
Core Document
CD2.12

Robert Tranter
MHH Contracting Limited
Prospect Farm
Junction of Kirk Edge Road and Burnt Hill Lane
High Bradfield
Sheffield
S6 6LJ

08 March 2024

Ref: OBJ8

Your Ref: RIT/CST/NGRID

Dear Robert

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH
275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023
LAND AT CARLISLE STREET EAST, SHEFFIELD
PLOTS: 1-02, 1-03, 1-04 & 1-05**

We write in response to your letter of objection submitted on 05 January 2024 in relation to the above compulsory purchase order (CPO).

Thank you for taking the time to meet with us on Thursday 25th January 2024 to discuss the project in more detail and highlight the issues that need to be addressed to minimise disturbance to MHH's activities at the Carlisle Street site while the new cables are being installed. We will continue to liaise with you separately regarding these elements of the project, but we wanted to take the opportunity at this stage to respond to the points raised in your letter.

We note that you do not disagree with the purpose of the CPO and raise a number of points regarding consideration of alternative options for the cable route and the manner of implementation. We hope this response will help resolve some of these concerns and we remain hopeful that you can agree to the necessary rights for the project being granted voluntarily.

Project Information

We can confirm that the CPO was made on the 23rd November 2023. Apologies if there was an issue with the information you were able to view on the project website, but we can confirm that the dated CPO documents are available in that location. If you would like copies of any of the documentation to be sent directly then we would be happy to do so.

You are correct that the Statement of Reasons is dated 24th November 2023. This document details the case for the new cables. In particular, National Grid's duty under section 9 of the Electricity Act 1989 which is in place to protect the wider public interest.

Proposed Cable Route

Our proposal is to locate the cable in largely the same location as where the existing cables are currently situated, with the new cables being installed after the existing cables are decommissioned. The proposal is however to vary the route slightly to run straight out to Carlisle Street along the route of the footpath and former highway in order to remove the section that currently runs out across your site entrance and under

the wheel wash area. This should reduce the potential for future interference with the operations of your site.

The other cables that run through MHH's land to the north (towards Petre Street) will be decommissioned and left in situ once the new cables have been installed and are in operation, with no new cables being proposed in that location.

We have prepared and enclose a plan to show the location of the existing cables and the likely location of the proposed cable route within the CPO plots on MHH's land. Hopefully having the cable routes overlaid on this plan allows you to better understand the extent of the cables and the rights required.

However, please note that the route of the new cables should be considered as being indicative only at this stage, as the detailed design work has not yet been completed. The in-line replacement of the cables offers particular engineering challenges, as does the presence of Northern PowerGrid's high voltage cables within close proximity at the same location. For this reason the engineers are still considering the precise routing of the new cables and they may vary from what is shown on the plan albeit will be contained within the boundaries of the CPO plots.

Alternative Location for the Cables

The route for the replacement cables has been given a considerable amount of attention, starting with an initial review by National Grid when the project was first proposed and continuing with recent investigations and the ongoing design process with the appointed contractor. The intention to locate the replacement cable in a similar location to the existing cable has been reached for a range of reasons such as constructability and the presence of other utility equipment.

With regards to the two specific alternatives that you suggested in your letter, these have both been considered and we can provide the following feedback:

- Via Carlisle Court – This has been considered and discounted as a technically feasible option due to the presence of the existing significant retaining wall between the substation and Carlisle Street. If this route was chosen it would require the installation of the cables at significant depth under that part of the retaining wall with also a significant risk of potential impact to the retaining wall. This option would still require work in MHH's land to decommission the cables and would also have impacts on the other users of the land at Carlisle Court.
- Via Garter Street – This has been considered and is a sub-optimal solution as the existing access road, which is unadopted, contains both National Grid and Northern PowerGrid services limiting the available space for installation. Within the substation, the access to the operational land is also limited by the existing Northern PowerGrid building and would require unacceptably tight bends on the cables to access around the existing infrastructure. Additionally, from an operational perspective the site only has one entry and exit and any restrictions imposed by these works could introduce safety and operational risk to the site and supplies. As with the above option, this would still require work in MHH's land to decommission the current cables.

Despite the concerns highlighted above, we have however retained an alternative option to utilise the land at Garter Street should there be any unavoidable engineering issues on the preferred route through MHH's land, such as may be identified during the ground investigation surveys for the project. This alternative route is currently not the preferred route option for the cable.

I hope that the above adequately answers each of the points that you have raised in your objection letter. However, if you need any additional information or would like clarification on any of the points raised, then we would be happy to discuss this further.

In particular, we would appreciate if you can confirm if the responses provided above are sufficient to allow you to withdraw your objection to the CPO. Please let us know if you require any further information to be able to withdraw the objection.

Yours sincerely,



Neal Salomon

Consultant Land Officer
Bell Ingram on behalf of National Grid
Encs.

Extent of Rights Required

Your comments are noted regarding the extent of the rights included within the CPO relative to the existing easement rights.

We do not consider that the rights in the CPO considerably exceed those existing rights and the ones included are necessary for the installation of the proposed cables as well as decommissioning of extant cables.

The extent of the plots in the CPO includes all land expected to be required for permanent rights for the new cables, temporary construction rights and rights to decommission the existing cables. The existing easement in this location already provides National Grid with permanent rights to retain the cables in the land and would also allow National Grid to occupy additional temporary working space as required for any maintenance, repair or decommissioning.

Disruption to the use of the land

Our discussion on site recently was very useful and it is accepted that the location where the cables are proposed to be installed is part of a critical access for MHH to the site. It is National Grid's intention to continue to work with you to manage the interaction of the project with MHH's operations and to minimise any disturbance caused.

A key part of this will be to investigate the options to manage MHH vehicles entering the site. We are reviewing the proposed costings provided for MHH to install a temporary haul road and will respond to you separately regarding this. We will need to arrange for our contractor to verify the costs and I will contact you if we need any additional information as part of this process.

Due to the significant costs associated with the temporary haul road, we will also continue to consider any alternative opportunities to manage the vehicle movements during our works. You advised on site that you are restricted from utilising the alternative site access/egress point to Ruthin Street and one option we would like to explore with the local authority would be to seek an agreement for them to lift this restriction to avoid the need for such an extensive temporary road construction.

If we can reach agreement on the haul road or any alternative vehicle management solution, we would hope that your concerns about the impact on the business can be alleviated.

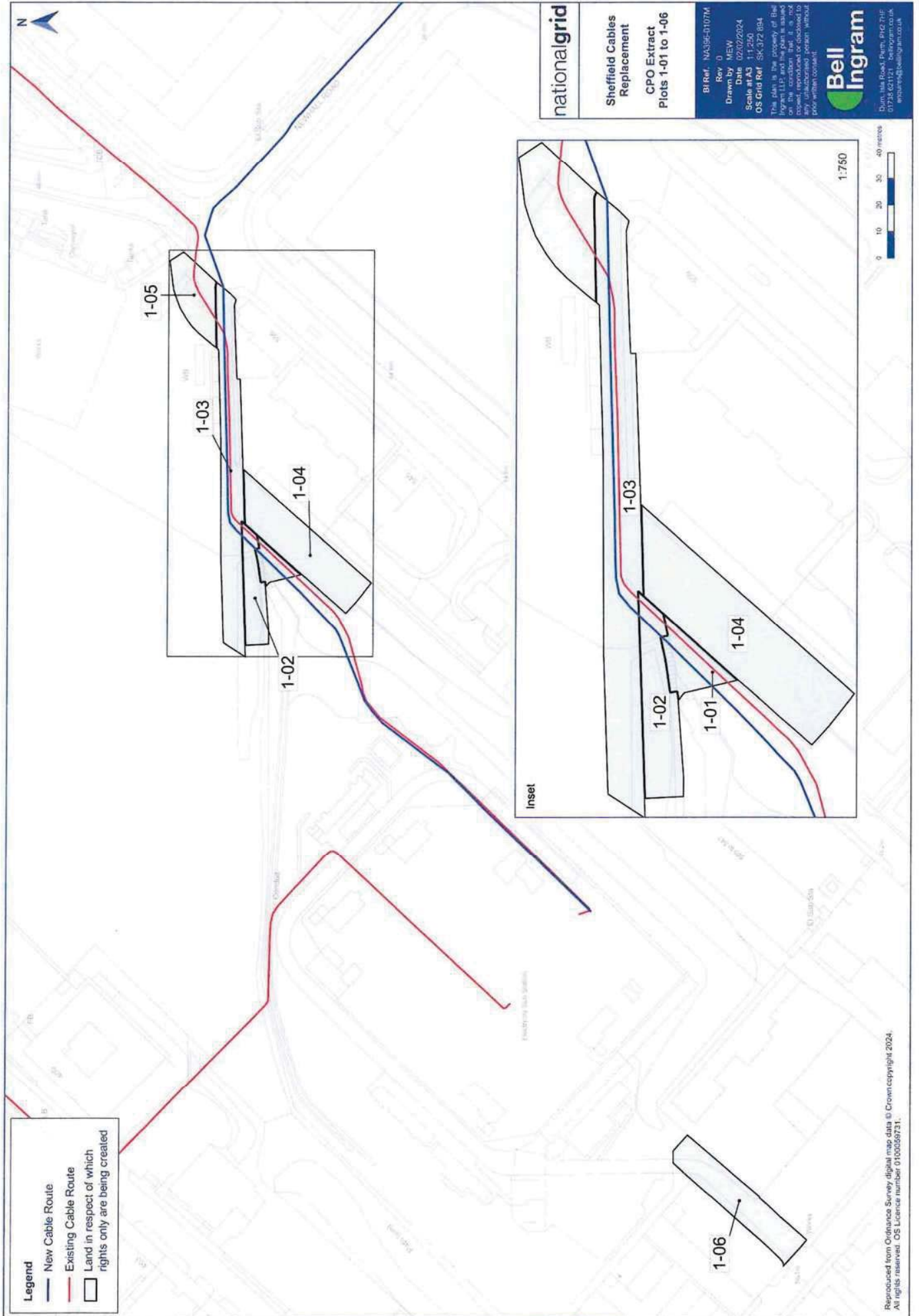
Manner of Implementation of the CPO

It is our opinion that the rights sought within the CPO are reasonable and that the implementation of the CPO has followed the correct procedures.

Variation to the Existing Easement

We remain committed to negotiating voluntary rights for the project where possible. We have previously issued proposed terms for an option to vary the existing easement and I enclose copies of those terms with the hope that you can consider them further.

Briefly, the terms will allow National Grid to enter onto the land to install the replacement cable and decommission the existing cable. We would then vary the easement to reflect the new location of the cables once the specific as-built location has been confirmed.



Version: 2
Date of Issue: 20/04/2023

Deed of Variation to change the plan attached to an existing agreement in respect of an agreement to lay electric cables at Scott Street, Sheffield.

Confidential and Subject to Contract

1	Date	20/04/2023
2	Grantor(s)	MHH Contracting Ltd, Prospect Farm, Kirk Edge Road, High Bradfield, Sheffield, S6 6LS
3	Grantee	National Grid Electricity Transmission plc, 1-3 Strand, London WC2N 5EH ("NGET")
6	Grantor's Agent	TBC
7	Grantor's Solicitor	TBC
4	Grantor's Land	Land at Scott Street, Sheffield
5	Existing Agreement	Agreement relating to land at Scott Street, Sheffield dated 16 th January 2019 between (1) MHH Contracting Limited and (2) National Grid Electricity Transmission plc registered against title number SYK706.
8	Plan	Drawing Ref: NA396/0107M/NG/EAP/1003 attached to these Heads of Terms.
9	Payment	£1,000 (one thousand pounds) Consideration payable in two instalments as set out below: <ul style="list-style-type: none"> • £500 upon completion of the Option Agreement • £500 upon completion of the Deed of Variation
10	Key terms in the Deed of Variation	The Grantor and the Grantee agree to vary the Existing Agreement as follows: <ol style="list-style-type: none"> (1) The Plans 1 & 2 annexed to the Existing Agreement shall be replaced with updated Easement & Access Plans. (2) The depth at which the equipment authorised by the Existing Agreement shall be laid shall be varied to a depth which is suitable to maintain and protect National Grid's assets, whilst not interfering with the Grantor's assets or use. (3) Ability to amend the Schedule and Definitions to reflect any changes as a result of the works and any decommissioned assets.

Version: 2
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11	Option	The grant of the Deed of Variation will be preceded by the grant of an Option which will allow the Grantee to call for the completion of the Deed of Variation within 5 years of the date of completion of the Option.
12	Option Area	All land shaded blue on The Plan required for the temporary construction activities including essential working space.
13	Key terms in the Option	<p>The Grantor and the Grantee agree to the following key terms:</p> <ol style="list-style-type: none"> (1) The Grantee shall have the option to complete the Deed of Variation. (2) The Option shall be exercised by the service of a notice of entry for construction within the Option Period. (3) The Option will contain rights to enter the Grantor's Land for the purposes of construction and associated works and to carry out all works required by the Grantee to construct lay render operational and use the Cable Equipment including without limitation ancillary works of excavation, construction of temporary access roads, to make safe and good any retaining walls or structures, resurfacing, protecting, testing and drainage works including any de-watering works until completion of the Deed of Variation. (4) Completion of the Deed of Variation will take place once the infrastructure has been constructed and the as built plans showing the route of the cable are available. (5) The Option contains an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Variation. This is to ensure that the variation is completed. (6) The Option will contain some obligations on the Grantor in relation to the Option Area. During the Option Period the Grantor is not to carry out activities within the Option Area that may prejudice or interfere with the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing agricultural use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology and any other work which would constitute development of the land forming the Option Area. (7) The Grantor will not make any objection in respect of any planning application or Compulsory Purchase Order application which is submitted by the Grantee, and will use all reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission. (8) In the event of a disposal of the Grantor's Land the Grantor will grant the Grantee a deed of covenant in the form attached to the Option Agreement. This obligation will be protected by a restriction on the register of title of the Grantor's Land or as a land charge.

Version: 2
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		(9) The Option will contain a licence for the Grantee on prior notice to enter the Grantor's Land for the purposes of undertaking reasonable surveys and measures.
14	Compensation	The Grantee will be responsible for compensating the Grantor in accordance with the provisions of the Electricity Act 1989, for all reasonable disturbance and costs incurred as a direct result of the project. This will include time incurred clearing part of the site at National Grid's request or costs associated with constructing a temporary haul road.
15	Grantor's Professional costs	On exchange of the Option, the Grantee shall pay to the Grantor the Grantor's reasonable and proper professional fees in accordance with National Grid's "Payment of Surveyors Fees" document.
16	Grantor's Solicitors costs	On exchange of the Option, the Grantee shall pay to the Grantor the Grantor's reasonable and proper legal fees in relation to the negotiation and exchange of the Option and Deed of Variation.

Signed

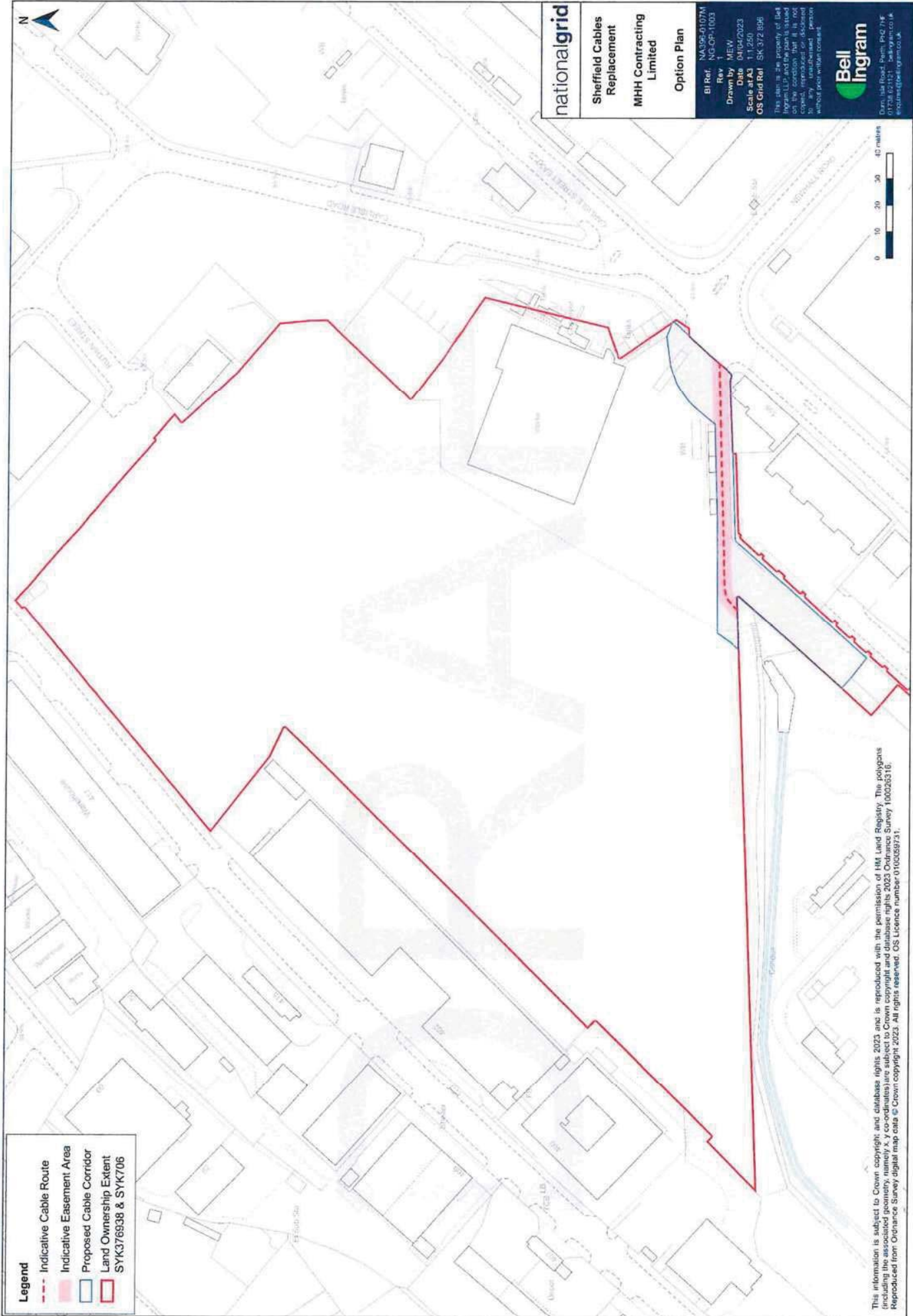
Date:

For and behalf of Grantor

Signed

Date:

For and behalf of Grantee



nationalgrid
 Sheffield Cables
 Replacement
 MHH Contracting
 Limited
 Option Plan

BI Ref: NAS064107M
 NG-OP-1003
 Rev 1
 Drawn by: MEW
 Date: 04/04/2023
 Scale at A3: 1:1,250
 OS Grid Ref: SK 372 896

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Legend

- Indicative Cable Route
- Indicative Easement Area
- Proposed Cable Corridor
- Land Ownership Extent
 SYK376938 & SYK706

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Robert Tranter
MHH Contracting Limited
Prospect Farm
Junction of Kirk Edge Road and Burnt Hill Lane
High Bradfield
Sheffield
S6 6LJ

By Email

13 June 2024

Ref: OBJ8

Your Ref: RIT/CST/NGRID

Dear Robert

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH
275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023
LAND AT CARLISLE STREET EAST, SHEFFIELD
PLOTS: 1-02, 1-03, 1-04 & 1-05**

I write further to our letter dated 08 March 2024 in response to your letter of objection to the above compulsory purchase order (CPO).

Following our various meetings and discussions over the intervening period, I understand that we have been able to resolve your concerns regarding the project. In particular, I am pleased that we have been able to reach an agreement on the proposed temporary haul road to ensure you are able to maintain operations on site during the works.

I understand that Womble Bond Dickinson (acting on behalf of National Grid) have been in contact with Sophie at Browne Jacobson and they are actively engaged in discussing the draft documentation for the variation of the easement. Hopefully this can complete shortly and will secure all land rights required for the project.

I wanted to use this opportunity to write in order to clarify our understanding and to ask you to let me know if there are any other matters that you believe require further attention. I am aware that you are currently busy with other activities for MHH. However, please let me know if you would like another meeting in advance of the Inquiry.

We hope that you now feel you are in a position to withdraw your objection.

Yours sincerely,



Neal Salomon

Consultant Land Officer
Bell Ingram on behalf of National Grid
Copy to Robert Couldwell, MHH