

**Network Rail**  
**Mona Offshore Windfarm**  
**Written Representation**  
**Deadline 1**

We are instructed by Network Rail Infrastructure Limited ("Network Rail") in relation to the application made by Mona Offshore Wind Ltd ("the Applicant") for development consent to construct and operate the Mona Offshore Wind Project development ("the DCO Scheme").

These submissions are prepared in order to respond to the Secretary of State's Rule 6 letter dated 23 July 2024 which requested a written representation to be submitted. Network Rail's position is substantially set out in its Section 56 Representation submitted on 3 May.

Network Rail is a statutory undertaker responsible for maintaining and operating the country's railway infrastructure and associated estate. Network Rail owns and operates Great Britain's railway network and has statutory and regulatory obligations in respect of it, therefore any proposed development which is adjacent to and interfaces with the railway network or potentially affects Network Rail's land interest will be carefully considered.

The DCO Scheme includes cables that interface with the railway network and therefore will require certain standard protections for the benefit of the railway.

Network Rail does not object in principle to the DCO Scheme but it does require its Protective Provisions being included in the DCO Scheme and entry by the Applicant into an Asset Protection Agreement and a Framework Agreement with Network Rail.

### **Protective Provisions**

Network Rail recognises the protective provisions for its benefit that are included in Part 8 of Schedule 10 to the draft DCO. Network Rail's standard Protective Provisions must be included on the face of the Order. Network Rail and the Applicant are still agreeing the final form of the Protective Provisions to be appended to the Framework Agreement, particularly with regard to the Electro Magnetic Interference ("EMI") provisions, their relevance and application to the DCO Scheme and the necessary theoretical and practical testing that Network Rail require the Applicant to undertake to determine the levels of EMI and carry out any required mitigation where EMI is found.

### **Framework Agreement**

Network Rail notes that the Promoter recognises the role that agreement between the parties will play in setting out the relationship between the parties as regards to the implementation of the powers under the DCO, once made. The parties are currently negotiating a Framework Agreement to manage the direct interface that the DCO Scheme has with the operational railway. The Framework Agreement must append the following documents: Network Rail's Protective Provisions, the Asset Protection Agreement (once completed) and the Property Agreement (once completed). It is Network Rail's position that it will not withdraw its objection until the Framework Agreement has been completed.

### **Property Agreement**

The Property Agreement will take the form of a Grant of Lease. The form of the Property Agreement is currently being negotiated between Network Rail and the Applicant's solicitors. The parties are currently agreeing rental figures and plans are being prepared, good progress is being made to agree the final form of the Property Agreement.

### **Asset Protection Agreement/Structures Agreement.**

It is noted that works detailed in Schedule 1 to the draft DCO relate to works on or adjacent to Network Rail's existing operational railway and railway infrastructure. Network Rail requires that this work is covered by the Asset Protection Agreement/Structures Agreement to be entered into between the Applicant and Network Rail. This agreement will ensure the appropriate and necessary technical, engineering and safety requirements for working on, over or near Network Rail's operational railway are applied to the DCO Scheme. Due to the location of the Applicant's proposed works, Network Rail requires an Asset Protection Agreement in order to carry out its statutory duty.

### **Requirements in order to withdraw**

It is acknowledged that discussions with the Applicant to date are on-going. However the Applicant's position has not changed since its s.56 representation. Network Rail still require the following criteria to be met, in order to withdraw the objections made above:-

1. Network Rail's standard form of the protective provisions are to be included in the draft DCO for the DCO Scheme;
2. the Applicant enters into a Framework Agreement to provide formal protection for Network Rail's statutory undertaking;
3. any required Property Agreement and Asset Protection Agreements/Structures Agreement or any other required agreements are entered into by the Applicant in respect of the acquisition of addressing both the acquisition of rights over Network Rail's operational land and carrying out of works on or adjacent to Network Rail's operational land; and
4. Network Rail is granted with clearance and any necessary regulatory consents. Entry into any of the agreements above is subject to internal clearance being granted within Network Rail following internal consultation with affected stakeholders across the business.