

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 FOURTH
WRITTEN QUESTIONS AND OUTSTANDING ISSUES FOR DEADLINE 10TH JULY 2023.**

DATE 10th JULY 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 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 fourth 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 Q4.6.2.1 LINK BOXES

Link Boxes *The ExA understands from the NFU [REP5-083] that the Applicant is of the view that one of the roles of the ALO will be to discuss and agree the location of link boxes with landowners. Applicant, provide a revised OCoCP to reflect this.*

The NFU and LIG have still received no further information from Equinor regarding the request that Equinor provide the worst-case scenario of how link boxes could be configured. This needs to be understood to understand the impact on agricultural operations on a day to day basis and to also be able to calculate the compensation for this impact.

The NFU and LIG believe that the ALO will have no influence over where a link box is sited and that a meeting will be needed with an engineer on site to discuss locations. But as raised in the last submission answers to third written questions the NFU and LIG believe that there will be other factors which govern where a link box is sited. None of these factors have been forthcoming from Equinor. The question of 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 be stated in the OCoCP that the location will be discussed and agreed with landowners. It is not enough that the ALO only has to discuss the wording in the OCoCP with landowners. The OCoCP will need to state that Equinor through the ALO should negotiate and agree the final location of link boxes.

3.0 Q4.16.1.1 Outline Management Plan for Agricultural Matters

4.16.1.1.(a) Construction Practice Addendum

The NFU and LIG as stated previously sent back the Construction Practice Addendum to Equinor’s agents with comments on 12th June 2023 for consideration and have heard nothing since. No contact has been made by Equinor to agree the outstanding points.

4.16.1.1.(b) *The Applicant has committed in the Draft SOCG with the NFU [REP6-011] that the final agreed wording in the Construction Practice Addendum will be included in the final CoCP post consent. Applicant, provide a revised OCoCP that also makes this commitment.*

- 1) The NFU agrees that this commitment does need to be made within the OCoCP. As stated before the NFU understands from Equinor that whatever is outlined in the OCoCP because its provisions will be incorporated into contracts for the construction of the project.

2) **Outline OCOP :**

The NFU has raised concerns [REP5-083, Q3.16.1.1] that there are no details on how field drainage will be reinstated, if a private or mains supply is affected how this will be reinstated on a temporary or permanent basis and that there is no mention of irrigation within the OCoCP. The ExA considers more detail is required for these areas for it to be content that they can be suitably managed and mitigated. Applicant, provide further detail in a revised OCoCP.

As stated before 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 on field drainage, reinstatement of soils, water supplies and irrigation 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.

It is also essential that this wording is agreed within the OCoCP because the voluntary agreements have not been finalised and agreed.

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 must 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) **Outstanding Issues**

5.1 Time Limited Rights: Equinor have still not come forward to agree rights which are time limited.

As previously stated 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 and LIG believe strongly that Equinor should not be granted a DCO as they have not agreed to rights which are time limited.

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?

Equinor has not been in contact to discuss or agree this outstanding matter.

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.

Equinor has not been in contact to agree how discussions with Occupiers is to be taken forward.

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.

Equinor has not been in contact to discuss further.

5.5 Article 16: 28 days Notice for a Derogation: The NFU is seeking 28 days 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.

Equinor has not responded to the request for the ALO to be able to give 28 days notice when a derogation will be needed before certain surveys are undertaken.

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.

If it is not possible for the Project to built in one phase the request for the construction time frame for the underground cables on land will not be longer than 8 years still applies

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.

Equinor has not made contact to discuss this outstanding issue further, NFU and LIG believe that anything connected with the ‘authorised project’ is too wide and there is no control to stop contractors asking to carry out surveys anywhere on the property.

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.

Due to the complete lack of negotiation taking place between NFU, LIG and Equinor and with minimal contact having being made by Equinor throughout the examination of the DCO, to try to resolve any outstanding issues, the NFU and LIG strongly believes that Equinor should not be granted a DCO as there has been no genuine or meaningful negotiations to reach a voluntary agreement.