

PROJECT

**NATIONAL GRID VIKING LINK LIMITED (VIKING LINK INTERCONNECTOR)
COMPULSORY PURCHASE ORDER 2019**

APPENDIX TO THE PROOF OF EVIDENCE

OF

**ANDREW MCINTOSH
PROJECT DEVELOPMENT DIRECTOR
NATIONAL GRID VIKING LINK LIMITED**

OBJ#	OBJ NAME & AGENT	PLOT #	OUTLINE OF OBJECTION	NGVL RESPONSE
OBJ1	Network Rail Infrastructure Limited	37-03; 37-04	<p>Objects on the ground that operational railway is adversely affected.</p> <p>Reserves right to produce additional and further grounds of objection when further details of the Order and their effect on NR's land are available.</p>	<p>NRIL has not explained how it considers the operational railway would be affected. The proof of evidence of Mr Jon McPhee explains that the operational railway will not be affected by either the construction works or the cable in situ. NGVL is also in discussions with Network Rail regarding an asset protection agreement.</p> <p>Further detail of Network Rail's concerns were requested by letter dated 14 February 2019 and are still awaited.</p>
OBJ2	Canal and River Trust	31-11; 31-12	<p>Does not oppose the confirmation of the Order, but objects to the current form of the proposals.</p> <p>The Trust has a statutory duty to make its waterways available for navigation and to maintain its waterways in a condition suitable for use by cruising under s.105 of the Transport Act 1985. NGVL will need to satisfy the Trust that periods of construction underneath the waterway and for other works adjoining the waterway will have no long-term impact upon their use for navigation.</p> <p>Possible that substantial works will require closure of the waterway and this will need the agreement of the Trust to be approved.</p>	<p>The points raised go towards the detail and methodology of the works to be undertaken rather than the question of whether NGVL should be granted the power to compulsorily acquire land and rights in order to carry out those works.</p> <p>While detailed design of the cables is yet to take place, NGVL can confirm that it intends to install the electrical cables in ducts beneath the River Witham using a trenchless technique called horizontal directional drilling, so as to avoid any interference with the river and to ensure that it can be safely navigated during the construction period and thereafter. This location has also been identified as a 'block-out' location for construction traffic meaning no temporary bridges are proposed to be constructed over the river. In addition, in accordance with Witham Fourth Internal Drainage Board's byelaws, no works will be carried out within 9m of the river bank.</p> <p>Once the cables are in situ beneath the river they will have no impact upon its use. In the event that the cables needed to be replaced, new cables would be pulled through the ducts underneath the river so there would be no impact on its continued use.</p>

		<p>Has indicated a willingness to agree the necessary Third Party Work rights sought through negotiation, however, NGVL's engagement in negotiations has been limited to date.</p> <p>NGVL has not adequately demonstrated that the scheme is unlikely to be blocked by any physical or legal impediments, such as the need for the Trust's agreement to works which affect the statutory navigation on the River Witham. Failure to have this agreement in place is contrary to the requirements of para 15 of the MHCLG CPO Guidance.</p> <p>In order to fulfil its statutory obligations, the Trust's standard practice is to enter into a works agreement & then provide NGVL with a Deed of Grant of Easement for cables under its waterways, in order to ensure operation of those waterways is not disadvantaged.</p> <p>In conjunction with the negotiation of a Deed of Grant, the Trust usually requests and considers detailed information for approval. However, given the limited correspondence in the voluntary negotiations to date, it is not possible for the Trust to undertake this review.</p> <p>NGVL approached the Trust in Jan 2018 to negotiate an easement to permit the burying of a cable under the River Witham, but despite reasonable attempts by the</p>	<p>NGVL's response to comments about a lack of engagement on NGVL's part, are addresses in Appendix 9 of the proof of evidence of Mr Oliver Heselton.</p> <p>In addition, NGVL commenced the application process for a permit for works, in accordance with the Trust's Code of Practice, as early as February 2018, by submitting a notification of works form (Form 1) on 5 February 2018 and has also paid the requisite fee. NGVL has been allocated project number (TPW.NOR.1718.085) by the Trust. By e-mail correspondence dated 20 March 2019, the Trust confirmed to NGVL that the above is the latest position and that he awaits further details of NGVL's proposals to enable him to progress the application. As soon as 'detailed information' is available following appointment of contractors in Q2/3 2019, this will be submitted to the Trust to enable the application to be progressed.</p> <p>NGVL contacted the Trust with a view to negotiating Heads of Terms for a Deed of Easement in March 2017. Contrary to what is suggested in the Objection Letter, dialogue has continued since. Negotiations for a Deed of Easement and associated Works Agreement are progressing and a meeting is to be Scheduled soon to discuss the terms of the same.</p> <p>There is in any event a continuing requirement for meaningful engagement, and running the CPO process in parallel with continuing landowner negotiations is expressly envisaged by paragraph 17 of the <i>Ministry of Housing, Communities and Local Government's Guidance on Compulsory Purchase and The Crichel Down Rules</i> (February 2018). NGVL is fully committed to continuing to progress negotiations for a voluntary agreement with the Trust.</p>
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		<p>Trust to progress negotiations, there has been limited engagement by NGVL.</p> <p>Meaningful attempts at negotiation have not been pursued or genuinely attempted by NGVL, in breach of para 17 of CPO Guidance.</p> <p>NGVL has failed to take reasonable steps to acquire all of the land and rights by agreement, in breach of para 2 of the CPO Guidance.</p> <p>NGVL have not fully remained committed to continuing to progress negotiations throughout the CPO process in reference to para 10.8 of the SoR.</p> <p>NGVL has not demonstrated to the Trust that either:</p> <ul style="list-style-type: none"> • The land can be taken without serious detriment to the carrying on of the Trust's undertaking; or • The land taken can be replaced by other land without serious detriment to the Trust's undertaking. <p>Therefore the use of operational land without the appropriate agreements in place could cause serious detriment to its undertaking. As such the Order cannot be confirmed without a certificate from the appropriate Minister that rights over it be can acquired without serious detriment of the Trusts undertaking.</p>	<p>The electrical cables will be installed in ducts beneath the River Witham using a trenchless technique called horizontal directional drilling, so as to avoid any interference with the river and to ensure that it can be safely navigated during the construction period. No temporary bridges are proposed to be constructed over the river and no works will be carried out within 9m of the river bank. Once the cables are in situ beneath the river they will have no impact upon its use. Cable Construction Rights and HVDC Cable Rights (to enable NGVL to install, operate, maintain and protect electrical cables) can therefore be acquired without causing serious detriment to the carrying on of the Trust's undertaking.</p>
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	<p>The Trust reserves its right to expand upon or add to the grounds of objection set out in its letter.</p>		
<p>OBJ3</p>	<p>Western Power Distribution (East Midlands) Plc ("WPD")</p>	<p>Table 2 interests: 01-21; 01-29; 01-34; 01-35; 01-39; 02-03; 02-06; 02-23; 02-24; 02-25; 02-34; 02-35; 04-33; 04-34; 05-03;</p>	<p>NGVL's response to this ground is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.</p>
	<p>Objects to the Order on the following grounds: Order and accompanying documents do not fully detail their interests, rights and apparatus that would be affected by the proposed scheme.</p>		<p>NGVL's engineers have been in discussion with WPD regarding their existing apparatus within the Order Land and NGVL does not intend to interfere with or relocate WPD's apparatus.</p> <p>To give WPD comfort in that regard, a crossing agreement is currently being negotiated, which will put in place mechanisms to ensure that the Viking Link cables can be installed, operated and maintained, without interference with WPD's existing cables. The negotiations are at an advanced stage and NGVL is committed to completing it as soon as possible to enable WPD to withdraw its objection.</p> <p>In addition, NGVL does not intend to, nor will it have any power under the Order to, extinguish WPD's existing wayleaves or interfere with the exercise of WPD's statutory powers. This is because the Order has been made under the Electricity Act 1989 and contains powers only to acquire land and rights over land. It is not, for example, a development consent order, which may contain a much broader range of powers.</p>
	<p>Concerns as to the impact of the proposed scheme on the electricity distribution networks and their ability to ensure security of electricity supply.</p> <p>Scheme does not adequately address how the electricity network operated by Western Power will be protected both during the construction phase of the scheme, and following its completion, nor does it set out the full details of any replacement cables that may be required.</p>		<p>Detailed design for the cables is yet to be completed. However, NGVL's engineers have been in discussion with WPD regarding their existing apparatus within the Order Land and a crossing agreement is currently being negotiated, which will put in place mechanisms to</p>
	<p>Information accompanying the Order does not provide sufficient information for WPD to understand fully the design and construction of the scheme and therefore</p>		

		<p>05-07; 05-08; 05-09; 08-12; 08-13; 08-14; 09-17; 09-18; 09-19; 14-04; 14-05; 14-06; 15-09; 15-11; 15-12; 15-13; 16-08; 16-09; 17-07;</p>	<p>the full extent of any potential operational implications.</p> <p>Information accompanying the Order does not provide sufficient information for WPD to understand how it would continue to fulfil its statutory responsibilities as an electricity distribution company, and to comply with the terms of its distribution licence under the Electricity Act 1989, at all times following the acquisition of its interests and apparatus.</p>	<p>ensure that the Viking Link cables can be installed, operated and maintained, without interference with WPD's existing cables.</p> <p>NGVL's response to this ground is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton</p>
		<p>Proposed scheme does not currently make adequate provision for replacement apparatus to compensate for the existing apparatus which would be affected by the Order. This could potentially result in a significant impact upon the distribution of electricity.</p> <p>WPD has been and continues to be engaged in discussions with NGVL with a view to reaching an agreement to safeguard the ability to carry on its undertaking and comply with statutory duties. Requires an agreement with NGVL which ensures that:</p> <p>Suitable arrangements are put in place with regard to the lifting, diversion, removal and/or replacement of existing cables and line and other apparatus in manner that is safe and maintains security at all times.</p> <p>Replacement of legal property interest and rights are granted to WPD which are</p>	<p>NGVL does not intend to interfere with or relocate WPD's apparatus. A crossing agreement is currently being negotiated which will put in place mechanisms to ensure that the Viking Link cables can be installed, operated and maintained, without interference with WPD's existing cables.</p>	

		<p>18-07; 18-08; 18-09; 20-11; 20-12; 20-13; 21-39; 21-40; 21-41; 22-05; 22-06; 22-07; 24-04; 24-06; 26-12; 26-13; 26-14; 28-09; 28-12;</p>	<p>equivalent to the interests and rights being acquired by the Order.</p> <p>WPD holds an electricity licence under the Electricity Act 1989, and requests that the consent of GEMA is sought by the SoS, and that, in the absence of an adequate agreement, consent is not given.</p> <p>WPD have also notified GEMA of their objection.</p> <p>Notes that the position of NGVL in the SoR that the only land to which the requirement to seek GEMA consent could apply is land owned by NGET at the NGET substation. However, they do not consider the Order is sufficiently clear that interference with WP rights is excluded. Accordingly, the requirement for GEMA consent applies to all rights held, as is evident from the definition of "land" at para 1(2) of schedule 3 of the Electricity Act 1989.</p>	<p>As acknowledged in paragraph 15.28 of the Statement of Case, by virtue of paragraph 2(1) of Schedule 3 to the Electricity Act 1989 ("1989 Act"), no order may be made which authorises the compulsory purchase of land (or rights in land) belonging to another 1989 Act licence holder, unless and until consent to the making of the order has been obtained from GEMA. Paragraph 15.29 of the SoR explains that only land to which this requirement could apply is land owned by National Grid Electricity Transmission at the Bicker Fen substation. NVGL's rationale for this is as follows:</p> <ul style="list-style-type: none"> • The requirement for GEMA consent only applies where land belongs to a 1989 Act licence holder. WPD only has the benefit of wayleaves. • While NGVL intends to acquire new rights in land in which WPD has wayleaves, NGVL does not intend to, nor will it have power under the Order to, extinguish or override WPD's wayleaves. NGVL wishes to avoid any interference with WPD's wayleaves/apparatus and acknowledged in the Objection Letter, is currently negotiating a crossing agreement with WPD.
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OBJ4	Cadent Limited Gas	<p>Table 2: 03-16; 03-17; 03-18; 09-08; 09-09; 09-10;</p>	<p>Objection submitted in order to protect its position in light of existing infrastructure which is within the proposed CPO boundary until an Asset Protection Agreement is agreed between the parties.</p> <p>Identifies the following apparatus within the vicinity of the proposed works:</p>	<p>The Cadent letter is a holding objection, which Cadent intends to withdraw on completion of an asset protection agreement with NGVL, which will put in place mechanisms to ensure that the Viking Link cables can be installed, operated and maintained, drainage works carried out, and temporary compounds erected and used, without interference with Cadent's existing apparatus.</p> <p>Negotiations for an asset protection agreement are progressing well and NGVL is committed to completing it as soon as possible to enable Cadent to withdraw its objection.</p> <p>Cadent has the benefit of rights granted by Deed of easement in the Order Land, namely, Plots 03-16, 03-18, 09-08, 37-07 and 38-05 (over which NGVL seeks rights to carry out land drainage works); 03-17, 09-09 and 37-06 (over which NGVL seeks right to install,</p>

		<p>37-07; 37-08; 38-03; 38-05</p> <p>Special Category</p> <p>Table 2: 03-16; 03-17; 03-18; 09-08; 09-09; 09-10;</p>	<ul style="list-style-type: none"> • 2x Intermediate Pressure (above 2 bar) Gas Pipelines and associated equipment. • 2x Medium Pressure (below 2 bar) gas pipes and associated equipment. <p>Whether NGVL intends to acquire land, extinguish rights, or interfere with any of Cadent's apparatus, Cadent will require appropriate protection for retained apparatus and further discussion on the impact to its apparatus and rights. Operations within Cadent's existing easement strips are not permitted without approval and will necessitate a Deed of Consent being put in place once full final construction methodologies and designs are available. Any proposals for work in the vicinity for Cadent's existing apparatus will require approval by Plant Protection under the Asset Protection Agreement and early discussions are advised.</p>	<p>operate, maintain and protect electrical cables); 09-10 and 37-08 (over which NGVL seeks rights to create and use a temporary construction compound); and 38-03 (over which NGVL seeks rights to take access and to carry out land drainage works). Cadent does not own any of the Order Land.</p> <p>NGVL's response to this ground is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.</p>
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		<p>37-06; 37-07; 37-08; 38-03; 38-05</p>	<p>Letter lists a number of key considerations for the project including:</p> <p>Cadent has a Deed of Grant of Easement for each pipeline, which prevents the erection of permanent/temporary buildings/structures, change to existing ground levels or storage of materials etc. within the easement strip.</p> <p>Written permission is required before any works commence within the Cadent easement strip and a Crossing Agmt may be required if any apparatus needs to cross the Cadent easement strip.</p> <p>Letter lists general notes on pipeline safety for working near Cadent's gas pipelines. In addition to the guidance, there will be additional requirements dictated by Cadent's plant protection team.</p> <p>Will need to ensure that Cadent's pipelines remain accessible throughout and after completion of the works.</p> <p>The actual depth and position must be confirmed on site by trial hole investigation under the supervision of a Cadent representative. Ground cover above pipelines should be reduced/increased.</p> <p>Any excavations planned within 3metres of Cadent High Pressure Pipelines or within 10 metres of an AGI, or if any embankment or dredging works are proposed the actual position and depth of the pipeline must be established on site in the presence of a Cadent Rep. Safe working methods must be agreed to minimise risk of damage and</p>	
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	<p>ensure the final depth of cover does not affect the integrity of the pipeline.</p> <p>Pipeline Crossings:</p> <p>Where existing roads cannot be used, construction traffic should ONLY cross the pipeline at agreed locations.</p> <p>The pipeline shall be protected at the crossing points, by temporary rafts constructed at ground level.</p> <p>Type of raft to be agreed with Cadent prior to installation.</p> <p>No protective measures including the installation of concrete slab protection shall be installed over or near to the Cadent pipeline without prior permission.</p> <p>The method, dimensions, material and method of installation of any protective provision will need to be agreed with Cadent.</p> <p>New Service Crossings:</p> <p>New service may cross the pipeline at perpendicular angle to the pipeline i.e. 90 degrees.</p> <p>New service to cross over the pipeline a clearance distance of 0.6m between the crown of the pipeline and the underside of the service should be maintained. If this cannot be achieved the serve shall cross the pipeline with a clearance distance of 0.6m.</p>			
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OBJ5	National Electricity Transmission plc ("NGET") National Gas Grid plc ("NGG")	Table 1: 41-01; 41-02; 41-03; 41-04; 41-21; 41-22 Table 2: 36-15; 37-01; 37-02;	<p>Letter dated 15 February 2019 contains a holding objection while the impact on NGET's assets is still being assessed. In respect of NGET and NGG infrastructure, both will require appropriate protection for retained apparatus including compliance with relevant standards for works proposed within close proximity of its apparatus; providing that the Order affects NGET and NGG apparatus.</p> <p>NGET assets affected by the proposed Order are:</p> <ul style="list-style-type: none"> • Bicker Fen 400kV Substation • 42XM Over Head Line (400kV route) <p>NGG assets affected:</p> <p>Feeder 7 High Pressure Gas Pipeline (Hatton to Gosberton).</p>	The NGG/NGET letter is a holding objection, pending NGG's and NGET's consideration of any potential impacts on its assets.
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	<p>Objection letter lists a number of specific comments on its electricity infrastructure.</p> <p>These are:</p> <p>National Grid's Overhead Line/s is protected by a Deed of Easement/Wayleave Agreement.</p> <p>Statutory electricity safety clearances must be maintained at all times. Recommends no permanent structures are built directly beneath overhead lines.</p> <p>If any changes in ground levels are proposed either beneath or in close proximity to existing overhead lines then this would serve to reduce the safety clearances. Safe clearances must be maintained at all times.</p> <p>Plant, machinery, equipment, buildings or scaffolding should not encroach within 5.3m of any NG high voltage conductors when those conductors are under their worse conditions of maximum "sag" and "swing".</p> <p>If a landscaping scheme is proposed – request that only slow and low growing species of trees and shrubs are planted beneath and adjacent to existing overhead lines.</p> <p>Drilling or excavation works should not be undertaken if they have potential to disturb or adversely affect the foundations or "pillars of support" of any existing tower.</p>	<p>NGVL's response is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.</p>
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NGET high voltage underground cables are protected by Deed of Grant of Easement; Wayleave Agreement or the provisions of the New Roads and Street Works Act. Require that no permanent/temporary structures are built over their cables or within the easement strip.

Ground levels above their cables must not be altered in anyway, without consulting NG first.

Cables Crossing:

Cables may cross the pipeline at perpendicular angle to the pipeline i.e. 90 degrees

A NG representative shall supervise any crossing of a pipeline

Clearance must be at least 600mm above or below the pipeline

Impact protection slab should be laid between the cable and pipeline if cable crossing is above the pipeline.

Deed of Consent is required for any cable crossing the easement.

New service to cross over the pipeline a clearance distance of 0.6m between the crown of the pipeline and the underside of the service should be maintained. If this cannot be achieved the serve shall cross the pipeline with a clearance distance of 0.6m.

<p>NGVL's response is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.</p>	<p>Gas Infrastructure:</p> <p>NG has a Deed of Grant of Easement for each pipeline, which prevents the erection of permanent/temporary buildings, or structures, change to existing ground levels, storage of materials etc.</p> <p>Pipeline Crossings:</p> <p>Where existing roads cannot be used, construction traffic should only cross the pipeline at agreed locations.</p> <p>Pipeline shall be protected, at crossing points, by temporary rafts constructed at ground level.</p> <p>No protective measures including the installation of concrete slab protection shall be installed over or near to the NG pipeline without prior permission.</p> <p>The method, dimensions, material and method of installation of any protective provision will need to be agreed with NG.</p> <p>The type of raft shall be agreed with NG prior to installation.</p> <p>Written permission is required before any works commence within the NG easement strip.</p> <p>Letter also sets out general notes on Pipeline Safety.</p>
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OBJ6	Triton Knoll Offshore Wind Farm Limited ("TKOWFL")	Table 2: 40-05; 40-06; 40-07; 41-02; 41-03; 41-22; Special Category applies to all Plot interests	Wish to register holding objection.	The TKOWFL letter is holding objection, which TKOWFL intends to withdraw on completion of a crossing agreement with NVGL, which will put in place mechanisms to ensure that the TKOWFL and Viking Link cables can be installed, operated and maintained without interference with each other.
			TKOWFL have various land rights, including the laying of cables over a number of land plots within the CPO, the holding objection specifically relates to the rights for Plots 41-02, 41-03 and 41-22 within the land surrounding the Bicker Fen substation owned by NGET. TKOWFL are currently in the process of installing export cable associated with the wind farm in accordance with the TK Order 2016, which requires the TKOWFL export cable to be installed in land overlapping with the 3 Plots referred to above.	NGVL's response is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.
			In order to protect the cable, TKOWFL require NGVL to enter into a crossing agreement with them to ensure that adequate protections are in place. Letter confirms that discussions between TKOWFL and NGVL have been initiated to enter into an agmt. The holding objection will be withdrawn once the crossing agreement is in place.	NGVL's response is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.
OBJ 7	Witham Fourth Internal Drainage Board ("Witham Fourth IDB")	Table 1: 28-25; 29-01; 29-02;	Witham Fourth IDB has now signed and returned to NGVL HOTs for the land rights it requires over their land. They are satisfied their concerns have been addressed and so they have written to BEIS to withdraw its objection to the Order. The objection was withdrawn on the 17 May 2019.	

		29-03; 29-15; 30-01; Table 2: 28-27; 28-28; 28-29		
OBJ8	Black Sluice Internal Drainage Board ("Black Sluice IDB")		Black Sluice IDB made an objection to the Order, however they are now happy that the responses provided by NGVL address their concerns/grounds of objection and as a result their objection has now been withdrawn. There objection was removed on 16 May 2019.	
OBJ9	Lindsey Marsh Drainage Board		Lindsay Marsh Internal Drainage Board made an objection to the Order, however they are now happy that the responses provided by NGVL address their concerns/grounds of objection and as a result their objection has now been withdrawn. There objection was removed on 16 May 2019.	
OBJ10	Anglian Water ("AW")	Table 2: 01-20;	Submits the following comments as water and sewerage undertaker for the Viking Link Interconnector Project.	NGVL's response is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.
		01-22; 01-23; 16-05; 16-07;	Rights Packages: Majority of rights to be acquired by NGVL are described as being of a temporary nature to allow for construction of the project. However there is no time limit/s specifying whether these rights would only apply during the construction phase or following the decommissioning of new	NGVL's response is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.

		<p>16-08; 16-09; 17-04; 17-07; 21-01; 21-03; 21-04; 21-06; 21-07; 21-09; 21-29; 21-31; 21-33; 21-34; 21-35; 31-13; 33-09; 33-10; 33-11;</p>	<p>infrastructure. Requests clarity on this point.</p> <p>Water & recycling assets:</p> <p>AW has been in discussion with NGVL contractor relating to how impacts on existing water mains in AW's ownership will be mitigated as part of the development. Expects that method statements will be required for affected water mains to be agreed with AW.</p> <p>Also other assets in or near the onshore cable route in ownership of AW. These are critical to enable AW to undertake its duty as a sewerage and water undertaker.</p> <p>Proposed rights as drafted do not include specific legal protection for AW's existing assets.</p> <p>Reference is made to protecting and preventing damage or interference to the proposed electricity interconnector infrastructure, however there is no equivalent to ensure AW's existing infrastructure is protected from adverse impacts including proposed temporary access arrangements.</p> <p>Rights relating to discharge of water:</p> <p>AW understands that the proposed method of surface water management does not interact with AW's operated assets. Therefore suggests that the views of the relevant IDBs and the Environment Agency should be sought on the discharge of water as outlined in the CPO. In the event that</p>	<p>NGVL's engineers have been in discussion with AW regarding their existing apparatus within the Order Land. NGVL does not intend to interfere with AW's apparatus and will install the electrical cables beneath AW water pipes so as not to interfere with them. There is only one instance where an AW water pipe may potentially be affected by the project. That is where an AW pipe is located beneath an existing access track which will become the permanent access road to the new converter station. This water pipe may need to be redirected. We understand that AW is aware of this and has advised NGVL that it will undertake any necessary redirection works itself in reliance on its statutory powers.</p> <p>NGVL's response is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.</p> <p>NGVL's response is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.</p> <p>NGVL's response is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.</p>
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		34-05; 34-08 Special Category applies to all Plot interests	this were to change, AW wants to be re-consulted on the proposed rights. Welcomes further discussions with Eversheds regarding points raised in letter.	NGVL's response is set out in Appendix 9 of the proof of evidence of Mr Oliver Heselton.
OBJ11	H.A. Stanley & Son Farmers	Table 1: 40-08; 40-09; 40-10; 40-11; 40-12; 40-13; 40-14; 40-15; 40-16; 40-17; 40-18; 40-19; 40-20;	Mr and Ms Stanley made an objection to the Order, however they have now returned signed HoTs which address their concerns/grounds of objection and as a result their objection has now been withdrawn. There objection was removed on 10 May 2019.	

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		<p>42-24; 42-25; 42-26; 42-30; 42-31; 42-32</p>	
OBJ12	P & N Benjamin	<p>Table 1: 41-21; 41-23; 41-24; 41-25; 41-26; 41-27; 41-28; 41-29; 41-31; 41-32; 41-34; 41-36</p>	<p>Messrs Benjamin made an objection to the Order, however they have now returned signed HoTs which address their concerns/grounds of objection and as a result their objection has now been withdrawn. There objection was removed on 14 May 2019.</p>