

MONA OFFSHORE WIND PROJECT

Response to DTM Legal LLP on behalf of Jennings Building & Civil Engineering Limited D4 Submission

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Image of an offshore wind farm

MONA OFFSHORE WIND PROJECT

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MONA OFFSHORE WIND PROJECT

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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Term	Meaning
	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
nm	Nautical miles

1 Response to DTM Legal LLP on behalf of Jennings Building & Civil Engineering Limited D4 Submission

1.1 Introduction

1.1.1.1 The Applicant has responded to the submissions made by DTM Legal LLP on behalf of Jennings Building & Civil Engineering Limited.

2 Response to DTM Legal LLP on behalf of Jennings Building & Civil Engineering Limited D4 Submission

Table 2.1: REP4-117 - DTM Legal LLP on behalf of Jennings Building & Civil Engineering Limited

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
REP4-117.1	<p>With regards to the Book of Reference (which accompanies the application for a Development Consent Order for the Mona Offshore Wind Farm), we understand that Our Client is the recognised owner of the following Plot numbers:</p> <p>02-014; 02-015; 02-016; 02-017; 02-018; 02-019; 02-020; 02-021; 02-022; 02-023; and 02-024</p> <p>We are instructed to make the following submissions:</p>	<p>The Applicant is seeking to enter into a voluntary agreement with Jennings Building & Civil Engineering Limited over the below plots for both temporary possession and the acquisition of rights.</p> <p>Currently, there is confirmation of ownership for plot 02-018 for which temporary possession is being sought and for plot 02-024 for which acquisition of rights is being sought, with negotiations between the parties. The Applicant is aware that Jennings Building and Civil Engineering Limited are the reputed owners for plots 02-016, 07-017, 02-019, 02-020, 02-021, 02-022, 02-023 and therefore the Applicant seeks confirmation of ownership to be provided, in order that a voluntary agreement with Jennings Building and Civil Engineering Limited can be progressed.</p>
REP4-117.2	<p>The mines and minerals are expressly excluded from Our Client's registered title (title number WA651451). The ancillary powers of working those mines and minerals are reserved (for the benefit of the owner of those mines and minerals). The Applicant wishes to impose restrictive covenants on Our Client to, in particular, prevent excavations and to prevent operations which may obstruct, interrupt or interfere with the exercise of the rights. It is surely iniquitous to expect Our Client to accept an obligation to prevent a third party from exercising rights that it is lawfully able to exercise, such as rights of the owner of the mines and minerals. There are of course also the legal rights of</p>	<p>The Applicant notes the response and confirms it is in discussion with the owner of the mines and minerals which affect plots 02-018 and 02-024 and is seeking to secure rights with this owner through a voluntary agreement. The rights and restrictive covenants which apply to each plot are outlined in Schedule 8 of the draft DCO (PDA-003). The Applicant is also bound by Article 23 of the draft DCO, which relates to minerals.</p>

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
	<p>statutory undertakers which, again, Our Client should not be expected to interfere with. The obligation “to prevent” within the proposed restrictive covenants is therefore wholly inappropriate and ought to be replaced by specific and limited obligations on the landowner itself not to excavate, not to interfere etc - so as to exclude Our Client from having to be responsible for the actions of third parties (who may be undertaking activities entirely outside of Our Client’s knowledge and control)</p>	
<p>REP4-117.3</p>	<p>Our Client has previously (and in good faith) allowed the Applicant to undertake both non-intrusive and intrusive investigations in respect of Our Client’s property. As a result of the intrusive investigations, Our Client has no faith whatsoever in the Applicant making good any future damage that it may cause or alternatively ensuring that Our Client is adequately compensated for such damage. The intrusive investigations that were undertaken resulted in extensive damage to Our Client’s property followed by a derisory and reluctant compensation payment. Our Client is very fearful that, by permitting such sweeping rights, the Applicant will be free to cause even more damage (in respect of which Our Client will not have adequate protection). Again, Our Client is keen to ensure that any further damage to its property is restricted to the Easement Strip itself so as to avoid the extensive damage that Our Client has already experienced in respect of Our Client’s wider property.</p>	<p>The Applicant carried out intrusive ground investigation works comprising of one borehole in Autumn 2023. The Applicant was notified of the intention for a compensation claim to be submitted in January 2024, and the claim was received by the Applicant in March 2024. The compensation claim was agreed in June 2024 between the Applicant and the agent of Jennings Building and Civil Engineering Limited.</p> <p>Since the ground investigation works were concluded and the compensation claim settled, the Applicant has received no communication that there are outstanding issues in relation to the disturbance or compensation resulting from the survey that took place.</p> <p>The Applicant has committed to use trenchless techniques at the landfall (3.6. of the Project Description, APP-050) which will considerably reduce any disturbance to Jennings Building and Civil Engineering Limited. The impact of works to the landowner will be mitigated through the measures set out in the Outline Code of Construction Practice (REP4-023).</p>

Planning Inspectorate Ref. No.	Submission comment	Applicant's response
REP4-117.4	<p>Our Client is particularly concerned about the impact of the extensive rights on Our Client's property located outside of the Easement Strip. Our Client is concerned that, in particular, the rights of access (both during and after the initial construction works), the rights to create lay down areas, the rights to erect signage, the rights to discharge water, the rights to install additional equipment and service media, the rights to store and stockpile materials, the rights to erect supporting or protective structures and all other obstructive and adverse rights could easily prevent Our Client from maximising the potential of its own property. It has been already stressed in oral submissions that Our Client fears that these extensive rights will effectively sterilise the entirety of Our Client's ownership which is wholly unreasonable – especially when partnered with the derisory sums being offered to Our Client.</p>	<p>The Applicant is seeking temporary possession only over plots 02-015; 02-016; 02-017; 02-018; 02-019 and 02-020, to access Work No. 8 during construction. All land used on a temporary basis would be reinstated back to its initial use within 12 months of completion of the relevant stage of onshore works.</p>
REP4-117.5	<p>Since the prior use of Our Client's property as a landfill site, Our Client has spent considerable sums of money clearing and cleaning its property with a view to establishing an alternative, future use (including exploring the potential creation of a leisure/tourist destination similar of the current use of neighbouring land). By permitting such extensive rights over and across the full extent of Our Client's property, Our Client would effectively be prevented from putting the property to such alternative uses and maximising its potential. Our Client's position is therefore that all/any such rights and restrictive covenants ought to be limited solely to the Easement Strip itself so as to prevent the sterilisation of Our Client's neighbouring property</p>	<p>The Applicant has not been previously made aware of any plans to develop the land. The Applicant can confirm that following construction, there will be restrictions on the area of the permanent easement and refers to the restrictive covenants set out in Schedule 8 of the draft Development Consent Order (PDA-003).</p> <p>Certain activities can still occur within this permanent easement area; for example, with the necessary consent from the Applicant it would be possible to surface the area and place on it temporary structures, or for parking vehicles. The Applicant welcomes discussions with Jennings Building & Civil Engineering Limited to better understand the development that is proposed, and how this could coexist with the Mona Offshore Wind Project.</p>
REP4-117.6	<p>Indeed, the Applicant has proposed to Our Client's representative during negotiations that, if access rights across Our Client's neighbouring property cannot be agreed, then the Applicant's access ought to be restricted to the Easement Strip in order to connect into any adjoining contiguous easement strip over which the Applicant has rights. Furthermore, Our Client is of the view that, if needed by the Applicant, access to and from the Easement Strip could easily be created along the narrower strip of neighbouring land that Our Client understands is owned by The Crown – thereby considerably reducing the detrimental impact that the various rights and covenants will have on Our Client's wider property.</p>	<p>As outlined above in REP4-117.4, the Applicant is seeking temporary possession only over plots, 02-015, 02-016, 02-017, 02-018, 02-019 and 02-020, to access Work No. 8 during construction. No new permanent rights would be created or restrictive covenants imposed on these plots.</p>

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Planning Inspectorate Ref. No.	Submission comment	Applicant's response
REP4-117.7	<p>Furthermore, it has been indicated that the relevant cables will be buried at such a depth that any future surface interference following construction may well be negligible. This ought to be properly and thoroughly explored and understood on the basis that Our Client should not be put in a position whereby it is effectively forced to grant extensive rights to a third party and accept the imposition of restrictive covenants which, together, will at best materially restrict the future use of Our Client's property or at worst sterilise the entirety of Our Client's ownership, when, in reality, many of the proposed rights are likely to be superfluous or incapable of being exercised, given the depth of the proposed service media.</p>	<p>The depth of the landfall trenchless crossing at this location has not yet been determined.</p> <p>The class of acquisition of the plots the Applicant is seeking at this location (relating to plots 02-021; 02-022; 02-023; and 02-024) are cable rights under existing infrastructure and restrictive covenants. As Paragraphs 1.10.1.6 to 1.10.1.9 of the Statement of Reasons (APP-029) describes, this class of acquisition aims to '...prevent any interference with the existing use, damage to that infrastructure or environment' and once the cables are installed, the buried cables can co-exist with the existing land uses, which can resume, resulting in minimal interference to the owners and occupiers'.</p>
REP4-117.8	<p>Finally, Our Client has requested that we stress and repeat in the strongest terms possible that the proposed rights and restrictions must be limited to the already considerable Easement Strip so as not to sterilise the balance of Our Client's Property. We would be most grateful if you could please take these further, important submissions into account in assessing the Applicant's application.</p>	<p>The Applicant may only compulsorily acquire land or rights in land that are reasonably required for the development or to facilitate the development of the Mona Offshore Wind Project, contained within the limits of the DCO. The Applicant refers to its responses at REP4-117.5 and REP4-117.6 above. The Applicant is seeking to secure voluntary agreement and will continue to engage and negotiate for the rights being sought.</p>