

National Infrastructure Directorate
The Planning Inspectorate
Temple Quay House
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Bristol
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Orsted Hornsea Project Four Limited
Development Consent Order (DCO) Application for Hornsea Project Four
Offshore Windfarm
Application Reference: EN010098

16 May 2023

Response to Request for Information

Our ref. EN010098

Dear Mr Johansson

Please accept this cover letter and supporting documents on behalf of the Applicant, in response to the Request For Information (RFI) letter made available via the Planning Inspectorate website, dated 27 April 2023.

Request for Information relating to Harbour Energy

5. The Secretary of State (SoS) is correct that scenario 4 refers to page 7 of Harbour's deadline 8 submission as quoted in the letter dated 27 April 2023.

6. Without prejudice to the Applicant's position, the Applicant has prepared a set of protective provisions appended to this submission as requested by the Secretary of State at [G14.2](#). These are submitted together with two amended plans labelled Johnston Protective Provisions Plan (Applicant) and Johnston Protective Provisions Plan (Harbour). The protective provisions address scenario 4 and when compensation might be required in these circumstances and how compensation for any such additional costs might be assessed if not agreed. The Applicant maintains its position on the requirement for and the merits of the protective provisions submitted at ([REP7-039](#)) [Deadline 7 Submission - C.1.1 Draft Development Consent Order \(DCO\) \(Clean\)](#).

The Applicant submitted at [REP6-040](#) paragraph 3.1.1.1 that there may be a commercial impact to Harbour Energy relating to a small proportion of flights that could be delayed due to the presence of the wind turbines during certain weather conditions. This would arise if Harbour Energy decommissioned during construction or the operational phase of Hornsea Four. The Applicant maintains that this would be a minimal commercial impact and would not prevent or significantly delay the decommissioning of the Johnston production wells.

Mechanism for payment of additional costs

Without prejudice to the Applicant's position that the commercial impact would be minimal the Applicant has included a mechanism for payment of additional costs

incurred by Harbour Energy within the attached set of protective provisions. The Applicant submits that it is imperative that the definition of additional costs prescribes the costs to be paid by the undertaker and is clear that those costs must be directly attributable to the presence of the wind turbines. Harbour Energy must seek to minimise and mitigate such costs taking into consideration the programme of activities proposed by the undertaker. Discussions over the last two years have focussed upon helicopter access to the rig during the decommissioning phase of Harbour's operations and that any missed flights could cause delay to the decommissioning programme and lead to additional costs being incurred. This is the basis for the elements in the additional costs calculation: additional rig day rates, helicopter costs for extra flights and the use of vessels in place of flights if flying is not possible.

The criteria for determining if compensation is payable is whether the flight could have taken place in those specific weather conditions but for the windfarm. It is important that all costs are evidenced as being due to missed flights caused by the presence of the windfarm as it is common for flights to be cancelled due to weather conditions, particularly if Harbour schedule to decommission during the winter months.

The draft DCO provides for arbitration at article 39 to which any dispute can be referred.

The definition of *aviation corridor* includes two alternative distances of 800m or 1,400m and the definition of *wtg exclusion zone* includes alternative distances of 900m or 1,600m. The former distances for each definition are the Applicants proposed distances with the latter being those distances proposed by Harbour Energy in scenario 4. The Applicant is firmly of the view that it would be disproportionate to sterilise a larger area than proposed in the draft DCO submitted at deadline 7 [REP7-039](#) and would therefore propose that if the SoS were minded to include an additional costs mechanism as drafted in the attached set of protective provisions, that this is done applying the smaller buffer areas of 800m and 900m. The Applicant's submissions throughout the examination have clearly demonstrated that these distances allow safe helicopter operations and is consistent with the real-life operational experience within the North Sea windfarms. As noted above, alternative protective provision plans have been submitted with the intention that one plan is certified dependent upon the distance preferred by the SoS.

Sterilisation of area and timing of Hornsea Four activities.

A key point to note is that if the SoS imposes the set of protective provisions outlined in scenario 4 a significant area of the Hornsea Four array would be rendered sterilised, even though the wellheads and pipeline may have been decommissioned prior to the construction of the wind farm. This will be the case even if the Johnston Assets are decommissioned a considerable time in advance of Hornsea Four construction because the construction programme (which currently envisages wind turbine installation by 2029) requires finalisation and approval of the array layout by 30th September 2024. The requirement to finalise the layout is due to the well documented and considerable supply chain constraints. The Applicant intends to carry out geotechnical surveys in 2025. This survey will need to follow specific approved wind

turbine positions (subject to micro-siting) to determine which foundation type and vessels to procure. The cost of the geotechnical survey is approximately €9 million. It is also not possible to offer alternative layouts to address both circumstances of constructing before or after decommissioning. As previously submitted at paragraph 4.1.1.1 of [REP7-089](#) the positions of the turbines are optimised using a complex algorithm around the known constraints and any movement or loss of a turbine results in a sub-optimal layout. The Applicant is further constrained by an assumed maximum 12-month piling window proposed within its Environmental Statement and underlying documents, including the Marine Mammal Mitigation Protocol which means to install turbines in the area post decommissioning of the Johnston Assets is not considered a viable option. A large area would therefore effectively be carved out of Hornsea Four and remain sterilised even if Harbour decommissions before construction of the windfarm.

If the intention of the SoS is to ensure Harbour are kept whole then, without prejudice to the Applicant's position that compensation is not required due to the minimal impact, the additional costs mechanism together with the distances of 800m and 900m would achieve this objective.

The Applicant and Harbour continue to keep each other informed of relevant activities. Both parties recognise the need to collaborate and when needed, enter into a proximity agreement.

Amendment to Part 3 of Schedule 15

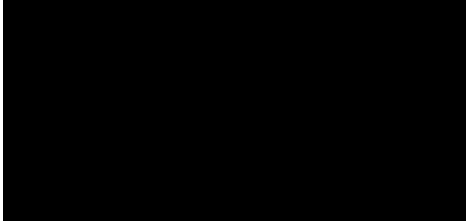
In preparing this response the Applicant has noted that Part 3 of Schedule 15 (Other Documents to be Certified) of the draft DCO refers to a "Harbour protective provisions plan". This line item should be deleted, as the correct reference is the Johnston protective provisions plan, which is already also included as a line item in Part 3 of Schedule 15.

A total of X documents have been submitted alongside this letter to support the responses to the Request for Information.

Applicant Document Reference	Document Title
G14.2	Applicant's proposed Protective Provisions and Plans relating to the Johnston Field

We are grateful for your consideration of the above.

Yours sincerely
Orsted Hornsea Project Four Ltd.



Our ref. EN010098

Jamie Baldwin

