



Triton Knoll Offshore Wind Farm Limited Triton Knoll Electrical System

**Appendix 25: Statement of
Common Ground between Triton
Knoll Offshore Wind Farm
Limited and the Corporation of
Trinity House**

Date: October 2015

**Appendix 25 of the Applicant's
response to Deadline 1**

Triton Knoll Offshore Wind Farm Limited

Triton Knoll Electrical System

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between Triton Knoll Offshore Wind Farm
Limited and the Corporation of Trinity House

Appendix 25 of the Applicant's response to
Deadline 1

Date: October 2015

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Offshore Wind Farm Limited
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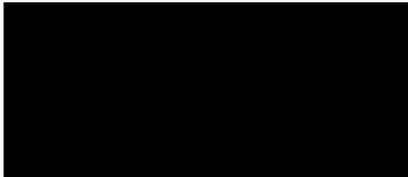
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1. CONFIRMATION OF AGREEMENT

Confirmation of Agreement with

Signed:



For: Triton Knoll Offshore Wind Farm Limited

Name: Paul Carter

Title: Offshore Consents Manager

Date: 02.10.2015

Signed:



For: Corporation of Trinity House

Name: Captain N J Dodson

Title: Navigation (Examiner) Manager

Date: 05 October 2015

2. INTRODUCTION

Reason for this Statement of Common Ground

- 2.1 This Statement of Common Ground (SoCG) has been prepared in respect of Triton Knoll Offshore Wind Farm Ltd's (TKOWFL or the Applicant) application for a development consent order (DCO) under the Planning Act 2008 (the Application).
- 2.2 This SoCG with the Corporation of Trinity House (Trinity House) is a means of clearly recording any areas of agreement and disagreement between the two parties in relation to the Application. The SoCG has been structured to reflect topics of relevance to Trinity House as a statutory consultee in relation to the Application.
- 2.3 The structure of the SoCG is as follows:
- Section 1: Confirmation of Agreement
 - Section 2: Introduction;
 - Section 3: Consultation;
 - Section 4: Matters agreed;
- 2.4 Throughout this SoCG the phrase "It is agreed..." is used as a precursor to any point that has been specifically agreed between the Applicant and Trinity House.
- 2.5 It is the intention that this document will help facilitate further discussions between both parties and also give the Examining Authority (ExA) an understanding of the level of common ground between both parties from the outset of the examination process.

The proposed development

- 2.6 The Application is for development consent to construct and operate the Triton Knoll Electrical System (the proposed development) under the Planning Act 2008. The proposed development would connect the consented Triton Knoll Offshore Wind Farm (TKOWF) offshore array to the existing National Grid substation at Bicker Fen, Boston.
- 2.7 The TKOWF is located approximately 33km (20.5 miles) east of the Lincolnshire coast. The Secretary of State granted a DCO for the TKOWF on 12 July 2013. The Application was submitted to the Planning Inspectorate on the 24 April 2015 and accepted for examination on 21 May 2015.
- 2.8 The proposed development comprises the project elements as described in Volume 2, Chapter 1 Offshore Project Description (document reference 6.2.2.1) and Volume 3,
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Chapter 1 Onshore Project Description (document reference 6.2.3.1) of the Environmental Statement (ES).

Application elements under Trinity House’s remit

- 2.9 Trinity House is a prescribed consultee for the proposed development under section 42 of the Planning Act 2008 and Regulation 9 (1)(a) of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009.
- 2.10 Trinity House is the General Lighthouse Authority for England, Wales, the Channel Islands and Gibraltar with powers principally derived from the Merchant Shipping Act 1995 (as amended) (“the 1995 Act”). The role of Trinity House as a General Lighthouse Authority under the 1995 Act includes the superintendence and management of all lighthouses, buoys and beacons within its area of jurisdiction.
- 2.11 The Application elements under Trinity House’s remit and that have been agreed to be included within this SoCG are:
- Shipping and Navigation (throughout this document it is agreed that the phrase “Shipping and Navigation” refers to the Safety of Navigation aspects relevant to Trinity Houses remit contained within Volume 2, Chapter 9 (document reference 6.2.2.9)); and
 - Draft DCO and deemed Marine Licence (DML).

3. CONSULTATION

Summary

- 3.1 The Applicant engaged with Trinity House on the proposed development during the pre-application process, both in terms of informal non-statutory engagement and formal consultation, carried out pursuant to section 42 of the Planning Act 2008 (the 2008 Act). A summary of consultation undertaken, specific to an environmental topic, is presented in each of the chapters of the ES, with detail on all the consultation undertaken by the Applicant during the pre-application process presented in the Consultation Report (document reference 5.1). The Consultation Report demonstrates how the Applicant has complied with its duties under the relevant sections of the 2008 Act.

Pre-application Consultation

- 3.2 Consultation on the proposed development commenced with discussions with Trinity House in 2008. At that time the discussions related to the entire project, both the offshore array and the proposed development.
- 3.3 The Applicant continued to engage with Trinity House regarding the offshore array in that time with consultation on the proposed development commencing in August 2014.
- 3.4 In its response to the statutory consultation in November 2014 Trinity House provided comments relevant to their remit as a statutory consultee on the following topics of the preliminary environmental information (PEI) – Shipping and Navigation.
- 3.5 It is agreed that the Consultation Report (document reference 5.1) submitted with the application provides accurate record of the statutory consultation which Trinity House was involved in.
- 3.6 It is agreed that topic-specific consultation with Trinity House is captured within the consultation sections of each of the relevant ES chapters, listed in paragraph 2.11.
- 3.7 Trinity House provided comments on the draft DCO relevant to their remit as a statutory consultee on 12 December 2014 and 06 March 2015.

Post-application Consultation

- 3.8 Following the Rule 6 letter issued on 30 July 2015, the Applicant and Trinity House started drafting a SoCG as requested by the ExA, which includes the impact the development would have on navigation within Trinity House's area of jurisdiction.
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4. MATTERS AGREED

The Application

- 4.1 The following sections of this SoCG set out the areas of agreement between the parties in respect of the Application.
- 4.2 Where the agreements set out in the following sections refer to sections of the ES, it is agreed that those statements apply equally to the equivalent data, descriptions or analysis set out in any relevant technical reports, survey reports or any other application documents, unless otherwise stated.

Policy Context

- 4.3 It is agreed that Policy Context sections of Volume 2, Chapter 9 of the EShas considered and referred to relevant specific policy and guidance documents.
- 4.4 It is agreed that Volume 2, Chapter 9 of the ES, as listed in paragraph 2.11 of this statement, contains an assessment of the potential direct and indirect impacts that ought to be included for this type of development within the project area, and as defined by the relevant NPS(s) and other relevant policy and guidance.

Project Description

- 4.5 It is agreed that the proposed development details are appropriately reflected in the parameters as set out in the draft DCO (document reference 3.1).

Key Parameters for the Assessment

- 4.6 It is agreed that a realistic maximum adverse scenario has been established according to the Rochdale Envelope approach, using project specification details given in Volume 2, Chapter 1 of the ES.

Approach to EIA

- 4.7 It is agreed that the EIA process, as set out in paragraphs 3.16- 3.20 of Volume 1, Chapter 3 *Approach to EIA* (document reference 6.2.1.3), and 9.23 – 9.24 of Volume 2, Chapter 9 *Safety of Navigation* (document reference 6.2.2.9) of the ES for Safety of Navigation is an appropriate approach for the identification and assessment of the potential impacts and effects of the proposed development.

Cumulative Assessment

- 4.8 It is agreed that the cumulative assessment appropriately considers other projects with the potential to interact with the proposed development.

Safety of Navigation

- 4.9 This section of the SoCG sets out those aspects of the Application that are agreed in relation to Safety of Navigation.

Policy Context

- 4.10 It is agreed that the ES has considered and referred to relevant guidance documents and appropriate national and international legislation in relation to the potential impacts on Safety of Navigation in preparing the ES.
- 4.11 It is agreed that the ES contains an assessment of the potential direct and indirect impacts on Safety of Navigation that ought to be included for this type of development within the project area.

Scope and Methodology

- 4.12 It is agreed that the study area defined in paragraphs 2.16 – 2.18 of Volume 2, Chapter 9 of the ES is appropriate for the purposes of describing the baseline environment and understanding the potential impacts upon Safety of Navigation from the proposed development.
- 4.13 It is agreed that the impact assessment approach presented in paragraphs 9.23 – 9.24 of Volume 2, Chapter 9 of the ES is based on appropriate methodologies for the assessment of Safety of Navigation impacts and that it is fit for purpose for use in the assessment process.
- 4.14 It is agreed that characterisation of the existing environment in the study area is accurate and appropriate and is informed by available project specific data and other publically available information. An overview of Project specific data and reports is provided in paragraphs 9.25 – 9.28 of Volume 2, Chapter 9 of the ES.
- 4.15 It is agreed that relevant guidance (detailed in paragraphs 9.6 – 9.9 of Volume 2, Chapter 9 of the ES) has been used to inform the assessment approach.

Existing Environment

- 4.16 It is agreed that the methodology undertaken to characterise the existing environment around the proposed development with respect to Safety of Navigation, as set out in paragraphs 9.25 – 9.28 of Volume 2, Chapter 9 of the ES, is appropriate to identify and describe the baseline environment.
- 4.17 It is agreed that the descriptions given in paragraphs 9.40 – 9.63 of Volume 2, Chapter 9 of the ES provide an accurate and appropriate characterisation of Safety of Navigation based on the existing data available from literature and site specific surveys.

Key Parameters for Assessment and Embedded Mitigation

- 4.18 It is agreed that an adverse scenario has been established according to the Design Envelope principles, using project specification details given in Volume 2, Chapter 1 *Offshore Project Description* (document reference 6.2.2.1) of the ES.
- 4.19 It is agreed that the realistic adverse scenarios relating to each of the potential impacts on Shipping and Navigation during all phases of development, as defined in Table 9-14 of Volume 2, Chapter of the ES, are appropriate for assessing the maximum likely impacts on Safety of Navigation.
- 4.20 It is agreed that the scenarios identified are clearly described and sufficiently justified. It is agreed that Table 9-15 of Volume 2, Chapter 9 of the ES describes the mitigation measures that have been embedded into the project design and demonstrate how the design has minimised harm to the environment.

Assessment of Impacts

- 4.21 It is agreed that paragraphs 9.74 – 9.103 of Volume 2, Chapter 9 of the ES present an assessment of the potential impacts on Safety of Navigation arising from all stages of development, in accordance with the requirements detailed in the relevant policy and legislation.
- 4.22 It is agreed that there are no significant effects from construction on Safety of Navigation as defined in Volume 2, Chapter 9 and summarised in Table 9-19 of the ES.
- 4.23 It is agreed that there are no significant effects from operation on Safety of Navigation as defined in Volume 2, Chapter 9 and summarised in Table 9-19 of the ES.
- 4.24 It is agreed that there are no significant effects from decommissioning on Safety of Navigation as defined in Volume 2, Chapter 9 and summarised in Table 9-19 of the ES.

Cumulative Impacts

- 4.25 It is agreed that the projects scoped into the cumulative impact assessment, as detailed in Table 9-17 Volume 2, Chapter 9 of the ES are appropriate and reasonable in order to undertake the cumulative assessment for Safety of Navigation.
- 4.26 It is agreed that the Design Envelope scenario considered within the assessment of potential cumulative impacts on Safety of Navigation, as presented in Table 9-18 Volume 2, Chapter 9 of the ES, is appropriate for assessing the maximum likely cumulative impacts on Safety of Navigation.
- 4.27 It is agreed that the project has sufficiently considered the potential cumulative impacts to inform the assessment. It is agreed that an appropriate assessment has been
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undertaken and detailed in Table 12-2 of Volume 2, Chapter 12 (document reference 6.2.2.12) of the ES.

Draft Development Consent Order (DCO) and deemed Marine Licence (DML)

- 4.28 This section of the SoCG sets out those aspects of the Application that are agreed in relation to the draft DCO including the conditions set out in the draft DML (document reference 3.1).
- 4.29 It is agreed that, in relation to the agreed scope of this SoCG, the articles of the draft DCO and the requirements set out in Schedule 1 Part 3 of the draft DCO are appropriate and reasonable for the proposed development.
- 4.30 In addition, it is agreed that the conditions set out in the draft DML contained in Schedule 9 Part 2 of the draft DCO are appropriate and reasonable for the proposed development.

Draft DCO Articles

- 4.31 It is agreed that the wording of **Article 40** *Saving provisions for Trinity House* of the draft DCO adequately secures the rights, duties and privileges of Trinity House.

Draft DCO Requirements

- 4.32 It is agreed that the wording of **Requirement 3** *Detailed Offshore Design Parameters* of the draft DCO adequately secures the maximum length of cables and maximum area and volume of cable protection.
- 4.33 It is agreed that the wording of **Requirement 4** *Offshore Decommissioning* adequately secures the provision of a written decommissioning programme for approval by the Secretary of State prior to construction commencing.

Draft DML Conditions

- 4.34 It is agreed that the wording of **Condition 1** *Design Parameters* of the draft DML adequately secures the maximum number and length of cables, and area and volume of cable protection.
- 4.35 It is agreed that the wording of **Condition 2(11)** *Notification and Inspections* of the draft DML adequately secures the requirement to notify Trinity House of any failure of the Aids to Navigation and to submit timescales and plans for remedying these failures within 24 hours of the detection of the failure.
- 4.36 It is agreed that the wording of **Condition 4** *Aids to Navigation* of the draft DML adequately secures the requirement to ensure that Aids to Navigation are exhibited as
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directed by Trinity House and adequately secures the notices and reports required to keep Trinity House and the MMO informed of the progress of the project.

- 4.37 It is agreed that the wording of **Condition 7(1)(a)** *Pre-construction Plans and Documentation* of the DML adequately secures the provision of a plan showing the length and arrangement of the cables, which must accord with Works Nos 1 and 2 and **Condition 1** and which must be submitted to and approved by the MMO in consultation with Trinity House and the MCA prior to construction commencing.
- 4.38 It is agreed that the wording of **Condition 7(1)(f)** of the DML adequately secures the submission and approval of a pre-construction cable specification and installation plan, which must be submitted to and approved by the MMO in consultation with Trinity House and the MCA.
- 4.39 It is agreed **Condition 2(11)** and **4(4)** of the draft DML as submitted at application (Application Document 3.1 *Draft Development Consent Order*, Revision B) will replace each other (so 2(11) becomes 4(4) and 4(4) becomes 2(11)) in the draft DML to be submitted at Deadline 2.