



Triton Knoll Offshore Wind Farm Limited Triton Knoll Electrical System

**The Applicant's Response to
Deadline 4**

Date: 5th January 2016

**Document Ref: 2505-TKC-CON-
K-KX-0107**

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Offshore Wind Farm Limited
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1. SUMMARY

1.1 In response to the Examining Authority's (ExA) letter of 11th September 2015 (the Rule 8 Letter), which set out the procedural timetable for the examination of the Triton Knoll Electrical System Application (Application Reference EN020019) ('the proposed development'), Triton Knoll Offshore Wind Farm Limited (The Applicant) has prepared the following:

- Responses to ExA's second written questions;
- Comments on information received at Deadline 3,
- Updated schedule of compulsory acquisition;
- A status update on Statements of Common Ground and
- An updated draft DCO.

1.2 These documents (collectively 'the Response') are submitted for the deadline of 5 January 2016 specified in the Rule 8 Letter (Deadline 4) and are discussed in more detail below.

2. The Applicant's responses to the ExA's second written questions

2.1 The ExA's letter of the 11 December 2015 contained specific questions from the ExA directed at the Applicant and other Interested Parties (IPs). The Applicant has addressed the questions addressed directly to it as well as providing comment, where relevant, on questions directed at other IPs where this was considered to be useful to the ExA. To assist the ExA, the chronology of the questions given in the letter of the 11 December have been maintained in the Response.

2.2 The responses to the second written questions are presented in Part 1 of the Response. Where additional material has been submitted to aid the response, this has been included in the form of an Appendix.

3. The Applicant's comments on information submitted by IPs at Deadline 3

3.1 The Applicant has provided comments on information submitted by IPs at Deadline 3 in Part 2 of the Response.

4. Updated Schedule of Compulsory Acquisition

- 4.1 The Applicant provided an update as to the status of the schedule of compulsory acquisition in its responses to Deadlines 1, 2 and 3. As requested in the Rule 8 letter, the Applicant has provided a further update at Appendix 14 to this Response.

5. Updated draft DCO

- 5.1 As requested in the Rule 8 Letter, the Applicant provided an updated draft DCO (marked Revision 'D') at Appendix 7 of its response to Deadline 3. The Applicant has also provided a further updated draft DCO for the Response at Appendix 15 of the Response which incorporates further changes as a result of on-going discussions with stakeholders subsequent to hearings held in November 2015.
- 5.2 Comparison versions of the revised draft DCO, highlighting changes between the current version (Revision E) and Revision D and also between Revision E and Revision B (submitted in advance of the commencement of the Examination) are provided at Appendix 16 and 17 respectively of this Response.
- 5.3 To assist the ExA, the Applicant has also provided an update to the Schedule of Changes to the draft DCO at Appendix 18 and an accompanying explanatory document at Appendix 19 to incorporate these further amendments.

Part 1 The Applicant's responses to the ExA's second written questions

Question Number	Topic Heading/ Respondent	Question
DCO 2.1	Statements of Common Ground The Applicant	<p>Provide a further update on progress on Statements of Common Ground (SoCGs) indicating which SoCGs are in their final version and setting out any possible impediments to reaching an agreed final SoCG by the final Deadline for receipt of SoCGs at Deadline 7 on 24 February 2016. Where possible impediments are identified, set out the issues involved and the nature of any potential disagreements.</p> <p>The ExA encourages the Applicant and those parties engaged in working on SoCGs to seek to reach agreement as long before the end of the Examination as possible.</p>

DCO 2.1

1. The Applicant notes the request from the ExA to provide a status summary for all SoCGs by Deadline 7 and to set out any impediments to reaching agreed final positions for the same deadline.
2. In the interim, the Applicant has provided an update on the current status of SoCGs at Appendix 33 of the Response.
3. The Applicant recognises the importance of reaching agreements with all relevant parties wherever possible and will continue to engage in order to achieve this objective.

Question Number	Topic Heading/ Respondent	Question
DCO 2.2	Numbering in the draft DCO All Parties to Note	<p><i>The Examining Authority (ExA) has based the references to the draft DCO in these questions on the Revised draft Development Consent Order Revision D [REP3-043].</i></p> <p><i>The ExA notes, however, that the numbering of paragraphs in Comparison document draft DCO against revision C [REP3-044] is not necessarily the same as in the Revised draft Development Consent Order Revision D [REP3-043] and in the DCO Schedule of Amendments Explanatory document [REP3-047].</i></p> <p><i>The Applicant is requested to ensure that in future versions of the draft DCO and associated documentation, the numbering is consistent across all documents.</i></p>

DCO 2.2

- The Applicant notes the numbering errors in the Comparison document draft DCO [REP3-044] against revision C. The numbering error is caused by the comparison software. The Applicant will use an alternative method for preparing the comparison document of the draft DCO for future versions to ensure that in future versions of the draft DCO and associated documentation the numbering is correct across all documents.

Question Number	Topic Heading/ Respondent	Question
DCO 2.4	<p><i>Change Requests</i></p> <p>The Applicant</p>	<p>Request 1: Bicker Fen Extension and Reconfiguration</p> <p>Either indicate where in the documentation submitted to support the change request a plan showing consequential amendments to the Land Plans [APP-124] is to be found or</p> <p>Provide this plan.</p> <p>Request 2: Order Limits Reduction Request</p> <p>Either indicate where in the documentation submitted to support the change request a plan showing consequential amendment to a) the Order Limits Plans [APP-122] and b) ES Volume 1 Annex. 1.1 Comparison of Order Limits and Development Boundary plans [APP-024] are to be found or</p> <p>Provide these plans.</p>

DCO 2.4

- Request 1:** The Applicant refers the ExA to updated Sheet 48 of the Land Plans showing consequential changes, which comprises Appendix 2 of the *Bicker Fen Change- Schedule of amendments to the DCO and Application Documents* [AS-036] submitted to the Examination on 16 November 2015.
- Request 2:** The consequential amendments to the Order Limit Plans and the Comparison or Order Limits and Development Boundary Plans can be found in Appendix 39 *Consequential changes to the Order Limit Plan and Development Boundary Comparison Plan related to the Bicker Fen Change request to the Applicant's Response to Deadline 4*.

Question Number	Topic Heading/ Respondent	Question
DCO 2.5	Article 2 – the definition of ‘Commence’ The Applicant	<p><i>You have proposed the deletion of “exit for HDD and related works”, “demolition work” and “remedial work in respect of any contamination or other adverse ground condition” from the definition of ‘commence’.</i></p> <p><i>The Written Summary of the Applicant’s Oral Case put at DCO Issue Specific Hearing on the 12 November 2015 [REP3-037] states that you are considering the drafting of this definition in the context of the plans and schemes secured by the Requirements and are discussing with the relevant consultees appropriate wording that would allow necessary surveys that will inform the discharge of those requirements to be undertaken with the appropriate controls in place.</i></p> <p><i>Provide a revised draft of this definition at Deadline 4 with a justification for a) the retention and b) the proposed deletion of any of the activities excluded by virtue of this definition.</i></p>

DCO 2.5

1. The Applicant has revised the definition of “commencement” to include reference to “*pre-commencement archaeological investigations*”. The revised definition of commence is included below:-

“commencement” means beginning to carry out the activities authorised by the deemed marine licence at Schedule 9 (deemed licence under the Marine and Coastal Access Act 2009) other than pre-construction surveys and monitoring, and in respect of any other works comprised in the authorised project save as provided otherwise within this Order, any material operation (as defined in section 155) of the Planning Act 2008) forming part of the authorised project other than operations consisting of site clearance, pre-

construction archaeological investigations, environmental surveys, removal of hedgerows, investigations for the purpose of assessing ground conditions, diversion, and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the words “commence and commenced” shall be construed accordingly.”

2. In respect of the ExA's request that the Applicant provide a justification for the retention and the proposed deletion of any of the activities excluded by virtue of the definition of "commencement", the Applicant refers to the table below.

Activity excluded from commencement	Retained or Deleted	Justification
“site clearance”	Retained	Site clearance is considered to be facilitation works, similar to the removal of hedgerows and is likely to involve the removal of ground vegetation. These works may need to take place to facilitate both the pre-construction environmental and archaeological surveys that will inform the schemes to be approved by the requirements. In addition, the nature of these works is such that they do not necessitate sign off by the relevant planning authority of the requirements.
“Pre-construction archaeological investigations”	Retained with amendment	Pre-commencement archaeological investigations will need to be undertaken prior to the commencement of development to collect the information required to inform the WSI to be prepared and submitted to the relevant planning authority prior to the commencement of any stage of the onshore works in accordance with requirement 12. The Applicant has included the following wording in Requirement 12(4) to ensure the pre-commencement archaeological investigations are carried out in accordance with the outline onshore written scheme of investigation.

Activity excluded from commencement	Retained or Deleted	Justification
		<i>“12(4) Pre-construction archaeological investigations shall only take place in accordance with the details set out in the outline onshore written scheme of investigation”</i>
<i>“environmental surveys”</i>	Retained	Environmental surveys require to be undertaken prior to the commencement of development to collect the information required to inform the ecological management plan and the construction environment management plan to be prepared and submitted to the relevant planning authority prior to the commencement of any stage of the onshore works in accordance with Requirement 13 and Requirement 14 respectively. Additionally, environmental surveys are not considered to be development.
<i>“removal of hedgerows”</i>	Retained	The removal of hedgerows are facilitation works and as such are appropriately excluded from the definition of commencement in relation to the onshore construction phase of the proposed development. This has been agreed with Natural England and will be confirmed in the final version of the SoCG.
<i>“investigations for the purpose of assessing ground conditions”</i>	Retained	Investigations for the purpose of assessing ground conditions require to be undertaken prior to the commencement of development to inform the design of the project and to collect the information required to inform the plans appended to the Code of Construction Practice to be prepared and submitted to the relevant planning authority prior to the commencement of any stage of the onshore works in accordance with

Activity excluded from commencement	Retained or Deleted	Justification
		Requirement 14.
<i>“diversion and laying of services”</i>	Retained	The diversion and laying of services is generally not considered to be development where undertaken by or on behalf of a statutory undertaker.
<i>“erection of any temporary means of enclosure”</i>	Retained	The temporary means of enclosure referred to in this definition relate to temporary means of enclosure as required for the carrying out of any of those activities listed as being excluded from commencement. All other temporary means of enclosure must be approved in accordance with Requirement 9.
<i>“the temporary display of site notices or advertisements”</i>	Retained	The temporary display of site notices or advertisements is not development.
<i>“exit for HDD and related works”</i>	Deleted	The Applicant has proposed the deletion of <i>“exit for HDD and related works”</i> at the request of the MMO. Separate provision has been made for HDD and related works in Condition 7 and 9 of the draft DML.
<i>“demolition work”</i>	Deleted	The Applicant has proposed the deletion of <i>“demolition work”</i> on the basis that no demolition work is proposed for the carrying out of the authorised development.
<i>“remedial work in respect of any contamination or other adverse ground condition”</i>	Deleted	The Applicant has proposed the deletion of <i>“remedial work in respect of any contamination or other adverse ground condition”</i> following discussions with the Environment Agency in relation to their concerns regarding contamination.

Question Number	Topic Heading/ Respondent	Question
DCO 2.6	<i>Article 2 – the definition of ‘Commence’ The Applicant</i>	<p>The DCO Schedule of Amendments Explanatory document [REP3-047] states that you accept that the removal of hedgerows should only take place in accordance with the mitigation measures set out in the Outline Landscape and Ecological Management Plan and the Outline Construction Method Statement.</p> <p>An outline construction method statement is not defined in Article 2 nor is it included in Article 36 for certification.</p> <p>i) Show how the outline construction method statement relates to the outline code of construction practice (onshore);</p> <p>ii) Provide a definition of the outline construction method statement for inclusion in Article 2 or justify its exclusion from the definitions;</p> <p>iii) Provide an amendment to Article 36 to include the outline construction method statement or justify its exclusion from that Article.</p> <p>You may respond to this question in conjunction with question DCO 2.20, below</p>

DCO 2.6

(i)

1. The Applicant refers the ExA to the Diagram of Application Documents Relationships (APP-094) and the diagram of the Relationship of Application Documents (Onshore). As shown on the diagram, the Outline Code of Construction Practice (Outline CoCP) is the framework document within which each of the related subject specific management plans sits, including the Outline CMS. The outline management plans are provided as appendices to the Outline CoCP. The Outline CMS therefore forms part of the Outline CoCP.

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2. Requirement 14 secures the specific management plans which form part of the Outline CoCP. Requirement 14(2) provides (emphasis added):-

“The code of construction practice must include:-

- a) **construction method statements**, including methods (including both trenchless and non-trenchless techniques) for the crossing of watercourses; main river crossings shall be undertaken using trenchless methods only;*
- b) a health and safety plan;*
- c) a scheme for noise and vibration management during construction;*
- d) an air quality management plan;*
- e) a soil management plan;*
- f) an artificial light emissions plan;*
- g) a site waste management plan;*
- h) a pollution prevention and emergency response plan;*
- i) a construction environment management plan; and*
- j) a communications plan.”*

(ii)

3. As explained above, the Outline CMS forms part of the Outline CoCP. The Outline CMS is not a stand-alone document and is not referenced separately in any of the articles or requirements of the draft DCO [REP3-043] (unlike the Outline Onshore Written Scheme of Investigation and the Outline Landscape Strategy and Ecological Management Plan which are referenced separately and therefore defined and included in Article 35). Therefore the Applicant does not consider that a separate definition of the Outline CMS is necessary or appropriate.

(iii)

4. The Applicant notes that the certification of plans is Article 35 in Revision D of the draft DCO submitted for Deadline 3. The Applicant assumes that the ExA intended to refer to Article 35 and responds on that basis.
5. As explained in part (ii) above, the Outline CMS is not a stand-alone document. It is an appendix to the Outline Code of Construction Practice. By virtue of its inclusion in the Outline CoCP, the Outline CMS will be certified under Article 35 as drafted. The Applicant does not therefore consider it appropriate or necessary to include the Outline CMS as a separate entry under Article 35.

Question Number	Topic Heading/ Respondent	Question
DCO 2.7	<p><i>Article 2 – the definition of ‘Commence’</i></p> <p>The Applicant</p>	<p>The DCO Schedule of Amendments Explanatory document [REP3-047] states that you accept that the removal of hedgerows should only take place in accordance with the mitigation measures set out in the Outline Landscape and Ecological Management Plan and the Outline Construction Method Statement and that you are discussing this with Natural England.</p> <p>Provide an agreed statement on the outcome of, or if strictly necessary the progress with, these discussions, setting out how this intent is to be secured in the draft DCO.</p>

DCO 2.7

1. The Applicant has been in discussion with Natural England in relation to the removal of hedgerows and can confirm that Natural England agree that some facilitation works, including hedgerow removal, are outside of the commencement of development and can take place in accordance with the details set out in the Outline Landscape Strategy and Ecological Management Plan but without requiring the other detailed schemes secured by the Requirements to be in place.
2. The Applicant has agreed to update paragraph 6.17 in the Outline Landscape Strategy and Ecological Management Plan (Revision B) (Appendix 27 of the Applicant's Response to Deadline 4) to state:

*“Where possible any tree, scrub or hedgerow removal required to facilitate the development will be carried out outside the breeding bird season (removal undertaken between September and February inclusive). If this is not possible the vegetation shall be checked by an ecologist prior to removal to ensure no nesting birds are present **and appropriate measures are in place to protect other sensitive species encountered.**”*

-
3. Natural England have stated, by email dated 9th December 2015, that they are satisfied with the proposed wording above as the risks will be low and suitable mitigation actions are in place for all scenarios.
 4. The requirement for the removal of hedgerows to only take place in accordance with the mitigation measures set out in the Outline Landscape and Ecological Management Plan has been formalised through updates to the draft DCO. The title of Requirement 13 of the draft DCO has been updated to 'Ecological management plan and removal of hedgerows'. In addition a new part (3) of Requirement 13 now states that *"any hedgerow removal must be carried out in accordance with the details set out in the outline landscape strategy and ecological management plan."* This wording has been agreed with Natural England by email received on the 9th December 2015.
 5. The Applicant has discussed the amendments to Requirement 13 with Boston Borough Council (BBC) and BBC has confirmed that these amendments are acceptable.
 6. The Applicant has been unable to discuss the matter with ELDC. The Applicant will seek a discussion on this matter prior to the 2nd round of hearings and will be able to provide an update at the hearings and at Deadline 5.
 7. The Applicant considers that, given the agreements above relating to the updates to the Outline Landscape Strategy and Ecological Management Plan (Revision B) and Requirement 13 of the draft DCO, these documents appropriately secure the necessary measures in relation to hedgerows both prior to and during construction. The measures relating to hedgerows are being removed from the revised draft of the Outline Construction Method Statement in order that the Outline Landscape Strategy and Ecological Management Plan contains all the relevant information. There is therefore no need to include provision for hedgerows in the Outline Construction Method Statement (document reference 8.7.1).
 8. The Applicant refers the ExA to its response to DCO 2.5 where the justification for the exclusion of each activity from the definition of commence is set out.

Question Number	Topic Heading/ Respondent	Question
DCO 2.9	<i>Article 2 – the definition of ‘limits of deviation’ The Applicant</i>	<i>You have inserted the definition “limits of deviation means the Order limits as shown on the Order limits plans” into the revised draft DCO [REP3-044]. Set out the value of using the phrase “limits of deviation” in Article 3 and in Schedule 8, Part 1 instead of the phrase “Order limits”.</i>

DCO 2.9

1. The Applicant inserted the definition of “*limits of deviation*” at the request of the ExA which was raised at the issue specific hearing on the DCO on 12 November 2015.
2. The inclusion of reference to ‘*limits of deviation*’ in Article 3 is a standard provision included in DCOs for offshore wind farms. Whilst the limits of deviation correspond to the Order Limits for the proposed development, it is the Applicant’s position that the reference to ‘*limits of deviation*’ in Article 3 should remain so that there is no ambiguity as to whether some other limit of deviation applies.

Question Number	Topic Heading/ Respondent	Question
DCO 2.10	Article 2 – the definition of ‘unlicensed’ The Applicant	<p><i>It was suggested at the Issue Specific Hearing into the draft DCO that the definition of ‘unlicensed’ could be clarified, perhaps drawing upon the definitions contained in section 3 of the Bicker Fen Extension and Reconfiguration Note [APP-136].</i></p> <p><i>Provide an amended definition of ‘unlicensed’ or justify the retention of the existing definition in the draft DCO.</i></p>

DCO 2.10

1. The definition of “unlicensed works” in the draft DCO [REP3-043] is a high level definition and the detail of the unlicensed works is included in Work Nos 54A and 54B.
2. The description of the “unlicensed works” in section 3 of the Bicker Fen Extension and Reconfiguration Note [APP-136] accords with the description of the unlicensed works (Work Nos 54A and 54B) in the draft DCO [REP3-043]. The description of the works is that the “unlicensed works” include cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbar and busbar clamps, measuring equipment, relay marshalling rooms, and electrical earthing works. These are the various elements of the works that will be undertaken by the Applicant within the new connection bays provided by National Grid Electricity Transmission at its Bicker Fen substation.
3. To clarify the definition of "unlicensed works" the Applicant has amended the definition in Article 2 to include additional detail as follows:-

“unlicensed works” means works needed to connect the authorised project to the National Grid substation at Bicker Fen that National Grid is not required, pursuant to its transmission licence to carry out itself, including but not limited to cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbar and busbar clamps, measuring equipment, relay marshalling rooms, and electrical earthing works.

Question Number	Topic Heading/ Respondent	Question
DCO 2.11	<p><i>Article 5 – Transfer of benefit of Order</i></p> <p><i>The Applicant</i></p>	<p><i>You have proposed an amendment to Article 5 to insert a new paragraph thus:</i></p> <p><i>(5) Despite anything contained in Part 4 of the 2009 Act (marine licensing), but subject to paragraph (4), the undertaker may transfer or grant relevant provisions to another person under paragraph (1) (and sections 72(7) and (8) shall not apply to such a transfer or grant).</i></p> <p><i>Explain and justify the reference to paragraph (4) in this amendment and the reference to paragraph (4) in 5.(1).</i></p>

DCO 2.11

1. The Applicant confirms that the reference to paragraph (4) in Article 5(1) and 5(5) is incorrect. The correct reference is paragraph (6) which makes provision for a transfer or grant of the benefit to another body licenced under Section 6 of the Electricity Act 1989 without the consent of the Secretary of State. The draft DCO will be amended to reflect this correction.

Question Number	Topic Heading/ Respondent	Question
DCO 2.12	<p><i>Article 5 – Transfer of benefit of Order</i></p> <p>The MMO</p>	<p>The Applicant has included additional wording as article 5(5) to disapply section 72 of the Marine and Coastal Access Act 2009 (see previous question). Indicate your acceptance or otherwise of this proposed amendment.</p>

DCO 2.12

1. The MMO has accepted in its relevant representation dated 13 July 2015 [RR-188] that the default effect of section 156 of the 2008 Act is that more than one person can have the benefit of a DCO and that subject to any contrary provisions under section 149 which would affect or otherwise limit the scope of section 156(1), it follows that a DML as part of a DCO can legally benefit more than one person at the same time. Section 72 of the Marine and Coastal Access Act 2009 has therefore been disapplied as requested by the ExA in the DCO issue specific hearing on 12 November 2015.
2. The Applicant and the MMO are working on a joint position statement regarding the drafting of Article 5(5) Transfer of benefit of Order of the DCO to be submitted for Deadline 5.

Question Number	Topic Heading/ Respondent	Question
DCO 2.13	<p><i>Article 6 – Application and modification of legislative provisions</i></p> <p>The Applicant</p>	<p>The Written Summary of the Applicant’s Oral Case put at DCO Issue Specific Hearing on the 12 November 2015 [REP3-037] states that you have noted the need to secure agreement from the relevant bodies to the disapplication of legislation, as set out in the Additional Consents Document [APP-121] and that you are engaged in ‘ongoing’ discussions on this.</p> <p>Provide a statement on the outcome of, or if strictly necessary the progress with, these discussions.</p> <p>The ExA reminds the Applicant of the importance of obtaining these agreements.</p>

DCO 2.13

1. The Applicant notes the comment it made in relation to Article 6 *Disapplication of legislative provisions* in the Written Summary of the Applicant’s Oral Case put at the DCO Issue Specific Hearing on the 12 November 2015 [REP3-037]. The EA and IDBs agree in principle to the inclusion of Article 6 of the draft DCO, and thereby to the disapplication of legislative provisions, however this is subject to the agreement of appropriate Protective Provisions, for which discussions are ongoing.
2. Paragraph 4.81 of the SoCG between the Applicant and the EA (submitted as Appendix 29 of the Applicant’s response to Deadline 1) confirms that:

“The EA confirms that it has no objection in principle to the inclusion of Article 6 Application and modification of legislative provisions in the draft DCO (document reference 3.1), and thereby agree to the disapplication of the legislative provisions relevant to them under the Land Drainage Act 1991 (as amended), subject to the agreement of suitable Protective Provisions within Schedule 8, Part 1 of the draft DCO.”

3. Paragraph 1.8 of the Joint Statement between the Applicant and the IDBs (submitted as Appendix 37 of the Applicant’s response to Deadline 4) confirms that:

“The IDBs shall be able to confirm that there is no objection in principle to the inclusion of Article 6 in the draft DCO, and thereby agree to the disapplication of the legislative provisions relevant to them under the Land Drainage Act 1991, subject to the agreement of suitable Protective Provisions within Schedule 8, Part 1 of the draft DCO and to the resolution of issues in relation to the restrictive covenants within Schedule 5 of the draft DCO.”

4. An update to the status of discussions on Protective Provisions has been provided in response to CA 2.21 of the ExA’s second written questions.
5. The Applicant will request that the EA and IDBs provide written confirmation of their consent to the disapplication of legislative provisions once the discussions on Protective Provisions are concluded.
6. As explained in the Applicant’s response to CA 2.12 of the ExA’s second written questions, the Applicant has continued to progress a draft Joint Statement with Lincolnshire County Council concerning the saved provisions of the Lindsey County Council (Sandhills) Act 1932 (“Sandhills Act”) (amongst other things). The final agreed Joint Statement forms Appendix 37 to this Deadline 4 Response.
7. As explained in paragraphs 6.7 and 6.8 of the Joint Statement, while the Applicant reserves the right to argue elsewhere, should it be necessary to do so, that the Sandhills Act does not apply, the Applicant agrees that it is expedient to insert a provision into Article 6 of the draft Order dis-applying the Sandhills Act. This is included in the revised draft Order submitted to the Examination for Deadline 4 as follows (new text in red):

1. “Application and modification of legislative provisions

1. —(1) *Regulation 6 of the Hedgerows Regulations 1997(1) shall be modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—*

(1) S.I 1997/1160

-
2. “(k) or for carrying out development which has been authorised by development consent made pursuant to the Planning Act 2008.”
- a. The following provisions do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project–
- i. section 109 (structures in, over or under a main river) of the Water Resources Act 1991⁽²⁾;
- ii. the provision of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 to the Water Resources Act 1991, which requires consent or approval for the carrying out of works;
- iii. section 23 (prohibition of obstructions etc. in watercourses) of the Land Drainage Act 1991⁽³⁾;
- iv. the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act which require consent or approval for the carrying out of works; *and*
- (e) the Lindsey County Council (Sandhills) Act 1932.”

(2) 1991 c.57

(3) 1991 c.59

Question Number	Topic Heading/ Respondent	Question
DCO 2.14	<p><i>Article 9 – Temporary stopping up of streets</i></p> <p>The Applicant</p> <p>East Lindsey DC</p> <p>Boston BC</p>	<p>The Applicant has inserted a sub-paragraph putatively setting a timescale for notification under this Article. The Applicant states [REP3-047] that it is in negotiation on the actual timescale.</p> <p>i) The Applicant Justify the placing of this new sub-paragraph under 9(3) rather than under 9(4)</p> <p>ii) The Applicant East Lindsey DC and Boston BC Provide a progress report on negotiations in respect of this Article, stating where any disagreements exist.</p>

DCO 2.14

i)

1. The Applicant confirms that the placing of this new sub-paragraph under 9(3) was in error. The new sub-paragraph should be placed under 9(4). The draft DCO will be amended to reflect this correction.

ii)

2. The Applicant has discussed with Boston Borough Council whether the revised timescale for notification on the temporary stopping up of streets of 14 days is acceptable and BBC has confirmed that it is.
3. The Applicant has been unable to discuss this point with ELDC. The Applicant will seek a discussion on this matter prior to the 2nd round of hearings and anticipates being able to provide an update at the hearings and at Deadline 5.

Question Number	Topic Heading/ Respondent	Question
DCO 2.16	<p><i>Article 13- Authority to survey and investigate the land</i></p> <p>The Applicant</p>	<p>Article 13 gives the undertaker power [to] “enter on any land... which may be affected by the authorised project”.</p> <p>i) Justify the inclusion of the phrase “any land which may be affected by the authorised project” rather than simply stating “any land shown within the Order limits;</p> <p>ii) With reference to the letter from Cllr David of Lincolnshire County Council [REP3-024], explain why you consider that this paragraph does not allow entry on land outside the Order limits.</p>

DCO 2.16

i)

1. The Applicant submits that Article 13 properly includes a power to “*enter onto any land... which may be affected by the authorised project*” rather than restricting the ability to gain access for survey purposes to land within the Order limits. This wording is in the Model Provisions for both Orders made under the Planning Act 2008 and the Transport and Works Act 1992 (the latter is still prescribed for use). Furthermore, the majority of made development consent orders for energy projects include this provision in its model form.
2. The Applicant has not identified any land outside of the Order limits to which it may need to gain access, however, in common with other statutory undertakers, should the proposed development have an affect on land which is outside of the Order limits, the Applicant requires a corresponding ability to access that land to investigate and/or survey to understand the nature of the

affect and ascertain what, if any, mitigation measures or remedial measures might be required.

3. This power is necessary in the interests of all concerned, including the relevant landowner; without it, it would be necessary for the Applicant to initiate what might be potentially lengthy procedures under either the Planning Act 2008 or the Electricity Act 1989 in order to gain access to land. Other statutory undertakers, such as Network Rail and National Grid, have equivalent powers of access onto land by virtue of their authorising statutory enactments. (National Grid, as the holder of transmission licence under the Electricity Act 1989 may, for example, enter upon and survey any land for the purpose of ascertaining whether the land would be suitable for use for any purpose connected with the carrying on of its licensed activities, by virtue of paragraph 10 of Schedule 4 of the 1989 Act.). It is therefore necessary that the Order authorises equivalent powers.
4. It should be noted that this is not an unqualified power of entry. Prior written notice must first be given before entry is taken and the Applicant is under an obligation to pay compensation in the event of any loss or damage to the landowner or occupier. This in itself will act as a safeguard and a disincentive for the Applicant to make widespread use of these powers as it will not wish to risk having to pay compensation should it not be necessary to do so. Without the power in place, and should there be an urgent or more pressing need to obtain access, the Applicant would of course be trespassing onto land if it went onto land without permission. Clearly it may not otherwise be possible to obtain permission in requisite timescales.

ii)

5. The Applicant assumes that the examining authority is referring to paragraphs 63 to 65 of the additional representations of Lincolnshire County Council which appear as an appendix to the letter dated 25 February 2015 from Councillor Davie [REP3-024]. For the reasons given in (i) above, the Applicant submits that this paragraph does necessarily permit entry onto land outside of the Order limits for survey purposes only. As the Council point out in paragraph 64, Article 13(5) restricts the Applicant's ability to exercise its powers of entry for survey purposes without the permission of the highway authority.
6. There is no power in Article 13 or otherwise to temporarily stop up or alter or break up any highways that are outside of the Order limits. The draft Order does however contain powers in Article 8 and 9 for those purposes but those powers are limited to land within the Order limits.

Question Number	Topic Heading/ Respondent	Question
DCO 2.18	<p><i>Requirement 5 – Detailed design onshore</i></p> <p>The Applicant</p>	<p>Three proposed amendments have been made to this Requirement 5 in respect of permanent fencing and the height of external electrical equipment. The DCO Schedule of Amendments Explanatory document [REP3-047] does not justify these amendments.</p> <p>Justify these amendments.</p> <p>The Applicant may respond to this question jointly with its response to question LV 2.3, below.</p>

DCO 2.18

1. The Applicant included the amendments (shown in bold below) in Requirement 5 in respect of permanent fencing and the height of external electrical equipment following the issue specific hearings in November.

Permanent Fencing:-

2. Requirement 5(2) was amended as follows:-

*No part of Work No 9A shall commence until details of the layout, scale and external appearance of the above ground infrastructure **including permanent fencing** relating to Work No 50A have been submitted to and approved by the relevant planning authority.*

3. Requirement 5(3)(a) was amended as follows:-

No part of Work No 50A shall commence until:

*(a) details of the layout, scale and external appearance of the above ground infrastructure **including permanent fencing** relating to Work No 50A have been submitted to and approved by the relevant planning authority.*

4. These amendments replaced the wording in requirement 9 relating to “permanent fences” as the Applicant considered that this detail should properly be provided as part of the detailed design of the Intermediate Electrical Compound (Work No 9A) and the Substation (Work No 50A) rather than prior to commencement of any stage of the works. The only permanent fencing that will be installed will be at the IEC and the Substation and the Applicant will not be in a position to provide details of any permanent fencing prior to the start of work on any stage. Once the details of any permanent fencing have been approved under requirement 5, requirement 9(4) ensures that it is in place before either the IEC or the substation is brought into use, and that it is maintained for the operational lifetime of these works.

Lightning Rods:

5. Requirement 5(7)(c) was amended as follows:-

“the total number of lightning rods within the fenced compound shall not exceed 4 and the height of any lightning rod shall not exceed 21.54m AOD”

6. In respect of the height of external electrical equipment, the amendment in paragraph 7(c) is a correction of the maximum height of the lightning rod.
7. Requirement 5(8)(b) was amended to add in paragraph (b)(ii) - with consequential renumbering of 5 (8)(b)(iii) (previously b (ii)):-

“(b) if GIS is installed

(i) The highest part of any building shall not exceed 16 metres AOD;

(ii) The highest part of any external electrical equipment excluding lightning rods, shall not exceed 15m AOD;

(iii) The total area of the fenced compound (excluding its accesses must not exceed 69,000 square metres; and”

8. Paragraph 8(b)(ii) has been included to provide a maximum height for external electrical equipment where GIS is installed.
9. The Applicant also refers the ExA to its response to LV 2.3.

Question Number	Topic Heading/ Respondent	Question
DCO 2.19	<p><i>Requirement 14 - Code of construction practice (onshore) and construction environmental management plan</i></p> <p>The Applicant</p>	<p>This Article is titled Code of construction practice (onshore) and construction environmental management plan</p> <p>The construction environmental management plan is not defined in Article 2, is not included in Article 36 for certification and is not referred to again either in this Article or in any other part of the draft DCO. Explain.</p>

DCO 2.19

1. The Applicant notes that the certification of plans is secured by Article 35 in Revision D of the draft DCO submitted for Deadline 3 [REP3-043]. The Applicant assumes that the ExA intended to refer to Article 35 and responds on that basis.
2. The Applicant refers to its response to DCO 2.6.
3. The Applicant refers the ExA to the Diagram of Application Documents Relationships (APP-094) and the diagram of the Relationship of Application Documents (Onshore). As shown on the diagram, the Outline Code of Construction Practice (Outline CoCP) is the framework document within which each of the related subject specific management plans sits, including the Outline Construction Environment Management Plan (Outline CEMP). The outline management plans are provided as appendices to the Outline CoCP [APP-198]. The Outline CEMP therefore forms part of the Outline CoCP

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4. The Outline CEMP is not a stand-alone document and therefore the Applicant does not consider that a separate definition of the Outline CEMP is necessary or appropriate. Furthermore, by virtue of its inclusion in the Outline CoCP, the Outline CEMP would be certified under Article 35 as drafted.
 5. Requirement 14 secures the specific management plans which form part of the Outline CoCP. Requirement 14 states that the CoCP must, where relevant, cover all matters set out in the outline code of construction practice.
 6. Requirement 14(2) provides (emphasis added):-

*“The code of construction practice must include:-
a) construction method statements, including methods (including both trenchless and non-trenchless techniques) for the crossing of watercourses; main river crossings shall be undertaken using trenchless methods only;
b) a health and safety plan;
c) a scheme for noise and vibration management during construction;
d) an air quality management plan;
e) a soil management plan;
f) an artificial light emissions plan;
g) a site waste management plan;
h) a pollution prevention and emergency response plan;
i) **a construction environment management plan; and**
j) a communications plan.”*
 7. On review, the Applicant does not consider that reference to the Outline CEMP is required in the title of Requirement 14. The reference to Outline CEMP will be deleted from the draft DCO.

Question Number	Topic Heading/ Respondent	Question
DCO 2.20	<p><i>Requirement 14 - Code of construction practice (onshore) and construction environmental management plan</i></p> <p>The Applicant</p>	<p>The Written Summary of the Applicant’s Oral Case put at DCO Issue Specific Hearing on the 12 November 2015 [REP3-037] states that the detail regarding the management of public rights of way during construction is included within the outline construction method statement (CMS).</p> <p>An outline construction method statement is not defined in Article 2 nor is it included in Article 36 for certification.</p> <p>i) Show how the outline construction method statement relates to the outline code of construction practice (onshore);</p> <p>ii) Provide a definition of the outline construction method statement for inclusion in Article 2 or justify its exclusion from the definitions;</p> <p>iii) Provide an amendment to Article 36 to include the outline construction method statement or justify its exclusion from that Article.</p> <p>You may respond to this question in conjunction with question DCO 2.6, above.</p>

DCO 2.20

1. The Applicant refers the ExA to its response to DCO 2.6 for each of the points raised in this question.

Question Number	Topic Heading/ Respondent	Question
DCO 2.22	<p><i>Requirement 14 - Code of construction practice (onshore) and construction environmental management plan</i></p> <p>The Applicant</p>	<p>Requirement 14(2) as drafted contains the phrase “main river crossings shall be undertaken using trenchless methods only”. Requirement 14(4) states that for the purposes of paragraph (2) “main river” has the meaning given by the Water Resources Act 1991</p> <p>i) The phrase “main river” is also used in Article 12(5) but is not defined in Article 2. Provide a definition or justify why this should not be included.</p> <p>ii) Having regard to the importance of this statement, the ExA is minded to incorporate it into a separate additional Requirement. Please comment.</p>

DCO 2.22

(i)

1. The Applicant confirms that a definition of “main river” should be included in Article 2. The following definition is included in the draft DCO submitted for Deadline 4 (at Appendix 15 of the Response).

“main river” has the meaning given by the Water Resources Act 1991.”

2. Consequently, requirement 14(4) has been deleted. The draft DCO will be amended accordingly.

(ii)

3. The Applicant notes that the ExA is minded to include the phrase “main river crossings shall be undertaken using trenchless methods only” as a separate requirement. The ExA is asked to note that this phrase was inserted into Requirement 14(2) at the specific request of the Environment Agency to confirm the details that could be included within the construction method statement.

Question Number	Topic Heading/ Respondent	Question
DCO 2.23	<i>Schedule 5- Land in which only new rights etc. may be acquired</i> The Applicant	Justify the proposed removal of the word “Order” from the Restrictive Covenant contained in this Schedule.

DCO 2.23

1. The Applicant confirms that the word “Order” was removed from paragraphs (a) to (e) of the restrictive covenant at Schedule 5 of the Order as this could be construed as applying to land which goes beyond the particular parcel of the Order land on which the Applicant seeks to impose the restrictive covenant, as noted in the footnote to paragraph 4.9 of the Joint Submissions of the Internal Drainage Boards [REP3-001]. Paragraphs (a) to (e) of restrictive covenant now refer to restrictions upon “the land” or any part of it; “the land” in this case being the relevant parcel against which it has been imposed.
2. The Applicant has consulted with the Environment Agency on the ExA’s suggested amendment and the Environment Agency has advised that a separate requirement is not required. The Environment Agency would prefer for the wording to remain in Requirement 14(2) as drafted. The Applicant agrees with the view of the Environment Agency and considers that an explicit reference in the wording of Requirement 14 adequately secures this mitigation. As the trenchless crossing is a construction methodology, it is most appropriate for it to be secured within Requirement 14.
3. Appendix 40 of the Applicant’s response to Deadline 4 provides correspondence between the Applicant and the EA which confirms the EA’s agreement that a separate requirement is not required.

Question Number	Topic Heading/ Respondent	Question
DCO 2.24	<p><i>Schedule 5- Land in which only new rights etc. may be acquired</i></p> <p>The Applicant</p>	<p>In a letter issued under the Infrastructure Planning (Examination Procedure) Rules 2010 (as amended) on 11 December 2015, the ExA issued a procedural Decision to accept a request from the Applicant which has, <i>inter alia</i>, the effect of changing the draft DCo by dividing Plot 48/17 into Plots 48/17A and 48/17B.</p> <p>Schedule 5 includes the granting of rights in respect of Plot 48/17B to undertake the unlicensed works (including the right to install electrical equipment). Schedule 5 also includes a Restrictive Covenant applied to Plot 48/17B which prevents construction erection or works of any kind.</p> <p>Provide an explanation of how the rights for the unlicensed works and the Restrictive Covenant work together.</p>

DCO 2.24

1. To enable the connection of the proposed development to the National Grid substation at Bicker Fen, certain works, known as “unlicensed works”, are required to be undertaken on plots 48/17B and 48/19. As explained in the Applicant’s response to the ExA’s question DCO 2.10, the definition of “unlicensed works” in Article 2 of the draft Order has been amended to include additional detail as follows:-

“unlicensed works” means works needed to connect the authorised project to the National Grid substation at Bicker Fen that National Grid is not required, pursuant to its transmission licence to carry out itself, including cabling, cable sealing ends, circuit breakers, surge arrestors, dis-connectors, transformers, busbar and busbar clamps, measuring equipment, relay marshalling rooms, and electrical earthing works.

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2. The Applicant is seeking to acquire a bespoke ‘package’ of rights for the unlicensed works over plots 48/17B and 48/19 (currently referred to as the “Unlicensed Connection Rights” at paragraph 2.1.4 of the Book of Reference) pursuant to Article 17 and Schedule 5 of the draft Order. The Applicant has amended the wording of this rights package in Schedule 5 of the draft Order submitted as Appendix 15 to the Applicant’s Deadline 4 response, so that it utilises, and is therefore consistent with, the new definition of “unlicensed works”. The corresponding amendment will be made to the final version of the Book of Reference to be submitted prior to the close of the Examination.
 3. The Applicant also seeks to impose a restrictive covenant over plots 48/17B and 48/19 to ensure that the unlicensed works are protected from interference and associated damage.
 4. National Grid are specifically excluded from the requirement to obtain the Applicant’s consent to works otherwise prohibited by paragraph (c) of the restrictive covenant. As explained in the Applicant’s response to Question CA 2.10, the Applicant proposes to modify paragraph (a) of the restrictive covenant to enable specified works to be undertaken with the Applicant’s consent, which brings it in line with paragraphs (b) and (d).
 5. Works required to be undertaken on plots 48/17B and 48/19 by National Grid, will be regulated by, and approved in accordance with, the terms of the Grid Connection Agreement (and associated documents) entered into between the Applicant and National Grid in 2012. However, the Applicant requires the retention of the restrictive covenant over those land parcels to ensure that works which may be proposed by anyone else who has/may obtain an interest in the land, and which could impact upon the proposed development, are controlled.

Question Number	Topic Heading/ Respondent	Question
DCO 2.27	<p><i>Means of controlling unexpected contamination</i></p> <p>The Applicant</p> <p>The Environment Agency</p>	<p>The DCO Schedule of Amendments Explanatory document [REP3-047] states that the Applicant and the Environment Agency remain in discussions regarding the appropriate means of controlling unexpected contamination within the draft DCO.</p> <p>Provide an agreed statement on the outcome of, or if strictly necessary the progress with, these discussions.</p>

DCO 2.27

1. The Applicant and the EA have now concluded discussions on the matters set out in paragraphs 2.1 – 2.6 of the EA’s Written Representation [REP1-040]. It has been agreed that, subject to appropriate amendments to the Geology and Ground Conditions section of the Outline Construction Environmental Management Plan (CEMP) (document reference 8.7.9), which the EA have been consulted on, there is not a need for the second of the two new requirements requested by the EA in their Written Representation.
2. The Applicant has reflected these amendments in the Application Documents Schedule of Amendments, submitted as Appendix 20 of the Applicant’s response to Deadline 4.
3. The Applicant proposed a new Requirement to be included in the draft DCO to account for instances where previously unidentified contamination is encountered during the construction works. Following discussion the following wording has been agreed for inclusion as Requirement 15 *Unexpected contamination* in to the draft DCO, submitted as Appendix 15 of the Applicant’s response to Deadline 4:

“(1) If, during any stage of the authorised development, contamination not previously identified, or addressed within the relevant code of construction practice, is found to be present within the Order limits then no further

development in the vicinity of the contamination shall be carried out until, following consultation with the Environment Agency, a written scheme to deal with the associated risks has been submitted to, and approved by, the relevant planning authority.

(2) The scheme must include an investigation and assessment report, prepared by a specialist consultant notified in advance to the relevant planning authority, to identify the extent of any contamination and the remedial measures to be taken to render the land fit for its intended purpose, together with a management plan which sets out long-term measures with respect to any contaminants remaining on site.

(3) No remedial work identified in accordance with paragraph (2) is to be carried out until the scheme has been approved.”

4. The Applicant and the EA remain in disagreement in relation to one element of the drafting of Requirement 15(1) as included in the draft DCO (Appendix 15); the EA have requested that “*following consultation with the Environment Agency*” be removed thereby removing the commitment to consulting with the EA on the scheme prior to submission of the relevant planning authority, but instead add “*in consultation with the Environment Agency*” to the end of the subsection, securing that the relevant planning authority must consult with the EA on the scheme as part of the approval process.
5. It is the Applicant’s position that, consulting with the EA on a scheme prior to submitting it for approval to the relevant planning authority is the appropriate and efficient process to follow; the Applicant has drafted all DCO requirements to require consultation with relevant statutory bodies prior to the submission of any plans or schemes for approval by the relevant planning authority. The relevant planning authority would then, as part of the approval process, consult with the EA as necessary, which should be straight forward given that the body will have already been consulted with on the content.
6. The Applicant and the EA will update the SoCG between the two parties to reflect the agreements now reached in relation the EA’s concerns relating to bathing water quality, geology and ground conditions and the means of controlling unexpected contamination, setting out the disagreement in relation to the one element of drafting which has not been agreed. The SoCG will be submitted to Deadline 5 of the examination.

Question Number	Topic Heading/ Respondent	Question
DCO 2.28	<p><i>Schedule 9 - Condition 3(3)</i></p> <p>The Applicant</p> <p>The MMO</p> <p>The Marine and Coastguard Agency (MCA)</p>	<p>The DCO Schedule of Amendments Explanatory document [REP3-047] states that the Applicant has ‘noted’ the MMOs comments on this draft Condition.</p> <p>The MMO’s Response to the ExA’s Deadline 3 [REP3-010] states, in connection with this Condition, that the MMO is content to leave this to the applicant and the MCA to determine and if no agreement is reached then the ExA/Secretary of State may need to make the conclusive decision.</p> <p>a) The Applicant</p> <p>Justify your decision not to take any further action on the MMO’s comments</p> <p>b) The MMO</p> <p>Do you have a preferred wording for this Condition? If so, provide this.</p> <p>c) The Marine and Coastguard Agency</p> <p>The MCA has not made any submissions for Deadline 3. The Statement of Common Ground between the Applicant and the MCA [REP1-082] shows an agreement that Condition 3 will retain both 3(1) {ExA’s Note: Condition 3 in REP3-044} and 3(3) {ExA’s Note: Condition 3(2) in REP3-044} in the draft DML.</p> <p>Comment on the MMO’s stated concerns related to this Condition.</p>

DCO 2.28

1. As stated in paragraph 4.45 of Appendix 34 of the Applicant’s response to Deadline 1 (Statement of Common Ground between Triton Knoll Offshore Wind Farm Limited and the Maritime and Coastguard Agency) the Applicant

and the MCA are in agreement that Condition 3(3) should be retained in the deemed Marine Licence at Schedule 9 of the draft DCO.

2. The MMO have stated in their response to Deadline 3 that '*. . . the MMO is content to leave this to the applicant and the MCA to determine . . .*'. The Applicant considers that the Applicant and the MCA have determined its necessity and therefore consider the MMO's comment has been addressed.

Question Number	Topic Heading/ Respondent	Question
DCO 2.29	<i>Schedule 9 - Condition 5(13)</i> The MMO The MCA Trinity House United Kingdom Hydrographic Office (UKHO)	<p>The Applicant has added “Trinity House, MCA and UKHO” to the bodies to which reports must be made under this Condition.</p> <p>Indicate your acceptance, or otherwise, of this proposed amendment.</p>

DCO 2.29

1. The Applicant notes that this question is directed at the MMO, MCA, Trinity House and the UKHO. The Applicant would confirm, however, that this amendment was made to the DML condition at the request of the MMO.

Question Number	Topic Heading/ Respondent	Question
DCO 2.30	<i>Schedule 9 - Condition 7</i> The MMO	<p>The Applicant has proposed that Condition 7 could be amended to state “The licensed activities or any part of those activities except for HDD works within works No 2 shall not commence....”.</p> <p>Indicate your acceptance, or otherwise, of this proposed amendment.</p> <p>You may respond to this question in conjunction with question DCO 2.8, above.</p>

DCO 2.30

1. The Applicant notes that this question is directed at the MMO.
2. Applicant can confirm that this amendment has been discussed and subsequently agreed with the MMO and that this will be confirmed within the SoCG between the parties. The Applicant would highlight that an updated SoCG is submitted at Appendix 36 of the Response, however this is in draft form and will be finalised following the MMO’s full review ahead of Deadline 5.

Question Number	Topic Heading/ Respondent	Question
DCO 2.31	<p><i>Schedule 9 - Condition 8(1)</i></p> <p>The Applicant Historic England Lincolnshire CC</p>	<p>The Applicant has amended the wording of Condition 8(1) regarding timescales for provisions of reports to OASIS and notification to Lincolnshire County Council. Indicate your acceptance, or otherwise, of this proposed amendment</p>

DCO 2.31

1. The Applicant notes that the wording of Condition 8(1) was sent to Historic England for review. Historic England have acknowledged receipt, and have advised that they will respond directly with their comments to the ExA on the revised drafting.

Question Number	Topic Heading/ Respondent	Question
DCO 2.32	<i>Schedule 9 – former Condition 12</i> The Applicant The MMO	<p>The ExA notes the Applicant’s proposal to delete Condition 12 and the MMO’s statement [REP3-010] that it is content for this section to be removed as the topics detailed are covered within other legislation and are no longer necessary.</p>

DCO 2.32

1. The Applicant notes that the MMO confirmed its acceptance of the deletion of Condition 12 in their Response to Examining Authority's Deadline 3 dated 25 November 2015.

Question Number	Topic Heading/ Respondent	Question
DCO 2.33	<p><i>Schedule 9 – proposed new Condition 12</i></p> <p>The Applicant</p> <p><i>The MMO</i></p>	<p>Note: The Comparison document draft DCO against revision C [REP3-044] shows this as (new) Condition 12 whereas the DCO Schedule of Amendments Explanatory document [REP3-047] states that this is Condition 13.</p> <p>The DCO Schedule of Amendments Explanatory document states that The MMO have provided an alternative to the current drafting in relation to paragraph (b) of the condition.</p> <p>Provide an update on discussions on this proposed change of wording to this Condition and detail any areas of potential disagreement.</p>

DCO 2.33

1. The Applicant and the MMO held a call to discuss the MMO's proposed wording for Condition 12 on 9 December. The MMO took an action from that call to provide further clarity to the Applicant on the issue, and did so by email on the 15 December.
2. The Applicant responded to the MMO by email on the 16 December clarifying the Applicant's position and requesting the MMO to consider the need for their proposed wording in light of current drafting in the draft dML, securing the Offshore Operations and Management Plan (OOMP) (Condition 7(i)) in accordance with the Outline OOMP, submitted as part of the application (document 8.14).
3. The Applicant considers that the drafting of paragraph 2.3 of the OOOMP provides the required certainty to the MMO that inspections of the export cable to determine and monitor cable burial, on a risk basis, will take place. The Applicant is awaiting response from the MMO on this point and will continue to discuss the matter with the MMO with the aim of reaching agreement by Deadline 5.

Question Number	Topic Heading/ Respondent	Question
DCO 2.35	<i>Draft DCO drafting point</i> The Applicant	<p>Should the definition and explanation of 'outline onshore written scheme of investigation' as set out in Paragraph 2 of Part 1 of the draft Development Consent Order Appendix 7 Revision D submitted for Deadline 3 dated 30 November 2015 [REP3-043] (herein referred to as the dDCO) read as follows?</p> <p>"Outline onshore written scheme of investigation" means the document certified as the outline <u>onshore</u> written scheme of investigation by the Secretary of State for the purposes of this Order.</p>

DCO 2.35

1. The Applicant confirms that the word 'onshore' has been omitted in the definition of 'outline onshore written scheme of investigation'. The definition will be amended in the draft DCO to state:-

"Outline onshore written scheme of investigation" means the document certified as the outline onshore written scheme of investigation by the Secretary of State for the purposes of this Order.

Question Number	Topic Heading/ Respondent	Question
DCO 2.36	<i>Draft DCO drafting point The Applicant</i>	<i>Does the definition of 'HBMCE' as set out in Paragraph 1(1) of Schedule 9 of the dDCO [REP3-043] incorrectly reference 'Historic England' as 'Heritage England'?</i>

DCO 2.36

1. The Applicant confirms that the reference in Paragraph 1(1) of Schedule 9 of the draft DCO [REP3-043] should be to 'Historic England'. The DCO will be amended to reflect this change.

“‘HBMCE’ mean the Historic Buildings and Monuments Commission for England, being Historic England or any replacement body;”

Question Number	Topic Heading/ Respondent	Question
AH 2.1	<p><i>dDCO wording</i></p> <p>The Applicant ELDC Boston BC</p>	<p>For the project, the definition of ‘commencement’ as set out in Paragraph 2 of Part 1 of the dDCO [REP3 -043] specifically excludes archaeological investigations.</p> <p>i) Explain whether as drafted, the Written Scheme of Investigation, which is required under Requirement 12 of Schedule 1 of the dDCO, would not necessarily need to be agreed prior to any archaeological works taking place.</p> <p>ii) Update the dDCO to ensure that the archaeological investigations cannot be carried out until the Written Scheme of Investigation is agreed.</p>

AH 2.1

1. The reference to ‘archaeological investigations’ in the definition of commencement relates to pre-construction site investigations. These pre-construction archaeological investigations are initial investigations required to inform the stage-specific Written Scheme of Investigation which will be prepared and submitted to the relevant planning authority for approval prior to the commencement of any stage of the onshore works as per Requirement 12.
2. In order to clarify that these investigations are pre-construction, the Applicant has revised the definition of commencement as follows (emphasis added):-

““commencement” means beginning to carry out the activities authorised by the deemed marine licence at Schedule 9 (deemed licence under the Marine and Coastal Access Act 2009) other than pre-construction surveys and monitoring, and in respect of any other works comprised in the authorised project save as provided otherwise within this Order, any material operation

*(as defined in section 155) of the Planning Act 2008) forming part of the authorised project other than operations consisting of site clearance, **pre-construction archaeological investigations**, environmental surveys, removal of hedgerows, investigations for the purpose of assessing ground conditions, diversion, and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the words “commence and commenced” shall be construed accordingly.”*

3. The Applicant has also included additional wording in requirement 12(4) to ensure these works are carried out in accordance with the Outline Onshore Written Scheme of Investigation:

“12(4) Pre-construction archaeological investigations shall only take place in accordance with the details set out in the outline onshore written scheme of investigation.”

Question Number	Topic Heading/ Respondent	Question
AH 2.2	<i>Recording and mitigation</i> The Applicant	<p>In question AH 1.4 [PD-009], the ExA required a statement from the Applicant as to whether the recording of heritage assets is an appropriate method of mitigation. In response, the Applicant says that EN-1 does not preclude mitigation in the form of recording.</p> <p>As quoted in that question, paragraph 5.8.19 of National Policy Statement (NPS) EN-1 states “A documentary record of our past is not as valuable as retaining the heritage asset and therefore the ability to record evidence of the asset should not be a factor in deciding whether consent should be given”.</p> <p>Comment whether the above paragraph is explicit that recording is not an appropriate mitigation, and explain whether a revised assessment is necessary which does not take into account recording lost assets when determining the significance of residual effects.</p>

AH 2.2

1. Paragraph 5.8.19 of NPS EN-1 does not establish that recording is not an appropriate mitigation activity, rather that it is not as valuable as retaining heritage assets. What this paragraph identifies therefore is that the capacity to make a record in itself does not mean that all impacts are acceptable. As detailed in the Applicant’s response to AH 1.4 of the ExA’s first written questions, paragraph 5.8.20 of NPS EN-1 explains that where the loss of the whole or a material part of a heritage asset’s significance is justified, excavation and recording should be undertaken. The purpose of this is to avoid applicants asserting that any impact can be successfully mitigated by recording itself, and thereby inviting the destruction of archaeological remains which would have otherwise best been preserved *in situ*.
2. The EIA process requires the importance of heritage assets to first be identified; the magnitude of impact to be defined; and these reconciled to give a significance of impact to the given asset. Where there is a significant

impact, those impacts are then reviewed to identify appropriate mitigation. There are a range of mitigation options, of which recording is one, and it would therefore be erroneous to interpret paragraph 5.8.19 of NPS EN-1 to mean that recording of a heritage asset is never a mitigation option.

3. Paragraph 8.38 of Volume 3, Chapter 8 *Historic Environment* of the ES (document reference 6.2.3.8) is explicit that potential impacts on heritage assets have been assessed accounting for the embedded mitigation which the Applicant has adopted within the project design. Table 8-7 of Volume 3, Chapter 8 of the ES details the embedded mitigation that has been adopted in order to avoid impacts on heritage assets, the Applicant highlights that the site selection and alternatives process undertaken in order to establish the cable route for the Application aimed to avoid known, sensitive archaeology, the embedded mitigation established in the ES identified the continuation of avoidance by design during the detailed design phase. Paragraph 8.38 further details that a second assessment has subsequently been undertaken to identify residual impacts, an impact of *Negligible* has been ascribed where there is an impact which can be neutralised; recording is stated as only one example of a range of possible mitigation options.
4. Statutory consultees with a remit to protect the historic environment have been involved in the development of the TKES throughout the EIA process as documented through the EIA Evidence Plan (document reference 8.16), during this process the methodology for assessment and proposed mitigation measures were discussed and agreed. The TKES scheme benefits from the potential use of “preservation *in situ*” measures. Whilst this has not been considered necessary for the heritage assets identified during the rigorous desk-based research presented in the baseline study, in the event of an unexpected archaeological discovery of very high importance within the cable route, the Applicant can seek to microsite the cables around or away from the asset (where the 60m corridor width is otherwise unconstrained); or install the cables beneath the archaeology using one of the trenchless techniques identified in Volume 3, Chapter 1 *Onshore Project Description* of the ES (document reference 6.2.3.1).
5. The embedded mitigation measures adopted within the Application set out that whilst recording is acknowledged as a possible mitigation measure, pre-construction survey work and further detailed design will allow for further “preservation *in situ*” to be considered before any other measure. The Applicant considers therefore that the assessment carried out and the mitigation measures proposed adhere to the principles set out in NPS EN-1. A revised assessment is therefore not necessary.

6. Paragraphs 4.4 – 4.7 of the SoCG between the Applicant and Historic England confirm the agreements reached in relation to the onshore historic environment; this includes that:

“With respect to mitigation measures, it is agreed that the embedded mitigation measures are suitable for minimising potential impacts to the historic environment as a result of the construction, operation and decommissioning of the project. In addition, it is agreed that the Outline Onshore WSI is a structured approach to ensuring potential historic environment impacts are mitigated.”

Question Number	Topic Heading/ Respondent	Question
AH 2.3	<i>Sibsey Lancaster Memorial</i> The Applicant	Explain how the measures recommended by the Applicant in response to question AH 1.14 [REP1-044], which relate to maintenance of access and management of discovery of associated crash remains at the Sibsey Lancaster Memorial site, would be secured in the dDCO.

AH 2.3

1. In relation to the maintenance of access, the Applicant refers to the Sibsey Lancaster Memorial Clarification Note, submitted as Appendix 11 of Deadline 1 [REP1-054], where the Applicant describes that access to the memorial site will be managed in a similar way to the management of a Public Right of Way (PRoW). The Applicant has provided further detail on how this will operate and how it is secured in response to question AH 2.4 of the ExA's second written questions. The Applicant has made updates to the Outline Construction Method Statement (CMS), submitted as Appendix 21 to the Applicant's response to Deadline 4, in order to secure the relevant detail in relation to the maintenance of this access, which is not a PRoW. A new paragraph 3.16 has been added to the Outline CMS stating that the private track used to access the Sibsey Lancaster Memorial will be maintained during the construction phase in the same way as a PRoW, subject to continued agreement of the landowner. Further, the Applicant's response to DCO 2.6 of the ExA's second written questions, provides detail of how the Outline CMS relates to the Outline Code of Construction Practice [APP-198] and is thereby secured through Requirement 14(2)(a) of the draft DCO submitted as Appendix 15 of the Applicant's response to Deadline 4.
2. In relation to the 'management of discovery of associated crash remains at the Sibsey Lancaster Memorial site', the Applicant would like to clarify that the measures outlined in response to ExA question AH 1.14 [REP1-044] and in the Sibsey Lancaster Memorial Clarification Note [REP1-054] submitted at Deadline

1 are the archaeological mitigation for the nearest and adjacent sections of cable route (i.e. within the proposed development boundary). The Sibsey Lancaster Memorial itself and the surrounding area of around 200m are outside of the proposed development boundary to the north and will therefore be unaffected by any intrusive archaeological investigations.

3. The measures associated with archaeological mitigation set out in the Sibsey Lancaster Memorial Clarification Note, which include magnetometer survey to pick up any ferrous-rich material and any subsequent trial trench evaluation necessary, are set out in the Outline Onshore WSI [APP-111]. The Applicant notes that the measures set out in response to AH 1.14 of the ExA's first written questions in relation to encountering human remains associated with the crash site were not specifically set out in the Outline Onshore WSI submitted with the Application [APP-111]. These measures would be followed in accordance with the requirements of relevant legislation, namely the Protection of Military Remains Act 1986 (the 1986 Act), should any remains associated with the crash site be encountered. However, for assurance, the Applicant has proposed to include additional new paragraphs 2.41 and 2.42 to the Outline WSI as follows:

“A section of the cable route has been identified as lying within approximately 200m (at its closest proximity to the proposed development boundary) of a WWII crash site, demarcated by the Sibsey Lancaster Memorial. The cable route section is a stretch running north-east from Temporary Construction Compound 14 shown on Figure 1, Map 8. There is a low risk that debris or human remains associated with the crash may be identified, these would be picked up through the procedures set out in this WSI and any debris would be dealt with in the appropriate manner.

Advance consultation with the Ministry of Defence (MoD) will be undertaken in order to inform the WSI for that stage of the onshore works; any human remains encountered shall be dealt with under the requirements of the Protection of Military Remains Act 1986 (the 1986 Act) and consultation with the MoD will ensure the correct licences are obtained in accordance with the 1986 Act.”

4. The Construction Method Statement (CMS) and therefore the measures relating to access are secured through Requirement 14(2)(a) of the draft DCO (Revision D) as part of the Code of Construction Practice; and the Onshore WSI, and therefore measures relating to archaeological mitigation, will be secured through Requirement 12 *Archaeology* of the draft DCO submitted as Appendix 15 of the Applicant's response to Deadline 4.

Question Number	Topic Heading/ Respondent	Question
AH 2.4	<i>Sibsey Lancaster Memorial</i> The Applicant	<p>The Applicant states in the clarification note for the Sibsey Lancaster Memorial site, submitted at Deadline 1 [REP1-054], that the use of a gate-controlled crossing to maintain access would be used:</p> <ul style="list-style-type: none"> i) Explain how this would operate and what effect, if any, it would have in respect to access and maintenance of the site during the construction and operation of the cable route. ii) Indicate on a plan the existing access track that would be affected. iii) Explain how the site would be reinstated, whether interested parties would be consulted, and how this is secured in the dDCO.

AH 2.4

i)

7. The gate-controlled crossing, proposed in the Sibsey Lancaster Memorial Clarification Note (submitted as Appendix 11 of the Applicant's response to Deadline 1 [REP1-054]), will operate in the same manner as those used for Public Rights of Way (PRoW) crossings, or in agricultural fields which allow landowners to cross the cable corridor to access other parts of their land. Figure 1 of the Outline Construction Method Statement (CMS), submitted as Appendix 21 of the Applicant's response to Deadline 4, shows an indicative schematic of the management of a PRoW crossing the cable corridor during construction (where diversion is not required) and Figure 2 shows indicative management of a diverted PRoW crossing the cable corridor when active installation is taking place; these figures were included in the Sibsey Lancaster Memorial Clarification Note as the method for crossing the construction works at the Sibsey Lancaster Memorial (the Memorial). As set

out in paragraph 3.16 of the updated Outline CMS, access to the Memorial will be the same as those where PRow are being maintained for the duration of the construction works.

8. The Applicant re-iterates that public access can only be maintained with the continued agreement of the landowner, as the access to the Memorial is on private land rather than a public access.
9. The temporary fencing, which will run along the outer edges of the proposed development boundary, will have gates at regular intervals (made of the same material as the fencing) approximately 6 m in width. These will be kept closed across the cable corridor i.e. allowing the access/PRow to operate as normal for the majority of the time; and will be opened (temporarily blocking access) by the construction contractor's team as necessary. The opening of the gates will be to accommodate vehicles, personnel and equipment being taken along the length of the haul road.
10. As explained in the Sibsey Lancaster Memorial Clarification Note [REP1-054], the access may need to be temporarily re-routed, e.g. for the short duration during which the cables are being installed across the track that is used to access the Sibsey Lancaster Memorial. As the access is not a PRow this re-routing is not shown on the PRow Plans (document reference 2.7), however, the re-routing of this track within the Order Limits can be achieved in this location close to the existing track, as there are no other existing assets or obstacles at the surface which would prevent this. The access will therefore only need to be temporarily moved to the east or west by up to approximately 200m within the Order Limits and within the same landowner's land. The effect on access to and maintenance of the Memorial site during the construction works would therefore be minimal. There are no predicted effects on access to and maintenance of the Memorial during operation; although the access track will be used for any operations and maintenance activities of the TKES cables/cable joint bays that may be required, although these will be infrequent and will not require any closure of the track that is used to access the Sibsey Lancaster Memorial site.
11. The Applicant has updated the Outline CMS to secure the maintenance of this access and the updated version has been submitted as Appendix 21 of the Applicant's submission to Deadline 4; new paragraph 3.16 secures the commitment as follows:

“Access along the private track leading to the Sibsey Lancaster Memorial has the potential to be interrupted by the proposed development as it crosses the

cable corridor. The Applicant will maintain access along this private track, subject to continued agreement from the landowner, in the same way as set out for the maintenance and temporary diversions of PRow in paragraphs 3.8 – 3.14 above, temporarily re-routing the private access within the Order Limits as necessary.”

12. The Applicant’s response to AH 2.6 details how the Applicant will communicate with the Sibsey Lancaster Memorial Trust, along with other statutory bodies, organisations and members of the public during the construction phase. Should the gates need to be opened, thereby blocking access, for a duration which may reasonably be seen as inconvenient then this shall be communicated via the principles set out in the Outline Communications Plan [APP-108].
- ii)
13. The Applicant has provided an extract of the Works Plans (document reference 2.2, Sheet 31), as Appendix 41 of the Applicant’s response to Deadline 4, which shows the sections of the existing access track that will be affected by the construction corridor and the operational phase access.
- iii)
- 5.4 The section of the site, shown in blue in Appendix 41 (Deadline 4), will be reinstated in accordance with Requirement 21 *Restoration of land used temporarily for construction* of the draft DCO, submitted as Appendix 15, of the Applicant’s response to Deadline 4. The relevant planning authority will therefore need to approve the details of how the land will be reinstated. The Applicant, in consultation with the Land Interest Group (LIG), has also updated the Outline Soil Management Plan (SMP), submitted as Appendix 25 of the Applicant’s response to Deadline 4, to include further detail of how the soils in agricultural land used temporarily for construction will be reinstated, and that landowners will be consulted via the Agricultural Liaison Officer (ALO) on the reinstatement of soils in their land. The Outline SMP is secured through Requirement 14 *Code of Construction Practice* of the draft DCO submitted as Appendix 15 of the Applicant’s response to Deadline 4, as explained further in the Applicant’s response to DCO 2.6 of the ExA’s second written questions.
- 5.5 A section of “access” leading from Northlands (a public highway) to the TKES Order Limits is shown in yellow in Appendix 41 (Deadline 4). For clarity this will not be used for any construction activities of the TKES. It has been included within the Order Limits to be used for access ahead of the commencement of construction to complete pre-construction surveys and to install the temporary fencing that is required along the cable corridor and to be used during the

operational phase of the TKES to access any link boxes for the purposes of operations and maintenance work.

- 5.6 Temporary plates or matting may be needed to be laid in order to protect the surface of the existing track. However, this access will not be subject to any physical improvement works, as it is already suitable for the use proposed by the Applicant which, as above does not include any construction activities. The access will therefore not require any reinstatement (apart from the removal of any temporary plates or matting) as, although it will be used, it will not have been altered from the condition it is in at the commencement of construction.

Question Number	Topic Heading/ Respondent	Question
AH 2.5	<i>Sibsey Lancaster Memorial</i> The Applicant	<p>The Applicant states in the clarification note for the Sibsey Lancaster Memorial site submitted at Deadline 1 [REP1-054], that minor temporary rerouting of the access track within the Order limits would be necessary to maintain access to the memorial site.</p> <ul style="list-style-type: none"> i) Define 'minor'? ii) Define 'temporary'? iii) Set out in a plan how the rerouting would be achieved within the Order limits. iv) Set out how the land used for temporary rerouting will be reinstated and how this will be secured in the dDCO.

AH 2.5

i)

1. 'Minor' means for only a short distance i.e. the access to the Sibsey Lancaster Memorial (the Memorial) will not be diverted in such a manner that significantly extends the length of the access track that is used to access the Memorial and the distance to get from Northlands (the nearest public road) to the Memorial. As described in the Applicant's response to AH 2.4 of the ExA's second written questions, the re-routing will be achieved within the Order Limits which the Applicant anticipates will be no more than 200 m away from the existing track used to access the memorial.

ii)

2. 'Temporary' means for a relatively short duration. As described in the Applicant's response to AH 2.4 of the ExA's second written questions, the access will be gated to allow the access to remain open for a large proportion of the duration of the construction works i.e. the gates will be closed across the cable route. The construction contractor teams will close the gates as needed thereby blocking the access, in order to allow construction traffic,

personnel and equipment to move along the length of the cable route. This may be done several times a day on some occasions but only for a short duration e.g. anything from 5 to 30 minutes, to let traffic/workers pass, and then the gates will be closed again re-opening the access.

iii)

3. Figure 2 of the Outline Construction Method Statement (CMS) (Appendix 21 of the Applicant's submission to Deadline 4) (document reference 8.7.1) shows an indicative layout for the re-routing of a PRoW. The Applicant has stated that the access to the Memorial will be maintained in a similar way to other PRoWs. Figure 2 shows a re-routing which is within the Order Limits; the contractor would make use of the fencing along the edges of the cable corridor to create a safe re-routed path to the east or west of the access usually used for visiting the Memorial, and then cutting across the cable corridor at a location within the identified diversion zone. It is in the contractors' interest, as well as the parties wishing to use the access, to create re-routing paths which are as close to the existing access as possible.

iv)

4. The Memorial and the access to it are on and surrounded by agricultural land, as described in the Applicant's response to AH 2.4 of the ExA's second written questions. The land in the area affected by the onshore construction works (i.e. within the Order Limits) will be reinstated in accordance with Requirement 20 *Restoration of land used temporarily for construction* of the draft DCO (Revision E) and any agreement in place with the relevant landowner. The relevant planning authority will therefore need to approve the details of how the land will be reinstated. Paragraph 3.16 of the Outline CMS, (Appendix 21), sets out how agricultural land affected by the installation of the cables will be restored. The Outline CMS is secured through Requirement 14 *Code of Construction Practice* of the draft DCO (Appendix 15), as explained further in the Applicant's response to DCO 2.6 of the ExA's second written questions.

Question Number	Topic Heading/ Respondent	Question
AH 2.6	<i>Sibsey Lancaster Memorial</i> The Applicant	<p>The Applicant states in the clarification note for the Sibsey Lancaster Memorial site submitted at Deadline 1 [REP1-054] that the Sibsey Memorial Trust will be kept informed of construction activities.</p> <ul style="list-style-type: none"> i) Indicate how this would be achieved and what information would be provided. ii) Set out where in the dDCO this would be secured.

AH 2.6

i)

14. Communication to the Sibsey Lancaster Memorial Trust (the Trust) would be achieved through the strategies set out in the Outline Communications Plan [APP-108]. The objective of the Communications Plan is to ensure effective communication to all relevant parties about construction works that will be taking place, and when, where and for how long they will take place; and to inform local communities, businesses, leisure and other organisations of any impact that the TKES works is likely to have on them. As a relevant party/other organisation the Trust will therefore be informed of the details of the relevant works during construction.
15. It should be noted that, whilst the Trust will be communicated with throughout the duration of the onshore works, the proposed gated access and, if necessary, temporary diversion means the Trust's access to the memorial, and that of the public permitted access, will not be impeded (as set out in the Sibsey Lancaster Memorial Clarification Note, submitted as Appendix 11 of the Applicant's response to Deadline 1 [REP1-054]; reiterated in the Applicant's response to AH 2.4 of the ExA's second written questions; and secured in the updated Outline Construction Method Statement (CMS) submitted as Appendix 21 to the Applicant's response to Deadline 4).

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16. The Applicant has submitted the Outline Communications Plan [APP-108], the purpose of which is to provide the ExA and stakeholders with an outline of the key elements that the final Communications Plan, or plans, will include.
17. The Outline Communications Plan sets out the following objectives:
- Communicate effectively and to all relevant parties that works will be taking place, when, where and for how long.
 - Inform local communities, business, leisure and other organisations of any impact our works will have on them.
 - Inform local communities, business, leisure and other organisations how TKOWFL will maximise any positive impacts (eg contract awards) and minimise any potential disruptive impacts.
 - Provide a means of contact for people with questions about TKOWFL's construction activities.
 - Provide regular updates on activity via letters, newsletters, media coverage or drop-in sessions.
18. Management measures detailed in the Outline Communications Plan include the establishment of a Local Liaison Committee comprising representatives of the local community and the Triton Knoll project team as well as the arrangement of drop in information sessions for the local community and the publicising of newsletters, press releases and signs along the cable route. An identified member of the TKOWF project team will be responsible for communication with local residents, businesses, local councils and highways authorities.
19. ii) Requirement 14(2)(j) of the draft DCO, submitted as Appendix 15 of the Applicant's response to Deadline 4, secures a Communications Plan, as a part of the Code of Construction Practice (CoCP), which must be in accordance with the Outline Communications Plan. The relationship between the management plans within the CoCP and Requirement 14 of the draft DCO is further described in the Applicant's response to DCO 2.6 of the ExA's second written questions.
20. Paragraph 13.13 of the SoCG's between the Applicant and East Lindsey District Council; and the Applicant and Boston Borough Council, submitted as Appendices 19 and 20 respectively to the Applicant's response to Deadline 2 confirms that:

"It is agreed that the wording of Requirement 14 of the draft DCO (document reference 3.1) adequately secures a Code of Construction Practice (CoCP)

which accords with the Outline CoCP (document reference 8.7); a Construction Environmental Management Plan (CEMP) which accords with the Outline CEMP (document reference 8.7.9); and the relevant specific plans listed in Requirement 14(2)(a) which accord with the suite of Outline plans submitted with the application (document references 8.7.1 – 8.7.10).”

Question Number	Topic Heading/ Respondent	Question
AH 2.7	<p><i>Sibsey Lancaster Memorial</i></p> <p>The Applicant</p>	<p>The post accompanied site visit notes from Mr Ian Grant [REP3-004] indicates the extent of possible evidence remaining from the crash, with evidence having been found beyond the distance from the memorial at which the proposed works will take place. Justify the non-inclusion in the draft DCO of an Article similar to that set out at Article 17 in The Infrastructure Planning (Model Provisions) (England and Wales) Order 2009.</p>

AH 2.7

1. The Applicant refers to its Sibsey Lancaster Memorial Clarification Note [REP—054] submitted as an appendix to its response to Deadline 1.
2. The remains of all aircraft which crashed whilst in military service, whether on land or at sea, are protected to the extent laid down by the Protection of Military Remains Act 1986 (the 1986 Act). In terms of the 1986 Act ‘remains’ includes any cargo, munitions, apparel or personal effects, and **any human remains** associated with the aircraft or vessel (emphasis added). Crashed UK military aircraft and their equipment remain the property of the Crown until such time as the Ministry of Defence (MOD) decides to dispose of them. Therefore, any remains (including human remains) of Lancaster ED503 would fall within the remit of the MOD under the 1986 Act.
3. Whilst it is possible for the wording of Article 17 in The Infrastructure Planning (Model Provisions) (England and Wales) Order 2009 to be included within the draft DCO to specify the approach that would be taken in the event that human remains are discovered, this does not cover the circumstances where the remains are protected by the 1986 Act (which those related to the

Sibsey Lancaster Memorial would be). In addition, the 1986 Act is not one that may be disapplied within a DCO.

4. Therefore, the Applicant does not consider the inclusion of an Article similar to Article 17 in the draft DCO to be appropriate or necessary as this is dealt with by the 1986 Act.

Question Number	Topic Heading/ Respondent	Question
AH 2.9	<i>Draining Scoop Wheel and Channel</i> The Applicant	You state in your answer to AH 1.10 [REP1-004] that the duplication should be removed from the submitted data. Explain how this will be achieved.

AH 2.9

1. As described in the Applicant's response to AH 1.10 of the ExA's first written questions, this heritage asset is represented twice in the baseline data as asset 699 and 698, the position shown as 698 is inaccurate and originates from third party data. The asset was visited in order to confirm the location which was found to be at 699 and therefore further away from the temporary construction compound (TCC).
2. As referenced in this question, and detailed in the Applicant's response to AH 1.10 of the ExA's first written questions, the Applicant has proposed that the duplication should be removed from "*any future development plans...leaving the accurate location data in figures*". The plans to which the Applicant is referring are those that will be approved in accordance with the Outline WSI (document reference 8.11), secured in Requirement 12 *Archaeology* of the draft DCO (submitted as Appendix 15 of the Applicant's submission to Deadline 4). At present locations 698 and 699 are shown in Figure 1, Map 10 of the Outline WSI.
3. The Outline WSI is listed in Article 35 *Certification of plans etc.* of the draft DCO, submitted as Appendix 15 of the Applicant's submission to Deadline 4, as a certified document; and Requirement 12 *Archaeology* requires that each stage-specific onshore WSI shall be in accordance with the Outline WSI [APP-111]. The Outline WSI will therefore be carried through with all other

relevant historic environment information to the next phase of the project development (post-consent).

4. Whilst the listed heritage asset appears on Figure 1, Map 10 of the Outline WSI twice, as asset 698 and 699, the detail in the text of the Outline WSI refers specifically to asset 699 (which is in its correct location). Asset 698 is not referenced in the Outline WSI other than in Figure 1, Map 10. This confirms that the detail in the text of the Outline WSI is accurate, and therefore only Figure 1, Map 10 will require updating. This will be undertaken as part of the amendments to be made to the Outline management plans, as detailed in the Application Documents Schedule of Amendments (submitted as Appendix 20 of the Applicant's response to Deadline 4). A revised version of the Outline WSI will be submitted to the examination at the appropriate deadline.

Question Number	Topic Heading/ Respondent	Question
AH 2.10	<p><i>Outline Onshore Historic Environment WSI</i></p> <p>Heritage Trust for Lincolnshire</p> <p>Lincolnshire County Council</p>	<p>Please provide a response in respect to the ExA's first question AH 1.7 [PD-009], in which we seek your views as to whether an outline onshore historic environment Written Statement of Investigation has been reviewed and agreed by you.</p>

AH 2.10

4. The Applicant notes that this question is directed to the Heritage Trust for Lincolnshire and Lincolnshire County Council, however to assist in this clarification the Applicant highlights that in response to AH 1.7 of the ExA's first written questions agreements set out in the SoCGs submitted to Deadline 1 of the Examination [REP1-026] were signposted. These set out agreement to the Outline Onshore Written Scheme Investigation (Outline Onshore WSI) with Historic England (formally English Heritage), Boston Borough Council (BBC) and East Lindsey District Council (ELDC). The SoCGs between the Applicant and BBC, and ELDC, were submitted to Deadline 1 in draft and these have since been finalised and submitted as Appendices 19 [REP2-035] and 20 [REP—036] of the Applicant's response to Deadline 2.
5. The Applicant highlights that consultation was undertaken with LCC and Heritage Trust for Lincolnshire pre-application through both statutory consultation, as detailed in the Consultation Report [APP-051], and through extensive non-statutory consultation through the EIA Evidence Plan process.
6. The process for developing the TK EIA Evidence Plan included a specific Review Panel to consider the assessment and mitigation of the TKES on the onshore historic environment. The Onshore Historic Environment Review

Panel comprised representatives from Historic England, Lincolnshire County Council (representing ELDC) and the Historic Trust for Lincolnshire (representing Boston Borough Council). The Onshore Historic Environment Review Panel met on 15 May 2014, 7 August 2014 and 11 February 2015.

7. Appendix I, Annex C1 of the EIA Evidence Plan [APP-116] documents the specific meetings and discussions held in relation to Onshore Historic Environment.
8. The Outline Onshore WSI was discussed during a Historic Environment (onshore) review panel meeting in February 2015, where all consultees confirmed that the Outline Onshore WSI was acceptable subject to minor amendments; these amendments were made and the document was re-issued to the review panel members for further comment pre-application.
9. The Applicant can therefore confirm that the Outline Onshore WSI was reviewed and agreed by Heritage Trust for Lincolnshire and LCC pre-application. Further, the TK EIA Evidence Plan was signed by LCC Historic Environment Officer on 17th April 2015 and also by the Senior Historic Environment Officer from the Heritage Trust for Lincolnshire on 8th April 2015. The email confirming acceptance of the relevant content by LCC can be viewed at Appendix IV “Stakeholder Notices of Acceptance of the EIA Evidence Plan Final draft” of the EIA Evidence Plan (document reference 8.16). The Applicant has noted that the email confirming acceptance of the relevant content by Heritage Trust for Lincolnshire has not been included in Appendix IV of the EIA Evidence Plan as submitted with the Application. For confirmation the Applicant has therefore included this email as Appendix 42 of the Applicant’s response to Deadline 4.

Question Number	Topic Heading/ Respondent	Question
AH 2.11	<p><i>Offshore</i></p> <p>The Applicant</p>	<p>Question AH 1.19 [PD-009] asked:</p> <p>Paragraph 11.123 of APP-038 states that many of the likely effects on the character of the historic seascape would be time limited and many would be reversible following decommissioning. Explain more fully in what ways may the impact of the construction of an under-sea cable be reversible.</p> <p>The Applicant’s response [REP1-004] says that these matters will be covered when decommissioning is explored. The ExA considers the question has not been satisfactorily answered.</p> <p>Provide a revised explanation, or confirm that the time limited and reversibility statement is erroneous, and cannot be known fully until details of the decommissioning are investigated.</p>

AH 2.11

1. Paragraph 11.122 of Chapter 11, Volume 2 *Marine Archaeology* of the ES [APP-038] states that the installation of the Triton Knoll Electrical System will result in the introduction of a new sub character type (submarine power cable) and, hence, a change to the Historic Seascape Character (HSC). This change, however, is considered to be negligible given that the character type “Energy Industry” is already represented in the study area by hydrocarbon (gas) pipelines and a hydrocarbon installation within the study area.
2. Paragraph 11.123 of Chapter 11, Volume 2 of the ES states that many of the likely effects on the character of the historic seascape would be time limited and many would be reversible following decommissioning. The presence of cable laying vessels and other transitory activities would indeed be time limited, and hence the change to HSC by virtue of their presence will not be permanent. As identified in paragraph 11.189 of Chapter 11, Volume 2 of the ES, however, the assessment assumed that the cable would be left *in-situ* at

the end of the lifetime of the project and this considered to be a lesser effect during the decommissioning phase than removing the cables. The change in character from the presence of the cable would not, therefore, be reversible and the change should be considered permanent. The statement in paragraph 11.122 of Chapter 11, Volume 2 of the ES is, therefore, considered to be erroneous in this respect.

3. However, given that the change to the HSC from the presence of the cable is considered negligible, the HSC is capable of receiving a new sub-character type at the proposed location without adversely affecting the way in which it is perceived. Consequently, no additional mitigation is required and the residual effect is considered negligible.
4. The Applicant also draws the ExA's attention to paragraph 4 of the draft dML, which states that the dML does not permit the decommissioning of the project and that no decommissioning may commence until a decommissioning programme has been approved by the Secretary of State. Paragraph 4 also states that the MMO must be consulted on whether a marine licence is required for the decommissioning activities- any change to the assumptions made for assessing decommissioning will therefore be captured in an application for a marine licence at the time, if required.

Question Number	Topic Heading/ Respondent	Question
AH 2.12	<i>Offshore SoCG</i> The Applicant <i>Marine Management Organisation</i>	Confirm and update, as referred to on Page 16 of Appendix 13: Statements of Common Ground Summary and Index submitted at Deadline 3 30 November 2015 [REP3-049] that a Statement of Common Ground (SoCG) with the Marine Management Organisation will be submitted no later than Deadline 4 and will agree the effects if any on the offshore historic environment and the mitigation measures required to avoid and reduce these effects.

AH 2.12

1. The Applicant has presented a revised draft SoCG to the MMO for comment but understands that the MMO intend to respond by the 19 January 2016, with a view to submitting a completed SoCG by Deadline 5. The Applicant has included that revised draft SoCG in Appendix 36 of the Applicant's Response to Deadline 4. The MMO have confirmed, as noted in Annex 2 to Appendix 36 that they are content for the Applicant to submit this into the examination at this stage, but that they wish to reserve comment until a full review has been carried out in time for Deadline 5.
2. With respect to Historic Environment, the Applicant refers the ExA to the comments made by the MMO to the Applicant on the SoCG submitted at Deadline 1, which state that whilst the MMO have no particular concerns with historic environment and historic seascape matters in relation to the TKES they would defer to other consultees in this area.

Question Number	Topic Heading/ Respondent	Question
CA 2.2	<p><i>acquiring land by negotiation</i></p> <p>The Applicant</p>	<p>DCLG Guidance states that: Applicants should seek to acquire land by negotiation wherever practicable. As a general rule, authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement fail. Where proposals would entail the compulsory acquisition of many separate plots of land (such as for long, linear schemes) it may not always be practicable to acquire by agreement each plot of land. Where this is the case it is reasonable to include provision authorising compulsory acquisition covering all the land required at the outset.</p> <p>The Updated schedule of compulsory acquisition (dated 30 November 2015) [REP3-048] shows that agreement has been reached (Column 13) with one landowner. This demonstrates no progress since the first Schedule of compulsory acquisition, submitted for Deadline 1 on 5 November 2015 [REP1-049].</p> <p>i) The Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015 [REP3-038] states that Applicant advised that since Deadline 2, a total of 3 interests had agreed terms with the Applicant. Explain this apparent contradiction with the Updated schedule of compulsory acquisition.</p> <p>ii) Having regard to the DCLG Guidance above, address the claim made in Written Summary of Oral Submissions Made on Behalf of the National Farmers Union and the Lincolnshire Association of Agricultural Valuers at the Compulsory Acquisition Hearing on 13 November 2015 [REP3-027] that there had been very little actual negotiation in respect of the acquisition of rights over land.</p> <p>iii) Detail what actions have been taken since the date</p>

		<p>of the last Schedule of compulsory acquisition submitted for Deadline 2 on 27 October 2015 [REP2-019] including detailing any meetings held with landowners or their representatives;</p> <p>iv) Adumbrate your statement in your Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015 [REP3-038] that you did decline the offer of a collective meeting with agents, as in your experience large group meetings have a tendency to become unruly.</p>
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CA 2.2

i)

1. The 'Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015' [REP3-038] gave an up to date account of the status of negotiations as of the date of that document (30th November 2015). A total of 3 interests were noted in the case summary as having agreed terms with the Applicant. These 3 interests were Joyce Blanchard, Elfed Hughes and Amanda Wood and the position reached with each of these parties is reflected in the updated 'Schedule of Compulsory Acquisition' [REP3-048] dated 30th November 2015 as follows:
 - In respect of Ms Blanchard, column 13 of page 7 of the updated 'Schedule of Compulsory Acquisition' [REP3-048] noted that "Licence has been completed". This was reference to the fact that a Licence to survey had been completed between the Applicant and Ms Blanchard. Column 12 also states 'Yes' as the documentation had been completed.
 - In respect of Mr Hughes, column 13 of page 11 of the updated 'Schedule of Compulsory Acquisition' [REP3-048] noted that "HoTs have been signed and agreement documentation is being drafted". This was reference to the fact that Heads of Terms for an Option Agreement had been agreed between the Applicant and Mr Hughes and that the formal documentation was in the process of being drafted by the Applicant's solicitors.
 - In respect of Ms Wood, column 13 of page 11 of the updated 'Schedule of Compulsory Acquisition' [REP3-048] noted that "HoTs have been signed and agreement documentation is being drafted".

This was reference to the fact that Heads of Terms for an Option Agreement had been agreed between the Applicant and Ms Wood and that the formal documentation was in the process of being drafted by the Applicant's solicitors.

2. The Case Summary erroneously noted that all 3 of the above had been agreed since Deadline 2. Only the second update above in relation to Mr Hughes is a change to the Schedule of Compulsory Acquisition since the version submitted at Deadline 2. As explained further in section iii) below, since Deadline 3, the Applicant has agreed terms with a further 3 parties.

ii)

3. The Applicant refutes the claim made in 'Written Summary of Oral Submissions Made on Behalf of the National Farmers Union and the Lincolnshire Association of Agricultural Valuers at the Compulsory Acquisition Hearing on 13 November 2015' [REP3-027] that there has been very little actual negotiation in respect of the acquisition of rights over land.
 4. As set out in paragraphs 1.31, 1.38 to 1.44 and 1.49 of the Applicant's 'Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015' [REP3-038], the Applicant has continually offered meetings with affected parties since the issue of Heads of Terms (HoTs) in December 2014. The Applicant has taken on board points made by landowners, either directly or via agents, resulting in revised HoTs with points common to all landowners being issued in September 2015, in parallel with bespoke revisions for individual landowners. The revised HoTs issued in September 2015 included a change to the method of indexing payments; and increased offers in terms of link box payments and payments for temporary construction compounds. To date, the Applicant has not had comments on these revised HoTs from a number of land agents representing a significant amount of landowners.
 5. Notwithstanding the above, the Applicant recognises that the Land Interest Group (LIG) has recently expressed a firm preference for a lease as an alternative to the acquisition of permanent rights (i.e. a permanent easement combined with a Restrictive Covenant). The Applicant has taken this request on board and has now offered to negotiate a lease of rights. This offer has been made to all relevant parties, not just to the LIG. Discussions are ongoing with the LIG, with the form of rights being discussed in meetings between the Applicant and the LIG on 3rd and 22nd December 2015. A further meeting to discuss the proposed terms is scheduled for 14th January 2016.
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6. As part of the Applicant's written response to Question CA 1.3 of the ExA's First Written Questions, the Applicant set out the contact made with specified landowners and their agents. The contact schedules within the response to CA 1.3 demonstrate the attempts made to discuss the HoTs.
 7. The Applicant has provided, as an appendix to this question response, a comprehensive contact schedule which details the Applicant's and Ardent's engagement (or in some cases attempted engagement) with the landowners from whom it is seeking to acquire land and/or rights. It should be noted that this schedule is not intended to cover all of the extensive earlier consultation, whether statutory or otherwise, which the Applicant has undertaken. Those details are explained in the Consultation Report [APP-131] and the Site Selection and Design Report [APPs 117-119]. Rather, the schedule at appended to this question response focuses upon engagement by the Applicant and Ardent from, or immediately prior to, the issue of draft HoTs by the Applicant in December 2014. The Applicant has not provided copies of the supporting documentary evidence (e-mails, letters, telephone and meeting attendance notes) as these contain without prejudice information and/or personal details.
 8. The extensive efforts which the Applicant has made to seek to reach agreement with affected parties can be readily seen from the schedule. These include:
 - meetings on site with landowners, for example Henry Catlin (page 4), DG Farming & DG Produce (page 16), Andrew and Mark Clayton (page 22), Gwendoline Anderson (page 27), Mr Hand (page 46), Shirley Crow and David Owen (Pages 64/65), Bramall Properties (page 75), Frank Smith (page 92), Paul & Jane Hassall (page 99), Peter Theobald (page 126), David Schofield (page 127) and Sam Kinning (page 129);
 - meetings with agents to discuss the requirements of their clients, see for example column 9 showing meeting dates with land agents on behalf of a large number of clients, e.g James O'Brien, Elizabeth Allen, James Boulton, Giles Johnston, Jonathan Wood, Robert Hurst representing the large majority of affected landowners (meeting dates are noted by all the clients of the above land agents);
 - responses to questions raised about the detailed proposals and how they affect particular landholdings, see for example Henry Catlin (page 4), Church Commissioners (page 46), Bramall Properties (75), John Grant Donington (Page 69) and Amanda Wood (page 128).

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9. It can also be seen from the schedule that the Applicant has repeatedly requested comments on the HoTs from land agents representing affected parties, see for example clients of James Boulton (multiple clients e.g pg 39), Jonathan Wood (multiple clients e.g pg 120), James O'Brien (multiple clients e.g pg 8), Giles Johnston (multiple clients e.g pg 44-46), Ambrose Fowler (e.g pg 6), Mary Turney (e.g pg 19).
10. However, despite the continued best efforts of the Applicant and Ardent, there has been intransigence and/or delay on the part of third parties, which has affected the Applicant's ability to progress discussions. For example:
- It can be seen from page 113 that the Applicant contacted Mr Fairburn multiple times throughout 2015, however as yet no discussions have been possible.
 - It can be seen from page 19 that the Applicant has tried to make contact with Mrs Turney representing the Crawford Family multiple times throughout 2015, however calls and letters are not being returned.
 - It can be seen from page 110 that the Applicant has tried to make progress with Jeremy Proctor on behalf of C.W. Parker, since initial contact on 11th March 2015, repeated attempts to make contact were not responded to until 21st September 2015.
 - It can be seen from page 125 that the Applicant has tried to make contact with Michael and Kathryn Evans throughout 2015. Contact was finally made by Mr Evans on 4th September 2015, and again on 1st October 2015, but no contact has been achieved since.
 - Mr James Boulton of Willsons Chartered Surveyors, who stated at the Compulsory Acquisition Hearing on 13 November 2015 that he was in regular contact with his clients, took 24 weeks to provide a list of his clients to the Applicant's land agent (from the meeting held on 20th January 2015 to the list being provided on 6th July 2015), so that the Applicant could produce individual plans for each client. After production of revised HoTs by the Applicant, following a meeting between the Applicant and Mr Boulton at his office (on 26th August 2015), Mr Boulton took over 7 weeks to issue those revised HoTs to his clients (advised they had been issued in email dated 3rd November 2015). See for example a client on page 105.
 - Mr Jonathan Wood, representing a number of clients, was met on 28th April 2015 to discuss his clients. Despite numerous attempts by the
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Applicant to make contact to follow up the meeting, no contact was received until 18th September 2015.

- The Applicant first proposed a meeting with Mr Giles Johnston of DDM Agriculture in January 2015, however, Mr Johnston stated in response that a meeting was 'premature'. The Applicant subsequently provided further information and repeatedly requested a meeting, to be told in May 2015 that Mr Johnston 'may consider a meeting, but didn't think it would be worthwhile'. A meeting to discuss the HoTs was finally agreed to in July 2015 despite no contact from Mr Johnston from 6th March 2015 to 27th April 2015. The meeting was held on 15th July 2015.

iii)

11. The progress made by the Applicant between Deadline 2 and Deadline 3 is summarised in section i) above. The updated 'Schedule of Compulsory Acquisition' [REP3-048] submitted at Deadline 3 also provided an update on the following:

- Meetings held regarding Heads of Terms (HoTs);
- Progress achieved on HoTs;
- Progress on agreements reached;
- Highlighting any envisaged impediments to reaching agreement.

12. Furthermore, the contact schedule appended to this question response provides a detailed account of the engagement that the Applicant and Ardent has had with affected parties since the Heads of Terms were issued in December 2014.

13. In the remainder of section iii) of this response, the Applicant therefore focuses on the progress it has made with negotiations since Deadline 3.

14. The Applicant has continued to make best endeavours to progress and complete private treaty negotiations. Since Deadline 3 in November 2015, the Applicant has agreed HoTs with two separate landowner interests in relation to the acquisition of the majority of the land required for the Triton Knoll Substation; the acquisition of rights for a section of cable easement; and the acquisition of land for the southern section of the permanent access road serving the Triton Knoll Substation. These HoTs have been agreed since the previous version of the schedule of compulsory acquisition was submitted on the 30th November 2015 and the updated position can be seen in column 13 of the updated CA schedule in respect of parcels 46/03, 46/04, 46/05, 46/06,

46/07, 46/08, 47/01, 47/02, 47/03, 47/04, 47/05, 47/06, 47/07, 47/08, 47/09, 47/11, 47/12, 47/13, 47/14, 47/15, 48/08, 48/09, 48/11, 48/12.

15. A further set of HoTs has also been agreed since the version of the schedule of compulsory acquisition submitted at Deadline 3 in relation to plot 10/08 and required drainage rights.
16. In relation to the LIG, as explained above, the Applicant has, since Deadline 3, offered to all relevant parties a lease as an alternative to the acquisition of permanent rights. As set out in the Applicant's response to CA 2.4, it was not until the CA hearing that the LIG made it clear to the Applicant that the position of its constituent members was that they would not recommend a permanent easement to their clients. The Applicant has responded and is in discussion with the LIG on the form of rights being sought by the Applicant, with meetings held between the Applicant and the LIG on 3rd and 22nd December 2015 and a further meeting to discuss the proposed terms scheduled for 14th January 2016.
17. The Applicant notes that there are landowners represented by agents who are not specifically listed in the LIG, but who are party to the Lincolnshire Association of Agricultural Valuers (LAAV) group. For example see the contact schedule appended to this question response, Lucie Muddiman (e.g pg 46), Claire Hannan (pg 30), Jeremy Proctor (pg 110) and Bruce Mather (pg 80). The general response from those agents has been that they will await an agreed position with the LIG before advising their clients.
18. For those landowners unrepresented by an agent, contact has been made by the Applicant by e-mail, letter and telephone as appropriate. For example, Mr Hall, Mr Clayton, Mrs Crow, Mr Owen, Mr Pocklington, Mr Greetham, Mr Fairburn and Mr Evans. Further details can be seen in the contact schedule appended to this question response.
19. However, there remain a number of landowners who have expressly stated that they do not wish to enter into a private treaty agreement, and therefore for which no further contact has been made by the Applicant in relation to the Heads of Terms. For example Wadham College (pg132), Frank Smith (pg 92), Hand Bros (pg 46).
20. There are also a few landowners who have stated they will only consider an agreement if the project receives consent, see the contact schedule appended to this question response, for example Mr Hall (pg 17), DG Farming (pg 16), DG Produce (pg16), Gwendoline Anderson (pg 27).

iv)

21. The request for a group meeting was made to the Applicant in November 2014 via letter and email from 10 land agents; Jonathan Wood, Elizabeth Allen, James O'Brien, Russell Jeanes, Robert Hurst, Geoffrey Bishop, Giles Johnston, Edward Golland, Ellie Attwood, Tom Anderson between 11th and 13th November. The proposed meeting date was to be on the 24th November 2014. Examples of the letter can be seen at Appendix 4 to the Written Representation from 67 landowners [REP1-023].
22. The Applicant had a number of concerns about this suggested approach and its firm preference was to continue with individual bilateral meetings, as opposed to a large group meeting. This was confirmed in correspondence issued in response to the request on 17th November. Examples of the letter in response can be seen at Appendix 4 to the Written Representation from 67 landowners [REP1-023].
23. Both the Applicant and the Applicant's land agent have had experiences where large group meetings with landowners and agents have been unproductive. Often, the loudest voices are heard to the detriment of others, whereas one to one meetings, or more informal exhibitions or 'drop-in' events, such as those held by the Applicant during statutory and non-statutory consultation, can result in more meaningful dialogue with affected persons. The Applicant and Ardent were therefore concerned that a large group meeting would prevent any meaningful discussions and that focus on each landowner's individual needs would be lost. It was also considered that the sheer volume of people might have made the meeting difficult to manage, which in turn can generate an unproductive and negative atmosphere.
24. It should be noted that at the time of the request, the Applicant had not yet issued Heads of Terms (HoTs) for discussion. These were under preparation and due to be issued mid December 2014. Nor was the Applicant or Ardent aware at that stage of the involvement (or remit) of the LAAV group, and/or whom it represented. Furthermore, to the best of the Applicant's knowledge, the LIG did not exist at that time, as the LIG only appears to have been constituted as a body recently, after written representations were submitted to the ExA, and after the NFU became involved. The Applicant understands that the LIG has a mandate to engage and agree matters on behalf of its constituent members. However, the Applicant was not aware in November 2014, when the request for a group meeting was made, of an equivalent body with an equivalent mandate.

25. The Applicant was therefore at that time concerned to ensure that other landowners, particularly those who were unrepresented, and who might not therefore attend the group meeting, did not feel excluded from the discussions and that they also had the opportunity to raise their concerns with the Applicant at the appropriate time.
26. Accordingly, in its response on 17th November 2014, the Applicant offered individual meetings instead in order to focus on individual client concerns.
27. This offer was taken up by a number of the agents who had made the group meeting request, including two from Brown and Co (James O'Brien and Elizabeth Allen) and James Boulton, and meetings were held with these agents on an individual basis in January/February 2015.
28. HoTs were issued in December 2014 and the Applicant has since continued to request individual meetings with landowners and their appointed representatives to seek to discuss the proposed terms.

Question Number	Topic Heading/ Respondent	Question
CA 2.4	<p>Alternative dispute resolution techniques</p> <p>The Applicant</p>	<p><i>DCLG Guidance states that: In the interests of speed and fostering good will, applicants are urged to consider offering full access to alternative dispute resolution techniques for those with concerns about the compulsory acquisition of their land. These should involve a suitably qualified independent third party and should be available throughout the whole of the compulsory acquisition process, from the planning and preparation stage to agreeing the compensation payable for the acquired properties.</i></p> <p>Evidence how this guidance has been followed in the compulsory acquisition process for the proposed Triton Knoll Electrical System.</p> <p>In setting out the evidence for this approach, address more fully the claim made by Mr James O'Brien of Brown & Co [REP3-027] that you had made it plain that you were not required to engage in mediation and that it had no intention of doing so taking into account your statement in your <i>Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015</i> [REP3-038] that you would like to clarify that you have not ruled out mediation.</p>

CA 2.4

1. Dealing firstly with the last paragraph of the above question, the Applicant reiterates that its recollection does not accord with that of Mr O'Brien. In any event, the Applicant would point out that the context of that particular discussion was within an initial meeting on the proposed heads of terms for an agreement and as such it would have been premature to consider mediation or some other form of Alternative Dispute Resolution ("ADR") technique at that initial stage of the negotiations. (For the avoidance of doubt it is understood that Mr O'Brien is

referring to a meeting on 20 January 2015, which was the initial meeting to discuss the heads of terms that had been issued on 15 December 2014). At that stage the Applicant was seeking feedback from Mr O'Brien in relation of his client's comments on the draft heads of terms and any concerns arising. The Applicant had understood that Mr O'Brien was satisfied with that response as no further request has been made to the Applicant by Mr O'Brien for any form of ADR.

2. The Applicant has precisely followed the Guidance and applied it to the factual matrix here. It has expressly considered, and continues to consider, the use of ADR. Whilst the Applicant considers ADR to be a positive process for resolution of identifiable conflicts and it remains receptive to the prospect of ADR techniques, the Applicant was not able to understand the position of the landowners agents until that position was set out in emails received by the Applicant on 3rd and 5th November 2015. In response to this clarification the Applicant has met with the National Farmers' Union (NFU) and key agents from the Land Interest Group (LIG) and further amended the heads of terms. This has permitted an informed review of the utility of ADR in the present circumstances.
3. ADR is usually most appropriate where it can unlock identifiable contrasting positions between parties. Where there have been prior meetings and constructive dialogue, it is unlikely to be appropriate or necessary to suggest any form of mediation, where engagement has not revealed identifiable contrasting positions. In addition no request has been made by the agents or landowners, other than that which arose in discussion as referred to by Mr O'Brien at the first heads of terms meeting.
4. In the event that concerns or issues are raised by landowners which are suitable for some form of ADR such as mediation, the Applicant will strongly support any request for ADR, and will similarly consider whether it is appropriate to proactively promote mediation as an option with the relevant party.
5. As it currently stands, in relation to the current negotiations, constructive progress is being made between the Applicant and the Land Interest Group, with the National Farmers' Union taking an active part in the discussions.
6. In the circumstances the Applicant does not consider it necessary or appropriate at this stage of negotiations to offer any alternative form of dispute resolution which could cut across those negotiations.

Question Number	Topic Heading/ Respondent	Question
CA 2.5	<p><i>alternatives to compulsory acquisition</i></p> <p>The Applicant</p>	<p>DCLG Guidance states that: The applicant should be able to demonstrate to the satisfaction of the Secretary of State that all reasonable alternatives to the compulsory acquisition (including modifications to the scheme) have been explored.]</p> <p>The request for the powers of compulsory acquisition are based on an approach which seeks a permanent easement combined with a Restrictive Covenant. The <i>Written Summary of Oral Submissions Made on Behalf of the National Farmers Union and the Lincolnshire Association of Agricultural Valuers at the Compulsory Acquisition Hearing on 13 November</i> [REP3-027] states that a number of the agents giving evidence, including Mr Johnston, Mr O'Brien, stated that a main concern of their clients was the request for a permanent easement rather than a lease.</p> <p>The ExA have noted your statement in your <i>Written Summary of The Oral Case put at Compulsory Acquisition Hearing on 13 November 2015</i> [REP-038] that given landowners' strong preference for a lease rather than a permanent easement, you undertook to review whether time-limited rights by way of a lease would deliver the necessary rights for the construction, operation, protection, maintenance and decommissioning of the proposed development and that this issue remains under consideration and the Applicant will report on progress at deadline 4</p> <ul style="list-style-type: none"> i) What other approaches other than a permanent easement combined with a Restrictive Covenant are being considered by you? ii) Set out the rationale for the rejection of each

		of the alternative approaches considered.
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CA 2.5

Introduction

1. There is a small number of land parcels for which the Applicant proposes to acquire the freehold title to the land. The Applicant has, however, assumed for the purposes of this question that the ExA is referring to the packages of rights sought by the Applicant in respect of the cable corridor, which for shorthand purposes are referred to as a permanent easement and a restrictive covenant.
2. In this respect, the Applicant draws a distinction between (i) the rights that it may be possible to seek by private treaty, and (ii) the rights that it is necessary to seek in the draft Order to deal with the position pertaining in the event that it is not possible to acquire rights by voluntary agreement.

Rights sought in the draft Order

3. In relation to the rights sought in the draft Order, as explained at paragraph 12.3 of the Statement of Reasons [REP1-061] the Applicant originally considered, but rejected, an approach of seeking the compulsory acquisition of the freehold title to the land required for the cable corridor; this rejection was because it did not consider this to be a proportionate approach here to land acquisition. Notwithstanding, the Applicant notes that a number of other offshore wind farm projects for which development consent has been granted, sought and were awarded freehold powers of compulsory acquisition for the cable corridor. These include: Galloper⁴, Forewind – Creyke Beck⁵ and Forewind Teeside A & B⁶ development consent orders.

⁴ <http://infrastructure.planninginspectorate.gov.uk/document/1812550>

⁵ <http://infrastructure.planninginspectorate.gov.uk/wp-content/uploads/projects/EN010021/3.%20Post%20Decision%20Information/Development%20Consent%20Order/Development%20Consent%20Order%20as%20made%20by%20the%20Secretary%20of%20State%20for%20Energy%20and%20Climate%20Change.pdf>

⁶ <http://infrastructure.planninginspectorate.gov.uk/wp-content/uploads/projects/EN010051/3.%20Post%20Decision%20Information/Decision/Development%20Consent%20Order%20as%20made%20by%20the%20Secretary%20of%20State%20for%20Energy%20and%20Climate%20Change.pdf>

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4. For the reasons previously explained in section 12 of the Statement of Reasons [REP1-061], the Applicant's response to the ExA's First Written Question CA 1.5 [REP1-044] and the Written Summary of the Applicant's Oral Case Put at Compulsory Acquisition Hearing on 13 November 2013 [REP3-038], the Applicant requires the power to compulsorily acquire rights by means of a permanent easement and a restrictive covenant. The underground infrastructure will be in the ground at least until such time as the offshore wind turbines have been decommissioned. There is no time limit placed on the life of the consented offshore array, and, whilst the agreement for lease with the Crown Estate for the offshore array is for a period of 50 years, the national infrastructure and energy policy requirements at that time could result in a renewal of that lease. The installed onshore infrastructure would similarly still be required to enable the continued operation of the offshore array. Until such time as the onshore infrastructure is decommissioned, there is a need for the Applicant to retain the rights to use, keep installed, maintain and to decommission that apparatus. Rights would also need to be retained to leave cable ducts and jointing pits in the ground, were this to be approved as part of the decommissioning plan. The Applicant is therefore unable to provide a fixed duration on the rights sought in the draft Order and it would be irresponsible of it to seek to do so without providing for detailed arrangements as to what would happen at the end of the term. Such detailed 'end of life' arrangements are a matter for a bilateral agreement between the Applicant and the relevant owner, outside the scope of the compulsory acquisition powers sought in the draft Order.
5. The Applicant maintains that it is necessary and proportionate to seek a permanent easement and restrictive covenant in the draft Order. This ensures that (i) freehold acquisition can be avoided, giving landowners certainty that they can use their land post construction, (ii) the Applicant, and the public interest in renewable generation and security of supply, have certainty that transmission rights will not end prior to decommissioning of the wind farm, and (iii) obligations relating to the maintenance and repair of the cable will remain with the undertaker, rather than becoming an additional burden/liability for the landowner.
6. Furthermore, permanent easements have been successfully and consistently used by the industry, by projects such as Gwynt Y Mor, Lincs, Greater Gabbard,

Gunfleet Sands, Thanet, Forewind wind farms⁷ (with the OFTO transfer having taken place in relation to the Gwynt Y Mor wind farm transmission assets).

7. The nature of the rights sought by the Applicant in the draft Order, are therefore unchanged and it seeks a permanent easement and a restrictive covenant. As noted, the public interest supports this.

Rights sought to be negotiated by private treaty

8. The Applicant recognises that the Land Interest Group (LIG) has recently expressed a firm preference for a lease as an alternative to the acquisition of permanent rights (i.e. a permanent easement combined with a Restrictive Covenant). The Applicant has taken this request on board and has now offered to negotiate a lease of rights. This offer has been made to all relevant parties, not just to the LIG. Discussions are ongoing with the LIG, with the form of rights being discussed in meetings between the Applicant and the LIG on 3rd and 22nd December 2015. It should be noted however, that it is not possible to secure, or negotiate, a lease by compulsory acquisition, so the powers sought under the Order are for the compulsory acquisition of permanent rights.
9. In answer to limb (i) of the ExA's question, the alternative approaches to compulsory acquisition which have been considered by the Applicant are (i) a lease of rights, and (ii) a lease of subsoil.
In answer to limb (ii) of the ExA's question, the Applicant has rejected the alternative approach of negotiating a lease of subsoil by private treaty. Further explanation is provided below.

Leases of Rights

10. A Lease of Rights is very similar to an easement, and both contain similar rights for the benefit of the Project. However, a Lease of Rights will only be granted for a defined term, whereas an easement will continue permanently. Voluntary agreements for Leases of Rights have been sought by some offshore wind farm

⁷<http://infrastructure.planninginspectorate.gov.uk/wp-content/uploads/projects/EN010021/3.%20Post%20Decision%20Information/Development%20Consent%20Order/Development%20Consent%20Order%20as%20made%20by%20the%20Secretary%20of%20State%20for%20Energy%20and%20Climate%20Change.pdf>
<http://infrastructure.planninginspectorate.gov.uk/wp-content/uploads/projects/EN010051/3.%20Post%20Decision%20Information/Decision/Development%20Consent%20Order%20as%20made%20by%20the%20Secretary%20of%20State%20for%20Energy%20and%20Climate%20Change.pdf>

projects such as West of Duddon Sands, East Anglia One and Westernmost Rough, and should be acceptable to a future OFTO which would be taking on the transmission assets. A future OFTO will want to be satisfied that the transmission rights from which the authorised project benefits will be satisfactory for its purposes in both substance and duration. At both West of Duddon Sands and Westernmost Rough, the term of the Leases of Rights is 99 years which should be acceptable to OFTOs given the anticipated life of these projects. The 99 year term reflects not only the need for a project to have the benefit of the necessary rights for a sufficient time (to include operation of the wind farm for its full operationally potential lifetime noting that consents for offshore wind farms are not time limited so that the operational life may extend well beyond the currently envisaged periods) but also the time that may be required for other logistical reasons such as decommissioning. A shorter term than 99 years could only be considered if the Lease of Rights includes a mechanism to extend the term to take account of an increased operational life of the wind farm.

Leases of Subsoil

11. A Lease of Subsoil involves the demise of a section of soil below the surface of land. In contrast to both Leases of Rights and easements, the tenant under a Lease of Subsoil will have possession of the area demised to the exclusion of all others. The tenant would 'own' the area demised for the duration of the Lease, and will benefit from rights over the landowner's retained land e.g. of access to the subsoil. As Leases of Subsoil are 'true leases' to the extent that they involve the actual demise of an area of land, matters relevant to any other lease, including decommissioning, Landlord and Tenant Act 1954 procedures, and landowner rights to forfeit the Lease become relevant and are likely to be points which are individually negotiated by landowners. This introduces the possibility of significant variation between the various land interests, which the Applicant needs to minimise as it creates risk to the authorised project, particularly when applied to a cable route with many landowners.

Third party occupiers

12. Leases of Subsoil are more complicated when it comes to dealings with third party occupiers (such as a tenant under a farm business tenancy) who will almost certainly utilise the surface and may well use the land in an invasive way through normal course of dealings. On grant of a Lease of Subsoil, vacant possession needs to be given to the undertaker in order for the rights (i.e. the demise of the subsoil and rights over the landowner's retained land) to be fully

granted. To be given vacant possession, relevant interests need to be surrendered so that they do not interfere with the rights granted pursuant to the Lease of Subsoil. This is unattractive to landowners as getting third party occupiers to agree to this is time consuming, can be costly and can strain relations between landowners and occupiers where all parties are not comfortable with the terms of the surrender. For example, the Lease of Subsoil may lead to sterilisation of the strip of land where the undertaker seeks to exercise rights which will not be favourable to a landowner nor an occupier. Sterilisation could occur as the undertaker would seek to minimise any activity on the surface by parties with whom the undertaker does not have a contractual relationship (such as occupiers, following a surrender). A significant consideration for landowners is the detrimental impact that a Lease of Subsoil is likely to have on land valuation due to the sterilisation of the surface.

13. In contrast, a Lease of Rights would merely require the relevant third party's consent as opposed to vacant possession. This would allow the landowner and relevant third parties to continue to operate on the surface subject to obligations (which would be necessary in any contractual agreement) not to interfere with the undertaker's operations. The grant of the Lease of Rights would not involve any partitioning of the landowner's subterranean interest from the surface ownership, which would have less of a detrimental impact on the land value than if a Lease of Subsoil were granted, would involve less legal input (to deal with necessary surrenders) and from a practical perspective would not sterilise the surface to the same degree as a Lease of Subsoil.

Restrictive Covenants and Rights Granted

14. The restrictive covenants needed to protect the authorised project can be obtained via either a Lease of Rights or a Lease of Subsoil. However, the terms of a Lease of Subsoil will be more involved as it would need to make the distinction between demised property and retained land in the Lease of Subsoil. This process may increase the time taken to negotiate the Lease of Subsoil.
15. The rights granted can also be dealt with in both types of documents. In the Lease of Subsoil, the rights need to attach to the demise rather than simply affect the landowner's land (and benefit the authorised project) which is the case for the Lease of Rights. The process is more complicated with a Lease of Subsoil and could lead to a lengthier negotiation process.

Assignment

16. A key consideration for the nature of the rights sought is the ability to freely assign the cable interests (be that within a Lease of Subsoil or a Lease of Rights) to an OFTO without landowner consent. With a Lease of Rights the rights benefit the generation asset as a whole and flow with assignment of the same. In contrast, a Lease of Subsoil would require the mechanical process of assignment to be undertaken in respect of each Lease of Subsoil. This could lead to a delay in the transfer of assets to an OFTO, and increased costs and administrative burden, contrary to the economic and efficiency test to which the Applicant is subjected.

Registration

17. Both Leases of Subsoil and Leases of Rights need to be registered at Land Registry. However, whilst a Lease of Subsoil will be given its own title number, a Lease of Rights need only be noted on the landowner's title once granted. As a Lease of Subsoil obtains its own title number, where an assignment of a Lease of Subsoil takes place to an OFTO another application will need to be made to formalise the assignment. With a large number of landowners this will not be attractive to an OFTO as separate applications will need to be made for each parcel of land across the cable route to formalise the assignment, which will be a significant administrative task and require significant policing.

Summary

18. While the Applicant maintains that it is necessary to seek powers to authorise the compulsory acquisition of a permanent easement in the draft Order, the Applicant has agreed to progress private treaty discussions with landowners on the basis that Leases of Rights can be procured as an alternative to compulsory acquisition. Leases of Subsoil would be more onerous for landowners and tenants of the land, would create an unacceptable risk to the authorised project, notably in relation to the transfer of land interests to an OFTO, as a result of the potential for significant variations in the rights secured and increased cost and delay in securing a successful assignment.

Question Number	Topic Heading/ Respondent	Question
CA 2.6	<p><i>Alternatives to compulsory acquisition</i></p> <p>The National Farmers Union and Lincolnshire Association of Agricultural Valuers</p>	<p>In your Written Summary of Oral Submissions Made on Behalf of the National Farmers Union and the Lincolnshire Association of Agricultural Valuers at the Compulsory Acquisition Hearing on 13 November 2015 [REP3-027] you state that the compulsory acquisition of land or rights over land is a draconian measure which should only be sanctioned as a measure of last resort.</p> <p>Show where in statute or guidance the test of ‘last resort’ is required or suggested.</p>

CA 2.6

1. Whilst the Applicant notes that this question has been directed at the National Farmers Union and the Lincolnshire Association of Agricultural Valuers, the Applicant would point out that the Planning Act 2008 (“2008 Act”) and its associated guidance (*Guidance related to procedures for compulsory acquisition of land (September 2013)* (“September 2013 Guidance”)) expressly envisage that promoters of nationally significant infrastructure projects should, where appropriate, employ compulsory acquisition powers as a mechanism for ensuring that such projects of national significance can be delivered.
2. In addition to the paragraphs of the September 2013 Guidance to which the ExA have drawn attention in the questions on compulsory acquisition, the Applicant would like to draw attention to paragraph 2 of the recent updated DCLG *Guidance on Compulsory purchase process and the Crichel Down Rules for the disposal of surplus land acquired by, or under the threat of, compulsion* (October 2015) which advises:

“Acquiring authorities should use compulsory purchase powers where it is expedient to do so. However, a compulsory purchase order should only be made where there is a compelling case in the public interest. ... However, if an acquiring authority waits for negotiations to break down before starting the

compulsory purchase process, valuable time will be lost. Therefore, depending on when the land is acquired, it may often be sensible, given the amount of time required to complete the compulsory purchase process, for the acquiring authority to:

- *plan a compulsory purchase timetable as a contingency measure; and*
- *initiate formal procedures.”*

3. This is similar in nature to paragraphs 25 and 26 of the September 2013 Guidance referred to at CA 2.2 above.
4. Section 20 of, and Schedule 5 to, the 2008 Act clearly provide that a development consent order may make provision relating to, or matters ancillary to development which include the acquisition of land, compulsorily or by agreement as well as the creation or extinguishment of, or interference with interest in or rights over land compulsorily or by agreement. Under the 2008 Act regime, those powers are streamlined into a single order conferring both development consent for the project and compulsory acquisition powers to the land required to implement it, and so must be brought forward together at the same time. The authorised project will connect the consented Triton Knoll offshore wind farm to the National Grid.
5. Furthermore, paragraph 2.2.3 of National Policy Statement for Electricity Networks Infrastructure (EN-5) is clear that in order to be able to lawfully install, inspect, maintain, repair, adjust, alter, replace or remove an electric line (above or below ground) and any related equipment, such as poles, pylons/transmission towers, transformers and cables, network companies need either to own the land on, over or under which construction is to take place or to hold sufficient rights over, or interest in that land (typically in the form of an easement).
6. Paragraph 2.2.4 of NPS EN-5 goes on to point out that where the network company does not own the relevant land itself, it may reach a voluntary agreement that gives it either an easement over the land or at least a wayleave permission to use it during the tenure of the current owner or occupier. Where it does not succeed in reaching the agreement it wants, the company may, as part of its application to the IPC, seek to acquire rights compulsorily over the relevant land by means of a provision in the DCO.
7. In light of the above, the Applicant does not accept that the compulsory acquisition of land or rights over land (including the restrictive covenant) in these circumstances is a draconian measure which should only be sanctioned as a

measure of last resort. Rather, where there is a compelling case in the public interest it is a necessary measure so as to give effect to national policy, including the need for new electricity network infrastructure as explained in Section 3.7 of the overarching National Policy Statement for Energy (EN-1).

Question Number	Topic Heading/ Respondent	Question
CA 2.7	<p><i>The need for the land proposed to be subject to compulsory acquisition</i></p> <p>The Applicant</p>	<p>S122 of the PA 2008 states that:</p> <ul style="list-style-type: none"> (1) An order granting development consent may include provision authorising the compulsory acquisition of land only if the decision-maker is satisfied that the conditions in subsections (2) [is] met. (2) The condition is that the land <ul style="list-style-type: none"> (a) is required for the development to which the development consent relates, (b) is required to facilitate or is incidental to that development <p>DCLG Guidance states that: the Secretary of State will need to be satisfied that the land to be acquired is no more than is reasonably required for the purposes of the development.</p> <p>The Compulsory acquisition clarification paper [REP3-053] states that you propose to use temporary possession powers for construction purposes and to only exercise compulsory purchase powers when the scope of the Easement Width is known.</p> <p>At present the DCO authorises the CA of rights over all the land identified. It also authorises the temporary possession of this land. This will permit the undertaker to use temporary powers and then only to CA what it actually needs.</p> <p>However it does not prevent the undertaker exercising their power to CA rights over all of the land.</p> <p>Comment.</p>

CA 2.7

1. The Applicant has explained in its Compulsory Acquisition Case clarification paper [REP3-053] how the undertaker is restricted from acquiring rights compulsorily over land which is not required for, or incidental to the proposed development. To do so would be *ultra vires*. The Applicant does not repeat those submissions made in the clarification paper here.
2. The Applicant submits that it would be irresponsible for a promoter, having regard to what is known and reasonably anticipated about the requirements of the proposed development at this stage and the scope of the authorised works for which development consent is sought, to promote a minimum cable corridor width for the reasons given below.
3. In the *Onshore Export Cable Corridor Requirements Paper* [REP2-028], the Applicant explained a number of the factors and reasons why it is not possible or indeed wise to reduce the 60 metre corridor any further at this stage. Further detail is provided in *Addendum A: Further detail regarding the TKES cable corridor* document, which is Appendix 29 to the Applicant's Deadline 4 submission. To do so could risk the Applicant having to halt the delivery of the proposed development and to seek additional compulsory purchase powers at a later date. Furthermore, to draw a narrower corridor would risk rendering the project undeliverable.
4. In order to meet Government electricity generation targets as set out in EN-1 and EN-5, the Applicant has secured a development consent for an offshore array to generate up to 1200 megawatts (MW).
5. Having decided to reduce the scale of the project to a maximum 900 MW for which a grid connection has been agreed, the Applicant is planning for the construction of a 900 MW project, the works and rights for which are required to be delivered and sought over a 60 metre wide corridor.
6. As an undertaker with an electricity generation licence, the Applicant is under a duty to deliver an economic and efficient asset which will be transferred to an OFTO. This duty affects the Applicant's approach to both the securing of permanent rights over the land where the proposed infrastructure will be located, but also the approach to the temporary powers sought. For example, quite clearly from a cost, practicality, environmental impact and proportionate use of powers perspective, it would not have been appropriate or proportionate - or indeed practicable - for the Applicant to have sought powers along the entire cable corridor, prior to the grant of development

consent, to undertake intrusive surveys so as to ascertain precisely the ground conditions along the route and the location and depth of land drains and/or other potential obstructions. Survey rights are sought over the 60 m cable corridor to inform the final design iteration of the cables and to allow for any necessary micro-siting of cables that may be required.

7. The Applicant is seeking powers of compulsory acquisition which correspond with the scope of the scheduled works for which development consent is sought. It is not possible to reduce the scope of acquisition within the limits of those scheduled works without putting at risk the deliverability of the entire project.
8. Given the number of imponderables, such as spacing, depth and rating of cable circuits; the location of the temporary haul road; the potential number of constraints/obstructions which will need to be routed around; it is essential that the compulsory acquisition of rights is authorised over all of this land.

Question Number	Topic Heading/ Respondent	Question
CA 2.8	<p><i>The need for the land proposed to be subject to compulsory acquisition</i></p> <p>The Applicant to note</p>	<p>You were asked during the Compulsory Acquisition Hearing held on 13 November 2015 whether the Order limits in the vicinity of Work No 50A were drawn to reflect a sub-station using air insulated switchgear or using gas insulated switchgear. You committed to seeking advice on this.</p> <p>The ExA have noted your response in paragraphs 1.86 to 1.88 in your Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015 [REP3-038] and reserve the right to examine this further at the Compulsory Acquisition Hearing to be held on 20 January 2015.</p>

CA 2.8

1. The Applicant notes that the ExA may examine this further at the 20 January 2016 Compulsory Acquisition Hearing.
2. The Applicant would like to note that the order limits presented for Work 50 (the substation enabling works; Work No 50A for the connection of the electrical circuits to the transmission network; the substation enabling works and landscaping and drainage, utilities connections, temporary and permanent access roads, a security gate, cabling and ducting to the north west of the existing National Grid substation at Bicker Fen) and Work 51 (the temporary construction compound for Work No 50) are the same whether an AIS or GIS solution is chosen within Work 51A (the substation compound).
3. The areas (up to 8.6 ha if AIS design and up to 6.9 ha if GIS design) for the Above Ground Electrical Infrastructure (AGEI) set out in para 1.195 of Chapter 1, Volume 3 of the ES Onshore Project Description [APP-042] relate solely to Work No 50A, and do not affect the land required to deliver other necessary parts of Work No 50.

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4. The land set aside for the required mitigation planting, as illustrated in Figure 7-2 of Document 8.8, *Outline Landscape Strategy and Ecological Management Plan* [APP-109], will also ensure that, as the written landscaping scheme is developed and agreed with the relevant local planning authority (Boston Borough Council), as secured by Requirement 9 of the draft DCO, elements of the detailed scheme design, such as the cable route exit and entry which require shallow rooted tree species, do not compromise the screening effect of the planting and there is sufficient and appropriate land available to provide an effective screen of the proposed development. It is essential that the Applicant acquires the land for mitigation planting at the substation, as the planting is an integral part of the above ground development for which exclusive possession and control is required for the safe construction, operation and maintenance of these installations and associated infrastructure and works.
 5. The screen planting proposed around the perimeter of the Above Ground Electrical Infrastructure (AGEI) provides a sufficient level of landscape and visual mitigation in the event that either the AIS or GIS option are built out at the Substation site. There is a limited difference between the AGEI footprint of the AIS and GIS options (8.6 ha and 6.9 ha respectively) and, given that the landscape and visual effects of each option would be very similar, it is important that the land set aside for mitigation is retained in relation to either option.

Question Number	Topic Heading/ Respondent	Question
CA 2.9	<p><i>Compelling case in the public interest</i></p> <p>The Applicant to note</p>	<p>(1) <i>An order granting development consent may include provision authorising the compulsory acquisition of land only if the decision-maker is satisfied that the conditions in subsections (3) [is] met.</i></p> <p>(3) <i>The condition is that there is a compelling case in the public interest for the land to be acquired compulsorily.</i></p> <p><i>DCLG Guidance states that:... the Secretary of State will need to be persuaded that there is compelling evidence that the public benefits that would be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired. Parliament has always taken the view that land should only be taken compulsorily where there is clear evidence that the public benefit will outweigh the private loss.</i></p> <p><i>The ExA have noted your response in paragraphs 1.74 to 1.78 in your <i>Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015</i> [REP3-038] and reserve the right to examine this further at the Compulsory Acquisition Hearing to be held on 20 January 201[5].</i></p>

CA 2.9

1. The Applicant would remind the ExA that the “compelling case” condition is one of *two* conditions which must be met to the satisfaction of the Secretary of State before compulsory acquisition can be authorised.

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2. As explained at paragraphs 1.76 to 1.77 of the Applicant's *Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015* [REP3-038], paragraph 13 of the DCLG guidance titled "*Guidance related to procedures for the compulsory acquisition of land*" published in September 2013 ("the 2008 Act Guidance") explains that for the "compelling case" condition to be met, the Secretary of State will need to be persuaded that there is compelling evidence that the public benefits that would be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired.
 3. Paragraph 14 of the 2008 Act Guidance goes on to explain that in determining where the balance of public interest lies, the Secretary of State will weigh up the public benefits that a scheme will bring against any private loss to those affected by the compulsory acquisition. The Applicant therefore considers that the compelling case for compulsory acquisition, as elucidated in paragraph 14 of the 2008 Act Guidance, is inextricably linked to the case/need for, and benefits of, the project in respect of which the compulsory powers are sought.
 4. The need for the proposed development, in the context of national and international legislative and policy requirements, is particularised in the Planning Statement [APP-096.]
 5. As explained in the Applicant's Responses for Deadlines 1,,2 and 3, and in the response to ExA Second Question CA 2.2 above, the Applicant has made, and continues to make, strenuous efforts to acquire the Order land by agreement with landowners. For example, the Applicant recognises that the Land Interest Group (LIG) has recently expressed a firm preference for a lease as an alternative to the acquisition of permanent rights (i.e. a permanent easement combined with a Restrictive Covenant). The Applicant has taken this request on board and has now offered to negotiate a lease of rights. This offer has been made to all relevant parties, not just to the LIG. Discussions are ongoing with the LIG, with the form of rights being discussed in meetings between the Applicant and the LIG on 3rd and 22nd December 2015. A further meeting to discuss the proposed terms is scheduled for 14th January 2016.

Question Number	Topic Heading/ Respondent	Question
CA 2.10	<p><i>Human Rights</i></p> <p>The Applicant</p>	<p>DCLG Guidance states that: the Secretary of State must ultimately be persuaded that the purposes for which an order authorises the compulsory acquisition of land are legitimate and are sufficient to justify interfering with the human rights of those with an interest in the land affected. In particular, regard must be given to the provisions of Article 1 of the First Protocol to the European Convention on Human Rights.</p> <p>Article 1 of the First Protocol to the European Convention on Human Rights has been incorporated into of Schedule 1 of the 2008 Human Rights Act and states that: <i>Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law.</i></p> <p><i>The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest...</i></p> <p>Justify the restrictions sought and the framing of these for each of the provisions of the Restrictive Covenant as set out in Schedule 5 of the draft DCO in relation to the entitlement to the peaceful enjoyment of possessions.</p>

CA 2.10

1. As explained in Section 4 of the Planning Statement [APP-096], the proposed development is an essential and integral component of the delivery of the renewable electricity from the consented Triton Knoll Offshore Wind Farm array and is thus

critical to the attainment of the Government's energy supply and climate change objectives as described in National Policy Statements (NPS) EN1 and EN3.

2. Were the physical integrity of the proposed development to be put at risk from interference/damage, the safety of the public, continuous supply of electricity and attainment of the aforementioned climate change objectives would be jeopardised.
3. It is therefore necessary to seek power to impose the restrictive covenant for the following reasons/purposes:
 - (1) to safeguard what will be a nationally significant asset, that will be part of the national electricity transmission network, meeting a renewable energy need that is firmly enshrined in government policy via the NPS;
 - (2) to protect the physical integrity of the proposed development, by preventing interference with/damage to it, and by ensuring that it can be easily accessed for maintenance;
 - (3) to ensure the continued transmission of electricity so as not to compromise the national yield;
 - (4) to prevent injury to members of the public which may result from damage to or interference with the installed infrastructure.
4. For the same reasons, restrictive covenants have been included in other development consent orders which authorise the compulsory acquisition of rights, such as The Rampion Offshore Wind Farm Order 2014⁸ and The East Anglia One Offshore Wind Farm Order 2014⁹. Furthermore, it is standard practice for other statutory undertakers, such as National Grid, to impose similar restrictions to protect their infrastructure/assets.
5. As explained at paragraph 1.69 of the *Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015* [REP3-038], paragraph (a) of the restrictive covenant seeks to prevent anything being done on the relevant land parcels for the purpose of the erection of any buildings or construction, erection or any other works requiring foundations or footings which may damage or prevent access to the proposed development for the purpose of

⁸ <http://infrastructure.planninginspectorate.gov.uk/Document/2612560>

⁹ <http://infrastructure.planninginspectorate.gov.uk/document/2550703>

maintenance. This is a critical requirement to protect the integrity of the cables and to ensure that they can be easily accessed for the purpose of maintenance and repair.

6. The Applicant proposes to modify paragraph (a) so that the prohibition on “works of any kind” is limited to intrusive works, such as the construction of foundations and footings, and to make provision for the Applicant to consent to specified works, where the Applicant is satisfied that the proposed works do not pose a risk..
7. Paragraph (b) of the restrictive covenant seeks to prevent the construction of hard surfaces on the relevant land parcels without the consent of the Applicant. Again, this restriction is imposed to protect the integrity of the cables and to ensure that they can be easily accessed for the purpose of maintenance. The Applicant’s consent can however be sought for such activities and, where the Applicant is satisfied that the proposed works do not pose a risk, such consent will be readily given.
8. The Applicant proposes to modify paragraph (b) of the restrictive covenant to make it clear that it does not restrict the maintenance or repair of existing hard surfacing; or restrict works consisting of the laying or re-laying of hard core surfaces/tracks that do not involve manholes, access chambers or other access points on the surface of the land. The Applicant also proposes to remove the proviso in the consent mechanism that permits consent to be reasonably withheld by the Applicant where the proposed works render the project materially more *expensive*.
9. Paragraph (c) of the restrictive covenant seeks to prevent without the prior consent of the Applicant excavations or other agricultural practices from being undertaken on/in the relevant land parcels below a depth of 0.6m from the surface of the land, and/or activities which alter the ground cover or soil level. The purpose of this restriction is to protect the apparatus from interference and/or damage and to protect members of the public/landowners from associated injury. Concerns have been raised by landowners that this would prevent ordinary agricultural activities, such as ploughing or sub-soiling, and/or the flushing, maintenance or operation of existing land draining systems. The Applicant therefore proposes to modify paragraph (c) of the restrictive covenant to enable specified activities which will not jeopardise the physical integrity of the proposed development to be undertaken without the need to obtain the Applicant’s prior consent. Please see further the Applicant’s response to SE 2.9 in this regard.
10. The Environment Agency, the Internal Drainage Boards and Lincolnshire County Council (in its capacity as local highways authority) have also raised concerns

that paragraph (c) would prevent the exercise of their statutory functions. Whilst the proposed restriction cannot as a matter of law fetter statutory functions, the Applicant proposes to modify paragraph (c) of the restrictive covenant , to make it absolutely clear that it does not prohibit works reasonably required to be carried out by a body exercising its statutory functions or statutory rights.

11. Paragraph (d) of the restrictive covenant seeks to prevent the risk of damage associated with the planting of deep rooted plants and shrubs above the installed infrastructure. As explained in response to paragraphs 34 and 35 of the Additional Representations made by Lincolnshire County Council at Deadline 3 [REP3-024] (please see Appendix 6 to the Applicant's Deadline 4 response), the Applicant's view is that the protection of the cables, both for system integrity and for the safety of the public, is paramount in determining what restrictions are required in proximity to the cables. Deep rooted species have the potential to affect the integrity of the cable ducts and ultimately the cables themselves, should roots grow between or under ducts. Over time, strong root systems in deep rooted species can heave cable ducts and disrupt cable joints and can crush cable ducts and affect the integrity of the cable sheath and ultimately the cable core. Should this occur the presence of deep root systems is likely to increase the complexity of the remedial action required. In addition larger trees, if felled by wind throw, provide the potential to expose the cable ducts should the root plate topple and bring large amounts of soil with it.
12. The Applicant proposes to modify paragraph (d) to make it clear that it does not restrict existing planting but prohibits new planting and growing without consent (or permitting such growing). The Applicant also proposes to remove the proviso in the consent mechanism that permits consent to be reasonably withheld by the Applicant where the proposed planting renders the project materially more *expensive*.
13. Paragraph (e) seeks to prevent any works which may render the authorised project or any part of it in breach of any statute or regulation for the time being in force and applicable. No changes are proposed to this provision as it is essential that the Applicant can at all times comply with the relevant regulatory framework.
14. As explained in the Applicant's response to ExA question SE 2.10, having received substantive feedback on the proposed form of restrictive covenant included in Schedule 5 of the draft DCO for the first time at the CA Socio-economic and CA Hearings, the Applicant has reviewed the nature of the restrictive covenant and where it should apply.

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15. A revised form of restrictive covenant, modified as explained above, has been provided for discussion purposes to Lincolnshire County Council, the Environment Agency, the Land Interest Group and the three Internal Drainage Boards (Black Sluice Internal Drainage Board, Lindsey Marsh Drainage Board, and Witham Fourth Internal Drainage Board). The proposed revised form of covenant is included in the *Note of proposed modifications to the form of Restrictive Covenant* which forms Appendix 30 to this Deadline 4 response and the Applicant is actively seeking feedback from those parties on the revised terms.
16. It is important to note that the Applicant is not seeking to prevent the continued use of the land over which it requires rights. The landowners will retain ownership and may continue to farm their land as before. However, for the reasons aforementioned, the Applicant needs to ensure that certain intrusive works can only be undertaken with its consent.
17. Mitigation adopted to minimise impacts on agricultural activities during construction and operation are principally set out in the Outline Soil Management Plan (Revision B) and the Outline Construction Method Statement (Revision B) (Appendices 25 and 21 of the Applicant's Response to Deadline 4 respectively). These plans are secured through Requirement 14 of the draft DCO.
- The Outline Soil Management Plan includes measures relating to the suite of pre and post construction surveys, protection of soils and biosecurity, management and reinstatement of drainage systems, location of link boxes, and soil aftercare activities. The Outline Construction Method Statement includes measures relating to general construction management, cable burial depth, installation methodologies, management of water, working hours, hauls roads and accesses.
 - The Outline Soil Management Plan (Revision B) (Appendix 25 of the Applicant's Response to Deadline 4) outlines the Role of the Agricultural Liaison Officer, which is critically important to the appropriate management of the proposed developments interactions with existing agricultural operations.
 - Further the Outline Soil Management Plan contains the Applicant's important commitment to *"compensate the Occupier on a proven business loss basis for any damages or losses caused as a direct result of the use of, or access to or from, the Easement Strip, subject to receipt and approval of a claim submitted in a format as requested by the Applicant."*
18. As explained in Section 14 of the Statement of Reasons [APP-012], the Guidance (Planning Act 2008: Guidance Related to Procedures for the Compulsory
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Acquisition of Land, published September 2013), makes it clear that authority promoter should be sure that the purposes for which it is seeking compulsory acquisition powers sufficiently justify interfering with the human rights of those with an interest in the land affected. In making this assessment, a promoter should have regard, in particular, to the provisions of Article 1 of the First Protocol and Article 6 of the Convention and, in the case of a dwelling, Article 8 of the Convention.

19. The Order is being pursued in the public interest as required by Article 1 of the First Protocol. The Applicant considers that the Order will strike a fair balance between the public interest in the implementation of the proposed development and those private rights which will be affected by the Order.
20. The proposed development has been extensively publicised and consultation has taken place with the community and key stakeholders in the area, including landowners. All those affected by the Order have been notified, have had the right to make representations and/or objections and have had, and will again have, the opportunity to be heard at a public hearing, subject to the usual procedural rules. The statutory processes and associated right for those affected to pursue remedies in the High Court where relevant, are compliant with Article 6.
21. The Applicant considers that such interferences as may occur with the making and implementation of the Order are in accordance with the law, pursue a legitimate aim, and are proportionate having regard to the public interest that the proposed development will bring which will benefit the economic well-being of the area and deliver the Government's sustainable energy objectives. It is also proportionate having regard to the alternative means of securing the proposed development (please see further the Applicant's responses to CA 2.5 and CA 2.6) and having regard to the mitigation measures proposed (see paragraph 13 above).
22. Those directly affected by the Order will be entitled to compensation which will be payable in accordance with the Compulsory Purchase Compensation Code and assessed on the basis of the market value of the property interest acquired, together with disturbance (including crop loss payments) and statutory loss payments where applicable. The reasonable surveying and legal fees incurred by those affected will also be paid by the Applicant. The Compulsory Purchase Compensation Code has been held to be compliant with Articles 8 and Article 1 of the First Protocol.
23. In pursuing the Order, the Applicant has carefully considered the balance to be struck between the affect of the compulsory acquisition of rights (including the

imposition of restrictive covenants) on individual rights, and the wider public interest in the proposed development. Interference with Convention rights is considered by the Applicant to be justified due to the need to tackle climate change, maximise economic opportunities, secure energy supply and deliver much needed new energy infrastructure. The proposed development will also assist the Government in reaching its target of obtaining 20% of the UK's electricity supply from renewable sources by 2020. Compulsory acquisition of third parties' land and interests within the Order Limits, including the imposition of restrictive covenants, is necessary to allow the proposed development to proceed and for these benefits to be delivered.

24. As such, the Applicant considers that the interference with the human rights of those parties with interests in the Order Limits is justified in the public interest and that the use of compulsory acquisition powers, including the imposition of restrictive covenants, is proportionate.

Question Number	Topic Heading/ Respondent	Question
CA 2.11	<i>Impediments</i> The Applicant	<p>DCLG Guidance states that: applicants will need to be able to demonstrate that any potential risks or impediments to implementation of the scheme have been properly managed.</p> <p>In respect of the proposed ‘unlicensed’ development at Bicker Fen sub-station, the ExA have issued a Procedural Decision to accept changes to the application. These changes potentially involve linking into the grid on a site that is currently scrubland and an access road.</p> <p>i) What certainty can you have that that you will have the ability that you can link into the grid at the time your project requires?</p> <p>ii) What certainty do you have that NGET will not require you to make one or more further changes to the location of your unlicensed works forcing you to seek further changes to your application – or to the DCO if it were to be approved?</p>

CA 2.11**i)**

1. The Applicant, Triton Knoll Offshore Wind Farm Limited (TKOWFL) has a Construction Agreement and Bilateral Connection Agreement (the “Agreements”) with National Grid Electricity Transmission plc (NGET), the owner and operator of the high voltage electricity transmission network in England and Wales. The Agreements require NGET to connect the wind farm project to the transmission system with an export capacity of up to 900 megawatts (MW) into the Bicker Fen substation by 1st April 2022. Any generation project that wishes to transmit electricity to the national grid has such an agreement with NGET.

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2. The changes to the position of the Applicant's unlicensed works at the Bicker Fen substation were a direct result of NGET's need to reconfigure the substation to allow for further connections to be made. NGET's response to Deadline 3(REP3-107) confirms at paragraph 5 that:

“When considering the modifications that are needed at Bicker Fen an efficient, co-ordinated and economical design is therefore required which will also support the installation of additional SGTs to serve the planned generation connection as well as additional capacity in anticipation of future proposals.”

(ii)

3. The Connection and Use of System Code entitles NGET to amend certain terms of the Agreements under certain circumstances. However NGET as transmission licensee has to operate in relation to the Agreements within the governance regime of the electricity industry including the Electricity Act (as amended) and in compliance with the terms of its transmission licence. TKOWFL considers that the proposed revised layout and the scheme's inherent flexibility flexibility that has been incorporated will accommodate relocation of TKOWFL's bays within both the existing and potentially extended boundary of the NGET substation.
4. As a result the Applicant does not consider that the NGET connection at Bicker Fen is an impediment to the implementation of the proposed development.

Question Number	Topic Heading/ Respondent	Question
CA 2.12	<i>Impediments</i> The Applicant	<p>DCLG Guidance states that: applicants will need to be able to demonstrate that they have taken account of any other physical and legal matters pertaining to the application, including the programming of any necessary infrastructure accommodation works and the need to obtain any operational and other consents which may apply to the type of development for which they seek development consent.</p> <p>The ExA see question DCO 2.13, above, as being relevant and important in this respect</p>

CA 2.12

1. The Applicant refers to its Additional Consents document [APP-121] and confirms all other physical and legal matters pertaining to the application have been taken into account.
2. The Applicant confirms that the following consents have been obtained and submitted to the ExA:-
 - a) section 135 consent from The Crown Estate Commissioners submitted at Deadline 1 [REP1-064];
 - b) the Highways Agency Historical Railways Estate submitted at Deadline 3 [REP3-051] ; and
 - b) letter of no impediment from Natural England submitted at Deadline 1 [REP1-065].
3. The Applicant acknowledges the importance of and the need for obtaining the consent of the Environment Agency and the Internal Drainage boards to

the dis-application of the legislative provisions contained in Article 6 of the draft DCO.

4. The Applicant has continued to progress a draft Joint Statement with LCC concerning the saved provisions of the Lindsey County Council (Sandhills) Act 1932 (“Sandhills Act”) (amongst other things). The final agreed Joint Statement forms part of Appendix 6 to this Deadline 4 Response.
5. As explained in paragraphs 6.7 and 6.8 of the Joint Statement, while the Applicant reserves the right to argue elsewhere should it be necessary to do so, that the Sandhills Act does not apply, the Applicant agrees that it is expedient to insert a provision into Article 6 of the draft Order dis-applying the Sandhills Act. This is included in the revised draft Order submitted to the Examination for Deadline 4 as follows (new text in red):

2. “Application and modification of legislative provisions

3. —(1) Regulation 6 of the Hedgerows Regulations 1997⁽¹⁰⁾ shall be modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—
4. “(k) or for carrying out development which has been authorised by development consent made pursuant to the Planning Act 2008.”
- b. The following provisions do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project—
 - i. section 109 (structures in, over or under a main river) of the Water Resources Act 1991⁽¹¹⁾;
 - ii. the provision of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 to the Water Resources Act 1991, which requires consent or approval for the carrying out of works;
 - iii. section 23 (prohibition of obstructions etc. in watercourses) of the Land Drainage Act 1991⁽¹²⁾;
 - iv. the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act which require consent or approval for the carrying out of works; **and**
(e) the Lindsey County Council (Sandhills) Act 1932.”

(10) S.I 1997/1160

(11) 1991 c.57

(12) 1991 c.59

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5. The Environment Agency and the Internal Drainage Boards (IDBs) have agreed in principle to the disapplication of the legislative provisions (the Applicant refers to its response to DCO 2.13 and the Additional Consents Document). However, the Applicant understands that it is a matter of procedure for the EA and the IDBs that final written consent to the dis-application of the legislation cannot be given until the protective provisions and any other outstanding matters have been agreed. The Applicant is continuing to work with the Environment Agency and the IDBs to agree all outstanding matters.
 6. The Applicant is confident that these consents will be in place before the close of the Examination and subject to this being the case, no other impediments have been identified.
 7. In a letter issued under the Infrastructure Planning (Examination Procedure) Rules 2010 on 11 December 2015, the ExA issued a procedural Decision to accept a request from the Applicant to change the proposed location of works required to connect the proposed development to the National Grid sub-station at Bicker Fen. The Applicant entered into a grid connection agreement with National Grid in 2012.

Question Number	Topic Heading/ Respondent	Question
CA 2.13	<i>Funding</i> The Applicant	<p>Paragraph 3.3 of the Funding Statement [APP-013] states that it will not be necessary to obtain any third party funding in respect of the land assembly requirements of TKES.</p> <p>Can you confirm that you will not be seeking loans or other sources of funding for land assembly and compulsory acquisition?</p>

CA 2.13

1. The Applicant, Triton Knoll Offshore Wind Farm Limited (TKOWFL), is owned equally by two shareholders, RWE Innogy UK Limited and Statkraft UK Limited. Statkraft A/S the ultimate parent of Statkraft UK Limited, announced a new investment plan on 16th December 2015 including in respect of offshore wind. Statkraft's new investment plan includes a commitment not to invest in new offshore wind projects.
2. Following the Statkraft statement, TKOWFL has communicated that Statkraft's commitment to Triton Knoll has not materially changed since the funding statement for Triton Knoll was issued. TKOWFL confirms that Statkraft will continue to fund the development of the Triton Knoll project in accordance with the joint venture arrangements entered into with RWE in February 2015. The Statkraft and TKOWFL communications confirm that Statkraft will remain committed to Triton Knoll until at least the award of a Contract for Difference (CFD) when a process for the injection of new investment will be progressed; this remains as originally foreseen when the joint venture was entered into, although it was not clear at that point the quantities of shareholding that Statkraft and RWE would be selling down. Statkraft's announcement makes it clear that it will be selling the entirety of its 50% stake, which is not untypical in the sector, and was the identical approach taken by SSE in relation to Galloper Wind Farm which was successfully financed in October 2015 and is now in construction.

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3. It is important to underline that it is entirely in accordance with market standard that shareholders will change during the development, construction and operation of an offshore wind farm in the UK. This expectation is driven by the scale of the investment, nature and complexity of the asset and risk profile of the sector and for those reasons, changes in shareholders have been a feature of the majority of offshore wind farms developed in the UK. The position thus remains that, at all appropriate times, there will still be sufficient funding and security available to TKOWFL to develop, construct, and operate Triton Knoll Wind Farm, including the costs of land assembly and compulsory purchase.
 4. Specifically, the costs of land assembly (whether by private treaty or compulsory acquisition) which will be incurred prior to the CFD award have been included in the TKOWFL development budget which has been approved and will be financed by Statkraft and RWE. TKOWFL's access to finance in the development phase, prior to CFD award, of the project remains unaffected by the announcement of Statkraft's change of investment plan and TKOWFL's budget remains supported by Statkraft and RWE to fund land assembly costs arising before the CFD award.
 5. The process for drawing this development budget is set out in a revolving credit facility funded equally by the shareholders (the facility is described in more detail in response to question 2.14). The shareholders will not be seeking third-party loans or other sources of funding to provide finance to TKOWFL for pre-CFD land commitments financed under the revolving credit facility.
 6. The precise financing strategy for TKOWFL beyond CFD award is currently under development amongst the shareholders. Whilst TKOWFL and its shareholders have sufficient funds to meet land assembly costs within the TKOWFL budget, it may be that, as a result of the eventual approved funding structure for the construction and initial operation of TKOWFL, some of the land assembly costs will come from project debt financing. This is not a "necessity", because TKOWFL and its shareholders already hold sufficient resources, and therefore paragraph 3.3 of the funding statement is still correct; but it remains possible that TKOWFL may, in the ordinary course of managing its financing, draw on funds that have been debt financed.
 7. In light of Statkraft's statement on its investment plan and the strong appetite in debt markets for access to offshore wind projects (illustrated by RWE's recent success in funding the construction of Galloper Wind Farm through a project finance structure) TKOWFL will therefore update the funding statement, based on the latest financing information available to it, to reflect the prospect that some funding for the project post-CFD award, including land assembly costs, could be

drawn from debt financing. An updated Funding Statement will be submitted for Deadline 5.

8. Article 37 of the draft Order - which requires appropriate security for land acquisition costs to be put in place before compulsory acquisition powers are able to be exercised - will ensure that land assembly costs are “ring fenced” regardless of the source from which TKOWFL ultimately decides to draw those funds and regardless of the identity of the investment partners at that stage.

Question Number	Topic Heading/ Respondent	Question
CA 2.14	<i>Funding</i> The Applicant	<p>Paragraph 3.3 of the Funding Statement [APP-013] states that both groups have made allowances for the cost of funding the land assembly for TKES, as they would with any large infrastructure project they undertake, and ensure that the necessary funds will be available when they are due.</p> <p>What is the process within each Company for calling on these funds</p>

CA 2.14

1. The process for TKOWFL drawing on shareholder development funding is by means of a revolving credit facility funded by Statkraft and RWE. Both shareholders have committed to development funding through the credit facility to a level set out in the joint venture shareholders' agreement (JVSA), subject to review of budgets at certain "decision gates".
2. The revolving credit facility was put in place at the inception of the joint venture in February 2015. The facility provides for a legally robust and mechanically reliable process that ensures that TKOWFL draws against both shareholders equally on the same terms. This is a standard approach for joint ventures of development projects which require predictable and regular access to shareholder funds.
3. The facility terms and JVSA governance arrangements for TKOWFL ensure that there is regular reporting of spending to the shareholders and strict financial control within the project with provision for emergency funding applications to be sanctioned by TKOWFL if required (and reimbursed by the shareholders). In the normal course of the project a drawdown notice is issued on a periodic basis by TKOWFL, in line with the agreed project budget and with accompanying documentary back-up, and such drawdown notice is settled by Statkraft and RWE in accordance with the procedure set out in the facility agreement.

Question Number	Topic Heading/ Respondent	Question
CA 2.14	<i>Funding</i> The Applicant	<p>Paragraph 3.3 of the Funding Statement [APP-013] states that both groups have made allowances for the cost of funding the land assembly for TKES, as they would with any large infrastructure project they undertake, and ensure that the necessary funds will be available when they are due.</p> <p>What is the process within each Company for calling on these funds</p>

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Question Number	Topic Heading/ Respondent	Question
CA 2.16	<i>Funding</i> The Applicant	Article 37 in the revised draft DCO [REP3-043] sets out the requirement for a guarantee or other form of security to be in place before Part 5 of the draft DCO can take effect. What forms of guarantee or security are you considering?

CA 2.16

- TKOWFL is considering a range of forms of security, including the provision of parent company guarantees by appropriate credit worthy entities from the shareholder groups. However, the form of security cannot be fixed at this point. There are a variety of approaches, including parent company guarantees and bonds, that Statkraft and RWE may adopt but the appropriate form will depend on the remaining estimated compensation liability at the stage that the security needs to be put in place. The shareholders are aware that the form of security will be subject to prior approval by the Secretary of State, having regard to the circumstances that prevail at the time.

Question Number	Topic Heading/ Respondent	Question
CA 2.17	<i>Funding</i> The Applicant	As funding will be undertaken by RWE AG (listed in Germany), via its subsidiary RWE Innogy GmbH and by Statkraft SF, via its subsidiary Statkraft AS, confirm or otherwise that any parent company guarantee will be legally valid in the jurisdictions of the countries in which the companies are listed.

CA 2.17

1. The validity of the parent company guarantees will be supported by legal opinions from a recognised law firm in the relevant jurisdictions and these opinions will be provided if necessary to the Secretary of State as part of the approval process.

Question Number	Topic Heading/ Respondent	Question
CA 2.18	<p><i>Funding</i></p> <p>The Applicant</p>	<p>The Funding Statement [REP3-043] did not contain any quantification of cost. In response [REP1-044] to the ExA's question CA 1.18 , you provided headline figures on the estimated cost of compulsory acquisition.</p> <p>i) One of the general assumptions behind your estimated figure of £20,075,000 was that no compensation claims will be substantiated for loss of value to residential property resulting from the works under s.10 of the Compulsory Purchase Act 1965.</p> <p>In which case, why are possible claimants under s.10 of the Compulsory Purchase Act 1965 listed in Part 2 of the Book of Reference [APP-130]?</p> <p>ii) Another of the general assumptions is that where there is proposed development on any land included within the Order Limits, the Applicant will work with the landowner and developer to ensure that there is no impact on the commercial development of the site;</p> <p>What effect may the imposition of a Restrictive Covenant have on this?</p> <p>iii) You state that the temporary working areas occupation will be compensated based on current worst case arable rental values.</p> <p>Why have worst case values been chosen in this respect?</p> <p>iv) You state that the duration of the contractor's occupation will be no longer than 3.5 years on the cable easement corridor, and crop loss has been taken into account to cover this time period. An estimate of the value of crop loss was put forward at the Compulsory Acquisition hearing held on 13 November 2015. What</p>

		estimate have you made for crop loss?
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CA 2.18**i)**

1. Potential claimants under s.10 of the Compulsory Purchase Act 1965 (decrease in value of property as a result of the construction of the proposed development) were included in Part 2 of the Book of Reference [APP-130]. The parties that were included have an interest in land in field tracks which either a) are proposed to be used as accesses for surveying, site fencing and maintenance, or b) are crossed by the cable route. The Applicant maintains that no compensation claims will be substantiated for loss of value to residential property resulting from the works under s.10 of the Compulsory Purchase Act 1965.

ii)

2. As explained in response to Question CA 2.10, the Applicant needs to protect the physical integrity of the proposed development by preventing interference with/damage to it, and by ensuring that it can be easily accessed for maintenance. The restrictive covenant therefore prevents specified activities, such as the erection of buildings and certain intrusive works, without the prior written consent of the Applicant. Where landowners propose to undertake new commercial development which requires the Applicant's consent, the Applicant will work with them to ascertain how this may best be undertaken, to ensure that the development proceeds safely, and without interference with, or hindrance to, the operation or maintenance of the proposed development.

iii)

3. Worst case arable rental values were used in the assessment of the temporary working areas occupation to ensure the estimate was robust and to ensure funding for the proposed development was provisioned for adequately. The estimate was a property cost estimate to provide a guide to the likely costs of acquiring the land and rights.

iv)

4. The Applicant notes that a breakdown of the estimate of the value of crop loss put forward at the Compulsory Acquisition hearing held on 13 November 2015

was to be provided for the Applicant to comment, but that no breakdown has been provided.

5. Nevertheless, the Applicant's estimate for crop loss is approximately £4million and such losses would be included within the compensation payment scheme. This figure assumes a 3.5 year occupation of the cable easement; with full crop loss for the first year after construction; 50% loss for the second year after construction; and 25% loss for the third year after construction. Again, the figures are worst-case to provide a robust estimation.

Question Number	Topic Heading/ Respondent	Question
CA 2.19	<i>Special Category Land</i> The Applicant	<p>Your <i>Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015</i> [REP3-038] refers to the ExA's request that only final, agreed documents be submitted to the Examination. The ExA wishes to make it clear that this 'request' related simply to a desire by the ExA to know when a version of a SoCG was the final version and was not designed to be construed as giving weight to a decision by the Applicant not to consider it appropriate to submit a draft joint statement between itself and Lincolnshire County on special category land.</p> <p>Whilst the ExA encourages you to make as much progress as possible on the joint statement in advance of Deadline 4, submit this joint statement at Deadline 4 whether or not it is in its final form indicating, if necessary, areas where disagreement persists and containing your assessment of the implications of the Act including drafting for any amendments required to the DCO.</p>

CA 2.19

1. As explained at page 29 of the Applicant's Response to Deadline 3 [REP3-035], the document received from Lincolnshire County Council ("LCC") on 30 November included a number of square brackets and drafting notes and did not confirm the agreed position, or LCC's position, on the issues raised by the ExA. In the Applicant's opinion, the document would have been of limited use to the ExA as it did not clearly set out the position.
2. The Applicant has continued to progress the draft Joint Statement with LCC and the final agreed Joint Statement forms part of Appendix 6 to this Deadline 4 Response.

3. As explained in paragraph 6.7 and 6.8 of the Joint Statement, the Applicant agrees that it is expedient to insert a provision into Article 6 of the draft Order disapplying the Lindsey County Council (Sandhills) Act 1932 (“Sandhills Act”), while reserving the right to argue elsewhere should it be necessary to do so, that either the Sandhills Act does not apply and/or that there has been no breach of it. The provision included in the revised draft Order submitted to the Examination for Deadline 4 is as follows (new text in red):

“Application and modification of legislative provisions

3.—(1) *Regulation 6 of the Hedgerows Regulations 1997(13) shall be modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—*

“(k) or for carrying out development which has been authorised by development consent made pursuant to the Planning Act 2008.”

(2) The following provisions do not apply in relation to the construction of works carried out for the purpose of, or in connection with, the construction or maintenance of the authorised project—

- (a) section 109 (structures in, over or under a main river) of the Water Resources Act 1991⁽¹⁴⁾;*
- (b) the provision of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 to the Water Resources Act 1991, which requires consent or approval for the carrying out of works;*
- (c) section 23 (prohibition of obstructions etc. in watercourses) of the Land Drainage Act 1991(15);*
- (d) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act which require consent or approval for the carrying out of works; and*
- (e) the Lindsey County Council (Sandhills) Act 1932.”*

(13) S.I 1997/1160

(14) 1991 c.57

(15) 1991 c.59

Question Number	Topic Heading/ Respondent	Question
CA 2.20	<p><i>Special Category Land</i></p> <p>The Applicant</p> <p>Lincolnshire County Council</p>	<p>In its <i>Written Summary of The Applicant's Oral Case put at compulsory Acquisition Hearing on 13 November 2015</i> [REP3-038], the Applicant states that, although there will be temporary interference with the use of limited areas of open space during construction as a result of the exercise of the powers of temporary possession and the works to be undertaken, access to the remainder of the beach will still be available. Indeed, in the long-term the open space will remain unobstructed and available for the recreational uses to which it is currently put. The Applicant therefore considers that the recreational use of Plot 01/01 will be no less advantageous to LCC, nor to the general public, than it was before it was burdened with the rights as proposed in the Order.</p> <p>At the Compulsory Acquisition Hearing held on 13 November 2015 Lancashire CC did not consider that the order land, when burdened with the order right, will be no less advantageous than it was before (s.132(3) of the PA 2008).</p> <p>Given the statement from the Applicant referred to above, justify your position.</p>

CA 2.20

1. Section 132 of the Planning Act 2008 ("2008 Act") provides that an order granting development consent is subject to special parliamentary procedure to the extent that it authorises the compulsory acquisition of a right over land comprising open space, unless certain exceptions (specified in subsections (3) to (5) of section 132) apply. By virtue of subsection (3) of section 132, an exception to the requirement for special parliamentary procedure is made out if the Secretary of State (in this case the Secretary of State for Energy and

Climate Change) is satisfied that the land in question, when burdened by the new rights, will be no less advantageous to the persons in whom it is vested; other persons entitled to rights over it; and to the public at large, than it was prior to the imposition of the new rights, and that fact is recorded in the relevant order.

2. "Open space", for the purposes of the 2008 Act, is defined by reference to section 19 of the Acquisition of Land Act 1981 and section 336 of the Town and Country Planning Act 1990 as follows: *"open space means any land laid out as a public garden or used for the purpose of public recreation, or land which is a disused burial ground."*
3. As explained in paragraphs 2.2 and 2.3 of the Joint Statement between the Applicant and LCC which comprises part of Appendix 6 of this Deadline 4 Response, the Applicant had made an assumption in its application for the Order that Plot 01/01 should be treated as open space for the purposes of section 132 of the 2008 Act, and for the Examination. While the Applicant is of the view that the plans which accompany the Lindsey County Council (Sandhills) Act 1932 ("the Sandhills Act") cannot be easily reconciled with the Land Plans ([APP-006] as amended by [REP2-020]), the Applicant accepts that for the purposes of the Examination of the Order, it should be assumed that Plot 01/01 forms part of the land which has been designated as public open space pursuant to section 9 of the Sandhills Act.
4. In the context of section 132 of the 2008 Act, it is necessary to consider whether the acquisition of the rights sought over Plot 01/01 will impact upon its assumed use for recreational purposes by persons in whom it is vested, other persons with rights over it, and to the public at large. Those persons' use of the land in question, when burdened by the rights, must be no less advantageous than it was prior to the imposition of the new rights.
5. While the Applicant acknowledges that Plot 01/01 is owned by LCC, LCC has not identified how Plot 01/01 is used by them for recreational purposes and/or why the imposition of the rights over that land parcel would have a disadvantageous effect on LCC's usage. Neither the Applicant (after having made reasonable and diligent enquiries) nor LCC have identified any other persons with rights over Plot 01/01 who may be disadvantaged.
6. In respect of the assumed use of Plot 01/01 by the public at large, the Applicant has confirmed that whilst small sections of the Plot will need to be temporarily closed off to the public to enable construction works to be carried out, once the works are complete the public will be able to use the land as

before. Given that the infrastructure will be installed underground, following the construction phase, there will be no visual impact which could discourage recreational users of Plot 01/01.

7. Works to be undertaken on the beach during construction, including the areas to be fenced and timescales for fencing, are set out in Table 1-3 of Chapter 1, Volume 3 *Onshore Project Description* of the ES [APP-042]. The fencing off of small areas of the beach will be for discrete periods of time and during the construction period only. Once the small areas of beach required for the installation of the offshore export cable have been reinstated there will be no further need for any fencing or any other above ground presence on the beach for the remainder of the construction period or the operational period. Access to the beach from the landfall Temporary Construction Compound (located within Work 3 on private land) during the construction period will be via the existing access across the dunes, and, as stated in paragraph 1.78 of APP-042 that access will not be closed at any time during the construction period. A limited number of construction vehicles will need to access the beach using that access, but safety marshalls will be employed to ensure that the public's access to the beach is safely maintained during those periods.
8. Once the proposed development is operational, any operational works that may be required, such as annual cable joint checks, would be undertaken within the private field where the Transition Joint Bays will be located (Work 3).
9. The Applicant disagrees with LCC's assertion that the 'remnant of the construction will continue to be visible'. Given the physical processes that affect the beach (tide, wave, wind) and given that there will be no ongoing post-construction above ground physical presence, the visible effects of construction on the beach will be very short lived.
10. Whilst not relevant to the section 132 test in respect of Plot 01/01, the Applicant contends that there will not be any continued physical presence which could discourage use of the remainder of the beach or the nearby LCCP.

Question Number	Topic Heading/ Respondent	Question
CA 2.21	<p><i>Statutory Undertakers</i> The Applicant Environment Agency Drainage Authorities Network Rail Infrastructure National Grid Gas plc National Grid Electricity plc Anglian Water Canal & River Trust</p>	<p>The draft DCO [REP3-043] contains the following draft Protective Provisions at Schedule 8:</p> <ul style="list-style-type: none"> • The Environment Agency • Drainage Authorities • Network Rail Infrastructure • National Grid Gas plc • National Grid Electricity plc • Anglian Water • Canal & River Trust • Electricity, gas and sewerage undertakers and • Operators of electronic communications code networks. <p>According to the <i>Statements of Common Ground Summary and Index</i> [REP3-049], protective provisions remains an issue with Anglian Water Services, the Canal & River Trust and the Environment Agency.</p> <p>Provide a statement on Protective Provisions indicating the status of each in terms of the achievement of, or progress towards, final agreement and indicating whether it is intended that provisions will be agreed with any other body.</p>

CA 2.21

1. The Applicant has provided an update table below providing information on progress with Protective Provisions.

Consultee	Progress	Target timings
Network Rail (NR)	<p>At TKOWFL request, NR provided their standard form Protective Provisions. These have been adopted and amended accordingly. These were submitted as part of the draft DCO with the TKES application.</p> <p>Understand Protective Provisions are substantially in agreed form.</p> <p>Call between the Applicant and NR on 27 November to discuss Protective Provisions and related agreements, including the land agreements. HoTs have now been agreed. Applicant to provide revised Protective Provisions and Deed of Undertaking to NR.</p> <p>Negotiations are ongoing. Negotiating final points.</p>	1 February 2016
Environment Agency & Internal Drainage Boards (EA/IDBs)	<p>TKOWFL provided draft Protective Provisions to the EA and IDBs on 14 November 2015 as part of the consultation on the draft DCO. These substantially took the form of the Protective Provisions for the EA and IDBs agreed and included in other consented schemes. These were submitted as part of the draft DCO with our application.</p> <p>Seeking formal confirmation of consent to the disapplication of legislative provisions and amendments to the Protective Provisions from the EA/IDBs.</p> <p>Met with the IDBs and EA on 3 December 2015 to discuss the Protective Provisions and the Restrictive Covenants.</p> <p>Further comments on the Protective Provisions from both the IDBs and EA received on 23 December 2015. Seeking to arrange a call to discuss protective provisions w/c 11 January 2016.</p> <p>Negotiations are on-going. Understand that the Protective Provisions are in substantially agreed form.</p>	24 February 2016

Consultee	Progress	Target timings
Western Power Distribution (WPD)	<p>WPD specific protective provisions were not submitted as part of the draft DCO with our application as it had not been confirmed at the date of submission of the application that these were required. General Protective Provisions for electricity, gas and sewerage undertakers were however included.</p> <p>Site visit with WPD on 12 November to visit crossing points. Legal meeting with WPD on 18 December 2015 to discuss the draft protective provisions. Revised Protective Provisions to be issued to WPD for review w/c 11 January with minor amendments.</p> <p>Negotiations are on-going, Understand that the Protective Provisions are in substantially agreed form.</p>	1 February 2016
National Grid (NG)	<p>At TKOWFL request, NG provided standard form Protective Provisions which have been adopted and amended accordingly. Negotiations are ongoing. Protective Provisions are substantially in agreed form. These were submitted as part of the draft DCO with our application.</p> <p>A side agreement is also being negotiated with NG</p> <p>Call with NG and legal team on 17 December to discuss Protective Provisions and related agreements.</p> <p>Received revised Protective Provisions and Side Agreement from NG on 22 December 2015. Undergoing internal review.</p> <p>Call with NG arranged for Thursday, 7 January 2016 to discuss outstanding issues.</p>	19 January 2016

Consultee	Progress	Target timings
Anglian Water (AW)	<p>At TKOWFL request, AW provided standard form Protective Provisions which have been adopted and amended accordingly.</p> <p>Call with AW on 27 November to discuss amendments to Protective Provisions.</p> <p>Protective Provisions <u>agreed</u> 5 January 2016.</p>	Complete - Protective Provisions <u>agreed</u> 5 January 2016.
Canal and River Trust (CRT)	<p>At TKOWFL request, CRT provided standard form Protective Provisions on 9 February 2015. These have been amended in line with the project and further response to these amendments is awaited from CRT.</p> <p>Seeking to arrange a meeting with CRT to discuss the Protective Provisions and review the project details. Awaiting response from CRT.</p> <p>HoTs have been agreed in principle with CRT's utilities surveyor and the Applicant is awaiting signed copies of the HoTs from CRT. Continuing to seek to engage on Protective Provisions with CRT.</p>	24 February 2016

Question Number	Topic Heading/ Respondent	Question
CA 2.22	<i>Statutory Undertakers - s.127 and s.138</i> The Applicant	Provide an update, jointly with affected Statutory Undertakers where possible, on the position on s.127 and s.138 showing where agreement has been reached and representations withdrawn.

CA 2.22

1. The Applicant has identified that the following statutory undertakers have land that may be affected by the proposed development. The Applicant is in negotiation with these statutory undertakers for private treaty agreements to secure the necessary rights in their land and the current position is as follows:

National Grid Electricity Transmission (“NGET”)

2. The Applicant, NGET and NGG (together "National Grid") are continuing to have productive discussions regarding the matters raised in their relevant and written representations. The parties expect to agree protective provisions and other relevant documentation to provide adequate protection for National Grid's rights and interests in existing operational assets and to address the provision of land rights and access, including those necessary for the Applicant's connection to Bicker Fen substation, in lieu of the exercise of compulsory purchase rights. The Applicant has provided further detail on the progress made and discussions with National Grid in their response to question CA 2.21 of the Examining Authority's Second Written Questions. The Applicant and National Grid are targeting to have reached at least in principle agreement on all substantive matters before hearings commence on 19 January 2016.

Network Rail Infrastructure Limited (“NRIL”)

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3. HoTs have been agreed in principle with NRIL's property surveyor and the Applicant is awaiting signed copies of the HoTs from NRIL before instructing solicitors to prepare the agreement documentation in conjunction with NRIL's solicitors.

Canal and River Trust ("CRT")

4. HoTs have been agreed in principle with CRT's utilities surveyor and the Applicant is awaiting signed copies of the HoTs from CRT before instructing solicitors to prepare the agreement documentation in conjunction with CRT's solicitors.

Environment Agency ("EA")

5. The Applicant received confirmation on 21 December 2015 from the EA's appointed land agent, Robert Hurst of Fisher German, that Mr Hurst has now received formal specific instructions from his client. The Applicant looks forward to progressing discussions with the EA.

Question Number	Topic Heading/ Respondent	Question
CA 2.23	<p><i>The draft DCO</i> Article 13</p> <p>The Applicant</p>	<p>In the description of land column in the Book of Reference [APP-014] for plots 03/07, 05/34, 07/07, 11/14, 12/19, 12/23, 15/14, 33/08, 33/09, you specify Article 13- power to survey but the actual plot of land is still described as “new rights in...”.</p> <p>Suggest a form of words for these plots in the BoR to make it clear that it is only a power to survey/access which is sought over these plots or</p> <p>Justify the retention of the existing wording.</p>

CA 2.23

1. The Applicant proposes to amended the descriptions of land comprising plots 03/07, 05/34, 07/07, 11/14, 12/19, 12/23, 15/14, 33/08, 33/09 in the BoR so that they read as follows (new text in red): “*New rights of access for the purpose of carrying out surveys over...*”.
2. Following confirmation that the proposed amendment is acceptable to the ExA, the Applicant will update the BoR and submit the updated version at Deadline 5 (1 February 2016).

Question Number	Topic Heading/ Respondent	Question
EOf 2.2	<p><i>Sediment transfer</i></p> <p>The Applicant</p> <p>Natural England</p>	<p>The Statements of Common Ground Summary and Index [REP3-049] states that discussions are ongoing with regards to outstanding matters, which now relate to a single issue on sediment transport and the potential need for monitoring to be agreed.</p> <p>i) Detail the nature of this issue and whether agreement is likely to be reached on it</p> <p>ii) Provide a review of the paper currently being finalised by Natural England on this issue, ensuring that the Natural England paper and all relevant supporting documents are submitted into the Examination along with your review, by Deadline 4.</p> <p>iii) In particular,</p> <p>a) what monitoring is proposed?</p> <p>b) has this been agreed with Natural England? And</p> <p>c) will the DCO require updating to reflect any agreement reached?</p>

EOf 2.2

i)

1. The remaining issue for agreement with Natural England relates to the need for post-construction monitoring in respect of potential disruption of sediment transport to designated sites.
2. This concern from Natural England is linked to the use of cable protection and its potential to comprise long-term interruption to sediment transport, which subsequently could lead to a reduction in the supply of sediment to protected sites along the Lincolnshire Coast. The Applicant notes that Natural England have confirmed that it does not believe that this would have a significant impact on the designated coastal sites based on the information provided in

the Environmental Statement, however Natural England consider that post construction bathymetric monitoring would serve to inform residual concerns over sediment transport and supply.

3. The Applicant will work with Natural England to discuss the issue further prior to the DCO issue specific hearing on 22nd January, with a final position anticipated to be reached by Deadline 5 on 1st February 2016.

ii)

4. Natural England has provided the paper noted by the ExA, '*The Greater Wash – Evidence of unanticipated impacts in relation to benthic and coastal processes receptors*' to the Applicant and the Applicant understands that Natural England will provide the paper to the ExA within its response to Deadline 4.(2015) document, which is included with our submission for Deadline 4.
5. The Applicant and Natural England will continue to work closely together to discuss the paper and any implications for the proposed development and agree any further bathymetric monitoring that may be required.

iii)

6. As noted above, discussions on this matter are continuing and the need for any monitoring, agreement with Natural England and any attendant updates to the DCO required will be confirmed in due course.

Question Number	Topic Heading/ Respondent	Question
Eon 2.1	<i>EMF</i> The Applicant	<p>In its written representation for Deadline 3 [REP3-029], Orby Parish Council expresses concern regarding the levels of EMF produced during the routine daily functioning of the cable route, stating that <i>“during a conversation with the applicant it was stated that they do not have the information with regards to the EMF’s and that they have utilised the statement that the system will comply with exposure limits indicated by ICNIRP or they will not be able to operate.”</i></p> <p>The representation from Orby Parish Council also makes reference to the DECC Code of Practice on demonstrating compliance with EMF public exposure guidelines, making reference to the need for a calculation, that there is insufficient data and “thus it cannot be proven that EMFs produced by the cable circuits either individually or cumulatively (6 trefoils @ 3.5m spacing) will be within safe limits.”</p> <p>Your Health Impacts and Electro-magnetic Fields Clarification Note [REP1-053] makes reference to shielding of the cables and states that the potential magnetic flux density is likely to be about 100 microtesla at 1 metre above ground directly over the cable.</p> <p>Respond to these concerns, explaining how you have concluded that the levels of EMF produced are within safe limits and showing how you have complied with relevant ICNIRP and DECC guidance.</p>

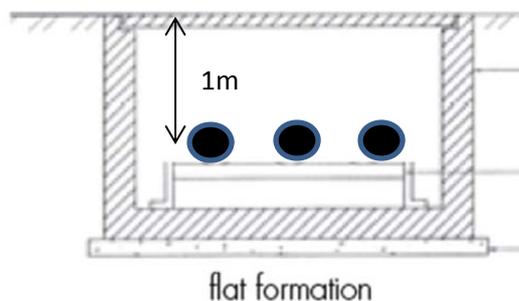
Eon 2.1

1. The Applicant confirms that as noted by Orby Parish Council paragraph 1.113 of Volume 3, Chapter 1 *Onshore Project Description* (document reference 6.2.3.1) of the ES state that;

“Potential electromagnetic fields from the onshore electrical circuits will comply with the International Commission on Non-Ionizing Radiation Protection (ICNIRP) recommended exposure limits for the public, or those outlined by the appropriate EU directive as in effect at the time.”

2. In order to address the comments made by Orby the Applicant has undertaken to demonstrate, by calculation, the potential levels at 1m above the ground for a single cable and a flat formation of cables.
3. A trefoil arrangement would have greater EMF cancelling properties than a flat formation. A flat form formation has therefore been used and modelled. This represents a realistic worst case scenario for the Applicant and landowners as the cables will be laid in a flat formation in the link boxes (giving rise to the higher levels of EMF found at link boxes), even if the rest of the trench is in a trefoil arrangement.
4. The Applicant confirms that the ICNIRP limit for safe levels of EMF is $200\mu\text{T}$ at a distance of 1 m above the ground, for a buried cable (cables are typically 0.9m to 1.5m; for the purposes of this consideration, we have assumed 1m). The ICNIRP guidance limits were increased in 2010 for an AC system with 50Hz from $100\mu\text{T}$ to $200\mu\text{T}$.
5. For the proposed development, 900 MW transmission, through 6 circuits at 132 kV, gives a current flow of approximately 656 A in each circuit. For the purposes of a precautionary (maximum) calculation a current of 1000 A has been used; a higher level than (i.e. an overestimate of) any practical case for the project and a burial depth of 1 m to provide a worst case assessment and simplify the calculations.
6. The electric field (V/m) is contained within the cable due to the earthed shielding around the cable; this is the case throughout the length of the cable, even at joints.
7. The magnetic field is a function of the current in the cable, and 1000 A has been assumed.

8. Below is a representation of one cable circuit in flat formation.



9. Considering first a single cable only with 1000 A flowing ($I = 1000$)

The magnetic field $B = I \times \text{permeability} / \text{path length}$

Path length is $2\pi \times r$

$$B = 1000 \times 4\pi \times 10E-7 / 2\pi \times 1$$

$$B = 200\mu\text{T at ground level.}$$

10. For permeability, soil can be considered equivalent to air which in turn is equivalent to free space, hence value is $4\pi \times 10E-7$

At 1 m above ground level the equation would therefore be

$$B = 1000 \times 4\pi \times 10E-7 / 2\pi \times 2$$

$$B = 100\mu\text{T at 1 m above ground (as specified in paragraph 1.112 of Volume 3, Chapter 1 of the ES)}$$

11. As less than 1000 A will be flowing and ICNIRP is defined at 1m above ground, this simple example above confirms compliance.

12. Note, the above is a worst case simplification and as this is well below the ICNIRP levels all other scenarios would be so; this is demonstrated for a single case below of one complete circuit, carrying 1000 A per cable.

¹⁶ the degree of magnetization of a material in response to a magnetic field

13. When considering a flat formation of three cables the interaction between the cables, which cancels out some of the magnetic fields, has to be taken into account and this results in a lower EMF value.
14. The cable circuit carrying three phase current and the current can be represented in polar form with current magnitude and phase angle as shown below.

In polar form:

$$I_1 = 1000 \angle 0^\circ$$

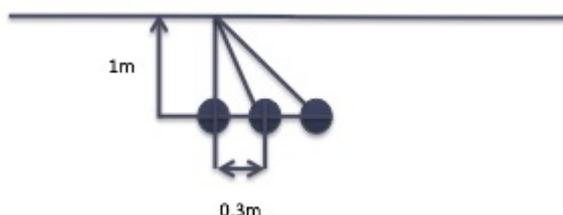
$$I_2 = 1000 \angle 120^\circ$$

$$I_3 = 1000 \angle -120^\circ$$

15. Also the current is a vector and can be represented in cartesian form (Real and imaginary part) as shown below.
16. In cartesian form, this equates to

$$I_1 = 1000 ; I_2 = -500 + 866 j ; I_3 = -500 - 866 j$$

17. Using the same layout as above, but now with the currents in each cable considered. For the magnetic field directly above cable 1, we have the following geometrical arrangement:



18. That is cables 2 and 3 form a magnetic path which intersects that of cable 1, with distances defined by trigonometry, at 1.04 m and 1.16 m respectively.
19. Applying these distances and the complex currents, to the previously defined equation for magnetic field at ground level, gives the following three equations:

$$B_1 = 1000 \times 4 \pi \times 10^{-7} / 2 \pi \times 1 = 200$$

$$B_2 = (-500 + 866 j) 4 \pi \times 10^{-7} / 2 \pi \times 1.04 = -96.15 + 166.54 j$$

$$B_3 = (-500 - 866 j)4 \pi \times 10E-7/2 \pi \times 1.16 = -86.2 - 149.3 j$$

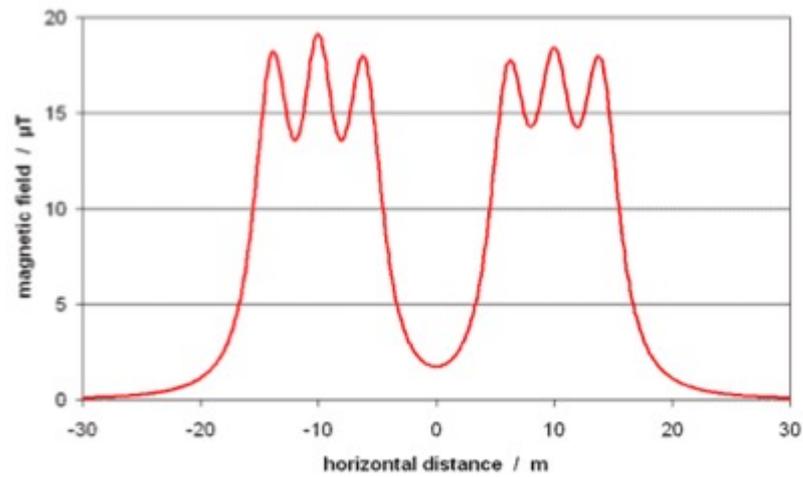
20. The magnetic field at the point 1 m directly above cable 1 (B_t) (i.e. at ground level) is given by:

$$B_t = B_1 + B_2 + B_3 = 200 - 96.15 + 166.54 j - 86.2 - 149.3 j = 17.65 + 17.24 j = 24.67 < 44.3^\circ$$

21. Therefore magnetic field now reduces to $< 25 \mu T$ at ground level and will be further reduced at 1 m above ground level.
22. This demonstrates that the simple case of single cable is the worst case and that cancellation effects do take place, even with cables in flat formation. Because the single cable case is ICNIRP compliant (with unrealistically high currents applied also), it is not considered necessary to undertake further detailed calculations.
23. Below for illustrations purposes is the result of a study done by National Grid¹⁷, for a 6 circuit flat formation (using 500 A/ cable).



¹⁷ <http://www.emfs.info/sources/underground/multiple/>.



24. The proposed development will therefore comply with the DECC Code of Practice and be well below the exposure limits set by ICNIRP directly above the cable.

Question Number	Topic Heading/ Respondent	Question
EOn 2.2	<p><i>EDF Bicker Fen wind farm</i></p> <p>The Applicant</p>	<p>In its relevant representation [RR-099], EDF expressed concern that construction and operation of your project could impact on its current operations in respect of</p> <ul style="list-style-type: none"> i) cumulative noise impact ii) energy yield iii) piling iv) dust v) access to its turbines vi) damage to existing access tracks, and vii) security <p>The Statements of Common Ground Summary and Index [REP3-049] states that matters to be covered in the SoCG will be noise, impacts on the energy yield of the turbines and construction impacts on the operational wind farm. These issues were raised in EDF's relevant representation [RR-099].</p> <p>Explain your understanding of EDF concerns and how you have addressed them.</p>

EOn 2.2

1. The Applicant and EDF (Bicker Fen Wind Farm) have agreed to enter into a 'Good Neighbour Agreement' to address potential issues that may arise from the construction and operation of the Triton Knoll substation on the Bicker Fen Wind Farm.
2. A draft Agreement has been sent to EDF for review and both parties are working towards finalisation of the agreement. The Applicant will update the ExA on progress at the next Deadline.

Question Number	Topic Heading/ Respondent	Question
EOn 2.3	<p><i>Pollution prevention</i></p> <p>The Applicant</p>	<p>Your response to question EOn 1.16 [REP1-044] states that your revised Outline Pollution Prevention and Emergency Incident Response Plan (PPEIRP), submitted as Appendix 39 at Deadline 1 [REP1-060] includes a new statement:</p> <p>“Pollution response contractors, accredited by the UK Spill Association (UKSpill), shall be identified and named in the final PPEIRP, such that, in the event of a large scale spill incident, one of the named contractors may be contacted to assist with containment and clean-up.” (ExA emphasis)</p> <p>i) How do you define a large scale spill incident?</p> <p>ii) For clarity, do you mean “will be contacted”?</p> <p>iii) If not, how will you deal with containment and clean-up following a large scale spill incident?</p>

EOn 2.3

i)

1. The Applicant included the new statement in the Outline Pollution Prevention and Emergency Incident Response Plan (PPEIRP), submitted as Appendix 39 of the Applicant’s submission to Deadline 1 [REP1-060] in response to a recommendation made by the EA in paragraph 11.1 of their Relevant Representation [RR-106]. The wording of the new paragraph was discussed and agreed with the EA at the time.
2. The intention of the additional paragraph is to secure that, should a pollution response contractor be required to assist with the containment or clean-up of a spill incident, an accredited contractor already identify can be contacted. Construction contractors will have equipment onsite which can be used to deal with certain types and levels of spill incident; paragraphs 3.7 – 3.17 of the Outline PPEIRP set out general pollution prevention measures, these include measures

to reduce the risk of a spill incident such as the use of drip trays and the provision of spill kits.

3. The term 'large scale spill incident' was used in the additional statement to reflect that a pollution response contractor would be contacted in the event that a spill incident could not be adequately and safely dealt with using the equipment already available on site.
4. The Applicant and the EA have, following receipt of the ExA's second written questions, further discussed the wording of the additional paragraph. It has been agreed that, in order to avoid any ambiguity, the additional statement would be more suitably redrafted as follows:

"Pollution response contractors, accredited by the UK Spill Association (UKSpill), shall be identified and named in the final PPEIRP, such that, should a spill incident occur for which the construction contractors require assistance with containment and clean-up, one of the named pollution response contractors will be contacted.

Spill incidents will be assessed on a case by case basis and a pollution response contractor will be contacted should the Environmental Clerk of Works determine that assistance is necessary."

5. This amendment has been recorded in the Application Documents Schedule of Amendments submitted as Appendix 20 of the Applicant's response to Deadline 4. An updated Outline PPEIRP will be submitted at the appropriate deadline.

ii)

6. The Applicant can confirm that the intention is that one of the identified and named pollution response contractors *will* be contacted should it be deemed necessary by the personnel identified in the Outline PPEIRP. The amended wording set out above has changed "*may be contacted*" to "*will be contacted*".

iii)

7. The Applicant's response set out above confirms that a pollution response contractor "*will be contacted*" should one be required; part iii) of the question is therefore not applicable.

Question Number	Topic Heading/ Respondent	Question
Eon 2.4	<i>Lincolnshire Coastal Grazing Marshes</i> The Applicant	<p>In paragraphs 1.26 to 1.29 of Appendix 3 to your Deadline 3 submission [REP3-039], you discuss biodiversity enhancements and in paragraph 1.28 you state that an update will be provided as soon as information becomes available.</p> <p>i) Where are these enhancements assessed in the Environmental Statement?</p> <p>ii) Where are these enhancements secured in the DCO?</p> <p>iii) Provide the necessary information, to include</p> <p>a) an update on what further external discussions you have had and with whom</p> <p>b) a more detailed description of the proposed biodiversity enhancements, with a plan indicating their locations</p> <p>c) details of any matters remaining and/or left unresolved</p> <p>iv) Will these biodiversity enhancements have any effects on other areas of the project?</p>

Eon 2.4

i)

25. Enhancements within the Order limits located at the landfall, Intermediate Electrical Compound (IEC), Substation and within existing hedgerows that fall within the working area are detailed in Section 4 of Appendix 6 of the Applicant's Response to Deadline 2 (REP2-013).

26. Further information is provided within the Outline Landscape Strategy and Ecological Management Plan (Revision B) (Document Reference 8.8), Appendix 27 of the Applicant's Response to Deadline 4), as follows:

- In paragraphs 7.3 – 7.7 and Figure 7.1 for the area around the IEC;
- In paragraphs 7.8 – 7.12 and Figure 7.2 for the area around the substation;
- In paragraphs 6.16 – 6.21 for information regarding hedgerows; and
- In paragraph 6.22 for the area around the transition joint bays.

27. The enhancements associated with native species plantings within hedgerows and at the IEC and Substation are assessed within the ES (Volume 3, Chapter 4 of the ES (APP-045)) in paragraph 4.121 (for hedgerows) and in paragraph 4.105 (for plantings around the IEC and Substation). The grassland establishment around the transition joint bays is not assessed in the ES (with regard to biodiversity) as the mitigation was suggested and adopted post application, however the impact would be minor beneficial.

28. It should be noted that these enhancements, in addition to the restoration of the working area, are considered by the Applicant to ensure that there is no net loss of biodiversity in the medium to long term and that the project results in an overall biodiversity gain.

ii)

29. All of these enhancements are secured through Requirement 13 of the draft DCO, which requires an Ecological Management Plan that accords with the Outline Landscape Strategy and Ecological Management Plan, to be submitted to and approved by the relevant planning authority.

iii)

30. The Applicant is currently unable to confirm the nature of the biodiversity enhancements for LCGM habitats referred to in paragraph 1.28 of Appendix 3 of the Response to Deadline 3 as internal discussions are ongoing and internal processes in this regard do not have a specific timetable.

31. However, it should be noted that the Applicant does not consider it necessary to offer any biodiversity enhancement for LCGM habitats to either mitigate the impacts (assessed as minor adverse and not significant) or achieve biodiversity gain. Any further enhancement offered would be to provide confidence to stakeholders regarding the Applicant's commitment to the

importance of biodiversity and reinforce achievement of planning policy goals. The potential biodiversity gain measures for LCGM habitats are not assessed within the ES, however the Applicant considers that if they do come forward, they would not alter the outcome of the assessment as described in the ES (Volume 3, Chapter 4, paragraph 4.125(APP-045)).

Question Number	Topic Heading/ Respondent	Question
Eon 2.5	<p><i>Lincolnshire Coastal Grazing Marshes</i></p> <p>The Applicant</p> <p>Natural England</p> <p>The Lincolnshire Wildlife Trust</p>	<p>In their written representations for Deadline 3, both JE Spence & Son [REP3-011] and Roger Wardle [REP3-030] express concern in respect of the impact of your proposals on site E (site 6) and suggest either Horizontal Directional Drilling (HDD) or thrust boring under the site to reduce the impact. Roger Wardle also suggests a third option, namely avoiding works during the breeding season [REP3-030].</p> <p>i) To the Applicant: with reference to paragraphs 5.13 and 5.14 of your response to Deadline 3 [REP3-035],</p> <p>a) is this matter being discussed with these parties?</p> <p>b) are you willing to commit to any of these three options at this location?</p> <p>ii) To the Applicant: if you are willing to commit to one of these three options,</p> <p>a) have these methods been assessed in the Environmental Statement?</p> <p>b) how would this be secured in the DCO? and</p> <p>c) will the trenchless crossing plan which you are providing need updating?</p> <p>iii) If you are not willing to commit, explain why</p> <p>iv) To Natural England and the Lincolnshire Wildlife Trust: do you have a view on which method(s) should be used at this location?</p>

Eon 2.5

Response Summary

1. The Applicant held a meeting with the Lincolnshire Wildlife Trust (LWT) and Roger Wardle on 3rd December 2015 to discuss further mitigation measures

proposed by the Applicant with regard to Site E/Field 6. Following this meeting the mitigation measures were updated after considering comments received both during the meeting and from correspondence provided by LWT. In parallel with the development of the mitigation measures, the Statement of Common Ground with LWT was also updated to reflect the change in position.

2. LWT and the Applicant agree that the mitigation set out in the Outline Construction Method Statement (Revision B) (CMS) and secured in Requirement 14 of the DCO will ensure that the impact on the coastal grazing marsh is no more than Minor Adverse and Not Significant in the short term, with impacts becoming negligible in the medium and long term (see paragraphs 4.8 and 4.33 of the SoCG with LWT attached Appendix 34 of the Response to Deadline 4). The agreed mitigation does not include trenchless crossing of Site E / Field 6, either through HDD or thrust boring.
3. It is acknowledged that LWT have expressed a preference for Site E/Field 6 to be crossed using HDD or that the working area be realigned to the field boundary (see paragraphs 4.9 of Appendix 34 of the Response to Deadline 4). However, as the impact predicted is not significant in EIA terms, the Applicant is of the opinion that the increased engineering and scheduling risks associated with these mitigation measures is not warranted (see paragraphs 6.2 and 6.3 of the SoCG with LWT attached at Appendix 34 of the Response to Deadline 4). It should be noted that mitigation regarding the scheduling of works to avoid impacts on breeding birds has been included within the proposed mitigation, as has a commitment to re-instate the foot drains within the field on the same alignment as currently (see Appendix 1 of the Outline Construction Method Statement (Revision B) at Appendix 22 of the Response to Deadline 4).

Question Responses

i) a)

4. The Applicant confirms that this matter was discussed with LWT and Roger Wardell at the meeting on 3 December 2015.

i) b)

5. A commitment to schedule works to avoid impacts on breeding birds has been included within the proposed mitigation. The Applicant's position is that
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the HDD or thrust boring under Field E / Site 6 is not warranted (please see paragraph [3] above).

ii) a)

6. The Environmental Statement has assessed for the timing of works to be scheduled to commence within the period set out in Table 1-2 of Volume 3, Chapter 1 *Onshore Project Description* of the ES. There is no restriction to commence works outside the breeding bird season.
7. The Environmental Statement has assessed for trenchless crossing to take place anywhere within the order limits.

ii) b)

8. All mitigation in relation to Lincolnshire Coastal Grazing Marsh sites are included in Appendix 1 of the Outline Construction Method Statement (Revision B), which is secured in Requirement 14 of the draft DCO [REP3-043].

ii) c)

9. The trenchless crossing plan has been updated and is attached at Appendix 44 of the Applicant's Response to Deadline 4. This does not include a trenchless crossing of the entirety of Site E / Field 6. However, it does include a new trenchless crossing into Site E / Field 6 from the south.

iii)

10. The mitigation agreed with the LWT ensures that any impact is predicted to be Not Significant in EIA terms. As such the Applicant is of the opinion that increasing the engineering and scheduling risks associated with trenchless crossings is not warranted (see paragraphs 6.2 and 6.3 of the SoCG with LWT attached at Appendix 34 of the Response to Deadline 4).

iv)

11. N/A

Question Number	Topic Heading/ Respondent	Question
Eon 2.6	<p><i>Noise monitoring</i></p> <p>The Applicant</p> <p>Local Planning Authorities</p>	<p>In paragraph 1.5 of Appendix 20 to the Applicant’s Deadline 3 submission [REP3-056], the Applicant states a commitment to adding a new paragraph to the outline Noise and Vibration Management Plan (document reference 8.7.3) [APP-101], as follows:</p> <p>“Whilst no specific noise limits will be applied during construction, as the potential noise impacts of construction will be controlled by the mitigation measures outlined herein, it is recognised that in some circumstances the Local Authorities may find it beneficial to have a record of measured noise levels that occur during construction. Noise levels within construction areas will be monitored as part of the standard monitoring procedures that will be employed to ensure construction plant and equipment is operating within expected parameters, and these measurements will be forwarded on to the Local Authorities on request.”</p> <p>i) Has this new paragraph been agreed with the local planning authorities?</p> <p>ii) If so, provide an updated outline Noise and Vibration Management Plan at Deadline 4</p> <p>iii) If not, explain why.</p>

Eon 2.6

i)

1. The Applicant has discussed with Boston Borough Council (BBC) whether the new paragraph is appropriate for the monitoring of construction noise. The Applicant and BBC have agreed that the following wording is appropriate and satisfactory:

“Noise levels within construction areas will be monitored as part of the standard monitoring procedures that will be employed to ensure construction plant and equipment is operating within expected parameters, and these measurements will be forwarded on to the Local Authorities on request.”

2. The Applicant has not been able to discuss this wording with ELDC. The Applicant will seek a discussion on this matter prior to the 2nd round of hearings and will be able to provide an update at the hearings and at Deadline 5.

ii)

3. An updated Noise and Vibration Management Plan (Revision B) is attached at Appendix 23 of the Applicant's Response to Deadline 4.

iii)

4. N/A

Question Number	Topic Heading/ Respondent	Question
EOn 2.7	Crossing schedule The Applicant	<p>At paragraph 4.8 of their joint submission for Deadline 3 [REP3-001], the Internal Drainage Boards point out an error in the crossing schedule [REP1-048] and state that it is unclear how the works numbers in the draft DCO Requirement 5(11) relate to the numbers as set out in the crossing schedule.</p> <p>Revise the crossing schedule to correct the error and to identify the work numbers for each crossing by Deadline 4.</p>

EOn 2.7

1. The Applicant has submitted a revised crossing schedule, including associated map, in Appendix 45 to the Applicant's response to Deadline 4.
2. The crossing schedule has been amended to correct the error identified by the Internal Drainage Boards, and now also includes reference to the Work number(s) within which each obstacle/asset is located.
3. Since submitting their response to Deadline 3, the Internal Drainage Boards have identified a further minor discrepancy (noted below) to the Applicant which the Applicant will ensure is picked up in a future revision of the crossing schedule.
 - A drain, between UT 411 and RD 412, will be noted on the crossing schedule.

Question Number	Topic Heading/ Respondent	Question
EOn 2.8	<p><i>Land drainage</i></p> <p>The Applicant</p>	<p>At paragraph 4.8 of their joint submission for Deadline 3 [REP3-001], the Internal Drainage Boards propose an amendment to paragraphs 5.8 and 5.9 of the outline Construction Method Statement (document reference 8.7.1) [APP-199] so that cables will be buried at a minimum of 2m plus a safe working distance of 900mm beneath all watercourses.</p> <ul style="list-style-type: none"> <li data-bbox="683 864 1437 1189">i) Have you discussed this proposal with the Internal Drainage Boards with a view to reaching agreement, or does your position remain as stated in paragraph 5.6 of your draft SoCG with the Internal Drainage Boards submitted at Deadline 2 [REP2-029], where you state that committing to a depth of 2m plus the 0.9m safe working depth is not justified? <li data-bbox="683 1196 1437 1480">ii) If your view remains that committing to a depth of 2m plus the 0.9m safe working depth is not justified, explain why, detailing the technical difficulties, health and safety considerations and wider environmental impacts and why they increase significantly at a depth of 2m plus the 0.9m safe working depth. <li data-bbox="683 1487 1437 1659">iii) If your view has changed from that stated in paragraph 5.6 of your draft SoCG, <ul style="list-style-type: none"> <li data-bbox="778 1563 1283 1597">a) explain your current position and <li data-bbox="778 1603 1437 1659">b) provide an updated Construction Method Statement at Deadline 4.

EOn 2.8

i)

1. The Applicant is committed to crossing all IDB-maintained watercourses¹⁸ at a minimum depth of 2 m plus safe working depth, which has been confirmed to be 0.9m. This commitment is secured through paragraph 5.8 – 5.9 of the Outline Construction Method Statement (CMS) (document reference 8.7.1) and Requirement 14(1)(a) of the draft DCO (revision D submitted to Deadline 3).
2. All other ordinary watercourses¹⁹ are currently identified to be crossed at a minimum depth of 1 m plus safe working depth (0.9 m) using either open cut trenching or trenchless techniques. The IDBs have, however, requested that these also be crossed at a minimum of 2 m, plus 0.9 m safe working depth. The Applicant and the IDBs continue to be in discussion on the matter of other ordinary watercourse crossing depths. A meeting was held on the 3rd December 2015 between the Applicant, the IDBs and the Environment Agency to discuss several matters which remain under discussion between the parties.
3. The Applicant and the IDBs have since drafted a Joint Statement which provides the ExA with detail of the discussions held and the matters which the parties are working towards agreeing. Paragraphs 2.2 – 2.7 of the Joint Statement, which has been submitted as Appendix 37 of the Applicant's response to Deadline 4, outline the details of discussions in relation to the crossing of other ordinary watercourses.

ii) and iii) a)

4. The Applicant and the IDBs have noted that some of the other ordinary watercourses will, in any event, be crossed using trenchless techniques where they lie close to other assets, e.g. a road or railway. These are set out in the Crossing Schedule (Appendix 45 of the Applicant's response to Deadline 4). In these instances, where multiple adjacent assets can be crossed as a group, a minimum depth of 2 m, plus 0.9 m safe working depth, could be achieved below other ordinary watercourses

¹⁸ and ² "Ordinary Watercourse" is a watercourse that does not form part of a main river (under the meaning given in the Water Resources Act 1991). An ordinary watercourse may be actively maintained by an IDB as part of their managed network, these are referred to as 'IDB-maintained watercourses'. Alternatively an ordinary watercourse could be maintained by the landowner, and these are referred to as 'other ordinary watercourses'. It should be noted that the IDB's statutory duties and powers under the Land Drainage Act 1991 extend to both the IDB-maintained watercourses and all other ordinary watercourses.

owing to the likelihood that the depth of those group crossings will achieve this depth. The Application allows for the option of either open-cut trenching the other ordinary watercourses or for crossing them using trenchless techniques and it is anticipated that at some of those other ordinary watercourses (not associated with a crossing group) may be crossed using trenchless techniques due to other factors such as ground conditions and other engineering or environmental constraints. The specific construction techniques and depths will be determined pre-construction during the detailed design stage and as such the Applicant cannot currently confirm how many of the other ordinary watercourses this might include.

5. The Applicant's view remains that committing to a depth of 2 m plus 0.9 m safe working depth for all other ordinary watercourses is not justified given that the technical difficulties, health and safety considerations and wider environmental impacts associated with a greater burial depth. However, the Applicant has taken the reasons given by the IDBs for crossing all other ordinary watercourses at a depth of 2 m plus 0.9 m safe working depth, and is in the process of further reviewing the implications associated with their request.
6. Although the Application allows for installing cables beneath the other ordinary watercourses using either the open cut trenching technique or any of the trenchless techniques that have been assessed; at a depth of 2m plus 0.9m safe working depth, the undertaker would need to install cables using trenchless techniques at the majority of the other ordinary watercourses, subject to other engineering constraints identified during detailed design and following pre-construction ground investigations. This is due to the engineering difficulties and health and safety implications associated with open-cut trenching technique at this depth. To open-cut trench to the depth requested by the IDBs would not be favourable as the trenches would have to be significantly shored up in order to ensure that the working environment is safe, and would require equipment and contractors to be physically working within a deep set trench. Although the IDBs have no objection to the use of open-cut trenching techniques at other ordinary watercourses; the use of trenchless techniques in this scenario would be the safest and least labour intensive method of cable installation.
7. Whilst the worst case scenario has been assessed within the Application, which allows for open cut trenching and trenchless techniques as per the Crossings Schedule, and the impacts to the environment are thereby adequately considered, it is in the interest of not only the Applicant but also the local communities, landowners and any other affected parties for the construction phase to be as short a duration as possible. This will ensure that impacts and disturbances to the environment are kept to a minimum and that reinstatement of the land used temporarily for construction can begin to be reinstated after a shorter duration i.e. the construction period would be

reduced from the maximum 54 month duration and therefore reinstatement would be brought forward.

8. The Applicant therefore considers that, for these reasons outlined, the implications of committing to the IDBs request need to be carefully considered and a judgement taken on balance with other important factors associated with the burial depth. The Applicant will continue to discuss this matter with the IDBs and will provide a response to them once a review of the further information is complete. The Applicant will provide a further update to the ExA at Deadline 5.

b)

9. The Applicant has updated the Outline CMS (Revision C) (submitted as Appendix 21 of the Applicant's response to Deadline 4) in accordance with amendments or commitments that have been agreed through consultation between the Applicant and other interested parties. The Applicant will update the Outline CMS with the appropriate amendments once the Applicant and the IDBs have reached agreement on the crossing depths and necessary associated construction techniques. The further revised Outline CMS will be submitted at the appropriate deadline once agreement has been reached.

Question Number	Topic Heading/ Respondent	Question
EOn 2.9	<p><i>Flood Risk</i></p> <p>The Applicant</p> <p>The Environment Agency</p>	<p>In their written representations for Deadline 3, both Mr Bowler [REP3-006] and Bicker Parish Council [REP3-019] state that the Environment Agency has confirmed increased flood risk due to closure of pumping stations.</p> <p>i) Is this correct?</p> <p>ii) If so,</p> <p>a) are you satisfied that the increased risk is acceptable?</p> <p>b) are you satisfied that the increased risk will be properly managed?</p> <p>c) how will this be achieved and</p> <p>d) show where the draft DCO provides adequate security that risks in this respect will be properly and effectively managed</p>

EOn 2.9

(i)

1. The Applicant highlights to the ExA that the EA is currently undertaking the Black Sluice Catchment Works project to examine the way that flood risk management is currently undertaken in this river catchment. It is understood that as part of their project the EA has investigated the flooding effects from the closure of the Black Sluice Pumping Station in Boston. Three of the five pumps are currently damaged and therefore not being used; and all five pumps are at the end of their working life. The decision as to whether the pumping station will be closed has not yet been made.
2. The EA and the Applicant have discussed the Black Sluice Catchment Works project in relation to the TKES project, specifically in relation to the assessment of flood risk without the Black Sluice pumping station. It is understood that although the pumping station is still beneficial for land drainage purposes, there

are only 16 properties in the lowland area which benefit from a slight reduction in risk from flooding by the full operation of the pumping station.

(ii)(a)

3. In the event that the pumping station is closed the increased risk of flooding is considered to be acceptable. Based upon the Black Sluice Catchment Works project, the EA has advised the Applicant that any flood risk assessment (FRA) should be based on the standard, published flood zones 2 and 3. This is what has been used for the FRA (see Figure 4.2 of Volume 5, Annex 7.3 *Flood Risk Assessment* of the ES (document reference 6.2.5.7.3)).
4. Given the large extent over which flood water will spread in the floodplain in this area of the country, the additional increase in flood depth at Bicker Fen will be minimal even if the pumps in this particular location are not replaced.

(ii)(b)

5. The EA has confirmed to the Applicant that the potential outcome of the Black Sluice Catchment Works project has no bearing on the TKES. Flood risk has been properly accounted for in the ES with appropriate embedded mitigation measures included in Table 7-10 of Volume 3, Chapter 7 *Hydrology and Flood Risk* of the ES (document reference 6.2.3.7).
6. The FRA has been undertaken in accordance with the requirements set out in the Overarching National Policy Statement for Energy (EN-1). This requires consideration of *“both the potential adverse and beneficial effects of flood risk management infrastructure.....together with the consequences of their failure”* (paragraph 5.7.5). The FRA addresses the issue of possible failure of the pumping station in paragraphs 4.8.2 - 4.8.3:

*“Since the area of the development proposals is characterised by pumped drainage, any failure of the pumping stations could result in localised flooding of the watercourses within the catchment of the pumping station. Flooding as a result of pumping station failure would not result in interruptions to operation of the buried cables. At the Intermediate Electrical Compound location, **flooding from pumping station failure would not result in flood depths any greater than the extreme tidal flood event**, as the finite volumes of water from the nearby watercourses would be substantially less than volumes entering the floodplain during elevated tidal levels. **At the Substation location, flooding as a result of pumping station failure***

would not be greater than flooding as a result of the extreme fluvial event from the South Forty Foot Drain.

*The flood risk to the Intermediate Electrical Compound and Substation posed by pumping station failure **will therefore be mitigated through any measures put in place to manage the flood risk from tidal and fluvial sources.*** [emphasis added]

(ii)(c)

7. The FRA has demonstrated that adequate mitigation will be incorporated into the proposal, in line with national planning guidance. This will be achieved through the setting of appropriate finished floor levels of the substation using topographical surveys to be undertaken post consent, and the setting of critical infrastructure above the extreme (0.1% event + climate change) flood level (3.24 m AOD at the Intermediate Electrical Compound and 2.29 m AOD at the substation).
8. Additionally, the FRA “*demonstrates that the project **will be safe and that it will not increase flood risk elsewhere***” [emphasis added]. This assertion can be made because:
 - Critical electrical components of the development at the intermediate Electrical Compound and Substation will be raised above the 0.1% plus climate change flood level.
 - The electrical cables will be buried.
 - The floodplain storage volume taken by the development is negligible compared to the large extent of the floodplain and will therefore not increase flood levels or extents.
 - Runoff from impermeable areas at the site will be attenuated within the voids of the gravel dressing the surface of the site.

(ii)(d)

9. Requirement 5(5) of the draft DCO submitted as Appendix 15 of the Applicant’s response to Deadline 4 (previously Requirement 5(4) from APP-010 and REP3-043) secures that that finished floor levels of the Intermediate Electrical Compound and substation must be designed in consultation with the EA and based upon results of topographic surveys.
10. Paragraph 4.29 of the SoCG between the Applicant and the EA (Appendix 29 of the Applicant’s response to Deadline 1) confirms that:

“It has been previously agreed that the approach to the surface water drainage strategy, detailed in Section 6.2 of Volume 5, Annex 7.3 Flood Risk Assessment of the ES (document reference 6.2.5.7.3), is adequate and appropriate for the management of flood risk across all of the onshore works of the proposed development.”

11. The Applicant confirms that there are no outstanding matters in discussion with the EA in relation to flood risk.

Question Number	Topic Heading/ Respondent	Question
Eon 2.10	<p><i>Enhancement at the landfall site</i></p> <p>The Applicant</p>	<p>Paragraph 1.77 of your Appendix 5 submitted at Deadline 3 [REP3-041] says that there will be enhancement at the landfall in the form of sowing of wildflower seed mix on the transition joint bays.</p> <p>i) Should this be included in the outline Landscape Strategy and Ecological Management Plan (LSEMP)?</p> <p>ii) Justify your response and update the LSEMP if necessary by Deadline 4.</p>

Eon 2.10

i)

1. The Applicant is content to include wording in relation to the enhancement at the Transition Joint Bays into the Outline Landscape Strategy and Ecological Management Plan (document reference 8.8).
2. The Applicant has added the following wording at paragraph 6.22 of the Outline Landscape Strategy and Ecological Management Plan (Revision B) (Appendix 27 of the Applicant's Response to Deadline 4):

“The made ground to be constructed to house the TJBs will provide an opportunity to establish wild flower rich grassland in an area currently being used for crop production. The types of flora to be established in this area would be determined following a survey of the areas of grassland in adjacent areas of the Lincolnshire Coastal Country Park, with the aim of expanding the area of existing habitat. Approximately 0.5 ha of grassland will be established and managed annually, both to ensure access to the TJBs is maintained and to benefit the habitat. Depending on the seed mix chosen it is likely that the grassland would be mechanically cut annually with spot control of perennial weeds (such as creeping thistle, ragwort, broad-leaved dock etc.) undertaken to prevent both degradation of the grassland and contamination by perennial weed seeds of adjacent fields. The final specification of the seed mix and the

annual management would be provided in the Ecological Management Plan as detailed in Requirement 13 of the draft DCO (document reference 3.1).”

ii)

3. The ExA is directed to paragraph 6.22 of the Outline Landscape Strategy and Ecological Management Plan (Revision B) (Appendix 27 of the Applicant's Response to Deadline 4).

Question Number	Topic Heading/ Respondent	Question
HRA 2.1	<i>Identification of European sites</i> The Applicant	<p>With reference to question HRA 1.3:</p> <p>i) do you agree with Natural England's response [REP1-033] that a likely significant effect (LSE) on reef features of the Inner Dowsing, Race Bank and North Ridge SCI cannot be ruled out for the project alone?</p> <p>ii) If not, explain why</p>

HRA 2.1

1. The Applicant notes that this question is presented in two parts, however the response below addresses both together.
2. To provide context for this aspect, the Applicant would note to the ExA that at the time of the Application, discussions with Natural England had confirmed that there was no Likely Significant Effect (LSE) resulting from the proposed development alone on the IDRBNR SCI and this was detailed within the Applicant's RIAA (document reference 5.3, Table 3 'Summary of Consultation relating to HRA, Row 32 (Feb 2015 and Row 42 March 2015)) as well as in text throughout the document.
3. Previous advice from Natural England, as referenced in the Applicant's response to HRA 1.7 of the ExA's first written questions, was that a LSE was only considered for in-combination effects. The Applicant is of the opinion that due to the scale of the potential effects on the features of the SCI from the proposed development alone, any potential for a LSE is minimal, though the Applicant recognises NE have since identified that a LSE cannot be ruled out for the proposed development alone. It is important to note, however, that although Natural England has come to this view, it has confirmed that the scale of such

impacts, both alone and in-combination, is unlikely to result in an adverse effect on site integrity. The Applicant refers the ExA to paragraph 4.237 the SoCG between the Applicant and Natural England, Appendix 18 to the Applicant's Response to Deadline 2, where this matter is agreed (paragraph 4.237).

Question Number	Topic Heading/ Respondent	Question
LV 2.1	<p><i>Draft DCO</i></p> <p>The Applicant</p>	<p>i) Requirement 5 (7)(a) of Schedule 1 of the draft DCO [REP3-043] in respect to the Intermediate Electrical Compound states that ‘the highest part of any building shall not exceed 16.54 meters AOD. Clarify and list what would fall under the category of ‘any building’ at the Intermediate Electrical Compound.</p> <p>ii) Confirm, if not done so in a) above and as intimated in Requirement 5 (7)(b) of the dDCO that lightning rods would not fall under the definition of ‘any building’.</p>

LV 2.1

i)

1. The Applicant confirms that the reference in requirement 5(7)(a) to ‘*the highest part of any building*’ was intended to restrict the main electrical equipment building at the IEC to not be higher than 16.54m, being the height of a GIS building which is assessed in the Chapter 3 of the ES [APP-043]. Whilst there will be other buildings on site, these will be of standard building heights and a specific restriction on height was not considered necessary.

ii)

2. The Applicant confirms that a lightning rod does not fall within the definition of ‘any building’.

Question Number	Topic Heading/ Respondent	Question
LV 2.2	Draft DCO The Applicant	<i>Requirements 5 (8)(a)(i), and 5 (8)(b)(i) of Schedule 1 of the dDCO [REP3-043] in respect of the Substation state that 'the highest part of any building shall not exceed 10 meters (for AIS) AOD and 16 meters (for GIS). Clarify and list what would fall under the category of 'any building' at the Substation.</i>

LV 2.2

1. The Applicant confirms that the reference in requirement 5(8)(a)(i) and 5(8)(b)(i) to 'the highest part of any building' was intended to refer specifically to the AIS or GIS building, as appropriate. Whilst there will be other buildings on site, these will be of standard buildings heights and a specific restriction on height was not considered necessary.

Question Number	Topic Heading/ Respondent	Question
LV 2.3	<i>Draft DCO</i> The Applicant	<p>i) Clarify and list which buildings and equipment at the Intermediate Electrical Compound would be at the ground level of 1.94m AOD, and which would be at 3.54m AOD. Confirm that the external electrical equipment would be at the ground level of 3.54m AOD.</p> <p>ii) Clarify and list which buildings and equipment at the Substation would be at the ground level of 1.99m AOD, and which would be at 3m AOD. Confirm that the external electrical equipment would be at the ground level of 3m AOD.</p>

LV 2.3

(i)

1. An indicative list of critical equipment for the IEC can be found below- this represents the equipment the Applicant understood to be critical to the safe operation of the IEC at the time of application and which is to be elevated to the raised height of 3.54m AOD to avoid risk from flooding events. Based on detailed design that list may vary, however the Landscape and Visual assessment, and in particular the photomontages, were carried out on a worst case basis, where all equipment within the above ground electrical infrastructure (AGEI) area was elevated to the raised level of 3.54m AOD.
2. At the IEC critical equipment includes:
 - The GIS building;
 - marshalling equipment;
 - mechanical connection boxes;
 - reactors, compensators and associated bund walls;
 - harmonic filters;
 - an auxiliary transformer, and
 - a temporary diesel generator.

-
3. The equipment to be elevated to the raised level will be subject to Requirement 5(2) of the draft DCO, regarding the layout, scale and external appearance of the IEC.

(ii)

4. An indicative list of critical equipment for the Substation can be found below- this represents the equipment the Applicant understood to be critical to the safe operation of the substation at the time of application and which is to be elevated to the raised height of 3.54m AOD to avoid risk from flooding events. Based on detailed design that list may vary, however the Landscape and Visual assessment, and in particular the photomontages, was run on worst case basis, where all equipment within the AGEI area was elevated to the raised level of 3.0m AOD.
5. At the substation critical equipment includes:
 - The GIS building if a GIS substation is built (or the control and welfare building if and AIS substation is built);
 - statcom buildings and associated auxiliary GIS container (if a GIS substation is built);
 - marshalling equipment;
 - mechanical connection boxes;
 - reactors, compensators and associated bund walls;
 - reactive compensation transformers;
 - transformers and associated bund walls;
 - harmonic filters; an auxiliary transformer, and
 - a temporary diesel generator.
6. The equipment to be elevated to the raised level will be subject to Requirement 5(2) of the draft DCO, regarding the layout, scale and external appearance of the Substation.

Question Number	Topic Heading/ Respondent	Question
LV 2.4	<i>Draft DCO</i> The Applicant	<p>The ExA noted at the Landscape and Visual Hearing, held on Wednesday 18 November 2015 [EV-026 and EV-027], that current draft DCO omitted reference to a restriction for a maximum height for the external electrical equipment at the Substation. The ExA notes its inclusion in Revision D at Requirements 5 (8)(a)(ii) and 5 (8)(b)(ii).</p> <p>However, assuming (in answer to LV 2.3) that the external electrical equipment would be sited on a raised 1.51m level (3m AOD), the GIS external electrical equipment should therefore be a maximum height of 13.5m AOD. Explain why Requirement 5 (8)(b)(ii) requires this height to be 15m AOD.</p>

LV 2.4

1. As noted in the Applicant's response to LV 2.3, some of the external electrical equipment in a GIS substation would be elevated to the raised level of 3m (AOD). The Applicant also notes that paragraph 2.17 of the Design Principles Document (8.6) states that the highest part of any external electrical equipment in a GIS substation would not exceed 13.5m (AOD).
2. The Applicant has therefore updated the DCO to reflect this.

Question Number	Topic Heading/ Respondent	Question
LV 2.5	<i>Draft DCO</i> The Applicant	<p>APP-043 and APP-097 both state that the 4no. lightning rods would not exceed 18m in height. The ExA was informed at the Landscape and Visual Hearing, held on Wednesday 18 November 2015 [EV-026 and EV-027] that this would be sited on the 0.5m raised ground level. This would mean that the lightning rods would be 19.94m AOD at the Intermediate Electrical Compound, and 19.99m at the Substation.</p> <p>Explain why Requirements 5 (7)(c) and 5 (8)(c) sets the upper limit to be 21.54m AOD in the case of the Intermediate Electrical Compound, and 21m AOD in the case of the Substation.</p>

LV 2.5

1. The maximum heights of lightning rods at the IEC (21.54m AOD) and the substation (21m AOD) set out in Requirements 5(7)(c) and 5(8)(c) respectively assume the 18m rods are elevated to the respective raised ground levels of 3.54m (AOD) and 3m (AOD).
2. As noted in the Applicant's response to LV 2.3, whilst the lightning rods are not currently considered critical equipment (hence the Applicant's response in the Landscape and Visual hearing, held on Wednesday 18 November 2015, that the rods would be sited on the 0.5m raised ground level) the detailed design may determine that they are. As also noted in response to LV 2.3, the Landscape and Visual assessment was based on all equipment and building within the AGEI compounds for the IEC and SS being elevated to the raised heights of 3.54m (AOD) and 3m (AOD) respectively. The DCO therefore reflects the flexibility for the lightning rods to be elevated to those raised levels should the detailed design determine the need for this.

Question Number	Topic Heading/ Respondent	Question
LV 2.6	Draft DCO The Applicant	<p><i>The ExA sought clarification at the Landscape and Visual Hearing, held on Wednesday 18 November 2015 [EV-026 and EV-027] that the ‘Electrical Transmission Components’ as referred to in APP-043 is the same as ‘External Electrical Compound’ as referred to in the Design Principles document [APP-097] and the dDCO. For the avoidance of doubt, should Article 2 of the dDCO include a definition which aligns the two definitions?</i></p>

LV 2.6

4. There is no reference to ‘External Electrical Compound’ in the draft DCO or the Design Principles Documents. The Applicant assumes that the ExA intended to refer to ‘external electrical equipment’ as discussed in the Applicant’s External Electrical Infrastructure Clarification Note – Appendix 21 of the Applicant’s Response to Deadline 3 [REP3-057] (the Clarification Note) and responds on that basis.
5. As explained in the Clarification Note, the Applicant does not consider that further clarification of these terms is required as the terms have the same meaning. However, should the ExA feel that a definition is required in Article 2, the Applicant proposes that the following definition could be included:-

“external electrical equipment” means any electrical equipment in relation to Work No 9 and/or Work No 50 that is not housed within a building and has been assessed in the environmental statement and is otherwise referred to as ‘external transmission components’ in the environmental statement and ‘additional electrical infrastructure’ in the design principles document.

Question Number	Topic Heading/ Respondent	Question
LV 2.7	<p><i>Draft DCO</i></p> <p>The Applicant</p> <p>Boston BC</p>	<p>North Kesteven District Council has requested [REP3-028] that Requirement 15 of the dDCO submitted at Deadline 3 should specify the hours of illumination and the means of control. Comment on this request.</p>

LV 2.7

1. The ExA is referred to the Artificial Light Emissions Plan, which is secured by Requirement 14 of the draft DCO (document reference 3.1) [REP3-043] and must be approved by the relevant planning authority prior to the commencement of any stage of the onshore works. It should be noted that as set out in paragraph 2.7 of this plan, *“lighting may be required for 24 hour working at the construction compounds associated with the use of trenchless techniques”*.
2. The Applicant has discussed the current wording in Requirements 14 and 15 with Boston Borough Council (BBC) and BBC have confirmed these Requirements are adequate in relation to managing artificial light.
3. On this basis the Applicant considers that there no need to specify the hours of illumination and means of control in the draft DCO.

Question Number	Topic Heading/ Respondent	Question
LV 2.8	<p><i>Draft DCO</i></p> <p>The Applicant</p> <p>Boston BC</p> <p>East Lindsey DC</p>	<p>In respect of Requirements 6 (Provision of Landscaping), 7 (Implementation and Maintenance of Landscaping) and 13 (Ecological Management Plan) of Schedule 1 of the dDCO, are the parties satisfied that the wording, which requires that each approved scheme ‘accords with the outline ecological management plan’ is sufficiently precise?</p> <p>Suggest alternative wording if not.</p>

LV 2.8

1. The Applicant would like to clarify that Requirements 6, 7 and 13 require that relevant the scheme or plan referred to in each requirement must accord with the Outline Landscape Strategy and Ecological Management Plan (document reference 8.8) (rather than an *outline ecological management plan*).
2. The Applicant has discussed this matter with Boston Borough Council, which has confirmed that the current wording in Requirements 6, 7 and 13 are adequately precise.
3. The Applicant has not been able to schedule a similar discussion with ELDC. The Applicant will seek a discussion on this matter prior to the second round of hearings and anticipates being able to provide an update at the hearings and at Deadline 5.
4. On this basis the Applicant considers that there no need to amend the draft DCO in this regard.

Question Number	Topic Heading/ Respondent	Question
LV 2.9	<i>AIS/GIS at the substation</i> The Applicant	<p>Having heard the ExA's comments in respect to the design of the Substation at the Landscape and Visual Hearing, held on Wednesday 18 November 2015 [EV-026 and EV-027], reflect and update whether the Applicant can confirm whether AIS or GIS technology would be used.</p> <p>If unable to do so, confirm or otherwise as covered at the Hearing, that a determinant for this approach is dependency on the manufacturer's stock availability.</p>

LV 2.9

1. The Applicant would like to reiterate, as set out at the Onshore Issue Specific Hearing (17 November 2015), that it is not possible, or appropriate, at this time, to confirm whether Air Insulated Switchgear (AIS) or Gas Insulated Switchgear (GIS) technology will be used for the substation.
2. The decision on the switchgear technology type to be used at the substation will be taken as part of the detailed design, at which time the overall electrical system design will be determined. Part of the detailed design will be the involvement of equipment suppliers/manufacturers for all aspects of the electrical system, including substation components. Whilst availability of equipment is one factor that will influence the detailed design of the electrical system, including the type of switchgear to be used at the substation, of wider concern will be the need to ensure that the tendering process retains enough flexibility for the project to comply with its obligations under its transmission licence.
3. Under a 'generator build' scenario which is the basis on which TKES is expected to be built, ownership of the transmission system must, by law, transfer to an Offshore Transmission Operator (OFTO) for the operational lifetime of the project. There is therefore a duty on the generator to comply with requirements under Section 9 of the Electricity Act regarding

transmission licences, the principal point of relevance to the choice of switchgear being the obligation to:

“ . . .develop and maintain an efficient, co-ordinated and economical system of electricity transmission;”

4. As noted at the Hearing on 17 November 2015, the National Grid Bicker Fen substation, in close proximity to the proposed location of the Triton Knoll substation, utilises AIS technology. AIS can therefore be considered an appropriate solution at the substation location. The applicant is seeking flexibility to allow the ultimate design of the substation to utilise a GIS solution if contractors and equipment suppliers can demonstrate that, in the context of the wider electrical system design, it is a more efficient and economic solution.
5. The Applicant would like to make it clear that a number of the components required for a substation, including the switchgear (and in particular gas insulated switchgear), are not ‘off-the-shelf’ products; it is not therefore a case of reliance on a manufacturer’s stock availability. Components are manufactured specifically for a particular project, with lead times varying depending on the type of equipment required and the required supply of those components to the global marketplace at any one time. Competition amongst energy projects for limited supplier manufacturing space and time means flexibility is paramount to ensure that a project can obtain suitable equipment in the timescales required to deliver the development.
6. The Applicant would also like to highlight that the timing of the notification on which switchgear technology will be used has been the subject of discussion with Boston Borough Council, and that, as set out in paragraph 13.4 of the Statement of Common Ground between the applicant and Boston Borough Council (Appendix 19 of submission for Deadline 2). . . ‘ *it is agreed that the wording of Requirement 5 of the draft DCO (document reference 3.1) adequately secures the submission and approval of the detailed design of the onshore works by the relevant planning authority and other statutory bodies where appropriate*’. Requirement 5 includes, at 5(3)(b), the requirement to notify the planning authority whether AIS or GIS will be installed.

Question Number	Topic Heading/ Respondent	Question
LV 2.10	<p><i>Construction of the cable route</i></p> <p>The Applicant</p>	<p>In question Eon 1.26 [PD-009], and at the Landscape and Visual Hearing, held on Wednesday 18 November 2015 [EV-026 and EV-027], the ExA requested a map of the cable route indicating the construction method for each part. After discussion, the applicant agreed that this map could be produced.</p> <p>a) Provide this map.</p> <p>b) Indicate on this map where the working width would be reduced from 60m to 40m and 30m, and update the Works Plans if necessary.</p> <p>c) Clarify where in the draft DCO where it is set out that special construction practices would be adhered to for Site E as shown on Figure 5 of the Outline Construction Method Statement 8.7.1 [APP-199].</p>

LV 2.10

(a)

1. This map, and accompanying text, can be found within Appendix 44 to the Applicant's submission to Deadline 4.

(b)

2. The Applicant has stated in the *Outline Landscape and Ecological Mitigation Plan* (8.8) that a reduced 30 m working width will be used:
 - (paragraph 6.13) . . . for watercourses where protected species (i.e. water vole) have been detected . . .
 - (paragraph 6.16) . . . for hedgerow crossings. . .

-
3. The presence of both protected species and hedgerows will be subject to pre-construction surveys, as secured in 8.8 *Outline Landscape Strategy and Ecological Management Plan* [APP-109]. It is therefore not appropriate to update the Works Plans at this stage as the presence and/or absence of both protected species and hedgerows may differ from the current position based on those pre-construction surveys.
 4. The current location of hedgerows within the order limits can be found within Schedule 10 of the draft DCO, as well as the Hedgerow Plans (2.6).
 5. Where within the 60 m cable corridor the 30 m working width would be located will be determined at the detailed design stage, when information from the pre-construction surveys can be considered and other environmental and engineering factors can be taken into account in determining the exact location of the cable circuits, haul road and spoil heaps within the 60 m cable corridor.
 6. As noted by the Applicant at the Onshore Issue Specific Hearing, (para 1.20 of Appendix 3 to the Applicant's response to *Deadline 3 Written Summary of The Applicant's Oral Case put at Onshore Impacts - Issue Specific Hearing on 17 November 2015*), and secured in the updated *Outline Construction Method Statement Revision B* (Appendix 1 to Appendix 21 to the Applicant's Response to Deadline 4) the working width within Field 6/Site E will be narrowed to 40m when crossing foot drains. Appendix 2 to Appendix 21 to the Applicant's Response to Deadline 4) shows the location of Field 6/Site E.

(c)

7. Requirement 14(1) secures that '*no stage of the onshore works shall commence until for that stage a code of construction practice in accordance with the outline code of construction practice (onshore) has, after consultation with the Environment Agency, been submitted to and approved by the relevant planning authority*'.
8. The Code of Construction Practise must, as set out in Requirement 14(2)(a) include construction method statements. Given that the Outline Code of Construction Practice includes an Outline Construction Method Statement, and that that Outline Construction Method Statement includes reference to special construction practices for Field 6/Site E, at Appendix 1 of the updated *Outline Construction Method Statement Revision B*, the Applicant's view is that Requirement 14 secures that the Code of Construction Practice for the relevant stage of works appropriately secures these mitigations.

Question Number	Topic Heading/ Respondent	Question
LV 2.11	<p><i>Construction of the cable route</i></p> <p>The Applicant</p>	<p>The Construction Sequencing, Cable Testing and Joint Bay Clarification Note [REP3-058] states that the Temporary Construction Compounds, topsoil strip across the working width of the construction corridor and haul road in any cable route section will remain in situ until completion of construction and testing for that entire portion of the cable route (for example, from Onshore Substation to IEC). The retention of the haul road for this period is necessary to retain access along the route to prepare the cable for test, install any monitoring equipment that may be required and carry out any remedial works identified during the testing process.</p> <p>a) Explain the likelihood and possible nature of faults arising during testing.</p> <p>b) Explain why partial restoration of this land, with the haul road to remain in place, would not suffice.</p>

LV 2.11

(a)

1. As noted in paragraph 1.14 of Appendix 22 of the Applicant’s response to Deadline 3 *Construction Sequencing, Cable Testing and Joint Bay Clarification Note* the main test of the export cable to determine system integrity is the High Voltage ‘Pressure’ test on individual cable cores.
2. This test can only be carried out once installation of all sections of the cables between ‘nodes’ have been completed, as explained in paragraph 1.17 of Appendix 22 of the Applicant’s response to Deadline 3. The ‘pressure’ test puts the cable under ‘stress’ similar to that it will be required to cope with during full operation of the wind farm. Whilst it is rare for manufacturing faults to be identified at this time, as some testing of cabling is done by the

manufacturer prior to supply to site, this is the first time those jointed sections of cable will have been exposed to that 'stress' and therefore the first opportunity to understand if faults have occurred during the installation or jointing of cables.

3. Faults can include incorrectly linked cables, which may only require fault fixing within the link box, to incorrectly jointed cables, which may require the exposure of the joints themselves and re-jointing work, all the way to the identification of faulty cable sections, which would require exposure of the jointing pits at both ends of the section for the cable to be pulled, replaced and re-jointed. As noted above, the identification of faults, particularly faults to the cable cores themselves which may have been caused during installation, may only be identified during this 'pressure' test.
4. Clearly it is in the interests of the contractor and the developer to ensure that these faults are minimised during installation. However, experience from similar projects shows that these faults do, and likely will, occur particularly given the length of the cable corridor is around 60 km and the potential number of cable joints that could be required. The Applicant does not believe that it is possible to quantify the likelihood of faults at this time, as it is a function of the detailed design of the chosen products and installation techniques, as well as the chosen contractors.

(b)

5. The Applicant met with the Land Interest Group (LIG) on 3 and 22 December 2015, following the first round of hearings. At the meeting on the 22 December, the Applicant explained to the LIG that it may be possible to undertake partial reinstatement of the topsoil during the construction phase following the completion of certain activities, but not including the temporary haul road which would have to stay in place for the entire duration of the construction until testing is complete. The Applicant was seeking comments from the LIG as to whether the landowners would be likely to prefer the partial reinstatement rather than the entire width of the corridor being left uncovered. An update on progress of discussions with the LIG can be found in Appendix 33, and further meetings are planned for 14 January and 4 February.

Question Number	Topic Heading/ Respondent	Question
LV 2.12	<i>Brown zone</i> The Applicant East Lindsey DC	State whether the Intermediate Electrical Compound would be less visually intrusive if located at the Wainfleet Industrial Estate (the 'Brown Zone', referenced as 'Site Int_ZA' in ES Volume 1 Chapter 4 6.2.1.4 [APP-023]).

LV 2.12

1. The Site Selection and Design Report (document reference 8.17) [APP-177] describes the Site Selection Assessment (SSA) undertaken and the rationale for the key design decisions; this includes reports on each of the IEC locations considered. Appendix C reports on the IEC 'brown zone' at Wainfleet Industrial Estate and Appendix D reports on the IEC 'red zone' at the proposed development site.
2. Appendix A: Longlist Evaluation Matrices of the Site Selection and Design Report provides the matrices for the selection of the IEC site; as described in response to Alt 1.32 of the ExA's first written questions, the preferred location for the IEC was identified through the balancing of different criteria using an evaluation matrix. Chapter 7 of Appendix B: Alternatives Consultation Report explains that:

"The use of an evaluation matrix (also known as a Pugh Matrix or Decision Matrix) is an established a quantitative technique used to rank multi-dimensional options in order to make robust decisions. An advantage of this approach to decision making is that subjective opinions about one alternative versus another can be made more objective. Another advantage of this method is that it allows sensitivity analysis to be performed to see how much the conclusions would have to change in order for a lower ranked alternative to become the preferred option. This technique is regularly used in industry and the public sector to aid decision-making for complex problems with multiple alternatives. The matrices for

Substation (Appendix 8) and IEC (Appendix 9) should be used when reading the section below which describes the weighting and scoring process used to populate the matrices and reach a decision on the choice of zones. It is acknowledged that, although being conducted as a quantitative process, this method of evaluation has a subjective element. Sensitivity analysis was performed for criteria which may have greater subjectivity by temporarily adjusting the scores to ensure that this subjectivity, or minor errors of judgement, would not influence the relative ranking of the zones. A sense check was also performed to ensure the results reflect the actual features of the identified sites.”

3. The assessment reports for each potential site document all the information considered for each proposed location that was used to inform the evaluation matrix scoring process. Visual intrusion (landscape and visual assessment) was therefore identified as an early consideration, alongside cable route length; flood risk; ecology and nature conservation; agricultural land classification; tourism; and historic environment.
4. The IEC Matrix Evaluation Criteria definitions are set out in *Appendix A: Longlist Evaluation Matrices* which describes the key criteria considered in the assessment of Landscape and Visual as the following:
 - *“Landscape character of the site and its surroundings: including the presence of established landscape features such as mature hedgerows and woodlands, the topography of the site and its surroundings, the presence or lack of built features and tall structures, and the proximity to the Lincolnshire Wolds AONB and potential for effects to the special qualities or sensitive receptors within the AONB;*
 - *The visual context: including number, location and proximity of sensitive visual receptors, and the nature of views; and*
 - *The potential to provide effective landscape and visual mitigation that would be in keeping with the local landscape and visual context.”*
5. The matrices demonstrate that the Brown Zone (Site Int_ZA) scored higher, with 4.5 out of 5, for landscape and visual than the Red Zone (Site Int_O) which scored 3.75 out of 5. It can therefore be deduced that siting the IEC at the Brown Zone would have been less visually intrusive. The Applicant, however, highlights that the IEC site was chosen on the basis of the balance of impacts and merits at each site giving consideration to the multiple criteria listed above.
6. The Applicant also highlights that the weighting of 0.5 given to Landscape and Visual, is considerably higher than all other criteria and that following the initial assessment the Red Zone was the preferred site, which ranked 1, compared to

the Brown Zone, which ranked 3. This means that whilst the Brown Zone performed better in relation to Landscape and Visual impacts, the other impacts associated with were materially less favourable than the Red Zone.

7. The Applicant recognised the benefits of siting the IEC in a more industrial setting; hence the higher score attributed to the Brown Zone for Landscape and Visual, and gave appropriate weighting to the assessment of Landscape and Visual effects through the site selection process. The weighting for each category is shown in the matrices and Landscape and Visual has been given a far greater weighting than other environmental categories considered.
8. Appendices C and D of the Site Selection and Design Report identify that, for both sites, there would be no effects on any national or local landscape designations. It describes the effects, without mitigation, on landscape character as being limited and localised adverse effects for both sites. The visual effects on properties and settlements for both sites were also identified as being limited and localised and as being adverse without any mitigation; the proximity of properties to the Brown Zone would have meant adverse effects on a small number of sensitive residential receptors; whereas views from residential receptors to the proposed development site ('Red Zone') will be distant views.
9. The Applicant has recognised throughout the site selection process that the introduction of an industrial building/compound in a predominantly agricultural setting with a low lying flat topography has associated visual intrusion impacts. However, given the landscape within the search area, the Applicant gave early consideration to the opportunities for mitigating the landscape and visual impacts of the IEC through visual screening i.e. strategic landscaping and planting. As part of the early assessment and decision process outline mitigation proposals were developed including assessment from key viewpoints and the use of photomontages. These are included for each site in Appendices C and D of the Site Selection and Design Report.
10. Whilst a full EIA for the Brown Zone has not been carried out to identify specific landscape and visual impacts, the Applicant is confident that the rigorous site selection and design process carried out in the early stages of development has adequately considered visual intrusion in balance with other identified factors.

Question Number	Topic Heading/ Respondent	Question
LV 2.13	<p><i>Brown zone</i></p> <p>Applicant</p> <p>East Lindsey DC</p> <p>Lincolnshire CC</p>	<p>The applicant stated at the Landscape and Visual Hearing, held on Wednesday 18 November 2015 [EV-026 and EV-027] that other problems existed which prevented the Brown Zone site being considered for the location of the Intermediate Electrical Compound. One of those reasons cited were problems aligning the cable route through the site.</p> <p>a) Could the Applicant explain why this site was therefore initially judged as its preferred site if it knew of such problems?</p> <p>b) Would the requested parties explain whether, in their view, the IEC could have been accommodated at the Brown Zone even accounting for the planned development including the construction of a new road.</p>

LV 2.13

(i)

1. There is no problem with aligning the cable route through the site. The concern is the alignment of the TKES cable route in conjunction with the new road. As noted, in paragraph 1.52 of Appendix 3 to the Deadline 3 submissions, "Written Summary of The Applicant's Oral Case put at Onshore Impacts - Issue Specific Hearing on 17 November 2015":

"...a highway would have proved incompatible with potential cable routes from the site as set out in Appendix 10: IEC: An Overview of Local Development Pressures of Appendix A of document reference 8.17 Site Selection and Design Report."

2. The highway referred to here is an initial draft of the route for a new road between Marsh Lane (to the east of the village of Orby) and the A52. Figure 6 of Appendix 10: *IEC: An Overview of Local Development Pressures of Appendix A of document reference 8.17 Site Selection and Design Report* shows the alignment

of the proposed road with the TKES cable corridor that had been designed to route via the Brown Zone. The alignment of the potential new road in this figure is taken from Fig 1 in the AECOM Report, published in March 2013 and available on the internet. Further, section 4.4 “*Technical Considerations*” of same report explains the challenges of siting the cable circuits along the same route as a potential new road:

“4.4 Technical considerations

- 3. The proposed Skegness Bypass as identified in the Vision for Skegness and the Skegness Western Link Road²⁰ documents is proposed as the principal means of assisting in delivering growth.*
- 4. The potential for a bypass has been supported, in principle, by Lincolnshire County Council, and is an aspiration set out within the Local Transport Plan. The initial route for this is shown at Figure 6. The indicative route of the bypass road joins the A52 at the brown zone as indicated in Figure 6. This figure shows the proposed route of the bypass along with RWE NRL’s proposed underground cable route to link the proposed landfall for cables at Anderby Creek with the intermediate electrical compound. It therefore identifies a number of locations where, using current designs, there would be conflicts between the proposed bypass and underground cable route.*
- 5. RWE requires a cable easement of approximately 60m of width within which development and planting would be restricted to protect the transmission assets. As presently proposed both the bypass and its attendant landscaping would impinge on the required cable easement. Given the early stage of development of the bypass plan and the current timetable for consent and construction of the Triton Knoll wind farm, it would appear unlikely that the design of the bypass and the associated new landscaping would be complete prior to the submission of the appropriate application for the underground cabling by RWE NRL. As such, the underground cables would present a significant constraint to the design of the proposed bypass.*
- 6. Further, it could be assumed that the installation of the underground cable connection would be complete prior to commencement of construction of the bypass. If this was the case the following issues would have to be considered.*

²⁰ Taken from www.skegnessdevelopments.co.uk

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7. *As a public highway, the bypass is likely to require substantial foundations and excavation above buried, live high voltage circuits (up to 220 kV) which would be highly problematic, risky and unsafe. It is likely that the contractors constructing the road would be required to re-route the cables in suitable ducts before constructing the road over them. Furthermore it would be necessary to switch off transmission for periods of time while connecting up the re-routed cables and for certain other types of work being carried out. This would have obvious and severe commercial implications for the transmission asset owner and the owner of the offshore wind farm itself, for which either party might wish to seek to reclaim. The cables would be buried at a minimum depth of 900mm.*
 8. *Planting for landscaping for the purpose of screening the new road would not be possible within the cable easement as roots from trees can damage the cables. In addition, long roots can dry out soil and reduce its capacity to dissipate heat resulting in less efficient transmission.*
 9. *Furthermore, the transmission asset owner would require access to all cable jointing pits located at intervals along the route. This is required to allow for maintenance which would be carried out through these points in the event of a fault. The proposed bypass would have to avoid these jointing pits, which may constrain the routing of the road. However it is very difficult to predict at this time whether this will be possible.*
 10. *Given the constraints outlined, the locations of the two proposed developments would be incompatible as they presently stand. If the two developments were to proceed RWE NRL would need to work closely with the developer of the bypass to plan routes so that interaction was kept to a minimum. RWE NRL would require any unavoidable interactions between the road and cable easement to be in the form of direct, perpendicular crossings as opposed to long stretches run overlaid and also that the planting and access requirements outlined above were adhered to. However, as set out above, given the early stage of the development of the bypass, it is unlikely that the timetables for the design of the cable route and bypass would allow for this level of detail of design to be satisfactorily addressed.”*

(ii)

11. The proposed developments within the Brown Zone site, for which planning permission was granted in July 2013 involved visitor's accommodation. This development would be incompatible with electrical infrastructure of the nature of the IEC. Therefore, it is the Applicant's view that and IEC would not be acceptable on the Brown Zone.

Question Number	Topic Heading/ Respondent	Question
LV 2.14	<p><i>Green zone</i></p> <p>The Applicant</p> <p>Boston BC</p>	<p>At the Landscape and Visual Hearing, held on Wednesday 18 November 2015 [EV-026 and EV-027], Boston Borough Council confirmed that its support for the proposed siting for the Substation (the 'Blue Zone' referenced as 'Site Sub_J' in ES Volume 1 Chapter 4 6.2.1.4 [APP-023]) principally stemmed from local views, and that because the Substation would be capable of being served by a permanent access road which could be taken directly from the A52.</p> <p>a) Explain whether all the shortlisted sites were proposed with permanent access roads.</p> <p>b) Explain from where the Green Zone (Cow Bridge referenced as 'Site Sub_F' in ES Volume 1 Chapter 4 6.2.1.4 [APP-023]) permanent access road would have been taken.</p> <p>c) Explain whether a permanent access road from the A17 to the Green Zone site was sufficiently explored.</p> <p>d) If the Green Zone had a suitable access, would Boston BC have supported this location over the proposed site, having regard to its proximity to the existing NG substation?"</p>

LV 2.14

Introduction

1. The Applicant believes that the Examining Authority meant to refer to the A17 rather than the A52. The question has been answered on this basis.
2. It is also considered that the above summary of the advice given by BBC to the Applicant is an over-simplification of the decision-making process that has been explained during the examination process, and enshrined in the DCO application documentation. BBC was presented with the Substation site

evaluation matrix prior to the decision on the Blue Zone. As communicated at the Hearings on the 17th November by Jacob Hain and confirmed by Paul Edwards of BBC, BBC was comfortable with the way the evaluation had been undertaken and that it had been done so in an appropriate way. No representations have challenged this decision.

3. A new dedicated access track formed part of the evaluation to both the Blue Zone and the Green Zone.
4. The evaluation concluded that there were some important differences between the Blue and the Green Zones. These are described clearly in the Environment Table of the Substation matrix, Appendix 8 of the Alternatives Consultation Report, which is Appendix B of the Site Selection and Design Report (document reference 8.17) (APP-117). In summary, the scores given to the evaluation matrix categories were:
 - Landscape and visual demonstrates that the Green Zone:
 - Scored more highly on Visual Amenity (as it was closer to existing Infrastructure)
 - Scored lower on Visual Receptors (as it was less remote than the Blue Zone and closer to residential properties)
 - Scored more highly on Landscape character (less remote)
 - Noise and Vibration demonstrates that the Green Zone:
 - Scored lower on Impacts on local human receptors during construction (due to impacts on residents of substation construction, but notably noise impacts from the access track were excluded because a new dedicated track was assumed)
 - Scored lower on operational noise impacts (due to proximity to residential properties)
5. At the end of the evaluation, the overall the scores for Blue and Green zones were very similar. BBC recommended a differentiation between the Zones to reflect local concerns voiced to them at the public exhibitions and in written correspondence, some of which the Applicant was copied into.
6. The Applicant understands that the Council's support for the Blue Zone was owing to BBC's conclusion that it was more important to local residents that the infrastructure be sited away from individual residential properties than to cluster infrastructure. Through local feedback, BBC took the view that minimising visual and noise impacts on residents (as would be the case with

the Blue Zone) outweighed any perceived landscape advantages from clustering the infrastructure (as would be the case at the Green Zone). Following discussion, the Applicant agreed with this conclusion.

7. In both the Blue and the Green Zones, strong concerns were raised by local residents about the potential for access to be taken through the village of Bicker and past a number of affected properties. BBC's support for the Blue Zone was on the basis that this was site which they believed most mitigated local concerns. The Applicant also advised BBC that had the Green Zone been chosen, a new permanent access route would have been further investigated. This is reflected throughout the evaluation matrix for the Substation, (see 'Traffic & Transport - Severance & disruption to the local road network' and 'Noise & Vibration - Impacts on local human receptors'). Once support was given by BBC, this received the 10% weighting on the overall score and this tipped the balance to favour the Blue Zone in the evaluation matrix. The Applicant agreed with BBC's views on the issues that were important locally.
8. The important point is therefore that both the Applicant and BBC concluded that the Blue Zone was the best zone for reasons other than access. If at the end of the evaluation process which took into account all considerations and views, the conclusion had been that the Green Zone was the preferred option, the Applicant would have committed to construct an access road to that Zone which avoided impacts on local residents. Without such a commitment, the Applicant is aware that BBC would not have been able to support the chosen zone to be taken forward into the Environmental Impact Assessment. Further detail on this is presented in the answer to b) below.

a) Explain whether all the shortlisted sites were proposed with permanent access roads.

9. Whichever substation would be chosen, a permanent access route would be required. All potential substation routes that were identified during the 2013 Alternatives Consultation would need to be 'permanent' because they would need to be designed to be able to accommodate component replacement in the unlikely event that there is a component failure during the operational phase. The access track would need to be able to accommodate the largest vehicles transporting the heaviest, widest or longest components, for the operational lifetime of the offshore wind farm. If the identified potential routes included sections of the existing road network, this road network may need to be upgraded permanently. It was anticipated, and communicated during the consultation, that there would be some instances where the existing road

network would need to be upgraded to accommodate construction and operational phase vehicle movements.

10. A common principle applied when identifying potential access tracks was to minimise disruption to residents, to make use of existing roads if appropriate, and to join the existing 'A Road' network at the location which caused least disruption and remained safe. The Substation Zone Reports which formed an important part of the 2013 Alternatives consultation documentation, describe the 'potential access routes' and are found in the Site Selection and Design Report (document reference 8.17 (Part 3), APP-119), Appendices I (Blue), J (Green), K (Orange) and L (Purple).
11. Following the consultation, it was clear that access was a very important issue to the communities near to the substation. The Applicant was anxious to ensure that whichever zone was ultimately selected, traffic impacts on local residents would be minimised and was therefore happy to commit to the construction of a dedicated new permanent access track.

b) Explain from where the Green Zone (Cow Bridge referenced as 'Site Sub F' in ES Volume 1 Chapter 4 6.2.1.4 [APP-023]) permanent access road would have been taken.

12. The ExA is referred to Section 3.1 of Onshore Substation Zone Report: Green Zone found at Appendix J of the Site Selection and Design Report (document reference 8.17 (Part 3), APP-119), which describes "Potential access routes from the closest A Road; in this case the A52". Two potential routes were identified during the consultation on alternatives for the Green Zone, and described in tables 3.1a and 3.1b.
13. Table 3.1a in Appendix J of the Site Selection and Design Report (document reference 8.17 (Part 3)) states that "*Route A (Figure 3.1): From the A52 the route turns onto Monument Road. The route then continues west along Monument Road for approximately 0.4 km until its junction with Church Road. The route then continues northwest along Church Road for approximately 0.7km, through Bicker village, until its junction with Rookery Road. The route then continues west along Rookery Road for approximately 0.3km until its junction with Ing Drove. The route then continues west along Ing Drove for approximately 0.6km until its junction with Cow Bridge. The route then continues northwest for approximately 1.3km before entering the green zone. The route is 2.9km in length from the nearest A road.*"
14. Table 3.1b in Appendix J of the Site Selection and Design Report (document reference 8.17 (Part 3)) states that "*Route B (Figure 3.1): From the A52 turns onto an access route previously utilised for delivery of wind turbines and for*

HGV access during the construction of the National Grid Bicker Fen substation. The route then continues north for approximately 1.2km until its junction with Ing Drove. The route then continues west along Ing Drove for approximately 0.6km until its junction with Cow Bridge. The route then continues northwest for approximately 1.3km before entering the green zone. The route is 2.3km in length from the nearest A road.”

15. Both routes identified for the Green Zone during the consultation would require upgrade of existing road network, although in the case of Route B, part of this route was identified along a temporary track which was constructed by National Grid for the construction of the existing Bicker Fen Substation. It should be noted that these ‘potential’ routes were the same as those identified for the Blue Zone.
16. Following the consultation and discussions with BBC, a commitment was made to build a new dedicated permanent access track. For the Green Zone the design of this track had not been developed to any level of detail, although an obvious starting point would be to attempt to secure the necessary rights to further develop the temporary track used for the construction of the Bicker Fen Wind Farm and the Bicker Fen Substation from the A52. However, the route would need to have avoided the sensitive properties on Cow Bridge lane completely. This route was not developed further because the Green Zone was not selected as the best option.

c) Explain whether a permanent access road from the A17 to the Green Zone site was sufficiently explored.

17. See the answer to b) above. If the Green Zone had been selected, and no acceptable route could be found from the A52, a route from the A17 would have been considered that is likely to have followed the route that was selected for the final DCO application. However, it should be noted that a Green Zone access track would be approx. 1.1km longer than the access route to the Blue Zone with the remaining section most likely running alongside the section of the 400kV cable route.

d) If the Green Zone had a suitable access, would Boston BC have supported this location over the proposed site, having regard to its proximity to the existing NG substation?”

18. The above responses should clarify that this question is based on an incorrect assumption that the access track was a primary differentiator between the Blue and the Green Zones. As explained, the Applicant would have considered the need for a new dedicated access for either the Green Zone or
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the Blue Zone and this had been the basis of all discussions with BBC and in the final evaluation. The Applicant's view is that the answer to the question is therefore no.

Question Number	Topic Heading/ Respondent	Question
LV 2.15	<p><i>Planting at the construction phase</i></p> <p>The Applicant</p>	<p>At the Landscape and Visual Hearing, held on Wednesday 18 November 2015 [EV-026 and EV-027], you stated that planting mitigation at the landfall site, the Intermediate Electrical Compound, along the cable route and the Substation could commence at the construction stage rather than the completion stage as originally intended by you. This would exclude any enabling works.</p> <p>a) Clarify whether this is still your position.</p> <p>b) State whether ‘Year 1’, as identified in the ES Volume 3 Chapter 2 (6.2.3.2 [APP-043]) would commence at this construction stage of the project.</p> <p>c) Show where the commencement of planting at the construction stage is secured through the draft DCO</p>

LV 2.15

a)

1. The Applicant can confirm that landscape mitigation planting at the IEC and Substation could commence at the construction stage rather than at the completion stage. Sewing of an appropriate wildflower seed mix at the landfall could also take place during the construction stage. Along the cable route, hedgerow improvement could also take place, in part, during the construction stage.

b)

2. Year 1 will commence at the IEC and Substation once sufficient landscape planting had been undertaken, such that once mature, any significant landscape and visual effects would be mitigated and therefore no longer significant. The amount of strategic planting, (planting undertaken immediately following enabling works), can only be determined at the detailed

design stage. Without knowing the amount of strategic planting that will be undertaken it is not possible to determine at what time Year 1 would commence.

c)

3. Paragraphs 7.6 and 7.11 of the Outline Landscape Strategy and Ecological Management Plan (8.8) set out that *“where reasonably practicable, some limited planting may be undertaken around the perimeter of the [IEC or] substation site once the enabling works are complete to allow for some landscaping to become established whilst the construction work on the above ground infrastructure is underway within the compound. The remainder of the planting will be undertaken on completion of the construction activities. This will be set out the landscaping scheme approved under Requirement 6 of the DCO.”*

Question Number	Topic Heading/ Respondent	Question
LV 2.16	<p><i>Management and maintenance of the planting</i></p> <p>The Applicant</p> <p>East Lindsey DC</p> <p>Boston BC</p>	<p>a) Confirm when the 10-year period of management and maintenance of the planting, as specified in Requirement 7(2) of the dDCO [REP3-043] would commence (i.e at 'Year 1' commencement of construction) and whether this is secured in the draft DCO.</p> <p>b) Clarify whether the 10-year period of management and maintenance of planting, as specified in Requirement 7(2) of the draft DCO [REP3-043] would be sufficient to ensure the successful of establishment of the planting.</p> <p>c) State whether you consider that the draft DCO is sufficiently precise as to the responsibility of the management and maintenance within the 10-year period.</p>

LV 2.16

a)

32. The Applicant can confirm that the 10 year period of management and maintenance of planting applies to each plant and is distinct from the definition of Year 1. This commitment to manage and maintain each plant is secured in Requirement 7(2) of the draft DCO (document reference 3.1) [REP3-043], which states that *“any tree or shrub planted as part of an approved landscaping scheme that, within ten years after planting, is removed, dies or becomes, in the reasonable opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted.”* As such, the 10 year period of maintenance and management applies to each plant and takes place regardless of the timing or phasing of planting.

b)

33. The Applicant considers that the 10 year period of management and maintenance of planting is sufficient to ensure the successful establishment of the planting. A Five year period for management and maintenance is a common condition in planning applications and therefore 10 years is considered to be more than sufficient.

34. It is likely, and indeed usual, that the first 5 years will see the most intensive period of maintenance and monitoring while the plants establish and adapt to the local conditions. Beyond the first five year period the maintenance requirements are considered likely to diminish. The Outline Landscape Strategy and Ecological Management Plan (Revision B) has been updated to include, at paragraph 7.14, an outline programme for the aftercare and monitoring, which is set out as follows:

- Year 1 details of start date, seed mix, details of planting, tree/shrub numbers and preliminary survival. Maintenance scheme, weeding, pruning, watering, feeding, etc. as required.
- Year 2 observation on the condition and growth of trees/shrubs, survival and replacement programme, details of any natural colonisation. Maintenance scheme carried out.
- Year 3 and 4 observations on condition and growth of trees/shrubs, survival and replacement programme, maintenance scheme carried out focusing on weeding requirements, tree stake removal.
- Year 5 observations on condition and growth of trees, and maintenance scheme carried out, site report reviewing progress and proposals for management during period to year 10.
- Years 5 to 10 observations on condition and growth of trees, and maintenance scheme carried out. Survival and replacement programme as required.

35. The Applicant has discussed the wording in Requirement 7(2) with Boston Borough Council (BBC) and BBC has confirmed that it is adequate in relation to the duration of plant maintenance. BBC has also confirmed that the wording of Requirement 7(2) is a standard form of words they would expect for this type of activity.

c)

36. The Applicant considers that the wording of Requirement 7 is sufficiently precise and that the responsibility for management and maintenance within the 10 year period lies with the Applicant. The Applicant has discussed the

wording in Requirement 7(2) with BBC and they have confirmed that the Requirement is adequate in relation to the responsibility for the maintenance and management of the mitigation planting for the proposed development.

Question Number	Topic Heading/ Respondent	Question
LV 2.17	<i>Planting on the cable route</i> The Applicant <i>All parties</i>	<p>In responses to Deadline 3, Lincolnshire County Council [REP3-024] states that the Applicant's assertion that only shallow root systems can be planted over the cable route is not justified.</p> <p>Please respond stating your reasons for supporting or refuting this assertion.</p>

LV 2.17

1. The Applicant reiterates the point it made in the Landscape and Visual Hearing (see para 1.58 of Appendix 4 of the Applicant's response to Deadline 3 *Written Summary of The Applicant's Oral Case put at Landscape and Visual Issue Specific Hearing on 18 November 2015*) that it is appropriate that only shallow rooted hedges species can be planted over the cables.
2. Protection of the cables, both for system integrity and for the safety of the public, is paramount in determining what restrictions are required in proximity to the cables. Deep rooted species have the potential to affect the integrity of the cable ducts and ultimately the cables themselves, should roots grow between or under ducts. Over time, strong root systems in deep rooted species can heave cable ducts and disrupt cable joints and can crush cable ducts and affect the integrity of the cable sheath and ultimately the cable core. Should this occur the presence of deep root systems is likely to increase the complexity of the remedial action required. In addition larger trees, if felled by wind throw, provide the potential to expose the cable ducts should the root plate topple and bring large amounts of soil with it.
3. Whilst, as noted by Lincolnshire County Council in paragraph 34 of their Deadline 3 submission Appendices (*Additional Representations made on behalf of the Lincolnshire County Council at the Deadline for the 30th November 2015 in respect of the Triton Knoll DCO Application*) deep rooted

species can be controlled to have shallow root systems by management of the size of the above ground portion of the tree or hedge, the Applicant's view is that this approach, whereby restrictions would have to be placed on the size of above ground growth, and management of all planting across the cable route would have to be undertaken by landowners to ensure compliance, still creates too great a risk to the integrity of the cables. It should also be noted that the potential impact on the environment, both from a landscape and biodiversity perspective, is greater should deep rooted species be planted above the cables as any management failures would necessitate further tree felling.

4. In addition to the technical and environmental implications of the planting of deep rooted trees above or in close proximity to the cables, it is noted that the landscape that is crossed by the cable route is a largely open and agricultural with relatively little tree cover. Therefore, the reinstatement plans provided would not alter the nature of the landscape.
5. The Applicant's approach to plantings above the cable is consistent with other Nationally Significant Infrastructure projects that require the installation of high voltage underground cabling; for example the Hinkley Point C Connection project (paragraphs 9.2.3 to 9.2.5 of Document Reference 5.21.1); Dogger Bank Creyke Beck (paragraph 8.9 of Document Reference 6.21.1); Rampion Offshore Wind Farm (paragraph 5.2.1 of Appendix 18 of the Applicant's submission for Deadline IX) and Navitus Bay Wind Park (paragraph 3.3.7 of the Applicant's Written Response to Deadline IV (Part 2)). This demonstrates that the approach is both evidence-based and reasonable.

Question Number	Topic Heading/ Respondent	Question
SE 2.1	<p><i>Economic Impact Analysis</i></p> <p>The Applicant</p>	<p>In your response to question SE 1.13 [REP1-044], you cite the Regeneris study (Document 6.2.5.3.3) [APP-076] and state that it has drawn on the analysis of actual economic and employment impacts from the construction of the Gwynt Y Mor Offshore Wind Farm in North Wales.</p> <p>i) Explain where the similarities are between the Gwynt Y Mor Offshore Wind Farm (GYMOWF) and your project;</p> <p>ii) Explain why the induced impacts generated by the additional spending from the employment created in the GYMOWF supply chain are considered to be relevant to construction of your project;</p> <p>iii) What account has been taken of the operation and decommissioning of your project?</p> <p>iv) Explain why you only considered one project and did not consider other more similar projects</p>

SE 2.1**i)**

1. The Applicant acknowledges that whilst the Triton Knoll Electrical System (TKES) does not include the Triton Knoll Offshore Wind Farm (TKOWF), the TKES is necessary in order for the economic benefits of the offshore construction activities to be realised. In addition, the proposed development is unusual in being separated from the offshore array for the purposes of consenting. As such, identifying suitable proxies to facilitate a comparison necessarily require the TKES to be considered alongside the TKOWF.
2. Gwynt y Mor provides an excellent comparator for the proposed TKES and TKOWF, comprising a project of the same type and scale. Gwynt y Mor is one of the largest constructed offshore wind farms in Europe at 576 MW and therefore one of the closest proxies for the scale of the 900 MW TKES and TKOWF, as well as representing a contemporary project having been

completed in 2014, and therefore one of the closest proxies for the timing of the TKES and the TKOWF.

3. On the basis of the above correlation, Gwynt y Mor provides a real life case study against which anticipated employment opportunities can be calculated from actual figures.
4. The economic analysis of Gwynt y Mor, presented in the Regeneris Report, include both the electrical system elements and the overall project. On this basis is it possible to separate out those impacts which relate specifically to the proposed development.
5. In addition, one half of the Triton Knoll joint venture, RWE, was responsible for the construction of the Gwynt y Mor project. Therefore the skills, experience, processes and procedures which resulted in the economic impacts at Gwynt y Mor, as set out in the Regeneris Report, are more likely to be transferred over to the proposed development than if they were drawn from another project led by a different organisation.
6. On this basis, the economic analysis undertaken for Gwynt Y Mor is considered to be a more than appropriate benchmark to inform the assessment of economic and employment impacts from construction of the proposed development.

ii)

7. The Gwynt Y Mor project (electrical system) is a similar type of project as the proposed development, thereby providing a basis to calculate anticipated employment opportunities. Gwynt y Mor comprises a 11 km onshore cable corridor, with 6 cable circuits and an onshore substation connecting the NGET transmission network. The TKES is a 60 km onshore cable corridor, with 6 cable circuits, an Intermediate Electrical Compound and an onshore substation connecting to the NGET transmission network.
8. The supply chain, and the induced impacts generated by the additional spending from the employment created in the supply chain, for Gwynt y Mor are considered to be representative of the anticipated construction impacts associated with the proposed development. This is based upon the correlation between Gwynt y Mor and the TKES and TKOWF.
9. The Regeneris report identified the total cost of the TKES and TKOWF construction to be around £3.9 billion. Of this, the electrical infrastructure is

anticipated to be 15-20% of the overall project costs, which is between £585 million and £780 million. Based on data from the Gwynt y Mor project, 34% of this value would be secured by contractors and employers in the UK, which is between £199 million and £265 million. This would equate to 1500 person years or 300 FTE jobs over a 5 year construction programme.

iii)

10. During the operational phase, the socio-economic impacts associated with the operation of the proposed electrical infrastructure will be minimal and have therefore not been considered further.
11. Decommissioning has been scoped out of the socio-economic assessment as referenced in the paragraph 3.111 of the PINS Scoping Direction [APP-093]. For socioeconomic receptors, therefore, decommissioning has not been considered further.

iv)

12. As set out in (i) above, the Applicant considers the Gwynt y Mor project to be an appropriate benchmark to the TKES and TKOWF and considers that the use of other projects may not offer the same strong level of correlation of scale and timing.
 13. The UK offshore wind sector is rapidly changing and the UK supply chain is developing and improving as the industry matures. Using another project as a comparison that does not present the same correlation in terms of timing may skew the results as they may draw on a period where the supply chain was less able to provide the goods and services than they were for Gwynt y Mor. Using another project as a comparison that does not present the same correlation in terms of scale may also skew the results as the economies of scale may be different.
 14. The fact that Triton Knoll is part owned by the RWE, who were also responsible for the construction of Gwynt y Mor means that there is also strong correlation in the skills, experience, processes and procedures. Using another project, with different construction management methods may skew the results.
 15. It is acknowledged that the length of the cable corridor between the two comparators is material, however this presents a conservative element to the comparison given that the proposed development is of a larger scale.
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16. As set out in paragraph 1.2 of the Regeneris Study, “the analysis work has drawn on:

- *The existing socio-economic chapter drafted for the Triton Knoll Offshore Wind Farm EIA*
- *Information provided separately by RWE, including costs and timescales for investments in electrical system components*
- *Experience from supply chain analysis undertaken for Gwynt Y Mor to help in making assessments regarding the degree of local sourcing of goods and labour for construction phase works*
- *National sector benchmarks, using data from the Office for National Statistics, to help in making assumptions about the number of employees supported by the scale of investment being made*
- *Regeneris’ bespoke regional and national input-output models, to help in assessing the supply chain and induced multiplier effects from investments made in local electrical system components*
- *Other wider sector benchmark information as required (eg published reports by DECC, Crown Estates and RenewableUK)”.*

17. It is the Applicant’s position that Gwynt y Mor is an appropriate comparison, that the careful selection of additional sources in the analysis provides a robust basis for analysis and that on this basis the additional comparison with other projects would not materially improve the interpretation of economic impacts and may add bias due to a reduction in the strong correlation presented above.

Question Number	Topic Heading/ Respondent	Question
SE 2.2	<i>Employment</i> The Applicant	<p>The draft DCO does not contain any requirements that seek to ensure that local people benefit from any opportunities for employment during the construction period.</p> <p>i) Why not?</p> <p>ii) Is the Applicant in discussions with the Greater Lincolnshire Local Enterprise Partnership (LEP) about this matter?</p> <p>iii) Are you aware of what the LEP would want to see in a local employment requirement?</p> <p>iv) Would the Applicant consider inserting such a local employment requirement?</p>

SE 2.2**i)**

1. The ExA will be aware that there are strict legal obligations relating to both employment and competition in procurement and that a requirement committing the Applicant to source a proportion of its workforce from the local area could be deemed to be in breach of those obligations. However, the Applicant is committed to ensuring that employment opportunities are offered up to the local community during both the construction and operational phase of the project and the *Regeneris Socioeconomics Impact Study* (ref doc 6.2.5.3.3) [Ref APP-076] provides details on the extent to which the Applicant believes these opportunities should be available.
2. The project is developing a Supply Chain Plan which is a key part of ensuring that local content, including employment, is maximised wherever possible. The details will be developed following consultation with the wider supply chain including the Local Enterprise Partnership in order to ensure that it describes a plan that is appropriate to the area and the project is able to deliver. This plan is required in order for the project to apply for its Contract for Difference (CFD), which is needed from DECC to support project delivery. As part of the CFD application process the project will be assessed on its supply chain plan and the

extent to which the project can stimulate local content. The Supply Chain Plan is currently being developed, and as set out below, the Applicant will seek to engage with the LEP on this in the New Year.

(ii)

3. The Applicant has sought to engage with the LEP on its Supply Chain Plan. The Applicant is currently trying to make contact to arrange a meeting.

(iii)

4. The Applicant does not consider it appropriate to comment on this until after it has met with the LEP and agreed a way forward.

(iv)

5. As the Applicant is already progressing its Supply Chain Plan a local employment requirement is not considered necessary to ensure that this is taken forward. As noted above the Applicant does not consider it appropriate or necessary to incorporate a requirement for this in the DCO but is committed to delivering what is achievable in the local context and within the legal framework in which it must operate.

Question Number	Topic Heading/ Respondent	Question
SE 2.3	<i>Tourism</i> The Applicant	<p>In paragraphs 46 to 48 of its written representation submitted at Deadline 3 [REP3-024], Lincolnshire County Council expresses concerns in respect of the possible effects of the scheme on various types of tourism and provides figures to indicate tourism's place and future in the local economy.</p> <p>i) Are you discussing these issues with Lincolnshire County Council?</p> <p>ii) Are you discussing these issues with the Greater Lincolnshire Local Enterprise Partnership (LEP)?</p> <p>iii) How are you seeking to mitigate the effects of the scheme on tourist destinations, including the Coastal Country Park and other nature/green tourist attractions being developed with a view to extending the season and increasing the value of the visitor economy?</p> <p>iv) Do you agree with the figures provided?</p> <p>v) If not, provide your figures</p>

SE 2.3**i)**

1. During the Triton Knoll EIA Evidence Plan process, extensive consultations were undertaken in preparing the Environmental Statement and application. A number of topic-specific Review Panels were established as reported in the EIA Evidence Plan (document reference 8.16, APP-116). LCC was represented on the Steering Group and relevant review panels by the relevant LCC Officers:
 - a. Human Environment (included Landscape and Visual, Socio-economics (including tourism and recreation) – LCC represented by LCC Strategic Planning Manager

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- b. Traffic and Access – LCC represented by LCC Highways Officers and the LCC Strategic Planning Manager;
 - c. Onshore Historic Environment – LCC represented by LCC Historic Environment Manager
 - d. Hydrology and Flood Risk – LCC represented by relevant LCC Officers
 2. Annex E3 of Appendix I of the TK EIA Evidence Plan (document reference 8.16) sets out a summary of the discussions within the Review Panel relating to Socio-Economic, Tourism and Recreation assessment and the areas of agreement and disagreement. It states that:
 - a. A representative of LCC attended the Human Environment Review Panel meetings on 15th May 2014 and 30 July 2014.
 - b. In relation to Socioeconomic issues (including tourism and recreation), topics of discussion included:
 - i. Coverage of health impact, including level of detail to be included
 - ii. Coverage of tourism and recreation impact, including level of detail to be included, and spatial extent
 - iii. Level of detail regarding economic analysis
 - iv. Coverage of quality of life and linkages between other environmental assessments
 - v. Baseline data study
 - vi. Decommissioning
 - vii. Cumulative project considerations
 - viii. Methodology
 - c. Areas of agreement included:
 - i. Access including Public Right of Way (PRoW) mitigation, including diversion requirements as part of the PRoW Diversion Plan
 - ii. Baseline for tourism and recreation to be sought from a wide variety of sources and updated regularly until submission of application
 - iii. As for tourism and recreation, overall baseline data study would seek information from a wide variety of sources and updated regularly until submission of application
 - iv. Decommissioning to be scoped out of socioeconomic assessment
 3. The TK EIA Evidence Plan was signed by LCC on 17th April 2015. An email confirming acceptance of the relevant content by LCC can be viewed at Appendix IV “*Stakeholder Notices of Acceptance of the EIA Evidence Plan Final draft*” of the Evidence Plan.
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4. The Applicant is not currently involved in any further detailed discussions on this matter with LCC.

ii)

5. Following Deadline 4, the client will seek to discuss the assessment of tourism effects with Greater Lincolnshire Local Enterprise Partnership (LEP). In addition to dealing with any concerns the LEP may have, the discussions will seek to ensure that the economic benefits of the project are realised within the local area.

iii)

6. The Applicant has sought to minimise impacts with careful route selection and project design. For example the Applicant has sought to minimise impacts on landscape and visual and tourism receptors by opting for an underground cable as opposed to overhead line and in routing the cable corridor so as to avoid the Lincolnshire Wolds AONB. Further, to minimise potential traffic related tourism impacts, the proposed development will maximise the use of a haul road along the length of the cable route to minimise disruption to tourists and popular tourist routes from construction traffic associated with the proposed development.
 7. The Applicant would highlight that the construction of the proposed development is generally within agricultural areas, which are generally outside of the tourist accessible areas. Once construction works are complete, there will be no legacy or distraction from the tourism assets on offer. Similarly, research from other similar schemes shows no evidence of any long term impacts to tourism. The Applicant refers to Volume 3, Chapter 3 *Socio Economic, tourism and recreation* of the ES, which found no significant effects from the proposed development, with the exception that there will be potential effects of construction activity, noise and disturbance during the construction phase.
 8. The Applicant recognises that a key part of the tourist appeal is the public access to the beach and around the coastal area in general. It is for this reason that the Applicant has made every effort to minimise temporary and permanent closure of Public Rights of Way (PRoW). The Applicant would highlight that only one PRoW (Hutt/10/4) will be temporarily closed for approximately 6 months throughout the entire construction period along the 60 km long cable route. This limits the closure of Hutt/10/4 to the discrete periods of the establishment and removal of the temporary construction
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compound (TCC) that is required for the landfall construction works (TCC1) only. Its closure protects public safety owing to the volume of HGV construction traffic that will be using this relatively narrow, raised track during these two discrete periods. During these two limited periods of closure and throughout the rest of the construction period there will still be access to the beach via other PRowWs to the north and south (Ande 964/1, Hutt/10/5, Hutt/9/1, Hutt/2/4), and access up and down the beach and the sand dunes will remain open. The ExA is directed to Sheet 1 of the Public Rights of Way Plans (document reference 2.7). It is the Applicant's position that impacts (even during construction) have been effectively minimised and that the mitigation put in place is appropriate and satisfactory.

9. The transition joint bays (TJBs) that are necessary to connect the offshore and onshore sections of cable for each circuit will be located in the field behind the sand dunes. Further, the TCC will also be located in this field. Owing to the location of the field behind the raised sand dunes, the principal areas of landfall construction activities are hidden from view from the beach.
10. The field that will accommodate the TJBs and TCC is currently in private ownership and is used for arable crops. However, it has been highlighted by the Lincolnshire Coastal Grazing Marsh Project²¹ as a strategically important field for the creation of new grazing marsh. As such, the Applicant has incorporated a number of site-specific mitigation measures into the design to ensure that the TKES does not represent a hindrance to the establishment of new grazing marsh. This is principally through the raising of the Transition Joints Bays by ~1.5 m to ensure that the TJBs are located above ground level (area of ~0.5 ha) and therefore above any standing water and to ensure that the drainage of raised ground neither hampers agricultural production in the field or leads to loss of water from the system that could not be impounded in the future should grazing marsh be created (i.e. drainage to be channelled into existing ditch system to enable control by weir if necessary). The ExA is directed to Appendix 1 of the Outline Construction Method Statement (Revision B) (document reference 8.7.1) for the detail of the mitigation measures agreed with the Lincolnshire Wildlife Trust in relation to this area. Whilst the principal purpose of new grazing

²¹ The Lincs Coastal Grazing Marshes Partnership is made up of a wide range of organisations including, East Lindsey District Council, English Heritage, Environment Agency, Heritage Lincolnshire, Lincolnshire County Council, Lincolnshire Wildlife Trust, Lindsey Marsh Drainage Board, National Farmers Union and Natural England.

marsh is to improve biodiversity, this in turn increases the tourist appeal of the area.

11. The access to and use of the beach is of critical importance for the local tourism industry. As such, the Applicant has sought to limit the duration of the construction activities that need to take place on the beach. Figure 1.2 of the Onshore Project Description Chapter (Chapter 3, Volume 1 of the ES) show that the areas of the beach within the Proposed Development Boundary have been split into the:

- a. Below Mean High Water Springs Beach Works Area; and
- b. Above Mean High Water Springs Beach Works Area

12. As described in paragraphs 1.25 to 1.79 and Figures 1.7, 1.8 and 1.9 of the Onshore Project Description, the Applicant has sought to limit the longer periods of construction activity on the beach to the smaller “Above Mean High Water Springs Beach Works Area” only. This maximises access to the accessibility of the beach within the Proposed Development Area.

iv)

13. The Applicant is not in a position to comment on the figures provided by LCC. The figures are not referenced in a manner that would enable the Applicant to undertake a review of their accuracy or provenance. Figures need to be presented with clear reference to the source documentation and where it can be found or accessed. If not publically available then the source should be appended to the LCC representation.

v)

14. The importance of tourism to Lincolnshire is recognised, indeed in paragraph 1.5.31 of the Socio-economic Baseline Annex (document reference 6.2.5.3.1), it is clearly identified that *“Lincolnshire is the 4th most popular coastal county in the UK (Greater Lincolnshire LEP (2014)) for tourism. There is a large seasonal tourism industry, drawn largely by the coast and marine environment. The number of visitors to Lincolnshire as a whole was estimated at 17.4 million in 2012, which was an increase from 17 million in 2011 (Greater Lincolnshire LEP, 2013).”*

15. The Socio-economic Baseline Annex goes on to present a range of baseline information about the tourism industry in Lincolnshire, which informed the assessment of impacts. Paragraph 1.5.13 of states that *“recreation and tourism brought just over £1 billion revenue into Lincolnshire in 2012 (Greater*

Lincolnshire LEP, 2013). Based on Visit England statistics, recreation and tourism revenue has decreased since 2008 when visitor expenditure was £1.33 billion (Visit England (2009). In 2012, tourism was thought to employ approximately 39,000 people in Lincolnshire (Greater Lincolnshire LEP, 2013) ... ELDC indicate in the Economic Baseline March 2010 that the coast is dominated by tourism, and strong employment growth has been witnessed over recent years and is worth more than £400m to the local economy. Skegness is the principal tourist destination and is particularly reliant on the tourism sector against comparator seaside areas (ELDC, 2010)."

16. Paragraph 1.5.14 states that *"there is evidence from the studies reviewed as part of the baseline to suggest that tourism remains an important contributor to the economy within the latter three authorities."*
17. Para 1.5.34 states that *"The Strategic Economic Plan, Part 1: Our Plan, prepared by Greater Lincolnshire LEP (2014) provides an overview as to existing investment which is being made to further encourage the tourism sector in the county. The strategy indicates that approximately £20 million is being invested in a range of projects in the county, including the opening of a purpose-built Magna Carta Vault in Lincoln, encouraging visitor numbers at Lincoln Castle and strengthening the county's role as a major UK centre for short breaks."*
18. The baseline information set out above and forming the basis against which our assessment has been undertaken is summarised in paragraphs 3.73 to 3.94 of Volume 3, Chapter 3 of the ES [APP-044].
19. The assessment presented in Volume 3, Chapter 3 of the ES [APP-044] considers potential effects on set out in table 3-7 including *"Recreation and tourism: Disruption to availability of/enjoyment of recreational and tourism attractions" during both the construction and operational phases.* The range of embedded mitigation measures are set out in paragraphs 3.99 – 3.101 and Table 3-8.
20. The construction phase assessment of tourism and recreation effects is set out in detail in paragraphs 3.126 – 3.161. The sensitivity of the relevant receptors would be medium as there are tourism attractions of regional importance and the assessment considers recreational users and tourists. Due to the likelihood that construction will occur during the peak tourism period (spring and summer), the magnitude of this impact on receptors (local recreational users and visitors) is medium as the impact is of regional

economic importance. The Applicant anticipates that there may be minor adverse effects on tourism and recreation during the construction phase.

21. The operational phase assessment is set out in paragraphs 3.168 – 3.169. The sensitivity of the relevant receptors would be medium as there are tourism attractions of regional importance and the assessment considers recreational users and tourists. There are not predicted to be any impacts as there is no loss or alteration of characteristics, features or elements identified, therefore the magnitude of impact is expected to be very low. The Applicant anticipates that there would be negligible effects on tourism and recreation during the operational phase.

Question Number	Topic Heading/ Respondent	Question
SE 2.4	<i>Tourism</i> The Applicant	<p>Regarding your proposed closure of the footpath PRoW Hutt/10/4 at Anderby Creek:</p> <p>i) detail when, for how long and at what times of year the footpath will be closed</p> <p>ii) explain why it is neither possible nor necessary to divert this footpath</p> <p>iii) is this matter being discussed with either Lincolnshire County Council or the Lincolnshire Wildlife Trust?</p> <p>iv) detail what impacts will this proposed closure have on tourism, and whether or not they are adequately assessed in the Environmental Statement, bearing in mind Lincolnshire County Council's stated aims (paragraphs 36, 43 and 47, and Appendices 1 and 2 of its written representation for Deadline 3 [REP3-024, REP3-025]) of:</p> <p>a) expanding tourist activities beyond the traditional bucket and spade holiday season;</p> <p>b) moving into green tourism;</p> <p>c) encouraging a healthy economy based on year-round tourism;</p> <p>d) developing the Coastal Country Park</p>

SE 2.4**i)**

1. The closure of PROW Hutt/10/4 at Anderby Creek is anticipated to be closed for approximately 6 months. Two separate closures are anticipated within the 36 month construction period, one for site establishment (3 months) and one for site demobilisation (3 months) of the Temporary Construction Compound (TCC) at the

landfall (TCC1). It is not yet possible to specify a time of year for these closures as this will be subject to the detailed design process.

ii)

2. The PRow will need to be temporarily closed in order to ensure safety of the public during periods of more intense construction activity, such as during access track improvement works and during mobilisation of the landfall temporary construction compound and trenchless cable installation equipment. It is not considered necessary to divert Hutt/10/4, as a number of alternative means of access to the beach are available and any diversion would utilise these existing PRows. The existing PRows (Ade 964/1, Hutt/10/5, Hutt/9/1, Hutt/2/4) include access via Moggs Eye car park to the north and Anderby Creek to the south, and access up and down the beach and the sand dunes will remain open. Alternative access to the beach will be clearly signposted at either end of the closed PRow, as set out in paragraphs 3.5 and 3.6 of the Outline Construction Method Statement (Revision B)(document reference 8.7.1).

iii)

3. With regards to discussing the matter of the closure of Hutt/10.4, the Applicant promoted the EIA Evidence Plan process, which considered PRows closures and diversions in some detail. The Human Environment: Socioeconomics, Tourism and Recreation review panel considered impacts on and management of PRows and was attended by representatives from Lincolnshire County Council (LCC), East Lindsey District Council (ELDC) and Boston Borough Council (BBC). The Human Environment: Socioeconomics, Tourism and Recreation Review Panel meetings took place on the 15 May 2014 Peterborough and 30 July 2014 in Horncastle. This involved specific discussion of the use of the footpath (Hutt/10/4) from Roman Bank for the entrance to the construction activities at the landfall and also the temporary closure during the establishment and de-mobilisation of TCC1.
4. The TK EIA Evidence Plan was signed by the relevant individuals within LCC who had been engaged in the Evidence Plan process and issue-specific Review Panels. Emails confirming acceptance of the relevant content by the Strategic Planning Manager from LCC (received on 17th April 2015) and the Area Highways Manager from LCC (received on 21st April 2015) can be viewed at Appendix IV "Stakeholder Notices of Acceptance of the EIA Evidence Plan Final draft" of the Evidence Plan.
5. Following the close of the hearings in November 2015, the Applicant has offered to discuss the PRow with LCC. However, to date, LCC has not responded to this request for a meeting. Lincolnshire Wildlife Trust have not raised PRow with the

Applicant as an area of concern and thus this has not been a topic of discussion between the two parties.

iv)

6. The impact of the temporary closure of Hutt/10/4 is assessed in the Environmental Statement. The ExA is referred to paragraphs 3.116 to 3.125 and Table 3-9 in Volume 3, Chapter 3 *Socio-economics, tourism and recreation* of the ES [APP-044], which set out that there are minor adverse construction effects, which are not significant in EIA terms. The ExA is referred to paragraph 3.167 in Volume 3, Chapter 3 *Socio-economics, tourism and recreation* of the ES, which sets out that there are anticipated to be negligible operational effects.
7. There are a number of other PROWs available which provide access to the beach; therefore, there will be minimal impact on coastal tourism during this time. In the periods of the construction phase which do not involve the establishment or removal of TCC1, the PROW will be open to the public. In addition, the Applicant has committed to reinstate Hutt/10/4 to its former condition.
8. The transition joint bays (TJBs) that are necessary to connect the offshore and onshore sections of cable for each circuit will be located in the arable field behind the sand dunes. Further, the TCC will also be located in this field. Owing to the location of the field behind the raised sand dunes, the principal areas of landfall construction activities are hidden from view from the beach. Further, as the transition joint bays are buried, with the exception of some small manhole covers, there is no long term visual impact of the landfall infrastructure. In addition, the wildflower mix that will be planted on the raised area that will accommodate the TJBs, will encourage biodiversity in an area that is currently in arable use. The Applicant will be responsible for the annual cutting and maintenance of the wildflower area.
9. The field that will accommodate the TJBs and TCC is currently in private ownership and is used for arable crops. However, it has been highlighted by the Lincolnshire Coastal Grazing Marsh Project as a strategically important field for the creation of new grazing marsh. As such, the Applicant has incorporated a number of site-specific mitigation measures into the design to ensure that the TKES does not represent a hindrance to the establishment of new grazing marsh. The ExA is directed to Appendix 1 of the Outline Construction Method Statement (Revision B) (document reference 8.7.1) for the detail of the mitigation measures agreed with the Lincolnshire Wildlife Trust in relation to this area. Whilst the principal purpose of new grazing marsh is to improve biodiversity, this in turn increases the tourist appeal of the area, including green tourism and also ensures

that there is no long term hindrance to the establishment of the Coastal Country Park.

10. It is the Applicant's position that given the minor significance of effects on tourism during the construction phase and the continued access to the beach in close proximity to the landfall, there would be no significant impacts which would affect the aspirations of the council to expand the tourist season, move to green tourism, encourage a year round tourism or further develop the coastal country park.

Question Number	Topic Heading/ Respondent	Question
SE 2.5	<p><i>Joint Pits</i></p> <p>The Applicant</p>	<p>In paragraph 1.26 of Appendix 22 to your Deadline 3 submission [REP3-058], you state that cable joint pits, approximately 10m by 2m, will be required every 600m to 1000m for each circuit, and will consist of a concrete plinth.</p> <p>i) At what minimum depth below ground level will the top of this concrete plinth be?</p> <p>ii) At what minimum depth below ground, other than immediately below the link boxes, will the underground testing cables be?</p> <p>iii) Will this minimum depth be sufficient to allow standard farming activities such as mole ploughing and subsoiling to be carried out?</p> <p>iv) Where will this minimum depth be secured?</p>

SE 2.5

(i)

- The concrete plinth is required to provide support to the joints, so the cables at the joint location are protected from movements that may put 'stress' on the joints. The concrete plinth is therefore located below the jointed cables. As noted in paragraph 1.142 of Volume 3, Chapter 1, *Onshore Project Description* [APP-042] of the ES the plinth may include small walls, but the top of these walls would be no shallower than the top of the cable ducts. Joint bays therefore do not introduce any infrastructure that is shallower than the cable ducts themselves.
- Paragraph 1.131 in *Volume 3, Chapter 1 Onshore Project Description* of the ES [APP-042] states that cable will be laid at a depth of 900 mm from the top of the subsoil. However, in light of representations made during the

examination the Applicant is able to specify a minimum depth for the installation of the cable ducts as 1.2 m from the ground surface. This clarification of burial depth from the ground surface has been set out in paragraph 5.5 of the Outline Construction Method Statement (Revision B) (Appendix 21 of the Applicant's Response to Deadline 4)

(ii)

3. The cables between the joints and the link boxes will be at the same depth as the jointed export cables they are connected to. As inferred in the question, the cables will turn directly under the link box and run vertically up into the bottom of the link box.

(iii)

4. The minimum burial depth of 1.2 m from the ground surface is sufficient to allow standard farming activities such as mole ploughing and subsoiling to be carried out. Standard farming activities generally take place within 600 mm of the surface. Mole draining (or Mole ploughing) takes place at around 600 mm from the surface and therefore might be slightly deeper than this in some cases. Subsoiling tends to take place between 300 mm and 450 mm from the surface.

(iv)

5. The clarification of burial depth from the ground surface has been set out in paragraphs 5.5 of Appendix 21 of the Applicant's Response to Deadline 4 *Outline Construction Method Statement (Revision B)*. The Outline Construction Method Statement is secured in Requirement 14 of the draft DCO (document reference 3.1).

Question Number	Topic Heading/ Respondent	Question
SE 2.6	<p><i>Joint Pits</i></p> <p>The Applicant</p>	<p>In paragraph 3.2 of the National Farmers' Union (NFU) and Lincolnshire Association of Agricultural Valuers (LAAV) written submissions submitted at Deadline 3 [REP3-027], it is recognised that it will be very difficult to locate jointing pits in field boundaries due to all the hard constraints, but that the NFU and LAAV would like to enter into negotiations as soon as possible on the location of all jointing bays and link boxes so that if the location is possible in a field boundary this can be achieved.</p> <p>i) Have you started negotiations with any farmers or landowners in respect of the locations of any jointing bays and link boxes?</p> <p>ii) Provide an update.</p>

SE 2.6

i)

1. The Applicant has met the Land Interest Group²² (LIG) on 3 and 22 December 2015. At these meetings the location of joint bays and link boxes was discussed in detail. During discussions, the Applicant confirmed that the location, orientation and grouping of link boxes will be informed (subject to hard constraints) through discussions with the landowner. The LIG noted the constraints stated by the Applicant on the siting of joint bays and link boxes, and noted that jointing bays and link boxes may be in the middle of the field.
2. As set out in the Construction sequencing, cable testing and joint bay location clarification note, Appendix 22 of the Applicant's Response to Deadline 3

²² The LIG represents the NFU, LAAV and the CLA.

[REP3-058], prior to the detailed design of the proposed development it is not possible to know the approximate location of joint bays and link boxes. It would therefore not be appropriate to initiate discussions with farmers in respect of the detailed locations of joint bays and link boxes at the current time. As such, discussions with landowners in this regard have not yet taken place. These discussions will take place following detailed design of the proposed development.

Question Number	Topic Heading/ Respondent	Question
SE 2.7	<i>Cable route</i> The Applicant	<p>In his written representation for Deadline 3 [REP3-014], Mr JRM Mackinder on behalf of the Mackinders details an alternative cable route which he believes you should and could take.</p> <p>i) Have you discussed this with Mr Mackinder? ii) Are you considering this alternative route? iii) If so, give an update of your position; and iv) If you are not considering this alternative route, explain why.</p>

SE 2.7

1. Mr Mackinder submitted a plan with his representation dated 26 November 2015, upon which was marked land drainage details, as well as assumed routes of Anglian Water assets, namely a redundant sewer and a live sewer.
2. The Applicant welcomes the information regarding land drainage. The Applicant acknowledges that Mr Mackinder pointed out above-ground infrastructure (raised inspection chambers and valves) belonging to Anglian Water during the accompanied site visit on 10 November 2015.
3. The Applicant has had previous discussions with Mr Mackinder regarding the cable route alignment in this area dating from June 2014. Indeed, Mr Mackinder includes as part of his representation, copy correspondence from the Applicant's land agent, Ardent, from May 2015, in connection with a request to re-align the cable route.
4. The alternative route suggested by Mr Mackinder has been considered previously by the Applicant. The Applicant does not intend to consider this proposal again. The Applicant took into account a number of factors when evaluating the previous realignment request, including information provided to the Applicant by Anglian Water (reproduced below), as well as engineering,

landscape, ecological and archaeological constraints, which were considered over the whole of the cable route.

5. The trenchless technique referred to by Mr Mackinder (horizontal directional drilling) does allow cables to be installed under obstacles or features. However, trenchless construction techniques do present practical challenges to cable route location and alignment. For example, there are technical limitations on drill angles (both at entry and exit, as well as over the length of a drill run) and drill distances. These factors limit the overall route which can be achieved.
6. In March 2015, Anglian Water provided a plan, not to scale, showing the approximate location of live and abandoned assets. Along with this plan, Anglian Water advised that “the abandoned pipe and the live pipe are in close proximity so extreme caution and adequate protection would be needed.” Furthermore, “.the location of the apparatus is indicative...”. The Applicant took account of the information provided by Anglian Water and is confident that the proposed development avoids the live Anglian Water sewer pipe.
7. Sheet 11 of Figure 6-4, and Table 6.1 of the Site Selection and Design Report [APP 117] explains that the cable route has previously been amended by the Applicant as far as reasonably practicable in response to an earlier route change request from Mr Mackinder.

Question Number	Topic Heading/ Respondent	Question
SE 2.8	<p><i>Cable route</i></p> <p>The Applicant</p>	<p>In his written representation for Deadline 3 [REP3-033], Mr Hand of Hand Brothers provides further details of an alternative cable route which he believes you should and could take.</p> <p>i) Have you discussed this with Mr Hand and with Mr Caudwell, the other affected landowner?</p> <p>ii) Are you considering this alternative route?</p> <p>iii) If so, give an update of your position; and</p> <p>iv) If you are not considering this alternative route, explain why.</p>

SE 2.8

1. Mr Graham Hand submitted plans with his representation dated 20 November 2015, which included land drainage details. The Applicant welcomes the information regarding land drainage.
2. The Applicant acknowledges that Ian Baker, for the Applicant, agreed to a further site visit to discuss the proposal put forward by Mr Hand during the accompanied site visit on 10 November 2015.
3. The Applicant has had discussions with Mr Hand regarding the cable route alignment in this area dating from 2014. The cable route had previously been amended by the Applicant as far as reasonably practicable in response to an earlier route change request from Mr Hand. In amending the route, the Applicant reduced the length of cable route affecting Mr Hand's land, and the cable route changed from affecting two of Mr Hand's fields to affecting one field. This changed is captured on sheet 9 of Figure 6-4 and Table 6.3 in the Site Selection and Design Report [APP-117].
4. The alternative route suggested by Mr Hand is very similar to that previously proposed by Mr Hand. The Applicant has not discussed this latest alignment suggestion with Mr Hand or Mr Caudwell.

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5. The Applicant's land agent had received a letter dated 08 October 2014 from Mr Hand, and responded by letter dated 09 January 2015, in which the Applicant explained:

"Your request to amend the cable route has been considered against all the relevant constraints. The proposed cable route has previously been aligned to follow field boundaries as far as reasonably practicable. Implementing your suggestions would have impacts on a number of other smaller fields. In assessing our cable route options, we have to assume that proposals which are significantly far advanced through the planning process will go ahead and plan accordingly."

6. The last sentence of the above explanation is a reference to the Orby Wind Farm, which was a proposed onshore wind farm under development and the subject of a planning appeal at the time of the route change request.
7. In the letter dated 09 January 2015 to Mr Graham Hand, the Applicant further explained:

"With a scheme of this size it is impossible to traverse the landscape without having an impact on some archaeological remains. We have sought to understand the archaeology within the scheme and a wider study area to develop a balanced appreciation of the significance of the impacts. We have engaged with local and national experts from Lincolnshire County Council and English Heritage to ensure that the judgements are reasonable. The scheme design has involved the avoidance of impact on any archaeological remains of the highest order of importance (such as Scheduled Monuments or Listed Buildings), and where possible concentrations of archaeological remains have been avoided by re-routing.

The route does intercept known archaeological remains to the north of the Intermediate Electrical Compound (IEC) site and Marsh Lane, and the Preliminary Environmental Information (PEI) documentation incorporates those that are known from the local authority historic environment record as well as from original research commissioned specifically for this assessment (i.e. analysis of historic maps, aerial photographs, LiDAR data and walk-over survey). The PEI considers the importance of the known remains, the magnitude of the impact and reconciles these with an attribution of the significance of the impact. In the PEI we identify measures to confirm the desk-based research and help suggest appropriate mitigation of the impact.

The known archaeological remains to the north of Marsh Lane within the proposed route consist of field systems and findspots of pottery. These are

thought to be related to the Medieval settlement of Ashingdon to the west, with the pottery fragments from the deposition of farmyard manure on the fields. The field system is considered to be of Medium importance. The cable route will pass through these features, but will impact on a small proportion of them, resulting in an impact of Medium magnitude. This equates to an impact of Minor significance.

Evaluation trial trenching is suggested to test the dating and identification of the field system, and if proven to be archaeologically significant then strip, map and sample archaeological investigations of this part of the cable route will be undertaken ahead of cable construction. This mitigation of the scheme impact is considered to be appropriate for archaeological remains of this level of importance, and will result in a residual Negligible impact. Adjustment to the cable route in this area is not considered to be an option, since there is a high density of known features, some of which, such as the Medieval settlement of Ashingdon are of higher levels of importance.”

8. The Applicant took into account a number of factors when evaluating the previous realignment requests, including engineering, landscape, ecological and archaeological constraints, which were considered over the whole of the cable route. The Site Selection and Design Report [APP-117] Section 6, ‘Onshore Cable Route Selection and Design’, also explains the logic involved in identifying the onshore cable route; cost being not the only consideration.
9. Mr Hand makes specific points in his representation with regards to i) a complex gripping scheme, ii) a mature hedgerow and iii) a registered medieval site.
 - i. The Applicant welcomes the information regarding the gripping scheme provided by Mr Hand.

The Applicant directs the ExA to Appendix 26 of the Applicant’s response to Deadline 2, ‘Agricultural Land Drainage Clarification Note’ [REP2-026], as well as the Applicant’s response to Second Written Question SE 2.16, both of which address drainage matters.

The Applicant is also in discussion with the Land Interest Group (a working party formed from representatives of the National Farmers’ Union, the Lincolnshire Association of Agricultural Valuers and the Country Land and Business Association). These discussions include land drainage works.

- ii. The Applicant provided further detail on the removal of hedgerows and their reinstatement at paragraphs 1.57 to 1.60 in Appendix 4 ‘Written Summary of The Applicant’s Oral Case put at Landscape and Visual Issue

Specific Hearing on 18 November 2015' [REP3-040], and provided further response in Appendix 24 to Deadline 3 [REP3-060].

- iii. In addition to the statements made in the letter dated 09 January 2015 to Mr Graham Hand (quoted above), Volume 3, Chapter 8 'Historic Environment' of the Environmental Statement [APP-049] explains that:

"A phase of geophysical survey and targeted evaluation trial trenching across the Proposed Development Boundary is proposed prior to construction in order to confirm the heritage assets identified to date and identify additional assets not previously known."

Furthermore, an 'Outline Written Scheme of Investigation for Onshore Archaeology' describing commitments and methodologies for further assessment and mitigation of the onshore elements of the proposed development has been submitted [APP-111]. This document has been agreed with consultees as a suitable programme of works; it describes post-consent commitments to further pre-construction assessments relating to archaeological potential and also sets out the suite of mitigation measures that could be adopted either in advance of or during the construction phase to protect heritage assets.

10. Although the Applicant considers it has fully addressed Mr Hand's alternative route proposal it is still happy to meet Mr Hand and view the proposal on site.

Question Number	Topic Heading/ Respondent	Question
SE 2.9	<i>Cable Depth</i> The Applicant	<p>At paragraph 4.2 of the NFU and LAAV written submissions submitted at Deadline 3 [REP3-027], it is recognised that the restriction of carrying out agricultural operations within 0.6m as stated in clause (c) of the Restrictive Covenant contained in Schedule 5 of the draft DCO [REP3-043] effectively prevents farmers from sub-soiling or mole ploughing, operations which need to be carried out on a regular basis. Further, there is the need to lay cables below the level of the active agricultural land drainage pipes (paragraph 1.41 of your Appendix 5 submitted at Deadline 3 [REP3-041] so as to minimise interference with existing field drains.</p> <p>i) Have you obtained details of field drainage systems for each field which the cable route passes through?</p> <p>ii) What steps are you taking to ensure that cables are laid deep enough both to avoid existing field drainage systems and to allow farmers to carry out essential farming operations?</p> <p>iii) Would you be willing to commit to a depth of at least 0.5m below existing drains as requested by Mr Grant [REP3-004]?</p> <p>iv) Should there be a minimum depth for the entire onshore cable route?</p> <p>v) If there were a minimum depth specified,</p> <p>a) Where and how would it be secured in the draft DCO?</p> <p>b) could the 0.6m restriction then be relaxed to a higher figure?</p> <p>c) what would this higher figure be?</p>

SE 2.9

i)

1. The Applicant has not received details of field drainage systems for each field which the cable route passes through. This information will be collected by an Agricultural Liaison Officer during pre-construction surveys as set out in the Outline Soil Management Plan (Revision B) (document reference 8.7.5) (Appendix 25 of the Applicant's Response to Deadline 4). Detailed information on the existing conditions of the ground through which the cables are passing, including drainage, is important to feed into the detailed design of the proposed development.

ii)

2. The Applicant has committed to installing cable circuits below the level of any active agricultural land drainage systems. A minimum separation distance between cable circuits and drainage pipes of 0.3 m is considered to be appropriate. This principle, alongside the commitment to install cables at least 1.2 m from the ground surface, ensures that normal farming operations are not impeded.

iii)

3. The Applicant considers that a depth of at least 0.3 m between cable circuits and drainage pipes is sufficient to ensure that drainage systems can be effectively reinstated and safely operated and maintained. A greater depth of separation would not afford drainage systems greater protection and would unnecessarily increase the overall environmental impact of construction. This is because the greater overall excavation depth results in more disturbance to the ground, especially when shuttering or stepping the excavation, longer construction duration and more complexity in soil management and reinstatement.

iv)

4. The Applicant considers that the existing commitment to burial depth in paragraph 1.131 in Volume 3, Chapter 1 Onshore Project Description of the ES [APP-042], which states that cable will be laid at a depth of 900 mm from the top of the subsoil, is sufficient. However, in light of representations made during the examination the Applicant is able to specify a minimum depth for the installation of the cable ducts as 1.2 m below the ground surface in agricultural land. This clarification of burial depth from the ground surface has
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been set out in paragraphs 5.5 of the updated Outline Construction Method Statement (Revision B) (document reference 8.7.1) (Appendix 21 of the Applicant's Response to Deadline 4). The Construction Method Statement will form part of the Code of Construction Practice approved by the relevant planning authority in accordance with Requirement 14 of the draft DCO.

v) (a)

5. The commitment to a burial depth below the ground surface is set out in paragraphs 5.5 of the updated Outline Construction Method Statement (document reference 8.7.1) (Appendix 21 of the Applicant's Response to Deadline 4).. The Construction Method Statement is secured in Requirement 14 of the draft DCO (document reference 3.1).

v)(b)

6. As explained in the Applicant's response to the ExA's Question CA 2.10, were the physical integrity of the proposed development to be put at risk from interference/damage, the safety of the public, continuous supply of electricity and attainment of the Government's climate change objectives would be jeopardised.
7. It is therefore necessary to seek power to impose the restrictive covenant to ensure that the cables are appropriately protected from interference/damage and can be accessed for maintenance and repair activities. At the meeting with the LIG on 3 December, the Applicant and LIG agreed that both the cable operator and landowner/occupier do not want cables to be hit, as set out in the agreed minutes attached as part of (Appendix 38 of the Applicant's Response to Deadline 4). It is the Applicant's position therefore that it is reasonable for measures to be put in place to prevent this.
8. Paragraph (c) of the restrictive covenant seeks to prevent excavations or other agricultural practices from being undertaken on/in the relevant land parcels below a depth of 0.6 m from the surface of the land, without the consent of the Applicant. It should be noted that such consent is not to be unreasonably withheld and, where the cable operator is satisfied that the proposed works do not pose a risk, such consent will be readily given.
9. The 0.6 m depth referred to in the restrictive covenant is appropriate and necessary to ensure there is a safe distance maintained from the cables, whilst ensuring that most standard farming practices can continue to proceed as they do currently without the need to obtain the cable operator's prior consent.

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10. The Applicant proposes to modify paragraph (c) of the restrictive covenant to enable further specified activities, which will not jeopardise the physical integrity of the proposed development, to be undertaken without the need to obtain prior consent.
 11. The Applicant considers however, that for invasive activities occurring less frequently than on an annual basis, that are deep enough to pose a potential risk to the cables, it is appropriate to ask landowners to engage with the cable operator prior to undertaking those activities. Ongoing infrequent engagement throughout the operational life of linear infrastructure projects has been shown to be an extremely effective way of avoiding accidents, without creating an overdue burden on landowners or farmers. The ExA is referred to Annex A of the Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015 [REP3-038]
 12. Mole draining for example, takes place every 3 to 5 years at around 600 mm from the surface and might be slightly deeper than this in some cases. It is considered that mole drainage would require consent of the operator of the proposed development. Subsoiling normally takes place between 300 mm and 450 mm from the surface and can take place up to every year, although subsoiling on a less frequent basis is much more common and therefore would not require prior consent.
 13. On the basis of the information above it is the Applicant's position that the 0.6 m distance in the restrictive covenant is appropriate and should neither be relaxed or increased.

v)(c)

14. Not applicable.

Question Number	Topic Heading/ Respondent	Question
SE 2.10	<i>Restrictive Covenant</i> The Applicant	<p>Given the discussions at the Socio-economic and the CA Hearings and the subsequent representations made at Deadline 3, are you redrafting the Restrictive Covenant?</p> <p>If so, provide a redraft or report on progress made towards a redraft</p>

SE 2.10

1. Having received substantive feedback on the proposed form of restrictive covenant included in Schedule 5 of the Order for the first time at the Socio-economic and CA Hearings, the Applicant has reviewed the nature of the restrictive covenant and where it should apply.
2. The Applicant met with the Land Interest Group (“LIG”) on 3rd and 22nd December 2015. At both meetings the issue of Restrictive Covenants was discussed and the LIG set out to the Applicant those regular activities which the LIG considers should not require consent. The Applicant subsequently reviewed those activities with a view to modifying the form of restrictive covenant where those identified activities would not pose a risk to the integrity of the proposed development, or to the safety of those working in proximity to the infrastructure.
3. The Applicant met with the Environment Agency (“EA”) and the Internal Drainage Boards (“IDBs”) on 3rd December 2015. The restrictive covenant was discussed during the meeting and the EA and IDBs further explained their concerns; and those activities which the IDBs and EA undertake in accordance with their statutory powers. The Applicant has subsequently reviewed the form of restrictive covenant with a view to modifying it to exclude activities reasonably required to be carried out by the IDBs and EA in exercise of their statutory functions and rights.

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4. A modified form of restrictive covenant has been tabled for discussion with relevant parties i.e. Lincolnshire County Council (“LCC”), the Environment Agency (“EA”), the LIG and the three Internal Drainage Boards (Black Sluice Internal Drainage Board, Lindsey Marsh Drainage Board, and Witham Fourth Internal Drainage Board- “IDBs”).
 5. The Note at Appendix 30 to this Deadline 4 response includes the modified form of restrictive covenant circulated on a draft basis, together with a schedule which sets out the changes made and the rationale for them.
 6. The Applicant and the LIG are due to consider the issue further at the next meeting scheduled for 14th January 2016. The Applicant will also continue discussions with the EA, IDBs and LCC regarding the proposed modifications to the form of covenant.
 7. The Applicant is endeavouring to agree a modified form of restrictive covenant with the aforementioned parties before making amendments to the form currently included in Schedule 5 of the Order.

Question Number	Topic Heading/ Respondent	Question
SE 2.12	<i>Agricultural Liaison Officer</i> The Applicant	<p>In the outline Soil Management Plan [APP-103] you outline the role of the Agricultural Liaison Officer (ALO) in relation to soil sampling, crop regimes, field boundaries, existing drainage and existing access arrangements.</p> <p>i) Will the ALO be involved proactively in meeting landowners and farmers on a regular basis to understand their concerns?</p> <p>ii) What other planning, design, construction, operation and decommissioning issues do you consider the ALO will need to address?</p> <p>iii) Do you consider that one or more ALOs should be appointed now?</p> <p>iv) How many ALOs do you think will be needed and over what timeframe to ensure proper coverage of these issues?</p> <p>v) Provide further details of the roles and responsibilities of the ALO in dealing effectively and efficiently with these issues to the satisfaction of landowners and farmers over the lifetime of the project, either in the Soil Management Plan or another Management Plan, ensuring that these details are secured through the DCO by Deadline 4.</p>

SE 2.12

i)

1. The ALO team will be involved in proactively meeting landowners and farmers on a regular basis during the detailed design and construction phases. The involvement of landowners and farmers is key to making sure the detailed design is appropriate and takes into account local information and the wishes

of the landowners where possible. It is not possible at this stage to confirm the frequency of the landowner visits, however care will be taken to ensure a balance is struck to ensure sufficient liaison without over-burdening farmers or landowners. The Applicant, however, has agreed to a strategic meeting with the LIG on a quarterly basis throughout the development to discuss key issues affecting landowners involved with the proposed development.

ii)

2. The Role of the ALO team is set out in detail in Section 2 of the Outline Soil Management Plan (Revision B), which is attached at Appendix 25 of the Applicant's Response to Deadline 4.

iii)

3. The Applicant confirms that the ALO function will be appropriately resourced to deal with the range of activities throughout the life of the project. During some periods the ALO role may be resourced with one person, such as prior to detailed design or during operation, whereas during detailed design stage there may be a number of ALOs working in a diverse team covering all aspects of the role. To clarify this, Section 2 of the Outline Soil Management Plan (Revision B) states that *“engagement requirements will vary over the life of the project but will be provided by an appropriate number of suitably qualified Agricultural Liaison Officers (ALO), working together in a team managed by the Applicant. This note refers to the Agricultural Liaison Officer, however it is recognised by the Applicant that a number of people will be needed to fulfil this role during the pre-application design and construction phase of the proposed development.”*

iv)

4. The ExA is referred to Section 2 of the Outline Soil Management Plan (Revision B) (Appendix 25 of the Applicant's Response to Deadline 4) for a full list of the responsibilities of the ALO team. The ALO team will be resourced appropriately to ensure these commitments, which are secured through the Code of Construction Practice in Requirement 14 of the draft DCO (document reference 3.1) [REP3-043], are carried out to a high standard. It is not possible at this stage to confirm the numbers of ALO employed at any particular stage of the development.

v)

5. The ExA is referred to Section 2 of the Outline Soil Management Plan (Revision B) (Appendix 25 of the Applicant's Response to Deadline 4). This management plan has been comprehensively revised following representations from interested parties and the section relating to the role of the ALO has been comprehensively discussed with the LIG. The Applicant is confident that agreement on the wording will be reached with the LIG prior to Deadline 5.

Question Number	Topic Heading/ Respondent	Question
SE 2.13	Soils Aftercare The Applicant	<p>Paragraph 1.61 of your Appendix 5 submitted at Deadline 3 [REP3-041] notes that the NFU requested that due aftercare is provided for the soils and suggested further sample surveys are carried out for a 10-year duration post construction. The NFU has said at paragraph 5.14 of its written submissions [REP3-027] that it would like to see the specific wording agreed with the NFU/LAAV and included in the Soil Management Plan and the Code of Construction Practice.</p> <p>Provide an update of the discussions you are having with the NFU, the LAAV and the CLA regarding this suggestion.</p>

SE 2.13

1. The Applicant and the Land Interest Group²³ (LIG) have discussed wording to deal with soils aftercare. This is set out in paragraphs 5.11 of the Outline Soil Management Plan (Revision B), which is attached at **Appendix []** of the Applicant's Response to Deadline 4.
2. In the updated Outline Soil Management Plan (Revision B) (paragraph 5.11) states that *“At the end of construction soils will be returned in a condition at least equivalent to those recorded in the pre-entry record of condition. It is therefore not anticipated that an aftercare plan over and above the landowners usual working of the soil will be required. However if there is a loss in crop yield in the areas affected by construction once the land has been reinstated the landowner is protected by the compensation mechanism included in paragraph 4.10 and an investigation will be undertaken into the condition of the soil and appropriate action undertaken to put right any issue.*

²³ The LIG represents the NFU, LAAV and the CLA.

If this is required it will take the form of a post-construction survey of the soils using the same approach as the pre-construction surveys and will include a control sample.”

Question Number	Topic Heading/ Respondent	Question
SE 2.14	<p><i>Agricultural reinstatement</i></p> <p>The Applicant</p>	<p>In paragraph 2.5 of the NFU and LAAV summary of oral submissions submitted at Deadline 3 [REP3-027], Mr James O'Brien of Brown & Co explained that one of his clients' main concerns is the treatment of land drainage.</p> <p>i) Have you met Mr O'Brien and/or his clients on their landholdings to discuss and understand their concerns?</p> <p>ii) What further information have you provided to Mr O'Brien's clients to address their concerns to their satisfaction?</p>

Se 2.14

i)

1. The Applicant has met with Mr James O'Brien, as a land agent appointed on behalf of a number of affected landowners, four times. The first meeting was at the offices of Brown & Co on the 20th January 2015 along with Mr O'Brien's colleague Elizabeth Allen. There was then no further contact from Mr O'Brien until 5th June 2015 when, in response to a follow up letter of the 4th June 2015, Mr O'Brien stated he would be in touch soon. No further contact was received until 15th July when an email was received asking for a second meeting in August. The second meeting was held on the 26th August 2015 at the Brown & Co offices.
2. The third and fourth meetings were when the Applicant met with the Land Interest Group (a working party formed from representatives of the National Farmers' Union, Lincolnshire Association of Agricultural Valuers and the Country Land and Business Association) (LIG) to discuss the project and their concerns on the 3rd and 22nd December 2015. Drainage was one of the topics covered. The Applicant's drainage expert who was present at both meetings, was able to provide more information on the proposals for drainage prior to, during and post construction of the proposed development. The Applicant trusts that the information on drainage discussed at those meetings has been passed on to all of Mr O'Brien's clients.

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3. Since issuing the Heads of Terms (HoTs), the Applicant's Agent, Ardent, has kept the land agent as the primary point of contact and has not made direct contact with the landowner, in accordance with professional principles. Both of the above meetings were held at the land agent's office at their request and there has been no request from Mr O'Brien for meetings to be held at their client's property or to visit their client's land.
 4. Prior to issuing HoTs, all except one of Mr O'Brien's clients have been met by the Applicant and/or Ardent for the purposes of consultation and referencing and to understand the landowner's concerns. James Grant was met on the 21st July 2013 at his property. Mrs Gadd and EA Dring were met on a consultation visit at their property on the 26th February 2014. Mr Lunn, Mr Fixter, Mr and Mrs Firth, AE Lenton and Mr Emerson all attended the landowner consultation event held on the 2nd July 2014 where they were able to discuss any concerns they had about the project with a range of the Applicant's project team.

ii)

5. Land drainage has been discussed with Mr O'Brien at the meetings the Applicant/Ardent have had with him and the Applicant trusts that Mr O'Brien has passed this information to his clients. Following the last meeting in August 2015 with Mr O'Brien, revised HoTs were issued to all land agents or unrepresented landowners expanding the drainage term and undertaking to '*employ a suitably qualified drainage consultant*'..... '*to act as an independent drainage expert prior to the installation of the Electrical Apparatus*' in order to provide further assurance to landowners with regards to any works to their drainage systems.
6. In addition, where landowners attended the landowner events held in July 2014, they were able to discuss any construction and drainage concerns with members of the project engineering team who have dealt with land drains on previous projects.
7. As mentioned above, the Applicant met with the LIG on 3rd and 22nd December 2015 to discuss the key areas of concern with the project, including the land drainage works. Contributing to the meetings was the Applicant's land drainage expert.
8. Further to the above, the Applicant submitted as Appendix 26 to Deadline 2 response an '*Agricultural Land Drainage Clarification Note*' [REP2-026].
9. The Applicant also recently wrote directly to all affected landowners and tenants on the 7th December 2015 inviting them to a series of 4 drop in sessions being held on the 17th and 18th December and 7th and 8th of January, at which the

Applicant's land drainage experts would be present to answer any questions. The letter also invited landowners to request a meeting with the Applicant at their property where any further site specific concerns could be discussed.

Question Number	Topic Heading/ Respondent	Question
SE 2.15	<i>Agricultural Reinstatement</i> The Applicant	Explain with diagrams and plans how you would reinstate a field drainage system within the Order limits.

SE 2.15

1. The Applicant has agreed with the LIG that it would be appropriate and helpful to provide indicative designs for the examples of field drainage systems provided by DMJ Drainage as part of the as part of the Appendix 2 for Deadline 1 submission from Wilkin Chapman LLP. It should be noted that without all the information from pre-construction surveys and system design as part of the detailed design process these designs can only be indicative at this stage.
2. The Applicant has undertaken theoretical designs for these 4 fields (Plot 001 – Plot 004) in Appendix 46 of the Applicant's Response to Deadline 4.
3. Plot 001 illustrates the location of a 160 mm sacrificial pre-installation header drain to manage drainage above the Order limits during construction. This sacrificial pre-installation header drain will pass beyond the field boundary along the Order Limits to outfall in the IDB drain. Nine 80 mm post-installation drains would cross connect existing drainage system to specification over the construction corridor. No works would be required outside of the Order limits to reinstate the drainage system to a condition that is at least as effective as the previous condition, with no impact on ongoing maintenance regimes.
4. Plot 002 illustrates the location of a 160 mm sacrificial pre-installation header drain to manage up field drainage during construction and to outfall into the adjacent non IDB field drain. Twelve 80 mm post installation drains would

cross connect the existing drainage system to specification over the construction corridor. No works would be required outside of the Order limits to reinstate the drainage system to a condition that is at least as effective as the previous condition, with no impact on ongoing maintenance regimes.

5. Plot 003 illustrates the location of a 160 mm sacrificial pre-installation header drain to manage up field drainage during construction and to outfall into the adjacent non-IDB field drain. The sacrificial header drain has a slight bend at its southern part to accommodate a turn in the Order limits. Sixteen 80 mm post-installation drains would cross connect the existing drainage system to specification over the construction corridor. In the south western part of the field where the Order limits enter, there is an area where there are six closely spaced drainage pipes which connect into a small main drain. While it would be possible to reinstate this localised system within the Order limits, it is considered that with the landowner's agreement a reasonable improvement to the overall drainage system can be achieved by connecting post installation pipes into the down field drainage system. This would mean that the entire field could be maintained with a pipe jetting technique. This material improvement in the post construction drainage system would require one cross connection to take place both inside the Order limits and also around 10 m outside the Order limits. The Applicant considers that this is a good example of where the land owner might reasonably request that works take place outside of the Order limits.
6. Plot 004 illustrates an example of reinstatement that doesn't include cross connections. In the western field there are two pre installation drains picking up existing drainage which is running west to east. The post installation drainage will run parallel with the Order limits outfalling into the centre ditch running north to south. The eastern field also has two pre-installation drains picking up existing drains running east to west. Again the post-installation drains will run parallel with the order limits. At the northern part of this field where the corridor bends two drains would be connected to the existing system to allow normal jetting practices to take place. No works would be required outside of the Order limit to reinstate the drainage system to a condition that is at least as effective as the previous condition, with no impact on ongoing maintenance regimes

Question Number	Topic Heading/ Respondent	Question
SE 2.16	<i>Agricultural Reinstatement</i> The Applicant	<p>In paragraph 5.11 of the NFU and LAAV written submissions submitted at Deadline 3 [REP3-027], the NFU/LAAV say that they would like to know how field drainage is going to be dealt with pre-, during and post-construction and that detailed wording is essential.</p> <p>i) Is this detailed wording being discussed with the NFU, the LAAV and the CLA?</p> <p>ii) Will it be agreed in the SoCG?</p> <p>iii) Will it be included in the Code of Construction Practice (CoCP)?</p> <p>iv) Will the agricultural land drainage clarification note, submitted as Appendix 26 at Deadline 2 [REP2-026], be linked formally with or incorporated into the CoCP?</p>

SE 2.16**i)**

1. The Applicant and the Land Interest Group²⁴ (LIG) discussed agricultural land drainage at meetings held on the 3 and 22 December 2015. Detailed wording has been provided by the LIG to the Applicant, and where necessary, wording has been included in the Outline Soil Management Plan (Revision B) (Appendix 25 of the Applicant's response to Deadline 4).

ii)

2. The SoCG refers to the Revision B of the Outline Soil Management Plan and will document the agreements reached with the LIG on this matter.

²⁴ The LIG represents the NFU, LAAV and the CLA.

iii)

3. The Applicant's commitments in relation to the reinstatement of agricultural land is set out in detail Section 2 of the Outline Soil Management Plan (Revision B) (Appendix 25 of the Applicant's response to Deadline 4), which is an appendix (Appendix 5 – document reference 8.7.5) to the Outline CoCP (document reference 8.7) ..

iv)

4. Relevant sections of the Agricultural Land Drainage Clarification Note, submitted as Appendix 26 of the Applicant's response to Deadline 2 [REP2-026] detailing the Applicant's commitment to landowners in relation reinstatement of agricultural land drainage have been included in the Outline Soil Management Plan (Revision B) (Appendix 25 of the Applicant's response to Deadline 4).
7. er limits. At the northern part of this field where the corridor bends two drains would be connected to the existing system to allow normal jetting practices to take place. No works would be required outside of the Order limit to reinstate the drainage system to a condition that is at least as effective as the previous condition, with no impact on ongoing maintenance regimes.

Question Number	Topic Heading/ Respondent	Question
SE 2.17	<p><i>Agricultural reinstatement</i></p> <p>The Applicant</p>	<p>In paragraph 2.6 of the NFU and LAAV summary of oral submissions submitted at Deadline 3 [REP3-027], Mr Robert Hurst of Fisher German, representing a number of clients, says that one of their major concerns is that you do not properly understand the complexities of land drainage in this part of Lincolnshire, noting that his clients had had very little, if any, direct engagement from you on their farms.</p> <p>i) Have you met Mr Hurst and/or his clients on their farms to discuss and understand their concerns?</p> <p>ii) What further information have you provided to Mr Hurst's clients to address their concerns to their satisfaction?</p>

SE 2.17

i)

1. The Applicant has met with Mr Robert Hurst, as a land agent appointed on behalf of a number of affected landowners, five times. The first two meetings were at the offices of Fisher German on the 6th November 2014 and the 4th June 2015.
2. The third and fourth meeting occurred when the Applicant met with the Land Interest Group (a working party formed from representatives of the National Farmers' Union, Lincolnshire Association of Agricultural Valuers and the Country Land and Business Association) (LIG) to discuss the project and their concerns on the 3rd December 2015 and 22nd December 2015. Drainage was one of the topics covered. The Applicant's drainage expert who was present at both meetings, was able to provide more information on the proposals for drainage prior to, during and post construction. The Applicant trusts that the information on drainage discussed at that meeting has been passed on to all of Mr Robert Hurst's clients.

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3. Since issuing the Heads of Terms (HoTs), the Applicant's Agent, Ardent, has kept the land agent as the primary point of contact and has not made direct contact to the landowner, in accordance with professional principles. Both of the above initial meetings were held at the land agent's office at their request and there has been no request from Mr Hurst (or indeed any of the land agents acting for landowners) for meetings to be held at their client's property or to visit their client's land.
 4. Prior to issuing HoTs all except one of Mr Hurst's clients have been met by the Applicant and/or Ardent for the purposes of consultation and referencing and to understand the landowner's concerns. Mrs Hassall (who has only recently appointed Mr Hurst) was met at her property on 17th August 2015 where the proposed development and the HoTs were explained to her, she subsequently instructed Mr Hurst to represent her. Roy Anderson and Mark Caudwell both attended the landowner consultation event on the 3rd July 2014 and Beeswax farming attended on the 2nd July 2014 where they were able to discuss any concerns they had about the proposed development with members of the project team. Paul and Andrea Simpson have only recently instructed Mr Hurst, however they were met at their property on 7th March 2014 by Ardent where the project was explained in detail to Andrea Simpson.
 5. The only outstanding client is the Environment Agency, however the Applicant has recently met with their representatives along with Mr Hurst on 10th November 2015 (being the fifth meeting). The Applicant understands that Mr Hurst was instructed by the Environment Agency in October 2015.

ii)

6. Land drainage has been discussed with Mr Hurst at the meetings the Applicant/Ardent have had with him and the Applicant trusts the information has been passed to his clients. Revised HoTs were issued on 10th September to all land agents or unrepresented landowners expanding the land drainage term and undertaking to '*employ a suitably qualified drainage consultant*'..... '*to act as an independent drainage expert prior to the installation of the Electrical Apparatus*' in order to provide the landowners with more reassurance on the works to their drainage system.
7. In addition to this, where landowners attended the landowner events held in July 2014, they were able to discuss any construction and drainage concerns with members of the project engineering team who have dealt with land drains on previous projects.

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8. As mentioned above, the Applicant met with the LIG on 3rd and 22nd December 2015 to discuss the key areas of concern with the project, including land drainage. Contributing to the meetings was the Applicant's land drainage expert.
 9. Further to the above, the Applicant submitted as Appendix 26 to the deadline 2 response an 'Agricultural Land Drainage Clarification Note' [REP2-026].
 10. The Applicant also recently wrote directly to all affected landowners and tenants on the 7th December 2015 inviting them to a series of 4 drop in sessions being held on the 17th and 18th December and 7th and 8th of January, the Applicant's land drainage experts would be present to answer any questions. The letter also invited landowners to request a meeting with the Applicant at their property where any further site specific concerns could be discussed.

Question Number	Topic Heading/ Respondent	Question
SE 2.18	<p><i>Agricultural reinstatement</i></p> <p>The Applicant</p>	<p>In paragraph 2.7 of the NFU and LAAV summary of oral submissions submitted at Deadline 3 [REP3-027], Mr James Bolton says that all his clients have concerns about the reinstatement of their land, the treatment of land drainage and the presence and positioning of manhole covers in their fields.</p> <p>What further information have you provided to Mr Bolton's clients to address these issues to their satisfaction so that progress can be made on Heads of Terms?</p>

SE 2.18

1. The Applicant assumes that the question is referring to Mr James Boulton, of Willsons Chartered Surveyors.
2. The Applicant met with the Land Interest Group (a working party formed from representatives of the National Farmers' Union, Lincolnshire Association of Agricultural Valuers and the Country Land and Business Association) (LIG) on 3rd and 22nd December 2015 to discuss the key areas of concern with the project, including the proposed link boxes, reinstatement and land drainage. Mr James Boulton was not present at these meetings, although it was expected by the Applicant that those present would disseminate information to other members of the LIG.
3. As the agreed minutes of the meeting of the 3rd December record, the Applicant confirmed that the location, orientation and grouping of link boxes will be informed (subject to hard constraints) through discussions with the relevant landowner and that this commitment is set out in paragraph 2.18 of the Outline Soil Management Plan (Revision B) (Appendix 25 of the Applicant's Response to Deadline 4). Furthermore, the LIG noted the constraints on the siting of joint bays and link boxes, and noted that joint bays and link boxes may be located in the middle of a field.

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4. With regards to land reinstatement, the LIG and the Applicant had productive discussions at the meeting on 22nd December 2015, with an agreement to consider this matter further at the next LIG meeting scheduled for 4th February 2016.
 5. On the matter of land drainage, this was discussed between the Applicant and the LIG on 3rd and 22nd December 2015. The Applicant agreed to seek to incorporate proposals made by the LIG on drainage into Section 4 of the Outline Soil Management Plan (Revision B) (Appendix 25 to the Response). It was agreed that land drainage should be discussed further on 4th February 2016.
 6. As Mr Boulton is a member of the LIG and member of the LAAV, the Applicant trusts that the information discussed at the meetings referred to above has been passed through to the other agents and their clients, including Mr Boulton.
 7. The Applicant also recently wrote directly to all affected landowners and tenants on the 7th December 2015 inviting them to a series of 4 drop in sessions being held on the 17th and 18th December 2015 and 7th and 8th of January 2016. The Applicant's engineering experts were present and will be present at the sessions in January to answer any questions or concerns the landowner may have in relation to the link boxes. The letter also invited landowners to request a meeting with the Applicant at their property where any further site specific concerns could be discussed. To date, three parties (who are not clients of Mr Boulton) have requested a site meeting, being Mr Ian Grant of Bishops Farm Partners, Mr Michael Scott of EA Dring Farms, and Mr Ben Wills of Beeswax Farming, via his agent Mr Robert Hurst. At the landowner drop in session on the 17th December 2015, Mr Boulton indicated to the Applicant that he would like a site meeting with all his clients. The Applicant welcomed this request, and looks forward to receiving details of the matters which each client would like to discuss on site from Mr Boulton, so as to correctly resource those meetings. In parallel, the Applicant is confident that the progress which is being made with the LIG will aid discussions with Mr Boulton on the Heads of Terms.

Question Number	Topic Heading/ Respondent	Question
SE 2.19	Width of cable corridor The Applicant	<p>In paragraph 1.19 of your Appendix 5 submitted at Deadline 3 [REP3-041], you state that for short distances where a hedgerow is crossed a narrowing of the cable corridor construction width can be achieved.</p> <p>i) To what width can the cable corridor construction width be narrowed?</p> <p>ii) Over what distance is this possible?</p> <p>iii) Are there any specific locations where you are committed to a narrowing of the cable corridor construction width?</p> <p>iv) If so, update the works plans to reflect this by Deadline 4</p> <p>v) Are there any other specific locations, such as field boundaries, where a narrowing of the cable corridor construction width is possible?</p> <p>vi) Have you discussed any such specific locations with landowners or farmers?</p> <p>vii) If so,</p> <p>a) what is the outcome of such discussions? and</p> <p>b) where are these locations?</p>

SE 2.19**(i)**

1. The Applicant refers the ExA to paragraph 6.16 of the *Outline Landscape and Ecological Mitigation Plan* (8.8) [APP-109] where it is stated that a reduced 30 m working width will be used for hedgerow crossings.

ii)

2. This reduction in working width can only be achieved over a short distance, likely to be in the order of 3-5 m either side of the hedgerow (so 7-11m in total assuming a hedgerow 1 m wide). This will allow space adjacent to the hedgerow for any access requirements along the hedgerow during construction.

iii)

3. The Applicant draws the ExA's attention to response LV 2.10 which notes where commitment has been made to reduce the working width, where hedgerows are crossed, where watercourses containing protected species are crossed and where foot drains are crossed in the Lincolnshire Coastal Grazing Marsh Field 6/Site E.

iv)

4. As noted in response to LV 2.10 the Applicant does not believe it is appropriate to update the works plans at this stage. The locations where working width reductions will be achieved for the crossing of hedgerows and watercourses containing protected species will only be finalised once pre-construction surveys have been completed. The Applicant is also unable to show at this time where, within the 60m order limits, the reduced working width would be, as this will be determined as part of the detailed design of the cable route.
5. For Field 6/Site E the reduced working width of 40m across the 60 cable corridor where foot drains are encountered will be determined during the detailed design of the cable route, once further information from pre-construction surveys has been gathered. The foot drains within Field 6/Site E differ in width across the cable corridor, so the distance over which the working width will be narrowed will change depending on which 40m part of the corridor is used for cable duct installation and the haul road.

v)

6. Appendix 29 Addendum A: Further detail regarding the TKES cable corridor of the Applicant's Response Deadline 4 details the requirements for a 60m working width across the majority of the cable route, based on the need to provide sufficient space for a haul road, adequately separated cable trenches and areas for the stockpiling of subsoil and topsoil. As noted in paragraph 4.4 of Appendix 29, this narrowing can only be achieved for short distances as
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the topsoil and subsoil from the corridor topsoil strip and trench excavation spoil will need to be stored in adjacent sections of the cable route. Where specific locations, such as field boundaries, coincide with hedgerows (as will often be the case) or watercourses containing protected species (as outlined in the Applicant's response to LV 2.10) the working width can be reduced, given the short distances over which this reduced width will be required.

vi)

7. The Applicant has not discussed specific locations, such as field boundaries, where a narrowing of the cable corridor construction width might be possible with landowners.

vii)

8. a) There have been no such discussions regarding specific locations with landowners.
9. b) No specific locations have been discussed with landowners.

Question Number	Topic Heading/ Respondent	Question
SE 2.20	Occupation of agricultural land The Applicant	<p>In paragraph 2.7 of their written submission [REP3-027], the NFU and LAAV ask for clarification on the length of time that any one farm holding would be occupied for construction of the cable route.</p> <p>Confirm that the average continuous time period needed for construction of the cable route is three and a half years, i.e. 42 months, and that the maximum continuous time period needed for construction of the cable route is four and a half years, i.e. 54 months</p>

SE 2.20

1. The Applicant would draw the ExA's attention to paragraph 1.25 of Appendix 5 of the Applicant's response to Deadline 3 *Summary of oral case at Socio Economic ISH of 19 November 2015*. The Applicant noted that that the length of time spent on any one land holding will depend on the construction programme and when works are commenced on that land and that a number of factors may influence this.
2. The Applicant would reiterate that the timescales presented in Chapter 1, Volume 3 *Onshore Project Description* of the ES [APP-042] represent a worst case for EIA assessment purposes. In this worst case any landholding could be subject to a fenced cable route for a maximum of 54 months, with active construction works within that landholding for a maximum of 54 months. However, more realistic indicative timescales for works on any one landholding have been presented in Appendix 1 to Appendix 22 of the Applicant's Response to Deadline 3 *Construction sequencing, cable testing and joint bay location Clarification Note* [REP3-058].
3. The Applicant would also note that these timescales do not represent periods during which continuous physical work will be undertaken within a particular land holding. As noted in paragraphs 1.6 – 1.9 of REP3-058, within a particular landholding work will consist of a number of different activities (including but not limited to haul road installation, cable duct installation,

drainage works, cable pulling and jointing, cable testing), which will take less than time than the cable route in that landholding is fenced off for. Any individual landholding may be required to provide haul road access to adjacent or distant landholdings until such time as the haul road for that section of the cable route can be removed.

Question Number	Topic Heading/ Respondent	Question
SE 2.21	<i>Decommissioning The Applicant</i>	<p>In paragraph 3.3 of the NFU and LAAV written submissions submitted at Deadline 3 [REP3-027], it is stated that it is essential that link boxes are removed at the end of the scheme due to the disturbance and cost to an agricultural business. The NFU and LAAV are also concerned about what happens to the joint bays.</p> <p>What are your proposals for the decommissioning of the link boxes and the jointing bays and where are these proposals secured in the DCO?</p>

SE 2.21

1. The Applicant met with the Land Interest Group²⁵ (LIG) on the 3 and 22 December to discuss the various concerns of both groups, including decommissioning. As noted in paragraph 1.55 of Appendix 2: Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015 [REP3-038], the Applicant does not know what future decommissioning requirements will be. Therefore a detailed decommissioning plan and requirements cannot be provided at this stage.
2. However, as a result of the discussions between the Applicant and the LIG, the Applicant has amended Requirement 21 of the draft DCO [REP3-043] to include a requirement that the Applicant must consult with landowners as to their relevant landholding prior to the submission of the onshore decommissioning plan to the relevant planning authority. Requirement 21 has been amended as follows (amendments shown in bold):-

Requirement 21 Onshore Decommissioning:

²⁵ The LIG represents the NFU, LAAV and the CLA.

*"Within six months of the cessation of commercial operation of the onshore works, **and after consultation with landowners as relevant to their landholding**, an onshore decommissioning plan shall be submitted to the relevant planning authority for approval."*

3. The Applicant has consulted with the LIG on the proposed amendments to Requirement 21. The LIG welcomed the change but requested to include content that the landowners' reasonable requests in relation to decommissioning will be adopted as far as possible. The Applicant's position is that it is for the relevant planning authority to determine what landowner requests it is possible to adopt and that it cannot make that commitment on behalf of the relevant planning authority. The onshore decommissioning plan will include details of the consultation with landowners so their views can be considered by the relevant planning authority as appropriate.

Question Number	Topic Heading/ Respondent	Question
TT 2.1	Access The Applicant	Explain with a plan how you propose to access the Temporary Construction Compound (TCC) for the Intermediate Electrical Compound (IEC) from the bellmouth at Marsh Lane.

TT 2.1

1. The Applicant would like to note that, as set out in paragraph 1.174 of Chapter 1, Volume 3 *Onshore Project Description* of the ES, the new permanent access from Marsh Lane will only be used during the construction of the IEC for personnel and LGV's. HGV and AIL construction traffic to the IEC will come via TCC 5, located some distance to the south of the IEC, north of the A158. The permanent access from Marsh Lane to the IEC will be used during operation of the IEC for all traffic to the site, but the TCC (TCC4) for the IEC will have been removed by that time, having been demobilised immediately following the completion of construction of the IEC.
2. A plan showing the bellmouth and indicative access routes from the Marsh Lane bellmouth to TCC 4 for the IEC can be found in Appendix 47 to the Applicant's response to Deadline 4. The plan shows indicative locations where both the access from the bellmouth and the haul road from cable route section 3 may cross the drain adjacent to the TCC 4. However, the exact location and number of crossings from the access track and haul road into the TCC will be determined as part of the detailed design.

Question Number	Topic Heading/ Respondent	Question
TT 2.2	Access The Applicant	<p>In his written representation for Deadline 3 [REP3-014], Mr JRM Mackinder on behalf of the Mackinders details an alternative route for the haul road from the A158 to the IEC using the Ingoldmells Road to Marsh View Farm.</p> <p>i) Have you discussed this alternative route with Mr Mackinder?</p> <p>ii) Are you considering this alternative route?</p> <p>iii) If so, give an update of your position; and</p> <p>iv) If not, explain why not</p>

TT 2.2

1. The Applicant had not discussed the alternative route for the haul road from the A158 proposed by Mr Mackinder prior to Mr Mackinder's submission dated 26th November 2015. Following the submission, the Applicant and Mr Mackinder spoke about the proposed development in a telephone call on 17 December 2015 wherein the alternative haul road was mentioned.
2. The Applicant is not considering this alternative road for the haul road. As explained in the ES, including Volume 3, Chapter 9: Traffic and Access [APP-050] one of the main design principles of the proposed development was to minimise the use of the minor road network for construction traffic, wherever possible, through the use of a haul road running along the onshore cable route. The establishment of a temporary haul road through each cable route section will enable plant, materials, labour and deliveries to be transported through the temporary working area, minimising the need to use the local road network. The haul road would run the full length of the onshore cable route for the duration of the construction period relevant to that cable route section.
3. During construction of the Intermediate Electrical Compound (IEC), Heavy Goods Vehicles (HGVs) and Abnormal Indivisible Loads (AILs) will enter the IEC from the A158 to the south via a 3 km-long section of temporary haul road within the

onshore cable corridor, thus minimising the impact of plant delivery and installation traffic on local minor roads. The cable corridor between the A158 and the Intermediate Electrical Compound will be up to 66m, 6m wider than the rest of the cable corridor, in order to accommodate a double width haul road suitable for both cable route construction traffic and IEC construction traffic.

4. Pre-construction survey vehicles (light vehicles only, no HGVs) will access the IEC via the existing access on Marsh Lane. Light Goods Vehicles and personnel may enter the IEC from Marsh Lane during the construction period.
5. Details of the temporary and permanent access roads, including the access arrangements onto Marsh Lane, will be provided in the Access Management Plan.
6. The creation of the temporary haul road is a key embedded mitigation for the project and, whilst the Applicant recognises that this will have an impact on Mr Mackinder's land, if his suggestion was taken up then the consequential effects of construction traffic on the local road network would be materially greater. In addition, the principle of creating a temporary haul road along the onshore cable route has been included in statutory and non-statutory consultations about the proposed development.

Question Number	Topic Heading/ Respondent	Question
TT 2.3	<p>Access to the landfall site</p> <p>The Applicant</p> <p>The Local Highway Authority</p>	<p>The Applicant’s response to question EOn 1.23 [REP1-044] states that “access to the site would be served from Roman Bank ... a temporary access will be constructed to provide access to the site for the duration of the construction programme. This will utilise an existing farm track from Roman Bank ...”</p> <p>i) Is this also the public right of way PRow/Hutt/10/4 which will be temporarily closed?</p> <p>ii) Does the local highway authority consider that this is a suitable access?</p> <p>iii) Has the local highway authority agreed the proposed route in principle?</p> <p>iv) If not, have other options for access to the landfall site been considered and assessed in the ES?</p>

TT 2.3

(i)

1. The Applicant refers the ExA to paragraph 1.23 of Chapter 1, Volume 3 *Onshore Project Description* of the ES [APP-042], where it is noted that the access track from Roman Bank to the landfall is also Public Right of Way Hutt/10/4.

(ii)

2. The Applicant is not aware that the Local Highway Authority has raised any issues regarding the suitability of this access to the landfall at any time throughout the Evidence Plan process, through statutory consultation or in any of their submissions to the Examination to date. Through the TK EIA Evidence Plan process, the Applicant has met with members of the LCC Highways team at the Traffic and Access Review Panel meetings. At those Review Panel meetings, concerns were raised regarding some of the vehicular accesses originally proposed by the Applicant from public highways onto the site, across the whole

of the 60 km long onshore cable corridor and these are noted in Appendix 1, Annex E4 of the *EIA Evidence Plan* (8.16). However, these do not include any reference to the access to the landfall from Roman Bank.

3. This access to the landfall was further discussed with Lincolnshire County Council and East Lindsey District Council within the Human Environment Review Panel, which included consideration of socioeconomic, tourism and recreation issues. This involved discussion of the use of the footpath (Hutt/10/4) from Roman Bank for the entrance to the construction activities at the landfall and also the temporary closure during the establishment and de-mobilisation of the temporary construction activities.
4. The TK EIA Evidence Plan was signed by the relevant individuals within LCC who had been engaged in the Evidence Plan process and issue-specific Review Panels. Emails confirming acceptance of the relevant content by the Strategic Planning Manager from LCC (received on 17th April 2015) and the Area Highways Manager from LCC (received on 21st April 2015) can be viewed at Appendix IV “Stakeholder Notices of Acceptance of the EIA Evidence Plan Final draft” of the Evidence Plan.
5. The Applicant does note LCC’s comments in paragraph 69 of Lincolnshire County Council - Appendices 1-5 of Written Representation [REP3-025] regarding vehicular rights over the landfall access track and Hutt/10/4. The Applicant would draw the ExA’s attention to Appendix 6 of the Applicant’s response to Deadline 4, which states that the Applicant is prepared to maintain vehicular rights for LCC along the track.

(iii)

6. As noted in the Applicant’s response to ii), the Local Highways Authority have not raised issue with this access to date and have submitted signed emails stating that they are content that the detail set out in the Evidence Plan accurately reflects their position.

(iv)

7. The temporary access to the landfall site was one of the issues that was considered in detail when the Applicant selected the landfall. Further, it did review access options for the landfall when designing the landfall site, but concluded that the route from Roman Bank via the private track was the most suitable access. This was further reinforced following the Human Environment and Traffic and Access Review Panel meetings where this was discussed, and
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no concerns were raised. The ES therefore only assessed the chosen access from Roman Bank via the private access track. The chosen route is a more direct and shorter route than an alternative route through the Marsh Yard car park and south along the track to the west of the dunes. The Applicant also believes the impact of selecting a route through Marsh Yard would be greater than along the chosen private access track, given the use of the Marsh Yard site for parking, picnicking and beach access. The Applicant also believes the north-south rights of way, such as from the Marsh Yard car park to the landfall site, are more sensitive than those rights of way running east-west, as they provide uninterrupted access along the dunes.

8. The Applicant would also note that the PRow Hutt/10/4, which runs along the private access track to the landfall site, will only be closed for a total of 6 months across a number of discrete periods. As set out in paragraphs 3.5 - 3.7 of the *Outline Construction Method Statement* (8.7.1), temporary closures of the PRow will be well signed and information given on suitable alternative route.

Question Number	Topic Heading/ Respondent	Question
TT 2.4	<p><i>Abnormal Indivisible Loads</i></p> <p>The Applicant</p>	<p>i) Are cable reels assessed as Abnormal Indivisible Loads (AIL) in the ES?</p> <p>ii) If so, where?</p> <p>iii) If not, where is there a commitment to the delivery of cable reels by means other than AIL in the DCO?</p> <p>iv) After any necessary temporary works to modify the highway, will all Temporary Construction Compounds be directly accessible in a safe manner to the satisfaction of the local highway authority off a suitable road, and by AIL if necessary?</p> <p>v) Your response to question TT 1.4 [REP1-044] says that the locations of temporary works to modify the highway are indicated on sheets 43 and 49-53 of the Access to Works and Street Plans [APP-007]. Where are these modifications described?</p>

TT 2.4

i)

5. The transportation of cable reels has been considered in the ES as AILs.
6. The delivery of multiple cable reels in a single load would exceed the maximum dimensions for standard vehicles on the highway. This is typically the case for delivery of cable reels to a temporary construction compound (TCC). If cable reels are transported in single units they would not exceed the maximum dimensions for standard vehicles on the highway. This is typically the case for transporting cable reels along the haul road from the TCC, though they may also be transported in single units on the highway.

ii)

7. Paragraph 9.91 in Volume 3, Chapter 9 *Traffic and Access* of the ES [APP-050] refers to the method of delivery of cable reels, stating that *“The cables themselves would be delivered to the TCCs via a low loader, transporting several at a time. From the TCC, these loads would be sub-divided to transport a single reel at a time along the haul road to the relevant working area.”* The number of deliveries is set out in Table 9-10 in Volume 3, Chapter 9 *Traffic and Access* of the ES, under the work stage of ‘Cable circuits’ as 2 deliveries per day for a period of 3 months. This ensures that the number of cable reels required for the project are considered in the assessment of effects on traffic flows.
8. Paragraph 9.54 in Volume 3, Chapter 9 *Traffic and Access* of the ES refers to the need for access to each temporary construction compound (TCC) to accommodate large vehicles including the transportation of cable reels as ALLs. Therefore, the access arrangements need to be designed accordingly. While the dimensions of the vehicles used to transport multiple cable reels exceed the standard vehicle sizes for use on the public highway, they are not so excessive that modifications are required to the highway geometry in order to accommodate them. In most cases, a vehicle escort will not be required and therefore the movement of these loads are only subject to the same restrictions as general construction traffic, which are set out in the Outline Traffic Management Plan (document reference 8.9) [APP-110].

iii)

9. As discussed in ii) above, the cable reels are assessed as ALLs as a worst case, although their movements are commensurate with general construction traffic and are therefore also included within the effects on traffic flows.

iv)

10. Chapter 2 of the Outline Access Management Plan [APP-113] includes details of temporary construction accesses. Paragraph 2.1 refers to the access to each TCC being designed to accommodate all types of vehicle required for that section of works, including ALLs. Paragraph 2.2 refers to indicative access arrangements to a generic TCC and some site-specific locations for the landfall, Intermediate Electrical Compound and Substation. Paragraph 2.3 confirms that the details of these access arrangements for each TCC will be individually agreed with the local highway authority to ensure that they provide safe and suitable access.

v)

11.Paragraph 1.206 of Volume 1, Chapter 1 Introduction of the ES [APP-020] describes the temporary highways modifications as being “*the temporary removal of street furniture and the temporary plating / matting of grass verges*” in order to bring the largest AILs to site, these being the substation transformers.

Question Number	Topic Heading/ Respondent	Question
TT 2.5	<i>Vehicle occupancy</i> The Applicant	<p>In Volume 3 Chapter 9 paragraphs 9.81, 9.112 and 9.114 of the Environmental Statement [APP-050] you say that vehicle occupancy of 3 per car/LGV has been assumed. Your answer to question TT 1.7 [REP1-044] mentions a minibus service with 10 seats per vehicle but does not explain how your figure of 3 per car/LGV is arrived at.</p> <ul style="list-style-type: none"> i) Justify your assumption of 3 per car/LGV ii) How will this vehicle occupancy be monitored and enforced? iii) How and where will such monitoring and enforcement be secured?

TT 2.5

i)

12. Chapter 5 of the Outline Traffic Management Plan [APP-110] describes the provision for a Travel Plan. Paragraph 5.5 refers to the likelihood that efficient travel patterns can be established for workers. Construction workers are usually employed as teams associated with a sub-contractor. As some activities involve specialist workers, particularly at the Intermediate Electrical Compound and the Substation, this will result in a reasonable proportion of workers living temporarily within the local area. This maximises the opportunity for workers to travel together to the site. Paragraph 5.9 refers to a minibus service that the Principal Contractor would provide, which is common practice for construction projects, particularly in rural areas.

13. At the peak of construction, it is expected that up to 62 workers will be required per cable route section, 36 workers at Landfall, 100 workers at the Intermediate Electrical Compound and 100 workers at the Substation. Taking 100 workers as an example, it is the Applicant's position that it is reasonable to assume for 60% of these workers to be picked up by a 10-seater minibus, 25% to travel in pairs in private vehicles and 15% to travel on their own in

their private vehicles. This equates to 6 minibuses, 13 car share vehicles and 15 single occupancy vehicles, totalling 34 vehicles and an average occupancy of 3 per vehicle. Those not travelling by minibus would have an average occupancy of around 1.5 per vehicle, which is similar to National Travel Survey statistics provided annually by the Department for Transport. These assumptions are informed by experience from the construction of the Gwynt y Mor cable route.

ii)

14. The Outline Travel Plan which forms part of the Outline Traffic Management Plan [APP-110] provides a framework for detailed initiatives to be drawn up between the developer and contractors once the tender process is complete and includes the provision of a minibus service and Travel Plan Co-ordinator who will monitor the average vehicle occupancy and appropriately enforce the requirements should the traffic volumes exceed those assessed in the ES.

iii)

15. Paragraph 5.2 of the Outline Traffic Management Plan [APP-110] refers to the agreed Travel Plan for any stage of works of the TKES in accordance with Requirement 18 of the draft DCO [REP3-043] which states that *“no stage of the onshore works shall commence until for that stage, after consultation with the highway authority, a construction traffic management plan which accords with the outline traffic management plan and includes a contractor travel plan has been submitted to and approved by the relevant planning authority.”*

Question Number	Topic Heading/ Respondent	Question
TT 2.6	Vehicle routeing The Applicant	<p>i) Will the proposed permanent access road for the proposed new substation also be used by you to undertake works at the existing National Grid substation nearby?</p> <p>ii) If so, do you see any potential benefit to the local community in encouraging the use of this proposed permanent access road by other parties during the lifetime of the proposed project?</p> <p>iii) Do you see any other potential for enhancement for the local community?</p>

TT 2.6

(i)

1. The Applicant draws the ExA's attention to paragraph 1.229 of Chapter 1, Volume 3 Onshore Project Description of the ES, which notes that HGV access to the National Grid Bicker Fen substation for the Unlicensed Works will be from the A17 via the Triton Knoll substation access road and then using the temporary haul road within the cable corridor section between the new Triton Knoll substation and the National Grid Bicker Fen substation (cable route section 19 or Work number 52).

(ii)

2. The Applicant interprets this part of the ExA's question as referring to potential use of the access road by third party commercial operators who may be undertaking work at the National Grid substation.
3. The Applicant proposes to acquire the freehold of the access road from the A17 to the Triton Knoll substation either by private treaty, or pursuant to the powers of compulsory acquisition which are sought within the Order. Whilst this permanent access road will be owned outright by the Applicant, and in theory, as the freehold owner, the Applicant could grant rights to third party operators to use the permanent access road, the Applicant does not consider

that there would be any practicable benefit or merit in doing so because the permanent access road will only provide access to the Triton Knoll substation. The Applicant could not grant rights of access to third parties to access the cable corridor beyond the Triton Knoll substation, such as in respect of cable corridor section 19 and beyond, because the Applicant itself will only have rights of access over the cable corridor by way of the proposed easement. Those rights of access will be limited during the operational phase of the proposed development to being exercised for the purposes of operating and maintaining/repairing the proposed development (the temporary haul road will be removed on completion of construction). The Applicant could not therefore permit third parties to use its rights of access over the cable corridor for other purposes.

4. In any event, whilst it might be possible in theory for the Applicant to grant rights of access over the freehold-owned permanent access road, the Applicant does not consider that it would be appropriate to do so as it requires exclusive possession and control of the access road. As explained at paragraph 12.13 of the Statement of Reasons [REP1-061], freehold acquisition of the access road is necessary to ensure the continued safe operation and security of the Triton Knoll substation. Accordingly, an asset out in paragraph 1.195 of Chapter 1, Volume 3 of the ES, the access road will have a security gate to prevent unauthorised access and ensure that the Applicant has unhindered access to the substation whenever required.

(iii)

5. The Applicant does not see any potential for further enhancement to the local community in relation to the new access road. Given that the permanent access road will stop at the Triton Knoll substation, there is no reason why the use of the road by the public would be required, or would provide any enhancement. As explained above, exclusive possession and control of the access road is necessary to ensure the continued safe operation and security of the Triton Knoll substation and encouraging members of the public to use a road which leads only to a substation could be considered irresponsible.
6. The Applicant would draw the ExA's attention to paragraph 10.5 of Appendix 19 of the Applicant's Response to Deadline 2 (SoCG with Boston Borough Council), which notes agreement that the inclusion of a permanent access road to the substation eliminates the impacts of and use of local roads in the vicinity of Bicker by all traffic associated with the application.

Question Number	Topic Heading/ Respondent	Question
TT 2.8	<i>Vehicle Routing</i> The Applicant	<p>In your response at Deadline 3 (Part 1 action item 17) [REP3-035] you state that the additional wording proposed by Boston Borough Council regarding Requirement 18 (construction traffic) is under discussion.</p> <p>Provide an update and a draft of the agreed revised Requirement.</p>

TT 2.8

i)

1. Requirement 19 (construction traffic) (formally Requirement 18) has been updated as to include a new part (2) as follows:

“(2) Save as otherwise agreed in the relevant construction traffic management plan construction and contractor traffic related to the authorised development shall only use Work No 48 or Work No 49 to access Work Nos 50 to 55 inclusive.”

Question Number	Topic Heading/ Respondent	Question
TT 2.10	<i>Tourist traffic</i> Lincolnshire CC Boston BC East Lindsey DC North Kesteven DC	i) Are you satisfied with the measures proposed in the outline Traffic Management Plan [APP-110] to mitigate effects of the project on tourist traffic? ii) If not, what measures do you think need to be included and why?

TT 2.10

11. The Applicant notes that this question is directed to LCC, BBC, ELDC and NKDC, however the Applicant highlight that the Outline Traffic Management Plan (TMP) [APP-110] is just one of a suite of measures which have been adopted to mitigate the effects of the project on traffic.
12. Table 9-16 of Volume 3, Chapter 9 *Traffic and Access* of the ES [APP-050] details the embedded mitigation measures which have been identified and adopted as part of the evolution of the project design in order to reduce traffic and access impacts. Tourist traffic could only be potentially impacted during the construction and decommissioning of the onshore works; paragraph 9.164 of Volume, 3, Chapter 9 confirms that impacts during the operational phase have been appropriately scoped out of the assessment.
13. Embedded mitigation measures adopted for the construction phase include careful location of the temporary construction compounds to minimise use of minor roads; and the use of the proposed temporary haul road to avoid routing construction traffic through the village of Orby. The implementation of a traffic management plan has also been included in the embedded mitigation and is secured in Requirement 19 *Construction Traffic* of the draft DCO submitted for

deadline 4 (Appendix 15 (previously Requirement 18 from APP-010 and REP3-043).

14. The assessment set out in Volume 3, Chapter 9 has concluded that, with the inclusion of the embedded mitigation measures, the traffic and access impacts during construction and operation are *negligible*.
15. Representatives from the relevant local Highways teams within Lincolnshire County Council (LCC), who also represented East Lindsey District Council (ELDC) and Boston Borough Council (BBC) were involved in the Traffic and Access Review Panel as part of the EIA Evidence Plan process. Appendix I, Annex E4 of the EIA Evidence Plan [APP-116] details the meetings and discussions held pre-application in relation to traffic and access. The Outline TMP was discussed through this process; discussions with LCC in relation to traffic have continued.
16. An email from the Area Highways Manager from LCC was received by the Applicant on 21st April 2015 confirming LCC's acceptance of the content of the Evidence Plan relating to Traffic and Transport and the discussions in the Traffic and Access Review Panel. This can be viewed at Appendix IV "Stakeholder Notices of Acceptance of the EIA Evidence Plan Final draft" of the Evidence Plan.
17. As reported in the Applicant's response to TT 2.11 of the ExA's second written questions, the Applicant met with Lincolnshire County Council Highways representatives on the 11th November 2015 in Manby, Louth, Lincolnshire. The Applicant and LCC Highways agreed a number of updates to the Outline TMP, as well as to the Outline Code of Construction Practice (CoCP) [APP-198] and the Outline Access Management Plan (AMP) [APP-113].
18. The Applicant has made the agreed amendments to these plans as detailed in the Application Documents Schedule of Amendments submitted as Appendix 20 of the Applicant's response to Deadline 4. An updated version of the Outline TMP, Outline AMP and Outline CoCP will be submitted at the appropriate deadline.

Question Number	Topic Heading/ Respondent	Question
TT 2.11	<i>Highways</i> Lincolnshire CC	<p>In paragraph 66 of your written representation submitted at Deadline 3 [REP3-024], you state that “subject to some alterations to the Outline Access Management Plan, the Outline Onshore Code of Construction Practice and the Outline Traffic Management Plan, which are currently awaited, then the Council will be in a position to agree a Statement of Common Ground covering many highway issues. That position cannot be reported further at this stage.”</p> <p>i) Explain what these alterations are</p> <p>ii) Explain what outstanding highway issues there are outside these mitigation plans; and</p> <p>iii) Explain why you are unable to report to the Examining Authority further at this stage</p>

TT 2.11

1. The Applicant notes that this question is directed at Lincolnshire County Council, however to assist the ExA the Applicant has provided relevant information for context.
2. The Applicant met with Lincolnshire County Council Highways representatives on the 11th November 2015 in Manby, Louth, Lincolnshire. During the meeting the SoCG submitted at Deadline 1 (Appendix 30 of the Applicants Response to Deadline 1, REP1-079), impact assessments and management plans were reviewed and considered.
3. The Applicant and LLC Highways reviewed the SoCG submitted at Deadline 1 in relation to traffic and access and were able to agree to a number of positive statements, however LCC Highways were not able to agree all elements of the assessment as they felt that this was outside of their remit and area of expertise.

4. The Applicant provided an updated SoCG to LCC on 9 December 2015, including those updates that were agreed with LCC Highways and highlighted those areas still under discussion that LCC Highways were unable to consider. To date the Applicant has had no response.
5. The Applicant and LCC Highways also agreed a number of updates to the Outline Code of Construction Practice (document reference 8.7), the Outline Traffic Management Plan (document reference 8.9) and the Outline Access Management Plan (document reference 8.13).
6. These updates have been included in the latest version of the documents and a summary of the changes is set out in Appendix 20 of the Applicant's Response to Deadline 4.

Part 2 The Applicant's comments on information submitted by IPs at Deadline 3

The Applicant has provided comments, where relevant, on submissions made by Interested Parties (IPs) at Deadline 3. Comments are presented for each IP in the following section; where more detailed information or a longer response has been considered to be required, these have been provided as Appendices to the Response, as indicated below.

1. Anderby Parish Council

1.1 The representation submitted by Anderby Parish Council focused on two key areas;

- a) Location of infrastructure; and
- b) Safety and Security

Location of infrastructure

1.2 In response to the concerns raised regarding the location of the proposed development the Applicant would re-iterate that the site selection process is described in Volume 1, Chapter 4 *Site Selection and Alternatives* of the ES (document reference 6.2.1.4). Further detail is provided in the *Site Selection and Design Report* (document reference 8.17) and the *Interface Selection Assessment Report* (document reference 8.18).

1.3 The Applicant directs the ExA to its response to Question **Alt 1.1** of the ExA's first written questions which explains that National Grid Electricity Transmission (NGET), as holder of a Transmission Licence (under the Electricity Act 1989 (the Electricity Act)) and the Applicant in planning the offshore transmission network have, amongst other things, two key obligations:

- a) Section 9 of the Electricity Act requires all licence holders to ensure that the design of all elements of the transmission network is economic and efficient as set out in paragraph 2.1.3 of the *Interface Selection Assessment Report* (document reference 8.18); and
- b) Schedule 9 of the Electricity Act requires all licence holders to ensure that the natural environment is protected as set out in paragraph 2.1.12 of the *Interface Selection Assessment Report* (document reference 8.18),

1.4 NGET considered the transmission network reinforcement requirements for each of the existing National Grid substation options for an interface connection point and then

worked with the Applicant to undertake an economic and environmental appraisal of the relative merits of these options, including the likely offshore transmission network requirements. This fed into the overall appraisal, which also included engineering and environmental issues, and considered both the required reinforcements to NGET's network and the risks and effects relating to the Triton Knoll Electrical System (TKES) connection. That process led to the identification of Bicker Fen substation as the appropriate connection point for the proposed development.

- 1.5 The ExA is also referred to the draft Statement of Common Ground (SoCG) submitted by the Applicant at Deadline 1 with Lincolnshire County Council (LCC) (Appendix 30 of the Applicant's response to Deadline 1) and the agreed SoCG submitted by the Applicant at Deadline 2 with Boston Borough Council (BBC), East Lindsey District Council (ELDC) (Appendices 19 and 20 (respectively) of the Applicant's response to Deadline 2) which indicate that those parties agreed that those parties agreed that the process undertaken to identify the interface point at Bicker Fen is appropriate and that the process has resulted in appropriate locations being selected for the landfall, substation and Intermediate Electrical Compound (IEC).
- 1.6 The Applicant has also provided clarification with regards to alternative connection points in its responses to Questions **Alt 1.1, 1.4, 1.5, 1.7** and **1.8** of the ExA's First Written Questions.

Safety and security

- 1.7 In response to the concerns raised regarding the security of the TKES infrastructure, the Applicant would highlight that the Department of Energy and Climate Change (DECC) is the body responsible for determining what is critical infrastructure in the energy sector. Whilst the Triton Knoll Electrical System is critical to the TKOWF it has not been designated as critical national infrastructure by DECC.
- 1.8 The Applicant highlights that safety and security are taken very seriously by both the joint venture companies involved in the proposed development. The Applicant has a duty as a generator and operator of an electrical system to ensure the safety of the public and contractors under legislation, including the Health and Safety at Work etc. Act 1974, and the Construction (Design and Management) Regulations 2015 (CDM 2015). The Applicant will comply with these regulations in order to deliver the project in a way that is safe for the public and will ensure appropriate measures and controls will be implemented properly and will ensure the safety of the public is appropriately managed.
- 1.9 The Applicant refers the ExA to the Outline Health and Safety Plan (H&SP) (document reference 8.7.2) which is secured under Requirement 14 of the draft DCO as part of the Code of Construction Practice, the final version of which will detail the objectives for TKOWFL and its contractors in order to comply with relevant UK health and safety
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legislation during the construction of the proposed development. The Applicant also highlights paragraphs 4.10 and 4.11 of the Outline CoCP which set out the Health and Safety Principles already committed to.

- 1.10 The Applicant will ensure that contractors employ measures to prevent public access to the construction areas, including temporary construction compounds (TCCs), using measures such as fencing, as set out in the CoCP and underlying management plans. The Outline CMS (document reference 8.7.1) states

“each TCC will be fenced using bolted and anchored Herras fencing or its equivalent and there will be on-site security at all times.”

2. Boston Borough Council

- 2.1 The Applicant’s comments on the Deadline 3 submission from Boston Borough Council are included at Appendix 1 of the Response.

3. Bicker Parish Council

- 3.1 The Applicant’s comments on the Deadline 3 submission from Bicker Parish Council are included at Appendix 2 of the Response

4. C. G. Banham

- 4.1 The Written Representation submitted by Mr C G Banham raised concerns regarding i) the proposed cable route alignment and ii) consultation by the Applicant on the proposed development. The Applicant’s response is below.
- 4.2 Mr C G Banham is the freehold owner, along with Mr E M Banham, of plots 20/02, 20/03, 20/06, 20/07, 20/08 and 20/09. Mr C G Banham is also the freehold owner, along with Mr E M Banham and E G Banham, of plot 20/04.
- 4.3 Mr C G Banham is the tenant or occupier of plots 19/05, 19/07, 20/11, 20/12, 20/14, and 20/15 (along with Mr E M Banham) and the tenant or occupier of plot 20/16 (comprising a drain) along with Mr E M Banham and other parties.
- 4.4 In addition, Mr C G Banham has a presumed subsoil interest in plot 20/05 (which comprises part of the adopted highway Fendyke Bank) along with Mr E M Banham and
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E G Banham; and in plot 20/10 (which comprises part of the adopted highway Station Road) along with Mr E M Banham and other parties.

- 4.5 The Applicant proposes to compulsorily acquire new rights in plots 19/05, 20/02, 20/04, 20/05, 20/06, 20/07, 20/08, 20/10, 20/15 and 20/16 (shown coloured yellow and identified on Sheets 19 and 20 of the Land Plan [APP-006]), pursuant to Article 17 and Schedule 5 of the draft Development Consent Order (DCO) [REP3-043] for the installation of up to 6 electrical circuits underground including access for construction and temporary haul roads.
- 4.6 The Applicant also proposes to acquire new rights of access in plots 19/07, 20/03, 20/09 and 20/12 (shown coloured yellow and identified on Sheets 19 and 20 of the Land Plan [APP-006]), pursuant to Article 17 and Schedule 5 of the draft DCO [REP3-043], for permanent access for maintenance.
- 4.7 In addition, the Applicant proposes to acquire new rights of temporary possession in plots 20/11, 20/12 and 20/14 for the purpose of construction and a storage compound.

Consultation and engagement

- 4.8 The Applicant directs the ExA to Appendix 2 of the Applicant's Response to Deadline 3, the 'Written Summary of The Applicant's Oral Case put at Compulsory Acquisition Hearing on 13 November 2015' [REP3-038], specifically paragraph 1.48, which addresses concerns raised by Mr Banham on consultation and engagement. As explained in the Written Summary, the Applicant has been liaising with Mr Banham's appointed land agent, Giles Johnston of DDM Agriculture, with regards to the proposed terms for a private treaty agreement.

Cable route alignment

- 4.9 As explained in the Consultation Report [APP-015] and Site Selection & Design Report [APP-117], extensive non-statutory and statutory rounds of consultation have taken place with landowners which has been very valuable. Consultation has resulted in significant design changes to the proposed development where the Applicant has been able to make changes. These changes are recorded in the Site Selection & Design Report [APP-117]. The Applicant spoke with Mr Mark Banham at a consultation event in October 2014, and subsequently corresponded in January 2015 on the matter of suggested route re-alignments. The Applicant explained in this correspondence that the private wind turbine which had been highlighted was not expected to cause any issues to the cable installation, or vice versa, and its presence would be factored into the final design.

5. Mr. and Mrs Mackinder

- 5.1 The Written Representation submitted by Mr J R M Mackinder on behalf of the Mackinder family raised a number of specific issues regarding their landholding and potential impacts arising from the proposed development. The Applicant's response to the Written Representation is below.
- 5.2 Joseph and Judith Mackinder are the freehold owners of plots 11/02, 11/03, 11/05, 11/06, 11/08, 11/09, 11/10, 12/10, 12/12, 12/14, 12/15, 12/16, 12/19, 12/20, 12/23, 12/24, 12/25 and 13/02.
- 5.3 Joseph and Judith Mackinder are also the tenants and occupiers of plot 12/18 and plot 12/21.
- 5.4 In addition, Joseph and Judith Mackinder have a presumed subsoil interest in plot 11/07 (which comprises part of the adopted highway Chalk Lane), plot 11/12 (which comprises the adopted highway Ingoldmells Road), and in plots 12/08, 12/09, 12/11, 12/13, 12/17 and 12/22 (which all comprise drains).
- 5.5 The Applicant proposes to acquire new rights pursuant to Article 17 and Schedule 5 to the draft Development Consent Order DCO [REP3-043] in plots 11/02, 11/03, 11/06, 11/07, 11/10, 11/12, 12/08, 12/09, 12/10, 12/11, 12/16, 12/17, 12/22, and 12/24 (shown coloured yellow and identified on Sheets 11 and 12 of the Land Plan [APP-006]) for the installation of up to 6 electrical circuits underground including access for construction and temporary haul roads (Work No. 11).
- 5.6 The Applicant proposes to acquire new rights of access pursuant to Article 17 and Schedule 5 to the draft DCO [REP3-043] in plots 11/05, 11/08, 11/09, 12/12, 12/13, 12/14, 12/15, 12/20, 12/25 and 13/02 (shown coloured yellow and identified on Sheet 9 and Sheet 10 of the Land Plan [APP-006]) for permanent access for maintenance.
- 5.7 The Applicant does not seek to compulsorily acquire any land or interests in land in respect of plots 12/19 or 12/23, which are shown coloured green and identified on Sheet 12 of the Land Plan [APP-006]. The Applicant solely seeks the authority to conduct surveys over this land in reliance on Article 13 of the draft DCO [REP3-043].

Cable route alignment

- 5.8 The Written Representation makes reference to the alignment of the proposed development in relation to Anglian Water infrastructure.
- 5.9 The Applicant directs the ExA to the Applicant's response to Deadline 2 (paragraphs to 8.8 to 8.11) [REP2-007], which addressed Mr & Mrs Mackinder's Written

Representation submitted for Deadline 1. As explained in the Applicant's response to Deadline 2, the Applicant has been in correspondence with Mr Mackinder regarding route selection and route change requests since June 2014 and refutes the allegation that there has been "no meaningful dialogue" regarding the cable route.

- 5.10 The Applicant would also direct the ExA to the Applicant's response to Second Written Question SE 2.7, which addresses Mr Mackinder's proposal for an alternative cable route.

Haul route

- 5.11 In the Written Representation, Mr Mackinder puts forward an alternative haul route for a section of the proposed development. The Applicant directs the ExA to the Applicant's response to Second Written Question TT 2.2, which addresses this suggestion of an alternative haul route.

Land drainage

- 5.12 The Written Representation raises concerns with regards to the impact of the proposed development on land drainage.
- 5.13 The Applicant directs the ExA to Appendix 26 of the Applicant's response to Deadline 2, 'Agricultural Land Drainage Clarification Note' [REP2-026], as well as the Applicant's response to Second Written Question SE 2.16.
- 5.14 The Applicant is also in discussion with the Land Interest Group (a working party formed from representatives of the National Farmers' Union, the Lincolnshire Association of Agricultural Valuers and the Country Land and Business Association). These discussions include land drainage works.
- 5.15 The Applicant also recently wrote directly to all affected landowners and tenants on the 7th December 2015 inviting them to a series of 4 drop in sessions being held on the 17th and 18th December and 7th and 8th of January, at which the Applicant's land drainage experts would be present to answer any questions. The letter also invited landowners to request a meeting with the Applicant at their property where any further site specific concerns could be discussed.

Impact on farming business

- 5.16 The Written Representation refers to disturbance on farming operations.
- 5.17 The Applicant directs the ExA to the Applicant's response to Deadline 2 (paragraphs to 8.12 to 8.18) [REP2-007] which addressed concerns regarding the impact of the proposed development on the Mackinders' farming business.

Joint bays and Link boxes

- 5.18 The Applicant directs the ExA to the Applicant's responses to Second Written Questions SE 2.5, SE 2.6 and SE 2.21, which address concerns raised by Mr Mackinder in the Written Representation regarding the impact of link boxes with farming operations.

Viking Link

- 5.19 The Written Representation makes reference to the likely future application for the Viking Link project, its proposed route and potential impacts. The Applicant directs the ExA to the Applicant's response to Deadline 2 (paragraph 8.22) [REP2-007] which concentrated on the Viking project.

Psychological effects

- 5.20 The Written Representation raises concerns regarding time spent in connection with the proposed development, and anticipated future involvement by Mr Mackinder.
- 5.21 The Applicant's proposed Heads of Terms for a private treaty agreement with Joseph and Judith Mackinder contains a commitment to compensate for any damages or losses caused as a direct result of the use of the cable corridor, and this matter has been raised with the Mackinders' land agent, Giles Johnston of DDM Agriculture. The proposal in the Heads of Terms would cover, for example, compensation for sections of fields made unviable for farming as a result of construction of the proposed development. The Applicant will continue to engage with the Mackinders' land agent with regards to the Heads of Terms, and remains open to discussing site specific concerns with Mr Mackinder at his property..

6. ConocoPhillips

- 6.1 The Applicant and ConnocoPhillips are actively engaged in discussions regarding crossing and proximity agreements, as well as related matters raised by COPUK in their Deadline 3 submission. The Applicant will update the ExA on progress at Deadline 5.

7. The Environment Agency

- 7.1 The Applicant's comments on the Deadline 3 submission from the Environment Agency are included at Appendix 35 of the Response.

8. G. Hand (Hand Bros)

- 8.1 The Written Representation submitted by Mr Graham Hand on behalf of Hand Bros centred on concerns regarding the proposed cable route alignment, but also raised concerns regarding potential impacts on drainage, hedgerows and archaeology. The Applicant's response is below.
- 8.2 The Applicant proposes to compulsorily acquire new rights in plots 09/02 and 09/04 (shown coloured yellow and identified on Sheet 9 of the Land Plan [APP-006]), pursuant to Article 17 and Schedule 5 of the draft Development Consent Order (DCO) [REP3-043] for the installation of up to 6 electrical circuits underground including access for construction and temporary haul roads (Work No. 8).
- 8.3 The Applicant proposes to acquire new rights of access in plots 09/06 and 10/03 (shown coloured yellow and identified on Sheet 9 and Sheet 10 of the Land Plan [APP-006]), pursuant to Article 17 and Schedule 5 of the draft DCO [REP3-043], for permanent access for maintenance.
- 8.4 The Applicant directs the ExA to the Applicant's response to Second Written Question SE 2.8, as well as the Applicant's response to Deadline 2 (paragraphs to 7.1 to 7.19) [REP2-007], which addressed Mr Hand's Written Representation submitted for Deadline 1. Both of the aforementioned responses by the Applicant attend to the concerns raised in the Written Representation regarding route alignment, drainage, hedgerows and archaeology.

9. H. Bowler

- 9.1 The Applicant's comments on the Deadline 3 submission from H. Bowler are included at Appendix 3 of the Response.

10. I. Grant

- 10.1 The Applicant's comments on the Deadline 3 submission from I. Grant are included at Appendix 4 of the Response.

11. Internal Drainage Boards

- 11.1 The Applicant met with the IDBs on 3rd December 2015 to discuss the issues raised in their submission to Deadline 3 [REP3-001]; the IDBs submission details issues relating to restrictive covenants and provides detail of the IDBs statutory function, and the activities which they undertake in accordance with their statutory function. The Applicant has further discussed these activities with the IDBs during the meeting held in December and since revised the form of the restrictive covenants. The Applicant's overall position on, and proposed modifications of, the restrictive covenants are set out in Appendix 30 of the Applicant's response to Deadline 4. A detailed response to the points raised in the IDBs deadline 3 submission, relating to restrictive covenants, has been submitted as Appendix 31 of the Applicant's response to Deadline 4. This response, which includes the proposed modifications to the form of the restrictive covenants, has been issued to the IDBs for discussion.
- 11.2 The Applicant and the IDBs also discussed other outstanding matters during the meeting in December, including negotiations on Protective Provisions and the crossing of other ordinary watercourses. The Applicant has provided the ExA with an update on Protective Provisions in response to CA 2.21 of the ExA's second written questions, and a response on the crossing of other ordinary watercourses in response to EOn 2.8 of the ExA's second written questions.
- 11.3 The Applicant and the IDBs have prepared a Joint Statement to set out the matters which are currently under discussion and to provide detail to the ExA on the issues addressed during the meeting held in December. The Joint Statement has been submitted by the Applicant as Appendix 37 of the Applicant's response to Deadline 4. Section 4 of the Joint Statement includes responses to the points raised in the IDBs Deadline 3 submission on various Application documents.

12. J. E. Spence and Sons

- 12.1 The Applicant's comments on the Deadline 3 submission from J. E. Spence and Sons are included at Appendix 5 of the Response.

13. Lincolnshire County Council

- 13.1 The Applicant's comments on the Deadline 3 submission from Lincolnshire County Council are included at Appendix 6 of the Response.
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14. M. Thomas

14.1 The Applicant's comments on the Deadline 3 submission from M. Thomas are included at Appendix 7 of the Response.

15. The Marine Management Organisation

15.1 The Applicant has submitted an updated draft SoCG with the Marine Management Organisation (Appendix 36 of the Applicant's response to Deadline 4) which sets out Applicant's understanding of the agreements reached on the majority of the concerns raised by the MMO in their response to Deadline 3.

15.2 In respect of the Post Construction Bathymetric surveys the Applicant refers the ExA to row 48 of Appendix 1 of the draft SoCG which sets out the Applicants present position but would note that this matter is still being discussed by the parties;

15.3 The Applicant considers that existing commitments in the draft DML provide for securing appropriate surveys to ensure that, where no secondary protection is required, the cables are buried within the Order Limits. Furthermore, the Offshore Operations and Maintenance Plan (OO&MP), secured under Condition 7 of the draft DCO, sets out that there will be periodic inspections of the cable to inform maintenance requirements, notably including any need for reburial should any part of the installed export cable become exposed. The Applicant therefore considers that there is no apparent need for additional drafting to effect management of burial of the export cables during the lifetime of the project, since this is already delivered by the draft DCO and associated Plans (notably which are required to be agreed with the MMO in any case).

15.4 In respect of the drafting of Article 5 the Applicant and the MMO are working on a joint position statement to be submitted for Deadline 5.

16. Mr. and Mrs. Fox

16.1 The Applicant's comments on the Deadline 3 submission from Mr and Mrs Fox are included at Appendix 8 of the Response.

17. Mr. and Mrs Spence

17.1 The Applicant's comments on the Deadline 3 submission from Mr and Mrs Spence are included at Appendix 9 of the Response.

18. Natural England

18.1 In respect of comments made by Natural England regarding the removal of hedgerows in terms of commencement, the Applicant refers the ExA to paragraph 6.23 of the outline Landscape Strategy and Ecological Management Plan (Revision B) (Appendix 27 of the Applicant's response to Deadline 4) which states;

"Where scheduling undertaken at the detailed design stage means it is preferable to remove hedgerow to facilitate the construction phase, the Applicant considers that hedgerow removal are facilitation works and as such are appropriately excluded from the definition of commencement in relation to the onshore construction phase of the proposed development. Hedgerow removal is agreed with Natural England to be 'facilitation works' and therefore outside of the formal commencement of onshore works."

18.2 The Applicant welcomes the comments that Natural England are content that a draft marine mammal Mitigation Plan does not need to be secured in the DCO/DML for the proposed development.

18.3 The Applicant welcomes Natural England's agreement with the Applicant's position at the Issue Specific hearing in relation to surveys and confirmation that evidence of the requests made for access in the Statement of Reasons.

18.4 In respect of natural England's request for Annex 1 surveys to be undertaken prior to Operation and Maintenance activities the Applicant refers the ExA to paragraph 4.236 of the SoCG with Natural England which states;

"It is agreed that appropriate surveys will be undertaken prior to maintenance activities to confirm if any Sabellaria spinulosa reef has formed post-installation and will be used to inform recovery of Annex 1 reef from ongoing activities over the lifetime of the project."

18.5 The Applicant welcomes Natural England's agreement with the impact assessment of the project on the relevant SPA and Ramsar sites and the lack of potential impact pathway on the possible harbour porpoise SAC.

18.6 The Applicant can confirm that discussions are ongoing with Natural England with respect to considering the need for monitoring to be undertaken post-construction with respect to seabed sediment transport. The Applicant will review the paper drafted by Natural England as part of this discussion.

19. National Farmers' Union (NFU) and the Lincolnshire Association of Agricultural Valuers (LAAV)

19.1 The Applicant's comments on the Deadline 3 submission from the NFU and LAAV are included at Appendix 10 of the Response.

20. National Grid Electricity Transmission Plc and National Grid Gas plc

20.1 The Applicant welcomes National Grid Electricity Transmission's (NGET's) submission to Deadline 3. The Applicant would like to reiterate the point made by NGET that the extension and reconfiguration works at NGET's Bicker Fen substation are potentially needed for a number of reasons, not just to accommodate the Triton Knoll Electrical Connection. The Applicant would also like to reiterate that TKOWFL's connection does not trigger the need for an extension of the substation, and that sufficient capacity exists at the Bicker Fen substation to accommodate the TKOWFL connection, as detailed in the Interface Selection Assessment (8.18) submitted at Application.

20.2 The Applicant, NGET and NGG (together "National Grid") are continuing to have productive discussions regarding the matters raised in their relevant and written representations. The parties expect to agree protective provisions and other relevant documentation to provide adequate protection for National Grid's rights and interests in existing operational assets and to address the provision of land rights and access, including those necessary for the Applicant's connection to Bicker Fen substation, in lieu of the exercise of compulsory purchase rights. The Applicant has provided further detail on the progress made and discussions with National Grid in their response to question CA 2.21 of the Examining Authority's Second Written Questions. The Applicant and National Grid are targeting to have reached at least in principle agreement on all substantive matters before hearings commence on 19 January 2016.

21. North Kesteven District Council

21.1 The Applicant's comments on the Deadline 3 submission from North Kesteven District Council are included at Appendix 11 of the Response.

22. Orby Parish Council

22.1 The Applicant's comments on the Deadline 3 submission from Orby Parish Council are included at Appendix 12 of the Response.

23. P. Anderson

23.1 The Written Representation submitted by Mr Paul Anderson raised concerns regarding the proposed development, particularly in connection with land drainage and heat dissipation. The Applicant's response is below.

23.2 Mr Anderson is a tenant or occupier of plots 38/10, 38/11 and 39/01 as identified on Sheets 38 and 39 of the Land Plan [APP-006]).

Land Drainage

23.3 The Applicant takes the matter of land drainage seriously, and has appointed a local land drainage expert to provide specialist advice to the Applicant. In addition, the Applicant directs the ExA to Appendix 26 of the Applicant's response to Deadline 2, 'Agricultural Land Drainage Clarification Note' [REP2-026], as well as the Applicant's response to Second Written Question SE 2.16, both of which address land drainage matters. The Applicant's discussions with the Land Interest Group also include land drainage works.

Heat dissipation

23.4 The Applicant's response to First Written Question SE 1.2 explains that:

23.5 "Heat generated by cables has been considered as a potential operational effect in paragraphs 5.91 - 5.93 of Volume 3, Chapter 5, Land use, agriculture and soils, in which the effects on crops as a result of heat dispersion from buried cables are anticipated to have an impact of negligible significance.

23.6 Impacts on crops as a result of heat dispersion from buried cables is also assessed as part of Table 12-9, Volume 3, Chapter 13, Inter-related effects, which concludes that no additional inter-related effects are considered likely to occur."

23.7 The Applicant trusts that this information addresses Mr Anderson's concerns.

24. Roger Wardle Consultancy

24.1 The Applicant's comments on the Deadline 3 submission from Roger Wardle Consultancy are included at Appendix 13 of the Response.

25. S. Lunn

25.1 The Applicant would highlight that the development will be controlled by the provisions in the Development Consent Order (DCO).

25.2 The Applicant has committed to producing a suite of management plans, secured in the DCO, to enable the Local Authorities and Statutory bodies to have confidence in the design and mitigation and management measures proposed by the Applicant, with the work only commencing once the appropriate plans have been signed off by the relevant authority.

26. Westminster Gravels

26.1 The Applicant and Westminster Gravels Limited (WGL) are actively engaged in discussions, and, as noted in WGL's submission to Deadline 3, are working towards agreement ahead of the hearings to be held in January. The Applicant will update the ExA on progress on the earliest opportunity.