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Power-up

Varying, Optimising and Repowering
Renewables Projects

May 2019

Wind turbine technology is moving forward rapidly, with step-changes in size, capacity and efficiency.

So it's game on for:

- **Repowering:** experience in Europe shows repowering can be financially justified well before the end of a project's operational life. Also, UK onshore wind consents are usually for 25 years, so decommissioning obligations are starting to appear on the horizon.
- **Variations:** some developers are looking to vary consents to take advantage of newer turbines before they have been implemented, especially offshore and those looking at unsubsidised projects.

Planning / Consenting Considerations

- **Evolving Planning Policy:** in principle, varying and repowering has generally positive policy support in the UK. In England, the latest NPPF exempts repowering projects from the need for express development plan and community support. In Scotland and Wales, there is more detailed policy support within SPP and PPW. However, at the site level, planning policy could have changed materially. Offshore, consent variations are commonplace.
- **Landscape and visual impacts:** applications for varied or repowered projects will often focus on the consolidation effect of replacing more smaller turbines with fewer bigger ones. However, increased size can have implications both on extent of visibility and landscape character. In addition, aviation lighting requirements increase when tip heights exceed 150m.
- **Efficiency and viability:** the extent to which increased capacity and efficiency offered by larger turbines is a material planning consideration is likely to be increasingly explored in future variation and repowering applications, especially given the new subsidy regimes.
- **EIA Assessment baseline:** this is a developing area. To the extent consents for a new scheme and a previous scheme overlap, the EIA baseline will be the previous scheme (not a restored site). However, this does not remove the EIA requirement to provide an assessment of a new proposal on a standalone basis, so variation or repowering proposal can involve as much or more work than a new scheme. Non-material variations will usually be an exception.
- **Cumulative position:** the most up to date cumulative position will always need to be considered for any repowering application or variation, raising the potential for new cumulative impacts not present when the previous scheme was consented.

Consenting Options

The different consenting options have different pros and cons depending on the circumstances, so it is important to carefully consider the consent strategy for a variation or repowering proposal.

	England	Wales	Scotland
Varied Planning Permission (S.73/S.42)	Yes	Yes	Yes
New Planning Permission	Yes (most likely)	Yes (most likely (if 10MW or less))	Yes (most likely (if 50MW or less))
S.36C Electricity Act 1989	Yes	Yes	Yes
New S.36 Electricity Act 1989	No	No	Yes (most likely (if more than 50MW))
DNS Planning (Wales) Act 2015/Wales Act 2017	No	Yes (most likely (if more than 10MW))	No

Note: for offshore wind projects in England and Wales with a DCO, consenting options for a variation may include a new DCO, a non-material change to the DCO (in practice the most common) or a material change to the DCO, together with associated variations to marine licences or deemed marine licences.

Extensions of life: may give rise to similar considerations as repowering because, for planning purposes, an extension is replacing what would otherwise be a restored site.



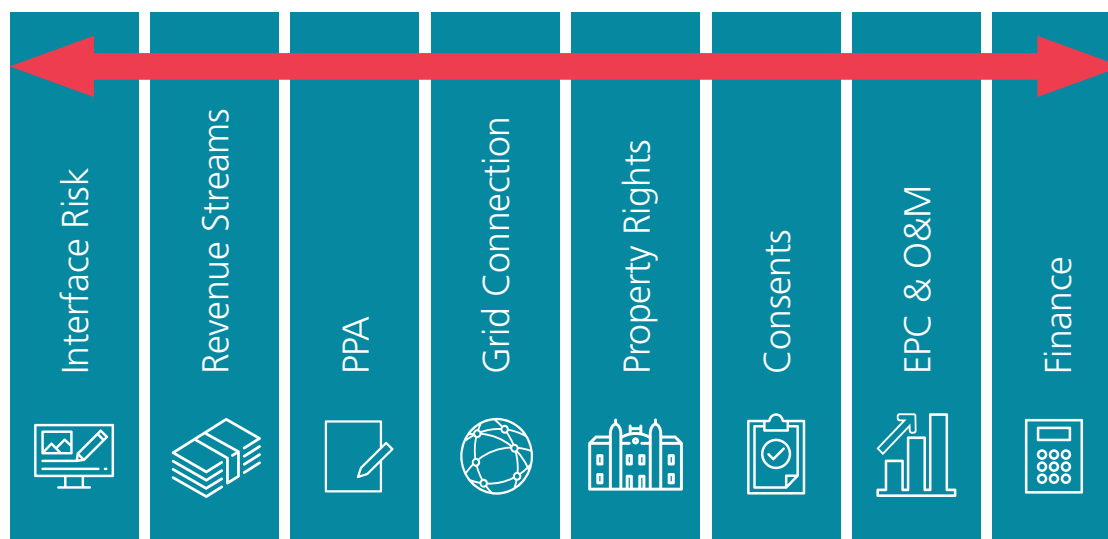
Land Considerations

- **Term:** the term of any lease for the project site will most likely have been granted for the same period as the original planning consent, i.e. 25 years. Even if the lease contains an option to extend the term, the new project may still require landlord's consent to redevelop and/or reconfigure the site.
- **Permitted use:** the original permitted use under the lease may be specific to the original planning permission, e.g. specifying the number of turbines and/or the original capacity of the site. Consider also any additional new technology required at the site, such as co-location of battery storage.
- **Rent:** there may be a tension between perceived uplifts as a result of increases in capacity or efficiency, and the downwards pressure of the new subsidy environment.
- **Decommissioning:** the decommissioning obligations as drafted may not be suitable for a varied or repowered project. In addition, it may be possible for some of the repowering to be done while existing turbines continue to operate, necessitating shared areas of the site and the access to it.
- **Transport route to site:** careful analysis of the route will be required to transport larger blades to site, in particular land take or oversailing agreements.

Other Interface Issues

In addition to the immediate challenges of land and planning, the full range of considerations applicable to any new renewables project will need to be revisited, including:

- **Wake loss:** a repowered, or even varied, project could find its position inverted with neighbouring sites objecting to a new application and seeking wake loss compensation.
- **Shared infrastructure:** shared infrastructure such as access routes may need to be renegotiated to serve a varied or repowered project.
- **Grid Connection:** connection agreements may need to be revisited, especially if capacity increases.



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