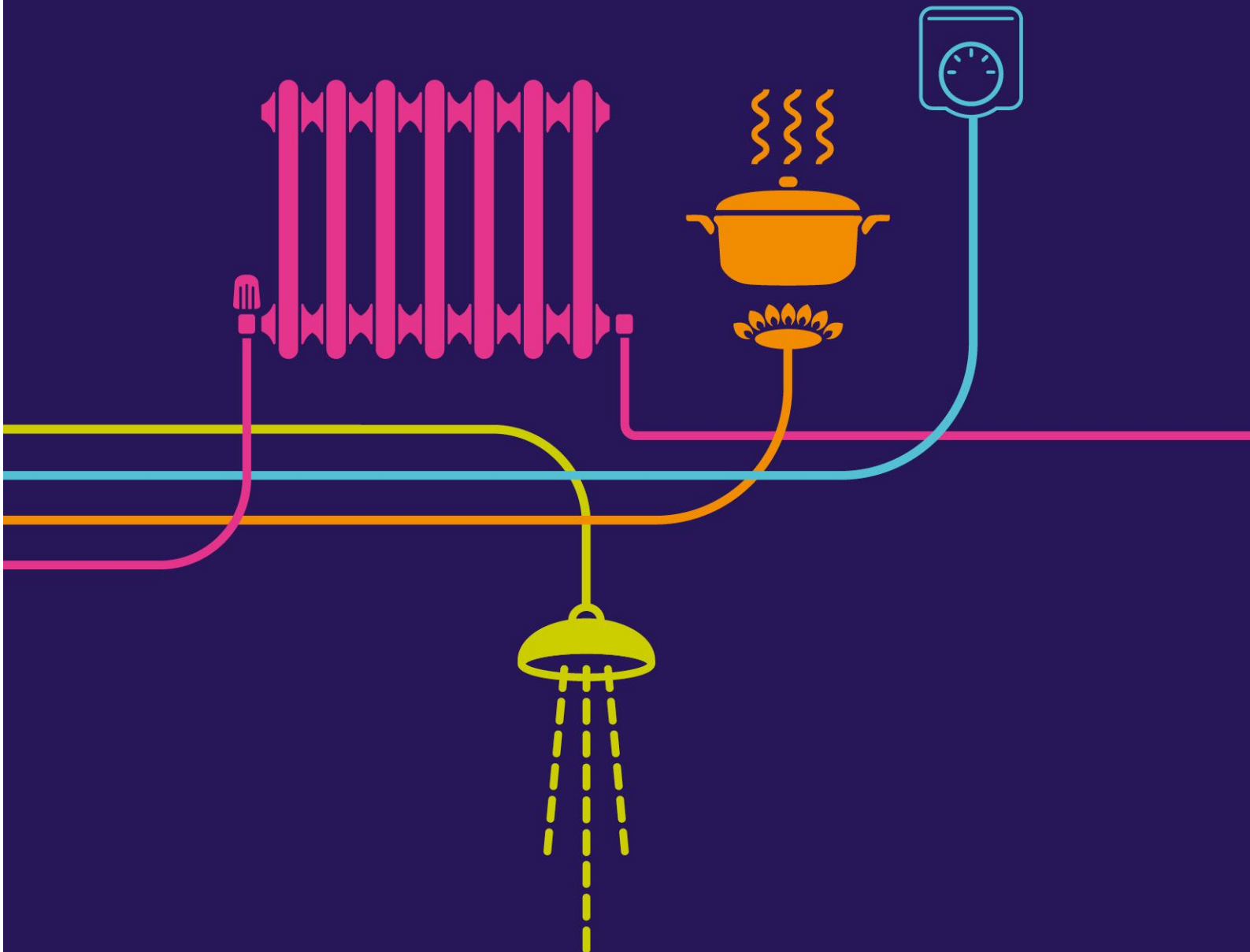


Comments on Responses to ExA draft DCO

River Humber Gas Pipeline Replacement Project



COMMENTS ON RESPONSES TO EXA DRAFT DCO

Number	From	Comment	NG Response
1	North Lincs Council	<p>(RED TEXT INDICATES NLC TRACK CHANGES)</p> <p>NLC wish to comment on the wording of Requirement 10 which as currently drafted suggests that the archaeological work necessary to mitigate the impacts has not yet been agreed, whereas it is set out in detail in the Mitigation Strategy and Written Scheme of Investigation that National Grid have submitted to the ExA. This document has been agreed with NLC and the deadline 7 submission including SoCG advises the ExA that it is acceptable, so it would seem to make sense to reference the document in Requirement 10, as NLC recommended in the submitted Local Impact Report. NLC suggest the ExA consider the following track changed amendments to Requirement 10:</p> <p>10.—(1) No stage of the authorised development may commence until a written scheme of archaeological investigation for that stage has been submitted to and approved by the relevant planning authority.</p> <p>(2) The written scheme must identify areas where a programme of archaeological investigation is required and the measures to be taken to protect, record or preserve any significant archaeological remains that may be found; the written scheme must accord with the document <i>River Humber Gas Pipeline Replacement Project Archaeological Mitigation Strategy and Written Scheme of Investigation</i>, Arcadis, February 2016, and any subsequent updates, to be agreed by the relevant planning authority.</p> <p>(3) Any archaeological works or watching brief for a stage of the authorised development must be carried out in accordance with the approved written scheme for that stage.</p> <p>(4) Any archaeological works carried out under the approved written scheme must be by a suitably qualified person or body approved by the local planning authority</p>	<p>NLC’s suggested wording has been accepted by NGG and was included in the draft DCO submitted at deadline 7 (Doc 3.1D).</p>

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		<p>(5) A copy of any analysis, reporting, publication or archiving required as part of the written scheme must be deposited with the Historic Environment Record of the relevant planning authority within one year of the date of completion of the authorised development or such other period as may be agreed in writing by the relevant planning authority</p>	
2	MMO	<p>EXA Query - Comment AJ23 - It doesn't work to define something as x and then say that more particularly it means y (which is a subset of x - 'authorised development' is defined for the purpose of the licence as Schedule 1 development and any other development authorised by the Order and....more particularly Work no 12.</p> <p>The licence needs either to apply to all development (and by default it will only apply to development within the MMO jurisdiction) or to specific work (i.e. Work no 12).</p> <p>MMO Response - The description of 'authorised development should be moved from Part 2 (2) to Part 1(1). The description in Part 2 (2) should be replaced with the following text: <i>'Such activities are authorised in relation to the construction, maintenance and operation of -'</i> This text is consistent with the wording in other consented Development Consent Orders (DCO).</p> <p>EXA Query- Comment AJ24 - Do the grid coordinates here, or what is shown on sheet 5 define the extent of the application of the licence?</p> <p>MMO Response - The coordinates are in Decimal Degrees not Degrees Minutes Seconds. The correct format should be detailed in the final DCO. The corrected coordinates will define that extent of the licence.</p> <p>EXA Query Comment AJ25 - A detailed design proposal is required to be submitted to the LPA in respect of Work no 12</p>	<p>NGG have accepted the changes to the wording of the deemed marine licence in Schedule 9 suggested by the MMO and these changes were included in the draft DCO submitted at deadline 7 (Doc 3.1D).</p>

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		<p>(Requirement 4 in Schedule 3). Para 8 imposes a requirement in respect of coatings. Is that a matter that would be covered by the detailed design proposal? Does the overlap (if there is one) matter?</p> <p>MMO Response - There is an overlap in the jurisdiction for the LPA and the MMO between Mean Low Water Springs (MLWS) and Mean High Water Springs (MHWS). If this condition is removed the MMO as the marine regulator would not be able to undertake any enforcement action if any non-compliance was encountered in relation to this requirement.</p> <p>EXA Query - Comment AJ26 Could this be better defined as 'tunnel flooding operation'? What otherwise does the 'works' mean?</p> <p>MMO Response - The MMO is of the view that the use of 'licensed activity' or 'Work No 12' is more appropriate to replace the word 'works'.</p> <p>This is applicable in both Part 4 (9) and (10).</p> <p>EXA Query - Comment AJ27 - Should it not simply remain the responsibility of the undertaker to ensure compliance with the licence? What does this drafting achieve?</p> <p>MMO Response - The MMO as the regulator of the Deemed Marine Licence post consent work needs to be satisfied that anyone undertaking the licensed activity is aware of the licence or any amendments, should any non-compliance be encountered.</p>	
3	Forsters LLP	<p>Article 26 (3) as currently drafted, provides that National Grid may remain in possession of the land for up to 2 years after completion of the authorised development. This rule applies to all land including Schedule 8, including land used for mitigation purposes on which no development is taking place. The Examining Authority has raised a query in relation to these powers in the margin of the draft DCO. Our client is also</p>	<p>The ability to remain in possession of land over which temporary rights may be exercised for two years is a model provision and necessary for the safe and effective implementation of the Project in accordance with the requirements and agreed mitigation. The period of time in</p>

Number	From	Comment	NG Response
		<p>concerned regarding these powers, and agrees with the Examining Authority that this time period seems excessive. In our view 6 months to 1 year after completion of the authorised development would be more reasonable.</p>	<p>the draft DCO is the same as that provided for in the model provisions.</p> <p>The article applies to all land listed in Schedule 8. NGG has no intention of remaining in possession of any land longer than absolutely necessary and would not require possession of the mitigation land beyond the construction period. However, the article provides a general power and it would not be appropriate to include detailed provisions in relation to each plot in the article.</p> <p>It is necessary and proportionate for some areas of the Project that 2 years may be required post-construction in order to carry out essential monitoring, rectification and reinstatement work that may become necessary for the proper mitigation of impacts.</p> <p>Compensation is payable under article 26 for any loss or damage suffered as a result of the exercise of these powers.</p>
4	Royal Society for the Protection of Birds	<p>Following on from the RSPB’s response to the Rule 17 Request at Deadline 6, I can now confirm that the RSPB and the Applicant have agreed both the content of a mitigation package and the means by which it will be secured. This includes agreed revisions to the draft Development Consent Order (DCO) and agreed wording within the Construction Environmental Management Plan (CEMP). The agreements on these matters and all others raised by the RSPB are recorded in the Statement of Common Ground (SoCG) with the Applicant. I understand that the Applicant will be submitting these documents as part of their response to Deadline 7 but, for the Examining Authority’s (ExA’s) information, I enclose draft versions of the DCO and SoCG showing the agreements between the RSPB and the Applicant.</p>	<p>The DCO submitted by the RSPB reflects the wording agreed between the parties and submitted by the applicant in the draft DCO submitted for deadline 7 (Doc 3.1D).</p>
5	Anglian Water	<p>As outlined in our letter dated 21st December 2015 we have been able to reach agreement with National Grid regarding the content of the draft DCO. The Examining Authority’s Draft DCO is consistent with the wording previously agreed with National Grid. Therefore Anglian Water’s previous objection relating to the inclusion of protective provisions pursuant to Section 127 of the Planning Act can be treated as withdrawn.</p>	<p>No Comment.</p>

Number	From	Comment	NG Response
6	Natural England	This is to confirm that following agreement of mitigation measures to ensure there will be no adverse effect on the integrity of the Humber Estuary SPA, Natural England is satisfied with the wording of such measures in CONF20 of the CEMP, and in the description of Works Nos. 4 and 13 (Schedule 1) and Requirement 18 (Schedule 3) of the DCO as submitted.	No Comment.
7	Trinity House	We have reviewed the draft DCO and dML. We understand that the replacement pipeline will be located in a tunnel beneath the River Humber. We have no further comments at this stage.	No Comment.
8	Environment Agency	<p>AJ2 (pg6/69) We are content with the proposed disapplication subject to the protective provisions being finalised and agreed for Deadline 7. It should be noted that it is for the Lead Local Flood Authorities and relevant IDBs to satisfy themselves that their interests are suitably protected. Apart from the clause relating to indemnity, we have agreed the protective provisions, however, the latest version is not yet before the ExA. It is our understanding that National Grid will submit the latest version at Deadline 7.</p> <p>AJ3 (pg7/69) We have agreed that the limits of deviation issue can be dealt with through the protective provisions (see para 27). We have also now agreed the distance which will need to be inserted into para 27 at Deadline 7.</p> <p>AJ4 (pg12/69) We are content that this access creation issue is adequately dealt with by protective provision 24(2). Our consent for any such access would be needed under the protective provisions. We have made clear to the applicant that we are likely to refuse consent for the creation of new access routes along the top of flood defences.</p> <p>AJ5 (pg13/69) The reference to S109 of the Water Resources Act is no longer needed as this is now to be disappplied in the DCO.</p> <p>AJ7 (pg18/69) The temporary possession matter is now covered by protection provision 24(2).</p>	The protective provisions agreed with the EA were included in the draft DCO submitted for deadline 7 (Doc 3.1D). As stated by the EA, there is one final commercial point outstanding which is being negotiated between the parties.

Number	From	Comment	NG Response
		AJ28 (pg49/69) Apart from the clause relating to indemnity, we have agreed the protective provisions, however, the latest version is not yet before the ExA. It is our understanding that National Grid will submit the latest version at Deadline 7.	
OTHER ISSUES RAISED BY PARTIES AT DEADLINE 7			
1	Anglian Water	<p><u>Executed final Statement of Common Ground (SOCG)</u></p> <p>We have had further discussions with National Grid relating to the need for appropriate mitigation for Anglian Water’s assets which would be affected by the proposed highway works which form part of this project.</p> <p>National Grid has suggested a number of further revisions to the wording of the Statement of Common Ground which has yet to be agreed with Anglian Water. It is anticipated that a final Statement of Common Ground will be submitted by National Grid on behalf of both parties prior to the close of the examination.</p>	<p>The Statement of Common Ground with Anglian Water has now been signed and is being submitted for deadline 8 (Doc 8.1.13A).</p> <p>The draft DCO (Doc 31.D) contains agreed protective provisions for the benefit of Anglian Water.</p>