



SAVE OUR SANDLINGS

Offshore Wind Farms
EAST ANGLIA ONE NORTH PINS Ref: EN010077
&
EAST ANGLIA TWO PINS Ref: EN010078

Deadline 8 Response
from
Save Our Sandlings

Issue specific Hearing 15

**draft Development Consent Orders
& Other Matters**

Agenda Item 1A – Negotiations with Affected Persons.

With reference to the applicant submission at Deadline 7, Document REP7-061, we note their comments and tone therein. Whilst the applicant has gone to great pains to explain white is white, and black is black, there are also some areas of grey.

We believe it is not unreasonable to assume that private landowners receiving letters relating to permanent or temporary possession of their land may take a quite a differing view to the applicant in relation to the implication of the terms within the document.

It is easy to forget in Corporate Land that not everyone is familiar with the Compulsory Acquisition process and receiving letters written in complex and legal language can be extremely alarming and even intimidating.

A business recipient may be quite familiar with possession of land by developers either permanently or for a temporary period of time, and/or may have access to legal services to advise and act on their behalf.

For a private individual, many enjoying retirement in comparative peace, receiving a letter threatening to compulsorily purchase their land can elicit a wide range of reactions; anger, fear, confusion, depression and resignation. The dictionary definition of Compulsory is *required, obligatory and mandatory* and further searching for the definition obligatory results in *legally constraining or binding*. Therefore the impression of a done deal is not surprising, why try to fight this, with all the associated legal wrangling and costs. Even to seek legal advice will be expensive, especially if living on a fixed pension income.

The applicant makes claims no submissions have subsequently been withdrawn but how many representations, written and oral, have not been submitted? The damage has been done. How many affected persons would have made their voice heard and engaged further in the examination? We may never know.

We have heard from the representations for Suffolk Energy Action Solutions (SEAS), the matter of non-disclosure agreements being highlighted in the National Press, a finance programme on TV, and in Parliament. The applicants' response to SEAS letter of complaint amounted to 4 pages of self-righteous indignation but provided no supporting evidence to their contention of no wrong-doing.

We believe these letters of Compulsory Purchase and Temporary Possession were not handled with any sensitivity or regard for the emotional state of the recipients. A legal fund that affected parties may draw down on to cover their legal fees up to an agreed limit should have been offered. Also some of the statements made to affected parties were inconsiderate saying "You need to agree to these requirements and terms of these letters and sign the contract otherwise the bare minimum will be paid" and if you decide to fight this "SPR are going to win so you might as well sign" is reminiscent of selling techniques more akin to double glazing or time-share sales.

Making allowances for the lack of face-to-face meetings, these interactions were tactless. Whether or not the non-disclosure clause will appear in final documents, or was only in draft format inadvertently submitted as claimed, and not for release to affected parties, the fact remains these clauses did appear in documents sent out to affected parties, and these same parties naturally responded as they did.

Whilst there is an element of truth that not agreeing to the terms offered could result in the bare minimum being paid, merely implying parties must sign in order to get more compensation incorrectly applies pressure to agree the terms offered. In addition, speaking out against the project would/could nullify the agreement and potentially lead to litigation. Not signing a 'non-disclosure' agreement would be free to voice their objections but also relinquishing their right to compensation. This is all a matter of misinterpretation following poor explanation and presentation of the facts from a flawed and substandard consultation process.

We trust that the airing of these matters will give rise to all future developers adjusting their Compulsory Purchase communications, putting affected parties first and foremost and give very clear and detailed instructions to teams negotiating on their behalf to act with empathy and compassion. This is especially important during these stressful and difficult times where face to face discussions are not possible.

Agenda Item 2 Progress Position Statement by the Applicant: Changes to the Drafts in Progress since ISHs9

We have nothing further to add other than to agree and support the submissions made by the County, District and Aldeburgh Town Councils, and colleagues at SASES and SEAS.

We are particularly concerned of the disconnect between the DCOs for EA1N and EA2 in regards to shared infrastructure being unclear as what will and may not be shared. We request clarification on this matter.

We also have concerns about application to the Highway or Street authority for consent to proceed, and the statement that if no response is received from the Authority within 28 days, permission to proceed is granted. We consider this an extremely dangerous precedent as communications can go astray, or with multiple requests from many differing projects within the county, appropriate resource may not be available to respond within the time frame indicated.

In regard to cumulative effects, several energy related projects are indicated for the East Suffolk area.

- National Grid Ventures have recently indicated their continued interest in connecting the Nautilus Interconnector at Friston, with landfall at or near Thorpeness, as yet still to be decided.
- EdF are continuing with plans for a twin nuclear reactor at Sizewell. The submitted DCO application has just begun the pre-examination phase with the planning Inspectorate.
- Five Estuaries project recently announced they have been offered a connection point 'somewhere in Essex' and will advise in 2022 and therefore no longer have an interest connecting at Friston.
- National Grid are continuing with the SCD1, and a possible SCD2, scheme to connect the Leiston substation to networks in the London area, balancing the additional energy load anticipated at Leiston from the EA1N and EA2 windfarms, Sizewell C power station, Nautilus and Eurolink interconnectors. As yet no details on the routing of SCD1 have been released.

All of these projects are due to take place during the construction period of Sizewell C, which may take as long as 15 years, and there will be periods of overlap between a minimum of 5 significant infrastructure projects in the same locality, putting increasing strain not only on the local road network but on the communities surrounding these projects.

What must be kept in mind is that hidden behind the much vaunted claims by the applicant and other East of England offshore renewable concerns, that these projects are good for the local economy, and Centres of Excellence have been created at Lowestoft and Great Yarmouth, Centres of Despoliation have also resulted in the Breckland village of Necton in Norfolk and soon in the small medieval village of Friston should these projects be recommended for consent.