

**OBJECTION AGAINST THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC
(SCOTLAND TO ENGLAND GREEN LINK 2) COMPULSORY PURCHASE ORDER
2023**

Compulsory Purchase (Inquiries Procedure) Rules 2007

**Statement of Case of Golden Hill Club
8 February 2024**

1. This Statement of Case is submitted on behalf of the members of the Golden Hill Club by the legal owners of plots, 35/987, and 35/988 who hold this land as legal owners on behalf of the members of the Club from time to time (together “the Club”).
2. The Club submitted an objection to the confirmation of the CPO in respect of plots 35/987 and 35/988 on 9 October 2023. The Statement of Case submitted on behalf of NGET dated 12 December 2023 refers to this objection as OBJ 14. Terms defined in that Statement of Case bear the same meaning when used in this document.
3. It is common ground that OBJ 14 is based on three grounds of objection, namely engagement and the use of the CPO, appointment of an independent engineer and impacts on the river Hull.
4. Engagement and use of CPO
 - 4.1 Paragraph 12.151 of the NGET Statement of Case states that extensive negotiation has been undertaken by NGET in respect of the Project. Further in paragraph 12.153 it is stated that since making the order NGET has continued to engage and that the purpose of these negotiations has been to update and address the Heads of Terms.
 - 4.2 The Club does not accept that NGET has engaged in a manner designated to progress the Heads of Terms despite the Club and its agents Dee Atkinson and Harrison (“DAH”) having repeatedly stated that the Club does not wish to obstruct the construction of the cable.
 - 4.3 Attached to this Statement of Case is a schedule detailing the chronology of contact with Fisher German (“FG”) and NGET, which the Club and DAH have had. As can be seen from that document at a meeting held on 2 February 2023 representatives of NGET agreed that bespoke heads of terms were needed as the most of the clauses in the standard heads of terms issued were not applicable given the special circumstances applicable to the crossing of the river within the plots of land referred to above. As can be seen further from the chronology, despite repeated efforts on behalf of the Club and its land agent no meaningful progress on the Heads of Terms has been made since that date.
5. Appointment of an Independent Engineer
 - 5.1 Paragraph 12.156 of the NGET Statement of Case states that it has been agreed with the landowner’s land agent acting on behalf of Wansford Trout Farm that

the independent assessment and report can only be undertaken once a final engineering solution for crossing the river is known.

5.2 We can only assume that the reference should be to the Club and not to Wansford Trout Farm given that this paragraph relates to OBJ 14. In any event no such agreement has been made by DAH on behalf of the Club and accordingly the statement is incorrect.

5.3 No detailed engineering solution as to the crossing of the river has been proposed and the Club remains extremely concerned with the possibility of an engineering solution being imposed on it in the event that the CPO is confirmed in respect of the relevant plots. The site is sensitive and given the very limited groundwater surveying undertaken to date the potential environmental risks both in relation to the construction and operation of the cable are high. It was for this reason that the Club proposed the appointment of appropriately qualified consultants at the meeting held on 2 February 2023, already referred to above (see the chronology) .

6. River Hull

The NGET Statement of Case emphasises the fact that ERYC's planning consent is conditional on a CEMP being approved by the council.

The existence of a CEMP will not get any comfort to the Club as to the engineering methodology and design to be used in relation to the pipeline crossing, and going underneath, the bed of the river.

If the CPO is confirmed in respect of these plots, NGET will, if it exercises its CPO rights, have the right to employ whatever design and methodology it wishes for the purposes of the pipeline crossing the river.

7. Conclusion

For the reasons stated in paragraphs 4-6 inclusive, the Club maintains its objection to the confirmation of the CPO in respect of plots 35/987 and 35/988 and does not believe that in respect of those plots the public benefits of the Project outweigh the private rights affected .

As a small private members' club , the Club does not have the resources to appear in person or via its agent at the Inquiry . The Club trusts that the Inspector and the Applicant will give due consideration to the important points raised in this document.

THE SCHEDULE
CHRONOLOGY OF CONTACT WITH FG AND NEG REGARDING NEGOTIATION OF THE
HEADS OF TERMS FOR A VOLUNTARY AGREEMENT

| Date | Type of Correspondence | Comment |
|-------------|---|--|
| 17.11.22 | Letter from FG to Fishing Club | Enclosing Heads of Terms. |
| 28.11.22 | Dee Atkinson & Harrison (DAH) email to FG | Enquiring what depth to protective tile. |
| 7.12.22 | DAH email to FG | Chase for response to email of 28.11.22 |
| 16.12.22 | DAH email to FG | Offering dates to meet in 2023 |
| 21.12.22 | Email from FG to DAH | Confirming would revert in New Year with meeting dates |
| 18.01.23 | DAH email to FG | Chasing meeting date |
| 30.01.23 | DAH email to FG & vica versa | To arrange meeting date on 2 nd February. |
| 2.2.23 | Meeting with DAH, NGET, FG, representatives from Golden Hill Club & LDC | Concerns raised to NGET and FG regarding potential damage to aquifer, river, fish stocks, gravel bed, etc. Potential for a sinkhole to be created. NGET agreed for the Club to obtain a quote for specialist advice. NGET agreed bespoke Heads of Terms were needed as most of the clauses in the Heads of Terms issued were not applicable to this landholding. |
| 6.3.23 | DAH email to FG and NGET | Providing quote from JBA Consulting, as agreed and asking for an early response so that JBA can be instructed. |
| 14.3.23 | DAH Meeting with FG | FG acknowledged receipt of email above with JBA quote and would need to revert but NGET were looking at whether the scope of the report needed to be widened. |
| 18.4.23 | DAH email to NGET and FG | Chasing response to the email of 6.3.23 as clients are keen to engage a Consultant so they can make an informed decision on the Heads of Terms. When will NGET be in a position to respond? |
| 16.5.23 | DAH email to NEG | Asking for clarification from NGET what they think the scope of the Report needs to cover and a timescale for providing this information. |
| 9.6.23 | Letter from FG to Golden Hill Club | Enclosing revised set of generic Heads of Terms. |
| 16.6.23 | DAH email to NGET | Requesting a response on email of 6.3.23 given that a further set of Heads of Terms have been issued (on 9.6.2023). Also sent extract from RWE Dogger Bank South PEIR which has caused further concern to clients regarding potential impact of the NGET cable. |
| 23.6.23 | DAH t/c FG | Repeating frustration at lack of response from NGET regarding the bespoke report which was agreed could be commissioned to inform a bespoke set of Heads of Terms. |
| 19.7.23 | Email reply from FG | In response to email of 6.3.23 and subsequent chase ups stating: |

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|------------|-------------------------|--|
| | | <ul style="list-style-type: none"> • NGET keen to work with all interested Parties and working with the Fishing Club to ensure that the river and fish stocks within it are protected. • No agreed engineering solution for the crossing of this river in this location and as such to commission the report from JBA at this time is probably a little premature. • NGET view is that it would be more beneficial to wait until a more detailed design for the crossing has been worked up which could be fed into the instruction to the Consultants who would be able to produce a more much informed report which would be of much more value to both NGET and the Fishing Club. • In so far as Heads of Terms are concerned FG to take further instruction from CMS as to the suitability of documents already issued and will revert further once have CMS comments. |
| 22.7.23 | DAH email to NGET | In response to email of 19.7.23 reiterating that client is willing to enter into voluntary agreement but can't until proposed engineering solution is satisfactory and more information is forthcoming in order for a bespoke set of Heads of Terms to be drafted by NGET . |
| 1.9.23 | DAH email to FG | Requesting revised Heads of Terms plan which has not been received with the Heads of Terms. |
| 4.9.23 | Email from FG to DAH | In reply to email of 1.9.23. |
| 12.9.23 | DAH email to NGET | Requesting a reply on outstanding matters (Heads of Terms and engineering solution). |
| 12.9.23 | DAH email to NGET | Requesting Heads of Terms plan again. |
| 14.9.23 | Email from FG to DAH | With screen shot proposed for Heads of Terms plan. |
| 28.9.23 | DAH meeting with FG | Reiterating need for bespoke Heads of Terms. FG updated that NGET are suggesting that the specialist report is jointly appointed and its decision is final. |
| 16.10.23 | Teams Meeting with NGET | Brief discussion regarding crossing of the River Hull and issues at this location. |
| 1.11.23 | DAH email to NGET | Requesting revised Option Plan showing reduced area of blue land. |
| 2.11.23 | DAH email to NGET | Asking for update. Clients remain willing to negotiate bespoke set of Heads of Terms which are fit for purpose. |
| 18.1.24 | DAH email to NGET | Asking for update and if a detailed design crossing has been worked up? Requesting a meeting with NGET/FG and engineer from Murphys. |
| 19-22.1.23 | NGET emails to DA H | Advising NGET are asking if the engineering team can attend a meeting with the club. |