

Notes for CAH 2

After last CAH meeting I was caught on the way out by representatives of Dalcour Maclaren promising a meeting as soon as possible. However this did not happen for several weeks despite email contact where I outlined the points including ones I had made at CAH 1 and suggested these as a starting point for an agenda for the meeting.

They produced a Heads of Terms document on the 11th of August.

The meeting eventually took place on the 25th of August. At this meeting we discussed the many errors in the Heads of Terms Agreement and I presented what conditions I needed to be able to sign the agreement and I also handed over all my field drainage maps for their information.

I felt the meeting was constructive and Dalcour Maclaren stated they took my points on board and said they would discuss them with the developer and get back to my agent and myself by the end of the week (28th August).

To date they have not responded to any of my discussion points from either Dalcour Maclaren or representatives of the developer.

The points included in my email were

- 1) Drainage issues both on the line of the cable and in my field which drains via a solar farm field.
- 2) Compensation for making me ineligible to apply for SFI 26 due to the restrictions in the H of T's including no tree planting in any of my fields.
- 3) Most of my land being included in H of T's agreement despite the cable route occupying less than 0.5 hectares.
- 4) Maintaining access to my land via the B.O.A.T. from Hullavington crossroads to the edge of my fields as Limedown E involves Solar panels on one side and a Transformer site in a field adjacent to me on the other side.
- 5) Results of wildlife survey to make sure they are aware of Badger setts.
- 6) Payment of my agents fees.

At the meeting the points discussed included

- 1) The document was inaccurate and contained many errors and I felt slightly disappointed in its lack of being a professional document that I was expected to sign. I felt it was not drawn up to facilitate a circumstance that would allow me to sign.
- 2) The map of the area included still involves most of my land only one of my fields (4.50 hectares) being withdrawn from the last proposal which only took it back to the map they had previously proposed. So the proposal still involves about 60% of my total farm land.
- 3) The H of T states that the Easement strip for compensation would be the exact figure 406.63metres which suggests there is a map that shows this

proposed route, showing where this exact distance was measured they denied this and refused to offer a map.

- 4) The H of T demands access across my property for the duration of the agreement. It is very difficult to farm when anyone can access across the land without having any control over them.
- 5) The H of T included Clause D5 an access route of 5 metres to be shown on a map in brown. No map was included but I found a map on the enquiry website showing a route through my neighbour's and my fields from the A429 to the site of the Transformer substation at Lime Down D. The promised this would be followed up and that they were unaware of an access route but why include it in a document they intended me to sign.
- 6) The H of T clause C11 only allows compensation for existing Agri environment schemes not future ones I need clarification to ensure I can apply for SFI 26 which opens 22nd Sept. There is an issue that if the results of the developers activities affect any agreement then the area can be withdrawn from the agreement but this only applies to Force Major events and not the result of an agreement I have signed up to.
- 7) Clause C20 forbids any activity in the agreement area (60% of my land) which includes tree planting. This would forbid me replanting trees or establishing hedgerows for the 5 year duration of the agreement.
- 8) Clause D4 includes a communication cable in the trench with the electric cable. This is first time this has been mentioned and no extra payment is being offered for this despite the advantages it brings the developer. It means that over the 40/60 year lifespan of the project the risk that a fault develops along my easement route doubles so more likely further disturbances with the associated stress and battles for compensation. I feel we should explore the possibility of an annual way leave payment to cover this as other utility companies are forced to pay.
- 9) Clause C20 states a Deed of Covenant will be placed on the land for the duration of the project 60 years. There is no mention of index linking the compensation for this as the loss will be incurred at a future date not at the time of the agreement.
- 10) The H of T wanted permission to carry out survey work with no fee payable there gain for no payment!
- 11) The inclusion of an access route on my agreement made me ask for confirmation on how the large and heavy electrical transformers will be transported onto site as other than my land the only other access is along the BOAT which has a low bridge and a stream ford all of which makes this route unsuitable for heavy traffic.
- 12) I confirmed the I would sign an agreement that was drafted accurately and set out an accurate and also proposed a fair settlement that reflected the actual losses which will be incurred over the duration of the agreement. I defined the area I would be happy to include in the agreement which would give them all that I feel they require while still allowing me some security over my**

farming business. The area I proposed was a strip of ground surrounding the cable route from the transformer field site to the route of the cable on going to the A429.

Summary of important points

- 1) Lack of any urgency about resolving the many issues raised at the meeting
- 2) The inaccuracy of a document they expected me to sign and be legally bound by it.
- 3) The above 2 points would suggest they are not serious about reaching a voluntary agreement.
- 4) Limit the area of the agreement to an area surrounding the cable route.
- 5) Consider some form of proper payment possibly index linked that reflects the actual loss that will be incurred over the duration of the project.
- 6) Clarification of the transport route for the transformers to the field neighbouring my land.
- 7) Assurances on drainage between my field and ditch across the solar field.
- 8) No map of route of cable being available despite an exact calculation of 406.63m being given.
- 9) My blood pressure spikes every time I have to think about dealing with these matters. My aim is to end with an agreement that allows the developer access to carry out the installation of the cable across my land but to limit the area they have access over which would limit the need for any interaction with subsequent back and forth about damage and compensation hence reducing the long term effect on my health.
- 10) At no time during the dealings with the developers or their agents have I seen any mention about the extreme deleterious effect they are having on my health or life expectancy. They have had two years to negotiate the agreements and they have shown no urgency, I feel they wish to steam roller over the farms which are required for the cable route without any regard for our welfare.

