

A303 Amesbury to Berwick Down

TR010025

Deadline 6

**8.37.1 - Responses to the ExA's Written Questions
- Agriculture (Ag.2)**

APFP Regulation 5(2)(q)

Planning Act 2008

The Infrastructure Planning (Examination Procedure) Rules 2010

July 2019



Infrastructure Planning

Planning Act 2008

The Infrastructure Planning (Examination Procedure)

Rules 2010

A303 Amesbury to Berwick Down

Development Consent Order 20[**]

Responses to the ExA's Written Questions

- Agriculture (Ag.2)

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1 Agriculture (Ag.2)

Question Ag.2.1

Groundwater abstractions/ private water supplies

- i. Please provide a response to the representation made by Fowler Fortescue on behalf of the Turner family in respect of the abstraction licence and the locations of the wells and boreholes [REP4-057].
- ii. What implications does the new licence to abstract water have in respect of the development and assessments carried out?
- iii. What, if any additional monitoring or mitigation would be required?

Highways England response

- i. **Please provide a response to the representation made by Fowler Fortescue on behalf of the Turner family in respect of the abstraction licence and the locations of the wells and boreholes [REP4-057].**
 1. The Representation [REP4-057] relates to the absence in the Environmental Statement of a fifth borehole on the Turner licence (reference Borehole E). At the time of writing the ES, the Licence for all the boreholes had expired but the impact on four boreholes was assessed. In the Environmental Statement [APP-049] paragraph 11.6.56 it is made clear that a licence was being re-applied for and also that licence details can change. Paragraph 11.6.56 states:
 2. “Through the water features survey undertaken in 2018 (the results of which are provided in the GRA in Appendix 11.4) an additional expired licence has been identified at Manor Farm in Winterbourne Stoke. This licence, which covers four boreholes for agricultural (general and domestic) purposes, lapsed in March 2017 and was reapplied for in February 2018. It was included in the water features survey in case it was re-licensed, which The Applicant understands has now occurred.”
 3. The expired licence has now been re-issued by the Environment Agency and covers five wells
- ii. **What implications does the new licence to abstract water have in respect of the development and assessments carried out?**
 4. None of the licensed points (including E which is approximately 200m south west of Point D and further away from the Scheme than the other boreholes) are predicted to be impacted by the Scheme.
 5. Four of the licensed points (A-D) were included in Table 3.3 of 6.3 Environmental Statement Appendix 11.4 - Groundwater Risk Assessment [APP-282]. In the ES they are referred to as Wells 1 to 4 and in the updated licence referred to as A to D.

6. Figure 11.4 of the Water Chapter of the ES [APP-049] shows the borehole locations. An updated version of Figure 11.4 is attached at Appendix A to the response provided at Deadline 5 [REP5-003] and includes the fifth borehole and an amended key (no longer pending).
7. The fifth abstraction point does not alter the findings of the Qualitative Risk Assessment (Annex E [APP-282]) and, irrespective of the detail of boreholes, the Environmental Statement assesses impacts on the aquifer as a whole, and there are no significant impacts (upon either the water levels, flow or quality) on the aquifer from which the boreholes draw water, or on these individual abstractions.

iii. What, if any additional monitoring or mitigation would be required?

8. As no likely significant adverse effects are identified for the water environment no monitoring is proposed. There were however discussions with the Turners during a visit to their boreholes by HE on 30th May 2019, with a view to carrying out the monitoring requested by borehole users (this monitoring is not required, but Highways England has agreed to undertake this where practicable).
9. As noted in Item 18.2.47 of “Comments on any further information requested by the ExA and received at Deadline 4” [REP5-003], Highways England, as the Scheme promoter, is responsible for ensuring that groundwater resources, including the supply and quality of groundwater, are protected during the construction and operation of the Scheme. Potential impacts on water supplies will be mitigated through the implementation of measures included within the Outline Environmental Management Plan (OEMP) [REP4-020] (at references PW-WAT1 and WAT2, and MW-WAT1, WAT2, WAT3, WAT4, WAT5, WAT6, WAT7, WAT9, WAT10, WAT14, and WAT15), which is secured through paragraph 4 of Schedule 2 to the draft Development Consent Order [REP4-018].

Question Ag.2.2

Private water supplies

- i. Please explain why the term “*at the contractor’s option*” has been included in MW-COM6 of the Outline Environmental Management Plan (OEMP) [REP4-020].
- ii. Please set out what this is intended to mean and the practical implications of this both for the contractor and the farmers/ landowners.
- iii. Could this wording be removed or amended to provide clarity in respect of the responsibilities for the provision of alternative water supplies?

Highways England response

1. The wording 'at the contractor's option' refers to the form and type of the alternative water supply provision, not whether or not it is provided.
2. It is the contractor’s responsibility to ensure that private water supplies are maintained during the construction phase. The key principle protecting the landowner is that they are kept whole and the alternative supply is provided. Beyond that, whether that keeping whole takes the form of the contractor providing an alternative water supply, procuring the supply of an alternative water supply by someone else or meeting the reasonable cost of the landowner making their own arrangements to put an alternative supply ought to be the decision of the contractor, to enable them to select the option that provides best value for money, given that their costs will ultimately be borne by the public purse. In making this commitment, Highways England is already going further than the usual base obligation of entitlement to compensation for loss. Highways England therefore considers that allowing the contractor to have the option of the form and type of the provision, (including how it is procured and its costs) is appropriate for a scheme of this nature.
3. It is intended to emphasise the contractor’s responsibility to maintain private water supplies – if requested by the landowner - should they be adversely affected. The practical implications for both the contractor and landowners are considered to be minimal; an assessment of the Scheme’s impact on groundwater resources [APP-282] identified that negligible changes to groundwater levels and water quality are predicted at private water supplies, and therefore these supplies are unlikely to be adversely affected by the Scheme. In the unlikely event that this does occur, the provisions within item MW-COM6 of the OEMP [REP4-020] allow for the continuity of water supply, whether via the contractor directly, a third party supplier or the contractor giving the landowner the funds to put arrangements in place themselves.
4. Highways England does not consider that the wording needs to be amended as it states in MW-COM6 that the contractor is responsible for the provision of alternative water supplies:

'the main works contractor shall, if requested by the farmer or landowner to do so, provide or procure or meet the reasonable cost of the provision of an alternative supply of water'.

5. In the event that any losses were to occur and be suffered by a landowner as a result of a failure on the part of the main works contractor to ensure continuity of water supply, and such losses were directly attributable to the Scheme, then the landowner so affected would be entitled to claim compensation for the losses so arising.

Question Ag.2.3

Private water supplies

- i. Please provide a detailed response to the request by the National Farmers Union (paragraphs 3.2.2 and 3.2.3) that additional details be provided in the OEMP in respect of private water supplies [REP4-052].
- ii. Please outline any additions to the OEMP [REP4-020] you consider to be necessary and/ or provide reasons why you consider this to be unnecessary?

Highways England response

1. The Applicant considers that the request by the National Farmers Union is not justified, as the detailed groundwater modelling indicates that there will be negligible impact on groundwater levels as a result of the Scheme.
2. As set out in the Applicant's Deadline 4 submission - 8.30.4 Written Summaries of oral submissions at Issue Specific Hearings - Flood Risk [REP4-032], the Applicant takes the protection of farms and businesses very seriously. Matters relating to abstraction within the vicinity of the Scheme are assessed within the ES in the appendices, encompassing abstractions as far away as the Hosier's abstractions 2-3 kilometres away. The result of this assessment is that the Applicant has not identified any likely significant effects on abstraction as a result of the Scheme.
3. However, due to it taking this issue so seriously, the Applicant has included in the OEMP a number of controls to ensure that the access to water and safety of the abstraction boreholes continues in the future.
4. Further, the Groundwater Management Plan (OEMP MW-WAT10), to be produced in consultation with the Environment Agency, will address a number of matters including:
 - the potential effects of the Scheme on groundwater;
 - an update to the groundwater risk assessment for the final design and construction plan;
 - groundwater level and quality monitoring and reporting; and,
 - developing baseline groundwater conditions and the derivation of trigger and action levels, and subsequent mitigation and action levels.
5. OEMP MW-WAT11 also requires the main contractor to recognise the rights of existing abstractors and take measures to avoid or minimise as far as reasonably practicable loss or interruption of supply or provide alternative supplies, including consultation with existing abstractors.
6. In relation to water quality monitoring, MW-WAT11(c) requires the main works contractor to put in place emergency measures to overcome adverse impacts from construction works.

7. Furthermore, item MW-COM6 provides the overarching control in relation to private water supplies and alternative supplies being put in place if necessary.
8. As such, the Applicant considers that there are a number of detailed controls already in place to protect supplies for a number of farms notwithstanding the assessment of no likely significant effects. No further changes to the OEMP are proposed relating to private water supplies.

Question Ag.2.4

Deposition of tunnel arisings – impact on agricultural operations

- i. Please set out the implications of the deposition of tunnel arising on land east of Parsonage Down NNR including the financial and practical implications for the farming business.
- ii. What, if any, measures could be secured to mitigate this impact?

Highways England response

- i. **Please set out the implications of the deposition of tunnel arising on land east of Parsonage Down NNR including the financial and practical implications for the farming business.**
 1. The land affected by the deposition of tunnel arisings on land east of Parsonage Down NNR forms part of Manor Farm, Stapleford and part of Natural England’s agricultural land associated with Cherry Lodge. The land forming part of Manor Farm, Stapleford is a single field extending to some 56.1ha (138.6 acres). See Land Plans [APP-005] Plot Nos. 03-03, 03-07, 03-08, 03-10, 12-01, 12-03 and 12-04. The land owned by Natural England covers plots 12-02 and 03-12, extending to 28.6ha (70.8 acres). This response focuses on the implications relating to Manor Farm, Stapleford.
 2. Manor Farm, Stapleford extends to some 337ha of owned land with 282ha in arable crops. The remaining land is grassland (approximately 50ha) and woodland (5ha) and buildings. There is a further 227ha of arable land owned by others and farmed by Mr Moore under various contract arrangements. The majority of the farm was purchased in 1909 with the land at Parsonage Down having been acquired in 1982. Most of the land is sown to arable crops (wheat, barley, oil seed rape, etc) including higher-value seed crops also being grown (including grass seed). The farm buildings (where all grain and farm machinery are stored) and four dwellings are located to the south in the village of Stapleford. There are 2 farm employees.
 3. The land at Parsonage Down is a single arable field that lies some 4.6km from the farm buildings (by road), although there is also an internal farm track that is usually used for farm machinery that involves a journey distance of 7.8km to avoid passing through small villages. All field operations have to be undertaken from Stapleford and can involve considerable travel times, especially in summer when the A303 is busy. There is no other land owned by Mr Moore adjacent to, or close to, the land at Parsonage Down.
 4. As set out in the Applicant’s response to first Written Question Ag 1.27 [REP2-022] this 56.1ha field would be required for the construction of the scheme (carriageway and embankments), for essential landscaping and for the deposition of tunnel arisings. The Environmental Statement, in Appendix 12.1 “Tunnel Arisings Management Strategy” (TAMS) [APP-285] describes the options available for management of tunnel arisings and explains (as

summarised in paragraphs 4.4.9 to 4.4.13) why deposition on land within the Order limits to the East of Parsonage Down is considered to be the preferred option.

5. The 56.1ha would be utilised as follows:
 - a. Land required for the construction of the highway itself, and for structural embankments – 15.0ha
 - b. Land required to mitigate the landscape impact of the carriageway and embankments slope – 12.9ha
 - c. Land required for the further deposition of tunnel arisings – 28.2ha
6. These areas are shown in schematic cross section in Highways England's response to written question WM.2.8
7. If the deposition of tunnel arisings (Point (c) above) did not occur in this location the practical implications would be:
 - a. the permanent compulsory acquisition of the land required for the construction of the highway itself and for structural embankments (Point (a) above) - the loss of 15.0ha; plus,
 - b. the temporary possession of the land required for Point (b) during construction - the temporary loss of 12.9ha - which would then be restored back to agricultural land.
8. Thus, the financial and practical implications of the deposition of tunnel arisings has, necessarily, to ignore the effects that would arise from Point (a) above. Even if the land was not required for the deposition of tunnel arisings, 15.0ha would still be required permanently for the construction of the Scheme and 12.9ha would be required for a temporary period.
9. The land that is required would be compulsorily acquired by the Applicant at market value, if compensation was not agreed. Detailed negotiations have yet to be concluded but if this money was to be reinvested in replacement agricultural land, there would be minimal long-term financial implications for the business. Production of broadly the same area of agricultural land would continue and the fixed costs of production that exist today (for which no details have been made available) would be spread across the same area of land.
10. If suitable replacement agricultural land was not available, the money could be invested in other business (or investment) opportunities and would be likely to yield a similar financial return. Fixed costs of production would need to be scaled back slightly and this would take time to achieve.
11. The Applicant understands that the practical implications of the acquisition of all of the land required for the Scheme (including that required for the deposition of tunnel arisings) to the farm business would be as follows:

- a. the farm would lose permanently a further 41.1ha (over and above the 15.0ha that is required for the construction of the scheme) but would save the costs associated with travelling 9.2kms or 15.6kms every time a field operation or visit to the field was required, which is geographically remote from the rest of the agricultural land currently operated by the business. This latter saving might be diminished by costs associated with travel to any replacement land that might be purchased;
- b. the farm grain store would become slightly over-capacity (with a reduction in grain yield of approximately 400 tonnes (41.1ha @ 10t/ha). This represents an approximate 11 percent reduction in output;
- c. the farm machinery would be marginally over capacity – but it is extremely unlikely that machinery would be changed due to the loss of 41.1ha from a holding managing in excess of 500ha (owned and contract farmed).

ii. What, if any, measures could be secured to mitigate this impact?

12. As explained in the TAMS the deposition of the tunnel arisings would generate significant adverse environmental impacts if an off-site deposition scenario were adopted; therefore, an on-site solution was sought. Once that decision was made a detailed analysis of nine possible locations was undertaken and concluded that the land East of Parsonage Down was the preferred site, having potential for biodiversity benefits as well as being operationally advantageous. It is acknowledged that the use of the land for the Scheme would reduce the operational size of the farm holding affected but other than the provision of replacement agricultural land (which the Applicant does not have) there are no means other than financial compensation to mitigate this impact. As set out in the Statement of Reasons [paragraph 5.3.11, APP-023] powers of compulsory acquisition are proposed on a contingent basis and should the private landowner elect to retain the land in its changed condition following deposition of the excavated material, the Applicant's powers of compulsory acquisition would not be implemented in respect of that land.

Question Ag.2.5

Agricultural access

Please provide an update in respect of access to Countess Road for Park Farm West Amesbury and West Amesbury Farm for the movement of large agricultural vehicles/ equipment?

Highways England response

1. This issue was discussed at the compulsory acquisition hearing, the Applicant's submissions are set out in its written summary [REP5-002] on pages 2-31 and 2-32.
2. Mrs Sandell, the landowner of Park Farm and Mr Sawkill, the tenant at West Amesbury Farm require access for large farm vehicles and combine harvesters to reach their farm holding and tenanted land as well as the retained section of the "bowtie field" (plot 08-21 on the Land Plans [APP-005]).
3. The Applicant considers that access to West Amesbury Farm and Park Farm for all agricultural and heavy goods vehicles, with the exception of combine harvesters, can be achieved using the existing road network and without the need for establishing an alternative route. This has been concluded following an analysis of vehicle movements of types required by Mrs Sandell and Mr Sawkill for Park Farm and West Amesbury Farm respectively. The Applicant is thus satisfied that the existing highway alignment through Amesbury is satisfactory to facilitate all movements except for a combine harvester with a towed header unit.
4. It is agreed that combine harvesters are not able to use this same access, and an alternative has been proposed crossing National Trust land to the north to reach Countess Road. The National Trust has offered a route across their land to provide an access between Park Farm and West Amesbury Farm for combine harvester access only. It is intended that this access would be arranged by private agreement outside of the DCO.
5. Howard Smith, the land agent for Mrs Sandell and Mr Sawkill has claimed that this is not acceptable due to the impracticality of bringing large vehicles through Amesbury and is seeking access across National Trust's land for other agricultural and heavy goods vehicles, and not just for combine harvesters. This would require the construction of a surfaced track which is not acceptable to the National Trust due to a number of adverse impacts. These include adverse direct physical impacts on sub-surface archaeology; and on the setting of monuments that contribute to OUV and could remove the ability to put in place appropriate measures to mitigate impacts on ecology and setting of the Grade II listed farm buildings at the Countess Farm Complex.

6. The National Trust has confirmed in writing that it is willing to provide an access for combine harvesters via land held by the Trust. The Applicant therefore considers that this alternative route along with access afforded by the existing road network is sufficient for Mrs Sandell and Mr Sawkill to operate their business unaffected by the Scheme. The Applicant is continuing to work with the landowners' agent and the National Trust with a view to reaching agreement on the additional access for the combine harvester.

Question Ag.2.6

Agricultural Liaison Officer

- i. Please provide a response to the matters raised by the National Farmers Union [REP4-052] at paragraph 3.1.1 in respect of the request for additional detail to be set out in the OEMP for the role of the Agricultural Liaison Officer.
- ii. What, if any, updates to the OEMP [REP4-020] do you consider to be necessary and/ or provide reasons why you consider these details are not necessary?

Highways England response

1. The Applicant considers that the request by the National Farmers Union is reasonable.
2. The text beneath the heading “Overall Responsibilities” of the Agricultural Liaison Officer is replaced by the following in the revision to the Outline Environmental Management Plan submitted at Deadline 6:

3. **Overall responsibilities:**

Communication with landowners and occupiers running agricultural businesses likely to be affected by the Scheme (owner/occupiers) and their agents. The role will include the following responsibilities:

- Liaise with owner/occupiers to establish:
 - d. measures to be implemented to maintain livestock water supplies which may be affected due to construction works;
 - e. fencing requirements both during and post-construction;
 - f. locations of potential carcass burial sites.
- Coordinate land drainage surveys and share pre- and post-construction land drainage schemes with owner/occupiers in advance in finalisation for their consideration;
- Coordinate the provision of a detailed pre-construction condition survey to include soil surveys of owner/occupiers’ land;
- Advise the contractor on risks relating to the translocation of soil diseases and ensuring appropriate protective provisions are implemented;
- Ensure that owner/occupiers are consulted in respect of requirements relating to field entrances and accesses across the Works and land-locked or severed land parcels;
- Arrange quarterly meetings with agent representatives of owner/occupiers;

- Undertake pre-construction and day-to-day discussions with affected owner/occupiers to minimise disruption, where possible, to existing farming regimes and timings of activities;
- Undertake site inspections during construction to monitor working practices and compliance of the contractor/s with their obligations to owner/occupiers under this OEMP; and
- Liaise on reinstatement measures following completion of the works.

4. **Appointment, experience and timeframes:**

- The ALO shall be appointed by the main works contractor prior to the commencement of the main works. There may be more than one ALO if required.
 - The ALO will have relevant experience of working with landowners and agricultural businesses and will have knowledge of the compulsory acquisition process (if required) and working on a linear infrastructure project.
 - Post-construction the ALO will remain in place for up to one year to manage remediation issues.
 - After that year the main works contractor shall ensure that ongoing contact details are provided in order for landowners and occupiers to seek consent, if required, in respect of restrictive covenants for the lifetime of the project or to highlight any defects. Information in relation to the process of management of restrictive covenants shall be issued to landowners and occupiers upon any change in the person/s responsible for the process on behalf of The Authority.
5. The Applicant has also made provision for the duties of the ALO within the outline SMS submitted at Deadline 6 which is appended to the OEMP.

Question Ag.2.7

Field drainage

In [REP4-052] the National Farmers' Union has set out detailed suggested additions to the OEMP in respect of field drainage.

- i. Please provide a detailed response as to whether you consider such additions to be necessary.
- ii. In responding please address the reporting criteria as for MW-COM7 there does not currently appear to be any with the responsibility falling only to the main works contractor and the Agricultural Liaison Officer?

Highways England response

1. Highways England does not consider the additions necessary as the provisions within item MW-COM7 of the OEMP [REP4-020] have been defined from the information provided by the NFU. It is not the intention of the OEMP to define all aspects of the commitments to the level of detail that is requested by the NFU. As stated within item MW-COM7 of the OEMP, the contractor shall ensure that any existing land drainage systems are not compromised / are maintained during construction and reinstated on completion. Item MW-COM7 also provides for drainage surveys and consideration of the design of drainage works during construction (should they be required).
2. It is the role of the ALO to liaise with landowners on field drainage in the context of MW-COM7 which will enable both Highways England and the landowner to take forward proposals which are relevant to that land. Providing the requested level of detail at this point could restrict the flexibility that would be needed to ensure that appropriate drainage measures could be put in place.
3. The reporting criteria column of MW-COM7 within the OEMP submitted at Deadline 6 has been updated to include '*Provision of the drainage survey results and design (if required) to the Authority*'.

Question Ag.2.9

Field drainage

In [REP4-052] the National Farmers' Union has requested the provision of an Outline Soils Management Plan to establish the general principles for how soils will be managed. The OEMP commits to the preparation of a Soils Management Strategy (MW-G7) [REP4-020].

Please provide your view, with reasons, as to whether it would be necessary for an outline version of this strategy to be provided at this stage. In responding please address the reporting/ consultation/ approval criteria for this strategy.

Highways England response

1. Highways England can confirm that an Outline Soils Management Strategy (SMS) has been prepared and is included with Annex A.3 of the OEMP submitted at Deadline 6. This sets out the requirements of the Soil Resource Plan and Soils Handling Strategy, that will together form part of the detailed SMS to be prepared.
2. Item MW-GEO3 has been amended to require the detailed SMS to be based on the Outline SMS. In addition to this, a new item has been included within the OEMP (PW-GEO3) which requires the preliminary works contractor(s) to prepare a detailed SMS based on the Outline SMS.
3. As stated within MW-G7 of the OEMP [REP4-020], consultation on plans / strategies will be with Historic England, Natural England, Wiltshire Council and the Environment Agency on aspects which are relevant to their functions. In the case of the Soils Management Strategy it is envisaged that Wiltshire Council will be the primary statutory consultee. In addition to this, the members of HMAG will be consulted with respect to soils management within the WHS. Item MW-GEO3 of the OEMP submitted at Deadline 6 includes provision for consultation with Wiltshire Council and HMAG within the 'reporting criteria' column. Highways England remains the approver of the strategy.

Question Ag.2.11

Impact on agricultural operations

Please provide a response to the concerns set out by M and R Hosier in [REP4-094] in respect of the impact on their agricultural operations?

Highways England response

1. Highways England responded to M and R Hosier's Deadline 4 submissions in part 18 of its Deadline 5 submission REP5-003. In summary, this concluded that the controls in the OEMP, as updated at Deadline 4 and Deadline 6, will enable the impact of the Scheme on the Hosier's agricultural operations to be mitigated.

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