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Our reference 006721057-01
Your reference EN010125
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16 March 2026

Dear Secretary of State,

DBS East and DBS West Offshore Wind Farms ('the Projects')

PINS Reference: EN010125

Fourth Request for Information response

The Applicants are responding to the Secretary of State's Fourth Request for Information ('RFI3') issued on 6th March 2026 regarding the progression to date of offshore co-location, crossing and proximity agreements with cited Interested Parties within the letter.

This is a topic that was covered extensively through the DBS Examination at various stages including: Relevant Representations, Written Representations, Issue Specific Hearings and Examining Authority's Questions. The Applicants set out their position in relation to this matter at a number of junctures including in Issue Specific Hearings 1 where, as noted in **The Applicants' Written Summaries of Oral Submissions made at CAH1, ISH1 and ISH2 (Revision 1) [REP1-049]** the Applicants stated in section 4.1.2:

".....that discussions on crossing and proximity agreements are ongoing and there is currently no indication that any party would be unwilling to enter into an agreement. Crossing and proximity agreements are industry standard mechanisms which deal with interactions between assets and / or works which interface offshore. They are intended to provide protection to asset owners following any damage and / or losses suffered as a consequence of the carrying out of works by another party. These agreements typically cover approval mechanisms for the initial crossing works undertaken and also reciprocal approvals mechanisms for any future works which may be undertaken for maintenance purposes by either the Applicants or third party asset owner. Crossing and proximity agreements typically identify the parties privy to the agreement and any relevant representatives. They usually present the details of the works proposed and identify any relevant timescales, distances and any governance details. Matters relating to liabilities, their limits and the resolution of any disputes are also typically covered amongst other details. It is typical for crossing and proximity agreements to be developed and signed at the post-consent to pre-construction phase of a project when there is a certainty of need, and when pertinent details such as crossing designs, construction methodologies and locations are fully understood."



The Applicants note that it is a common occurrence for offshore wind project DCOs to be determined without consideration of offshore crossing and proximity issues within their relevant DCOs – the Mona and Morgan consents are recent relevant examples. Further examples could be cited.

The Applicants note that ExA suggested in The Examining Authority's Schedule of Recommended Amendments to the Applicant's draft Development Consent Order [PD-028] that this issue should be controlled in the DBS DCO. The Applicants' response to this suggestion is recorded in **7.3 The Applicants' Comments on the Examining Authority's Proposed Schedule of Changes to the draft Development Consent Order [REP7-130]** and sets out that such matters are ordinarily dealt within TCE Leases not in the DCO and in addition noted that:

"... it is recognised (for example in the Government Guidance on Use of planning conditions, July 2019) that a positively worded condition that requires the applicant to enter into an agreement is unlikely to pass the test of enforceability. It is also not necessary and almost entirely unprecedented to impose such a condition, when there is already a separate obligation on the Applicants to enter into such agreements".

Since the close of Examination, discussions with DBS' project neighbours have continued and will continue prior to the commencement of construction (and beyond) in order to ensure that all required crossing and proximity agreements are secured prior to the commencement of construction. From the engagement with those parties to date, the Applicants expect that all parties noted in the SoS' RFI4 letter are willing to enter into such agreements at the appropriate stage.

For the above reasons, the Applicants maintain their position, as stated in Examination, that it is not necessary for the DCO to secure these agreements and note that no parties with whom a crossing or proximity agreement may be required have insisted for protections to be included in the DCO.

As regards the specific instances cited by the Secretary of State for updates, the Applicants submit the following:

BHP Billiton Petroleum Great Britain Limited

BHP Billiton Petroleum Great Britain Limited (BHP) made Relevant Representations noting their majority interest in the Esmond Forbes and Gordon gas fields which intersect with the DBS East and DBS West Array Areas and their retention of ongoing responsibilities in respect of the decommissioned infrastructure, including the associated decommissioned pipelines. BHP further noted that they welcomed engagement with the Applicants to understand the potential interface and discuss any necessary mitigation that may be required.

In recognition of these representations, the Applicants have engaged with BHP and the parties have reached an agreement on management of future interfaces between the DBS Projects and BHP assets. The terms of the agreement have been settled and the agreement is currently being signed, with only administrative formalities remaining.

Kellas North Sea 2 Limited

Kellas North Sea 2 Limited (Kellas) made Relevant Representations that they operate the Esmond to Trent Wye Manifold gas pipeline located in the area proposed for the DBS West and DBS East Export Cable Corridor. While the pipeline is not currently in use, Kellas noted their concern that the development could have an adverse impact due to works related to cable lay causing disturbance to the pipeline.

The Applicants engaged with Kellas as part of the DBS Examination in relation to this matter and agreed, in line with their position in relation to crossing and proximity issues held throughout Examination, that the most appropriate time to deal with agreements relating to these issues is when the requisite technical information is available, which will be at the post-consent stage.

Kellas referenced the ongoing dialogue between the parties in their Deadline 6 submission **Response to Rule 17 Request for Information (REP6-o83)**, in which it was stated that Kellas:

"...have had initial discussions regarding the requirement for a crossing and/or proximity agreement but have been unable to progress the drafting due to the lack of detailed design information. Once the information is available, we expect to agree industry standard crossing and/or proximity agreements as conditions of the applicant being able to complete any work in the vicinity of our pipeline and we'd also anticipate that the applicant or their contractors will require that to provide clarity on their own liability (and insurance requirements) in connection with the works".

In line with the above, the Applicants intend to maintain a dialogue with Kellas and will seek to enter into any required agreements with them post-consent.

The Projco IPs: DBA and DBB OWFs

In their Relevant Representations DBA and DBB OWFs made reference to the proximity of their Offshore Export Cable Corridor and the Dogger Bank South Offshore Export Cable Corridor. It is important to note that whilst the Order Limits of these projects lie in close proximity to one another and intersect at one location, subject to detailed design, it is possible that DBS can be constructed at a distance from the DBA and DBB installations which would negate any requirement for a proximity agreement.

Despite this possibility, through the course of the DBS Examination, the Applicants sought to negotiate the terms of an offshore proximity agreement with DBA and DBB OWFs to be entered into should detailed design and further construction information mean that an agreement may be needed post-consent due to the potential interface. A draft of this agreement was provided to DBA and DBB OWFs on 4th July 2025, shortly before the close of the DBS Examination. The Applicants issued an offshore plan to DBA and DBB in August 2025 but have not yet received substantive comment to this or the draft agreement. The Applicants' legal representative have followed-up with DBA and DBB since that correspondence including most recently on 9/3/2026. The Applicants understand that DBA and DBB are progressing an OFTO transaction for these assets and need to collate both their and any future asset owner's comments on the drafts before the agreement can be finalised. It is likely to be summer 2026 or later before this issue can progress any further. The Applicants will continue to engage as the DBS projects continue their development and will ensure any requisite agreements with DBA and DBB are entered into.

Hornsea Project 3 OWF

The Hornsea Project 3 OWF made Relevant Representations, citing that DBS should not:

- Impede vessel access to Hornsea Project 3 during the construction or operation of either project
- Cause fisheries displacement or otherwise affect Hornsea Project 3's fisheries co-existence relationships or agreements

- Cause a cumulative noise impact on the Southern North Sea Special Area of Conservation (SAC) in such a way as to affect Hornsea Project 3's construction plans

The Applicants note that Hornsea Project 3 lies approximately 45km distant from the DBS East Array Area, and approximately 75km distant from the DBS West Array Area. The landfalls of DBS and Hornsea Project 3 are separated by approximately 145km. There are no geographical overlaps or intersections the DBS Projects with the Hornsea Project 3 OWF. At such distances the likelihood of DBS causing an impact of Hornsea Project 3 in relation to vessel access and fisheries is vanishingly small.

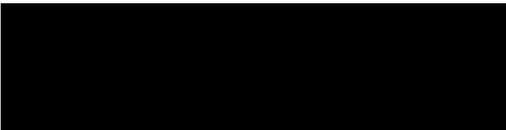
As regards the potential for DBS to affect Hornsea Project 3's construction plans, DBS has developed an **Outline Marine Mammal Mitigation Protocol [REP7-117]** and an **In Principle Site Integrity Plan [REP7-119]** in order to ensure that piling noise impacts are mitigated in the first instance, reducing the likelihood of cumulative effects, and co-ordinated with third party activities where required through post-consent engagement to ensure that the integrity of the Southern North Sea SAC is not affected. The Applicants remain committed to ensuring that this engagement occurs and to ensuring that lines of communication with their neighbouring projects remain open at all times to ensure any problems or issues are effectively managed.

In light of the above, the Applicants do not believe a co-location, crossing and proximity agreement is required between themselves and Hornsea Project 3 either now or prior to construction. Should a need emerge then the Applicants would, of course, seek to negotiate such an agreement.

Conclusion

The Applicants understand that all necessary information to determine the decision on the DCO for the Projects has now been submitted. Considering this, the Applicants respectfully request that the Secretary of State determines the application as soon as practicable to avoid further delay to the delivery of these nationally significant benefits with consent delay already significantly challenging the Projects' delivery programme.

Yours sincerely,



Thomas Tremlett

Senior Consents Manager

DBS Offshore Wind Farms

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