



Sheringham Shoal and Dudgeon Offshore Wind Farm Extension Projects

The Applicant's Comments on Orsted Hornsea Project 3 Deadline 6 Submission

Revision A

Deadline 7

July 2023

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Table of Contents

1 **The Applicant's Comments on Orsted Hornsea Project 3 Deadline 6 Submission4**

Table of Tables

Table 1 The Applicant's Comments on Orsted Hornsea Project 3 Deadline 6 Submission..... 5

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1. The document represents the Applicant's response to Orsted Hornsea Project 3 Deadline 6 representation [REP6-033].

Table 1 The Applicant's Comments on Orsted Hornsea Project 3 Deadline 6 Submission

ID	Orsted Hornsea Project 3 Comment	Applicant Response
1	This representation is made by Orsted Hornsea Project Three (UK) Limited ("Hornsea Three"), the named undertaker on the Development Consent Order (DCO) for the Hornsea Three Offshore Wind Farm Order 2020 (the "Hornsea Three Order"). Discussions are ongoing between Hornsea Three and Equinor New Energy Limited (the "Applicant") in relation to the interactions between the two projects.	Noted.
2	As set out in its Relevant Representation [RR-072], and Written Representation [REP1-154] Hornsea Three considers that the two schemes can co-exist and therefore does not have an in- principle objection to the Application. However, there are a number of interactions between the Proposed Development and authorised development permitted by the Hornsea Three Order that will need to be managed to ensure that Hornsea Three can be constructed without impediment and no serious detriment is caused to Hornsea Three once operational. The interactions can be seen on plans included in Chapter 5 Figures – EIA Methodology (Volume 6.2.5) [APP-118] and are summarised below.	Noted.
3	Hornsea Three has been in ongoing discussions with the Applicant to facilitate agreement between the parties to ensure both projects can co-exist. Discussions regarding a detailed cooperation agreement are at an advanced stage.	The Applicant agrees with this statement.
4	Hornsea Three notes that updated protective provisions for the benefit of Hornsea Three were included in Part 10 or Schedule 14 to the version of the draft DCO submitted at Deadline 5 [REP5- 006]. As set out in the Applicant's Statutory Undertakers Position Statement submitted at Deadline 5 [REP5-038], these protective provisions were included with the agreement with Hornsea Three but are subject to ongoing negotiation.	The Applicant has included an updated set of Protective Provisions for the benefit of Orsted Hornsea Project Three (UK) Limited ("Orsted") in Part 10 of Schedule 14 of the draft DCO (Revision J) [document reference 3.1] (the "Protective Provisions"). As described below, there are a small number of outstanding points to be agreed between the parties so the Applicant confirms that these remain subject to ongoing negotiations. The Applicant still hopes to reach an agreed position with Orsted by Deadline 8.
5	In particular, Hornsea Three requires the following aspects to be included in the protective provisions:	The definition of "specified works" in paragraph 2 of the Protective Provisions has been updated to include certain preliminary works such

ID	Orsted Hornsea Project 3 Comment	Applicant Response
	1. Confirmation that the definition of “specified works” includes the permitted preliminary works as such works have the potential to damage, interfere with or cause delays to the construction of Hornsea Three.	that Orsted will be able to approve plans for these works prior to them being carried out by the undertaker.
6	2. Confirmation that the definition of “specified works” includes works within 100m of any apparatus located offshore or the offshore Hornsea Three Order limits. This is considered to be a proportionate distance for offshore works.	The definition of “specified works” in paragraph 2 of the Protective Provisions has been updated to reflect Orsted’s preferred drafting.
7	3. A requirement to obtain consent (such consent not to be unreasonably withheld or delayed) before using the powers in Article 16 to enter and survey any land within the Hornsea Three Order limits as such surveys have the potential to damage, interfere with or cause delays to the construction of Hornsea Three.	Reference to surveys has been included in paragraph 5(2) of the Protective Provisions in order to reflect Orsted’s preferred drafting. Orsted will be able to approve plans for these surveys prior to them being carried out by the undertaker.
8	4. A requirement for the details of any landscaping and/or ecological management plans and intended maintenance regimes submitted under paragraph 6 of the protective provisions to be approved by Hornsea Three (such approval not to be unreasonably withheld or delayed) to ensure that there is no conflict with the management plans and maintenance regimes in place for Hornsea Three.	This point was addressed through the change to the draft DCO (Revision I) [REP6- 002] submitted at Deadline 6.
9	5. A requirement to ensure that access is maintained at all times for Hornsea Three to the Hornsea Three Order limits, including the scheduling of vessel movements offshore.	Obligations on the undertaker to prevent them interfering with Orsted’s access to the Hornsea Three Order limits has been included in paragraph 10 of the Protective Provisions. Under paragraph 8 of the Protective Provisions, the undertaker must also provide access for Orsted to the “specified works” at reasonable times during construction including access for vessels offshore.
10	6. A full indemnity is provided to Hornsea Three in respect of any damage caused to any apparatus, any interruption to services or delays to the construction of Hornsea Three as a result of the specified works. Hornsea Three notes that an indemnity is included in the protective provisions for the benefit of other	Appropriate indemnity drafting remains under discussion between the parties.

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	<p>statutory undertakers including Network Rail, the Environment Agency, National Grid Gas, National Grid Electricity Transmission plc and Cadent Gas Limited.</p>	
11	<p>7. More detailed cooperation provisions are included for the coordination of offshore mitigation schemes in respect of benthic habitats and marine mammals.</p>	<p>The Applicant does not consider these terms suitable or necessary to include in the Protective Provisions.</p>
12	<p>Hornsea Three is confident that agreement can be reached with the Applicant. However, in the unlikely event that agreement is not reached, Hornsea Three will submit its preferred drafting for protective provisions to be included in the DCO at Deadline 7.</p>	<p>The Applicant agrees that it is likely the parties will reach agreement. The rest of the statement is noted.</p>