



Sheringham Shoal and Dudgeon Offshore Wind Farm Extension Projects

The Applicant's comments on National Farmers Union's Deadline 5 Submission

Revision A

Deadline 6

June 2023

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1 The Applicant's comments on National Farmers Union's Deadline 5 Submission

1. This document presents the Applicant's response to National Farmers Union's (NFU) Deadline 5 submission [REP5-083]. The Applicant's response to NFU's responses to the Examining Authority's Third Written Questions are provided within **The Applicant's Comments on Responses to the Examining Authority's Third Written Questions** [document reference 20.2].

Table 1 The Applicant's comments on National Farmers Union's Deadline 5 Submission

ID	National Farmers Union Comment	Applicant Response
1.0 Introduction		
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.	Noted. No response required.
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.	Noted. No response required.
5) Other Outstanding Issues		
3	<p>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.</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</p>	<p>The Applicant refers to its response to Q2.8.2.1 in The Applicant's Responses to the Examining Authority's Second Written Questions [REP3-101]</p> <p>In addition, the Applicant refers the respondent to its Position statement of ID2 in the Draft Statement of Common Ground with the National Farmers Union [REP5-061] submitted at Deadline 5.</p> <p>Specifically with respect to the time limit rights query, the Applicant cannot comment on the information contained within private agreements with other parties.</p>

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	<p>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>	
4	<p>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.</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>	<p>The Applicant refers the respondent to its Position statement of ID3 in the Draft Statement of Common Ground with the National Farmers Union [REP5-061] submitted at Deadline 5.</p> <p>The Applicant cannot comment on the information contained within private agreements with other parties.</p>
5	<p>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.</p>	<p>The Applicant refers to the response provided to Q2.8.2.2 of The Applicant's Responses to the Examining Authority's Second Written Questions [REP3-101].</p> <p>The Applicant is awaiting a response from LIG to the draft option agreement sent 25th March 2023.</p>
6	<p>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?</p> <p>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</p>	<p>The Applicant refers the respondent to its Position statement of ID4 in the Draft Statement of Common Ground with the National Farmers Union [document reference 19.13] submitted at Deadline 5. In addition, the Applicant refers to Section 1.8.6.2 of the Explanatory Memorandum (Revision F) [REP4-007] which provides further justification for the seven year time limit.</p>

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	decarbonization targets, lowering consumer costs and reducing environmental and consumer impacts.	
7	<p>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.</p>	<p>The Applicant refers the respondent to ID8 within the Draft Statement of Common Ground with the National Farmers Union [REP5-061] submitted at Deadline 5 and the Applicant's comments on the Post Hearing Submissions [REP2-043] which state:</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>
8	<p>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.</p>	<p>The Applicant refers the respondent to its Position statement of ID14 in the Draft Statement of Common Ground with the National Farmers Union [REP5-061] submitted at Deadline 5.</p>
9	<p>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.</p> <p>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.</p>	<p>The Applicant refers the respondent to its Position statement of ID16 in the Draft Statement of Common Ground with the National Farmers Union [REP5-061] submitted at Deadline 5 and the Applicant's comments on the Post Hearing Submissions [REP2-043] which state:</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</p>

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	<p>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.</p>	<p>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 Comments Examining Authority's First Written Questions [REP1-036], the drafting is also well precedented in other DCOs.'</p>
10	<p>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.</p> <p>The NFU and LIG would like further information on the temporary working areas which as yet since March 2023 has not been forthcoming.</p>	<p>The Applicant is awaiting a response from LIG on the draft option agreement which was sent 25th March 2023. The caveats referred to are mostly for matters the Applicant agreed to discuss further during the draft option agreement negotiations. Once a response to the draft option agreement is received, the Applicant can continue to consider matters further.</p> <p>In respect of the temporary working area voluntary agreement negotiations, the Applicant will respond to LIG soon. Following the meeting on 30th March 2023, the terms have been redrafted to take into account additional comments made by LIG.</p>