

Dated

29 January 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

SUMMARY OF WRITTEN REPRESENTATION
submitted on behalf of National Grid Electricity
Transmission plc

Summary of Written Representation

1. NGET owns assets that form an essential part of the electricity transmission network in England and Wales either within, or in close proximity to, the Dogger Bank South Project.
2. These assets include the existing Creyke Beck substation, various overhead lines and underground apparatus. Additionally, NGET is bringing forward a number of projects at this location comprising:
 - (a) an upgrade the existing Creyke Beck substation (**the Wanlass Beck Extension Project**);
 - (b) the construction of a new substation to the north of the existing Creyke Beck substation (**Birkhill Wood Substation Project**) (the Wanlass Beck Extension Project and the Birkhill Wood Substation Project are in this representation together known as the **NGET Upgrade Projects**);
 - (c) the construction of a new high voltage transmission line between the Wanlass Beck Extension and a new substation at High Marnham in Nottinghamshire known as the North Humber to High Marnham project (**NHHM Project**); and
 - (d) the construction of an access road off the A1079 to facilitate the construction, maintenance and operation of the NGET Upgrade Projects and connectee projects.
3. The NGET Upgrade Projects and the NHHM Project are required to facilitate the connection of third-party connectees to the National Grid (including the Dogger Bank South Project). NGET has entered into connection agreements with each of the relevant customers obligating NGET to provide a connection for each of their individual projects. A similar connection agreement is in place with the Promoter.
4. The Dogger Bank South Project overlaps with existing and future NGET infrastructure both physically and with regards to the timing of works. There is thus scope for the Dogger Bank South Project to compromise or prejudice the construction and operation of one or more of the future NGET projects detailed above to the detriment of not just NGET but third party connectees reliant on these NGET projects.
5. In light of this, NGET require protective provisions to be included within the Order to ensure that its existing and future assets and interests are adequately protected, as well as to ensure compliance with relevant safety standards. NGET's preferred form of protective provisions (**the NGET Protective Provisions**) include safeguarding wording in relation to future infrastructure that was secured in the recently granted Awel y Môr Offshore Wind Farm Development Consent Order (**the AYM DCO**).
6. NGET's solicitors (Addleshaw Goddard LLP) have been engaging with the Promoter's solicitors and have recently received comments on the NGET Protective Provisions.
7. It is noted that the Promoter has removed paragraphs 3-7 from the NGET Protective Provisions which were based on the AYM DCO and provide for the protection and safeguarding of the infrastructure and works associated with the NGET Upgrade Projects and the NHHM Project. Without specific safeguarding provisions for NGET's future upgrade projects, the protective provisions currently included in the draft Order only relate to existing NGET apparatus and land and so there is nothing to prevent the Dogger Bank South Project from adversely affecting the NGET Upgrade Projects and the NHHM Project to the serious detriment of NGET's undertaking and multiple connectee projects at this location.

8. Otherwise, the Promoter has not yet agreed NGET's standard protective provisions despite these having been incorporated into multiple DCOs and being necessary to protect existing NGET apparatus in the vicinity of the Project.
9. Until satisfactory agreement has been reached with the Promoter, NGET must continue to reserve the right to make further submissions to the examination and attend hearings at a later date.

Addleshaw Goddard LLP on behalf of NGET

29 January 2025