

# Norfolk Projects Offshore Wind Farms Lesser Black-Backed Gull Steering Group Plan of Work



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Norfolk Vanguard Limited  
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*Photo: Kentish Flats Offshore Wind Farm*

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## Glossary of Acronyms

AOE	Alde-Ore Estuary
DCO	Development Consent Order
LBBG	Lesser Black-Backed Gull
LBBGIMP	Lesser Black-Backed Gull Implementation and Monitoring Plan
LBBGSG	Lesser Black-Backed Gull Steering Group
MMO	Marine Management Organisation
RSPB	Royal Society for the Protection of Birds
SoS	Secretary of State
SPA	Special Protection Area

## 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 green energy produced by the Norfolk Projects.
2. This document sets out the plan of work for the Norfolk Projects Lesser Black-Backed Gull Steering Group (LBBGSG). This plan of work has been circulated to all members of the LBBGSG (core members and advisory members as detailed in section 3) 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 lesser black-backed gulls from the Alde-Ore Estuary (AOE) Special Protection Area (SPA) both projects are required to provide compensation. The compensation is to be guided by the LBBGSG. 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 both projects.
4. This LBBGSG plan of work, hereafter referred to as ‘the Plan of Work’ has been prepared pursuant to paragraph 13 of Schedule 19, Part 2 of the Norfolk Boreas Offshore Wind Farm Order 2021 (Norfolk Boreas DCO) and paragraph 13 of Schedule 17, Part 2 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 LBBGSG has been submitted to and approved by the Secretary of State. Such plan must include:*

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



5. The Norfolk Projects has ratified this Plan of Work with all members of the LBBGSG prior to its submission to the Secretary of State (SoS) for approval in accordance with paragraph 13 of Part 2 of Schedule 19 and Schedule 17 of the Norfolk Boreas DCO and Norfolk Vanguard DCO respectively ('the Compensation Schedules').

### 1.1 Remit of the LBBGSG

6. The key aims of the LBBGSG are as follows:
  - Seek to implement the Lesser Black-Backed Gull (LBBG) compensation in an effective and timely manner;
  - To establish an appropriate monitoring (and management) plan to assess the effectiveness of the LBBG compensation and inform the need for adaptive measures; and
  - Develop appropriate adaptive management measures to ensure LBBG compensation is effective.
7. The LBBGSG will meet these aims through the delivery of the LBBG Implementation and Monitoring Plan (LBBGIMP) as set out in paragraph 15 of the Compensation Schedules. The Norfolk Projects will attempt to reach consensus from core members (as specified in section 3) of the LBBGSG on the principles pertaining to the drafting of the LBBGIMP, however should this not be possible section 5 details how disputes would be resolved.
8. The scope of the LBBGSG is strictly limited to the delivery of project specific compensation measures as set out in the Compensation Schedules. The Norfolk Projects will remain committed to seeking opportunities for coordination with other projects or developers who are delivering the same or similar compensation measures in the same locality should such opportunities arise within a reasonable timeframe.

## 2 Terms of Reference

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

- Recognise that the aim is to deliver appropriate compensation for lesser black-backed gulls as set out by the Secretary of State in the Compensation Schedules.
- Work in a solution focused manner.
- Use reasonable endeavours to attend meetings.
- Use reasonable endeavours to complete any actions agreed (in LBBGSG meetings or in writing if attendance is not possible) by the LBBGSG in a timely manner.
- Engage proactively with all members of the group in a respectful manner at all times.

10. The LBBGIMP will be developed through a series of documents that will be drafted by the Norfolk Projects and discussed at subsequent meetings to be organised and hosted by the Norfolk Projects. The final documents will comprise the LBBGIMP.
11. The process will be iterative and the LBBGSG will work through the requirements of the Compensation Schedules with a view to core members reaching agreement where possible through stated agreement during LBBGSG meetings or via written agreement. Where core members cannot reach agreement, the remaining matters will be addressed through the dispute resolution mechanism. The views of advisory members will be sought throughout this process and full regard will be paid to their expert advice.
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. The Norfolk Projects will also convene a Kittiwake Steering Group to inform delivery of compensation for impacts on kittiwakes from the Flamborough and Filey Coast SPA. As there will be some members common to both groups, where possible, meetings for both groups will be held on the same day to make the most efficient use of members' time.
14. 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 LBBGSG. All documents, plans and designs will be prepared by the Norfolk Projects unless otherwise agreed in advance.
15. 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).

16. Meetings will be held using Microsoft Teams or if agreed by the LBBGSG 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. A hybrid option will be offered if members of the LBBGSG are unable to attend in person. If a suitable location cannot be found, then the meeting would revert to a Teams meeting.
17. The Norfolk Projects or its lead consultants will provide the secretariat role, organising meetings, circulating documents, taking minutes, issuing draft minutes for review and then collating comments, finalising minutes and issuing final versions to the LBBGSG.
18. The aim is to schedule meetings as described in section 4.
19. The LBBGSG will be chaired by an independent and neutral chairperson whenever possible, however on occasion where this is not possible (for example unavailability of a chairperson), the Norfolk Projects will provide a chairperson.
20. Core members (being the Norfolk Projects, Natural England and East Suffolk District Council) of the LBBGSG will be invited to review all documents and will be invited to attend all meetings. Advisory members (being The Marine Management Organisation (MMO) and The Royal Society for the Protection of Birds (RSPB)) will only be required to review documents and attend meetings which relate to their specific remit. This will limit the burden on resources.
21. 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 LBBGSG in order to progress delivery in line with the programme set out in section 4.
22. The Norfolk Projects will be responsible for the preparation and submission of the LBBGIMP to the Secretary of State in accordance with the Compensation Schedules.
23. The Norfolk Projects will engage with and provide reports to the LBBGSG in accordance with the programme set out in section 4.
24. The Norfolk Projects will consult with the LBBGSG (core members on all issues and advisory members on specific issue related to their expertise as presented in section 3) on the LBBGIMP prior to submission of the LBBGIMP to the Secretary of State.



25. Draft minutes from LBBGSG meetings will be issued to all members, where possible, no more than five working days following a meeting and comments (including on matters where LBBGSG 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 for agreement alongside the draft minutes.
26. The Chairperson shall be responsible for the timely and efficient running of LBBGSG meetings and may require the LBBGSG to progress through agenda items to ensure there is adequate time for discussion of all items.
27. If the appointed Chairperson is unable to act as Chair of the LBBGSG 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.

## 2.1 Confidentiality

28. 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 (or parts of 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 LBBGSG, discussed by the LBBGSG or distributed to the LBBGSG 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).
29. If a public body has to disclose confidential information pursuant to paragraph 28.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 (the Norfolk Projects will provide explanatory text to justify the non-disclosure upon reasonable request).
  30. The Norfolk Projects may request that any third party who participates in the business of the LBBGSG, including any appointed Chairperson, enters into a non-disclosure agreement in a form reasonably acceptable to it.
  31. 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 in accordance with this section 2.1.
  32. The Norfolk Projects will be sharing confidential and commercially sensitive documentation via the “Box” file sharing site hosted by the Norfolk Projects’ appointed consultants. LBBGSG 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.
  33. Information shall not be regarded as confidential if:
    - a) it is generally available to the public at the time of its disclosure to the LBBGSG 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 LBBGSG member or Chairperson.

## 2.2 Costs

34. The Norfolk Projects shall be responsible for the reasonably incurred administrative costs of the Chairperson.
35. The Norfolk Projects will meet the standard travel costs and time expense (subject to efficient use of time) of core members and advisory members of the LBBGSG and of the Chairperson for any travel required to and from any in-person LBBGSG meeting

where such costs are reasonably incurred and evidenced, subject to prior approval from the Norfolk Projects.

### 3 Details of the membership of the LBBGSG

36. The membership of the LBBGSG has been determined through consultation with parties named in paragraph 14 of the Compensation Schedules (Natural England as the statutory nature conservation body and local planning authorities within whose administrative area predator control fencing could be sited). To ensure a broad representation of experience and expertise during the development of the compensation other members will be consulted as advisory bodies. For consistency, any advisory bodies invited to attend the LBBGSG are expected to comply with the Plan of Work as agreed by the core members as defined below.
37. It is intended that the core members of the LBBGSG are:
- a) Norfolk Boreas Limited and Norfolk Vanguard Limited (together the Norfolk Projects);
  - b) Natural England; and
  - c) East Suffolk District Council.
38. The core members will provide representative(s) to attend meetings of the LBBGSG and otherwise participate in the business of the LBBGSG in accordance with the terms of reference (section 2). Core members will be consulted on matters pertaining to (but not limited to) LBBG ecology, site suitability, location of fencing, detailed design of fencing, timetable for delivery, maintenance and monitoring including planning considerations arising from such matters and adaptive management if required. Reaching agreement with core members on these issues will be the primary focus of the LBBGSG.
39. The following advisory members have also been invited to form part of the steering group:
- The Royal Society for the Protection of Birds; and
  - The Marine Management Organisation.
40. Advisory members will be consulted on aspects of the LBBGIMP which are relevant to their area of expertise for example the RSPB will be consulted on the ecology of the species and would not be expected to advise on the planning process for the compensation. However, this does not preclude their involvement in other areas if appropriate.

41. The Norfolk Projects may invite any of its consultants or delivery partners engaged, or to be engaged, in the delivery of the LBBG compensation measures to any meeting of the LBBGSG.
42. The Norfolk Projects will endeavour to notify the LBBGSG of any additional technical support attending specific LBBGSG meetings to allow members to consider whether additional technical representation may be required.
43. Subject to compliance with the requirements outlined in section 2.1, the Norfolk Projects may invite any other body (such as landowners) to act as an advisory member to the LBBGSG and to attend any meeting of the LBBGSG.
44. Subject to section 2.1, the Norfolk Projects may give their approval to LBBGSG 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.
45. Representatives of each member participating in the business of the LBBGSG 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. LBBGSG members can discuss business of the LBBGSG with relevant members of their organisation, according to the purpose of the LBBGSG set out in section 1.1 of this Plan of Work.
46. Each member shall, so far as reasonably practicable, ensure a continuity of representatives participating in the business of the LBBGSG.

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

47. Early pre-plan engagement by the Norfolk Projects has identified that core members currently have limited resources to engage in LBBGSG meetings or review 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 compensation has been required and, where appropriate, similar mechanisms will be used if this facilitates early LBBGSG 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 LBBGSG for comment without the need for meetings.
48. In order to meet the Norfolk Projects' delivery programme, the predator control fencing needs to be erected by March 2023, in order to maximise opportunity for

nesting for four LBBG breeding seasons prior to the operation of any wind turbine generator. To enable approval of the LBBGIMP within a sufficient timescale, the LBBGIMP will be submitted to the Secretary of State for approval in October 2022. The Consultation Program, shown in Figure 1 has been developed with this overarching objective in mind.

49. Consultation with the LBBGSG will be multilevel (namely core member engagement and advisory member engagement) to reflect the nature of the discussions. There will be an intensive engagement process in the first half of 2022 to reflect the need to establish the group and agree the detail of how and where the compensation measures will be delivered in accordance with the requirements of the Compensation Schedules.
50. The initial meeting in April was a two-part meeting, the first part to review and agree the sign off for this Plan of Work (a draft of which was initially circulated on 10 March 2022, with a second draft circulated 10 working days prior to the meeting and final comments provided following the meeting) and the second part to discuss the proposed site, locations and the initial designs for the compensation.
51. This will be followed by a series (initially three are suggested in 2022) of meetings to discuss the technical issues of the fencing design, location and to review and agree the LBBGIMP.
52. Engagement with the LBBGSG will continue beyond the submission of the LBBGIMP in October 2022, however, it will do so on a more staged timetable, aligned with key work elements and annual reporting requirements. Beyond the submission of the LBBGIMP, the LBBGSG meetings will cover monitoring, including annual monitoring reports, and adaptive management. It is anticipated that the LBBGSG meetings will extend through to 2027, and thereafter further requirements and commitments on future engagement will be agreed with the LBBGSG in order to maintain its overview of long-term monitoring, management and the need for adaptive measures.

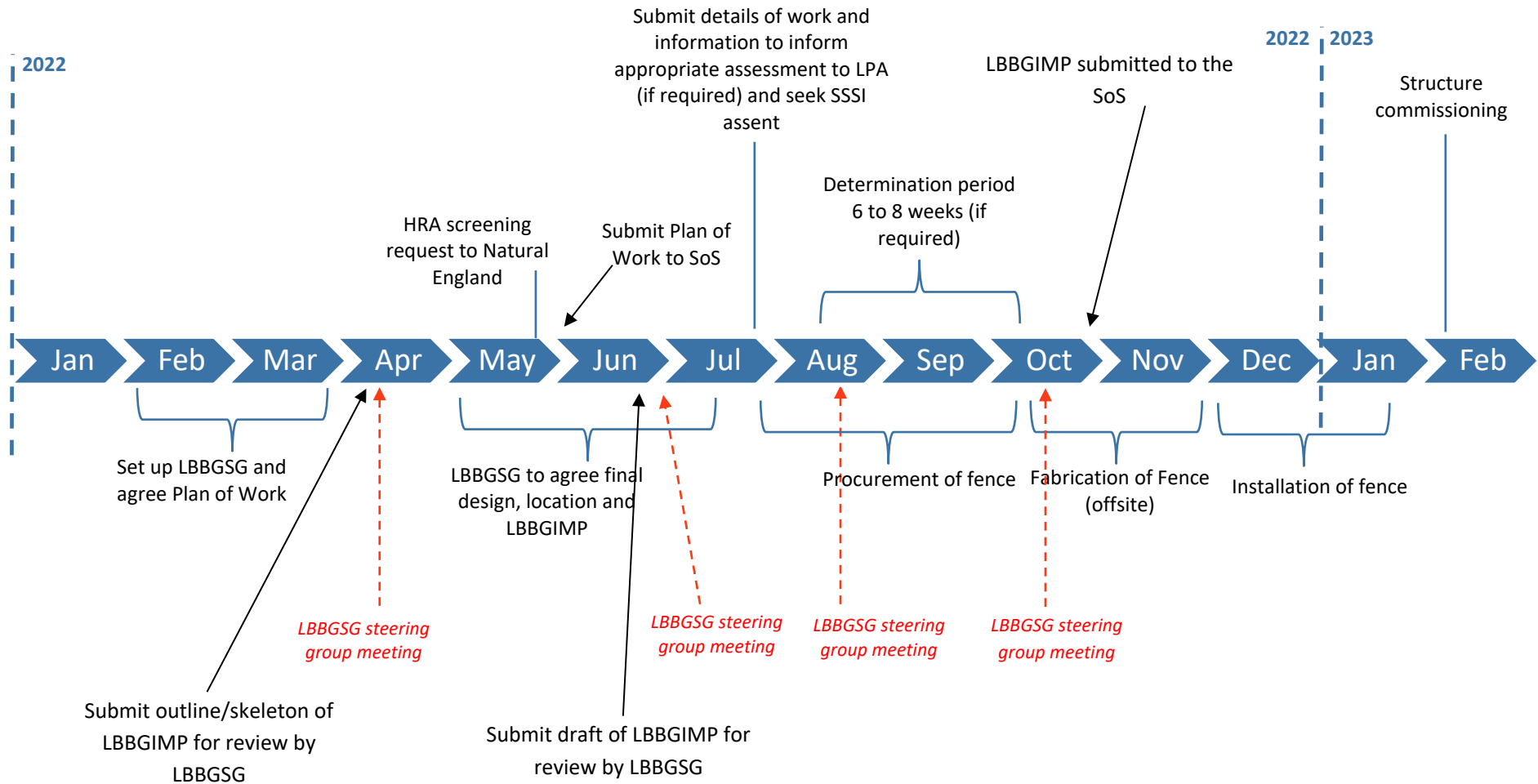


Figure 1 Lesser black-backed gull compensation programme



## 5 The dispute resolution mechanism

53. Any dispute between the core members of the LBBGSG will normally be resolved amicably at working level. In the event of failure to resolve the dispute within one month 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 LBBGSG;
  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; 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 53 (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.
54. The dispute resolution process outlined in paragraph 53 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

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

Norfolk Boreas lesser black backed gull compensation plan which is the [In Principle Habitats Regulations Derogation, Provision of Evidence, Appendix 2 Alde-Ore Estuary SPA In Principle Compensation](#)

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

Norfolk Vanguard lesser black backed gull compensation plan which is the [In Principle Habitats Regulations Derogation Provision of Evidence Appendix 2 - Alde-Ore Estuary SPA In Principle Compensation \(Version 3\)](#)