

4 March 2025

THE INFRASTRUCTURE PLANNING (EXAMINATIONS PROCEDURE) RULES 2010

NORTH FALLS OFFSHORE WIND FARM PROJECT

RESPONSE TO THE EXAMINING AUTHORITY'S FIRST WRITTEN QUESTIONS [PD-009]

OUR REF: 20051031



Bryan Cave Leighton Paisner

Bryan Cave Leighton Paisner LLP

Governor's House 5 Laurence Pountney Hill London EC4R 0BR
Tel: +44 (0)20 3400 1000 Fax: +44 (0)20 3400 1111

1 **RESPONSE TO THE EXAMINING AUTHORITY'S FIRST WRITTEN QUESTIONS [PD-009]**

1.1 NGET's response to ExA's Q1 is as follows:

ExQ1	Question To:	Question:	Response:
Q1.1.2	National Grid Electricity Transmission Plc (NGET)	<p>Grid connection limit for the Proposed Development</p> <p>Confirm what grid connection limit has been agreed with the Applicant as part of the connection offer.</p>	<p>The Connection Offer is entered into between the Applicant and National Energy System Operator Plc ("NESO"). In September 2024, the Government agreed to acquire the Electricity System Operator (ESO) from National Grid. NESO was launched on 1 October 2024 and has responsibility for making connection offers after this date. Accordingly, it is for the Applicant to respond to this question to confirm the limits set out in their contract with NESO.</p>
Q6.1.8	The Applicant and NGET	<p>Acquisition of rights for the proposed National Grid East Anglia Connection Node (EACN)</p> <p>Having regard to the provisions of s122(2)(a) of the PA2008 and the CA guidance, please explain:</p> <p>(i) Why it is considered to be reasonably necessary to acquire any rights or acquire rights of the scale proposed in respect of Land Plots 16-006 (338,436 m²), 16-007 (34,524 m²) and 16-008 (35,988 m²) included in the BoR [AS-026] when the rights sought are intended to facilitate a connection between the Proposed Development's onshore substation and the proposed EACN.</p> <p>(ii) Should any such rights be sought in</p>	<p>NGET and the Applicant have reached a level of practical agreement over the interaction of CA powers in plots 16-006, 16-007 and 16-008. In practice it is unlikely that the Applicant will need to seek to acquire land rights over the full extent of these plots as the key rights they need to secure are for (i) a cable route from the applicant's substation into the new NGET EACN substation boundary and (ii) access for construction and maintenance of their connection bay.</p> <p>Once the EACN substation design is finalised and the connection point known the Applicant will be able to draw down rights over a more closely defined area of land and the parties will put provisions in place to engage with each other to ensure this occurs. However at this stage, whilst these details are unknown and because of the limited life of temporary possession powers, NGET accepts that the powers as</p>

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		<p>connection with the Proposed Development, or would it be more appropriate for National Grid Electricity Transmission (NGET) to include provision for a connection between EACN and the Proposed Development's onshore substation as part of the scheme NGET intends to promote?</p>	<p>currently sought are necessary (subject to modification to prevent any ability to override or remove NGET assets). Where due to timing of the respective projects powers are sought over a wider areas than is ultimately required, the parties will put in place a mechanism to narrow down the extent of the Applicants land rights in future once the substation design and connection point and cable alignment are known and agreed, to avoid any conflict with the NGET proposals in the EACN substation area.</p> <p>NGET agrees that these powers appropriately sit in the Applicants DCO. The parties have agreed bespoke protective provisions covering these points to be included in the DCO.</p>
Q6.1.44	The Applicant, National Grid Electricity Transmission Plc ("NGET")	<p>Objections to the grant of powers of compulsory acquisition and temporary possession</p> <p>The relevant representation of NGET [RR-239] indicates that it requires Protective Provisions to be included within the dDCO [AS-022] to ensure that assets existing at the time of construction of the Proposed Development are adequately protected and to ensure compliance with relevant safety standards.</p> <p>(i) Please provide an update as to progress on agreeing protective provisions and the means whereby these will be secured since that time, highlighting outstanding areas of disagreement, and any supplementary agreements including crossing agreements which may be required.</p>	<p>(i) NGET understand that Bespoke Protective Provisions for the protection of NGET in relation to the overlap of CA powers between North Falls and NGET's Norwich to Tilbury Project have been agreed and will be included in the North Falls dDCO in due course.</p> <p>(ii) The Co-operation Agreement between the parties is substantially agreed and the parties are anticipating that it will be entered into in the coming weeks.</p> <p>(iii) As NGET does not have any existing infrastructure within the North Falls redline boundary, NGET agrees that the provisions of s127 and s138 are not currently engaged and NGET is not seeking the incorporation of it's</p>

ExQ1	Question To:	Question:	Response:
		<p>(ii) Please also advise as to the progress in relation to a Co-operation Agreement between NGET and the Applicant and the promoters of the VEOWF</p> <p>(iii) NGET is requested to provide further explanation with reference to the s127 and 138 PA2008 tests to support its position that the standard protective provisions set out in Schedule 14 Part 1 of the dDCO do not yet provide it with the necessary protection.</p>	<p>standard protective provisions for the protection of existing infrastructure within the DCO. However NGET does require the inclusion of the Bespoke Protective Provisions (now agreed with North Falls) in the dDCO to govern the overlap of CA powers between the respective projects as indicated at point (i) above.</p>

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For and on behalf of National Grid Electricity Transmission Plc

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