

East Anglia Three Case Team  
The Planning Inspectorate  
(By E mail only)

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**Date:** 15 September 2016

**Your ref:**

**Our ref:** CHAMBERX\312355-000001

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Dear Sirs

**Deadline 4 – Eni UK Limited written summary of oral submissions presented at the East Anglia Three Issue Specific Hearing 8 September 2016**

We are instructed by Eni UK Limited (Eni) to submit this brief written summary of oral representations made on behalf of Eni at the Issue Specific Hearing on the Development Consent Order on Thursday 8 September 2016.

1. Eni wish to continue its dialogue with the Applicant in relation to the interface between its proposed activities and those of the Applicant. Eni's intention is to conclude a cooperation agreement to enable both parties' activities to interface safely and securely.
2. There is no guarantee, however, that a cooperation agreement will be concluded. It is crucial, therefore, that protective provisions are included in any development consent order ("DCO") granted by the Secretary of State to safeguard Eni's licensed operations.
3. Eni's July 2016 written representation contained an interface map which demonstrates that the wind farm project directly overlaps Licence P.1965, potentially also inhibiting Eni's activities under Licences P.1964 and P.2251 (given that the three Licences constitute a single project for Eni). Eni's detailed exploration and, if applicable, appraisal and/or development plans, and related activities, have not been finalised but potential activities include seismic surveying and the siting of drilling rigs. These will be supported by helicopter and vessel movements for which exclusion zones would need to be established. Health and safety-related considerations would also need to be managed.
4. Eni notes that protective provisions to protect E.ON's current and proposed infrastructure and activities were recommended by the Examining Authority to be included in the DCO in respect of the Hornsea Two project.
5. Through protective provisions Eni wishes to be consulted prior to the Applicant undertaking any potentially conflicting offshore activities, including having an input in the siting and timing of construction of the wind farm infrastructure so that Eni's operations are not prejudiced. Protective provisions can be drafted in such a way that they would fall away in the event a cooperation agreement is entered into.
6. Eni notes that the Applicant refers to the oil & gas clause in its August 2016 comments on written representations. The Applicant considers that protective provisions are not necessary because matters are regulated by the oil & gas clause. Eni does not consider that the oil & gas clause is an appropriate mechanism for solving interface

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problems. It is very much a last resort measure and there is no guarantee the clause will be invoked. As such, it does not provide certainty to Eni that its operations will not be adversely affected.

7. Eni will make further submissions relating to the nature of its proposed licensed operations and the interface problems that could arise. Eni will endeavour to meet with the Applicant before Deadline 5 to see whether common ground can be reached in relation to a cooperation agreement and/or protective provisions.

Yours faithfully,



**Eversheds LLP**