

14th February 2023

John Leitch speaking on behalf of the Trustees of:-

The Charity of Katharine Shore (212795)

Shores Charity is a very small Charity employing no staff, only volunteer trustees. The Charity was set up in 1710 by Katharine Shore. The turnover is less than £2,000.00 per annum and exists to alleviate poverty within the village of Freckenham.

The up-to-date position from the charity's point of view is as follows:

The Charity responded on the 22nd August 2022 to the Letter from Sunnica dated the 25th July 2022 *Sunnica NMCs42-250722-234949* which mentions negotiating a licence agreement between Sunnica and The Charity for the temporary use of land in connection with the transformer delivery. However, to date no terms have been proposed. The Trustees note that insufficient information has been provided to allow the trustees to understand how much land will be affected and have therefore resolved to reserve their position on the licence agreement for the moment.

The Charity by completing their due diligence and being able to hold a quorate meeting were unable to reply to Sunnica by 30th August 2022.

Sunnica acknowledgement of The Charity's letter dated 22nd August 2022 confirming they "would be happy to cover reasonable professional fees". However, since this response the previously appointed Land Agents have withdrawn their support towards The Charity.

The Charity has no experience with the negotiation of a Licencing Agreement and has therefore engaged another Land Agent to act on their behalf so that the interests of The Charity are seen to be protected.

The Affected Land is currently a long-term tenancy committed to an asparagus crop which if disturbed will take the crowns 4 years to re-establish.

Shores Charity is listed as a Category 1 person of interest (owner) in the book of reference (generated by Sunnica, available on the Planning Inspectorate website as part of the DCO application). Page 256 (plan number 21-02) and Page 258 (plan numbers 21-03/21-04).

Note The Charity's address information in The Book of Reference is incorrect as of today; *Max Flowerdew made aware of the new address by e-mail 21/07/2022*. Confirmation received from Max Flowerdew to the Clerk of Shores Charity requesting the updated address 20/02/23.

Book of Negotiation REPI-006

ENO10106-003662-4 4 Schedule of Negotiations and Powers
Sunnica-16112021-T2-2394949

Comment 3, No voluntary terms of agreement were offered to the Charity in their letter dated 16th November 2021.

Sunnica Abnormal Indivisible Load Download

Reference Plate 7 ENO10106 1102 Mildenhall Road / Unnamed Road.

The diagram provides insufficient information to allow the trustees to understand exactly how much land will be affected.

In Conclude

Whilst Sunnica has acknowledged the need for a licence agreement through-out the DCO (Development Consent Order) process The Charity are unable to agree to something unseen.

Further written summaries from Sunnica confirming their intent to provide a licence are submitted below as part of this oral presentation by **Deadline 7, Friday 03rd March 2023.**

Shores Charity had been contacted by WSP (*Max Flowerdew 18 July 2022*) on behalf of Sunnica indicating that **Sunnica wishes to consult** with The Charity about over-sailing the corner of The Charity's field on Mildenhall Road B1102 with the un-named road junction to West Row with large vehicle's (AIL Abnormal Indivisible Load) as part of option 3 of their Burwell substation changes

E-mail from Pinsent Masons 21.07.2022 Your Reference EN010106(133788301 .2\661999.07003) addressed to Mr Graham Kean of The Planning Inspectorate.

Points 8-12 of the letter refers to the over-sail of private land beyond the existing Order limits and the intention of the Applicant to negotiate a license with persons who have interests in the ownership of the private land affected.

Letter from Sunnica-NMCs42-250722-234949 25th July 2022.

advising The Charity of the Proposed Changes to a Development Consent Order (DCO) for the Temporary possession of the land to facilitate the passage of the (AIL) Abnormal Indivisible Load to transport the amended substation and transformer arrangement to Sunnica East Site B.

Paragraph 6 emphasising “the possibility of reaching a formal agreement to the temporary use of this land for the delivery of the scheme. Sunnica has proposed for this to be negotiated by way of terms for licence agreement”.

No licence agreement offered.

G Mail Max Flowerdew 01 September 2022

Consultation Response from The Charity of Katherine Shore reference AIL (Abnormal Indivisible Loads).

Sunnica acknowledged The Charity’s letter dated 22nd August and “would be happy to cover reasonable professional fees”. The Charity re-iterated again in their response of 22nd August 2022 that Sunnica has still not proposed terms for the negotiation of a license agreement.

Shores Charity *E-mailed Max Flowerdew 13th January 2023*

with an estimated quote for legal costs which Max Flowerdew confirmed and the quote will be submitted to Sunnica for approval.

Following a further prompt to Max Flowerdew on the **06th February 2023**, The Charity received an e-mail from Lynn Mc Hale of WSP dated **07th February 2023**, confirming that Sunnica agree to the proposed quote and that a dialogue can now be set up with The Charity’s Land Agent and WSP to discuss a potential license agreement.

Points that require consideration for a Licence Agreement between Mark Allison of Carter Jonas representing Shores Charity and Lynn Mc Hale of WSP representing Sunnica.

During the meeting on the 16th February 2023 for Traffic and Transport there was mention to the over sail of Shores Charity land at the junction of the B1102 Mildenhall Road and the unnamed road to West Row. This unnamed road **connects** up with Ferry Lane at the Beck Road Junction.

Mr Turney representing Sunnica alluded to the fence being in poor condition and unlikely to have much value, the Applicant would therefore replace it. They intend not realign it as specified on Plate 7 of the Sunnica Abnormal Indivisible Load Download.

Consideration also needs to be given to the blackboard sign that sits on the same alignment as the gate.

This is the first time that The Charity have been made aware of such an offer and would expect this to appear in the Licence Agreement for approval by the Trustees.

Abnormal Indivisible Load Download

Reference Plate 7 ENO10106 1102 Mildenhall Road / Unnamed Road.

Note that the diagram currently provided does not demonstrate that The Charity's land is actually required, since it might be possible to use more of the south-side of the road thus avoiding the need to over-sail The Charity's land.

The Charity needs to understand why the south-side of the road has not been considered when referencing the notes that accompany plate 7 below (abridged).

- 1) All information shown is approximate only.
- 2) Road widths shown as well as street furniture are approximate only.
- 3) Vehicle tracking shown is indicative only and represents assumed delivery routes and approximate vehicle size anticipated for transformer delivery.
- 4) Definitive vehicle tracking of specific delivery vehicle to be carried out by haulier.

Until the Applicant gets to final design stage the south side of the road is still an available option. The Applicant's desired route is to over-sail Shores Charity land through a negotiated licence agreement. However, until as at such time, the south side of the road is still viewed as an active alternative that cannot be discounted at this stage.

Book of Reference Page 258 21-4 Land Description
"Temporary Possession 21 square metres of agricultural and hedgerow" (Mildenhall Road).

1. What is Sunnica's definition of "Temporary Possession"?
2. What is the expected duration of the agreement?
3. Is the "Temporary Possession" for the delivery of a single transformer or to cover decommissioning and or maintenance involving transformer replacement?
4. What soil movement is required if any, should the height of the verge or the field prevent the trailer bed clearing the ground.

5. How does the Applicant intend to dispose of 21 square metres of agricultural land and hedgerow that is required for the levelling out process?
6. Will the equipment for the proposed levelling out process work within the local highway?
7. Reinstatement following the vehicle movement, or any financial compensation for inconvenience to The Charity or the tenant.
8. What is the expected impact on the farming activity in the field which would require recompense to the tenant for loss of yield of his asparagus crop.

In conclusion further investigation of the junction of the B1102 Mildenhall Road and the unnamed road to West Row is still required, as the south side of the road remains a viable option to safeguard The Charity's land.