

Question Number	Question to:	Question	Response
1.	All interested parties	The applicant in response to the ExA second questions and rule 17 request has submitted to the ExA a request for Non-Material Change [REP6-004]. Interested Parties are requested to make submissions on whether the proposed change amounts to a change to the application and, if so, the significance of that change and whether it could still be considered under the existing application.	<p>The Applicant would like to reiterate that the addition of the mitigation package does not materially change the nature, scope and scale of the development being applied for. The package does not trigger the materiality threshold set out in Advice Note 16 and the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 are not engaged. The conservation and enhancement of the SPA and Ramsar sites that the agreed package provides are supported by and in compliance with National Planning Policy EN-1 Biodiversity and Geological Conservation as follows:</p> <ol style="list-style-type: none"> <li>1. Para 5.3.4 - the measures clearly demonstrate how the project has taken advantage of opportunities to conserve and enhance biodiversity conservation interests;</li> <li>2. Para 5.3.8 – “In taking decisions, the IPC should ensure that appropriate weight is attached to designated sites of international, national and local importance; protected species; habitats and other species of principal importance for the conservation of biodiversity; and to biodiversity and geological interests within the wider environment.”</li> <li>3. Para 5.3.18 – “The applicant should include appropriate mitigation measures as an integral part of the proposed development. In particular, the applicant should demonstrate that: ... opportunities will be taken to enhance existing habitats and, where practicable, to create new habitats of value within the site landscaping proposals.”</li> <li>4. Para 5.3.20 – “The IPC will need to take account of what mitigation measures may have been agreed between the applicant and Natural England (or the Countryside Council for Wales) or the Marine Management Organisation (MMO), and whether Natural England (or the Countryside Council for Wales) or the MMO has granted or refused or intends to grant or refuse, any relevant licences, including protected species mitigation licences.”</li> </ol>
2.	Applicant	<p>D4 Works Plans 2.2B (sheet 5 of 8) [REP4-014] identifies Work 11, the Mitigation Land at Goxhill hatched in light grey and this excludes the drainage ditch to the southern field boundary. D4 Land Plans 2.1B (sheet 6 of 16) [REP4-012] identifies the affected Plots as 71 and 72. The original Land Plans had also identified Plot 74 (the drainage ditch to the south east) as part of the Mitigation Land but that is not separately labelled on the current land plan.</p> <p>The latest D4 draft DCO [REP4-017] lists at page 47, Work 11 as including Plots 60, 71, 72, 74. Plot 60 is listed on Works Plan 2.1B (sheet 7 of 16) as being subject to Permanent type 2 (Rights for the pipeline), Temporary Type 1 (Construction), Temporary Type 2 (Management and Mitigation) rights and Temporary Type 3 (Monitoring). Plot 74 (the drainage ditch) is no longer listed. Plot 72 is listed subject to Permanent Type 2 (Rights for the pipeline), Temporary Type 1 (Construction), Temporary Type 2 (Management/Mitigation) and Temporary Type 3 (Monitoring).</p> <p>The Schedule of Voluntary Negotiations at D4 [REP4-028] lists Plot 71 as a temporary lease (Temporary Type 1 Rights) and 72 as an easement for the tunnel (Permanent Type 2 rights). Plot 74 (the drainage ditch) remains identified on this list and the rights required are stated as Permanent Type 2 (tunnel easement).</p>	<p>The drainage ditch remains part of plot 74 and there has been no change in numbering to this plot. The label clarifying this on sheet 6 of the Land Plans (Doc 2.1B) was inadvertently removed; however, Plot 74 in its entirety (including the drainage ditch) is shown and labelled on sheet 7 of the Land Plans. The supplementary label will be added in to sheet 6 of the next version of the land Plans to be submitted at deadline 7. On both the original and updated land plans, this part of plot 74 is included hatched green.</p>
		(a) Given the D4 Works Plan shaded the drainage ditch (formerly Plot 74) green does the ditch still need to be separately identified as a plot on the Land Plan?	Plot 74 has not changed. The ‘long skinny’ part of plot 74, ie the drainage ditch indicated green on D4 Works Plan, is an extension of the larger portion shown on sheet 7.

Question Number	Question to:	Question	Response
			Unfortunately the letter 'n' in the label 'Drain' on sheet 7 appears to separate the 'skinny part' from the larger part but it does not.
		(b) Having removed the ditch from the Mitigation land what works will be undertaken in the green hatched area and what rights are sought?	Please see above – there has been no change to the ditch, plot, works or otherwise.
		(c) What work will the monitoring of the flood defence require? Do these works only affect Plot 60?	Settlement monitoring would be undertaken during the tunnelling works, for three months following completion of the tunnelling, and up to two years post-construction of the pipeline. Monitoring is carried out by installing a 'survey array' of pegs in the ground no higher than 1 metre above ground at various intervals along the alignment of the tunnel. Periodic inspections of the pegs are undertaken to ascertain whether there has been any movement in the height of the pegs.  These works will only affect plot 60 because the tunnel alignment under the flood defences is entirely within plot 60.
		(d) Should the table on page 47 of the draft DCO (Schedule 8, Land of which temporary possession may be taken) be updated to define Work 11 as affecting Plots 71 and 72 only?	This update will be made and an audit of Schedule 8 to the DCO will be undertaken against the updated Book of Reference and Land Plans and will be updated prior to the submission of the next version of the Development Consent Order at deadline 7.
		(e) Given plot 71 appears to comprise land affected by temporary mitigation only should it be separately defined from plot 72 which appears subject to both permanent and temporary rights of acquisition?	We do not understand what is meant by 'separately defined'. Plots 71 and 72 are already separately defined. The purpose of Works Plans is to show the 'works' as defined in the DCO, and the purpose of land plans is to indicate by land ownership plots the rights and interests sought to carry out those works.  Both plots comprise Work No. 11 (temporary environmental and mitigation area) above ground. However, permanent rights (Type 2 – rights for pipeline) are needed over plot 72 as it is within the limits of deviation for the pipeline as shown by the broken black line on the Works Plans.
		(f) Should the list of temporary rights affecting plot 72 be updated to exclude Temporary Type 3 (Monitoring)?	Temporary Type 3 rights are required in respect of plot 72 because the limits of deviation for the pipeline shown by the broken black line on the works plans clearly fall within plot 72. Therefore it is possible that the pipeline may be constructed within plot 72, and in that event monitoring will be required.
3.	Applicant	<p>Article 26 provides a right to enter onto, construct and carry out mitigation works on land specified in columns (1) and (2) of Schedule 8. Please clarify what in terms of mitigation works will take place on each of plots 60, 71, 72, 74 and in the proposed additional mitigation land identified on the plan attached to your D6 submission [REP6-004].</p> <p>Please clarify all interests in or relating to land in plots 60, 71, 72, 74 and in the proposed additional mitigation land [REP6-004] that will be affected by the exercise of these powers to construct and carry out mitigation works.</p> <p>Please explain how the use of temporary powers in this regard will be justified in light of Article 1, Protocol 1 of the European Convention on Human Rights.</p> <p>Please detail all relevant potential sources of compensation that would be available to those with interest in or relating to land in plots 60, 71, 72, 74 and in the proposed additional mitigation land [REP6-004]</p>	<p>Mitigation works proposed to be undertaken in plots 60 and 74 are outlined in detail in the Environmental Statement chapters and the Initial Construction Environmental Management Plan (Doc Ref 7.3C). Examples of those measures include, groundwater mitigation agreed with the Environment Agency, archaeological mitigation which is currently being agreed with North Lincolnshire Council and mitigation to guard against flood risk which again has been agreed with the Environment Agency. Plots 71 and 72 are primarily for ecological mitigation which has been agreed with Natural England / RSPB and comprises seeding the plots as grassland and managing a short sward for the duration of the construction period.</p> <p>Mitigation proposed to be undertaken on the additional proposed mitigation land is outlined in Doc 8.22 and, as above, is ecological mitigation and enhancement agreed with Natural England and the RSPB.</p> <p>The interests in plots 60, 71, 72 and 74 are set out in the Book of Reference. Plots 71, 72 and 74 are owned by The Corporation of Trinity House of Deptford Strond and occupied by John</p>

Question Number	Question to:	Question	Response
			<p>Finch (t/a Finch Farms) under a single 1986 Agricultural Holding Act lifetime tenancy. Category 2 parties entitled to rights over Plots 71, 72 and 74 are North East Lindsey Drainage Board, Northern Power Grid, National Grid Gas. NGG has consulted extensively with these parties and SOCGs have been agreed with these parties that these interests are adequately protected.</p> <p>Plot 60 and the proposed additional mitigation land are owned by a family farming partnership including George Donald Faulding, Judith Catherine Faulding and Edward Faulding (t/a W H Faulding). Category 2 parties entitled to rights over Plot 60 are North East Lindsey Drainage Board, Northern Power Grid, National Grid Gas and the Environment Agency. NGG has consulted extensively with these parties and SOCGs have been agreed with these parties that these interests are adequately protected.</p> <p>Category 2 parties entitled to rights over the additional mitigation land are National Grid Gas, North Lincolnshire Council, Able Humber Ports, Northern Power Grid and Environment Agency. Discussions with these parties to inform them of the additional mitigation proposals are continuing and expected to be complete by deadline 7.</p> <p>Articles 26 and 27 provide that compensation is payable to the owners and occupiers of the land for any loss or damage arising from the exercise of the power. If the land is being used for the purposes of a business then the compensatable loss may properly reflect net profit which the business would have earned from its legitimate activities on the affected land, over the relevant period of temporary possession. The draft DCO sets out that compensation is payable to affected persons in line with the Compensation Code (a collection of principles derived from Acts of Parliament and case law).</p> <p>The type and amount of compensation payable is a matter for the Lands Chamber and not a relevant consideration in the making of the Development Consent Order. DCLG Guidance 'Compulsory Purchase and Compensation: Compulsory Purchase Procedure' sets out that objections can be disregarded if the objection exclusively relates to matters which can be dealt with by the Lands Tribunal which includes disputes regarding the appropriate level of compensation.</p> <p>As set out in the response to Q8 NGG have engaged with all affected persons with a view to entering into voluntary agreements. Heads of terms have been agreed with the landowner in relation to plots 71, 72 and 74, the contents of which are confidential between NGG and the landowner.</p> <p>In relation to plots 60 and the proposed additional mitigation land, NGG are continuing to engage with Mr Faulding with a view to entering into a voluntary agreement, however the substance of the objection relates to matters of compensation which will be determined in due course by the Lands Chamber if necessary. If an agreement is not reached, powers under the DCO will be exercised and Mr Faulding will be compensated in line with the Compensation Code and as decided by the Lands Chamber.</p> <p>As outlined in the Statement of Reasons, NGG has weighed interference with article 1, protocol 1 of the European Convention on Human Rights with the benefits if the DCO is made</p>

Question Number	Question to:	Question	Response
			<p>and there is a clear compelling case in the public interest to justify the interference with private rights as set out in the following paragraphs.</p> <p>There would be very significant public benefit arising from the grant of the DCO, namely the safeguarding and continuity of supply of 25% of the national gas network. There is a clear need for the project and it is identified as necessary infrastructure with a presumption in favour of its being granted consent under the National Planning Policy Statements.</p> <p>The nature of the private interference is temporary and is capable of being remedied by financial compensation. The use of temporary powers is necessary and proportionate and is being sought in preference to permanent acquisition so as to keep interference with private rights to minimum. The powers will only be exercised for the minimum amount of time necessary over the minimum of land required to construct the project. The use for which each plot is required has been set out in the application in detail and the case for the location of the project was assessed in detail in the strategic optioneering phases (this information can be found in the Consultation Report and Environmental Statement).</p> <p>Interference with landowner rights in relation to these plots has been limited as far as possible. The mitigation to be undertaken on plots 71 and 72 and on the proposed additional mitigation land does not comprise any works; just the implementation of land management measures and therefore, interference will be limited. The measures to be undertaken on the proposed additional mitigation land will not interfere with farming activities being undertaken on the land and the landowner will be able to continue to work on the land as usual during crop seasons.</p> <p>Any adverse impacts from the Project on residents and community will be mitigated in accordance with measures identified by the CEMP. These measures have been agreed with North Lincolnshire Council, Natural England, RSPB and the Environment Agency respectively such that, subject to the addition of the mitigation land, there will be no outstanding objections of substance by statutory interested parties. There is therefore a clear purpose for the rights sought and subject to the grant of the DCO there will be no impediments to the project being carried out.</p> <p>It would not be possible to carry out the project without the grant of powers for temporary possession. The scope of powers and rights under the DCO have been shown to be those absolutely necessary for ensuring the delivery of this Nationally Significant Infrastructure project. Therefore the powers sought can be justified and there is a compelling case in the public interest for temporary possession.</p> <p>As outlined above those affected by the exercise of such powers under the Order are entitled to compensation. Temporary possession powers are legitimate and proportionate for the nature and significance of the project, and there is compelling evidence that the public benefits that would be derived from the temporary possession will outweigh the private interference that would be suffered. Therefore there is a clear balance struck between the public interest and the interference with private rights on this project and neither article 1 nor article 8 are offended.</p>

Question Number	Question to:	Question	Response
4.	Applicant	<p>In response to EXQ2, 40 &amp; 41 you replied '<i>Updated Schedule of Voluntary Negotiations table will be provided in due course</i>'. Please supply that audited and finalised schedule update at the latest by Deadline 7, 17th February 2016.</p> <p>Please undertake a final comparison/audit of the Book of Reference against the Land Plans, Work Plans, Schedule of Voluntary Negotiations and DCO to ensure accuracy and continuity in the information presented and update the other documents if necessary.</p> <p>Can you please verify whether the land plot matters raised by the EA at D5 [REP5-003] are resolved and the BoR updated to reflect?</p> <p>It would be helpful to the examination if you could also supply a final version of Voluntary Agreements as a Word or Excel document as well as the pdf for publication.</p>	<p>The Book of Reference, Land Plans, Works Plans, Schedule of Progress on Voluntary Negotiations and DCO will all be audited against each other ahead of updated versions being submitted for deadline 7. The Schedule of Progress on Voluntary Negotiations will also be provided as an excel document.</p> <p>A review of the EA's concerns has been undertaken and the Book of Reference updated accordingly.</p> <p>The EA's rights in relation to plots 17, 34, 60, 61,67, 68, 69, 84, 85, 86 and 87 remain within the Book of Reference and have been amended to clarify the specific rights they have in relation to each plot.</p>
5.	Applicant	<p>In response to EXQ1, 15.8 you clarified that Paragraph 11.1 of the Statement of Reasons (document 4.1) should include plot numbers 56, 57, 58, 59, 62 and 63. You explained that these plots are also shown on the Crown Land Plans and recorded in Part Four of the Book of Reference so at that stage no update was supplied. It would be helpful if Table 1 and Table 2 in the Statement of Reasons [APP-019] were reviewed and if necessary re-issued to reflect the final audited position on rights sought over individual plots to ensure coordination of this information with the documents listed above.</p> <p>If an update to the table is necessary could the insertion requested in EXQ1, 15.8 be undertaken and the document re-issued by Deadline 8.</p>	<p>Table 1 and Table 2 in the Statement of Reasons will be reviewed and, where appropriate, updated. The amended Statement of Reasons will be submitted at deadline 8.</p>
6.	Applicant	<p>Please provide an update on the position regarding the representation on temporary works to the highway in the vicinity of '<i>Littlecroft</i>' received from Prof P. &amp; Prof G.Taylor on Plots 112 &amp; 114 [AS-010] dated 20.08.15.</p>	<p>Plots 112 and 114 are required to provide temporary access rights for the construction, maintenance, repair and/or replacement of infrastructure. These works are necessary as part of the Project to ensure that construction traffic is able to use the roads safely. These works have been agreed with North Lincolnshire Council.</p> <p>NGG met with the Taylors on 19 January 2016 to discuss their concerns in relation to these works. Following the meeting, Steve Harkin of NGG wrote to the Taylors to set out details of the extent of the works, the proposed engineering solution in relation to drainage issues and attaching the latest version of the Traffic Management Plan to illustrate the mitigation measures to be undertaken in relation to traffic.</p> <p>At the time of submission NGG has yet to receive a response however it will continue to engage with the Taylors in relation to their concerns and to clarify that appropriate engineering solutions have been secured within the DCO to ensure that adverse impacts on the Taylors are appropriately managed and mitigated.</p>
7.	Applicant	<p>An update on negotiations with the following parties was supplied at D6 (Doc 8,21);</p> <p>a) Stancer [RR-021]  b) Leech  c) Faulding  d) Finch</p> <p>By Deadline 8 please provide a final position statement for each case.</p>	<p>A final position statement covering each of the parties will be supplied at deadline 8.</p>
8.	Applicant	<p>What steps (if any) have been taken under PA2008 - Guidance related to procedures for the compulsory acquisition of land – DCLG, Sept 2013 paras 27-30, during the CA process to assist affected parties understand the process and to alleviate concerns about future compensation?</p>	<p>Paragraphs 27 and 28 of the DCLG, 'Planning Act 2008: Guidance in relation to procedures for the compulsory acquisition of land' ("CPO Guidance") states that the applicant should consider the use of alternative dispute resolution techniques.</p>

Question Number	Question to:	Question	Response
			<p>NGG supports the use of Alternative Dispute Resolution (ADR) techniques in appropriate circumstances. If an affected person approached NGG with a request for ADR to address an issue, NGG would give such a request full consideration and, if it is appropriate, in the circumstances, would engage in a suitable form of ADR. If it was concluded that ADR was not appropriate, then it would explain why.</p> <p>To date, NGG and its agents have been in close and regular contact with all affected parties or, where relevant, their appointed agent. No affected parties have requested ADR. So far, the consultation undertaken and extra measures undertaken by NGG (as described in more detail below), have been appropriate in dealing with the issues raised. Therefore NGG’s view is that so far ADR has not been necessary or appropriate for the matters under consideration.</p> <p>Paragraph 29 of the CPO Guidance suggests that applicants should provide full information about the compulsory acquisition process under the Planning Act 2008, the rights and duties of those affected and an indicative timetable for the decision making process to affected persons.</p> <p>Consultation on the Project has been ongoing since 2012. Full details of the consultation undertaken prior to submission of the application is outlined in the Consultation Report (Document 5.1). All affected persons have been sent letters and consultee packs and had the opportunity to provide feedback. NGG also held one-to-one meetings and discussions with affected persons throughout the statutory consultation period. This engagement has continued throughout the examination period.</p> <p>Steve Harkin of NGG and land agents Bruton Knowles have acted as a specified case managers in line with paragraph 29 of the CPO Guidance. Affected persons have been provided with contact details to address their concerns and provide further information on the Project and the compulsory acquisition process. Both Steve and Bruton Knowles have engaged with affected persons by letter, telephone and meetings and are continuing to liaise where matters are still outstanding.</p> <p>Paragraph 30 of the CPO Guidance states that <i>“the applicant may offer to alleviate concerns about future compensation entitlement by entering into agreements with those whose interests are directly affected”</i>. From the outset NGG have sought to engage with affected persons and come to agreements with them in relation to compensation. The progress of these negotiations is reflected in the Schedule of Progress on Voluntary Negotiations (Doc 7.8D) and currently Heads of Terms have been signed with 72% of affected persons. Where agreement has not been reached, NGG are continuing to engage with affected persons to understand and alleviate their concerns and endeavour to reach agreement.</p> <p>NGG has given careful consideration to the interference with the rights of those affected by compulsory acquisition powers in the DCO that are protected by the Human Rights Act 1998. Justification for such interference is provided in the Statement of Reasons.</p> <p>NGG have sought to strike a fair balance between the public interest associated with the replacement of a key gas transmission pipeline and interference with the private rights of those affected.</p>

Question Number	Question to:	Question	Response																																																		
9.	DDM Agriculture	<p>At D5 your letter 17.12.15 in response to EXQ2, 43 lists your clients, plot numbers, Category of their interest and summarises your client’s objections. The following parties that you stated you represent earlier in the examination no longer appear;</p> <table border="1" data-bbox="602 415 1807 1121"> <thead> <tr> <th>Client Name</th> <th>Plot</th> <th>Rights</th> <th>HOT Signed</th> <th>Doc Library Ref</th> </tr> </thead> <tbody> <tr> <td>Golland</td> <td>122</td> <td>Temp lease – passing place</td> <td>4.09.15</td> <td>[REP2 – 002]</td> </tr> <tr> <td>Turner</td> <td>111</td> <td>Temp lease – passing place</td> <td>20.08.15</td> <td>[OD-009]</td> </tr> <tr> <td>Atkin</td> <td>124</td> <td>Temp lease – passing place</td> <td>4.09.15</td> <td>[OD-009]</td> </tr> <tr> <td>Fisher</td> <td>124</td> <td>Temp lease – passing place</td> <td>4.09.15</td> <td>[OD-009]</td> </tr> <tr> <td>Simons</td> <td>109</td> <td>Temp lease – passing place</td> <td>4.09.15</td> <td>[OD-009]</td> </tr> <tr> <td>Ladlow and Cadwallader</td> <td>126</td> <td>Temp lease – passing place</td> <td>4.09.15</td> <td>[OD-009]</td> </tr> <tr> <td>Witter</td> <td>92,*126</td> <td>Temp lease – passing place</td> <td>4.09.15</td> <td>[OD-009]</td> </tr> <tr> <td>Reeve (brother) Ltd</td> <td>**114,115</td> <td>Temp lease – passing place</td> <td>4.09.15</td> <td>[OD-009]</td> </tr> <tr> <td>Shephardson</td> <td>116,120,121</td> <td>Lease of road diversion (Temp)</td> <td>30.10.15</td> <td>[REP2-009] and [OD-009]</td> </tr> </tbody> </table> <p>*Please also verify whether this client is Witter [OD-009] as your letter 9.09.15, or Whiter as [REP4-028] the applicants D4 submission and whether you agree the plot number?</p> <p>** not signed at D5</p> <p>a) Since Heads of Terms (HOTs) are signed (apart from 114) and these names were not included in your submission at D5 [REP5-002] there is no evidence of any Compulsory Power (Temporary Possession) objections from these parties. Is that correct?</p> <p>b) In your submission at D5 [REP5-002] you included Plots 83 and 100 as land interests of your client Mr Finch. On the applicants Schedule of Voluntary Negotiations from the same deadline [REP4-028] these are listed as 83 = NGG and 100 = North East Lindsay Drainage Board. Please verify which is correct?</p> <p>c) By Deadline 8 please verify whether the final version Schedule of Voluntary Negotiations issued by the applicant is agreed, or identify any remaining concerns and provide a final position statement.</p>	Client Name	Plot	Rights	HOT Signed	Doc Library Ref	Golland	122	Temp lease – passing place	4.09.15	[REP2 – 002]	Turner	111	Temp lease – passing place	20.08.15	[OD-009]	Atkin	124	Temp lease – passing place	4.09.15	[OD-009]	Fisher	124	Temp lease – passing place	4.09.15	[OD-009]	Simons	109	Temp lease – passing place	4.09.15	[OD-009]	Ladlow and Cadwallader	126	Temp lease – passing place	4.09.15	[OD-009]	Witter	92,*126	Temp lease – passing place	4.09.15	[OD-009]	Reeve (brother) Ltd	**114,115	Temp lease – passing place	4.09.15	[OD-009]	Shephardson	116,120,121	Lease of road diversion (Temp)	30.10.15	[REP2-009] and [OD-009]	Not applicable.
Client Name	Plot	Rights	HOT Signed	Doc Library Ref																																																	
Golland	122	Temp lease – passing place	4.09.15	[REP2 – 002]																																																	
Turner	111	Temp lease – passing place	20.08.15	[OD-009]																																																	
Atkin	124	Temp lease – passing place	4.09.15	[OD-009]																																																	
Fisher	124	Temp lease – passing place	4.09.15	[OD-009]																																																	
Simons	109	Temp lease – passing place	4.09.15	[OD-009]																																																	
Ladlow and Cadwallader	126	Temp lease – passing place	4.09.15	[OD-009]																																																	
Witter	92,*126	Temp lease – passing place	4.09.15	[OD-009]																																																	
Reeve (brother) Ltd	**114,115	Temp lease – passing place	4.09.15	[OD-009]																																																	
Shephardson	116,120,121	Lease of road diversion (Temp)	30.10.15	[REP2-009] and [OD-009]																																																	
10.	Applicant	Are Able Humber Ports referred to against Plots 109 & 110 part of ABP?	Able Humber Ports are a separate company and no part of Associated British Ports ABP. NGG has engaged individually with each party. Able Humber Ports are represented by DDM Agriculture.																																																		

Question Number	Question to:	Question	Response
11.	Applicant	<p>In your D5 response to EXQ2, Q3 you stated <i>'It should also be noted that within the MWC's contract National Grid added a requirement for traffic telematics to be included in vehicles'</i>.</p> <p>How is this secured?</p>	<p>Paragraph 13.1.1 within the Initial Traffic Management Plan (TMP) (Doc Ref 7.2.1A) states that <i>'where practicable, vehicles are fitted with trackers to demonstrate compliance with TMP construction route'</i>. Therefore the requirement for traffic telematics (trackers) is secured via Requirement 15 of the draft DCO which requires the approval of the Traffic Management Plan by the Local Planning Authority and compliance with this plan.</p>
12.	EA	<p>Please verify whether you are content with the D6 updated Initial Site Water Management Plan [REP6-008]?</p>	<p>Not applicable.</p>
13.	Applicant and NLC	<p>Three access control gates are identified in your D6 submission along East Marsh Road - <i>Response to Rule 17 Letter dated 7 January 2016 and Request for Non-Material Change</i> [REP6-004].</p> <p>Whilst these are stated as not being located on public highway how confident can you be that no 3<sup>rd</sup> party rights are affected?</p> <p>Should this additional work within the order limits be publicised?</p>	<p>The proposed additional mitigation land is owned by a family farming partnership including George Donald Faulding, Judith Catherine Faulding and Edward Faulding (t/a W H Faulding).</p> <p>Category 2 parties entitled to rights over the additional mitigation land are National Grid Gas, North Lincolnshire Council, Able Humber Ports, Northern Power Grid and Environment Agency. Discussions with these parties to inform them of the additional mitigation proposals are continuing and expected to be complete by deadline 7.</p> <p>Gate number 1 as indicated on the draft redline amendment plan is located on unregistered land. The efforts to locate owners of this land are outlined in the Consultation Report. Category 2 parties entitled to rights over East Marsh Road track are parties located adjacent to the track and are listed in plot 91 of the Book of Reference.</p> <p>Discussions with these parties to inform them of the additional mitigation proposals are continuing and expected to be complete by deadline 7. These parties are being advised that gate 1 is a temporary, marshalled gate for duration of construction which will not interfere with any private rights and access will be maintained at all times for these parties.</p> <p>As already stated the gate is not located on public highway and any use by pedestrian or equestrian users will not be affected, to the extent that it unlawfully occurs. It is not relevant in this situation (as no pedestrian use is being hindered), however NGG notes that third party rights can be accrued by prescription through continuous long use over a 20 year period and that such rights would not show up on a Land Registry search.</p> <p>However, such an easement cannot exist independently nor can it be a mere personal right. The right must be for the benefit of the landowner of an adjacent plot of land. Such a right cannot simply be for personal advantage and must make the adjacent land a better and more convenient place for the landowner. The East Marsh Road track in fact terminates at fields to the south of Main Drain which are also in the ownership of the Fauldings, who already have rights to use the track.</p> <p>Gate numbers 2 and 3 are located on private land owned by Mr Faulding and as mentioned above Category 2 parties entitled to rights over the additional mitigation land are National Grid Gas, North Lincolnshire Council, Able Humber Ports, Northern Power Grid and Environment Agency. Discussions with these parties to inform them of the additional mitigation proposals are continuing and expected to be complete by deadline 7.</p> <p>These gates are on tracks on private land which do not provide access to any land other than the flood defences (which are owned by the Environment Agency, who have consented to the</p>

Question Number	Question to:	Question	Response
			<p>placing of the barriers) and the AGI which is used exclusively by NGG. Therefore there is no third party land which could benefit from an easement by prescription.</p> <p>Any other public vehicular access which currently occurs along the East Marsh Road track or tracks on Faulding's land would be merely for personal advantage and not capable of being an easement. Section 34 of the Road Traffic Act 1988 makes it a criminal offence to drive a motor vehicle over land that it not a street without permission. Therefore, third parties using the tracks on Faulding's land for vehicular access are doing so unlawfully.</p> <p>The proposed access gates will prevent this unlawful vehicular access but will not interfere with pedestrian or equestrian access (notwithstanding any such access would likely be unlawful).</p> <p>Therefore NGG do not consider that further consultation or publicity is required in relation to the proposed gates. An update on discussions with those affected Category 2 parties will be provided at deadline 7.</p>
14.	NLC	By Deadline 9 please provide a final position statement on the haul road and passing places that supply access for the proposed scheme.	Not applicable.
15.	Applicant and EA	<p>In the updated D6 DCO [REP6-006] Schedule 3, Requirement 4 includes the following amendment; <i>Deletion of "tunnel construction methodology"</i> and the stated reason is - <i>"Not necessary as this is included in the detail to be submitted for Work No. 1 under Requirement 4(1)(a)"</i></p> <p>Requirement 4 (1) requires details of the '<i>layout, scale and external appearance</i>' to be submitted and approved by the Local Planning Authority.</p> <p>This would not cover tunnel construction methodology as the previous drafting did. Should it?</p>	NGG is in discussions with North Lincolnshire Council as the local planning authority in relation to this requirement.
16.	EA	Are the Protective Provisions in Part 3 D6 updated draft DCO [REP6-006] now agreed?	Not applicable.