

Dated 24 April 2025

**APPLICATION BY RWE RENEWABLES UK DOGGER BANK SOUTH (WEST) LIMITED AND RWE
RENEWABLES UK DOGGER BANK SOUTH (EAST) LIMITED FOR AN ORDER GRANTING
DEVELOPMENT CONSENT FOR THE DOGGER BANK SOUTH OFFSHORE WIND FARM
SCHEME**

PLANNING INSPECTORATE REFERENCE NUMBER: EN010125

REGISTRATION IDENTIFICATION NUMBER: 20050123

WRITTEN REPRESENTATION

**submitted on behalf of National Grid Electricity
Transmission plc at Deadline 4
in response to Rule 17 Letter dated 15 April 2025**

1 Introduction

- 1.1 This submission is made at Deadline 4 on behalf of National Grid Electricity Transmission plc (**NGET**) in connection with the application by RWE Renewables UK Dogger Bank South (West) Limited and RWE Renewables UK Dogger Bank South (East) Limited (**Promoter**) for the Dogger Bank South Offshore Wind Farms Development Consent Order (**Order**) to enable the construction of the Dogger Bank South Offshore Wind Farm (**Dogger Bank South Project**).
- 1.2 It provides an update on the matters referred to in NGET's written representation dated 29 January 2025 (**NGET's Written Representation**) [REP1-080] and so responds to the Examining Authority's Rule 17 letter dated 15 April 2025 (**the Rule 17 Letter**), specifically in relation to action point 10 from Compulsory Acquisition Hearing 2 on 7 April 2025:

If agreement has not been reached, relevant statutory parties on the drafting of bespoke protective provisions to submit their preferred drafting for the protective provisions with a detailed explanation as to why these would be necessary

2 Status of negotiations

- 2.1 As the Examining Authority is aware, NGET has requested that the set of protective provisions that it has put forward for the benefit of its undertaking (**NGET's PPs**, a copy of which are included at **Appendix 4 of NGET's Written Representation**) should be included in the Order. As set out in NGET's Written Representation, NGET's PPs are necessary to avoid serious detriment to not just NGET but multiple third party connectee projects reliant on the delivery of NGET's various projects at this location.
- 2.2 To this end, NGET's solicitors (Addleshaw Goddard LLP) have been engaging with the Promoter's solicitors.
- 2.3 Whilst discussions between the parties are ongoing and NGET would not expect the inclusion of NGET's PPs in the Order to be contentious given their purpose and precedent in other development consent orders, an agreed position has not yet been reached with the Promoter.

3 Summary of NGET's position

- 3.1 In light of the above, NGET's position remains as set out in NGET's Written Representation.
- 3.2 NGET's Written Representation provides both NGET's PPs and the explanation as to why these protective provisions are necessary. In summary, NGET has existing and future infrastructure that needs to be protected via the protective provisions that NGET is proposing be included in the final form of the Order. These protective provisions include wording that has precedent in other development consent orders that have been recently granted. Without inclusion of the protective provisions, serious detriment would be caused to NGET's undertaking as well as to other third-party projects that are reliant on NGET's existing and future infrastructure (including the Dogger Bank South Project itself).
- 3.3 Since an agreed position has not been reached with the Promoter, NGET must continue to maintain the position set out in NGET's Written Representation and requests that NGET's PPs should be included in the Order accordingly.

Addleshaw Goddard LLP on behalf of NGET

24 April 2025