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**Sent:** 08 February 2019 21:06  
**To:** KJ Johansson; Kay Sully; Hornsea Project Three  
**Cc:** Andrew Guyton; Stuart Livesey  
**Subject:** Hornsea Project Three (UK) Ltd response to Deadline 6 (Part1)

Dear Kay, K-J

We are pleased to enclose Ørsted Hornsea Project Three (UK) Ltd (“the Applicant”) response to Deadline 6, Friday 8<sup>th</sup> Feb 2019. These documents have been prepared by the Applicant and have been produced in response to the Examining Authority’s (ExA) letter of 9 October 2018 (“the Rule 8 letter”).

These documents are being issued over a series of emails, each email containing a pdf file or files. The **last** email to be issued by the Applicant will contain a supporting file tracking sheet – to help the ExA ensure that it has received each email transmission.

Please acknowledge safe receipt of these documents.

If we can be of any assistance in that regard, please do not hesitate to contact myself or Andrew Guyton.

Best regards,  
**Dr Dominika Chalder PIEMA**  
Environment and Consent Manager



Environmental Management UK| Wind Power  
5 Howick Place | London | SW1P 1WG



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Hornsea Project Three  
Offshore Wind Farm



## Hornsea Project Three Offshore Wind Farm

Written summary of Applicant's oral case put at Compulsory  
Acquisition Hearing (31<sup>st</sup> Jan 2019)

Date: 8<sup>th</sup> February 2019

Document Control			
<b>Document Properties</b>			
Organisation	Ørsted Hornsea Project Three		
Author	Pinsent Masons		
Checked by	Andrew Guyton		
Approved by	Andrew Guyton		
Title	Written summary of Applicant's oral case put at Compulsory Acquisition Hearing (31st Jan 2019)		
PINS Document Number	n/a		
<b>Version History</b>			
Date	Version	Status	Description / Changes
08/02/2019	A	Final	Submitted at Deadline 6 (8 <sup>th</sup> Feb 2019)

Ørsted

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1. **INTRODUCTORY REMARKS**

1.1 The Compulsory Acquisition Hearing ("**CAH**") was held at 09:30am on 31 January 2019 at the Mercure Norwich Hotel, 121-131 Boundary Road, Norwich, NR3 2BA.

1.2 The ISH took the form of running through items listed in the agenda published by the Examining Authority ("**ExA**") on 21 January 2019 (the "**Agenda**"). The format of this note follows that of the Agenda and refers to the Applicant's Response to the first written questions ("**FWQ**") (the "**Response to First Written Questions**") [REP1-122] and further written questions (the "**Response to Further Written Questions**") [REP4-012] numbers where relevant. The Applicant's substantive oral submissions commenced at item 3 of the Agenda, therefore this note does not cover items 1 and 2 which were procedural and administrative in nature (save for the introduction of the participating parties which is set out below at section 2).

2. **INTRODUCTION OF THE PARTICIPATING PARTIES**

2.1 The ExA: - David Prentis (Lead Panel Member), Guy Rigby, David Cliff and Dr Roger Catchpole.

2.2 The Applicant:

2.2.1 Speaking on behalf of the Applicant: - Gareth Phillips (Partner at Pinsent Masons LLP) and Claire Brodrick (Senior Associate at Pinsent Masons LLP).

2.2.2 Present from the Applicant: - Stuart Livesey (Hornsea Project Three Development Manager), Andrew Guyton (Hornsea Project Three Consents Manager), Richard Grist (Senior Land and Property Manager), Celestia Godbehere (Hornsea Project Three Onshore Environmental Manager), Sarah Drljaca (Hornsea Project Three Lead Onshore Consents), Henry Burrows (Senior Land and Property Manager), Oliver Palasmith (Hornsea Project Three Commercial Manager), and Gareth Parker (Hornsea Project Three Electrical Project Manager).

2.2.3 The Applicant's legal advisors and consultants - Matthew Carpenter (Solicitor at Pinsent Masons LLP), Andrew Barker (Director, Dalcour Maclaren), and Joshua Clarke-Davis (Senior Surveyor, Dalcour Maclaren).

2.3 The following parties participated in the ISH:

2.3.1 Mulbarton Parish Council (represented by Derek Walder);

2.3.2 Land Interest Group ("**LIG**") and the National Farmers Union ("**NFU**") (represented by Louise Staples, Jane Kenny, Jonathan Rush and Christopher Bond); and

2.3.3 "No to Relay Stations" ("**N2RS**") (represented by Katie Taylor and Beverley Wigg).

3. **AGENDA ITEM 3 – DCO PROVISIONS**

(a) **The Applicant to set out briefly which articles engage compulsory acquisition and temporary possession powers;**

3.2 Claire Brodrick on behalf of the Applicant explained that the following articles of the Draft Development Consent order ("**dDCO**") (Deadline 4 version [REP4-003]) engage compulsory acquisition and temporary possession powers and provided a brief explanation in relation to each:

3.2.1 **Article 18** enables the Applicant to acquire the freehold of land. The land over which this power can be used is shown coloured pink on the land plans [REP4-102 to REP4-104] and relates to the High Voltage Alternating Current ("**HVAC**") booster station and the High Voltage Direct Current ("**HVDC**") convertor/ HVAC substation. These are the only areas over which freehold acquisition is sought.

- 3.2.2 **Article 20** enables the Applicant to acquire existing rights, create new rights and impose restrictions. The land over which this power can be used is shown coloured blue, brown and green on the land plans. New rights and restrictions can also be acquired over the land coloured pink. The land coloured blue relates to rights for the underground cables, the land coloured brown shows access rights and the land coloured green shows landscaping rights. The plots where new rights are being sought are listed in Schedule 6 of the dDCO. The nature of the rights and restrictions is set out in the Book of Reference [REP4-139] and Tables 1 and 2 of the Statement of Reasons [REP4-009].
- 3.2.3 **Article 21** enables the Applicant to extinguish or override existing private rights to the extent that their continuance would be inconsistent with the exercise of Article 18 or Article 20.
- 3.2.4 **Article 23** enables the Applicant to acquire the subsoil only.
- 3.2.5 **Article 26** enables the Applicant to take temporary possession of land giving 14 days notice for the purposes of constructing the authorised development. The Applicant may not stay in possession any longer than is reasonably necessary and must vacate the land after the end of the period of one year beginning with the date of completion of the part of the authorised project for which temporary possession has been taken. This power applies to all of the Order land and the land shown coloured yellow on the land plans and listed in Schedule 8 of the dDCO. Schedule 8 of the dDCO details the purpose for which powers of temporary use are being sought.
- 3.2.6 **Article 27** enables the Applicant to take temporary possession of land for maintenance of the authorised development if reasonably required giving 28 days notice during the maintenance period (which is 5 years beginning on the date of which a phase of the authorised project first exports electricity to the national electricity transmission system). The Applicant must only remain in possession for as long as may be reasonably necessary to carry out the maintenance works. This power applies to all of the Order land. In light of the concerns of the local authorities regarding the need to maintain hedgerows for 10 years, the maintenance period in Article 27 will need to be amended to 10 years if North Norfolk District Council's preference for a landscape maintenance period of 10 years is accepted by the Secretary of State.
- (b) **Whether the DCO excludes the application of a compensation provision or modifies it beyond what is necessary to enable that provision to be applied;**
- 3.3 **Claire Brodrick** explained that the Applicant considers that the dDCO adequately provides for compensation for the acquisition of land or rights and the temporary use of land. The modification of compensation and compulsory purchase enactments for creation of new rights set out in Schedule 7 of the dDCO specifically relates to the acquisition of new rights and is required to ensure that compensation is payable for the acquisition of new rights in addition to the acquisition of land. The dDCO makes it clear that the provisions relating to severance do not apply to the temporary use of land powers. This is standard drafting for DCOs involving subsoil cables and pipes and ensures and the Applicant does not consider that it would be appropriate to acquire the freehold of land when it is only required temporarily.
- (c) **Whether protective provisions are in a satisfactory form and one that is agreed with the relevant parties;**
- 3.4 The **ExA** noted that some protective provisions are not yet agreed and enquired as to the prospects of reaching agreement and satisfying the provisions of section 127 of the Planning Act 2008 ("**PA08**").
- 3.5 **Claire Brodrick** set out that Appendices C and D of the Statement of Reasons [REP4-009] sets out the current status relating to the negotiation of protective provisions. Since Deadline 4, the form of protective provisions has been agreed with National Grid and Cadent Gas and the next draft of the dDCO will be updated to reflect the agreed provisions. The remaining protective provisions which are not yet agreed are those for the benefit of Network Rail ("**NR**").
- 3.6 **Claire Brodrick** explained that negotiations with NR are ongoing, however some points remain under discussion. Generally there had been a distinct lack of engagement from NR (the Applicant even had to
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inform NR that it had failed to submit a Relevant Representation). The provisions which remain outstanding in respect of the NR protective provisions relate to: compulsory acquisition; the extent of the indemnity; and timeframes in the arbitration schedule. It is possible that the Applicant and NR may not reach agreement on these points by the end of the Examination. The details of the final points to be agreed are set out in more detail below:

- 3.6.1 **Compulsory acquisition:** In order to ensure the deliverability of Hornsea Project Three Offshore Wind Farm, the Applicant can only agree to restrict the use of compulsory acquisition powers if a voluntary agreement has been entered into in respect of the property rights for crossing beneath the railway. Despite the Applicant's best efforts to engage with NR regarding such a property agreement for nearly a year, the Applicant only received Heads of Terms from NR on 29 January 2019. Such Heads of Terms were incomplete as they did not include a proposed amount for NR's consideration. The Applicant is therefore not currently in a position to agree to the inclusion of paragraph 4 of NR's preferred form of protective provisions. The Applicant notes that this point was considered by the Examining Authority and the Secretary of State in the application for the Hinkley Point C Connection Development Consent Order (Hinkley Connection) where the Secretary of State agreed with the Examining Authority that compulsory acquisition powers should be exercisable for new rights beneath the railway without requiring consent and the test set out in section 127 of the PA08 was satisfied:

Paragraph 8.5.224 of Examining Authority's Report for the Hinkley Connection set out that:

*"The rights would co-exist alongside those of NRIL. Apart from the construction phase, the only possible interference would be on those occasions when maintenance or emergency works were being carried out to the Applicant's equipment. The Panel is satisfied that rights required by the Applicant over the operational land in question could be taken without serious detriment to the carrying on of the undertaking, but only if protective provisions safeguarding NRIL's assets are included in the DCO."*

Paragraph 8.5.230 of Examining Authority's Report for the Hinkley Connection set out that:

*"The Panel considers that it is not necessary, nor would it be reasonable, to include paragraph 4 of NRIL's preferred form of the protective provisions and that it could compromise the Applicant's ability to deliver the proposed development."*

The Applicant considers that the inclusion of paragraph 4 of NR's preferred form of protective provisions cannot be agreed as it would compromise the Applicant's ability to deliver the project. The Applicant needs to ensure that it has the requisite property rights to deliver the project and, in the absence of a voluntary agreement, cannot agree to only exercise compulsory acquisition powers with NR's consent.

- 3.6.2 **Indemnity:** The next outstanding issue in respect of the NR protective provisions relates to the extent of the indemnity to be provided by the Applicant to NR. NR wishes the indemnity to include all economic losses, including claims made by train operators. The Applicant has accepted the requirement to provide an indemnity but has sought to understand its potential liability for economic losses of train operators by defining these costs as "relevant costs" and requiring NR to confirm the existence and potential extent of the liability in advance. Wording has been included in the draft protective provisions in the dDCO to inform the Applicant of that potential liability. This will enable the Applicant to procure insurance to cover such losses. The Examining Authority and the Secretary of State in the application for the Hinkley Connection considered the wording of the indemnity and agreed that NR's drafting was "unduly onerous" (paragraph 8.5.233 of the Examining Authority's Report) and approved the form of drafting which the Applicant is proposing. The Applicant's position on the indemnity is that the Applicant's proposed wording is sufficient and provides NR with requisite protection.

- 3.6.3 **Arbitration:** The Applicant understands that NR is comfortable with the arbitration drafting in principle however it does not wish to be obliged to comply with the timescales stated. Given the general lack of engagement from NR (as noted above), the Applicant is keen to have clear timeframes imposed in the drafting to ensure that delay is not caused to the delivery of Hornsea Three by NR's lack of action and engagement.
- (d) **Article 6 (application of legislative provisions) – whether to include elements of the approach to temporary possession set out in the Neighbourhood Planning Act 2017;**
- 3.7 **Claire Brodrick** referred to the Applicant's Response to First Written Questions and the response to FWQ1.13.18 (p256) as well as the oral submissions made at the DCO issue specific hearing 3 on 6 December 2018 as set out in the Applicant's written summary [REP3-005] at paragraph 4.12. These submission set out the Applicant's position which it maintains.
- 3.8 **Louise Staples** on behalf of the NFU and LIG queried the time period enquiring as to whether a 3 month time period was in fact required.
- 3.9 **Claire Brodrick** responded setting out that 14 days was considered to be appropriate in the content of a Nationally Significant Infrastructure Project (NSIP). She explained that this was the typical approach taken with DCOs and highlighted that that the 14 day period was a minimum timeframe. She explained that the Communication Plan Framework set out in the Outline Code of Construction Practice (CoCP) [REP4-023] allowed for a period of 4 months for landowners to be informed of the commencement of onshore works. She confirmed that landowners would be informed of works before the general public and explained that the power would only allow the Applicant to stay on land as long as reasonably necessary. Should the Applicant be required to vacate the land in question and then re-enter it at a later date then a time period longer than 14 would be onerous and could pose a threat to the construction programme.
- (e) **Article 19 (time limit for compulsory powers) – justification for period of 7 years;**
- 3.10 **Louise Staples** on behalf of the NFU and LIG set out that they considered a period of 5 years to be more appropriate and that such a time period may lead to a scenario in which the Applicant was encouraged to carry out the phases of development faster.
- 3.11 **Claire Brodrick** referred to the Applicant's Response to First Written Questions and the response to FWQ1.13.26 (p260). She added that the longer period of 7 years would mean that the Applicant would not need to exercise rights over a larger area for the second phase to be carried out. The 7 year period would therefore allow construction to be commenced using the temporary use powers with permanent rights only being acquired over the land actually used for the cables.
- 3.12 **Gareth Phillips** on behalf of the Applicant added that it was noted by the Applicant that some of those engaging with the DCO process had stated a preference for HVDC technology. He noted that this technology was not yet as advanced as HVAC however the longer time period of 7 years would give a longer timeframe in which such technology could mature and advance. He highlighted that there was no unwillingness on the part of the Applicant to progress the project quickly however the possibility of the smaller land take associated with HVDC technology was a possible advantage of the 7 year period.
- 3.13 **Beverley Wigg** on behalf of N2RS queried how the two phased approach would work and how it would lead to less land take in practice (particularly in light of the land take required for the booster station).
- 3.14 **Claire Brodrick, Gareth Phillips and Richard Grist** on behalf of the Applicant explained that the booster station was designed to be built in two phases if required. If the first phase was built as HVAC, and the second phase was built as HVDC, then the Applicant would only build the booster station required for the first phase. This would result in less land take than if a booster station was required for both phases.
- (f) **Article 26 (temporary use of land) – whether the draft DCO provides clarity for landowners in a scenario where the project is delivered in phases; and**

3.15 **Claire Brodrick** referred to the Applicant's Response to First Written Questions and the response to FWQ1.13.31.

3.16 **Louise Staples** on behalf of the NFU and LIG enquired as to the time periods associated with temporary use and when reinstatement must begin. **Claire Brodrick** reiterated that the wording of the article is such that the Applicant would only be able to remain in possession for as long as is reasonably necessary. There is also a long stop date meaning that it may remain in possession for the maximum period of one year beginning with the date of completion of the part of the authorised project for which temporary possession has been taken.

(g) **Any other matters relating to the articles.**

3.17 No other matters were raised.

#### 4. **AGENDA ITEM 4 - STATUTORY CONDITIONS AND GENERAL PRINCIPLES**

(a) **The Applicant to confirm that the application includes a request for compulsory acquisition in accordance with PA 2008 s123(2);**

4.2 **Claire Brodrick** confirmed that the application includes a request for compulsory acquisition and the extent of the compulsory acquisition is set out in Section 6 of the Statement of Reasons. She confirmed that this request is also supported by the Funding Statement [REP1-228] and Book of Reference [REP4-139]. A specific request for compulsory acquisition was also made in the Covering Letter [APP-001].

(b) **Applicant to set out briefly whether the purposes for which the compulsory acquisition powers are sought comply with section 122(2) of the Planning Act 2008;**

4.3 **Claire Brodrick** explained that the relevant tests are set out in sections 6 and 7 of the Statement of Reasons. Such purpose relates to the construction, use and maintenance of the onshore elements of Hornsea Project Three Offshore Wind Farm including access and landscaping rights (the paragraph references below are to the Statement of Reasons and explain the purpose of each relevant compulsory acquisition):

4.3.1 the acquisition of freehold of HVAC booster station (paragraph 6.2.1);

4.3.2 the acquisition of freehold for the HVAC converter station/HVAC substation (paragraph 6.2.2);

4.3.3 the acquisition of new rights and imposition of restrictions at landfall (paragraph 6.3.1); and

4.3.4 the acquisition of new rights and imposition of restrictions for the onshore export cables (paragraph 6.3.2). The rights are divided into rights classes and these are set out in Tables 1 and 2 of the Statement of Reasons.

4.4 Section 122(2) PA08 stipulates that the land must be required for the development or is required to facilitate or is incidental to the development. The Applicant confirmed that the land required and the new rights sought are required for the development or to facilitate the development and referred to paragraph 7.2 of the Statement of Reasons.

(c) **Whether consideration has been given to all reasonable alternatives to compulsory acquisition and temporary possession;**

4.5 **Claire Brodrick** set out that consideration of reasonable alternatives is referred to in paragraph 6.3.2.9 of the Statement of Reasons and Chapter 4, Volume 1 of the Environmental Statement: Site Selection and Alternatives [APP-059] (paragraph references below are to the Statement of Reasons). As a result of the consultation process, over 40 amendments were made to the proposed cable route. The Applicant has continued to adapt the cable corridor to take into account comments from landowners and stakeholders. For example the alternatives presented at Moor Farm (paragraph 5.2.2) and land north of Norwich Road (paragraph 5.2.3) and the non-material amendment application submitted at Deadline 4 in respect of the John Innes Centre (paragraph 5.3.1.3).

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4.6 The Applicant has also sought and is continuing to seek to acquire the land by voluntary agreement as referred to in paragraph 7.4 and Appendices A and B of the Statement of Reasons.

4.7 As set out in some detail already, alternatives in terms of technology have also been considered. However, for the reasons set out in Appendix 22: Transmission System (HVAC/HVDC) Briefing Note [REP1-164] and the Applicant's oral submission and the issue specific hearing on 4 December 2018 (as summarised in the written summary [REP3-003]), the Applicant's position is that compulsory acquisition powers are required to construct both HVAC and HVDC transmission systems.

(d) **Whether the rights to be acquired, including those for temporary possession, are necessary and proportionate; and**

4.8 **Claire Brodrick** explained that the Applicant considers the rights, restrictions and temporary use powers to be necessary and proportionate and referred to paragraph 7.2 of the Statement of Reasons. The rights sought are the minimum required to deliver Hornsea Three.

(e) **Whether, in accordance with PA 2008 s122(3), there is a compelling case in the public interest for the compulsory acquisition, both in relation to the need in the public interest for the project to be carried out and in respect of the private loss to those affected.**

4.9 **Claire Brodrick** explained that the Applicant considers that there is a compelling case in the public interest and referred to paragraphs 7.6, 7.8 and section 8 of the Statement of Reasons which sets out in detail the UK Government's policy on renewable energy and why there is an urgent need for the project. The Applicant considers that the public interest in the project outweighs any interference with private rights.

## 5. AGENDA ITEM 5 - REVIEW OF THE CA SCHEDULE AND RELATED MATTERS

(a) **The Applicant to summarise outstanding objections and progress with negotiations on alternatives to compulsory acquisition;**

5.2 The **ExA** referred to FWQ 1.14.1 in which it asked for updated information in relation to all outstanding objections to Compulsory Acquisition or temporary use of land and the Applicant stated in the Response to First Written Questions that Annex A to the Applicant's Compulsory Acquisition Schedule would be kept up to date on this matter.

5.3 **Claire Brodrick** referred to the Schedule of Objection to Granting of Compulsory Acquisition Powers – Annex A as updated at Deadline 4 [REP4-014]. She explained that there are only two landowners who are not engaging with the Applicant at all (these are GF Bullimore/ SC Bullimore and Joseph Cook).

5.4 The majority of landowners are represented by LIG and **Richard Grist** gave a summary of the status of negotiations with LIG. He explained that the Applicant continues to undertake regular discussions with LIG. Heads of Terms are in principle agreed between the parties and discussions in respect of the preferred template option and lease are close to being agreed with some very limited sections of wording still being negotiated. Along the cable route, 94% of landowners have instructed solicitors and the majority who have not done so are not represented by LIG.

5.5 In respect of Landowners not represented by LIG (other than those not engaging mentioned at paragraph 5.3 above), **Claire Brodrick** explained that revised Heads of Terms has been issued and that the Applicant is continuing to chase these landowners. Whilst there have been a small number of additional landowners agreeing to instruct solicitors and a further LIG/Applicant telephone conference call since the hearing there is not a great deal of change from the position as set out at the hearing and so an update on the status of negotiations will be provided at Deadline 7.

5.6 The **ExA** referred to FWQ 1.14.29 in which it asked why it is necessary to seek compulsory acquisition powers over land where agreement has been reached and sought further clarity in respect of this question.

- 5.7 **Claire Brodrick** explained that the Applicant is seeking compulsory acquisition powers over land where there is voluntary agreement in order to take account of a number of possible scenarios which might prevent the delivery of Hornsea Three. She gave several examples including: the scenario in which the landowner does not comply with the terms of the agreement, the landowner becomes insolvent or if previously undiscovered land interests of third parties emerged. The Applicant's approach therefore mitigates these risks and ensures that Hornsea Three can be delivered. This is the approach typically taken for NSIPs. The Applicant agreed to update the Statement of Reasons to clarify that this approach is being taken for the cable route and HVAC booster station in addition to the HVDC converter/HVAC substation. An updated Statement of Reasons will be submitted at Deadline 7 together with the update on the status of negotiations referred to in paragraph 5.5 above.
- 5.8 In response to a follow up question from the **ExA**, **Claire Brodrick** confirmed that no claims for statutory blight are expected.
- (b) **The Applicant to update on the choice of cable alignment at Moor Farm;**
- 5.9 The **ExA** referred to FWQ: 1.14.24 and asked for an update in respect of progress with negotiations on the alternative cable alignments at Moor Farm and whether or not there is agreement with the land owner on a preferred alignment.
- 5.10 **Claire Brodrick** explained that the Applicant has been discussing the East Option and the West Option at Moor Farm with the landowner (Caroline Barratt and her husband) and is awaiting a formal response from the landowner as to their preference. As set out in paragraph 5.2.2 of the Statement of Reasons, the Applicant considers either option to be acceptable from an engineering and environmental perspective. However, the costs associated with the East Option are less than the West Option.
- 5.11 **Richard Grist** explained that negotiations are on-going. The Applicant hopes to conclude negotiations as soon as possible but considers that both route options are viable. The landowner had initially expressed a preferred for one option but has since change their mind hence the Applicant has kept both options open. He agreed to give a further update at Deadline 6 however his understanding was that the West Option looked as if it was more likely (**Jane Kenny** on behalf of the landowner confirmed that this was the case). Since the hearing the Applicant has not received any update from the landowner.
- 5.12 **Richard Grist** confirmed that no further amendments would be made to the Land Plans or the Book of Reference until formal confirmation had been received from the landowner. **Claire Brodrick** explained that whether or not such documents were updated before the end of the Examination to reflect the preferred route would depend of when agreement was reached. Should there be no agreement before the Secretary of State makes their decision then it would be open for the landowner to write in and state their preference. The ExA's report would set out the advantages and disadvantages of both options for the Secretary of State to weigh up. The Applicant is essentially in the hands of the landowner in respect of the decision and does not have a preference either way.
- 5.13 **Claire Brodrick** explained that the Secretary of State has considered other DCO applications containing options.<sup>1</sup>
- 5.14 **Jane Kenny** on behalf of the landowner expressed the view that should no agreement be reached then the landowner would likely state a preference for the West Option but would confirm this in writing.
- (c) **The Applicant to update on the choice of access at Norwich Road;**
- 5.15 **Richard Grist** set out that the landowner has to date refused to engage with the Applicant and that they had also refused to allow surveys on the relevant land. A meeting is, however, now scheduled for March. The Applicant understands that the landowner's preference is for the West Option but the Applicant has been unable to discuss the options in any detail with the landowner to date. The Applicant is unable to express any preference at this stage due to the fact that it has been unable to carry out surveys on the land.

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<sup>1</sup> The Applicant refers to the North Wales Wind Farm Connection Order and the Brechfa Forest Connection Order as examples of DCO applications containing options for the Secretary of State to select.

- 5.16 **Christopher Bond** on behalf of NFU and LIG confirmed that the landowner in question did not wish to engage with the process and agreed to give an update to the ExA at Deadline 6 whether or not any progress has been made. He indicated without prejudice to the landowner's position that it was likely that the West Option would be preferred.
- 5.17 **Gareth Phillips** stated that engagement was required as soon as possible. It is clear that the landowner is at least thinking about the process however without being able to access the land for surveys, even if a preference was expressed then it would be difficult for the Applicant to accept. If no agreement is reached by the time the Secretary of State comes to make their decision then the Applicant would have to leave this matter to the Secretary of State's discretion.
- 5.18 In response to comments made by Mr Bond relating to the landowner's position that the cable should be located in other land, **Richard Grist** reiterated that (as explained in Chapter 4, Volume 1 of the Environmental Statement: Site Selection and Alternatives [APP-059]) there are no viable alternatives to the proposed route in this location.

(d) **Proposed changes to the Order limits.**

- 5.19 **Claire Brodrick** referred to the application for non-material amendments including additional land [REP4-008] made at Deadline 4. The ExA confirmed that Relevant and Written Representations will be considered in respect of this change.

6. **AGENDA ITEM 6 - IMPACTS ON FARMING LAND AND INTERESTS**

(a) **NFU and LIG - outstanding issues and concerns**

- 6.2 The ExA invited LIG and NFU to explain which issues remain outstanding.

Phasing

- 6.3 **Louise Staples** and **Jane Kenny** on behalf of NFU and LIG explained that a key concern was in respect of phasing and that they required explanation as to why a different approach had been taken in respect of Hornsea Project Four Offshore Wind Farm.
- 6.4 **Claire Brodrick** responded stating that Hornsea Project Four Offshore Wind Farm is at a very early stage of project development (currently at scoping) and has yet to carry out statutory consultation. As is the case with any project, conversations are held with landowners at an early stage however this does not mean that the proposals in respect of phasing for that project are set in stone or that the two projects (Hornsea Three and Four) should be compared to one another. The Applicant has explained in some detail why phasing is required for this project and it is not appropriate to compare this approach to that being proposed for another project at a much earlier stage of project development.
- 6.5 The representatives of the NFU and LIG suggested that the fact that Heads of Terms are shortly to be offered to landowners for Hornsea Project Four Offshore Wind Farm meant that that project's approach in respect of phasing was therefore finalised. **Gareth Phillips** responded explaining that Heads of Terms can be entered in to and varied (as can signed agreements as the project develops) and as such the project has scope to evolve and is not tied to the Heads of Terms.

Agricultural Liaison Officer (ALO)

- 6.6 **Louise Staples** and **Jane Kenny** on behalf of NFU and LIG queried the responsibility of the ALO and stated that they would like to see more detail included regarding this role in the CoCP. They wished to add a stipulation that the ALO should have the relevant experience and knowledge of compulsory acquisition from similar schemes. They would also like the ALO to meet with landowners throughout the construction period as well as having general availability on a helpline run 24 hours a day. They considered that the ALO could be the person who holds important information regarding carrying out normal agricultural operations to a depth of 0.8m.

- 6.7 **Richard Grist** noted the comments from the NFU and LIG and commented that the Applicant would reflect on these and consider what drafting could be included in the next iteration of the Outline CoCP.

Field Drainage

- 6.8 **Louise Staples** and **Jane Kenny** on behalf of NFU and LIG raised a query regarding field drainage and how this would be dealt with. They stated that this would be a major issue once the cables were laid and that generic principles would need to be agreed in the CoCP. They stated a preference for the inclusion of wording similar to that included in the Triton Knoll Offshore Wind Farm Application.
- 6.9 **Richard Grist** explained that wording from both the Triton Knoll Offshore Wind Farm Application and the Richborough Connection Project was being considered and that the Applicant would decide on the most appropriate wording to be included in the next iteration of the Outline CoCP. The Applicant said that it would endeavour to issue such wording to the NFU and LIG in advance of the deadline and did so on Tuesday 5 February 2019.

Soil aftercare

- 6.10 **Louise Staples** and **Jane Kenny** on behalf of NFU and LIG set out that the final issue which they wished to raise concerned soil aftercare and storage. They acknowledged that the CoCP submitted at Deadline 4 [REP4-023] now contains much more detail on this area but stated that they still had concerns in respect of how aftercare will be carried out. Again, they proposed using the form of wording included in the Triton Knoll Offshore Wind Farm Application which they will submit at the next deadline. **Jonathan Rush** on behalf of NFU and LIG set out some further concerns in respect of damage to soil in storage caused in previous schemes and emphasised the importance of the preservation of topsoil. He stated that landowners would take the view that a localised issue within the cable route could be dug out and fixed and as such land should be returned and topsoil reinstated as soon as possible before testing of the cable route. He agreed to set out such concerns in full at Deadline 6.
- 6.11 **Claire Brodrick** explained that the concerns of the NFU and LIG were noted and that the Applicant would be happy to consider additional wording to be added to the CoCP should NFU and LIG be able to provide this. More generally, she set out that the CoCP contains wording in respect of the soil being reinstated on completion of the works.
- 6.12 **Jonathan Rush** on behalf of NFU and LIG agreed that they would try to send the wording to the Applicant in advance of Deadline 6.
- 6.13 The **ExA** queried the Applicant's need to test cables and what this would mean in practice for the reinstatement of the topsoil.
- 6.14 **Gareth Parker** and **Richard Grist** on behalf of the Applicant explained that it is necessary for continuity testing of the cable to be conducted on the entire length of the cable route. The Applicant does not consider that it is sensible to replace topsoil which has been stored correctly until such testing has taken place. This is the typical approach of experienced cable delivery operators and deviating from this approach would be uneconomic and inefficient. **Gareth Parker** explained that cable failures are a statistical distribution and they are not uncommon. He explained that he was aware of a scheme in Germany for example where all of the joints along a cable needed to be replaced. There is significant stress on the cables due to the high voltage and as such it is sensible not to replace the topsoil until the testing is complete. How a cable will be repaired will depend on the nature of the fault and whether it needs to be pulled out or not.
- 6.15 The **ExA** enquired as to where most cable failures occur.
- 6.16 **Gareth Parker** explained that the occurrence of cable failure was a statistical distribution and that a significant proportion of such failures occur in joint bays however some do occur in the cable itself. He explained that there was not a great deal of data available for cable failures on HVDC systems. He agreed that the Applicant would check data sets available to be added to its submissions. Post Hearing Note: The Applicant refers to Appendix 31 to Deadline 6 "Technical Brochure 379, Update of Service Experience of HV Underground and Submarine Cable Systems". Published by CIGRE, the international council on large electric systems, CIGRE collects data from its members concerning their operational

experience of a variety of HV components. In the case of HV cables, the results of these surveys are presented at Appendix 31. The publication provides useful information concerning the operational performance of buried cable systems, it does not however contain any information regarding failures during site testing and commissioning, where you would expect to experience a higher incidence of failures. The Applicant is unaware of any such information being available in the public domain, however the Applicant's experience and anecdotal evidence from other projects confirms that such failures can and do occur in this phase of construction.

6.17 **Claire Brodrick** added that even if the faults are primarily occurring at the joint bays then access may be required over the cable route to access and transport equipment to the relevant joint bay. It would not, therefore, be sensible to reinstate topsoil only for a workforce to then drive over it. She also emphasised that the Applicant can stay in possession for no longer than reasonably necessary and in accordance with Article 26(5) of the dDCO, it must pay compensation to the owners and occupiers of land which temporary possession is taken for any loss or damage arising. The Applicant agreed to provide further details regarding the reinstatement of topsoil which will be added to the soil management plan at Annex G of the revised Outline Code of Construction Practice to be submitted at Deadline 6.

6.18 The **ExA** asked the NFU and LIG whether they were satisfied with the Applicant's response to FWQ 1.14.32 in respect of paragraph 7.3.1.1 of the Statement of Reasons and the continuation of private rights where this would not interfere with the construction or operation of the Hornsea Project Three Offshore Wind Farm. **Louise Staples** on behalf of NFU and LIG stated that they would respond in writing.

## 7. **AGENDA ITEM 7 - OTHER PARTIES WHO MAY BE AFFECTED BY THE PROJECT**

### (a) **Affected persons who have notified a wish to make oral representations;**

7.2 No representations were made under this item.

### (b) **Other affected persons;**

7.3 No representations were made under this item.

### (c) **Persons whose land or rights are not to be acquired compulsorily but who may be affected and able to make a relevant claim; and**

7.4 No representations were made under this item

### (d) **Any Section 102 parties or Category 3 interests.**

7.5 The ExA enquired as to whether the Applicant's diligent inquiry has resulted in any other Category 3 interests needing to be added.

7.6 **Claire Brodrick** confirmed that the revised Book of Reference submitted at Deadline 4 [REP4-139] (alongside a Schedule of Changes [REP4-006]) is up-to-date and accounts for all changes including changes of address, transfers of land etc.

## 8. **AGENDA ITEM 8 - IMPACTS ON OTHER LAND AND INTERESTS**

### (a) **Severed areas and landlocked plots;**

8.2 The **ExA** referred to the Applicant's Response to First Written Questions FWQ 1.14.48 in respect of land which appears would be landlocked for the duration of the works. It queried the Applicant's response that the land would not be landlocked and asked about arrangements for access secured through the outline CoCP.

8.3 **Claire Brodrick** referred to the Response to First Written Questions FWQ1.9.13 and FWQ1.14.16. **Richard Grist** confirmed that the Applicant is not aware of any land that will be landlocked or severed entirely and crossing points will be made available. He explained that access would usually be handled via consultation at pre construction phase and that it is intended that access points will be provided if required by landowners. The relevant reference in the Outline CoCP is paragraphs 6.8.1.4 and 6.8.1.5.

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(b) **Highways England;**

- 8.4 Highways England was not present at the hearing.
- 8.5 **Claire Brodrick** explained that there was no update to provide in respect of the proposed A47 North Tuddenham to Easton DCO and that the Applicant continues to liaise with Highways England. The Applicant referred to paragraph 5.4.2 of the Statement of Reasons and considers that the two projects can co-exist. The Applicant is proposing an extended Horizontal Directional Drilling (HDD) in this location to take account of the anticipated road improvements. She explained that the SOCG between the Applicant and Highways England [REP4-017] contains reference to the A47 crossing in Table 3.1 and confirms that agreement has been reached in respect to coexistence of Hornsea Three and road improvement schemes proposed by Highways England, including documentation to be provided by the Applicant during detailed design.

(c) **Temporary use of land;**

- 8.6 The **ExA** referred to the Applicant's Response to First Written Questions FWQ1.14.21 in respect of the Applicant's decision as to whether to use the Notice to Treat/Notice of Entry procedure pursuant to the 1965 Act or make a declaration under the 1981 Act and asked for an explanation of the advantages and disadvantages of each procedure and for confirmation of when the Applicant will make a decision.
- 8.7 **Claire Brodrick** explained that the main difference between the procedures is that the Notice to Treat/Notice of Entry procedure does not provide the Applicant with the necessary property rights and the matter would need to be referred to the Upper Chamber of the Lands Tribunal in the event that the terms of the easement could not be agreed. She explained that the decision over which procedure would be used depends on the nature of the land and the relationship between the Applicant and the landowner.
- 8.8 The **ExA** referred to the Applicant's Response to First Written Questions FWQ1.14.22 and the statement that the Applicant does not envisage any mitigation works being specifically required in respect of the temporary use of land for maintenance. The **ExA** asked if the Applicant had anything further to add to this.
- 8.9 **Claire Brodrick** explained that in accordance with article 27 (temporary use of land for maintaining authorised project) of the dDCO land would be reinstated and therefore no specific mitigation is envisaged.

(d) **Oulton PC proposals for access to main construction compound; and**

- 8.10 Oulton Parish Council were not in attendance at the hearing. The **ExA** queried whether the issue in respect of access still remained.
- 8.11 **Claire Brodrick** explained that Norfolk County Council (NCC) has confirmed that the Applicant's proposal to carry out improvement works to The Street is acceptable and that this is detailed in the SOCG between the Applicant and NCC [REP4-019].
- 8.12 The Applicant has been unable to obtain consent from all the landowners required for an alternative access route. It was therefore not possible for the Applicant to promote an alternative route within the time left in the Examination.

(e) **Any other matters not already covered.**

- 8.13 No other matters were raised.

9. **AGENDA ITEM 9 - ALTERNATIVES AND DESIGN FLEXIBILITY**

(a) **Onshore booster station: land requirements and notification;**

- 9.2 The **ExA** asked for clarification in respect of timeframes and what the position would be for land if it was no longer required once the HVAC/HVDC technology decision is taken.

9.3 **Claire Brodrick** explained that the Applicant has set out how land owners will be notified in the Communication Plan Framework set out in the Outline CoCP [REP4-023]. In respect of land that is no longer required (for example land for the onshore booster station if both phases were HVDC), Article 20 (compulsory acquisition of rights) of the dDCO makes it clear that the land will need to be required and the Applicant would therefore only be able to exercise such rights if necessary.

9.4 The Applicant has now agreed heads of terms with the landowner of the booster station site and solicitors have been instructed.

(b) **Choice of HVDC converter/HVAC substation at Mangreen: land and rights associated with each option;**

9.5 The **ExA** referred to the Applicant's Response to First Written Questions FWQ1.14.6 and enquired about the scenario in which the HVDC connection was selected asking for clarity in respect of timeframes i.e. when landowners would be informed and what the relevant Order powers would be.

9.6 **Claire Brodrick** explained that the same land take would be required for HVAC and HVDC and the issue is whether it would be in one or two phases.

9.7 **Derek Walder** on behalf of Mulbarton Parish Council and **Beverley Wigg** on behalf of N2RS raised concerns and proposed an alternative location for the onshore substation (located near to the quarry). They expressed the view that this location would be more acceptable to local people and that there was still overwhelming local support for HVDC technology. They agreed to make further submissions on this point in writing.

9.8 **Richard Grist** explained that the proposed alternative location did not appear as an option because the initial enquires made by the Applicant had established that it was an active quarry and as such it was not a viable option. **Claire Brodrick** also clarified that in respect of procedure, the Applicant is required to demonstrate that it has considered reasonable alternatives which it has done so (see Chapter 4, Volume 1 of the Environmental Statement: Site Selection and Alternatives). The application being assessed is the one submitted and it was not possible for the ExA or the Secretary of State to recommend or consent alternative locations such as the one suggested at the quarry.

9.9 **Gareth Phillips** added that in respect of the technology (HVDC or HVAC) the Applicant is agnostic and will deliver what is best at the time. The sentiment expressed by local people in respect of the technology has been echoed through the local authorities and will be taken in to consideration by the Examining Authority.

(c) **Corridor widths for AC and DC options;**

9.10 The **ExA** enquired about the extent of land take required for HVAC and HVDC.

9.11 **Claire Brodrick** explained that the typical corridor widths for HVAC and HVDC are set out in Table 7 of the Transmission System HVAC/HVDC briefing note [REP1-164]. For HVAC the widths are 80m (temporary) and 60m (permanent). Therefore 80m is minimum typical width to deliver the maximum parameters of the scheme. This is the area that has been assessed for the ES. In respect of the HVDC indicative cross section this was considered to be the maximum typical width.

9.12 However, compulsory acquisition powers will only be exercised over the minimum area required to deliver the scheme. Temporary use article requires the Applicant to only stay in possession of the land for as long as is reasonably necessary. Appendix A of the Outline CoCP requires the Applicant to notify the landowner as to the extent of land required four months prior to the commencement of construction.

9.13 **Claire Brodrick** clarified that in certain locations a wider or narrower corridor may be required. The Applicant committed to clarifying the minimum typical corridor width for HVDC at Deadline 6 (refer to Appendix 1 of the Applicants Deadline 6 submission).

(d) **Landfall requirements;**

9.14 The **ExA** enquired as to how the Applicant can be certain that it has enough land available.

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9.15 **Claire Brodrick** responded explaining the landfall requirements are set out in paragraph 6.3 of the Statement of Reasons. The Applicant will not require all of the land but a large area is required as it does not yet know the exact location of the cables. The Applicant is confident that it has sufficient land however it is unable to reduce the corridor any further at this stage.

9.16 **Claire Brodrick** confirmed that a voluntary agreement has been agreed with the landowner at landfall.

(e) **Crossing of North Norfolk railway; and**

9.17 The **ExA** referred to the Applicant's Response to First Written Questions FWQ1.14.37 and the additional space required associated with the proposed HDD crossing of the North Norfolk Railway. The **ExA** enquired as to whether the 120m stated was sufficient and what the corresponding requirement for HVDC would be.

9.18 **Gareth Parker** explained that the reason for the additional space is to allow for the cables to be spaced in smaller single phase (rather than trefoil) ducts which may be a safety requirement for the railway following subsidence calculations. He explained that the Applicant is confident that 120m is the maximum required to construct the works in this area and that the HVAC scenario represents the maximum design scenario.

(f) **Crossing of Norfolk Vanguard/Boreas.**

9.19 The **ExA** referred to the Applicant's Response First Written Questions FWQs 1.14.43/44 and asked about the corridor width as one option is proposed to be installed by way of HDD and the other by way of open cut. The **ExA** also enquired about any technical difficulties associated with the crossing.

9.20 **Gareth Parker** explained that the two installation methods were included as it was not yet known when the cables would be installed. The first project would likely open cut and the second would then need an appropriate method of crossing, likely to be HDD.

9.21 In respect of other technical considerations, **Gareth Parker** explained that in addition to the physical interactions, the thermal interactions between the cables mean that they may need to be spaced further apart as other cables act as a heat source.

9.22 **Claire Brodrick** explained that generally in respect of the interaction between the two projects the proposal is to include reciprocal protective provisions for the benefit of one another in each DCO. The interaction between the two schemes would also be subject to a cooperation agreement and a joint engineering solution would be developed.

9.23 **Jane Kenny** on behalf of the NFU and LIG asked for clarity as to the order of the phases i.e. which project would be installed first. She explained that her understanding was that phase 1 of the Hornsea Project Three Offshore Wind Farm would be installed first and then Vattenfall. **Katie Taylor** on behalf of N2RS expressed a concern that there could be 3 phases of works with phases 1 and 2 for Hornsea Project Three Offshore Wind Farm as well as the Vattenfall works.

9.24 **Gareth Phillips** explained that the phases of works have been assessed in the Environmental Statement, including cumulative impacts, and made available to the public through consultation. **Claire Brodrick** stated that the Applicant would clarify in writing whether HVAC cables need to go above or beneath HVDC cables (Refer to Appendix 1).

10. **AGENDA ITEM 10 – FUNDING**

(a) **To explore the available options including power purchase agreements, Contract for Difference (CfD), CfD caps, project pipeline bidding for CfD in 2019 and 2021;**

10.2 The **ExA** raised a query in respect of power purchasing agreements (PPAs) and how these reduce the impact of wholesale power price volatility.

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10.3 **Oliver Palasmith** on behalf of the Applicant explained that the PPA held on Hornsea 1 covers the proportion of revenue for the electricity sold at the intermittent market reference price and also contains provisions for balancing the volume of electricity exported to the grid. The CfD guarantees a fixed strike price covering the difference between the market reference price and the agreed strike price. He confirmed that the Applicant has submitted the draft CfD budget from the UK Government and that there is a £60m budget and 6 GW available in the upcoming Auction Round Three (AR3). He also explained that there is a total of £557m in the Levy Control Framework budget available for future CfD auctions (inclusive of the £60m for AR3) and that this has been ringfenced by the UK Treasury. The Applicant considers that this is sufficient to cover funding for future offshore wind farms. He acknowledged that there is potentially more than 6 GW of offshore wind farm projects in the UK pipeline that are eligible to bid in AR3 but explained some other projects could be less competitive than Hornsea Three. Offshore wind is by far the most competitive technology (compared to other technologies competing in the less established technologies category) and the Levelised Cost of Energy (LCoE) has fallen significantly since the first CfDs were awarded to UK offshore wind projects. He added that, to an extent, the outcome of 2019 CfD auction will dictate the Applicant's approach to future auctions, with the next auction (Auction Round Four) anticipated in 2021.

10.4 The **ExA** asked about the advantages and disadvantages of having a PPA.

10.5 **Oliver Palasmith** explained that there would always be a PPA of some description in order to sell electricity into the market but the risk profile of the revenue stream will be affected by the type of PPA secured. A balancing PPA for example, which does not have a fixed price and provides for sale of power at the intermittent market reference price would contain greater market risk, as the holder of the PPA would be exposed to power price volatility. The CfD gives more certainty by guaranteeing a fixed price and removing this market risk. This in turn provides more revenue stability which lowers the cost of capital for a developer, allowing them to deliver a project at a lower LCoE and cost to the consumer. Delivery of energy projects at a low cost to consumers was one of the key objectives of the UK Government's Electricity Market Reform and CfDs have proven effective in helping to drive down the cost of offshore wind. **Claire Brodrick** added that CfDs and PPAs are possible funding sources which sit amongst other possible sources. The Applicant is confident that funding will be available as set out in the Funding Statement. The Applicant is a successful and established operator of offshore wind farms and is confident that it could obtain third party investment if needed.

(b) **Any further updates to the Funding Statement; and**

10.6 The **ExA** asked whether the Applicant envisaged any further updates to the Funding Statement.

10.7 **Claire Brodrick** explained that no further updates were anticipated.

(a) **Guarantee or alternative form of security.**

10.8 The **ExA** Referred to the Applicant's Response to First Written Questions FWQ 1.14.13 in respect of guarantees and alternative security and asked for confirmation that the security is a parent company guarantee.

10.9 **Claire Brodrick** explained that the anticipated form of guarantee was a parent company guarantee. The Applicant did not think it was likely that an alternative form of security would be chosen however a typical alternative form of security would be a bond or a letter of credit from a bank or other financial institution.

11. **AGENDA ITEM 11 - STATUTORY UNDERTAKERS**

11.1 No Statutory Undertakers were present at the hearing.

(a) **The Applicant to set out the current position in respect of representations made and whether there are any remaining which have not been withdrawn;**

(b) **National Grid;**

(c) **Network Rail; and**

(d) **The Applicant to set out any other outstanding matters.**

- 11.2 **Claire Brodrick** directed the ExA to Appendices C and D of the Statement of Reasons in respect of (a) where this information is set out in full.
- 11.3 In respect of (b) (National Grid), documents have been agreed. Engrossments for National Grid Gas are currently being prepared and engrossments for National Grid Electricity Transmission are awaiting finalisation of associated property document for easement outside of the operational substation boundary.
- 11.4 In respect of (c) (Network Rail) – a response is set out at 3.5 above.
- 11.5 In respect of (d), there are no other outstanding matters relating to statutory undertakers. The Cadent Gas side agreement is now agreed and once this is completed, the Applicant expects that their objection will be withdrawn. Eastern Power Networks also made a representation and an asset protection agreement is being prepared for signature.
- 11.6 **Gareth Phillips** stated that he had been asked during the hearing break by a participant at the hearing, why agreements with statutory undertakers are not in the public domain. He stated that he had responded that this is due to the nature of the negotiations with such parties which are private and commercially sensitive given that they relate to the protection of assets.

12. **AGENDA ITEM 12 - CROWN LAND**

(a) **The Applicant to provide an update on discussions with The Crown Estate**

- 12.2 **Claire Brodrick** explained that a Deed of Undertaking has been requested by the Crown Estate before it will provide its consent pursuant to section 135 of the PA 2008. The form of the deed has almost been agreed. Once the Deed has been entered into the Crown Estate will issue its consent and the Applicant will update the drafting in Article 41 to be consistent with recent DCOs.

13. **AGENDA ITEM 13 - PUBLIC OPEN SPACE**

(a) **Whether the requirements of PA 2008 s132(3) are met**

- 13.2 **Claire Brodrick** referred to paragraph 9.1 of the Statement of Reasons and the Applicant's Response to First Written Questions FWQs 1.14.26, 1.14.27 and 1.14.28. There will only be a temporary interference and the Applicant considers that the requirements of section 132(3) PA08 are satisfied as the land when burdened with the rights will be no less advantageous to the public than it was before.

14. **AGENDA ITEM 14 - HUMAN RIGHTS AND PUBLIC SECTOR EQUALITY DUTY (PSED)**

- (a) **Article 1 of the First Protocol to the European Convention on Human Rights (ECHR);**
- (b) **Article 6 of the ECHR;**
- (c) **Article 8 of the ECHR;**
- (d) **The degree of importance to be attributed to the existing uses of the land which is to be acquired;**
- (e) **The weighing of any potential loss of ECHR rights against the public benefit if the DCO is made;**
- (f) **PSED.**

- 14.2 **Claire Brodrick** explained that in respect of (a), (b), (c), (d) and (e) the Applicant refers to paragraph 7.8 of the Statement of Reasons and its position is that any infringement of ECHR rights is proportionate and legitimate. The Applicant considers that the dDCO strikes a fair balance between the public interest in the development going ahead and the interference with the rights that will be affected. Any interference is justified as in accordance with law and public interest in scheme going ahead.
- 14.3 In respect of (f), **Claire Brodrick** referred to the Equalities Impact Assessment submitted for Deadline 3 [REP3-013]. The Assessment concludes that no differentiated or disproportionate impacts on groups with protected characteristics under the Equalities Act are predicted as a result of any phase of Hornsea Three.
15. **AGENDA ITEMS 15/16 – NEXT STEPS AND CLOSING**
- 15.1 The Applicant explained that it will provide its written summary (this document) and follow up actions as noted above for Deadline 6.