

Hornsea Project One Deadline 2 Submission



1 INTRODUCTION

1.1 This document is submitted for Deadline 2 (10 August 2015) in relation to the Hornsea Project Two Examination, jointly on behalf of Heron Wind Limited ("Heron"), Njord Wind Limited ("Njord") and Vi Aura Limited ("Vi Aura"). The three companies are collectively referred to as the "Project One Companies". The undertakers in relation to the Project Two Order (Optimus Wind Limited and Breesea Limited) are referred to in this Representation as the Applicants or the Project Two Companies.

1.2 This document is structured as follows:

Section 2 contains the Project One Companies' response to the Deadline 1 submissions by the Applicants and other Interested Parties;

Section 3 contains the summary of the Project One Companies' case at the Development Consent Order (DCO) hearing;

Section 4 contains an update on discussions with the Applicants.

2 RESPONSE TO DEADLINE 1 SUBMISSIONS

2.1 The Project One Companies have reviewed the various submissions by the Applicants and other Interested Parties at Deadline 1, and have the following comments.

2.2 C.GEN Killingholme Limited: The Project One Companies agree that it is important that the route for the C.GEN grid connection which is preserved in the Project One DCO, as varied by the agreement dated 20 January 2015 (which agreement C.GEN has submitted with its Written Representation) is preserved. The Project One Companies simply wish to ensure that arrangements to achieve this result do not cut across the existing position as between C.GEN and the Project One Companies.

3 SUMMARY OF CASE AT DCO HEARING

3.1 The Project One Companies attended the DCO hearing on 30 July, and made a limited number of contributions to the discussion led by the Examining Authority (ExA).

3.2 The Project One Companies' case on the issues on which they spoke can be summarised as follows:

Overlap of substation land

3.3 The Project One Companies have already established that there will not be room for Project Two to use any part of the Project One substation land for the Project Two substation. Accordingly the conflict identified in the Project One Companies' Written Representation will need to be resolved, either by removal of the land which overlaps or by Protective Provisions in favour of the Project One Companies, which give the Project One Companies the power to prevent Project Two from compulsorily acquiring the land. The only circumstance in which the Project One Companies could envisage Project Two acquiring the Project One substation land with the approval of the Project One Companies is if Project One were abandoned, which is extremely unlikely.

Cooperation between Project One and Project Two

3.4 The Project One Companies agree with the Applicants that an extension to Requirement 21, as suggested by the Marine Management Organisation (MMO), to require the

Project Two undertakers to cooperate and coordinate with the Project One Companies is inappropriate. The MMO has a full suite of conditions in the deemed marine licences in the granted DCO for Project One and the draft DCO for Project Two, which enable it to have full visibility of the relationship between the Project One and Project Two, and a central role in determining the various approvals under those conditions. Such approvals will necessarily take into account the status of the other project at the point they are submitted. The MMO will consult the other project as a key stakeholder in relation to those applications. The two Projects are negotiating confidential commercial agreements to ensure the coordination which the MMO is seeking. In any event, it is long established practice that projects with the potential to impact on each other in the marine environment engage as a matter of course to at least the extent to which any condition could require. The addition of another layer of process will not assist, and, in any event, there is no obligation in the Project One DCO requiring the Project One Companies to engage with the Project Two Companies, depriving any obligation in the Project Two DCO of any practical effect.

4 UPDATE AND DEADLINE 2A

- 4.1 The Project One Companies continue to have constructive discussions with the Applicants in relation to confidential cooperation agreements and Protective Provisions.
- 4.2 The Project One Companies have noted the ExA's request to the Applicants in the Rule 17 letter of 4 August 2015 that the Applicants submit draft Protective Provisions between Project Two and Project One. The Project One Companies have provided draft Protective Provisions to the Applicants which are being discussed. It is hoped that an agreed set of Protective Provisions can be submitted for Deadline 2a, together with a wider joint statement regarding the status of negotiations on confidential cooperation agreements to sit alongside such Protective Provisions. If the Protective Provisions have not been agreed at that time, then the Project One Companies will coordinate with the Applicants in making a submission which explains the Protective Provisions which each project has put forward, with a commentary on the areas of difference, to assist the discussion at the Issue Specific Hearing on 15 September 2015.

10 August 2015