

Norfolk Vanguard Offshore Wind Farm

Written summary of the Applicant's oral case at Issue Specific Hearing 5

draft Development Consent Order

Applicant: Norfolk Vanguard Limited
Document Reference: ExA; ISH5; 10.D6.10
Deadline 6

Date: April 2019
Author: Womble Bond Dickinson

Photo: Kentish Flats Offshore Wind Farm

Glossary

ALARP	As Low As Reasonably Practicable
CfD	Contract for Difference
CoCP	Code of Construction Practice
dDCO	Draft Development Consent Order
DCO	Development Consent Order
DML	Deemed Marine Licence
EIA	Environmental Impact Assessment
ES	Environmental Statement
ExA	Examining Authority
HGV	Heavy Goods Vehicle
HHW	Haisborough Hammond and Winterton
ISH	Issue Specific Hearing
MCA	Maritime and Coastguard Agency
MMMP	Marine Mammal Mitigation Protocol
MMO	Marine Management Organisation
MW	Megawatt
NCC	Norfolk County Council
NE	Natural England
NFFO	National Federation of Fishermen's Organisation
NNDC	North Norfolk District Council
NPPF	National Planning Policy Framework
OCoCP	Outline Code of Construction Practice
SAC	Special Area of Conservation
SIP	Site Integrity Plan
WSI	Written Scheme of Investigation
UXO	Unexploded Ordnance

Written Summary of Oral Submissions: ISH5 – Draft Development Consent Order

1. Introduction

- 1.1 Issue Specific Hearing 5 (**ISH5**) into the draft Development Consent Order (dDCO) for Norfolk Vanguard took place on 28 March 2019 at 10:00am at Blackfriars Hall, The Halls, St Andrew's Plain, Norwich, NR3 1AU.
- 1.2 A list of the Applicant's participants that engaged in ISH5 is attached at Appendix 1.
- 1.3 The broad approach to ISH5 followed the form of the agenda published by the Examining Authority (the **ExA**) on 21 March 2019 (the **Agenda**).
- 1.4 The ExA, the Applicant, and stakeholders discussed the Agenda items in turn and the Applicant's summary of its oral submissions is set out below.

	ExA Question / Context for discussion	Applicant's Response
AGENDA ITEM 3 (Schedule of changes)		
3(i)	Applicant to briefly summarise the effects of the latest Schedule of Changes to the dDCO (Version 2) Exam Library ref [REP4-029].	<p>The Applicant summarised the main changes made to the version of the dDCO submitted at Deadline 4. In general, the changes sought to address matters raised by the ExA and other parties in previous ISHs or through written questions and responses. The main changes were summarised as follows:</p> <ul style="list-style-type: none"> • Article 38, Arbitration – Revisions had been made to remove the Secretary of State and the Marine Management Organisation (MMO) from the arbitration process. These revisions are linked to a new deemed discharge process in the Deemed Marine Licences (DMLs), which had been included in place of the arbitration process. Related revisions had also been made to Article 6, Transfer of Benefit. • Article 15, Discharge of water and works to watercourses – Revisions had been made to the timescales for the deemed discharge process to address Norfolk County Council's (NCC's) comments. • Parameters – Updates had been made to the total number of turbines and turbine spacing parameters in the Requirements and DML conditions, to reflect the recent design change to remove the 9MW turbine option. • Requirements – Amendments had been made to clarify timing for the implementation of mitigation and to secure mitigation for pre-commencement works where appropriate. Amendments had also been made to clarify drafting. These amendments were made largely in response to written questions raised by the ExA.

		<ul style="list-style-type: none"> • Schedules 9 to 12, DMLs – Amendments had been made to address matters raised by consultees. In particular, a Condition requiring notification of exposed cables had been included in response to the National Federation of Fishermen's Organisation's (NFFO's) submissions. As set out above, a deemed discharge provision had been included in place of arbitration. A Condition to secure a Site Integrity Plan for the Haisborough, Hammond and Winterton Special Area of Conservation (SAC) had been included. Conditions had also been amended generally in line with requests made by the MMO and Natural England, particularly to provide for cessation of activities where initial noise from piling is not in line with thresholds. • Schedule 15, Procedure for Discharge of Requirements – The amendments requested by North Norfolk District Council (NNDC) had been largely incorporated (with some further minor amendments being made in addition). • Schedule 16, Protective Provisions – A placeholder had been included to insert protective provisions for the benefit of Hornsea Project Three.
AGENDA ITEM 4 (Proposed Arbitration)		
(i)	<p>Matters arising from the Applicant's revised approach as set out in Articles 6 and 38 and Schedule 14 of the latest revised dDCO, and further responses.</p> <p>Progress made regarding Arbitration.</p>	<p>The Applicant referred to its previous submissions in relation to arbitration, and noted that the Applicant's position had not changed in this respect. However, the Applicant is seeking a workable and fair solution for all parties to enable prompt decision making for nationally significant infrastructure projects. In removing the MMO from the arbitration provisions, the Applicant had sought to include a deemed discharge provision in the DMLs. The MMO submit that judicial review is the only remedy available if the Applicant is not satisfied with the MMO's decision. However, in order to bring judicial review proceedings this would require the MMO to reach a decision in the first instance. The Applicant's position is that arbitration or appeal should be permitted, but at the very least a mechanism should be included which requires the MMO to reach a decision to enable, if necessary, judicial review proceedings to be brought.</p> <p>The Applicant is not aware of any other DML which has adopted a deemed discharge approach, however this may not have previously been considered given that the MMO had only recently raised concerns that they should be excluded from the arbitration article.</p> <p>The Applicant noted the particular concerns raised by the MMO in relation to deemed discharge but felt this could be dealt with through the precise drafting of the deemed discharge condition. In particular:</p> <p>(1) The timetable for the MMO to consult at condition 15(4) (Schedule 9-10, and condition 10(4) Schedule 11-12) could be extended to allow 2 months instead of 1 month for consultation. In addition, the Applicant had agreed with the MMO to consider whether the discharge period for certain plans could be extended to 6 months for the more complex plans, or retained at 4 months for the more standard plans. The Applicant is willing to discuss this further with the MMO and to revise the drafting accordingly. The Applicant also noted that it is willing to engage with Historic England on the Written Scheme of Investigation (WSI) two months prior to submitting the</p>

	<p>plan to the MMO for approval, which the Applicant understood would address Historic England's concerns.</p> <p>(2) Condition 15(4) (of Schedule 9-10, and the associated condition 10(4) of Schedule 11-12) allowed the timetables to be extended subject to agreement between the parties. This would avoid the situation where a refusal was issued unnecessarily to avoid a deemed discharge. The Applicant is seeking only to avoid a situation where the discharge process continues endlessly.</p> <p>(3) The deemed discharge would not operate for approval of plans which sought to avoid adverse effects on integrity of European sites (as per the wording at condition 15(5) of Schedule 9-10 and condition 10(5) of Schedule 11-12). The Applicant is willing to consider the inclusion of any other exclusions considered necessary or appropriate by the MMO (or Trinity House).</p> <p>(4) Whilst the arbitration provision had been removed from the Tilbury DCO without inclusion of a deemed discharge provision, the Applicant is not aware that the option of a deemed discharge had been considered for Tilbury. In addition, the Tilbury DML is for an entirely different scale of development than that required for the Project (and offshore wind developments in general), and did not have the imperative of meeting Contracts for Difference (CfD) milestones. As such, Tilbury is not comparable to the Norfolk Vanguard DCO application and should not be considered to set any precedent in this respect.</p> <p>(5) The Applicant noted the MMO's comment that, as a Government body, it would use best endeavours to determine any application in sufficient time for project start dates. Given this, the Applicant considers that there is no in principle reason why the MMO should not agree to a deemed discharge provision. The Applicant considers it entirely reasonable that the MMO be required to focus resource on nationally significant infrastructure projects (where there is a lack of resource or changes in personnel) and the deemed discharge provision would encourage the MMO to do so, and allow the timely unlocking of nationally significant infrastructure. In addition, there is currently no wording in the DML which requires the MMO to use best endeavours to determine the application for approval as soon as reasonably practicable, and the DMLs could also be amended to include this.</p> <p>The Applicant also explained the importance of timely decision making during the construction process. The Applicant explained that it was already in the early stages of engaging key partners in the supply chain for the anticipated construction programme. The offshore construction work for the Project represents a major project that would have to be agreed with suppliers well in advance of construction to deliver the scale of work required. The Applicant explained that certain details could not be submitted more than 12 months in advance of construction, including those details which are reliant on pre-construction surveys which in line with Natural England's advice must be completed no later than 12 months in advance of construction. This therefore leaves the Applicant with a short window to seek approval of plans. The Applicant's aim is to seek approval in good time, but there is no certainty that the MMO would discharge the conditions in a timely manner. If the timeframes for discharge were extended beyond the agreed period this could have a significant knock on effect to the construction programme, providing uncertainty and risk for construction contracts and also for the timely delivery of the project and to meet CfD milestones.</p>
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		<p>In relation to submissions made by Natural England, the Application responded:</p> <ol style="list-style-type: none"> (1) As set out in previous submissions, that the Applicant did not envisage a situation where Natural England would be subject to arbitration given that the MMO was the decision maker under the DMLs. (2) The deemed discharge provision would not operate for plans which were required to avoid adverse effects on integrity of European sites, and this was expressly excluded from Condition 15(5) (Schedule 9-10) and Condition 10(5) (Schedule 11-12). (3) That the Site Integrity Plans (pursuant to Condition 14(1)(m), Schedule 9-10, and Condition 9(1)(l), Schedule 11-12) contain detailed timetables for engagement with relevant consultees prior to submission of the plans for approval by the MMO.
AGENDA ITEM 5 (Articles)		
(i)	Article 6 – transfer of benefit of DCO.	<p>The Applicant confirmed that consent of the Secretary of State was not required to transfer the benefit of the DCO where the transfer was made to the holder of a transmission licence or where claims for compensation had been settled or could no longer be made. The Secretary of State's concern was that the undertaker would have sufficient funds to meet potential or outstanding compensation claims. It was acknowledged this would be the case in the event of a transfer to a transmission licence holder in which case, consent of the Secretary of State to a transfer of benefit would not be required. The Applicant's view is that once any outstanding claims for compensation had been met the Secretary of State would not be concerned with any decision to transfer the benefit of the Order as no further compensation liability would arise.</p> <p>The Applicant also welcomed the MMO's confirmation that a co-operation condition was not required in the DMLs in this particular case.</p>
(ii)	Article 41 – Trinity House.	The Applicant welcomes Trinity House's confirmation that Article 38 and Article 41 are acceptable to Trinity House.
AGENDA ITEM 6 (Schedule 1, Part 3, Requirements)		
(i)	R5 and R11 - whether scour/cable protection volumes and areas within the Haisborough Hammond and Winterton (HHW) SAC need to be defined in the DML.	<p>The Applicant confirmed that a Site Integrity Plan for the Haisborough, Hammond and Winterton (HHW) SAC would be submitted at Deadline 7 and this would include details of the maximum area and volumes of cable protection proposed to be used within the HHW SAC.</p> <p>Following receipt of the results from the interim cable burial study which has recently been commissioned by the Applicant in order to address Natural England's (NE's) concerns, the Applicant also confirmed that the maximum area of cable protection required in the SAC would be reduced from 10% to 5% of the length of the offshore export cables within the HHW SAC, plus an allowance for cable crossings. The Applicant confirmed that the maximum figures in the DMLs for cable protection would be updated accordingly.</p>

		<p>In relation to defining specific amounts of scour protection for individual assets within the offshore wind farm sites, the Applicant considers that this is already adequately secured through the outline scour protection and cable protection plan (Document Reference 8.16), which is referred to in Condition 14(1)(e) of the Generation DMLs (Schedule 9 and 10). The detail of the distribution of scour protection is set out in Table 1 of the outline plan (Document Reference 8.16). The figures include scour protection for the turbines, accommodation platforms, meteorological masts and the offshore electrical platforms. The total volume per foundation is provided together with an overall maximum which corresponds with the maximum referred to in the DMLs. The Applicant agreed to amend the Condition in the next version of the dDCO to, in addition, refer to the 'distribution' of scour protection, as well as make reference to the outline plan as certified in Article 37.</p> <p>The Applicant noted the MMO's comment that the DMLs did not authorise construction of cable protection in new areas (i.e. not replacement) during the operational phase of the project. The Applicant did however note that the Environmental Statement (ES) assessed a maximum volume of cable protection which could be deployed during the operation and maintenance phase. The Applicant agreed to discuss this further with the MMO in accordance with Action Point 7.</p> <p>Whilst the MMO referred to a cable protection report which was proposed to be submitted by Hornsea Project Three, the Applicant felt this was already addressed by Condition 14(1)(e) which requires that the scour protection and cable protection plan is updated and re-submitted for approval if changes are proposed following cable laying operations.</p>
(ii)	R16 – whether the list of trenchless crossings needs to be expanded to capture potential additional crossings.	<p>The Applicant explained that amending the list of trenchless crossings had significant implications, both in terms of land requirements and environmental impact assessment. Given this, the Applicant's view is that the list of trenchless crossings at Requirement 16 should remain a closed list to provide clarity and certainty as to the trenchless crossings required to secure mitigation within the EIA and, therefore, the list should not cross refer to the Outline Traffic Management Plan.</p> <p>The Applicant noted that discussions were ongoing with NCC as to whether it was appropriate or reasonable to include the specific crossings at the A1067 and B1149 referred to by NCC within the closed list. Assessments at these two locations are currently underway and results are due within the timeframes of the examination. If the assessments are concluded and the parties still disagree, this would be a matter for the ExA to consider. If the assessments are still ongoing at the conclusion of the examination, it may be possible to include some drafting in Requirement 16 to specify that the requirement for trenchless crossings is dependent on the outcome of the assessments and certain thresholds being reached.</p>
(iii)	R19 – maintenance period for trees and shrubs.	<p>The Applicant reiterated that Requirement 19 should remain as drafted. It is not appropriate to amend the maintenance period for trees and shrubs to 10 years given that the only replacement planting proposed in NNDC's administrative area is hedgerows rather than tree planting. The coastal conditions referred to by NNDC in their Deadline 4 submission do not justify a 10 year maintenance provision as required for tree planting within Breckland Council's administrative area (i.e. for the tree planting proposed at the onshore project substation site), as this is not a coastal location.</p>

		<p>The Applicant explained that the approach to hedgerow crossings taken by Hornsea Project Three was different to the Norfolk Vanguard approach. The Applicant has adopted an avoidance strategy as opposed to a replacement strategy (the latter proposed by Hornsea Project Three). Where there are hedgerow crossings for the onshore cable corridor, the Applicant has committed to reduce the width of the cable corridor from 45m to 25m. This enables the Applicant to microsite the cables to avoid trees as far as possible. However, because the cable width has been reduced to a minimum in these locations it is not possible to replant trees over the cable corridor and there is no further area within the Order limits which could be used for replacement planting.</p> <p>The Applicant noted that NNDC propose to respond in writing to the Applicant's Deadline 5 submission, and the Applicant will respond to any further submissions by NNDC subsequently.</p>
(iv)	R20 – code of construction practice (CoCP).	<p>The Applicant confirmed, as far as it was aware, that NCC's concerns had been dealt with by the amendments incorporated into the latest version of the dDCO as submitted at Deadline 4 (version 3).</p> <p>However, there is one outstanding point with NCC in relation to operational drainage. Originally it had been proposed to deal with this in Requirement 20, but as Requirement 20 deals with construction rather than operation it is considered more appropriate to secure this through a separate requirement. The Applicant had proposed suggested drafting to NCC and is awaiting NCC's response. A suggested Requirement for operational drainage will be included within the next version of the dDCO.</p>
(v)	R24 – whether adequate in respect of the need for further pre-commencement surveying [North Norfolk District Council (NNDC)].	<p>The Applicant noted that additional wording had been agreed with NNDC to address their concern by clarifying that the Ecological Management Plan should be informed by surveys of the un-surveyed areas. This will be included in the next version of the dDCO.</p>
(vi)	R26 – construction hours: 'daily start up and shut down'; 'mobilisation period'; waiting areas for HGVs.	<p>The Applicant welcomed NNDC's confirmation that subject to the inclusion of a definition of daily start up and shut down within the Outline CoCP (OCoCP), NNDC was content with the drafting of Requirement 26. The Applicant also noted NNDC's request that the OCoCP should deal with the likely duration of daily start up and shut down procedures and the Applicant will incorporate wording within the OCoCP. Finally the Applicant noted NNDC's request to specify the approach for HGV waiting areas, and the Applicant agreed to discuss this further with NNDC.</p>
(vii)	R27 – noise rating levels for Work 8A (Breckland).	<p>The Applicant was pleased to note that Breckland Council agreed with the form and content of Requirement 27 and had no comments on it.</p>
(viii)	R31-discharge of requirements.	<p>The Applicant explained that the amendments requested by NNDC had been largely incorporated, however there was a drafting error in paragraph 1 of the related Schedule 15 where some wording had been inserted in the wrong location. The Applicant confirmed this would be corrected in the next version of the dDCO.</p>

		<p>Some further changes had been made to Schedule 15 to refer to, for example, 20 business days instead of 21 business days, so that the timescales applied to full working weeks, and to include some wording to ensure that a reasonable approach was taken by the parties.</p> <p>The Applicant confirmed that, subject to the correction of the drafting error, the wording was now agreed with NNDC.</p>
(ix)	Monitoring of ducts/ cables at the landfall	The Applicant confirmed that a Requirement would be included in the next version of the dDCO to secure monitoring of the ducts/cables at the landfall and to deal with remedial works in the event of a duct/cable exposure.
AGENDA ITEM 7 (Schedules 9-12, DMLs)		
(i)	Timeframes for submission of documents and notification periods.	Please see the Applicant's submissions at agenda item (4) Arbitration, above.
(ii)	Site Integrity Plan (SIP) – coordination of mitigation with other projects, and other mitigation definable in DMLs (MMO), and submission of SIP and Marine Mammal Mitigation Protocol (MMMP) irrespective of whether or not piling is proposed.	The Applicant noted NE's and the MMO's position which sought the submission of the SIP and MMMP for approval in the event that any piled foundations were proposed, rather than in the event of driven or part-driven pile foundations. The Applicant confirmed that the relevant conditions in the DMLs would be amended to require the submission of a MMMP and SIP accordingly.
(iii)	Whether DMLs adequately reflect that UXO clearance is not permitted.	The Applicant noted the MMO's confirmation that the DMLs did not permit Unexploded Ordnance (UXO) clearance. The Applicant agreed that this was the position given that UXO clearance was not listed as a licensed marine activity in Part 2 or Part 3 of the DMLs.
(iv)	Alternative definition in DMLs of ES maximum disposal volumes/drill arisings	The Applicant confirmed that maximum disposal volumes would be included in the Site Integrity Plan for the Haisborough, Hammond and Winterton SAC. The Applicant agreed to give further consideration to whether any additional information should be included in the DMLs at this stage.
(v)	Alternative definition of number of cable crossings in DMLs, including numbers	The Applicant welcomed the MMO's confirmation that the number of cable crossings did not need to be included on the face of the DMLs. The Applicant explained that this was not necessary because the Applicant's total parameter for cable protection included cable protection for cable crossings. In addition, the Applicant has agreed to confirm

	within the SAC.	the number of cable crossings within the Haisborough, Hammond and Winterton SAC post-consent but pre-construction. This is secured in the Site Integrity Plan for the Haisborough, Hammond and Winterton SAC, which is secured pursuant to Condition 9(1)(m) of the Transmission DMLs (Schedule 11-12).
(vi)	Changes requested (Trinity House) to Part 4, Conditions 19(4), 20(20)(d) - marine traffic monitoring strategy.	<p>The Applicant noted Trinity House's request to be consulted, along with the MCA, in relation to construction and post-construction traffic monitoring. For the DMLs dealing with the generation assets, the Applicant had no objection in principle to this.</p> <p>The Applicant was asked to consider whether it was also appropriate to include this in respect of the DMLs for the transmission assets. In this respect the Applicant can confirm that Condition 19(4) and Condition 20(2)(d) are not replicated in the DMLs for the transmission assets, and it is not considered appropriate to do so. The purpose of the construction and post-construction traffic monitoring is to compare how traffic adapts to the presence of surface infrastructure and whether the mitigations deployed are sufficient to ensure navigation safety is maintained at ALARP levels. Although the transmission assets include surface structures within the wind farm array, the majority includes cables which will be buried or protected once installed and therefore are assessed to have no permanent effects on vessel navigation and routeing. Consequently, they do not need to be monitored with regards to effects of mitigations (as none are required).</p> <p>Traffic monitoring of the transmission assets is also not provided for in the outline Marine Traffic Monitoring Strategy (Document 8.18) which was submitted with the application. It should also be noted that, to the Applicant's knowledge, traffic monitoring of the transmission assets has not been a condition in other offshore wind farms.</p> <p>The Applicant also requested that the MMO, the MCA and Trinity House liaise to confirm the form of the navigational conditions which should be included in the DMLs for consistency purposes.</p>
AGENDA ITEM 8 (Discharge of Requirements)		
(i)	Schedule 15 – Variances between suggested modifications submitted by NNDC and dDCO.	As set out above, the Applicant noted that the content of Schedule 15 has been agreed with NNDC, although some typing errors in Schedule 15 would be corrected in the next version of the dDCO.
AGENDA ITEM 9 (Protective Provisions)		
(i)-(ii)	<p>Part 5 – protective provisions, Network Rail suggested revisions.</p> <p>National Grid, and Cadent Gas – indemnity cap and</p>	<p>National Grid and Cadent Gas</p> <p>The Applicant noted that the form of protective provisions has been agreed with National Grid and Cadent Gas, and that it was expected that outstanding commercial points would be resolved prior to the close of the Examination.</p>

	related matters.	<p>Network Rail</p> <p>The Applicant confirmed that good progress has been made in negotiations with Network Rail and that it was anticipated that agreement would be reached with Network Rail prior to the close of the Examination. There are two outstanding points in relation to negotiations for the protective provisions. The first point relates to the timing of the procedure for arbitration. Network Rail is concerned that their regulatory requirements would mean that they could not meet the timetable for the arbitration process as currently drafted. The Applicant has proposed wording to deal with Network Rail's concerns and Network Rail's comments on this were awaited. The second point relates to the list of articles to be included in the protective provisions in respect of which the Applicant could not exercise powers over Network Rail's land without Network Rail's consent. That list of articles is still subject to agreement.</p>
AGENDA ITEM 10 (Any other dDCO matters)		
i)	Potential Requirement covering the need for a Skills and Employment Strategy (NCC).	The Applicant confirmed that a draft Requirement for a skills strategy has been sent to NCC and their comments were awaited.
ii)	Applicant to be invited to clarify approach to mechanism for agreeing a community benefit fund outside the scope of the DCO.	<p>The Applicant referred to its D5 comments on NNC's and NNDC's responses to Q19.29 and Q19.20 in relation to community benefits. The Applicant dealt with the community benefit fund in the context of whether it could be taken into account as part of the application for development consent, or whether it should be dealt with outside of the DCO process. The Applicant reiterated its position that a fund would not satisfy the relevant tests in the National Planning Policy Framework (NPPF) as required by paragraph 4.1.7 of EN-1.</p> <p>The Applicant explained that three principal mechanisms had been identified to deliver community benefits:</p> <ol style="list-style-type: none"> 1) Socio-economic uplift resulting from the multibillion pound inward investment required to build and operate the project(s) (including consideration of Norfolk Boreas) combined with an appropriately resourced strategic skills and employment plan, which is considered to deliver a significant, sustainable and long-term change. 2) Working with communities who identify opportunities to deliver material benefits and improvements to the local infrastructure arising from project development. 3) Working with communities neighbouring the above-ground, permanent infrastructure associated with the project, namely the onshore project substation and National Grid extension works, who will experience tangible change as a result of the project progressing through construction and operation. The Applicant explained that it proposed to convene and facilitate community exploration into the issues which communities consider would arise as a result of their proximity to and association with the project, and consider solutions and opportunities that may arise as a result. The Applicant would aim to encourage participating communities to identify their role in realising positive outcomes as a result of their changed context, and to consider how investment can help them achieve their aims.

		<p>Whilst the Applicant noted the community benefit guidance for onshore wind farms in England and for offshore wind farms in Scotland, the Applicant explained that there is no guidance for offshore wind farms in England. The Applicant's preference was not to suggest solutions but to engage in an inclusive dialogue with local communities. The Applicant confirmed its commitment to undertake that dialogue post-consent.</p> <p>In terms of translating that process into cash sums, the Applicant confirmed that cash sums would be put into appropriate solutions. The Applicant noted that during the early stages of consultation on the project, some broad ideas regarding the benefits that projects such as Norfolk Vanguard might deliver had been put forward, including from local communities in the vicinity of the permanent above ground infrastructure (onshore project substation near Necton). These initial ideas range from skills and jobs to potential material benefits. These ideas can be explored further and built on through appropriate dialogue, however no advanced proposals have emerged yet. The Applicant also considers it more appropriate to conduct such discussions separately to the DCO application, post consent.</p> <p>As to timescales, the Applicant proposed to undertake appropriate planning of the process during 2019 and to commence the dialogue properly in 2020, assuming consent for the project was granted. The Applicant explained that in its experience on other projects, the dialogue can take many months or years to complete. The Applicant would look to complete the dialogue before construction begins.</p> <p>In relation to NNDC's submissions that impacts on tourism and related matters could be addressed through a community benefit, the Applicant restated its position that there are no matters which can be included in a community benefit which satisfy the tests set out in the NPPF or section 104 of the Planning Act 2008. Impacts on tourism have been assessed for the Project and it has been concluded that there are no significant effects which require mitigation. The Applicant also noted that any such potential impacts would be temporary, arising from construction only, and not permanent tangible impacts through the operation of the project. The Applicant also noted that NNDC had not given any explanation as to the nature of the tourism impact or relevance of a community benefit fund to such tourism impacts.</p>
iii)	Other matters – Consistency in DML drafting	<p>Historic England and Trinity House commented that there should be consistency in the drafting of the DMLs when compared to other offshore wind projects at examination stage. The Applicant responded that whilst it was willing to consider any proposed revisions suggested by Historic England and Trinity House, it must be remembered that each project is different and that there may be slight variations in approach which require different drafting to be adopted in the DMLs. Therefore consistency should be considered with a note of caution because it may not be appropriate or necessary to align the DMLs with those proposed for other projects in all cases. The Applicant's concern in this respect was also echoed by Natural England.</p>

APPENDIX 1: THE APPLICANT'S LIST OF APPEARANCES

1. **Victoria Redman**, Partner, **Womble Bond Dickinson**; and **John Houghton**, Senior Counsel, **Womble Bond Dickinson**

Speaking on behalf of Norfolk Vanguard Limited:

- In response to the Examining Authority's questions and for general advocacy

2. **Rebecca Sherwood**, Consents Manager, **Vattenfall**; and **Ruari Lean**, Senior Development Manager, **Vattenfall**

3. **Gemma Keenan**, Senior Marine Biologist/ Project Manager, Royal HaskoningDHV (**RHDHV**)

4. **Jon Allen**, Principal Environmental Consultant, **RHDHV**

5. **Chris Jones**, Technical Leader Engineering Consultant, **GHD**

6. **Rob Driver**, Grid Manager, **Vattenfall**

7. **Catrin Jones**, Stakeholder Engagement Manager, **Vattenfall**