

Response to NGET statement of case for the SEGL2 for CPO from CR Wright & Son

13/02/2024

Relevant sections copied from statement of case with our responses following in italics.

7.13 Mr Wright The engineering and design team agreed to extend the HDD in this location to go under Mr Wright's Christmas tree farm to lessen the impact on his business. Due to ongoing conversations with the landowner, the engineering team then also agreed to divert the haul road as to avoid the Christmas tree farm. As a result, the design has been updated and the new plan sent to the landowner in the revised terms.

*We got the impression that the HDD cable was extended to avoid a large ditch being open cut, but the haul road was still to go in the same place taking Christmas trees out that were of a saleable size. The haul road was only moved when NGET found out that there would be a safety issue with public needing access to the field to choose their tree.*

12.27 OBJ4 is an objection made by Mr Colin Wright and Mrs Margaret Wright who are the relevant landowners for 4/194, 4/196, 4/197, 5/198, 5/199, 5/206, 4/191, 4/195, 5/199a, 5/199b, 5/199c, 5/199d, 5/199e, 5/199f, 5/199g, 5/199h, 5/199i, 5/204. UK - 663771417.112.27 OBJ4 is an objection made by Mr Colin Wright and Mrs Margaret Wright who are the relevant landowners for 4/194, 4/196, 4/197, 5/198, 5/199, 5/206, 4/191, 4/195, 5/199a, 5/199b, 5/199c, 5/199d, 5/199e, 5/199f, 5/199g, 5/199h, 5/199i, 5/204. UK - 663771417.1

12.28 OBJ4 is based on three grounds of objection: (1) lack of engagement; (2) HOT's not aligning with their business model; and (3) concerns around drainage. Following further engagement with Mr and Mrs Wright, NGET is of the understanding that the only outstanding concern relates to drainage. Heads of Terms have now been agreed and signed subject to caveats on how their business will be impacted going forward. However, for clarity further detail on each of the issues raised is summarised below.

12.29 Lack of Engagement

12.30 This Statement of Case sets out the extensive engagement that has been undertaken by NGET in respect of the Project.

12.31 Heads of Terms were initially issued to these landowners on 3 November 2022. Revised Heads of Terms were subsequently issued on 30 June 2023. Throughout this period, NGET has sought to engage with the landowners but NGET understands that the landowners' object to the level of compensation offered. NGET remains committed to reaching a voluntary agreement with the landowner. Section 7.13 of the Statement of Reasons and Section 7.13 of this Statement of Case demonstrate how NGET's engagement with the landowners led to alterations to the design of the English Onshore Scheme.

*We have made ourselves available for negotiations when ever asked, we have had a number of meetings with Fisher German where we have asked a number of questions and never got answers.*

*Their reply always was to say they are still waiting for a reply from National Grid. As to the level of compensation, NGET have never made us an offer in regards to the impact on our Christmas tree business apart from the payment for the option agreement for the easement. We have made 2 submissions for compensation with no reply. The first was submitted when we had very little information to work on. We are still committed to negotiating with National Grid although their position on the matter of compensation for the Christmas trees has never been made clear to us. The alterations in the plan stated in section 7.13 was for safety reasons where National Grid were concerned about the construction area begin near the public at Christmas.*

12.32 To the extent that the objection is maintained and it relates to compensation, NGET's position is that the objection can be disregarded pursuant to Section 13(4) of the 1981 Act.

#### 12.33 Business Model Compatibility

12.34 Mr and Mrs Wright have explained that they are hoping to extend their Christmas Tree farm into a neighbouring field which they own, and which is impacted by the CPO. NGET have received no evidence of these business plans and are of the view that this point relates to compensation. Negotiations are ongoing and as emphasised above, NGET remain committed to reaching a voluntary agreement with the landowners. As set out in Section 7.13 of the Statement of Reasons and Section 7.13 of this Statement of Case, NGET have engaged with the landowners to inform the design of the English Onshore Scheme.

*At no point have NGET asked for a business plan, being a small family farm, our business plans consist of a spreadsheet with no formal document ever written. Fisher German have received copies of spreadsheets to show our costs of production, sales and predicted Gross margin, at no point have NGET commented on these. The last sentence in this section is a repeat of the sentence in a previous section and does not pertain to this section.*

#### 12.35 Drainage

12.36 NGET's Best Practice Guide (CD F.5) sets out its approach to field drainage and as identified above it confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans. NGET has engaged a drainage consultant to conduct surveys and devise pre and post-construction works conceptual design plans. This drainage consultant will be further engaged in due course to liaise directly with the landowners to discuss how their plans interact with existing drainage schemes, in order to engage with the relevant landowner and address this issue. The English Onshore Scheme has been granted planning permission. This matter has been considered as part of the planning process and is controlled by the planning conditions: condition 10 of the ERYC Decision Notice and condition 38 of the NYC Decision Notice, which require the approval of a construction drainage scheme in respect of the cable development.

*We have had 2 meetings with the drainage consultant first was just to fill in a questionnaire for NGET and more recently to discuss the drainage scheme. At this later meeting he showed us a plan that only went part way to creating a post construction drainage scheme but he needed NGET to approve anything any better. He was inclined to agree with us that the scheme needed improvement.*

*We have actively tried to negotiate with National Grid and never refused as this cable will have large impacts to our future business. We have had lots of meetings with Fisher German asking questions on what would and wouldn't be possible but the responses were mainly that they were still waiting for information from National Grid. We didn't get answers to questions that were specific to our Christmas trees until 22nd November 2023 and this was regarding what size tree could be grown over the HDD cable. After that we had a meeting with Camilla Horsfall on the 17/1/2024 where most of our questions were answered and a way forward was discussed. At the moment we are waiting for a reply to our claim for compensation as this takes a 20 metre strip out of Christmas tree production in perpetuity and after signing the option agreement we won't be able to plant Christmas trees on the option strip which creates a hole in production even if the construction never takes place.*

The following are extracts from emails and the dates we received them from Fisher German regarding questions we had on the Christmas trees showing clearly answers were not passed back to us until November 2023.

9<sup>th</sup> August 2023

Got most of the answers but don't want to drip feed

21<sup>st</sup> August 2023

Waiting for a couple of answers, actively chasing

7<sup>th</sup> September 2023

pressing as hard as we can to get an answer and we want to get these sorted.

9<sup>th</sup> October 2023

We are still in discussions with the engineers with the majority of the queries, I will continue to chase and try to get answers.

Once, I have answers we can certainly have a meeting, but I feel it will be a waste of time at the moment.

12<sup>th</sup> October 2023

Unfortunately, I don't have any further answers for you at this stage, they are all with the relevant people. However, we do have an internal call to discuss all the issues on Monday. I do apologise. Furthermore, you have provided a figure of £650,000, in order for us to take this forward we will need justification and a breakdown of how you have reached this figure. Please could you provide this?

*The first initial spreadsheet to provide justification and a breakdown of our costs and sale was provided on the 16<sup>th</sup> October 2023.*

Neil Wright

Matthew Wright

13/02/2024