

**RWE Renewables UK Dogger Bank
South (West) Limited**

**RWE Renewables UK Dogger Bank
South (East) Limited**

**Dogger Bank South Offshore
Wind Farms**

**Responses to Supplementary Agenda Items CAH1
Submission at previous Draft Deadline 1**

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Glossary

Term	Definition
Development Consent Order (DCO)	An order made under the Planning Act 2008 granting development consent for one or more Nationally Significant Infrastructure Project (NSIP).
Dogger Bank South (East) Limited	RWE Renewables UK Dogger Bank South (East) Limited (DBSEL), company number 13656240, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB.
Dogger Bank South (West) Limited	RWE Renewables UK Dogger Bank South (West) Limited (DBSWL), company number 13656525, whose registered office is Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, England, SN5 6PB.
The Applicants	RWE Renewables UK Dogger Bank South (West) Limited and RWE Renewables UK Dogger Bank South (East) Limited as the owners of DBS West and DBS East respectively.
The Projects	DBS East and DBS West (collectively referred to as the Dogger Bank South offshore wind farms).

Acronyms

Acronym	Definition
CAH	Compulsory Acquisition Hearing
DBS	Dogger Bank South
DBSEL	RWE Renewables UK Dogger Bank South (East) Limited
DBSWL	RWE Renewables UK Dogger Bank South (West) Limited
DCO	Development Consent Order
ExA	Examining Authority

1 Introduction

1.1 Purpose of this document

1. As set out in the agenda for the Compulsory Acquisition hearing (CAH1) which was to be held on 22 October 2024, and in preparation for CAH1, the Examining Authority (ExA) provided a number of questions relating to the draft Development Consent Order (DCO) that required clarifications and/or the submission of additional information/evidence. The questions provided were based on the draft DCO volume 3 dated June 2024[APP-027].
2. The Applicants have responded to each of the ExA’s questions below.

Number	Subject	Response by	Question/Clarification	Applicants’ response
ARTICLES				
CAH1.SA.01	Drafting	Applicants	<p>Referencing of sections of Acts</p> <p>Throughout Part 5 there is an inconsistency in the way that sections/ parts of relevant Acts are referred to. In some instances, the section/ part is just referred to numerically e.g. Section 5A and sometimes it is quoted in full e.g. <i>Section 5A (time limit for general vesting declaration)</i>. For precision, please check Part 5 and amend so the approach is consistent.</p>	The Applicants will make the requested amendments to the Draft DCO [APP-027].

Number	Subject	Response by	Question/Clarification	Applicants' response
CAH1.SA.02	Drafting	Applicants	<p>Article 20(1) and (2)</p> <p>Should these articles include reference to operation? e.g. "... may acquire compulsorily so much of the Order land as is required for the DBS East/ West works, or to facilitate, or is incidental to, the construction, operation and maintenance of the DBS East/West Works."</p>	Yes. The Applicants will make the requested amendments to the Draft DCO [APP-027].
CAH1.SA.03	Clarification	Applicants	<p>Article 20(4)(b)</p> <p>As currently drafted, this refers to paragraph (2) of Article 22. Paragraph (2) of Article 22 is a reciprocal paragraph between DBSWL and DBSEL. Confirm if this is correct and if not, please amend accordingly.</p>	This was an error and should refer to paragraph (3) of Article 22. The Applicants will make this amendment to the Draft DCO [APP-027].
CAH1.SA.04	Drafting	Applicants	<p>Article 20(4)</p> <p>Should the list in this paragraph include a reference to Schedule 15 (Protective Provisions)? If so, amend as necessary.</p>	The Applicants are content to add a reference to Schedule 15 in Article 20(4) and will amend the Draft DCO [APP-027] accordingly.
CAH1.SA.05	Clarification	Applicants	<p>Article 22(6)</p> <p>Should this include reference to paragraph (3)? e.g. "in any case</p>	No. Paragraph (3) of Article 22(6) does not provide any powers of compulsory acquisition, rather it

Number	Subject	Response by	Question/Clarification	Applicants' response
			<p>where the acquisition of new rights or the imposition of restrictive covenants under paragraphs (1), (2) and (3) is required..."</p>	<p>governs the exercise of the powers that are granted by paragraphs (1) and (2) of Article 22. There is therefore no power that could be transferred under paragraph (3).</p>
CAH1.SA.06	Drafting	Applicants	<p>Article 22 Is additional drafting required at the end of this article in relation to compensation in respect of a right by the imposition of a new right or restriction? e.g. "Subject to the modifications set out in Schedule 8 the enactments for the time being in force with respect to compensation for the compulsory purchase of land are to apply in the case of a compulsory acquisition under this Order in respect of a right by the creation of a new right or imposition of a restriction as they apply to the compulsory purchase of land and interests in land"</p>	<p>No, this is already provided for in Article 22(5).</p>
CAH1.SA.07	Drafting	Applicants	<p>Article 23 (1)(a) As currently drafted 23(1)(a) only refers to the acquisition of land.</p>	<p>Article 23(2) contains similar provisions as Article 23(1) but in</p>

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			<p>Given that you also seek the acquisition of rights and the imposition of restrictions and this could be achieved through the grant of a lease, should this paragraph be amended as follows? From the date of acquisition of the land, or of the right, or of the benefit of the restriction by the undertaker, whether compulsorily, by agreement, or through the grant of a lease of the land by agreement; or"</p>	<p>relation to the acquisition of rights or imposition of restrictive covenants. Article 23(1) therefore does not need to refer to the acquisition of rights or imposition of restrictive covenants.</p> <p>The Applicants will, however, update the wording of Article 23(1)(a) of the Draft DCO [APP-027] to refer to the grant of a lease by agreement, as suggested by the ExA.</p>
CAH1.SA.08	Clarification	Applicants	<p>Article 23 (2)(a) As currently drafted, this only refers to the imposition of the restrictive covenants, is this correct or should this be amended to the imposition of "the restriction" to allow for other forms of control?</p>	<p>No. The powers in Article 22 do not extend to the imposition of other forms of control and are limited to the acquisition of new or existing rights or the imposition of restrictive covenants. Schedule 7 of the Draft DCO [APP-027] lists the rights and restrictive covenants that may be acquired, which does not include the imposition of other forms of control.</p>

Number	Subject	Response by	Question/Clarification	Applicants' response
CAH1.SA.09	Drafting	Applicants	Article 23 (2)(b) To improve the precision of the drafting should "in pursuance of the right" be added to the end of (2)(b)? e.g. "on the date of entry on land by the undertaker under section 11(1) of the 1965 Act (powers of entry) in pursuance of the right; "	The Applicants are content to add this wording to Article 23(2)(b) and will amend the Draft DCO [APP-027] accordingly.
CAH1.SA.10	Drafting	Applicants	Article 23 (3) As currently drafted this paragraph only refers to private rights, should it include a reference to restrictions? e.g. "Subject to the provisions of this article, all private rights or restrictions over land"	The Applicants agree that for clarity this wording should be added to Article 23(3) but are of the view that "restrictive covenants" should be used rather than "restrictions" to align with the drafting in the remainder of this Article. The Applicants will amend the Draft DCO [APP-027] accordingly.
CAH1.SA.11	Clarification	Applicants	Article 23 (6)(a)(i) As for Article 23 (2)(a), as currently drafted this only refers to the imposition of the restrictive covenants. Is this correct or should this be amended to the imposition of " the restriction " to allow for other forms of control?	Please see response to CAH1.SA.08 above, which also applies here.

Number	Subject	Response by	Question/Clarification	Applicants' response
CAH1.SA.12	Drafting	Applicants	Article 23 (6)(b) As currently drafted this only refers to a right, should it also include a reference to restrictions and should it include a reference to benefits as well as belongs? e.g. "any agreement made at the time between the undertaker and the person in or to whom the right or restriction in question is vested or belongs or benefits "	The Applicants agree that for clarity this wording should be added to Article 23(6)(b) but are of the view that "restrictive covenants" should be used rather than "restrictions" to align with the drafting in the remainder of this Article. The Applicants will amend the Draft DCO [APP-027] accordingly.
CAH1.SA.13	Drafting	Applicants	Article 23 (7)(a) As for Article 23 6(b) should the drafting also include a reference to restrictions and should it include a reference to benefits as well as belongs? e.g. "is made with a person in or to whom the right or benefit is vested, belongs or benefits "	The Applicants agree that for clarity this wording should be added to Article 23(7)(a) but are of the view that "restrictive covenants" should be used rather than "restrictions" to align with the drafting in the remainder of this Article. The Applicants will amend the Draft DCO [APP-027] accordingly.
CAH1.SA.14	Drafting	Applicants	Article 25 (3) As currently drafted this only refers to rights, should it also include a reference to restrictions? e.g. 'The interests and rights to which this article	The Applicants are content to add this wording to Article 25(3) (although assume that "if" is a typo and should be replaced with "of") and will amend the Draft DCO [APP-027] accordingly.

Number	Subject	Response by	Question/Clarification	Applicants' response
			<p>applies are any easements, liberty, privilege, right or advantage annexed to land and adversely affecting land, including any natural right to support and any restrictions as to the use if land arising by virtue of a contract."</p>	
CAH1.SA.15	Clarification	Applicants	<p>Article 26 (4)(a) Does this need to include reference to the modifications allowed by Schedule 8? e.g. "Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act as modified by Schedule 8 (modification of compensation and compulsory purchase enactments for creation of new rights and imposition of restrictive covenants)."</p>	<p>No, it is not necessary to refer to Schedule 8 here because Schedule 8 acts to modify certain compulsory purchase legislation only where that legislation applies to the compulsory acquisition powers under the Draft DCO [APP-027] – in this instance, the legislation is being disapplied and so it does not need to be modified by Schedule 8.</p>
CAH1.SA.16	Clarification	Applicants	<p>Article 27 (a) Provide further detail as to why paragraph 8(3) does not need to be incorporated for the Proposed Development.</p>	<p>Paragraph 8(3) of Schedule 2 of the Acquisition of Land Act 1981 provides that if the owner of the mines refuse to allow a person appointed by the acquiring authority for the purpose to enter the mines and any works</p>

Number	Subject	Response by	Question/Clarification	Applicants' response
				<p>connected with the mines under paragraph 8 then the owner shall be liable on summary conviction to a sum not exceeding £50.</p> <p>Where this Article is included within DCOs, it is common practice not to incorporate Paragraph 8(3), as it is not considered necessary to create a criminal offence where the owner of a mine refuses entry.</p> <p>The exclusion of Paragraph 8(3) from the incorporation of Parts 2 and 3 of Schedule 2 of the 1981 Act has been provided for in a number of DCOs, including most recently the National Grid (Bramford to Twinstead Reinforcement) Order 2024, the Cottam Solar Project Order 2024, the Mallard Pass Solar Farm Order 2024, and the M3 Junction 9 Development Consent Order 2024</p>

Number	Subject	Response by	Question/Clarification	Applicants' response
CAH1.SA.017	Clarification	Applicants	<p>Article 28(5)(b) The articles referred to in the insertion appear to be incorrect; article 26 refers to (temporary use of land for carrying out the authorised project) and article 27 refers to (temporary use of land for maintaining the authorised development). However, article 26 in the draft DCO refers to (acquisition of subsoil or airspace only) and article 27 refers to (Compulsory acquisition of land: minerals). Check and amend as necessary.</p>	<p>The Applicants will correct the cross-referencing in the Draft DCO [APP-027].</p>
CAH1.SA.18	Clarification	Applicants	<p>Article 30 (1)(c) Is this list complete or should it also include services and signage? Amend as necessary.</p>	<p>The Applicants note that Article 30(1)(f) includes the construction of works on land as are mentioned in Part 1 of Schedule 1. The list of "Further Associated Development" in Part 1 of Schedule 1 includes services and signage and so it is not thought necessary to add them to 30(1)(c).</p>

Number	Subject	Response by	Question/Clarification	Applicants' response
CAH1.SA.19	Drafting	Applicants	Article 30 (1)(g) For precision should this include a reference to which Part of the draft DCO it refers to as is done in 30 (1)(f)? e.g. "...subject to the requirements in Part 2 of Schedule 2".	The Applicants will make the suggested change to the Draft DCO [APP-027].
CAH1.SA.20	Clarification	Applicants	Article 30 (4)(c) As currently drafted, this only relates to works carried out in Schedule 3 (streets subject to street works). Would this include any new footpath surface or enhancements to footpaths that would be carried out to any footpaths, or works to bridges under this article and if it does for precision, should this be included in the drafting? e.g. "remove any new road surface or other improvements carried out under this article or any street specified in Schedule 3 (streets subject to street works) or any new footpath surface or other enhancements carried out under this article to any footpath or any improvements carried out	<p>The Applicants are not proposing any footpath enhancements but will make the suggested change (excluding reference to enhancements) to the Draft DCO [APP-027].</p> <p>The Applicants will also, for clarity, add reference to culverts in Article 30(4)(b), which may remain on land following construction (for example, crossing WX-063 referred to in the Appendix 5-2 Obstacle Crossing Register [APP-074]).</p>

Number	Subject	Response by	Question/Clarification	Applicants' response
CAH1.SA.21	Drafting	Applicants	<p>under this article to any bridge:"</p> <p>Article 31 (1) As currently drafted, would the article allow for the undertaker to enter onto land for the purposes of gaining access for maintaining the authorised project, or does this need to be explicitly stated within the drafting? e.g. "enter on any of the land within the Order limits for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised project".</p>	For clarity, the Applicants will add reference to taking access onto land to Article 31(1) of the Draft DCO [APP-027].
CAH1.SA.22	Clarification	Applicants	<p>Article 31 (11)(a) As currently drafted, this refers to Requirement 12(2) of the draft DCO which relates to the ecological management plan. Requirement 10(3) deals with the provision of a landscape management plan and Requirement 11 deals with the implementation and maintenance of landscaping. Check and amend as necessary.</p>	The Applicants will correct the cross-referencing in the Draft DCO [APP-027].

Number	Subject	Response by	Question/Clarification	Applicants' response
CAH1.SA.23	Clarification	Applicants	Article 32 (1) As currently drafted, this only refers to the Article and not the Schedule. For completeness should this also include reference to Schedule 15?	The Applicants will make the suggested change to the Draft DCO [APP-027].
CAH1.SA.24	Clarification	Applicants	Article 32 (1)(a) For completeness should "and as described in the Book of Reference" be added to the end of 1(a).	The Applicants will make the suggested change to the Draft DCO [APP-027].
CAH1.SA.25	Clarification	Applicants	Article 32 (1)(b) In order to cover all options should the following additional drafting be added to (1)(B) "extinguish or suspend the rights of or the restrictions for the benefit of or remove, relocate or reposition apparatus belonging to statutory undertakers, over or within the Order limits".	The Applicants will make the suggested change to the Draft DCO [APP-027].

SCHEDULE 8

CAH1.SA.26	Clarification	Applicants	Schedule 8 (4) As currently drafted, this paragraph refers to Articles 24 (modification of Part 1 of the 1965 Act), 18 (Compulsory Acquisition of land) and 20 (compulsory acquisition of rights) of Part 5 of	The Applicants will correct the cross-referencing in the Draft DCO [APP-027].
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Number	Subject	Response by	Question/Clarification	Applicants' response
			<p>the draft DCO. However, the references seem to be incorrect as in the draft DCO Article 24 deals with the application of the 1981 Act, Article 18 provides for the authority to survey and investigate land onshore and Article 20 deals with the compulsory acquisition of land. Can you check and amend as necessary.</p>	
CAH1.SA.27	Clarification	Applicants	<p>Schedule 8 (5)(5) As currently drafted, this refers to Article 18. Article 18 provides for the authority to survey and investigate land onshore. Please check whether this should refer to Articles 20 (compulsory acquisition of land) and/or Article 22 (compulsory acquisition of rights and amend as necessary.</p>	<p>The Applicants will correct the cross-referencing in the Draft DCO [APP-027].</p>
CAH1.SA.28	Clarification	Applicants	<p>Schedule 8 (5)(7) As currently drafted, this refers to Article 24 (4) which refers to the application of the 1981 Act. Should it refer to Article 28 (4) which refers to the modification of Part 1 of the 1965 Act? Check and amend as</p>	<p>Yes. The Applicants will correct the cross-referencing in the Draft DCO [APP-027].</p>

Number	Subject	Response by	Question/Clarification	Applicants' response
			necessary.	
CAH1.SA.29	Clarification	Applicants	<p>Schedule 8 (5)(8)(1)(1) As currently drafted, this refers to Article 22 (application of 1981 Act) of the draft DCO. However, Article 22 deals with the compulsory acquisition of rights. Should it refer to Article 24 which deals with the application of the 1981 Act? Check and amend as necessary.</p>	Yes. The Applicants will correct the cross-referencing in the Draft DCO [APP-027].
CAH1.SA.30	Clarification	Applicants	<p>Schedule 8 (5)(8)(1)(2) As currently drafted, this refers to Article 23(4) (acquisition of subsoil or airspace only) of the draft DCO. However, Article 23 deals with private rights over land. Should it refer to Article 26 with deals with acquisition of subsoil or airspace only? Check and amend as necessary.</p>	Yes. The Applicants will correct the cross-referencing in the Draft DCO [APP-027].

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