



AQUIND Limited

AQUIND INTERCONNECTOR

Applicant's Response to Secretary of State
Request for Further Information

The Infrastructure Planning (Examination Procedure) Rules 2010, Rule 8(1)(c)
The Planning Act 2008

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FURTHER INFORMATION**

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1. **INTRODUCTION**

- 1.1 AQUIND Limited (the "**Applicant**") submitted an application for the AQUIND Interconnector Order (the '**Order**') pursuant to section 37 of the Planning Act 2008 (as amended) (the '**Act**') to the Secretary of State ('**SoS**') (the '**Application**') to authorise the construction and use of AQUIND Interconnector (the "**Proposed Development**").
- 1.2 The Application was accepted by the Planning Inspectorate ('**PINS**') on 12 December 2019, with the examination of the Application commencing on 8 September 2020 and completing on 8 March 2021. The Examining Authority ("**ExA**") submitted a Report and Recommendation to the SoS on 8 June 2021 and in accordance with section 107 of the Act the SoS is under a duty to decide the Application by 8 September 2021.
- 1.3 On 13 July 2021 the SoS issued a request for updates and information from the Applicant in respect of the Application (the "**Information Request**") and this Statement provides the Applicant's response to that Information Request.

2. MITIGATION AND FINANCIAL CONTRIBUTION PROPOSALS FOR SPORTS GROUNDS, PLAYING PITCHES AND RECREATIONAL FACILITIES

2.1 Background

2.2 At Deadline 8 the Applicant submitted the Portsmouth City Council Development Consent Obligation (**REP8-042**) (the "**PCC Obligation**"), being a unilateral undertaking to be given by the Applicant to Portsmouth City Council pursuant to Section 106 of the Town and Country Planning Act 1990 to secure development consent obligations.

2.3 The PCC Obligation includes provision for the payment of a Sports and Recreation Contribution prior to the commencement of the construction of any part of the onshore cable route. The Sports and Recreation Contribution is the sum of £100,000 which is to be used by Portsmouth City Council for distribution to sports clubs who will be directly affected by the works as a result of the temporary loss of sports pitches whilst the works are undertaken.

2.4 The Applicant also submitted an explanatory note at Deadline 8 (**REP8-043**) which at paragraph 4.11 provided information in respect of the Sports and Recreation Contribution.

2.5 The SoS has requested further information regarding the calculations underpinning the proposed financial contribution of £100,000 to mitigate effects on the various sports grounds, playing pitches and recreational facilities in Portsmouth and what the proposed financial contribution was to cover. The Applicant's response should include:

2.5.1 Details explaining clearly how the proposed financial contribution of £100,000 has been calculated by the Applicant; and

2.5.2 Details of how the proposed financial contribution would sufficiently compensate for impacts on the affected facilities.

2.6 Which sports pitches the financial contribution relates to

2.7 The Applicant notes the comments in the Information Request that the SoS is unclear as to how the proposed financial contribution to Portsmouth City Council is to be applied to Farlington Playing Fields, Bransbury Park, Baffins Milton Rovers, Langstone Harbour Sports and the University of Portsmouth. In the first instance the Applicant clarifies that the Sports and Recreation Contribution is to be applied in relation to impacts at Farlington Playing Fields, Bransbury Park and Langstone Harbour Sports only.

2.8 The contribution is not relevant to the Baffins Milton Rovers football pitch, with it having been confirmed in the Onshore Outline Construction Environmental Management Plan ("**OOCEMP**") (**RE9-005**) that the works will be undertaken in this location during the summer (outside of the playing season)¹. As such, it is not anticipated there will be any impact on sports teams who use this recreational facility.

2.9 The contribution is also not relevant to the University of Portsmouth Playing Fields which are not publicly accessible. Measures described in the OOCEMP requiring the works through the University of Portsmouth land to keep as far to the eastern extent as practical to minimise impacts on sports facilities must be complied with², as must the commitment not to locate joint bays within sports pitches³. In addition, the Applicant will be required to pay compensation in respect of disturbance to the University of Portsmouth as the owner of those playing fields as a consequence of the works in this location and the acquisitions required to facilitate those.

2.10 How the financial contribution has been calculated

2.11 The Sports and Recreation Contribution and in particular the quantum of that contribution are as requested by Portsmouth City Council on 24 February 2021. The Applicant did not calculate the quantum of this contribution.

¹ See paragraph 6.8.3.1 of OOCEMP

² See paragraph 6.2.8.15 of OOCEMP

³ See paragraph 5.21.14.1 of OOCEMP

- 2.12 Following receipt of the request from Portsmouth City Council the Applicant requested confirmation of how this was compliant with the tests provided for at paragraph 4.1.8 of National Policy Statement EN-1, which must be satisfied in relation to a development consent obligation for the SoS to be able to take this into account for the purposes of its decision on an application.
- 2.13 In response to this request, Portsmouth City Council's appointed solicitor confirmed that Portsmouth City Council was satisfied the contribution satisfies the relevant tests, in:
- 2.13.1 Protecting playing pitches, community infrastructure capacity, community cohesion and health and well-being which are well established planning purposes, with solutions aimed at managing the impact of the Proposed Development clearly relevant to planning;
 - 2.13.2 Mitigating the temporary loss of playing pitch capacity during the period of the works through the administration of support for community sports clubs, teams and groups while infrastructure capacity is reduced, to enable the Council to deliver alternative programmes in the affected areas which is necessary to make the development acceptable in planning terms; and
 - 2.13.3 Representing a monetised quantification of residual impacts following Portsmouth City Council's review of the Framework Management Plan for Recreational Impacts (**AS-062**). Portsmouth City Council have sought to estimate and monetise a quantification of the likely residual impacts (87 weeks of pitch loss for the duration of the works), so as to ensure the contribution requested is directly related to and fairly and reasonably related in scale and kind to the proposed development.
- 2.14 Having received those clear confirmations the Applicant considered the request and determined that, based on its understanding of the likely residual impacts of the works which will result in the temporary loss of some playing pitch capacity and taking into account that Portsmouth City Council had calculated the quantum of the contribution by direct reference to those residual impacts, it was appropriate taking into account the policy provided at paragraph 4.1.8 of NPS EN-1 to include the Sports and Recreation Contribution in the PCC Obligation.
- 2.15 The Applicant recognises that it is not possible, given the nature and variability of the impact, to devise a formula to calculate the amount required to provide sufficient mitigation for community sports clubs, teams and groups. It is understood that Portsmouth City Council, as the entity with sufficient knowledge of the community sports clubs, teams and groups who utilise sports pitches in Portsmouth, therefore sought to quantify the amount of the contribution based on its reasonable understanding of what would be sufficient to provide support for those (for example administering the rescheduling and/or relocation of fixtures on areas with available capacity and by allowing for promotion of community sports clubs, teams and groups to recover any lost patronage following the works), in accordance with paragraph 4.1.8 of NPS EN-1.
- 2.16 **Details of how the proposed financial contribution would sufficiently mitigate for the impacts on the affected facilities**
- 2.17 The Applicant is aware of the comments of Portsmouth City Council made at Deadline 8 shortly following the request for and confirming the appropriateness of the amount of the contribution to mitigate the temporary loss of playing pitch capacity during the period of the works. In summary Portsmouth City Council sought to advance a position at Deadline 8 that because measures to realign affected pitches outside of the proposed Order limits were no longer to be secured in the PCC Obligation a higher contribution of £250,000 would therefore be recommended.
- 2.18 It is of relevance in this regard that the realignment of sports pitches was removed from the PCC Obligation only following Portsmouth City Council's own confirmation that it would not enter into a bilateral development consent obligation with the Applicant and that the Applicant should therefore submit a unilateral undertaking, and further that Portsmouth City

Council must be responsible for pitch realignments outside of the Order limits. Where a unilateral undertaking is used there can be no reciprocal obligations placed on the party the undertaking is given to, which would mean the approval of plans by Portsmouth City Council for the realignment and reinstatement works could not be compelled or subject to any appeal/dispute mechanism where not provided. Further, it was not acceptable to the Applicant to be reliant on Portsmouth City Council undertaking to perform the realignment works as this has the very real possibility, taking into account timing requirements for the works, to cause significant delay to the delivery of the Proposed Development.

- 2.19 To address the removal of those obligations whilst still appropriately securing pitch realignments and reinstatements in so far as those works are within the Order limits, the Applicant decided to move the realignment and reinstatement requirements into the OOCEMP (**RE9-005**). The submission of construction environmental management plans which are in accordance with the requirements of the OOCEMP and compliance with those once approved is required in accordance with requirement 15 of the draft DCO (**REP9-003**).
- 2.20 The only location where realignments to pitches for which Portsmouth City Council has ownership and responsibility outside of the Order limits were proposed was in respect of a single football pitch at Bransbury Park. In accordance with the findings of the Framework Management Plan for Recreational Impacts (**AS-062**) the playing pitch affected at Bransbury Park is anticipated to be affected in a worst case for up to 9 weeks (discussed further below).
- 2.21 Whilst that temporary loss is understood not to be specifically accounted for within the quantum of the contribution requested by Portsmouth City Council, as identified in the Applicant's responses to Portsmouth City Council's Deadline 8 submissions it is not anticipated that the temporary loss of the single affected football pitch at Bransbury Park (discussed further below) would justify any increase in the quantum of the contribution.
- 2.22 The Applicant therefore concludes the quantum of the Sports and Recreation Contribution at £100,000, as calculated by Portsmouth City Council taking into account the realignments proposed in the Framework Management Plan for Recreational Impacts, continues to be sufficient to serve the purpose for which it is to be used.
- 2.23 **Treatment of the financial contribution by the SoS**
- 2.24 Should the SoS be of the view that the Sports and Recreation Contribution does not satisfy the policy tests provided for at paragraph 4.1.8 of NPS EN-1 and in turn decide that he should not take it into account for the purposes of the decision on the Application, whilst not material to his decision, but for public record, the Applicant nonetheless confirms that should the DCO be made it will honour the obligation to pay the Sports and Recreation Contribution to Portsmouth City Council so that they may use this to provide support for sports clubs affected by the works as a result of the temporary loss of available sports pitches.
- 2.25 **Realignment of playing pitches**
- 2.26 The Information Request also seeks the provision by the Applicant of details of how the realignment of the playing pitches affected by the development will be compensated for, including:
- 2.26.1 A description of the compensatory strategies proposed, accompanied by an explanation of how they will effectively compensate for any effects of AQUIND Interconnector; and
- 2.26.2 An implementation timetable for when the compensation measures will be delivered.
- 2.27 It is noted that in the Information Request the term 'compensation' is used on several occasions. It is not clear whether this is intentional, however the term 'mitigation' is more commonly used in this context, and it is mitigation measures that have been proposed by

the Applicant. This response therefore explains the mitigation strategies and measures proposed and how those will effectively mitigate the effects of AQUIND Interconnector.

- 2.28 In providing this response, and noting the specific terminology used, the Applicant also understands that the SoS is not requesting information in relation to habitats impacts, where it has been established that impacts on protected species are to be avoided by virtue of the working restrictions to be applied to works adjacent to the Chichester and Langstone harbour SPA and at Solent Waders and Brent Goose Strategy ("**SWBGS**") sites, including in relation to the restoration of the SWBGS sites⁴. Should the Applicant's understanding not be correct it is requested the SoS requests any further information which he may require in this regard.
- 2.29 **Description of the mitigation strategies proposed and how they will effectively mitigate for the effects of AQUIND Interconnector**
- 2.30 The mitigation strategies which are to be secured in relation to the playing pitches, in addition to the above discussed financial contribution, comprise the timing of the works, the methods to be applied to the undertaking of the works in the affected locations and the reinstatement of the playing surfaces in a timely manner following the works being undertaken.
- 2.31 In accordance with section 5.12.4 of the OOCEMP (**RE9-005**) the following mitigation measures will be implemented:
- 2.31.1 The community groups, including the sports teams, who utilise the areas of recreational and open space which will be impacted by the construction of the Proposed Development will be informed of the nature, timing and duration of particular activities during construction.
 - 2.31.2 Where alternative routes or spaces are required to be utilised in and around areas of open and recreational space, directions will be clearly communicated at the appropriate place (i.e. in the vicinity of the affected location).
 - 2.31.3 Joint Bays will not be located within sports pitches (which is to avoid any potential need to re-excavate in the future in connection with the operation and maintenance of the Proposed Development).
 - 2.31.4 The construction programme will be reviewed by the appointed contractor(s) to identify where there are opportunities to reduce the effects on open spaces, including the playing pitches, for example by reducing construction programme though concurrent working on single or multiple spaces (including car parks) and avoiding key events.
 - 2.31.5 Areas required for longer term construction works, such as where installation is being undertaken using trenchless methods with associated compound areas, will be reviewed by the appointed contractor(s) to determine opportunities to reduce the areas to be affected.
- 2.32 Section 5.12.4 of the OOCEMP sets out the general mitigation principles to be applied so as to reduce, and thereby mitigate, the impacts on the playing pitches in so far as is reasonably practicable. To illustrate the ways in which those mitigation principles can be applied to minimise effects during and following construction the Applicant produced the Framework Management Plan for Recreational Impacts (**AS-062**). This document was updated by the Applicant during the Examination as the strategies to mitigate impacts were developed by it and to incorporate additional information to verify the assumptions made regarding realignment of sports pitches during the works and reinstatement of the surfaces following the works.
- 2.33 Included in the final version of the Framework Management Plan for Recreational Impacts at Appendix E is a report produced by PSD Agronomy in relation to the feasibility of the realignment and reinstatement proposals and how impacts on drainage (where this is present) can be managed. This report set out recommended reinstatement methods for

⁴ See paragraphs 6.2.1.1 – 6.2.1.10 of OOCEMP

pitches/playing areas at each affected location together with an informed professional view on the period before the playing surfaces will be playable following reinstatement and the maintenance measures required for the surfaces following reinstatement. In essence this report provided an analysis of the effectiveness of the Applicant's proposals and provided recommendations as appropriate to improve those so as to best mitigate the impacts on playing pitches. The recommendations made in this report by PSD Agronomy were incorporated into the methods of works required, as is outlined below.

- 2.34 For the purposes of further explaining the mitigation strategies proposed and their effectiveness, each of the affected locations containing playing pitches are discussed separately.
- 2.35 **Farlington Playing Fields**
- 2.36 The most complex area in terms of impacts and the mitigation strategies proposed to address those is Farlington Playing Fields. This area contains the highest number of affected playing pitches, due to the two works compounds required in connection with the horizontal directional drill beneath Langstone Harbour (required to avoid the potential for habitats impacts) and to install the onshore cables beneath the railway and the cabling works required between those two locations. In addition, Farlington Playing Fields is underlain by a network of drainage, the repair of which is required as part of the reinstatement works.
- 2.37 Given the duration and complexity of the works at Farlington Playing Fields, an outline method statement for those works is included at Appendix 8 of the OOCEMP (**RE9-005**). The Method Statement includes principles for protection of playing surfaces, drainage and their repair/reinstatement.
- 2.38 In accordance with paragraph 6.2.8.11 of OOCEMP, the appointed contractor(s) will be required to comply with the Farlington Fields Method Statement⁵ or otherwise propose alternative measures which provide equal or better protection/reinstatement in agreement with Portsmouth City Council. The ability for alternative measures of equal or better standard to be proposed was included to provide the opportunity for the appointed contractor to determine the most appropriate method of installation, whilst securing a level of mitigation which effectively and acceptably mitigates the impacts in so far as is reasonably practicable. In addition and for completeness it is also secured that there will be no excavation of any cricket squares within the Order limits, noting the inherent difficulties of reinstating these.
- 2.39 Before works may be undertaken at Farlington Playing Fields a Recreational Management Plan⁶ will need to be prepared which includes:
- 2.39.1 a phasing plan for the works;
 - 2.39.2 a specification for excavating and filling (to manage resettlement);
 - 2.39.3 confirmation of ground protection measures to be utilised;
 - 2.39.4 confirmation of how the realignment of sports pitches within the Order limits will be undertaken;
 - 2.39.5 the method of reinstatement for affected drainage and turfed areas; and
 - 2.39.6 estimated programming for the works and details of any other relevant technical specifications
- 2.40 This Recreational Management Plan will be included within the CEMP for works in this location as required by the OOCEMP to be submitted for approval by Portsmouth City Council in accordance with requirement 15 of the draft DCO.
- 2.41 Should the SoS be of the view that this is not adequately secured by requirement 15 by virtue of not being one of the plans / assessments expressly referred to at paragraph

⁵ See Appendix 8 of OOCEMP

⁶ See paragraph 6.2.8.12 of OOCEMP.

15(2)(c) of Schedule 2, a new paragraph (xiv) could be added which states "(xiv) recreational management plan".

- 2.42 With regards to the effectiveness of the measures which are secured by the OOCEMP and the requirements of the draft DCO, indicative information is provided within Appendix C to the Framework Management Plan for Recreational Impacts which illustrates how impacts on the sports pitches can be minimised during the playing seasons (with the timing of the works in this location over the summer months otherwise dictated by the winter working restrictions for the protection of Solent Waders and Brent Geese). The impacts where the works are undertaken consistent with that indicative information, are as follows:

2.42.1 Usage

2.42.2 As identified in the Local Impact Report submitted by Portsmouth City Council at Deadline 1 (**REP1-173**), Farlington Playing Fields hosts in a season on average 238 senior football matches and 39 cricket matches plus junior football on a regular basis a year⁷, and on an average Sunday morning during the football season this would host 10 or 11 football games on 9 senior in use football pitches (noting Football Pitch 10 is not in use – discussed further below).

2.42.3 Where there are 15 senior football matches per week per season, including 10 on a Sunday, this would equate to 450 senior football matches per season, with each season being 30 weeks in duration. This is a much higher figure than the 238 football matches stated, but is used in light of the Sunday morning figures provided and accounting for mid-week use so as to ensure a robust analysis.

2.42.4 Based on the above, each senior football pitch would reasonably be expected to support a single fixture on a Sunday, with one senior football pitch supporting two fixtures. Some matches would be played in the week, being a number which is below the number of senior football pitches available.

2.42.5 Impact

2.42.6 There would be no impact on football pitches 1, 2, 3, 5, 6, 7 and 9 (being 7 out of the 9 senior pitches located at Farlington Playing Fields – 70% of the available football pitches).

2.42.7 Football Pitches 4 and 8 would be affected for a period of up to 36 weeks during three playing seasons (6 weeks at the end of season 1, up to 18 weeks in season 2 (spread across the beginning and end of that season) and up to 12 weeks in season 3).

2.42.8 Football Pitch 10 (which is not currently in use and as was the position before the COVID-19 Pandemic) would be affected for a period of up to 30 weeks during two playing seasons (8 weeks in season 1 and up to 22 weeks in season 2 (spread across the beginning and end of that season)).

2.42.9 The 9x9 football pitch would be affected for a total of 16 weeks over two playing seasons (12 weeks in season 2 and 4 weeks in season 3), however this pitch can be relocated to within the boundaries of the existing unused Football Pitch 10 which would result in no disruption during the playing season.

2.42.10 Where Football Pitch 4 and 8 are not available for the durations stated at paragraph 2.42.7 the following number of Sunday fixtures would reasonably be expected to be affected:

- (A) In season 1 up to 12 fixtures would be affected;
- (B) In season 2 up to 36 fixtures would be affected; and
- (C) In season 3 up to 24 fixtures would be affected
- (D) In total, up to 72 fixtures would be affected.

⁷ See paragraph 3.12.4 of Portsmouth City Council Local Impact Report

- 2.42.11 It is relevant however that there is surplus capacity for the two fixtures per Sunday affected to be accommodated on the other available senior football pitches at Farlington Playing Fields. These could be accommodated by rescheduling start times by approximately two hours (with such administration able to be addressed by Portsmouth City Council utilising the Sports and Recreation Contribution).
 - 2.42.12 Cricket Pitches 1 and 2, providing 66% of the available cricket pitch capacity, would also not be impacted.
 - 2.42.13 Cricket Pitch 3 (which is currently not in use and as was the position before the COVID-19 Pandemic) would be affected for a total of 26 weeks over two playing seasons, being season 2 and season 3.
 - 2.42.14 As Cricket Pitches 1 and 2 are not affected and Cricket Pitch 3 is not in use it is not expected there would be any impact on the 39 cricket matches played on those during a single 20 week season.
- 2.43 Comprehensive measures are also proposed in relation to the treatment of drainage at the following stages of construction, so as to ensure the works progress in accordance with the programme and without giving rise to adverse drainage impacts:
- 2.43.1 pre-planning so as to avoid impacts in so far as is practicable;
 - 2.43.2 during construction to ensure any damage is rectified at the earliest practicable opportunity,
 - 2.43.3 reinstatement following the works being undertaken; and
 - 2.43.4 post reinstatement to confirm satisfactory completion of the reinstatement work undertaken.
- 2.44 The above described proposed mitigation strategies would be effective to ensure that the impact of works at Farlington Playing Fields are minimised in so far as is reasonably practicable. Whilst there would be residual adverse impacts on the use of football pitches at Farlington Playing Fields, it has been evidenced that these impacts can be minimised through measures which are secured through the OOCEMP (**RE9-005**) and through the utilisation of the Sports and Recreation Contribution by Portsmouth City Council.
- 2.45 **Baffins Milton Rovers Football Ground and Langstone Harbour Sports Ground**
- 2.46 Langstone Harbour Sports Ground comprises of two football pitches and a cricket pitch in between those. The entire area is recognised as a SWBGS site, and as such construction works are not to be undertaken between October to March (inclusive) in this location.
- 2.47 Football fixtures occur at this location between August to April and cricket fixtures between April and September.
- 2.48 With regard to the northern football pitch, which is predominantly used by Baffins Milton Rovers Football Club, it has been agreed between the Applicant and the Chairman of the football club that the works may take place during the closed season and the excavated trenches reinstated and the pitch resurfaced as part of the normal end of season works. As identified above, the timing of those works during the summer is clearly identified at paragraph 6.3.8.1 of the OOCEMP. By timing these works in this manner, which is in accordance with the ecological restrictions which otherwise apply, there will be no impact on Baffins Milton Rovers Football Club during the playing season.
- 2.49 With regard to the southern football pitch at Langstone Harbour Sports Ground the works to install the cables across the football pitch will take approximately 2 weeks and it is conservatively estimated that the pitch will be playable following reinstatement after 8 weeks (though it is also recognised this is more likely to be 2-3 weeks where thick cut big roll turf is used – which would mean there is no impact on the playing season). The works in this location will be programmed close to the end of the football season, being undertaken at the same time as the works at Baffin's Milton Rovers Football Club pitch.

- 2.50 With regard to the football pitch, where the pitch is playable 2-3 weeks following reinstatement there would be no impact during the playing season. Should the pitch only be playable in accordance with the more conservative 8 week estimate, 4 weeks at the beginning of the playing season may be impacted.
- 2.51 With regard to the cricket pitch at Langstone Harbour Sports Ground, there would be temporary loss of this pitch for a maximum period of up to 10 weeks, though again it is recognised the reinstatement period where thick cut big roll turf is used would reduce to 4-5 weeks during the playing season.
- 2.52 There are an average of 37 matches per 20 week season played at the Langstone Harbour cricket pitch⁸. Rounding to 40 matches per season, this equates to an average of 2 matches per week during the playing season. Where the pitch is not available for 10 weeks, up to 20 matches would be likely to be affected.
- 2.53 As identified above, there are 39 matches played on two cricket pitches over a 20 week season at Farlington Playing Fields. Again rounding to 40 this means an average of 1 match per pitch per week. Therefore, whilst some rescheduling would be required during the affected period, and which can be administered by Portsmouth City Council utilising the Sports and Recreation Contribution, it is feasible to accommodate the two matches played per week at Langstone Harbour Sports Ground on unaffected cricket pitches at Farlington Playing Fields.
- 2.54 Before any works are undertaken at Langstone Harbour Sports Ground which affect either the football pitch or the cricket pitch a recreational management plan must be produced to confirm the phasing, specification for excavating and filling, ground protection measures, the approach to reinstatement of the turfs following the works and estimated programming for the works and details of any other technical specifications⁹.
- 2.55 The reinstatement to be undertaken must be substantially in accordance with the 'Principles of Construction and Reinstatement Works' contained in the Farlington Fields Method Statement (excluding items relating to drainage with no drainage to be affected at this location). It is confirmed in those principles that "*[t]o facilitate the reinstatement of sports pitches, importing of turf will be based on the use of big roll, sports grade turf such as County Turf Sports Greenspace*". It is therefore likely, taking into account professional advice received from PSD Agronomy, that the periods of disruption will be closer to the reduced 4-5 week period.
- 2.56 As per the general mitigation measures outlined at paragraph , the teams utilising the cricket pitch will be contacted in advance of the works being undertaken to inform them of the nature, timing and duration of particular activities during construction, and Portsmouth City Council as the approving authority will be aware of this information. This then provides the information required and opportunity to minimise the impacts on those teams through rescheduling/relocating fixtures (for example to using an available pitch at Farlington Playing Fields).
- 2.57 Therefore the mitigation measures secured in relation to Langstone Harbour Sports Ground will be effective to minimise the impacts of the works in so far as is reasonably practicable. Taking those into account there will likely be 5 weeks (and in a worst case up to 10 weeks) disruption of the cricket season, which relocating matches to Farlington Playing Fields could also address, and the football pitches will not be affected during the playing season.
- 2.58 **Bransbury Park**
- 2.59 Bransbury Park contains three football pitches, with only one of those being partly within the Order limits for the Proposed Development. It is understood from the information contained in Portsmouth City Council's Local Impact Report that the three football pitches host approximately 54 games in a 30 week season¹⁰. This means there are 1.8 matches

⁸ See paragraph 4.2.2.4 of the Framework Management Plan for Recreational Impacts

⁹ See paragraph 6.2.8.13 of OOCEMP

¹⁰ See paragraph 3.5.1 of the Portsmouth City Council Local Impact Report

(rounded to 2) played per week, with three football pitches available to accommodate those.

- 2.60 Work which would affect the football pitch within the Order limits would be undertaken over a period of circa 1 week (with the whole cabling works through Bransbury Park taking 4 weeks). Where the reinstatement works are undertaken subsequent to the cabling works the period of disruption of this single pitch would be between 4 – 9 weeks in total. This period is shorter than the maximum 12 week period stated in the Framework Management Plan for Recreational Impacts (**AS-062**), which assumed all 4 weeks of works would be undertaken before any reinstatement.
- 2.61 Taking into account working constraints and restrictions in other locations the works in this location are indicatively programmed to be undertaken during the playing season. The Applicant has carefully considered whether a commitment could be made to undertake these works outside of the playing season, but this is not considered to be feasible when considering the need to deliver the whole of the Proposed Development in a timely manner and in accordance with the restrictions which are to apply.
- 2.62 Despite this, there is sufficient capacity to host the football matches played at Bransbury Park during the period of disruption on the other two available football pitches. As has been identified there is also surplus capacity at Farlington Playing Fields. Accordingly, whilst there will be some disruption for the period of the works and reinstatement, it is nonetheless expected football match fixtures can be accommodated on the available pitches.
- 2.63 In addition, whilst it was not possible to secure the obligations to require the realignment of the affected pitch within the PCC Obligation, noting Portsmouth City Council's stance that they would not enter into a bilateral development consent obligation and would require the works to be undertaken by themselves and therefore delivery being out of the control of the Applicant, the Applicant would remain willing to secure the realignment of the affected pitch to avoid all impacts on sports pitch provision at Bransbury Park. It is recognised however that as this is not secured and would be subject to co-operation by Portsmouth City Council which cannot be guaranteed, the SoS is not able to take this proposed mitigation measure into account, and in any event this would not appear to be necessary to mitigate the impacts on the sports teams which use the football pitch.
- 2.64 In the same manner as other affected areas which host sports pitches, before works are undertaken at Bransbury Park a recreational management plan must be produced to confirm the phasing, specification for excavating and filling, ground protection measures, the approach to reinstatement of the turfs following the works and estimated programming for the works and details of any other technical specifications¹¹. The reinstatement to be undertaken must also be substantially in accordance with the 'Principles of Construction and Reinstatement Works' contained in the Farlington Fields Method Statement (excluding items relating to drainage with no drainage to be affected at this location).
- 2.65 As such, the mitigation strategies which are proposed and secured would be effective to reduce the impacts to the playing surface of the single affected football pitch in so far as is reasonably practicable to a period of 4-9 weeks during the playing season, and it is expected any affected fixtures could be accommodated on other available football pitches.
- 2.66 Whilst it would be possible to avoid this impact through the realignment of the pitch, which has been shown to be feasible, it was not possible to agree this approach with Portsmouth City Council during the Examination of the Application as they were not amenable to entering into the necessary agreements with the Applicant and therefore this could not be secured. In any event however this would not appear to be necessary to mitigate the impacts on the sports teams which use the football pitches at Bransbury Park.

¹¹ See paragraph 6.2.8.13 of OOCEMP

2.67 **Zetland Fields**

2.68 Whilst not specifically referred to in the Information Request, for completeness the mitigation measures to be secured in relation to works proposed to be undertaken at Zetland Fields are also addressed.

2.69 As per the other affected areas which host sports pitches, before works are undertaken a recreational management plan must be produced and the reinstatement to be undertaken must be substantially in accordance with the 'Principles of Construction and Reinstatement Works' contained in the Farlington Fields Method Statement.

2.70 There is no formal team use of the single set of goal posts at Zetland Fields, and as outlined in the Framework management Plan for Recreational Impacts it has been agreed with Portsmouth City Council that the goal posts may be dismantled and reinstated in their original position following the works being undertaken. The total period of disruption (based on an 8 week reinstatement period) is 10 weeks.

2.71 **Summary of impacts on community sports pitches following the application of the mitigation strategies**

2.72 Taking into account the effectiveness of the mitigations proposed and to be secured, including as indicatively illustrated within the Framework Management Plan for Recreational Impacts (**AS-062**) in relation to Farlington Playing Fields, the anticipated likely impact on the provision of sports pitches in Portsmouth which are available for use by local community sports teams are:

2.72.1 Football Pitches 4 and 8 at Farlington playing Fields would be affected for a period of up to 36 weeks (each) during three playing seasons.

2.72.2 Unused Football Pitch 10 at Farlington Playing Fields would be affected for a period of up to 30 weeks during two playing seasons, but would host the relocated 9x9 football pitch to avoid any disruption to this. As Football Pitch 10 is unused no fixtures would be anticipated to be affected.

2.72.3 The 9x9 football pitch would be affected for a total of 16 weeks over two playing seasons, however this pitch can be relocated to within the boundaries of existing Football Pitch 10 which would result in no disruption to the playing season.

2.72.4 Where Football Pitch 4 and 8 are not available for the durations stated the following number of Sunday fixtures would reasonably be expected to be affected:

(A) In season 1 up to 12 fixtures would be affected;

(B) In season 2 up to 36 fixtures would be affected; and

(C) In season 3 up to 24 fixtures would be affected

(D) In total, up to 72 fixtures would be affected.

2.72.5 It is relevant however that there would be expected to be surplus capacity for the two fixtures per Sunday affected to be accommodated on the other available senior football pitches by rescheduling some start times by approximately two hours (with such administration able to be addressed by Portsmouth City Council utilising the Sports and Recreation Contribution).

2.72.6 Unused Cricket Pitch 3 at Farlington Playing Fields would be affected for a total of 26 weeks over two playing seasons. As this pitch is unused no fixtures would be anticipated to be affected.

2.72.7 Works to the Baffins Milton Rovers Football Club pitch and the southern football pitch at Langstone Harbour Sports Ground would be undertaken outside of the playing season, with the pitches likely to be playable following reinstatement before the start of the subsequent playing season.

2.72.8 Works to the cricket pitch at Langstone Harbour Sports Ground would result in a temporary loss of this pitch for a maximum period of up to 10 weeks, though it is

recognised the reinstatement period where thick cut big roll turf is used would reduce this to 4-5 weeks during the playing season.

- 2.72.9 There are an average of 37 matches per 20 week season played at the Langstone Harbour cricket pitch¹². Rounding to 40 matches per season, this equates to an average of 2 matches per week during the playing season. Where the pitch is not available for 10 weeks, up to 20 matches would be likely to be affected.
- 2.72.10 Whilst some rescheduling would be required during the affected period, and which can be administered by Portsmouth City Council utilising the Sports and Recreation Contribution, it is feasible to accommodate the two matches played per week on the unaffected cricket pitches at Farlington Playing Fields.
- 2.72.11 The single pitch at Bransbury Park within the Order limits would be affected for between 4 – 9 weeks in total. However, there is sufficient capacity to host the football matches played at Bransbury Park during the period of disruption on the other two available football pitches. As has been identified there is also likely surplus capacity at Farlington Playing Fields.
- 2.72.12 There is no formal sports provision at Zetland Fields that would be impacted.
- 2.73 The Sports and Recreation Contribution to be paid to Portsmouth City Council may be utilised to assist with the administration of fixture rescheduling and relocations during the periods where sports pitches are affected by the works.
- 2.74 Accordingly, it is considered by the Applicant that the mitigation measures and strategies proposed and to be secured are effective to mitigate the impacts in so far as is reasonably practicable, and that in light of these there is no need for any further planning mitigations or compensation to be provided.
- 2.75 University of Portsmouth Playing Fields**
- 2.76 The University of Portsmouth Playing Fields which are affected by the Proposed Development are those located in the eastern part of the Langstone Campus, being Sport England Pitch Grade Type 1 undrained. These comprise of 2 full size grass pitches and a grass 5 a-side football pitch, which are available for use by University teams and summer schools only with no access to the general public. The Order limits do not affect any of the sports pitches in the western part of the Langstone Campus (Langstone Sports Centre), where it is understood that there are 4 full size grass pitches, 2 full size AstroTurf pitches, 4 AstroTurf 5-a-side football pitches and 1 grass 5-a-side football pitch.
- 2.77 In relation to the works at the University of Portsmouth, the OOCEMP identifies that the Applicant will seek to agree a recreational management plan with the University before the works are undertaken, and it is secured that the appointed contractor must keep the works as far to the eastern extent as practical to minimise impacts on the sports pitches.
- 2.78 Where realignment of the southern rugby pitch can be undertaken with the agreement of the University and the temporary working area is able to be maintained in an eastern alignment, impacts to those pitches would be avoided.
- 2.79 Should it not be possible to maintain an eastern alignment due to environmental and engineering constraints, the three pitches (two rugby pitches and one 5-a-side football pitch) would be affected for up to 12 weeks, with the works anticipated to take 4 weeks and 8 weeks being assumed for reinstatement. Reinstatement could result in playing pitches being playable after 2-3 weeks where thick cut big roll turf is used, reducing the overall duration of impact to 6-7 weeks.
- 2.80 The Applicant was not able to commit to undertaking these works outside of the playing season when taking into account the winter working restriction that applies in this location and elsewhere and the need to deliver the whole of the Proposed Development expeditiously.

¹² See paragraph 4.2.2.4 of the Framework Management Plan for Recreational Impacts

- 2.81 With regard to compensation specifically, as identified above the Applicant will be required to pay compensation pursuant to the compulsory acquisition provisions of the Order in respect of disturbance to the University of Portsmouth as the owner of those playing fields as a consequence of the works in this location and the acquisitions required to facilitate those.
- 2.82 The same principle applies to Portsmouth City Council in respect of the other affected areas, including lost income through hiring out sports pitches, however as it is not anticipated that any compensatory disturbance payments would be utilised to mitigate impacts on affected receptors (the sports teams and the members of them) this is not otherwise discussed and is included here for completeness only.
- 2.83 **Implementation timetable for the mitigation strategies**
- 2.84 As is identified throughout the preceding explanation many of the locations which host sports pitches and where works are proposed to be undertaken are SWBGS sites, which are therefore subject to a restriction on any works during October – March (inclusive) in any year. This to a large degree dictates the working windows for these areas and by when reinstatements must be undertaken (though reinstatement for sports use requires a longer timescale than reinstatement to be suitable for use by over wintering birds).
- 2.85 Where commitments on timing have been able to be given by the Applicant, for instance in relation to the works at Baffins Milton Rovers Football Club pitch, these have been clearly secured. Unfortunately due to the various restrictions which otherwise apply, and in light of the need to deliver the Proposed Development and realise its significant benefits in a timely manner, it has not been possible for the Applicant to agree to all works on playing pitches being undertaken outside of the playing seasons.
- 2.86 Further programme information in relation to those works and the manner in which the impacts will be mitigated, including the timetable for reinstatement works, will be provided within the recreational management plans required in respect of works at all locations where there are sports pitches to be affected. Those recreational management plans will be included within the individual CEMP's for the works in those locations, and compliance with those will therefore be secured by the DCO.
- 2.87 **The Victorious Festival**
- 2.88 Within the Information Request the Applicant is also requested to provide further information in respect of how the impacts of the Proposed Development on the Victorious Festival will be mitigated or compensated for, having particular regard to indicative Phases 4 and 9 (two consecutive years), and to describe the impacts of the Proposed Development on the viability of the Victorious Festival, including the off-site camping hosted at Farlington Playing Fields.
- 2.89 **Mitigation of impacts on the Farlington Playing Fields Camp Site**
- 2.90 The Applicant through the construction methodology has sought to reduce/avoid impacts on the off-site camping and car parking associated with the Victorious Festival. This has included the production of an indicative construction phasing sequence which includes periods for Farlington Playing Fields to be cleared of all works for a two week period and for the work areas to be covered with temporary surfacing (being Phase 4 and Phase 9 where Farlington Playing Fields is shown cleared of all works¹³).
- 2.91 A two week clearance period was included for based on Portsmouth City Council advising the Applicant this was the period of time required for set up, use and demobilisation of Farlington Playing Fields in connection with the festival use. For the first time at Deadline 8 Portsmouth City Council claimed a longer 3 week period would be required from set-up to hand back. This was despite the information regarding the two week clearance periods being included in the Framework Management Plan for Recreational Impacts submitted by

¹³ As shown in Appendix C to the Framework Management Plan for Recreational Impacts

the Applicant at Deadline 1 (**REP1-144**) and comments being sought on this document and how the impacts could be managed throughout the Examination.

- 2.92 By clearing the works and incorporating periods where the cleared site will be covered with temporary surfacing the Applicant has sought to ensure the off-site camping and car parking associated with the Victorious Festival may continue to be located at Farlington Playing Fields. The area over which this temporary surfacing is located would be suitable for car parking and taxi / general drop-off and pick up areas, leaving the other parts of the playing fields available for camping.
- 2.93 **Feasibility of Phases 4 and 9**
- 2.94 The works contained in indicative Phases 3 and 8 are different types of works to those undertaken in Phases 5 and 10. Phases 3 and 8 comprise horizontal directional drilling works, whereas Phases 5 and 10 comprise cable trenching and joint bay construction, jointing and joint bay backfilling. There is therefore a practical and logical divide between the respective phases which provides the opportunity to demobilise all works and equipment associated with the horizontal directional drilling prior to Phases 4 and 9, and for the other works to then commence in Phases 5 and 10.
- 2.95 **Potential for reconfiguration of the camp site**
- 2.96 The layout of the off-site camping and car parking in 2019, including the areas used for taxi / general drop-off and pick up, are shown on the map of the Camp Site Plan for the Victorious Festival 2019 submitted by Portsmouth City Council at Deadline 1 (**REP1-176**). A copy of this map is included at **Annexure 1** to this Statement for ease of reference.
- 2.97 The area for car parking is shown located to the north of the playing fields nearest to the railway line, with the area for taxi / general drop-off and pick-up shown located to the south of the playing fields. The camping areas are in between the two. It is understood by the Applicant that there is a need to segregate the car parking and taxi / general pick-up and drop-off areas from the areas for camping, and to a degree this dictates the layout of the camp-site. It is however in the Applicant's view still feasible to accommodate some reconfiguration of the layout so that Farlington Playing Fields can continue to host the off-site camp site and car parking during the years when the works are undertaken.
- 2.98 The indicative temporary work area for Phase 3 is approximately 5.6 hectares and is located to the north-east of Farlington Playing Fields. This is the extent of the area that would be covered with temporary surfacing in indicative Phase 4. For ease of reference a drawing showing the indicative Phase 3 temporary working area is included at **Annexure 2** to this Statement.
- 2.99 The area used for car parking shown on the map of the 2019 camp site layout is approximately 3.2 hectares. The area shown as being used for taxi / general pick-up and drop-off is approximately 3 hectares. Combined those areas are 6.2 hectares, which is larger than but in the order of the 5.6 hectare indicative area over which temporary surfacing would be provided during indicative Phase 4.
- 2.100 Therefore it would be feasible for some reconfigurations to be undertaken to facilitate the use of the areas with temporary surfacing during indicative Phase 4 for car parking and taxi / general pick-up and drop off areas. This would allow for the continued use of the unaffected areas of Farlington Playing Fields to host camping.
- 2.101 The area of the Phase 8 works is approximately 4.9 hectares, being a smaller area than Phase 3 because there are no works anticipated to be required in works year 2 to install the onshore cables beneath the railway. This is the indicative extent of the area that would be covered with temporary surfacing during Phase 9. For ease of reference a drawing showing indicative Phase 8 is included at **Annexure 3** to this Statement.
- 2.102 Accordingly, again it would be feasible for some reconfiguration to be undertaken to facilitate the use of the areas with temporary surfacing during indicative Phase 9 for car parking and taxi / general pick-up and drop off areas, with the continued use of the unaffected areas of Farlington Playing Fields to host camping.

- 2.103 It is acknowledged by the Applicant that whilst there is a feasible reconfiguration there is likely to be some reduction in the areas which are available for camping. Nonetheless, and noting the camping area accommodates approximately 4,900 persons, it is still considered camping and car-parking could continue to be hosted at reasonable levels.
- 2.104 Unfortunately the Applicant was not able to discuss these matters with the festival promoter, having sought to engage with the festival promoter through Portsmouth City Council during the course of the Examination which proved ineffective. Whilst there is to date no agreement with the festival promoter on a reconfiguration, this further information provided by the Applicant shows how the impacts on the Victorious Festival could be mitigated through the incorporation of indicative Phases 4 and 9, following the request made by the SoS.
- 2.105 It is relevant in this regard that within the OOCEMP (**REP9-005**) at section 5.12.4 there is a commitment that the construction programme will be reviewed by contractors to identify opportunities to reduce effects on open space, including avoiding key events. The Victorious Festival is one such event. There is therefore a need for the Applicant, if a DCO made, to seek to avoid/reduce impacts on this event where practicable, and it has been indicatively shown what would be feasible. It also confirmed by the Applicant in previous submissions that it would look to work with the festival promoter to mitigate impacts on the off-site camping and car parking.
- 2.106 **Potential for further mitigation**
- 2.107 With regard to any potential further mitigation, the Applicant did explore with Portsmouth City Council whether there is any alternative land within Portsmouth which could be used for the off-site camping (noting that historically a different camp site location had been used at Portsdown Hill) but it was informed that Farlington Playing Fields is the only suitable location away from housing and near to good road infrastructure. As such, it was not possible to identify any other areas to accommodate the camp-site.
- 2.108 It is also important and relevant to note that the Applicant carefully considered the alternatives to routing the onshore cables beneath Langstone Harbour, through Farlington Playing Fields and beneath the railway line. The explanation of the consideration of alternative cable routes by the Applicant is contained in Chapter 2 of the Environmental Statement (**APP-117**) and the Supplementary Alternatives Chapter (**REP1-152**), which explains why when balancing all relevant considerations the Applicant has selected an optimal final option for the Proposed Development. In addition, it was explained at Compulsory Acquisition Hearing 2 that the alternative suggested by Portsmouth City Council of avoiding Farlington Playing Fields altogether by introducing a much longer horizontal directional drill which continued beneath and beyond Farlington Playing Fields was not feasible.
- 2.109 **Impact on the viability of the Victorious Festival**
- 2.110 With regard to the viability of the Victorious Festival where impacted by the Proposed Development, the Applicant was not provided with direct contact details for the promoter by Portsmouth City Council to enable discussion of the impacts with them despite requesting these. Portsmouth City Council did offer to speak with the festival organisers on behalf of the Applicant to determine what would be feasible in terms of continued use where the site was cleared for the two week period around the festival, but no feedback was provided to the Applicant.
- 2.111 The Applicant is not able to speculate on impacts to the viability of the festival where the off-site camp site and car parking is not available at Farlington Playing Fields or where the capacity of this is reduced following any reconfiguration which could be accommodated. It is understood however that the off-site camp site at Farlington Playing Fields hosts approximately 4900 persons (as identified on the map of the Camp Site Plan for the Victorious Festival 2019 submitted by Portsmouth City Council at Deadline 1 (**REP1-176**)). It is also understood from publicly available sources that the capacity of the Victorious Festival is 65,000 persons per day.

- 2.112 Assuming all persons camping hold a three day festival ticket this would equate to approximately 7% of the capacity for the Victorious Festival. Noting that the vast majority of persons attending the festival would therefore not be persons staying at the camp site, it would not be expected that the Victorious Festival would need to be cancelled where the off-site campsite at Farlington Playing Fields is not available due to impacts on its viability (or where the camp site hosts a reduced capacity following some reconfiguration in the years works are undertaken).
- 2.113 The Applicant would invite the Secretary of State to note that, despite the potential impacts on the Festival first being raised in discussions between Portsmouth City Council and the Applicant in 2018 and despite the Applicant's attempts to obtain information on these impacts, the impact has never been clearly articulated at any time.
- 2.114 In terms of compensation, the Applicant has on numerous occasions sought to obtain information from Portsmouth City Council regarding the rental income received from hosting the off-site camping and car parking so as to include for this in the compensation offer for the use of the land in connection with the Proposed Development. Despite having requested this information on numerous occasions, again this information has not been forthcoming.
- 2.115 Despite this it is confirmed that any lost rental income would be accounted for in the voluntary compensation offer where the information to substantiate an amount is provided, and it is also the case that the loss of any rental income could be recovered as a disturbance cost by Portsmouth City Council where such an amount is not accounted for in the voluntary compensation offer. In this regard the Applicant has confirmed to Portsmouth City Council that it would be amendable to not precluding such claims being made despite a voluntary agreement being entered into in relation to the use of the land in their ownership, subject to there being no double recovery.

3. FIBRE OPTIC SURPLUS CAPACITY

3.1 Within paragraph 6 of the Information Request the SoS requests that a revised draft DCO excluding those elements which relate to commercial telecommunications, including as this may affect the compulsory purchase provisions, is provided. This request is made without prejudice to any future decision of the SoS and noting that during the examination objections were raised to the inclusion in the development consent order of the telecommunications buildings, the parts of the optical regeneration station required to facilitate commercial telecommunications and the use of the surplus capacity in the fibre optic cables for commercial purposes.

3.2 Updates required to draft DCO

3.3 During discussion at ISH1 into the dDCO in relation to agenda item 4.3 (EV-010) the Applicant was requested to explain the changes that would be needed to the dDCO to remove the commercial telecommunications related elements from the DCO. The Applicant's response explaining the changes required is located at paragraph 2.9 of the Applicant's Post Hearing Notes for ISH1 (REP6-063).

3.4 In light of the Information Request the Applicant has look again at what would be required to confirm the position. It is confirmed that save to address other amendments that were made to the draft DCO during the remainder of the Examination, the changes previously advised as being required to exclude the commercial telecommunications associated development and the commercial telecommunications use remain those previously advised.

3.5 Accordingly, an alternative dDCO is submitted alongside this response to the Information Request (clean and track change versions). Set out below is a summary of the changes that have been made:

- 3.5.1 the words "*and for commercial telecommunications*" are removed from the definitions of "*onshore HVDC cables*" and "*marine HVDC cables*" as those terms are defined in Article 2 to the dDCO;
- 3.5.2 the defined term "*telecommunications building*" at Article 2 is deleted;
- 3.5.3 the definition of "undertaking" at Article 2 is amended to remove the words "*and the provision of telecommunications services*";
- 3.5.4 Article 7(5)(c) is deleted and consequent amendments are made to cross-references;
- 3.5.5 Work No.2 (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*" is removed from Schedule 1 to the dDCO and consequent amendments are made to cross-references;
- 3.5.6 the words "*and telecommunications building*" are deleted in both instances where those words appeared in the definition of "*converter station and telecommunications building parameter plans*" at paragraph 1 of Schedule 2 to the dDCO;
- 3.5.7 the words "*and telecommunications building*" are deleted from requirement 4, 5(2) and 5(3) at Schedule 2 to the dDCO;
- 3.5.8 the rows of Table WN2 at requirement 5 at Schedule 2 to the dDCO which relate to the telecommunications buildings, telecommunications building compound and the telecommunications buildings security perimeter fence are deleted;
- 3.5.9 at requirement 6(6) the words "*confirming how those details accord with the design principles for the optical regeneration stations*" are deleted and replaced with "*confirming how those details provide for optical regeneration stations of a scale which is necessary for the operation of the authorised development and*

how those details accord with the design principles for the optical regeneration stations”;

- 3.5.10 at requirement 6(12) the words “, *the telecommunications buildings*” are deleted in the three instances where this appears;
 - 3.5.11 Schedule 7 is amended to delete the words “*and Telecommunications Buildings*” in the three instances where this appears and the plan revision numbers are updated;
 - 3.5.12 at Schedule 14 the words “*and telecommunications building*” are deleted; and
 - 3.5.13 the words “*and for commercial telecommunications*” are removed from the definitions of “*marine HVDC cables*” at Part 1 of the Deemed Marine Licence at Schedule 15 to the dDCO.
- 3.6 In addition to the above, amended Converter Station Parameter Plans are submitted alongside this response which remove the area shown for the Telecommunications Buildings to ensure future clarity should a DCO be made excluding the commercial telecommunications related elements.
- 3.7 With regard to the compulsory acquisition provisions and why no changes are made to these, the Applicant's design, engineering and landscape advisors have specifically reconsidered the effect of removing the telecommunications buildings and whether this land should be removed from the Order limits. In this regard it is confirmed that the land should not be removed from the Order limits and the acquisition powers required in relation to this land do not change for the following reasons:
- 3.7.1 the area on which the telecommunications buildings are to be located is within an area identified for Work No.2 / Work No.3 on the Works Plans (**REP7-075**). This area will continue to be required to be used on a temporary basis for Work No.3 in connection with the construction of the Substation Connection Works, the Converter Station and the Onshore Cable Route;
 - 3.7.2 the area of land forms also part of the holistic drainage design scheme design required in connection with the Converter Station and the Access Road (part of Work No. 2), with the drainage scheme designed with two smaller attenuation ponds taking into account the works proposed, the topography of the land and a request during the pre-application stage by Mr P & G Carpenter for there to be two smaller attenuation ponds rather than a single larger attenuation pond;
 - 3.7.3 the area is also required to provide swales in connection with the drainage of the Access Road and landscaping along the Access Road in this location; and
 - 3.7.4 the land surrounding the telecommunications building compound is required for essential mitigation to address specific adverse landscape and visual effects and biodiversity requirements (both ecological mitigation and where appropriate enhancement) for the telecommunications building and the Converter Station. New woodland, scrub with trees, scrub and hedgerow planting all serve as essential mitigation both in terms of visual screening and landscape character. All landscaping provided therefore remains necessary in order to mitigate the impacts of the Converter Station.
- 3.8 In addition, the Applicant's engineering and landscaping advisors have confirmed the following minor amendments to the development would be required:
- 3.8.1 an access gate would need to be provided in the location where the spur to the telecommunications buildings from the Access Road is located to allow for access into the field for the purposes of undertaking maintenance of the landscape mitigations to be provided; and
 - 3.8.2 the area where the telecommunications buildings are to be located will be grassed following the removal of Work No.3 in this location, to provide a consistent landscaping treatment with the surrounding area.

- 3.9 There is not a need to amend the draft DCO to make specific reference to these very minor changes, with both of them being within the scope of Work No. 2 (aa), and would also be permissible in accordance with paragraph 2(b) of Schedule 1 to the draft DCO – *"In connection with Work Nos. 1 to 5 and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including but not limited to ... (b) bunds, embankments, swales, landscaping, fencing and boundary treatments"*.
- 3.10 The Applicant has also further considered whether any amendments would be needed to the compulsory purchase provisions in connection with the amendments to the optical regeneration stations, which as previously identified would be required on a smaller scale to house the facilities required for the fibre optic cables used for essential communication and control purposes only.
- 3.11 Article 20(1) of the DCO would authorise the undertaker to *"acquire compulsorily so much of the Order land within the permanent limits and described in the book of reference and shown on the land plans as is required for the construction, operation or maintenance of the authorised development or to facilitate it, or as is incidental to it"* (our emphasis).
- 3.12 The revisions to Requirement 6(6) at Schedule 2 to the draft DCO would require the Applicant to confirm how the design details *"provide for optical regeneration stations of a scale which is necessary for the operation of the authorised development"*, and where there are any changes to the footprint of the compound area within the parameter zone identified Article 20(1) would operate to ensure the undertaker may not acquire a larger area than that which is required for the optical regeneration stations where used for essential communication and control purposes only.
- 3.13 It will also continue to be necessary to provide a landscape treatment in relation to the optical regeneration stations where these are of a smaller scale.
- 3.14 Accordingly it is not necessary to amend the Land Plans, the Book of Reference or the compulsory purchase provisions in the draft DCO in relation to the exclusion of the commercial telecommunications related elements from the DCO and updated Land Plans, Works Plans and Book of Reference are therefore not submitted alongside the alternative draft DCO.
- 3.15 **Validity of the ES where the development required for commercial telecommunications use of the fibre optic cable is excluded from the DCO**
- 3.16 Submitted alongside this Statement is a document prepared by WSP as the persons who undertook the environmental impact assessment submitted in support of the Application. This confirms why the exclusion of the commercial telecommunications related elements would not alter the findings of the assessments reported in the environmental statement and that therefore the environmental statement remains valid.
- 3.17 **Lawfulness of the inclusion in the DCO of the development required for the commercial telecommunications use of the fibre optic cables**
- 3.18 The SoS is aware that submissions were made by the Applicant during the Examination in relation to the lawfulness of the inclusion of the development required for commercial telecommunications use of the fibre optic cables and that objections were made to this being included. The Applicant does not wish to supplement those submissions in any manner, as it would not be appropriate and nor is it necessary to do so, however to assist the Secretary of State with any future decision that may be taken in relation to this matter set out below is a summary of the key information submitted by the Applicant during the Examination:
- 3.18.1 At Deadline 1 the Applicant submitted the Statement in Relation to FOC (**REP1-127**) in response to ExA written question (**PD-011**) with reference DCO 1.5.2. In essence ExA written question DCO 1.5.2 sought information to explain what

development is required in connection with the commercial telecommunications use, why that development is associated development in accordance with section 115 of the Act and how this accords with relevant guidance.

- 3.18.2 Within the Statement in Relation to FOC the Applicant confirmed why the development required in connection with the commercial telecommunications use is associated development in accordance with section 115 of the Act, with Annex 1 to that document also demonstrating how:
- (A) the core principles contained at paragraph 5 of the *Guidance on associated development applications for major infrastructure projects (DCLG, April 2013)*; and
 - (B) the guidance within *The Planning Inspectorate's Advice Note 13: Preparation of a draft order granting development consent and explanatory memorandum, February 2019, Version 3* that associated development should be subordinate to the Proposed Development but necessary for the development to operate effectively to its design capacity,

are met in relation to the commercial telecommunications use of the fibre optic cables and the associated development required for that use to be carried on (being the telecommunications buildings and additional extent of the optical regeneration stations).

- 3.18.3 In addition, the Statement in Relation to FOC at section 3 to that document explained the content of the Section 35 Direction Request (**AS-040**) submitted by the Applicant which led to the issue of the Section 35 Direction by the SoS (**AS-039**) and how this referred to the development required in connection with the fibre optic cables as part of the Proposed Development, and that it was stated the Applicant intended to seek development consent to use the spare fibre optic cable capacity for the provision of commercial telecommunications services on the basis that this is associated development in accordance with section 115 of the Act.
- 3.18.4 Within the ExA's further written questions (**PD-031**) the ExA posed a further question with reference DCO 2.5.1. This question acknowledged that there are a number of opinions as to whether any associated works can be authorised by any DCO and also which works would constitute the development and which would be associated development, and sought views on whether the development which is described as associated development would actually be part of the Proposed Development for which development consent is required in accordance with the terms of the Section 35 Direction (**AS-039**).
- 3.18.5 Within the Applicant's response to this question (**RE7-038**) it was identified that it was open to the Secretary of State to lawfully determine that the signal enhancing and management equipment required along the land cable route in connection with the fibre optic cables, as described in the Applicant's request for the Section 35 Direction, is development requiring development consent on the basis that this *forms part of* the Proposed Development. As such, the telecommunications buildings and the optical regeneration stations are within the scope of the Section 35 Direction and development consent may therefore lawfully be granted in relation to them.
- 3.18.6 In addition, the Applicant again expressed that those buildings which are required solely in connection with the commercial use of the fibre optic cables (the telecommunications buildings) and those parts of others which are associated with the commercial use only (the parts of the optical regeneration stations not provided solely in connection with the operation of the interconnector) are associated development in accordance with section 115 of the Act.
- 3.18.7 Further, the Applicant's response explained that whilst it is the Section 35 Direction which confirms that any development associated with the Proposed

Development is to be treated as development for which development consent is required, it would be expected that the Secretary of State when making their decision on this matter would turn his mind to whether they are satisfied the telecommunications buildings and the additional extent of the optical Regeneration Stations are associated development in accordance with how that term is defined at section 115 of the Act, being the primary legislation which governs the scope of associated development, as well having regard to the *Guidance on associated development applications for major infrastructure projects (DCLG, April 2013)* before taking a decision on this matter having had regard to that guidance.

- 3.18.8 In addition, the ExA further written question with reference DCO 2.5.1 raised a query in relation to what the authorised use of development may be in accordance with section 157 of the Act, and in response to this and the question of what is associated development the Applicant identified that section 32 of the Act defines 'development' for the purposes of the Act as "... *the carrying out of building, engineering, mining or other operations in, on, over or under land, or the making of any material change in the use of any buildings or other land*". Therefore in accordance with this definition the use of new operational development is not development. As such, the question to be asked regarding what may constitute associated development for the purposes of the Application is whether the telecommunications building and the additional extent of the optical regeneration stations are associated development (being the building and engineering operations), and not whether the use of those and the fibre optic cables for commercial telecommunications purposes is associated development.
- 3.19 Noting the above, the Applicant remains firmly of the view that:
- 3.19.1 the telecommunications building and the additional extent of the optical regeneration stations are associated development in accordance with how that term is defined in section 115 of the Act;
- 3.19.2 the telecommunications building and the additional extent of the optical regeneration stations meet the core principles contained at paragraph 5 of the *Guidance on associated development applications for major infrastructure projects (DCLG, April 2013)* and accord with the guidance contained within *The Planning Inspectorate's Advice Note 13: Preparation of a draft order granting development consent and explanatory memorandum, February 2019, Version 3* that associated development should be subordinate to the Proposed Development but necessary for the development to operate effectively to its design capacity;
- 3.19.3 that it was lawful for the Secretary of State to confirm all of the development described as the Proposed Development in the Section 35 Direction Request is development for which development consent is required, forming part of a project in the field of energy; and
- 3.19.4 there is therefore no lawful impediment to the inclusion of the telecommunications buildings and the additional extent of the optical regeneration stations within the DCO and for that development and the surplus capacity in the fibre optic cables to be used for commercial telecommunications.
- 3.20 **Need for and benefits of the commercial telecommunications use**
- 3.21 The SoS will also be aware of the considerable need for and benefits of the commercial telecommunications use explained at Section 5 of the Needs and Benefits Addendum (**REP1-136**), which clearly identifies the importance of subsea fibre optic telecommunications cables, the continuing growth in demand for international bandwidth and how the proposals meet the UK Government's infrastructure policy in relation to telecoms.
- 3.22 In summary:

- 3.22.1 Additional fibre capacity will almost certainly be required between France and the UK over the next decade and beyond as a result of improvements in national telecoms infrastructure and increases in the volumes of data consumed and transmitted by individuals and organisations as we become increasingly reliant on data intensive technologies and services – the commercial telecommunications use of the Proposed Development would meet this future UK and global demand for fibre capacity.
- 3.22.2 Making the spare fibre capacity within the Proposed Development available will support the ambitious targets which the UK Government has set for rollout of gigabit fibre-to-the-premises broadband and 5G networks, all of which will rely to some extent on there being sufficient cross-Channel fibre capacity to transmit data between the UK and the rest of Europe – helping the UK to achieve its telecoms infrastructure policy and strategy.
- 3.22.3 Utilising the spare capacity within the Proposed Development will provide potential customers with a scalable, secure and cost-efficient and environmentally beneficial alternative to laying additional fibre cables to meet future capacity (which is costly, risky and disruptive) – providing considerable environmental and cost efficiency benefits.
- 3.23 Taking into account the considerable public interest benefits of utilising the spare fibre capacity for commercial telecommunications use outlined above and that the development required to facilitate this forms part of the Proposed Development and/or is associated development, it is hoped that any DCO which may be granted includes those elements of the development which relate to the proposed commercial telecommunications use.
- 3.24 **Advice of Simon Bird QC**
- 3.25 Included at **Annexure 4** to this Statement is a note of advice produced by Simon Bird QC in respect of matters relating to the fibre optic surplus capacity dated 23 July 2021.
- 3.26 This advice confirms that Mr Bird continues to be of the view that it would be lawful for the Secretary of State to make the Development Consent Order with the relevant elements which relate to commercial telecommunications included for the reasons which the Applicant has advanced.
- 3.27 The note of advice also confirms that Mr Bird is satisfied the amendments to exclude the relevant elements which relate to commercial telecommunications would be minor and inconsequential in terms of the assessments undertaken and that the powers of compulsory acquisition sought would be unaffected. Therefore, it would be open to the SoS to make the DCO in that form if, contrary to the Applicant's clear position, he decides to exclude the elements of the Proposed Development related to commercial telecommunications.

4. **MICRO-SITING OF THE CONVERTER STATION AT LOVEDEAN**

- 4.1 At paragraph 7 of the Information Request an update is requested on the discussions with National Grid Electricity Transmission Plc ("**NGET**") regarding the micro-siting of the converter station at Lovedean, and on whether an agreement has been reached on the location for the converter station.
- 4.2 Within the final Statement of Common Ground between the Applicant and NGET (**REP8-037**) it was identified that the Applicant and NGET had not yet agreed Heads of Terms in relation to the land rights required over Plot 1-27, which are required to provide for the micro-siting of the Converter Station at Option B(ii) as identified on Sheet 1 of the Converter Station and Telecommunications Buildings Parameter Plans (**REP7-009**).
- 4.3 The Applicant can update that the Heads of Terms for an option for the Applicant to acquire the land rights over Plot 1-27 required to facilitate the location of the Converter Station within Option B (ii) were agreed between NGET and the Applicant on 4 March 2021, very shortly before the close of the Examination.
- 4.4 Since then the Applicant and NGET respective property solicitors have been producing and negotiating the legal agreements which are required to be entered into to give effect to the agreed Heads of Terms. At this time those documents remain in negotiation.
- 4.5 There are not matters in dispute which it would be expected would prevent the agreements being entered into, but as responsible business owners both parties do need to be satisfied with the terms of the agreements and negotiations are continuing.
- 4.6 The SoS will appreciate that it is not possible for the Applicant to provide a definitive response on when the required agreements may be in an agreed form acceptable to each of the parties. It is hoped that the agreements will be agreed and completed soon, and where possible before 8 September 2021, though it cannot be confirmed that this will be the case. This is particularly the case when taking into account that we are now in the holiday season, which would be expected to affect the speed of negotiations in the normal course at this time of year.
- 4.7 Taking into account that legal agreements required to secure the option for the Applicant to acquire Plot 1-27 are not at this time agreed and completed, despite the Heads of Terms for this having been agreed between the parties the Applicant is not in a position to commit to proceeding with option B(ii) and therefore cannot agree to the removal of option B(i) from the DCO.
- 4.8 In this regard the Applicant would highlight that it has undertaken considerable work to identify and secure the mitigations for the impacts of both options on the basis that both are applied for, in particular from a visual impact perspective through the evolution of comprehensive landscape mitigation proposals, and that either of the two option provides for an acceptable scheme.

5. **PROTECTIVE PROVISIONS**

5.1 At paragraph 8 of the Information Request the SoS requests details of any further progress or agreements reached in relation to protective provisions since the close of the examination.

5.2 The last summary of the position in respect of protective provisions submitted during the Examination and which provides the most suitable position from which to update is that provided in the Applicant's Written Summary of Oral Submissions at ISH4 (**AS-065**) in respect of agenda item 16.2.

5.3 Below an update is provided in respect of each of the entities contained in that summary:

5.4 **ESP Utilities Group Ltd**

5.4.1 As explained within the previous submissions the Applicant experienced difficulties obtaining meaningful engagement with ESP Utilities Group Ltd. No further meaningful progress has been made with them since the close of the Examination.

5.4.2 As outlined previously, the Applicant is content the protective provisions for the benefit of electricity, gas, water and sewerage undertakers, located at Part 1 of schedule 13 to the draft DCO (**REP9-003**), provide adequate protections for ESP Utilities Group apparatus where this may be affected by the Proposed Development.

5.5 **GTC Infrastructure Ltd – Gas and Electricity ('GTC')**

5.5.1 The Applicant and GTC entered into a private agreement in relation to the application of the protective provisions on 22 March 2021. Matters are therefore settled between the parties.

5.6 **NGET**

5.6.1 The Applicant and NGET entered into a private agreement in relation to the application of the protective provisions on 1 March 2021 and a form of protective provisions acceptable to NGET were included in the final draft of DCO submitted (**REP9-003**). Subsequent to agreement on protective provisions matters NGETs appointed solicitor withdrew NGET holding objection in relation to the Application (**REP8-110**).

5.7 **Southern Water Services Ltd – Sewers ('SWS')**

5.7.1 As previously explained the Applicant had continually been seeking engagement with southern Water on the protective provisions since September 2020 and continued to do so following the further submission of SWS at Deadline 6, which was not cognisant of the previous submissions made. It was not possible to obtain meaningful engagement from Southern Water on the protective provisions to be included in the draft DCO.

5.7.2 The Applicant has continued to seek to engage with SWS, most recently on 19 July 2021. The Applicant is yet to receive any response from SWS following this most recent engagement by the Applicant.

5.7.3 The Applicant remains content the protective provisions for the benefit of water and sewerage undertakers apparatus (included at Part 1 of Schedule 13 to the DCO (**REP9-003**)) provide adequate protections for SWS apparatus where this may be affected by the Proposed Development.

5.8 **Indigo Pipelines**

5.8.1 Since the issue of a draft form private agreement and a costs undertaking to the solicitors acting on behalf of Indigo Pipelines the Applicant's solicitor has sought a response/update in relation to this on several occasions, including on 28 June 2021 and most recently on 13 July 2021. The Applicant received a response on

behalf of Indigo Pipelines on the afternoon of 22 July 2021 and is considering this at this time

- 5.8.2 The Applicant will continue to seek to work with Indigo Pipelines to address comments they have on the protective provisions included in the draft DCO by way of a private agreement.
- 5.8.3 In any event protective provisions for the protection of Electricity, Gas, Water and Sewerage Undertakers are included at Part 1 of Schedule 13 to the dDCO (**REP9-003**), which are in a standard form common across many made DCOs and provide adequate protections for Indigo Pipelines apparatus where this may be affected by the Proposed Development.

5.9 **Network Rail Infrastructure Limited**

- 5.9.1 The Applicant and Network Rail infrastructure Limited entered into a private agreement in relation to the application of the protective provisions on 1 March 2021 and subsequent to this an agreed form of protective provisions for the benefit of Network Rail were included at Part 4 of Schedule 13 to the draft DCO (**REP9-003**) and Network Rail's holding objection to the Application was withdrawn (**AS-078**).

5.10 **Portsmouth Water Limited**

- 5.10.1 The Applicant has continued to discuss matters with Portsmouth Water and to progress a private agreement in relation to the application of the protective provisions. The private agreement is now very close to being agreed, with final confirmations required to finalise the agreement being provided by Portsmouth Water on 19 July 2021. Once that agreement has been entered into it is expected Portsmouth Water will write to the SoS to formally withdraw their holding objection to the Application.

5.11 **SSE PLC (High Voltage) and SSE PLC (Low Voltage)**

- 5.11.1 Since the issue of a draft form private agreement and a costs undertaking to the solicitors acting on behalf of SSE the Applicant's solicitor has sought a response/update in relation to this on several occasions, including on 28 June 2021 and most recently on 13 July 2021. The Applicant understands a response may be received shortly on behalf of SSE, but to date this has not been forthcoming.
- 5.11.2 Where a response is received the Applicant will continue to seek to work with SSE to address any comments they may have on the protective provisions included in the draft DCO by way of a private agreement.
- 5.11.3 In any event protective provisions for the protection of Electricity, Gas, Water and Sewerage Undertakers are included at Part 1 of Schedule 13 to the dDCO (**REP9-003**), which are in a standard form common across many made DCOs and provide adequate protections for SSE apparatus where this is to be affected by the Proposed Development.

5.12 **CityFibre Holdings Ltd**

- 5.12.1 The Applicant has continued to seek to engage with CityFibre Holdings Ltd in respect of the protective provisions, including most recently on 19 July 2021, but to date it has not been possible to obtain meaningful engagement with CityFibre Holdings Ltd.
- 5.12.2 The Applicant remains content the protective provisions for the benefit of operators of electronic communications networks (included at Part 2 of Schedule 13 to the DCO (**REP9-003**)) provide adequate protections for CityFibre Holdings Ltd apparatus within the Order limits.

5.13 **Openreach Ltd**

- 5.13.1 The Applicant has continued to seek to engage with Openreach in respect of the protective provisions, including most recently on 19 July 2021, but to date it has not been possible to obtain meaningful engagement with Openreach.
- 5.13.2 The Applicant remains content the protective provisions for the benefit of operators of electronic communications networks (included at Part 2 of Schedule 13 to the DCO (**REP9-003**)) provide adequate protections for Openreach apparatus within the Order limits.

5.14 **Virgin Media Ltd**

- 5.14.1 The Applicant has continued to seek to engage with Virgin Media in respect of the protective provisions, including most recently on 28 June 2021, but to date it has not been possible to obtain meaningful engagement with Virgin media on the protective provisions.
- 5.14.2 The Applicant remains content the protective provisions for the benefit of operators of electronic communications networks (included at Part 2 of Schedule 13 to the DCO (**REP9-003**)) provide adequate protections for Virgin media's apparatus within the Order limits.

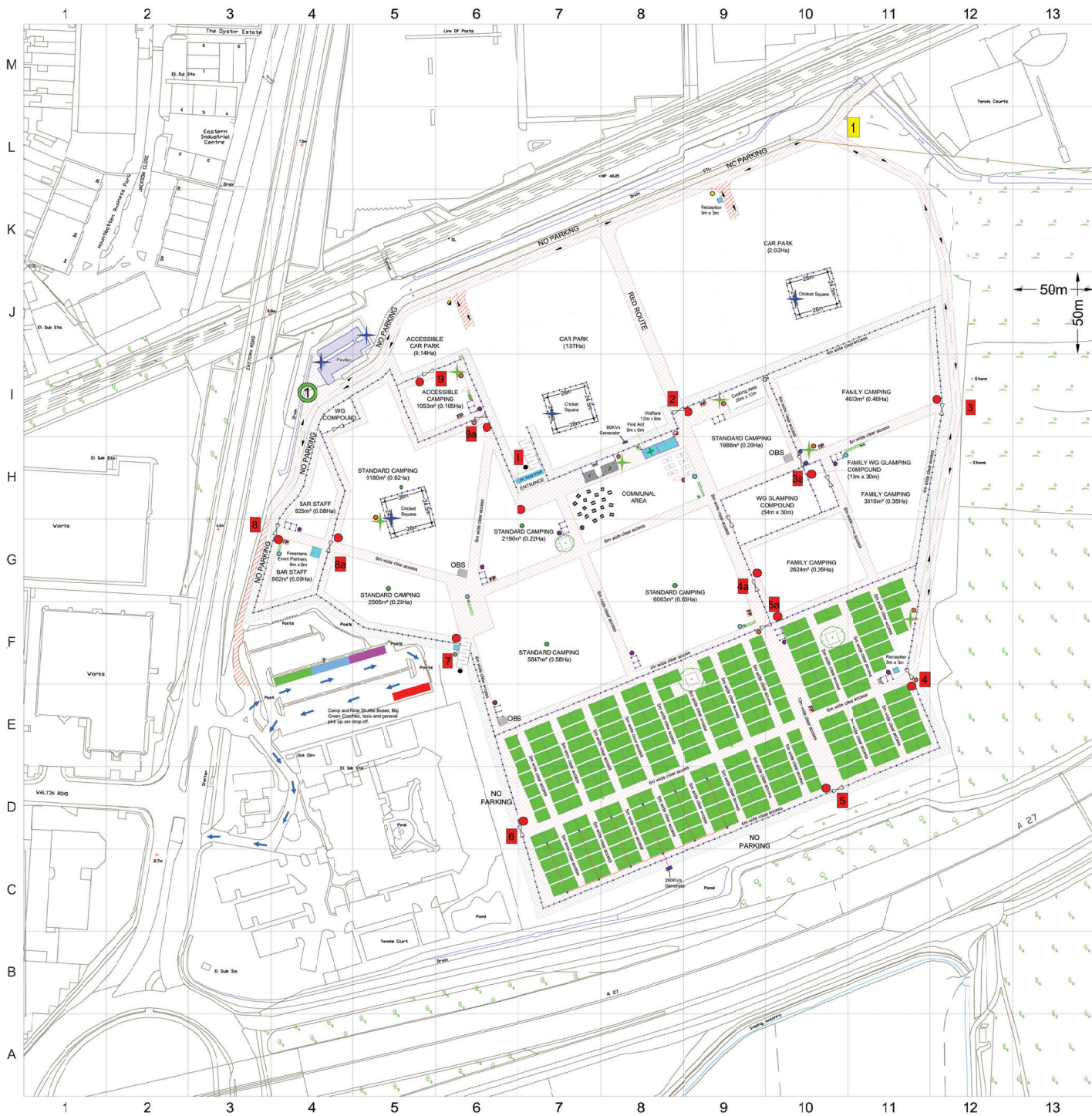
5.15 **Vodafone Ltd**

- 5.15.1 The Applicant has continued discussions with Vodafone Ltd, with the Applicant's solicitor and Vodafone's solicitor continuing to work on the terms for a private agreement in relation to the protective provisions. The most recent correspondence received from Vodafone's solicitors was on 16 July 2021, following correspondence from the Applicant's solicitors on 6 May 2021, 14 June 2021 and 13 July 2021.
- 5.15.2 The Applicant is considering the most recent exchange at this time, and remains committed to entering into an agreement with Vodafone in relation to the protective provisions so as to agree processes which are an improvement on the position provided for by the protective provisions for the benefit of operators of electronic communications networks.

5.16 **Highways England**

- 5.16.1 As explained previously the Applicant and Highways England have agreed the form of protective provisions to be included in the Order and at Deadline 8 this was confirmed in the representations of Highways England and their holding objection withdrawn (**AS-079**).

Annexure 1
Map of Victorious Festival Camp Site 2019



KEY:

- 1** RVP
- 1** Muster Point
- 5m wide No Parking zone
- Cricket pitch nonwalking across pitch
- Production Office & Campsite Control
- Seating
- Tables
- Accessible showers
- Showers
- Caterers:
 - Woodbuns Breakfast & Pizza (7.5m x 6m)
 - Market Festival Shop (10m x 6m)

FLAGS KEY

- Standard Camping flags (5no.)
- Rubbish Drop Off flags (10no.)
- Cooking Zone flag (1no.)
- First Aid and Welfare flag (1no.)
- Toilets flag (5no.)
- Family Camping flag (2no.)
- Accessible Camping flag (1no.)
- Camp anc Ride flag (1no.)
- Campervan area flag (2no.)
- Showers flag (1no.)
- Car Park flag (1no.)
- Accessible Parking flag (1no.)
- Entrance/Exit flags (2no.)
- Drinking Water Trough flags (6no.)
- Emergency Exit flags (14no.)
- FF Fire Point and flags (7no.)
- T Tower lights
- Toilets
- Showers
- 250 Gallon waste water tank (cube IBC)
- Elsan tipping point and 2 x 250 gallon water tank (low level) and flag (1no.)
- Pedestrian barrier
- Heras fencing
- OBS Observation points/fire tower
- 3.5 m, 7m and 9m wide pedestrian and emergency vehicle routes
- Bin Stores
- Permanent water supply
- Drinking water trough
- Washing up point end waste tank
- Emergency Exits
- axi/ general pick up and drop off
- Big Green Coach pick up and drop off/ parking
- Camp and Ride shuttle service pick up and drop off
- Additional spaces for bus turning circle
- Route for camp and Ride Shuttle Buses, Big Green Coaches, taxis and general pick up and drop off
- Route for pre-booked Camping car parking.

CAMPERVAN CAMPING
 2.60 hectares (5.68 acres)
 265no. 7m x 9m spaces x 3 occupancy per pitch = 795 people

STANDARD CAMPING
 2.48 hectares (5.73 acres) x 476 tents per hectare (as advised by Purple Guide) x 2.4 occupancy per tent (as advised by Purple Guide) = 2835 people.

FAMILY CAMPING
 1.07 hectares (2.64 acres) x 238 tents per hectare (as advised by Purple Guide) x 4 occupancy per tent (as advised by Purple Guide) = 1018 people.

ACCESSIBLE / DISABLED CAMPING
 0.105 hectares (0.26 acres) x 238 tents per hectare x 4 occupancy per tent = 100 people.

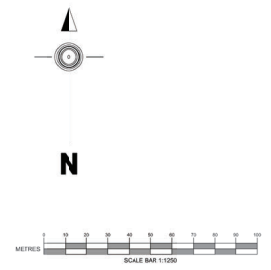
BAR STAFF CAMPING
 0.11 hectares (0.42 acres) x 476 tents per hectare x 2.4 occupancy per tent = 194 people.

TOTAL = 4942 people

GENERAL PARKING
 2.95 hectares (7.29 acres) x 422 spaces per hectare = 1245 spaces

ACCESSIBLE / DISABLED PARKING
 0.14 hectares (0.47 acres) x 370 spaces per hectare = 52 spaces

Fence Count
 Heras 630
 Ped 140



CLIENT
VICTORIOUS FESTIVAL

PROJECT
**VICTORIOUS FESTIVAL 2019
 FARLINGTON FIELDS CAMP SITE
 PORTSMOUTH**

DRAWING TITLE
CAMP SITE PLAN

DATE
25/07/20'9

SCALE
1:1250 @ A1

DRAWING No.
19/04/11'

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Annexure 2
Indicative Phase 3 Temporary Working Area



- Order Limits
- Indicative Temporary Works Area
- HDD route
- Football pitches
- Cricket squares

PHASE 3

Annexure 3
Indicative Phase 8 Temporary Working Area



- Order Limits
- Indicative Temporary Works Area
- HDD route
- Football pitches
- Cricket squares

PHASE 8

Annexure 4
Note of Advice of Simon Bird QC

AQUIND INTERCONNECTOR
SECRETARY OF STATE'S REQUEST FOR FURTHER INFORMATION 13 JULY
2021
FIBRE OPTIC CABLE SURPLUS CAPACITY

A D V I C E

1. The Secretary of State's request for further information dated 13 July 2021 includes the following request:

*"The Secretary of State notes that during the examination objections were raised as to the inclusion in the development consent order of the telecommunications buildings, the commercial use of the surplus capacity in the fibre optic cable and part of the optical regeneration station for commercial telecommunications. Without prejudice to the Secretary of State's decision on the proposed development, **the Applicant** is asked to provide a revised draft Development Consent Order excluding those elements which relate to commercial telecommunications, including as they may affect the compulsory purchase provisions".*

2. From a legal perspective all the issues surrounding the inclusion of the relevant elements of the Project were fully addressed by the Applicant at the hearing and its responses are helpfully signposted in the Applicant's Further Information section 3. I continue to be of the view that it would be lawful for the Secretary of State to make the Development Consent Order with the

relevant elements which relate to commercial telecommunications included for the reasons which the Applicant has advanced.

3. However, were the Secretary of State to take a different view, the Applicant has prepared a revised Development Consent Order. I have reviewed that draft Order and in particular the consequential amendments which would be needed to it to reflect the exclusion of the telecommunications buildings, the commercial use of the surplus capacity in the fibre optic cable and part of the optical regeneration stations for commercial telecommunications. I have also considered whether the Proposed Development as it might be amended has the potential to have any different significant effects to those which have been environmentally assessed.

4. I am satisfied that the amendments would be minor and inconsequential in terms of the assessments undertaken and that the powers of compulsory acquisition sought would be unaffected. Therefore, it would be open to the Secretary of State to make the Development Consent Order in that form if, contrary to the Applicant's clear position, he decides to exclude the elements of the Proposed Development related to commercial telecommunications.



SIMON BIRD QC
23 July 2021

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AQUIND INTERCONNECTOR
SECRETARY OF STATE'S REQUEST
FOR FURTHER INFORMATION 13
JULY 2021

FIBRE OPTIC CABLE SURPLUS
CAPACITY

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