

OBJ#	OBJ NAME & AGENT	PLOT #	OUTLINE OF OBJECTION	NGVL RESPONSE
OBJ1	Network Rail Infrastructure Limited	37-03; 37-04	Objects on the ground that operational railway is adversely affected.	NRIL has not explained how it considers the operational railway would be affected. NGVL proposes to use HDD techniques to tunnel under the railway. The proposed depth at which this will be carried out and the distance from the railway where the HDD will start and re-surface will ensure that the operational railway is not affected by either the construction works or the cable in situ. NGVL is also in discussions with Network Rail regarding an asset protection agreement.
			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.	Further detail of Network Rail's concerns were requested by letter dated 14 February 2019 and are still awaited. NGVL therefore reserves the right to expand on its response in due course.
OBJ2	Canal and River Trust	31-11; 31-12	Does not oppose the confirmation of the Order, but objects to the current form of the proposals.	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>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>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>With regard to the comments about a lack of engagement on NGVL's part, NGVL first contacted the Trust in relation to the planning applications for the project in September 2016. In the summer of 2017 NGVL approached the Trust with a view to entering in to a crossing agreement, to put in place mechanisms to ensure that the electrical cables can be installed, operated and maintained without interference with the continuous and safe navigation of the river. NGVL has attempted to progress negotiations to reach an amicable solution in the form of a crossing agreement but the terms of such an agreement are yet to be agreed.</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>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 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>

		<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 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</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>

			<p>appropriate Minister that rights over it be can acquired without serious detriment of the Trusts undertaking.</p> <p>The Trust reserves it right to expand upon or add to the grounds of objection set out in its letter.</p>	
OBJ3	Western Power Distribution (East Midlands) Plc ("WP")	<p>Table 2 interests:</p> <p>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;</p>	<p>Objects to the Order on the following grounds:</p> <p>Order and accompanying documents do not fully detail their interests, rights and apparatus that would be affected by the proposed scheme.</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>As explained at paragraph 195 of the Ministry of Housing, <i>Communities & Local Government Guidance on Compulsory purchase process and the Criche Down Rules</i> (February 2018), the Schedule to the Order should include the names and addresses of every qualifying person as defined in section 12(2), 12(2A) and 12(B) of the Acquisition of Land Act 1981. There is no requirement to include details of apparatus in the Schedule where there is no corresponding land interest.</p> <p>The Order Schedule has been compiled following a comprehensive land referencing exercise which included the sending of 'Landowner Information Questionnaires' to all those believed to have interests in the Order Land. That land referencing exercise only identified WPD's registered wayleaves which are detailed in Table 2 of the Schedule.</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</p>

		04-34;		development consent order, which may contain a much broader range of powers.
		05-03;		
		05-07;	Information accompanying the Order does not provide sufficient information for WPD to understand fully the design and construction of the scheme and therefore the full extent of any potential operational implications.	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 ensure that the Viking Link cables can be installed, operated and maintained, without interference with WPD's existing cables.
		05-08;		
		05-09;		
		08-12;	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.	As explained above, NGVL has carried out a comprehensive land referencing exercise in respect of the Order Land which only identified registered wayleaves benefitting WPD. NGVL is not therefore seeking to acquire any land or rights over land belonging to WPD. 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. Nothing will prevent WPD from exercising its statutory powers.
		08-13;		
		08-14;		
		09-17;		
		09-18;		
		09-19;		
		14-04;		
		14-05;	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.	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.
		14-06;		
		15-09;		
		15-11;		
		15-12;	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	
		15-13;		

		<p>16-08; 16-09; 17-07; 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;</p>	<p>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 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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		26-14; 28-09; 28-12; 28-13; 28-14; 29-17; 29-17; 29-18; 29-19; 31-05; 31-06; 31-07; 31-17; 31-18; 31-19; 32-03 32-04; 32-05; 32-07;		
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			32-09; 32-10; 32-11; 34-13; 35-08; 36-02; 36-11; 36-12; 36-13; 36-14; 40-1; 40-04; 40-05; 40-06; 41-02	
OBJ4	Cadent Gas Limited	Table 2:	03-16; 03-17;	<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>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>

		03-18; 09-08;		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.
		09-09; 09-10; 37-07; 37-08; 38-03; 38-05	Identifies the following apparatus within the vicinity of the proposed works: <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. 	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, 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.
	Special Category Table 2:	03-16; 03-17; 03-18; 09-08; 09-09; 09-10;	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.	NGVL does not intend to, nor will it have any power under the Order to, extinguish Cadent's existing rights or interfere with the exercise of Cadent'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. 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>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>	<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>
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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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			<p>New service should not be laid parallel within an easement strip.</p> <p>Cadent Rep. shall approve and supervise any new service crossing.</p> <p>An exposed pipeline should be protected by matting and suitable timber cladding.</p> <p>For pipe construction involving deep excavation (>1.5m) in the vicinity of grey iron mains, the model consultative procedure will apply, and an integrity assessment must be conducted to confirm if diversion is required.</p>	
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OBJ5	National Grid Electricity Transmission plc ("NGET") National Grid Gas plc ("NGG")	Table 1: 41-01; 41-02; 41-03; 41-04; 41-21; 41-22 Table 2: 36-15; 37-01; 37-02;	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. NGET assets affected by the proposed Order are: <ul style="list-style-type: none"> • Bicker Fen 400kV Substation • 42XM Over Head Line (400kV route) NGG assets affected: Feeder 7 High Pressure Gas Pipeline (Hatton to Gosberton).	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>NGET owns land included in the Order, namely Plots 41-03, 41-04, 41-21 and 41-22 at the existing Bicker Fen Substation (over which NGVL seeks rights to install, operate, maintain and protect electrical cables) and Plots 41-01 and 41-02 (over which NGVL seeks rights of access). NGET has agreed Heads of Terms with NGVL for the voluntary acquisition of these rights and negotiations to conclude the documentation are progressing well. It is understood that completion of the agreement pursuant to the agreed Heads of Terms will address NGET's concerns and will enable it to withdraw its objection.</p>
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		<p>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.</p> <p>Ground levels above their cables must not be altered in anyway, without consulting NG first.</p> <p>Cables Crossing:</p> <p>Cables may cross the pipeline at perpendicular angle to the pipeline i.e. 90 degrees</p> <p>A NG representative shall supervise any crossing of a pipeline</p> <p>Clearance must be at least 600mm above or below the pipeline</p> <p>Impact protection slab should be laid between the cable and pipeline if cable crossing is above the pipeline.</p> <p>Deed of Consent is required for any cable crossing the easement.</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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		<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>	<p>NGG has the benefit of rights granted by Deed of Easement in Plots 36-15 and 37-02 (over which NGVL seeks rights to carry out land drainage works), and 37-01 (over which NGVL seeks rights to install, operate, maintain and protect electrical cables). NGVL is negotiating a crossing agreement with NGG in respect of its apparatus in this location. It is understood that completion of the agreement will address NGG's concerns and will enable it to withdraw its objection.</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.	<p>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.</p> <p>Negotiations for a crossing agreement are progressing well and NGVL is committed to completing it as soon as possible to enable TKOWFL to withdraw its objection.</p>
			<p>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.</p> <p>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.</p>	<p>The Objection Letter explains that TKOWFL are in the process of installing cables within land surrounding the existing Bicker Fen Substation ("Substation"), which is owned by National Grid Electricity Transmission Plc, pursuant to the Triton Knoll Electrical System Order 2016, and that some of that land is included in the Order (Plots 41-02, 41-03 and 41-22). NGVL seeks rights over this land for the purpose of taking access (Plot 41-02) and installing, operating, maintaining and protecting a HVDC cable connection to the existing Substation (Plots 41-03 and 41-22).</p>
			<p>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.</p> <p>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.</p>	<p>Negotiations for a crossing agreement, 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, are progressing well, and NGVL is committed to completing it as soon as possible to enable TKOWFL to withdraw its objection.</p>
OBJ7	Witham Fourth District Drainage	Table 1: 28-25;	The Board is a public body that derives its powers under the Land Drainage Act 1991 ("1991 Act").	Heads of Terms were signed by the Board on the 10 th of April 2019, which NGVL considers address the concerns raised in the Board's objection letter. NGVL wrote to the Board on the 24 th of April

	Board (“the Board”)	29-01; 29-02; 29-03; 29-15; 30-01; Table 2: 28-27; 28-28; 28-29	<p>The Board raises no objection to the purposes of the CPO, however would like to see amendments to minimise the impact of the scheme on the Boards statutory duty and the exercise of its powers.</p> <p>Letter lists a number of statutory powers on matters relating to drainage of land within their land within their district.</p> <p>Board has a statutory duty under s1(2) of the 1991 Act to exercise a general supervision on all matters relating to the drainage of land within their district and the 1991 Act confers the Board a number of powers to perform its duties. Includes the power to maintain existing works, carry out improvements and construct new works.</p> <p>The Board has been provided with a reassurance (by of MoU entered into during the planning application process) as to minimum depth the cables will be laid below the hard bed level of watercourse, but NGVL have not addressed the following concerns:</p> <ul style="list-style-type: none"> • Consent & Enforcement-arrangements for applying to the Board for consent to various activities and approval of new or changes to existing land drainage schemes • Arrangements for rectifying problems where NGVL are in breach of conditions 	requesting confirmation as to the basis on which the Board’s objection is maintained, if at all. A response is awaited.
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			<ul style="list-style-type: none"> The restrictions that the CPO will place on the Board's statutory duty and powers A workable consent regime for the abstraction/discharge of water into watercourse, bearing in mind the Board's available resources. 	
OBJ8	Black Sluice Internal Drainage Board ("the Board")	Table 1: 34-07	The Board is a public body that derives its powers under the Land Drainage Act 1991 ("1991 Act").	The Board does not have any interests in the Order land and the majority of the points raised in the objection letter go to the consents for the carrying out of the construction works, for which planning permission has already been obtained. They do not go to the question of whether the land and rights in the Order that will facilitate those works should be authorised for compulsory acquisition. Notwithstanding that, NGVL responds to the concerns raised below.
		Table 2: 33-23; 33-24; 33-25; 34-01;	The Board raises no objection to the purposes of the CPO, however would like to see amendments to minimise the impact of the scheme on the Boards statutory duty and the exercise of its powers. Letter lists a number of statutory powers on matters relating to drainage of land within their land within their district.	
		34-05; 34-06; 34-08; 36-11; 36-12; 36-13; 36-14	The letter from Black Sluice is identical to the letter from Witham District Drainage Board (OBJ#) with the regards to the MoU provided by NGVL during the planning application process and concerns that need to be addressed regarding: <ul style="list-style-type: none"> consenting and enforcement; 	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. NGVL has already secured planning permission for the Viking Link Project. NGVL has provided the Board with reassurance as to the minimum depths to which the cables will be laid below the hard bed level of the watercourses by way of a Memorandum of Understanding ("MOU"), as acknowledged in paragraph 7 of the objection letter. This confirms that NGVL will install electrical cables to a minimum depth of 2m beneath the hard bed level of all ordinary watercourses (as defined in the MOU), plus a 500mm clearance from live services (giving a 2.5m total depth of cover), unless, in the case of non-Internal Drainage Board maintained ordinary watercourses only, agreement is reached with the Board, to reduce the installation depth

				<p>to a minimum of 1m beneath the hard bed level plus a 500mm cable clearance (giving a 1.5m total depth of cover).</p> <p>As a responsible undertaker NGVL will comply with the requirements of the Board's byelaws in carrying out these activities (as applicable), and will liaise with the Board regarding the most appropriate and efficient means of obtaining the Board's prior consent where it is required.</p>
			<ul style="list-style-type: none"> • arrangements for rectifying problems when NGVL are in breach of conditions; 	<p>It is not clear what is meant by this. If there is any breach of the planning conditions, this will be a matter for the relevant local planning authority to enforce if appropriate and expedient to do so.</p>
			<ul style="list-style-type: none"> • restrictions the CPO will place on the Board's statutory duty and powers; 	<p>With regard to concerns about the interaction between the Board's statutory powers and duties, and the rights NGVL is seeking in the Order, the Order has been made under the Electricity Act 1989. It contains powers only to acquire land and rights over land. Planning permission to carry out the works has been obtained separately. The Order is not a Development Consent Order pursuant to the Planning Act 2008. Development Consent Orders have a much broader scope, and may for example include development consent to carry out works, the power to compulsorily land, and the power to modify legislative provisions. However, the Order does not (and cannot) dis-apply or modify the statutory powers of the Board in any way. The Board will still be able to continue to exercise its statutory powers in accordance with the 1991 Act and the byelaws, subject to the usual processes and restrictions therein that govern the use of those powers by the Board.</p>
			<ul style="list-style-type: none"> • a workable consenting regime for the abstraction/discharge of water into watercourse. 	<p>This is a planning matter, and does not go to the question of whether or not NGVL should be able to compulsorily acquire the land and rights required for the project. As explained above, planning permission has already been secured for the Viking Link Project. As a responsible undertaker NGVL will comply with the requirements of the Board's byelaws in carrying out these activities (as applicable), and will liaise with the Board regarding the most appropriate and efficient means of obtaining the Board's prior consent where it is required.</p>

			<p>The letter also asks that the SoS require NGVL to engage with the Board as a matter of public interest and for the matters of concern to be properly addressed by NGVL to the satisfaction of the Board in a legally binding manner before the CPO is granted.</p>	<p>In light of the MOU, the requirement for NGVL to comply with the Board's byelaws, and the existing planning controls, NGVL does not consider it necessary for any further agreement to be entered in to.</p>
OBJ9	<p>Lindsey Marsh Drainage Board</p> <p>("the Board")</p>		<p>The Board is a public body that derives its powers under the Land Drainage Act 1991 ("1991 Act").</p> <p>The Board raises no objection to the purposes of the CPO, however would like to see amendments to minimise the impact of the scheme on the Boards statutory duty and the exercise of its powers.</p> <p>The letter from Lindsey Marsh is identical to the letter from Witham District Drainage Board (OBJ7) and Black Sluice (OBJ8) with the regards to the MoU provided by NGVL during the planning application process and concerns that need to be addressed regarding: consenting and enforcement; arrangements for rectifying problems when NGVL are in breach of conditions; restrictions the CPO will place on the Board's statutory duty and powers; and a workable consenting regime for the abstraction/discharge of water into watercourse.</p> <p>Letter also asks that the SoS require NGVL to engage with the Board as a matter of public interest and for the matters of concern to be property addressed by NGVL to the satisfaction of the Board in a legally binding manner before the CPO is granted.</p>	<p>Lindsey Marsh Drainage Board does not have any interest in the Order land and its grounds of objection are the same as those raised by Black Sluice Internal Drainage Board. NGVL's responses to the concerns raised by Black Sluice Internal Drainage Board therefore apply equally.</p>

OBJ10	Anglian Water ("AW")	Table 2:	Submits the following comments as water and sewerage undertaker for the Viking Link Interconnector Project.	NGVL notes that AW does not own any Order Land and its letter does not disclose any objection to the Order but sets out a number of comments/representations on the anticipated interaction between its apparatus and the Viking Link Interconnector, for which NGVL is grateful. NGVL's comments on AW's representations are below.
		01-20; 01-22;		
		01-23; 16-05; 16-07; 16-08; 16-09; 17-04; 17-07; 21-01; 21-03;	<p>Rights Packages:</p> <p>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 infrastructure. Requests clarity on this point.</p>	<p>NGVL is taking a proportionate approach to land acquisition, and to ensure that the Order Land will not be overburdened, NGVL has prepared a series of tailored land rights packages for specific circumstances and purposes and applied them to land only where they are necessary for the construction, operation, maintenance or protection of the Project (as appropriate).</p> <p>Each package of rights has been carefully drafted to make clear and limit the purposes for which the rights may be exercised. The Cable Construction Rights" (land coloured blue) and "Construction Compound Rights" (land coloured green) are temporary in nature and may only be used for the purposes of the construction of the Project.</p> <p>Once the construction phase has finished, these rights will be 'spent'. They will not apply to decommissioning.</p>
21-04; 21-06; 21-07; 21-09; 21-29; 21-31;	<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>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>		

		21-33; 21-34; 21-35; 31-13; 33-09;	Proposed rights as drafted do not include specific legal protection for AW's existing assets.	NGVL notes the concerns raised about protection for AW's assets and how AW would continue to access, maintain and operate existing assets during construction of the Project in particular. NGVL does not intend to, nor will it have any power under the Order to, extinguish AW's existing rights or interfere with the exercise of AW'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.
		33-10; 33-11; 34-05; 34-08	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.	NGVL is willing to enter in to a crossing agreement with AW to 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 AW's existing apparatus or rights of access to that apparatus.
		Special Category applies to all Plot interests	Rights relating to discharge of water: 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 this were to change, AW wants to be re-consulted on the proposed rights.	There are three drainage boards with responsibility for the management of watercourses within the Order Land, namely, Witham Fourth Internal Drainage Board, Black Sluice Internal Drainage Board, and Lindsey Marsh Drainage Board ("IDBs"). NGVL has been liaising closely with the IDBs and as a responsible undertaker will comply with the requirements of the IDBs' byelaws in constructing, operating and maintaining the project (as applicable), and will liaise with them regarding the most appropriate and efficient means of obtaining their prior consent where it is required. As explained above, Heads of Terms have now been agreed for the acquisition of rights over land belonging to Witham Fourth IDB.
			Welcomes further discussions with Eversheds regarding points raised in letter.	NGVL is also liaising with the Environment Agency as appropriate.
OBJ11	H.A. Stanley & Son Farmers	Table 1: 40-08;	OBJ do not oppose the project but feel they are not being treated fairly and their farming business and agriculture land will be left in a worse state after the scheme is completed.	NGVL has consulted and engaged with Mr and Ms Stanley during the evolution of the project, and has sought to take in to account their concerns about the potential impacts on their farming business. A number of mitigation measures are to be put in place. These are detailed in section 10 of the Statement of Case.

		<p>40-09; 40-10; 40-11; 40-12; 40-13; 40-14; 40-15; 40-16; 40-17; 40-18; 40-19; 40-20; 40-21; 41-06;</p>	<p>Even though OBJ have had three years of hassle and stress from NGVL which at times has made them contemplate selling up, they have still not objected to the scheme. OBJ just want NGVL to be open about what they propose on the land and they refuse to give post-construction plans for, and commit to off easement drainage.</p> <p>Letter lists a number of concerns, including:</p> <p>Letter from NGVL dated 01.02.2018 confirming NGVL would provide entire drainage plans for the AC cable route. There is one field for which NGVL refuse to provide plans, as they are to be discussed with a contractor in advance of site work. OBJ feels it is unfair to expect them to agree to this without a plan for future drainage.</p>	<p>Until NGVL is allowed access on to the Stanleys' land to carry out surveys to confirm the position and condition of existing drains and in the absence of a detailed design of the cable installation, NGVL is unable to confirm precisely how the Stanleys' drains will be affected and cannot therefore provide finalised drainage design plans.</p> <p>Please see response below regarding 'off-easement' drainage.</p> <p>More specifically, the field referred to in paragraph 1. of the objection letter is a single field along the proposed HVAC cable corridor (Order plots 42-23/24/25) which sits between the proposed converter station site and a neighbouring field (Order Plots 42-21/22/27/28) owned by Mr Wray ("Field").</p> <p>NGVL proposes to install HVAC cables in this Field using a trenchless installation method known as horizontal directional drilling (HDD). Based on the currently available information, it is not expected that there will be any impact on the existing drains from the HDD. NGVL also proposes to install a haul road across this field; the location and design of this will be confirmed in due course and any potential impacts on drainage will be resolved within the Order Land.</p> <p>It order to prepare conceptual drainage design plans for this Field, NGVL also needs access to it, to carry out soil, topographical and drainage surveys to confirm the position and condition of the existing drains. Mr and Ms Stanley have refused to grant NGVL access to this Field to date, despite repeated requests.</p> <p>We interpret the reference to 'off-easement' drainage as a reference to the carrying out of drainage works on land which is not within the cable construction working area, which is contained within the Option Area or the equivalent area of land subject to 'Cable Construction Rights' in the Order (which is shown coloured blue on the Order Maps).</p> <p>While NGVL anticipates that reasonable and appropriate drainage solutions can be achieved within the cable easement Option Area (or the equivalent area of land subject to 'Cable Construction Rights' in the Order) NGVL needs to ensure that, in the event that it cannot, it</p>
		<p>41-08; 41-09; 41-10; 41-11; 41-12;</p>	<p>NGVL refuse to commit to off easement drainage, and OBJ will have no way of jetting severed drains without digging down into each individual drain, a costly and impractical solution. OBJ has provided NGVL with detailed independent reports on why OBJ has to jet their land drains, which could easily be solved with easement drainage.</p>	<p>We interpret the reference to 'off-easement' drainage as a reference to the carrying out of drainage works on land which is not within the cable construction working area, which is contained within the Option Area or the equivalent area of land subject to 'Cable Construction Rights' in the Order (which is shown coloured blue on the Order Maps).</p> <p>While NGVL anticipates that reasonable and appropriate drainage solutions can be achieved within the cable easement Option Area (or the equivalent area of land subject to 'Cable Construction Rights' in the Order) NGVL needs to ensure that, in the event that it cannot, it</p>

		<p>41-13; 41-14; 41-15; 41-17; 41-18; 41-26; 41-30; 41-31;</p>		<p>has rights over any other land that may be necessary for that purpose, which is why land has been included in the Order subject to 'Drainage Only Rights'. NGVL cannot commit to a particular drainage solution at this stage, whether inside or outside of the working area, in the absence of access to carry out surveys to confirm the position and condition of the existing drains, and the absence of detailed design of the cable installation, which are needed to inform the preparation of drainage design plans.</p> <p>NGVL is willing to negotiate with landowners for rights to carry out drainage works on land out with the Option Area in the event that a reasonable and appropriate drainage solution is not achievable within it. In the event that agreement cannot be reached in these circumstances, NGVL will rely on the 'Drainage Only Rights' it has included in the Order to carry out necessary drainage works.</p>
		<p>41-32; 41-33; 41-34; 41-35; 41-40; 42-01; 42-02; 42-03; 42-02; 42-05; 42-06;</p>	<p>No maps enclosed with notice of making CPO and apparent disparity between Heads of Terms plans and CPO Maps</p>	<p>The Stanleys were served with a statutory notice ("Notice") in the prescribed form, which confirmed that the Order had been made on 15 January, and that a copy of it, and the accompanying Maps (which describe and show the location of the land included in the Order), could be inspected at a number of locations in the vicinity. The Notice was accompanied by a covering letter which reiterated where the Order and Maps could be inspected, both in person and online, and a copy of the Statement of Reasons which explains why the Order has been made and contains more detail about the project. There is no statutory requirement for NGVL to provide copies of the Order or Maps to persons served with the Notice.</p> <p>The extent of the Order Land over which rights are sought for the installation, operation, maintenance and protection of the cables, is the same as the cable easement Option Area. The Order Land also includes land over which rights are required for carrying out drainage works. This land is within the "Landowners Estate" in the Heads of Terms. The Heads of Terms seek voluntary rights over the Landowners Estate for temporary rights for construction works, which include drainage and any dewatering works.</p> <p>NGVL needs to secure a full range of rights to ensure that it can properly mitigate the potential effects of the project.</p>

		<p>42-07; 42-08; 42-09; 42-10; 42-12; 42-14; 42-15; 42-17; 42-18; 42-19; 42-20; 42-23; 42-24; 42-25; 42-26; 42-30; 42-31; 42-32</p>	<p>OBJ was promised would be compensated for loss of time and has been heavily involved with numerous meetings and endless paperwork. NGVL now advise will only compensate if OBJ sign the Heads of Terms.</p>	<p>As explained in e-mail correspondence dated 28 November 2018 and 1 January 2019, NGVL will reimburse landowners for loss of time reasonably incurred whilst working in a collaborative manner to reach agreement on Heads of Terms and thereafter on the voluntary grant of an easement, but not for time spent opposing the scheme. Claims for landowners' time should therefore be submitted once Heads of Terms have been signed and returned.</p>
OBJ12		Table 1:	Does not object to the scheme, but objects to the impacts on their farming business,	NGVL has consulted and engaged with Messers Benjamin during the evolution of the project, and has sought to take in to account their concerns about the potential impacts on their farming business. A

P & Benjamin Gauntlet House Farm	N	41-21;	that minor adjustments by NGVL/Dalcour Maclaren would solve.	number of mitigation measures are to be put in place. These are detailed in section 10 of the Statement of Case.
		41-23;	3 Issues identified in objection letter: <ul style="list-style-type: none"> Off easement drainage once the scheme has been completed. Proposal to lay cables will sever existing drainage. NGVL have stated that they will not commit to installing new drainage that would enable the jetting of said drains. This is at odds with their statement in their HoT. If additional drains are not installed this will making "jetting" of existing drains costly and impractical. To enable this, holes would need to be excavated and this would costly for the OBJ and for the future. Also refers to para 7.31 of the "Compulsory Purchase Document" (SoR?) that the cables once laid would pose a danger and that suitable and enforcement restrictions are put in place. This would also pose problems should excavation be needed with jetting of drains. 	We interpret the reference to 'off-easement' drainage as a reference to the carrying out of drainage works on land which is not within the cable construction working area, which is contained within the Option Area or the equivalent area of land subject to 'Cable Construction Rights' in the Order (which is shown coloured blue on the Order Maps).
		41-24;		While NGVL anticipates that reasonable and appropriate drainage solutions can be achieved within the cable easement Option Area (or the equivalent area of land subject to 'Cable Construction Rights' in the Order) NGVL needs to ensure that, in the event that it cannot, it has rights over any other land that may be necessary for that purpose, which is why land has been included in the Order subject to 'Drainage Only Rights'. NGVL cannot commit to a particular drainage solution at this stage, whether inside or outside of the working area, in the absence of access to carry out surveys to confirm the position and condition of the existing drains, and the absence of detailed design of the cable installation, which are needed to inform the preparation of drainage design plans.
41-25;	<ul style="list-style-type: none"> Had previously come to an agreement with NGVL for a supplementary feeding system on land that is permanent pasture. OBJ signed HoT's, yet this was later refused by NGVL. Payment terms were removed from the OBJ 	NGVL is willing to negotiate with landowners for rights to carry out drainage works on land out with the Option Area in the event that a reasonable and appropriate drainage solution is not achievable within it. In the event that agreement cannot be reached in these circumstances, NGVL will rely on the 'Drainage Only Rights' it has included in the Order to carry out necessary drainage works.		
41-26;		NGVL acknowledge that the route of the proposed HVAC cable cuts through the only grassland currently available for the objectors' livestock. The effect of this may require additional grassland being converted from arable use or alternative supplemental feeding for the livestock.		
41-27;		NGVL is continuing to discuss the supplementary feeding and cropping arrangements and has advised that additional requirements have been negotiated and included in a revised set of Heads of Terms		
41-28;				
41-29;				
41-31;				
41-32;				
41-34;				
41-36				

			<p>twice arbitrarily and not reinstated within the specified schedule.</p> <ul style="list-style-type: none"> Complaints about not being recompensed for time. Dalcour Maclaren informed OBJ that this would be paid subject to signing of HoT agreement (15.11.2018) and their approval of such costs. No payment has been received to date. 	<p>("HoTs") issued, which go over and above the arrangements originally agreed. At no point have any proposed payment terms been removed/withdrawn. At present the incentivised land values offered in the HoTs remain available for acceptance.</p> <p>The signed HoTs returned to NGVL were altered without agreement and so are at this present time invalid. NGVL will reimburse landowners for loss of time reasonably incurred whilst working in a collaborative manner to reach agreement on Heads of Terms and thereafter on the voluntary grant of an easement, but not for time spent opposing the scheme. Claims for landowners' time should therefore be submitted once agreed HoTs have been signed and returned.</p>
			<p>Also comments that the Personal Notice of Making pack did not contain a schedule showing the ownership, extent or description of the land or maps relating.</p>	<p>The Benjamins' were served with a statutory notice ("Notice") in the prescribed form, which confirmed that the Order had been made on 15 January, and that a copy of it, and the accompanying Maps (which describe and show the location of the land included in the Order), could be inspected at a number of locations in the vicinity. The Notice was accompanied by a covering letter which reiterated where the Order and Maps could be inspected, both in person and online, and a copy of the Statement of Reasons which explains why the Order has been made and contains more detail about the project. There is no statutory requirement for NGVL to provide copies of the Order or Maps to persons served with the Notice.</p>