



# Sheringham Shoal and Dudgeon Offshore Wind Farm Extension Projects

Draft Statement of Common Ground with National  
Farmers Union (Revision B)

**Revision B**

Deadline 6

June 2023

Document Reference: 19,13

Title:	
<b>Sheringham Shoal and Dudgeon Offshore Wind Farm Extension Projects Draft Statement of Common Ground with National Farmers Union (Revision B)</b>	
PINS Document no.: 19.13	
Document no.: C282-RH-Z-GA-00249	
Revision: B	
Date:	Classification
<b>June 2023</b>	<b>Draft</b>
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## Glossary of Acronyms

ALO	Agricultural Liaison Officer
CIA	Cumulative Impact Assessment
DCO	Development Consent Order
DEP	Dudgeon Offshore Wind Farm Extension Project
EIA	Environmental Impact Assessment
EPP	Evidence Plan Process
ES	Environmental Statement
LIG	Land Interest Group
NFU	National Farmers Union
PEIR	Preliminary Environmental Information Report
SEL	Scira Extension Limited
SEP	Sheringham Offshore Wind Farm Extension Project
UK	United Kingdom

## Glossary of Terms

Dudgeon Offshore Wind Farm Extension Project (DEP)	The Dudgeon Offshore Wind Farm Extension onshore and offshore sites including all onshore and offshore infrastructure.
DEP onshore site	The Dudgeon Offshore Wind Farm Extension onshore area consisting of the DEP onshore substation site, onshore cable corridor, construction compounds, temporary working areas and onshore landfall area.
Evidence Plan Process (EPP)	A voluntary consultation process with specialist stakeholders to agree the approach, and information to support, the EIA and HRA for certain topics.
Horizontal directional drilling (HDD) zones	The areas within the onshore cable route which would house HDD entry or exit points.
Jointing bays	Underground structures constructed at regular intervals along the onshore cable route to join sections of cable and facilitate installation of the cables into the buried ducts.
Landfall	The point at the coastline at which the offshore export cables are brought onshore, connecting to the onshore cables at the transition joint bay above mean high water
Onshore cable corridor	The area between the landfall and the onshore substation sites, within which the onshore cable circuits will be installed along with other temporary works for construction.
Onshore Substation	Compound containing electrical equipment to enable connection to the National Grid.
Order Limits	The area subject to the application for development consent, including all permanent and temporary works for SEP and DEP.
Sheringham Shoal Offshore Wind Farm Extension Project (SEP)	The Sheringham Shoal Offshore Wind Farm Extension onshore and offshore sites including all onshore and offshore infrastructure.
SEP onshore site	The Sheringham Shoal Wind Farm Extension onshore area consisting of the SEP onshore substation site, onshore cable corridor, construction compounds, temporary working areas and onshore landfall area.
Study area	Area where potential impacts from the project could occur, as defined for each individual Environmental Impact Assessment (EIA) topic.

The Applicant	Equinor New Energy Limited. As the owners of SEP and DEP, Scira Extension Limited and Dudgeon Extension Limited are the named undertakers that have the benefit of the DCO. References in this document to obligations on, or commitments by, 'the Applicant' are given on behalf of SEL and DEL as the undertakers of SEP and DEP.
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## 1 Introduction

### 1.1 Background

1. This draft Statement of Common Ground (SoCG) has been prepared by Equinor New Energy Limited (the Applicant) and National Farmers Union (NFU). It identifies areas of the Sheringham Shoal Offshore Wind Farm Extension Project (SEP) and Dudgeon Offshore Wind Farm Extension Project (DEP) Development Consent Order (DCO) application (the Application) where matters are agreed, not agreed or that remain under discussion between the parties.
2. The Applicant has had regard to the Planning Act 2008: Guidance for the examination of applications for development consent (Department for Communities and Local Government, 2015) when compiling this draft SoCG.
3. This draft SoCG has been structured to reflect topics of the Application which are of interest to NFU and predominantly covers information considered within **Chapter 19 Land Use, Agriculture and Recreation** of the Environmental Statement [REP2-002] and the **Outline Code of Construction Practice** (Revision E) [document reference 9.17]. The applicable matters considered within this draft SoCG apply to NFU’s non-statutory remit.

Topic/Chapter	DCO Document Reference	Evidence Plan Process (EPP) (Yes/No)
Land Use, Agriculture and Recreation	REP2-022	No

4. Topic specific matters agreed, not agreed and matters that remain under discussion between the Applicant and NFU are included within this draft SoCG. Matters that are not yet agreed will be the subject of ongoing discussion between the Applicant and NFU to reach agreement wherever possible, or to refine the extent of disagreement between parties.
5. Throughout the draft SoCG the phrase “Agreed” identifies any point of agreement between the Applicant and NFU. The phrase “Not Agreed” identifies any point that is not agreed between the Applicant and NFU.

### 1.2 Consultation with NFU

6. The Applicant has engaged with NFU on the Projects during the pre-Application process, both in terms of informal non-statutory engagement and statutory consultation carried out pursuant to Section 42 of the Planning Act 2008.
7. During the statutory Section 42 consultation, NFU provided comments on the Preliminary Environmental Information Report (PEIR) by way of a letter dated 10th June 2021. The Applicant has provided a response to the NFU’s comments within Table 19-1 of **Chapter 19 Land Use, Agriculture and Recreation** of the ES [REP2-002].

### 1.3 Summary of ‘Agreed’, ‘Not Agreed’ and ‘In Discussion’ Matters

8. In order to easily identify whether a matter is ‘agreed’, ‘not agreed’ or ‘in discussion’, the position status colour coding system set out in **Table 1** is used in the SoCG.

9. Details on specific matters that are ‘agreed’, ‘not agreed’ or ‘in discussion’ between the Applicant and NFU are presented in **Table 3**.

*Table 1: Position status key*

Position Status	Position Colour Coding
<b>Agreed</b> The matter is considered to be agreed between the parties.	Agreed
<b>Not Agreed – no material impact</b> The matter is not agreed between the parties; however, the outcome of the approach taken by either the Applicant or NFU is not considered to result in a material impact to the assessment conclusions and the matter is considered to be closed for the purposes of this SoCG. Discussions on these matters have concluded.	Not Agreed – no material impact
<b>Not Agreed – material impact</b> The matter is not agreed between the parties and the outcome of the approach taken by either the Applicant or NFU is considered to result in a materially different impact to the assessment conclusions. Discussions on these matters have concluded.	Not Agreed – material impact
<b>In discussion</b> The matter is neither ‘agreed’ nor ‘not agreed’ and is a matter where further discussion is required between the parties (e.g. where documents are yet to be shared with NFU).	In discussion

## 2 Statement of Common Ground

10. A summary of the consultation undertaken to date with NFU and the matters agreed, in discussion or not agreed (based on discussions and information exchanged between the Applicant and NFU during the pre-application and examination phases of the Application) are set out below for each of the draft SoCG topic areas.

### 2.1 Land Use, Agriculture and Recreation

*Table 2: Summary of key consultation with NFU regarding Land Use, Agriculture and Recreation*

Date	Contact Type	Topic
<b>Pre-Application</b>		
29/01/2020	Meeting	Introductory meeting with Land Interest Group to include NFU representative.
10/06/2021	Section 42 Consultation	NFU Response to Section 42 Consultation on PEIR. Appendix 4 of the Consultation Report (APP-033)
21/10/2021	Meeting	LIG meeting to include NFU representative to discuss voluntary terms.



Date	Contact Type	Topic
18/03/2022	Email	Revised Heads of Terms issued and confirmation of points to be discussed.
25/04/2022	Email	Email to LIG and NFU to distribute Heads of Terms, draft COCP and covering letter.
10/05/2022	Email	Distribution of the schedule of differences between Heads of Terms revisions.
15/05/2022	Email	Confirmation of proposed meeting and distribution of draft onshore works plans.
26/05/2022	Email	Update provided regarding upcoming intrusive survey programme.
31/05/2022	Email	Final revision of Heads of Terms issued and emails exchanged with NFU responding to queries following NFU email of 27 <sup>th</sup> May 2022.
<b>Post-Application</b>		
02/03/2023	Meeting	The focus of the meeting was to develop the NFU's draft Statement of Common Ground.
25/04/2023	Meeting	Meeting to discuss updated Statement of Common Ground
01/06/2023	Meeting	Meeting to discuss updated Statement of Common Ground

**Table 3: Topics agreed, in discussion or not agreed in relation to land use agriculture and recreation**

ID	The Applicant Position	NFU Position	Position Summary
<b>Outline Code of Construction Practice</b>			
1	<p>Section 6 of the Outline Code of Construction Practice (OCoCP) (Revision C) [document reference 9.17] provides sufficient detail with regards to Soil Management (including outline measures in relation to soil handling and reinstatement).</p> <p>The Outline Code of Construction Practice will not include specific detail on the following aspects given its outline nature:</p> <ul style="list-style-type: none"> <li>• soil handling, reinstatement and aftercare;</li> <li>• land/field drainage; and</li> <li>• irrigation and water supply.</li> </ul> <p>The Applicant is in discussions with the NFU and Land Interest Group (LIG) regarding providing some assurance on the above aspects by way of a Construction Practice Addendum. This will form part of the legally binding Option Agreements between the Applicant and landowners. The Construction Practice Addendum was sent to the NFU and LIG on 6<sup>th</sup> October 2022 and more recently on 15<sup>th</sup> May 2023 and received a response on 12<sup>th</sup> June 2023 which it is considering. The information on soil handling, land/field drainage and irrigation and water supply within the Construction Practice Addendum will form part of the final CoCP.</p> <p>The Outline Code of Construction Practice (Revision E) [document reference 9.17] includes information on the roles and responsibilities of the Agricultural Liaison Officer (ALO) in line with what has so far been agreed with the NFU and LIG. This includes text with regards to pre-construction liaison (Section 2.4 and paragraph 116, bullet 5) and the ALO's role in site inspections (paragraph 116, bullet 6).</p>	<p>The NFU submitted REP1-024 at Deadline 1, setting out proposed wording for the Construction Practice Addendum. The wording included an additional clause that had not previously been included in the negotiations between the Applicant, NFU and the Land Interest Group.</p> <p>The NFU contend that the detail of the Construction Practice Addendum should be included in the Outline Code of Construction Practice (Revision C) [document reference 9.17].</p> <ol style="list-style-type: none"> <li>1) Due to the Construction Practice Addendum still not being agreed under the voluntary agreement the NFU would like specific wording to be agreed and set out in the Outline CoCP or an outline Environmental Management Plan (Outline EMP). As highlighted before by the NFU the wording included at paragraph 21 of the Outline CoCP only mentions that pre- post drainage plans will be developed by a qualified drainage specialist. This is required but there is no further detail on how field drainage will be reinstated. Wording that the NFU would like to see included has been given to Equinor and this wording has been agreed on many other similar DCO schemes within the Outline CoCP.</li> <li>2) Private water supplies is mentioned at paragraph 21 but again there is no detail as to how if a private or mains supply is affected how this will be reinstated on a temporary or permanent basis. There is no mention of irrigation within the OCoCP.</li> <li>3) As stated before the NFU has accepted that there is a detailed section on Soil Management within the OCoCP</li> </ol>	<p><i>In Discussion</i></p>

ID	The Applicant Position	NFU Position	Position Summary
		<p>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.</p> <p>4) It is not accepted that specific detail can not 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 paragraph 20 the provisions of the OCoCP will be incorporated into contracts for the construction of the project.</p> <p>5) <b>Construction Practice Addendum</b> it is agreed that the NFU and LIG are in discussions with Equinor regarding the wording to be included in the CPA but the final wording has still not been agreed so this document can still not be relied on until it is agreed and voluntary agreements are signed.</p> <p>6) <b>Agricultural Liaison Officer:</b> 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:</p> <p>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);</p> <p>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.</p>	

ID	The Applicant Position	NFU Position	Position Summary
<b>Affected Persons' – Site-specific Issues</b>			
2	<p>The Applicant has had and continues to have productive discussions with affected parties with regards to negotiation of voluntary agreements. The Applicant provided further justification for the requirement to acquire rights in perpetuity in its response to the Examining Authority's Second Written Question 2.8.2.1(b) [REP3-102].</p> <p>It remains the Applicant's preference to reach a voluntary agreement for the acquisition of land and rights if possible.</p> <p>It would be inappropriate for the Applicant to comment on private agreements between undertakers of other major infrastructure schemes and landowners / stakeholders.</p> <p>The Applicant has responded to the NFU's query that the Applicant should be negotiating separate voluntary agreements with tenant occupiers of land in The Applicant's Comments on Responses to the Examining Authorities Second Written Questions [REP4-028].</p>	<p>The NFU contend that the rights sought by the Applicant should be time limited were acquired under either voluntary agreement or compulsory purchase.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p><i>In Discussion</i></p>

ID	The Applicant Position	NFU Position	Position Summary
		<p>The NFU believe that the Applicant should be negotiating separate voluntary agreements with tenant occupiers of land, regardless of whether the landowner has rights reserved to grant rights without requiring consent from a tenant in a tradition Agricultural Holdings Act (AHA). The NFU believes strongly that it is not for landowners to be negotiating on behalf of Equinor for the underground cables.</p>	
<b>Draft Development Consent Order</b>			
3	<p>Once SEP and DEP are operational, the Offshore Transmission Owner (OFTO) will have responsibility for the transmission infrastructure and cables. The relevant powers and obligations under the DCO will be transferred to the OFTO pursuant to the OFTO Regulations, together with the relevant interests in land, which will include all relevant land agreements entered into by Scira Extension Limited (SEL) and/or Dudgeon Extension Limited (DEL). The responsibilities under the land agreements will be already known to the relevant landowners. This means that responsibility during the operational phase (after the transfer to the OFTO) and decommissioning will fall on the OFTO.</p>	<p>The NFU and LIG understand that during the operational phase and decommissioning that this will fall on 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?</p> <p>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?</p>	<i>In Discussion</i>
4	<p>Schedule 2, Part 1, Requirement 1 – Time Limits</p> <p>The justification for a seven-year time limit for commencement of development has been set out by The Applicant in the Explanatory Memorandum (Revision D) [REP2-013].</p> <p>The Applicant engaged with affected landowners and their appointed land agents during the pre-application phase in respect of current plans for the farming enterprises.</p> <p>The Applicant will continue to engage with and update landowners' post-consent to enable them to undertake long-term business planning. The Applicant is also prepared to engage with third parties interested in purchasing or entering into a tenancy to occupy affected land to ensure</p>	<p>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?</p> <p>We do understand that Hornsea 3 was granted a seven year time limit but our understanding is that the Sheringham and Dudgeon project 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.</p>	<i>In Discussion</i>

ID	The Applicant Position	NFU Position	Position Summary
	such parties are informed of the project and its potential impacts on their own plans for the land.	To be able to reduce environmental and consumer impacts the both projects need to commence within a five year time frame.	
5	<p>The requirement for submission and approval of a Code of Construction Practice is adequately secured through the requirement at Schedule 2, Part 1, Requirement 19 of the Draft DCO (Revision H) [document reference 3.1].</p> <p>Requirement 19 (1) states: No phase of the onshore works may commence until a code of construction practice (which must accord with the outline code of construction practice) for that phase has been submitted to and approved by the relevant planning authority.</p>	<p>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.</p>	<i>In Discussion</i>
6	<p>Schedule 2, Part 1, Requirement 25 (Restoration of land used temporarily for construction) of the draft DCO (Revision H) [document reference 3.1] is appropriate with regards to the protection of land use, agriculture and recreation receptors.</p> <p>Details of the restoration of land used temporarily for construction will be developed and submitted to the local planning authority for their approval.</p>	<p>The NFU agrees that the wording set out at Requirement 25 is standard wording stating that land which is used on a temporary basis for construction must be reinstated to its former condition or as the planning authority may approve as soon as reasonably practicable and in any event within 12 months of completion of the relevant phase of work. The Requirement though does not state how this will be achieved.</p>	<i>In Discussion</i>
<b>Effects on Agricultural Land and Business, and Recreational Assets</b>			
7	<p>The conclusions of the Impact to Agri-environment Schemes, as presented in Section 19.7.1.4 and 19.7.2.3 of ES Chapter 19 Land Use, Agriculture and Recreation [REP2-022] during construction and operation are appropriate, and assuming the inclusion of proposed mitigation, are considered not significant in EIA terms.</p>		<i>In Discussion</i>
8	<p>The habitat stewardships and habitat mitigation requirements set out in the Outline Ecological Management Plan (document reference 9.19] secured by Requirement 13 (Ecological Management Plan) of the draft DCO (Revision E) [AS-055] are considered sufficient to avoid or mitigate</p>	<p>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 ter of 14 days notice under Article 16</p>	<i>In Discussion</i>

ID	The Applicant Position	NFU Position	Position Summary
	<p>ecological impacts during the pre-construction, construction and operational phases of SEP and DEP.</p> <p>The NFU are seeking no less than 28 days' notice is given before any land is acquired on a temporary basis, to allow for the landowner / occupier to apply for a derogation to the Rural Payment Agency in order to reduce the impact to payments and possible fines relating to environmental schemes.</p> <p>As set out by the Applicant at ISH 2 and in the Applicant's Comments on Post Hearing Submissions [REP2-043]:</p> <p>'The inclusion of at least 14 days' notice within Article 16(2) of the draft DCO (Revision E) [AS-055] is well precedented and in line with other offshore wind farms and DCOs. This drafting is not novel in the context and is in line with the equivalent statutory powers under sections 172 to 197 of the Housing and Planning Act 2016 and section 53 of Planning Act 2008'.</p>	<p>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.</p> <p>Under Article 26, the NFU confirms that it has now been agreed to serve a notice of 28days and has seen that this has been included in the last version of the draft DCO version (G).</p>	
9	<p>As detailed in Section 19.7 of ES Chapter 19 Land Use, Agriculture and Recreation [REP2-022], trenchless crossing techniques (HDD) at medium and high sensitivity receptors (Peddars Way and Norfolk Coastal Path, and Marriott's Way) are proposed and considered appropriate to avoid impacts to these routes.</p>	<p>Agreed</p>	<p><i>Agreed</i></p>
10	<p>The management measures for Public Rights of Way (PRoWs) as set out in the Outline PRoW Strategy [APP-309] and Outline Code of Construction Practice (Revision C) [REP1-023] are appropriate.</p>	<p>Agreed</p>	<p><i>Agreed</i></p>
11	<p>The requirement for submission and approval of a Public Rights of Way Strategy is adequately secured through the requirement at Schedule 2, Part 1, Requirement 24 of the Draft DCO (Revision E) [AS-055]. The Public Rights of Way Strategy is appropriate for the protection of recreation receptors.</p>	<p>Agreed.</p>	<p><i>Agreed</i></p>

ID	The Applicant Position	NFU Position	Position Summary
<b>Soil Heating</b>			
12	<p>ES Chapter 19 Land Use, Agriculture and Recreation [REP2-022] adequately considers the impact of soil heating on agricultural production, concluding a minor adverse impact which is deemed not significant in EIA terms.</p> <p>Cable design will consider thermal resistivity during detailed design and will be designed in line with National Grid Standard – NG TS 2.05 – Technical Specification-Cable Systems. All imported cable surround material will comply with NG TS 3.05.07 &amp; Energy Network Association Technical Specification – ENA TS 97-1.</p> <p>ES Chapter 4 Project Description [document reference 6.1.4, para. 283] outlines typical mitigation measures that could be used to reduce the effect of heating soils include encasing the ducting with cement bound sand (CBS). This is used to ensure that the thermal conductivity of material around the cable is of a known consistent value for the length of the installation. CBS has a low thermal resistance to conduct the heat produced during electricity transmission away from the High Voltage (HV) cables.</p> <p>The Applicant’s position in ID3 above sets out that the Offshore Transmission Owner (OFTO) will have responsibility for the transmission infrastructure and cables once SEP and DEP become operational.</p>	<p>The NFU has seen that the wording ‘ Best practice guidance and latest industry standards’ will be followed has been added to the Outline CoCP.</p> <p>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?</p>	<p><i>In Discussion</i></p>
<b>Link Boxes</b>			
13	<p>ES Chapter 4 Project Description [document reference 6.1.4, Section 4.6.1.3.7] provides sufficient details on the dimensions and approach to locating link boxes.</p> <p>The number and placement of link boxes would be determined as part of the detailed design post consent, but where possible the link boxes will be located close to field boundaries and in accessible locations.</p>	<p>Equinor have provided the following ‘<i>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.</i>’.</p> <p>The NFU and LIG now understands 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 not only needs to</p>	<p><i>In Discussion</i></p>



ID	The Applicant Position	NFU Position	Position Summary
	<p>Further details are provided in The Applicant’s Responses to the Examining Authority’s Second Written Questions [REP3-101], submitted at Deadline 3.</p> <p>As set out within paragraph 45 of the Outline Code of Construction Practice (Revision E) [document reference 9.17], the location of Link Boxes will be determined during detailed design and where possible, this will be close to field boundaries and in accessible locations.</p>	<p>be understood in regard to the impact on agricultural operations day to day basis and so that the compensation for this impact can be calculated.</p> <p>The NFU and LIG would also like to understand how the final location of a link box is agreed with a landowner. 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 that the location will be discussed and agreed with landowners.</p>	
<b>Preferred Scenario</b>			
14	<p>The Applicant refers to its response to the NFU’s Post Hearing Submission [REP2-043] which is copied and pasted below for ease of reference:</p> <p>As set out in the Scenarios Statement [APP-314] all of the scenarios set out in the draft DCO (Revision D) [document reference 3.1] are required for the development of SEP and DEP. As explained in the Applicant’s response to Q1.6.1.1 in The Applicant’s Responses to the Examining Authority’s First Written Questions [REP1-036], the final chosen development scenario is dependent on a number of factors, some of which are outside of the Applicant’s direct control, such as the need for changes to the regulatory regime around CfD and Anticipatory Investment to enable an integrated grid connection to be delivered. These factors will be considered post consent when there will be further certainty as to the regulatory position that will apply at that stage and therefore flexibility within the draft DCO (Revision D) [document reference 3.1] with regards to all the specified scenarios must be maintained.</p>	<p>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 reduce 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 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.</p>	<i>In discussion</i>

ID	The Applicant Position	NFU Position	Position Summary
<b>Time of Project Construction</b>			
15	<p>The Applicant refers to its response to the NFU’s Post Hearing Submission [REP2-043] which is copied and pasted below for ease of reference:</p> <p>The Applicant refers to ES Chapter 4 Project Description [APP-090, Section 4.7.2] which details the onshore construction programme for the different scenarios. Plate 4-25 (Indicative Construction Programme – SEP and DEP built sequentially with up to a 4-year gap between construction start dates) illustrates an 8 year timeframe for this scenario which has been assessed within the Environmental Impact Assessment.</p>	<p>The NFU and LIG are seeking confirmation that the construction time frame for the underground cables on land will not be longer than 8 years.</p>	<i>In discussion</i>
<b>Article 16 ‘Authorised project’</b>			
16	<p>The Applicant refers to its response to the NFU’s Post Hearing Submission [REP2-043] which is copied and pasted below for ease of reference:</p> <p>The ability to enter land ‘which may be affected by the authorised project’ is to allow the undertaker to enter land outside of the Order land for example where entry is needed for the purposes of understanding the potential impacts of the development on ecology or drainage features. The undertaker requires this power in order to undertake surveys in connection with the management plans secured through the Requirements (see the draft DCO (Revision D) [document reference 3.1]). As set out in the Applicant’s response to Q1.11.3.6 in The Applicant’s Responses to the The Applicant’s Comments on Post-Hearing Submissions Doc. No. C282-BS-Z-GA-00014 Rev. no. A Page 39 of 41 Classification: Open Status: Final ID National Farmers Union Oral Submission Applicant’s Comment Examining Authority’s First Written Questions [REP1-036], the drafting is also well preceded in other DCOs.</p>	<p>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.</p> <p>It has been seen that Authorised Project is now defined as follows:</p> <p>“authorised project” means the authorised development and the ancillary works</p> <p>This definition does not help in limiting the area across the property where surveys could take place.</p>	<i>In discussion</i>

### 3 Signatures

11. The above draft Statement of Common Ground is agreed between Equinor New Energy Limited and NFU on the day specified below.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

Duly authorised for and on behalf of the **National Farmers Union**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

Duly authorised for and on behalf of **Equinor New Energy Limited**

## References

Department for Communities and Local Government (2015) Planning Act 2008: Guidance for the examination of applications for development consent. [Online] Available at: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/418015/examinations\\_guidance-\\_\\_final\\_for\\_publication.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/418015/examinations_guidance-__final_for_publication.pdf). Accessed 05/07/2022.