



## SPR EA1N and EA2 PROJECTS

### DEADLINE 9 – COMMENTS ON OTHER DEADLINE 8 SUBMISSIONS

Interested Party: SASES      PINS Refs: 20024106 & 20024110

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#### INTRODUCTION

1. SASES in addition to its separate submissions on the Applicants' Deadline 8 submissions it makes the following submissions on:
  - a. the draft Memorandum of Understanding and Section 111 Agreement with East Suffolk Council;
  - b. the draft Outline Landscape and Ecological Management Strategy;
  - c. the Statement Of Common Ground with Suffolk County Council in respect of public rights of way.

#### **DRAFT MEMORANDUM OF UNDERSTANDING (REP8-078) AND SECTION 111 AGREEMENT DATED 25 MARCH 2021 (REP8-079)**

2. At Deadline 8 at the Applicants submitted a draft Memorandum of Understanding ("MOU") and a Section 111 Agreement entered into with East Suffolk Council .
3. These documents have a number of defects as follows.
  - a. The amounts set out in the S111 agreement and the MOU are presumably meant to reflect the figures set out in the Cabinet papers for the meeting of East Suffolk Council on Tuesday, 5 January 2021. However not all the figures set out on pages 58 and 59 of the papers are reflected in the S111 Agreement and it is impossible to ascertain what is being proposed under the MOU as the figures have been redacted. This is unacceptable as these payments are meant to be considered in some way as offsetting the environmental and economic damage which these projects will cause.
  - b. Assuming the amounts set out in the Cabinet paper are reflected in the S111 Agreement and the MOU, they are insignificant when compared to the damage to the environment, peoples' lives and the potential damage to the tourist economy. They are also paltry when compared to the overall level of investment in these projects which will be around £4 billion. No rationale has been presented as to why the monetary amounts are acceptable. The insignificant nature of the sums is indicated by paragraph 6 of Schedule 2 of the S111 Agreement where the first item mentioned in respect of the preservation and enhancement of heritage assets is "*information boards and displays to assist in understanding historic landscape character and features*".
  - c. The MOU envisages a Steering Group being set up to manage project selection and reporting of outcomes. However the Steering Group has no obligation to consult the local community nor is there an obligation that it should include

members of the local community for example a member of Friston Parish Council. The S111 Agreement does not contemplate any steering group or community involvement at all.

- d. It is unclear which local communities are to benefit from the sums provided under the MOU. Paragraph 4 refers to *“projects... will take place in or will primarily benefit communities in the local authority area of East Suffolk”*. This is a very large area stretching from Felixstowe to the south to Lowestoft in the north. Many of these communities are not directly affected to any material degree by the onshore aspects of these projects. Furthermore it is very unclear what “primarily benefit” means. What will the non-primary benefits be, what monies will be devoted to them and to whom will they be provided. This lack of clarity is then compounded by paragraph 2 which states that the funds are for *“projects within the communities neighbouring the onshore aspects of the Projects”*. These statements not only lack precision but they also conflict with each other. It does not inspire confidence that any meaningful benefits will truly be delivered to the communities most directly affected by the Projects.
- e. They do not appear to be any protective provisions under either the S111 agreement or the MOU that sums will not be expended for projects/works which otherwise should be conducted by the Applicants as part of the Projects and their legal obligations in respect of them. Likewise the payments under the S111 Agreement and the MOU should not lead to a reduction in services and or expenditure which the Council would otherwise provide.

#### **OUTLINE LANDSCAPE AND ECOLOGICAL MANAGEMENT STRATEGY – REP8 – 019/020**

4. SASES position remains that the landscape harm cannot be adequately mitigated by the planting regime.
5. SASES refers to its Deadline 8 Post Hearing Submissions (ISH 15) (REP8-228) where it commented at paragraphs 1-7 on pages 3 & 4 in relation to the interaction of the maintenance requirements of the DCO and the OLEMS and how mitigation and maintenance was inadequately secured by the DCO and the OLEMS. These concerns remain.
6. The Councils share those concerns it being noted that in the Statement of Common Ground at LA – 13.08 that *“the Councils’ position is that the growth rates proposed by the Applicants are optimistic”*. It is further noted at LA – 13.11 that the adaptive management scheme only *“would reduce the risk of failure of planting”* (emphasis added). Given the importance of growth rates “failure of planting” should mean failure to achieve the growth rates upon which the Applicants rely.
7. The Applicants’ position is that the growth rates will be achieved and the level of mitigation illustrated in the photomontages will be delivered. The question is who should bear the risk of planting not achieving the level of mitigation on which the Applicants rely due to less than forecast growth rates being achieved? This question should also be considered in the context that the local authorities and most interested parties consider the Applicants’ view of the effectiveness of its mitigation is optimistic. Should it be residents and visitors who will have a view of large-scale industrial infrastructure in a rural landscape that bear the risk, or the Applicants which assert that landscape damage will be mitigated by planting?

8. Clearly the Applicants should bear that risk and yet the Applicants do not have a direct obligation to ensure that the forecast growth rates are achieved. Accordingly the requirement in relation to tree planting is that the Applicants should do everything possible to ensure that the growth rates predicted by the Applicants and reflected in the photomontages are achieved. Currently the draft DCOs and the OLEMS do not sufficiently secure that the landscape mitigation will be delivered.
9. It also needs to be remembered that nearly all the tree planting will not be implemented until after construction is finished (after a prolonged and uncertain period) and where construction will be further extended for the purposes of extending the National Grid substation for the Nautilus and Eurolink projects and potentially other projects as well.

**PROWS – STATEMENT OF COMMON GROUND - SUFFOLK COUNTY COUNCIL (REP8-114)**

10. SASES notes that PRowS are dealt with under Recreation on page 215 of the SoCG with Table 31 being the relevant document.
11. LA15.03: SASES agrees with the Council that there is insufficient information about the duration and timing of temporary and permanent footpath closures. This is particularly true of the substation site and how the PRow network will be maintained open for public use during the construction phase. For example, the section of the alternative route along the boundary with Grove Road will be crossed by 70M + of haul road, whilst at the same time the current FP6 will be lost to construction.
12. LA15.06: SASES agrees with the Council that there will be significant visual impact for users during construction and operation and this will remain so at 15 years post construction. In addition the Applicants have under assessed the loss of amenity arising from the noise from substations given the proximity of footpaths to the substation complex. This is a major loss of amenity for local residents.
13. LA15.09: SASES shares the Council's concerns that potential new projects, together with the phasing of EA2 and EA1N, are likely to cause delays to the timelines and thus impacts on the PRow network could be long-lasting.
14. LA15.11: SASES notes it has been confirmed by the Applicants that the permanent PRow diversion along Grove Road will not be within the public highway. It will however still be very close to the highway resulting in a loss of amenity to users, including dog-walkers.