

# Outer Dowsing Offshore Wind

## The Applicant's Response to Actions Points recorded at CAH2 and ISH8

### Deadline 6

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## Acronyms & Definitions

### Abbreviations / Acronyms

Abbreviation / Acronym	Description
AMS	Agricultural Management Strategy
BNG	Biodiversity Net Gain
CAH	Compulsory Acquisition Hearing
CLG	Community Liaison Group
DAD	Design Approach Document
DCO	Development Consent Order
DPS	Design Principles Statement
DRP	Design Review Panel
ECC	Export Cable Corridor (offshore ECC or indicative onshore ECC)
EIA	Environmental Impact Assessment
EMP	Ecological Management Plan
ES	Environmental Statement
ExA	Examining Authority
GIS	Geographic Information System
GW	Gigawatt
IDB	Internal Drainage Boards
ISH	Issue Specific Hearing
JNCC	Joint Nature Conservation Committee
LCC	Lincolnshire County Council
LMP	Landscape Management Plan
LPA	Local Planning Authority
ODOW	Outer Dowsing Offshore Wind (The Project)
OLEMS	Outline Landscape and Ecological Management Strategy
PAMP	Public Access Management Plan
PEIR	Preliminary Environmental Information Report
PRoW	Public Right of Way
SoC	Statement of Commonality
SoCG	Statements of Common Ground

## 1 The Applicant's Response to Action Points from CAH 2 and ISH 8

1. This section is provided in response to Action Points arising from Compulsory Acquisition Hearing ("**CAH**") 2 and Issue Specific Hearing ("**ISH**") 8 held on Wednesday 19 2025.

2 The Applicant’s Response to Action Points from CAH 2

2. This section is provided in response to Action Points arising from CAH2.The Applicant has responded to Action Points 1 and 4. Other Action Points were for other parties.

1.1 Applicant’s Response to CAH2 Action Point 1

ID	Action Point recorded	Applicant Response												
CAH2AP1	Provide a status update on negotiations with each of the Affected Parties (APs) listed in the land rights tracker as still having an ‘open’ objection or with whom negotiations are still recorded as ‘open’	<p>The Applicant has continued to use all best endeavours to consult and negotiate with all Affected Parties. This has been not only in the form of written correspondence but also in person meetings with Affected parties and their agents. The Applicant will continue to negotiate in instances where this is possible and will, if needed and at the appropriate time, utilise Alternative Dispute Resolution (ADR) for those matters which are not progressing.</p> <p>During the hearing the ExA stated there were 86 outstanding agreements within [REP4-092]. It should be noted that this tracker does not reflect negotiations which are truly open. This is due to the tracker only categorising agreements as closed when an Option agreement has reached completion. The tracker does not allow the Applicant the ability to show where HoTs have been agreed or an option agreement has been signed. It should also be noted that the tracker is split out by individual interest. Therefore when looking at the tracker, the list will be much more extensive than it is in reality.</p> <p><b>Update on negotiations</b></p> <p>As at the date of this Statement, the Applicant has successfully agreed in principle HoTs with 97% of landowners for landfall and the Onshore ECC (representing 95% of the length of the Onshore ECC). Additionally, the Applicant has successfully agreed Option Agreements with 79% of landowners for landfall and the Onshore ECC (representing 76% of the length of the Onshore ECC). The Applicant is proceeding to exchange Option Agreements where possible with 64 Option Agreements being exchanged to date. The Applicant is continuing positive engagement and constructive commercial negotiations are ongoing with all remaining affected landowners and occupiers. The Applicant is confident it can secure the relevant land and/or rights in land by negotiation prior to the close of Examination except for those mentioned in table below.</p> <p><b>Outstanding Agreements</b></p> <p>Since CAH2, further progress continues to be made and there are now 9 agreements outstanding with 8 Affected Parties. This does not include agreements for temporary areas however this has been updated at the bottom of the table below:</p> <table><tr><th>Agreement type</th><th>Landowner</th><th>Status</th><th>RR made</th><th>Plots</th><th>Notes</th></tr><tr><td>Cable Easement</td><td>Louise Jane Brooks</td><td>Refusal</td><td>No</td><td>13-021, 14-002</td><td><p>The Affected Parties representative has communicated that they are not prepared to enter into a voluntary agreement at this stage until there is more certainty with the project. The last communication was on 24<sup>th</sup> March 2025, where the affected party was advised to instruct an agent, but the Applicant is yet to receive confirmation of this.</p><p>The Applicant is confident that a voluntary agreement can be obtained however this is likely to be post consent.</p></td></tr></table>	Agreement type	Landowner	Status	RR made	Plots	Notes	Cable Easement	Louise Jane Brooks	Refusal	No	13-021, 14-002	<p>The Affected Parties representative has communicated that they are not prepared to enter into a voluntary agreement at this stage until there is more certainty with the project. The last communication was on 24<sup>th</sup> March 2025, where the affected party was advised to instruct an agent, but the Applicant is yet to receive confirmation of this.</p> <p>The Applicant is confident that a voluntary agreement can be obtained however this is likely to be post consent.</p>
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Cable Easement	Louise Jane Brooks	Refusal	No	13-021, 14-002	<p>The Affected Parties representative has communicated that they are not prepared to enter into a voluntary agreement at this stage until there is more certainty with the project. The last communication was on 24<sup>th</sup> March 2025, where the affected party was advised to instruct an agent, but the Applicant is yet to receive confirmation of this.</p> <p>The Applicant is confident that a voluntary agreement can be obtained however this is likely to be post consent.</p>									

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		Cable Easement	<b>TH Clements</b>	Negotiating	Yes – RR-067	29-013, 29-012, 30-001, 30-002, 30-003, 30-009, 30-010, 30-011	The Applicant has continued to engage with TH Clements following CAH2 and is continuing to engage with the expectation that a voluntary agreement can be achieved. However it is unlikely an agreement will be reached before the end of examination.
		Cable Easement	<b>Julie Ann Mason</b>	Negotiating	No	09-013, 09-014	<p>The Applicant has made best endeavours to reach a voluntary agreement with Julie Ann Mason. This included addressing the affected parties concerns by committing within the DCO to drill under the land. However we are at an impasse with regard to compensation. The Applicant re-issued their offer of compensation on 30th January 2025 and this was again rejected on 17th March 2025. The Applicant responded on the 25th March 2025, offering a meeting if further clarification was required on the last compensation offer and the Applicant awaits a response.</p> <p>Should the Applicant need to utilise CPO powers contained within the DCO Julie Ann Mason will have access to the Upper Lands Tribunal to decide the appropriate amount of compensation payable.</p>
		Cable Easement	<b>Environment Agency</b>	Negotiating	Yes but not as landowner	15-031, 15-032, 15-033, 15-041, 16-009, 16-010, 16-011, 16-012, 16-014, 16-015, 34-014, 34-011, 43-029, 43-030, 43-031, 43-032, 43-036, 44-003, 44-021, 44-023, 44-027, 44-029, 48-020, 48-021, 48-022, 49-001	The Affected Party is engaging with the Applicant with regard to the agreement and payments for the bridge crossing the Wainfleet Relief Channel. The Applicant reissued a revised offer on 11 <sup>th</sup> March 2025 and the Applicant is continuing to negotiate with the Affected Party. The Applicant is confident that an agreement can be reached. However this is unlikely to be before the close of examination.
		Cable Easement	<b>TCE Rural</b>	Negotiating	Yes but not as landowner	19-006, 19-007, 22-001, 22-004, 22-006, 23-013, 23-014, 37-012, 38-001, 38-003, 45-033	The Applicant has agreed a financial consideration with TCE for the Onshore ECC, the Heads of Terms are in an agreed position, and the Applicant is confident signed Heads of Terms will be received before the close of examination.
		400kV blanket Option	<b>George Hays and Sons</b>	Negotiating	RR-024	43-047, 49-003, 49-004, 49-005, 49-006, 50-003,	The Affected Party has signed HoTs where the cable corridor is defined however the connection zone HoTs are not agreed as the landowner feels

ID	Action Point recorded	Applicant Response					
						50-004, 50-005, 51-007, 51-008, 51-009	the Applicant has offered non-commercial terms. The landowner is not willing to engage at this point in time until a more specific cable route is defined.
		400kV blanket Option	<b>St Johns College (SJC)</b>	Pulled out	RR - 065	50-001, 50-002, 51-011, 51-012	The Applicant was notified on 10 <sup>th</sup> September 2024 that SJC were withdrawing from negotiations and do not wish to proceed with an Option Agreement due to factors unrelated to the Applicant despite Heads of Terms being signed. The Applicant will remain engaged with SJC for regular updates on their position.
		Planting	<b>TCE</b>	Negotiating	Yes but not as landowner	45-001, 45-002, 45-003, 45-004, 45-005, 45-006, 45-007, 45-008, 45-009, 45-010, 45-011, 45-012, 45-013, 45-014, 45-015, 45-016, 45-030, 46-001, 46-002, 46-003, 46-004, 46-005, 46-006	Regular meetings have been held with the Affected Party's professional representative and the Applicant is awaiting confirmation from TCE on the type of agreement they are willing to progress. The Applicant remains in negotiation with TCE and is confident a voluntary agreement will be reached. However it is unlikely that these terms will be agreed before the close of examination.
		Freehold Planting	<b>Jarred Thomas Wright &amp; William Eric Creasey &amp; Davina Lynette Fillingham</b>	Negotiating	No but tenant has - no rep number yet – REP4a-033	46-035, 46-037, 46-037a, 46-038, 46-039, 46-040, 46-041, 46-042, 46-044, 46-044a, 46-045, 46-046, 46-047	<p>The Applicant's professional representative held a meeting on 13th February 2025 to discuss drainage and the landscaping with the landscape designer and drainage consultant. The Affected Party took away drainage plans for review and the Applicant awaits feedback.</p> <p>The tenant, Walter Smith (Gosberton) Limited, submitted a representation at Deadline 4a, and the Applicant responded at Deadline 5.</p> <p>The Applicant will continue to engage with the Affected Party and their professional representative, in the hope that a voluntary agreement can be reached. However this is unlikely to be before the close of examination.</p>
		TWA Agreements		Negotiating			To date, 16 HoTs have been agreed out of 29 and the Applicant is continuing active engagement with Affected Parties and their professional representatives. However it is unlikely that all the remaining HoTs will be agreed before the close of examination. The Applicant is working to agree as



ID	Action Point recorded	Applicant Response					
							many as possible prior to the close of examination.

1.2 Applicant’s Response to CAH2 Action Point 4

ID	Action Point recorded	Applicant Response
CAH2AP4	Applicant to set out its reasoning for the approach of seeking to acquire significantly more land (or rights over land) than needed via Compulsory Acquisition (CA) and then reducing that amount post consent. Also set out where this approach is supported within the Planning Act 2008. Additionally, the applicant should describe the potential impact on National Grid Electricity Transmission (NGET) when it applies for a new substation in the event that the Secretary of State (SoS) finds the applicant’s approach reasonable	<p><u>Reasoning for the approach of seeking powers of acquisition of rights over wider Connection Area and then reducing that amount post consent:</u></p> <p>The Applicant requires the powers to acquire rights in land over the entirety of the Connection Area as a result of current uncertainty over the location of the new NGSS at Weston Marsh that the Project’s 400kV cables forming part of Work No. 17 will need to connect into in order to transmit the electricity generated to the National Grid.</p> <p>National Grid Electricity Transmission (NGET) has undertaken early non-statutory consultation on its proposals for a new substation at Weston Marsh as part of its Grimsby to Walpole project. This non-statutory consultation has shown an indicative graduated swathe for the NGSS at Weston Marsh. The Connection Area has been designed to match that area shown on the non-statutory consultation plans.</p> <p>Further refinements will be likely forthcoming as part of NGET’s statutory consultation on the Grimsby to Walpole project which is anticipated to commence later in 2025, but even at that stage the location of the NGSS will not be fixed as it will be subject to consultation and potentially further refinements as a result of that consultation.</p> <p>Currently, the precise location, footprint, layout and orientation of the NGSS are not known. As such, the Applicant requires flexibility to route the 400kV cables to a NGSS anywhere within the Connection Area, and to connect to a point on that NGSS anywhere around and within the NGSS’s final location. The Applicant needs to be able to route the cables to any point that National Grid determine. It is for these reasons that flexibility is required.</p> <p>Importantly, the Applicant has not sought powers over more land than is needed for the development to which the development consent relates (which is considered in more detail below), because at this stage the full extent of the land shown is needed for the reasons summarised above. Once the precise, final consented location of the NGSS becomes known, the compulsory powers would only be exercised (if required) over the land within the Connection Area needed to connect at that location. Exercise of the compulsory powers over the entirety of the Connection Area would not be authorised as the Applicant could only seek to exercise those powers where the land is demonstrated to be required at that stage pursuant to Article 20 (Compulsory acquisition of land) of the DCO which provides that the undertaker may “acquire compulsorily so much of the Order land as is required for the authorised project or to facilitate it, or is incidental to it.”</p> <p><u>Satisfaction of the tests under section 122 of the Planning Act:</u></p> <p>Section 122(1) of the Planning Act 2008 states that an order granting development consent may include provision authorising the compulsory acquisition of land only if the Secretary of State is satisfied that the conditions in subsections (2) and (3) are met.</p> <p>To satisfy the condition in Section122(2), the land must be required for the development to which the development consent relates, required to facilitate or is incidental to that development, or is replacement land which is to be given in exchange for the order land.</p>

ID	Action Point recorded	Applicant Response
		<p>The land in the Connection Area is neither land which is required to facilitate or is incidental to the development, nor is it replacement land which is to be given in exchange for the order land, therefore the test falls to be satisfied on whether the land is required for the development to which the development consent relates.</p> <p>The Applicant's position is that this condition is met. All of the land being sought within the Connection Area is required for the development to which the development consent relates. The Applicant is not seeking powers to compulsorily acquire land or rights in land for the construction and operation of the NGSS, nor is it seeking to acquire any rights in that area for the benefit of any other party or project. The Applicant is only seeking such powers in relation to the Work No. 17 that will connect into the NGSS.</p> <p>There is no certainty currently on the precise location of the NGSS within the Connection Area. The locations shown on the plan submitted alongside the Applicant's Responses to The ExA's First Written Questions (REP2-051) showed a number of potential indicative locations that the NGSS <i>could</i> be located in, and how the Project's 400kV cables <i>could</i> then route within the Connection Area to reach those possible locations, but it is important to note that the locations shown are not confirmed options of where the NGSS could be located, nor are the 400kV routes to those locations fixed. The Applicant sought simply to illustrate some possible National Grid substation locations to demonstrate why the level of flexibility being sought is required. The locations shown for the National Grid substations and cable corridors are purely illustrative for that purpose, and are suggestions made by the Applicant rather than options identified by National Grid or other parties. The figures are not intended to present an appraisal of all possible locations of the National Grid substation. The actual NGSS could be in any one of those possible locations, or it could be somewhere entirely different within that Connection Area, and the Applicant must be able to route it's 400kV cables to wherever the confirmed NGSS might be within that area, and thereafter to a point within that NGSS as determined by National Grid. The ability to use compulsory powers over any part of the Connection Area is therefore reasonably required until the location of the National Grid substation and the precise connection points for the Project are finalised.</p> <p>Looking at the first indicative layout on the plan referred to above as an example (on electronic page 178 of REP2-051), in the event that the NGSS was located where the orange rectangle is shown, the Project could be provided with connection bays anywhere within that orange rectangle, and would therefore require the rights to connect into the NGSS at any point around its perimeter but also anywhere within the orange rectangle in order to reach the allocated connection bays therefore the rights would be required over the entirety of the orange rectangle. Having established that, on the basis that the orange rectangle could be located anywhere within the connection area, and with such footprint, layout and orientation as is still to be determined by National Grid, it follows that the rights to lay cables leading up to and within the orange rectangle are required anywhere within the Connection Area.</p> <p>At CAH2, the ExA drew comparisons with the optionality that had initially been included in the offshore order limits, which provided two potential cable routes for a section of the offshore ECC, and stated that if the Applicant were to remove the NGSS footprints from the Connection Area, that would leave possible 400kV cable corridor options and a lesser area over which CA powers were being sought, and suggested this would not present the same issues.</p> <p>It is not appropriate to draw a direct comparison with the offshore ECC optionality. In that case, the cable corridor split into two options at a point along the cable as a result of uncertainty over future constraints within one of those routes at the time of the application, but both routes ultimately returned to one single cable corridor on approach to landfall, where there was certainty about the location the cables would come ashore. In other words, the precise end point of the routing options was known.</p> <p>It would not be possible or indeed reasonable to remove the NGSS footprints from the Order Limits for a number of reasons:</p> <ul style="list-style-type: none"> <li>the precise location of the final NGSS is not known and the potential locations shown on the plan provided in REP2-051 were purely indicative in order to demonstrate why flexibility is required, therefore they do not provide any evidential basis for removing land from within the Order Limits. Further, there would then clearly be a material risk of not having the necessary consent and rights to lay cables to the NGSS which would prevent the electricity generated from being transmitted to the National Grid;</li> </ul>

ID	Action Point recorded	Applicant Response
		<ul style="list-style-type: none"> <li>the precise dimensions of the final NGSS are not known (with the Applicant making reasonable assumptions on the maximum size and scale of the infrastructure in its ES). Therefore, even if an indicative location was indeed correct, there would be a risk of stopping the 400kV cables short of the connection location if the indicative locations were removed; and</li> <li>the Project's 400kV cables would need to connect into the NGSS at a location to be determined by National Grid within the NGSS footprint, and the precise location of the connection bays could be anywhere within the NGSS itself, therefore the rights to lay cables would be required to allow connection to the substation anywhere within the footprint of the NGSS, in order to reach the allocated connection bays. As such, it is not sufficient for the 400kV cables to be authorised up to the boundary of any indicative NGSS as they also need to be permitted inside the footprint of the NGSS in order to reach the connection points.</li> </ul> <p>In principle, seeking compulsory acquisition powers over more land than will ultimately be required within the Connection Area is no different from any other DCO, where the precise area of land that will be acquired will sit somewhere within a corridor, and not all of the land over which compulsory acquisition will be authorised will ultimately be required for the development. There are a number of examples of consented DCOs seeking powers over an area which is greater than the parameters of the infrastructure to be constructed in that location in relation to its connection to a substation, providing the reasonable degree of flexibility required to ensure delivery of the project. The Applicant provided some comparable examples in its response to Q1 CA 1.29 of the ExA's first round of written questions (REP2-051). In this case the necessary flexibility to ensure delivery includes a sufficiently large area to ensure a connection to the National Grid can be achieved, and no more.</p> <p>It is clear that as a result of the upgrades required to the grid network, including the provision of new substations required to connect upcoming offshore wind projects, that are being undertaken by National Grid, there will necessarily be some uncertainty over the precise location of infrastructure which is yet to be authorised and a corresponding need for flexibility when granting DCOs for projects that are to connect to this infrastructure. This can be seen in the Five Estuaries and North Falls DCO applications, both of which are, by reason of wider grid upgrades being undertaken by National Grid, not in a position to yet narrow their final connection point and as such, are seeking to include compulsory acquisition powers in their respective DCOs for an area in which the substation is proposed to be located but which is not yet precise (further detail is provided on this in the Applicant's response to Q1 CA 1.29 of the ExA's first round of written questions (REP2-051)).</p> <p>For the above reasons, the condition set out in Section 122(2) of the Planning Act 2008 is satisfied.</p> <p>To satisfy the condition in Section 122(3) there must be a compelling case in the public interest for the land to be acquired compulsorily. The Planning Statement (APP-297) and Section 3 of the Statement of Reasons (document 4.3, version 8) demonstrate the need for the Project and the significant benefits which are in the public interest.</p> <p>NPS EN-1 (paragraph 3.2.6) provides that all applications seeking development consent for energy NSIPs should be assessed by the Secretary of State on the basis there is a demonstrated need for those types of infrastructure and that the scale and urgency of that need is as described in NPS EN-1 (Section 3.2). Furthermore, the Secretary of State has determined that substantial weight should be given to this need when considering applications for development consent under the Planning Act 2008 (NPS EN-1, paragraph 3.2.7). In this policy context, the Project would make a substantial contribution towards the delivery of renewable energy in line with the need to significantly decarbonise the power sector by 2030 and should therefore be ascribed substantial weight in the balance of considerations and the presumption in favour of such developments. The need for the Project is therefore established.</p> <p>The UK Government has concluded (at paragraph 4.2.4 of NPS EN-1) that there is a critical national priority (CNP) for the provision of nationally significant low carbon infrastructure, and paragraph 4.2.5 of NPS EN-1 confirms that low carbon infrastructure includes offshore generation that does not involve fossil fuel combustion. Paragraph 4.2.7 explains that the substantial weight which should be given to this need in assessing applications, as set out in paragraphs 3.2.6 to 3.2.8 of EN-1, is the starting point for all assessments of energy infrastructure applications. There is a presumption that the CNP outweighs non-HRA or non-MCZ residual impacts after the mitigation hierarchy has been applied, and that the Secretary of State must treat such infrastructure as if it has met any tests which are</p>

ID	Action Point recorded	Applicant Response
		<p>set out within the NPSs, or any other planning policy, which requires a clear outweighing of harm, exceptionality or very special circumstances.</p> <p>The significant public benefits clearly and demonstrably outweigh the interference with the rights of those with interest on the Order Land (NPS EN-1 paragraphs 4.2.15-4.2.16).</p> <p>There is a pressing need for the renewable energy infrastructure proposed in the Outer Dowsing offshore wind farm application now, and with that, to grant the compulsory acquisition powers required to ensure that the Project can be delivered. If the Project had to wait until there was greater certainty over the grid connection location, that would ultimately delay its delivery and result in the Project not contributing to 2030 targets. Considering the overall nature of the UK Government’s plans for offshore wind and the plans for the National Grid to ensure that generating capacity can be connected, it is necessary that in order for both those plans to be achieved they have to be progressed in parallel, and that requires flexibility. The urgency is such that developers cannot wait until all of the grid connections are in place before promoting the Orders that would allow the generating capacity to be delivered. It is a challenging and ambitious target to produce the generating capacity and the necessary grid infrastructure. If the generating capacity has to wait for the grid infrastructure to be in place, then that challenge effectively becomes impossible to achieve.</p> <p>NPS EN3 specifically recognises the potential need for offshore wind projects to provide for flexibility to account for uncertainty in the location of onshore substations in paragraph 2.8.74 which notes that:  <i>“Owing to the complex nature of offshore wind farm development, many of the details of a proposed scheme may be unknown to the applicant at the time of the application to the Secretary of State. Such aspects may include:</i>  ... <ul style="list-style-type: none"> <li><i>the exact locations of offshore and/or onshore substations;”</i></li> </ul> <p>To limit the area over which compulsory acquisition powers could be used in the Connection Area would risk the timely delivery of the Project and in turn the urgently required contribution it would make to the net zero targets in the event that the National Grid Substation is sited somewhere within the Connection Area that is not covered by such powers, and the Applicant has not been able to negotiate a voluntary land deal. While the Applicant is committed to securing as many of the rights it needs as possible by voluntary land deals, it requires the use of compulsory acquisition powers as a backstop to enable this Nationally Significant Infrastructure Project to be developed if granted development consent. To say that it would be appropriate to frustrate the delivery of CNP infrastructure because of the temporary period in which a larger area of land than will ultimately be required is under the shadow of Compulsory Acquisition would be difficult to reconcile with the delivery of the UK Government’s policy and targets to achieve net zero and delivering offshore wind.</p> <p>Therefore, applying the test under section 122(3), the test is clearly satisfied, notwithstanding the acknowledged impact on the landowners affected.</p> <p>For all the above reasons, the powers sought in respect of the Connection Area are necessary and proportionate.</p> <p><u>Potential impact on National Grid Electricity Transmission (NGET) when it applies for a new substation</u>  Protective Provisions for the protection of NGET have been agreed with NGET and these are set out in Schedule 18, Part 7 of the draft DCO (document 3.1, version 10). The protective provisions incorporate provisions related to the future projects being brought forward by NGET, being Grimsby to Walpole and Eastern Green Link 3 and 4. Under paragraph 6(2) of the Protective Provisions, the Applicant must not, unless otherwise agreed in writing, acquire any land shown coloured purple on the NGET protective provisions plan (document 21.21, version 2). The land shown coloured purple on said plan is land identified as possibly being required for Grimsby to Walpole and Eastern Green Link 3 and 4. Under paragraph 3 of the Protective Provisions, the Applicant is obliged to use reasonable endeavours to avoid any conflict arising between the carrying out, maintenance and operation of the authorised development and the Proposed NGET Projects, and limbs (a) to (d) provide some examples of what reasonable endeavours means which includes undertaking consultation with NGET on detailed design and programming of the Project and having regard to the anticipated programme of works</p> </p>

ID	Action Point recorded	Applicant Response
		<p>for Grimsby to Walpole and Eastern Green Link 3 and 4. Under paragraph 13(3) of the Protective Provisions, NGET is also obliged to provide the Applicant with regular updates on its plans for the Grimsby to Walpole and Eastern Green Link 3 and 4 projects. The Protective Provisions therefore provide a framework for coordination between the Applicant and NGET.</p> <p>In terms of sequencing, National Grid will bring forward its own DCO which will set out any provision needed in order to ensure the delivery of that project. National Grid has the ability, if justified, to make changes to the landownership position (including acquiring the Applicant's land) and can also make amendments to the Applicant's DCO, if necessary.</p> <p>The combination of the protection for NGET incorporated into the Applicant's DCO and the fact that National Grid's project will come second in the sequence will ensure that that National Grid's position is adequately addressed both in terms of its status as a future landowner and as a statutory undertaker, through the combination of the two measures.</p>



### **3 The Applicant's Response to Action Points from ISH 8**

3. This section is provided in response to Action Points arising from ISH 8. Action points other than 7 were raised against the Applicant in whole or part. The Applicant's response is provided below.

### 1.3 Applicant's Response to ISH8 Action Point 1, 2 and 3

ID	Action Point recorded	Applicant Response
ISH8 AP1	Orsted IPs and Equinor IPs to hold discussions with the Applicant relating to the applicants Wake Impact Assessment Report [REP5-152] and Carbon Payback Sensitivity Analysis [REP5-100] and provide detailed responses to these documents, including whether they consider the findings of the Wake Impact Assessment Report to be significant in EIA terms.	<p>The Applicant has provided its response to these action points in 2. The Applicant's Submissions on Wake Loss Matters (document reference 24.12 submitted at Deadline 6).</p> <p>Subsequent to ISH 8, the Applicant met with the Orsted IPs on 25<sup>th</sup> March 2025 whereupon the Orsted IPs broadly accepted the findings of the Wake Impact Assessment Report (REP5-152). The Applicant and the Orsted IPs agreed that <i>"the parties hold fundamentally differing positions regarding the policy tests and the need for protective provisions, with both parties intending to set out their positions in writing at Deadline 6 for the Examining Authority's consideration"</i>. The Applicant issued Revision 2 of the Wake Impact Assessment Report (document reference 23.6 submitted at Deadline 6) to the Orsted IPs on 3<sup>rd</sup> April 2025 prior to Deadline 6 noting this revision was undertaken on the basis of an updated Dudgeon Extension Project (DEP) indicative wind turbine generator (WTG) layout such that no WTGs are placed within the obstacle free zone for navigational safety in the northwestern part of the DEP North array area, which is secured in Requirement 35 of The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024.</p>
ISH8 AP2	Following liaison with the Applicant on this matter, Orsted IPs and Equinor IPs to provide a written submission to set out: why the economic impacts may bring forward the decommissioning of their OWFs; also, whether an economic loss based upon the applicant's initial findings would still represent a risk to the longer-term viability of their respective assets	
ISH8 AP3	Orsted, Equinor and the Applicant to have further engagement and to provide analysis of their respective positions in relation to NPS policy tests and protective provisions and to provide an agreed final statement by deadline 6.	<p>Subsequent to ISH 8, the Applicant met with the Equinor IPs on 31<sup>st</sup> March 2025 and the following joint statement has been agreed:</p> <p><i>"Action Point 3 from ISH8 (EV13-008), required the Applicant and Equinor IPs to have further engagement regarding policy tests and protective provisions and to provide an agreed final statement by Deadline 6. The Applicant and the Equinor IPs met on 31 March 2025, in which meeting it was agreed that the parties hold fundamentally differing positions regarding the policy tests and the need for protective provisions, with both parties intending to set out their positions in writing at Deadline 6 for the Examining Authority's</i></p>

ID	Action Point recorded	Applicant Response
		<i>consideration. The discussions between the Applicant and the Equinor IPs at the meeting on 31 March 2025 also addressed Action Point 1 and Action Point 2 from ISH8 (EV13-008). With respect to Action Point 1 it was agreed that Revision 2 of the Wake Impact Assessment Report (document reference 23.6 submitted at Deadline 6) would be shared with the Equinor IPs prior to Deadline 6 and that this revision would be undertaken on the basis of an updated Dudgeon Extension Project (DEP) indicative wind turbine generator (WTG) layout such that no WTGs are placed within the obstacle free zone for navigational safety in the northwestern part of the DEP North array area, which is secured in Requirement 35 of The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024. It was agreed that such a layout would represent a more realistic worst-case scenario and that on this basis Revision 2 of the Wake Impact Assessment Report (document reference 23.6 submitted at Deadline 6) represents a suitable basis for the assessment of the Project's impacts due to wake effects."</i>

#### 1.4 Applicant's Response to ISH8 Action Point 4

ID	Action Point recorded	Applicant Response
ISHJ8 AP4	Perenco and the applicant to have further engagement and provide an agreed final statement on protective provisions.	The Applicant and Perenco have agreed Protected Provisions with the exception of the 50m radius distance used to define the communication corridors. The Applicant and Perenco will continue with technical discussions to resolve this last remaining point as soon as possible after close of Examination.

#### 1.5 Applicant's Response to ISH8 Action Point 5

ID	Action Point recorded	Applicant Response
ISH8 AP5	Applicant to ensure that the final planning obligations and commercial side agreements tracker clearly identifies the	The Applicant has provided an updated version of The Applicant's planning obligations and side agreements tracker Land Use Chapter (document 18.5, version 2) at Deadline 6 addressing the points raised.

ID	Action Point recorded	Applicant Response
	issues that each agreement is intended to address as well as plans for any further action where agreement is not yet in place.	

#### 1.6 Applicant's Response to ISH8 Action Point 6

ID	Action Point recorded	Applicant Response
ISH8 AP6	Applicant to double check the BMV figures including cumulative loss presented throughout the ES documents to ensure accuracy and consistency.	The Applicant has provided an updated Land Use Chapter (document 6.1.25, version 4) at Deadline 6 addressing the issues raised.

#### 1.7 Applicant's Response to ISH8 Action Point 8

ID	Action Point recorded	Applicant Response
ISH8 AP8	TH Clements and the applicant to seek to resolve their outstanding disagreements on the Soil Management Plan and outline Code of Construction Practice and to provide an update at deadline 6	The Outline Soil Management Plan (document 8.1.3, version 7 submitted at Deadline 6) and outline Code of Construction Practice (document 8.1, version 8 submitted at Deadline 6) are now agreed between the Applicant and TH Clements.

#### 1.8 Applicant's Response to ISH8 Action Point 9

ID	Action Point recorded	Applicant Response
ISH8 AP9	Applicant to provide details of the made orders referred to during its response to questioning around Article 22(1)	The Applicant has provided details of the made Orders referred to in ISH8 within its hearing summary (Document 24.4 The Applicant's Written Summary of oral case put at Issue Specific Hearing 8, 19th March)

### 1.9 Applicant's Response to ISH8 Action Point 10

ID	Action Point recorded	Applicant Response
ISH8 AP10	Applicant and Lincolnshire County Council to hold discussions to seek to strengthen the OLEMS to allow for replanting at Work No 23 for the lifetime of the project and to provide an updated document by deadline 6.	<p>The Applicant has updated text within Section 2.5.5 (Maintenance and Management) of the OLEMS (Document 8.10, version 8) to address concerns raised by LCC, which were discussed under Agenda Item 3.5 of Issue Specific Hearing 8.</p> <p>The updated text states that in the unlikely event of external factors causing losses to the Onshore Substation (OnSS) planting (as covered by Works No. 23- Landscaping works in the DCO) during the lifetime of the Project, such that the purpose of screening the OnSS is no longer achieved as a result of gaps in the planting, replacement planting will be undertaken to infill gaps that may arise. This approach will ensure commitments are fulfilled in respect of providing screening of the OnSS and enhancing biodiversity.</p> <p>This update has been shared with LCC on 24<sup>th</sup> March, with feedback agreeing with this on 3<sup>rd</sup> April.</p>

### 1.10 Applicant's Response to ISH8 Action Point 11

ID	Action Point recorded	Applicant Response
ISH8 AP11	Shell and the Applicant to submit reasoning for why protective provisions are not agreed if this is the case by deadline 6 and identify any further action that may be necessary.	The Applicant previously included Protective Provisions for the protection of Shell in the draft DCO. Shell have not provided any update to the Applicant to state that the Protected Provisions are not agreed.

### 1.11 Applicant's Response to ISH8 Action Point 12

ID	Action Point recorded	Applicant Response
ISH8 AP12	The applicant to set out its case in support of protective provisions under S127 of PA2008,	The Applicant's case in terms of S 127 of the Planning Act 2008 is set out in the Applicant's Closing Statements (Document 24.13).



ID	Action Point recorded	Applicant Response
	or to signpost where this case has been set out already	