

# Norfolk Projects Offshore Wind Farm

# Benthic Steering

# Group Plan of Work

Developer: Norfolk Boreas Limited and  
Norfolk Vanguard Limited  
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*Photo: Kentish Flats Offshore Wind Farm*

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## Glossary of Acronyms

BIMP	Benthic Implementation and Monitoring Plan
BSG	Benthic Steering Group
DCO	Development Consent Order
HHW	Haisborough, Hammond and Winterton
IFCA	Inshore Fisheries and Conservation Authority
MMO	Marine Management Organisation
NFFO	National Federation of Fishing Organisations
SAC	Special Area of Conservation
SoS	Secretary of State

## 1 Introduction

1. The Norfolk Boreas and Norfolk Vanguard offshore wind farm projects are being developed by Norfolk Boreas Limited and Norfolk Vanguard Limited respectively, as part of the Vattenfall Wind Power Ltd group. They are two separate projects with separate offshore sites; however, they share an offshore cable corridor and an onshore cable route. Norfolk Vanguard and Norfolk Boreas (collectively ‘the Norfolk Projects’) are being developed together in a strategic manner in order to maximise efficiencies and ultimately reduce the cost to the customer of the renewable energy produced by the Norfolk Projects.
2. This document sets out the plan of work for the Norfolk Projects Benthic Steering Group (BSG). This plan of work has been circulated to all members of the BSG (core members and advisory members) for comment and agreement to proceed under the terms set out in the document has been reached.
3. Norfolk Boreas was given consent in December 2021 followed by Norfolk Vanguard in February 2022. Due to the potential effects of the Norfolk Boreas and Norfolk Vanguard projects on benthic habitats in the Haisborough Hammond and Winterton (HHW) Special Area of Conservation (SAC) both projects are required to provide compensation. The compensation is to be guided by a Benthic Steering Group. In order to maximise stakeholder input and make the process efficient, a joint steering group has been convened to inform the delivery of the compensation for the Norfolk Projects.
4. This BSG plan of work, hereafter referred to as ‘the Plan of Work’ has been prepared pursuant to paragraph 24 of Schedule 19, Part 3 of the Norfolk Boreas Offshore Wind Farm Order 2021 (Norfolk Boreas DCO) and paragraph 24 of Schedule 17, Part 3 of the Norfolk Vanguard Offshore Wind Farm Order 2022 (Norfolk Vanguard DCO). This document serves to discharge these conditions for the Norfolk Projects. The conditions stipulate:

*The authorised development may not be commenced until a plan for the work of the BSG has been submitted to and approved by the Secretary of State. Such plan must include:*

- a) terms of reference of the BSG; (section 2 of this document)*
- b) details of the membership of the BSG; (section 3 of this document)*
- c) details of the schedule of meetings, timetable for preparation of the BIMP and reporting and review periods (section 4 of this document); and*
- d) the dispute resolution mechanism (section 5 of this document).*

5. The Norfolk Projects has ratified this Plan of Work with all members of the BSG prior to its submission to the Secretary of State (SoS) for approval in accordance with paragraph 24 of Part 1 of Schedule 19 and Schedule 17 of the Norfolk Boreas DCO and Norfolk Vanguard DCO respectively ('the Compensation Schedules').

### 1.1 Remit of the BSG

6. The key aims of the BSG are as follows:
  - Deliver the benthic compensation in an effective and timely manner in such a way that does not adversely affect other marine users or cause further damage to SAC features;
  - To establish an appropriate monitoring plan to assess the recovery of the SAC from export cable installation; and
  - Develop appropriate adaptive management measures to ensure benthic compensation is effective.
7. The BSG will meet these aims through the delivery of the Benthic Implementation and Monitoring Plan (BIMP) as set out in paragraph 29 of the Compensation Schedules. The Norfolk Projects will attempt to reach consensus from core members (as specified in section 3) of the BSG on the principles pertaining to the drafting of the BIMP, however should this not be possible section 5 details how disputes would be resolved.
8. The scope of the BSG is strictly limited to the delivery of project specific compensation measures and as such will not consider strategic compensation to address the potential need for industry wide compensation measures.



## 2 Terms of Reference

9. Whilst participating in the business of the BSG all persons shall do so in accordance with the following participation principles:

- The goal is to deliver compensation for benthic habitats through removal of marine debris (irrespective of individual member views on marine debris removal).
- Work in a solution focused manner to achieve beneficial outcomes for benthic habitats.
- Use reasonable endeavours to attend meetings.
- Use reasonable endeavours to complete any actions agreed (in BSG meetings or in writing if attendance is not possible) by the BSG in a timely manner.
- Engage proactively with all other members of the group in a respectful manner at all times.

10. The BIMP will be developed through a series of documents that will be drafted by the Norfolk Projects and through subsequent meetings to be organised and hosted by the Norfolk Projects to discuss and approve the documents. The final documents will comprise the BIMP.
11. The process will be iterative and the BSG will work through the requirements of the Compensation Schedules with a view to core members reaching agreement where possible. Where core members cannot reach agreement, the remaining matters will be addressed through the dispute resolution mechanism.
12. The Norfolk Projects will aim to organise meetings on dates that will suit as many members as possible (where a suitable date for all members cannot be found attendance of core members will be prioritised), this will be achieved using a doodle poll or similar mechanism. At least 10 options will be offered for each meeting to allow members every opportunity to attend.
13. Any documents to be reviewed prior to the meetings will be circulated to the relevant parties at least 10 working days prior to the meeting unless otherwise agreed with the BSG. All documents plans and designs will be prepared by the Norfolk Projects team unless otherwise agreed in advance.
14. The Norfolk Projects will collate any agenda item requests (which must be supplied at least eight working days prior to meetings) and will issue an agenda at least five working days prior to the meeting, an initial high-level agenda will be issued with the invite to doodle poll (or similar).

15. Meetings will be held using Microsoft Teams or if agreed by the BSG that a face-to-face meeting is required the Norfolk Projects will identify a suitable location giving preference to locations which are convenient to core members. If a suitable location cannot be found, then the meeting would revert to a Microsoft Teams meeting.
16. The Norfolk Projects or its lead consultants will provide the secretariat role, organising meetings, circulating documents, taking minutes, issuing minutes for review and then collating comments finalising minutes and issuing final versions to the BSG.
17. The aim is to schedule meetings as described in section 4.
18. The BSG will be chaired by an independent and neutral chairperson whenever possible, on occasion where this is not possible (for example unavailability of a chairperson) the Norfolk Projects will provide an alternative chairperson.
19. Core members (being Natural England and the Marine Management Organisation (MMO)) of the BSG will be invited to review all documents and will be invited to attend all meetings. Advisory members (being the Eastern Inshore Fisheries and Conservation Authority (IFCA) and The National Federation of Fishermen's Organisations (NFFO)) will only be required to review documents and attend meetings which relate to their specific remit. This will limit the burden on resources.
20. Each member will have the option to decline to review a document or decline to attend a meeting, however that may restrict the opportunity to comment or provide their opinion on the particular document or matter being discussed at the meeting. In that event decisions may be made by the remainder of the BSG in order to progress delivery in line with the programme set out in section 4.
21. The Norfolk Projects will be responsible for the preparation and submission of the BIMP to the Secretary of State in accordance with the Compensation Schedules.
22. The Norfolk Projects will engage with and provide reports to the BSG in accordance with the programme set out in section 4.
23. The Norfolk Projects will consult with the BSG on the BIMP (core members on all issues and advisory members on specific issues related to their expertise as presented in section 3) prior to submission of the BIMP to the Secretary of State.
24. Minutes from meetings will be issued, where possible, no more than five working days following a meeting and comments (including on matters where BSG members need to seek organisational input) will be returned by members no later than 10 working days following the date of issue. The secretariat will also maintain a log of common ground which will be updated and circulated following each meeting.



25. The Chairperson shall be responsible for the timely and efficient running of BSG meetings and may require the BSG to progress through agenda items to ensure there is adequate time for discussion of all items.
26. If the appointed Chairperson is unable to act as Chair of the BSG then attempts will be made to find a replacement independent chair (either on a temporary or permanent basis), if these are unsuccessful a member of the Norfolk Projects will take the role of Chairperson or will appoint a replacement Chairperson.

## 2.1 Confidentiality

27. The members and any appointed Chairperson shall ensure:
  - a. information is distributed amongst them in a safe and secure manner and labelled as "confidential and commercially sensitive" where appropriate. The Norfolk Projects will mark relevant documents to which this section applies as "confidential and commercially sensitive". If the Norfolk Projects fail to mark a document as "confidential and commercially sensitive" or any doubt remains as to whether a document or part thereof is confidential and commercially sensitive the members shall engage with the Norfolk Projects to confirm the position;
  - b. all information relating to the BSG, discussed by the BSG or distributed to the BSG is treated as confidential and, where a member is a statutory consultee, shall be safeguarded in line with that member's internal confidentiality policies and applicable laws, except to the extent that:
    - i. disclosure is required by law;
    - ii. the information is provided by the Norfolk Projects to a third party for the purposes of complying with the Norfolk Boreas or Norfolk Vanguard DCO or complying with or obtaining any other permission or consent (including any necessary land rights);
    - iii. the Norfolk Projects provide written agreement to the distribution of specific information for a stated purpose; or
    - iv. the information otherwise enters into the public domain (except than through unauthorised disclosure).
28. If a public body has to disclose confidential information pursuant to paragraph 27.b) (i), it shall, to the extent permitted by law, use reasonable endeavours to give the Norfolk Projects as much advance notice of this disclosure as possible and take into account the representations raised by the Norfolk Projects as to the disclosure.

29. The Norfolk Projects may request that any non-statutory member or third party who participates in the business of the BSG, including any appointed Chairperson, enters into a non-disclosure agreement in a form reasonably acceptable to it.
30. Nothing in this Plan of Work shall impose an obligation on the Norfolk Projects to disclose information that it considers to be confidential and/or commercially sensitive. The Norfolk Projects reserves the right to share information and for the avoidance of doubt, sharing of information by the Norfolk Projects with others does not remove the obligation upon the members to treat the information as confidential and/or commercially sensitive.
31. The Norfolk Projects will be sharing confidential and commercially sensitive documentation via the “Box” file sharing site hosted by the Norfolk Projects’ appointed consultants. BSG members shall ensure that for the files labelled confidential, they view only and do not download, take screenshots or record the information elsewhere on their computer system. For clarity this will not apply to documents that members are required to edit or comment upon.
32. Information shall not be regarded as confidential if:
  - a. it is generally available to the public at the time of its disclosure to the BSG and Chairperson; or
  - b. subsequently becomes generally available to the public (other than as a result of non-compliance with this section 2.1); or
  - c. is already in the possession of the BSG member or Chairperson.”

## 2.2 Costs

33. The Norfolk Projects shall be responsible for the reasonably incurred administrative costs of the Chairperson.
34. The Norfolk Projects will meet the standard travel costs of core members and advisory members of the BSG and of the Chairperson for any travel required to and from any in-person BSG meeting where such costs are reasonably incurred and evidenced, subject to prior approval from the Norfolk Projects.

## 3 Details of the membership of the BSG

35. The membership of the BSG has been determined through consultation with parties named in paragraph 27 of the Compensation Schedules (Natural England as the statutory nature conservation body and the MMO). To ensure a broad representation of experience and expertise during the development of the

compensation measures other members will be consulted as advisory bodies. For consistency, advisory bodies invited to attend the BSG are expected to comply with the Plan of Work as agreed by the members as defined below.

36. It is intended that the core members of the BSG are:
  - a. Norfolk Boreas Limited and Norfolk Vanguard Limited (together the Norfolk Projects);
  - b. Natural England; and
  - c. The Marine Management Organisation (MMO).
37. The core members will provide representative(s) to attend meetings of the BSG and otherwise participate in the business of the BSG in accordance with the terms of reference (section 2). Core members will be consulted on matters pertaining to (but not limited to): benthic ecology, identification and locating marine debris, nature and size of material to be removed, methodologies for removal, mitigation of impacts of removal, programme for removal, monitoring success criteria, adaptive management if required, marine debris awareness campaign, details of how impacts on reef habitats will be minimised, details of disposal locations. Reaching agreement with core members on these issues will be the primary focus of the BSG.
38. The following advisory members have also been invited to form part of the steering group:
  - The Eastern Inshore Fisheries and Conservation and Authority (Eastern IFCA); and
  - The National Federation of Fishermen's Organisations (NFFO).
39. Advisory members will be consulted on aspects of the BIMP which are relevant to their area of expertise for example the NFFO will be consulted on the possible locations of the marine debris and the marine debris awareness campaign. Comments from advisory members have been sought on this plan of work however the priority is to reach agreement with core members.
40. The Norfolk Projects may invite any of its consultants or delivery partners engaged, or to be engaged, in the delivery of the benthic compensation measures to any meeting of the BSG.
41. The Norfolk Projects will endeavour to notify the BSG of any additional technical support attending specific BSG meetings to allow members to consider whether additional technical representation may be required.

42. Subject to compliance with the requirements outlined in section 2.1, the Norfolk Projects may invite any other body (such an organisation with experience of marine debris removal) to act as an advisory member to the BSG and to attend any meeting of the BSG.
43. Subject to section 2.1, the Norfolk Projects may give their approval to BSG members providing documentation or other media (including minutes of meetings) to any other body on an information only basis and, for the avoidance of doubt, such information shall not be provided for the purposes of consultation.
44. Representatives of each member participating in the business of the BSG shall have the experience and capability necessary for effective participation (which for the avoidance of doubt shall include strategic advice and specialist technical input) and shall, where relevant, have the authority to make representations on behalf of the relevant member. BSG members can discuss business of the BSG with relevant members of their organisation, according to the purpose of the BSG set out in section 1.1 of this Plan of Work.
45. Each member shall, so far as reasonably practicable, ensure a continuity of representatives participating in the business of the BSG.

#### **4 Details of the schedule of meetings, timetable for preparation of the BIMP and reporting and review periods**

46. Early pre-plan engagement by the Norfolk Projects has identified that core members currently have limited resources to engage in BSG meetings or review of supporting material. Therefore, engagement will be conducted as efficiently and effectively as possible, with meetings kept to the minimum that is required to maintain progress in accordance with the programme. Lessons will be learnt from other projects where benthic compensation in the form proposed for the Norfolk Projects has been required and, where appropriate, similar mechanisms will be used if this facilitates early BSG agreement due to having been previously adopted by core members for other relevant projects. For example, this plan of work was based on previous plans of work adopted for other projects and consulted upon by circulating a draft to the BSG for comment without the need for meetings.
47. At this early stage in the development of the benthic compensation it is important to maintain flexibility in the programme as the programme may be adapted based on, for example, the results of the first marine debris survey. Therefore, what is presented within this section is the current intended programme which will be subject to change in agreement with the BSG.

48. The Norfolk projects intend to start the process of identifying marine debris in summer 2022 in order to maximise opportunity for early discharge of the compensation condition. It is anticipated that a first draft of the BIMP will be submitted for review by the BSG in June 2022. Pursuant to paragraph 29 of the Compensation Schedules, this draft will contain:
- a. details of further survey work required to confirm the presence and condition of marine debris; based on how much debris is identified during surveys in 2022 this will need to be updated in draft 2 of the BIMP
  - b. details of the location, nature and size of material – this will be based on existing data and will require an update in draft 2 of the BIMP
  - c. a method statement for its removal, to include the vessel type, tools used and mitigation for how impacts on the surrounding habitat will be minimised;  
- This will be based on what has been identified in existing data and will therefore need to be updated in draft 2 of the BIMP once surveys have identified items of debris to remove.
  - d. a programme of works for removal which must ensure that the required area of marine debris has been removed prior to commencement of any cable installation works in the HHW SAC;
  - e. proposals for monitoring in accordance with the principles set out in the HHW SAC compensation plan as well as proposals for reporting of monitoring;
  - f. success criteria, adaptive management measures,
  - g. programme of delivery for education, awareness and provision of facilities to reduce further marine debris from affecting the HHW SAC
  - h. details of how all impacts to protected reef habitats within the HHW SAC will be avoided where possible and details of any other mitigations that were included in the outline HHW SAC site integrity plan.
  - i. details of the locations for the disposal of dredged material, and evidence that the disposal mechanism will allow sediment to be retained within the sandbank system and avoid impacts to other features, particularly reef habitats.
49. It is anticipated that draft two of the BIMP will then be produced following the 2022 surveys.

50. To enable approval of the BIMP within a sufficient timescale, the Norfolk Projects intend for the BIMP to be submitted to the Secretary of State for approval in Q4 2023. The Consultation Program, shown in Figure 1 has therefore been developed with this overarching objective in mind.
51. Consultation with the BSG will be multilevel (namely core member engagement and advisory member engagement) to reflect the nature of the discussions. There will be periodic engagement until 2025 and possibly beyond starting in Q1 2022 with engagement to establish the BSG and agree how and where the compensation measures will be delivered in accordance with the requirements of the Compensation Schedules.
52. The initial meeting in April was a two-part meeting, the first part to finalise this Plan of Work (a draft of which was initially circulated on 10 March 2022, with a second draft circulated prior to the meeting) and the second part to discuss methods for discharging the compensation condition and structure of the BIMP.
53. This will be followed by a series (initially two are suggested for 2022) of meetings to discuss the technical issues of the BIMP.
54. Engagement with the BSG will continue beyond the submission of the BIMP in Q4 2023, however, it will do so on a more staged timetable, aligned with key work elements and annual reporting requirements likely to be following survey data analysis and thus during the winter. Beyond the submission of the BIMP, the BSG meetings will cover monitoring, adaptive management and annual monitoring reports. It is anticipated that the BSG meetings will extend through to 2027, and thereafter further requirements will be agreed with the BSG.



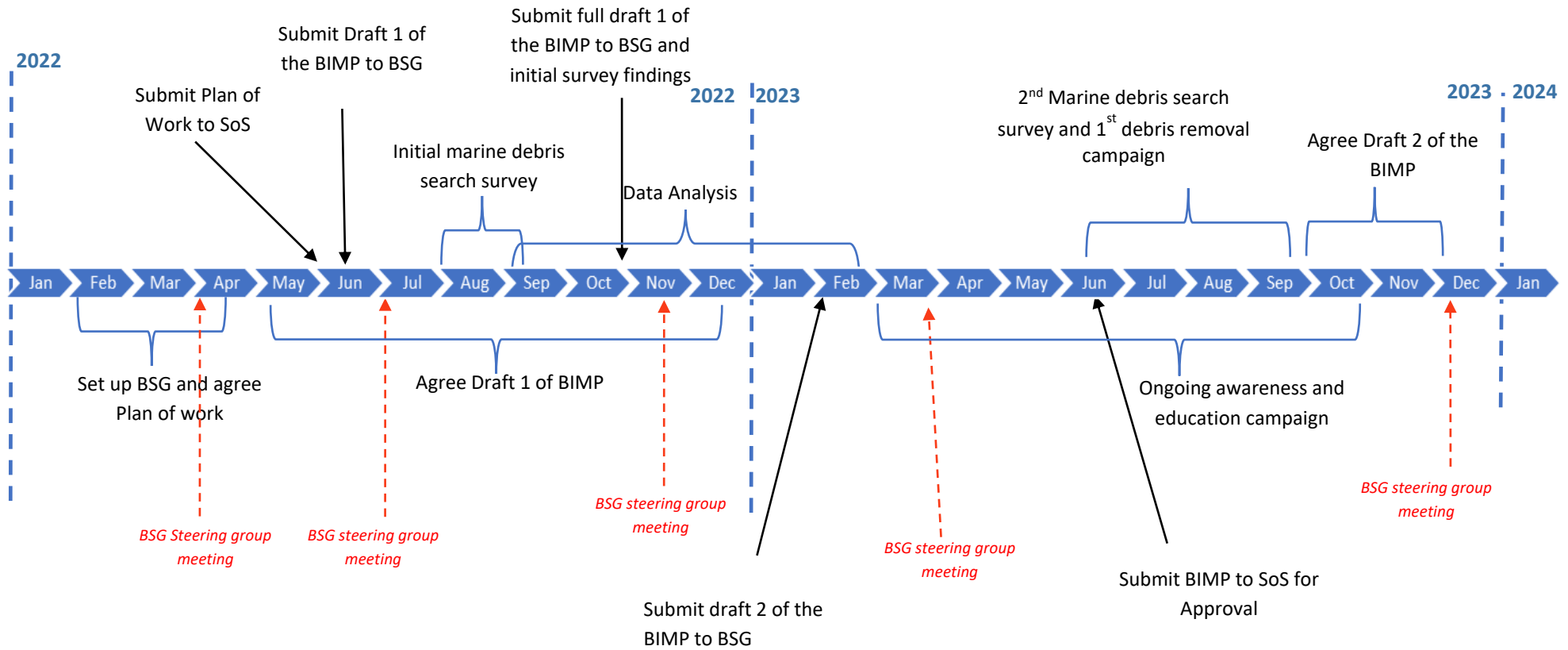


Figure 1 Current Benthic Compensation Programme (may be subject to change)

## 5 The dispute resolution mechanism

55. Any dispute between the core members of the BSG will normally be resolved amicably at working level. In the event of failure to resolve the dispute within two months the dispute shall be handled in the following manner:
1. in the first instance the dispute shall be discussed at a meeting between representatives of each core member relevant to the dispute who are not involved in the normal working practices of the BSG;
  2. if those representatives fail to reach consensus on the dispute, the dispute shall be referred (as relevant) to:
    - Natural England's Relevant Area Team manager;
    - A member of the senior management team or a director level representative of the Norfolk Projects;
    - The MMO's Director of Marine Licensing; and
    - For other core members appointed after this plan of work has been prepared, a senior manager or director nominated by that core member.
  3. any dispute referred under paragraph 55 (2) shall be discussed as soon as practicable after such referral, but in any event within ten working days;
  4. if the dispute has not been resolved following a referral in accordance with this section, the core members shall settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the core members, the mediator will be nominated by CEDR.
56. The dispute resolution process outlined in paragraph 55 is intended to encompass disputes in relation to the adequate functioning of the Steering Group. The dispute resolution process is not intended for differences in technical opinion.

## 6 References and Key Documents

Norfolk Boreas Benthic Compensation Plan which is document [8.25 In-Principle Habitats Derogation Provision of Evidence - Appendix 3 - Haisborough, Hammond and Winterton SAC In-Principle Compensation](#).

Norfolk Boreas Development Consent Order (DCO): [SI/SR Template \(planninginspectorate.gov.uk\)](#).

Norfolk Boreas Vanguard Compensation Plan which is document [8.25 In-Principle Habitats Derogation Provision of Evidence - Appendix 3 - Haisborough, Hammond and Winterton SAC In-Principle Compensation](#).

Norfolk Vanguard Development Consent Order (DCO): [SI/SR Template \(planninginspectorate.gov.uk\)](#)