

PLANNING ACT 2008

INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

**WRITTEN SUBMISSIONS OF NFU REGARDING THE NORFOLK BOREAS OFFSHORE WIND FARM
DEVELOPMENT CONSENT ORDER APPLICATION BY NORFOLK BOREAS LIMITED
PLANNING INSPECTORATE REFERENCE NO EN010087**

SUBMISSIONS OF NATIONAL FARMERS UNION ON THE – EXAMINERS THIRD WRITTEN QUESTIONS

DATE 31ST MARCH 2020

1.0 Introduction

- 1.1 Submissions on behalf of the National Farmers Union (“NFU”) in respect of the application for a Development Consent Order (DCO) by Norfolk Boreas Ltd for Norfolk Boreas Offshore Windfarm. The NFU is making a case on behalf of its members and LIG on behalf of its clients who are affected by the DCO.

2.0 Third Written Questions – Q3: Compulsory Acquisition

- 2.1 **Objections Schedule Q3.3.0.2:** The Compulsory Acquisition Objections Schedule (COAS). Current negotiations in relation to the request to amend provisions from 2 easements to 4 easements relate to landowners represented by NFU and LIG. NFU/LIG are seeking an obligation that a managing agent is appointed so that Landowners only have one point of contact rather than 4 which would be logistically challenging.

We would expect to see C and P Allhusen (Bradenham Hall Farms) included in the Objections Schedule as Heads of Terms for the converter station are still to be agreed. The matters still under discussion are the layout, landscape mitigation and design of buildings, the colour and the finish. The current landscaping proposal does not provide a quick and effective screen to the estate. Discussions are ongoing how this can be improved. Information has also been requested on the internal and external noise of the converter station and the associated electrical equipment and how this will be mitigated. Visuals of the constructed site have been requested which take into consideration the topography of the land. There is no landscaping proposed to the north of the converter station which is necessary to protect and screen the estate. Under Scenario 2 it is requested that the building is sited further west to provide sufficient space for landscaping without having to take another field.

2.2 **Objections Schedule Q3.3.0.4: Dillington**

- a) Confirm whether Dillington is included in the Schedule and if not, please add a new row with all relevant details.
- b) By reference to the Access to Works plans [APP-011] confirm which access is the subject of ongoing discussion and for what reason.
- c) Confirm whether or not agreement has been reached in relation to outstanding matters and if not, what the matters are that are preventing agreement. **Outstanding matters:**

How will Vattenfall manage the situation where there is an irrigation main located within the proposed route of the cable? What provision will be made for access to the main and hydrants?
 Can Vattenfall provide updates on the timings of the ecology surveys which incorporate land where there are pigs?
 How will Vattenfall organise for their contractors to cross the working strip during construction at specific points?

2.3 Objections Schedule Q3.3.0.5: Keith

- a) Add James Keith to the Schedule. Yes
- b) By reference to the Access to Works plans [APP-011] confirm which access is the subject of ongoing discussion and for what reason.
- It has been agreed that access route: AC142 will no longer be used.
 - AC140: No comment
 - AC141: Why does there have to be two access points either side of a hedge/field boundary? Why is there not a single access down one side of the hedge?
 - AC143: There is concern about the size of vehicles and number of movements required to use this.
- c) Confirm whether or not agreement has been reached in relation to outstanding matters and if not, what the matters are that are preventing agreement.
- How is Vattenfall going to manage the works and compensation for the lowland shooting activities?
- Please can Vattenfall provide details of the proposed construction methods, and whether matting will be used to mitigate damage?
- Please can Vattenfall confirm the appointed drainage contractor?
- Please can Vattenfall confirm the appointed soil engineer?
- Please can Vattenfall confirm how they are going to protect the access tracks taken for lateral access? Especially when these access tracks are deemed unsuitable for HGV access.

2.4 Objections Schedule Q3.3.0.6: Bawdeswell:

- a) Add Bawdeswell to the Schedule.
Yes needs to be added to schedule
- b) By reference to the Access to Works plans [APP-011] confirm which access is the subject of ongoing discussion and for what reason.
An agreement has been reached for the access routes.
- b) Are Heads of Terms likely to be signed before the end of the Examination and what steps are being taken to achieve this?
Yes we believe that Heads of Terms will be signed.

2.5 Objections Schedule Q3.3.0.7: Padulli:

- a) By reference to the Access to Works plans [APP-011] confirm which access is the subject of ongoing discussion and for what reason.
Relates to AC49 and AC50. AC49 is agreed. AC50 is not agreed due to physical constraints.
- b) Are Heads of Terms now signed and if not, what are the factors that are preventing this?
Discussions are ongoing. Still trying to agree a final temporary access route alteration.

2.6 Objections Schedule Q3.3.0.8: Siely:

- a) By reference to the Access to Works plans [APP-011] confirm which access is the subject of ongoing discussion and for what reason.

Relates to AC1.

- b) Confirm the position.

Discussions are ongoing in respect of protecting third party rights over the access.

2.7 Objections Schedule Q3.3.0.9: Mutimer:

- a) By reference to the Access to Works plans [APP-011] confirm which access is the subject of ongoing discussion and for what reason.

Relates to access AC53. The route can be accessed directly from the road, AC54, making the additional route unnecessary.

- b) Confirm the position.

Discussions are ongoing.

2.8 Objections Schedule Q3.3.0.10: Carrick:

- a) By reference to the Access to Works plans [APP-011] confirm what access is the subject of ongoing discussion.

Relates to AC131

- b) What are the detailed arrangements that would enable the land subject to temporary possession for access purposes, where this land is used by others for access purposes, to be used by others during the period of temporary possession? How would this be secured?

Still in discussions of how to mitigate impact on third parties including the wedding venue and camping site.

- c) Are Heads of Terms likely to be signed before the end of the Examination, what are the matters of dispute and what steps are being taken to achieve this?

Discussions are on -going and it is hoped that Heads of Terms will be signed before the end of the Examination.

2.9 Objections Schedule Q3.3.0.11: Albanwise Ltd

Practical issues are still being discussed in relation to site specific matters.

2.10 Objections Schedule Q3.3.0.12: S.Wright

- a) By reference to the land plans please confirm the position

Relates to AC56. It has been agreed that this access route will not be used. Alternative access, south of the easement strip is still being discussed.

2.11 Objections Schedule Q3.3.0.13: Stinton Hall Trust:

- a) By reference to the Book of Reference, please confirm the position.

Savills believe that this client should be in the book of reference.

b) Update the Book of Reference and Compulsory Acquisition Objections Schedule as necessary.

2.12 Access to Works Plan Q3.3.0.14: Clients of LIG below need to be added to the book of reference.

- Jones - M and D Jones has not been included in the COAS. Discussions are still ongoing in respect of AC128 and AC129. The route can be accessed directly from the road making the additional accesses sought unnecessary.
- Begg - How will Vattenfall allow for black current planting to be adjusted to accommodate the proposed scheme? Plantings are carried out on a 10-year cycle, and this decision needs to be made now for 2022 planting.
What is the potential to delay planting if the soil has not sufficiently recovered from the works?

2.13 Temporary Possession on Access Routes Q3.3.0.15: The Option agreement provides for all facilities reasonably required for maintaining and affording means of communication and access between parts of any land unit of the Grantor temporarily severed by reason of the exercise of the Rights.

How would these arrangements be secured: The NFU would like to see these arrangements as agreed in the Option to be carried out by the ALO communicating between the landowner/occupier and the developer.

2.14 Article 16:Q3.5.1.2: Authority to survey and investigate land: The NFU did respond to the last written questions and to confirm we would accept the following wording that landowners will be given an estimate of how long the surveys would take.

But it is **not** acceptable that Vattenfall only provide an indication of what equipment is likely to be used. The NFU has now agreed this wording within two other DCO applications under the Article covering Authority to Survey. Due to the amount of surveys that will take place it is paramount that landowners know what equipment will be brought on to their land for what survey.

The NFU would still like boreholes to be added in if they are to be carried out. A borehole is not a trial pit. In the Option Agreement the wording does include boreholes or trial pits.

2.15 Article 26: Q3.5.1.3: Temporary Use of Land: The request by the NFU that all DCOs going forward should give 28 days notice for temporary possession is due to problems that farmers are facing by only receiving 14 days. It is not possible to plan or change arrangements within a 14 day notice period or give a third party any notice. A landowner/farmer could be away on holiday for two weeks and so would not know if a notice for 14 days had arrived. This helps to change supply deliveries like sprays and fertilisers and if livestock need to be moved from an area this is easier to achieve with 28 days notice.

The notice period of 28 days notice has now been agreed on two DCO application by Highways England for the A30 Chiverton to Carland Cross and A303 Stonehenge Scheme. HS2 have now agreed to a 3 month notice for temporary possession. Therefore the NFU would like to see the notice period at paragraph (2) of Article 26 changed to 28 days.

2.16 Design and Access Statement: Q3.9.6.5.: The NFU is content with the wording covering landowner engagement at paragraph 72 but it should be stated that engagement **must take place** with landowners.

- The NFU thinks that it is imperative that the landowners affected and the local communities of Necton PC and Holme Hale PC must be consulted in regard to colour options for the converter building and also native species that might be suitable for the landscaping. Paragraph 66 needs to be re worded to highlight this, *some involvement* as stated is not enough.
- This request is confirmed for all landowners affected directly by the converter station.
- This request also extends to covering the National Grid Substation extension.
- The NFU will be interested to see the response to these questions from Breckland Council.

2.17 Land Use and agriculture: Private Water Supplies: The NFU does not like the wording ‘reasonable endeavours’ as it is not a strong enough commitment given the importance of a provision of a water supply. If the water supply is adversely and directly affected by the construction works, then it is right that the developer should either find an alternative supply or pay for the cost of an alternative.

Within the wording submitted we have provided some protection to the developer as it says ‘reasonable costs of the provision of an alternative’. Therefore the developer is not exposed to an unreasonable ask from a landowner/occupier. The wording further says that the landowner/occupier has to demonstrate that the alternative means of supply is ‘reasonably required’.

The following wording has been agreed in regard to water supplies for the A303 Stonehenge application for a DCO by Highways England. This is the latest scheme where NFU have been involved.

Private water supplies:

Where an existing private water supply to a farm is adversely and directly affected by the construction of the Scheme, the main works contractor shall, if requested by the farmer or landowner to do so, provide or procure or meet the reasonable cost of the provision of an alternative supply of water (the form and type of which shall be at the contractor’s option). Where the supply is affected temporarily by the construction of the Scheme, then the alternative supply need only be supplied for the period during which it is affected.

Where a request is made by the farmer or landowner for a permanent supply due to permanent severance of the existing supply caused by the construction of the Scheme, the main works contractor shall, where provision of an alternative means of supply can be demonstrated by the land owner/farmer to be reasonably required for his business, provide or procure or meet the reasonable cost of a permanent means of alternative supply of water (the form and type (either borehole or mains supply) shall be at the contractor's option).

Water Supply Statements

The main works contractor shall produce Water Supply Statements for landowners / occupiers who rely on private water supplies which could be affected by the Scheme. These shall identify how water supply is to be maintained in the unlikely event that existing supplies are adversely affected as a consequence of the works. The statements shall be produced and provided to landowners / occupiers and The Authority prior to works commencing and include, as a minimum:

- a) Details and locations of existing boreholes which supply the landowner / occupier;*
- b) Recorded results from groundwater monitoring undertaken by the main works contractor (as part of the Groundwater Management Plan) that are relevant to those boreholes;*
- c) How an emergency will be reported if water is contaminated;*
- d) The procedure for getting water to a farm and how it will be distributed to animals and residential properties if water is affected on a temporary basis; and*
- e) The procedure for getting a new supply of water whether from a borehole, mains supply or combination of both to a farm if the water from the boreholes is contaminated on a permanent basis.*