

Question Number	Question to:	Question	NG Response																				
1.	All interested parties																						
	EA Response	<p>We have no objections to the amendment to the order limits, however the proposed barriers have the potential to interfere with our access to and operation of our flood risk management assets in this location. Any barrier must not restrict our continuity of access to the sea defences from the South (Skitter) towards the North. We would not wish to see height restriction on these barriers and they will need to be locked with Environment Agency padlocks. The final Protective Provisions, once these are agreed, will prevent any interference with our access to drainage works and will bring about the need for our consent where works are proposed in close proximity to drainage works.</p> <p>Notwithstanding the above position it should be noted that in paragraph 3.7.2.3 of document 8.22 (Response to Rule 17 letter dated 7 January 2016) it is stated that 'The Environment Agency has been consulted and consents to the installation of the vehicle barrier on its land at Skitter Drain'. However, we are unaware of any such consultation or consent taking place or being given.</p>	National Grid are in discussions with the EA to confirm that the gates will not interfere with access to and operation of the flood risk management assets. The barrier will not restrict continuity of access from the South (Skitter) towards the North, there will be no height restriction and subject to landowner agreement, Environment Agency padlocks can be used. The final Protective Provisions already prevent any interference with access to drainage works.																				
	Historic England	<p>Since or during the application process an application to schedule a part of field 7, adjacent to field 8 (the Mitigation Land) has been considered by Historic England's Listing Team. The case is still under deliberation, however it should be noted that this area may be considered an archaeological area of national importance.</p> <p>This has been raised with the archaeological consultant to the River Humber Gas Pipeline Replacement Project. There is no proposal to alter the area of land which contains the archaeological site at present. If the site is scheduled there will be a requirement to apply for Scheduled Monument Consent for works which impact the site, regardless of whether these works require planning permission.</p> <p>Historic England does not consider that this new information alters the existing application: the addition of the new parcel of and additional gates does not alter our understanding of the historic environment in this area.</p>	None																				
	Utility Grid Installations	Please note in respect of the above reference, we have no comment to make.	None																				
	Natural England	Thank you for your letter of 15 <sup>th</sup> January regarding the above. I can confirm that Natural England does not have any comment to make on Question 1 addressed to all parties.	None																				
	ERYC	The East Riding of Yorkshire Council has no comments to make.	None																				
	Humberside Fire and Rescue Service	On behalf of Humberside Fire & Rescue Service I can confirm receipt of your correspondence dated 15 January 2016, 'Request for further information and notification of change of timetable'. We have considered the information provided and have no comments from an operational or premises-related perspective.	None																				
	Ministry of Defence	I can confirm the Ministry of Defence has no safeguarding objections to this proposal.	None																				
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"> <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> </tbody> </table>	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]	
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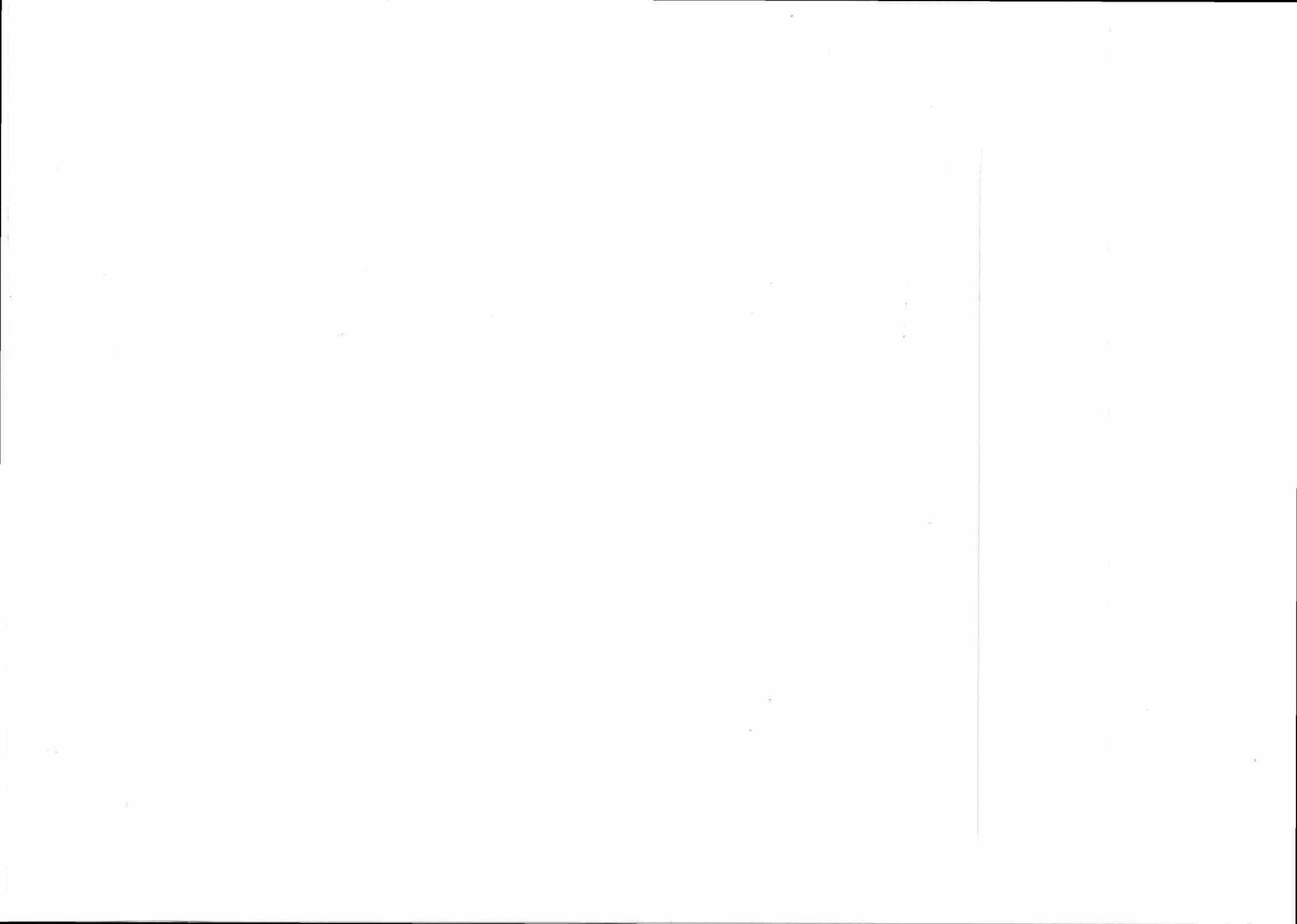
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12.	EA	Please verify whether you are content with the D6 updated Initial Site Water Management Plan [REP6-008]?																															
	EA Response	<b>Initial Site Water Management Plan</b> - We have no objections to document 6.13.2A, the revised Initial Site Water Management Plan, dated 13 January 2016. The proposed changes reflect the amendment to the mitigation strategy described in the applicant's deadline 2 submissions 'Addendum to Hydrogeological Impact Assessment' and the 'Mini Pump Test Results and Factual Report', as well as the amended Requirement 5.	None.																														
13.	Applicant and NLC	<p data-bbox="605 1619 1804 1682">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 data-bbox="605 1713 1804 1776">Whilst these are stated as not being located on public highway how confident can you be that no 3rd party rights are affected?</p> <p data-bbox="605 1808 1329 1839">Should this additional work within the order limits be publicised?</p>																															

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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>	<p>We believe that this item should have properly been addressed to North Lincolnshire Council as the local planning authority. The Environment Agency is only a consultation body for the purposes of requirement 4 in respect of the flood defences. The tunnel will be sufficiently below the flood defences with the requisite amount of cover as agreed with the Environment Agency in their protective provisions.</p> <p>National Grid consulted North Lincolnshire Council on the amendment and they have responded that they are happy with the proposed amendment – see email attached.</p>
16.	EA		
	EA Response	<p>The Protective Provisions included in Document 3.1C dated 13 January 2016 are NOT agreed. The PPs omit a large number of amendments which we have previously discussed and agreed with National Grid. We have raised this with the applicant and they have indicated that these have been omitted in error. We understand that they intend to submit a revised DCO, incorporating all the necessary amendments, at deadline 7.</p> <p>Assuming the previously agreed matters are properly included in a revised draft, the only outstanding matter with the Protective Provisions relates to the indemnity clause at paragraph 22. This matter is with the applicant and we await their views.</p>	The amendments will be included in the DCO to be submitted at deadline 7.

## Comments on Deadline 6 Documents

Party	Comment	NG response
EA	<p><b>Schedule of progress on voluntary negotiations</b> – We made a number of representations on this document at deadline 6. The matters we raised do not appear to have been addressed in this latest document 7.8D.</p> <p>We look forward to providing our comments on a revised DCO incorporating the changes agreed with the applicant, as well as a revised Book of Reference and Schedule of progress on voluntary negotiations which address our previous representations.</p>	National Grid will review and audit all necessary changes and submit any revisions at deadline 7.
Forsters LLP	<p>We write with reference to our previous letters, dated 26<sup>th</sup> October, 17<sup>th</sup> November and 21<sup>st</sup> December 2015 respectively, to report on the progress of the private treaty negotiations that are ongoing between our client and National Grid Gas Plc (“National Grid”).</p> <p>As indicated previously our client agreed final heads of terms with National Grid on 7 October 2015. Our client has separately agreed corresponding terms with its tenant farmer of the Property, but cannot formalise these arrangements without legal documents first being agreed with National Grid.</p> <p>Negotiations with National Grid remain ongoing and we have made significant progress to date. However, National Grid is now looking to renege on the agreed head of terms in relation to the operation of the break option in the lease and the requirement that restoration of the Property be completed prior to service of a break notice by National Grid. Clearly restoration is one of the most important aspects of this deal for our client and discussions are taking place between the parties to negotiate a way forward.</p>	<p>The commercial terms of the voluntary agreement between the parties are irrelevant for the purposes of determining whether to grant powers of compulsory acquisition. Also irrelevant are the negotiations between the landowner and its tenant, which are private contractual arrangements entered into voluntarily between those parties.</p> <p>The entirety of paragraph 25 of the DCLG Guidance on Compulsory Acquisition states as follows:</p> <p>“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</p>

	<p>Notwithstanding the above issue, we feel confident that the deal can and will be completed by private treaty. Should National Grid act in accordance with the agreed heads of terms then the deal can be achieved with expedition. As such, our view is that there is no compelling need in the public interest for the compulsory powers sought within the DCO Application. Indeed, the grant of DCO powers in respect of these interests would clearly be inappropriate, given the ability and willingness of both parties to entertain and complete private treaty negotiations.</p> <p>Our suggestion is therefore that the applied for powers in respect of the Property are removed from the DCO Application. This is in line with government guidance on the compulsory acquisition of land, which provides that authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement have failed ('Planning Act 2008 – Guidance relating to procedures for the compulsory acquisition of land', paragraph 25 (September 2013)).</p>	<p>provision authorising compulsory acquisition covering all the land required at the outset".</p> <p>This is a long linear scheme involving many plots of land, and accordingly, the applicant has included provision for compulsory powers over all of the land required.</p> <p>Powers of compulsory acquisition are required in respect of this nationally significant piece of infrastructure in order to ensure that all necessary rights and interests can be obtained for the delivery of the project should commercial negotiations fail or not be concluded by the time they are necessary. Should powers not be available and negotiations subsequently fail, or some other circumstance arise which prevents the applicant from obtaining the rights in order to deliver the project, the delivery of the entire project would be frustrated. Should it be necessary to exercise powers, the landowner would be fully and properly compensated as determined by the Lands Chamber in accordance with the Compensation Code.</p> <p>National Grid has demonstrated in its Statement of Reasons and other application material that there is a compelling case in the public interest that the public benefit of delivering the scheme and securing the national gas supply will outweigh the private interference to the landowner, which interference can be compensated. The powers sought are proportionate and the applicant has demonstrated a clear idea of how it intends to use the land.</p> <p>The landowner's objections relate to purely to matters of compensation, and this is not a valid ground for objection to the scheme.</p>
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## Weber Yohanna

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**From:** Joe OSullivan <Joe.O'Sullivan@northlincs.gov.uk>  
**Sent:** 28 January 2016 11:10  
**To:** Weber Yohanna  
**Cc:** Nicky Hartley; Simms, Carl  
**Subject:** Re: River Humber Pipeline Replacement - Rule 17 Request - Requirement 4

Yohanna,

I refer to the above project and your email below. I can confirm that NLC have no objection to the amendment to requirement 4 as described in your email below.

As I continue to have problems with receiving emails after migration to the new email system please either use the generic planning email [planning@northlincs.gov.uk](mailto:planning@northlincs.gov.uk) or the below telephone number. Apologies for any inconvenience. Thanks

Joe O'Sullivan  
Strategic Development Officer  
Tel: 01724 297497  
Email: [Joe.OSullivan@northlincs.gov.uk](mailto:Joe.OSullivan@northlincs.gov.uk)

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**From:** Laura Popplewell on behalf of Planning  
**Sent:** 25 January 2016 14:58  
**To:** Joe OSullivan  
**Subject:** Fw: River Humber Pipeline Replacement - Rule 17 Request - Requirement 4

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**From:** Weber Yohanna <YohannaWeber@eversheds.com>  
**Sent:** 25 January 2016 14:34  
**To:** Planning  
**Subject:** FW: River Humber Pipeline Replacement - Rule 17 Request - Requirement 4

For the attention of Joe O'Sullivan please – many thanks!

Yohanna Weber | Senior Associate | Planning and Infrastructure Consenting

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M: 44 7776 304 825  
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**From:** Weber Yohanna  
**Sent:** 18 January 2016 19:10  
**To:** Joe.OSullivan@northlincs.gov.uk  
**Cc:** 'Nicky Hartley'; Simms, Carl  
**Subject:** River Humber Pipeline Replacement - Rule 17 Request - Requirement 4

Hi Joe

I hope you are well. You have no doubt seen the below from the Examining Authority in the latest Rule 17 request:

*"In the updated D6 DCO [REP6-006] Schedule 3, Requirement 4 includes the following amendment; Deletion of "tunnel construction methodology" and the stated reason is - "Not necessary as this is included in the detail to be submitted for Work No. 1 under Requirement 4(1)(a)"*

Requirement 4 (1) requires details of the 'layout, scale and external appearance' to be submitted and approved by the Local Planning Authority. This would not cover tunnel construction methodology as the previous drafting did. Should it?"

By way of background, I reviewed the requirements after discussing with you at the DCO hearing, to see where we could make some efficiencies in processing detailed approvals. The submission of 'tunnel construction methodology', as you will be aware from the ES, is simply the notification of the TBM type to be employed, which in turn informs such matters as the detailed TMP, CEMP etc.

Technically-speaking the words 'tunnel construction methodology' are excessive in this context – we are certainly not expecting the Council to approve the detailed methodology of the TBM and specifications as they are not planning matters or matters with which the Council would (understandably) be familiar - and are regulated under pipeline and health & safety legislation. The relevance of the TBM spec here is simply to inform the details under the other requirements.

Are you happy to agree that the information to be provided under requirement 4 as regards the TBM will be incorporated within the 'associated permanent infrastructure' item in requirement 4(1) – the 'tunnel' being 'associated permanent infrastructure'? Hence we can delete requirement 4(d) 'tunnel construction methodology'?

Many thanks for your time considering this and please do let me know if you wish to discuss at all.

Regards

Yohanna Weber | Senior Associate | Planning and Infrastructure Consenting

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M: 44 7776 304 825

<http://www.eversheds.com/yohannaweber>



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\*\*\*\*\* This e-mail is sent for and on behalf of Eversheds LLP \*\*\*\*\*

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