

**Hampshire & Isle of Wight Wildlife Trust's position on the draft agreement and accompanying documents being developed by Southern Water and the Environment Agency in relation to the Test, Candover and Itchen Interim Abstraction Scheme**

Overall we are extremely pleased that an agreement is being reached by the two parties which sees Southern Water accepting the licence changes proposed by the Environment Agency, and the parties working together to produce a draft package of monitoring, mitigation and compensation works. This recognises Drought Permits / Orders as the correct mechanism for managing abstraction during times of low flow and drought, and sets out measures to provide a reasonable level of confidence that the environmental impacts of abstraction to deliver public water supply in times of drought can be minimised and offset.

We were pleased to have been invited to contribute to the development of some of the draft plans and packages that will, when finalised, set out the environmental enhancements and protections that will be funded by Southern Water. In particular, we welcome the identification of the Test & Itchen Catchment Partnership (TICP), and the Watercress & Winterbournes Landscape Partnership Project, as potential delivery mechanisms. We welcome this emphasis on involving partners in the development and delivery of the measures suggested, embracing the ethos of the Catchment Based Approach. As co-hosts of the Test & Itchen Catchment Partnership along with the Wessex Chalk Streams & Rivers Trust, and lead partner for the Watercress & Winterbournes project, we believe that these partnerships are well placed to do this. Noting that these draft plans are not legally binding documents, we suggest that many of the TICP members will have an interest in influencing the content of these plans, so that they are robust and deliver as much for our precious chalk stream environments as they possibly can.

We acknowledge and appreciate the huge amount of work that has gone in to pulling these draft documents together in a very short space of time, and appreciate that because of these timescales there remains much detail yet to be agreed. We welcome these draft documents as a meaningful start to a process that will continue beyond the duration of this Inquiry, but note that a key concern will be whether sufficient funding is committed to these proposals to ensure that the Environment Agency and others can deliver them successfully. Budgets which are constrained have the potential to put at risk the scale of enhancements and protections that can be achieved, and we urge the two parties to ensure that a realistic funding package, with in-built contingencies, is agreed. As noted in Annex 2 to the Heads of Terms, Southern Water will discharge its responsibilities for the programme of measures through the provision of funding to third parties, yet it cannot expect these parties to deliver the quality of work required to satisfy the requirements for mitigation and IROPI compensation without appropriate budgets. We believe that it will be prudent to allocate appropriately large budgets that may not be fully utilised, rather than allocating insufficient funds and finding that the works resultantly delivered fall short. We urge Southern Water to defer to the expertise of the Environment Agency, (who have successfully been delivering the Test & Itchen River Restoration Strategy, and manage large water quality and ecological monitoring programmes), when determining the level of financial support that is required to resource the proposed works.

We also question one clause in Annex 2 to the Heads of Terms, Clause 13, which states that "the programme of measures represent the maximum extent of monitoring, mitigation or IROPI compensation to be required of SWS where it seeks drought orders or permits for the Test, Itchen and Candover". We suggest that this statement pre-empts the outcomes of any monitoring, which may identify greater impacts than were envisaged, and should therefore be revisited and reworded. On a point of technicality, we also suggest that the reference in Clause 15 to the programme of measures being incorporated into SWS's final Drought Plan for 2018 to 2023, should also make reference to inclusion in the subsequent drought plan too, given the period over which this interim abstraction scheme will operate.

We support the approach of identifying a variety of potential delivery bodies, and a series of options for compensation works, to provide a level of confidence that an overall package of works that can achieve the aims of the plans can be delivered, even if some individual elements fall out.

Finally, we accept that the intention, expressed by the title given of 'Interim Abstraction Scheme', is that the expected draw upon these drought schemes will broadly reduce after approximately ten years, when other water resources solutions will come in to play. However we recognise that this process, a public inquiry into reductions in abstraction licences, is not the means by which these future water resources can be secured. The Water Resources Management Plan process, referred to in Clause 11 of the draft section 20 agreement, provides a mechanism for shortlisting and consulting on options, and we will be robustly engaging with this consultation, and encouraging our ~27,000 members to do the same.

Until these resources are in place, drought action may need to be undertaken, as will be set out in a revised Annex 1 to the Section 20 agreement. The draft sequence contained in the document circulated at the opening of the Inquiry is likely to attract comment from stakeholders, and the final order settled on should be clearly justified if it is going to receive the support of partners and stakeholders. We question whether (as for the then-proposed steps 5, 6, and 7, which could happen in parallel), the same could be the case for the then-proposed steps 1 and 3. We also suggest that whilst some elements of level 1 restrictions may not legally be able to commence until certain triggers occur, the company could commit to implementing some level of media campaigning as part of step 1 (whatever step 1 may be, in the final agreed sequence), as by this point, conditions should be such that public messaging should reach a receptive audience.

In summary, our overall position is one of support, and acknowledgement of the significant win for the environment that this agreement represents, and, albeit that the various caveats and comments described above require consideration, we look forward to working with all involved, as partners, to further the protection of Hampshire's chalk streams.