

Norfolk Boreas Offshore Wind Farm Schedule of Changes to the draft Development Consent Order (Version 8)

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Photo: Ormonde Offshore Wind Farm

Norfolk Boreas Limited
Norfolk Boreas Offshore Wind Farm

Schedule of Changes to the draft DCO

Deadline 18

(12 October 2020)

Date	Issue No.	Reason for Issue	Author	Checked	Approved
09/10/2020	01.	Draft for review	JT	VR	JL
12/10/2020	02.	Final for submission	JT	VR	JL

Schedule of changes to the draft Norfolk Boreas Offshore Wind Farm DCO

Ref.	DCO Ref.	Consultee	Comments from consultee (Rationale for the change)	Change made	DCO Version
Deadline 0 (4 November 2019)					
0.	Article 2 (Interpretations) Schedule 9-13 (Interpretations)	MMO	The MMO, in their relevant representation, questioned whether "scour protection" should be referred to as "equipment" in the definitions of "gravity base", "jacket foundation", "monopile foundation" and "tetrabase foundation". Accordingly, the Applicant has updated the definition to refer to materials and equipment.	<i>"gravity base" means a structure principally of steel, concrete, or steel and concrete which rests on the seabed either due to its own weight with or without added ballast or additional skirts and associated materials and equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;</i> [The same change has been made to the respective definitions of "jacket foundation", "monopile foundation" and "tetrabase foundation".]	2
1.	Article 6(11)(c)	N/A	To correct an error as this drafting was previously placed beneath the wrong sub-paragraph at paragraph (10) rather than paragraph (11).	<i>(c) the transferee or lessee is a person within the same group as Vattenfall AB (publ) (a company incorporated in Sweden with Reg No. 556036–2138, whose registered office is SE–169 92 Stockholm, Sweden) under Section 1261 of the Companies Act 2006.</i>	2

2.	Article 6(14)	N/A	The Applicant would not be in a position to provide a copy of the document effecting the transfer at the stage of consulting the Secretary of State under Article 6(3) given that, at this stage, the Applicant is consulting the Secretary of State prior to making an application for consent to the transfer of benefit. This change makes it clear that a copy of the transfer agreement will only be required where relevant.	(b) <i>where relevant, be accompanied by—</i> (i) <i>where relevant, a plan showing the works or areas to which the transfer or grant relates; and</i> (ii) <i>a copy of the document effecting the transfer or grant signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted.</i>	
3.	Schedule 1, Part 3, 2(1)(d) Schedule 9, Part 4, 1(1)(d) Schedule 10, Part 4, 1(1)(d)	Various including NFFO, Natural England, and internal design	Updating of turbine spacing to align with commitments made by Norfolk Vanguard and to simplify the worst case scenario position in relation to ornithology and commercial fisheries.	(d) <i>be less than 7260 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 7620 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind);</i>	2
4.	Schedule 1, Requirement 5 Schedule 11-12, Condition 2 and 3(1)(f)	NE	To reflect commitment to reduce cable protection to 5% in the SAC.	5.—(1) <i>The total length of cables must not exceed 1,190 kilometres and the total length of cable trench within which the cables will be placed must not exceed 910 kilometres;</i> <i>(2) The total volume of cable protection must not exceed 321,436m3</i> <i>(3) The total area occupied by cable protection must not exceed 606,086m2 ; and</i> <i>(4) The length of cables and volume and area of cable protection must not exceed the following parameters in respect of the corresponding Work Nos.—</i> ...	2

				<p>2.</p> <p>Work No. 4A and 4B (export cable) 500 kilometres 76,436 m3 132,086 m2</p> <p>...</p> <p>3(1)</p> <p>(f) in the Haisborough, Hammond and Winterton Special Area of Conservation, the total area of cable protection must not exceed 532,000m2 and the total volume of cable protection must not exceed 320,800m3.</p>	
5.	Schedule 1, Requirement 9 Schedule 9-10, Condition 6	MMO	As a result of comments from the MMO's relevant representation.	<p>9.—(1) In relation to any offshore service platform, each foundation using piles must not have—</p> <p>(a) more than six driven piles;</p> <p>(b) in the case of two or more pile structures, have a pile diameter which is more than three metres.</p> <p>(2) In relation to an offshore service platform, the each foundation must not have a seabed footprint area (excluding scour protection) of greater than 7,500 m2.</p> <p>6.—(1) In relation to an offshore service platform, the each foundation using piles must not have—</p> <p>(a) more than six driven piles;</p> <p>(b) a pile diameter which is more than three metres.</p> <p>(2) In relation to an offshore service platform, the each foundation must not</p>	2

				<i>have a seabed footprint area (excluding scour protection) of greater than 7,500 m2.</i>	
6.	Schedule 1, Part 3 (16)	NCC	This requirement has been updated to require trenchless installation techniques under the A1067 in order to reflect traffic assessments and as a result of consultation with NCC.	<i>(13) In the event of scenario 2, trenchless installation techniques must be used for the purposes of passing under— ... (s) A1067 Road (Work No. 7)</i>	2
7.	Schedule 1, Part 3 (20)	Natural England	Updated as a result of consultation with Natural England and following Natural England's Relevant Representation.	<i>(1) No stage of the onshore transmission works may commence until for that stage a code of construction practice has been submitted to and approved by the relevant planning authority, in consultation with Norfolk County Council, and the Environment Agency, and relevant statutory nature conservation body.</i>	2
8.	Schedule 1, Part 3 (24)	Natural England	This wording has been inserted to reflect discussions with Natural England and to signpost the mitigation measures required within the SPA.	<i>(4) Construction works within 5km of the Broadland Special Protection Area and Ramsar site must be carried out in accordance with the mitigation relating to onshore ornithology contained in section 10.3.1 to 10.3.2 of the outline landscape and ecological management strategy, which must be incorporated into the ecological management plan.</i>	2
9.	Schedule 1, Part 3 (26)	Examining Authority	This wording reflects changes from the Norfolk Vanguard dDCO submitted at Deadline 8 as a result of the Examining Authority's suggestions in the Schedule of Changes.	<i>(5) No crushing or screening works must take place at any time on any of the mobilisation areas, without the prior written consent of the relevant planning authority.</i>	2
10.	Schedules 9 – 13, Part 1	MMO / NE	This definition has been replicated from Article 2 of the DCOs into each	<i>"statutory nature conservation body" means an organisation charged by</i>	2

	(Interpretations)		DML following relevant representations from Natural England and the MMO. References to Natural England within the dDCO have also been updated to refer to the relevant statutory nature conservation body.	<u>government with advising on nature conservation matters;</u>	
11.	Schedule 9 – 10, Part 3, 1(d) and 2(2)(c) Schedule 11-13 Part 3, 1(d)	MMO	As a result of comments contained in the MMO's relevant representation.	<i>(d) the disposal of up to a total of [relevant figure for each Schedule]m³ of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references [XX] [XX] within the extent of the Order limits seaward of MHWS.</i>	2
12.	Schedule 9, Condition 9(9)	MMO	To ensure consistency across all DMLs and to reflect comments from the MMO's relevant representation.	<i>(9) The notices to mariners must be updated and reissued at weekly intervals during construction activities and at least five days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under condition 14(1)(b). Copies of all notices must be provided to the MMO, MCA and UKHO within five days.</i>	2
13.	Schedule 10 Condition 9(8) Schedule 11 Condition 4(8)	MMO	To ensure consistency across all DMLs and to reflect comments from the MMO's relevant representation.	<i>(8) A notice to mariners must be issued at least ten days prior to the commencement of the licensed activities or any part of them advising of the start date of Work No. 1 (wind turbine generators or other offshore construction activities including array cables and fibre optic cables) and</i>	2

	Schedule 13 Condition 3(8)			<i>the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO, MCA and UKHO within five days.</i>	
14.	Schedule 9-10, Condition 12(4) Schedule 11-12, Condition 7(4) Schedule 13, Condition 5(4).	MMO	As a result of comments from the MMO's relevant representation.	<i>(4) The undertaker must inform the MMO of the location and quantities of material disposed of each month under this licence. This information must be submitted to the MMO by 15 February each year for the months August to January inclusive, and by 15 August each year for the months February to July inclusive. In the event that no activity has taken place during the reporting period the undertaker must provide a null (0) return to the MMO.</i>	2
15.	Schedules 9 - 10, Part 4 (14)	MCA	This wording was agreed with the MCA during the Norfolk Vanguard examination and makes clear for the avoidance of doubt that MGN543 includes all its annexes.	<i>(ix) the proposed layout of all wind turbine generators (in accordance with the recommendations for layout contained in MGN543 <u>and its annexes</u>), accommodation platforms and meteorological masts including any exclusion zones identified under sub-paragraph (1)(h)(iv);</i>	2
16.	Schedule 9, Condition 15(7)	MMO	To address an inconsistency with the other DML schedules and to reflect a comment from the MMO in their relevant representation.	<i>(7) The licensed activities must be carried out in accordance with the <u>approved</u> plans, protocols, statements, schemes and details approved under condition 14 or <u>deemed to be</u> approved following an appeal under sub-paragraph (6) above, unless otherwise agreed in writing by the MMO.</i>	2

17.	Schedules 9 - 10, Part 4 Condition 15(8) Schedules 11 - 12, Part 4 Condition 10(8)	MCA	This wording has been updated to reflect discussions with the MCA whilst maintaining consistency with the dDCO for Norfolk Vanguard.	<p><i>(8) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has given written approval of an Emergency Response Co-operation Plan (ERCoP) which includes details of the plan for emergency, response and co-operation for the authorised scheme in accordance with the MCA recommendations contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes. The ERCoP and associated guidance and requirements must be implemented as approved, unless otherwise agreed in writing by the MMO in consultation with the MCA.</i></p>	2
18.	Schedule 9-10, Condition 16 Schedule 11-12, Condition 11 Schedule 13, Condition 9	MMO	To reflect a request in the MMO's relevant representation.	<p>Post-construction plans and documents</p> <p><i>The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MMO, MCA and UKHO.</i></p>	2

19.	Schedule 10, Condition 20(4)	MMO	Correction of a typographical error.	<p><i>(4) Following installation of cables (including fibre optic cables), the cable monitoring plan required und within 12 weeks of completion of impact pile driving, information on the locations under condition 14(1)(g)(iii) must be updated with the results of the post installation surveys. The plan must be implemented during the operational lifetime of the authorised scheme and reviewed as specified within the plan, following cable burial surveys, or as instructed by the MMO.</i></p>	2
20.	Schedule 11, Condition 12	N/A	To correct an error and ensure consistency with the other DMLs.	<p><i>12. (1) The undertaker must provide the following information to the MMO—</i></p> <p><i>(a) the name and function of any agent or contractor appointed to engage in the licensed activities within seven days of appointment; and</i></p> <p><i>(b) each week during the construction of the authorised scheme a completed Hydrographic Note H102 listing the vessels currently and to be used in relation to the licensed activities.</i></p> <p><i>(2) Any changes to the supplied details must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in the licensed activities.</i></p> <p><i>12.—The undertaker must conduct a swath bathymetric survey to IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out and provide the data and survey report(s) to the MCA and activities.</i></p>	2

21.	Schedule 11-12, Part 4, Condition 19	Natural England	This wording has been inserted to reflect discussions with Natural England and to mitigate impact on red throated diver during cable installation. This is also consistent with the dDCO submitted for Norfolk Vanguard.	<u>19. Restriction on cable installation construction works</u> <u>During the months of January to March inclusive, construction activities consisting of cable installation for Work No. 4A and Work No. 4B must only take place with one main cable laying vessel.</u>	2
Deadline 1					
22.	Article 2 Schedule 17	ExA	Reference to 'Part' has been capitalised throughout where appropriate in response to comments from the ExA at ISH 1.	<i>"onshore transmission works" means Work Nos. 4C to 12B and any related further associated development in connection with those works and ancillary works described in Schedule 1 pPart 1 and Schedule 1 Ppart 2 respectively;</i>	3
23.	Article 6	MMO	To correct a typographical error.	<i>(15) The date specified under paragraph (1314)(a)(ii) must not be earlier than the expiry of five days from the date of the receipt of the notice.</i> <i>(16) The notice given under paragraph (1314) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice</i>	3
24.	Article 39	ExA	At ISH1 into the draft DCO, the ExA questioned whether the list of organisations in Article 39(1) should also include government departments and other organisations specified in the Requirements. The Applicant has amended the Article in order to cover any potential discharging bodies that are not covered by the list.	"39. (1) <i>Where an application is made to or request is made of the relevant planning authority, a highway authority, a street authority or the owner of a watercourse, sewer or drain, <u>or any other relevant discharging authority</u>, for any agreement or approval required or contemplated by any of the provisions of the Order, such agreement or approval</i>	3

				<i>must, if given, be given in writing and may not be unreasonably withheld."</i>	
25.	Article 39(2) Schedule 16(4)	N/A	This Article has been updated to reflect an earlier omission. Schedule 16 paragraph 4 has also been updated in a similar manner.	<i>(2) Schedule 16 (procedure for discharge of requirements) has effect in relation to all agreements or approvals granted, refused or withheld in relation to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34 and 35 in Part 3 of Schedule 1 (requirements).</i>	3
26.	Schedule 1, Part 1 Authorised Development	ExA	In the Hearing Action Points from ISH1, published by the Planning Inspectorate on 14 November 2019, the ExA asked the Applicant to review the layout of the dDCO with a view to separating out Associated Development more clearly. The Applicant has introduced headings to clarify this Part accordingly.	<u>Associated Development</u> <u>And</u> <i>Associated development within the meaning of section 115(2) of the 2008 Act comprising—</i>	3
27.				<u>Further Associated Development</u> <u>And</u> <i>In connection with Work Nos. 1 to 4B and to the extent that they do not otherwise form part of any such work, further associated development comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project and which fall within the scope of the work assessed by the environmental statement including—</i> ... <u>and in</u> <i>connection with such Work Nos. 4C to 12B...</i> <u>and in</u> <i>the event of scenario 2, in connection with Work No. 11A and Work No. 11B...</i>	

28.		ExA	At ISH1 into the draft DCO, the ExA questioned whether the wording 'necessary or expedient' was required here. The Applicant considers that the wording in the preamble sets out the qualifying criteria for activities to be authorised and duplication at (p) is not therefore necessary. It is clear from the preamble text that any further associated development must fall within the scope of the work assessed by the Environmental Statement.	<i>(p) such other works, apparatus, plant and machinery of whatever nature as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised project.;</i>	3				
29.	Schedule 1, Part 3, Requirement 15	ExA	At the request of the ExA, the Applicant has updated the title of this Requirement.	Scenarios, <i>and</i> stages, and <i>phases</i> of authorised development onshore	3				
30.	Schedule 1, Part 3, Requirement 16	ExA	The Applicant has added wording to this Requirement to clarify that the relevant planning authority will have approved the details for the onshore project substation and the overhead line pylon works, in accordance with which construction works must be carried out.	<i>(3) The onshore project substation must be carried-out constructed in accordance with the approved details approved by the relevant planning authority.</i> <i>12(b) the permanent replacement overhead line pylon works comprised in Work No. 11A must be carried-out constructed in accordance with the details approved details by the relevant planning authority;</i>	3				
31.	Schedule 1, Part 3, Requirement 16	ExA	In the Hearing Action Points from ISH 1, the ExA asked the Applicant to consider how further clarity could be provided around maximum area of the temporary compound(s). The Applicant has updated Requirement 16 (Detailed design parameters onshore) accordingly.	<i>(15) The footprint of temporary works areas must not exceed the following parameters:</i> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><i>Temporary Work Area</i></th> <th style="text-align: left;"><i>Maximum footprint (m²)</i></th> </tr> </thead> <tbody> <tr> <td><i>Mobilisation areas</i></td> <td><i>10,000 m² for each</i></td> </tr> </tbody> </table>	<i>Temporary Work Area</i>	<i>Maximum footprint (m²)</i>	<i>Mobilisation areas</i>	<i>10,000 m² for each</i>	3
<i>Temporary Work Area</i>	<i>Maximum footprint (m²)</i>								
<i>Mobilisation areas</i>	<i>10,000 m² for each</i>								

				<p><i>mobilisation area</i></p> <p><i>Trenchless crossing compounds (Scenario 2 only)</i></p> <p><i>7,500m² at each drill entry site and 5,000m² at each drill exit site</i></p> <p><i>Temporary landfall compounds at Work No. 4C (up to two)</i></p> <p><i>3,000 m² for each compound</i></p> <p><i>Temporary construction compound associated with Work No. 8A and 8B.</i></p> <p><i>20,000 m²</i></p>	
32.	Schedule 1, Part 3, Requirement 17	ExA	At ISH 1, the Applicant agreed that the use of the word 'part' in Requirement 17 could be considered superfluous, and the Applicant has deleted reference to 'part' accordingly.	17. (1) No part of Works No. 4A, 4B or 4C may <i>must not</i> commence until a method statement for the construction of Works No. 4A, 4B and 4C has been submitted to and approved in writing by North Norfolk District Council in consultation with the relevant statutory nature conservation body.	3
33.	Schedule 1, Part 3, Requirement 18	ExA	At ISH 1 the ExA asked the Applicant to consider updating this Requirement to reflect additional detail from the OLEMS. The Applicant has updated Requirement 18 to reflect the OLEMS accordingly.	<i>(i) sustainable drainage measures integrated into the details of hard and soft landscaping works at the onshore project substation (Work No. 8B); and</i>	3

				<i>(j) guidance on the use of materials and colours relating to the design of the onshore project substation (Work No. 8A).</i>	
34.	Schedule 1, Part 3, Requirement 20	N/A	This Requirement has been updated to correct an error and to ensure consistency with the defined term.	<i>(4) Pre-commencement screening, fencing and site security works must only take place in accordance with a specific plan for such pre-commencement works which must accord with the relevant details for screening, fencing and site security set out in the outline code of construction practice, and which has been submitted to and approved by the relevant local planning authority</i>	3
35.	Schedule 1, Part 3, Requirement 23			<i>(4) Pre-commencement surveys, site preparation works and archaeological investigations must only take place in accordance with a specific written scheme of investigation which is in accordance with the details set out in the outline written scheme of investigation (onshore), and which has been submitted to and approved by the relevant planning local authority.</i>	3
36.	Schedule 1, Part 3, Requirement 24			<i>(3) Pre-commencement site clearance works must only take place in accordance with a specific ecological management plan for site clearance works which is in accordance with the relevant details for site clearance works set out in the outline landscape and ecological management strategy, and which has been submitted to and approved by the relevant planning local authority. The plan for site clearance works must be informed by post consent ecological surveying of previously un-</i>	3

				<i>surveyed areas for the relevant stage referred to in the plan.</i>	
37.	Schedule 16(1)	ExA and NNDC	The list of Requirements in Schedule 16 has been updated to reflect an earlier omission.	<i>(1) Where an application has been made to a discharging authority for any agreement or approval required pursuant to requirements 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, <u>32</u>, 33, and 34 and 35 in Part 3 of Schedule 1 (requirements) of this Order.</i>	3
Deadline 4 (30 January 2020)					
38.	Article 2, Interpretation	ExA	At the hearing into onshore matters held on 21 January 2020, the ExA asked for clarity on the buildings connected to the onshore project substation. The Applicant has therefore inserted a new definition for converter building at Article 2 and referred to converter building in Requirement 16.	<i>"converter building means the building housing the principal electrical equipment comprised in Work No.8A"</i>	4
39.	Article 2, Interpretation Schedules 9 – 12, Part 1	N/A	To correct a typographical error and make alphabetical.	<i><u>"HAT" means highest astronomical tide;</u></i>	4
40.	Article 2	N/A	To reflect an update requested by the Secretary of State to the Norfolk Vanguard application and to link with the amendment made to Requirement 21.	<i><u>"Hornsea Project 3" means the project authorised pursuant to the Hornsea Three Offshore Wind Farm Order 20[X];</u></i>	4
41.	Article 2, Interpretation Schedule 17, Part 7	Environment Agency	To address a request from the Environment Agency.	<i><u>"main river" has the same meaning as in is the Water Resources Act 1991(b)</u></i> <i>[Footnote]</i>	4

				<u>(b) "main river" is defined in section 113</u>	
42.	Article 2, Interpretation	N/A	To address a question raised through the agenda issued on 14 January 2020 and reflect the definition in the ES.	<u>"noise sensitive location" means the location of the relevant Receptor Identifier SSR1–SSR11 from Table 25.27, Chapter 25 of the environmental statement;</u>	4
43.	Article 6(16)	N/A	To correct a cross-referencing error.	<u>(16) The notice given under paragraph (14 13) must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notice.</u>	4
44.	Article 7	Environment Agency	The Applicant has updated this Article and the relevant footnote in accordance with the most up to date statutory regime and following further consultation with the Environment Agency.	<u>(a) the Environmental Permitting (England and Wales) Regulations 20106 (c), to the extent that they require a permit for anything that would have required consent made under section 109 of the Water Resources Act 1991 immediately before the repeal of that section;</u>	4
45.	Article 15	EA	Made in response to further consultation with the Environment Agency and following their response to the ExA's first written questions.	<u>(6) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters is prohibited by regulation 12 of the 2016 Regulations Nothing in this article overrides the requirement for an environmental permit under Regulation 12(1)(b) of the 2016 Regulations insofar as the discharge activity comes within the definition contained within the 2016 Regulations.</u>	4
46.	Requirement 5	MMO	This condition has been updated following correspondence with the MMO and the equivalent changes	<u>The total length of the cables and the area and volume of their cable protection must not exceed the individual distributions set out in Table 2 of the outline scour</u>	4

	Schedules 9 - 10, Part 4, Condition 3 Schedule 11 - 12, Part 4, Condition 2 Schedule 13, Part 4, Condition 2		have been made in the appropriate conditions of the DMLs.	<u>protection and cable protection plan and must not exceed the following—</u>	
47.	Requirement 11 Schedules 9 - 10, Part 4, Condition 8 Schedule 11 - 12, Part 4, Condition 3	MMO	This condition has been updated following correspondence with the MMO, and the equivalent changes have been made in the appropriate conditions of the DMLs.	<i>The total amount of scour protection for the wind turbine generators, offshore service platform, meteorological masts, offshore electrical platforms and LIDAR measurement buoys forming part of the authorised project must not exceed 27,369,513m3 or 5,473,903m2 <u>and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan;</u></i>	4
48.	Requirement 16	ExA	At the hearing into onshore matters held on 21 January 2020, the ExA asked for clarity on the buildings housing the principal electrical equipment. The Applicant has therefore inserted a new definition for converter building at Article 2 and referred to converter building(s) in Requirement 16.	16.—(1) <i>The total number of converter buildings housing the principal electrical equipment for the onshore project substation comprised in Work No. 8A must not exceed two.</i> (2) <i>Construction works for the onshore project substation buildings referred to in paragraph (1) above must not commence until details of the layout, scale and external appearance of the same have been submitted to and approved by the relevant planning authority.</i> ... (5) <i>Buildings (including the converter buildings) comprised in Work No. 8A must</i>	4

				<p>not exceed a height of 19 metres above existing ground level and external electrical equipment comprised in Work No. 8A must not exceed a height of 25 metres above existing ground level.</p> <p>(6) The total footprint of each <i>converter building housing the principal electrical equipment for the onshore project substation comprised in Work No. 8A</i> must not exceed 110 metres by 70 metres.</p>	
49.	Requirement 21	Secretary of State	As a result of a suggested addition from the Secretary of State for the Norfolk Vanguard applicant within a letter dated 6 December 2019.	<p><i>(4) In circumstances where the Hornsea Project 3 Development Consent Order is made and development of Hornsea Project 3 commences, and notwithstanding the requirement of subparagraph (a) of paragraph (1) above, the traffic management plan shall include, in respect of Link 34 as referred to in Chapter 24 of the environmental statement, revised details of a scheme of traffic mitigation which shall be submitted to, and approved in writing by, the relevant planning authority, in consultation with the highway authority.</i></p>	4
50.	Requirement 26	Secretary of State	As a result of a suggested addition from the Secretary of State for the Norfolk Vanguard applicant within a letter dated 6 December 2019, and to reflect the intention of the Applicant.	<p><i>(4) Save for emergency works, the timing and duration full details, including but not limited to type of activity, vehicle movements and type, timing and duration and any proposed mitigation, of all essential construction activities under paragraph (2) and undertaken outside of the hours specified in paragraph (1) must be agreed with the relevant planning authority in writing in advance, and must be carried out within the agreed time.</i></p>	4

51.	Requirement 27	Secretary of State	As a result of a suggested addition from the Secretary of State for the Norfolk Vanguard applicant within a letter dated 6 December 2019.	<p>Control of noise during operational phase and during maintenance</p> <p>27—(1) <i>The noise rating level for the use of Work No. 8A and during maintenance must not exceed 35dB L_{Aeq} (5 minutes) at any time at a free field location immediately adjacent to any noise sensitive location.</i></p> <p>(2) <i>The noise rating level for the use of Work No. 8A and during maintenance must not exceed 32 dB L_{Leq} (15 minutes) in the 100Hz third octave band at any time at a free field location immediately adjacent to any noise sensitive location.</i></p> <p>(3) <i>Work No. 8A must not commence operation until a scheme for monitoring compliance with the noise rating levels set out in paragraphs (1) and (2) above has been submitted to and approved by the relevant planning authority. The scheme must include identification of suitable monitoring locations (and alternative surrogate locations if appropriate) and times when the monitoring is to take place to demonstrate that the noise levels have been achieved after both initial commencement of operations and six months after Work No. 8A is at full operational capacity. Such measurements must be submitted to the relevant planning authority no later than 28 days following completion to confirm the rating level of operational noise emissions do not exceed the levels specified in subparagraphs (1) and (2), including details of any remedial works and a programme of implementation should the emissions exceed the stated levels.</i></p>	4
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				<i>(4) The monitoring scheme must be implemented as approved.</i>	
52.	Schedules 9-10, Condition 9(12), Schedules 11-12, Condition 4(12) Schedules 13, Condition 3(12)	Secretary of State	As a result of a suggested addition from the Secretary of State for the Norfolk Vanguard applicant within a letter dated 6 December 2019, and following representations from the MMO and MCA.	<i>(12) In case of exposure of cables on or above the seabed, the undertaker must within five three days following the receipt by the undertaker of the final survey report from the periodic burial survey, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be provided to the MMO and MCA within five three days.</i>	4
53.	Schedules 9 – 10, Part 4, Condition 14(1)(h) Schedules 11-12, Part 4, Condition 9(1)(h) Schedule 13, Part 4, Condition 7(1)(h)	ExA, MMO, Historic England	This amendment was proposed by Applicant and agreed with the MMO and Historic England to address any WSI investigations in the intertidal area.	<i>(h) An archaeological written scheme of investigation in relation to the offshore Order limits seaward of mean low high water, which must accord with the outline written scheme of investigation (offshore) and industry good practice, in consultation with the statutory historic body to include—</i>	4
54.	Schedules 9 - 10, Part 4, Condition 14(3) Schedule 11-12, Part 4, Condition 9(3)	MMO	This condition has been updated for clarity following correspondence with the MMO.	<i>(3) In the event that driven or part-driven pile foundations are proposed to be used, the hammer energy used to drive or part-drive the pile foundations must not exceed <u>(a) 5,000kJ in respect of monopole foundations; and</u> <u>(b) 2,700kJ in respect of pin piles.</u></i>	4

55.	<p>Schedule 9-10, Condition 20(2)(a)</p> <p>Schedule 11-12, Condition 15(2)(a)</p> <p>Schedule 13, Condition 13(2)(a)</p>	NE	<p>To reflect comments from Natural England although noting that Natural England requested "appropriate surveys" but the Applicant needs to cover the eventuality whereby it is only necessary or 'appropriate' to carry out one survey. The wording however requires at least ("but not limited to") a survey and is not limited to one survey.</p>	<p>(2) <i>The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—</i></p> <p>(a) <i>an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey</i></p>	4
56.	<p>Schedule 9 – 10, Part 4, Condition 22</p> <p>Schedule 11 - 12, Part 4, Condition 17</p>	MMO	<p>This condition has been updated to include scour protection reporting following representations and correspondence with the MMO.</p>	<p><i>Reporting of <u>scour and</u> cable protection 22.—(1) Not more than 4 months following completion of the construction phase of the authorised scheme, the undertaker must provide the MMO and the relevant statutory nature conservation bodies with a report setting out details of the cable protection <u>and scour protection</u> used for the authorised scheme.</i></p> <p><i>(2) The report must include the following information—</i></p> <p>(a) <i>location of the cable protection <u>and scour protection</u>;</i></p> <p>(b) <i>volume of cable protection <u>and scour protection</u>; and</i></p> <p>(c) <i>any other information relating to the cable protection as agreed between the MMO and the undertaker.</i></p>	4

57.	Schedules 9 – 13, Part 5 (1)	N/A	The Applicant has reviewed reference to the word "shall" and, where appropriate, has removed or replaced reference to shall.	1. Where the MMO refuses an application for approval under condition 14 and notifies the undertaker accordingly, or fails to determine the application for approval in accordance with condition 15 the undertaker may by notice appeal against such a refusal or non-determination and the 2011 Regulations shall apply subject to the modifications set out in paragraph 2 below.	4
58.	Schedule 11-12, Part 1	N/A	To correct a typographical error and make alphabetical.	<p><i>“offshore electrical platform” means a platform attached to the seabed by means of a foundation, with one or more decks, whether open or fully clad, accommodating electrical power transformers, switchgear, instrumentation, protection and control systems and other associated equipment and facilities to enable the transmission of electronic communications and for electricity to be collected at, and exported from, the platform;</i></p> <p><i>“offshore in principle monitoring plan ” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order;</i></p> <p><i>“offshore Order limits” means the limits shown on the works plan within which the authorised scheme may be carried out, whose grid coordinates are set out in Part 2 of this licence;</i></p>	4
59.	Schedule 17, Part 7	Environment Agency	Reference to 'relevant' has been included within the Protective Provisions to reflect that the definition of "drainage authority" covers both	<i>the relevant drainage authority</i>	4

			drainage boards and the Environment Agency.		
Deadline 5 (26 February 2020)					
60.	Part 1, Article 2(1)	ExA	Wording removed to reflect the amends to Requirement 21, as explained further in response to the ExA's Written Question 14.1.5.	"Hornsea Project 3" means the project authorised pursuant to the Hornsea Three Offshore Wind Farm Order 20[X]; "Hornsea Project 3 Development Consent Order" means the Hornsea Three Offshore Wind Farm Order 20[X];	5
61.	Part 1, Article 2(1)	ExA	In response to the ExA's Written Question 2.5.1.4, the Applicant has amended the definition of 'onshore decommissioning plan' as Work No. 4B is the intertidal area.	<i>"onshore decommissioning plan means a plan to decommission Work No. 4B-4C to Work No. 12B which includes a programme within which any works of decommissioning must be undertaken"</i>	5
62.	Part 1, Article 2(1)	ExA	To reflect comments from the ExA pursuant to Written Question 2.5.1.5.	<i>"stage" means a defined stage of the authorised development, as described in a scheme submitted to the relevant planning authority pursuant to Requirement 15;</i>	5
63.	Article 37	ExA	To reflect comments from the ExA and to provide a mechanism to secure the versions of each control document and environmental statement document at the end of the examination, as explained further in response to WQ 2.5.1.1.	<i>(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of the documents listed in Schedule 18 (Documents to be certified)-following for certification that they are true copies of the documents referred to in this Order</i>	5
64.	Schedule 1, Part 1, paragraph 1(a) Schedule 1, Part 3, Requirement 3(1)	Various including NE and RSPB	As a further mitigation measure, the Applicant has reduced the maximum number of wind turbine generators forming part of the authorised project from 180 to 158.	Schedules 1, 9 and 10 have been amended to refer to 'up to 180 158 wind turbine generators'. All provisions in Schedules 1, 9 and 10 stating that the total number of wind turbine	5

	Schedule 9 -10 Part 3, Paragraph 2(1)(a) Schedule 9 -10 Part 4, Condition 8(1)(b)			generators 'must not exceed 180' have been updated to 'must not exceed 180 158.'	
65.	Schedule 1, Part 1 (Further Associated Development)	Natural England and various stakeholders	As a result of ongoing discussions with the MMO and Natural England, the Applicant has amended the Project envelope and 11.55MW turbines are now the smallest in the envelope. The Applicant has updated the relevant figures in the DCO and DMLs accordingly.	(c) <i>the removal of material from the seabed required for the construction of Work Nos. 1 to 4B and the disposal of up to a total of 48,692,242 48,573,890m³ in the event of scenario 1, or 45,092,242 44,973,890m³ in the event of scenario 2, of inert material of natural origin within the Order limits produced during construction drilling, seabed preparation for foundation works, cable installation preparation such as sandwave clearance, boulder clearance and pre-trenching and excavation of horizontal directional drilling exit pits;</i>	5
66.	Schedule 1, Requirement 2(1)(d) Condition 1(1)(d), Schedules 9 and 10.	Natural England and various stakeholders	As a result of ongoing discussions with the MMO and Natural England, the Applicant has amended the Project envelope and 11.55MW turbines are now the smallest in the envelope. The Applicant has updated the relevant spacing in the DCO and DMLs accordingly.	(1) <i>Subject to paragraph (2), any wind turbine generator forming part of the authorised project must not— ...</i> (d) <i>be less than 760 800 metres from the nearest wind turbine generator in either direction perpendicular to the approximate prevailing wind direction (crosswind) or be less than 760 800 metres from the nearest wind turbine generator in either direction which is in line with the approximate prevailing wind direction (downwind);</i>	5

67.	Schedule 1, Requirement 2(1)(e) Condition 1(1)(e), Schedule 9-10.	Natural England and various stakeholders	As a result of ongoing discussions with Natural England, and in order to provide further mitigation, the Applicant has agreed to further increase the minimum draught height.	<p>(e) have a draught height of less than 227 metres from MHWS which is less than the minimum draught height specified for the relevant wind turbine generator capacity in the table below—</p> <table border="1" data-bbox="1189 363 1697 727"> <thead> <tr> <th data-bbox="1189 363 1453 507">Wind Turbine Generator Capacity</th> <th data-bbox="1453 363 1697 507">Minimum draught height</th> </tr> </thead> <tbody> <tr> <td data-bbox="1189 507 1453 632">Up to and including 14.6MW</td> <td data-bbox="1453 507 1697 632">35m from MHWS</td> </tr> <tr> <td data-bbox="1189 632 1453 727">14.7 MW and above</td> <td data-bbox="1453 632 1697 727">30m from MHWS</td> </tr> </tbody> </table>	Wind Turbine Generator Capacity	Minimum draught height	Up to and including 14.6MW	35m from MHWS	14.7 MW and above	30m from MHWS	5
Wind Turbine Generator Capacity	Minimum draught height										
Up to and including 14.6MW	35m from MHWS										
14.7 MW and above	30m from MHWS										
68.	Schedule 1, Requirement 5 Schedules 9 and 10, Part 4, Condition 3 Schedules 11 and 12, Part 4, Condition 2	Natural England and various stakeholders	As a result of ongoing discussions with the MMO and Natural England, the Applicant has amended the Project envelope and 11.55MW turbines are now the smallest in the envelope. The Applicant has updated the relevant figures in the DCO and DMLs accordingly.	<p>5.—(1) The total length of cables must not exceed 1,190 kilometres and the total length of cable trench within which the cables will be placed must not exceed 910 kilometres;</p> <p>(2) The total volume of cable protection must not exceed 321,436 315,436m³</p> <p>(3) The total area occupied by cable protection must not exceed 606,086 594,086m²; and</p> <p>(4) The length of cables and volume and area of cable protection must not exceed the individual distributions set out in Table 2 of the outline scour protection and cable protection plan and must not exceed the following parameters in respect of the corresponding Work Nos.—</p>	5						

				Work	Cable Protection (m3)	Cable Protection (m2)	
				Work No. 1	204,000 198,500 m3	400,000 389,000 m2	
69.	Schedule 1, Requirement 11	Natural England and various stakeholders	As a result of ongoing discussions with the MMO and Natural England, the Applicant has amended the Project envelope and 11.55MW turbines are now the smallest in the envelope. The Applicant has updated the relevant figures in the DCO and DMLs accordingly.	11. The total amount of scour protection for the wind turbine generators, offshore service platform, meteorological masts, offshore electrical platforms and LIDAR measurement buoys forming part of the authorised project must not exceed 27,369,513 25,934,269 m ³ or 5,473,903 5,186,854 m ² and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan.		5	
70.	Schedule 1, Requirement 19	ExA	The Applicant has amended its description of the approval process for selecting replacement trees of a different species, to reflect comments from the ExA in response to Written Question 2.5.3.7.	(2) Any tree or shrub planted as part of an approved landscaping management scheme that, within a period of five years after planting is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise agreed-in-writing approved by with the relevant planning authority.		5	
71.	Schedule 1, Requirement 21	ExA	In response to the ExA's Written Question 2.14.1.5.	(4) The traffic management plan referred to at sub-paragraph (1)(a) must include the final detailed scheme of traffic mitigation for impacts of the authorised		5	

				<p><i>development alone, and any relevant cumulative impacts identified, in respect of Link 34 as referred to in Chapter 24 of the environmental statement (Link 34). The final scheme must be approved in writing by the relevant planning authority in consultation with the highway authority.</i></p> <p><i>(4) In circumstances where the Hornsea Project 3 Development Consent Order is granted and development of Hornsea Project 3 commences, and notwithstanding the requirement of subparagraph (a) of paragraph (1) above, the traffic management plan shall include, in respect of Link 34 as referred to in Chapter 24 of the environmental statement, revised details of a scheme of traffic mitigation which shall be submitted to, and approved in writing by, the relevant planning authority, in consultation with the highway authority.</i></p>	
72.	Schedule 1, Requirement 25	ExA	This requirement has been updated for clarity, to address a further written question raised by the ExA (WQ 2.5.3.2).	<p><i>(3) Unless otherwise permitted under paragraph (1), throughout the period of construction of the onshore transmission works, all ditches, watercourses, field drainage systems and culverts must be maintained such that the flow of water is not impaired or the drainage onto and from adjoining land is not rendered less effective.</i></p>	5
73.	Schedule 1, Requirement 30	ExA	As per the response to the ExA's Written Question 2.5.3.7, the Applicant has amended 'another person' to 'any other relevant discharging authority' for reasons of clarity.	<p><i>30. Where under any of the above requirements the approval or agreement of the Secretary of State, the relevant planning authority or any other relevant discharging authority another person is required, that approval or agreement must be given in writing.</i></p>	5

74.	Schedule 1, Requirement 31	ExA	As per the response to the ExA's Written Question 2.5.3.7, the Applicant has amended 'another person' to 'any other relevant discharging authority' for reasons of clarity.	<p>31. (1) <i>With respect to any requirement which requires the authorised project to be carried out in accordance with the details approved by the relevant planning authority or any other relevant discharging authority another person, the approved details must be carried out as approved unless an amendment or variation is previously agreed in writing by the relevant planning authority or any other relevant discharging authority that other person in accordance with paragraph (2).</i></p> <p>(2) <i>Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the relevant planning authority or that other person relevant discharging authority that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.</i></p> <p>(3) <i>The approved details must be taken to include any amendments that may subsequently be approved in writing by the relevant planning authority or that other relevant discharging authority person.</i></p>	5
75.	Schedules 9 and 10, Part 3, Paragraph	Natural England and	As a result of ongoing discussions with the MMO and Natural England, the Applicant has amended the	... the disposal of up to a total of 37,817,212 37,698,890 m3 of inert	5

	1(1)(d) and 2(2)(c) Schedules 9 and 10, Part 4, Condition 8(1)(h)	various stakeholders	Project envelope and 11.55MW turbines are now the smallest in the envelope. The Applicant has updated the relevant figures in the DCO and DMLs accordingly.	<i>material of natural origin within the offshore Order limits</i>	
76.	Schedule 9 -10, Part 3, Paragraph 1(d)(ii)	Natural England and various stakeholders	As a result of ongoing discussions with the MMO and Natural England, the Applicant has amended the Project envelope and 11.55MW turbines are now the smallest in the envelope. The Applicant has updated the relevant figures in the DCO and DMLs accordingly.	1,767,146 1,648,824 m ³ for the wind turbine generators	5
77.	Schedules 9 and 10, Part 3, Condition 8(1)(g)	Natural England and various stakeholders	As a result of ongoing discussions with the MMO and Natural England, the Applicant has amended the Project envelope and 11.55MW turbines are now the smallest in the envelope. The Applicant has updated the relevant figures in the DCO and DMLs accordingly.	(g) the total amount of scour protection for the wind turbine generators, offshore service platform, meteorological masts and measurement buoys forming part of the authorised scheme must not exceed 27,269,513 25,834,269 m ³ and 5,166,854 5,453,903 m ² and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan;	5
78.	Schedules 9 and 10, Part 3, Condition 9(12) Schedules 11 and 12, Part 4, Condition 4(12)	MCA	Following the SoS letter on Norfolk Vanguard and following discussion and agreement with the MCA	(12) In case of exposure of cables on or above the seabed, the undertaker must within three days following identification of a potential cable exposure, the receipt by the undertaker of the final survey report from the periodic burial survey, notify mariners by issuing a notice to mariners and by informing Kingfisher Information Service of the location and extent of exposure. Copies of all notices must be	5

	Schedule 13, Part 4, Condition 3(12)			<i>provided to the MMO and MCA within three five days.</i>	
79.	Schedules 9 and 10, Part 4, Condition 14(1)(d)(vi)	N/A	This wording reflects changes from the Norfolk Vanguard dDCO submitted at Deadline 9, and as requested by Natural England.	<i>(vi) procedures to be adopted followed within vessels transit corridors to minimise disturbance to red-throated diver during operation and maintenance activities.</i>	5
80.	Schedules 9 and 10, Part 4, Condition 14(1)(l)	Natural England	This wording reflects discussions with Natural England and agreement in relation to the timing for submission of ornithological monitoring.	<i>(l) An ornithological monitoring plan setting out the aims, objectives and methods for ornithological monitoring as agreed in consultation with the MMO and relevant statutory nature conservation bodies and in accordance with the offshore in principle monitoring plan. In relation to ornithological monitoring— (i) an outline plan setting out the aims, objectives and timing for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) at least four months prior to the first pre-construction survey (as referred to in Condition 14(1)(b)(aa)), and (ii) an ornithological monitoring plan setting out the methods for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) in accordance with the details and timescales approved pursuant to the outline plan referred to in sub-paragraph (i).</i>	5

81.	Schedule 16, Part 7, 71(3)	The Environment Agency	This wording has been updated for clarity, as requested by the Environment Agency.	<i>(c) may be given subject to such reasonable requirements as the relevant drainage authority may make for the protection of any drainage work or, where the drainage authority is the Environment Agency also, for the protection of water resources for the prevention of pollution or in the discharge of its environmental duties.</i>	5
82.	Schedule 18	N/A	To reflect comments from the ExA and to provide a mechanism to secure the versions of each control document and environmental statement document at the end of the examination.	Whole schedule inserted to list out documents from Article 37 to be certified.	5
Deadline 7 (31 March 2020)					
83.	Article 2(1) Schedule 11-12, Part 1, Paragraph 1(1)	Natural England and the MMO	To reflect optionality introduced following discussions with Natural England and the MMO to align with Condition 9(1)(m) of the Transmission DMLs (Schedule 11-12). This is in square brackets and one of the options will need to be removed from the final Order subject to the Secretary of State's decision.	<i>["outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation site integrity plan" means the document certified as the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Site Integrity plan by the Secretary of State for the purposes of this Order]; [OR] ["outline Norfolk Boreas, Haisborough, Hammond and Winterton Special Area of Conservation Cable Specification Installation and Monitoring Plan" means the document certified as the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Cable Specification, Installation and Monitoring Plan by the Secretary of State for the purposes of this Order];</i>	6

84.	Article 27(12)	NNDC	To reflect an agreed position with NNDC to secure temporary rights (to avoid the undertaker using permanent rights unnecessarily) for maintenance of trees, hedges, and shrubs for 10 years in the district of North Norfolk.	(12) <i>In this article “the maintenance period” means—</i> (a) <i>for the district of North Norfolk, the period referred to in requirement 19(2) in relation to the maintenance of landscaping;</i> (b) <i>in relation to any other part of the authorised project, means the period of 5 years beginning with the date on which the authorised project first exports electricity to the national electricity transmission network.</i>	6
85.	Article 44	ExA	The Applicant maintains that there will be no AEoI on any European site, particularly in light of the commitment to additional mitigation measures. However, without prejudice to the Applicant’s position regarding no AEoI, the Applicant has provided the assessment of alternative solutions and IROPI in the HRA Derogation Provision of Evidence (document reference ExA.Dero.D7.V1). This drafting is in square brackets and will need to be removed from the final Order in the event the Secretary of State does not consider compensation to be necessary.	<i>[Compensation to protect the coherence of the Natura 2000 network</i> <i>44. Schedule 19 (compensation to protect the coherence of the Natura 2000 network) has effect.]</i>	6
86.	Schedule 1, Requirement 15	ExA	In response to the ExA's third written questions Q3.5.3.1 in order to provide flexibility for sequential post-consent approvals for stages.	(3) <i>The onshore transmission works must may not be commenced until notification has been submitted to the relevant planning authority:</i>	6

				<p>(a) as to whether the undertaker intends to commence scenario 1 or scenario 2; and</p> <p>(b) detailing whether the onshore transmission works will be constructed in a single onshore phase or in two onshore phases.</p> <p>(4) The onshore transmission works must may not be commenced until a written scheme setting out the stages of the onshore transmission works for the relevant onshore phase has been submitted to the relevant planning authority, which scheme may subsequently be amended from time to time as notified to the relevant planning authority.</p>	
87.	Schedule 1, Part 3 Requirement 19	NNDC	To reflect an agreed position with NNDC in relation to the maintenance period for trees, shrubs, and hedges in the district of North Norfolk in view of the challenging soil conditions.	<p>19.—(1) All landscaping works must be carried out in accordance with the landscaping management schemes approved under requirement 18 (provision of landscaping), and in accordance with the relevant recommendations of appropriate British Standards.</p> <p>(2) Any tree, hedge, or shrub planted within the district of North Norfolk as part of an approved landscaping management scheme that, within a period of ten years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise approved by the relevant planning authority.</p>	6

				<i>(3) Any other tree, hedge or shrub planted as part of an approved landscaping management scheme that, within a period of five years after planting, is removed, dies or becomes, in the opinion of the relevant planning authority, seriously damaged or diseased must be replaced in the first available planting season with a specimen of the same species and size as that originally planted unless a different species is otherwise approved by the relevant planning authority</i>	
88.	Schedule 1, Part 3 Requirement 21	ExA	In response to third round of written questions Q3.14.1.7.	<i>(4) The traffic management plan referred to at sub-paragraph (1)(a) must include the final detailed scheme of traffic mitigation for impacts of the authorised development alone, and any relevant cumulative impacts identified, in respect of Link 34 as referred to in Chapter 24 of the environmental statement (Link 34). The final scheme must be approved in writing by the relevant planning authority in consultation with the highway authority.</i>	6
89.	Schedule 9-10, Part 3, Paragraph 1(d)	The MMO	Updating of disposal site reference following confirmation from the MMO.	<i>(d) the disposal of up to a total of 37,698,890 m3 of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site reference HU217 within the extent of the Order limits seaward of MHWS, comprising</i>	6
90.	Schedule 9-10, Part 4, Condition 12(5)	The MMO	Updating of disposal site reference following confirmation from the MMO.	<i>(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling</i>	6

				<i>mud is disposed of within disposal site references HU217 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.</i>	
91.	Schedule 9-10, Condition 14(1)(l)	The MMO	Following discussions with the MMO, the Applicant has agreed to update this wording for clarity.	<p><i>(l) In relation to ornithological monitoring—</i></p> <p><i>(i) an outline plan setting out the aims, objectives and timing for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) at least four months prior to the first pre-construction survey (as referred to in Condition 14(1)(b)(aa)), and</i></p> <p><i>(ii) an ornithological monitoring plan setting out the methods for ornithological monitoring which must be submitted to the MMO (in consultation with the relevant statutory nature conservation body) in accordance with the details and timescales approved pursuant to the outline plan referred to in sub-paragraph (i).</i></p>	6
92.	Schedule 9-10, Condition 15(8) Schedule 11-12, Condition 10(8)	Trinity House	To address comments from TH on the need for transparency and security that 5% cable protection navigable depth would be complied with (as referred to in MGN543 and secured by compliance with MGN543).	<i>(8) No part of the authorised scheme may commence until the MMO, in consultation with the MCA and Trinity House, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and</i>	6

				<i>Emergency Response Issues” and its annexes.</i>	
93.	Schedule 11-12, Part 3, Paragraph 1(d)	The MMO	Updating of disposal site reference following confirmation from the MMO.	<i>(d) the disposal of up to a total of 7,275,000 m3 of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU213, HU214, and HU217 within the extent of the Order limits seaward of MHWS, comprising—</i>	6
94.	Schedule 11-12, Part 4, Condition 3(1)(b)	The MMO	Following discussions with the MMO, the Applicant has agreed to update this wording accordingly.	<i>(b) the total amount of scour protection for the offshore electrical platforms forming part of the authorised scheme must not exceed 20,000m2 and 100,000 m3 and must not exceed the distributed quantities of scour protection set out in Table 1 of the outline scour protection and cable protection plan; and</i>	6
95.	Schedule 11-12, Part 4, Condition 7(5)	The MMO	Updating of disposal site reference following confirmation from the MMO.	<i>(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within disposal site references HU213, HU214, and HU217 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.</i>	6
96.	Schedule 11, Part 4, Condition 9(1)(g)	Secretary of State and Natural England	To reflect the optionality introduced as a result of the alternative plan at document 8.20/condition 9(1)(m)). In the event that the Secretary of State decides a CSIMP is the appropriate	<i>(g) A cable specification, installation and monitoring plan, [for the installation and protection of cables outside of the Haisborough, Hammond and Winterton</i>	6

	Schedule 12, Part 4, Condition 9(1)(g)		<p>control document 8.20, this text is needed to clarify that there will be a cable specification installation and monitoring plan outside of the HHW SAC area and also, secured separately, a cable specification installation and monitoring plan for the HHW SAC area.</p> <p>This text will need to be removed in the event that the Secretary of State considers that the HHW SAC SIP (document 8.20) is still required, hence the square brackets.</p>	<i>Special Area of Conservation,] to include—</i>	
97.	<p>Schedule 11, Part 4, Condition 9(1)(m)</p> <p>Schedule 12, Part 4, Condition 9(1)(m)</p>	Secretary of State and Natural England	<p>To reflect discussions with Natural England and the MMO and to insert optionality for the SoS to secure either the HHW SIP or the HHW CSIMP.</p> <p>This text is in square brackets and only one option can be taken forward in the final DCO.</p>	<p><i>(m) The licensed activities, or any phase of those activities must not commence until a Site Integrity plan which accords with the principles set out in the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Site Integrity Plan has been submitted to the MMO and the MMO (in consultation with the relevant statutory nature conservation body) is satisfied that the plan provides such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that sandbanks and sabellaria spinulosa reefs are a protected feature of that site.</i></p> <p><i>[OR]</i></p> <p><i>[A cable specification, installation and monitoring plan for the installation and protection of cables within the Haisborough, Hammond and Winterton Special Area of Conservation which accords with the principles set out in the</i></p>	6

				<i>outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Cable Specification, Installation and Monitoring Plan such plan to be submitted to the MMO (in consultation with the relevant statutory nature conservation body) at least six months prior to commencement of licensed activities].</i>	
98.	Schedule 13, Part 3, Paragraph 1(d)	The MMO	Updating of disposal site reference following confirmation from the MMO.	<i>(d) the disposal of up to a total of 7,200,000 m3 of inert material of natural origin within the offshore Order limits produced during construction drilling or seabed preparation for foundation works and cable (including fibre optic cable) sandwave preparation works at disposal site references HU214, HU215, HU216, and HU217 within the extent of the Order limits seaward of MHWS.</i>	6
99.	Schedule 13, Part 4, Condition 5(5)	The MMO	Updating of disposal site reference following confirmation from the MMO.	<i>(5) The undertaker must ensure that only inert material of natural origin, produced during the drilling installation of or seabed preparation for foundations, and drilling mud is disposed of within site disposal site references HU214, HU215, HU216, and HU217 within the extent of the Order limits seaward of MHWS. Any other materials must be screened out before disposal of the inert material at this site.</i>	6
100.	Schedule 17, Part 7	Water Management Alliance (WMA)	To reflect discussions and an agreed position with the WMA.	<i>“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 16 metres of a drainage work or is otherwise likely to— (c) affect any drainage work or the total volume or volumetric rate of flow of</i>	6

				<p><i>water in or flowing to or from any drainage work;</i></p> <p><i>(d) affect the flow, purity, or quality of water in any watercourse; or</i></p> <p><i>(e) affect the conservation, distribution or use of water resources.</i></p>	
101.	Schedule 18	N/A	To reflect comments from the ExA and to provide a mechanism to secure the versions of each control document and examination documents forming part of the environmental statement at the end of the examination.	Updated list with the latest versions of documents (which will be updated again at the end of the examination process).	6
102.	Schedule 19 Compensation to protect the coherence of the Natura 2000 network	ExA	<p>The Applicant maintains that there will be no AEoI on any European site particularly in light of the commitment to additional mitigation measures.</p> <p>However, without prejudice to the Applicant's position regarding no AEoI, the Applicant has provided the assessment of alternative solutions and IROPI in the HRA Derogation Provision of Evidence (document reference ExA.Dero.D7.V1).</p> <p>This drafting is in square brackets and will need to be removed from the final Order in the event the Secretary of State does not consider compensation to be necessary.</p>	<p>[SCHEDULE 19 Article 44</p> <p>Compensation to protect the coherence of the Natura 2000 network</p> <p>PART 1</p> <p>Flamborough and Filey Coast Special Protection Area: Construction of artificial nest sites</p> <p>1.—(1) No later than 12 months prior to the commencement of any offshore works, details of the design, location, and number of artificial kittiwake nest sites to be provided, an implementation timetable including timescales for delivery of the artificial kittiwake nest sites, and proposals for monitoring and reporting on their effectiveness, must be submitted to the Secretary of State for written approval, in consultation with the MMO and the relevant statutory nature conservation body.</p> <p>(2) The artificial kittiwake nest sites must be implemented as approved and suitable</p>	6

				<p><i>for use prior to first operation of any wind turbine generator comprised in Work No. 1, unless otherwise approved in writing by the Secretary of State.</i></p> <p><i>(3) Results from the monitoring scheme required under sub-paragraph (1) including any proposals to address the effectiveness of the artificial kittiwake nest sites must be submitted to the Secretary of State, the MMO and the relevant statutory nature conservation body, and any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State.</i></p> <p><i>(4) The approved artificial kittiwake nest sites must be retained during the operation of the offshore generating station, unless otherwise approved in writing by the Secretary of State.</i></p> <p>PART 2</p> <p>Alde-Ore Estuary Special Protection Area: Delivery of measures to improve breeding success</p> <p><i>2.—(1) No later than 12 months prior to the commencement of any offshore works, a strategy for the delivery of measures to improve breeding success at the Alde-Ore Estuary Special Protection Area and proposals for monitoring and reporting on their effectiveness must be submitted to the Secretary of State for approval, in consultation with the relevant statutory nature conservation body.</i></p> <p><i>(2) The strategy must accord with the principles contained in Section 4 of the Alde-Ore Estuary Special Protection Area</i></p>	
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				<p><i>(SPA) - In principle Compensation Measures for lesser black-backed gull, and must be approved in writing by the Secretary of State prior to the commencement of any offshore works.</i></p> <p><i>(3) The strategy must include timescales for the measures to be delivered and must be carried out as approved, unless otherwise agreed in writing by the Secretary of State.</i></p> <p><i>(4) Results from the monitoring scheme required under sub-paragraph (1) including any proposals to address the effectiveness of the measures to improve breeding success at the Alde-Ore Estuary Special Protection Area must be submitted to the Secretary of State and the relevant statutory nature conservation body, and any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State.</i></p> <p>PART 3</p> <p><i>Haisborough, Hammond and Winterton Special Area of Conservation: Promotion of an extension to the Haisborough, Hammond and Winterton Special Area of Conservation</i></p> <p><i>3.—(1) No later than 12 months prior to the commencement of any offshore works, a strategy to promote an extension to the Haisborough, Hammond and Winterton Special Area of Conservation must be submitted to the Secretary of State for approval, in consultation with the</i></p>	
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				<p><i>MMO and the relevant statutory nature conservation body.</i></p> <p><i>(2) The strategy must be approved in writing by the Secretary of State prior to the commencement of the offshore works and must:</i></p> <p><i>(a) accord with the principles contained in Section 4 of the Haisborough, Hammond and Winterton Special Area of Conservation (SAC) – In Principle Compensation Measures;</i></p> <p><i>(b) include proposals for monitoring and reporting on the effectiveness of the measures; and</i></p> <p><i>(c) include timescales for the measures to be delivered.</i></p> <p><i>(3) The strategy must be carried out as approved, unless otherwise agreed in writing by the Secretary of State.</i></p> <p><i>(4) Results from the monitoring scheme required under sub-paragraph (2)(b) including any proposals to address the effectiveness of the measures must be submitted to the Secretary of State and the relevant statutory nature conservation body, and any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State.</i></p> <p><i>Interpretation of this Schedule</i></p> <p><i>4. In this Schedule —</i></p> <p><i>“Alde-Ore Estuary Special Protection Area (SPA) - In principle Compensation Measures” means the document certified</i></p>	
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				<p><i>as the Alde-Ore Estuary Special Protection Area (SPA) - In principle Compensation Measures by the Secretary of State for the purposes of this Order;</i></p> <p><i>“commence” means the first carrying out of any licensed marine activities authorised by the deemed marine licences in relation to works seaward of MHWS, save for pre-construction surveys and monitoring approved under the deemed marine licences and the words “commencement” and “commenced” must be construed accordingly;</i></p> <p><i>“deemed marine licences” means the marine licences set out in Schedules 9, 10, 11, 12 and 13 of the Norfolk Boreas Offshore Wind Farm Order 202[X];</i></p> <p><i>“Haisborough, Hammond and Winterton Special Area of Conservation (SAC) – In Principle Compensation Measures” means the document certified as the Haisborough, Hammond and Winterton Special Area of Conservation (SAC) – In Principle Compensation Measures by the Secretary of State for the purposes of this Order;</i></p> <p><i>“MMO” means the Marine Management Organisation;</i></p> <p><i>“offshore generating station” means Work No. 1 and any ancillary works in connection with those works;</i></p> <p><i>“offshore works” means Work Nos. 1 to 4A and any ancillary works in connection with those works;</i></p> <p><i>“statutory nature conservation body” means an organisation charged by</i></p>	
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				<i>government with advising on nature conservation matters.]</i>			
Deadline 10 (6 May 2020)							
103.	Schedule 1, Part 3, Requirement 5	NE	To reflect reduction in cable protection in the HHW SAC following agreement to remove BT disused cables.	(2) <i>The total volume of cable protection must not exceed 315,436 311,836m³</i> (3) <i>The total area occupied by cable protection must not exceed 594,086 590,086m²</i>	7		
104.	Schedule 1, Part 3, Requirement 5(4) Schedule 11-12 Part 4, Condition 2	NE	To reflect reduction in cable protection in the HHW SAC following agreement to remove BT disused cables.	Work	Cable Protection (m ³)	Cable protection (m ²)	7
				Work No. 4A and 4B (export cable)	76,436 72,836m ³	132,086 128,086m ²	
105.	Schedule 6, Part 2	N/A	To reflect updates to the land plans as a result of an update at the Land Registry in relation to a previous title which has now been split into two titles.	<i>Full cable rights Plots 01/11, 01/12, 01/13, 02/03, 02/04, 02/05, 02/09, 02/12, 02/14, 02/18, 02/21, 02/22, 02/23, 03/01, 03/02, 03/04, 03/05, 03/07, 03/08, 03/11, 03/13, 04/01, 04/02, 04/03, 04/05, 04/08, 04/10, 04/12, 05/01, 05/04, 05/06, 05/08, 05/10, 06/01, 06/03, 06/14, 07/01, 07/04, 07/06, 07/10, 08/02, 08/08, 08/13, 08/17, 08/20, 08/23, 09/03, 09/07, 09/08, 09/12, 09/16, 10/02, 10/05, 10/14, 10/16, 10/17, 11/01, 11/05, 11/06, 11/09, 11/12, 11/14, 12/02, 12/04, 12/06, 13/02, 13/08, 13/10, 13/11, 13/13, 14/02, 14/05, 14/07, 14/09, 14/15, 14/20, 14/27, 15/02, 15/05, 15/07, 15/13, 15/15, 16/03, 16/08, 16/09, 16/10, 16/13, 17/01, 17/02, 17/03, 17/04, 17/07, 18/01, 18/04, 18/05,</i>		7	

				18/08, 18/13, 18/14, 19/04, 19/07, 20/01, 20/03, 20/07, 20/10, 20/17, 20/20, 21/01, 21/08, 22/01, 22/04, 22/06, 22/07, 22/12, 22/13, 22/14, 23/01, 23/05, 23/06, 23/08, 23/09, 23/11, 23/13, 23/14, 24/01, 24/04, 24/08, 24/11, 24/19, 25/02, 25/06, 25/07, 26/01, 26/03, 26/07, 26/09, 26/14, 26/15, 27/01, 27/07, 27/09, 27/11, 27/15, 27/16, 28/01, 29/02, 29/08, 29/13, 30/01, 30/07, 30/08, 30/12, 31/01, 31/07, 31/09, 31/11, 31/13, 32/01, 32/05, 32/07, 32/08, 32/11, 33/01, 33/08, 33/14, 33/16, 34/01, 34/07, 35/01, 35/07, 35/16, 36/01, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/09, 37/16, 37/18, 37/22, 38/01, 38/04, 38/09, 38/11, 39/01, 39/02, 39/09, 39/10, 39/12, 39/13, 40/01, 40/04, 40/11, 40/12, 40/14, 40/15a, 40/15b, 40/23, 40/26, 40/27, 40/31, 40/33a, 41/01a, 41/03, 41/03a, 41/03b, 41/05, 41/14, 41/14a, 41/14b, 41/14c, 41/14d, 41/14e, 41/15, 41/15a, 41/23, 41/23a, 41/24, 41/25, 41/28, 41/30b, 41/30c, 41/30d, 41/33 and 41/40.		
106.	Schedule 8, Part 1	N/A	To reflect updates to the land plans as a result of an update at the Land Registry in relation to a previous title which has now been split into two titles.	40/13, 40/15, 40/15b, 40/15d, 40/20a, 41/07, 41/09, 41/09a, 41/09b, 41/14, 41/14d, 41/14e, 41/15, 41/15a, 41/17, 41/17a, 41/18, 41/18a, 41/26c, 41/26f, 42/02 and 42/03	Work Nos. 8A, 8B, 9, 10A, 10B, 10C, 11, 12A	7
107.	Schedule 8, Part 2	N/A	To reflect updates to the land plans as a result of an update to the Land Registry in relation to a previous title	40/01, 40/04, 40/11, 40/12, 40/14, 41/03a,	Work Nos. 7, 8A, 8B, 9, 10A, 10B,	7

			which has now been split into two titles.	40/15a, 40/23, 40/26, 40/27, 40/31, 40/33a, 41/01a, 41/03, 41/03b, 41/14a, 41/14c, 41/28, 41/30b, 41/30c, 41/30d, 41/33, 41/40, 40/15b, 41/14, 41/15, 41/15a, 41/05, 41/14b, 41/14d, 41/14e, 41/23, 41/23a, 41/24 and 41/25	10C, 11A(E), 11A(W), 12B	
108.	Schedule 8, Part 2	N/A	To reflect updates to the land plans as a result of an update to the Land Registry in relation to a previous title which has now been split into two titles.	41/01, 41/01b, 41/07, 41/09, 41/09a, 41/09b, 41/17, 41/17a, 41/18, 41/18a, 41/12, 41/27, 41/30, 41/30e, 41/30f, 41/39, 41/40a, 41/41, 41/42, 41/43, 41/44, 41/45, 41/46, 41/47 and 41/48	Work Nos. 10C, 11A(W), 11A(E), 11B	7
109.	Schedule 9 -10 Part 4, Condition 9 (10) Schedule 11-12 Part 4, Condition 4 (10)	MCA and UKHO	To reflect agreed position with the MCA and UKHO and to reflect the intention of the condition.	(10) The undertaker must notify the UK Hydrographic Office both of the commencement (within ten days prior), progress and completion of construction (within ten days) of the licensed activities in order that all necessary amendments to nautical charts are made and the undertaker must send a copy of such notifications to the MMO within five days.		7

	Schedule 13, Part 4, Condition 3 (10)				
110.	Schedule 9-10 Part 4, Condition 15 (8) Schedule 11-12 Part 4, Condition 10 (8)	Trinity House	To reflect discussions and an agreed position to remove Trinity House from this condition.	<i>(8) No part of the authorised scheme may commence until the MMO, in consultation with the MCA and Trinity House, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.</i>	7
111.	Schedule 9-10 Part 4, Condition 18 (2) Schedule 11 -12 Part 4, Condition 13 (2)	NE and MMO	To address comments from NE (and an agreed position on the drafting with the MMO and NE) on marine mammal monitoring, reflecting the principles in the IPMP.	<i>(2) The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake – (a) undertake appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works; (b) undertake a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works; and</i>	7

				<p>(c) <i>undertake</i> any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l); <i>and</i></p> <p>(d) <i>undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).</i></p>	
112.	<p>Schedule 9-10 Part 4, Condition 20 (2)</p> <p>Schedule 11-12, Part 4, Condition 15(2)</p>	NE and MMO	To address comments from NE (and an agreed position on the drafting with NE and MMO) on marine mammal monitoring, reflecting the principles in the IPMP.	<p>(2) <i>The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—</i></p> <p>(a) <i>undertake</i> an appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the results of the pre-construction benthic survey;</p> <p>(b) <i>undertake</i>, within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure</p>	7

				<p>that cables (including fibre optic cables) have been buried or protected;</p> <p>(c) <i>undertake</i> any ornithological monitoring required by the ornithological monitoring plan submitted in accordance with condition 14(1)(l); and</p> <p>(d) <i>undertake</i> post-construction traffic monitoring in accordance with the outline marine traffic monitoring strategy, including the provision of reports on the results of that monitoring periodically as requested by the MMO in consultation with the MCA and Trinity House; and</p> <p>(e) <i>undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 14(1)(b).</i></p>	
113.	Schedule 11-12 Part 4, Condition 3 (1)(f)	NE / BT	To reflect reduction in cable protection in the HHW SAC following agreement to remove BT disused cables.	<p>(f) <i>in the Haisborough, Hammond and Winterton Special Area of Conservation, the total area of cable protection must not exceed 32,00028,000m² and the total volume of cable protection must not exceed 20,80017,200m³.</i></p>	7
114.	Schedule 11-12 Part 4, Condition 3 (1)(g)	NE	New condition to reflect an agreed position with NE which further secures the commitment to decommission cable protection in the HHW SAC, enabling any impact on the HHW SAC to be classed as temporary.	<p>(g) <i>in the Haisborough, Hammond and Winterton Special Area of Conservation, cable protection must not take the form of rock or gravel dumping.</i></p>	7
115.	Schedule 11-12, Part 4, Condition 13(2)	NE and MMO	To address comments from NE (and an agreed position on the drafting with NE and MMO) on marine	<p>(2) <i>The pre-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to,</i></p>	7

			mammal monitoring, reflecting the principles in the IPMP.	<p><i>but not be limited to, the need to undertake—</i></p> <p>(a) <i>undertake appropriate surveys to determine the location and extent of any benthic communities/benthos constituting Annex 1 reef habitats of principal importance in whole or in part inside the area(s) within the Order limits in which it is proposed to carry out construction works; and</i></p> <p>(b) <i>undertake a full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a, and side scan sonar, of the area(s) within the Order limits in which it is proposed to carry out construction works; and</i></p> <p>(c) <i>undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 9(1)(b).</i></p>	
116.	Schedule 11-12, Part 4, Condition 15(2)	NE and MMO	To address comments from NE (and an agreed position on the drafting with NE and MMO) on marine mammal monitoring, reflecting the principles in the IPMP.	<p>(2) <i>The post-construction surveys referred to in sub-paragraph (1) must, unless otherwise agreed with the MMO, have due regard to, but not be limited to, the need to undertake—</i></p> <p>(a) <i>undertake Aan appropriate survey to determine any change in the location, extent and composition of any benthic habitats of conservation, ecological and/or economic importance constituting Annex 1 reef habitats identified in the pre-construction survey in the parts of the Order limits in which construction works were carried out. The survey design must be informed by the</i></p>	7

				<p>results of the pre-construction benthic survey; and</p> <p>(b) undertake, within twelve months of completion of the licensed activities, one full sea floor coverage swath-bathymetry survey that meets the requirements of IHO S44ed5 Order 1a across the area(s) within the Order limits in which construction works were carried out to assess any changes in bedform topography and such further monitoring or assessment as may be agreed to ensure that cables including fibre optic cables have been buried or protected; and</p> <p>(c) undertake or contribute to any marine mammal monitoring referred to in the in principle monitoring plan submitted in accordance with condition 9(1)(b).</p>	
117.	Schedule 17, Part 2	National Grid	Form of Protective Provisions agreed with National Grid.	[Added at Part 2 of version 7 of the DCO]	7
118.	Schedule 17, Part 3	Cadent Gas Limited	Form of Protective Provisions agreed with Cadent Gas Limited.	[Added at Part 3 of version 7 of the DCO]	7
119.	Schedule 17, Part 5	Network Rail Infrastructure Limited	Form of Protective Provisions agreed with Network Rail Infrastructure Limited.	[Added at Part 5 of version 7 of the DCO]	7
120.	Schedule 18	ExA and MMO	Updates to the version numbers of the control plans and to the documents forming part of the environmental statement, together with inclusion of relevant chapter numbers at the request of the MMO.	[Updated at Schedule 18 of version 7 of the DCO]	7

Ref.	DCO Ref.	Consultee	Comments from consultee (Rationale for the change)	Change made	DCO Version
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Deadline 13 (29 July 2020)					
121.	Order reference and SI number	ExA	To reflect the revised timetable for a decision.	<p>2020 No.</p> <p>INFRASTRUCTURE PLANNING</p> <p>The Norfolk Boreas Offshore Wind Farm Order 202X</p> <p>Made - - 2020-2021</p> <p>Laid before Parliament - 2020 2021</p> <p>Coming into force - 2020 2021</p>	8
122.	Preamble	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>An application has been made to the Secretary of State in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(a) for an Order for an order under sections 37, 114, 115, 120 and 149A-section 37 of the Planning Act 2008 ("the 2008 Act")(b); Act)(a) for an order granting development consent.</p> <p>And whereas the The application was examined by a Panel the Examining Authority appointed as an examining authority by the Secretary of State pursuant to Chapter 4 section 61(b) and 65(a) of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of that Act</p>	8

				<p><i>and with the Infrastructure Planning (Examination Procedure) Rules 2010(e);2010(b). The Examining Authority has submitted a report to the Secretary of State under section 74(2)(c) of the 2008 Act.</i></p> <p><i>The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 3 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009(d) and, as a national policy statement has effect in relation to the proposed development, has had regard to the documents and matters referred to in section 104(2)(e) of the 2008 Act.</i></p> <p><i>The examining authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74 of the 2008 Act made a report and recommendation to the Secretary of State;</i></p> <p><i>The Secretary of State, having considered the report and recommendation of the Panel, and The Secretary of State, having decided the application, has determined to make an Order giving effect to the proposals comprised in the application with modifications which in its opinion do not make any substantial change to the proposals; on terms that in the opinion of the Secretary of</i></p>	
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				<p><i>State are not materially different from those proposed in the application.</i></p> <p><i>The Secretary of State, having considered the report and recommendation of the Panel, is satisfied that open space comprised within the Order land, when burdened with the new rights authorised for compulsory acquisition under the terms of this Order, will be no less advantageous than it was before such acquisition, to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public and that, accordingly, section 132(3)(f) of the 2008 Act applies;</i></p> <p><i>The Secretary of State in exercise of the powers conferred by sections 114, 115, 120(g), and 149A of the 2008 Act makes the following Order—</i></p>	
123.	Preamble, Footnotes, page 4	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>(a) S.I. 2009/2264 as amended by the Localism Act (Infrastructure Planning) (Consequential Amendments) Regulations 2012 (S.I. 2012/635) and the Infrastructure Planning (Prescribed Consultees and Interested Parties etc) (Amendment) Regulations 2013 (S.I. 2013/522)</p> <p>(b) Section 61 was amended by section 128(2) and Schedule 13, paragraph 18 to the Localism Act 2011 and by section 26 of the Infrastructure Act 2015 (c. 7). Section 65 was amended by Schedule 13 paragraph 22(2) and Schedule 25, paragraph 1 to the Localism Act 2011 and by section 27(1) of the Infrastructure Act 2015.</p>	8
124.	Preamble, Footnotes, page 5	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>(a) Section 65 was amended by Schedule 13 paragraph 22(2) and Schedule 25, paragraph 1 to the Localism Act 2011 and by section 27(1) of the Infrastructure Act 2015.</p> <p>...</p> <p>(c) Section 74 was amended by sections 128(2) and 237 and by Schedule 13, paragraph 29 and Schedule 25, paragraph 1, to the Localism Act 2011.</p>	

				<p>(d) S.I. 2009/2263. Regulation 3 was amended by S.I. 2012/635 and S.I. 2012/787. S.I. 2009/2263 was revoked by S.I. 2017/572, but continues to apply to this application for development consent by virtue of transitional provisions contained in regulation 37(2) of that instrument.</p> <p>(e) Section 104 was amended by section 58(5) of the Marine and Coastal Access Act 2009 (c. 23) and by section 128(2) and Schedule 13, paragraphs 1 and 49(1) to (6) of the Localism Act 2011.</p> <p>(f) Section 132 was amended by section 24(3) of the Growth and Infrastructure Act 2013 (c. 27).</p> <p>(g) Sections 114, 115 and 120 were amended by sections 128(2) and 140 and Schedule 13, paragraphs 1, 55(1), (2) and 60(1) and (3) of the Localism Act 2011. Relevant amendments were made to section 115 by section 160(1) to (6) of the Housing and Planning Act 2016 (c. 22).</p>	
125.	Article 2 - Interpretation	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>“the 2011 Regulations” means the Marine Licensing (Licence Application Appeals) Regulations 2011(l)</i></p> <p><i>“access to works plan” means the plan certified as the access to works plan by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“business day” means a day other than Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971(k); (k) 1971 c. 80.</i></p> <p><i>“design and access statement” means the document certified as the design and access statement by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“Development Principles” means the document certified as the Development</i></p>	8

			<p><i>Principles by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“draft marine mammal mitigation protocol” means the document certified as the draft marine mammal mitigation protocol by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“environmental statement” means the document certified as the environmental statement by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“highway” and “highway authority” have the same meaning as in section 1 and section 328(1) of the 1980 Act(a);</i> <i>(a) Relevant amendments are as follows: section 1 was amended by sections 8 and 102 and Schedules 4, paragraph 1 and Schedule 17 of the Local Government Act 1985 (c. 51), by section 21 of the 1991 Act and by section 1(6) and Schedule 1, paragraphs 1 to 4 of the Infrastructure Act 2015 (c. 7).</i></p> <p><i>“Hornsea Three Offshore Wind Farm Development Consent Order” means any order made by the Secretary of State under section 114 (grant or refusal of development consent) of the 2008 Act for the Hornsea Three offshore wind farm following the application of 14 May 2018;</i></p> <p><i>“important hedgerows plan” means the document certified as the important hedgerows plan by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“in principle Norfolk Vanguard Southern North Sea Special Area of Conservation site integrity plan” means the document certified</i></p>	
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			<p>as the in principle Norfolk Vanguard Southern North Sea Special Area of Conservation site integrity plan by the Secretary of State for the purposes of this Order <i>under article 37</i>;</p> <p>“land plan” means the plan certified as the land plan by the Secretary of State for the purposes of this Order <i>under article 37</i>;</p> <p>“monopile foundation” means a steel pile, typically cylindrical, driven and/or drilled into the seabed and associated equipment including scour protection, J-tubes, transition piece, corrosion protection systems, fenders and maintenance equipment, boat access systems, access ladders and access and rest platform(s) and equipment;</p> <p>“Norfolk Vanguard DCO” means The Norfolk Vanguard Offshore Wind Farm Order 2020 made on 1 July 2020(a) pursuant to an application submitted to the Secretary of State on 26th June 2018; (a) SI 2020/706</p> <p>“offshore in principle monitoring plan” means the document certified as the offshore in principle monitoring plan by the Secretary of State for the purposes of this Order <i>under article 37</i>;</p> <p>“onshore cable corridor” means the onshore area in which the cables and fibre optic cables will be located within the Order limits;</p> <p>“outline access management plan” means the document certified as the outline access management plan by the Secretary of State for the purposes of this Order <i>under article 37</i>;</p>
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				<p><i>“outline code of construction practice” means the document certified as the outline code of construction practice by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“outline operational drainage plan” means the document certified as the outline operational drainage plan by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“outline fisheries liaison and co-existence plan” means the document certified as the outline fisheries liaison and co-existence plan by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“outline landscape and ecological management strategy” means the document certified as the outline landscape and ecological management strategy by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“outline marine traffic monitoring strategy” means the document certified as the outline marine traffic monitoring strategy by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“outline offshore operations and maintenance plan” means the document certified as the outline offshore operations and maintenance plan by the Secretary of State for the purposes of the Order under article 37;</i></p>	
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				<p><i>“outline project environmental management plan” means the document certified as the outline project environmental management plan by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“outline scour protection and cable protection plan” means the document certified as the outline scour protection and cable protection plan the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“outline skills and employment strategy” means the document certified as the outline skills and employment strategy by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“outline traffic management plan” means the document certified as the outline traffic management plan by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“outline travel plan” means the document certified as the outline travel plan by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“outline written scheme of investigation (offshore)” means the document certified as the outline written scheme of investigation (offshore) by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“outline written scheme of investigation (onshore)” means the document certified as the outline written scheme of investigation</i></p>	
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				<p><i>(onshore) by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“relevant drainage authorities” means the drainage board for the area of land to which the relevant provision of this Order applies within the meaning of section 23 of the Land Drainage Act 1991 (b);</i></p> <p><i>(b) c. 23. Section 23 was amended by the Environment Act 1995 (c. 29), Schedule 22, paragraph 192 and the Flood and Water Management Act 2010 (c. 29), Schedule 2, paragraph 32.</i></p> <p><i>“requirements” means, or a reference to a numbered requirement is to, those matters set out in Part 3 of Schedule 1 (requirements) to this Order;</i></p> <p><i>“temporary stopping up of public rights of way plan” means the plan certified as the temporary stopping up of public rights of way plan by the Secretary of State for the purposes of this Order under article 37;</i></p> <p><i>“works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order under article 37;</i></p>	
126.	Article 6 – Benefit of the Order	SoS & National Grid	To carry across relevant changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs. An additional deletion has been made (to paragraph 11(a)) to enable any licence holder under Section 6 to make a transfer without the Secretary of State's consent, in accordance with the standard drafting approach	<p>6.—(1) Subject to this article, the provisions of this Order have effect solely for the benefit of the undertaker.</p> <p>(2) Subject to paragraphs (34), (45) and (56), the undertaker may with the written consent of the Secretary of State—</p> <p>(a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (23) below) and such related</p>	8

			<p>to transfer of benefit articles for offshore wind farm orders.</p> <p>The changes have also been agreed with National Grid.</p>	<p><i>statutory rights as may be agreed between the undertaker and the transferee;</i></p> <p><i>(b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (23) below) and such related statutory rights as may be so agreed.</i></p> <p><i>(3) Subject to paragraph (45), the undertaker may with the written consent of the Secretary of State—</i></p> <p><i>(a) where an agreement has been made in accordance with paragraph (12)(a), transfer to the transferee the whole of any of the deemed marine licences and such related statutory rights as may be agreed between the undertaker and the transferee; or</i></p> <p><i>(b) where an agreement has been made in accordance with paragraph (12)(b), grant to the lessee, for the duration of the period mentioned in paragraph (12)(b), the whole of any of the deemed marine licences and such related statutory rights as may be so agreed.</i></p> <p><i>(4) (3)The undertaker must consult the Secretary of State before making an application for consent under this article by giving notice in writing of the proposed application and the Secretary of State must provide a response within eight weeks of receipt of the notice.</i></p> <p><i>(5) (4)The Secretary of State must shall consult the MMO before giving consent to the transfer or grant to another person of the</i></p>	
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				<p>whole of the benefit of the provisions of the deemed marine licences.</p> <p>(6) (5)The Secretary of State must shall consult National Grid before giving consent to the transfer or grant to a person of any or all of the benefit of the provisions of this Order (excluding the deemed marine licences referred to in paragraph (2) above).</p> <p>(6) The Secretary of State must determine an application for consent made under this article within a period of eight weeks commencing on the date the application is received by the Secretary of State, unless otherwise agreed in writing with the undertaker.</p> <p>(7) Where paragraph (11) applies no consent of the Secretary of State is required under paragraph (1) (2) or paragraph (2) (3).</p> <p>(8) Where an agreement has been made in accordance with paragraph (12) or (23) references in this Order to the undertaker, except in paragraph (9), (10), or (12), include references to the transferee or lessee.</p> <p>(9) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (12) or (23) are subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.</p> <p>(10) Where an agreement has been made in accordance with paragraph (12) or (23)—</p>	
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				<p>...</p> <p><i>(c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (2) or (3) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.</i></p> <p>...</p> <p><i>(11) The consent of the Secretary of State is required for the exercise of powers under paragraph (2) (11)This paragraph applies or (3) except where—</i></p> <p><i>(a) the transferee or lessee is a person who holds a transmission licence under section 6 of the Electricity Act 1989 Act; or</i></p> <p><i>(b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—</i></p> <p><i>(i) no such claims have been made,</i></p> <p><i>(ii) any such claim has been made and has been compromised or withdrawn,</i></p> <p><i>(iii) compensation has been paid in final settlement of any such claim,</i></p> <p><i>(iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or</i></p> <p><i>(v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable. or</i></p> <p><i>(c) the transferee or lessee is a person within the same group as Vattenfall AB</i></p>	
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				<p>(publ) (a company incorporated in Sweden with Reg. No. 556036-2138, whose registered office is SE-169 92 Stockholm, Sweden) under Section 1261 of the Companies Act 2006.</p> <p>(14) (16)The A notice required under paragraphs (34) and (14)(13) must—</p>	
127.	Article 8 – Defence to proceedings in respect of statutory nuisance	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>(a) the defendant shows that the nuisance— (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised project and that the nuisance is attributable to the carrying out of the authorised project in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) or 65 (noise exceeding registered level); of the Control of Pollution Act 1974(e);</p> <p>...</p>	8
128.	Article 8 – Defence to proceedings in respect of statutory nuisance	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974 and section 65(8) of that Act (corresponding provision in relation to consent for registered noise level to be exceeded), do not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction or maintenance of the authorised project.</p>	8
			s.65(8) of the Control of Pollution Act 1974 was repealed by The Deregulation Act 2015 c. 20 Sch.13(5) para.11.		

				<i>(2) Section 61(9) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for purposes of or in connection with the construction or maintenance of the authorised project.</i>	
129.	Article 7 & 8 Footnotes	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(e) 1991 c. 59. Section 23 was amended by paragraph 192 of Schedule 22 to the Environment Act 1995, paragraph 32 of Schedule 2 to the Flood and Water Management Act 2010 and S.I. 2013/755. Section 66 was amended by paragraph 38 of Schedule 2 to the Flood and Water Management Act 2010 and by section 86(3) of the Water Act 2014 (f) 1990 c. 43. Relevant amendments are as follows: section 82 was amended by section 107 and Schedule 17 paragraph 6 of the Environment Act 1995 (c. 25) and section 5(2) of the Noise and Statutory Nuisance Act 1993 (c. 40), and section 79 was amended by sections 101 and 102 of the Clean Neighbourhoods and Environment Act 2005 (c. 16), by section 2 of the Noise and Statutory Nuisance Act 1993 and by section 120 and Schedule 22 paragraph 89 of the Environment Act 2005.</i>	8
130.	Article 9(3)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(3) In this article “apparatus” has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act.</i>	8
131.	Article 11(9)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(9) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act</i>	8
132.	Article 14 Footnotes	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(a) Sections 55, 57, 60, 68 and 69 were amended by the Traffic Management Act 2004 (c. 18).</i>	8
133.	Article 15	SoS	To carry across changes from the Norfolk Vanguard as made Order	<i>15.—(1) The Subject to paragraphs (3) and (4) below the undertaker may use any watercourse or any public sewer or drain for</i>	8

			and ensure consistency between the two projects/DCOs.	<p><i>the drainage of water in connection with the carrying out or maintenance of the authorised project and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with,</i></p> <p><i>the watercourse, public sewer or drain subject to the obtaining of consent and approval respectively pursuant to paragraphs (3) and (4) below.</i></p> <p><i>(4) The undertaker must not carry out any works to any public sewer or drain pursuant to article 15(1) paragraph (1) except ...</i></p>	
134.	Article 15 Footnotes	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>(a) 1991 c. 56. Section 106 was amended by sections 43(2) and 35(8)(a) and paragraph 1 of Schedule 2 to the Competition and Service (Utilities) Act 1992 (c. 43) and sections 99(2), (4), (5)(a), (5)(b), (5)(c) and 36(2) of the Water Act 2003 (c. 37) and section 32, Schedule 3, paragraph 16(1) of the Flood and Water Management Act 2010 c. 29, 36(2) and 99 of the Water Act 2003 (c.37), and Section 35(8)(a) of the Competition and Services (Utilities) Act 1992 (c.43) and amended by sections 32 and 42 of, and paragraph 16(2) of Schedule 3 to, the Flood and Water Management Act 2010 (date in force to be appointed see section 49(3)(h)(i)). There are other amendments to this section which are not relevant to this Order.</i></p>	8
135.	Article 16	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and or occupier of the land.</i></p>	8
136.	Article 17 Footnotes	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>(a) 1857 c. 81 There are amendments to this Act which are not relevant to this Order</i></p>	8
137.	Article 19	SoS	To carry across changes from the Norfolk Vanguard as made Order	<p><i>19.—(1) After the end of the period of 5 years beginning on the day on which this Order is made—</i></p>	8

			and ensure consistency between the two projects/DCOs.	<p>(a) no notice to treat may be served under Part 1 (<i>determination of questions of disputed compensation</i>) of the 1965 Act; and</p> <p>(b) no declaration may be executed under section 4 (<i>execution of declaration</i>) of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 22 (application of the Compulsory Purchase (Vesting Declarations) Act 1981.</p>	
138.	Article 20	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>(3) Subject to section 8 (<i>other provisions as to divided land</i>) of the 1965 Act, as substituted by paragraph 5 of Schedule 7 (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires an existing right over land or restrictive covenant under paragraph (1), the undertaker is not required to acquire a greater interest in that land.</p> <p>(4) Schedule 7 (<i>modification of compensation and compulsory purchase enactments for creation of new rights</i>) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.</p> <p>(5) In any case where the acquisition of new rights under paragraph (1) paragraphs (1) and (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.</p>	8

139.	Article 21	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>21.—(1) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to compulsory acquisition under article 18 (compulsory acquisition of land) are suspended and unenforceable or, where so notified by the undertaker to the person with the benefit of such private rights or restrictive covenants, extinguished in so far as in either case their continuance would be inconsistent with the acquisition</i></p> <p><i>2 (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry) in pursuance of the right</i></p> <p><i>(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).</i></p>	8
140.	Article 22	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>Application of the Compulsory Purchase (Vesting Declarations) Act 1981 1981 Act</i></p> <p><i>(5) In section 5B (extension of time limit during challenge)(b)—</i></p> <p><i>(7) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration)(a), omit paragraph 1(2).</i></p> <p><i>(8) References to the 1965 Act in the 1981 Act must be construed as references to that Act as applied by section 125 of the 2008 Act (as</i></p>	8

				<i>modified by article 23 (application of Part 1 of the Compulsory Purchase Act 1965 Act) to the compulsory acquisition of land under this Order.</i>	
141.	Article 22 Footnotes	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(b) Inserted by section 202(2) of the Housing and Planning Act 2016 (c. 22). ... (a) Inserted by paragraph 6 of Schedule 18 to the Housing and Planning Act 2016 (c. 22).</i>	8
142.	Article 23	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>23.—(1) Part 1 of the 1965 Act, as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows. (2) In section 4A(1) (extension of time limit during challenge)(b)— (4) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)(c)—</i>	8
143.	Article 23 Footnotes	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(b) Inserted by section 202(1) of the Housing and Planning Act 2016 (c. 22). (c) Inserted by schedule 17(1) paragraph 3 to the Housing and Planning Act 2016 (c. 22).</i>	8
144.	Article 25(4)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</i>	8
145.	Article 26(1)(a)	SoS	To carry across changes from the Norfolk Vanguard as made Order	<i>(ii) any other Order land in respect of which no notice of entry has been served under</i>	8

			and ensure consistency between the two projects/DCOs.	<i>section 11 (powers of entry) of the 1965 Act (other than in connection with the acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;</i>	
146.	Article 26(1)(e)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(e) construct any works, or use the land, as specified in relation to that land in column 3 of Schedule 8 (land of which temporary possession may be taken), or any mitigation works.</i>	8
147.	Article 26(3)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(3) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article after the end of the period of one year beginning with the date of completion of the part of the authorised project specified in relation to that land in column (4) of Schedule 8 (land of which temporary possession may be taken), unless the undertaker has, before the end of that period,</i>	8
148.	Article 26(6)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</i>	8
149.	Article 26(10)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(10) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions) of the 2008 Act.</i>	8

150.	Article 27	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>(8) <i>Any dispute as to a person's entitlement to compensation under paragraph (7), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</i></p> <p>(9) <i>Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised project, other than loss or damage for which compensation is payable under paragraph (7).</i></p> <p>(10) <i>Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.</i></p> <p>(11) <i>Section 13 of the 1965 Act (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).</i></p>	8
151.	Article 30	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>(2) <i>Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 29 (statutory undertakers); any person who is—</i></p> <p>(3) <i>This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.</i></p>	8

152.	Article 32	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>32. The marine licences set out in Schedules 9, 10, 11 and 12 are deemed to have been granted to the undertaker under Part 4 of the 2009 Act (marine licensing) of the 2009 Act for the licensed marine activities set out in Part 3, and subject to the conditions set out in Part 4, of each licence.</i>	8
153.	Article 33	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants may prejudice prejudices the operation of any agreement to which this article applies.</i>	8
154.	Article 34	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>34. Development consent granted by this Order is treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as operational land for the purposes of that Act).</i>	8
155.	Article 35	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(1) The Subject to article 36 (trees subject to tree preservation orders), the undertaker may fell or lop or cut back any roots of any tree or shrub near any part of the authorised project, or cut back its roots if it reasonably believes it to be necessary to do so...</i> <i>(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</i>	8
156.	Article 36	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>36.—(1) Subject to paragraph (2), the undertaker must not fell or lop or cut back the roots of any tree within or overhanging land which is the subject of a tree preservation order.</i>	8

				<p>(2) 36.—(1) <i>The undertaker may fell or lop any tree within or overhanging land within the Order limits subject to a tree preservation order which was made after 28 February 2017 or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.</i></p> <p>(3) (2) <i>In carrying out any activity authorised by paragraph (1)–(2)—</i> <i>(a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and</i> <i>(b) the duty contained in section 206(1) of the 1990 Act (replacement of trees) of the 1990 Act does not apply.</i></p> <p>(4) (3) <i>The authority given by paragraph (1)–(2) constitutes a deemed consent under the relevant tree preservation order.</i></p> <p>(5) <i>Any dispute as to a person’s entitlement to compensation under paragraph (3), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</i></p>	
157.	Article 38	SoS	To carry across changes from the Norfolk Vanguard as made Order	<p>38.—(1) <i>Subject to article 41 (saving provisions for Trinity House), any difference under any provision of this Order, unless</i></p>	8

			and ensure consistency between the two projects/DCOs.	<p><i>otherwise provided for, must be referred to and settled in arbitration in accordance with the rules at Schedule 15 (arbitration rules) of this Order...</i></p> <p><i>(3) Should the Secretary of State fail to make an appointment under paragraph (1) within 14 days of a referral, the referring party may refer to the Centre for Effective Dispute Resolution for appointment of an arbitrator.</i></p>	
158.	Article 40 Footnotes	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(a) Section 105(2) was substituted by section 69(3) of the Energy Act 2008 (c. 32).</i>	8
159.	Article 42	TCE	To address a typographical error.	<i>(c) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department. ;</i>	8
160.	Schedule 1, Part 3, Requirement 5	BT and NE	To reflect further commitments in the HHW SAC as a result of reaching agreement with BT to cut remove offshore cables located within the HHW SAC.	<p><i>(2) The total volume of cable protection must not exceed 311,836308,236m³</i></p> <p><i>(3) The total area occupied by cable protection must not exceed 590,086586,086m²; and</i></p>	8
161.	Schedule 1, Part 3, Requirement 5(4)	BT and NE	To reflect further commitments in the HHW SAC as a result of reaching agreement with BT to cut remove offshore cables located within the HHW SAC	<p><i>Work No. 4A and 4B (export cable)</i></p> <p><i>72,83669,236m³</i></p> <p><i>128,086124,086m²</i></p>	8
162.	Schedule 1, Part 3, Requirement 15(2)	EXA	To reflect a discussion with the ExA at ISH 5 and to provide clarity on the definition of commence in the Norfolk Vanguard DCO.	<i>(2) In the event that the Norfolk Vanguard Offshore Wind Farm is commenced (in accordance with the meaning contained in article 2 of the Norfolk Vanguard DCO), the undertaker may only commence scenario 1</i>	8

				<p><i>and, for the avoidance of doubt, must not commence scenario 2.</i></p> <p><i>(6) In paragraph (2) of this requirement, "commenced" in relation to the Norfolk Vanguard Offshore Wind Farm has the same meaning as in article 2 of the Norfolk Vanguard Offshore Wind Farm Order 2020(a).</i></p> <p><i>(a) SI 2020/706</i></p>	
163.	Schedule 1, Part 3, Requirement 16(13)(t)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>; and</i></p> <p><i>(t) In circumstances where the Hornsea Three Offshore Wind Farm Development Consent Order is made and its development commences, there shall be trenchless crossing of the B1149 (Work No. 6).</i></p>	8
164.	Schedule 1, Part 3, Requirement 21(4)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>(4) The In circumstances where the Hornsea Three Offshore Wind Farm Development Consent Order is made, and notwithstanding the requirement of sub-paragraph (a) of paragraph (1) above, the traffic management plan shall include, in respect of Link 34 as referred to at sub-paragraph (1)(a) must include in the Environmental Statement, revised details of a scheme of traffic mitigation, for impacts of the authorised development alone, and any relevant cumulative impacts identified, in respect of Link 34 as referred to in Chapter 24 of the environmental statement (Link 34) which must be submitted to which shall be submitted to, and approved in writing by, the relevant</i></p>	8

				planning authority, in consultation with the highway authority.	
165.	Schedule 6	SoS	In view of the conditionality introduced to Requirement 16(13)(t), it may be necessary to cross the B1149 (plot 19/05) with a trenchless crossing or with a trenched crossing. Plot 19/05 is already included under the section of 'Minor crossings inc. highway' but it should now also be included under the section of 'Minor crossings inc. highway required to be undertaken by trenchless crossing'.	<i>Minor crossings inc. highway to be undertaken by trenchless crossing</i> <i>Plots 08/10, 10/11, 12/10, 14/18, 19/05, 28/03, 28/08, 35/03 and 35/09.</i>	8
166.	Schedule 9-10, Part 1, Condition 1(1) Schedule 11-12, Part 1, Condition 1(1) Schedule 13, Part 1, Condition 1(1)	SoS	To reflect changes from Norfolk Vanguard and ensure consistency	<i>“Cefas” means the Centre for Environment, Fisheries and Aquaculture Science or any successor body to its function;</i> <i>“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;</i>	8
167.	Schedule 9-10, Part 2, paragraph 1-4 Schedule 11-12, Part 2, paragraph 1-4 Schedule 13, Part 2, paragraph 1-4	SoS	To reflect changes made to the NV DCO and ensure consistency between the projects	<i>1. This licence remains in force until the authorised scheme has been decommissioned in accordance with a programme approved by the Secretary of State under section 106 (approval of decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), and the completion of such programme has been confirmed by the Secretary of State in writing.</i>	8

				<p>2. The provisions of section 72 (<i>variation, suspension, revocation and transfer</i>) of the 2009 Act apply to this licence except that the provisions of section 72(7) relating to the transfer of the licence only apply to a transfer not falling within article 6 (benefit of the Order).</p> <p>4. Any amendments to or variations from the approved plans, protocols or statements must demonstrate that the subject matter of the approval sought is <i>be minor or immaterial and it must be demonstrated to the satisfaction of the MMO that they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.</i></p>	
168.	<p>Schedule 9-10, Part 3, Condition 1</p> <p>Schedule 11-12, Part 3, Condition 1</p> <p>Schedule 13, Part 3, Condition 1</p>	SoS	To reflect changes to the NV DCO and to ensure consistency. [Made to all DMLs, Schedule 9-13].	<p>1. Subject to the licence conditions at Part 4, this licence authorises the undertaker (and any agent or contractor acting on their behalf) to carry out the following licensable marine activities under section 66(1) (<i>licensable marine activities</i>) of the 2009 Act—</p>	8
169.	Schedule 9-10, Part 4, Condition 9(1)(ii)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	(ii) <i>the masters and transport managers responsible for the vessels notified to the MMO in accordance with condition 17; and</i>	8
170.	Schedule 9-10, Part 4, Condition 12(1)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	12—(1) <i>Unless otherwise agreed in writing by the MMO all chemicals used in the construction of the authorised scheme, including any chemical agents placed within</i>	8

	Schedule 11-12, Condition 7 Schedule 13, Condition 5			any monopile void, must be selected from the List of Notified Chemicals approved for use by the offshore oil and gas industry under the Offshore Chemicals Regulations 2002(a) (as amended). <i>(a) S.I. 2002/1355</i>	
171.	Schedule 9-10, Part 4, Condition 14(1)(m)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(m) In the event that piled foundations are proposed to be used, the licensed activities, or any phase of those activities must not commence until a Ssite Integrity plan which accords with the principles set out in the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan, has been submitted to the MMO and and which the MMO is satisfied that the plan, provides would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.</i>	8
172.	Schedule 9-10, Part 4, Condition 15 Schedule 11-12, Condition 10 Schedule 13, Condition 8	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 14 or approval has been given following an appeal in accordance with sub-paragraph (6).</i> <i>(6) Where the MMO fails to determine an application for approval under condition 14 within the period referred to in sub-paragraph (5) or refuses the application for approval, the undertaker may appeal to the Secretary of State in accordance with the procedure in Part 5 of this licence.</i> <i>(7)(6) The licensed activities must be carried out in accordance with the plans, protocols,</i>	8

				<p>statements, schemes and details approved under condition 14 or approved following an appeal under sub-paragraph (6) above, unless otherwise agreed in writing by the MMO.</p> <p>(8)(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.</p>	
173.	<p>Schedule 9-10, Part 5</p> <p>Schedule 11-12, Part 5</p> <p>Schedule 13, Part 5</p>	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>PART 5 Procedure for appeals 23. Where the MMO refuses an application for approval under condition 14 and notifies the undertaker accordingly, or fails to determine the application for approval in accordance with condition 15 the undertaker may by notice appeal against such a refusal or non-determination and the 2011 Regulations apply subject to the modifications set out in paragraph 2 below. 24. The 2011 Regulations are modified so as to read for the purposes of this Order only as follows— (a) —In regulation 6(1) (time limit for the notice of appeal) for the words “6 months” there is substituted the words “4 months”. (b) —For regulation 4(1) (appeal against marine licensing decisions) substitute—</p>	8

				<p><i>“A person who has applied for approval under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12, or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[] may by notice appeal against a decision to refuse such an application or a failure to determine such an application.”</i></p> <p><i>(c) — For regulation 7(2)(a) (contents of the notice of appeal) substitute—</i></p> <p><i>“a copy of the decision to which the appeal relates or, in the case of non determination, the date by which the application should have been determined; and ”</i></p> <p><i>(d) — In regulation 8(1) (decision as to appeal procedure and start date) for the words “as soon as practicable after” there is substituted the words “within the period of 2 weeks beginning on the date of”.</i></p> <p><i>(e) — In regulation 10(3) (representations and further comments) after the words “the Secretary of State must” insert the words “within the period of 1 week”</i></p> <p><i>(f) — In regulation 10(5) (representations and further comments) for the words “as soon as practicable after” there is substituted the words “within the period of 1 week of the end of”.</i></p> <p><i>(g) — In regulation 12(1) (establishing the hearing or inquiry) after the words “(“the relevant date”)” insert the words “which must be within 14 weeks of the start date”.</i></p> <p><i>(h) — For regulation 18(4) substitute—</i></p> <p><i>“Subject to paragraphs (1) and (3), each party should bear its own costs of a hearing or inquiry held under these Regulations.”</i></p>	
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				<p>(i) — For regulation 22(1)(b) and (c) (determining the appeal — general) substitute —</p> <p>“(b) — allow the appeal and, if applicable, quash the decision in whole or in part; where the appointed person quashes a decision under sub-paragraph (b) or allows the appeal in the case of non-determination, direct the Authority to approve the application for approval made under condition 15 of Part 4 of Schedule 9; condition 15 of Part 4 of Schedule 10; condition 10 of Part 4 of Schedule 11; condition 10 of Part 4 of Schedule 12, or condition 8 of Part 4 of Schedule 13 to the Norfolk Boreas Offshore Wind Farm Order 202[].”</p> <p>(j) — In regulation 22(2) (determining the appeal — general) after the words “in writing of the determination” insert the words “within the period of 12 weeks beginning on the start date where the appeal is to be determined by written representations or within the period of 12 weeks beginning on the day after the close of the hearing or inquiry where the appeal is to be determined by way of hearing or inquiry”.</p>	
174.	Schedule 11-12, Part 4, Condition 1(2)	N/A	To reflect further commitments in the HHW SAC as a result of reaching agreement with BT to cut remove offshore cables located within the HHW	72,83669,236m³ 128,086124,086m²	8
175.	Schedule 11-12, Part 4, Condition 3(1)(f)	N/A	To reflect further commitments in the HHW SAC as a result of reaching agreement with BT to cut remove offshore cables located within the HHW	in the Haisborough, Hammond and Winterton Special Area of Conservation, the total area of cable protection must not exceed 28,000 24,000m ² and the total volume of cable protection must not exceed 17,200 13,600m ³	8

176.	Schedule 11-12, Part 4, Condition 3(1)(g)	NE and MMO	As a consequence of including new condition 19, the Applicant considers that condition 3(1)(g) to be unnecessary. The Applicant is engaging with NE to obtain their views on this change. It is therefore not yet agreed by NE.	(g) — in the Haisborough, Hammond and Winterton Special Area of Conservation, cable protection must not take the form of rock or gravel dumping.	8
177.	Schedule 11-12, Part 4, Condition 9(1) & (m)	SoS	To reflect the principle of the amendments from the NV DCO and to ensure consistency of drafting.	<p>(l) <i>In the event that piled foundations are proposed to be used, the licensed activities, or any phase of those activities must not commence until a sSite integrity plan which accords with the principles set out in the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan, has been submitted to the MMO and which the MMO is satisfied that the plan, provides would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.</i></p> <p>(m) <i>[The licensed activities, or any phase of those activities must not commence until a sSite integrity plan which accords with the principles set out in the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Site Integrity Plan, has been submitted to the MMO and which the MMO (in consultation with the relevant statutory nature conservation body) is satisfied that the plan provides-would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent</i></p>	8

				<i>that sandbanks and sabellaria spinulosa reefs are a protected feature of that site.]</i>	
178.	Schedule 11-12, Part 4, Condition 10	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 9 or approval has been given following an appeal in accordance with sub-paragraph (6).</i></p> <p><i>(6) Where the MMO fails to determine an application for approval under condition 9 within the period referred to in sub-paragraph (5) or refuses the application for approval, the undertaker may appeal to the Secretary of State in accordance with the procedure in Part 5 of this licence.</i></p> <p><i>(7)(6) The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 9 or approved following an appeal under sub-paragraph (6) above, unless otherwise agreed in writing by the MMO.</i></p> <p><i>(8)(7) No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.</i></p>	8

179.	Schedule 11-12, Part 4, Condition 20	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>Decommissioning of cable protection within the Haisborough, Hammond and Winterton Special Area of Conservation</i></p> <p><i>20.—(1) The obligations under paragraphs (2) and (3) shall only apply if and to the extent that—</i></p> <p><i>(a) cable protection is installed as part of the authorised project within the Haisborough, Hammond and Winterton Special Area of Conservation as at the date of the grant of the Order;</i></p> <p><i>(b) it is a requirement of the written decommissioning programme approved by the Secretary of State pursuant to section 105 (requirement to prepare decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), that such cable protection is removed as part of the decommissioning of the authorised project.</i></p> <p><i>(2) Within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the undertaker shall carry out an appropriate survey of cables within the Haisborough, Hammond and Winterton Special Area of Conservation that are subject to cable protection and that are situated within the Haisborough, Hammond and Winterton Special Area of Conservation to assess the integrity and condition of that cable protection and determine the appropriate extent of the feasibility of the removal of such cable protection having</i></p>	8
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				<p><i>regard to the condition of the cable protection and feasibility of any new removal techniques at that time, and submit that along with a method statement for recovery of cable protection to the MMO.</i></p> <p><i>(3) Within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the MMO must confirm whether or not it is satisfied with the method statement pursuant to (2) above.</i></p> <p><i>(4) If the MMO has confirmed it is satisfied pursuant to (3) above, then within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the undertaker shall endeavour to recover the cable protection to the extent identified in the survey and according to the methodology set out in the method statement submitted pursuant to (2) above.</i></p>	
180.	Schedule 13, Part 4, Condition 8	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>(4) No licensed activity may commence until for that licensed activity the MMO has approved in writing any relevant programme, statement, plan, protocol or scheme required to be approved under condition 7 or approval has been given following an appeal in accordance with sub-paragraph (6).</i></p> <p><i>(6) Where the MMO fails to determine an application for approval under condition 14 within the period referred to in sub-paragraph (5) or refuses the application for approval, the undertaker may appeal to the Secretary of State in accordance with the procedure in Part 5 of this licence.</i></p>	8

				(7) (6) <i>The licensed activities must be carried out in accordance with the plans, protocols, statements, schemes and details approved under condition 7 or approved following an appeal under sub-paragraph (6) above, unless otherwise agreed in writing by the MMO.</i>	
181.	Schedule 15 Paragraph 1 and Paragraph 2	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>1.—(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the Arbitrator is appointed pursuant to article 38 (arbitration) of the Order.</i></p> <p><i>(2) The Parties will first use their reasonable endeavours to settle a dispute amicably through negotiations undertaken in good faith by the senior management of the Parties. Any dispute which is not resolved amicably by the senior management of the Parties within 20 business days of the dispute arising, or such longer period as agreed in writing by the Parties, shall be subject to arbitration in accordance with the terms of this Schedule.</i></p> <p><i>(3) (2) The Arbitration is deemed to have commenced when a party (“the Claimant”) serves a written notice of arbitration on the other party (“the Respondent”).</i></p>	8
182.	Schedule 15 Paragraph 1 and Paragraph 2	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>3.—(1) The timetable for the Arbitration is set out in sub-paragraphs (2) to (4) below unless amended in accordance with sub-paragraph 5(3).</i></p> <p><i>(2) Within 14 days of the Arbitrator being appointed, the Claimant must provide both the Respondent and the Arbitrator with:</i></p>	8

				<p>(a) a written Statement of Claim which describes the nature of the difference between the parties, the legal and factual issues, the Claimant's contentions as to those issues, the amount of its claim and/or the remedy it is seeking; <i>and</i></p> <p>(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.</p> <p>(3) Within 14 days of receipt of the Claimant's statements under sub-paragraph (2) by the Arbitrator and Respondent, the Respondent must provide the Claimant and the Arbitrator with:</p> <p>(a) a written Statement of Defence responding to the Claimant's Statement of Claim, its statement in respect of the nature of the difference, the legal and factual issues in the Claimant's claim, its acceptance of any element(s) of the Claimant's claim, its contentions as to those elements of the Claimant's claim it does not accept;</p> <p>(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; <i>and</i></p> <p>(c) any objections it wishes to make to the Claimant's statements, comments on the Claimant's expert report(s) (if submitted by the Claimant) and explanations for the objections.</p> <p>(4) Within 7 days of the Respondent serving its statements sub-paragraph (3), the Claimant may make a Statement of Reply by</p>	
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				<p>providing both the Respondent and the Arbitrator with:</p> <p>(a) a written statement responding to the Respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;</p> <p>(b) all statements of evidence and copies of documents in response to the Respondent's submissions;</p> <p>(c) any expert report in response to the Respondent's submissions;</p> <p>(d) any objections to the statements of evidence, expert reports or other documents submitted by the Respondent; <i>and</i></p> <p>(e) its written submissions in response to the legal and factual issues involved.</p>	
183.	Schedule 15 Paragraph 4(7)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>(a) At at least 28 days before a hearing, the Arbitrator must provide a list of issues to be addressed by the expert(s);</p> <p>(b) If if more than one expert is called, they are to jointly confer and produce a joint report or reports within 14 days of the issues being provided; and</p> <p>(c) The the form and content of a joint report must be as directed by the Arbitrator and must be provided at least 7 days before the hearing.</p> <p>...</p> <p>(9) The Arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within 4 months of the date on which he/she is they are</p>	8

				<p><i>appointed, unless both parties otherwise agree to an extension to the date for the award.</i></p> <p><i>(10) If a party fails to comply with the timetable, procedure or any other direction then the Arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before him/her them attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure and/or direction.</i></p>	
184.	Schedule 15 Paragraph 5	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>5.—(1) The Arbitrator has all the powers of the Arbitration Act 1996(a), including the non-mandatory sections, save where modified by these Rules.</i></p>	8
185.	Schedule 15 Paragraph 5 Footnotes	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>(a) 1996 c. 23.</i></p>	8
186.	Schedule 16 Paragraph 3(2)(c)	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>(2)(c) as soon as is practicable after receiving the appeal documentation, but in any event within 20 28 business days of receiving the appeal documentation, the Secretary of State must appoint a person and forthwith notify the appeal parties of the identity of the appointed person and the address to which all correspondence for that person's attention should be sent;</i></p>	8
187.	Schedule 17 Part 1	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>[There have been consistency changes throughout Schedule 17 to remove part of this Schedule and replace with 'in this Part']</i></p> <p><i>(a) any licence holder within the meaning of Part 1 (electricity supply) of the Electricity Act 1989(a)1989 Act;</i></p>	8

				<p><i>(b) a gas transporter within the meaning of Part 1 (gas supply) of the Gas Act 1986(a);</i></p> <p><i>(c) a water undertaker within the meaning of the Water Industry Act 1991(b); and</i></p> <p><i>(d) a sewerage undertaker within the meaning of Part 1 (preliminary) of the Water Industry Act 1991, for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.</i></p> <p><i>“alternative apparatus” means alternative apparatus adequate to enable the affected undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;</i></p> <p><i>“apparatus” means—</i></p> <p><i>...</i></p> <p><i>(c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that affected undertaker for the purposes of water supply; and any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991 at the time of the works mentioned in this Part; and</i></p> <p><i>(d) in the case of a sewerage undertaker—</i></p> <p><i>(i) any drain or works vested in the affected undertaker under in accordance with the Water Industry Act 1991; and</i></p>	
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				<p>(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (<i>adoption of sewers and disposal works</i>) of that Act or an agreement to adopt made under section 104 (<i>agreements to adopt sewer, drain or sewerage disposal works, at a future date</i>) of that Act, and includes a sludge main, disposal main (within the meaning of section 219 (<i>general interpretation</i>) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;</p> <p>“functions” includes powers and duties; and</p> <p>“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land.</p> <p>3. This part of this Schedule Part does not apply to apparatus in respect of which the relations between the undertaker and the affected undertaker are regulated by the provisions of Part 3 (<i>street works in England and Wales</i>) of the 1991 Act.</p> <p>4. Regardless of any provision in this Order or anything shown on the land plan, the undertaker must not acquire any apparatus otherwise than by agreement.</p> <p>5.—</p>	
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				<p>(2) <i>If, for the purpose of executing any works in, on or under any land purchased, held, or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it shall must give to the affected undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an affected undertaker reasonably needs to remove any of its apparatus) the undertaker shall must, subject to sub-paragraph (3), afford to the affected undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.</i></p> <p>...</p> <p>(6) <i>Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the affected undertaker in question that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the affected undertaker, shall must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the affected undertaker.</i></p>	
188.	Schedule 17	SoS	To carry across changes from the Norfolk Vanguard as made Order and	[There have been consistency changes throughout Schedule 17 to remove part of this Schedule and replace with 'in this Part']	8

	Part 2		ensure consistency between the two projects/DCOs.	<p><i>(b) National Grid Gas PLC (Company No. 200600) whose registered office is at 1-3 Strand, London, WC2N 5EH and any successor to their licence under Part 1 of the Gas Act 1986 or their successor company(ies).</i></p> <p>...</p> <p><i>(c) include any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid's policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties").</i></p> <p>...</p> <p>14.—(1) Except for paragraphs 15 (apparatus in stopped up streets), 20 (retained apparatus: protection), 21 (expenses) and 22 (compensation) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the promoter and National Grid are regulated by the provisions of Part 3 (<i>street works in England and Wales</i>) of the 1991 Act.</p> <p>15. Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 10 (temporary stopping up of streets), National Grid will be at liberty at all times to take all necessary access across</p>	
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				<p>any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.</p> <p>...</p> <p>(4) Any agreement or consent granted by the undertaker under paragraph 19 or 20 or any other paragraph of this Part of this Schedule, must not be taken to constitute agreement under subsub- paragraph 16(1).</p> <p>22. 3 (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the promoter with the benefit of this Order pursuant to section 156 (benefit of order granting development consent) of the Planning Act 2008 or article 5 (consent to transfer benefit of order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part including this paragraph 22.</p>	
189.	Schedule 17 Part 3	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>[Consistency changes throughout to remove part of this Schedule and replace with 'Part']</p> <p>...</p>	8

				<i>(c) include any of the activities that are referred to in paragraph 6 and 7 of SSW22 ("Specification for safe working in the vicinity of Cadent assets – requirements for third parties").</i>	
190.	Schedule 17 Part 4	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>[Consistency changes throughout to remove part of this Schedule and replace with 'Part']</i> 43.—</p> <p><i>(2) In this part of this Schedule—Part— “the 2003 Act” means the Communications Act 2003(a);</i> “conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system is construed in accordance with paragraph 1(3A) of that code;</p> <p><i>“electronic communications apparatus” has the same meaning as in the electronic communications code;</i> “the electronic communications code” has the same meaning as in Chapter 1 of Part 2 (networks, services and the radio spectrum) of the 2003 Act(b);</p> <p><i>“electronic communications code network” means—</i></p> <p><i>(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and</i></p>	8

				<p>“operator” means the operator of an electronic communications code network.</p> <p>44. The exercise of the powers of article 29 (statutory undertakers) are subject to Part 10 of Schedule 3A of (the electronic communications code) to the 2003 Act.</p> <p>45.—</p> <p>(b) there is any interruption in the supply of the service provided by an operator, the undertaker shall bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and shall—must—</p> <p>...</p> <p>(3) The operator shall must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand shall be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.</p> <p>(4) Any difference arising between the undertaker and the operator under this paragraph shall be referred to and settled by arbitration under article 38 (arbitration).</p> <p>46. This part of this Schedule Part does not apply to—</p>	
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				<i>(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or</i>	
191.	Schedule 17 Part 5	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>[Consistency changes throughout to remove part of this Schedule and replace with 'Part']</i></p> <p>49. <i>“construction” includes execution, placing, alteration and reconstruction</i> ... <i>“network licence” means the network licence, as is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of powers under section 8 (licences) of the Railways Act 1993(a);</i> ... 53 (2) <i>If any damage to railway property or any such interference or obstruction is caused by the carrying out of or in consequence of the construction of a specified work, the undertaker must, regardless of any approval, make good such damage and shall-must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for loss which it may sustain by reason of any such damage, interference or obstruction.</i> ... </p>	8

				<i>66. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I (the provision of services) of the Railways Act 1993.</i>	
192.	Schedule 17 Part 5 Footnotes	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<i>(a) 1993 c.43.</i>	8
193.	Schedule 17 Part 6	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p><i>[Consistency changes throughout to remove part of this Schedule and replace with 'Part']</i></p> <p><i>(2) In this part of this schedule—Part— “Anglian Water” means Anglian Water Services Limited (company number 02366656) whose registered office is at Lancaster House, Lancaster Way, Ermine Business Park, Huntington, Cambridgeshire PE29 6XU;</i></p> <p><i>(b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4)(a) (adoption of sewers and disposal works) of The Water Industry Act 1991 or an agreement to adopt made under section 104 (b) (agreements to adopt sewer, drain or sewage disposal works at future date) of that Act, and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 (general interpretation) of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus.</i></p>	8

				<p>...</p> <p>(3) The undertaker must not interfere with, build over or near to any Aapparatus within the Order Land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus</p> <p>...</p> <p>(4) The alteration, extension, removal or re-location of any apparatus shallmust not be implemented until</p>	
194.	Schedule 17 Part 6 Footnotes	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>(a) Section 102(4) was amended by the Water Act 2003 (c. 37), s96(1) and the Water Act 2014 (c.21), Schedule 7, paragraph 90.</p> <p>(b) Section 104 was amended by the Water Act 2003 (c. 37), s96 and the Water Act 2014 (c. 21).</p>	8
195.	Schedule 17 Part 7	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>72...</p> <p>(a) in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (<i>prohibitions of obstructions etc. in watercourses</i>) of the Land Drainage Act 1991(a); and</p> <p>...</p> <p>1991(b); “plans” includes sections, drawings, specifications and method statements;</p>	8
196.	Schedule 17, Part 7, Footnotes	SoS	To carry across changes from the Norfolk Vanguard as made Order and ensure consistency between the two projects/DCOs.	<p>(a) c. 23. Section 23 was amended by the Environment Act 1995 (c. 29), Schedule 22, paragraph 192 and the Flood and Water Management Act 2010 (c. 29), Schedule 2, paragraph 32. (b) See section 72(1).</p>	8
197.	Schedule 17 Part 8	SoS	To carry across changes from the Norfolk Vanguard as made Order and	83.	8

			ensure consistency between the two projects/DCOs.	<p>“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Orsted or its successor in title within the Hornsea 3 Three Order Land;</p> <p>...</p> <p>“Orsted” means an undertaker with the benefit of all or part of the Hornsea 3 Three Order for the time being [the same change in relation to Hornsea 3 Three has been made throughout this Part];</p> <p>“Hornsea 3 Three Order” means the any development consent order made by the Secretary of State in relation to Hornsea Three Offshore Wind Farm Order 201 following the application of 14 May 2018;</p>	
198.	Schedule 18	ExA	Updates to the version numbers of the control plans and to the documents forming part of the environmental statement that were submitted at Deadline 10 and which now have examination library reference numbers.	[Updated at Schedule 18 of version 8 of the DCO]	8
Omissions from Schedule of Changes at previous deadlines					
199.	Article 2 Footnotes	EA	To address a request from the Environment Agency.	(a) “main river” is defined in section 113	4
200.	Article 7(3)(a) Footnotes	EA	To reflect updates to the legislation	(c) S.I. 2016/1164	4
Deadline 18 (12 October 2020)					
201.	Article 2 (Interpretations)	ExA	To reflect a request from the ExA at 5 th WQs 5.5.1.1 and remove cross reference to "highway authority" in the 1980 Act.	“highway” and “highway authority” have has the same meaning as in section 1 and section 328(1) of the 1980 Act(a);	9

202.	Article 2 (Interpretations)	ExA	To reflect a request from the ExA at 5 th WQs 5.5.1.1.	<i>“highway authority” means Highways England or Norfolk County Council (as appropriate);</i>	9
203.	Schedule 6, Part 1, Scenario 1	N/A	To reflect an ownership split in plot 41/06 and mirror the BoR and Land Plans.	26/07, 26/09, 26/12, 26/14, 26/15, 27/01, 27/05, 27/07, 27/08, 27/09, 27/10, 27/11, 27/14, 27/15, 27/16, 28/01, 28/02, 28/03, 28/08, 29/02, 29/08, 29/11, 29/13, 30/01, 30/07, 30/08, 30/09, 30/12, 31/01, 31/06, 31/07, 31/08, 31/09, 31/11, 31/12, 31/13, 32/01, 32/04, 32/05, 32/07, 32/08, 32/10, 32/11, 33/01, 33/06, 33/08, 33/11, 33/14, 33/15, 33/16, 34/01, 34/05, 34/06, 34/07, 35/01, 35/03, 35/04, 35/05, 35/06, 35/07, 35/09, 35/13, 35/15, 35/16, 36/01, 36/03, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/01, 37/02, 37/07, 37/08, 37/09, 37/11, 37/16, 37/17, 37/18, 37/19, 37/20, 37/21, 37/22, 38/01, 38/04, 38/07, 38/09, 38/11, 39/01, 39/02, 39/03, 39/09, 39/10, 39/12, 39/13, 40/01, 40/04, 40/11, 40/12, 40/12b, 40/13a, 40/14, 40/19, 40/22a, 40/24a, 40/24c, 40/24d, 40/25, 40/29, 40/30, 41/03a, 41/03c, 41/06a, 41/06b, 41/06c , 41/22, 41/25a and 42/01	9
204.	Schedule 8, Part 1, Scenario 1	N/A	To reflect an ownership split in plot 41/06 and mirror the BoR and Land Plans.	26/07, 26/09, 26/12, 26/14, 26/15, 27/01, 27/05, 27/07, 27/08, 27/09, 27/10, 27/11, 27/14, 27/15, 27/16, 28/01, 28/02, 28/03, 28/08, 29/02, 29/08, 29/11, 29/13, 30/01, 30/07, 30/08, 30/09, 30/12, 31/01, 31/06, 31/07, 31/08, 31/09, 31/11, 31/12, 31/13, 32/01, 32/04, 32/05, 32/07, 32/08, 32/10, 32/11, 33/01, 33/06, 33/08, 33/11, 33/14, 33/15, 33/16, 34/01, 34/05, 34/06, 34/07, 35/01, 35/03, 35/04, 35/05, 35/06, 35/07, 35/09, 35/13, 35/15, 35/16, 36/01, 36/03, 36/04, 36/07, 36/12, 36/13, 36/18, 36/20, 37/01, 37/02, 37/07, 37/08, 37/09, 37/11,	9

				37/16, 37/17, 37/18, 37/19, 37/20, 37/21, 37/22, 38/01, 38/04, 38/07, 38/09, 38/11, 39/01, 39/02, 39/03, 39/09, 39/10, 39/12, 39/13, 40/01, 40/04, 40/11, 40/12, 40/12b, 40/13a, 40/14, 40/19, 40/22a, 40/24a, 40/24c, 40/24d, 40/25, 40/29, 40/30, 41/03a, 41/03c, 41/06a, 41/06b, 41/06c , 41/22, 41/25a and 42/01	
205.	Schedule 9-10, Part 4, Condition 14(1)(f) and Schedule 11-12, Condition 9(1)(f)	MMO & NE	To reflect an agreed approach with the MMO as reflected in the SoCG submitted at D16 (REP16-009).	<i>In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a marine mammal mitigation protocol, in accordance with the draft marine mammal mitigation protocol, the intention of which is to prevent injury to marine mammals and following current best practice as advised by the relevant statutory nature conservation bodies.</i>	9
206.	Schedule 9-10, Part 4, Condition 14(1)(m) and Schedule 11-12, Condition 9(1)(l)	MMO & NE	To reflect an agreed approach with the MMO as reflected in the SoCG submitted at D16 (REP16-009).	<i>In the event that piled foundations are proposed to be used, at least six months prior to commencement of licensed activities, a site integrity plan which accords with the principles set out in the in principle Norfolk Boreas Southern North Sea Special Area of Conservation Site Integrity Plan, and which the MMO is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that harbour porpoise are a protected feature of that site.</i>	9
207.	Schedule 11 -12 Part 4, Condition 3(1)(g)	MMO & NE	To reflect agreed drafting with the MMO and NE.	<i>in the Haisborough, Hammond and Winterton Special Area of Conservation, cable protection must not take the form of rock or gravel dumping where it is deployed to protect export cables apart from at cable crossing locations with existing cables and pipelines.</i>	9

208.	Schedule 11 -12 Part 4, Condition 7(10)	ExA	To reflect a typographical error and address 5 th WQ 5.5.4.1	<i>The undertaker must ensure that any oil, fuel or chemical spill within the marine environment is reported to the MMO, Marine Pollution Response Team in accordance with the marine pollution contingency plan agreed under condition 149(1)(d)(i).</i>	9
209.	Schedule 11-12, Part 4, Condition 9(1)(g)	MMO & NE	To remove the square brackets given that a cable specification, installation and monitoring plan will be required for cables outside the HHW SAC, in addition to the control document (8.20) which will govern inside the HHW SAC.	<i>A cable specification, installation and monitoring plan, ffor the installation and protection of cables outside of the Haisborough, Hammond and Winterton Special Area of Conservation, tto include—</i>	9
210.	Schedule 11-12, Part 4, Condition 9(1)(m)	MMO & NE	To reflect an agreed approach with the MMO as reflected in the SoCG submitted at D16 (REP16-009).	<i>[At least six months prior to commencement of licensed activities, a site integrity plan which accords with the principles set out in the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Site Integrity Plan, and which the MMO (in consultation with the relevant statutory nature conservation body) is satisfied would provide such mitigation as is necessary to avoid adversely affecting the integrity (within the meaning of the 2017 Regulations) of a relevant site, to the extent that sandbanks and Sabellaria spinulosa reefs are a protected feature of that site.]</i>	9
211.	Schedule 11-12, Part 4, Condition 9(1)(m)	MMO & NE	Formatting change to ensure consistency with the principle and drafting agreed with the MMO for the MMMP, SNS SIP, and HHW SIP.	<i>[At least six months prior to commencement of licensed activities, a cable specification, installation and monitoring plan for the installation and protection of cables within the Haisborough, Hammond and Winterton Special Area of Conservation which accords with the principles set out in the outline Norfolk Boreas Haisborough, Hammond and Winterton Special Area of Conservation Cable Specification, Installation and Monitoring Plan such plan to be submitted to</i>	9

				<i>the MMO (in consultation with the relevant statutory nature conservation body) at least six months prior to commencement of licensed activities.]</i>	
212.	Schedule 11-12, Condition 20	MMO & NE	<p>To reflect the agreed position with the MMO, as with the inclusion of the amended Condition 3(1)(g) within the Transmission DMLs, it is the Applicant's and the MMO's position that Condition 20 is not required.</p> <p>In the event that the SoS considered that a DML condition was required then the Applicant, the MMO and NE have agreed on the wording for such a condition (without prejudice to the above positions). This wording is contained in the SoCG with the MMO [REP16-009]. In the event that the SoS decided that these principles were better dealt with as a Requirement then the MMO, NE and the Applicant have also agreed wording for a Requirement. This wording is contained in the SoCG with the MMO [REP16-009].</p>	<p><i>Decommissioning of cable protection within the Haisborough, Hammond and Winterton Special Area of Conservation</i></p> <p><i>20. — The obligations under paragraphs (2) and (3) shall only apply if and to the extent that —</i></p> <p><i>(a) — cable protection is installed as part of the authorised project within the Haisborough, Hammond and Winterton Special Area of Conservation as at the date of the grant of the Order;</i></p> <p><i>(b) — it is a requirement of the written decommissioning programme approved by the Secretary of State pursuant to section 105 (requirement to prepare decommissioning programmes) of the 2004 Act, including any modification to the programme under section 108 (reviews and revisions of decommissioning programmes), that such cable protection is removed as part of the decommissioning of the authorised project.</i></p> <p><i>(2) Within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the undertaker shall carry out an appropriate survey of cables within the Haisborough, Hammond and Winterton Special Area of Conservation that are subject to cable protection and that are situated within the Haisborough, Hammond and Winterton Special Area of Conservation</i></p>	9

				<p><i>to assess the integrity and condition of that cable protection and determine the appropriate extent of the feasibility of the removal of such cable protection having regard to the condition of the cable protection and feasibility of any new removal techniques at that time, and submit that along with a method statement for recovery of cable protection to the MMO.</i></p> <p><i>(3) Within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the MMO must confirm whether or not it is satisfied with the method statement pursuant to (2) above.</i></p> <p><i>(4) If the MMO has confirmed it is satisfied pursuant to (3) above, then within such timeframe as specified within the decommissioning programme approved by the Secretary of State, the undertaker shall endeavour to recover the cable protection to the extent identified in the survey and according to the methodology set out in the method statement submitted pursuant to (2) above.</i></p>	
213.	Schedule 13, Condition 8(7)	MCA and MMO	To reflect response to 5 th round of questions WQ5.5.4.3. and the agreed position with the MCA and MMO.	<p><i>No part of the authorised scheme may commence until the MMO, in consultation with the MCA, has confirmed in writing that the undertaker has taken into account and, so far as is applicable to that stage of the project, adequately addressed MCA recommendations as appropriate to the authorised scheme contained within MGN543 “Offshore Renewable Energy Installations (OREIs) – Guidance on UK Navigational Practice, Safety and Emergency Response Issues” and its annexes.</i></p>	9

214.	Schedule 14, Part 3, Scenario 2 (Removal of Important Hedgerows)	ExA	To reflect response to 5 th round of Written Questions, Q5.5.5.1	<i>District of Breckland</i> <i>The important hedgerow marked 295 on the important hedgerows plan</i>	9
215.	Schedule 14, Part 4 Scenario 2 (Removal of Potentially Important Hedgerows)	ExA	To reflect response to 5 th round of Written Questions, Q5.5.5.1	<i>District of Breckland</i> <i>The potentially important hedgerow marked 297 on the important hedgerows plan</i> <i>District of Breckland</i> <i>The potentially important hedgerow marked 296 on the important hedgerows plan</i>	9
216.	Schedule 17, Part 7, paragraph 73	EA	To reflect the agreed position with the Environment Agency, as reflected in the SoCG [REP16-007]	<i>(1) Before beginning to construct any specified work, the undertaker must submit to the relevant drainage authority plans of the specified work and such further particulars available to it as the relevant drainage authority may within 28 days of the submission of the plans reasonably require.</i> <i>(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the relevant drainage authority or determined under paragraph 73.</i> <i>(3) Any approval of the relevant drainage authority required under this paragraph—</i> <i>(a) must not be unreasonably withheld or delayed;</i>	9

				<p><i>(b) is deemed to have been refused given if it is neither given nor refused within 2 months of the submission of the plans for approval (or submission of further particulars if required by the relevant drainage authority under sub-paragraph (1)) or in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and</i></p> <p><i>(c) may be given subject to such reasonable requirements as the relevant drainage authority may make for the protection of any drainage work or, where the drainage authority is the Environment Agency also, for the protection of water resources for the prevention of pollution or in the discharge of its environmental duties.</i></p>	
217.	Schedule 17, Part 7, paragraph 75	EA	To reflect the agreed position with the Environment Agency, as reflected in the SoCG [REP16-007]	<p><i>(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the relevant drainage authority under paragraph 74, must be constructed—</i></p> <p><i>(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part; and</i></p>	9
218.	Schedule 17, Part 7, paragraph 80	EA	To reflect the agreed position with the Environment Agency, as reflected in the SoCG [REP16-007]	<p><i>The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the relevant drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part.</i></p>	9

219.	Schedule 18, Certified Documents	N/A	To reflect latest versions of the certified documents.	<i>Updates to relevant certified documents to reflect the latest versions, as well as the inclusion of the Flamborough and Filey Coast Special Protection Area (SPA) – In principle Compensation as a certified document in view of the revised wording in Schedule 19, Condition 1.</i>	9
220.	Schedule 19, Part 1, Condition 1	NE	To reflect agreed position and drafting with NE and the MMO.	<p>Flamborough and Filey Coast Special Protection Area: Delivery of measures to compensate for kittiwake loss</p> <p><i>1.(1) No later than 12 months prior to the commencement of any offshore works, a strategy for the delivery of measures to compensate for the predicted loss of adult kittiwakes from the Flamborough and Filey Coast Special Protection Area as a result of the authorised project and proposals for monitoring and reporting on their effectiveness, must be submitted to the Secretary of State for written approval, in consultation with the MMO and the relevant statutory nature conservation body.</i></p> <p><i>(2) The strategy must include measures to increase the number of adult kittiwakes available to recruit to the Flamborough and Filey Coast Special Protection Area in accordance with the principles contained in Flamborough and Filey Coast Special Protection Area (SPA) – In principle Compensation, and must be approved in writing by the Secretary of State prior to the commencement of any offshore works.</i></p>	9

				<p>(3) Where the strategy proposes the construction of artificial kittiwake nest sites, it must be supported by a feasibility review of other artificial kittiwake nest sites (both in the vicinity of the proposed nest sites and more widely) and which assesses the likely success of the proposals submitted under sub-paragraph (1).</p> <p>(4) The strategy must include timescales for the measures to be delivered prior to operation of the offshore generating station, unless otherwise approved in writing by the Secretary of State.</p> <p>(5) Results from the monitoring scheme required under sub-paragraph (1) including any proposals to address the effectiveness of the measures must be submitted to the Secretary of State, the MMO and the relevant statutory nature conservation body, and any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State.</p> <p>(6)</p>	
221.	Schedule 19, Part 2, Condition 2	NE & RSPB	<p>To reflect agreed position with NE and the MMO.</p> <p>The changes to sub-paragraph (1) and (4) are in response to comments from the RSPB [REP17-012] and these changes have been agreed with NE.</p>	<p>Alde-Ore Estuary Special Protection Area: Delivery of measures to improve breeding success</p> <p>2.—(1) No later than 12 months prior to the commencement of any offshore works, a strategy for the delivery of measures to compensate for the predicted loss of adult lesser black-backed gull from the Alde-Ore Estuary Special Protection Area as a result of</p>	9

				<p><i>the authorised project and proposals for monitoring and reporting on their effectiveness must be submitted to the Secretary of State for approval, in consultation with the relevant statutory nature conservation body.</i></p> <p><i>(2) The strategy must include predator management measures in accordance with the principles contained in Section 4 of the Alde-Ore Estuary Special Protection Area (SPA) - In principle Compensation Measures , and must be approved in writing by the Secretary of State prior to the commencement of any offshore works.</i></p> <p><i>(3) The strategy must include timescales for the measures to be delivered prior to operation of the offshore generating station and must be carried out as approved, unless otherwise agreed in writing by the Secretary of State.</i></p> <p><i>(4) Results from the monitoring scheme required under sub-paragraph (1) including any proposals to address the effectiveness of the measures must be submitted to the Secretary of State and the relevant statutory nature conservation body, and any proposals to address effectiveness must thereafter be implemented by the undertaker as approved in writing by the Secretary of State.</i></p>	
222.	Schedule 19, Part 3, Condition 3	N/A	Change to reflect typographical error and to match the name of the certified plan.	Haisborough, Hammond and Winterton Special Area of Conservation: Promotion of an extension to the Haisborough, Hammond and Winterton Special Area of Conservation	9

				<p>...</p> <p>(2) <i>The strategy must be approved in writing by the Secretary of State prior to the commencement of the offshore works and must:</i></p> <p>(a) <i>accord with the principles contained in Section 4 of the Haisborough, Hammond and Winterton Special Area of Conservation (SAC) – In Principle Compensation;</i></p> <p>(b) <i>include proposals for monitoring and reporting on the effectiveness of the measures; and</i></p> <p>(c) <i>include timescales for the measures to be delivered.</i></p>	
223.	Schedule 19, Interpretation	N/A	Change to reflect the correct names of the certified documents.	<p><i>Interpretation of this Schedule</i></p> <p><i>4. In this Schedule—</i></p> <p><i>“Alde-Ore Estuary Special Protection Area (SPA) - In principle Compensation” means the document certified as the Alde-Ore Estuary Special Protection Area (SPA) - In principle Compensation by the Secretary of State for the purposes of this Order;</i></p> <p><i>“commence” means the first carrying out of any licensed marine activities authorised by the deemed marine licences in relation to works seaward of MHWS, save for pre-construction surveys and monitoring approved under the deemed marine licences and the words</i></p>	9

				<p><i>“commencement” and “commenced” must be construed accordingly;</i></p> <p><i>“deemed marine licences” means the marine licences set out in Schedules 9, 10, 11, 12 and 13 of the Norfolk Boreas Offshore Wind Farm Order 202[X];</i></p> <p><i>“Flamborough and Filey Coast Special Protection Area (SPA) – In principle Compensation” means the document certified as Flamborough and Filey Coast Special Protection Area (SPA) – In principle Compensation by the Secretary of State for the purposes of this Order;</i></p> <p><i>“Haisborough, Hammond and Winterton Special Area of Conservation (SAC) – In Principle Compensation” means the document certified as the Haisborough, Hammond and Winterton Special Area of Conservation (SAC) – In Principle Compensation by the Secretary of State for the purposes of this Order;</i></p> <p><i>“MMO” means the Marine Management Organisation;</i></p> <p><i>“offshore generating station” means Work No. 1 and any ancillary works in connection with those works;</i></p> <p><i>“offshore works” means Work Nos. 1 to 4A and any ancillary works in connection with those works;</i></p> <p><i>“statutory nature conservation body” means an organisation charged by government with advising on nature conservation matters.]</i></p>	
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224.	Explanatory Notes	ExA	To correct a typographical error and respond to WQ. 5.5.0.3 from the 5 th round of questions.	<i>A copy of the plans and book of reference referred to in this Order and certified in accordance with article 38 37 (certification of plans, etc) of this Order may be inspected free of charge at the offices of North Norfolk District Council, Council Offices, Holt Road, Cromer, NR27 9EN.</i>	9
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