

MONA OFFSHORE WIND PROJECT

Response to SP Energy Networks D3 Submission

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Image of an offshore wind farm

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Glossary

Term	Meaning
Applicant	Mona Offshore Wind Limited.
Appropriate Assessment	A step-wise procedure undertaken in accordance with Article 6(3) of the Habitats Directive, to determine the implications of a plan or project on a European site in view of the site's conservation objectives, where the plan or project is not directly connected with or necessary to the management of a European site but likely to have a significant effect thereon, either individually or in-combination with other plans or projects.
Bodelwyddan National Grid Substation	This is the Point of Interconnection (POI) selected by the National Grid for the Mona Offshore Wind Project.
Competent Authority	Regulation 6(1) defines competent authorities as "any Minister, government department, public or statutory undertaker, public body of any description or person holding a public office".
Development Consent Order (DCO)	An order made under the Planning Act 2008 granting development consent for one or more Nationally Significant Infrastructure Project (NSIP).
Environmental Statement	The document presenting the results of the Environmental Impact Assessment (EIA) process for the Mona Offshore Wind Project.
Evidence Plan Process	The Evidence Plan process is a mechanism to agree upfront what information the Applicant needs to supply to the Planning Inspectorate as part of the Development Consent Order (DCO) applications for the Mona Offshore Wind Project.
Expert Working Group (EWG)	Expert working groups set up with relevant stakeholders as part of the Evidence Plan process.
Inter-array cables	Cables which connect the wind turbines to each other and to the offshore substation platforms. Inter-array cables will carry the electrical current produced by the wind turbines to the offshore substation platforms.
Interconnector cables	Cables that may be required to interconnect the Offshore Substation Platforms in order to provide redundancy in the case of cable failure elsewhere.
Intertidal access areas	The area from Mean High Water Springs (MHWS) to Mean Low Water Springs (MLWS) which will be used for access to the beach and construction related activities.
Intertidal area	The area between MHWS and MLWS.
Landfall	The area in which the offshore export cables make contact with land and the transitional area where the offshore cabling connects to the onshore cabling.
Local Authority	A body empowered by law to exercise various statutory functions for a particular area of the United Kingdom. This includes County Councils, District Councils and County Borough Councils.
Local Highway Authority	A body responsible for the public highways in a particular area of England and Wales, as defined in the Highways Act 1980.
Marine licence	The Marine and Coastal Access Act 2009 requires a marine licence to be obtained for licensable marine activities. Section 149A of the Planning Act 2008 allows an applicant for a DCO to apply for a 'deemed' marine licence as part of the DCO process. In addition,

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	licensable activities within 12nm of the Welsh coast require a separate marine licence from Natural Resource Wales (NRW).
Maximum Design Scenario (MDS)	The scenario within the design envelope with the potential to result in the greatest impact on a particular topic receptor, and therefore the one that should be assessed for that topic receptor.
Mona 400kV Grid Connection Cable Corridor	The corridor from the Mona onshore substation to the National Grid substation at Bodelwyddan.
Mona Array Area	The area within which the wind turbines, foundations, inter-array cables, interconnector cables, offshore export cables and offshore substation platforms (OSPs) forming part of the Mona Offshore Wind Project will be located.
Mona Array Scoping Boundary	The Preferred Bidding Area that the Applicant was awarded by The Crown Estate as part of Offshore Wind Leasing Round 4.
Mona Offshore Cable Corridor	The corridor located between the Mona Array Area and the landfall up to MHWS, in which the offshore export cables will be located.
Mona Offshore Cable Corridor and Access Areas	The corridor located between the Mona Array Area and the landfall up to MHWS, in which the offshore export cables will be located and in which the intertidal access areas are located.
Mona Offshore Transmission Infrastructure Scoping Search Area	The area that was presented in the Mona Scoping Report as the area encompassing and located between the Mona Potential Array Area and the landfall up to MHWS, in which the offshore export cables will be located.
Mona Offshore Wind Project	The Mona Offshore Wind Project is comprised of both the generation assets, offshore and onshore transmission assets, and associated activities.
Mona Offshore Wind Project Boundary	The area containing all aspects of the Mona Offshore Wind Project, both offshore and onshore.
Mona Offshore Wind Project PEIR	The Mona Offshore Wind Project Preliminary Environmental Information Report (PEIR) that was submitted to The Planning Inspectorate (on behalf of the Secretary of State) and NRW for the Mona Offshore Wind Project.
Mona Offshore Wind Project Scoping Report	The Mona Scoping Report that was submitted to The Planning Inspectorate (on behalf of the Secretary of State) and NRW for the Mona Offshore Wind Project.
Mona Onshore Cable Corridor	The corridor between MHWS at the landfall and the Mona onshore substation, in which the onshore export cables will be located.
Mona Onshore Development Area	The area in which the landfall, onshore cable corridor, onshore substation, mitigation areas, temporary construction facilities (such as access roads and construction compounds), and the connection to National Grid substation will be located
Mona Onshore Transmission Infrastructure Scoping Search Area	The area that was presented in the Mona Scoping Report as the area located between MHWS at the landfall and the onshore National Grid substation, in which the onshore export cables, onshore substation and other associated onshore transmission infrastructure will be located.
Mona PEIR Offshore Cable Corridor	The corridor presented at PEIR that was consulted on during statutory consultation and has subsequently been refined for the application for Development Consent. It is located between the Mona Array Area and the landfall up to MHWS, in which the offshore export cables and the offshore booster substation will be located.

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Term	Meaning
Mona PEIR Offshore Wind Project Boundary	The area presented at PEIR containing all aspects of the Mona Offshore Wind Project, both offshore and onshore. This area was the boundary consulted on during statutory consultation and subsequently refined for the application for Development Consent.
Mona Potential Array Area	The area that was presented in the Mona Scoping Report and in the PEIR as the area within which the wind turbines, foundations, meteorological mast, inter-array cables, interconnector cables, offshore export cables and OSPs forming part of the Mona Offshore Wind Project were likely to be located. This area was the boundary consulted on during statutory consultation and subsequently refined for the application for Development Consent.
Mona Proposed Onshore Development Area	The area presented at PEIR in which the landfall, onshore cable corridor, onshore substation, mitigation areas, temporary construction facilities (such as access roads and construction compounds), and the connection to National Grid infrastructure will be located. This area was the boundary consulted on during statutory consultation and subsequently refined for the application for Development Consent.
Mona Scoping Report	The Mona Scoping Report that was submitted to The Planning Inspectorate (on behalf of the Secretary of State) and NRW for the Mona Offshore Wind Project.
National Policy Statement (NPS)	The current national policy statements published by the Department for Energy Security & Net Zero in 2024.
Non-statutory consultee	Organisations that an applicant may choose to consult in relation to a project who are not designated in law but are likely to have an interest in the project.
Offshore Substation Platform (OSP)	The offshore substation platforms located within the Mona Array Area will transform the electricity generated by the wind turbines to a higher voltage allowing the power to be efficiently transmitted to shore.
Offshore Wind Leasing Round 4	The Crown Estate auction process which allocated developers preferred bidder status on areas of the seabed within Welsh and English waters and ends when the Agreements for Lease (AfLs) are signed.
Pre-construction site investigation surveys	Pre-construction geophysical and/or geotechnical surveys undertaken offshore and, or onshore to inform, amongst other things, the final design of the Mona Offshore Wind Project.
Point of Interconnection	The point of connection at which a project is connected to the grid. For the Mona Offshore Wind Project, this is the Bodelwyddan National Grid Substation.
Relevant Local Planning Authority	The Relevant Local Planning Authority is the Local Authority in respect of an area within which a project is situated, as set out in Section 173 of the Planning Act 2008. Relevant Local Planning Authorities may have responsibility for discharging requirements and some functions pursuant to the DCO, once made.
the Secretary of State for Business, Energy and Industrial Strategy	The decision maker with regards to the application for development consent for the Mona Offshore Wind Project.
Statutory consultee	Organisations that are required to be consulted by an applicant pursuant to the Planning Act 2008 in relation to an application for development consent. Not all consultees will be statutory consultees (see non-statutory consultee definition).

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Term	Meaning
Wind turbines	The wind turbine generators, including the tower, nacelle and rotor.
The Planning Inspectorate	The agency responsible for operating the planning process for NSIPs.

Acronyms

Acronym	Description
AfL	Agreement for Lease
BEIS	Department for Business, Energy and Industrial Strategy
BNG	Biodiversity net gain
DCO	Development Consent Order
EIA	Environmental Impact Assessment
EnBW	Energie Baden-Württemberg AG
EWG	Expert Working Group
HVAC	High Voltage Alternating Current
IEF	Important Ecological Feature
IEMA	Institute for Environmental Management and Assessment
ISAA	Information to support the Appropriate Assessment
MDS	Maximum Design Scenario
MHWS	Mean High Water Springs
MLWS	Mean Low Water Springs
NBB	Net Benefits for Biodiversity
NRW	Natural Resources Wales
NSIP	Nationally Significant Infrastructure Project
NTS	Non-Technical Summary
OSP	Offshore Substation Platform
PDE	Project Design Envelope
PEI	Preliminary Environmental Information
PEIR	Preliminary Environmental Information Report
POI	Point of Interconnection
SAC	Special Area of Conservation
SoCC	Statement of Community Consultation
SPA	Special Protection Area
TCE	The Crown Estate
WTW	Wildlife Trust Wales
TWT	The Wildlife Trusts

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Units

Unit	Description
GW	Gigawatt
km	Kilometres
km ²	Kilometres squared
kV	Kilovolt
MW	Megawatt
m	Metres
nm	Nautical miles

1 Response to SP Energy Networks D3 Submission

1.1 Introduction

1.1.1.1 The Applicant has responded to SP Energy Networks Deadline 3 submission below.

2 Response to SP Energy Networks D3 Submission

Table 2.1: REP3-106 - SP Energy Networks

Planning Inspectorate Ref. No.	SP Energy Networks response	Applicant's response
REP3-106.1	<p>Application</p> <p>1. The following provisions have effect for the protection of SP Manweb unless otherwise agreed in writing between the undertaker and SP Manweb.</p>	<p>During Compulsory Acquisition Hearing 1, the Applicant reported that the Protective Provisions for the benefit of SP Manweb were agreed. The Applicant has since identified a drafting point which requires clarification with SP Manweb prior to making the necessary updates to Schedule 10, Part 4. The Applicant is confident that this outstanding point is minor in nature and will not pose any barrier to SP Manweb and the Applicant reaching agreement on Protective Provisions. An update will be provided at Deadline 5.</p>
REP3-106.2	<p>Interpretation</p> <p>2. In this Part of this Schedule—</p> <p>“alternative apparatus” means appropriate alternative apparatus to enable SP Manweb to fulfil its statutory functions in a manner no less efficient than previously (to the reasonable satisfaction of SP Manweb);</p> <p>“apparatus” means electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by SP Manweb together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of SP Manweb for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;</p> <p>“authorised development” has the same meaning as is given to the term “authorised development” in article 2 (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Part of this Schedule;</p> <p>“commence” has the same meaning as in article 2 of this Order and commencement must be construed to have the same meaning;</p> <p>“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements,</p>	

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Planning Inspectorate Ref. No.	SP Energy Networks response	Applicant's response
	<p>agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;</p> <p>“functions” includes powers and duties;</p> <p>“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;</p> <p>“maintain” and “maintenance” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SP Manweb including construct, use, repair, alter, inspect, renew or remove the apparatus;</p> <p>“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;</p> <p>“SP Manweb” means SP Manweb PLC (Company No. 02366937) whose registered office is at 3 Prenton Way, Prenton, CH43 3ET or any successor company;</p> <p>“specified works” means any of the authorised development or activities undertaken in association with the authorised development which:</p> <p>(a) will or may be situated over, under or within 15 metres (measured in any direction) of any apparatus the removal of which has not been required by the undertaker under paragraph 5(2) or otherwise;</p> <p>(b) is reasonably likely to adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 5(2) or otherwise; and/or</p> <p>(c) include any of the activities that are referred to in SP Manweb’s policies for development near overhead lines EN43-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines”, and guidance note 47 “Avoiding Danger from Underground Services”.</p>	
REP3-106.3	On Street Apparatus	

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Planning Inspectorate Ref. No.	SP Energy Networks response	Applicant's response
	<p>3. Except for paragraphs 7, 8 and 9 of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of SP Manweb, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and SP Manweb are regulated by the provisions of Part 3 of the 1991 Act.</p>	
REP3-106.4	<p>Acquisition of land</p> <p>4.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate or acquire or take temporary possession of any land interest of SP Manweb or appropriate, acquire, extinguish, interfere with or override any easement or other interest or right and/or apparatus of SP Manweb otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).</p>	
REP3-106.5	<p>(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between SP Manweb and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of SP Manweb and/or affects the provisions of any enactment or agreement regulating the relations between SP Manweb and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as SP Manweb reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between SP Manweb and the undertaker acting reasonably and which must be no less favourable on the whole to SP Manweb unless otherwise agreed by SP Manweb, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.</p>	
REP3-106.6	<p>(3) Where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of</p>	

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	<p>costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SP Manweb and/or other enactments relied upon by SP Manweb as of right or other use in relation to the apparatus, then the provisions in this Schedule must prevail.</p>	
REP3-106.7	<p>(4) No agreement or consent granted by SP Manweb under any other paragraph of this Part of this Schedule constitutes agreement under sub-paragraph (1).</p>	
REP3-106.8	<p>Removal of apparatus</p> <p>5.—(1) If, in the exercise of the agreement reached in accordance with paragraph 4 or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of SP Manweb to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of SP Manweb in accordance with sub-paragraphs (2) to (5) inclusive.</p>	
REP3-106.9	<p>(2) If, for the purpose of executing any specified works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to SP Manweb at least 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order SP Manweb reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to SP Manweb to its satisfaction (taking into account paragraph 6(1) below) the necessary facilities and rights— (</p> <p>a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and</p> <p>(b) subsequently for the use and maintenance of that apparatus.</p>	

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Planning Inspectorate Ref. No.	SP Energy Networks response	Applicant's response
REP3-106.10	<p>(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, SP Manweb must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.</p>	
REP3-106.11	<p>(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between SP Manweb and the undertaker.</p>	
REP3-106.12	<p>(5) SP Manweb must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to SP Manweb of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.</p>	
REP3-106.13	<p>(6) Where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus/including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SP Manweb and/or other enactments relied upon by SP Manweb as of right or other use in relation to the apparatus, then the provisions in this Schedule must prevail.</p>	
REP3-106.14	<p>Facilities and rights for alternative apparatus</p> <p>6.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SP Manweb facilities and rights in land for the construction, use, maintenance and protection of</p>	

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Planning Inspectorate Ref. No.	SP Energy Networks response	Applicant's response
	<p>alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and SP Manweb and must be no less favourable on the whole to SP Manweb than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by SP Manweb.</p>	
<p>REP3-106.15</p>	<p>(2) If the facilities and rights to be afforded by the undertaker and agreed with SP Manweb under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to SP Manweb than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 13 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to SP Manweb as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph, article 46 (arbitration) applies.</p>	
<p>REP3-106.16</p>	<p>Retained apparatus: Protection of SP Manweb as Electricity Undertaker</p> <p>7.—(1) Not less than 56 days before the commencement of any specified works the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker must submit to SP Manweb a plan of the works to be executed and seek from SP Manweb details of the underground extent of their electricity tower foundations.</p>	
<p>REP3-106.17</p>	<p>(2) In relation to specified works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to SP Manweb under sub-paragraph (1) must include a method statement which is consistent with the Onshore Construction Method Statement dated January 2024 or as subsequently updated and approved and provided by the undertaker together with the Code of</p>	

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	<p>Construction Practice to SP Manweb and show and describe— (a) the exact position of the specified works;</p> <p>(b) the level at which the specified works are proposed to be constructed or renewed;</p> <p>(c) the manner of their construction or renewal;</p> <p>(d) the position of all apparatus;</p> <p>(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and</p> <p>(f) any intended maintenance regimes.</p>	
<p>REP3-106.18</p>	<p>(3) In relation to any specified works which will or may be situated on, over, under or within 10 metres and 15m for 132kV apparatus of any part of the foundations of an electricity supports or between any two or more adjacent electricity supports which are within the Order limits or within 10 metres of the Order limits, the plan to be submitted under sub-paragraph (1) must include a method statement which, in addition to the matters set out in sub-paragraph (2), must— (a) describe details of any cable trench design including route, dimensions, clearance to support foundations;</p> <p>(b) demonstrate that support foundations will not be affected prior to, during and post construction;</p> <p>(c) describe load bearing capacities of trench supporting structures;</p> <p>(d) describe details of cable installation methodology including access arrangements, jointing bays and backfill methodology;</p> <p>(e) provide a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;</p> <p>(f) provide written details of the operations and maintenance regime for the cable, including frequency and method of access;</p> <p>(g) provide an assessment of earth rise potential if reasonably required by SP Manweb's engineers;</p> <p>(h) provide evidence that trench collapse resistance and supporting structures bearing capacity are to be designed to 26 tonnes to take the weight of overhead line construction traffic.</p>	

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REP3-106.19	(4) The undertaker must not commence any works to which sub-paragraph (2) or (3) applies until SP Manweb has given written approval of the plan so submitted provided that SP Manweb must not unreasonably delay notification of its approval or disapproval.	
REP3-106.20	(5) Any approval of SP Manweb required under sub-paragraph (4)— (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (7) or (9); and (b) must not be unreasonably withheld or delayed.	
REP3-106.21	(6) If after the expiry of 56 days SP Manweb has not communicated approval or disapproval, SP Manweb is deemed to have approved the plans as supplied.	
REP3-106.22	(7) In relation to any work requiring the submission of a plan under sub-paragraph (1), SP Manweb may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus and SP Manweb must notify the undertaker of such modifications within a period of 56 days beginning with the date on which the plan required under sub-paragraph (1) has been submitted to SP Manweb.	
REP3-106.23	(8) Works requiring the submission of a plan under sub-paragraph (1) must only be executed in accordance with the plan as approved or as amended from time to time by agreement between the undertaker and SP Manweb and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5), (7) or (9) by SP Manweb for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and SP Manweb will be entitled to watch and inspect the execution of those works.	
REP3-106.24	(9) Where SP Manweb reasonably requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to	

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	<p>this paragraph, must be carried out to SP Manweb's reasonable satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and SP Manweb must give 56 days' notice of such works from the date of submission of a plan pursuant to sub-paragraph (1) (except in an emergency).</p>	
REP3-106.25	<p>(10) If SP Manweb in accordance with sub-paragraphs (7) or (9) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (7) to (9) apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).</p>	
REP3-106.26	<p>(11) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph must apply to and in respect of the new plan.</p>	
REP3-106.27	<p>12) The undertaker must not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to the SP Manweb notice as soon as is reasonably practicable and a plan of those works and must—</p> <p>(a) comply with sub-paragraphs (7), (8) and (9) insofar as is reasonably practicable in the circumstances; and</p> <p>(b) comply with sub-paragraph (13) at all times.</p>	
REP3-106.28	<p>(13) At all times when carrying out any works authorised under the Order, the undertaker must comply with statutory requirements and guidelines for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines" in relation to any apparatus and aligning with SP Manweb guidelines.</p>	
REP3-106.29	<p>Expenses</p> <p>8.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SP Manweb on demand all reasonable charges,</p>	

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	<p>costs and expenses reasonably incurred by SP Manweb in direct consequence of the execution of any authorised development including without limitation in respect of—</p> <p>(a) any costs reasonably incurred by or compensation properly paid by SP Manweb in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by SP Manweb as a consequence of SP Manweb—</p> <p>(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 5(3); and/or</p> <p>(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SP Manweb;</p> <p>(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;</p> <p>(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;</p> <p>(d) the approval of plans;</p> <p>(e) the carrying out of protective works (including any temporary protective works and their removal);</p> <p>(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.</p>	
REP3-106.30	(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.	
REP3-106.31	<p>(3) If in accordance with the provisions of this Part of this Schedule— (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or</p> <p>(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which</p>	

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	<p>the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 46 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to SP Manweb by virtue of sub-paragraph (1) will be reduced by the amount of that excess</p>	
REP3-106.32	<p>(4) For the purposes of sub-paragraph (3)— (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and</p> <p>(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.</p>	
REP3-106.33	<p>(5) An amount which apart from this sub-paragraph would be payable to SP Manweb in respect of works by virtue of sub-paragraph (1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on SP Manweb any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.</p>	
REP3-106.34	<p>Indemnity</p> <p>9.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by</p>	

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	<p>the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of SP Manweb, or if there is any interruption in any service provided, or in the supply of any goods by SP Manweb, or SP Manweb becomes liable to pay any amount to any third party, the undertaker must— (a) bear and pay on demand accompanied by an invoice or claim from SP Manweb the cost reasonably and properly incurred by SP Manweb in making good such damage or restoring the supply; and</p> <p>(b) indemnify SP Manweb for any other expenses, loss, demands, proceedings, damages, claims, penalties or costs incurred by or recovered from SP Manweb, by reason or in consequence of any such damage or interruption or SP Manweb becoming liable to any third party as aforesaid other than arising from any default of SP Manweb, provided that at all times SP Manweb will be under an obligation to take reasonable steps to mitigate its loss.</p>	
REP3-106.35	<p>2) The fact that any act or thing may have been done by SP Manweb on behalf of the undertaker or in accordance with a plan approved by SP Manweb or in accordance with any requirement of SP Manweb as a consequence of the authorised development or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this paragraph where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not materially accord with the approved plan (or as otherwise agreed between the undertaker and SP Manweb pursuant to paragraph 8).</p>	
REP3-106.36	<p>(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—</p> <p>(a) any damage or interruption to the extent that it is attributable to the neglect or default of SP Manweb, its officers, employees, contractors or agents;</p>	

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	<p>(b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by SP Manweb as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 7 (benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised development yet to be executed and not falling within this sub-paragraph 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph in respect of such new apparatus; and / or</p> <p>(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.</p>	
REP3-106.37	<p>(4) SP Manweb must give the undertaker reasonable notice of any claim or demand and no settlement, admission of liability or compromise or demand, unless payment is required in connection with a statutory compensation scheme, is to be made without first consulting the undertaker and considering its representations.</p>	
REP3-106.38	<p>Enactments and agreements</p> <p>10. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between SP Manweb and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and SP Manweb in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.</p>	
REP3-106.39	<p>Co-operation</p> <p>11.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or SP Manweb requires the removal of apparatus under paragraph 5(2) or SP Manweb makes requirements for the protection or alteration of apparatus under paragraph 7, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of SP</p>	

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	Manweb's undertaking and SP Manweb must use its best endeavours to co-operate with the undertaker for that purpose.	
REP3-106.40	(2) For the avoidance of doubt whenever SP Manweb's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by SP Manweb is required, it must not be unreasonably withheld or delayed.	
REP3-106.41	<p>Access</p> <p>12. If in consequence of the agreement reached in accordance with paragraph 4(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable SP Manweb to maintain or use the apparatus no less effectively than was possible before such obstruction.</p>	
REP3-106.42	<p>Arbitration</p> <p>13. Save for differences or disputes arising under paragraphs 5(1), 5(2), 5(4) and 7 any difference or dispute arising between the undertaker and SP Manweb under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and SP Manweb, determined by arbitration in accordance with article 46 (arbitration).</p>	