DUNNS 2, BOWES OFFICES, LAMBTON PARK
CHESTER-LE-STREET, COUNTY DURHAM, DH3 4AN

Our Ref: HGS/ES/ESTMAN/CLS/SNOWC
Date: 21st February 2023

GSC GRAYS
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Secretary of State for Business,
Energy and Industrial Strategy

Sent via email c/o John McKenna
Email: johnmckenna@beis.gov.uk

Dear Secretary of State for Business, Energy and Industrial Strategy,

MRS HELEN ALEXANDRA RIDLEY OF PARK VIEW, KIRKHARLE, NORTHUMBERLAND, NE19 2PF
NATIONAL GRID ELECTRICITY TRANSMISSION PLC (SCOTLAND TO ENGLAND GREENLINK 1) COMPULSORY PURCHASE ORDER 2023

Further to the letter received from Elliot Chandler of National Grid on the 24th of January 2023, I am responding as authorised Agent on behalf of My Client Mrs Helen Alexandra Ridley. I would like to take the opportunity to put forward My Client's position on the way that this scheme has been handled to date by National Grid and their Representatives (NGET) and have the following comments to the covering letter, Compulsory Purchase Order (the Order) and general conduct.

A. Overview

My Client has, from the outset and throughout, looked to engage with NGET in relation to the SEGL1 scheme, despite the dismissive nature and disregard NGET have continually given to genuine concerns and practical points put forward, which had they been listened to would have helped NGET during the process. This letter will attempt to address the keys points of My Client's objections to the scheme as it stands.

B. Correspondence

As the scheme has been ongoing for some time, I have collated a schedule of correspondence that has been sent to NEGT and include a copy of it for your records. It documents the lack of correspondence from NGET and opportunity to negotiate with My Client to date and the conduct that has been taken. This has led to several significant frustrations for My Client and myself as authorised agent when trying to progress this scheme. I have identified 3 examples below for your reference.

i. Following the first approach from NGET, the initial access was allowed to the Car Boot Field know in the scheme as Plot 1-04-06 for NGET's contractors in April 2021. Principles were arranged with NGET and agreed that they would require two days to access the Car Boot Field in an effort to complete the job causing minimal disturbance to the running of the Car Boot sale the following Saturday and Sunday. However, the ineptitude of the contractors led to the site being flooded and works taking over two weeks to complete and leading to significant loss for both the Car Boot and My Client.

After causing significant loss and disturbance NGET failed to accept the reasonable compensation amount put forward on behalf of My Client due to a limited amount of evidence being provided, this was despite photographic evidence and professional work undertaken to quantify the loss with indicative figures being offered.

ii. In May of 2021 the borehole location and access route were circulated for the Triangle field know on the scheme as Plot 1-09 to 11, it was explained to NGET that there was a Higher Level Stewardship Scheme option area of Winter Bird Feed which had been established at the survey site. This led to the survey to be delayed allowing the gemination of the mix, however, NGET's contractors then arrived onsite much later than initially anticipated, in the summer and disturbed a number of nesting birds before being stood down.

It was suggested that prior to their access that the borehole should be moved by 5 meters to the Northwest into the field margin, out with the wild bird food plot, this idea would have allowed for an earlier inspection and timing flexibility for any subsequent works, this proposal was ignored by NGET who then continued with the strategy identified above and subsequently disturbed wildlife, had to stand down, then had to re-engage with ourselves and the Landowner and basically wasted everyone's time, including their own.

To add to this, the Order includes Biodiversity Net Gain and the requirement of public benefit that the project will bring NGET have thus far demonstrated disregard to the Natural Environment and made little to no adjustments or attempt to mitigate any disturbance they may cause directly to the Natural Environment.

iii. Furthermore, once the works had been completed, compensating My Client for their losses has been protracted, problematic and still remains outstanding. From the first submission of the initial compensation claim submitted on 31st August 2021, this was not fully accepted or paid by NGET. It took until October, some 5 months after allowing access to site in June 2021, to secure 48% of the claim, and the rest remains unpaid, which is unacceptable. This meant My Client had no choice but to refuse

access for any further surveys until NGET engaged with us and previous compensation could be settled. I am sure you will agree this is not amicable working or a positive example of how NGET have conducted themselves in this process.

C. Car Boot Planning and Practical Implications

i. Due to NGET's lack of engagement with the Landowners they have failed to understand and realise the impact the proposed route will have on the Car Boot operation and specifically the area and the associated costs. The continuity of the Car Boot during the construction period will be essential to its survival. The Car Boot operates from late March through to October, on a weekly basis. If there is a requirement to move the Car Boot operation there will be significant loss to the Car Boot business and My Client. The cost will include the application and associated surveys, supporting evidence and professional costs associated with a planning application to lawfully move the selling and car parking sites, to ensure the Car Boot can continue to function, during the Option and Construction phases of the Scheme. In addition, there will be practical costs associated with the lifting and shifting operations, including crop loss and establishment of grass as well as some hard standing and road infrastructure. While the objective shall be to maintain continuity, moving the site will undoubtedly mean some loss in trade.

ii. The cost to move the Car Boot site for the benefit of the Scheme should not be borne by My Client or the Car Boot Operator, yet NGET continue to ignore this element that affects My Clients and continuing to ignore this, shall only increase the risk of losses to detriment of all parties concerned.

D. Incorrect serving of Correspondence and the Order

i. My Client owns several different fields parcels affected, to date correspondence has continually been served to the wrong address where My Client has never lived and have never owned. Despite informing NGET on several occasions of the correct address, they have continued to serve documents incorrectly including the Heads of Terms (HoTs), Compulsory Purchase Order and when reminded of their mistake again at a meeting on the 27th January 2023 the only action that was taken was to change the address on the Order and then re-serve them, however, once they had been re-served this did not provide My Client with the required 28 days' as dictated by the Legislation to be able to respond to the Order, thus rendering the Order invalid. However, I wanted to respond in a timely manner as a matter of principle to show My Client's willingness to cooperate and present their position ahead of the deadline.

E. Covering Letter dated 24th January 2023

i. The letter sets out a summary of the enclosed documentation and National Grid Electricity Transmissions (NGET) position in relation to the scheme and in the second paragraph states "whist a great deal of progress has been made in agreeing terms for private treaty agreements" this comment is misleading and false as of the 18 Land Owners that have been approached by NGET to acquire rights for the cable route across their land, **NONE** have agreed and completed the HoTs document that NGET have provided according to the Statement of Reasons (SoR) dated the 12th January 2023 and identified in point 6.8.

ii. How NGET can claim to have made a "great deal of progress" when no one has agreed to their terms is beyond me, especially given the basic fact that correspondence has not even been sent to the correct place, meaning significant delay that has added pressure on the backdrop of tight deadlines or worse, correspondence not even getting through. It also reinforces our view that NGET's conduct to date is deliberate in order to take advantage of Landowners and force terms of the Order upon the Landowners for their own benefit and to the detriment of the Landowner.

F. Statement of Reasons

The following section will address the various points raised and comments made in the Statement of Reasons dated 12th January 2023 and provided to My Client on the 2nd February 2023 (following the incorrect service as highlighted in point C above). For continuity I will raise each point as it comes in the document.

i. Point 2.2 states the order is "made pursuant to section 10 and schedule 3 of the 1989 Act". As part of this legislation, it identified in section 10 that the acquiring authority needs to comply with sections 11 & 12 and as part of section 11.4 (A) it states that the notices needs to be addressed to the persons occupying or having an interest in the land at the time of writing this letter, no notices have been erected on or adjacent to My Client's land, while correspondence has been miss sent to the incorrect address.

ii. Point 3.2.1 is the definition of Landfall which is then subsequently identified and described further in points 3.9-3.14. As part of 3.9-3.14 it describes the Landfall and Transition Joint Pit and its location North of Seaham Beach "230 meters inland from the mean low water mark". The SoR goes on to explain the size and scale of the work involved which is 1 Hectare in size and something that will have a significant impact on My Client, their land and their business.

This is the first instance that My Client has been made aware that a piece of apparatus of this magnitude will be going onto their land, to have not been informed of this and it not mentioned at all is abhorrent. As identified in the Landfall Rights at point 5.21 is a "critical component of the English Onshore Scheme", I would have thought that this critical component would have been discussed with the Landowner. To discover a piece if apparatus of this significance is included on My Client's land from the Order is mindboggling. This is a further example of the lack of correspondence, transparency and desire for NGET to work with the vulnerable parties in this scheme.

iii. 3.7 comments on a wide range of surveys and assessment. My Client has cooperated with and allowed NGET and their contractors to undertake said works, generally at short notice and have been subjected to severe amount of disturbance and loss, especially in relation to the existing Car Boot operation and a loss in crops, which to date, have not been fully compensated for and have caused a significant amount of stress and disturbance to My Client.

iv. 3.11 suggests that the Landfall will form a Temporary Compound area, but it is not defined or included in the "Temporary Compound and Converter Station Compound" section 9.15 – 9.17.

It is clear that the Landfall falls under the category of a Temporary Compound and should be at the very least identified, included and form part of the Temporary Compounds with all the rights, associated provisions and remuneration that comes with it. I also suspect from previous experience that the Landfall Temporary Compound will in fact be used as a compound site for the entirety of the scheme on the East side of the railway line, which will be protracted and more beyond the interpretation of the definition as "temporary". This will benefit the scheme hugely to be able to store machinery and materials for the works all at the detriment of My Client and disregard of the Car Boot operation.

My Client's would be, in principle, open to hosting a compound site on their land, at an agreed location, but for NGET not to have identified or raised this with the affected Landowners, raises obvious suspicions and concerns and leads to a breakdown in trust of NGET as they appear to be trying to force matters on My Client without their knowledge let alone via "voluntary" agreement that NGET say they have and want to gain.

v. 3.22.1 talks about the construction of the HVDC cables and the trenched installation. This is identified as requiring to be 1.5m wide and 1.5m deep which is contradictory to the HoTs which states the cable will be run at a depth of 900mm. Given the current soil structure and drainage scheme across My Client's land and in the local area the HoTs depth will significantly affect My Client's land and drainage scheme and the

information is contradictory, confusing and alarming.

vi. **6 Engagement of Affected Parties**

6.17 states NGET "will continue to negotiate actively" I struggle to see where there has been active negotiation to date. To continually fail to send correspondence to the correct place, failure to respond to correspondence and to ignore the negotiation points is completely unprofessional and not in anyone's best interest especially not the taxpayers financing this costly CPO process that has been initiated. A significant shift of NGET's attitude is required for them to be able to live up to the claims made in this SoR.

vii. **7 Assessing Alternative Ways of Realising the Primary Objective**

My Client is acutely aware and in support of the electricity network's infrastructure needing to improve to meet the increased in demand the country faces with the move to renewable streams of generation.

Point 7.3 identifies the requirements for NGET to "maintain an efficient, coordinated and economical…" system. Specifically relating to My Client's land, had NGET had listened to the early warnings of the presence of the largest Car Boot Sale in the North of England on both the Car Boot field and overflow parking on the Triangle field, they would have surely sought to, initiate a site meeting during a sale day to see and understand the enterprise and then negotiate with My Client to adjust the route to have an efficient, coordinated and economic scheme. The presence of the Car Boot enterprise has been continually disregarded and ignored.

viii. 7.4 also talks about cultural heritage, the Car Boot sale, in its current form has been at Seaham Hall Farm for nearly 20 years and has evolved significantly over that time, now an integral part of the community for Seaham, County Durham and the North of England. It brings thousands of visitors to the area every week of the season and is a source of great income for the town. Having been a part of the English Culture since the 70s I would suggest there are very few things that could be classed higher on the heritage scale than the Car Boot sale at Seaham.

For NGET to completely overlook initial and continued representations of the disruption and detrimental effect this will have on the community is greatly disappointing and is evidence that NGET are simply giving lip service to their statutory obligations to deliver a scheme that is to be "beneficial, economical and coordinated".

ix. **Consultation**

7.9 labours the position that NGET had "detailed route alignment" consultations with the affected landowners. Initial details of the route were not shared with the

Landowners, when finally some detail was provided, this included "gaps" and uncertainty, followed by the CPO letter arrived, albeit to the wrong address. Having attempted to clarify the route and suggested avoiding the Car Boot area, from the outset in August 2021 and then not to be made aware of the presence of the Landfall and Temporary Compound site, clearly demonstrates poor to non-existent consultation. No detail has been divulged to the Landowners within an appropriate timescale, quite the opposite in fact, My Client feels disillusioned, misled and kept in the dark by NGET with regards to the SEGL 1 scheme.

x. 7.12-14 Further and Public Consultation

Again, this section claims detailed discussions have been undertaken, as I have addressed in E ix above. 7.14 suggests an online digital exhibition was held, My Client nor I had any knowledge of these online sessions and one would suggest that a key landowner and their agent should be made aware of the sessions. Email addresses have not been requested from My Client so I would suggest that NGET cannot lay claim to having invited them to these meetings. This reinforces the view that NGET have not actively been engaging in consultations with us.

xi. There is also an area of land within the Car Boot Field that has been an open cast mine, which NGET does not make reference to in the Oder. This has been communicated to NGET back in Spring 2021, when initial bore hole excavations were being discussed and repeated again in the meeting on the 27th January 2023 with their representatives to which they claimed they were not aware.

xii. 18.2 makes comment to the European Court of Human Rights recognising the context of Article 1 of the first protocol and that a "*regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole"*, as identified in the correspondence element above the Car Boot enterprise on My Client's land forms an invaluable benefit to the community of Seaham and the wider area being the largest Car Boot in the North of England.

NGET's conduct has been to disregard anything in relation to the Car Boot, frustrating the compensation element and designing the scheme to dissect the heart of the selling area, causing major disruption not only to My Client and the Car Boot organisers, but the community as a whole. As previously mentioned, My Client has attempted on several occasions to raise this with NGET, propose alternative options for the route and work arounds for the scheme, NGET have ignored these proposals and taken over 14 months to gain a response from NGET. Said response was then to disregard the proposal and say the scheme had moved past the point of negotiating the route which was wholly due to NGETs lack of engagement with My Client.

It is disappointing that they have not taken into account these factors despite raising

concerns with the proposed route. They have not engaged in any meaningful means of negotiation to date. The detrimental effect this will have on the community and local area should not be overlooked and it is something that could be mitigated through proper Engagement with the stakeholders.

xiii. Classes of Rights table in Appendix 2 and specifically the construction compound rights are in point "f". This talks about discharge of water to existing drains and water courses, similarly the Drainage Rights where the rights state the acquiring authority can discharge water and other elements into existing water courses but takes no position in terms of liability for the discharging of said water. At the very least, the acquiring authority should take on the liability and have agreement from the Environment Agency along with My Client as to what is to be discharged and how it will be discharged. Furthermore, the scope of rights on all is caveated in each event by a final bullet point reading "to carry out any activities ancillary or incidental there to" this is a drastically broad scope for the definite works that need to be undertaken to lay a cable along a route. It leaves too much scope for NGET to do anything they choose on My Client's land and by any means necessary to complete the work and does not take into account the Landowner, the damage caused and or any liability thereof.

xiv. Appendix 3 Table of Plot details: You will note I have raised on various occasions above the element of the Landfall, the Landfall Rights and Construction Compound Rights as part of plots 1-04 and 1-05. This identifies the rights to be acquired on both of these as including Landfall Rights and Construction Compound Rights, yet in the HoTs document and plan and the Order plans there is no identification as to there being a Landfall or construction compound located on My Client's land.

This requires further clarification and a discussion which has been lacking from NGET and their authorised agents to date. Furthermore, in Plot 1-07 it identifies the public road as being the plot and to clarify matters, My Client does not own the public highway (B1287) and therefore addressing it to them would render the Order invalid as other plots for example 1-03 and 1-24 National Highways have been identified as belonging to the rightful owners.

G. Plans

The plans that are attached to the Order make reference to the Plot 1- 08 which has not been discussed or included in previous discussions and is not included in the plan attached to the HoTs plan provided to My Client.

Similarly, as identified in point **F ii & iv** above neither the Landfall area, a critical part of the scheme, or the Temporary Compound have been identified on the plan included with the HoTs

and not been communicated with me or My Client to confirm the intention that either part of the scheme apparatus would be on My Client's land.

H. Objection

I hope you take into consideration these factors that I have raised above, enclosed and summarise below:

i. Incorrect serving of the Order rendering it invalid
ii. Not providing My Client with the statutory required 28 days to respond to the Order.
iii. Lack of Correspondence from NGET and their Authorised Agents
iv. Limited Public Consultation and involvement of Landowners in the process
v. No engagement in the negotiation process from NGET
vi. Incorrect Plans and documents provided to My Client.

It is for these reason that My Client wishes to object to the Order and as that the Secretary of State dismiss the application and there are fundamental elements of the Order which are factually incorrect, misleading, and false.

It is My Client's intention to work with the NGET Authority and look to come to a voluntary agreement, however, NGET's conduct to date has not been satisfactory to put it lightly and the significant change in their attitude is required to engage with Landowners and bring this scheme to fruition in a timely and cost-effective manor for the tax payer.

If you require any clarity in relation to any of the points I have raised, please do not hesitate to contact me at the details below and I will look to accommodate you where possible.

Yours sincerely,

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Rural Associate Director

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Enc