

Hornsea Offshore Wind Farm

Project Two

Summary of Oral Case – Issue Specific Hearing on 28 October 2015

Appendix H to the Response submitted for Deadline V

Application Reference: EN010053

12 November 2015

smartwind.co.uk

**SUMMARY OF ISSUE SPECIFIC HEARING ON THE DRAFT DEVELOPMENT CONSENT ORDER
HELD ON 28th OCTOBER 2015
SUBMITTED FOR DEADLINE V**

1.	Welcome
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- 1.1 Following an introduction from the Ex. A, the Applicant, along with other parties in attendance, introduced its representatives.

2.	Articles – definitions and disapplications
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- 2.1 The Ex. A noted that they were clear on the meaning of the majority of the definitions within the draft DCO, however, sought clarification on why the registered office addresses provided for Optimus Wind Limited (Optimus) and Breesea Limited (Breesea) were no longer consistent.
- 2.2 The Applicant can now confirm this administrative anomaly has been corrected and as of 29 October 2015, both Optimus and Breesea share a registered office address of 5 Howick Place, London, SW1P 1WG. This has been reflected in Version 6 of the draft DCO.
- 2.3 The Ex. A further queried the purpose of the addition of a new paragraph (d) to the definition of “undertaker”. The Applicant clarified that in light of amendments made by the Secretary of State to the definition of “undertaker” in granting the Dogger Bank Creyke Beck and Teesside A&B DCOs, the Applicant has proposed the equivalent amendment to the same term within the Project’s draft DCO in order to provide greater clarity and certainty and to ensure that the term always has a meaning.
- 2.4 Finally, the Ex. A queried and the Applicant confirmed that to its knowledge there are no outstanding issues in relation to the proposed disapplication of legislative provisions sought under the draft DCO.

3.	Articles
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- 3.1 The Ex. A then sought to consider each Article of the draft DCO in turn, in particular to confirm their respective purposes and to clarify whether there were any remaining comments on their proposed terms from the interested parties.
- 3.2 The Applicant provided such clarification with reference to the Explanatory Memorandum (Doc ref No: 3.2) (paragraphs 2.1 to 43.1) for clarification/confirmation on the purpose of the Articles within the draft DCO. In addition, the Applicant has provided further clarification below where additional comments/queries were raised in relation to the Articles during the Hearing.

Article 6

- 3.3 The Ex. A sought confirmation on the purpose behind the proposed amendments to this Article. The Applicant clarified that the changes were made in view of the amendments made by the Secretary of State to the definition of undertaker and the provision granting development consent in granting the Dogger Bank Creyke Beck and Teesside A&B DCOs. The Applicant considers that the amendments provide greater clarity about which undertaker development consent is granted to and also aligns the drafting of the DCO with recent decisions.
- 3.4 The Ex. A then queried the basis for two separate projects (Projects A and B) within one draft DCO and sought to understand why one project only would not be appropriate.
- 3.5 The Applicant confirmed that flexibility was at the heart of the proposed multi-undertaker approach. The Applicant stated that this is a very large project, which will require significant funding and, by consequence, requires sufficient flexibility to allow the Project to be built out as smaller compartmentalised projects. The Applicant noted that it is possible that different funders will be involved for the separate projects, which may in turn then be constructed under different timelines.

- 3.6 The Applicant further noted that it does not consider the multi-undertaker approach adds any uncertainty or conflict. The Applicant noted that instead, it has sought to provide greater certainty by making clear that there is the potential for separate undertakers to construct different scheduled works and subject to individual prior-approval mechanisms. The Applicant does not consider this adds any additional complexity compared to a multi-phase one undertaker scenario and submits there is greater clarity in the compartmentalised approach proposed within the draft DCO.
- 3.7 The Ex. A sought clarification on the practicalities of Projects A and B working together and how the DCO would, for example, prevent one undertaker from zig-zagging along the corridor. The Applicant noted that Requirements 21 and 26 of the draft DCO provide for co-operation between the undertakers prior to the submission of any plans or documents required to be submitted for approval under the requirements of the draft DCO (in relation to the onshore works) and under the conditions of the DMLs (in relation to the offshore works). In the unlikely event of conflict, Article 42 of the draft DCO provides for an arbitration mechanism. However, the Applicant confirms that it does not anticipate any scope for conflict between the undertakers.

Article 14

- 3.8 The Applicant clarified that this article, which is not in the Model Provisions but has precedent in the Hornsea Project One Order, enables the undertaker to carry out highway improvements to a specified part of Tetney Lock Road (plot 133 on the Land Plans). The Applicant confirmed that the improvements will be subject to highway authority approval (not to be unreasonably withheld).
- 3.9 The Ex. A sought clarification on the nature of the proposed works and the Applicant can confirm that these minor improvements allow for the provision of a new kerbline to accommodate vehicle swept path and for “give way” road markings.
- 3.10 ELDC queried whether the local highways authority had agreed in principle to the proposed works. The Applicant confirms that the Highway Authority for this section is Lincolnshire County Council (LCC) and that they are content with the proposed works.

Article 16

- 3.11 The Ex. A noted that the word ‘completion’ is referenced within paragraph 2(b) of this Article and queried whether a definition of the term would be useful.
- 3.12 The Applicant noted that in considering the provision of a definition of ‘completion’ in the context of Article 26 following prompts from the Ex. A during previous Hearings, the Applicant had also reviewed each instance where the term was used throughout the draft DCO and considered the context of its use within the relevant Article to determine whether a definition may assist for interpretation purposes. The Applicant confirmed that, by consequence, it had considered the use of the term within this Article and considers the meaning of this term to be sufficiently clear by virtue of its context – and to mean the completion of that part of the authorised works which has triggered the need for the protective works. The Applicant does not therefore consider the insertion of a definition to be required or helpful.

Article 18

- 3.13 The Ex. A sought to clarify the status of land agreements in relation to the two plots of land subject to permanent acquisition within the draft DCO – plots 500 and 506 on the Land Plans.
- 3.14 The Applicant confirmed that it had secured an Option to Purchase Agreement with Able Humber Ports Limited in relation to plot 506. The Applicant noted that discussions with E.ON UK Plc in relation to acquiring a similar Option Agreement over plot 500 remained on-going, but that it was possible agreement would not be reached prior to the close of the examination. The Applicant confirmed that no representation had been received from E.ON UK plc and would also refer the Ex. A to Appendix O of the Applicant’s response to Deadline V for a further update on the status of the proposed land agreement.

Article 19

- 3.15 The Ex. A queried how any dispute between the undertakers would be resolved in relation to the application of the powers sought under this Article.
- 3.16 The Applicant clarified that as the limits of deviation for the Project A works and the Project B works overlap, paragraphs (1) and (2) of this Article have been drafted to require the consent of the undertaker that is not seeking to acquire rights prior to that power being exercised to ensure that there is a control mechanism in place to prevent one undertaker from acting in a way that compromises the works of the other. The Applicant further clarified that the consent of the other undertaker is not to be unreasonably withheld and if the undertaker has failed to make a decision within 28 days of the undertaker's application, consent will be deemed to have been granted.
- 3.17 The Applicant also noted that Requirement 26 of the draft DCO provides for co-operation between the undertakers prior to the submission of any plan or document required to be submitted for approval (in relation to the onshore works) under the requirements of the draft DCO and, in the unlikely event of conflict, Article 42 of the draft DCO provides for an arbitration mechanism. However, the Applicant confirms that it does not anticipate any scope for conflict between the undertakers.

Article 26

- 3.18 The Ex. A noted the amendments proposed by the Applicant to Article 26 in the latest version of the draft DCO (Version IV) and sought to confirm their understanding that the land listed in Schedule G is required for temporary possession only and is not subject to the acquisition of permanent rights.
- 3.19 The Applicant confirmed this was correct.

Article 31

- 3.20 The Ex. A queried the relevance of the 3rd November 2014 date referenced in paragraph (1) of this Article.
- 3.21 The Applicant confirmed that this was the date that the last search of trees within the Order limits subject to Tree Preservation Orders was brought down to prior to submission of the Application.

Article 35

- 3.22 The Applicant noted that it had made an amendment to paragraph (4) of this Article in Version 5 of the draft DCO. This amendment was prompted by a review of the DCOs granted for other offshore wind farm projects and the Applicant considers the drafting to be preferable to the original wording, as it makes clear that any transferred benefit shall be enforceable against the transferee rather than the original undertaker. To confirm, this is consistent with the transfer provisions in the Walney Extension Offshore Wind Farm Order and Burbo Bank Extension Offshore Wind Farm Order.
- 3.23 The Applicant notes the MMO stated their disagreement with this proposed amendment during the Hearing. The Applicant has subsequently engaged with the MMO to discuss their concerns around the wording of paragraph (4) and has agreed to make some additional amendments to the text in order to address the MMO's concerns. These amendments to paragraph (4) are included in Version 6 of the draft DCO and have been agreed with the MMO.
- 3.24 The Applicant further notes the MMO have repeated their previous objection to the wording of this Article generally and the Applicant would refer the Ex. A to the Applicant's previous response to the MMO on this matter at Section 13 of its main response to Deadline II and to Appendix L of the response to Deadline V for its response on this matter. .

Article 37

- 3.25 The Ex. A queried whether ABP had provided their consent to the disapplication of constraints on works in the Humber as authorised under this Article.
- 3.26 The Applicant referred the Ex. A to ABP's letter to the Ex. A of 14 September 2015, which confirmed agreement on the terms of the Protective Provisions provided for ABP at Part 5 of Schedule L of the draft DCO.

Article 40

- 3.27 The Ex. A queried whether it would be possible to provide greater specification as to the correct version number of the plans/documents referenced in this Article. The Applicant has considered this point and has included a new Schedule M (Documents to be certified) in Version 6 of the draft DCO which lists each of the documents to be certified and specifies the relevant version number where the document has been updated during the Examination. The approach taken follows that in the Swansea Bay Tidal Generating Station Order 2015.
- 3.28 The Ex. A also queried whether the Applicant intended to reference the Outline Employment and Skills Plan (submitted in relation to Requirement 18 of the draft DCO, and included at Appendix T of the Applicant's response to Deadline V) as a document to be certified in the next iteration of the draft DCO.
- 3.29 The Applicant confirms that it has included reference to the Outline Employment and Skills Plan in Schedule M to ensure the plan becomes certified upon consent. The Applicant would further confirm that it has similarly updated the list of plans to be certified to refer to the C.GEN Protective Provisions Plan (referred to in Part 11 of Schedule 11 of the draft DCO and submitted at Appendix M of the Applicant's response to Deadline III). The Ex. A queried whether the Crown plans should also be listed as certified documents however the Applicant notes that no reference is made to the Crown plans in the DCO and therefore there is no need for them to be listed as documents to be certified. This is in line with other offshore wind farm DCOs.

4.	Authorised works - update
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- 4.1 The Applicant confirmed that it had only made one update to Schedule A, Parts 1 and 2 – to update the coordinates for Work Nos. 4A and 4B in view of the proposed reduction of the offshore order limits.
- 4.2 The Applicant confirmed the Ex. A's understanding that the generating station is included within Work Nos 1A and 1B, with all other aspects of the Project forming associated development under the terms of Schedule A, Part 1.
- 4.3 The Ex. A queried where the authority to construct the permanent access road next to Work Nos 9A and 9B is provided under the draft DCO. The Applicant clarified that the required powers are contained within Paragraph 13(k) of Part 1 of Schedule A, which provides that "associated development" includes "*works to secure means of access*" and Paragraph 13(m), which provides that "associated development" includes "*in connection with Work Nos. 8A and 8B, private roads and hardstanding for parking*".
- 4.4 The Applicant notes this wording/power is consistent with the equivalent right sought under the Hornsea One Offshore Wind Farm Order 2014 and is well understood between the respective parties. Accordingly, the Applicant does not propose any amendments to the draft DCO.
- 4.5 The Ex. A also queried the purpose of plots 516 and 517 on the Land Plans. The Applicant confirmed that powers are sought over those plots to provide access to Plot 518.

5.	DCO and requirements
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- 5.1 The Ex. A sought to consider each Requirement of the draft DCO in turn, in particular to confirm their respective purposes and to clarify whether there were any remaining objections to their proposed terms from the interested parties.
- 5.2 The Applicant provided such clarification by reference to the Explanatory Memorandum (Doc ref No: 3.2) (paragraphs 44.16 to 44.39) for clarification/confirmation on the purpose of the Requirements within the draft DCO. In addition, the Applicant has provided further clarification below where additional comments/queries were raised in relation to the Requirements during the Hearing.

Requirement 7

- 5.3 Natural England confirmed that they had reached agreement with the Applicant on a proposed amendment to the Ecological Management Plan to provide for sand-dune monitoring.
- 5.4 The Applicant confirms that this amendment is reflected in the updated Outline Ecological Management Plan, submitted as Appendix X of the Applicant's response to Deadline V.

Requirement 8

- 5.5 North East Lincolnshire Council (NELC) queried whether the hours of working should be listed under paragraph (2) of this Requirement. The Applicant confirmed that the hours of working are referenced in the outline Code of Construction Practice (see section 3.1 of Doc ref No 12.4).
- 5.6 East Lindsey District Council (ELDC) further queried whether the Communications Plan is for the purposes of liaising with the local community. The Applicant confirmed this was the intention and noted further details of proposed communication practices are included in the outline Code of Construction Practice (see paragraph 2.5.2 and Section 3.8 of Doc ref No 12.4).

Requirement 9

- 5.7 The Ex. A queried whether the LPAs were content with the proposed approval process under Requirement 9.
- 5.8 ELDC confirmed they have explored this process through the equivalent requirement in relation to Hornsea Project One and are content that each LPA will receive a bespoke plan for their respective area. They confirmed that this does not present any problem and they are satisfied that they will sign off the relevant part of the scheme according to their area of governance.
- 5.9 NELC echoed this and further stated that, in practice, the LPAs work closely together and so there will be cooperation in the sign-off process.

Requirement 11

- 5.10 The Ex. A queried whether the offshore decommissioning programme required any indication of the likely costs involved.
- 5.11 The Applicant confirmed there was DECC guidance on preparing decommissioning programmes¹ and that costs would be considered as part of its preparation (see Section 8 of Annex E of the guidance which states that "[t]he programme should include an overall cost estimate, in £ sterling, of the proposed decommissioning measures").

Requirement 14

- 5.12 ELDC queried where drainage from compounds was considered under the draft DCO.
- 5.13 The Applicant confirmed that during construction, any issues in relation to drainage would be addressed as part of the Code of Construction Practice (see paragraph 4.2.24 *et seq* of Doc ref No 12.4).
- 5.14 The Ex. A subsequently requested to have greater information as to the generic make-up of the proposed construction compounds. The Applicant has considered this request and has sought to provide additional clarification at Appendix BB of the response to Deadline V.

Requirement 18

- 5.15 The Ex. A referenced the discussions from the previous day's Hearing session on socio-economics and noted the Applicant's intention to submit an Outline Employment and Skills Plan. The Applicant would refer to Appendix T of the Applicant's response to Deadline V for a copy of the same. The Applicant can confirm that Requirement 18 has been updated in Version 6 of the draft DCO to make reference to the Outline Employment and Skills Plan.
- 5.16 NELC queried whether reference should be made to all the LPAs within paragraph (1) of this Requirement. The Applicant has considered this query and has proposed an amendment to

¹ DECC, Decommissioning of offshore renewable energy installations under the Energy Act 2004: Guidance notes for industry, January 2011, available at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/80786/orei_guide.pdf

paragraph (1) of the Requirement to address this point, which is repeated below for ease of reference:

(1) No part of the authorised development is to commence until an employment and skills plan based on the outline employment and skills plan has been submitted to and approved by North Lincolnshire Council in consultation with North East Lincolnshire Council, East Lindsey District Council and, provided it continues to be in existence, the Humber Local Enterprise Partnership.

(2) The plan must include—

- (a) proposals for the provision of information to the Humber Local Enterprise Partnership on the employment and supply chain opportunities associated with the construction, operation and maintenance of the authorised development including details of the core qualifications and skillsets required to access those opportunities;*
- (b) proposals for local advertising of employment and supply chain opportunities during the construction of the authorised development;*
- (c) proposals for the undertaker to provide outreach employment presentations during the period of construction of the authorised development at appropriate times and locations; and*
- (d) proposals for local advertising of employment and supply chain opportunities during the operation of the authorised development.*

(3) The approved employment and skills plan must be implemented and maintained during the construction and operation of the authorised development.

(4) For the purposes of this requirement—

“Humber Local Enterprise Partnership” means the local enterprise partnership established in June 2011 with the objective of promoting and developing the natural economic area surrounding the Humber estuary ~~and in the event that this local enterprise partnership is no longer in existence means the local planning authority.~~

Requirement 21

- 5.17 The Ex. A referenced the MMO’s request to provide for the equivalent co-operation/consultation with the Hornsea Project One Companies under the terms of this Requirement.
- 5.18 The MMO noted that they remained in discussions with the Applicant in this regard and the Applicant had proposed a way of addressing this request outside of the draft DCO.
- 5.19 The Applicant confirmed they remained in discussions with the MMO, but this was purely to provide comfort to the MMO and repeated its previous submission that such cross NSIP cooperation is not required and that there are sufficient existing mechanisms in place within the projects’ respective DCOs to regulate the interface between the projects.
- 5.20 The Applicant also confirmed its position that the imposition of co-operation obligations on Hornsea Project One within the DCO would not be appropriate and in the view of the Applicant would go beyond the Planning Act 2008 powers.
- 5.21 Despite the position of the Applicant noted above, in order to reach agreement with the MMO on this point, the Applicant proposed some new wording for inclusion in Condition 12 of DMLs A2 and B2 to require the undertaker to notify the MMO of the consultation that has been carried out with Hornsea Project One and to provide the MMO with any comments received from Hornsea Project One as a result of that consultation. This wording has been agreed with the MMO and the MMO has confirmed that the proposed text addresses its concerns about co-operation with Hornsea Project One.

Requirement 24

- 5.22 The Ex. A noted that no representation had been received from the operator of the North Coates airfield during the Project’s examination process to date.

- 5.23 The Applicant confirmed that they had maintained on-going consultation with the operator of North Coates airfield throughout the Project's pre- and post-application process.
- 5.24 The Ex. A noted that the requirement was limited to work "*within half a mile of the perimeter of the North Coates airfield.*" The Ex. A queried whether this form of measurement was consistent with the style of measurement adopted within the draft DCO. The Applicant has considered this point and in order to retain consistency with the Hornsea Project One Order which includes the same requirement the Applicant does not intend to amend this text to refer to kilometres.

Requirement 25

- 5.25 The Ex. A queried whether there should be a specific receptor/height from which to measure the noise output pursuant to this requirement.
- 5.26 North Lincolnshire Council's (NLC) representative confirmed that discussions on this requirement pre-dated their involvement in the Project, but from their past experience, would expect to see some further detail in the manner suggested by the Ex. A.
- 5.27 The Applicant can confirm that, as stated in Requirement 25 of the draft DCO, the assessment shall be carried out in accordance with BS 4142:2014 "Methods for rating and assessing industrial and commercial sound". The Applicant can also confirm that the condition will apply at all existing residential properties that have planning permission on 1st December 2014.
- 5.28 Details of heights and receptor locations when the noise monitoring will be conducted are provided in BS 4142:2014, Section 6.2 and therefore it is the Applicant's view that no amendment is required to Requirement 25 in relation to this query. Section 6.2 of BS 4142:2014 is set out below, for reference:

6.2 - Measurement locations

"Choose outdoor measurement locations that will give results that are representative of the ambient sound and residual sound at the assessment location(s). Make the measurement of the ambient sound level, the residual sound level and the background sound level at a height of 1.2 m to 1.5 m above the ground, unless there is a specific reason to use an alternative height (which should be justified), and under similar conditions, e.g., similar influence of reflections and measurement height above the ground. Where practical, minimize the influence of reflections by making the measurements at least 3.5 m from any reflecting surface other than the ground.

"Where it is necessary to undertake measurements above ground floor level, choose a location which is approximately 1 m from the façade on the relevant floor of the building if it is not practical to make the measurements at least 3.5 m from the façade of this elevation.

"Note: When measurements for distant sources are made from 1 m from a façade, the measured level can be adjusted to an equivalent free-field level by subtracting a 3 dB correction factor. For sources that are relatively close or not perpendicular to the façade the correction may be 1 dB or 2 dB, in which case the reasons for not using a correction of 3 dB ought to be explained.

"Record the measurement location, height and the distance from any reflecting structure other than the ground."

Requirement 27

- 5.29 Natural England expressed their concern as to whether 28 days would be sufficient time for the Ex. A to consult with Natural England and subsequently approve the plan.
- 5.30 The Applicant stated this was a new point and had previously understood the drafting to be agreed with Natural England. The Applicant has considered this point and has agreed to amend the approval timescale from 28 days to two months to address Natural England's concerns (the Applicant cross refers the Ex. A to the Intertidal SoCG as submitted at Appendix Y to this Response for confirmation of the agreement with Natural England on this matter). This has been reflected in Version 6 of the draft DCO and has been agreed with Natural England.

6.	Deemed Marine Licences and Conditions
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- 6.1 The Ex. A initially sought to consider each provision of Deemed Marine Licence A1 (Schedule H of the draft DCO) as a proxy for the remaining draft Deemed Marine Licences (Schedules I to K of the draft DCO, DMLs A2, B1 and B2 respectively). In particular, the Ex. A sought to confirm the purposes of the respective provisions and to clarify whether there were any remaining objections to their proposed terms from the interested parties.
- 6.2 The Applicant provided such clarification and has provided further clarification below where additional comments/queries were raised on the draft DMLs during the Hearing.

Condition 4

- 6.3 The Ex. A sought clarification from the Applicant on the timescales for submission of the Emergency Response Co-operation Plan (ERCOP) pursuant to Condition 4 of the draft DMLs. The Applicant confirmed that there is no set timescale; simply that it needs to be approved by the MMO, in consultation with the MCA, prior to commencement of the works. The Applicant noted that the drafting of this provision was based on the standard navigation condition wording (see Appendix GG of the Applicant's response to Deadline I) and had been agreed with the MMO, MCA and Trinity House.
- 6.4 The MMO confirmed the Applicant's summary was correct and had no objection to the wording of this Condition.

Condition 8

- 6.5 The Applicant and the MMO have been engaged in discussions regarding a small amendment to this Condition to address dropped objects and the Applicant can confirm that agreement has now been reached with the MMO on an amendment to paragraph (8) and the inclusion of a new paragraph to deal with dropped objects during operation and maintenance activities. The condition has been updated in Version 6 of the draft DCO and the revised conditions are noted below for ease of reference:

(8) In the event that the undertaker becomes aware that any of the materials on the audit sheet cannot be accounted for it must notify the MMO within 24 hours where possible, and in any event within five days of becoming aware using the Dropped Object Procedure Form. On receipt of the Dropped Object Procedure Form the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so. Local fishermen shall be invited to send a representative to be present during the survey. The MMO may require any new obstructions associated with the authorised scheme to be removed from the seabed at the undertaker's expense if reasonable to do so.

(8A) All debris arising from the operation and maintenance of the authorised scheme must be reported to the MMO using the Dropped Object Procedure Form within 24 hours where possible, and in any event within five days of the undertaker becoming aware of the incident. On receipt of the Dropped Object Procedure Form, the MMO may require relevant surveys to be carried out by the undertaker (such as side scan sonar) if reasonable to do so and the MMO may require any new obstructions associated with the authorised scheme to be removed from the seabed at the undertaker's expense if reasonable to do so.

Condition 15(1)(a)

- 6.6 The Applicant has made a minor amendment to the condition to provide for a hyphen in the reference to "in-principle monitoring plan" as requested by the Ex. A.
- 6.7 The Ex. A also queried whether a definition for the IPMP should be included in the interpretation section of the draft DMLs. The Applicant stated it did not consider this to be necessary as a definition was already provided in the interpretation section of the draft DCO, which applies equally to the interpretation of the draft DMLs; however, the Applicant is happy to make this change to address this comment.

Condition 16

- 6.8 The MMO queried, in relation to the transmission asset DMLs (Schedules I and K – A2 and B2), why Work No 3A/3B was not included in the noise monitoring requirements of this Condition.

- 6.9 The Applicant has engaged in further discussions with the MMO on this point and the MMO has confirmed to the Applicant that it is satisfied with the explanation provided by the Applicant and that this is no longer a matter of any concern to the MMO.

Transmission Asset DMLs only

- 6.10 The Ex. A sought confirmation from the Applicant that the coordinates have been similarly updated to reflect the reduction in the offshore Order limits. The Applicant confirmed this query.
- 6.11 In addition to the aspects identified as under discussion above, Natural England also noted that Condition 20 (*restrictions in intertidal area and Humber Special Area of Conservation*) is under discussion between the RSPB and the Applicant.
- 6.12 The Applicant can confirm that all intertidal issues are now agreed with Natural England, including the wording of Condition 20 of DMLs A2 and B2 (See Appendix Y of the response to Deadline V).

7.	Planning Performance Agreement
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- 7.1 The Ex. A queried whether any progress had been made on discussions concerning Planning Performance Agreements (PPA).
- 7.2 The Applicant stated that PPAs were not something it considers should be provided for under the draft DCO and instead, considers they sit outside the examination process. The Applicant confirmed, however, that it has been DONG Energy's practice in some other projects to enter into PPAs post consent, including on Hornsea Project One. The Applicant considers that they are more appropriately negotiated post consent to target specific areas necessary to ensure efficient progress.
- 7.3 The Ex. A queried the LPAs on progress made with Hornsea Project One in this regard. ELDC stated they have made good progress, having met with the Project One Companies to decide how best to efficiently proceed and had entered into a PPA on that basis. NELC confirmed they had similarly signed up and were satisfied with the proposed approach by the Applicant.
- 7.4 The Ex. A queried whether the approach taken on Hornsea Project One would be followed on Hornsea Project Two. The Applicant confirmed that this was the current intention, particularly as the model appeared to be working well.

8.	Miscellaneous
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- 8.1 The Ex. A queried when they would receive the next update to the draft DCO.
- 8.2 The Applicant confirmed its intention was to provide Version 6 at Deadline V and this has now been provided at Appendix A of its submission to Deadline V.
- 8.3 The Ex. A further stated their desire for 'dead clauses' to be removed from the draft DCO. The Applicant has considered this request and in addition to Version 6 of the DCO submitted at Deadline V, the Applicant has also submitted Version 7 of the draft DCO which is the most recent version of the draft DCO with all of the dead clauses removed together with a signposting table showing changes in clause numbering between Version 6 and Version 7 of the draft DCO.