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Subject: Hornsea Project Three Offshore Wind Farm - Written Submission to Examining Authority at Deadline 10
Date: 02 April 2019 13:46:31
Attachments: [HOW03_SoCG_THLS_V1.2_Clean.pdf](#)
Importance: High

Dear Sir

EN010080 - Registration number 20010148

Written Representation to Examining Authority's at Deadline 10 - Hornsea Project Three Offshore Wind Farm

Trinity House wishes to draw the Examining Authority's attention please to a serious issue of concern regarding the applicant's late proposed amendment to the **draft Development Consent Order** in respect of the Hornsea Three Offshore Wind Farm Project.

Specifically, from review of the applicant's Schedule of Changes (published on 27 March 2019) and revised draft DCO (published 27 March 2019 version E) the applicant has sought to amend Condition 7(11) Part 2 of Schedule 11 relating to the notification requirements relating to 'damage to, or destruction or decay of the authorised project seaward of MHWS..... as soon as possible and no later than 24 hours.....' etc. The proposed change is also replicated in Schedule 12 Part 2 under Condition 8(11).

The effect of this change in both Schedules would appear to be to **remove** both Trinity House and the MCA from the notification requirement in respect of such damage occurring etc. The applicant's reason for proposing this change is, we understand, based on the incorrect assumption that the UKHO (as stated in the applicant's Schedule of Changes) is '*the body which manages reporting of marine hazards on behalf of MCA and Trinity House*'. Trinity House contends that this assumption is not correct.

The amendment, if agreed, would create the risk that relevant statutory bodies, specifically Trinity House (and we would suggest also the MCA) would not be directly notified by the undertaker of a serious marine hazard involving the authorised project and which may require an immediate assessment of the risk and danger to navigation and potential further intervention by Trinity House. The intent of this Condition is to provide early notification of a potential marine hazard occurring and to enable the relevant statutory bodies to take and/or direct appropriate intervention action, in their respective and distinct areas of responsibility, to mitigate the hazard. It is not merely a notification requirement by the undertaker for subsequent wider promulgation by the UKHO, albeit of course the UKHO remains an important and relevant party to such notification

In particular, as a General Lighthouse Authority (and with reference to its statutory duties under the Merchant Shipping Act, 1995 - as previously highlighted in Trinity House's written and oral submissions relating to this Examination), it may be necessary, in such circumstances, for Trinity House to give directions to the undertaker in relation to the marking of the marine hazard by, for instance, appropriate marine Aids to Navigation. It is also possible that Trinity House might also need to directly undertake further intervention measures, in order to mitigate the risk, depending on the nature of the hazard and danger and in consultation with the MCA. It is also of note in this regard the circumstances in which such damage or destruction to the works might occur which could be, for instance, due to an incident involving a contractor's vessel during the construction of the works. Such matters and hazards therefore require direct notification to Trinity House by the undertaker (and we would suggest to the MCA as originally provided for).

Trinity House is not aware of any prior consultation by the applicant regarding the above referenced proposed amendment to the DML Schedules 11 & 12. Indeed, the attached **Statement of Common Ground (SoCG)** dated 26 March 2019 (page 13) signed by the applicant includes the standard wording in relation to these Conditions (e.g. that such notification *includes* Trinity House and the MCA - and the MMO UKHO - as per the original wording) and is shown 'agreed' by the applicant.

It is therefore of concern that, at this late stage of the Examination, the applicant proposes further amendments to the DMLs that contradict its position as stated in the agreed SoCG. Moreover, which could also have a potentially significant impact on safety of navigation as detailed above. Trinity House would therefore request please that the original wording is reinstated in Schedules 11 and 12 (as above) of the draft DMLs to include notification to Trinity House. We also consider that, as per the original wording, the MCA might similarly consider that they should also continue to be included as a notified party in the DML.

We further note, incidentally, the applicant's further recent proposed amendment to Schedule 11 Part 2 Condition 7(11) relating to the notification requirements in the event of the 'development of a cable free span'. This provision is also replicated in Schedule 12 Part 2 Condition 8(11).

This provision follows the reference to damage to, or destruction etc. of the authorised works in the aforementioned Condition. Trinity House would highlight in this regard the alternative construct for this Condition that it asserted as part of the Examination of the Norfolk Vanguard Offshore Wind Farm application. In particular, as a matter of good drafting practice, and since this wording deals with a separate, albeit related, matter to the rest of the requirement, Trinity House considers that the new wording proposed by the applicant should form the basis of a new sub-paragraph to this Condition in each case.

Trinity House further notes the applicant's recent proposed change to Schedule 11 Part 2 (Condition 13(h)(iii)) and in Schedule 12 Part 2 (Condition 14(h) (iii)). It is noted in this regard that the applicant has inserted additional text in the draft DML relating to the cable laying plan and encompassing the identification of any cable protection that exceeds 5% of navigable depth referenced to Chart Datum. We further note that whilst there is a requirement for consultation with the MCA, in relation to ensuring that future navigation is not compromised, it is suggested that Trinity House, having regard to its role as a General Lighthouse Authority, is also included as a consultee in this regard.

Trinity House further notes the applicant's recent change to Schedule 11 Part 2 (Condition 18(c) and (d)) which relate to

vessel traffic monitoring arrangements. Similar provisions are provided for under Schedule 11 Part 2 (Condition 19(d)). In each of these Conditions Trinity House considers that it should be a recipient of the vessel traffic monitoring reports together with the MMO and MCA.

We note in this regard that in Schedule 12 Part 2 (Condition 20 (2) (d)) Trinity House is included as a recipient for vessel traffic monitoring reports and therefore it is appropriate that these should be reflected as above in Schedule 11. However, we note that in Schedule 12 Condition (19) (2) that Trinity House is not included for vessel traffic monitoring reports. Accordingly, for consistency, Trinity House considers that it should also be included for vessel traffic monitoring reports under this Condition.

On a final aspect, and without repeating in full its earlier extensive representations regarding Article 38 (Arbitration) (and the inclusion of Arbitration provisions in the associated DMLs) Trinity House remains of the view that it is imperative that the finalised Order makes clear that Trinity House would not be subject to Arbitration (the proposed amendment to the drafting of which has previously been submitted by Trinity House, at the request of the Examining Authority, following ISH 9 on 8 March for the consideration of the Examining Authority).

Trinity House respectively submits its comments to the Examining Authority for its consideration. It is appreciated that the timing of these further written representations is close to the end of the Examination process, for which Trinity House wishes to apologise to the Examining Authority. However, (excepting the earlier representations by all parties on the Arbitration conditions), the written presentations above have principally been due to the need to respond to the applicant's significant recent changes to the DMLs at Deadline 9.

Kind Regards

Russell Dunham



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From: Karma Leyland [<mailto:KALEY@orsted.co.uk>]
Sent: 26 March 2019 13:25
To: Trevor Harris <Trevor.Harris@thls.org>; Stephen Vanstone <Stephen.Vanstone@thls.org>
Subject: FW: Hornsea Three Trinity House Draft SOCG V1.2

Hi Trevor

Attached please find signed SOCG.

Please review one last time to make sure you are happy.

Thanks for the prompt turnaround.

See you after Examination!

Best
Karma

Best regards,
Karma Leyland
Senior Project Lead
Environmental Management UK
Wind Power

Ørsted
[REDACTED]

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Hornsea Project Three
Offshore Wind Farm



Hornsea Project Three Offshore Wind Farm

Statement of Common Ground between Hornsea Project Three and Trinity House

Date: March 2019

Hornsea 3 
Offshore Wind Farm.....



Statement of Common Ground between Hornsea Project Three and Trinity House

Report Number: 00

Version: 1.2

Date: March 2019

Ørsted

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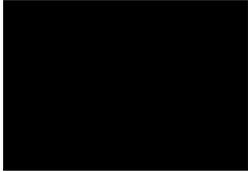
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Front cover picture: Kite surfer near a UK offshore wind farm © Ørsted Hornsea Project Three (UK) Ltd., 2019.

Revision History

Version	Date	Author	Context
00	July 2018	Ørsted	First draft (pre-examination) for review
01	August 2018	Ørsted	Updates following consultation with TH
02	March 2019	Ørsted	Version for submission.

Signatories

Signed	
Name	Andrew Guyton
Position	Hornsea Project Three Consents Manager
For	Ørsted Hornsea Project Three (UK) Ltd

Signed	
Name	T.B.Harris
Position	Navigation (Examiner) Manager
For	Trinity House

Table of Contents

1.	Introduction	1
1.1	Overview	1
1.2	Approach to SoCG	1
1.3	The Development.....	1
2.	Consultation	3
2.1	Application Elements Under Trinity House’s Remit	3
2.2	Consultation Summary	3
3.	Agreements Log	5
3.2	Shipping and Navigation	5
3.3	Navigational Risk Assessment	17
4.	Summary	21

List of Tables

Table 2.1:	Pre-Application Consultation with Trinity House	3
Table 2.2:	Post Application Consultation with Trinity House	4
Table 3.1:	Shipping and Navigation	6
Table 3.1:	Navigational Risk Assessment	18

Acronyms

Acronym	Description
AC	Alternating Current
DCO	Development Consent Order
EIA	Environmental Impact Assessment
Ex.A	Examining Authority
FSA	Formal Safety Assessment
HVAC	High Voltage Alternating Current
HVDC	High Voltage Direct Current
IALA	International Association of Marine Aids to Navigation and Lighthouse Authorities
IMO	International Maritime Organization
km	Kilometre
km ²	Square Kilometre
m	Metre
MCA	Maritime and Coastguard Agency
MGN	Marine Guidance Note
MSC	Maritime Safety Council
MW	Megawatt
NRA	Navigation Risk Assessment
OREI	Offshore Renewable Energy Installation
SoCG	Statement of Common Ground
TH	Trinity House
UK	United Kingdom

1. Introduction

1.1 Overview

1.1.1.1 This Statement of Common Ground (SoCG) has been prepared by Hornsea Project Three ('the Applicant') and Trinity House (TH) (together 'the parties') as a means of clearly stating the areas of agreement, and any areas of disagreement, between the two parties in relation to the proposed Development Consent Order (DCO) application for the Hornsea Project Three offshore wind farm ('the Project'). This SoCG does not deal with or extend to any development other than the Project.

1.2 Approach to SoCG

1.2.1.1 This SoCG has been developed during the pre-examination phase of the Project. In accordance with discussions between the Applicant and TH, the SoCG is focused on those issues raised by TH within its response to Scoping and the Section 42 consultation.

1.2.1.2 The structure of this SoCG is as follows:

- Section 1: Introduction;
- Section 2: Consultation;
- Section 3: Agreements Log; and
- Section 4: Summary.

1.2.1.3 It is the intention that this document will help facilitate post application discussions between both parties and also give the Examining Authority (Ex.A) an early sight of the level of common ground between both parties from the outset of the examination process.

1.3 The Development

1.3.1.1 Hornsea Three is a proposed offshore wind farm located in the southern North Sea, with a total capacity of up to 2,400 Megawatts (MW) and will include all associated offshore (including up to 300 turbines) and onshore infrastructure.

1.3.1.2 The key components of Hornsea Three include:

- Turbines and associated foundations;
- Array cables;
- Offshore substation(s) and associated foundations;
- Offshore accommodation platform(s) and associated foundations;
- Offshore export cable(s);
- Offshore and/or onshore High Voltage Alternating Current (HVAC) booster station(s) (Alternating Current (AC) transmission option only);

- Onshore cables; and
- Onshore High Voltage Direct Current (HVDC) converter/HVAC substation.

1.3.1.3 The Hornsea Three array area (i.e. the area in which the turbines are located) is approximately 696 square kilometres (km²), and is located approximately 121 kilometres (km) northeast off the Norfolk coast and 160 km east of the Yorkshire coast.

1.3.1.4 The Hornsea Three offshore cable corridor extends from the Norfolk coast, offshore in a north-easterly direction to the western and southern boundary of the Hornsea Three array area. The Hornsea Three offshore cable corridor is approximately 163 km in length.

1.3.1.5 From the Norfolk coast, underground onshore cables will connect the offshore wind farm to an onshore HVDC converter/HVAC substation, which will in turn, connect to an existing National Grid substation. Hornsea Three will connect to the Norwich Main National Grid substation, located to the south of Norwich. The onshore cable corridor is 55 km in length at its fullest extent.

2. Consultation

2.1 Application Elements Under Trinity House’s Remit

2.1.1.1 Work Nos. 1 to 5 (offshore works) detailed in Part 1 of Schedule 1 of the draft DCO describe the elements of Hornsea Three which may affect the interests of TH.

2.1.1.2 TH is the general lighthouse authority for England, Wales, the Channel Islands and Gibraltar with powers principally derived from the Merchant Shipping Act 1995 (as amended). The role of TH as a general lighthouse authority under the Act includes the superintendence and management of all lighthouses, buoys and beacons within its area of jurisdiction. TH’s role includes ensuring that offshore wind farms and their associated assets are appropriately lit and marked to ensure safety of navigation.

2.2 Consultation Summary

2.2.1.1 This section briefly summarises the consultation that Hornsea Project Three has undertaken with TH. Those technical components of the DCO application of relevance to TH (and therefore considered within this SoCG) comprise:

- Chapter 7: Shipping and Navigation; and
- Annex 7.1: Navigational Risk Assessment (NRA);

2.2.1.2 Table 2.1 summarises the consultation undertaken between the parties during the pre-application phase, and Table 2.2 the post application consultation.

Table 2.1: Pre-Application Consultation with Trinity House

Date	Detail
July 2016 Consultation Meeting	Meeting to discuss methodology for the NRA and marine traffic survey.
September 2016 Consultation Meeting	Meeting to discuss proposed navigational corridor.
November 2016 Consultation Meeting	Meeting to discuss and agree the approach to the proposed navigational corridor.
November 2016 Scoping Opinion	Confirmed that the methodology for NRA and Environmental Statement should comply with Marine Guidance Note (MGN) 543. Required that the separation between the Hornsea Three array area and Hornsea Project One and Hornsea Project Two array areas should be individually risk assessed.

Date	Detail
February 2017 Consultation Meeting	Meeting to agree results of the marine traffic surveys and to discuss proposed methodology for assessing the risk associated with non-standard layouts. Meeting also considered the inclusion of subsea offshore HVAC booster stations. .
December 2017 Consultation Meeting	Meeting to discuss changes to the design envelope post preliminary Environmental Impact Assessment (EIA) and the proposed Layout Development Principles designed to ensure the final layout post consent satisfactorily meets the TH requirements..

Table 2.2: Post Application Consultation with Trinity House

Date	Detail
August 8 th , 2018	Meeting to discuss Revision 1 of the SoCG and Trinity House's relevant representation. Overview of DCO process presented and review of draft SoCG discussed. Following this, further discussion will take place on the matters not agreed. Trinity House provided to Ørsted, a revised (2016) list of dMLs agreed with MMO and MCA. Ørsted to review and add to the SOCG.
January 2019	Meeting with TH (and MCA) to discuss and agree changes to the development principles. A new version of the development principles is being submitted at Deadline 4 and two key issues remaining not agreed. <ul style="list-style-type: none"> • Hornsea Three have included provision for a Helicopter Refuge Area, the size of which remains outstanding. • The tolerance of +/- 150m is still under discussion. Issues surrounding the perimeter development lane have been agreed (Principle 11).
February 2019	Teleconference with TH (and MCA) to discuss and agree changes to the development principles.
March 2019	During the Issue Specific Hearing Trinity House (based on a comment from MCA and Trinity House) agreed amended wording in Principle 9.

3. Agreements Log

3.1.1.1 The following section of this SoCG identifies the level of agreement between the parties for each relevant component of the application material (as identified in Section 2). In order to easily identify whether a matter is “agreed”, “under discussion” or indeed “not agreed” a colour coding system of green, yellow and orange is used in the “final position” column to represent the respective status of discussions.

3.2 Shipping and Navigation

3.2.1.1 The Project has the potential to impact upon Shipping and Navigation and these interactions are duly considered within volume 2, chapter 7: Shipping and Navigation of the Hornsea Project Three Environmental Statement. Table 3.1 identifies the status of discussions relating to this topic area between the parties.

Table 3.1: Shipping and Navigation

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
Environmental Impact Assessment			
Baseline environment	Sufficient primary and secondary data has been collated to appropriately characterise the baseline environment.	It is agreed that the shipping and navigation baseline environment has been adequately addressed in volume 2, chapter 7: Shipping and Navigation as per the methodology (section 7.6). This includes the marine traffic survey data which is considered appropriate for the assessment and demonstrates a good representation of vessels' movements within the Hornsea Three shipping and navigation study areas (including the array area, offshore cable corridor and offshore HVAC booster station search area).	Agreed
Assessment methodology	The potential effects identified within the chapter represent a comprehensive list of potential effects on shipping and navigation from the Project.	It is agreed that the Applicant has comprehensively identified appropriate navigational safety impacts on shipping and navigation receptors from the Project.	Agreed
	The evidence based approach to the assessment of effects is deemed appropriate for the purposes of predicting changes to the receiving environment.	It is agreed that the approach adopted in volume 2, chapter 7: Shipping and Navigation is appropriate to assess navigational safety impacts from the proposed Project on shipping and navigation receptors.	Agreed
	The definitions used for magnitude and sensitivity are appropriate.	It is agreed that the magnitude and sensitivity are appropriate for shipping and navigation as shown in section 7.9 of volume 2 chapter 7: Shipping and Navigation.	Agreed

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
	The worst case scenarios identified for each effect are appropriate based on the information presented in the Project Description. This includes the consideration of subsea HVAC booster stations.	It is agreed that the design parameters of the Project (as per section 1.3.1.2) would result in a worst case scenario for shipping and navigation impacts.	Agreed
	The list of projects screened into the cumulative assessment is appropriate.	It is agreed that the Applicant has adequately assessed impacts on shipping and navigation receptors, together with other projects and activities within the southern North Sea.	Agreed
Assessment conclusions	The assessment of potential changes to shipping and navigation is appropriate and no impacts from the construction, operation and maintenance and/or decommissioning of the Project will be significant in EIA terms.	<p>It is agreed that, in accordance with the outcome of the assessment presented in volume 2, chapter 7: Shipping and Navigation of the Environmental Statement that the adopted measures for impacts on shipping and navigation receptors are sufficient to bring risk to tolerable levels.</p> <p>Based on the information provided within volume 2, chapter 7: Shipping and Navigation, it is agreed that the main shipping route deviations caused by the Project in isolation are tolerable and that any directly affected regular operators have been consulted effectively (see Appendix E of volume 5, annex 7.1: NRA).</p>	Agreed

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
	<p>The assessment of potential changes to shipping and navigation is appropriate and no impact from the construction, operation and maintenance and/or decommissioning of the Project will be significant in EIA terms.</p>	<p>It is agreed that in accordance with the outcome of the assessment presented in volume 2, chapter 7: Shipping and Navigation the impacts on shipping and navigation stakeholders during construction, operation and maintenance and decommissioning are unlikely to be significant assuming that the measures adopted as part of Hornsea Three (presented in section 7.10) are implemented including the Layout Development Principles, if agreed, (contained within volume 4, annex 3.7: Layout Development Principles</p>	<p>Agreed</p>
	<p>The cumulative assessment of potential changes to shipping and navigation is appropriate and no cumulative impacts will be significant in EIA terms.</p>	<p>Based on the information provided within volume 2, chapter 7: Shipping and Navigation it is agreed that cumulative impacts including main route deviations caused by the project cumulatively are unlikely to be significant assuming that the measures presented in section 7.10 are implemented.</p> <p>It is agreed that the proposed navigational corridor between Hornsea Project Three and Hornsea Project One/Hornsea Project Two meets safety requirements set out by TH assuming that the measures presented in section 7.10 of volume 2, chapter 7: Shipping and Navigation are implemented.</p>	<p>Agreed</p>

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
	Application and use of safety zones of up to 500 metres (m) during construction, major maintenance and decommissioning phases	<p>It is agreed that that the requirement for use of construction, major maintenance and decommissioning safety zones (see Table 7.14 of volume 2, chapter 7: Shipping and Navigation) is noted and supported by TH.</p> <p>It is also agreed that TH acknowledges that an application may be made for 500m safety zones around offshore accommodation platforms and offshore HVAC booster stations within the Hornsea Three offshore cable corridor during the operation and maintenance phase in order to ensure the safety of the individuals on the platforms.</p>	Agreed
Development Principles	<p>The development principles, written in conjunction with MGN 543, will effectively manage layout design post consent.</p> <p>Principle 8 states: <i>Surface Infrastructure within an Internal Development Lane shall be-positioned to a tolerance of up to 100 m from the centre line of the Internal Development Lane It is agreed that this tolerance is a maximum and any micro-siting required due to sea bed obstructions etc., shall be included within those parameters.</i></p>	TH now agree with the wording of Principle 8	Agreed
	<p>The agreed rewording of Principle 8 required Principle 9 to be clarified to state: <i>Blade over sail is allowed for structures within Internal Development Lanes but shall comply with Principles 3 and 4</i></p>	Clarification of Principle 9 was discussed and agreed with Trinity House at Issue Specific Hearing 8 of the Examination	Agreed

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
	<p>The development principles, written in conjunction with MGN 543, will effectively manage layout design post consent.</p> <p>Principle 11 – curved boundary development lanes do not prevent search and rescue operations being undertaken, and given the additional restriction on exposed peripheral turbines do not create a risk to surface navigation</p> <p><u>Principle 11 has now been reworded as follows (Appendix 55 Applicants response to Deadline 4):</u></p> <p><i>(a) Subject to (b), the position of Surface Infrastructure within a Perimeter Development Lane around the Hornsea Three Array Area and a Phase shall be arranged in straight lines (to a tolerance of ± 50m) without any dangerously projecting peripheral structures, and shall comply with Principles 1 and 2.</i></p> <p><i>(b) A Perimeter Development Lane around the Hornsea Three Array Area and a Phase may be arranged in a curved line where required to manage the interrelationship with existing or proposed offshore infrastructure, subject to the degree of curvature having been agreed with the MMO in consultation with the MCA and TH.</i></p>	<p><u>Consultation with Applicant on the Development Principles on 10/01/2019:</u></p> <p>Based on the revised wording TH is in agreement with Principle 11</p>	<p>Agreed</p>

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
	<p>The Navigational Risk Assessment (NRA) supports the case for a single line of orientation (SLoO) within the array given the low levels of vessel activity within the area and the extensive consultation undertaken. A SLoO is in accordance with MGN543 and consultation with the MCA and TH commenced in 2017 where the scope of the NRA was agreed to demonstrate the safety justification for a SLoO. The NRA concludes that a SLoO is acceptable and that impacts to surface navigation and SAR activities are as low as reasonably practicable.</p>	<p>On the basis of the NRA and a safety assessment (as demonstrated within the NRA) submitted to the Hornsea Three DCO examination, the detailed layout shall include SAR Access Lanes parallel to turbine development corridors based on a single line of orientation within the Hornsea Three Array Area and any Phase.</p>	<p>Agreed</p>
<p>Draft Development Consent Order (Navigation conditions for inclusions within Deemed Marine Licences (dML) (as agreed with MMO and MCA, Revised November 2016))</p>			
<p>Notifications and Inspections</p>	<p>Hornsea Project Three has no objections to this DCO condition</p>	<p>The undertaker must inform the MMO Coastal Office in writing at least 5 days prior to the commencement of the authorised project or any part thereof, and within 5 days of completion of the authorised project.</p> <p>The Kingfisher Information Service of Seafish, must be informed of details of the vessel routes, timings and locations relating to the construction of the authorised project or any part thereof by email to kingfisher@seafish.co.uk:-</p> <p>a) at least 2 weeks prior to the commencement of offshore activities, for inclusion in the Kingfisher Fortnightly Bulletin and offshore hazard awareness data, and;</p> <p>b) as soon as reasonably practicable and no later than 24 hours of completion of all offshore activities.</p> <p>Confirmation of notification must be provided to the MMO within 5 days.</p>	<p>Agreed</p>

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
	Hornsea Project Three has no objections to this DCO condition	The undertaker must ensure that a local notice to mariners is issued at least 10 days prior to the commencement of the authorised project or any part thereof advising of the start date of each Work No.<insert> and the expected vessel routes from the construction ports to the relevant location. Copies of all notices must be provided to the MMO and UKHO within 5 days.	Agreed
	Hornsea Project Three has no objections to this DCO condition	The undertaker must ensure that local notice to mariners are updated and reissued at weekly intervals during construction activities and at least 5 days before any planned operations and maintenance works and supplemented with VHF radio broadcasts agreed with the MCA in accordance with the construction and monitoring programme approved under deemed marine licence condition <insert>. Copies of all notices must be provided to the MMO and UKHO within 5 days.	Agreed
	Hornsea Project Three asks that Trinity House provide the relevant contact details (e.g. email address) to submit information to.	The undertaker must notify the UKHO of the completion (within 10 days) of the authorised project or any part thereof in order that all necessary amendments are made to nautical charts. Copies of all notices must be provided to the MMO within 5 days.	Agreed

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
	Hornsea Project Three has no objections to this DCO condition	In case of damage to, or destruction or decay of, the authorised project or any part thereof the undertaker shall as soon as reasonably practicable and no later than 24 hours following the undertaker becoming aware of any such damage, destruction or decay, notify MMO, MCA, Trinity House and the UKHO.	Agreed
<p>Pre-construction plans and documents: The authorised project shall not commence until the following have been submitted to and approved by the MMO. Each programme, statement, plan, protocol, scheme or other detail required to be approved under this condition must be submitted to the MMO for approval at least 4 months prior to the commencement of the authorised project except where otherwise stated.</p>	Hornsea Project Three is reviewing this DCO condition	<p>A plan to be agreed in writing with the MMO following appropriate consultation with Trinity House and the MCA setting out proposed details of the authorised project, including the:</p> <ul style="list-style-type: none"> a) number, dimensions, specification, foundation type(s) and depth for each WTGs, offshore platforms, substations and meteorological masts; b) the grid coordinates of the centre point of the proposed location for each WTG, platform, substation and meteorological mast; c) proposed layout of all cables; and d) location and specification of all other aspects of the authorised project. 	Agreed
	Hornsea Project Three is reviewing this DCO condition	An Aids to Navigation Management Plan to be agreed in writing by the MMO following appropriate consultation with Trinity House specifying how the undertaker will ensure compliance with conditions (1) to (4) of ' Aids to Navigation ' from the commencement of construction of the authorised project to the completion of decommissioning	Agreed

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
	Hornsea Project Three has agreed this DCO condition	<p>No part of the authorised project may commence until the MMO, in consultation with the MCA, has given written approval for an Emergency Response Co-operation Plan (ERCoP) which includes full details of the emergency response co-operation plans for the construction, operation and decommissioning phases of that part of the authorised project in accordance with the MCA recommendations contained within MGN 543 "Offshore Renewable Energy Installations (OREIs)- Guidance on UK Navigational Practice, Safety and Emergency Response Issues".</p> <p>The ERCoP and associated guidance and requirements must be implemented as approved, unless otherwise agreed in writing by the MMO in consultation with the MCA.</p> <p>The document must be reviewed at least annually or whenever changes are identified, whichever is sooner, and any proposed changes must be submitted to the MMO in writing for approval, in consultation with MCA</p>	Agreed
Aids to Navigation	Hornsea Project Three has no objections to this DCO condition	The undertaker shall during the whole period from the commencement of construction of the authorised project to the completion of decommissioning exhibit such lights, marks, sounds, signals and other aids to navigation, and to take such other steps for the prevention of danger to navigation as Trinity House may from time to time direct.	Agreed

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
		<p>The undertaker must during the whole period from the commencement of construction of the authorised project to the completion of decommissioning keep Trinity House and the MMO informed of progress of the authorised project including:</p> <ul style="list-style-type: none"> a. notice of commencement of construction of the authorised project within 24 hours of commencement having occurred; b. notice within 24 hours of any aids to navigation being established by the undertaker; and c. notice within 5 days of completion of construction of the authorised project. 	
	Hornsea Project Three has no objections to this DCO condition	The undertaker must report the availability of aids to navigation to Trinity House daily using the reporting system provided by Trinity House.	Agreed
	Hornsea Project Three has no objections to this DCO condition	The undertaker must during the whole period from the commencement of construction of the authorised project to the completion of decommissioning notify Trinity House and the MMO of any failure of the aids to navigation and the timescales and plans for remedying such failures, as soon as possible and no later than 24 hours following the undertaker becoming aware of any such failure.	Agreed
Arbitration	Article 37 and Schedule 13 (Arbitration rules) HOW03 has included provision of arbitration rules in the dDCO.	Trinity House have raised concerns with the Planning Inspectorate, similar to the MMO, that it would be subject to the Arbitration Clause. As per the request of the ExA, Trinity House has proposed revised wording, making clear Trinity House would not be subject to the Arbitration Clause.	Under Discussion

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
Colouring of structures	Hornsea Project Three has no objections to this DCO condition	Except as otherwise required by Trinity House the undertaker must paint all structures forming part of the authorised project yellow (colour code RAL 1023) from at least HAT to a height as directed by Trinity House. Unless the MMO otherwise directs, the undertaker must paint the remainder of the structures grey (colour code RAL 7035).	Agreed

3.3 Navigational Risk Assessment

- 3.3.1.1 The Project has the potential to impact upon shipping and navigation and these interactions are duly considered within the technical document volume 5, annex 7.1: NRA of the Hornsea Project Three Environmental Statement, which is designed to specifically meet the requirements of the MCA guidance. Table 3.2 identifies the status of discussions relating to this topic area between the parties.

Table 3.1: Navigational Risk Assessment

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
Navigational Risk Assessment			
Baseline environment	Sufficient primary and secondary data has been collated to appropriately characterise the baseline environment.	It is agreed that the shipping and navigation baseline environment has been adequately addressed in volume 5, annex 7.1: NRA. This includes the marine traffic survey data which is considered to meet the requirements of MGN 543 and is appropriate for use within the NRA (see Table 5.1 in the NRA).	Agreed
	The potential effects identified within the chapter represent a comprehensive list of potential effects on shipping and navigation from the Project	It is agreed that all relevant shipping and navigation receptors have been identified as required by the Methodology for Assessing Marine Navigational Safety Risks of Offshore Wind Farms (MCA, 2015) and the MCA's MGN 543.	Agreed
Assessment methodology	The Formal Safety Assessment (FSA) approach to the assessment of effects is deemed appropriate for the purposes of predicting potential effects on shipping and navigation receptors.	It is agreed that volume 5, annex 7.1: NRA satisfactorily meets the requirement of the International Maritime Organization's (IMO) FSA approach as per Guidelines for FSA – Maritime Safety Council (MSC)/Circular 1023/MEPC/Circular 392 (IMO, 2002).	Agreed

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
	The mathematical models used to assess collision and allision risk are appropriate and meet requirements of relevant guidance.	It is agreed that the mathematical modelling undertaken for Hornsea Three meets the requirements of the Methodology for Assessing Marine Navigational Safety Risks of Offshore Wind Farms (MCA, 2015) and that all values output from the models were within broadly acceptable parameters as detailed within section 18 of volume 5, annex 7.1: NRA and volume 5, annex 7.1: Appendix A.	Agreed
	The Hazard Workshop was undertaken allowing adequate local consultation and the hazard log was an effective tool to feed into the NRA.	It is agreed that the Hazard Workshop undertaken meets the requirements of the MCA's Methodology for Assessing Marine Navigational Safety Risks of Offshore Wind Farms (MCA, 2015) and that the hazard log (see Appendix B of volume 5, annex 7.1) allowed local users' input into the impacts assessed within the NRA.	Agreed
	The list of projects included within the cumulative assessment (in the NRA) are appropriate	The projects listed within section 21 of volume 5, annex 7.1: NRA are inclusive of all those likely to cause any cumulative effects on shipping and navigation receptors, which is then assessed within section 22 (as per the methodology defined in section 3.3 of the NRA).	Agreed

Discussion Point	Hornsea Project Three Position	Trinity House Position	Final Position
Assessment conclusions	The assessment of potential effects on shipping and navigation is appropriate and no impacts from the construction, operation and maintenance and/or decommissioning of the Project will be unacceptable as per the FSA.	It is agreed that, in accordance with the outcome of the assessment presented in volume 5, annex 7.1: NRA that the impacts on shipping and navigation receptors and that measures adopted as part of Hornsea Three are sufficient to bring risk to tolerable levels.	Agreed
	The assessment conclusions with regards to the Proposed Navigational Corridor had been successfully resolved as part of the NRA process.	The assessment conclusions for the consideration of a proposed navigational corridor (section 22.9 of volume 5, annex 7.1: NRA) are agreed and the minimum width is considered as low as reasonably practicable.	Agreed
	No further mitigation to those embedded measures identified is necessitated as a result of the assessment conclusions.	May require changes to marking and lighting, but it is noted that that agreement on lighting and marking with TH is considered a designed in measure.	Agreed
Draft Deemed Marine Licence			
Standard Conditions	Standard conditions have been included within the Hornsea Three DML application, where applicable.	TH are content with the DML conditions which have been included, where applicable.	Agreed

4. Summary

- 4.1.1.1 This summary section identifies those matters raised by the TH during the pre-application consultation that have yet to be resolved and are subject to ongoing discussion as of the last consultation meeting held with the TH.
- 4.1.1.2 Upon receipt of the safety justification and the NRA, Trinity House are now in agreement with Principle 3 for surface navigation.
- 4.1.1.3 Final DCO conditions are now agreed save for Article 37 and Schedule 13 – the Arbitration rules. Trinity House have concerns they will be subject to the arbitration rules and have proposed revised wording, making clear they would not be subject to the Arbitration Clause.
- 4.1.1.4 There then remains no further matter of disagreement between the TH and Hornsea Project Three.