

PLANNING ACT 2008

INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

WRITTEN SUBMISSIONS OF NFU AND LIG 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 ANSWERS TO
THIRD WRITTEN QUESTIONS AND OUTSTANDING ISSUES FOR DEADLINE 13TH JUNE 2023.**

DATE 13th JUNE 2023

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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 Extension 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 answer third written questions and 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 are still outstanding.
- 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 Q3.6.2.1 LINK BOXES

Equinor have provided the following *‘The number and placement of the link boxes would be determined as part of the detailed design. Where possible, the link boxes would be located close to field boundaries and in accessible locations’*.

The NFU and LIG now understand that the number and placement will be determined at detailed design and so the request is that Equinor provide the worst-case scenario of how link boxes could be configured. This needs to be understood in regard to the impact on agricultural operations on a day to day basis so that the compensation for this impact can be calculated.

The NFU and LIG would also like to understand how the final location of a link box is agreed with a landowner. What are the factors which govern where a link box is sited? How can the location be influenced so that it is in a field boundary rather than 5m out from the boundary? It has now been highlighted that the ALO in the outline CoCP will as one of its roles discuss the location of link boxes, but the NFU and LIG think that this needs to state in the OCoCP that the location will be discussed and agreed with landowners.

3.0 Q3.16.1.1 Outline Management Plan for Agricultural Matters

3.16.1.1.(a) Construction Practice Addendum

The NFU and LIG have sent back the Construction Practice Addendum to Equinor’s agents with comments on 12th June 2023 for consideration.

3.16.1.1.(b) NFU, does the additional information in relation to role of the ALO, soil heating and soil management, provided by the Applicant in the revised drafts of the OCoCP [Rev C, REP3-064] [Rev D, REP4-016] address your concerns in relation to those matters?

- 1) **Role of the ALO:** The NFU is pleased to see that wording has now been included at paragraph 115 in the OCoCP to cover the scope of the works of the ALO. But there are two sections of wording which have not been included as follows:

Sixth bullet point (which will include endeavoring to keep the landowner/occupier informed at least 3 months in advance (where practicable) of the Applicants' intention to take entry in order to commence the cable installation works);

Fifth bullet point: Undertaking site inspections during construction to monitor working practices and ensure landowners' and occupiers' reasonable requirements are fulfilled. The NFU would like to see this wording also included under the scope of works for the ALO.

- 2) **Soil Heating:** The NFU has seen that the wording 'Best practice guidance and latest industry standards' will be followed has been added to the Outline CoCP.

The NFU would like to understand what will happen once the scheme is operational and if there is heating of soil which impacts on cropping, how will this be treated and how does a landowner submit a claim for losses?

Equinor have stated that the Applicant's position in ID3 sets out that the Offshore Transmission Owner (OFTO) will have responsibility for the transmission infrastructure and cables once SEP and DEP become operational.

NFU and LIG require more detail on this. Obligations need to form part of the transfer to protect landowners.

- 3) **Outline OCOP and Soil Management:**

As stated, before the NFU has accepted that there is a detailed section on Soil Management within the OCoCP but again specific wording that the NFU would like to see agreed and set out within the OCoCP has not been agreed and detailed in that section.

It is not accepted that specific detail cannot be included due to the outline nature of the OCoCP. As stated, the wording we are requesting has been agreed and included in other OCoCP for similar DCO schemes. It is very important that this wording is agreed because as stated in paragraph 21 the provisions of the OCoCP will be incorporated into contracts for the construction of the project.

Fully justify why this information or an outline of what the final CoCP will include cannot be provided now in the OCoCP?

The NFU agrees that the approval of the Code of Construction practice is secured through Requirement 19. But as stated above what is important to the NFU and LIG is that specific wording is agreed for field drainage, soil reinstatement and how water supplies including irrigation will be dealt with so that this wording will be carried forward from the outline CoCP to the final CoCP. The NFU and LIG see no reason for this not being included now in the OCoCP. The wording requested has been agreed and set out in many OCoCPs for other Offshore Wind Farm developments.

4) Q3.16.1.2 Effect on Individual Businesses

The Applicant [REP1-036, Q1.16.1.8] sets out that it is not possible to meaningfully estimate the amount of land in each holding or therefore the amount of land affected. However, the NFU [REP3-136, Q2.16.1.4] noted that the Applicant should have an understanding of such matters from the discussions taking place with each landowner. Please provide further justification for your position?

The NFU believes that it is possible to be able to set out the amount of land in each holding affected by the underground cables. The applicant has to know this to be able to calculate the easement payment under the voluntary agreement and the Applicant is also wanting to have restrictive covenants in place across the easements on each holding.

5) Other Outstanding Issues

5.1 Time Limited Rights: The NFU contend that the rights sought by the Applicant should be time limited where acquired under either voluntary agreement or compulsory purchase.

The NFU strongly believes that Equinor should only be seeking time limited rights. No satisfactory details have been provided as to why rights are needed in perpetuity. As detailed in their response to the Examining Authority's Second Written Questions, rights should only be sought which are in the public interest. Requesting rights in perpetuity is excessive, not required for the scheme and so not in the public interest. The NFU would highlight that Equinor seem to have accepted that they only get a lease for a term from The Crown and that this would need to be extended in the future. Therefore, why is the same principle not being followed for the necessary land rights? Equinor will have to negotiate with The Crown for an extension and so they should have to negotiate again with landowners and occupiers for the extension of land rights.

The NFU has reached agreement on five recent schemes where developers are developing offshore wind and bringing cables on to land in East Anglia and East Yorkshire. The NFU and LIG have agreed a time limited rights for 99years on all five schemes. Equinor so far has not been willing to agree this in the voluntary agreement and also has given no reason as to why it will not agree this and why the development is so different to other schemes.

The NFU would like Equinor to agree a time limited easement if as stated it is the Applicant's preference to reach a voluntary agreement for the acquisition of land and rights if possible.

5.2 Offshore Transmission Network: The NFU and LIG understand that during the operational phase and decommissioning that this will be undertaken by OFTO but what is not understood is who do landowners report any incidents to or who do they go to when there may have been a maintenance issue or remedial issue and a crop loss claim needs to be submitted for damages.

On other schemes we have agreed a management structure with the developer with regards to future matters relating to the underground cables. This includes a point of contact to go to report issues so that they can get resolved. What are OFTOs responsibilities/obligations to the landowner?

5.3 Occupiers interest: There has been a lack of negotiations for Occupiers as there has been an unwillingness by the Applicant and their agents to address how Occupiers should be treated. NFU

has been advised by LIG's solicitors, Birketts, that Burgess Salmon, the Applicant's solicitor, has indicated a willingness for the Occupier to be party to a separate agreement from the Landowners. However, it is still unclear whether the Applicant and their agent will negotiate with the Occupiers and their agents to agree Heads of Terms including commercial terms. NFU and LIG expect Occupiers to agree terms directly with the Applicant and that it is not for Landowners to be party to these discussions save for providing their consent for the Occupier to enter negotiations with the Applicant.

5.4 Requirement 1 : Time Limits: The NFU believe that the time limit should be five years and that a time limit of seven years is not necessary for commencement of the development. Further justification is needed as to why it would not be possible to even start/commence the second project within five years?

We do understand that Hornsea 3 was granted a seven-year time limit but our understanding is that the Sheringham and Dudgeon projects is a pathfinder scheme and so is supposed to contribute to the OTNR success criteria of delivery of decarbonization targets, lowering consumer costs and reducing environmental and consumer impacts.

5.5 Article 16: 28 days Notice for a Derogation: The NFU is seeking 28days notice where surveys are to take place on land which is entered into an environmental stewardship scheme to allow the landowner/occupier to apply to the RPA for a derogation. It is understood that Equinor do not wish to change the 14 days notice under Article 16 but the NFU would like it to be agreed that under the roles of the ALO it could be stated that the ALO will provide advance early notice for surveys of not less than 28 days so the derogation could be applied for where necessary.

5.6 The Build Scenario: The NFU as raised in the first submission following an issue specific hearing believe that the best case scenario must be taken forward by Equinor which would reduce the construction time so reducing the impact on landowners and farmers and their businesses. We understand that the two best scenarios are either a single project or they are built in tandem and not sequentially. 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. We understand that there may be the need for changes to the regulatory regime around CFD and Anticipatory Investment to enable an integrated grid connection to be delivered but Equinor as stated above must not build the project sequentially if it is possible to build in tandem.

5.7 Article 16 'Authorised project': The NFU and LIG are concerned that this wording 'authorised project' is now being included in the article which covers surveying and in this case Article 16. We would like to see a definition of authorized project included at the beginning of the draft DCO. It is really important that landowners and occupiers understand where surveys can take place and this should not be open ended/ unrestricted access across the adjoining land.

It has been seen that Authorised Project is now defined as follows: "authorised project" means the authorised development and the ancillary works, but this definition does not help in limiting the area across the property where surveys could take place.

The NFU and LIG strongly need a requirement which will tighten the area where surveys can take

place across the property. We would like to see that a maximum distance from the red line boundary is applied and should there even be a definition of adjacent land and that this is included within the wording.

5.8 Engagement and Communication: The NFU and LIG would like to raise that they are concerned that there has been no engagement with Equinor on specific matters raised when negotiating heads of terms since July 2022. Even though heads of terms have been signed the vast majority have been signed subject to caveats which are all outstanding.

The NFU and LIG would like further information on the temporary working areas which as yet since March 2023 has not been forthcoming.

