

PLANNING ACT 2008

INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

**WRITTEN SUBMISSIONS OF NFU REGARDING THE SHERINGHAM SHOAL and DUDGEON
OFFSHORE WIND FARM EXTENSION PROJECTS**

DEVELOPMENT CONSENT ORDER APPLICATION BY EQUINOR

PLANNING INSPECTORATE REFERENCE NO EN10109

**SUBMISSIONS OF NATIONAL FARMERS UNION AND LAND INTEREST GROUP ON ISSUES
FOLLOWING ISSUE SPECIFIC HEARING 2 on 20th January 2023.**

DATE 20th February 2023

**Louise Staples
NFU
Agriculture House
Stoneleigh Park
Stoneleigh
Warwickshire**

1.0 Introduction

- 1.1 Submissions on behalf of the National Farmers Union (“NFU”) and the Land Interest Group (LIG) in respect of the application for a Development Consent Order (DCO) by Equinor for the Sheringham Shoal and Dudgeon Offshore Wind Farm projects. The NFU is making a case on behalf of its members and LIG on behalf of its clients who are affected by the DCO. This submission is submitted to highlight issues of concern which have been raised by NFU on behalf of NFU members and landowners represented by LIG who will be affected by this project and where raised at the issue specific hearing on 20th January 2023.
- 1.2 The agents represented in LIG are Savills, Strutt & Parker, Bidwells, Irelands, Brown & Co, Cruso & Wilkin and Clarke & Simpson. The NFU and LIG are representing over 60 landowners and farmers affected by this proposed scheme.

2.0 Development Scenarios.

- 2.1 **How is the preferred scenario decided:** The NFU understands that Sheringham Shoal and Dudgeon are separate projects and have separate ownership other than Equinor has an interest in both projects. We also understand that Equinor is doing something different by the application for the DCO being for both projects. Equinor at the hearing stated that they need all scenarios applied for within the application. *The NFU believe that the best case scenario must be taken forward by Equinor which would reduce the construction time so reduce the impact on landowners and farmers. Therefore it is really important that measures are included within the DCO that will make sure and compel Equinor to take the preferred scenario forward which has a single construction phase.*
- 2.2 **Completion Times of Projects:** It was stated by Equinor that there is a possibility for the first project to be completed, for there then to be a gap before the second project is started. Further that the haul road and the compounds could be set up and reinstated after the first project and then constructed and set out again for the second project. It was stated that it might be possible to finish the first project and still be uncertain that the second project may start. ***The NFU is concerned that there are too many variables, and a question was raised could both projects take up to 11 years to build if the sequential scenario is followed. A construction phase of 11 years is too long and the impact on landowners and occupiers will be far too great.***

It is stated in the Environmental Statement, Volume 1, Chapter19, paragraph 19.3.2.2.that the maximum period during which construction could take place is eight years as each project will take four years to build. The offset between the start of construction of the first project and the start of construction of the second project may vary from two to four years. ***The NFU would like confirmation that the maximum construction period can only be eight years? The NFU actually believes that this construction period is too long and not necessary.***

- 2.3 **Pathfinder Process:** Equinor are promoted as having ‘pathfinder’ status company under the OTNR (Offshore Transmission Network Review) and as such have only submitted one DCO application for both projects. But OTNR have stated that Equinor have a proposal for shared transmission

infrastructure between Sheringham Shoal and Dudgeon extension projects. The way the construction phasing is set out and the requirements in the draft DCO they are actually requesting a scenario to be able to actually build both projects completely independently with no sharing. *The NFU believes very strongly that this scenario within the DCO should not be granted. The NFU would like to see ducts being laid in trenches when the first project is constructed which would then allow the cables to be pulled through the ducting for the second project this will reduce the length of the construction time and the impact on farmers day to day operations.*

3.0 Construction Effects – Onshore

3.1. Management Plans Table 1 -1:

It is stated that there will be a Soils Management Plan (SMP) at Chapter 5 of the COCP headed Soil Management. The detail included within chapter 5 is good as far as it goes and does detail practices the NFU would expect to see but there are sections missing as there is nothing on Soil Aftercare as an example. *The NFU and LIG have been provided a document headed “Construction Practice Addendum” (CPA) which we are hoping to agree with Equinor under the voluntary agreements but as this is yet to still be agreed and signed off this wording needs to be agreed and included within the Outline CoCP. The wording will then be secured through the DCO.*

3.2 Does the Outline Code of Construction practice include necessary mitigation and sufficient detail?

Soils: As highlighted above the NFU does not believe that CoCP has the necessary mitigation highlighted in sufficient detail to cover aftercare of soils.

ALO: Chapter 2, paragraph 21: There is an Agricultural Liaison officer (ALO) mentioned but again there is not enough detail of the roles that the ALO will undertake, the experience required of the ALO and the times the ALO will be available or emergency contact details. It is hoped this wording in the CPA can be agreed and inserted into the outline CoCP.

Field Drainage: Chapter 2, paragraph 21 and Chapter 6, paragraphs 110 and 114.: Pre and post drainage plans are mentioned and it is stated that plans will be drawn up by a specialist. The NFU has wording under the CPA that it would like to see outlined in the CoCP which covers what it expects to be carried out in regard to field drainage. This wording needs to be agreed and signed off now so it can be included in the outline CoCP. Landowners and farmers will then be able to understand what Equinor’s obligations are in regard to field drainage.

Water Supplies: Chapter 2, paragraph 21: It is stated that a drainage specialist will record existing water supplies. The NFU thinks that this could actually be carried out by the ALO and includes water supplies for irrigation. Again, specific wording to cover how interference with water supplies should be dealt with is highlighted in the CPA and again this wording needs to be agreed and included in the outline CoCP.

The wording that the NFU and LIG are asking Equinor to agree to for soils, field drainage, water supplies, irrigation, bio-security has been agreed on other schemes and included in the outline CoCP or the outline Environmental Management Plan.

3.3 Justification for cable corridor width for trenched and trenchless Crossings

NFU and LIG would like the cable corridor to be kept as narrow as possible.

4.0 Land Use

4.1.a Impact on Agri environment Schemes: The NFU and LIG understand from the hearing that the construction of the scheme will affect countryside stewardship schemes along with entry level and higher level environment schemes which are in place on farms. If as requested a 28 day notice as a minimum can be given before any surveys are under taken or the land is taken on a temporary basis then a derogation to the RPA can be applied for which will reduce the impact on environmental schemes on holdings. Further landowners and farmers will need to be able to enter into ELMs in the future so construction impacts and notices of work are very important.

4.1.b Landowner Agreements: A question was set out in the hearing agenda for the hearing on the 20th January 2023 at 5.1 Land Use asking ‘what work has been done to reach landowner agreements?’ *The NFU and LIG can report that the majority of landowners have signed heads of terms but some of these are heavily caveated. Some have not been signed as nothing has been agreed for occupiers. The NFU and LIG are still in discussions trying to agree an option and easement. Due to voluntary agreements not being signed it is really important that the wording to cover practical issues under the Outline CoCP is agreed and binding.*

5.0 Draft Development Consent Order

5.1. Article 16: Surveys

5.1 .1 Article 16: 14 day notice: This refers to Surveys and the NFU is happy to accept a 14 day written notice if it is agreed that a minimum notice of 28 days is given where the land in question is in a environmental scheme and a derogation is required from the RPA. This notification could be given by the ALO and detailed under their responsibilities in the CPA.

5.1.2 The NFU asked for clarification as to what the following wording meant at 16 (1) “ ..or which may be affected by the authorised project”.

5.1.3 The NFU would like to see the following wording added under Article 16 and to become number (3) *‘The Notice under paragraph (2) must indicate the nature of the survey and/or investigation the developer intends to carry out’*. This wording has been agreed on other DCOs.

The NFU believes that Article 16 at 16(3) should also state that the notice must indicate the following:

- Who will be taking entry
- The date of entry and for how long
- The type of equipment if any will be used.

The NFU believes strongly that it is only right that a landowner should know who is coming on to his land to be able to comply with their Health & Safety policies, how long they will be on the land for carrying out the survey and the vehicles and equipment that will be brought on to the land.

5.1.4 A question was raised over the wording at (5) any apparatus must be removed as soon as practicable'. The NFU would like further clarification on this as farmers will not want apparatus/equipment being left on farm which interferes with day to day operations.

5.2 Article 26. Temporary use of land for carrying out the authorised project.

5.2.1 Article 26 (2): It states 'Not less than 14 days before entering on and taking temporary possession of land the undertaker must serve notice...' The NFU's experience from working on other NSIP schemes is that a 14 day notice is not enough. The NFU requests that this notice period is increased to 28 days as a minimum. Reducing the notice period to 28 days should not reduce the flexibility on Equinor and their contractors, and NFU would like to see Equinor providing 2 months prior notification in advance of the statutory notice being served. It is thought that the ALO and agents acting for Equinor can provide this prior notification and this could be listed as one of the roles to be undertaken by the ALO so that it is secured within the DCO.

5.3 Schedule 2: Part 1: Requirements

5.3.1. Time Limits: The NFU does not believe that there is a case to extend time limits to seven years from five years which is the normal practice. Giving a time limit of seven years is just delaying the start date of both projects and this delay will again impact all farmers directly impacted by the underground cables.

6.0 Link Boxes

It is understood that link boxes will be required. The NFU and LIG have been seeking clarification on how many there are likely to be, the location and configuration of the link boxes. Link boxes do stand proud above ground level and so greatly interfere with agricultural operations and are a hazard to farm machinery. It is extremely important to have further design information on link boxes and the siting of them. The preference is that all link boxes are located within field boundaries.

