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**To:** [Norfolk Boreas](#)  
**Cc:** [Alice Sharlot](#)  
**Subject:** NFU submission to Fifth Round Written Questions  
**Date:** 25 August 2020 21:22:44  
**Attachments:** [Boreas Answers to Fifth Written Questions final 25.8.2020.pdf](#)

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Dear Sirs

Please see the attached response by the NFU and LIG to the fifth round of written questions from the Examiners. The NFU confirms that a further submission will be made with an answer to **Q5.16.0.1 SoS Decisions and letters regarding other NSIPs and Q5.16.0.5 Additional information.**

We hope this is acceptable.


Yours faithfully

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**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 FIFTH WRITTEN QUESTIONS**

**DATE 25<sup>TH</sup> AUGUST 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 Fifth Written Questions

- 2.1 **3: Compulsory Acquisition Q5.3.0.1:** The NFU and LIG confirm that there is no change to previous submissions to The Compulsory Acquisition Objections Schedule (COAS). Therefore status of objection is as stated in the schedule.

- 2.2 **4: Cumulative Impact Q5.4.0.1: Projects included in cumulative impact assessment:** The NFU and LIG does not understand why it not possible for a CIA (Cumulative Impact Assessment) to be carried out and assessed now. Why is it only possible in 2021? Surely Vattenfall for the Boreas Project should have to carry out another EIA now before the end of the Examination and they have the expertise and knowledge to be able to provide an informed assessment. We do agree that the impacts of the projects including Norfolk Boreas will need to be considered as part of the Dudgeon and Sheringham Extension Projects in their EIA.

The NFU and LIG confirm that the adverse effects of construction activities will be worse due to multiple schemes, potentially being Norfolk Vanguard, Norfolk Boreas, Hornsea Project 3, Dudgeon and Sheringham Shoal Extension Projects, on landowners and communities. The multiple schemes adverse effects do therefore need to be considered and addressed. Further we do not agree that the geographical and temporal spread of the relevant projects is great enough to minimise the cumulative impact.

- 2.3 **4. Cumulative Impact Q5.4.0.7: Community Liaison:** The role of the ALO has been identified and agreed by the NFU and LIG with Vattenfall. The role outlined of the ALO is very specific for landowners and is set out in REP 10 -013 Appendix B. The key responsibilities have been outlined and the duration of the contract. The NFU would expect the ALO to cover the full length of the project and all the landowners affected.

The NFU and LIG are expecting the ALO to provide an on the ground service between landowners and Vattenfall’s contractors on site at all times during construction and for one year after construction has been completed. Part of the role is to engage with landowners to inform them of all activities taking place on their land and to resolve any issues which arise.

As stated the ALO role is secured in REP10 -013 Appendix B of the outline Code of Construction.

- 2.4 **4. Cumulative Impact Q5.4.0.8: Community Liaison:** The NFU and LIG could see that it may be possible for the ALO for Norfolk Vanguard project to take on the role for Norfolk Boreas. But we believe that Orsted for the Hornsea 3 project should be securing an ALO for their own project.

We would of course expect the ALO for Vattenfall projects to liaise with the ALO for Hornsea 3 especially in regard to where the cables for both projects cross.

We would request and are expecting that the above point is included under the role of the ALO in REP10 -013.

#### 2.5 4. Cumulative Impact: Q5.4.0.11: The Crossing with Hornsea Three OWF, North of Reepham.

The NFU and LIG would be grateful if Vattenfall could provide a method statement with cross-section illustrations for construction of the crossing point of cables which illustrates all the possible construction process options (open cut trench and trenchless) of the Proposed Development with all the different possible configurations (ie with and without Norfolk Vanguard OFW) and Hornsea Three with HVAC and HVDC. This would be very helpful and much appreciated by landowners.

The NFU and LIG can confirm that they have still received no method statement or guarantee from Orsted in regard to Hornsea 3 that they will agree to the method to lay the cables at the crossing point to be the most thermally efficient and least disruptive to landowners.

#### 2.6 4.Cumulative Impact: Q5.4.0.12: The Crossing with Hornsea Three OWF, North of Reepham.

The NFU and LIG would like to confirm that the method statement agreed must include the wording 'least disruptive to agricultural land' as well as most thermally efficient.

#### 2.7 5. Draft Development Consent Order: Q5.5.0.1

**Article 16:Q5.5.1.2: Authority to survey and investigate land:** The NFU can confirm that after checking the dDCO on 25.8.2020 no wording has been changed in Article 16 or to the role of ALO to cover surveys.

The NFU believes that it is essential that the following wording is included in the Article 16:

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

Then the following wording should be *agreed in the Role of the ALO in OCoCP:*

*"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".*

From the experience gained on other linear schemes this information is required by landowners due to the amount of surveys that are carried out. It is not an onerous request.

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: Q5.5.0.1: 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 in the DCO application by Highways England for the A30 Chiverton to Carland Cross. As stated in our other written submissions HS2 has now agreed to a 3 month notice for temporary possession as the Select Committee in the House of Commons realised how important it is to agricultural businesses to be able to plan before land is taken. Further in negotiations with Orsted for Hornsea 4 we have requested that a 3 month notice is served with a Notice of Entry.

It is therefore felt that as a minimum a 28 day notice has to be served.

## **2.16 9.0 The Applicant's landscape and visual assessment**

### **Q5.9.5.1: Onshore project substation 12m access strip for large machinery Please see the response below from Chris Allhusen the landowner affected:**

12m strip for large machinery. This is to enable adjacent pieces of land to be farmed. The boundary will need to be a straight line, not a curve, as from a practical point of view, the area will need to be fenced, and it will provide an access with a minimum of 12 metres wide at the narrowest point.

### **2.17 Q5.9.5.3: Layout and drainage and landscape features at proposed onshore substation.**

The NFU and LIG can confirm the current position the Landowner affected by part of the substation in regard to the following statement "different layout and approach to some of the landscaping and drainage features on the site":

- A request has been made for information on layout
- Discussions are ongoing on landscaping
- There have been no discussions on drainage features.

### **2.18 Q5.9.5.6 & 7: Independent Design Review Substation.**

The NFU and LIG agree it would be useful to have an early design review and believe this should be undertaken by a local forum. The two landowners affected must be part of the local forum and it is not just for Breckland Council to approve the design.

If it was an independent review panel who would actually form part of the panel and how would they make sure they took in the views of the two landowners directly affected as well as the local village Necton? NFU and LIG need to understand this more fully before being able to advise on a preference.

## 2.19 Q5.9.5.8: Design and Access Statement and Outline Landscape and Ecological Management Strategy

The NFU and LIG will respond to this for deadline 15 (1<sup>st</sup> September 2020).

## 2.20 Q5.15.0.2: Wording of the OCoCP regarding Private Agricultural Water Supplies.

As stated in previous submissions 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 wording we would like to see is highlighted below in black and which has been agreed for other schemes. The NFU believes strongly that this is not an unreasonable request.

The wording below in blue is the wording provided by the Applicant in REP 13-015. We have highlighted in red the words we would like to see deleted so that the wording is acceptable. The Applicant in the first and third paragraphs has added in the wording 'within the Order land where it is viable to do so' this wording is not at all acceptable. We accept that the incident to the water supply is likely to take place within the Order land but to provide another supply if that is what is needed then this may need to take place outside the Order land; for instance if a new borehole is required to supply the water.

### *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 an existing private water supply to an agricultural holding (previously notified in writing to the main works contractor by the landowner) is adversely and directly affected by the construction of the Proposed Works, if reasonably requested by the landowner/agricultural tenant, the Developer will use (reasonable endeavours) to provide or procure or meet the reasonable cost of the provision of installing an alternative supply of water (the form and type of which shall be at the contractor's option) (within the Order land where it is viable to do so).*

*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 the supply is so affected temporarily by the construction of the Proposed Works, then the (installation) of the alternative need only be provided 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).*

*Where a reasonable request is made by the landowner/agricultural tenant for a permanent supply due to permanent severance of the existing supply caused by the construction of the Proposed Works then, if the landowner/agricultural tenant can demonstrate that an alternative means of supply is reasonably required for its (**agricultural**) operation, the Developer will use (**reasonable endeavours**) to provide or procure or meet the reasonable cost of installation of an alternative (the form and type (either borehole or mains supply) shall be at the contractor's option) (**within the Order land where it is viable to do so**).*