

PLANNING ACT 2008

INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

**WRITTEN SUBMISSIONS OF NFU AND LIG REGARDING THE NORFOLK BOREAS OFFSHORE
WINDFARM PROJECT CONSENT ORDER 201 [...]**

PLANNING INSPECTORATE REFERENCE NO EN010087

**SUBMISSIONS OF NATIONAL FARMERS UNION AND THE LAND INTEREST GROUP AT THE –
NECTON AREA OPEN FLOOR HEARING ON 15 JULY 2020**

DATE 29TH JULY 2020

1.0 Introduction

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

2.0 Construction Effects: Phasing and Easements

- 2.1 **Phasing and Easements:** The NFU and LIG are aware that the Vanguard and Boreas schemes could be constructed in up to four phases which will therefore result in four easements. So, if the full easement width is 20m then each easement would have a 5m width. This may result in four developers/OFTOs taking on an easement following construction and therefore four parties for landowners to work with. The NFU and LIG have requested that a joint managing agent is put in place so that landowners have one point of contact when dealing with the four easements.

Progress has been made with Vattenfall on this point; however it has not yet been agreed in writing. NFU would like confirmation that Vattenfall will agree to a joint managing agent in writing prior to the determination of the scheme.

3.0 Landscape and Visual Effects

- 3.1 **Substations at Necton:** The NFU has concerns with regard to the design of the substation, in particular the materials and colours to be used. The landscape mitigation for the substation also remains a concern.

The NFU refers to paragraph 69 of the Design and Access Statement. The NFU would like clarity regarding who will be consulted and briefed on the optionality of construction material and the opportunities for the two landowners affected to be involved in the decision-making process. At the present time the wording in paragraph 69 just states “this could be considered within the design process” this is rather vague.

The NFU confirms that there is some additional wording in paragraph 70 as requested relating to local preferences to colour and material. NFU would like to see it stated that the two landowners directly affected will have direct involvement in these elements.

The NFU confirms that the wording in paragraph 76 does now include engagement with landowners.

Further the NFU would like to see much more detail in regard to landscape mitigation design and how this will be achieved through bunding and tree planting. As requested by others at the hearing it is believed that Vattenfall should have to provide a detailed landscape mitigation plan now and for this to be approved as part of the DCO. It is too late to leave the landscape mitigation plan to be decided within the Design Guide.

4.0 Cumulative Impact

- 4.1 **Cumulative Impact:** The NFU has concerns regarding the cumulative impact of the Norfolk Boreas and Norfolk Vanguard scheme especially at the crossing point with the Hornsea 3 scheme. The NFU and Vattenfall have agreed a position statement with regard to these issues, however as far as we are aware Orsted have not agreed to this position statement.

Vattenfall have stated that the most thermally efficient crossing design and the least disruptive construction method are key to Norfolk Boreas and Vanguard. This needs to be agreed and confirmed by Hornsea 3, Orsted.

The NFU are now concerned that Vattenfall have now had their DCO granted for the Norfolk Vanguard project, which is ahead of the DCO decision for Hornsea 3. The NFU would like confirmation that the position statement previously agreed with Vattenfall will still stand now that the Norfolk Vanguard scheme has been granted ahead of Hornsea 3.

5.0 Private Water Supplies

5.1 Private Water Supplies: The NFU have provided the following required wording with regard to private water supplies to the Applicant, which is included in the Statement of Common Ground:

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).

The NFU would like to reiterate that it is essential that in the event a private water supply is affected by the scheme such as contamination, Vattenfall needs to provide an alternative water supply. Vattenfall have tried to insert the words 'reasonable endeavours' into the wording for private water supplies, which is not considered acceptable as it is not a strong enough commitment given the importance of a provision of a water supply.

6.0 Article 16: Authority to Survey

6.1 Authority to Survey: The NFU really feels it is not unreasonable for Vattenfall or their contractors to be able to provide details on the surveys to be carried out, the equipment to be used and an indication of the timescales involved to carry out the survey.

The NFU have provided details of two schemes, the A303 Stonehenge and the A30. This has been addressed differently in these applications, one by including the wording in the article and the other under the role of the ALO.

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 draft DCO for the A303:

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 would be happy for the wording to be set out in the same way within Article 16 of the draft DCO and as part of the role of the ALO which will be in the OCoCP.

7.0 Article 26: Temporary Use of Land

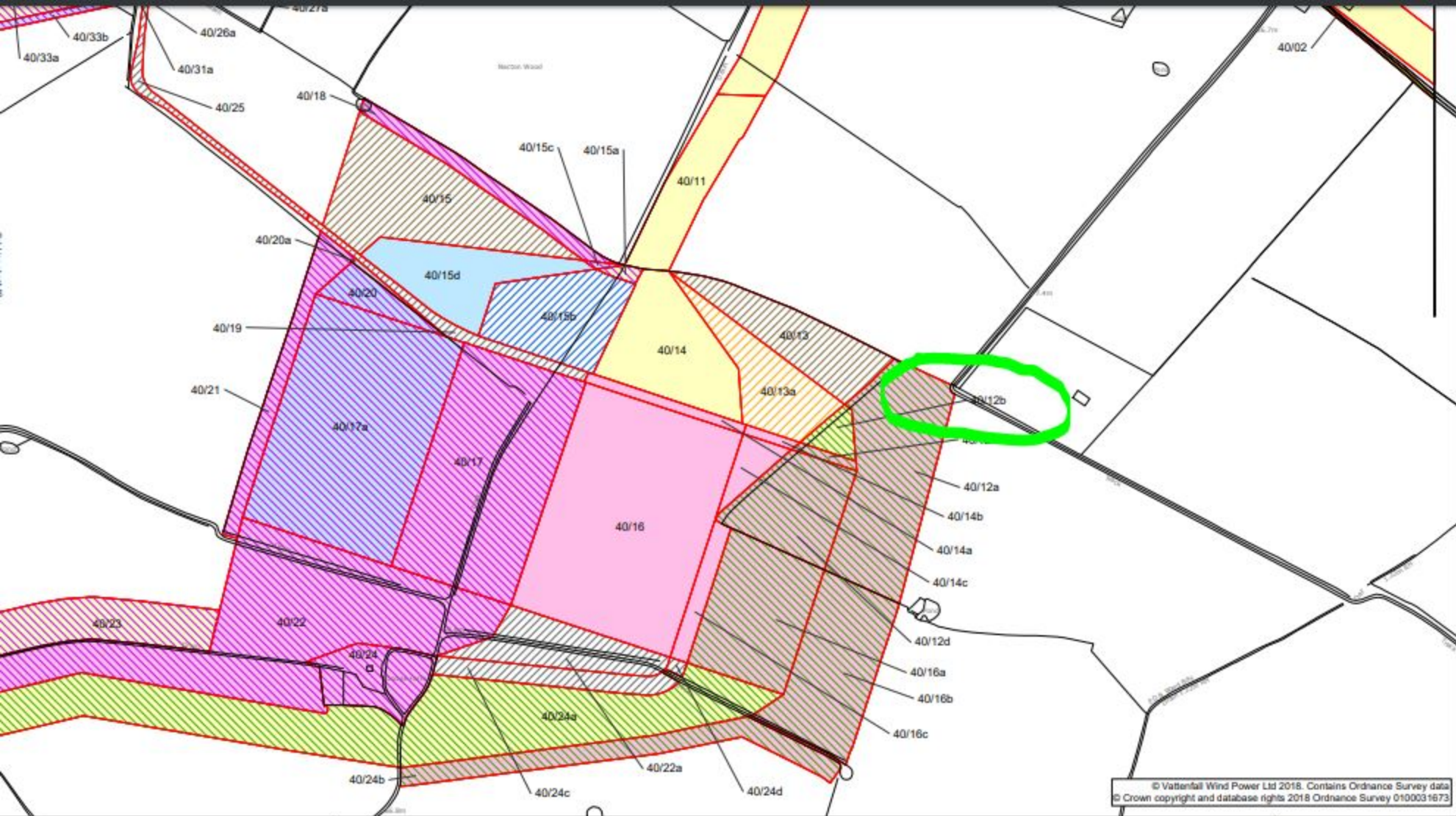
7.1 Temporary Use of Land: The NFU are requesting that all DCOs should give 28 days' notice rather than the 14 days stated in the DCO. This is due to problems in planning or changing arrangements, notifying third parties or the farmer being on holiday. 28 days also allows a more appropriate amount of time to amend supply deliveries such as sprays/fertilisers, moving livestock to alternative locations and adapting business operations.

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

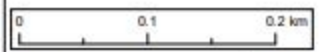
As stated at the hearing it makes no difference that there are no residential properties on the land in question as it is the impact of taking the land that will have the greatest impact on the landowners and occupiers.

8.0 Other matters: Order limits for substation

The red line boundary of the land required for the Boreas substation prevents the Landowner effected by the substation to be able to gain access to other land within the Estate ownership. Provision needs to be made within the DCO for suitable access to be provided. Please see the attached plan indicating where the location of the access is required circled in green. This access needs to be a minimum width of 12 metres to allow for agricultural machinery to pass.



Type 8: Permanent rights under Scenario 1, Temporary rights under Scenario 2



Project: Norfolk Boreas Offshore Wind Farm
 Report: Development Consent Order

Title: Land Plans Both Scenarios Overview Sheet 40

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