

Date: 6th December 2023
Our ref: 534746

Sent by E-Mail

To: Harrison Riddle/Landreeve
c/o Richard and James Westoll
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**THE NATIONAL GRID ELECTRICITY TRANSMISSION (HARKER ENERGY ENABLEMENT PROJECT)
COMPULSORY PURCHASE ORDER 2023**

LETTER OF OBJECTIONS ON BEHALF OF JAMES WESTOLL AND RICHARD FAIRFAX WESTOLL in respect of Plot Nos. 001, 002, 003, 004, 005, 006, 007, 009, 010, 011, 012, 013, 015, 016, 017, 024, 226, 236, 237 and 239

Dear Mr Riddle,

We write further to your letter to the Secretary of State for Energy Security and Net Zero dated 31st October 2023 objecting to the National Grid Electricity Transmission (Harker Energy Enablement Project) Compulsory Purchase Order 2023 (“the Order”), on behalf of your clients James Westoll and Richard Fairfax Westoll (“the Objector”).

Taking each of the objections in turn (following the numbering in your letter):

1: NO COMPELLING CASE HAS BEEN MADE TO ACQUIRE ALL THE RIGHTS SPECIFIED IN THE PLOTS FROM THE OBJECTOR

National Grid Electricity Transmission PLC (“NGET”) made the Order on the 28th September 2023. The accompanying Statement of Reasons fully sets out the compelling case in the public interest for the Order. As explained in section 5 of the Statement of Reasons, the need for the Project is primarily to enable network capabilities reinforcement and new customer connections.

We also draw to your attention the new suite of Energy National Policy Statements published on 22 November 2023 and, in particular, the new Critical National Priority (CNP) infrastructure policy in section 4.2 of EN-1. This adds to the (already strong) policy support for the Project set out in the Statement of Reasons and the compelling case in the public interest for the Order.

The land which is the subject of the compulsory purchase powers in the Order (“the Order Land”) comprises only the land necessary to deliver the construction, operation, repair, maintenance and decommissioning of the Project. As explained in the Statement of Reasons, NGET’s approach is to only acquire the interests that it requires over the Order Land, so that for most of the Project, NGET is only seeking rights over the Order Land, rather than acquiring the freehold. This is the case for the Order Land in which your client has a land interest and the rights being sought over your client’s land are only those necessary for the delivery of the AL and V Route Overhead Line (“OHL”) works element of the Project and associated construction compounds, parking areas and accesses, as described at 3.11, 3.14 and 3.15 of the Statement of Reasons.



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NGET has sought (and continues to seek) to acquire the land and rights needed for the Project by agreement where possible. However, since NGET has been unable to secure all of the requisite interests through negotiation, it is necessary to seek compulsory powers to enable the delivery of the Project.

2: IMPACT OF VEGETATION MANAGEMENT BY NGET ON COUNTRYSIDE STEWARDSHIP SCHEMES (“CSS”)

This objection appears to be based on a misunderstanding about NGET’s “usual practice” regarding vegetation management.

To facilitate the works necessary for the Project, NGET and its contractors will need to carry out some vegetation management works but will always seek to minimise this to limit any impact to land and associated habitats. The vegetation management necessary for the works will be minimal and focused on the areas beneath the OHL and to enable access for the Project works.

Contrary to the assertion in your letter, NGET does not routinely clear all vegetation beneath overhead lines but does have a legal requirement to ensure that there are always safe distances between trees and its powerlines and so minimise the risk of trees causing faults and power cuts on the system. Your clients will already be familiar with this given the existing OHL and the same standards will continue.

NGET use technical solutions to prioritise their vegetation management approach, to ensure that only trees and vegetation which pose a risk to the network are pruned or removed. Cutting down trees is always done after careful assessment, and NGET work closely with ecologists and engage specialist utility trained arborists, to ensure they are following recommendations on protecting wildlife.

No specific concerns have been raised by you or your clients in meetings or correspondence with us concerning the impact of the Project on the CSS to date, nor has a plan or details been provided to Bruton Knowles of the CSS area and how it may be affected by the Project. As this is an existing OHL, we would expect that your clients’ CSS plans have already factored in the presence of the OHL. Please can you confirm that this is the case and provide plans and specific details of your concerns so that we can consider these in further detail if necessary.

3: INTERFERENCE WITH DIVERSIFICATION SCHEMES

We note that you refer to plans for diversification schemes and initiatives on your client’s land yet do not provide any specific details nor have these been provided to Bruton Knowles to date. Therefore, in view of your objection, we would be grateful if you could provide further details of any diversification schemes or initiatives on your client’s land which may interact with the Order land and proposed rights, so that NGET may consider the same.

4: NO COMPELLING CASE TO ACQUIRE THE RIGHTS WHICH ARE TOO WIDELY DRAWN/LACK PRECISION.

The compelling case in the public interest for the Order is set out within the Statement of Reasons – please see further our response at 1 above.

With regard to rights that NGET is seeking, there is no case to assert that the rights are too widely drawn or lack precision contrary to CPO Guidance as per your letter. It is self-evident from the Order that NGET is not seeking “blanket” rights across all of the Order Land. Rather, the new rights sought by NGET have been separated into 'packages' based on their purpose and applied to specific plots, as appropriate. This ensures

a proportionate approach is taken, and that the impact for affected landowners and occupiers is limited so far as reasonably practicable. Accordingly, if a plot is only required for limited purposes, the relevant rights package is sought in relation to that land and the rights package has been described accordingly.

This approach is reflected in the Order Land where your clients have a land interest. That land has been divided into multiple plots and different rights are being sought over different plots to reflect the different purposes for which the plots are required. For the avoidance of doubt the rights are described within the Statement of Reasons and the Order. The Order Schedule describes each plot and the interest/right to be acquired. The Order Maps then show the extent and location of each plot. In this way the Order is sufficiently precise as to the nature and extent of each new right, does not seek to acquire interests/rights beyond those which are necessary for the Project to proceed, and complies with CPO guidance and legislation.

5: NO COMPELLING CASE TO ACQUIRE ALL OF THE RIGHTS WITHIN THE ORDER.

Please see our responses to 1 and 4 above.

6: EXTENT OF THE SCHEME FOR THE PURPOSES OF SECTION 6A OF THE LAND COMPENSATION ACT 1961.

There is a clear statement in section 17 of the Statement of Reasons for the purposes of section 6A of the Land Compensation Act 1961, which reflects the principle of equivalence that underpins the statutory CPO compensation regime. There is nothing unusual or equivocal about this statement. In light of this, we do not understand the objection set out in your letter.

7: INTERFERENCE WITH PROPER MANAGEMENT OF DEER AND SQUIRRELS

NGET is keen to work with your client to understand what impact the rights in the Order could have on the management of these species, and how this can be mitigated, and fully recognises the importance of safety around the interaction between this activity and any NGET works. For example, NGET can provide notice in advance of works to enable co-ordination of access to land, notification of any gamekeeper or other party employed by your client for management of deer and squirrels, and to ensure appropriate safety protocols are in place to ensure health and safety risks are suitably managed.

Notwithstanding this, since the OHL is already in situ, we would expect your client to have already taken this into account within its existing management plans and any previous access by NGET to this OHL. Please will you confirm that this is the case and, to the extent that there are any specific requirements arising from the Project, please will you clarify what these are, so that we can consider further.

8: LACK OF ENGAGEMENT FROM NGET TO ACQUIRE THE INTERESTS OF THE OBJECTOR

We do not agree that there has been a lack of substantive engagement from NGET for the acquisition of your client's interests. On the contrary, NGET's previous land agent, Fisher German LLP, first contacted James Westoll and Richard Fairfax Westoll by letter on the 17th September 2021 to outline proposals for the Project and were in contact until the handover to Bruton Knowles. We have been in regular contact regarding the Project since September 2022 and have had meetings with your clients and also with LandReeve, who have recently been appointed to represent them.

Proposals for a Deed of Easement have been discussed in detail and remain in negotiation as well as other matters in relation to the Project. This is clearly evidenced in the Schedule of Landowner Engagement in the

Appendix C to the Statement of Reasons. NGET's policy has always been – and continues to be - to seek to rely on voluntary agreements wherever possible. We believe this is also in the best interests of your client and we look forward to continuing to progress this with you.

9: PERIOD FOR MAKING OBJECTIONS UNREASONABLY SHORT

We do not agree that the period for making objections to the Order was unreasonably short. On the contrary, the 28-day period in this case was longer than the statutory minimum period. (Under the Acquisition of Land Act 1981, the objection period for a CPO must be a minimum of 21 days).

We hope that the foregoing has assisted with your client's concerns with regards to this Project. We would like to continue working with you on behalf of our clients, to address further any of the above points or further points you may wish to raise in connection with the Project. To enable this, please can you provide the specific information requested in 2, 3 and 7 above at your earliest convenience. Once this has been received, we would welcome the opportunity to meet with you to agree a suitable way forward with these matters.

NGET remains committed to resolving any remaining concerns you may have regarding the Project and to reaching a voluntary agreement with you to secure the rights NGET requires to deliver the Project and the withdrawal of your Objection to the Order. I look forward to hearing from you as soon as possible, and if you have any queries please do not hesitate to contact me.

Yours Faithfully,

A handwritten signature in blue ink, appearing to read 'Patrick Hackett'.

Patrick Hackett AssocRICS
Land Rights Manager
Bruton Knowles