

MONA OFFSHORE WIND PROJECT

Response to Examining Authority's Written Question 2.6.9 regarding Statutory Undertakers (ExQ2)

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Image of an offshore wind farm

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Prepared by:	Prepared for:
Burges Salmon LLP	Mona Offshore Wind Ltd.

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Glossary

Term	Meaning
Applicant	Mona Offshore Wind Limited.
Bodelwyddan National Grid Substation	This is the Point of Interconnection (POI) selected by the National Grid for the Mona Offshore Wind Project
Development Consent Order (DCO)	An order made under the Planning Act 2008 granting development consent for one or more Nationally Significant Infrastructure Project (NSIP).
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.
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.

Acronyms

Acronym	Description
DCO	Development Consent Order

1 Response to Examining Authority's Written Question 2.6.9 (ExQ2):

1.1 Introduction

1.1.1.1 The Examining Authority requested in the Examining Authority's Further Written Questions at Q2.6.9 that the Applicant make submissions in relation to s127 and s138 of the Planning Act 2008 ("PA 2008) where agreement has not been reached with statutory undertakers in relation to their Protective Provisions at Deadline 5.

1.1.1.2 Parts 1-8 of Schedule 10 of the draft DCO (Reference PDA-003) deals with Protective Provisions for statutory undertakers. Of those included, there are 3 statutory undertakers for whom the Protective Provisions remain to be finalised, but which the Applicant is confident Protective Provisions can be agreed before the close of Examination. This is the case for 1. Wales and West Utilities, 2. Network Rail Limited and 3. National Grid Electricity Transmission Plc.

1.1.1.3 Generally, it should be noted that the draft DCO (Reference PDA-003) includes powers to acquire a series of land rights and interests in land which will be required, on a permanent and temporary basis. In the event it has not been possible to acquire the land rights and interests by agreement, it will be necessary to compulsorily acquire these for the purposes of developing the Mona Offshore Wind Project. As such, the draft DCO includes powers to compulsorily acquire land and rights in land. Pursuant to Article 31 of the draft DCO and subject to the protective provisions of Schedule 10, it is confirmed that the Applicant may

(a) 'acquire compulsorily, or acquire new rights or impose restrictions over, the land belonging to statutory undertakers....'; and

(b) 'extinguish or suspend the rights of, or restrictions for the benefit of, or remove, relocate or reposition the apparatus belonging to statutory undertakers over or within the Order land'.

1.1.1.4 Where a statutory undertaker has made a representation about the compulsory acquisition of land or rights over land which has been acquired for the purpose of their undertaking, and this representation is not withdrawn, s127 of the PA 2008 applies.

1.1.1.5 Furthermore, section 138 of the PA 2008 applies to land if there subsists over the land a relevant right or there is on, under or over the land relevant apparatus. It further provides that a DCO may include provision for the extinguishment of the relevant right, or the removal of the relevant apparatus only if the Secretary of State is satisfied that the extinguishment or removal is necessary for the purpose of carrying out the development to which the DCO relates. Therefore, as the DCO includes the power for the Applicant to extinguish the rights of, remove or reposition the apparatus belonging to the statutory undertakers, section 138 of the PA 2008 is also engaged and specifically with proposed diversions.

1.1.1.6 The Applicant provides confirmation on the position with respect to s127 and s138 of the PA 2008 in terms of the remaining affected statutory undertakers, with whom Protective Provisions remain to be agreed. This relates to those referenced at paragraph 1.1.1.2 above. The Applicant does not however

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consider that the powers of compulsory acquisition included in the draft DCO would result in serious detriment to the undertaking of the statutory undertakers or their ability to carry out their undertaking and below, a summary position is provided as regards these statutory undertakers.

- 1.1.1.7 More generally, it should be noted that it is clear from previous considerations of section 127 of the PA 2008 in DCO decisions, that what constitutes ‘serious detriment’ is a high bar. Just because there is any adverse impact or detriment will not mean that serious detriment exists. It should also be noted that the procedure and test under section 127 (2) and 127 (5) only apply to compulsory acquisition of statutory undertakers’ land and the compulsory acquisition of a right over statutory undertakers’ land respectively, so any plots which are to be temporarily possessed do not need to meet the tests in sections 127 (2) and (3) in respect of compulsory acquisition of statutory undertakers’ land and sections 127(5) and (6) in respect of compulsory acquisition of a right over statutory undertakers’ land. Accordingly, there is no need for the Secretary of State to be satisfied that there is no serious detriment in the case of temporary possession.
- 1.1.1.8 Section 138(4) of the PA 2008 provides that the DCO may include provisions for the extinguishment of the relevant right, or the removal of the relevant apparatus only if the Secretary of State is satisfied that the extinguishment or removal is necessary for the purpose of carrying out the development to which the DCO relates. As is confirmed in the Statement of Reasons (Reference REP3-004), *‘The cables are intended to coexist with other infrastructure while causing the minimum interference, for example by limiting the impact to sub-surface under existing rail lines and highways and micro-siting the cables to avoiding needing to alter water apparatus. Other undertakers’ apparatus will only be altered where necessary and there are no proposals to remove any apparatus without a diversion being put in place’*. The rights sought are accordingly proportionate. In addition to that, the Applicant has included bespoke Protective Provisions for each of the statutory undertakers, relevant to the application under consideration within the draft DCO to ensure that the statutory undertakers rights and apparatus are protected and there is therefore no detriment to their ability to carry out its undertaking.
- 1.1.1.9 This approach accords with Government guidance from the Department for Levelling Up, Housing and Communities on the content of a development consent order required for a nationally significant infrastructure project (April 2024) which states that:
- “Applicants should expect to agree the form of protective provisions with the relevant parties for inclusion in the draft DCO prior to submitting the application for development consent. Where agreement on protective provisions has not been reached during the pre-application stage, applicants should include their preferred drafting taking into account the standard protective provisions commonly used by the relevant party (usually statutory undertakers) and endorsed in recent DCO decisions. [...] Most statutory undertakers have now developed their own preferred form of protective provisions which is very helpful to the preparation of the draft DCO. However, these must be adapted as necessary, so they accurately reflect the proposed development. They should also not simply negate other provisions of the DCO, particularly concerning proposed compulsory acquisition of statutory undertakers’ land.*

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Examining Authorities are expected to ensure that the final form of a recommended DCO contains protective provisions which are bespoke to the application under consideration.”

- 1.1.1.10 Accordingly, the Applicant asserts that the inclusion of the respective Protective Provisions for each of the 3 statutory undertakers, bespoke to each, adequately covers off the requirements of section 127 and 138 of the PA 2008.
- 1.1.1.11 Additionally, Awel y Môr is a statutory undertaker with an electricity generation licence whose consented DCO relating to the Awel y Môr Offshore Wind Farm Order 2023, overlaps in part with the Order limits of the Mona Offshore Wind Project, with both intending to connect into the National Grid Bodelwyddan Substation. There is ongoing liaison between these parties and a Joint Position Statement is being submitted, which confirms both parties intention to submit a set of agreed Protective Provisions for inclusion by Deadline 6. The Mona Joint Position Statement Awel y Mor has been submitted to the Examination (S_D5_34).

1.2 Background and legal tests

- 1.2.1.1 The Book of Reference, (Reference REP3-006), outlines the compulsory acquisition powers sought over the plots within the Order limits of the Mona Offshore Wind Project and identifies those affecting statutory undertakers.
- 1.2.1.2 Furthermore, the Applicant has set out in the Statement of Reasons (Reference REP3-004) why it considers that there is a compelling case in the public interest to compulsorily acquire land or create rights and impose restrictive covenants in, on, over or under land in all the plots included in the Book of Reference (Reference REP3-006).
- 1.2.1.3 The draft DCO (Reference PDA-003) includes powers to acquire a series of land rights and interests in land which will be required, on a permanent and temporary basis. In the event it has not been possible to acquire the land rights and interests by agreement, it will be necessary to compulsorily acquire these for the purposes of developing the Mona Offshore Wind Project. As such, the draft DCO includes powers to compulsorily acquire land and rights in land. Pursuant to Article 31 of the draft DCO and subject to the Protective Provisions of Schedule 10, it is confirmed that the Applicant may (a) *‘acquire compulsorily, or acquire new rights or impose restrictions over, the land belonging to statutory undertakers....’*; and (b) *‘extinguish or suspend the rights of, or restrictions for the benefit of, or remove, relocate or reposition the apparatus belonging to statutory undertakers over or within the Order land’*.
- 1.2.1.4 Section 127 of the PA 2008 provides that
- (1) This section applies in relation to land (“statutory undertakers' land”) if—
 - (a) the land has been acquired by statutory undertakers for the purposes of their undertaking,
 - (b) a representation has been made about an application for an order granting development consent before the completion of the examination of the application, and the representation has not been withdrawn, and
 - (c) as a result of the representation the Secretary of State is satisfied that—
 - (i) the land is used for the purposes of carrying on the statutory undertakers' undertaking, or

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(ii) an interest in the land is held for those purposes.

For the purposes of section 127 “land” includes any interest in or right over land (as defined in section 159 of the 2008 Act).

(2) An order granting development consent may include provision authorising the compulsory acquisition of statutory undertakers' land only to the extent that the Secretary of State is satisfied of the matters set out in subsection (3).

(3) The matters are that the nature and situation of the land are such that—

(a) it can be purchased and not replaced without serious detriment to the carrying on of the undertaking, or

(b) if purchased it can be replaced by other land belonging to, or available for acquisition by, the undertakers without serious detriment to the carrying on of the undertaking.

(4) Subsections (2) and (3) do not apply in a case within subsection (5).

1.2.1.5 Therefore, the above apply to plots where permanent acquisition is sought.

1.2.1.6 Pursuant to Section 127 of the PA 2008, it further provides that

(5) An order granting development consent may include provision authorising the compulsory acquisition of a right over statutory undertakers' land by the creation of a new right over land only to the extent that the Secretary of State is satisfied of the matters set out in subsection (6).

(6) The matters are that the nature and situation of the land are such that—

(a) the right can be purchased without serious detriment to the carrying on of the undertaking, or

(b) any detriment to the carrying on of the undertaking, in consequence of the acquisition of the right, can be made good by the undertakers by the use of other land belonging to or available for acquisition by them.

1.2.1.7 Therefore, the above applies to plots where permanent rights are sought and it should further be noted that the procedure and test under section 127(5) only applies to the compulsory acquisition of a right, so is not engaged by plots which are subject to Articles 29 and 30 of the DCO alone (relating to temporary use). Therefore, any plots which are to be temporarily possessed only, do not need to meet the test in section 127(5) and section 127(6) and accordingly there is no need for the Secretary of State to be satisfied that there is no serious detriment.

1.2.1.8 Section 138 of the PA 2008 applies to the extinguishment of rights, and removal of apparatus, of statutory undertakers etc. It provides as follows:

(1) This section applies if an order granting development consent authorises the acquisition of land (compulsorily or by agreement) and—

(a) there subsists over the land a relevant right, or

(b) there is on, under or over the land relevant apparatus.

(2) “Relevant right” means a right of way, or a right of laying down, erecting, continuing or maintaining apparatus on, under or over the land, which—

(a) is vested in or belongs to statutory undertakers for the purpose of the carrying on of their undertaking, or

(b) is conferred by or in accordance with the electronic communications code on the operator of an electronic communications code network.

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(3) “Relevant apparatus” means—

(a) apparatus vested in or belonging to statutory undertakers for the purpose of the carrying on of their undertaking, or

(b) electronic communications apparatus kept installed for the purposes of an electronic communications code network.

(4) The order may include provision for the extinguishment of the relevant right, or the removal of the relevant apparatus, [only if the Secretary of State is satisfied that the extinguishment or removal is necessary for the purpose of carrying out the development to which the order relates.]

For the purposes of s138 of the PA 2008, “*statutory undertakers*” means persons who are, or are deemed to be, statutory undertakers for the purpose of any provision of Part 11 of the Town and Country Planning Act 1990.

1.2.1.9 Therefore, s138 of the PA 2008 applies where there is: (a) relevant rights over the land; or (b) relevant apparatus is on, under or over the land. Section 138(4) provides that the DCO may include provisions for the extinguishment of the relevant right, or the removal of the relevant apparatus only if the Secretary of State is satisfied that the extinguishment or removal is necessary for the purpose of carrying out the development to which the DCO relates.

1.2.1.10 In the Applicant's view, where s138 of the PA 2008 is engaged, it is necessary and justified and furthermore the proposed development and works could not be completed without the extinguishment of the rights and/or removal or repositioning of apparatus.

1.2.1.11 Additionally, the Applicant is proposing diversion works to replace any extinguished rights and to replace affected statutory undertakers' apparatus. In addition to that, the Applicant has included bespoke Protective Provisions for each statutory undertaker within the draft DCO to ensure that the statutory undertaker's rights and apparatus are protected and there is no detriment to their ability to carry out their respective undertaking.

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1.3 Position with Wales and West Utilities

- 1.3.1.1 The Applicant is seeking powers of compulsory acquisition and to acquire rights in land in which Wales and West Utilities has interests for the purposes of their undertaking. As set out in the Book of Reference (REP3-006), they are not the freehold owner, but have Category 2 rights in respect of underground gas apparatus and in respect of rights pursuant to a Deed dated 10 June 2011, a deed dated 20 January 1955 and a deed dated 1 August 1969).
- 1.3.1.2 Wales and West Utilities is a statutory undertaker for the purposes of section 127 of the PA 2008 as they are a gas transporter. In this case, the Applicant notes that Wales and West Utilities have not made a representation into the Examination and therefore no ‘serious detriment’ has been alleged by Wales and West Utilities. Therefore, it is the Applicant’s position that in this case section 127 is not engaged. Notwithstanding that position, the Applicant sets out its case under section 127 in the event Wales and West Utilities make a representation into the Examination.
- 1.3.1.3 The Applicant acknowledges that Wales and West Utilities’ undertaking will be affected by the Mona Offshore Wind Project. However, the Applicant does not consider the inclusion of these compulsory acquisition powers will cause Wales and West Utilities to suffer ‘serious detriment’.
- 1.3.1.4 In order to provide suitable protection for Wales and West Utilities’, the Applicant has included Protective Provisions within Part 5, Schedule 10 of the draft DCO (Reference PDA-003). These are very similar to the set of Protective Provisions to those included within the Awel y Môr Offshore Wind Farm Order 2023 save for one key difference (see below) and they are appropriate, given the similarities in the nature of these projects and location of the onshore development areas. The Applicant considers the Protective Provisions to be appropriate and would offer suitable protection, thereby avoiding any ‘serious detriment’ arising as a result of the compulsory acquisition powers in the draft development consent order.
- 1.3.1.5 There are two key issues where the parties need to reach agreement, namely:
- (i) A change from the Protective Provisions in the Awel y Môr Offshore Wind Farm Order 2023 has been to update the definition of ‘specified works’ to include reference to works “*that are within 15 metres (measured in any direction) of any apparatus*” in order to provide greater certainty over when Mona will need to seek approval from Wales and West Utilities’ in advance of those works being undertaken. 15 metres is also a typical distance within which Protective Provisions apply restrictions to developers’ works and has been deemed reasonable from an engineering perspective. The Applicant is seeking comments from Wales and West Utilities on this, to seek their agreement and awaits their confirmation that the Protective Provisions are accepted; and
 - (ii) Wales and West Utilities have also raised a point with the Applicant in relation to the relocation of Wales and West Utilities’ high pressure gas pipeline at the Bodelwyddan National Grid Substation. The Applicant is seeking to clarify this point, given the gas pipeline diversion is to be delivered as part of the extension works proposed at the Bodelwyddan National Grid Substation under a planning permission to be obtained by National Grid Electricity Transmission Plc and it would be unfair to have double recovery. The Applicant considers that this is primarily a matter

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to be resolved between Wales and West Utilities and National Grid Electricity Transmission Plc (as those works are being delivered for the benefit of National Grid in the first instance) but in any event will continue to liaise with Wales and West Utilities on this point.

- 1.3.1.6 Notwithstanding the two outstanding points, the Applicant's view is that there is no risk of serious detriment being caused to Wales and West Utilities' undertaking due to the inclusion of the Protective Provisions within Part 5 of Schedule 10 of the draft DCO and the criteria in section 127 and section 138 is satisfied.
- 1.3.1.7 The Applicant will continue to work with Wales and West, in compliance with the protective provisions. Therefore, on this basis, reasonable allowance is accommodated for their statutory undertaking and the Applicant expects to reach agreement on Protective Provisions with Wales and West before the close of Examination. Should the Protective Provisions be agreed after the close of Examination, the Applicant will immediately write to the Secretary of State to confirm this.

1.4 Position with Network Rail Limited

- 1.4.1.1 The Applicant is seeking powers of compulsory acquisition and to acquire rights in land in which Network Rail Limited ('Network Rail') has interests for the purposes of their undertaking. As set out in the Book of Reference (REP3-006), they have both Category 1 and Category 2 interests in affected plots.
- 1.4.1.2 Network Rail is a statutory undertaker for the purposes of section 127 of the PA 2008 as they are a transport undertaker. The Applicant notes Network Rail's Relevant Representation (RR-077) and Written Representation (REP1-057) in which they noted that Network Rail's standard form protective provisions must be included on the face of the draft DCO and a Framework Agreement entered into before they would be in a position to withdraw their representations. It was later clarified that although an Asset Protection Agreement, a Property Agreement and the necessary clearances are required, these are not required to be in place as a pre-requisite to Network Rail withdrawing their representation.
- 1.4.1.3 The Applicant will be constructing their cable at landfall using trenchless techniques only so there will be no construction taking place on the surface of the land. These trenchless techniques are incorporated, in large part, to avoid the Network Rail apparatus that is located at landfall. The Applicant acknowledges that Network Rail's undertaking will be affected by the Mona Offshore Wind Project, but does not accept there is 'serious detriment'. Protective Provisions for the benefit of Network Rail are included in Part 8 of Schedule 10 of the draft DCO to mitigate. These largely reflect the Network Rail standard set and the parties have been engaging on final points of detail, with principles largely agreed.
- 1.4.1.4 There are also a number of outstanding questions which the Applicant has raised regarding the Framework Agreement and to which responses are awaited, with ongoing communication between the parties.
- 1.4.1.5 In respect of the Protective Provisions, there are essentially just drafting points remaining to be settled and the Applicant considers these to be minor points, which are resolvable between the parties before the end of Examination. The Applicant will continue to engage with Network Rail on these matters to seek an agreed position.

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- 1.4.1.6 The Applicant will continue to work with Network Rail, in compliance with the protective provisions and supplemental agreements. Therefore, on this basis, reasonable allowance is accommodated for their statutory undertaking and as stated above, the Applicant expects to reach agreement on Protective Provisions with Network Rail before the close of Examination. Should the Protective Provisions be agreed after the close of Examination, the Applicant will immediately write to the Secretary of State to confirm this.

1.5 Position with National Grid Electricity Transmission Plc

- 1.5.1.1 The Applicant is seeking powers of compulsory acquisition and to acquire rights in land in which National Grid Electricity Transmission Plc ('NGET PLC') has interests for the purposes of their undertaking. As is confirmed in the Book of Reference (REP3-006), they primarily have Category 2 rights, but also have a Category 1 interest as lessee and occupier of plots 11-225, 11-226 and 11-227 relating to the National Grid Bodelwyddan substation.
- 1.5.1.2 NGET PLC is a statutory undertaker for the purposes of section 127 of the Planning Act 2008 (PA 2008) as an electricity provider. They raised the issue of detriment and Protective Provisions in representation RR-057, AS-020 and REP1-055 and they have requested allowance is factored in for the proposed upgrade of the existing Bodelwyddan National Grid Substation and associated works, plus their proposed reconductoring works to the overhead line to the south of the existing substation to Connahs Quay, which require separate consent. Depending on timings, there are issues of overlap between the parties' proposals and coordination of interactions is required between the parties. Given this, it was acknowledged that a supplemental side agreement would be needed and heads of terms for a side agreement were issued to NGET PLC by the Applicant. NGET PLC's advisors have advised that they wish to document using NGET PLC'S standard template and the parties are liaising to reach agreement on this basis.
- 1.5.1.3 The Applicant acknowledges that NGET PLC's undertaking will be affected by the Mona Offshore Wind Project, but does not accept there is 'serious detriment' and Protective Provisions for the benefit of NGET PLC are included in Part 7 of Schedule 10 of the draft DCO to mitigate. These reflect input from both parties engineering teams and there has been positive collaboration for the past year between the parties, with ongoing dialogue to continue, with approvals built into the Protective Provisions for NGET PLC, in respect of existing apparatus connecting to the Bodelwyddan National Grid Substation and further detail needed as regards proposed new apparatus.
- 1.5.1.4 However, there is detail still to be worked through in the proposed side agreement, with the timetable for the planning application relating to NGET PLC's proposed extension of the Bodelwyddan National Grid Substation having been pushed back, expected in Spring 2025.
- 1.5.1.5 The Applicant and NGET PLC have continued to regularly discuss the potential interactions between the Mona Offshore Wind Farm and the proposed extension to the Bodelwyddan National Grid Substation. Furthermore, The Applicant's solicitors are continuing to engage with NGET PLC's Solicitors on the draft Protective Provisions and a side agreement. The parties met to discuss these on 15th November and the Applicant received an updated position from NGET PLC following that on 29th November and is in the process of working through the updates and requests presented.

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- 1.5.1.6 The Applicant at Deadline 5 is submitting an updated draft form of Protective Provisions, which has been shared with the Solicitors acting for NGET PLC . This reflects some of the requested changes that NGET PLC have sought and which are agreed by the Applicant, bringing the parties closer to finalising agreement.
- 1.5.1.7 It is however acknowledged that NGET PLC have flagged that they seek supplementary additions, similar to the Protective Provisions included within the Awel y Môr Offshore Wind Farm Order 2023 and there is ongoing liaison on such. The Applicant has been engaging with NGET PLC with a view to agreeing the final form of updated Protective Provisions, with ongoing meetings and liaison to agree terms, but some outstanding points remain and also there is a need to agree the supplemental side agreement. The key outstanding issues where the parties need to reach agreement centre on the following:
- (i) The request around financial controls (including acceptable security and insurance) being sought, as such detail, covering commercial principles are more appropriately dealt with in the proposed side agreement between the parties;
 - (ii) Clarity has been sought as regards a number of suggested additions NGET PLC is proposing, to fully understand implications in terms of timings and interactions between the proposed works and given the lack of detail around construction works at the substation and allowance for changes, such detail is better included in the proposed side agreement between the parties;
 - (iii) Appropriately containing the extent of controls NGET PLC are seeking for consents and agreeing to limit to what is reasonable and appropriate to avoid delays to the delivery of the Applicant's project, especially give the ongoing collaboration between the parties and many safeguards built into the Protective Provisions; and
 - (iv) Agreeing on approach where there are interfaces between the parties proposed projects.
- 1.5.1.8 The Applicant will continue to liaise with NGET PLC and hopes to reach agreement with them on final Protective Provisions before the close of Examination. Notwithstanding the outstanding points, the Applicant considers the amended Protective Provisions to be presented at Deadline 5 are reasonable and proportionate and would offer suitable protection to NGET PLC with approvals built into the provisions, thereby avoiding any 'serious detriment' arising as a result of the compulsory acquisition powers in the draft DCO.
- 1.5.1.9 1.5.1.5 The Applicant will continue to work with NGET PLC, in compliance with the Protective Provisions. Therefore, on this basis, reasonable allowance is accommodated for their statutory undertaking. The Applicant's view is that there is no risk of serious detriment being caused to NGET PLC's undertaking due to the inclusion of the Protective Provisions within Part 7 of Schedule 10 of the draft DCO and the criteria in section 127 and section 138 is satisfied. Should the Protective Provisions be agreed after the close of Examination, the Applicant will immediately write to the Secretary of State to confirm this.

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1.6 Conclusion

- 1.6.1.1 The Applicant confirms that there are 3 statutory undertakers with whom Protective Provisions remain to be finalised and acknowledges that the Mona Offshore Wind Project would impact upon them. However, the Applicant submits that these impacts would not be sufficiently significant to constitute 'serious detriment' within the meaning of section 127 of the PA 2008 and furthermore, that both section 127 and section 138 of the PA is satisfied given the inclusion of the Protective Provisions within Schedule 10 of the draft DCO.
- 1.6.1.2 Notwithstanding the outstanding points of agreement needed on the Protective Provisions, the Applicant's view is that positive progress is being made and they will continue to liaise with the remaining statutory undertakers, namely 1. Wales and West Utilities, 2. Network Rail Limited and 3. National Grid Electricity Transmission Plc to finalise their respective Protective Provisions.
- 1.6.1.3 The Applicant has also agreed to include Protective Provisions for the benefit of Awel y Môr, whose consented DCO relating to the Awel y Môr Offshore Wind Farm Order 2023, overlaps in part with the Order limits of the Mona Offshore Wind Project. The parties are liaising and intend to submit a set of agreed Protective Provisions for inclusion by Deadline 6.
- 1.6.1.4 The Applicant expects to reach agreement on Protective Provisions before the close of Examination and will update the Examining Authority. Should the Protective Provisions be agreed after the close of Examination, the Applicant will immediately write to the Secretary of State to confirm this.