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 Your Ref: EN070001  
 Our Ref: YHPL-SP288  
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## Application by National Grid Carbon Limited for an Order Granting Development Consent for the Yorkshire & Humber Carbon Capture and Storage (CCS) Cross Country Pipeline – EN070001

National Grid Carbon Limited has made an application to the Planning Inspectorate for an Order Granting Development Consent for the Yorkshire & Humber Carbon Capture and Storage (CCS) Cross Country Pipeline. The NFU is interested in any adverse effect the laying of the pipeline may have on farmland and our member's farm businesses. I write in the capacity of local representative of the NFU in the North East with respect to the first written questions and requests published in the Examining Authority's letter (25 November 2014).

The NFU give notification of our wish to be considered as an interested party.

### Response to Examining Authority's first written questions and requests

#### **Flood Risk, Climate Change and Water Resource**

*Question 5.11 – Do the EA and the NFU consider that the expressions of intent in the CoCP (document 7.5) (para 9.3.18) sufficient to safeguard drainage interests in agricultural land within and adjacent to the application site? If not, can the above parties suggest ways in which those interests can be met?*

The NFU believe that paragraph 9.3.18 only applies to the 'Flexible Drainage Areas' (marked in brown on Figure 2.1 – 2.10 and not the 'Application Boundary' (marked by a red line). As such the measure outlined will not safeguard drainage interests in agricultural land within and adjacent to the application site.

Should measures discussed in paragraph 9.3.18 be considered for the area within the 'Application Boundary', then the below points will need to be considered.

- *'Drainage measures will be agreed with landowners and occupiers'* – a detailed list of parameters that will be negotiated and indication of when negotiation will commence.
- *'No drain connection shall take longer than 3 days to install and will be completed within the main construction period'*. A time period be defined for 'the main construction period' and justification.
- *'Soil will be handled in accordance with best practice guidelines to protect soil quality'*. We would welcome reference to *ES Chapter 8 para 8.1.4* and Defra guidelines.
- Should mitigation measures need to be implemented adjacent/outside the 'Application Boundary' to ensure the existing hydrology of the area will not be changed. Then negotiation with individual landowners and their agent must start as soon as possible.

- [Document 7.7](#), para 6.2 outlines the procedure for post construction resolution. We would welcome further details around how this relates to the easement.

Paragraph 9.3.18 also makes reference to Sections 10.3.27, 11.2.9 and 12.3.14. While the NFU agrees that care is needed to protect heritage assets, ecological and landscape issues clarity on what and where such issues arise within the Flexible Drainage Areas shown in Figure 2.1 – 2.10, needs communicating clearly with those affected. Should a conflict arise, how will this be resolved?

National Grid Carbon Limited is asked to consider the below points:

- The methods to be employed in repairing damage to field drainage systems and or any additional drainage work that may be deemed necessary shall be agreed with the owner and or occupier as appropriate and, failing agreement, will be referred to an expert acceptable to both parties. Where possible plans of any existing drainage schemes should be made available.
- National Grid Carbon Limited should ensure that suitably competent drainage sub-contractors are employed. The position of all land drains cut by or disturbed during excavation shall immediately following their location be prominently marked by pegs at both sides of the trench.
- In cases where land is let on any agricultural tenancy, agreements on repairs and reinstatement will involve the owner except where the drainage scheme is owned by the tenant.
- After the construction of the pipeline, National Grid Carbon Limited will undertake to carry out all remedial and new drainage works as agreed between National Grid Carbon Limited and the occupier or owner as appropriate. The timing of these works to be discussed and agreed between National Grid Carbon Limited and the occupier.
- On completion the Grantor and/or the Occupier shall deliver to the Grantee a copy of all plans for any existing drainage systems in the possession or control of the Grantor and/or the Occupier and affecting the Rights Strip and/or the Temporary Working Strip.
- National Grid Carbon Limited should work with the owner(s) and occupier(s) to agree a management plan for the proper restoration of the land following the pipeline construction works. The occupier(s) knowledge of the soils and the ability to undertake restoration works should allow a proper restoration programme to be drawn up; National Grid Carbon Limited should then arrange for the works to be undertaken by its contractors or pay for the works to be undertaken by the occupier(s). The restoration programme should be assessed by all parties on an annual basis and amended as necessary. The approach should ensure the restoration of the land to the best possible standard.

In addition to the above comments, the NFU would also welcome the opinion of the relevant IDB's impacted by the proposal.

### Land Use (including agriculture and minerals) and Safety

*Question 7.6 – ES Chapter 8 para 8.1.4 refers to soil storage and re-instatement in accordance with Defra guidelines ‘Good practice for Handling Soil’ (Defra 2000 Sheets 1-19). Should these guidelines be referenced in the CoCP? The NFU has sought an after care period of at least 10 years. Can the applicant and NFU describe any technical or procedural advice to support a particular period of after care, whether 5 or 10 years?*

The inclusion of Defra’s guidelines ‘Good practice for Handling Soil’ ([Defra 2000 Sheets 1-19](#)) would be welcomed within the Code of Construction Practice to complement [Defra’s Construction Code of Practice for the Sustainable Use of Soils on Construction Sites \(2009\)](#) as outlined in paragraph 3.2.1. In particular, Defra’s Good practice for Handling Soil would help define the pipeline construction process (paragraph 1.4.6) and building upon [Section 14.3](#) to allay any concerns.

It is important that all parties (including contractors or subcontractors) comply with the Code of Construction Practice and other relevant documents, as information relating to soil management has been published in a variety of documents. It would be helpful if all this information could be collated together in one document.

Including but not limited to:

- Section 6.8 Land Use and Agriculture – <http://infrastructure.planningportal.gov.uk/wp-content/ipc/uploads/projects/EN070001/2.%20Post-Submission/Application%20Documents/Environmental%20Statement/6.8%20Land%20Use%20and%20Agriculture.pdf>
  - Paragraph: 7.1.3 – 7.1.5, 7.2.14 – 7.2.18 and 8.1.18,
- Section 7.5 Code of Construction Practice – <http://infrastructure.planningportal.gov.uk/wp-content/ipc/uploads/projects/EN070001/2.%20Post-Submission/Application%20Documents/Other%20Documents/7.5%20Code%20of%20Construction%20Practice.pdf>
  - Paragraph: 1.4.6-1.4.7, 3.1.4, 3.2.1, 10.3.7 (incl. weed seeds), 13.2.6 (excess soil), Section 14 (all)
- Section 7.7 Drainage Report – <http://infrastructure.planningportal.gov.uk/wp-content/ipc/uploads/projects/EN070001/2.%20Post-Submission/Application%20Documents/Other%20Documents/7.7%20Drainage%20Report.pdf>
  - Paragraph: 5.1 and 5.5-5.6,

As identified in [paragraph 7.2.14](#), ‘During construction there is the potential to impact on the quality of the soils’. The effects on the physical properties of soils could have a secondary effect on the productivity of soils and therefore on farm businesses.

The Code of Construction Practice assumes that land will be back into production ‘Following re-instatement of land it is rapidly returned to production with crops being sown and harvested in the first season after completion’ but farmers will stress how the soil is never the same after reinstatement. It takes a very long time before soils can grow arable crops to the same yield and quality after it has been disturbed.

This is why we are asking for an aftercare period of ten years to ensure full soil restoration, structure and fertility. This would be supported by sampling soils after construction and reinstatement on an annual basis until the soil is back in a condition that is capable of providing a similar yield to that provided before construction.

## Additional points for consideration

### Basic Payment Scheme (previously the Single Payment Scheme)

The NFU wish to raise significant concern with [paragraph 14.2.5](#) and the impact that the project will have upon the [NEW Basic Payment Scheme](#) (replacing the Single Farm Payment). Of particular concern is the potential for landowners to lose entitlements (and payment) if they are unable to claim against them in 2015 (the project year).

We are looking for the assurance that the Grantee shall compensate the Grantor or the Occupier (as appropriate) for any loss of Payment under the Basic Payment Scheme and/or payment under any other statutory land management support scheme (including losses arising from a breach of cross compliance or other land management obligations) unavoidably incurred by the Grantor or the Occupier (as appropriate) where:

- (a) The Grantor's Land includes land which is eligible for compensation under the Basic Payment Scheme or land management support scheme;
- (b) Such land is taken out of production after Completion; and
- (c) Such land does not qualify for Basic Payment and/or payment under any other land management support scheme as a direct result of the carrying out of Construction by the Grantee.

The Grantee shall use its reasonable endeavours to provide to the Grantor or the Occupier (as appropriate) such reasonable information in the Grantee's possession (provided such information is not confidential) to assist the Grantor or the Occupier (as the case may be) in obtaining SP and/or other like payments under a LMSS.

### Agricultural Liaison Officer

[Section 14.1.3](#) acknowledges that 'In terms of construction, liaison between the contractor and landowners should ensure pre and post-construction drainage is effectively linked to existing drainage schemes, and that drainage is maintained on adjacent land during the construction period'. While an Agricultural Liaison Officer will be appointed to arrange drainage surveys, we feel that a full time (24/7) agricultural liaison officer and an agricultural helpline are needed to cover all aspects of the project. Although the Code of Construction Practice, paragraph 2.4.1, sets out a basic method of communication with local residents, we feel this is inadequate for the needs of affected landowners and occupiers.

The agricultural liaison officer (s) duties could in including but not limited to:

- Before construction begins, a qualified Agricultural Liaison Officer (ALO) will be employed to ensure that information on existing agricultural and land conditions is obtained, recorded and verified during a record of condition survey.
- The ALO will record details including existing crop regimes, the position and condition of field boundaries, existing drainage and access arrangements and private water supplies.
- Liaison with affected landowners will be undertaken with regard to identifying potential constraints and barriers to construction; ensuring continuity of water supplies during the construction works; providing temporary means of access to severed fields for animals and machinery; appropriate planning and timing of works to reduce conflicts; and provision of temporary drainage requirements and diversions. Such aspects would then be recorded and entered into a pre-entry agreement with the affected landowner. The ALO would also retain a function with regards to agreeing reinstatement measures following completion of the works.