

**INTERESTED PARTIES FOR FIELDEN LIMITED AND GRAEME BLOOMFIELD
("LANDOWNERS") THROUGH THEIR SOLICITORS ASHTONS LEGAL**

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ENO 10077 & ENO 10078

1. Ashtons Legal act as solicitors for our clients Fielden Limited and Mr & Mrs G Bloomfield.
2. Fielden Ltd is a medium sized private limited company whose principal shareholders are Mr and Mrs Bloomfield; its main business is in residential design and development but part of the land affected by the SPR DCO projects is vested in it. Mr Bloomfield has [REDACTED] and their intention is to close the company in or around 2023. At that point their intention has been to retire from business. For life in [REDACTED] [REDACTED] their present house, [REDACTED], and the surrounding premises will be too large for their purposes and their intent was to retire elsewhere; they have been advancing plans for this for some time, in part by the sale of part of the farmland.
3. Consequent upon the original representations, it is assumed that the Examination will consider whether or not SPR's choices are justified, in bringing power ashore at the preferred location and in the siting of sub-stations on the coast, and near Saxmundham, as well as the location of the corridor linking those facilities and transport network impacts. This representation focuses on an issue which will require discrete attention for the CPO hearing.
4. On the assumption that a justified case is made for the SPR projects as a matter of principle, it has to be shown that the taking of land and rights by compulsion is also justified. As the DCOs are currently prepared, appropriate compensation would not be provided in relation to the Bloomfields' personal interests; for the company, Fielden Ltd, there is no quarrel with the terms offered by SPR on a without prejudice basis (assuming that the DCOs are confirmed as acceptable on Examination) but the DCOs need amendment as regards the Bloomfields' personal interest.
5. The DCO process provides greater flexibility for promoters, in particular by allowing for temporary acquisition of land and rights. Here SPR is seeking to take advantage of these powers without making satisfactory arrangements for compensation for the effect on these landowners of its proposals, with manifest injustice to the

Bloomfields. This has to be addressed in the context of SPR failing to be clear as to its intentions for managing both schemes together or separately, and the respective timescales.

6. It is appreciated that ultimately the haul road and storage compounds should disappear and the cable corridor be restored, unless unfortunately establishment of a corridor for power transmission results in other projects being brought forward (such as by National Grid). Focusing on these specific SPR projects, SPR is not being certain enough as to start dates or timescales which makes it impossible for the Bloomfields to know when and what harm they will suffer, save that it is will happen at some point. Valuation advice (from two respected firms) is that selling the land and premises they own privately to meet their retirement plans will result in substantial loss.
7. Section 106(1) of the Planning Act 2008 expressly provides that “*In deciding an application for an order granting development consent, the Secretary of State may disregard representations if the Secretary of State considers that the representations... (c) relate to compensation for compulsory acquisition of land or of an interest in or right over land*”. Section 106 reflects the principle, dating back at least as far as the Acquisition of Land (Authorisation Procedure) Act 1946, that matters going to compensation are not generally relevant to the merits of confirming authorisation of the exercise of compulsory purchase powers. This principle is subject to two important qualifications, one which applies as a generality in the context of compulsory purchase and the other which arises specifically in relation to the exercise of DCO powers.
8. The first qualification is that, to the extent that the compulsory purchase compensation code would not afford full recompense to a party affected by infrastructure proposals, then that lack of appropriate recompense should stand as an objection to the proposals themselves.
9. The second qualification to the principle in section 106 is a straightforward point of construction which also serves to exclude the operation of the “disregard” power within it in any event. This is because the section itself expressly applies only to “representations... (c) relating to compensation for compulsory acquisition of land or of an interest in or right over land” whereas the main issues of concern from the point of view of the impact of the works on the Bloomfields’ private land arise from the

construction and use of the construction compound and haul road in relation to their land. These works are not, however, to be authorised in reliance on powers for the “compulsory acquisition of land or of an interest in or right over land” (see articles 18 and 20 of the draft DCOs) but come instead under article 26 (and Schedule 9) for “temporary use of land for carrying out the authorised project”. This reflects the fact that temporary possession powers under article 26 are in a different category from those under articles 18 and 20.

10. Given the uncertainty over both the start date and duration of the works and as a matter of principle in any event, there is good cause to have the DCOs amended so as to provide for compensation to be paid to the Bloomfields for the loss of value on selling their property during the period of the works. It would be manifestly unjust for the Bloomfields to be placed in a position where they either take a substantial loss (without compensation) when selling during the “temporary” period of the works or alternatively be forced to remain at ██████ for the duration of the works, which might be 10-15 years (and take them well into their 80s). This is not an academic exercise in compensation valuation for the Bloomfields; the effect of the way in which SPR proposes to proceed will cause direct harm to their lives. The taking of rights over land without adequate compensation does not therefore justify the making of the DCOs as currently drafted.
11. As stated earlier, it cannot be acceptable that SPR takes advantage of “temporary” possession powers for what is in fact quite likely to be an extended period without providing for proper compensation for the damage sustained during that period; it cannot be properly said that it is in the public interest and for the public good that individuals should be treated in this way and the making of the DCOs cannot be justified on the basis that there is an overriding public interest in so doing.
12. What is actually appropriate here is for the DCOs to be amended so as to provide for compensation to be paid by SPR for the actual loss sustained by the Bloomfields when selling their private property during the period of the works, as opposed to what appears to be a demand by SPR that they should instead be forced to remain at ██████ ██████ for an extended period and be denied their ability to retire elsewhere save at what might be substantial financial penalty caused by the SPR works. Not only do the SPR proposals represent a disproportionate impact on the Bloomfields but this would also be an unwarranted interference with their human rights.

13. In considering this matter, advice has been taken from a barrister expert in planning, infrastructure works and compensation, who has argued a similar principle before a Select Committee on HS2, where the principle of making additional arrangements for compensation was accepted. It would be manifestly unjust, and unacceptable, for SPR to be allowed to proceed with these DCO projects without making acceptable provision in the DCOs to meet the circumstances of the Bloomfields and there is no sound ground in public policy terms for SPR failing to do so.

14. The right is reserved to amend or add to this representation when the DCOs progress to the next stage.