
Core Document
CD3.1



NGET/CD3.1

Public Local Inquiry into:

The National Grid Electricity Transmission Plc (Pitsmoor-Wincobank-Templeborough
275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023

The Electricity Act 1989 and The Acquisition of Land Act 1981

STATEMENT OF EVIDENCE PURSUANT TO RULE 15 OF THE COMPULSORY
PURCHASE (INQUIRIES PROCEDURE) RULES 2007

of

Neal Salomon

MRICS

On behalf of National Grid Energy Transmission PLC ("**NGET**")

On matters relating to Land Assembly and Consents and planning

18 June 2024

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1. INTRODUCTION

1.1 I, Neal Salomon, am a Partner at Bell Ingram LLP and have been instructed by National Grid Electricity Transmission PLC (**NGET**) since August 2022 to provide Land Rights support to the Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme (the "**Project**"). I have managed the Bell Ingram Land Rights team from our initial instruction on all matters including land referencing, landowner communication and liaison, securing access for surveys, negotiation of land rights and preparation of documentation for the Order, reporting to NGET's internal Lands team.

1.2 I have met or spoken with all landowners affected by the project's proposals, or their agents where relevant, and have maintained regular contact with the majority of these including with all objectors. Where other members of my team have undertaken day-to-day contact with a particular landowner, I have spoken with them and understand the current position.

1.3 This Statement of Evidence will cover the following scope of evidence:

1.3.1 Description of the land affected by the Order;

1.3.2 Planning Considerations;

1.3.3 Description of Land rights to be acquired;

1.3.4 Acquisition Strategy;

1.3.5 Progress of negotiations with landowners;

1.3.6 Consideration of objections received; and

1.3.7 Compliance with CPO guidance.

1.4 In preparing this Statement of Evidence I have had due regard of the following Statements:

1.4.1 Statement prepared by Damian Spurr - Project Need and Funding ("**CD3.3**")

1.4.2 Statement prepared by Dave Rogerson - Engineering/Route alignment ("**CD3.2**")

1.4.3 Statement prepared by Michelle Robinson – Planning Considerations ("**CD3.4**" and **Appendix 1**)

2. QUALIFICATIONS AND EXPERIENCE

2.1 I am a Member of the Royal Institution of Chartered Surveyors (RICS) and a RICS Registered Valuer with a Postgraduate Diploma in Surveying from the College of Estate Management.

2.2 I am a Partner at Bell Ingram LLP, Chartered Surveyors, based at The Blakemere Centre, Chester Road, Sandiway, Northwich, Cheshire CW8 2EB, where I have been employed since 2011. I am responsible for management of the Utilities, Infrastructure and Renewables division of

the company, including management of our framework contract with NGET and similar contracts with other utility and infrastructure companies.

- 2.3 Throughout my career, I have specialised in providing land agency services to promoters of compulsory purchase orders, and utility and infrastructure projects. Prior to working with Bell Ingram, I acted as a valuation surveyor focusing on compulsory purchase, predominantly on behalf of promoters of highway schemes where I dealt with compensation claims in respect of land to be acquired and injurious affection to retained land and property. Since joining Bell Ingram LLP, I have been responsible for providing services to utility and infrastructure company clients, securing rights for new and existing cables, pipelines and associated equipment and providing specialist valuations. I have provided, and continue to provide, services or manage contracts with all major utility companies operating across the north of England.
- 2.4 I have acted on behalf of NGET consistently since 2011 on projects across the north of England and have been involved with securing rights, settling compensation claims and undertaking landowner liaison for a range of projects, as well as having responsibility for a large number of other National Grid projects delivered by other members of our team. I therefore have a strong understanding of the ways in which NGET work, the nature of the land rights that they require and I engage with owners and occupiers to secure agreements where possible.

3. SCOPE OF EVIDENCE

- 3.1 My evidence covers all matters relating to the Land Assembly and Consents required for the Project. I will also include reference to the Planning considerations for the Project, informed by a Statement authored by Michelle Robinson of Stantec, who is a Chartered Town Planner **(CD3.4/Appendix 1)**.
- 3.2 In relation to the Land Assembly and Consents required for the Project, I will describe the strategy adopted from the commencement of the Project and initial landowner contact, I will provide details about the current status of any negotiations and provide a summary of the current status of any objections relating to Land Assembly and Consents.
- 3.3 My evidence will be set out as below:
- 3.3.1 Section 4, Description of the land affected by the Order: An overview of the nature of the land affected by the Order.
 - 3.3.2 Section 5, Planning Considerations:
 - 3.3.3 Section 6, Land and rights required: An explanation of the rights required for the Project.

- 3.3.4 Section 7, Acquisition Strategy: A description of the approach being followed to the acquisition of rights and
- 3.3.5 Section 8, Progress of negotiations with landowners: An update on the approach taken to acquire the necessary land rights for the project and the current status of negotiations, including a description of the acquisition strategy adopted.
- 3.3.6 Section 9, The Case for CPO/Compliance with CPO Guidance.
- 3.3.7 Section 10, Changes to the Order.
- 3.3.8 Section 11, Consideration of objections received: Details of the objections received with respect to land and consents.

4. DESCRIPTION OF THE LAND AFFECTED BY THE ORDER

- 4.1 The Project is predominantly located through land at the east of the City of Sheffield with a short section being located within the borough of Rotherham. This area of Sheffield and Rotherham is a traditionally industrial location, formerly and typically categorised by the presence of large steel works factories. The area remains industrial and commercial in nature, though is also now known for the Meadowhall Shopping Centre and associated leisure/shopping facilities. The current and proposed cable routes also run through residential areas albeit no permanent rights are required from residential properties just temporary occupation during the construction works.
- 4.2 The Project extends from NGET's existing substation at Pitsmoor located to the east of Sheffield City Centre eastwards via a substation at Wincobank and to a substation at Templeborough in Rotherham. The two elements of the Project, the decommissioning of the existing cable routes and the installation of the proposed cable route are described in detail in the evidence of Damian Spurr (**CD3.3**).
- 4.3 Nature of land affected by the Project
 - 4.3.1 Privately-owned land within the Order includes land of the following land use types: commercial land; landscaping/amenity land and residential property.
 - 4.3.2 Where commercial land is affected, the cables are in general located at the edges of the commercial site. This includes land owned by two objectors to the Project, being land at the material recycling site at Pitsmoor Substation owned by MHH Contracting Limited (**CD2.11**) and the car park/yard space at the steel works off Meadowhall Road owned by Forged Solutions Group Limited (**CD2.17**). The existing cables also cross the car park to an office building off Meadowhall Road.
 - 4.3.3 Some parts of the cable routes are located in land which currently has landscaping or amenity use; this includes land owned by an objector to the Project being the

landscaping area associated with the Blackburn Meadows Way Power Station, which also includes the sustainable drainage scheme for the Biomass power station owned by E.ON UK PLC (**CD2.6**). Other areas of this type of land include the areas of grassed land adjoining the Meadowhall Shopping centre car park. Land adjoining the Vantage Point Industrial estate, and a wooded/scrub area adjoining the Brinsworth steel works.

- 4.3.4 There are two residential properties temporarily affected by the Project. These are the two properties either side of the alleyway at [REDACTED]. There are no permanent cable rights required but will require some access during construction. One of these properties, [REDACTED], an objector to the Project (**CD2.9**)
- 4.3.5 The cables are also located within land which is securely fenced-off and within the operational land extent of either the railway landowners or beneath the M1 Motorway Tinsley Viaduct. The owners/operators at both of these areas of land have submitted objections to the Project: National Highways Limited (**CD2.1**) and Network Rail Infrastructure Limited (**CD2.3**).

4.4 Ownership and Occupation

- 4.4.1 The Order land is a mixture of owner-occupied freehold land and that which is subject to leases, as well as some areas of freehold land which is vacant with no current use.
- 4.4.2 The land referencing approach for this Project involved an initial desk-top review of Land Registry information. This was followed-up by contacting all identified parties including the issuing of Land Information Questionnaires and details were clarified during ongoing communication with the affected parties and site meetings to discuss the scheme proposals. I am satisfied that the land referencing approach was suitably robust to confirm of all ownership and occupation of affected land.
- 4.4.3 There are areas of unregistered land with unknown ownership in various locations. This includes land between the Pitsmoor Substation and the Material recycling yard; under and adjacent to the M1 motorway Tinsley Viaduct; at the alleyway between properties [REDACTED]; the half width of the River Don in the vicinity of the cable crossing; small areas of land between registered titles east of the river; and the access road to the Pitsmoor and Templeborough substation. In all cases, reasonable endeavours have been made to determine ownership, including service of site notices, with no owners coming forward to identify themselves, with the exception of the land adjacent to NGET's ownership at the material recycling yard. At that location we are aware that the unregistered land (along with some land in NGET's ownership) is now subject to an adverse possession claim by the adjoining landowner (MHH Contracting Limited, OBJ8; **CD2.11**).

- 4.4.4 The land beneath the motorway has particularly complex ownership and occupation. The majority of this land is fenced-off with security fencing and actively monitored by Sheffield City Council as the structure is critical national infrastructure. This land is controlled by National Highways who are responsible for operation of the motorway and strategic highway network. However, this area is held in various other ownerships and includes a number of unregistered sections.
- 4.4.5 There are no known registered owners of mines and minerals that differ from the surface owner. There are however areas of land where the mines and minerals are reserved from the surface freehold ownership. In those locations site notices have been served to attempt to determine ownership but no owners have been identified.
- 4.5 Statutory Undertaker Land
- 4.5.1 The Order land includes land owned by statutory undertakers. The extent of the land and its use in each case is set out below:
- 4.5.2 Network Rail Infrastructure Limited (“NRIL”) – The existing cables cross NRIL operational railway tracks in four locations (including tracks operated as part of the local tram network) and a length of the cables also runs along an embankment within the operational rail reserve and across the car park of Meadowhall Station. The cables also cross non-operational land under the M1 motorway. The new cables are proposed to cross under the operational NRIL bridge known as Halfpenny Bridge east of the River Don and through non-operational land under the M1 motorway.
- 4.5.3 National Highways Limited (“NH”) – The existing cables are located, and a length of new cable is proposed to be installed, beneath the M1 motorway at the Tinsley viaduct.
- 4.5.4 Canal and River Trust (“CRT”) – The existing cables are located in the tow path and cross the Sheffield and Tinsley Canal and part of the River Don by cable bridges. The new cable is proposed to cross under part of the River Don that is owned by CRT.
- 4.5.5 South Yorkshire Mayoral Combined Authority (“SYMCA”) – The existing cables and the proposed cables cross under the tracks forming part of the local Supertram network operated by SYMCA.
- 4.5.6 Yorkshire Water Services Limited (“YWS”) – YWS own land beneath the M1 motorway that is affected by both existing and proposed cables. The Order land also includes land at the Blackburn Meadows wastewater treatment works as a location of a proposed crossing of the River Don and access through the treatment works site to the cable location.

- 4.5.7 Northern Powergrid (NPG) – No land owned by NPG is included within the Order. However, there are a number of locations where NPG’s cable assets are located in close proximity to either the existing or new cables and their associated land rights extend over the Order land.
- 4.6 Local Authority Land
- 4.6.1 The Order land includes land owned by Sheffield City Council in addition to the land forming part of the adopted highway network (either owned by the City Council or unregistered).
- 4.6.2 This non-highway land includes areas of vacant land at either end of the Blackburn Meadows Way highway and a small area of land adjacent to Meadowhall Road. The land is not being actively used by the local authority for any purpose other than possibly in association with the adjoining highways.
- 4.6.3 I have been in discussion with the Property Services team at Sheffield City Council about the proposals for the cables in land owned by the Council. Terms have been agreed in principle for an option to secure an easement over the land, but we are awaiting formal approval from the Council.
- 4.7 Public Open Space
- 4.7.1 Sections of the Project will pass through areas of Open Space. This term is defined in the Acquisition of Land Act 1981 (“**1981 Act**”) (**CD4.1**) as *“any land laid out as a public garden, or used for the purposes of public recreation, or land being a disused burial ground”*.
- 4.7.2 Whilst no freehold interest is being acquired in Open Space, Cable Rights and Construction and Operational Access Rights to facilitate the Project are being sought in respect of Open Space.
- 4.7.3 These rights engage section 28 and paragraph 6(1)(a) of Schedule 3 to the 1981 Act which provide that a compulsory purchase order authorising the acquisition of rights over land will be subject to special parliamentary procedure unless the Secretary of State certifies otherwise. Accordingly an application for a certificate in relation to Open Space was made on 14 December 2023 (**CD1.6**) to the relevant Secretary of State on the basis that “the land, when burdened with that right, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before”.
- 4.7.4 NGET’s case in this regard is that the Cable Rights will allow for the installation of cabling, either by trenchless solution or open cut (as set out in Section 2.4 above). The trench for the cables is then backfilled and the land restored. The cabling works in

the open space will therefore take place over a temporary period, in phases and in limited sections of land. Once constructed those areas of land will be available as Open Space as before. Maintenance and future works will be carried out at the joint bays and via the link boxes. NGET will also temporarily divert any paths impacted by the cabling works to allow users of the Open Space to continue to use the land during cabling.

- 4.7.5 The Construction and Compound Rights are required to facilitate trenchless solution works near the River Don. The trenchless solution construction areas will be temporary in order to install the cables and once installed the land will be restored and will be open for public use.
- 4.7.6 Where Cable Rights and Construction and Operational Access Rights are required on Open Space land the rights will be used to facilitate access for construction vehicles and the construction of the cables. The land will be restored once the cables are commissioned. NGET may need to utilise these rights in the future for ongoing maintenance works for the cables, however, any use will be temporary. This includes plots 5-42, 5-42a and 6-01a on land to the South of Blackburn Meadows Power Station as well as plot 8-06 on land behind Ferrars Road and over which the public have access.
- 4.7.7 NGET's application for a certificate of exemption in relation to Open Space was granted by the Department for Levelling Up, Housing and Communities on 3 May 2024 (**CD1.7**). Formal publication of the statutory notice (**CD1.14**) in the Rotherham Advertiser and the Sheffield Telegraph took place on 30 May 2024.
- 4.8 Access
- 4.8.1 At the majority of locations, access will be taken directly from the public highway to the Order land for the project by either existing points of access or new temporary accesses to be created. NGET will require access along the route of the new cables during construction and for ongoing operational maintenance and along the route of the existing cable circuits for decommissioning and any ongoing maintenance requirements.
- 4.8.2 There are three locations where specific permanent access rights are required, which are:
- (a) the access of Garter Street to the Pitsmoor Substation (plot 1-06);
 - (b) the route through Blackburn Meadows wastewater treatment works to the location of the proposed new cable (plots 5-43, 6-14 and 6-15); and

- (c) the access to the Templeborough substation known as Balk Lane (plots 8-08, 8-09 and 8-10).

4.9 Main Works Compound (outside of the Order)

- 4.9.1 The Project requires a temporary compound site for the duration of construction activities and may require further short-term temporary compound areas for delivering specific elements of the construction activities. The areas have not been included within the Order land as it was considered that NGET could negotiate voluntary rights for these compound areas without the need for compulsory powers.
- 4.9.2 The main works compound will be located at the Brinsworth Steel Works located off Sheffield Road. Terms have been agreed to lease a 1 acre site at this location for a three-year period and solicitors for each party are currently instructed and drafting the lease agreement.
- 4.9.3 Terms are also being negotiated for the short-term occupation of an area of land extending to approximately 0.4 acres at the car park to a community centre off St Lawrence Road. This proposal is agreed in principle and terms for a licence are currently being negotiated with the landowner and their advisors.

5. PLANNING CONSIDERATIONS

- 5.1 Planning advice for the project has been provided to NGET by external planning consultants at Stantec UK Limited and I include a report prepared by Michelle Robinson from Stantec at **Appendix 1** that details the relevant planning policies, the approach taken and the conclusions.
- 5.2 Michelle Robinson's report confirms her assessment that there are no planning impediments which would prevent the successful implementation of the proposal as the works can be undertaken under permitted development rights.

6. LAND AND CONSENTS REQUIRED

- 6.1 The rights which are sought in the Order can be grouped into specific types of right based on their purpose and have been applied to different plots based on the specific requirements of the Project.
- 6.2 When considering the land and rights that are required to deliver the Project, NGET has sought to take a proportionate approach by seeking to acquire rights in land in preference to freehold acquisition, where possible. Furthermore, the preference of the project has been to install new cables within the adopted highway network, where that is feasible. In these locations, NGET will rely on its existing statutory street works powers pursuant to the Electricity Act 1989 (**CD4.2**), Schedule 4, and the New Roads and Street Works Act 1991 (**CD4.3**) ("**NRSWA**") for those parts

within or beneath the highway. No new rights are therefore included in the Order for the cables being installed in the highways.

- 6.3 Where rights are required over third-party land, some of the rights are required temporarily only, associated with the construction phase of the Project, while some are permanent rights. The CPO process does not currently provide for the exercise of temporary possession while the powers contained in the Neighbourhood Planning Act 2017 are not in force and it is therefore necessary to secure permanent rights to occupy, which will only be exercised for a temporary period. These different rights are fully described in the Order and the specific rights being sought in relation to the Order Land are identified on a plot-by-plot basis in Table 1 of the Order schedule. The details of all land and rights required are briefly set out below.

Acquisition of Land

- 6.4 The only land to be acquired freehold relates to the Templeborough substation (with rights being acquired for the accessway to the substation) in order for NGET to secure certainty over its occupation. The extant lease at this location has expired and NGET is seeking a renewal but in the event that is not successful it will be necessary to acquire the freehold to the substation as the CPO legislation does not provide for the acquisition of a new lease.

Cable Rights

- 6.5 NGET require cable rights for the construction, installation, operation and decommissioning of electricity cables and the associated electricity infrastructure including fibre optic and Distributed Temperature Sensor fibre cabling together with any necessary auxiliary apparatus. These will be permanent rights in the locations where the new cables are to be installed.
- 6.6 These rights are also required to protect and prevent interference with the cables when they are operational. This protection will generally extend to a cable corridor of a 10m width, centred on the cable route although it may vary due to physical constraints along the route and may be off-set from the centre-line in some locations. Where trenchless (including Horizontal Directional Drill) construction techniques are being used a wider cable corridor may be required of up to 20m.
- 6.7 Cable Rights are being sought over the full extent of the route of the new cable circuit.

Construction and Operational Access Rights

- 6.8 NGET requires temporary rights over third party land for construction activities to access the cable rights and construction areas and the adjoining Order land for all essential construction requirements associated with the Project.

Decommissioning Access Rights

- 6.9 NGET requires rights to access land to decommission or remove the existing cables and associated infrastructure. Where the cables are decommissioned and an element is retained in situ it will be necessary to instal pits to drain the oil from the cables and manholes for future monitoring of the oil within the cables.
- 6.10 NGET has existing agreements for the majority of the cable locations. These are either in the form of easements or as part of nationwide 'omnibus' wayleave agreements with larger statutory undertaker organisations. An audit of all existing rights was undertaken which identified that these do not allow for all of the decommissioning activities that are required for the project, for example the installation of oil drainage monitoring pits. In some locations no existing land rights agreements exist for the cables.
- 6.11 The precise locations where cables are being retained in situ and where monitoring pits will be installed are not currently known and Cable Decommissioning rights are therefore required in all locations where the existing cables are being decommissioned in land outside of the highway.

Monitoring Pit Rights

- 6.12 NGET requires specific rights to install pits at the points where decommissioned cables that are retained in situ are cut-off in order to allow the oil from the cables to be drained and then subsequently to monitor oil levels.

7. ACQUISITION STRATEGY

- 7.1 I am aware and fully understand that NGET's preference will always be to secure land and rights over land on a voluntary basis. This will be through negotiation with individual landowners to obtain agreements including option agreements for the grant of an easement for cables, a lease or licence for temporary construction works, and variations to existing cable easements for decommissioning works. This is set out in NGET'S Land Rights Strategy (**CD5.15**) ("**LRS**") , which has been followed on this Project.
- 7.2 The LRS was developed by NGET in order to provide a consistent methodology for acquiring land rights for NGET's infrastructure projects and, as far as I am aware, it is implemented on all NGET projects requiring land and rights and remains under continuous review to ensure that it is still fit for commercial purpose and meets the expectations of third-party landowners and occupiers. The key principles of the LRS are that it:
- A. Provides a consistent methodology for acquiring land and land rights for transmission infrastructure projects;
 - B. Helps to encourage landowners to voluntarily agree to enter into the required agreements, which then helps to preserve long term stakeholder relationships;

- C. Ensures that there is consistency in the payments made to obtain land rights, and that all landowners are treated fairly and equally and in accordance with the expectations of existing legislation;
- D. Aligns the approach taken for electricity transmission land rights across the UK National Grid Group Plc companies.

- 7.3 I understand that all reviews of the LRS undertaken to date by NGET (most recently in February/March 2024) have identified that the LRS still enables effective and consistent communication with those affected by NGET's proposals, and that it continues to meet the requirements of the Guidance on Compulsory Purchase Process and the Crichel Down Rules (2019) (**CD5.1**) ("**Guidance**") on seeking to acquire land by negotiation. Its terms continue to enable NGET to treat people fairly. In addition to these ongoing general reviews of the LRS approach, I was involved in reviewing and determining how the LRS approach would be delivered in this Project. I am satisfied that it provides a fair and reasonable approach to securing the land rights.
- 7.4 As noted above, the preference in the LRS and for the Project is to proceed by negotiating terms to secure an option agreement for an easement for the Cable Rights. This approach allows final easements to be entered into once the construction activities have been completed and the "as-built" locations of the cables are known. The option agreement approach is being followed in all cases where the Cable Rights are required in private land.
- 7.5 One variation to the approach has been agreed and incorporated as the negotiations have proceeded. This is the proposal to proceed directly to the variation of existing easements rather than require an option to vary the existing wayleaves/easements to carry out the decommissioning works. This change reflects the flexibility of approach that is possible within the LRS and has arisen due in part to it being easier for affected landowners to understand the process and also as it will reduce the complexity of the agreements and therefore the likely time taken in agreeing the revised agreements. This approach is being followed for all variations of extant agreements for existing rights.
- 7.6 Where temporary construction rights only are required, with no permanent access or Cable Rights, NGET is seeking an option to occupy the land on a lease for the duration of the construction work in that land.
- 7.7 Whilst NGET seeks to avoid the use of compulsory purchase powers by negotiating by private treaty, in order to ensure the timely delivery of the Project, it has proven necessary to seek compulsory purchase powers. Negotiations to obtain, by agreement, the remainder of the necessary rights are continuing in parallel to the compulsory purchase process, as described in Section 8 of this statement. This is consistent with the Guidance and the LRS.

7.8 I have been involved in all negotiations for voluntary rights and therefore fully understand the terms that have been requested at each location. The Heads of Terms in each case have been adapted to reflect the specific nature of the land and rights required and the fact that on the Project the majority of plots of land are distinct from the others.

8. PROGRESS OF NEGOTIATIONS WITH LANDOWNERS

8.1 All affected landowners were contacted prior to the making of the Order to advise about the project and confirm the extent of their land that is included. In most cases, a number of site meetings and discussions have taken place. This contact included issuing a letter and individual plan to all affected landowners in February 2023 showing the Project proposals across their land in respect of the new cable route.

8.2 Following these initial communications, discussions have continued with the landowners about the specific proposals of the Project and in order to agree access for site surveys and other matters. Currently access has been agreed voluntarily to all locations for site surveys without the need for NGET to serve any statutory notices for entry.

8.3 Individual Heads of Terms (“HOTS”) proposals have been prepared and issued to each landowner. The majority of the HOTS were initially issued between April and October 2023 on the basis described above that NGET would either be granted an option agreement to be able to exercise rights and create easements or vary existing easements as appropriate. Updated and revised HOTS have been issued to the landowners as negotiations have proceeded, to reflect their specific requirements.

8.4 The table below summarises the status of landowner negotiations:

Status of Agreement	Number
Heads of Terms in Negotiation	11
Heads of Terms Agreed and awaiting authorisation	2
Heads of Terms sent to legal	8
Option Agreement Exchanged or variation completed	0
Total Number	21

Table 1. Status of Landowner Negotiations

8.5 In total there are 13 locations where Cable Rights are required for new the new cable route and 7 locations where existing rights need to be varied, plus the new lease/purchase of the Templeborough Substation site (21 individual requirements in total). There is a degree of overlap in these figures, as in some cases NGET require a variation of an existing easement with the

same parties as a new easement is being negotiated in another location. Negotiations are progressing well in most locations.

- 8.6 Heads of Terms are agreed and are with NGET's legal team to progress and draft the option agreements or easement variations at eight locations. Two further locations now have terms agreed and we are awaiting final approval to allow legal instruction.
- 8.7 In the other locations, negotiations are proceeding and we are actively engaging with the affected landowners to resolve any outstanding issues to allow us to agree and proceed with the agreements.
- 8.8 Landowner relationships are good across the Project and I am not aware of any landowner that does not generally support the Project's proposals despite the objections received. Of the negotiations that have proceeded to the stage where heads of terms have been agreed, this includes agreement with three of the objectors to the Project. Negotiations for voluntary agreements with some of the other objectors are at an advanced stage.
- 8.9 There is one party where we have struggled to progress negotiations. This is the freehold owner of the land at the two residential properties on [REDACTED] (each of which are subject to a 250-year lease). We have attempted to contact the organisation that owns the land to negotiate an option for an easement for the new cables to be installed, to the extent that they are able to grant an easement, over the subsoil on the adjoining land (footpath). They have not responded to any attempt.
- 8.10 With regards to Templeborough substation, the landowner has other land that is also required for the Project and we have been negotiating with them for an option for an easement for cable rights and for the lease of an area of land outside of the Order for the main works compound. These two negotiations have been prioritised and terms for both are now agreed with the landowner. The discussions for the land at the substation have not concluded and the next step will be to arrange a site meeting where we will discuss the other works on this land and the landowner's preference and proposals for the substation site.
- 8.11 Gas and Electricity Markets Authority ("GEMA") Consent
- 8.11.1 Paragraph 2 of Schedule 3 of the Electricity Act 1989 provides that the Secretary of State may not confirm the Order authorising the acquisition of land belonging to another electricity licence holder except with the consent of GEMA.
- 8.11.2 Accordingly, as the Order affects the rights and interests of such licence holders, GEMA Consent is required. NGET made an application to the Secretary of State for Energy Security and Net Zero on 18 March 2024 (**CD1.8**). This land is the area of landscaping associated with the Blackburn Meadows Biomass Power Station and outside of the -operational boundary of that site.

- 8.11.3 The application for GEMA consent was made on the basis that, although paragraph 2(1) of Schedule 3 to the 1989 Act applies to the acquisition of land over which an electricity licence holder has a freehold interest, paragraph 2(2)(a) does not apply because the land is not held by the licence holder for the purposes of an installation necessary for the carrying on of the activities which is authorised by its licence to carry on.
- 8.11.4 Further to this, paragraph 2(2)(b) of Schedule 3 to the 1989 Act does not apply as there is no evidence to suggest that the land will be so used, or that the use will commence, within the period of five years beginning with the date of the application.
- 8.11.5 Negotiations are also progressing with the licence holder and there is no reason why the GEMA Consent will not be forthcoming, in the event that it is required.

9. THE CASE FOR CPO/COMPLIANCE WITH CPO GUIDANCE

- 9.1 In preparing the Order and in dealing with land issues I am aware that NGET have had regard to the Guidance that is published by the Department for Levelling Up, Housing and Communities that sets out how and when compulsory powers should be used. A copy of the Guidance is available as **CD5.1**.
- 9.2 Paragraph 2 of the states that "*the confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement*" and that "*compulsory purchase is intended as a last resort to secure the assembly of all the land needed for the implementation of projects. However, if an acquiring authority waits for negotiations to break down before starting the compulsory purchase process, valuable time will be lost. Therefore, depending on when the land is required, it may often be sensible, given the amount of time required to complete the compulsory purchase process, for the acquiring authority to plan a compulsory purchase timetable as a contingency measure and initiate formal procedures*".
- 9.3 The acquisition strategy for this Project is set out Section 7 of this statement and is in accordance with NGET's LRS. The LRS confirms that NGET always seek to agree voluntary agreements from affected landowners and this approach has been followed in this Project. Since the initial discussions that I and my team have had with affected landowners, we have discussed the land rights required and sought to acquire the necessary land and rights by negotiation, with offers being issued to all landowners. As set out in section 8 of this statement, heads of terms have been agreed with a number of the landowners and negotiations are progressing well with others for the necessary voluntary rights. This demonstrates that reasonable steps have been taken to acquire land and rights by agreement.
- 9.4 While the intention has been to obtain voluntary agreements in all cases, the LRS approach is to initiate the compulsory purchase process while the negotiations are ongoing to avoid any risk of

delay if negotiations are unsuccessful. This is in accordance with the second part of Paragraph 2 set out above.

9.5 Paragraph 3 of the Guidance states that the acquiring authority must “*make reasonable initial offers and be prepared to engage constructively with claimants*”. I am satisfied that all initial offers have been reasonable, reflecting the specific use of the land in question and the presence of any existing rights. In negotiating a voluntary settlement with the landowners, we have actively engaged with them or their representatives, have considered accommodation works requirements and other concerns where relevant and have increased our offers where there is evidence to justify an uplift. NGET have confirmed to all parties that their professional fees and other reasonable costs associated with negotiating the voluntary agreements will be reimbursed.

9.6 I am aware that the factors set out in paragraph 106 will be considered at the Inquiry. This paragraph specifically relates to orders made under s226 of the Town and Country Planning Act 1990, but the points are set out below and considered with reference to the Project:

9.6.1 *whether the purpose for which the land is being acquired fits in with the adopted Local Plan for the area or, where no such up to date Local Plan exists, with the draft Local Plan and the National Planning Policy Framework.* The evidence of Michelle Robinson (**Appendix 1**) deals with the relevant planning policies and the approach taken by the Project.

9.6.2 *the extent to which the proposed purpose will contribute to the achievement of the promotion or improvement of the economic, social or environmental wellbeing of the area.* The evidence of Damian Spurr deals with the need for the Project (**CD3.3**).

9.6.3 *whether the purpose for which the acquiring authority is proposing to acquire the land could be achieved by any other means. This may include considering the appropriateness of any alternative proposals put forward by the owners of the land, or any other persons, for its reuse. It may also involve examining the suitability of any alternative locations for the purpose for which the land is being acquired.*

As set out at Paragraph 9.5 above, NGET has actively engaged with all affected landowners in order to negotiate voluntary agreements. None of the landowners have been fundamentally opposed to the Project but in certain cases we have considered their suggestions for alternative route suggestions and proposals. These have been considered by the Project’s engineering team and progressed where they offer a viable engineering solution. In one example, discussions with a landowner highlighted potential operational issues with an initial proposal to route the cable around the staff car park to the Meadowhall Shopping Centre and we worked with the landowner to agree an alternative route over their property.

9.6.4 *the potential financial viability of the scheme for which the land is being acquired. A general indication of funding intentions, and of any commitment from third parties, will usually suffice to reassure the Secretary of State that there is a reasonable prospect that the scheme will proceed. The greater the uncertainty about the financial viability of the scheme, however, the more compelling the other grounds for undertaking the compulsory purchase will need to be. The timing of any available funding may also be important. For example, a strict time limit on the availability of the necessary funding may be an argument put forward by the acquiring authority to justify proceeding with the order before finalising the details of the replacement scheme and/or the statutory planning position.* The evidence of Damian Spurr confirms how the Project will be funded (**CD3.3**).

10. CHANGES TO THE ORDER

- 10.1 Since NGET made the Order it has been identified that a number of alterations to the Order are proposed due to information that has subsequently been confirmed. The details of these are set out below and an annotated copy highlighting these alterations is included as **Appendix 2**.
- 10.2 The Order included the following rights which are no longer required to deliver the Project: Construction and Compound Rights and Drainage Rights. NGET will be seeking to modify the Order to remove these rights. These two rights have not been allocated to any plots in the Order Schedule.
- 10.3 Plot 8-02 is the residential property known as 197 Ferrars Road and the leasehold interest in this property was sold immediately prior to NGET making the Order. NGET have since been in regular contact with the new landowners and their contact details will be updated in Table 1 of the Order schedule.
- 10.4 We have been informed that Stephanie Clark no longer has an interest in plots 5-05, 5-06, 5-07 and 5-08 and Table 2 of the Order Schedule will be updated to remove this interest.
- 10.5 We have been informed by BOC Limited that their registered interests in the land at plots 6-03, 6-04, 7-03, 7-05, 7-06 and 8-06 are in relation to a pipeline that is now redundant and which they do not retain any rights. Table 2 of the Order Schedule will be updated to remove this interest.
- 10.6 The address of an interest recorded in Table 2 of the Order Schedule at plots 8-06, 8-07 and 8-08 (Greensill Capital UK Limited) is to be updated.

11. RESPONSE TO OBJECTIONS

- 11.1 The relevant deadline for submission of objections to the Order was 05 January 2024. Nine objections were received by that date.

11.2 None of the objectors have submitted an objection to the principle of the proposed cable replacement. I have been working with the objectors to better understand their specific concerns and explore opportunities to remove or mitigate these concerns. I have been responsible for liaising with all objectors in order try to achieve this. I have set out below a brief summary of the objection in each case and the response in so far as it relates to matters within the scope of my evidence.

11.3 Note that there are no objections listed against references “OBJ1” or “OBJ2”.

OBJ3 – National Highways (“NH”)

Summary of Objection

11.4 The objection (**CD2.1**) included the following points:

- A. NH does not object to the principle of NGET’s proposal
- B. NH has concerns about the wide range of powers being sought over the relevant strategic road network (“**SRN**”)
- C. NH also has particular concerns over any unregulated access to the SRN which would pose significant safety risks for customers and anyone carrying out the works
- D. NH confirmed that their objection is to the scheme in its current form but they will work with NGET to find a compromise

Liaison with Objector

11.5 I have prepared and issued a response to this objection on behalf of NGET (**CD2.2**).

11.6 Since the objection was received, I have met with the appointed representative of NH to discuss points raised and to seek to reach an agreement. The land in question is the section of the Project where the new and existing cables run under the M1 Motorway at the Tinsley Viaduct. This is an elevated section of motorway and part of the SRN but no access onto the operational road network is required. The land beneath the motorway is vacant and securely fenced-off except for specific highway and footpath access.

11.7 At my meeting on 22 February 2024 with NH, the principle point of concern raised by NH was in relation to the ongoing and essential security arrangements under the motorway. This is subject to 24-hour security camera monitoring and, if required, an armed rapid response. The Project agrees to work within these security arrangements and not to compromise security of the structure.

11.8 Subsequently, further correspondence was received from NH on 29 April 2024. This correspondence requested that NGET prepare and issue a legal agreement to set out what

works will be done in the land beneath the viaduct and that NGET will not interfere with land or assets of National Highways without prior approval.

- 11.9 I have met with the Project's engineering team to further clarify the extent of the works that will be undertaken and have been able to provide further clarity to NH on the extent of the proposed works under the motorway, in particular the extent of the existing cable that is intended to be left in situ in order to minimise works in that location. Cable Rights, Decommissioning Access Rights and Monitoring Pit Rights are required in this land, but the refinement of the proposals has allowed us to restrict the extent to which these rights will be utilised, and NGET has issued an undertaking to NH to confirm this.
- 11.10 I met with NH again on 05 June 2024 to discuss the undertaking. This was a positive meeting. My understanding is that from an operational point of view, NH do not have any objection to what is proposed by NGET and are satisfied that, so long as there is adequate communication and liaison, there should be no risk to their asset. The legal undertaking is still subject to agreement.

Response to Objection

11.11 My response to the specific points of the objection is as set out below:

- A. Noted that NH do not object to the principle of the Project.
- B. With regards to the concern about wide ranging powers being sought, I have confirmed that the permanent rights being sought would not significantly differ from the rights that are in place for the existing cables located under the motorway. Any new cables would be subject to the same routine foot patrol inspections as are currently undertaken on the cables that are in situ and the existing cables will be decommissioned.

As no access onto the SRN is required nor will the viaduct stanchions be affected, NH have confirmed that they do not need to approve risk assessments and method statements (RAMS) for any working practices. NGET have, however, committed to continue to liaise with NH's construction assurance managers and will provide copies of all relevant RAMS to NH and actively cooperate with NH's appointed construction manager on site to agree on how the works are to be undertaken.

NGET has prepared an issued an undertaking to NH that sets out where the rights be sought can be limited by reference to the specific work proposed to be carried out at specific locations under the motorway. This should resolve any remaining concerns about the extent of the rights being sought.

- C. NGET understand that the principal objection to the Project is in relation to the ongoing security for the viaduct structure. NGET appreciate that the viaduct is critical national infrastructure and is therefore subject to strict security provisions including continuous monitoring of security cameras

and an associated rapid response should any unauthorised access be taken to the land beneath the motorway.

NGET confirm that they will not remove any of the camera equipment under the viaduct or require it to be turned off during the works. NGET further agree to provide NH with advance notification of any period when construction activities will be undertaken in this location so that both Sheffield City Council and NH are aware of the zones that may be occupied at any particular time.

- D. It is understood that the proposed project is acceptable should the concerns over the maintenance of the security cameras and security arrangements under the viaduct be maintained. NGET have committed to maintaining these security arrangements. The Project continues to work with NH to confirm the clarifications or alterations to the proposals that are required to obtain NH's agreement to the proposals.

OBJ4 – Network Rail Infrastructure Limited (“NRIL”)

Summary of Objection

11.12 The objection (**CD2.3**) included the following points:

- A. Objection to the CPO on the ground that it includes operational railway land
- B. Additional and further grounds of objection may be produced when further details of the order are available
- C. Representations have been made to the Railways Directorate if the Dept of Transport under s16 and sched 3 para 11 of the Acquisition of Land Act

Liaison with Objector

- 11.13 I have been involved in liaising with this objector both in terms of the land rights and in facilitating and attending meetings with NRIL's engineering/construction supervision teams and I have sent a response to NRIL (**CD2.4**).
- 11.14 NGET have been in contact with NRIL for some time to introduce the project, discuss the likely impact on the operational rail land and discuss the requirements for a Basic Asset Protection Agreement (“**BAPA**”). I have met separately with representatives of NRIL's internal lands team and engineering team in the time since the objection was received.
- 11.15 The ongoing discussions with NRIL have included the agreement of Heads of Terms for an option agreement and easement for the new cables and a variation to existing agreements. Solicitors have been instructed by both parties to commence drafting the agreements. I have also had further discussions with the engineering team at NRIL and agreed the details of the existing

cables that will remain in situ at the track crossings and agreed to the retention in situ of the cable troughs at the embankment near to Tyler Street.

Response to Objection

11.16 My response to the specific points of the objection is as set out below:

- A. NGET acknowledge that part of the CPO affects operational railway land owned by NRIL. NGET engaged with NRIL to introduce the project in October 2022 and an initial meeting was attended in January 2023. In the intervening period NGET have remained in regular contact with NRIL to agree requirements for a BAPA to ensure that the operational railway is suitably protected during the Project.
- B. Part of the route of the existing cables is located within operational railway land and therefore the presence of operational railway land within the CPO is unavoidable. The areas of NRIL land where the route of the new cables is proposed, includes non-operational land and land operated as part of the local tram network. These areas have been included where NRIL's ownership cannot be avoided. NGET is confident that the Project can be undertaken with no negative impact on the operational railway.
- C. No further grounds of objection have been produced. Terms have been agreed, in principle, for a voluntary option for an easement for the cables and work to agree the BAPA is progressing.

OBJ5 – BOC Limited

Summary of Objection

11.17 The objection (**CD2.5**) included the following points:

- A. Objection due to absence of contractual arrangement to ensure that BOC's pipelines, apparatus and land rights/restrictive covenants remain operational at all times
- B. Plot 8-07 is adjacent to and may overlap with rights in place to safeguard BOC infrastructure which could affect supply and become hazardous
- C. There is BOC infrastructure underneath and adjacent to Balk Lane. Maximum loading restrictions in these areas required as well as road strengthening (at NGET's expense) and indemnification of any damage caused. Agreement needed that access to BOC infrastructure will not be impeded.

Liaison with Objector

11.18 I have prepared and issued a response to this objection on behalf of NGET (**CD2.6**).

11.19 The project does not affect any land owned by BOC Limited, although I understand that one initial concern of the objections was to clarify that the Order land did not extend into their ownership. I

have spoken with their Head of Estates and understand that this has been done to their satisfaction. The Order land does include land where BOC Limited have pipeline assets installed and I have discussed these specific locations with their Estates team.

11.20 NGET have agreed to enter into an agreement setting out protective provisions to be agreed by the parties for any works near to BOC's assets. The initial form of agreement has been prepared by BOC and issued to NGET's solicitor. I understand that the wording is in negotiations but that both parties are hopeful that it will be agreed.

11.21 The discussions I have had with BOC Limited have been positive throughout and I understand that there would be no further objection from BOC if protective provisions can be agreed.

Response to Objection

11.22 My response to the specific points of the objection is as set out below:

- A. I have liaised with BOC Limited to understand the precise location of the pipelines that are present within the Order land and shared this with NGET's engineering team. Discussions are ongoing with BOC regarding the proposed protective provisions for any requirement for the Project to cross BOC's pipelines.
- B. I understand that BOC were initially concerned that the CPO plots may have overlapped into the land owned by BOC at their Brinsworth plant. It has been confirmed that the CPO plots do not overlap any land in BOC's ownership. I understand that there is no concern about a risk to supply.
- C. NGET's solicitors are liaising with BOC to agree appropriate protective provisions for the crossings of these pipelines. These discussions are underway and the protective provisions are being agreed.

OBJ6 – E.ON UK PLC

Summary of Objection

11.23 The objection (**CD2.7**) included the following points:

- A. No objection to the principle of the scheme but concerns over Blackburn Meadow Way plots 5-27, 5-29, 5-42, 5-42a, 6-01a.
- B. Lack of reasonable attempts to acquire interests by agreement.
- C. No design plans or confirmation of final cable route provided (marked as indicative on the plans).
- D. Insufficient detail provided on mitigation measures to ensure SUDS will not be impacted.
- E. Unclear whether access will be maintained during construction scheme.
- F. No engagement re accommodation works and reinstatement of land after works.

- G. Unclear how landscaping and path will be impacted as part of adjoining highway scheme.
- H. Ground investigations have not been carried out yet - unclear whether ground is suitable for the scheme.

Liaison with Objector

- 11.24 I have prepared and issued a response to this objection on behalf of NGET (**CD2.8**).
- 11.25 The objection was submitted by Fisher German acting as land agent for E.ON UK PLC. I have previously met with the landowner's internal surveyor prior to Fisher German's appointment and me and members of my team have had regular and ongoing contact with Fisher German subsequently.
- 11.26 Discussions to secure the voluntary land access for surveys was particularly complex and long-running. However, access has now been agreed and surveys have been undertaken.
- 11.27 The heads of terms are now agreed in principle for an option agreement for an easement, subject to final client approval and I am hopefully that we will have agreement and be able to instruct solicitors shortly. I understand that most points of objection are now resolved subject to the final approval of the terms.

Response to Objection

11.27.1 My response to the specific points of the objection is as set out below:

- A. There has been ongoing and regular contact with Fisher German LLP (on behalf of E.ON UK PLC) regarding the Project. No specific concerns have been raised but NGET continue to work with E.ON to agree any necessary mitigation measures.
- B. Terms are now agreed, subject to final client approval, to acquire the necessary interests by agreement.
- C. The status and development of the cable route design has been discussed with the landowner's agent and NGET have committed to keeping the landowner informed as the Project develops. I have confirmed to the landowner's agent that any deviation from the indicative routes provided will be limited and will remain entirely within the extent of the plots indicated on the CPO plan.
- D. The location of the proposed cable route is to be in the proximity of the cycleway link and in land that is currently non-operational and allocated as a landscaping area. It is not anticipated that the installation of the cable will have any permanent impact on this use of the land. NGET will continue to maintain regular liaison with the landowner regarding the Project to identify if there are any concerns about its potential impact on their operations and to identify any necessary mitigation measures.

- E. I have discussed the Sustainable Drainage Systems (SUDS) with the landowner and Fisher German and the plans provided have been shared with NGET's engineering team to advise the detailed cable design. NGET have agreed to maintain a liaison throughout the design process of the Project regarding any impact on the SUDS. However, NGET has also confirmed that the cable installation should have no permanent impact on the SUDS as currently installed on the land.
- F. I have confirmed in correspondence and meetings with the landowner's agent that NGET's contractor will install any necessary crossing points that are required to ensure that the landowner has essential access to their retained land. NGET has requested that the landowner's agent identifies any areas where access is required to retained land.
- G. Discussions about accommodation works or reinstatement requirements are progressing with the ongoing discussions about impacts. NGET have requested that the landowner's agent confirms if there are any specific accommodation works requirements beyond the access requirements discussed above.
- H. I have confirmed that NGET will reinstate the land to its existing condition on completion of the Project and will discuss and agree an appropriate reinstatement plan prior to construction commencing on site.
- I. I have confirmed to Fisher German that the Project will not have any permanent impact on the landscaping and path developed as part of the adjoining Blackburn Meadows Way highway scheme. There may be a temporary impact on the footpath/cycleway, which may need to be closed or managed while construction works are undertaken, although as it is not yet officially open then we would not expect this to be a significant issue. If the works impact on the specific landscaping areas or particular vegetation items, then this can be captured in the reinstatement plan to be agreed.
- J. The ground investigation requirements have now been defined and the access proposals have been agreed in the form of voluntary access licence agreements. The output of these investigations will help in allowing the project to define the proposed route in more detail.

OBJ7 – Mrs Anisa Hussain and Mr Azeem Sharif

Summary of Objection

11.28 The objection (CD2.9) included the following points:

- A. The objectors confirm that they are the new owners of [REDACTED] plot 8-02.
- B. The objectors have only received limited information received about CPO
- C. The CPO would prevent vehicular and pedestrian access to the house. Mrs Hussain, one of the occupiers, is disabled with restricted mobility and needs to be able to drive up to the property.
- D. There is a 6 month old baby at the property who was born prematurely and has particular needs

- E. The CPO would interfere with, spoil or damage the garden which is not acceptable or justifiable
- F. The presence of machinery and workmen would cause disturbance and impact the objectors' health and lead to a breach of Human Rights Act under protocol 1, Article 1 - Right to peaceful enjoyment of property - which cannot be justified on public policy terms
- G. The extent of land included in the CPO is disproportionate to the works proposed
- H. That the matters raised cannot be addressed by compensation

Liaison with the Objector

- 11.29 I have prepared and issued a response to this objection on behalf of NGET (**CD2.10**).
- 11.30 This objection relates to plot 8-02, which is one of the two areas of land on the project that are located within the curtilage of a residential property. Construction and Operational Access Rights are required over this plot in relation to the cables to be removed and installed on adjoining land. Initial discussions were undertaken with the previous owner and her family. The property was sold after the previous owner passed away, completing immediately prior to the making of the Order and there was therefore limited opportunity to meet with the current property owners to introduce the Project in the normal manner.
- 11.31 I believe that the valid concern regarding the initial lack of information about the Project when the objectors purchased the property has now been resolved. I have personally met with the objectors on three occasions as well as numerous telephone calls and correspondence since the objection was received. My colleagues have met them on other occasions including with NGET's contractor being present to discuss the specific engineering proposals. I understand that a number of their concerns regarding the Project have now been resolved.
- 11.32 Terms for a voluntary agreement to occupy the land for the construction works have been shared with the property owners and they are under consideration. Agreement has been reached regarding the future treatment of the boundary of the property, which had been the subject of some detailed discussion.
- 11.33 Discussions continue positively with the property owner and I am confident that their initial concerns have been resolved although I will continue to communicate with them and work with them to try and resolve any remaining issues

Response to Objection

- 11.34 My response to the specific points of the objection is as set out below:
- A. The current owners of [REDACTED] only purchased the property immediately prior to the making of the Order. NGET were not informed about this by the previous owner who we had been in

regular communication with until after Order notices had been issued. Their interest has now been noted and NGET have committed to providing them with all relevant project information. I have met the owners a number of times and understand that they now have all relevant Project information.

- B. Prior to receipt of the objection, I had sent correspondence requesting contact but had not been able to meet or provide additional information. Following the identification of the new owners of [REDACTED] [REDACTED] we have undertaken site meetings to discuss the specific details of the works at the property and issued correspondence providing further information.

The owners of the property have been provided with my details as a single point of contact for any queries relating to the project as well as details of a dedicated general contact number for project enquiries and a link to the project website with all other relevant details.

- C. The extent of the Order land does affect the access to the property. However, NGET have confirmed that it is the intention that access will be maintained at all times.

In order to ensure that this is possible, I have confirmed to the property owners that NGET and their principal contractor will meet with the property owners to discuss the specific timing of the work prior to any construction access being taken and to agree any necessary accommodation works to ensure that access to the property can be maintained.

The comments about an occupier's specific mobility requirements have been noted with the Project. NGET have committed to work with the property owners prior to and during the works to understand these requirements and ensure that any specific access needs are satisfied.

- D. The specific needs of the young baby at the property have also been noted. NGET have agreed to work with the property owners to ensure that any particular requirements, such as access for a pram or pushchair, are taken into account and maintained throughout the works period.

- E. In my discussions with the property owners, I have accepted that the project could impact upon the use of the property during the period that the cables are being installed in the adjoining land. This is a temporary impact only and NGET have committed to working with the property owners to minimise the interference over what should be a relatively short period of occupation of the land. NGET have provided information on the expected duration of the works in this locality and the proposed working hours.

I have advised the property owners of NGET's obligation to reinstate all land affected by the works to no worse a condition than it was prior to access being taken and confirmed that a full condition survey will be undertaken and provided to the property owner detailing the condition of the area before the works commence.

In addition, NGET have considered the property owners' request to install a new boundary wall along the full length of the property's boundary with the footpath regardless of the extent of the

boundary hedges that are removed for the works. This has been agreed subject to the specific details being confirmed with the property owner and agreed prior to any works commencing on the land.

- F. I expect that the Project can accommodate the property owner's requirements and that the method of working with short term temporary impacts will enable them to continue to reside at the property. It would result in a temporary proportionate interference and NGET would compensate the property owner for any reasonable losses incurred and which we have been unable to avoid through mitigation.
- G. The project requires Construction and Operational Access Rights in respect of approximately 211 square metres of land at the property.

These rights are only required temporarily, associated with the replacement of the cables in the footpath that runs adjacent to the property. The cable itself will be replaced entirely within the extent of the footpath and no new equipment is to be installed within land at the property and no new rights will be required permanently over the property.

The Project has sought to include only land within the CPO that is essential for the delivery of the Project. The decision for the cable to be located entirely within the footpath requires an in-line replacement of the existing cables which brings its own specific engineering challenges, but this approach was chosen in order to minimise the extent of permanent rights to be imposed on the adjoining private landowners, including the property owner at [REDACTED].

I understand from the evidence of Dave Rogerson (**CD3.2**) it is the opinion of NGET's design engineers that the project cannot be constructed solely from within the extent of the footpath due to how narrow it is. It is therefore essential that temporary access into this land is required. As clarified to the property owners on site by National Grid's contractor, it is not the intention to occupy the full extent of the 211 square metre plot for the full duration of the works in this location. The likelihood is that for the majority of the time only a smaller area will need to be physically occupied once the access for the initial site set-up has been completed.

- H. During the construction phase of the works in the adjoining land, it is accepted that the project could impact upon the family's use of the property during the period that the cables are being installed in the adjoining land. This is a temporary impact only and I have confirmed that NGET is committed to working with the property owner to minimise the interference over what should be a relatively short period of occupation of the land.

The works themselves within the footpath are expected to take up to four weeks to complete, with some additional work in a neighbour's property after this period to decommission the existing cable in that location. Working hours will be from 07:30 to 17:30 and we are currently not anticipating any weekend working. There is a chance of noise and disturbance at all times when the works are

ongoing, but the engineers will not commence with any of the noisier activities until after 08:30 in the morning.

I have advised the property owners that it is NGET's intention to ensure access and use of the property is maintained at all times during the works. However, that if there are any specific losses incurred by the owner in relation to their disturbance from the land then NGET would seek to compensate them accordingly.

OBJ8 – MHH Contracting Limited (“MHH”)

Summary of Objection

11.35 The objection (**CD2.11**) included the following points:

- A. MHH confirmed that they have no objection to principle of the CPO.
- B. MHH feel that the CPO could be located on land elsewhere, rather than using MMH land, and no evidence to show these alternative routes have been considered.
- C. MHH consider that the CPO scheme will have significant detrimental impact on ability to operate effectively which cannot be compensated for by payment.
- D. MHH commented that the CPO provided is undated.
- E. MHH were unable to verify whether the CPO was made on 23 November as stated in a letter dated 29 November. Clarification sought on whether the statement of reasons was submitted when the CPO was made.
- F. No evidence that NGET has given consideration to alternative means of siting the cables which would reduce the need for temporary construction rights to be purchased or for the compulsory purchase of rights to lay cables.
- G. Does not agree that NGET have taken proportionate approach to the CPO.
- H. Does not agree that NGET have established a compelling case in the public interest.
- I. Plans only show the project boundary and not the precise location of the cables so not possible to identify whether cable rights are reasonably necessary or justify the need to expand existing cabling rights.
- J. Pitsmoor sub-station can also be accessed via Carlisle Court and Garter Street – MHH consider that these routes should be considered as well.
- K. The proposed route has been designed to favour public highway land at the convenience of NGET.

L. Even though rights required are temporary, their impact could be fatal to the MHH business.

Liaison with Objector

11.36 I have prepared and issued a response to this objection on behalf of NGET (**CD2.12**).

11.37 MHH operate the material recycling site adjacent to Pitsmoor substation at the western extent of the Project, where the existing cables are located as they leave the substation and where the new cable will be installed out to Carlisle Street East. I have undertaken a number of site meetings at this location and have been in regular contact with MHH since early 2023.

11.38 There is an existing easement for cables in this location but this will need to be varied to allow for the decommissioning activities to be undertaken and to allow the new cable to be installed on a different route that avoids the main site entrance. The alternative route is favoured by MHH and I have prepared and issued heads of terms for the voluntary variation of the existing easement.

11.39 Our discussions have focused on the requirements to ensure that the business can continue to operate during NGET's construction works at this location. This has included a proposal by NGET to utilise an alternative site access for the duration of the works. Recent correspondence with the landowner and a meeting on 02 May 2024 has confirmed that there are a number of challenges to the alternative access route proposed by NGET. I have therefore discussed this further with MHH to agree the scope and cost of the temporary haul road that they propose to maintain access to the site.

11.40 We have now been able to reach agreement on this matter and on terms for the voluntary variation of the existing easement at this land to allow the Cable to be installed, although the easement variation still needs to be completed.

Response to Objection

11.41 My response to the specific points of the objection is as set out below:

A. I have noted that MHH Contracting do not object to the principle of the CPO.

B. I have spoken to MHH and confirmed that NGET's 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 MHH's site entrance and under the wheel wash area. This should reduce the potential for future interference with the operations of the site and I understand that MHH prefers this route option.

C. I have attended site meetings and Teams meetings with the landowner's representatives to discuss the Project's proposals and the existing use of the land. 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 and MHH have provided costings for a temporary haul road to avoid interactions with the Project. Following discussion between the parties, the costs of the haul road are now agreed and will be paid to MHH by NGET in sufficient time to allow them to construct the road prior to works commencing on site.

- D. I have confirmed to MHH that the CPO was made on 23 November 2023 and provided MHH with a link to the relevant project documents.
- E. I have confirmed to MHH that the Statement of Reasons is dated 24th November 2023.
- F. I have discussed the route with MHH and understand that route options have been given a considerable amount of attention by the Project as set out in the evidence of Dave Rogerson (**CD3.2**).
- G. It is my opinion that the rights sought within the Order are reasonable and proportionate. I have now agreed heads of terms for the voluntary variation to the existing easement and am hopefully that this can be completed promptly to allow the works to proceed.
- H. The Statement of Case sets out NGET's justification for promoting the Order and explains why, in NGET's opinion, there is a compelling case in the public interest for the use of compulsory purchase powers which it believes to be proportional. The evidence of Damian Spurr deals with the need for the Project (**CD3.3**).
- I. I have prepared and issued to the landowner 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. I understand that having the cable routes overlaid on this plan allows MHH to better understand the extent of the cables and the rights required.
- J. I understand NGET have considered all available options for the routing of the cables including the use of the access to Pitsmoor Substation off Garter Street as set out in the evidence of Dave Rogerson (**CD3.2**).
- K. I am aware that NGET have looked to utilise the public highway for the siting of the cables elsewhere on the cable routes for the Project. At this location that cables are located within land formerly known as Scott Street, which is a stopped-up former public highway and remains the route of a footpath. I have discussed this with MHH and confirmed that NGET are aware that this is no longer public highway and the routing of the cables through MHH's land was not based on any misunderstanding about the status of the former highway.
- L. I have confirmed to the landowner that NGET require both temporary and permanent rights for the project, albeit that the permanent rights are largely located where the existing cable rights are present. The risk to the operations of the business has been noted and we have now been able to

agree to the costs of a temporary haul road to allow MHH to continue their operations. With this in place I am confident that we can avoid any significant impact on the business operating from the site

OBJ9 – Mr JM Windle

Summary of Objection

11.42 The objection (**CD2.13**) included the following points:

- A. Mr Windle's objection is to NGET purchasing land off Garter Street as he wishes to continue to use the land for business.
- B. No objection to installation of cables in the land.

Liaison with Objector

11.43 I have prepared and issued responses to this objection on behalf of NGET (**CD2.14**)

11.44 Mr Windle operates a business accessed off the access road from Garter Street to the Pitsmoor substation. There is no registered ownership of this access route and the owner is unknown. In initial discussions with Mr Windle NGET understood that he may have claimed ownership the track but it has been clarified now that this is not the case. NGET are seeking rights over the land. Mr Windle's business uses the land for access and also for storage of vehicles and materials.

11.45 I have met and had correspondence with the objector following receipt of the objection and understand that the principle concern is based on a misapprehension that NGET are seeking to purchase the land and that will prevent his ongoing access. I have explained that NGET are only seeking rights over the land.

11.46 I met with Mr Windle again on 30 May 2024 and agreed to write a further letter to confirm that NGET will not take ownership of the land. This letter has been sent by email and post. I will continue to liaise with Mr Windle in the hope that any remaining concerns that he has can be resolved.

Response to the Objection

11.47 My response to the specific points of the objection is as set out below:

- A. I have met with and have written to Mr Windle to clarify that there is no intention to purchase the land off Garter Street. The Project is seeking rights only in the land and I have confirmed to Mr Windle that the Project's proposals will not impact on the continued use of the land for the storage of equipment, vehicles and materials for the business.
- B. Noted that there is no objection to installation of cables in the land.

OBJ10 – South Yorkshire Mayoral Combined Authority (“SYMCA”)

Summary of Objection

11.48 The objection (**CD2.15**) included the following points:

- A. If terms are agreed to vary the rights in relation to these plots voluntarily then the objection will be withdrawn.
- B. SYMCA advise that discussions are being had with National Rail to ensure that all operational interests are suitably protected and objection will be withdrawn if outcome is satisfactory.
- C. Land used by Supertram system which needs specific requirements for parties working on or close to system. Agreement needed that NGET will follow processes outlined by South Yorkshire Supertram Limited regarding access, maintenance, renewal, decommissioning.

Liaison with Landowner

11.49 I have prepared and issued a response to this objection on behalf of NGET (**CD2.16**).

11.50 I have met with SYMCA's lands/legal representative since the objection was received and also arranged and attended meetings between SYMCA's engineering team and NGET's engineers to ensure that all parties understand that requirements and restrictions imposed by working at or under the tram lines, which are operated by SYMCA.

11.51 SYMCA own land at plot 5-01 and 5-01a where NGET have an existing easement and where the existing cables are to be decommissioned. SYMCA operate the tram lines at the other locations (plots 5-19, 5-24, 5-40) and have an interest in the Meadowhall train station (plot 5-04) but do not own the land in those locations. Terms for a voluntary variation of the existing easement have been agreed and this is progressing well.

11.52 Terms are also close to agreement for protective provisions for the works that impact on the tram lines. This is actively being discussed between NGET and SYMCA.

Response to Objection

11.53 My response to the specific points of the objection is as set out below:

- A. I am aware that NGET have agreed terms for a variation of the existing easement at plots 5-01 and 5-01a. The variation has been drafted and is expected to be completed imminently.
- B. I understand that no further concerns have been raised regarding the operational interests in plot 5-04 which relates to an access path over land at the transport interchange station.
- C. I am aware that NGET are in discussion with the internal solicitor acting for South Yorkshire Mayoral Combined Authority over protective provisions for works at the tram tracks. Terms for the agreement

are in discussion in particular regarding the approvals that SYMCA require for the works at the tramlines.

OBJ11 – Forged Solutions Group

Summary of Objection

11.54 The objection (**CD2.17**) included the following points:

- A. This was described as a holding objection to ensure any work carried out on the land is mutually agreed by private treaty.
- B. Forged Solutions confirmed that they have concerns over suggested works

Liaison with Objectors

11.55 I have prepared and issued responses to this objection on behalf of NGET (**CD2.18**)

11.56 Forged Solutions operate a steel works located just off Meadowhall Road and the existing cables cross the southern edge of this site through car parking and yard land. I have met with representatives of the company and understand that their concerns related specifically to a perceived risk that NGET may intend to install cables in a different location to the existing without their approval. It has been explained that the project will not be installing new cables in this land, although the precise extent of the cables to be removed or retained in situ is not yet known.

11.57 There is an existing easement in place over the land and the terms need to be varied to allow for the decommissioning activities that are proposed by the Project. Terms for a mutually agreed variation to the easement are with each party's solicitor, I am hopeful that this will proceed well and that any remaining concerns will be resolved.

Response to Objection

11.58 My response to the specific points of the objection is as set out below:

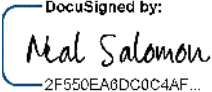
- A. I have confirmed to the landowner that NGET is committed to securing the necessary rights by mutual agreement. Terms to vary to existing easement have now been agreed subject to the landowner receiving advice on the proposed terms from their solicitor. I have confirmed that NGET will reimburse the reasonable legal fees associated with this advice.
- B. I have requested confirmation over any specific concerns and have clarified to the landowner that the existing cables in this land are being decommissioned with no new cables being installed. It is anticipated that the concerns can be resolved now that the landowner has instructed their solicitor to draft the proposed variation to the easement.

12. SUMMARY AND CONCLUSIONS

- 12.1 My evidence provides an overview of the approach taken by the Project in relation to land assembly and consents.
- 12.2 I have been involved in the Project since 2022 and, in that time, have undertaken regular liaison with landowners ensuring that the Project is aware of any specific concerns or requirements at all locations. I have also been involved in negotiating with landowners in an attempt to secure rights for the Project by agreement and can therefore confirm that all reasonable steps have been taken to negotiate reasonable terms with the affected landowners.
- 12.3 I have also been involved in liaising with all objectors to the Project and am satisfied that in all cases, we have been able to work to identify and mitigate their main concerns about the Project.
- 12.4 On the basis of my evidence, and the other evidence presented to the Inquiry on behalf of NGET, I respectfully ask the Inspector to recommend to the Secretary of State that the CPO for the Project be confirmed in this case.

13. DECLARATION

- 13.1 I confirm that the opinions expressed in this statement of evidence are my true and professional opinions.

Signed .. 

Dated 18-06-2024

Appendix 1 / CD3.4

Michelle Robinson
Statement of Evidence



Sheffield Cables CPO

Statement of Evidence

Public Local Inquiry into:

**The National Grid Electricity Transmission Plc (Pitsmoor-Wincobank-Templeborough
275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023**

The Electricity Act 1989 and The Acquisition of Land Act 1981

**STATEMENT OF EVIDENCE PURSUANT TO RULE 15 OF THE COMPULSORY
PURCHASE (INQUIRIES PROCEDURE) RULES 2007**

of

Michelle Robinson

BA (Hons), DipTP, MRTPI

On matters relating to Town and Country Planning

Rev No: 03 and 17 June 2024

On behalf of **On behalf of National Grid Electricity Transmission PLC ("NGET")**

Project Ref: 331201285 | Rev: CC | Date: 17 June 2024

Statement of Evidence
Sheffield Cables CPO



Document Control Sheet

Project Name: Sheffield Cables CPO

Project Ref: 3331201285

Report Title: Statement Of Evidence

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	Name	Position	Signature	Date
Prepared by:	MR	Planning Associate Director	MR	May 24
Reviewed by:	JH	Director	JH	June 24
Approved by:	JH	Director	JH	June 24
For and on behalf of Stantec UK Limited				

Revision	Date	Description	Prepared	Reviewed	Approved
1	May 2024	Draft SOE	MR	JH	
2	May 2024	Revised Draft	MR	JH	JH
3	June 2024	Final	MR	JH	JH

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Figure 1: Shows the Existing Cable Route in Red and the Proposed Cable Route in Blue in the Context of Administrative Boundary

Figure 2: Substation Locations – Pitsmoor, Wincobank and Templeborough

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1 Introduction

1.1 Sheffield Cables CPO

- 1.1.1 My name is Michelle Robinson. I am a Chartered Town Planner. I am an Associate Director at Stantec. I undertake a wide range of professional planning consultancy work including working for National Grid Electricity Transmission plc (National Grid).
- 1.1.2 In particular, I have been supporting National Grid on its proposals relating to the decommissioning of electricity cables between electricity substations at Pitsmoor, Wincobank and Templeborough (the Project) as I understand that they are now at the end of their operational life. The proposed cables fall predominantly within the administrative boundary of Sheffield City Council however a small fraction of the easternmost part of the cable route is within the boundary of Rotherham Metropolitan Borough Council.
- 1.1.3 I hold a Bachelor of Art degree in Town and Country Planning and a post graduate Diploma in Town and Country Planning, both from the University of Newcastle upon Tyne. I have been a Chartered Member of the Royal Town Planning Institute since 2006. I have recent experience as an expert witness acting in local plan Examination in Public and Public Inquiries.
- 1.1.4 My evidence addresses the question of whether there are any planning impediments to the delivery of the Project pursuant to the Order. It covers the planning process and the reliance on permitted development rights following pre-application discussions with Sheffield City Council, in consultation with Rotherham Metropolitan Council.
- 1.1.5 Any cross references to core documents are referenced as per the core document library by CD followed by the relevant number.
- 1.1.6 This statement presented in written form is appended to the evidence being presented by Mr Neal Salomon. No objections have been presented on matters relating to Town and Country Planning. In order to save inquiry time it is proposed my evidence be formally submitted in written form but I could be available to attend and answer any questions or be subject to cross examination during the Public Inquiry if the Inspector or any objector so requires.

2 Qualifications and Experience

2.1 Qualifications

- 2.1.1 My name is Michelle Robinson and I attended the University of Newcastle-upon-Tyne where I gained a BA (Hons) in Town and Country Planning and a post graduate diploma in Town and Country Planning.
- 2.1.2 I am a chartered town planner and have been a full member of the Royal Town Planning Institute since 2006.

2.2 Experience

- 2.2.1 I have over 18 years' experience working in the public sector having previously worked at Rother District Council, Stockton-on-Tees Borough Council and Durham County Council. My latest position in local government was working as Planning Team Leader in the spatial policy team at Durham County Council. My role was predominantly to ensure the Local Plan was capable of adoption following an independent Examination in Public. The Local Plan was subsequently adopted in 2020 and included exceptional circumstances to release Green Belt, 25,000 new homes, 300ha of employment land together with the identification of necessary infrastructure to meet future need.
- 2.2.2 Together with the Local Plan, I was also planning lead in the Council's Town and Villages regeneration programme. During this time, I was party to several Compulsory Purchase Orders including inputting into statements of evidence on the planning policy aspects of Agnus Street, Stanley.
- 2.2.3 Following my time at Durham County Council, I was employed by Barton Willmore as a Planning Associate. Barton Willmore was subsequently acquired by Stantec and I was promoted to Planning Associate Director in April 2024. Since joining Stantec, I undertake a wide range of professional planning consultancy work advising private developers, national and regional housebuilders as well as infrastructure providers such as United Utilities and National Grid.
- 2.2.4 In terms of my role supporting National Grid, I am working on several projects which require environmental and planning input into cable route selection. This involves determining the optimal planning strategy including a planning application and / or reliance upon permitted development rights under the Town and Country Planning (General Permitted Development) (England) Order 2015.

3 Scope of Evidence

- 3.1.1 My proof of evidence covers all matters relating to the planning consents required for the project.
- 3.1.2 The Sheffield Cables 'Project' is the general project name for the decommissioning of electricity cables running between National Grid's electricity substations at Pitsmoor, Wincobank and Templeborough and the installation of new cables between Pitsmoor and Templeborough substations. It is understood that the existing electricity cables are at the end of their operational life. This matter is addressed further in the statements of Mr Spurr and Mr Rogerson.
- 3.1.3 In broad terms, my proof of evidence will explain the planning position for the Project including the adopted planning strategy taken by National Grid. This included a combination of EIA Screening and reliance on permitted development.
- 3.1.4 It will also outline the relevant planning policy support for the Project including national planning policy and Development Plan policy and the approach to mitigation. My proof of evidence will conclude that planning and other consenting matters do not present any impediment to the delivery of the Project.
- 3.1.5 My proof of evidence is set out as follows:
- 3.1.6 **Section 4, Overview of the Project** - An overview description of the various elements of the Project.
- 3.1.7 **Section 5, Planning Approvals**– In this section, I detail the overall approach for the planning strategy for the Project and I will also advise how that has been recognised and accepted by the local planning authority (Sheffield City Council in consultation with Rotherham Metropolitan Borough Council). This section will explain the use of permitted development rights and the EIA screening process. It demonstrates how approval of the planning consents across the Project means there is no impediment to delivery from a planning perspective.
- 3.1.8 **Section 6, Policy Position** – Whilst National Grid are relying on permitted development rights, I also detail the National and local planning policies. This confirms the position that even if permitted development rights had not been secured that there remains local planning policy and national planning policy support and that planning consents would not be an impediment to the delivery of the proposal. This demonstrates clear support for the Project in planning policy terms.
- 3.1.9 **Section 7 – Planning Case for CPO** – I provide an overview of my understanding of the planning case confirming that the necessary planning consents are in place.
- 3.1.10 **Section 8 – Other Consents** – Whilst my evidence focuses on planning consents, I will briefly outline the Street Permit consents required.

3.1.11 **Section 9, Consideration of Objections** – Given there have been no objections regarding the overall approach to planning grounds, I have not provided an outline of any objections.

3.1.12 **Section 10, Summary and Conclusion** – I provide an overall summary and conclusion which I present to the CPO Inspector.

4 Overview of the Project

4.1 Existing Cables

4.1.1 Three below ground 275 kilovolt (kv) transmission electricity cables form part of the 'Sheffield Ring'. The cables are located in the built-up urbanised area of Sheffield, comprising commercial, industrial and residential areas. The current route (west to east) follows the railway track to the A6109, where it diverts south east following the alignment of the A6109 Brightside Lane down to the River Don crossing. At this point, the cable passes over two existing cable bridges, one across the River Don and the other across the Sheffield and Tinsley Canal, before continuing north east along Sheffield Road.

4.1.2 It diverts south east at Ferrars Road, towards Templeborough substation. All three cables are Pirelli 275kV oil filled, lead sheathed cables, commissioned in 1968. It is understood that these cables have an anticipated lifetime of 50 years, and a maximum lifetime of 80 years.

4.2 Proposed Cables

4.2.1 The proposed cables fall predominantly within the administrative boundary of Sheffield City Council however a small fraction of the easternmost part of the cable route is within the boundary of Rotherham Metropolitan Borough Council (as shown in Figure 1).

Figure 1: Shows the Existing Cable Route in Red and the Proposed Cable Route in Blue in the Context of Administrative Boundary

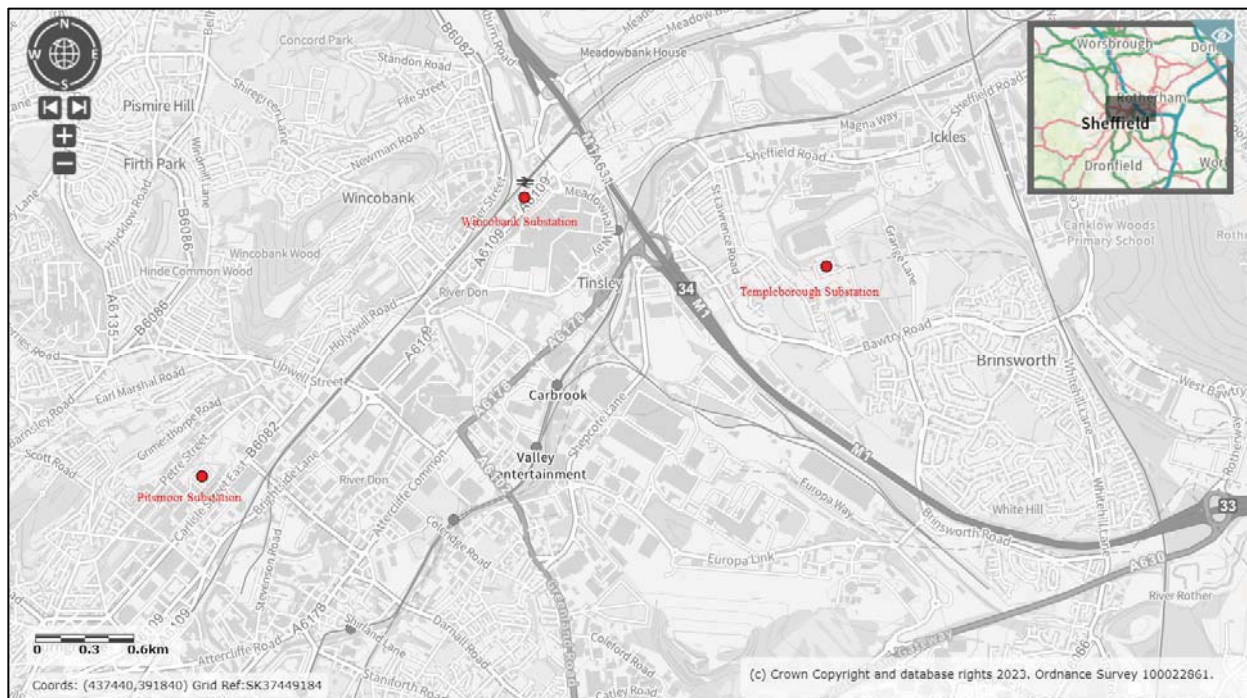


4.2.2 The proposals include:

- Installation of new cable circuits;
- Trenchless solution crossing of the tram line in the vicinity of Blackburn Meadow Way, the River Don and the railway line and the junction of Blackburn Meadow Way and Sheffield Way;
- Decommissioning of existing cable circuits with installation of maintenance pits where required;
- Cable bridge removals;
- Substation cable entries and connections;
- Templeborough substations reconfiguration;
- Removal of tower ZTP001 and downloads; and

4.2.3 Protection and control modifications to the current circuit systems while works are carried out. The three substation locations at Pitsmoor, Wincobank and Templeborough are shown in figure 2 below which are clearly located in the proximity of the proposed cable route.

Figure 2: Substation locations – Pitsmoor, Wincobank and Templeborough



5 Planning Consents

- 5.1.1 This section of my proof sets out the planning position relevant to the Project. The Compulsory Purchase Order is being progressed pursuant to Section 10 and Schedule 3 of the Electricity Act 1989 and the Acquisition of Land Act 1981. The reason for the Project is largely due to the health of the assets of the existing three oil filled cable circuits which was commission in 1968 and now exceed their operational lifespan.
- 5.1.2 The Department for Levelling Up, Housing and Communities' guidance on Compulsory Purchase Process and the Crichel Down Rules (2019), sets out at paragraph 106 the justification needed to support an order to acquire land compulsorily under Section 226(1) of the Town and Country Planning Act 1990. This includes the planning framework providing the justification for an order and this should be as detailed as possible in order to ensure that there are no planning or other impediments to the implementation of the scheme.
- 5.1.3 Furthermore, paragraph 106 of the guidance sets out that any decision made about whether or not to confirm an order under section 226(1) will be made on its merits but factors which the Secretary of State (SoS) can be expected to consider include whether the purpose for which the land is being acquired fits in with the adopted local plan for the area, or where no such up to date Local Plan exists, the draft local plan and NPPF. Also, the extent to which the proposal contributes to the achievement of the promotion or improvement of the economic, social and environmental wellbeing of the area.
- 5.1.4 Whilst the guidance under paragraph 106 is not directly applicable to the Order (which is not made under section 226(1) Town and Country Planning Act 1990 but the Electricity Act 1989), I have nonetheless addressed these matters to the extent relevant below. In particular, I have referred to them to demonstrate that no planning impediment exists in respect of the Project.
- 5.1.5 The following sections set out the planning approach undertaken for the Project. Through dialogue with the local planning authority at Sheffield City Council, in consultation with Rotherham Metropolitan Borough Council, it was agreed that express planning permission was not required. However, in the event that this was not the case and planning permission had to be approved, I find that the proposal is capable of being approved in accordance with the development plan. Together these form the basis for my conclusion that there is no planning impediment.

5.2 Environmental Impact Assessment

- 5.2.1 The planning strategy for the Project involved relying on permitted development rights so far as possible. However, in order to potentially benefit from these, it must first be established that the development proposed is not 'EIA development' (such development being outside the scope of

permitted development rights by virtue of Article 3 of the General Permitted Development Order). In order to determine whether a proposed development is 'EIA development', regard must be had to the Town and Country Planning (Environmental Impact Assessment) Regulations 2017, as amended (the 'EIA Regulations') and the Planning Practice Guidance (PPG)¹. EIA development is development likely to have significant effects on the environment by virtue of factors such as its nature, size or location.

5.2.2 Projects of a type listed in Schedule 1 of the EIA Regulations are always subject to EIA. The proposed development is not of a type listed in Schedule 1.

5.2.3 The project is not listed as 'Schedule 2 development' as described in Regulation 2(1) of the 2017 EIA Regulations. However, given the scale of the proposal Sheffield City Council's view was that it could fall into section 10 Infrastructure projects (b) urban development projects (CD1.9).

5.2.4 Projects listed in Schedule 2 must be subject to EIA where they are likely to have significant effects on the environment by virtue of factors such as its nature, size or location. Therefore, in order to allow Sheffield City Council in consultation with Rotherham Metropolitan Borough Council, to determine the need for EIA, a Screening request was submitted for due consideration.

5.2.5 Regulation 6 of the EIA Regulations requires a screening request to include:

- a plan sufficient to identify the land;
- a description of the development, including in particular:
 - (i) a description of the physical characteristics of the development and, where relevant, of demolition works;
 - (ii) a description of the location of the development, with particular regard to the environmental sensitivity of geographical areas likely to be affected;
- a description of the aspects of the environment likely to be significantly affected by the development;
- to the extent the information is available,
- a description of any likely significant effects;
- of the proposed development on the environment resulting from:

¹ www.gov.uk/guidance/environmental-impact-assessment

- (i) the expected residues and emissions and the production of waste, where relevant; and
 - (ii) the use of natural resources, in particular soil, land, water and biodiversity; and
- such other information or representations as the person making the request may wish to provide or make, including any features of the proposed development or any measures envisaged to avoid or prevent what might otherwise have been significant adverse effects on the environment.
- 5.2.6 The purpose of the Screening Report is to provide sufficient information to the local planning authority to adopt an opinion as to whether the proposed cable replacement works would be likely to result in significant environmental effects or not.
- 5.2.7 Prior to the submission of the Screening Report, a pre-application enquiry was submitted to Sheffield City Council. The proposed scheme and approach was discussed informally with Sheffield City Council. Advice was sought in terms of appropriate consideration by Rotherham Metropolitan Borough Council and Sheffield City Council agreed that they would be the lead authority and consult Rotherham Metropolitan Council.
- 5.2.8 On 07 February 2023, a meeting was held with the Principal Planning Officer. Attendees included myself and the National Grid Consents Manager Aileen Smith. A powerpoint presentation was shared with the Principal Planning Officer and it was agreed that subject to there being no significant environmental effects then the proposals would fall into permitted development rights and would not require planning permission. The only way of testing this was to submit Screening Report to Sheffield City Council and consult Rotherham Metropolitan Council on it.
- 5.2.9 A Screening Opinion Request Report was submitted on 9 February 2023 application reference 23/00628/EIA. The Report included a description of the site and proposed development, a review of the EIA Screening Criteria based on the EIA Regulations and the PPG, a completed EIA Screening Checklist, and a site location plan.
- 5.2.10 After due consultation and consideration, Sheffield City Council concluded on 16 March 2023 (CD1.9):
- “Based on the evidence available it is concluded that the proposed impacts are likely to be localised and the effect would not be significant in EIA terms. An Environmental Statement is therefore not required.
- The development would not require planning permission, being permitted development, as set out under Schedule 2, Part 15, Class B of the Town and Country Planning (General Permitted Development Order) 2015 (Development by statutory undertakers for the***

generation, transmission, distribution or supply of electricity for the purposes of their undertaking).”

- 5.2.11 Following the appointment of contractors by National Grid, it became apparent that the red line boundary would need to be altered in order to undertake the works. On 07 September 2023, I submitted an updated request for a Screening Opinion to Sheffield City Council.
- 5.2.12 The updated request for a Screening Opinion was given a new reference number 23/03573/EIA. The Council’s updated Screening Opinion was issued on 24 November 2023 (CD1.9) and concluded:

“Based on the evidence available it is concluded that the impacts of the proposed development are likely to be localised and the environmental effects of the project would not be significant in EIA terms. **An Environmental Statement is therefore not required** and the development is not EIA development in the opinion of the Local Planning Authority. Rotherham Metropolitan Borough Council did not provide any comments.

The development would not require planning permission, being permitted development, as set out under Schedule 2, Part 15, Class B of the Town and Country Planning (General Permitted Development Order) 2015 (Development by statutory undertakers for the generation, transmission, distribution or supply of electricity for the purposes of their undertaking).”

5.3 Permitted Development Rights

- 5.3.1 Given the Project was deemed by Sheffield City Council not to be EIA development Article 3 of the GPDO was not invoked. Article 3 stipulates that there is not permitted development for anything which requires Environmental Impact Assessment. Sheffield City Council’s view was that given the proposal was not EIA development, permitted development rights could be relied upon.
- 5.3.2 The rights relied upon by National Grid are the Town and Country Planning (General Permitted Development) Order 2015, Part 15 – Class B - Development by statutory undertakers for the generation, transmission or supply of electricity for the purposes of their undertaking consisting of:
- (a) the installation or replacement in, on, over or under land of an electric line and the construction of shafts and tunnels and the installation or replacement of feeder or service pillars or transforming or switching stations or chambers reasonably necessary in connection with an electric line;

- (b) the installation or replacement of any electronic communications line which connects any part of an electric line to any electrical plant or building, and the installation or replacement of any support for any such line;
- (c) the sinking of boreholes to ascertain the nature of the subsoil and the installation of any plant or machinery reasonably necessary in connection with such boreholes;
- (d) the extension or alteration of buildings on operational land;
- (e) the erection on operational land of the [F1undertaking of] a building solely for the protection of plant or machinery;
- (f) any other development carried out in, on, over or under the operational land of the undertaking.

5.4 GPDO 2015, Part 15, Class B 1 – B4

5.4.1 Alongside development which is permitted, the GPDO also sets out a series of conditions against which development is not permitted development. Development which is not permitted by Class B is as follows:

B.1

(a) in the case of any Class B(a) development –

- (i) it would consist of or include the installation or replacement of an electric line to which section 37(1) of the Electricity Act 1989 (consent required for overhead lines) applies; or
- (ii) it would consist of or include the installation or replacement at or above ground level or under a highway used by vehicular traffic, of a chamber for housing apparatus and the chamber would exceed 29 cubic metres in capacity.

(b) in the case of any Class B(b) development –

- (i) the development would take place in a National Park, an area of outstanding natural beauty, or a site of special scientific interest;
- (ii) the height of any support would exceed 15 metres; or
- (iii) the electronic communications line would exceed 1,000 metres in length;

(c) in the case of any Class B9d) development –

- (i) the height of the original building would be exceeded;

(ii) the cubic content of original building would be exceeded by more than 25% or, in the case of any building on article 2(3) land, by more than 10%, or

(iii) the floor space of the original building would be exceeded by more than 1,000 square metres or, in the case of any building on article 2(3) land, by more than 500 square metres;

(d) in the case of any Class B€ development, the building would exceed 15 metres in height; or

(e) in the case of any Class B9f) development it would consist of or include –

(i) the erection of a building, or the reconstruction or alteration of a building where its design or external appearance would be materially affected, or

(ii) the installation or erection by way of addition or replacement of any plant or machinery exceeding 15 metres in height or the height of any plant or machinery replaced, whichever is greater.

5.4.2 The ‘electric line’ for the project will be installed underground and therefore Section 37(1) of the Electricity Act 1989 does not apply. Furthermore, no chambers exceeding 29 cubic metres will be installed above ground or under the highway as part of the project. No other restrictions are triggered.

5.4.3 Class B(a) would therefore permit the following components of the Project:

- Installation of new 275kV electric cables, joint bays and monitoring kiosks between Wincobank and Pitsmoor 275kV substations.
- Installation of new 275kV electric cables, joint bays and monitoring kiosks between Wincobank and Templeborough 275kV substations.
- A horizontal directional drill (HDD) to install cables under the River Don.
- Minor works for cable connections at substations.

5.5 GPDO 2015, Part 4, Class A, A 1 – A2

5.5.1 The need for a temporary construction compound located on the former steel works site towards the western extent of the route is deemed to be permitted development under the Town and Country Planning (General Permitted Development) 2015, Part 4, Class A.

5.5.2 Class A permits the provision on land or building buildings, moveable structures, works, plants or machinery required temporarily in connection with and for the duration of operations being or to be carries out on, in, under or over that land or on land adjoining that land unless subject to the following restrictions:

A.1 Development is not permitted by Class A if –

(a) in the case of any Class A(b) development involving the installation of a structure for housing apparatus exceeding 29 cubic metres in capacity, that installation would be carried out at or above ground level, or under a highway used for vehicular traffic;

(b) in the case of any Class A9c) development –

(i) the borehole is shown in an order approved by the Secretary of State for the purpose of section 4(6) of the Gas Act 1965; or

(ii) any plant or machinery would exceed 6 metres in height;

(c) in the case of any Class A€ development, the building would exceed 15 metres in height; or

(d) in the case of any Class A(f) development –

(i) it would consist of or include the erection of a building, or the reconstruction or alteration of a building where its design or external appearance would be materially affected;

(ii) it would involve the installation of plant or machinery exceeding 15 metres in height, or capable without the carrying out of additional works of being extended to a height exceeding 15 metres;

(iii) it would consist of or include the replacement of any plant or machinery, by plant or machinery exceeding 15 metres in height or exceeding the height of the plant or machinery replaced, whichever is greater.

A.2 Development is permitted by Class A subject to the following conditions –

(a) in the case of any Class A(a) development, not less than 8 weeks before the beginning of operations to lay a notifiable pipe-line, the gas transporter must give notice in writing to the local planning authority of its intention to carry out that development, identifying the land under which the pipe-line is to be laid;

(b) in the case of any Class A(d) development, on completion of the laying or construction of the main or pipe, or at the expiry of a period of 9 months from the beginning of the development, whichever is the sooner, any pipes or other apparatus still stored on the land are removed and the land restored as soon as reasonably practicable to its condition before the development took place (or to any other condition which may be agreed with the local planning authority); and

(c) in the case of any Class A(e) development, approval of the details of the design and external appearance of the building must be obtained, before the development is begun, from—

(i) in Greater London or a metropolitan county, the local planning authority,

(ii) in a National Park, outside a metropolitan county, the county planning authority,

(iii) in any other case, the district planning authority

5.5.3 There are no mining operations proposed and the works associated with the installation of cables and extensions are permitted development following the agreement of Sheffield City Council. The construction compounds and associated structures will be removed following construction works and the contractor will reinstate the land, to the condition it was before the development was carried out, in agreement with individual landowners, upon completion of the works.

5.6 GPDO 2015, Part 2, Class B

5.6.1 Given the majority of the replacement cables run under the existing road network throughout the urban area of Sheffield, and to a lesser extent Rotherham, the construction phase of the development is permitted under the Town and Country Planning (General Permitted Development) 2015, Part 2, Class B.

6 Planning Policy Position

6.1.1 The project does not require planning permission as confirmed by Sheffield City Council in consultation with Rotherham Metropolitan Borough Council. However, even in the event that permitted development rights could no longer be relied upon for unforeseen reasons, the project would still meet the requirements of the development plan and national policy as a material consideration.

6.2 Sheffield City Council's Local Policy Position

6.2.1 The vast majority of the cable route falls within the administrative area of Sheffield City Council. The development plan comprises of the Sheffield Core Strategy (adopted March 2009) (CD5.11) and the 'saved' policies from the Sheffield Unitary Development Plan (1998) (CD5.12)

6.2.2 Objective S8.1 sets out that there should be efficient use of existing transport infrastructure and also of water, electricity, gas and telecommunications infrastructure. The reference to infrastructure is a key thread which runs throughout the development plan in terms of being required to support existing and proposed new development.

6.2.3 The emerging Sheffield Plan was subject to Regulation 19 consultation in February 2023 and was submitted for an Examination in Public in October 2023. Hearing sessions are to commence later this month.

6.2.4 The approach to the weight to be afforded to emerging plans is set out at paragraph 48 of the NPPF (CD5.8). Local planning authorities may give weight to relevant policies in emerging plans according to:

- The stage of preparation of the emerging plan (the more advanced its preparation, the greater the weight that may be given);
- The extent to which there are unresolved objections to relevant policies (the less significant the unresolved objections, the greater weight that may be given); and
- The degree of consistency of the relevant policies in the emerging plan to this Framework (the closer the policies in the emerging plan to the policies in the Framework, the greater the weight may be given).

6.2.5 The examining Inspectors have raised Matters, Issues and Questions with regard to policy IN1 seeking views on whether the policy is fully justified. Given the advanced stage of preparation, and the limited number of responses to the Inspector's Matters, Issues and Questions (4no. in total including Sheffield Council) and the degree of consistency of the relevant policies against the NPPF, I afford emerging policy IN1 with moderate weight.

- 6.2.6 I afford the emerging Local Plan Policy IN1 Infrastructure Provision moderate weight which reads:

Necessary infrastructure will be provided to support the delivery of the scale of growth and development in the locations proposed within the plan (see policies SP1, SP2 and SP3; and Policies SA1 to SA9).

Infrastructure provision will be categorised and prioritised according to its importance in enabling development. Categories of infrastructure will be 'Essential', 'Required', 'Important', and 'Supportive'.

Infrastructure priorities will include:

Utilities – working in collaboration with statutory providers to ensure that electricity, gas, water, waste water, heat supply, and renewable and low carbon energy generation and distribution networks have sufficient provision, capacity and resilience to manage additional needs arising from planned growth. Specific focus will be on ensuring that networks continue to meet demands, whilst also helping to meet the Council's objectives as part of declaring a climate change emergency and targets for achieving net zero carbon.

6.3 Rotherham Metropolitan Borough Council's Local Policy Position

- 6.3.1 As a small section of the cable falls within the administrative area of Rotherham Metropolitan Borough Council area it is therefore also important to set out the planning policy position in Rotherham also. The development plan includes the Core Strategy (adopted 2014) and the Sites and Policies document (adopted 2018) (CD5.13).

- 6.3.2 The Core Strategy includes policy CS 32: Infrastructure Delivery and Developer Contributions. The policy includes a strong reference to:

"The Council will work with infrastructure providers and developers to ensure the timely delivery of infrastructure to support growth."

- 6.3.3 The supporting text continues and includes specific reference to electricity in the context of sustainable communities:

*"Creating sustainable communities is about providing the necessary supporting 'infrastructure' which includes, amongst others, **utility services** (such as **electricity**, gas, water and sewerage), transport, schools, open space, green infrastructure, community, emergency services, flood protection, health and leisure, and ecosystem services. These services are provided by a range of organisations but provision needs to be integrated so it can meet the needs of existing and future communities."*

6.3.4 There are no known neighbourhood plans of relevance to the Sheffield Cables scheme.

6.4 National Policy Position

6.4.1 National Planning Policy Framework (NPPF) (CD5.8) sets out the Government's planning policies for England and how these should be applied. It is a material consideration on planning applications. The NPPF at paragraph 08 is clear that to achieve sustainable development includes supporting infrastructure in a sustainable manner. This is particularly the case for the economic objective which refers to the need for coordinating the provision of infrastructure as a part of building a strong, responsive and competitive economy. In terms of plan making, strategic policies should set out an overall strategy and make sufficient provision for infrastructure including energy.

6.4.2 The NPPF at paragraph 39 sets out that pre-application engagement has significant potential to improve the efficiency and effectiveness of the planning application system for all parties. Paragraph 43 advises that the right information is crucial to good decision making.

6.4.3 As set out within the Statement of Case (CD1.11), the UK Government recognises the importance and urgency of new energy developments and has published a series of National Policy Statements (NPS) which set out national policy for nationally significant energy infrastructure. This recognises the importance of providing affordable, reliable and sustainable energy. Whilst the Energy NPS applies specifically to Nationally Significant Infrastructure Projects, they may also be deemed to be a material considerations. As such, the NPS for Energy (NPS EN-1) is a material consideration and offers national support for this project.

6.4.4 NPS EN-1 was updated in January 2024 and is the overarching NPS for Energy. It establishes the Government's policy for delivering major energy infrastructure. Essentially there is national recognition that the sufficient supply of electricity is needed at both a local and national level in order to support economic prosperity and social well-being. NPS EN-1 also recognises the need to adapt and evolved to cope with added demand included as part of the transition to net zero.

6.5 Planning Policy Position Summary

6.5.1 The project is permissible under permitted development rights. However as demonstrated in the planning policy section above, even if this was not the case, the development is capable of being approved under the development plan for both Sheffield City Council and Rotherham Metropolitan Borough Council. The development is also supported by national planning policy as a material planning consideration.

7 Planning Case for CPO

- 7.1.1 Given Sheffield City Council's view (in consultation with Rotherham Metropolitan Borough Council) that the proposed development does not constitute EIA development, it is my firm view that the development falls within permitted development rights. There are therefore no planning impediments which would prevent the development from taking place.
- 7.1.2 Given the planning policy position and the need case (set out in full in the Statement of Case CD1.11) to support continued growth across both Sheffield City and Rotherham, there is a clear compelling case in the public interest to undertake these works from a planning perspective.
- 7.1.3 It is notable that there have been no objections raised to either Screening Request 23/00628/EIA or 23/03573/EIA. Both Screening Requests were made publicly available on Sheffield City Council's planning portal.
- 7.1.4 Whilst it is inevitable that there will be some disruption as part of the construction works, it is my view that there is a compelling planning case which is in the public's interest particularly compounded given the age of the existing oil filled cables.

8 Other Considerations

8.1 Biodiversity Net Gain

- 8.1.1 Further benefits will result from National Grid's commitment to provide biodiversity net gain across the wider locality.
- 8.1.2 The route has been chosen to minimise any known environmental constraints and has been carefully design to cause the least environmental impact. Even though the development does not require planning permission, National Grid have a corporate commitment to achieving at least 10% biodiversity net gains.
- 8.1.3 In order to calculate the 10% BNG requirement, the DEFRA biodiversity metric has been used to calculate the net gain requirements. Discussions have been on-going with Sheffield City Council to determine the best method for securing the net gains. It is understood that this will be secured via Section 111 Local Government Act 1972 in the first instance and the drafting of this agreement is underway.
- 8.1.4 If planning permission was required, then the 10% biodiversity net gain is achievable as set out above.

8.2 Street Permits

- 8.2.1 The cable replacement route is largely within the public highway controlled by Sheffield City Council. The highway along Chapel Dike Public Right of Way is within Rotherham Metropolitan Borough Council area. It is understood that the works undertaken in the public highway will be undertaken via a Street Works Permit granted by the relevant local highway authority which the contractor must apply for each time a tranche of works is proposed.
- 8.2.2 The responsibility for securing the permits have been taken on by the contractor. Weekly meetings are held and it is understood that no concerns have been raised by the Councils in this aspect.

9 Conclusion

9.1 Summary and Conclusion

9.1.1 I was appointed by National Grid to advise and support the Sheffield cables project from a planning perspective.

9.1.2 The proposed cables fall predominantly within the administrative boundary of Sheffield City Council however a small fraction of the easternmost part of the cable route is within the boundary of Rotherham Metropolitan Borough Council.

9.1.3 The proposals include:

- Installation of new cables between Wincobank and Pitsmoor substations and Wincobank and Templeborough substations;
- A horizontal directional drilled (HDD) cable under the River Don;
- Removal and decommissioning of two existing cable bridges over the Sheffield and Tinsley Canal and the River Don;
- Purging of oil from redundant cables after which the cables are to remain in situ unless cable removed; and
- Minor works for cable connections including the installation of above ground link pillars (kiosks) at joint bays on the new cable routes.

9.1.4 An initial Screening Report was submitted on 9 February 2023 application reference 23/00628/EIA and Sheffield City Council concluded that the proposal did not constitute EIA development and permitted development rights could be relied upon.

9.1.5 Following the appointment of contractors, the redline boundary of the initial Screening Report had altered. An updated request for a Screening Opinion was submitted in September 2023 new reference number 23/03573/EIA. The updated redline boundary did not change the Council's view that the proposal did not constitute EIA development and permitted development rights could be relied upon.

9.1.6 It is my professional view that there are no planning impediments which would prevent the successful implementation of the proposal as the works can be undertaken under permitted development rights.

9.1.7 There are significant benefits from the proposal and no objections have been raised to the EIA Screening Requests.

10 Declaration

10.1.1 I confirm that the opinions expressed in this statement of evidence are my true and professional opinions.



Signed

Dated 17 June 2024

Appendix 2

Modifications to the Order

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme)
Compulsory Purchase Order 2023**

The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023

The Electricity Act 1989

The Acquisition of Land Act 1981

National Grid Electricity Transmission PLC (company registration number 02366977 and in this Order called the "Acquiring Authority") makes the following Order-

- 1 Subject to the provisions of this Order, the Acquiring Authority is under section 10 and paragraph 1 of Schedule 3 of the Electricity Act 1989 ("the 1989 Act) hereby authorised to purchase compulsorily the land and the new rights over land described in paragraph 2 for the purposes of carrying on the activities authorised by its transmission licence under the 1989 Act, and more particularly for the purpose of decommissioning and replacing the existing underground electricity cables between Pitsmoor-Wincobank-Templeborough and associated works.
- 2 The land and new rights to be acquired:
 - (a) The land authorised to be purchased compulsorily under this Order is described in Table 1 of the Schedule hereto and delineated and shown coloured light pink and edged red on a map prepared in duplicate, sealed with the common seal of the Acquiring Authority and marked "Map referred to in the National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023".
 - (b) The new rights to be purchased compulsorily over the land under this Order are described in Table 1 of the Schedule hereto in accordance with the definitions set out in paragraph 4 below. The land over which the new rights are to be purchased compulsorily is shown coloured light blue and edged red on the said map in accordance with the nature of rights described at paragraph 4 below.
- 3 Parts 2 and 3 of Schedule 2 to the Acquisition of Land Act 1981 are hereby incorporated into the Order, and references in the said Parts 2 and 3 to "the undertaking" shall be construed as including the works to be constructed by the Acquiring Authority in, on, over and under the land subject to this Order.
- 4 Where pursuant to this Order a new right is acquired by the Acquiring Authority it shall be exercisable at all times by the Acquiring Authority, its successors in title, lessees, licencees, assigns and those deriving title from them and all persons authorised by any of these.
- 5 In the Schedule to this Order, where a party's interest has already been identified and described in a plot then if they are identified in a later plot their address has not been repeated.
- 6 In Table 1 to the Order the following terms shall have the following meanings:

**The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme)
Compulsory Purchase Order 2023**

Defined Term	Description of Right
Cable Rights	<p>All rights necessary for the purposes of or incidental to the construction, installation, operation and decommissioning of electricity cables and the associated electricity infrastructure including fibre optic and Distributed Temperature Sensor fibre cabling together with any necessary auxiliary apparatus as required (hereinafter referred to as the Electric Cables), including:</p> <ol style="list-style-type: none"> 1. the right to excavate, construct and install the Electric Cables in, on, under or over the land, including ducting and using trenchless techniques such as horizontal directional drilling; 2. the right to decommission and/or remove existing electric cables, associated electricity infrastructure, electrical plant, structures and apparatus from that land; 3. the right to acquire any rights of profit a prendre which conflict with the operation of the cable rights, so as to suspend their operation during the exercise of the Cable Rights, to enable their execution without conflict with rights of profit a prendre but not otherwise; 4. the right to carry out ground strengthening and stabilisation works; 5. the right to excavate, construct and install Monitoring Pits in, on or under the land; 6. the right to access the land for the purposes of or incidental to surveying, constructing, installing, commissioning, operating, inspecting, maintaining, repairing, altering, renewing, replacing, removing or decommissioning the Electric Cables with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 7. the right to test and commission the Electric Cables and to remedy initial faults and defects in them at any time prior to the date on which it is energised and ready for commercial operation; 8. the right to retain, commission, operate, inspect, maintain, repair, alter, renew, replace, reinstate, make safe and remove or decommission the Electric Cables; 9. the right to all necessary rights of support for the Electric Cables and to prevent any works on or use of the land which may interfere with or damage or cause injury to the Electric Cables or which interferes with or obstructs access to the Electric Cables; 10. the right with or without vehicles, plant and equipment to carry out mitigation planting, maintaining and monitoring; 11. the right to enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); 12. the right to carry out archaeological, environmental and/or ecological mitigation and/or works; 13. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking; 14. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment; 15. the right to construct, lay down, use and remove temporary access roads and work areas including any necessary temporary bridging, culverting or diversion of water courses and drains;

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	<p>16. the right to facilitate a footpath and/or cyclepath diversion;</p> <p>17. the right to erect and remove fencing, gates, hoardings, signage or other infrastructure;</p> <p>18. the right to install, use and remove security apparatus including cameras, audible warning systems any other necessary security apparatus;</p> <p>19. the right to erect and remove temporary lighting, temporary welfare structures and generators;</p> <p>20. the right to install and remove protection measures for third party structures/assets, including scaffolding;</p> <p>21. the right to divert and remove services and utilities;</p> <p>22. the right to install, use and remove artificial lighting;</p> <p>23. the right to carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems and to discharge water into existing drains and watercourses;</p> <p>24. the right with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted; and</p> <p>25. the right to reinstate the land and to monitor reinstatement works.</p> <p>The Cable Rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as may be necessary PROVIDED THAT the 'rights corridor' within which the Electric Cables shall be installed, retained and operated shall not exceed:</p> <ul style="list-style-type: none"> • 20m in width where trenchless installation techniques, such as horizontal directional drilling, are used for a single circuit; • 10m in width in all other cases; <p>PROVIDED FURTHER THAT the width restrictions at paragraphs 1 and 2 above shall not apply to the acquisition of any other rights described above, which rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as may be necessary.</p>
<p>Construction and Operational Access Rights</p>	<p>All rights necessary to:</p> <ol style="list-style-type: none"> 1. access the land and adjoining Order land for the purposes of or incidental to the preparation, construction, installation and commissioning of the Electric Cables, decommissioning or removal of existing electric cables and associated electricity infrastructure, electrical plant, structures and apparatus from that land and for the purposes of operating, inspecting, maintaining, repairing, altering, renewing, replacing, removing or decommissioning the Electric Cables, carrying out dewatering and drainage works and

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	<p>installing, altering or reinstating land drainage systems with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel;</p> <p>2. carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary lighting, temporary welfare structures, generators, temporary traffic signage and associated traffic management, temporary bridging, culverting or diversion of watercourses and drains, erecting fencing and gates, carrying out security operations, carrying out earth works, removing structures or apparatus, modifying road verges, junctions and bellmouths and installing, using, altering, diverting, and removing services and utilities; and</p> <p>3. with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted.</p> <p>4. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking;</p>
Decommissioning and Access Rights	<p>All rights necessary to:</p> <p>1. access the land and adjoining Order land for the purposes of or incidental to and to undertake the decommissioning or removal of existing electric cables and associated electricity infrastructure including bridges, carrying out de-watering and drainage works and installing, altering or reinstating land drainage systems with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel;</p> <p>2. carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary lighting, temporary welfare structures, generators, temporary traffic signage and associated traffic management, temporary bridging, culverting or diversion of watercourses and drains, erecting fencing and gates, carrying out security operations, carrying out earth works, removing structures or apparatus, modifying road verges, junctions and bellmouths and installing, using, altering, diverting, and removing services and utilities; and</p> <p>3. with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted.</p> <p>4. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment;</p> <p>5. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking;</p>
Construction and Compound Rights	All rights necessary for the purposes of or incidental to the construction, installation and commissioning of the Electric Cables and the decommissioning or removal of existing electric cables, associated electricity infrastructure, electrical plant, structures and apparatus including:-

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- ~~1.—the right to access the land and adjoining Order land for the purposes of constructing, placing and installing the Electric Cables, carrying out de-watering and drainage works and installing, altering or reinstating land drainage systems and commissioning the Electric Cables with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel;~~
- ~~2.—the right to carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of watercourses and drains, erecting fencing and gates, carrying out security operations, carrying out earth works, removing buildings or structures or apparatus, modifying road verges and junctions and installing, using, altering, diverting, protecting, and removing services and utilities;~~
- ~~3.—the right to erect, construct, use and remove a works compound which may include portable cabins and offices, and welfare facilities including portable toilets and electricity generators and the right to undertake ground strengthening or stabilisation works and to remove topsoil, adjust the height of the land and lay temporary surfaces to facilitate the exercise of those rights;~~
- ~~4.—the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment;~~
- ~~5.—the right to facilitate the horizontal directional drilling works where necessary with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel;~~
- ~~6.—the right to store, stockpile and, where necessary, use, manage and process plant, machinery, apparatus, materials (including excavated material) and/or equipment;~~
- ~~7.—the right to erect and remove fencing, gates, hoardings, signage or other infrastructure to secure the compound;~~
- ~~8.—the right to install, use and remove security apparatus including cameras, audible warning systems any other necessary security apparatus;~~
- ~~9.—the right to carry out de-watering and drainage works and install, alter or reinstate land drainage systems;~~
- ~~10.—the right to erect, use and remove septic tanks, soakaways and associated infrastructure and the right to treat effluent from site cabins and to discharge effluent into a soakaway;~~
- ~~11.—the right to discharge water into existing drains, watercourses and attenuation ponds;~~
- ~~12.—the right to install, use and remove artificial lighting;~~
- ~~13.—the right to install, use, alter, divert and remove services and utilities;~~
- ~~14.—the right to facilitate a footpath and/or cyclepath diversion;~~
- ~~15.—the right to install, use, alter and remove temporary traffic signage and associated equipment to manage construction traffic;~~
- ~~16.—the right to enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land);~~
- ~~17.—the right to carry out archaeological, environmental and/or ecological mitigation and/or works;~~
- ~~18.—the right with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove, or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted;~~
- ~~19.—the right to reinstate the land and to monitor reinstatement works; and~~

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	20.—the right of support and protection for the compound—
Drainage Rights-	All rights necessary to carry out de-watering and drainage works and install, retain, inspect, maintain, alter, reinstate or remove land drainage systems in, on or over the land, including the right to access the land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel and the right to cut vegetation and remove obstacles which obstruct or interfere with the exercise of those rights—
Monitoring Pit Rights	<p>In respect of any existing cables which are decommissioned all rights necessary to:</p> <ol style="list-style-type: none"> 1. excavate, construct and install Monitoring Pits in, on or under the land; 2. the right to decommission and/or remove existing Monitoring Pits, associated electricity infrastructure, electrical plant, structures and apparatus from that land; 3. the right to acquire any rights of profit a prendre which conflict with the operation of the Monitoring Pit rights, so as to suspend their operation during the exercise of the Monitoring Pit Rights, to enable their execution without conflict with rights of profit a prendre but not otherwise; 4. the right to carry out ground strengthening and stabilisation works; 5. the right to access the land for the purposes of or incidental to surveying, constructing, installing, commissioning, operating, inspecting, maintaining, repairing, altering, renewing, replacing, removing or decommissioning the Monitoring Pits with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 6. the right to retain, commission, inspect, maintain, repair, alter, renew, replace, reinstate, make safe and remove or decommission the Monitoring Pit; 7. the right to all necessary rights of support for the Monitoring Pit and to prevent any works on or use of the land which may interfere with or damage or cause injury to the Monitoring Pit or which interferes with or obstructs access to the Monitoring Pit; 8. the right with or without vehicles, plant and equipment to carry out mitigation planting, maintaining and monitoring; 9. the right to enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); 10. the right to carry out archaeological, environmental and/or ecological mitigation and/or works; 11. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking; 12. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment; 13. the right to construct, lay down, use and remove temporary access roads and work areas including any necessary temporary bridging, culverting or diversion of water courses and drains; 14. the right to facilitate a footpath and/or cyclepath diversion; 15. the right to erect and remove fencing, gates, hoardings, signage or other infrastructure;

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	<ol style="list-style-type: none">16. the right to install, use and remove security apparatus including cameras, audible warning systems any other necessary security apparatus;17. the right to erect and remove temporary lighting, temporary welfare structures and generators;18. the right to install and remove protection measures for third party structures/assets, including scaffolding;19. the right to divert and remove services and utilities;20. the right to install, use and remove artificial lighting;21. the right to carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems and to discharge water into existing drains and watercourses; and22. the right with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted;23. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking;
<p>For the purposes of this definitions table and the Order</p> <p>"electricity infrastructure" means the underground cables (including wires, earth wires, fibre optic cables and other communication cables, pipes, coatings and ducts), connections, cable draw pits, cable joints, cable marker posts, cable terminals, earth bonding and tape, drains, culverts, fibre optic pits, inspection boxes, trenches, marking bands, protective boards or tiles, jointing pits, link boxes, manholes, monitoring equipment, apparatus, conductors, supports, plant, equipment, pillars, warning tape, sheaths and other underground or overground equipment and apparatus associated with or ancillary to such underground cable</p>	

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Table 1

Number on Map (1)	Extent, description and situation of the land (2)	Qualifying persons under section 12(2)(a) of the Acquisition of Land Act 1981 – name and address (3)			
		Owners or reputed owners	Lessees or reputed Lessees	Tenants or reputed tenants (other than lessees)	Occupiers
8-02	Construction and Operational Access Rights in respect of approximately 211 square metres of garden and driveway land at 197 Ferrars Road, Sheffield	Coppen (Estates) Limited See address at plot 8-01	[REDACTED]	None	[REDACTED]
8-03	Construction and Operational Access Rights and Decommissioning Access Rights in respect of approximately 207 square metres of garden and driveway land at 199 Ferrars Road, Sheffield	Coppen (Estates) Limited See address at plot 8-01	[REDACTED]	None	[REDACTED]
8-04	Cable Rights in respect of approximately 8 square metres of land at footpath SHE/452 off Ferrars Road, Sheffield	Unknown in respect of surface Coppen (Estates) Limited presumed in respect of sub-surface See address at plot 8-01	None	None	Sheffield City Council in respect of public footpath SHE/452 See address at plot 1-01


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Table 2

Number on Map (4)	Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 (5)		Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 – not otherwise shown in Tables 1 & 2 (6)	
	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
5-05	None	None	<p>The Trustees of The Hospital of Gilbert, Earl of Shrewsbury at Sheffield c/o Barber Harrison & Platt, 2 Rutland Park, Sheffield, S10 2PD Charity No. 221644</p> <p></p> <p>National Grid Electricity Transmission PLC See address at plot 1-01</p>	<p>In respect of a transfer dated 12 May 1998 containing restrictive covenants</p> <p>In respect of a transfer dated 29 November 2007</p> <p>In respect of rights granted by a deed dated 19 July 1972</p>

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Table 2

Number on Map (4)	Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 (5)		Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 – not otherwise shown in Tables 1 & 2 (6)	
	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
5-06	None	None	<p>Sheffield City Council Town Hall, Pinstone Street, Sheffield S1 2HH</p> <p></p> <p>The Trustees of The Hospital of Gilbert, Earl of Shrewsbury at Sheffield See address at plot 5-05</p> <p>National Grid Electricity Transmission PLC See address at plot 1-01</p>	<p>In respect of rights granted by a transfer dated 31 March 2009</p> <p>In respect of a transfer dated 09 September 2008 and a transfer dated 31 March 2009</p> <p>In respect of a transfer dated 12 May 1998</p> <p>In respect of rights granted by a deed dated 19 July 1972</p>

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Table 2

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	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
5-07	None	None	<p>National Grid Electricity Transmission PLC See address at plot 1-01</p> <p>The Trustees of The Hospital of Gilbert, Earl of Shrewsbury at Sheffield See address at plot 5-05</p> <p>[REDACTED]</p>	<p>In respect of rights granted by a deed dated 19 July 1972</p> <p>In respect of a transfer dated 12 May 1998 containing restrictive covenants</p> <p>In respect of a transfer dated 09 September 2008</p>
5-08	None	None	<p>The Trustees of The Hospital of Gilbert, Earl of Shrewsbury at Sheffield See address at plot 5-05</p> <p>[REDACTED]</p>	<p>In respect of a transfer dated 12 May 1998 containing restrictive covenants</p> <p>In respect of a transfer dated 31 March 2009</p>
5-09	None	None	<p>National Grid Electricity Transmission PLC See address at plot 1-01</p> <p>Unknown</p>	<p>In respect of rights granted by a deed dated 19 July 1972</p> <p>In respect of a conveyance dated 25 March 1988</p>
5-10	None	None	None	None

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Table 2

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	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
6-03	None	None	<p>Unknown</p> <p>BOC Limited Forge, 43 Church Street West, Woking, Surrey, England, GU21 6HT Co. Reg. No. 00337663</p> <p>Yorkshire Water Services Limited See address at plot 5-15</p> <p>The Sheffield City Council See address at plot 5-06</p>	<p>In respect of rights granted by a deed dated 23 November 1973</p> <p>In respect of rights granted by a deed dated 19 January 1978</p> <p>In respect of rights granted by a deed dated 25 February 1981</p> <p>In respect of rights granted by a deed dated 13 October 2015</p>

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Table 2

Number on Map (4)	Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 (5)		Other qualifying persons under section 12(2a) of the Acquisition of Land Act 1981 – not otherwise shown in Tables 1 & 2 (6)	
	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
6-04	None	None	<p>Unknown</p> <p>BOC Limited See address at plot 6-02</p> <p>Yorkshire Water Services Limited See address at plot 5-15</p> <p>The Sheffield City Council See address at plot 5-06</p>	<p>In respect of rights granted by a deed dated 23 November 1973</p> <p>In respect of rights granted by a deed dated 19 January 1978</p> <p>In respect of rights granted by a deed dated 25 February 1981</p> <p>In respect of rights granted by a deed dated 13 October 2015</p>
6-05	None	None	None	None
6-05a	None	None	None	None

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Table 2

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	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
6-15	Northern Power Grid (Yorkshire) PLC See address at plot 1-01	In respect of a cation registered on 18 June 2010 under title number SYK577313	None	None
7-01	None	None	None	None
7-02	National Grid Electricity Transmission PLC See address at plot 1-01	In respect of a unilateral notice dated 04 October 2013	Network Rail Infrastructure Limited See address at plot 5-11 Ordic Investments Limited See address at plot 6-06 Unknown	In respect of a conveyance dated 30 May 1972 and conveyance dated 28 March 1973 In respect of a transfer dated 15 November 2017 In respect of a conveyance dated 21 September 1838
7-03	None	None	Unknown BOC Limited <i>See address at plot 6-03</i> Yorkshire Water Services Limited See address at plot 5-15 The Sheffield City Council See address at plot 5-06	In respect of a deed dated 23 November 1973 In respect of a deed dated 19 January 1978 In respect of a deed dated 25 February 1981 In respect of a deed dated 13 October 2015

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Table 2

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	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
7-04	None	None	Canal and River Trust See address at plot 6-07	In respect of a presumed right of access to the canal
7-05	None	None	Unknown BOC Limited See address at plot 6-03 Yorkshire Water Services Limited See address at plot 5-15 The Sheffield City Council See address at plot 5-06	In respect of a deed dated 23 November 1973 In respect of a deed dated 19 January 1978 In respect of a deed dated 25 February 1981 In respect of a deed dated 13 October 2015
7-06	None	None	Unknown BOC Limited See address at plot 6-03 Yorkshire Water Services Limited See address at plot 5-15 The Sheffield City Council See address at plot 5-06	In respect of a deed dated 23 November 1973 In respect of a deed dated 19 January 1978 In respect of a deed dated 25 February 1981 In respect of a deed dated 13 October 2015

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Table 2

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	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
8-06	<p>Together Commercial Finance Limited Lake View, Lakeside, Cheadle SK8 3GW Co. Reg. No. 2058813</p> <p>Greensill Capital (UK) Limited 1 Southampton Street, London WC2R 0LR Co. Reg. No. 08126173 11th Floor Landmark St Peter's Square, 1 Oxford St, Manchester, M1 4PB</p>	<p>In respect of a charge dated 16 August 2018 registered against title SYK284277</p> <p>In respect of a charge dated 19 April 2019 registered against title SYK284277</p>	<p>Unknown</p> <p>BOC Limited See address at plot 6-03</p> <p>National Grid Electricity Transmission PLC See address at plot 1-01</p> <p>Northern Power Grid (Yorkshire) PLC See address at plot 1-01</p>	<p>In respect of a conveyance dated 24 March 1986</p> <p>In respect of Deed of Exchange dated 01 October 1962</p> <p>In respect of a deed dated 20 January 1970</p> <p>In respect of underground cables and a deed dated 03 November 1958</p>
8-07	<p>Together Commercial Finance Limited See address at plot 8-06</p> <p>Greensill Capital (UK) Limited See address at plot 8-06</p>	<p>In respect of a charge dated 16 August 2018 registered against title SYK284277</p> <p>In respect of a charge dated 19 April 2019 registered against title SYK284277</p>	<p>Unknown</p> <p>BOC Limited See address at plot 6-03</p> <p>National Grid Electricity Transmission PLC See address at plot 1-01</p> <p>Northern Power Grid (Yorkshire) PLC See address at plot 1-01</p>	<p>In respect of a conveyance dated 24 March 1986</p> <p>In respect of Deed of Exchange dated 01 October 1962</p> <p>In respect of a deed dated 20 January 1970</p> <p>In respect of underground cables and a deed dated 03 November 1958</p>

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	Name and Address	Description of interest to be acquired	Name and Address	Description of the land for which the person in adjoining column is likely to make a claim
8-08	<p>Together Commercial Finance Limited See address at plot 8-06</p> <p>Greensill Capital (UK) Limited See address at plot 8-06</p>	<p>In respect of a charge dated 16 August 2018 registered against title SYK284277</p> <p>In respect of a charge dated 19 April 2019 registered against title SYK284277</p>	<p>Unknown</p> <p>BOC Limited See address at plot 6-03</p> <p>National Grid Electricity Transmission PLC See address at plot 1-01</p> <p>Northern Power Grid (Yorkshire) PLC See address at plot 1-01</p>	<p>In respect of a conveyance dated 24 March 1986</p> <p>In respect of a deed of exchange dated 01 October 1962</p> <p>In respect of right of access to substation and a deed dated 20 January 1970</p> <p>In respect of underground cables a right of access and a deed dated 03 November 1958</p>
8-09	None	None	<p>Northern Power Grid (Yorkshire) PLC See address at plot 1-01</p> <p>BOC Limited See address at plot 6-03</p>	<p>In respect of underground cables and a right of access to the substation</p> <p>In respect of a presumed right of access</p>

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This Order includes land falling within special categories to which section 17(2), 18 or 19 of the Acquisition of Land Act 1981 applies, namely:

Number on map	Special category
5-42, 5-42a, 6-01a, 8-06	Open Space (Paragraph 6 of Part II of Schedule 3 to the Acquisition of Land Act 1981)

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List of statutory undertakers and other like bodies having or possibly having a right to keep equipment on, in or over the land within the order limits	
Network Rail Infrastructure Limited	in respect of railway network
National Highways Limited	in respect of M1 Motorway
South Yorkshire Mayoral Combined Authority	in respect of tramlines
Canal and River Trust	in respect of Sheffield and Tinsley Canal and The River Don
Yorkshire Water Services Limited	in respect of water mains, public water sewers and other apparatus
Northern Powergrid (Yorkshire) PLC	in respect of electricity apparatus
National Grid Electricity Transmission PLC	in respect of high voltage underground electricity cables and electricity apparatus
Sheffield City Council	in respect of footpaths, highways and associated land
Secretary of State for Transport	in respect of land at the tramlines forming part of the Historic Railways Estate