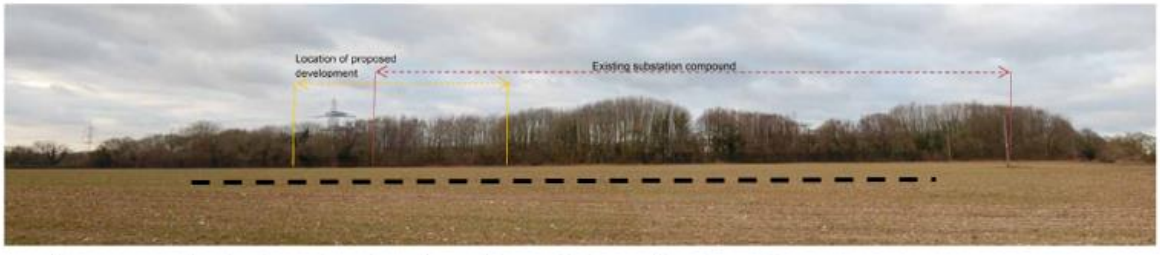
8. **Firstly**, the proposed native mixed woodland belt of up to 15m (Features Plan #7 above and Landscape Mitigation Plans APP-281 and APP-282) which is situated north of the proposed access road to the east of our Clients' land.

9. What is the national interest in this envisaged proposal and why is it essential or required? It is difficult to identify a rational basis in the national interest or that it is essential.

10. It may be asserted that it assists in softening the impact of the new access and reflects the hedgerow edge roads of the vicinity and, secondly, it will bring some new biodiversity benefit. However, does it screen anything and, if so, what?

11. With reference to the DAS and ES (containing a VIA) prepared in support of National Grid's consented application for the extension of the Lovedean Sub-Station (ref: 13/01025/FUL) immediately to the west of the existing Lovedean Sub-Station, which we note has not been identified in the short list of developments document (APP-485), the photomontage identified as View 6 at Section 5 page 29 of the DAS shows clearly the field, in Winter, through which the proposed access road would run E-W (Features Plan #1). See below. We refer to the landscape chapter of that ES .

View 6 (Winter) towards Lovedean Substation and proposed extension



12. Given the mature thick woodland belt (called Crabdens Row) immediately to the southern boundary of Lovedean Sub-Station which joins Crabdens and Stoneacre

Copses and the fact the proposed northerly belt (Features Plan #7) is also native mixed woodland species containing predominantly deciduous and some evergreen species, it is difficult to see how the Application landscape proposals would offer no additional screening benefit, winter or summer, and this is reinforced by the oblique angle of the proposed Convertor Station westwards.

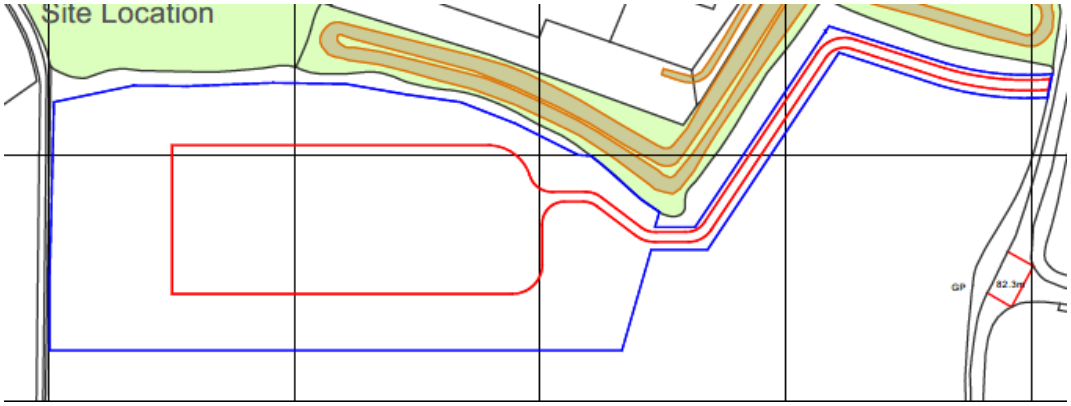
13. Indeed, below is an image of the maturity and density of Crabdens Row in the summer:

14. What this proposed planting strip (Features Plan #7 and shown black dashed line in the image above) would achieve, as a matter of fact, is no more than a screening of the northerly half of an existing agricultural field in the *short* highly localised view and a demarcation of the boundary of what would be a newly created smaller field. That is, a vegetated boundary would be created.

15. We then ask the ExA to consider why that woodland hedgerow would be considered necessary when there is no obvious need for it to be located in that location for the Proposed Development?

16. We consider an answer to this question may lie in the Applicant's option to acquire land immediately north of the extent of land proposed to be acquired for access. The northern land was subject to proposals for a battery storage facility to the south of the existing Lovedean Sub-Station (capable of generating just shy of the 50 MW capacity to require a DCO). We refer the ExA to document APP-485 which lists this theoretical future development as Development 67.

17. It is noticeable that the boundaries of the Order Limits exactly replicate, by carving out, this theoretical development area which is proposed for Development 67 (Features Plan #2), and that mirrors the extent of the land over with the Applicant has an option. The red and blue line boundary of Development 67 is shown below in the site location plan for the National Grid application:



18. The underlying reason for proposing the 15m hedgerow screening along the northern boundary of the access road then becomes clearer. It is predominantly proposed to commence the screening (whether in whole or part) of this other development.

19. The alternative to reliance on future theoretical development to justify the extent of land take is the evident basis of the amplified extent of land take (and related landscape) based not on need for it from the Application development either but due to a mere convenience, to match the extent of the land over which the Applicant has an option.

20. This alternative is revealed by Land Registry title [redacted] at entries 9 and 10 of the charges register, which show that the Applicant has an option agreement in place from January 2019 with the current owners The Warden and Fellows of Winchester College.

9	(14.01.2019) UNILATERAL NOTICE affecting the land edged blue on the title plan in respect of an option to acquire contained in an agreement dated 21 December 2018 made between (1) The Warden and Fellows of Winchester College as trustees of The Winchester College Foundation and (2) Aquind Limited.
10	(14.01.2019) BENEFICIARY: Aquind Limited (Co. Regn. No. 06681477) of OGN House, Hadrian Way, Wallsend, NE28 6HL.

21. The extent of this option land shows that the Order Limits (e.g. for Works No 2 shown on Works Plans Sheet 1 in light green in Document Ref: 2.4 **[REP2-003]**) abut the extent of the optioned land in the Applicant's favour. That is, that the Order Limits are in this location, by way of example, driven not by the need of the Application development proposals but by a desire of the Applicant to align its land take with its disparate land interests in this area.

22. From the outset therefore, there appears to be a degree of strategic land assembly underlying the Proposed Development linked to other development proposals, which in combination provide much greater opportunities for the Applicant to pursue and justify additional future lucrative development.

23. This amplification of Order Limits driven by commercial land acquisition convenience, rather than by the provision of a Convertor Station or sub-surface electricity cables, becomes evident when the recent permission for a 30m high Telecoms Mast is considered and which is identified as Development 70 (APP-485) (Features Plan #3) which is, conveniently, located just to the north of the option land on the other side of the existing woodland belt, Crabden's Row. i.e. the current Land Plans **[REP1-011a]** and Works Plans **[REP2-003]** enable a land bridge between the Application Development, a theoretical future development for a large battery storage facility, and proximity to an approved Telecommunications Mast.

24. However, the real existing situation is that the land take immediately south of the option land shown above is that is it categorised by the Applicant, in its Appendix 17.2, Agricultural Land Classification and Soil Resources, ES, Volume 3, Document Ref: 6.3.17.2 **[APP-426]**, Auger Observation Areas 3, 5 and 6, and Figure 17.2, as "sub-grade 3a – good quality". In cross referring that Figure 17.2 and comparing it with Works Plans , Sheet 1, Document Ref: 2.4 **[REP2-003]** and the extent of the option land outlined in blue, together with the description of development of a construction access way in paragraph 3.6.3.27 of ES, Volume 1, Document Ref: 6.1.3 **[APP-118]**, of "no wider than 7.3m", together with the scaled width of that Works Plans area (excluding a construction compound) being shown as some 25-35m, and consideration of Indicative Convertor Station rea Layout Plans, Options B(i) and (ii), Drawing EN020022-2.7-LAY-Sheet2, Document Ref: 2.7 **[REP1-018],** and Plate 5.31 of the Design and Access Statement (Rev 2), Document Ref: 5.5 **[REP1-031]**, showing the access road within the wider land take, it is difficult to see how more than 7.3m of width can be lawfully justified, i.e. the only rational basis for a wider extent appears to be the commercial convenience for the Applicant to unify its land interest of the option land with its proposed land interest in the Application.

25. We consider that the extent of land take remains unjustified for the purposes of the Planning Act 2008 and sections 115 and 122.

Telecoms buildings

26. **Secondly**, reflecting the same the concern at the amplification beyond the land take necessary (as opposed to merely convenient for the Applicant) shown above, we ask the ExA to carefully scrutinise the basis for the Applicant seeking two Telecoms Buildings (APP-281 and APP-282 and Features Plan #4) on our Clients' land in an isolated location away from the CS whilst adjacent to a proposed permanent access road and made up to a standard far in excess of what could be permanently justified (for 3-4 light vehicles annually) beyond the initial construction phase.

27. In fact, what the particular choice of positioning of these elements does is to create a southern linkage westwards from the proposed Telecoms Buildings, under and along the proposed permanent access road (which is to remain in situ throughout the lifetime of the Proposed Development), enabling a route in the Applicant's proposed control north through the proposed native hedgerow, through the land in the Applicant's control – its option land (Features Plan #2) - and linking to, for example, the Telecoms Mast (Features Plan #3) within the existing Lovedean Sub-Station and Order Limits.

28. The future development of the approved Telcoms Mast appears facilitated by convenience but not essential land assembly.

29. Contingent upon this 'desired' but not required or essential TelecomsBuildings infrastructure, the landscaping proposals are predicated upon, and asserted to be justified across an extensive tract of our clients' land (Plot 1-32 Land Plan APP-008(a)) to be purchased or over which extensive rights are to be acquired. However, there remains no need for the landscaping proposals nor for the permanent acquisition of our Clients' land to ensure the provision of such local landscaping, however desirable the choice by the Applicant of a different form of local landscape appearance and visual appearance may be in place of the current rolling arable fields of our Clients' land and around their farm buildings.

No real 'need'

30. Therefore, **thirdly** we take in turn some of these landscaping proposals and show there is no real need for them.

31. Underlying the discussion on the following points is the lay of the land itself and the effect that *localised* topography has on visual impact and landscape mitigation.

32. Our Clients' farm buildings and property is circa 20m *lower* AOD than the proposed Convertor Station pad level on the Northern part of their land and according to the contours shown on the landscape mitigation plans (APP-281 and APP-282). Therefore, that Station would be set above our Clients' remaining land by some distance. As a consequence, any new features impose themselves more so than they would in a flat landscape over a relatively short distances. A principle is that landscape mitigation *nearer* to the affected receptor can be more effective, and, in this scenario, in dealing with visual impacts than mitigation would be if located nearer to the Proposed Development feature creating that impact. But, that principle here puts the Telecoms cart before the Convertor Station horse.

33. This principle creates a theoretical narrative for landscape mitigation screening the northern boundary of our Clients' proposed retained land based on the permanent proposed situation the access road and its related attenuation pond, two Telecoms

Buildings and Converter Station all contain the potential of having more visual impact than they may otherwise have in a flat landscape due to the rising ground.

34. Taking each one of those features in order:

(a) The access road.

(i) Our Clients understand the construction phase justification for heavy wheel-based articulated vehicles will be needed for the construction of the Application development but there is no rational justification for a permanent 7.3m wide tarmac roadway over their land in perpetuity or beyond that initial construction-related phase.

(ii) In fact, in the 21st century, temporary haul road options exist which could be more than adequate to install along the alignment of the proposed access. These could include geo-matting, timber matting, geosynthetic cellular confinement systems and even soil chemical solutions. Such options may reduce the need for localised re-profiling too but appear not yet to have been explored by the Applicant as less intrusive measures by which to construct the Convertor Station because of the quite outline stage of the Application development.

(iii) Once the construction phase is complete, the heavy-duty temporary haul road solution could be removed and our Clients' agricultural fields returned to pasture and their ability to accommodate livestock. The existing north-south track along the Eastern boundary of our Clients' land could be allocated for use (secured by a planning obligation for access for 3-4 annual trips by light vehicles to the unmanned convertor station) and which is a Track more appropriate and commensurate to the Applicant's envisaged annual maintenance requirements. Images of this Track as it currently exists, and remains in and suitable for such use, are as follows:

(#11)

(#12)

(#13)

(#14)

(iv) This less intrusive approach could allow the Application development to be constructed and the unmanned Convertor Station adequately maintained during operational phase whilst avoiding extensive landscape features and significant permanent land take for what would be an over specified permanent impermeable tarmac road which, due to the fact that it winds up the hill towards the Station site, otherwise has visual impact in itself falling to be considered for mitigation.

(b) Attenuation pond.

(i) The natural outcome of proposing an unnecessary permanent impermeable access way throughout the operational phase is that pluvial runoff and the topography generate a permanent need for an attenuation pond at the lowest point of the proposed access road (#5 Features Plan).

(ii) In the absence of such a permanent access road to allow for maintenance related access via the alternative solution proposed following the reinstatement of our Clients' pasture land there is no need for the proposed southerly attenuation pond.

(iii) This immediately removes the Applicant's purported need for this area of our Clients' land for an attenuation pond.

3(c) Telecoms Building

(i) For the reasons given in Schedule 4 to the Clients' Written Representations for Deadline 4 **[REP4-047]**, there is no lawful nor otherwise any, justification for the provision "for commercial telecommunications" infrastructure" on our Clients' land because it cannot be part of the

Application development and is otherwise unjustified as required and is merely commercially 'desired'.

(ii) However, the presence of these buildings on our Clients' land and close to the farm buildings below them results to generate a landscape proposal. Moreover, in relation to the proposed mitigation landscaping to the northern boundary of our Clients' retained land (as shown in Schedule 4 to their Written Representations **[REP1-232]**), the asserted justification relates to the very localised screening of the impact of the Telecoms Building in our Clients' the immediate view. The existing hedgerow immediately to the south of the proposed Telecoms Building are proposed to be gapped up and between it and the Telecoms Buildings scrub is envisaged to be established.

(iii) However, without a lawful justification for the unmanned Telecoms Buildings being necessarily required for the Application development, and without rational justification (as opposed to commercial convenience) in the proposed location isolated from the situation of the equipment housed within the Convertor Station, the justification for the landscape embedded mitigation linked to this element remains merely asserted out of commercial desire and convenience and cannot be essential or required for the Application development.

(iv) In the absence of lawful or any justification for the telecoms building in this location, then a related need for it be accessed from the access road is removed also, as too is the need for the attenuation pond which would also serve the impermeable pad for the Telecoms Buildings related run off.

This reduces the extent of the (permanent) land take from our Clients' land.

35. Further, in relation to these infrastructure elements the Applicant's VIA (APP-130) summarises the operational stage effects as follows:

- In relation to the year 0 effects, "*the Access Road both west and east of Broadway Lane would remain a noticeable feature giving rise to a moderate adverse permanent medium-term (significant) effect*" (para 15.8.4.9);
- In relation to the year 10 effects, "*Whilst the sensitivity would remain as medium, the magnitude of effect would reduce to small resulting in a direct minor adverse permanent long-term localised (not significant) effect*" (para 15.8.4.14); and
- "*By year 20 effects on infrastructure would remain unchanged as direct minor adverse permanent long-term localised (not significant) effect*" (para 15.8.4.19).

36. The alternative, lesser intrusive measures of removing the access road following construction of the Convertor Station and burial sub-surface of the electricity cables under their land, and having regard to the unlawful nature of the Telecoms Buildings and fibre optic cable link to its "for commercial telecommunications" on and under our Clients' land, would negate the above otherwise significant impacts at all stages of the operational phase and reduce the extent of permanent land take envisaged for the Application development.

Converter Station

37. In relation to the Convertor Station, our Clients consider the positon to be as follows. Our Clients accept that the situation of a Station is justified for what it understands to be the usual period of 125 years for a piece of public infrastructure. This leaves only its visual impression during that period to be considered. The Applicant's position is that due to their careful siting of the Application development that the visual impact is predominantly *localised* and it has a remarkably limited impact on longer and protected viewpoints, wider and designated landscapes despite, especially as the embedded mitigation matures. In particular, the National Park would be unaffected (much in line with the lack of effect of the Western Extension of the Sub-Station on that Park). We highlight to the ExA that the effects are *local* because, in essence, the result of the Applicant's landscape proposals and their permanent extensive land take, is to take our Clients' land against their will in order to impose on them a different view than that of the existing rolling arable fields. In their own view, the taking of their land against their will seems an unreasonably high price to be imposed on them for a change of visual scene. It is also difficult to see how compulsory acquisition of land could be justified for a mere change of view, including because there is no right to a view.

38. The Applicant focusses on its so-called 'embedded mitigation' to minimise the adverse effect on localised receptors. Such embedded mitigation appears to be no more than a choice of design approach, itself a choice and not a requirement resulting from the Application development. 39. The Environmental Statement, Volume 1, Chapter 15 Landscape and Visual Amenity (APP-130) refers to residential properties identified on Figure 15.47 (Residential Properties and Settlements (APP-280)). Our Clients' properties are identified as numbers **11** and **12** and fall within the 1.2km receptors assessed in the LVIA chapter as follows: (Bold and underlined emphasis added).

- There would be significant visual effects and in relation to our Clients' properties there would be "*major adverse (significant) effects*", *during construction* (para 15.8.3.10) **[APP-130]**;
- In year 0, "*South of the Converter Station (Nos. 10, 11, 12 and 13): The worst affected receptor (No.12) would be subject to a* ***major adverse significant effect****. There would be a moderate-major adverse (significant) effect for No.10 and a* ***minor/moderate adverse (significant) effect due to proximity for Nos.11*** *and 13*" (para 15.8.4.24);
- In year 10, "*south of the Converter Station (Nos. 10, 11, 12 and 13):* ***As a consequence of new planting situated to the north of properties there would be a direct change to the depth and composition of view for No. 12 resulting in a medium magnitude of change and a moderate-major neutral (remaining significant) effect.*** *For Nos. 10, 11 and 13* ***effects would be minor-moderate (significant due to their proximity to the Converter Station)****"* (para 15.8.4.25); and
- In year 20, "*south of the Converter Station (No 10, 11, 12 and 13): The* ***effect on No.12 would remain unchanged as moderate-major neutral (significant)*** *whilst for Nos. 10, 11 and 13 the effect would be* ***minor-moderate adverse (not significant as planting reaches maturity)***" (para 15.8.4.26).

40. It is recognised that the construction phase impacts will be inevitably adverse. The worst effects on visual matters would be at year 0 when any proposed change in vegetation is at its smallest. At its height, in that year, the worst effect in No 11 is a "minor/moderate significant adverse effect" and this is exclusively due to "proximity". After that, the changes result from the vegetation and result in year 20 from a change from "minor/moderate adverse (significant) … to minor-moderate adverse (not

significant)". This appears to be a net no difference and is consistent with the landform or difference in elevation also.

41. However, thereafter those impacts should be considered in light of the existing landscape elements.

42. The landscape character of the Clients' land and vicinity is an expansive, "rolling" arable landscape. It is an area of undulating rolling landform of predominantly arable use. The existing substation, pylons and overhead cables are visible elements within local views which are moderated by the gently undulating landform and mature vegetation surrounding the substation. The tops of gantries are visible above the tree line and between gaps in vegetation. See paragraphs 1.5.1 and 1.5.2 of the ES, Appendix II for the Sub-Station in **Appendix 2** hereto.

43. At the same time, it is a landscape in the immediate vicinity of the Convertor Station where the existing pylon infrastructure already crosses the Clients' land and *already* consistently breaks the tree line in height, considerably so, and is of a highly repetitive non-natural form and alien character. Such electrical infrastructure is a dominant landscape element in the immediate surrounding area as accepted by the Applicant (APP-130 para 15.5.3.4). That dominance is increased by the presence of those forms on elevated ground above the Clients' farm buildings and generally higher than their land. The Applicant's Convertor Station would be situated North of that existing infrastructure and behind it when observed from the Clients' farm buildings and lower lying land.

44. For example, the images below show this:

IMAGE 1. The Applicant's Environmental Statement (APP-254) viewpoint 4:

IMAGE 2. The Applicant's Environmental Statement (APP-260) viewpoint 10:

IMAGE 3. National Grid's Environmental Statement Appendix M, View 4a, which is from a viewpoint along Crooks Lane immediately to the west of our Clients' property, and is effectively the landscape they look onto and reveals the real dominance of the pylon infrastructure:

IMAGE 4. The Applicant's Environmental Statement (APP-268) Viewpoint A:

IMAGE 5 It is behind this existing electricity pylon infrastructure that the Convertor Station would be situated in our Clients' view. Shown below the Station would be to the right, our Clients' viewing the same from the left:

(#9)

In addition to this, extensive tracts of agricultural land in the vicinity are already punctuated by large visually utilitarian barns, sheds and other agricultural buildings that are uncompromising in their bulking and mass in the natural landscape and part of its working rural character.

Local examples are as follows:

IMAGE 7. Barns (#15) at the start of Footpath [x]

IMAGE 8Barns (from #10)

IMAGE 9 National Grid's Environmental Statement Appendix F View 1a (from the north looking south to the existing Substation)

45. All of these highlight the point that bulky utilitarian farm buildings co-exist in this landscape with electricity infrastructure of pylons and also of the Lovedean Sub-Station on which the various pylon lines converge in particular immediately North-West of our Clients' land. See Landscape Context Plan, Ref: 15/SWA/5547311/P3 relating to the Substation of the ES supporting the Western Extension.

46. It is clear therefore that our Clients' live in and amongst the juxtaposition of these two visual worlds: on the one hand a landscape of purely natural man-made rolling agricultural fields lined with hedgerows and interspersed with pockets of woodland; on the other hand uncompromising agricultural buildings overlain, in this location particularly, by a domineering aerial infrastructure which maintains the modern world.

47. Therefore, the envisaged and extent of the proposed design choice of so-called 'embedded' landscape mitigation appears unjustified in an existing hybrid situation in which our Clients' already reside and which seeks to take a large part of their land against their will so as to effect the Applicant's design preference for a *local* difference in vegetative view (because the pylons would remain domineering in the view).

48. The proposed 'embedded mitigation' includes emboldened woodland belts, adding new stands of woodland and scrub in a landscape that is predominantly open and rolling agricultural land interspersed with existing electricity infrastructure. See, for example, the views referred to above and also Landscape Context Plan, Ref: 15/SWA/5547311/P3 relating to the Substation of the ES supporting the Western Extension that shows the "existing hedges or hedgerows" and "existing trees or shrubs". In this respect, a comparison of the Land Plans **[REP1-011a]**, Sheet 1, shows "new landscape rights" (and not "permanent acquisition") relating to various vegetative strips around the perimeter of our Clients' land. E.g. Plots 1—49, 1-58, 1-44, 1-56 all appear to be existing hedges and are also not proposed to be taken permanently whereas landscape within the boundary of such boundary features is proposed to be permanently taken. See Plot 1-32. The approach of the Applicant to land take appears idiosyncratic and, again, driven by commercial convenience and not need or a requirement.

49. Our Clients have and maintain their objection to the taking of their land against their will whereas the landscape proposals on land permanently taken from them would prevent also their farming activity on that land.

50. Given that the Convertor Station is to be screened immediately adjacent to it, some of which is on new bunding created from the Station pad re-profiling works and the fact the Station may clad in sympathetic materials and colours (see indicative

photomontage from the Applicant's Environmental Statement (APP-268) Viewpoint A, see below), and that visual impression is ultimately subjective and beauty like benefit is in the eye of the beholder, the visual impression of the Station in a landscape dominated by existing pylons would likely be less visually intrusive than a lot of the existing agricultural buildings and the existing Substation, even on the Applicant's highest subjective position that it is "*minor*-moderate significant adverse".

Less Intrusive Alternative Landscaping

51. Adequate visual landscaping of the Convertor Station S can be secured by:

- Additional shrub planting near to the Convertor Station (north of the black dotted line on the Features Plan) and positioned on any re-profiling to ensure maximum visual mitigation as soon as possible is achieved;
- Gapping up and enhancing the existing hedgerow with native trees along the existing track shown (see photo #9); and
- Planting along the field boundary at #16.

52. This enables our Clients' to retain their fields in the southerly half of Plot 1-32 which can be maintained in a manner to reflect the open rolling arable landscape and permanently so following construction of the Convertor Station and burying of electricity cables.

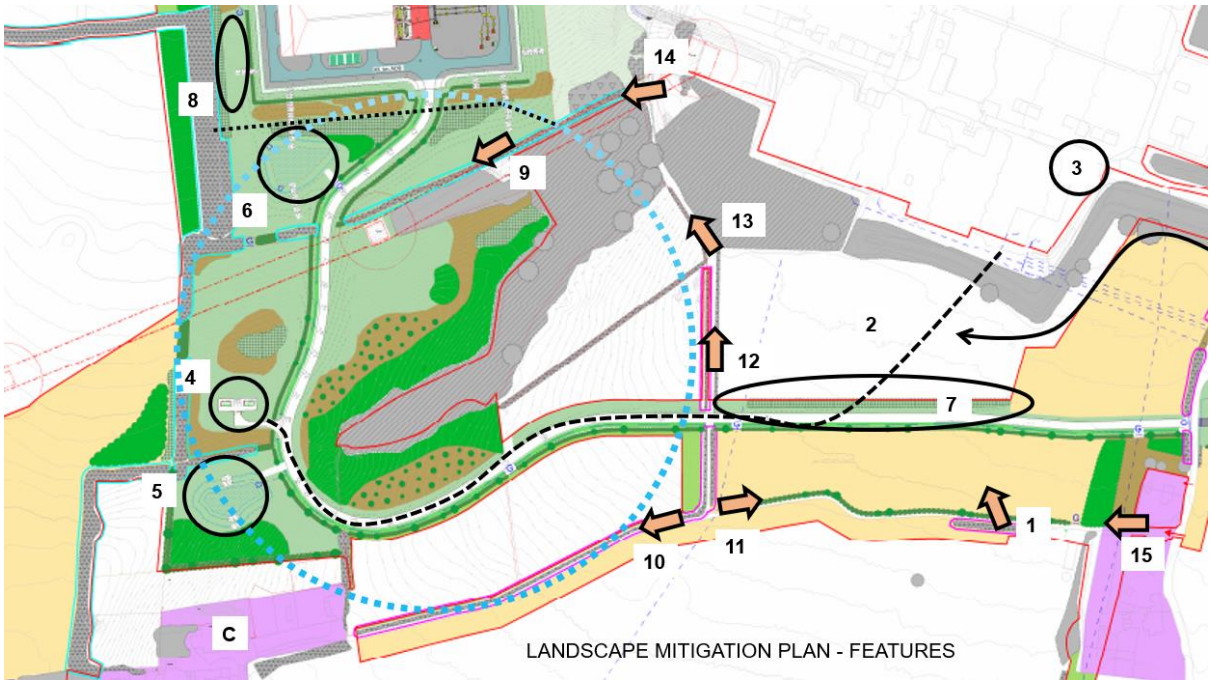
53. A (northerly) attenuation pond could be re-shaped, fed from channels on the southern side of the Convertor Station footprint and related bunding, and situated in a more north-westerly location and shaped to fit in order to avoid the compulsory acquisition of our Clients' land solely for landscape and Convertor Station maintenance over the operational phase of the Application Development. See the proposed diagram.

APPENDIX J Proposed Landscaping: Excessive Unjustified Land Take.

1. Section 183 of the Planning Act 2004 amended section 39 of the Planning Act 2004 (sustainable development) to include: "(2A) For the purposes of subsection (2) the person or body must (in particular) have regard to the desirability of achieving good design." This is not an absolute obligation but is an aspiration: "the desirability of". EN-1, section 4.5 addresses "Good Design" and paragraph 4.5.3 notes the importance placed by the Planning Act 2008 on "good design" and provides that "the IPC needs to be satisfied that energy infrastructure developments are sustainable and, having regard to regulatory and other constraints, are as attractive, durable and adaptable (including taking account of natural hazards such as flooding) as they can be. In so doing, the IPC should satisfy itself that the applicant has taken into account both functionality (including fitness for purpose and sustainability) and aesthetics (including its contribution to the quality of the area in which it would be located) as far as possible… . "

2. The extent of the land take for the Application development remains unjustified, unlawful and is required to be carefully scrutinised. That scrutiny reveals that more land than is necessary for the Application development has been included and either a protective provision or Requirement appears necessary by which to ensure a match between the extent of the Order Limits that is lawfully justified and that shown on the Land Plans **[REP1-011a]** as the proposed Order Limits (we have drafted a draft schedule 13 accordingly to the draft DCO **[REP3-003]** and submitted this at Deadline 5).

3. The diagram below shows the Indicative Landscape Proposals **[APP-281] [APP-282] [APP-283] [REP1-137]** of the Applicant and to which our Clients' have applied diagrammatic elements for ease of understanding.



4. The starting point is that, when carefully scrutinised, the Landscape proposals **[APP-281] [APP-282] [APP-283] [REP1-137]** that show one way that the Landscape Framework terms may result in their application, are evidently unnecessary and the extant of the Landscape proposals has been amplified. A more sustainable result can be ensured by significantly less land take and the Application development can be

accomplished through significantly less onerous land enabling powers and residual emergency planning and decommissioning rights than the Applicant seeks over our Clients' land (shown diagrammatically above essentially meaning that the area in the blue dashed circle in the diagram above can be excluded from the land take), adjacent land, and the geographical extent of those powers that are sought.

5. The Applicant seeks a range of rights over different parts of our Clients' land that include landscape rights of certain plots and permanent acquisition of other land. Plot 1-32 of our Client's land is identified as "*Works No. 2 Works to Construct the Converter Station*" (Works Plan APP-010(a)) and the Applicant contends that all of Plot 1-32 is required to be permanently required (Land Plan APP-008(a)) for the delivery and operation of the Converter Station.

6. It is difficult to identify a rational basis for permanent acquisition of some land, mere new landscape rights over adjacent land, or their extent, that is in the national interest, necessary or essential to make the Convertor Station or sub-surface cables or temporary construction-related development permanently acceptable, or required.

7. Our concern arises from a number of initial and obvious considerations as set out below.

Amplification of land take – commercial convenience?

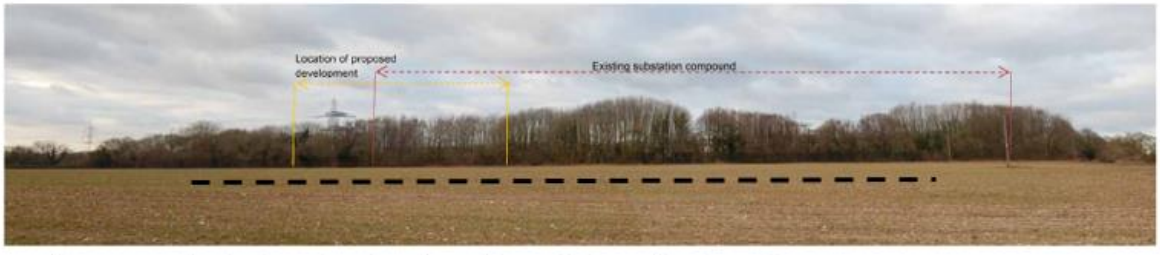
8. **Firstly**, the proposed native mixed woodland belt of up to 15m (Features Plan #7 above and Landscape Mitigation Plans APP-281 and APP-282) which is situated north of the proposed access road to the east of our Clients' land.

9. What is the national interest in this envisaged proposal and why is it essential or required? It is difficult to identify a rational basis in the national interest or that it is essential.

10. It may be asserted that it assists in softening the impact of the new access and reflects the hedgerow edge roads of the vicinity and, secondly, it will bring some new biodiversity benefit. However, does it screen anything and, if so, what?

11. With reference to the DAS and ES (containing a VIA) prepared in support of National Grid's consented application for the extension of the Lovedean Sub-Station (ref: 13/01025/FUL) immediately to the west of the existing Lovedean Sub-Station, which we note has not been identified in the short list of developments document (APP-485), the photomontage identified as View 6 at Section 5 page 29 of the DAS shows clearly the field, in Winter, through which the proposed access road would run E-W (Features Plan #1). See below. We refer to the landscape chapter of that ES .

View 6 (Winter) towards Lovedean Substation and proposed extension



12. Given the mature thick woodland belt (called Crabdens Row) immediately to the southern boundary of Lovedean Sub-Station which joins Crabdens and Stoneacre

Copses and the fact the proposed northerly belt (Features Plan #7) is also native mixed woodland species containing predominantly deciduous and some evergreen species, it is difficult to see how the Application landscape proposals would offer no additional screening benefit, winter or summer, and this is reinforced by the oblique angle of the proposed Convertor Station westwards.

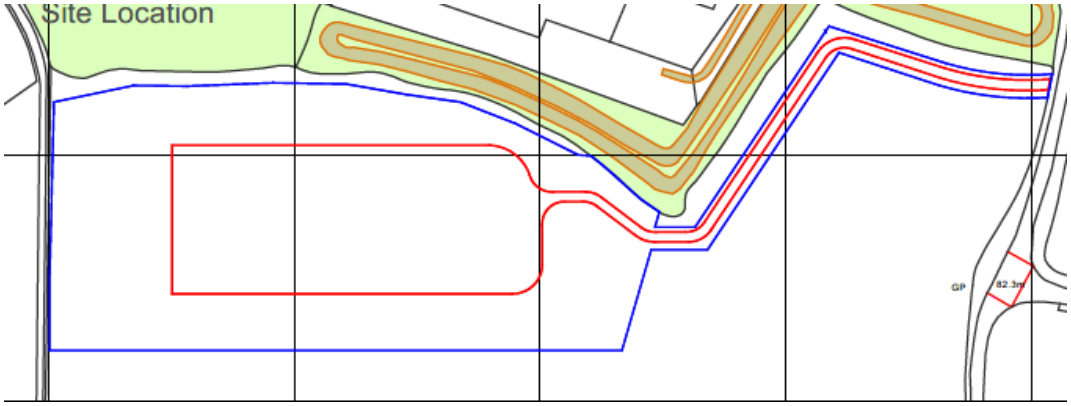
13. Indeed, below is an image of the maturity and density of Crabdens Row in the summer:

14. What this proposed planting strip (Features Plan #7 and shown black dashed line in the image above) would achieve, as a matter of fact, is no more than a screening of the northerly half of an existing agricultural field in the *short* highly localised view and a demarcation of the boundary of what would be a newly created smaller field. That is, a vegetated boundary would be created.

15. We then ask the ExA to consider why that woodland hedgerow would be considered necessary when there is no obvious need for it to be located in that location for the Proposed Development?

16. We consider an answer to this question may lie in the Applicant's option to acquire land immediately north of the extent of land proposed to be acquired for access. The northern land was subject to proposals for a battery storage facility to the south of the existing Lovedean Sub-Station (capable of generating just shy of the 50 MW capacity to require a DCO). We refer the ExA to document APP-485 which lists this theoretical future development as Development 67.

17. It is noticeable that the boundaries of the Order Limits exactly replicate, by carving out, this theoretical development area which is proposed for Development 67 (Features Plan #2), and that mirrors the extent of the land over with the Applicant has an option. The red and blue line boundary of Development 67 is shown below in the site location plan for the National Grid application:



18. The underlying reason for proposing the 15m hedgerow screening along the northern boundary of the access road then becomes clearer. It is predominantly proposed to commence the screening (whether in whole or part) of this other development.

19. The alternative to reliance on future theoretical development to justify the extent of land take is the evident basis of the amplified extent of land take (and related landscape) based not on need for it from the Application development either but due to a mere convenience, to match the extent of the land over which the Applicant has an option.

20. This alternative is revealed by Land Registry title [redacted] at entries 9 and 10 of the charges register, which show that the Applicant has an option agreement in place from January 2019 with the current owners The Warden and Fellows of Winchester College.

> 9 (14.01.2019) UNILATERAL NOTICE affecting the land edged blue on the title plan in respect of an option to acquire contained in an agreement dated 21 December 2018 made between (1) The Warden and Fellows of Winchester College as trustees of The Winchester College Foundation and (2) Aquind Limited.
>
> 10 (14.01.2019) BENEFICIARY: Aquind Limited (Co. Regn. No. 06681477) of OGN House, Hadrian Way, Wallsend, NE28 6HL.

21. The extent of this option land shows that the Order Limits (e.g. for Works No 2 shown on Works Plans Sheet 1 in light green in Document Ref: 2.4 **[REP2-003]**) abut the extent of the optioned land in the Applicant's favour. That is, that the Order Limits are in this location, by way of example, driven not by the need of the Application development proposals but by a desire of the Applicant to align its land take with its disparate land interests in this area.

22. From the outset therefore, there appears to be a degree of strategic land assembly underlying the Proposed Development linked to other development proposals, which in combination provide much greater opportunities for the Applicant to pursue and justify additional future lucrative development.

23. This amplification of Order Limits driven by commercial land acquisition convenience, rather than by the provision of a Convertor Station or sub-surface electricity cables, becomes evident when the recent permission for a 30m high Telecoms Mast is considered and which is identified as Development 70 (APP-485) (Features Plan #3) which is, conveniently, located just to the north of the option land on the other side of the existing woodland belt, Crabden's Row. i.e. the current Land Plans **[REP1-011a]** and Works Plans **[REP2-003]** enable a land bridge between the Application Development, a theoretical future development for a large battery storage facility, and proximity to an approved Telecommunications Mast.

24. However, the real existing situation is that the land take immediately south of the option land shown above is that is it categorised by the Applicant, in its Appendix 17.2, Agricultural Land Classification and Soil Resources, ES, Volume 3, Document Ref: 6.3.17.2 **[APP-426]**, Auger Observation Areas 3, 5 and 6, and Figure 17.2, as "sub-grade 3a – good quality". In cross referring that Figure 17.2 and comparing it with Works Plans , Sheet 1, Document Ref: 2.4 **[REP2-003]** and the extent of the option land outlined in blue, together with the description of development of a construction access way in paragraph 3.6.3.27 of ES, Volume 1, Document Ref: 6.1.3 **[APP-118]**, of "no wider than 7.3m", together with the scaled width of that Works Plans area (excluding a construction compound) being shown as some 25-35m, and consideration of Indicative Convertor Station rea Layout Plans, Options B(i) and (ii), Drawing EN020022-2.7-LAY-Sheet2, Document Ref: 2.7 **[REP1-018]**, and Plate 5.31 of the Design and Access Statement (Rev 2), Document Ref: 5.5 **[REP1-031]**, showing the access road within the wider land take, it is difficult to see how more than 7.3m of width can be lawfully justified, i.e. the only rational basis for a wider extent appears to be the commercial convenience for the Applicant to unify its land interest of the option land with its proposed land interest in the Application.

25. We consider that the extent of land take remains unjustified for the purposes of the Planning Act 2008 and sections 115 and 122.

Telecoms buildings

26. **Secondly**, reflecting the same the concern at the amplification beyond the land take necessary (as opposed to merely convenient for the Applicant) shown above, we ask the ExA to carefully scrutinise the basis for the Applicant seeking two Telecoms Buildings (APP-281 and APP-282 and Features Plan #4) on our Clients' land in an isolated location away from the CS whilst adjacent to a proposed permanent access road and made up to a standard far in excess of what could be permanently justified (for 3-4 light vehicles annually) beyond the initial construction phase.

27. In fact, what the particular choice of positioning of these elements does is to create a southern linkage westwards from the proposed Telecoms Buildings, under and along the proposed permanent access road (which is to remain in situ throughout the lifetime of the Proposed Development), enabling a route in the Applicant's proposed control north through the proposed native hedgerow, through the land in the Applicant's control – its option land (Features Plan #2) - and linking to, for example, the Telecoms Mast (Features Plan #3) within the existing Lovedean Sub-Station and Order Limits.

28. The future development of the approved Telcoms Mast appears facilitated by convenience but not essential land assembly.

29. Contingent upon this 'desired' but not required or essential TelecomsBuildings infrastructure, the landscaping proposals are predicated upon, and asserted to be justified across an extensive tract of our clients' land (Plot 1-32 Land Plan APP-008(a)) to be purchased or over which extensive rights are to be acquired. However, there remains no need for the landscaping proposals nor for the permanent acquisition of our Clients' land to ensure the provision of such local landscaping, however desirable the choice by the Applicant of a different form of local landscape appearance and visual appearance may be in place of the current rolling arable fields of our Clients' land and around their farm buildings.

No real 'need'

30. Therefore, **thirdly** we take in turn some of these landscaping proposals and show there is no real need for them.

31. Underlying the discussion on the following points is the lay of the land itself and the effect that *localised* topography has on visual impact and landscape mitigation.

32. Our Clients' farm buildings and property is circa 20m *lower* AOD than the proposed Convertor Station pad level on the Northern part of their land and according to the contours shown on the landscape mitigation plans (APP-281 and APP-282). Therefore, that Station would be set above our Clients' remaining land by some distance. As a consequence, any new features impose themselves more so than they would in a flat landscape over a relatively short distances. A principle is that landscape mitigation *nearer* to the affected receptor can be more effective, and, in this scenario, in dealing with visual impacts than mitigation would be if located nearer to the Proposed Development feature creating that impact. But, that principle here puts the Telecoms cart before the Convertor Station horse.

33. This principle creates a theoretical narrative for landscape mitigation screening the northern boundary of our Clients' proposed retained land based on the permanent proposed situation the access road and its related attenuation pond, two Telecoms

Buildings and Converter Station all contain the potential of having more visual impact than they may otherwise have in a flat landscape due to the rising ground.

34. Taking each one of those features in order:

(a) The access road.

(i) Our Clients understand the construction phase justification for heavy wheel-based articulated vehicles will be needed for the construction of the Application development but there is no rational justification for a permanent 7.3m wide tarmac roadway over their land in perpetuity or beyond that initial construction-related phase.

(ii) In fact, in the 21st century, temporary haul road options exist which could be more than adequate to install along the alignment of the proposed access. These could include geo-matting, timber matting, geosynthetic cellular confinement systems and even soil chemical solutions. Such options may reduce the need for localised re-profiling too but appear not yet to have been explored by the Applicant as less intrusive measures by which to construct the Convertor Station because of the quite outline stage of the Application development.

(iii) Once the construction phase is complete, the heavy-duty temporary haul road solution could be removed and our Clients' agricultural fields returned to pasture and their ability to accommodate livestock. The existing north-south track along the Eastern boundary of our Clients' land could be allocated for use (secured by a planning obligation for access for 3-4 annual trips by light vehicles to the unmanned convertor station) and which is a Track more appropriate and commensurate to the Applicant's envisaged annual maintenance requirements. Images of this Track as it currently exists, and remains in and suitable for such use, are as follows:

(#11)

(#12)

(#13)

(#14)

(iv) This less intrusive approach could allow the Application development to be constructed and the unmanned Convertor Station adequately maintained during operational phase whilst avoiding extensive landscape features and significant permanent land take for what would be an over specified permanent impermeable tarmac road which, due to the fact that it winds up the hill towards the Station site, otherwise has visual impact in itself falling to be considered for mitigation.

(b) Attenuation pond.

(i) The natural outcome of proposing an unnecessary permanent impermeable access way throughout the operational phase is that pluvial runoff and the topography generate a permanent need for an attenuation pond at the lowest point of the proposed access road (#5 Features Plan).

(ii) In the absence of such a permanent access road to allow for maintenance related access via the alternative solution proposed following the reinstatement of our Clients' pasture land there is no need for the proposed southerly attenuation pond.

(iii) This immediately removes the Applicant's purported need for this area of our Clients' land for an attenuation pond.

3(c) Telecoms Building

(i) For the reasons given in Schedule 4 to the Clients' Written Representations for Deadline 4 **[REP4-047]**, there is no lawful nor otherwise any, justification for the provision "for commercial telecommunications" infrastructure" on our Clients' land because it cannot be part of the

Application development and is otherwise unjustified as required and is merely commercially 'desired'.

(ii) However, the presence of these buildings on our Clients' land and close to the farm buildings below them results to generate a landscape proposal. Moreover, in relation to the proposed mitigation landscaping to the northern boundary of our Clients' retained land (as shown in Schedule 4 to their Written Representations **[REP1-232]**), the asserted justification relates to the very localised screening of the impact of the Telecoms Building in our Clients' the immediate view. The existing hedgerow immediately to the south of the proposed Telecoms Building are proposed to be gapped up and between it and the Telecoms Buildings scrub is envisaged to be established.

(iii) However, without a lawful justification for the unmanned Telecoms Buildings being necessarily required for the Application development, and without rational justification (as opposed to commercial convenience) in the proposed location isolated from the situation of the equipment housed within the Convertor Station, the justification for the landscape embedded mitigation linked to this element remains merely asserted out of commercial desire and convenience and cannot be essential or required for the Application development.

(iv) In the absence of lawful or any justification for the telecoms building in this location, then a related need for it be accessed from the access road is removed also, as too is the need for the attenuation pond which would also serve the impermeable pad for the Telecoms Buildings related run off.

This reduces the extent of the (permanent) land take from our Clients' land.

35. Further, in relation to these infrastructure elements the Applicant's VIA (APP-130) summarises the operational stage effects as follows:

- In relation to the year 0 effects, "*the Access Road both west and east of Broadway Lane would remain a noticeable feature giving rise to a moderate adverse permanent medium-term (significant) effect*" (para 15.8.4.9);
- In relation to the year 10 effects, "*Whilst the sensitivity would remain as medium, the magnitude of effect would reduce to small resulting in a direct minor adverse permanent long-term localised (not significant) effect*" (para 15.8.4.14); and
- "*By year 20 effects on infrastructure would remain unchanged as direct minor adverse permanent long-term localised (not significant) effect*" (para 15.8.4.19).

36. The alternative, lesser intrusive measures of removing the access road following construction of the Convertor Station and burial sub-surface of the electricity cables under their land, and having regard to the unlawful nature of the Telecoms Buildings and fibre optic cable link to its "for commercial telecommunications" on and under our Clients' land, would negate the above otherwise significant impacts at all stages of the operational phase and reduce the extent of permanent land take envisaged for the Application development.

Converter Station

37. In relation to the Convertor Station, our Clients consider the positon to be as follows. Our Clients accept that the situation of a Station is justified for what it understands to be the usual period of 125 years for a piece of public infrastructure. This leaves only its visual impression during that period to be considered. The Applicant's position is that due to their careful siting of the Application development that the visual impact is predominantly *localised* and it has a remarkably limited impact on longer and protected viewpoints, wider and designated landscapes despite, especially as the embedded mitigation matures. In particular, the National Park would be unaffected (much in line with the lack of effect of the Western Extension of the Sub-Station on that Park). We highlight to the ExA that the effects are *local* because, in essence, the result of the Applicant's landscape proposals and their permanent extensive land take, is to take our Clients' land against their will in order to impose on them a different view than that of the existing rolling arable fields. In their own view, the taking of their land against their will seems an unreasonably high price to be imposed on them for a change of visual scene. It is also difficult to see how compulsory acquisition of land could be justified for a mere change of view, including because there is no right to a view.

38. The Applicant focusses on its so-called 'embedded mitigation' to minimise the adverse effect on localised receptors. Such embedded mitigation appears to be no more than a choice of design approach, itself a choice and not a requirement resulting from the Application development. 39. The Environmental Statement, Volume 1, Chapter 15 Landscape and Visual Amenity (APP-130) refers to residential properties identified on Figure 15.47 (Residential Properties and Settlements (APP-280)). Our Clients' properties are identified as numbers **11** and **12** and fall within the 1.2km receptors assessed in the LVIA chapter as follows: (Bold and underlined emphasis added).

- There would be significant visual effects and in relation to our Clients' properties there would be "*major adverse (significant) effects*", *during construction* (para 15.8.3.10) **[APP-130]**;
- In year 0, "*South of the Converter Station (Nos. 10, 11, 12 and 13): The worst affected receptor (No.12) would be subject to a* ***major adverse significant effect****. There would be a moderate-major adverse (significant) effect for No.10 and a* ***minor/moderate adverse (significant) effect due to proximity for Nos.11*** *and 13*" (para 15.8.4.24);
- In year 10, "*south of the Converter Station (Nos. 10, 11, 12 and 13):* ***As a consequence of new planting situated to the north of properties there would be a direct change to the depth and composition of view for No. 12 resulting in a medium magnitude of change and a moderate-major neutral (remaining significant) effect.*** *For Nos. 10, 11 and 13* ***effects would be minor-moderate (significant due to their proximity to the Converter Station)****"* (para 15.8.4.25); and
- In year 20, "*south of the Converter Station (No 10, 11, 12 and 13): The* ***effect on No.12 would remain unchanged as moderate-major neutral (significant)*** *whilst for Nos. 10, 11 and 13 the effect would be* ***minor-moderate adverse (not significant as planting reaches maturity)***" (para 15.8.4.26).

40. It is recognised that the construction phase impacts will be inevitably adverse. The worst effects on visual matters would be at year 0 when any proposed change in vegetation is at its smallest. At its height, in that year, the worst effect in No 11 is a "minor/moderate significant adverse effect" and this is exclusively due to "proximity". After that, the changes result from the vegetation and result in year 20 from a change from "minor/moderate adverse (significant) … to minor-moderate adverse (not

significant)". This appears to be a net no difference and is consistent with the landform or difference in elevation also.

41. However, thereafter those impacts should be considered in light of the existing landscape elements.

42. The landscape character of the Clients' land and vicinity is an expansive, "rolling" arable landscape. It is an area of undulating rolling landform of predominantly arable use. The existing substation, pylons and overhead cables are visible elements within local views which are moderated by the gently undulating landform and mature vegetation surrounding the substation. The tops of gantries are visible above the tree line and between gaps in vegetation. See paragraphs 1.5.1 and 1.5.2 of the ES, Appendix II for the Sub-Station in **Appendix 2** hereto.

43. At the same time, it is a landscape in the immediate vicinity of the Convertor Station where the existing pylon infrastructure already crosses the Clients' land and *already* consistently breaks the tree line in height, considerably so, and is of a highly repetitive non-natural form and alien character. Such electrical infrastructure is a dominant landscape element in the immediate surrounding area as accepted by the Applicant (APP-130 para 15.5.3.4). That dominance is increased by the presence of those forms on elevated ground above the Clients' farm buildings and generally higher than their land. The Applicant's Convertor Station would be situated North of that existing infrastructure and behind it when observed from the Clients' farm buildings and lower lying land.

44. For example, the images below show this:

IMAGE 1. The Applicant's Environmental Statement (APP-254) viewpoint 4:

IMAGE 2. The Applicant's Environmental Statement (APP-260) viewpoint 10:

IMAGE 3. National Grid's Environmental Statement Appendix M, View 4a, which is from a viewpoint along Crooks Lane immediately to the west of our Clients' property, and is effectively the landscape they look onto and reveals the real dominance of the pylon infrastructure:

IMAGE 4. The Applicant's Environmental Statement (APP-268) Viewpoint A:

IMAGE 5 It is behind this existing electricity pylon infrastructure that the Convertor Station would be situated in our Clients' view. Shown below the Station would be to the right, our Clients' viewing the same from the left:

(#9)

In addition to this, extensive tracts of agricultural land in the vicinity are already punctuated by large visually utilitarian barns, sheds and other agricultural buildings that are uncompromising in their bulking and mass in the natural landscape and part of its working rural character.

Local examples are as follows:

IMAGE 7. Barns (#15) at the start of Footpath [x]

IMAGE 8Barns (from #10)

IMAGE 9 National Grid's Environmental Statement Appendix F View 1a (from the north looking south to the existing Substation)

45. All of these highlight the point that bulky utilitarian farm buildings co-exist in this landscape with electricity infrastructure of pylons and also of the Lovedean Sub-Station on which the various pylon lines converge in particular immediately North-West of our Clients' land. See Landscape Context Plan, Ref: 15/SWA/5547311/P3 relating to the Substation of the ES supporting the Western Extension.

46. It is clear therefore that our Clients' live in and amongst the juxtaposition of these two visual worlds: on the one hand a landscape of purely natural man-made rolling agricultural fields lined with hedgerows and interspersed with pockets of woodland; on the other hand uncompromising agricultural buildings overlain, in this location particularly, by a domineering aerial infrastructure which maintains the modern world.

47. Therefore, the envisaged and extent of the proposed design choice of so-called 'embedded' landscape mitigation appears unjustified in an existing hybrid situation in which our Clients' already reside and which seeks to take a large part of their land against their will so as to effect the Applicant's design preference for a *local* difference in vegetative view (because the pylons would remain domineering in the view).

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49. Our Clients have and maintain their objection to the taking of their land against their will whereas the landscape proposals on land permanently taken from them would prevent also their farming activity on that land.

50. Given that the Convertor Station is to be screened immediately adjacent to it, some of which is on new bunding created from the Station pad re-profiling works and the fact the Station may clad in sympathetic materials and colours (see indicative

photomontage from the Applicant's Environmental Statement (APP-268) Viewpoint A, see below), and that visual impression is ultimately subjective and beauty like benefit is in the eye of the beholder, the visual impression of the Station in a landscape dominated by existing pylons would likely be less visually intrusive than a lot of the existing agricultural buildings and the existing Substation, even on the Applicant's highest subjective position that it is "*minor*-moderate significant adverse".

Less Intrusive Alternative Landscaping

51. Adequate visual landscaping of the Convertor Station S can be secured by:

- Additional shrub planting near to the Convertor Station (north of the black dotted line on the Features Plan) and positioned on any re-profiling to ensure maximum visual mitigation as soon as possible is achieved;
- Gapping up and enhancing the existing hedgerow with native trees along the existing track shown (see photo #9); and
- Planting along the field boundary at #16.

52. This enables our Clients' to retain their fields in the southerly half of Plot 1-32 which can be maintained in a manner to reflect the open rolling arable landscape and permanently so following construction of the Convertor Station and burying of electricity cables.

53. A (northerly) attenuation pond could be re-shaped, fed from channels on the southern side of the Convertor Station footprint and related bunding, and situated in a more north-westerly location and shaped to fit in order to avoid the compulsory acquisition of our Clients' land solely for landscape and Convertor Station maintenance over the operational phase of the Application Development. See the proposed diagram.