

Kathryn Nolin

From: Tudor, Sarah <[REDACTED]>
Sent: 04 December 2023 11:31
To: Robert Garden; Kathryn Nolin; Robin Hutchison
Cc: Waterfield, Stephen
Subject: [EXTERNAL] Response to NGET (SEGL 1) CPO - Statutory Compensation note and Proposed Modifications to the Order

Categories: External Emails

Good Morning

Please find a response from the agent representing the Snowden family.

Kind Regards

Sarah

Dear Stephen,

Thank you for sending these through. I have spoken to our clients (Snowdon Family) and we have the following comments. Please note these are only in so far as they affect our client's land.

Modifications to the Order

- Addition in Electricity Infrastructure Construction Rights of 'during the construction period' is accepted as it gives more clarity.
- Addition in Construction Compound Rights to include 'during the construction period' is accepted. The construction compound rights should be limited to the period of using the compound only, this provides more clarity.
- Addition in HVDC Rights and Landfall Rights to place restrictions on use or land surface that would only interfere with the exercise of the rights is accepted.
- Addition in Temporary Access Rights of 'during the construction period' is accepted as this limits the period that temporary rights are available for. Otherwise there is no defined end to the temporary rights period.
- The HVDC rights in red that mention 0.9m is not accepted for reasons previously stated. It is noted that plot 1-07 was thought to be in our clients' title but it is not, therefore the comments on depth for this parcel are for NGET to discuss with the council. If the council were to agree to a lesser depth under the road, the depth would only decrease once past the boundary of the adjoining parcels and into parcel 1-07. This is a smaller two lane road and whether this is achievable or worth doing over such as narrow section would be for their discussion.
- The good industry practise will need to be specified and ensure that it is suitable for agricultural land. There will be different requirements for brown field and agricultural land so there is concern of a one size fits all approach. From our discussions on the voluntary heads of terms we believe this is ENA G57 2019 Cable Laying on Agricultural Land, but this needs to be specified. However, this specifies 0.9m to the protective tile so inclusion of this should not be used as a way to agree this depth. It also does not specify that topsoil and subsoil should be store separately and returned in the correct order, so this would need to be agreed too. In summary, the guidance referred to needs to be named, reviewed and agreed with both parties.

Unilateral Undertaking

- This is good to see and that the terms are the same as those contained in the voluntary HOT's.

Compensation Note

- Is there an ability to claim should the project exceed 6 years from the GVD (or NNT if chosen)?
- Damage to drainage may not be evidence for some years dependent on weather conditions (i.e. dry conditions). Would the landowner be able to claim following the 6 years, or if damage was repaired but was still suffering issues at the same place following the 6 years, would they be able to claim? Sometimes it can take several investigations to fully repair a damaged drain especially as it can be a full year until you will know whether the repair has been successful.
- If the cable is laid at 0.9m and drainage needed to be repaired below the cable, no local drainage contractor's insurance would cover their working on this meaning larger contractors would need to be bought in at increased cost. Likewise, if the landowner carries out their own drainage repairs to avoid unnecessary cost, then this would not be possible around the cable. There needs to be an ability for the landowner to pass the costs of drainage repair, which will be significantly more than normal, to NGET at any point in the future. A 6 year limit of this would not be acceptable.

While I don't mean to revisit our previously made representations for cable depth, I hope these comments are seen as constructive in the context of the documents.

Please let me know if the inspector needs to discuss any of the points in more detail or I have not been clear.

Kind regards,

Jenn

Jenn Neill MRICS FAAV | **Rural Associate**

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