



Hornsea Project Four

Applicant's comments on NEO's Deadline 7 submissions

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1 Applicant's response to NEO Energy's (NEO) submissions at Deadline 7 (REP7-106) and (REP7-107)

- 1.1.1.1 The Applicant refers the Examiners to NEO's response at DL6 (REP6-061) where NEO conceded that a radius of 2.7 nautical miles from the Babbage Platform to the tip of the nearest turbine allows NEO to undertake safe helicopter operations. Any distance over 2.7nm is in NEO's own submissions to address the perceived commercial impacts. NEO do make a brief reference to safety impacts at paragraph 2.8 of their DL7 submission (REP7-106) however the contention upon which they rely is the need for an increased number of flights by helicopter being "one of the riskier aspects of working offshore". The Applicant contends that if it was a safety issue NEO would not have accepted 2.7nm as a suitable distance at DL6 subject to the payment of compensation.
- 1.1.1.2 The Applicant does not propose to revise their proposed protective provisions as detailed at Schedule 9 Part 9 of the draft DCO (REP7-039)

1.2 Aviation and Helicopter Impacts

- 1.2.1.1 The Applicant continues to submit that the increase in the number of flights will be negligible. It is therefore a commercial issue and not one of safety. Commercially, the Applicant does not consider compensation is due as any financial impact would be de-minimus and should be absorbed by NEO in the usual course of operations. The impact is certainly not of an order likely to detrimentally affect the economics of the Babbage field, causing early cessation of production and consequential effects on the MER policy. In short, it is a logistical inconvenience.
- 1.2.1.2 NEO's submissions at DL7 repeat their submissions at DL2 (REP2-066) and the Applicant does not propose to repeat the detailed response made at DL3 (REP3-030) within this response save for to address the perceived difference in payload at para. 2.7 of NEO's DL7 submission. NEO's proposal for a 3.14nm Restricted Area in their proposed protective provisions (REP7-107) is premised on their wish to have the option to fly with a full payload of 12 passengers versus the reduced payload of 8 passengers. The Applicant understands that NEO routinely fly with 8 passengers and not 12 passengers so the likelihood is that there would not be an impact on the number of flights in the course of routine operations. In any event this possible restriction of 2.7nm resulting in a loss of 400kg payload will only occur on a hot day with a light wind from an arc 350 deg to 060 deg. [Appendix A1 - Platform Specific Data Table 3.8 \(APP-087\)](#) shows this occurs for between **0.5% and 2.0%** of each year during daytime. NEO has not provided evidence to counter this analysis.

1.3 Shipping and Navigation Impacts

- 1.3.1.1 NEO maintain at paragraph 2.10 of their DL7 submission (REP7-106) that there "*could be significant shipping and navigation impacts*" and have sought to include provisions to protect their position at para 6 to 9 of REP7-107. NEO have failed to provide evidence to counter the conclusions of the Allision Technical Report (APP-087) which is based on the Navigational Risk Assessment (NRA). Once again in this context the Applicant does not propose to repeat their submissions made at DL3 (REP3-030) save to say that one additional

vessel per day passing within 2nm of the Babbage platform does not equate to a need for any live monitoring equipment or aids to navigation if these were not required previously.

- 1.3.1.2 Based on the conclusions of the NRA, both the MCA and Trinity House agreed with the Applicants approach. The Applicant has committed to deploying aids to navigation (marking and lighting) in accordance with the latest relevant available standard industry guidance and as advised by Trinity House, MCA and the Civil Aviation Authority as appropriate. This will include a buoyed construction area in consultation with Trinity House. The following conditions secure the aids to navigation and the aids to navigation management plan - DCO Schedule 11, Part 2 - Condition 8 and Condition 10; DCO Schedule 12, Part 2 - Condition 8 (Aids to navigation) and DCO Schedule 11, Part 2 - Condition 13(1)(j) and Condition 10 and DCO Schedule 12, Part 2 - Condition 13(1)(j) ([REP7-039](#))
- 1.3.1.3 It is acknowledged by the Applicant this applies to the installation of aids to navigation during construction and operation for Hornsea Four assets, though it should be noted that Trinity House would have the power to require aids to navigation more generally if they felt it necessary. The typical aids to navigation are described in Section 23. 'Commitments Included as Part of Hornsea Four' of the NRA (Part 2) ([APP-082](#)) and committed to as Commitment Co93.
- 1.3.1.4 The Applicant will also undertake during and post-construction vessel monitoring to confirm the conclusions of the NRA. If at that point the Applicant identifies a discrepancy between the NRA predicted impacts and actual impacts then the Aids to Navigation to be installed would be reviewed by Trinity House and the Aids to Navigation Management Plan, which describes how these would be managed, (by Condition 13 (1)(i)) would be updated. But it would be up to Trinity House to determine what aids to navigation and management would be required.
- 1.3.1.5 The Applicant would submit that including a provision at paragraph 6 ([REP7-107](#)) of Neo's proposed protective provisions is unnecessary as there is clearly sufficient protection within Schedule 11 and 12 of the draft deemed Marine Licences to ensure mariners are protected.
- 1.3.1.6 NEO have sought to include a provision at paragraph 7 ([REP7-107](#)) of their proposed protective provisions to determine at their discretion whether there is an adverse impact on maritime traffic in connection with the authorised development. As noted above the Applicant will monitor vessel movements and liaise with the competent authorities in this regard. As good neighbours the parties will continue to speak to each other not least to ensure any simultaneous operations can be undertaken safely. This does not require a provision in the DCO. If NEO conclude that an impact has arisen then they should address this as part of any revision to their safety case. The Applicant would contend that affording such discretion to NEO to determine whether an impact has occurred fails to acknowledge that there are processes in place governed by regulatory bodies to ensure the safe passage of mariners. These have also been thoroughly assessed as part of the examination of Hornsea Four.

1.4 Indemnities and Expenses

- 1.4.1.1 The Applicant disagrees with the need to include the indemnity and recovery of expenses proposed in paragraph 10 of Neo's protective provisions ([REP7-107](#)). The Applicant intends to finalise the layout of the array as soon as possible following receipt of a positive DCO. In

finalising the layout, the Applicant may wish to engage NEO to discuss placing turbines within the Restricted Area (being 2.7nm as included in the Applicants proposed protective provisions (Schedule 9 Part 9 of the draft DCO [REP7-039](#) and as justified in [REP3-030](#)). This would be a commercial discussion and does not require to be governed under the protective provisions.

- 1.4.1.2 An indemnity for offshore wind activities is not required because offshore wind activities can take place within the Restricted Area. The Restricted Area has been included to address helicopter access. It is not required for vessel access. However, if the Applicant proposes to undertake offshore wind activities within 500m of the platform then a proximity agreement on reasonable terms would be entered into and any indemnity would be contained within the proximity agreement.
- 1.4.1.3 The conclusion that paragraph 10(1) of NEO's proposed protective provisions should be disregarded means the remainder of the proposed indemnity does not require further consideration.

1.5 Co-operation

- 1.5.1.1 NEO's proposed Co-operation provision at paragraph 11 ([REP7-107](#)) is at first glance reasonable but the Applicant would contend is unnecessary. The Restricted Area is in place to address helicopter access and therefore the commitment not to put turbines in that area (unless by way of agreement) should address NEO's concerns. Any other offshore activities including investigation, survey or other activity relating to the *evaluation of development construction operation and maintenance and/or decommissioning of the authorised development, including the jack up or other vessel* should only be of concern to NEO if it is within 500m of the platform. In line with good offshore wind industry practice the Applicant will seek to enter into a proximity agreement with NEO on reasonable terms if Relevant Activities are undertaken within 500m of the platform and the Applicant would expect NEO to do the same if activities took place within 500m of offshore wind infrastructure. In any event there is a provision of information requirement at para. 5 ([REP7-039](#)) of the Applicants proposed protective provisions that ensures both parties are kept informed of Relevant Activities. Relevant Activities encompass all development activities undertaken within or adjacent to the Restricted Area.

1.6 Arbitration

- 1.6.1.1 Finally, the Arbitration clause at paragraph 12 of Neo's protective provisions ([REP7-107](#)) is not required as there is an expedited process set out at Schedule 14 of the DCO. The Applicant acknowledges that other protective provisions contained within Schedule 9 contain bespoke arbitration provisions but the Applicant cannot identify a need to deviate from the Arbitration provisions in Schedule 14 in this case.