

From: [REDACTED]
To: [Immingham OCGT](#)
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Subject: Written Response for Deadline 6a - Hornsea 1 Limited [S+W-LegalDiv.FID5120649]
Date: 23 January 2020 11:37:56
Attachments: [REDACTED]

Dear Sirs

Please find attached a written response for Deadline 6a on behalf of our client Hornsea 1 Limited.

Please contact me if you require any further information.

I would be grateful if you could confirm receipt of this email.

Kind Regards

Kenna

Kenna Bisset
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1. Sections 127 and 138 of the Planning Act 2008

- 1.1 Hornsea 1 Limited (“**Hornsea 1**”) is the developer of the Hornsea One Offshore Wind Farm (“**Hornsea Project One**”) and has submitted a number of representations in respect of the application for the Immingham Open Cycle Gas Turbine Order (“**the Order**”). The objections to the grant of the Order and the reasons for those objections currently remain.
- 1.2 As requested by the Examining Authority Hornsea 1 has summarised its case in respect of Section 127 and Section 138 of the Planning Act 2008 (“**2008 Act**”) below. It should be noted however (again as further explained below) that discussions with VPI Immingham B Limited (“**the Applicant**”) have progressed well over the last week and we remain hopeful that a package of protections, being appropriate protective provisions and a crossing agreement, can be put in place which would allow objections by Hornsea 1 to be withdrawn before the close of the Examination.
- 1.3 Section 127 of the 2008 Act applies in respect of the compulsory acquisition powers sought by the Applicant as these compulsory acquisition powers are being sought over land in which Hornsea 1 holds an interest for the purposes of its statutory undertaking¹. These are plots 59, 60, 61, 62, 63, 64, 68, 69, 70, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 90, 91, and 92, as described in the Applicant’s Book of Reference submitted at Deadline 4, (“**the Relevant Land**”).
- 1.4 Hornsea 1 has acquired leases, and associated rights, within areas of the Relevant Land (“**Interests in Land**”) in order to lay, maintain etc. electricity supply cables and other associated apparatus (collectively “**the Apparatus**”). The Apparatus has now been laid in the Relevant Land and connects the Hornsea Project One offshore generating station with the onshore substation.
- 1.5 Without the protections of appropriate protective provisions and a crossing agreement, Hornsea 1 submits that the inclusion of compulsory acquisition powers under the Order in respect of the Relevant Land (and/or the Apparatus therein) could lead to serious detriment to Hornsea

¹ Hornsea 1 Limited is a statutory undertaker for the purposes of the 2008 Act by virtue of having been granted a generation licence by the Office of Gas and Electricity Markets.

Project One and to its and any future Offshore Transmission Owner's statutory undertaking and therefore in terms of Section 127 such powers should not be included in any grant.

- 1.6 Section 138 of the 2008 Act is engaged by Article 29 of the draft Order. This Article would enable the Applicant to extinguish or relocate apparatus of statutory undertakings. As described in paragraph 1.4 above, Hornsea 1 holds Interests in Land over the Relevant Land and has installed Apparatus for the purpose of their Statutory Undertaking. Hornsea 1 submits it would be of serious detriment to their undertaking, and their own Nationally Significant Infrastructure Project, if the Applicant is granted the unfettered right to extinguish rights and remove apparatus in the terms sought and does not consider that it has been demonstrated that such powers are necessary in respect of the Relevant Land and/or the Apparatus.
- 1.7 Hornsea 1 and the Applicant have had positive detailed discussions on the terms of protective provisions (to be included in the Order) and a proposed crossing agreement. The form of protective provisions and agreement are close to being finalised. If the remaining issues can be agreed and thereafter (i) the protective provisions included in the Order; and (ii) the crossing agreement entered into by the parties, then Hornsea 1 would be in a position to withdraw its objection.