



4/06/2016

Dear Sir,

Scottish Power Renewables  
EA1N AFP – 042, EA2 AFP – 042

I am writing on behalf of Mrs Elspeth Gimson, resident at [REDACTED], for whom I hold Power of Attorney.

We continue to object very strongly to the behaviour of Scottish Power Renewables (SPR) and their current windfarm cable route application.

Notwithstanding the proposal to alter the order limits of the cable route so that the corridor will not cross any property owned by Mrs Gimson we continue to object to the applicants' proposals because of a failure to address concerns about the water supply at [REDACTED].

**1. Failure to address concerns about the water supply at [REDACTED].**

- 1.1. We have consistently pointed out the potential risk of directional drilling and boreholes on the aquifer beneath [REDACTED], from which water is drawn for the 5 properties on that site. The report supplied by SPR examining that risk cannot be considered an objective scientific assessment of risk.
- 1.2. We have previously submitted a report by BA Hydro Solutions Ltd in which it is stated; *"The risk assessment should not be accepted as being complete or valid for the following reason. The risk assessment does not adequately characterise the hydrogeological setting in terms of groundwater levels (including season changes and responses to tide), groundwater quality, groundwater movement, groundwater recharge, groundwater abstractions and other receptors. The risk assessment does not define the route of the boring in any axis and does not start to consider the route or nature of other trenches/services that shall form part of the scheme. Without having adequately characterised the hydrogeology or defining the scheme, the potential impact on the different receptors cannot be risk assessed."*
- 1.3. This report does not set out the hydrogeological context, the exact nature of the drilling and its positioning or angle of route, without which any assessment is wholly inadequate. It does not quantify risk. It is scientifically inadequate to formally assess risk.
- 1.4. We note that SPR and their contractors have now started to undertake further survey work looking at the groundwater with boreholes and sampling. This was started after the period when the Examination was originally proposed to have completed. That only demonstrates that SPR's plans were not to undertake any formal assessment of the hydrogeology before the examination finished, which again demonstrates their cavalier approach to their impact on residents' right to water.
- 1.5. The issue we raise concerning potential soiling of the aquifer relates not solely to the water supply to [REDACTED] but to all groundwater extraction for agriculture in the immediate locality.

- 1.6. To repeat our point, SPR have thus far not supplied a formal hydro-geological assessment of the risk of their proposed drilling technique. They have not formally assessed what is an acceptable risk and what might be unacceptable risk. It is clearly impossible to state that there is no risk as the circumstances at the Ness are unprecedented. The issue here is whether the risk is so low as to be acceptable. None of their current assessments have addressed that point.

## **2. Attempts to prevent objection to the application.**

Notwithstanding a proposal to move the cable corridor such that it would not cross Mrs Gimson's property, we continue to stand by a very important principle. Mrs Gimson was offered an "incentive payment – for entering into the option agreement = £7000". That option agreement included the statements; *"The Grantor shall not make a representation regarding the EA1N DCO Application nor the EA2 DCO Application (and shall forthwith withdraw any representation made prior to the date of this Agreement and forthwith provide the Grantee with a copy of its withdrawal save as the Grantor shall have absolute discretion over the withdrawal of all comments pertaining to the impact of the Project(s) on ground source water aquifers only in document refs. REP1-, REP2-098, REP5-135 and REP5-136) nor any other Permission associated with the EA1N Development or the EA2 Development and shall take reasonable steps (Provided That any assistance is kept confidential) to assist the Grantee to obtain all permissions and consents for the EA1N Works and the EA2 Works on the Option Area (the Grantee paying the reasonable and proper professional fees incurred by the Grantor in connection with the preparation and completion of such permissions and consents)."* With this contract we were offered remuneration which included a "gate opener" and an "incentive payment" for entering into the options agreement.

- 2.1. If we had signed that agreement, we would not have been able to make objections, we would have had to withdraw previous objections and we would have been required to assist SPR in all future applications in the Option Area. It is our opinion that this demonstrates that SPR is not a reasonable or responsible negotiating partner, and may be seeking to stifle dissenting voices.
- 2.2. It is our strong opinion, and that of other commentators on the planning process, that the use of non-disclosure agreements, particularly when signed after the offer of an inducement to sign, is corrosive of trust in an open and fair process, which is fundamental to all National Infrastructure Planning.
- 2.3. We suspect that the cable corridor has now been routed away from Mrs Gimson's property in order to try to neutralise our principled objections concerning incentives and non-disclosure agreements.

## **3. Cumulative impacts**

- 3.1. It is now clear that National Grid Ventures intend to use the Friston substation to connect into the National Grid. The cumulative impact of another cable corridor – in NGV's case being even wider than that for SPR – will have a devastating impact on the local environment, on tourism, on the value of local properties and the social fabric of the community.

- 3.2. We call upon the Examining Authority to take note of the impact over many years from two cable corridors. That impact will dramatically affect local residents, especially those at [REDACTED], local community facilities such as Wardens Trust, social resilience, social capital and local mental health.
- 3.3. Irrespective of whether the corridor for SPR crosses Mrs Gimson's property, consent for a second additional NGV cable corridor would result in the properties at [REDACTED] being enclosed by fencing to the south, west and north-west with a haul road and all attendant traffic, noise and dust until approximately 2028. That would be a devastating burden for those residents.

**4. Issue Specific Hearing 17.**

- 4.1. Prior to ISH 17, I had asked, on behalf of my mother, to be able to speak but was refused that opportunity. I did not attend as I have a full-time job and have to take a day's holiday in order to speak at these meetings. It was therefore very disturbing to hear that issues that directly affect both Mrs Gimson's property and Wardens Trust were discussed. SPR was able to make points in public to which I was not able to respond. It is not adequate to say that I can give a written response by Deadline 12 (which I will). If a written response has equal weight to oral presentation, why does the Examining Authority have any oral presentations at all rather than just written submissions?
- 4.2. I strongly object that I have been excluded from verbally responding to SPR's proposal when they were allowed to speak themselves.

Yours sincerely

Dr Alexander Gimson FRCP  
On behalf of Mrs Elspeth Gimson

04/06/2021