

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 FOURTH WRITTEN QUESTIONS

DATE 6th MAY 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 Fourth Written Questions – Q3: Compulsory Acquisition

2.1 Objections Schedule Q4.3.0.1: C and P Allhusen (Bradenham Hall Farms)

Discussions are on-going and positive although the Landowner is waiting for a response on a number of issues which are yet to be received. The delay in receiving this information is assumed due to the current challenges being experienced due to COVID 19.

2.2 Objections Schedule Q4.3.0.2: Dillington

The agent acting Strutt & Parker will submit a response to this question at the next deadline.

2.3 Objections Schedule Q4.3.0.3: Keith

The agent acting Strutt & Parker will submit a response to this question at the next deadline.

2.4 Objections Schedule Q4.3.0.4: Bawdeswell:

The agent acting Brown & Co will submit a response to this question at the next deadline.

2.5 Objections Schedule Q4.3.0.5: Padulli: AC50

Access for construction has been agreed. A proposal for access post construction has been made and is being considered.

2.6 Objections Schedule: Q4.3.0.6: Siely:

AC1 is an access for post construction. The landowner would like the track to be used for maintenance issues as it is wide enough. The field access for any post operational works only.

2.7 Objections Schedule: Q4.3.0.7: Mutimer:

The landowner is pleased that AC53 is no longer required and looks forward to receiving formal confirmation.

2.8 Objections Schedule Q4.3.0.8: Carrick:

Discussions are ongoing however progress is being delayed due to current circumstances. Appendix 24.5 Scenario 1 & 2 clearly shows cable pulling is a substantial operation which will conflict with existing enterprises and business that have rights over the track and land adjoining the track. Clarity and agreement is being sought how the applicant proposes to mitigate these issues in real terms.

2.9 Objections Schedule Q4.3.0.9: Albanwise Ltd

Discussions are ongoing in respect of ensuring sufficient rights are retained so the adjoining land is not affected by the scheme.

2.10 Objections Schedule Q4.3.0.10: S.Wright

No comment.

2.11 Q4.3.0.11: Salle Estate

Accepted.

2.12 Q4.3.0.12: M and D Jones

This has been raised again with the applicant and waiting confirmation.

2.13 Q4.3.0.13: Begg

The agent acting Strutt & Parker will submit a response to this question at the next deadline.

2.14 Response Q4.3.0.14: Are you content with the response provided by the Applicant to ExQ3.3.0.17 [REP7-017].

The NFU and LIG are happy with the response given by the Applicant at REP7 -017 to Q3.3.0.17 except there are some site-specific accesses still under discussion.

2.15 Article 16:Q4.5.1.1: Authority to survey and investigate land:

Which are the two DCOs that your response to ExQ3.5.1.2 refers?

In regard to the DCO application by Highways England for the A303 Stonehenge it has been agreed in the OEMP that the following wording would be agreed under the role of the ALO:

“The ALO will provide preconstruction survey information to landowners including company name, survey type and equipment to be used, an estimate of how long the surveys are expected to take.

The wording below is included in the Article within the DCO

15 (3) The notice required under paragraph (2) must indicate the nature of the survey or investigation that the undertaker intends to carry out.

The NFU as requested would like similar wording to be agreed in the DCO and OEMP for Norfolk Boreas.

The NFU believes that a trial hole does not encompass a borehole and so if Vattenfall wish to undertake boreholes this does need to be stated in the DCO. A borehole and a trial hole have been separately identified in the voluntary Option Agreement.

Wording below is taken from the DCO for A30 Chiverton to Carland Cross. Article 22: 1

(b) without limitation on the scope of sub-paragraph (a), make any excavations or trial holes or boreholes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and groundwater

The exact wording is also included in the DCO for the A303 Stonehenge under Article 15.

2.16 Article 26: 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.

2.17 Q4.9.2.3: Top Farm Scenario 1: *All those who consider Top Farm to be a more suitable location for the onshore project substation for the Proposed Development are asked whether they would retain that opinion if the SoS were to consent the Norfolk Vanguard OFW, with its onshore project substation on the site indicated for the Proposed Development's Scenario 1, as shown on Norfolk Boreas drawings eg [REP7-019, Figure 1b].*

The landowner C Allhusen maintains that Top Farm is a better site for Norfolk Boreas. The reduction in the number of buildings and other installations on the high and very open ground in scenario 1 by moving Norfolk Boreas to the far lower site of Top Farm would considerably reduce both the impact on the environment and the visual impact compared to having both sites on the same high site.

2.18 Q4.9.6.6 Design and Access Statement:

- a) Are you content with the reworded DAS?
- b) Provide any comments, amendments or further points for consideration for inclusion in the updated DAS submitted at Deadline 7 [REP7-006] to [REP7-010].

c) Do you have any further comment in this regard? Q4

The NFU would still like to see the wording in the DAS at paragraph 70 made clearer.

The NFU would like to confirm that the relevant landowners referred to in paragraph 76 of the DAS are the two landowners who will be directly affected by the converter station. The NFU would like to see that these two landowners are consulted along with Breckland Council at the first stage of consultation on materials and colour. Also to be consulted on in regard to the landscape design along with the chosen plants. This needs to be stated in the DAS at paragraph 70.

It is agreed that it should then be open to the local community for further consultation.

2.19 Q4.13.3.1: OCoCP in relation to Agricultural Private Water Supplies:

Provide an update on progress resolving outstanding disagreement?

The NFU and LIG cannot accept the new proposed wording at all. The Applicant, Vattenfall, has to be responsible for the supply of water as well as the installation of the supply. It might be that it is a simple repair where a pipe is severed and so just needs a repair or a section replacing. In this instance the supply of water will not be affected.

The reason for the inclusion of the wording '*where an existing private water supply to a farm is adversely and directly affected by construction*' covers if a borehole/spring or reservoir supply becomes contaminated by the construction works. This will need to be rectified and it might be that a new borehole is required. This is shown very clearly by the wording that was agreed within the CoCP for the A303 Stonehenge.

As stated to Vattenfall on 6.4.2020 and again in a conference call on 21.04.2020 the words 'reasonable endeavours' are not acceptable.

The NFU asks the Examiners to agree the wording as submitted on the 6.4.2020 in the SoCG with the NFU and the response to the third written questions on 31.3.2020.

Wording is highlighted below which is included in the CEMP for A30 Chiverton to Carland Cross:

A30 Chiverton to Carland Cross the wording agreed in the CEMP in Table 16.3 under RDWE3.

Where an existing private water supply is adversely and directly affected by the construction of the Proposed Works and it can be demonstrated by the landowner/farmer to be reasonably required for the property/business, provide or procure or meet the reasonable cost of the provision of an alternative supply of water. Where the supply is so affected temporarily by the construction of the Proposed Works, then the alternative supply need only be supplied for the period during which it is so affected.

Where the potential for impacts to private water supplies remains unclear, a detailed assessment of groundwater levels and flows shall be undertaken during detailed design to fully understand the potential impact upon each feature of interest. Where, following this assessment, the

potential for impact remains unclear or is certain, a new private water supply (e.g. a borehole) will be established following discussion with the landowner.

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).

If agreement is not reached before the end of the Examination, what would be the consequences for the application?

The NFU and LIG do not completely understand the question but private water supplies will have to be addressed within the Outline CoCP which at the present time there is no reference to. The NFU has now provided two lots of wording agreed in previous DCO applications where the wording 'reasonable endeavours' has not been included and it is very clear that the wording does cover for a supply of water as well as the installation.

2.20 Q4.16.0.3: Statements of Common Ground: The ExA requires confirmation.

The NFU can confirm that the SoCG submitted by Vattenfall today, 6.5.2020 is the final version of the NFU SoCG.