

HORNSEA PROJECT FOUR OFFSHORE WIND FARM

DEADLINE 5

20 JUNE 2022

1. INTRODUCTION

- 1.1 We act for Doggerbank Offshore Wind Farm Project 1 Projco Limited (**DBA Projco**) and Doggerbank Offshore Wind Farm Project 2 Projco Limited (**DBB Projco**).
- 1.2 DBA Projco has the benefit of development consent pursuant to The Dogger Bank Creyke Beck Offshore Wind Farm Order 2015 (the **Dogger Bank Order**) to construct and operate an offshore wind farm known as the Dogger Bank A Offshore Wind Farm (**DBA**).
- 1.3 DBB Projco has the benefit of development consent pursuant to the Dogger Bank Order to construct and operate an offshore wind farm known as the Dogger Bank B Offshore Wind Farm (**DBB**). Together, DBA and DBB are referred to as the DB Projects.
- 1.4 The draft DCO (**dDCO**) for the Hornsea Four Offshore Wind Farm project (**Hornsea Four**) contains measures which are intended to:
 - 1.4.1 amend the Dogger Bank Order to require approval of certain measures by Orsted Hornsea Project Four Limited (the **Promoter**) (Schedule 13 to the dDCO); and
 - 1.4.2 afford protection to DBA Projco and DBB Projco in respect of the impacts of Hornsea Four on DBA and DBB (Part 7 of Schedule 9 to the dDCO).
- 1.5 This submission is made on behalf of DBA Projco and DBB Projco, in order to set out the amendments it requires to be made to Schedule 13 to the dDCO and Part 7 of Schedule 9 to the dDCO.
- 1.6 The DB Projects are both nationally significant infrastructure projects which are currently in construction. It is imperative that Hornsea Four does not delay or threaten the delivery of DBA or DBB.
- 1.7 For the purposes of the Planning Act 2008 and section 127, DBA Projco and DBB Projco are statutory undertakers and the land included within the order limits pursuant to the Dogger Bank Order is statutory undertakers' land. DBA Projco and DBB Projco require Schedule 13 to the dDCO and Part 7 of Schedule 9 to the dDCO to be in their preferred form to ensure that there is no serious detriment to the carrying on of DBA Projco and DBB Projco's undertaking.

2. SCHEDULE 13 TO THE DDCO

- 2.1 Please find enclosed a clean version of DBA Projco and DBB Projco's preferred draft of Schedule 13 to the dDCO together with a tracked change version (which shows the difference between DBA Projco and DBB Projco's preferred draft of Schedule 13 and the version of Schedule 13 included in the dDCO submitted by the Promoter at Deadline 4).
- 2.2 Paragraph 3 of Schedule 13 identifies a number of measures which can no longer be applied on the basis that the time limit for exercising them as expired: please see Article 23 of the Dogger

Bank Order. Therefore, there is no need to include the measures identified at Paragraph 3(2)(f) to (j) and Paragraph 3(2)(n) and so these have been deleted,

2.3 A new Paragraph 4 has been included to ensure that any approval of the Promoter is given in writing and is not unreasonably withheld or delayed. This provision is required to ensure that the approval of the Promoter does not delay the delivery of DBA or DBB.

2.4 A new Paragraph 5 has been included to provide for deemed approval if the Promoter does not respond to DBA Projco or DBB Projco.

3. PART 7 OF SCHEDULE 9 TO THE DDCO

3.1 Please find enclosed a clean version of DBA Projco and DBB Projco's preferred draft of Part 7 of Schedule 9 to the dDCO together with a tracked change version (which shows the difference between DBA Projco and DBB Projco's preferred draft of Part 7 of Schedule 9 and the version of Part 7 of Schedule 9 included in the dDCO submitted by the Promoter at Deadline 4).

3.2 A new Paragraph 2 has been included to clarify the extent of the protective provisions which apply to DBA and DBB and to make it clear that only Part 7 of Schedule 9 applies. On the basis that DBA Projco and DBB Projco are electricity undertakers, Part 1 of Schedule 9 to the dDCO would also regulate the relationship between Hornsea Four and the DB Projects. This is not appropriate, particularly given that Part 1 of Schedule 9 to the dDCO goes beyond the scope of Part 7 of Schedule 9 and allows for removal of apparatus etc. which is not appropriate.

3.3 A new Paragraph 3 has been included to include a right of approval of certain matters in favour of DBA Projco and DBB Projco for the exercise of certain powers by the Promoter pursuant to the dDCO. This is a reciprocal power to that included by the Promoter in Schedule 13 to the dDCO and applies to the extent that the Promoter exercises powers in the Dogger Bank limits of deviation. This Paragraph is in substantially the same form as the reciprocal power included by the Promoter in Schedule 13 to the dDCO.

3.4 The old Paragraph 4(2) has been deleted as it is not considered appropriate for a deemed approval provision to apply given the fact that the DB Projects are likely to be operational.

3.5 A new Paragraph 8 has been inserted to afford protection to the DB Projects apparatus. This provision is required because the DB Projects are likely to have completed construction before Hornsea Four commences construction, and so a process to protect the operational apparatus of the DB Projects during the construction of Hornsea Four is required. This Paragraph is in substantially the same form as the protection afforded to another electricity undertaker (National Grid Electricity Transmission plc) in Paragraph 10 of Part 3 of Schedule 9 to the dDCO and expands on the protection that would have been afforded to DBA Projco and DBB Projco by Paragraph 7 of Part 1 of Schedule 9 to the dDCO.

3.6 A new Paragraph 9 has been inserted to ensure that DBA Projco and DBB Projco can recover costs associated with Hornsea Four. This Paragraph is in substantially the same form as the protection afforded to another electricity undertaker (National Grid Electricity Transmission plc) in Paragraph 11 of Part 3 of Schedule 9 to the dDCO and expands on the protection that would have been afforded to DBA Projco and DBB Projco by Paragraph 9 of Part 1 of Schedule 9 to the dDCO.

3.7 A new Paragraph 10 has been inserted to ensure that DBA Projco and DBB Projco are indemnified in respect of any damage caused to the DB Projects by Hornsea Four. This Paragraph is required on the basis that the DB Projects are likely to be operational before Hornsea Four commences construction and so require financial protection for any damage or interruption caused to the DB

Projects by Hornsea Four. This Paragraph is in substantially the same form as the protection afforded to another electricity undertaker (National Grid Electricity Transmission plc) in Paragraph 12 of Part 3 of Schedule 9 to the dDCO.

- 3.8 A new Paragraph 12 has been inserted to ensure that DBA Projco and DBB Projco can continue to access the DB Projects in the event that access is materially obstructed. This Paragraph is in substantially the same form as the protection afforded to another electricity undertaker (National Grid Electricity Transmission plc) in Paragraph 15 of Part 3 of Schedule 9 to the dDCO.

4. NEXT STEPS

- 4.1 DBA Projco and DBB Projco request that the examining authority (**ExA**) recommend that the final DCO (the **DCO**), if made, includes Schedule 13 and Part 7 of Schedule 9 in the form appended to this submission. DBA Projco and DBB Projco also request that the Secretary of State makes the DCO, if made, including Schedule 13 and Part 7 of Schedule 9 in the form appended to this submission.
- 4.2 DBA Projco and DBB Projco will work with the Promoter to seek to agree the terms of Schedule 13 and Part 7 of Schedule 9 to the dDCO.

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